

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, February 27, 2012
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.

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS 4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda Action

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of February 6, 2012 Action

1.6 Approval of Consent Calendar Action

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

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Reports from Academic Senate Presidents
 - Senate meetings

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
 - d. Professional Experts
 - e. Interim Dean
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel Action

- Approval of Extensions of Emergency Employment of Retired STRS Members
- Approval of Revised Job Descriptions
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Adjusted Effective Date of Ratified Retirements
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Services

3.2 Classified Personnel Action

- Approval of Longevity Increments
- Approval of Corrections to Effective Dates of Longevity Increments
- Approval of Out of Class Assignments
- Approval of Changes in Positions
- Approval of Changes in Salary Placements
- Approval of Leaves of Absence
- Approval of New Appointments
- Approval of Temporary to Hourly On Going Assignments
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

3.3 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of OTA Agreement Renewal - Amendment #4 – Cedars-Sinai Medical Center Action
The administration recommends approval of the agreement renewal amendment with Cedars-Sinai Medical Center in Los Angeles, California.
- *4.2 Approval of New OTA Agreement – Abbott & Burkhart Therapy Action
The administration recommends approval of the agreement with Abbott & Burkhart Therapy in Ventura, California.
- *4.3 Approval of New OTA Agreement – Masada d.b.a. Counseling and Research Associates, Inc. Action
The administration recommends approval of the agreement with Masada d.b.a. Counseling and Research Associates, Inc., in Gardena, California.
- *4.4 Approval of New OTA Agreement – Reavis Rehab & Wellness Center, Inc. Action
The administration recommends approval of the agreement with Reavis Rehab & Wellness Center, Inc., in Round Rock, Texas.
- *4.5 Approval of New OTA Agreement – The Academy for Advancement of Children with Autism Action
The administration recommends approval of the agreement with The Academy for Advancement of Children with Autism in Chatsworth, California.
- *4.6 Approval of New OTA Agreement – Brookdale Senior Living d.b.a. Innovative Senior Care Action
The administration recommends approval of the agreement with Brookdale Senior Living d.b.a. Innovative Senior Care in Brentwood, Tennessee.
- *4.7 Approval of New OTA Agreement – Valley Health System, L.L.C. Action
The administration recommends approval of the agreement with Valley Health System, L.L.C., in Las Vegas, Nevada.
- *4.8 Approval of New Pharmacy Technology Agreement – Rady Children’s Hospital – San Diego Action
The administration recommends approval of the contract with Rady Children’s Hospital – San Diego in San Diego, California.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.

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

- *5.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers during the month of January 2012.
- 5.3 Adoption of Resolution No. 12-08 – Authorizing the Issuance of RSCCD 2012 General Obligation Refunding Bonds Action
The administration recommends adoption of Resolution No. 12-08 authorizing the issuance of the Rancho Santiago Community College District (Orange County, California) 2012 General Obligation Refunding Bonds, not to exceed \$75 million and approval of refunding all or a portion of the remaining District's Series 2003A General Obligation Bond and the 2005 Series B bonds. It is further recommended authorization be given to the Vice Chancellor Business Operations/Fiscal Services to sign all required documents on behalf of the district as presented.
- *5.4 Approval to Hire Independent Audit Firm Action
The administration recommends approval of hiring Vavrinek, Trine, Day & Co., LLP, for auditing services for the 2011-2012 fiscal year audit and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on behalf of the district as presented.
- *5.5 Approval of Lease Agreement with Gov Collection Action
The administration recommends approval of the lease agreement with Gov Collection and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.
- *5.6 Approval of Quarterly Financial Status Report (CCFS-311Q) for period Ended December 31, 2011 Action
The administration recommends approval of the CCFS-311Q for the period ending December 31, 2011, as presented.
- 5.7 Quarterly Investment Report as of December 31, 2011 Information
The quarterly investment report as of December 31, 2011, is presented as information.
- *5.8 Approval of Geotechnical Consulting Services – College Avenue Street Alignment, Cul-De-Sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College (SAC) Action
The administration recommends approval of an agreement with Koury Geotechnical Services, Inc., to perform geotechnical consulting services during the construction of College Avenue street alignment, cul-de-sac, parking lot expansion, new soccer field and football facilities at SAC as presented.

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

- *5.9 Approval of Materials Testing – College Avenue Street Alignment, Cul-De-Sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College Action
The administration recommends approval of the agreement with Reliant Testing Engineers to perform testing services as presented.
- *5.10 Approval of Southern California Edison Company to Relocate Overhead Electrical Lines at Santa Ana College Action
The administration recommends approval of relocating overhead electrical lines at SAC as presented.
- *5.11 Adoption of Resolution No. 12-04 – Concrete for Athletic/Aquatic Complex at Santiago Canyon College (SCC) Action
The administration recommends adoption of Resolution No. 12-04 for Guy Yocom Construction, Inc., for Bid #1140 for concrete for the Athletic/Aquatic Complex at SCC as presented.
- *5.12 Adoption of Resolution No. 12-05 – Plumbing for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-05 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Athletic/Aquatic Complex at SCC as presented.
- *5.13 Adoption of Resolution No. 12-06 - Earthwork for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-06 for Southern California Grading for Bid #1151 for earthwork for the Humanities Building at SCC as presented.
- *5.14 Adoption of Resolution No. 12-07 – Plumbing for Loop Road Extension at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-07 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Loop Road Extension at SCC as presented.
- *5.15 Approval of Additional Geotechnical Observation and Testing Services for Loop Road Extension at Santiago Canyon College Action
The administration recommends approval of additional fees for Ninyo & Moore for geotechnical observation and testing services for the Loop Road Extension at SCC as presented.
- *5.16 Approval of Architect Change Order – Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of amending and increasing the architectural agreement for The Austin Company in the amount of \$243,800 as presented.

- *5.17 Approval of Change Order #3 for Bid #1137 - Masonry for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #3 for Bid #1137 for Industrial Masonry, Inc., for masonry for the Humanities building at SCC as presented.
- *5.18 Approval of Change Order #3 for Bid #1138 - Structural Steel for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #3 for Bid #1138 for Blazing Industrial Steel, Inc., for structural steel for the Humanities building at SCC as presented.
- *5.19 Approval of Change Order #5 for Bid #1147 - Interiors for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #5 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented.
- *5.20 Approval of Change Order #1 for Bid #1150 - Pool for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1150 for Nadar, Inc., for the pool for the Athletic/Aquatic Complex at SCC as presented.
- *5.21 Approval of Change Order #4 for Bid #1151 - Earthwork for Loop Road Extension at Santiago Canyon College Action
The administration recommends approval of change order #4 for Bid #1151 for Southern California Grading, Inc., for earthwork for the Loop Road extension at SCC as presented.
- *5.22 Approval of Change Order #3 for Bid #1181 - Signalization Project at Santiago Canyon College Action
The administration recommends approval of change order #3 for Bid #1181 for Dynalectric for the signalization project at SCC as presented.
- *5.23 Approval of DSA Inspector of Record, Testing and Inspection for Maintenance & Operations Building Roof Replacement Project at Santiago Canyon College Action
The administration recommends approval of an agreement with TYR I.O.R. Services to provide DSA mandated inspection services for the maintenance and operations roof replacement project at SCC as presented.

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

- *5.24 Approval of Environmental Consultant Services – Addendum to 2005 Environmental Impact Report (EIR) for Santiago Canyon College Action
The administration recommends approval of an agreement with LSA Associates, Inc., in the amount of \$37,900 to provide environmental consultant services for the preparation of an addendum to the SCC EIR as presented.
- *5.25 Approval of Proposal to Replace Telephone and Data Cabling at Santiago Canyon College Action
The administration recommends approval of the proposal for Dynalectric to replace the telephone and data cabling at SCC as presented.
- *5.26 Approval of Whole Building Commissioning Services – Humanities Building and Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval and authorization of the Vice Chancellor of Business Operations/Fiscal Services to enter into an agreement with Glumac for Whole Building Commissioning Services at the Humanities building and Athletic/Aquatic Complex at SCC as presented.
- *5.27 Approval of Bid #1186 – Purchase of Dura Vertical 635 eco Mori Seiki Vertical Machining Center (or equal) Action
The administration recommends acceptance of the bid and approval of Bid #1186 – Purchase of Dura Vertical 635 eco Mori Seiki Vertical Machining Center as presented.
- *5.28 Approval of Surplus Property Action
The administration recommends approval of declaring the list of equipment as surplus property and utilizing The Liquidation Company to conduct an auction as presented.
- *5.29 Approval of Donation of Furniture and Equipment to Light of the Canyon Church Action
The administration recommends approval of the donation of the furniture and equipment to Light of the Canyon Church as presented.
- *5.30 Approval of Donations of Surplus Items Action
The administration recommends approval of the donations to Garden Grove Unified School District and The Vietnamese Community of Orange County, Inc., as presented.

- *5.31 Independent Contractor Action
The administration recommends approval of the employment of Ms. Christine Draa to perform consulting services to provide oversight and coordination for the Faculty Entrepreneurship Program (FEP) conference as part of the statewide Business & Entrepreneurship Center (BEC) program at the rate of \$60 per hour. Dates of Service: February 28, 2012, through October 31, 2012. The fee is estimated at \$40,000.
- *5.32 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period December 18, 2011, through February 3, 2012.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | |
|---|----------|
| - Matriculation – Credit (SAC and SCC) | \$65,959 |
| - Matriculation – Noncredit (CEC) | \$66,363 |
| - NOCCCD – Digital Media Support Grant (SAC) | \$ 2,500 |
| - NSF – Fullerton Mathematics Teacher and Master Teacher Fellows Project (FULL MT ²) – Year 2 (SAC) | \$20,000 |
| - NSF – Teachers Assisting Students to Excel in Mathematics (TASEL-M) – Year 3 (SAC) | \$16,364 |
- *6.2 Approval of Sub-Agreements between RSCCD and Coachella Valley Economic Partnership and Riverside City College Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the agreements on behalf of the district.
- 6.3 Selection of Firm to Develop New Trustee Area Boundaries Action
It is recommended that the board approve the Board Policy Committee's selection of a demographer and authorize the chancellor or his designee to enter into a contract to provide these services.
- *6.4 Adoption of Resolution #12-03 authorizing payment to Trustee Absent from Board Meetings Action
This resolution requests authorization of payment to Dr. David Chapel for his absence from the January 17, 2012, board meeting due to family matters.
- 6.5 Reports from Board Committees Information
- Board Facilities Committee
 - Board Policy Committee

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

6.6 Board Member Comments

Information

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on March 12, 2012.

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

Board of Trustees (Regular meeting)

Monday, February 6, 2012

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:45 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Mr. Brian Conley, Mr. John Hanna, Mr. Larry Labrado, Mr. Mark McLoughlin, and Mr. Andrew Hanson. Dr. David Chapel arrived at the time noted.

Administrators present during the regular meeting were Mr. John Didion, Dr. Erlinda Martinez, Dr. Raúl Rodríguez, and Mr. Juan Vázquez. Ms. Anita Lucarelli was present as record keeper.

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Carol Pinkston, mother of Mr. Hanson, student trustee.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Conley, seconded by Mr. Hanson, and carried unanimously to approve Item 1.8 (Authorization for Board Travel/Conferences) as an addendum to the agenda.

Dr. Chapel arrived at this time.

1.4 Public Comment

Mr. Zeke Hernandez spoke regarding Item 1.7 (Revised Board Policies).

1.5 Approval of Minutes

It was moved by Mr. McLoughlin, seconded by Mr. Hanson, and carried unanimously to approve the minutes of the regular meeting held January 17, 2012.

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

There were no public comments.

1.7 Adoption of Revised Board Policies

It was moved by Ms. Barrios and seconded by Mr. Hanson to adopt revisions to BP9003 (revised) – Membership and BP9004 (revised) – Trustee Areas.

Mr. Hanna reported the board has reviewed these policies since February 2011 and the proposed revisions will put the district in conformance with California law. Discussion ensued regarding complying with California law and assuring diverse communities are represented in the election process.

Dr. Rodríguez stated that if revisions to the board policies are approved, the next steps would include: 1) issuing a request for proposal (RFP) to select a demographer to work on the boundaries of the voting districts, and 2) having the board approve a resolution at its next meeting to submit to the Board of Governors for approval.

Mr. Labrado expressed concern that the process would be delayed and asked if the board is able to approve the resolution at this meeting. Dr. Rodríguez indicated the resolution is not prepared for approval.

Ms. Barrios expressed concern over the timeline and asked if the district is still on schedule for the November election. Dr. Rodríguez answered affirmatively.

Mr. Yarbrough expressed concern over the representation of trustees serving one college and not the other; therefore, he proposed the following amendment.

It was moved by Mr. Yarbrough and seconded by Mr. McLoughlin to amend the second paragraph of BP9003-Membership to read:

It is the intent of the Board that beginning with the November 2012 election, each trustee will reside in one of seven specified trustee areas, and be elected at large by the voters ~~residing in that area~~.

Discussion ensued regarding at-large voting not conforming to the California Voting Rights Act (CVRA). Dr. Rodríguez asked legal counsel, Mr. Warren Kinsler of Atkinson, Anderson, Loya, Ruud & Romo, to address board members' concerns.

Mr. Kinsler indicated the board would not obtain immunity with the CVRA if the board changed the language as proposed in the above amendment and the board would not be going through the Board of Governors process pursuant to AB684 (Assembly Member Block-Community college districts: trustee elections) that was recently adopted.

1.7 Adoption of Revised Board Policies – (cont.)

Discussion ensued regarding seven specified trustee areas and nine board members represented and elected by voters in the specified trustee areas.

Ms. Barrios, Dr. Chapel, and Mr. Labrado agreed that redistricting was the main topic discussed at the recent legislative conference in Sacramento.

Mr. Kinsler explained that the current configuration of the district (three areas) is potentially riskier than having an at-large system where a person is able to live anywhere in the district and be voted on by everyone in the district. He further explained that the preferences of a particular area may be submerged or diluted by the preferences of the entire district.

Mr. McLoughlin asked if a potential lawsuit could be filed against the district even if the trustees approved the revised board policies whereby each trustee is to reside in one of seven specified trustee areas and be elected by the voters residing in that area. Mr. Kinsler indicated there is a possibility of a lawsuit, but most likely if the district is in compliance with the CVRA, the possibility of a lawsuit would diminish. He stated the district must take into account a wide range of factors when drawing boundary lines to assure it does not dilute the voting strength of particular groups in the community in order to be in compliance with the Federal Voting Rights Act.

Dr. Chapel indicated the district is unique since its boundaries extend from a dense population to a rural area. He requested board members discuss the possibility of the district having nine board members after discussion ends regarding the proposed amendment. Mr. Labrado indicated he would not support a nine-member board due to the additional time and expense that would be placed on the district.

Mr. Hanna encouraged board members to approve revisions to the board policies since it would put the district in a better legal position and be in conformance with the government.

Mr. Yarbrough thanked the law firm of Atkinson, Andelson, Loya, Ruud & Romo for its legal opinions relating to this matter.

The motion failed unanimously to amend the second paragraph of BP9003-Membership.

The motion carried unanimously to adopt revisions to the BP 9003-Membership and BP9004-Trustee Areas.

1.8 Authorization for Board Travel/Conferences

It was moved by Mr. Conley, seconded by Mr. Hanson, and carried unanimously to approve the submitted conference and travel by a board member.

2.0 BOARD PLANNING SESSION

2.1 Community and Staff Responses to Survey on Board Vision and Goals

Ms. Nga Pham, RSCCD Director of Research, presented responses from a January 2012 survey that asked staff and the community to evaluate progress toward the district's 2011-2012 vision and goals. Ms. Pham reported there were 283 responses which included 18 community respondents and 265 staff respondents.

Regarding the 2011-2012 goals, Ms. Pham reported that staff and the community agreed that Goal 1 and 2 ranked highly, and Goal 3 ranked last. Issues the community would like the district to address include enhancing efforts to connect with the community, developing funding sources for education, and developing/enhancing partnerships and sharing of facilities. Issues the staff would like the district to address include using technology, supporting curriculum using technology, and funding of technology; low morale of staff and lack of staff development activities; and importance and contribution of continuing education programs.

2.2 Presentation of Supplemental Data

Ms. Pham presented the following 12 Measures of Success as information: Access to students, successful course completion, course retention, college-level skill attainment, graduates, transfer rates to four-year institutions, student satisfaction, matriculation of continuing education students to the credit program, vocational technical education, employee diversity, financial indicators, and resource development.

Regarding graduates (Measure 5), board members and staff discussed possible reasons for the increase of certificates issued for Santiago Canyon College (SCC) students. Mr. Vazquez indicated that prior to 2009-2010 students completed the units required for a certificate, but did not apply for it. In 2008-2009 staff began notifying students that they were eligible to receive a certificate; therefore, the 2009-2010 numbers increased in certificates issued the following year. In addition, Mr. Craig Rutan indicated both colleges had higher certificates issued in 2009-2010 due to a change in state regulations that allowed colleges to issue certification for completion of California State University general education requirements. It was noted that the certificates referred to are academic certificates, not vocational certificates. These numbers represent students who completed coursework to enable transfer to a four-year university, but did not apply for an AA/AS degree. Mr. Hanna asked for this information (combination of AA/AS degrees and certificates awarded) to be combined together in graph form with percentages listed.

Mr. Hanna congratulated staff on the high rankings in the student satisfaction area that graduates and current students gave the colleges.

2.2 Presentation of Supplemental Data – (cont.)

Discussed ensued regarding the core indicators of performance for students in apprenticeship and vocational education courses. Mr. Labrado asked that vocational programs at SCC and apprenticeship programs at SAC be reported separately.

Regarding the 12 Measures of Success presentation, Dr. Chapel asked for state-wide comparisons for all the measures.

During his recent Sacramento legislative visit, Mr. Hanna saw a document that reported state-wide financial aid comparisons for large community college districts. From this report, it appeared that RSCCD was not receiving its fair share of student financial aid and Mr. Hanna questioned the reason for this.

Mr. Didion reviewed environmental scans relating to revenue, Full Time Equivalent Students (FTES), and credit/non-credit FTES comparison.

Mr. Yarbrough called a recess at 6:03 p.m.

The board reconvened at 6:20 p.m.

Ms. Pham reviewed environmental scans relating to staffing; credit and non-credit headcounts; ethnic and gender distribution; proportions of students 21 years and younger, educational goals, full-time students, and day/night status; service area population; local cities population changes; participation rates; and service area high school graduates.

2.3 Development and Approval of 2012-2013 Vision and Goals

It was moved by Ms. Barrios and seconded by Mr. Conley to approve the 2012-2013 vision statement and goals.

Discussion ensued regarding achievement of the goals by staff. Dr. Rodríguez indicated he and staff use the goals as a basis for establishing their goals. In addition, staff held a strategic planning session based upon goals the board established.

Discussion ensued regarding the district attaining “cutting edge technology” as referred to in Goal #4. Although technology moves at a fast pace, Mr. Conley noted that it is still a goal to include cutting edge technology in the district’s educational programs and services.

Dr. Chapel noted that Goal #3 included “when cost-effective” and recommended this statement be included in each goal.

2.3 Development and Approval of 2012-2013 Vision and Goals – (cont.)

Mr. Hanna asked if the language in Goal #5 and Goal #7 made it evident that board members considered these goals a priority. The chancellor indicated the language was clear and although staff has responded to these goals by participating in various programs, Dr. Rodríguez suggested establishing a method of measuring the progress toward this goal.

It was moved by Mr. Conley, seconded by Mr. Labrado, and carried unanimously to amend Goal #8 to:

Assess and address the educational needs of the communities we serve, and enhance awareness of the district and its colleges through outreach and advocacy among community constituencies and to local, state, and national leaders.

The motion carried unanimously to approve the 2012-2013 vision statement and goals as follows:

Vision Statement 2012-2013

The colleges and centers of the Rancho Santiago Community College District (RSCCD) are learning communities. The RSCCD Board of Trustees is committed to ensuring access, equity, and success for students by providing comprehensive educational opportunities throughout our communities. The RSCCD will be a global leader in many fields, delivering cost-effective, innovative and sustainable programs and services that are responsive to the diverse needs and interests of all students. The RSCCD will be exceptionally sensitive and responsive to the economic and educational needs of our students and communities. The environment of the RSCCD will be collegial and supportive for students, staff, and the communities we serve.

The RSCCD will promote and extensively participate in partnerships with other educational providers, including business, industry, and community groups, to further the goal of enhancing our communities' cultural, educational, and economic well-being.

The RSCCD will be a leader in the state in student learning. 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.

2012-2013 Goals

1. Promote a learning community environment that is innovative, student-centered, and celebrates student achievement.
2. Prepare students for success in their academic, career, and personal life endeavors by providing access to education and services that foster student retention and program completion.
3. Update and implement facilities master plans, maximize college and community use of facilities, and incorporate “green” efforts into facilities development and other efforts when cost-effective.
4. Promote flexible, cost-effective educational programs and services including the use of cutting-edge technology and educational program delivery via technology.
5. Pursue alternative public and private funding sources to increase the district’s fiscal sustainability and to implement the district’s vision and goals, and encourage the foundations and district to create plans for capital and program campaigns, alumni association development, and other resource development activities.
6. Maintain a positive, productive working environment for employees, recognizing and embracing diversity and enhancing staff development opportunities that address innovation and technology.
7. Expand partnerships with business, labor, community groups, universities, schools, and other public and private agencies in order to enhance the district’s resource development; ensure student access and success; ensure robust economic development programs; and be responsive to workforce development needs and high demand career fields.
8. Assess and address the educational needs of the communities we serve, and enhance awareness of the district and its colleges through outreach and advocacy among community constituencies and to local, state, and national leaders.*

**NOTE: For clarification purposes, the board approved the following wording for Goal 8 on February 9, 2012:*

8. *Assess and address the educational needs of the communities we serve, and enhance awareness of the district and its colleges through outreach and advocacy to community constituencies, including local, state, and national leaders.*

3.0 GENERAL

3.1 Board Member Comments

Mr. Hanson announced his daughter, Jacqueline Carol, was born on February 1, 2012. He commended SAC nursing students who assisted his family in the hospital.

Dr. Chapel apologized for being late to the meeting due to serving jury duty.

Mr. Labrado, Ms. Barrios, and Mr. Hanna reported they recently attended the Community College League of California's Legislative Conference in Sacramento. As a result of the meetings, Mr. Labrado stated it is expected staff will need to plan for more budget reductions. Ms. Barrios reported that meetings with legislators regarding veteran issues went well and commended Mr. Hanson's input at these meetings. Mr. Hanna thanked staff at Townsend Public Affairs (TPA) for their hard work in arranging appointments with legislators/legislative staff and TPA's presence at the meetings. Mr. Hanna reported that board members met with Assemblymembers Jose Solorio and Jeff Miller, and staff from Assemblymember Chris Norby's office.

Mr. McLoughlin asked that follow-up be done regarding the results of the evaluation of goals survey. Mr. Hanna asked for follow-up regarding staff utilization and expectations of accomplishing the goals the board has established.

Ms. Barrios congratulated Mr. Hanson on the birth of his daughter and extended condolences to Mr. Labrado on the recent death of his mother-in-law.

Mr. Hanna thanked staff for the condolences sent regarding the recent death of his mother.

4.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on Monday, February 27, 2012.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 6:58 p.m. in memory of the recent passing of Mr. Larry Labrado's mother-in-law, Ms. Lupe Murillo.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: February 27, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

February 27, 2012

MANAGEMENT

Extension of Emergency Employment of Retired STRS Member

Harris, James
Interim Dean
Humanities & Social Sciences Division
Santa Ana College

Effective: March 16 – June 30, 2012
Salary Placement: B-1 \$119,432.52/Year
(No Change)

Revised Job Descriptions/Attachment #1-2

Assistant Vice Chancellor
Fiscal Services
District Office
Grade Level B (No Change)

Dean
Humanities & Social Sciences Division
Santa Ana College
Grade Level B (No Change)

FACULTY

Leaves of Absence

Aguilar, Maria
Coordinator, Disabled Students
Programs & Services
Special Services Division
Santa Ana College

Effective: January 17 – May 19, 2012
Reason: Banked Leave (3 LHE)

Birnbaum, Beverly
Professor, Family & Consumer Studies
Human Services & Technology Division
Santa Ana College

Effective: January 3 – May 25, 2012
Reason: Banked Leave (.85 LHE)

Bobp, Mary Ellen
Librarian
Fine & Performing Arts Division
Santa Ana College

Effective: January 17 – May 19, 2012
Reason: Banked Leave (3 LHE)

Conrad, Karen
Professor, Family & Consumer Studies
Human Services & Technology Division
Santa Ana College

Effective: August 15 – December 10, 2011
Reason: Banked Leave (13 LHE)

FACULTY (CONT'D)

Leaves of Absence (cont'd)

Conrad, Karen
Professor, Family & Consumer Studies
Human Services & Technology Division
Santa Ana College

Effective: January 17 – May 19, 2012
Reason: Banked Leave (13 LHE)

Galvan, Javier
Professor, Spanish
Humanities & Social Sciences Division
Santa Ana College

Effective: August 15, 2011 – May 17, 2012
Reason: Banked Leave (6 LHE)
(Concurrent with Sabbatical Leave)

Huck, Todd
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: January 17 – May 19, 2012
Reason: Banked Leave (15 LHE)

Lopez, David
Professor, Instrumental Music/Ethnic
Studies
Fine & Performing Arts Division
Santa Ana College

Effective: August 15 – December 10, 2011
Reason: Banked Leave (6 LHE)
(Concurrent with Sabbatical Leave)

Martinez, Stephanie
Instructor, ESL
Continuing Education Division (OEC)
Santiago Canyon College

Effective: February 11, 2012 – March 31, 2012
Reason: Maternity Leave

Ogas, David
Professor/Assistant Coach, Exercise
Science/Football
Exercise Science, Health & Athletics
Division
Santa Ana College

Effective: January 17 – May 19, 2012
Reason: Banked Leave (11.19 LHE)

Orr, Estelle
Professor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: January 17 – May 19, 2012
Reason: Banked Leave (15 LHE)

Simbro, Teresa
Coordinator/Professor, National Council
Licensing Examination/Technology/Nursing
Science & Math Division
Santa Ana College

Effective: August 15, 2011 – May 17, 2012
Reason: Banked Leave (6 LHE)
(Concurrent with Sabbatical Leave)

FACULTY (CONT'D)

Leaves of Absence (cont'd)

Spanner, Enedina
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: February 28, 2012 – April 10, 2012
Reason: Maternity Leave

Waterman, Patricia
Professor, Art (Computer Animation)
Fine & Performing Arts Division
Santa Ana College

Effective: January 17 – May 19, 2012
Reason: Banked Leave (2.25 LHE)

Yamada, Ted
Professor, Chemistry
Science & Math Division
Santa Ana College

Effective: January 17 – May 19, 2012
Reason: Banked Leave (1.8 LHE)

Yang, Chang-Ching
Librarian
Academic Affairs
Santa Ana College

Effective: August 15, 2011 – May 17, 2012
Reason: Banked Leave (6 LHE)
(Concurrent with Sabbatical Leave)

Ratification of Resignation/Retirement

Huck, Todd
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: May 19, 2012
Reason: Retirement

Adjusted Effective Date of Ratified Retirement

Daly, Nancy
Professor, English
Humanities & Social Sciences Division
Santa Ana College

From: May 19, 2012
To: May 17, 2012

Stipends

Breig, David
Associate Professor, Exercise Science
Head Coach, Men's Basketball
Exercise Science, Health & Athletics Division
Santa Ana College

Effective: January 23 – May 19, 2012
Stipend Amount: \$3,462.00
Reason: Athletic Event Supervision

FACULTY (CONT'D)

Stipends (cont'd)

Hauscarriague, Anne
Professor, Math
Math & Science Division
Santiago Canyon College

Effective: January 16, 2012
Stipend Amount: \$200.00
Reason: Staff Development
(Special Project Funding)

Perry, Janis
Professor, Math
Science & Math Division
Santa Ana College

Effective: January 17, 2012
Stipend Amount: \$3,000.00
Reason: Program Facilitation
(Special Project Funding)

Rapoza, Jessica
Assistant Coach Men's Soccer
Exercise Science Division
Santa Ana College

Effective: January 23, 2012
Stipend Amount: \$875.00

Rapoza, Jessica
Assistant Coach Men's Soccer
Exercise Science Division
Santa Ana College

Effective: June 11, 2012
Stipend Amount: \$875.00

Scott, Randy
Associate Professor, Math
Math & Science Division
Santiago Canyon College

Effective: January 17, 2012
Stipend Amount: \$400.00
Reason: Staff Development
(Special Project Funding)

Vasquez, Jose
Assistant Coach Women's Soccer
Exercise Science Division
Santa Ana College

Effective: January 23, 2012
Stipend Amount: \$1,000.00

Vasquez, Jose
Assistant Coach Women's Soccer
Exercise Science Division
Santa Ana College

Effective: June 11, 2012
Stipend Amount: \$1,000.00

Wagner, Joyce
Professor, Math
Math & Science Division
Santiago Canyon College

Effective: January 17, 2012
Stipend Amount: \$100.00
Reason: Staff Development
(Special Project Funding)

FACULTY (CONT'D)

Part-time Hourly Hires/Rehires

Alongi, Anna
Instructor, EMT
Science, Math & Health Sciences Division
Santa Ana College

Effective: January 23, 2012
Hourly Lecture Rate: II-3 \$54.32

Benson, Kyla
Instructor, Fashion Design/Merchandising
Human Services & Technology Division
Santa Ana College

Effective: January 17, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Blankenhorn, Carl
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: February 13, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Brown, Zachary
Instructor, Mathematics
Science & Mathematics Division
Santa Ana College

Effective: January 17, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Di Bernardo, Louis
Instructor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 17, 2012
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Donaldson, Brandi
Career Specialist, DSPS/Work Ability
Special Services Division
Santa Ana College

Effective: February 6, 2012
Hourly Reassigned Time Rate: II-3 \$27.16

Dunham, John
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 17, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Franco, Mark
Counselor
Counseling Division
Santiago Canyon College

Effective: January 23, 2012
Hourly Lab Rate: II-3 \$46.17

Freeman, Glenn
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: February 7, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

FACULTY (CONT'D)

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

Gerali, Jacquelyn
Career Specialist, DSPS/Work Ability
Special Services Division
Santa Ana College
Effective: February 6, 2012
Hourly Reassigned Time Rate: II-3 \$27.16

Gunther, Robert
Chief Assistant Coach Men's Track
Mathematics & Sciences Division
Santiago Canyon College
Effective: February 1, 2012
Stipend Amount: \$2,250.00

Hester, Becky
Instructor, Computer Science
Business Division
Santa Ana College
Effective: January 17, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Hoang, Khanh
Instructor, Mathematics
Science & Mathematics Division
Santa Ana College
Effective: January 17, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Hunt, William
Instructor, Water Utility Science
Business & Career Technical Education Division
Santiago Canyon College
Effective: January 17, 2012
Hourly Lecture Rate: I-3 \$51.73

Jackson, Judy
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: January 17, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Johnson, Eric
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College
Effective: February 6, 2012
Hourly Lecture/Lab Rates: I-4 \$54.32/\$46.17

Juarez, Eva
Counselor
Counseling & Student Support Services Division
Santiago Canyon College
Effective: February 21, 2012
Hourly Lab Rate: II-3 \$46.17

La Bounty, Jennifer
Instructor, Psychology
Humanities & Social Sciences Division
Santa Ana College
Effective: January 23, 2012
Hourly Lecture Rate: II-3 \$54.32

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
February 27, 2012

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FACULTY (CONT'D)

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

Loney, Laura
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 23, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Mac Mullin, Cynthia
Instructor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: January 17, 2012
Hourly Lecture Rate: II-3 \$54.32

Mahpar, Steven
Instructor, Music
Fine & Performing Arts Division
Santa Ana College

Effective: February 13, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Maus, Scott
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: January 18, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

McKenna, Dawn
Instructor, Occupational Therapy Assistant
Human Services & Technology Division
Santa Ana College

Effective: January 17, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Ozima, Megan
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: February 2, 2012
Hourly Lecture Rate: II-2 \$54.32

Pechs, Elisabeth
Instructor, Vocational
Continuing Education Division (CEC)
Santa Ana College

Effective: March 1, 2012
Hourly Lecture Rate: I-3 \$40.97

Santillano, Dianna
Instructor, Art
Fine & Performing Arts Division
Santa Ana College

Effective: January 23, 2012
Hourly Lecture Rate: II-3 \$54.32

Schreck, Merci
Instructor, Ethnic Studies
Humanities & Social Science Division
Santa Ana College

Effective: January 23, 2012
Hourly Lecture Rate: II-4 \$57.03

FACULTY (CONT'D)

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

Schult Roman, Catherine
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 23, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Sherrick, Lisa
Instructor, Public Works (equivalency)
Business & Career Technical Education
Santiago Canyon College

Effective: February 6, 2012
Hourly Lecture Rate: I-3 \$51.73

Skinner, Holly
Instructor, Fashion Design and Merchandising
Human Services & Technology Division
Santa Ana College

Effective: January 23, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Stevens, Hayley
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: January 17, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Thompson, Michael
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: February 28, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Yi, Sally
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 17, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Zaun, Thomas
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College

Effective: January 23, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Non-paid Instructors of Record

Devries, Jessica
Instructor, Fire Technology (equivalency)
Upland Fire Department
Human Services & Technology Division
Santa Ana College

Effective: February 7, 2012

FACULTY (CONT'D)

Non-paid Instructors of Record (cont'd)

McCann, Neal
Instructor, Fire Technology (equivalency)
Orange County Fire Authority
Human Services & Technology Division
Santa Ana College

Effective: February 7, 2012

Murphy, Patricia
Instructor, Fire Technology (equivalency)
Upland Fire Department
Human Services & Technology Division
Santa Ana College

Effective: February 7, 2012

Skaggs, Caralee
Instructor, Fire Technology (equivalency)
Upland Fire Department
Human Services & Technology Division
Santa Ana College

Effective: February 7, 2012

Standon, Melanie
Instructor, Fire Technology (equivalency)
Upland Fire Department
Human Services & Technology Division
Santa Ana College

Effective: February 7, 2012

Non-paid Intern Service

Castillo, Fidelia
Student Outreach Intern
Student Services
Santa Ana College

Effective: February 28 – May 19, 2012
College Affiliation: CSU, Fullerton
Discipline: Sociology

Elali, Fatima
Student Outreach Intern
Student Services
Santa Ana College

Effective: February 28 – June 30, 2012
College Affiliation: CSU, Fullerton
Discipline: Psychology

Hernandez, Deisy
International Business Intern
Center for International
Trade Development
District Office

Effective: February 28 – June 30, 2012
College Affiliation: CSU, Fullerton
Discipline: International Business

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Lopez, Deborah
Counseling Intern, Center for
Teacher Education
Counseling Division
Santa Ana College

Effective: February 28 – June 30, 2012
College Affiliation: CSU, Fullerton
Discipline: Higher Education

Morelos, Lourdes
International Business Intern
Center for International
Trade Development
District Office

Effective: February 28 – June 30, 2012
College Affiliation: CSU, Fullerton
Discipline: International Business

Nguyen, Ngoc Tam
Student Services Intern
Student Development Division
Santiago Canyon College

Effective: February 28 – May 31, 2012
College Affiliation: CSU, Fullerton
Discipline: Student Development

Poucher, Teri
Fieldwork Intern
Student Services
Santiago Canyon College

Effective: February 28 – June 30, 2012
College Affiliation: CSU, Fullerton
Discipline: Student Affairs

Ruano, Yesenia
Student Outreach Intern
Student Services
Santa Ana College

Effective: February 28 – May 19, 2012
College Affiliation: CSU, Fullerton
Discipline: Human Services

Tejeda, Patricia
Counselor Intern
Counseling Department
CEC Continuing Education Division
Santa Ana College

Effective: February 28 – May 19, 2012
College Affiliation: National University
Discipline: Counseling

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
ASSISTANT VICE CHANCELLOR/FISCAL SERVICES**

GENERAL RESPONSIBILITIES

Directly responsible to the Vice Chancellor of Business Operations and Fiscal Services for the leadership and administration of all aspects of accounting, budgeting, payroll and internal and external auditing functions. Also directly responsible to the Vice Chancellor for other financial matters including financial project management and other business functions as assigned. This position is a classified position.

SPECIFIC RESPONSIBILITIES

BUDGET DEVELOPMENT AND ADMINISTRATION

Direct the development, review and analysis of budgets and related documents to assure proper allocations, fund disbursement and compliance with legal requirements; evaluate and project annual income and expenditures; monitor spending to ensure compliance with established limitations.

**ACCOUNTING/ACCOUNTS PAYABLE/PAYROLL/FINANCE PROJECT
MANAGEMENT**

Ensure that all accounting transactions are performed according to applicable regulations and policy; ensure timely and accurate processing of payments and deposit of receipts.

Ensure timely and accurate preparation, production, and distribution of employee payroll checks; ensure the timely processing and records maintenance related to employee leave balances, tax reporting, and payroll deductions.

Coordinate and direct financial record-keeping, reporting and related auditing functions to assure accurate and timely accounting and reporting; coordinate audits and direct and participate in the review and auditing of financial statements, records and reports to assure accuracy, completeness and compliance with Generally Accepted Accounting Principles. Ensure proper and timely resolution of fiscal issues and discrepancies.

PERSONNEL

Responsible for or effectively recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, and evaluation of assigned staff; also responsible for administering collective bargaining agreements and compliance with District policies, rules and regulations regarding personnel.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
ASSISTANT VICE CHANCELLOR/FISCAL SERVICES (continued)**

OTHER PROFESSIONAL RESPONSIBILITIES

Provide consultation and technical expertise to administrators, faculty, staff, and outside agencies concerning fiscal operations and activities; respond to inquiries and provide detailed information concerning accounts, funds, budgets, transactions, records, standards, principles, laws, codes, regulations, policies and procedures.

Make oral presentations, provide information regarding the fiscal services of the district; represent the District/department at meetings as assigned.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: A Bachelor's degree in business, economics, management or public administration; and at least five years of recent experience in budgeting and accounting services for a public agency. Possession of a graduate degree and a current and valid Certified Public Accountant license are desired.

Required Skills: Ability to resolve problems, analyze and apply laws, regulations, theories and methodology, and program specifications, plan and evaluate activities, research and programs, research, analyze, apply and articulate results, build consensus, and supervise staff.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
DEAN/HUMANITIES AND SOCIAL SCIENCES DIVISION**

GENERAL RESPONSIBILITIES

Under the direction of the Vice President of Academic Affairs the Dean of Humanities and Social Science will lead and administer all aspects of the Division including the design, delivery, staffing, administrative support, supervision and evaluation of division programs, and support staff, as well as student enrollment, progress, and discipline, and all related records and reports.

SPECIFIC RESPONSIBILITIES

DEVELOPMENT AND DELIVERY OF DIVISION PROGRAMS

Provides direction and support to faculty in the development, revision and evaluation of departmental curriculum and materials, services on the Division Curriculum Committee, and may serve on the District Curriculum/Instruction Council.

Reviews and approves Division curriculum development proposals, course outlines, program changes, textbook recommendations, field trip requests, credit by examination requests, and program requirement waivers.

Reviews instructional programs for compliance with applicable state and federal law, regulations and guidelines, District policy and procedure, and responsiveness to the needs of a culturally diverse community.

PERSONNEL

Effectively recommends the hire, transfer, suspension, lay-off, recall, promotion, assignment, discipline, training, professional development, assignment, direction and evaluation of work, and adjustment of grievances of all Division personnel; also responsible for administering collective bargaining agreements, employment and promotion selection procedures, compliance with District policies, rules and regulations regarding personnel, evaluation of the performance of academic and classified staff assigned to the Division, and providing direction and assistance wherever a need for improvement is identified.

STUDENTS

Responsible for the discipline of students enrolled in Division courses, adjustment of grievances, scheduling, evaluation and reporting, and the resolution of student problems and complaints.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
DEAN/HUMANITIES AND SOCIAL SCIENCES DIVISION (continued)**

BUDGETING/FUNDING

Responsible for timely and accurate preparation, submission and administration of Division Budget.

PLANNING

Responsible for evaluating proposed offerings, enrollment history, budget, demand and program requirements to determine the number and nature of offerings, scheduling of classes, staffing and available facilities, supplies, equipment and materials. Monitors enrollment, cancels and changes classes in response to utilization.

COMMUNITY CONTACT/REPRESENTATION

Must be a highly visible educational leader seeking positions of significant leadership in community institutions as well as community support organizations and on state boards and committees to articulate, enhance and improve District programs, offerings, funding, assets, and educational leadership position and reputation at the state and national levels.

OTHER PROFESSIONAL RESPONSIBILITIES

Significant responsibility for chairing and supervision of District-wide committees and task forces; performs other duties and special projects as assigned.

ESSENTIAL FUNCTIONS

Supervise all aspects of the planning, funding, coordinating, staffing, delivery, and evaluation of programs in the Division. Supervise the performance of all personnel functions for assigned staff. Use enrollment management tools and data for decision making. Utilize the District integrated information system, Datatel to facilitate organizational and management practices as they apply to the analysis and evaluation of programs, and operational practices. Work with Department Chairs to monitor student learning outcomes and assessment activities at the program and course levels; apply knowledge of accreditation standards of the Accreditation Commission for Junior and Community Colleges and the Western Association of Schools and Colleges, or similar accreditation group; demonstrate a knowledge of and oversee online learning that include course management systems such as Blackboard. Apply current complex principles and practices of instructional program development and administration; principles and practices of budget preparation and administration; principles of supervision, training and performance evaluation and pertinent federal, state, and local laws, codes and regulations including the Education Code; comprehensive knowledge of the principles and practices

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
DEAN/HUMANITIES AND SOCIAL SCIENCES DIVISION (continued)**

ESSENTIAL FUNCTIONS (continued)

of curriculum development and instructional teaching strategies, management principles and practices including understanding of human resources; current trends, research and development in post-secondary education, specifically community colleges.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Must possess a Master's degree from an accredited college or university and one year of formal training, internship, or leadership experience reasonably related to this administrative assignment.

Required Skills: Ability to prevent and resolve professional and personal conflicts and problems, evaluate instructional content and strategies, analyze and apply laws, rules and regulations involving programs, staff and students, and articulate Division and District plans, goals, programs and requirements at the District, community, state and national levels.

pw:2/8/12
Approved by the Board: 2/27/12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

FEBRUARY 27, 2012

CLASSIFIEDLongevity Increments

Dillon, Victoria Intermediate Clerk/ Orange Education Center	Effective: July 1, 2011 Grade 5, Step 6 + 10% L + 5% SW \$48,473.92
Garza, Jimmy Custodian/ SAC	Effective: July 1, 2011 Grade 4, Step 5 + 5%L \$40,808.23
Miller, Lisa Financial Aid Sr. Account Clerk/ District	Effective: July 1, 2011 Grade 11, Step 6 + 3PG + 10%L \$59,256.77
Rodriguez, Ruth Interpreter/ Senior/ SAC	Effective: July 1, 2011 Grade 20, Step 6 + 7.5%L \$96,738.95
Wilksen, Terry Executive Secretary/ SCC	Effective: July 1, 2011 Grade 14, Step 6 + 4PG + 10%L \$69,197.66

Correct Effective Date of Longevity Increment

Au, Lynn Financial Aid Computer Analyst/ SCC	Effective: February 1, 2012 Grade 13, Step 6 + 7.5%L \$64,018.99
Buck, Teresa Library Tech II/ SCC	Effective: February 1, 2012 Grade 12, Step 6 + 3PG + 2.5%L \$58,133.56
Chau, Howard Tech Specialist III/ District	Effective: May 1, 2012 Grade 17, Step + 1PG + 2.5%L \$65,967.84
De La Torre, Irma Admissions/Records Specialist III/ OEC	Effective: May 1, 2012 Grade 10, Step 6 + 2.5%Bil + 2.5%L \$54,012.02
Franklin, Anya Library Tech II/ SAC	Effective: March 1, 2012 Grade 12, Step 6 + 5%L \$59,423.41

Correct Effective Date of Longevity Increment cont'd

Galvan, Juana High School & Comm. Outreach Spec./ SCC	Effective: February 1, 2012 Grade 13, Step 6 + 2.5%Bil + 7.5%L \$65,507.81
Garcia, Lilia Administrative Clerk/ Child Dev. Services	Effective: July 1, 2012 Grade 10, Step 4 + 1PG + 2.5%Bil + 2.5%L \$49,049.75
Gorlato, Christine Graduation Specialist/ SAC	Effective: July 1, 2012 Grade 12, Step 6 + 1PG + 5%L \$59,465.08
Hadland, Susan Admissions/Records Specialist II/ SAC	Effective: February 1, 2012 Grade 8, Step 6 + 10%L \$52,022.08
Harsen, Eric Graphic Designer/ District	Effective: June 1, 2012 Grade 14, Step 6 + 2.5%L \$64,347.62
Hernandez, Pablo Custodian/ SAC	Effective: February 1, 2012 Grade 4, Step 6 + 5%SW + 2.5%L \$43,865.59
Hjorth, Debra Administrative Secretary/ SCC	Effective: January 1, 2012 Grade 12, Step 6 + 2.5%L \$58,008.56
Hurtado, Veronica High School/Comm. Outreach Spec./ SAC	Effective: May 1, 2012 Grade 13, Step 6 + 6PG + 2.5%Bil + 5%L \$64,206.49
Johnson, Maureen Administrative Clerk/ District	Effective: January 1, 2012 Grade 10, Step 6 + 5%L \$54,012.02
Lusk, Eugenia Executive Secretary/SAC	Effective: April 1, 2012 Grade 14, Step 6 + 2.5%L \$64,347.62
Moreno, Maria Admissions/Records Spec. III/ SAC	Effective: May 1, 2012 Grade 10, Step 6 + 2.5%Bil + 5%L \$55,298.02
Nava, Sergio Custodian/ School of Continuing Education/SAC	Effective: April 1, 2012 Grade 4, Step 6 + 5%SW + 5%L \$44,885.72

Correct Effective Date of Longevity Increment cont'd

Nevils, Marcelina Purchasing Assistant/ District	Effective: February 1, 2012 Grade 11, Step 6 + 2.5%L \$55,100.05
Nguyen, Andy Media Systems Electronic Tech./SAC	Effective: April 1, 2012 Grade 13, Step 6 + 5%SW + 5%L \$65,507.81
Quinonez, Raul Bookstore Storekeeper/ SAC	Effective: May 1, 2012 Grade 8, Step 4 + 2.5%L \$43,963.21
Sanchez, Angelo Lead Maintenance Worker/ SAC	Effective: May 1, 2012 Grade 14, Step 4 + 5%L \$59,741.72
Schultz, Maria Applications Spec. IV/ District	Effective: March 1, 2012 Grade 22, Step 6 + 6PG + 5%L \$109,865.62
Tran, John Media Systems Electronic Tech./ SAC	Effective: June 1, 2012 Grade 13, Step 6 + 10%L \$65,507.81
Turrentine, Michael Tech. Specialist II/ District	Effective: June 1, 2012 Grade 15, Step 6 + 5%SW + 5%L \$73,120.93
Verduzco, Maria Senior Clerk/ School of Continuing Education/SAC	Effective: May 1, 2012 Grade 8, Step 6 + 5%L \$49,657.44

Out of Class Assignment

Dorin, Mirela Administrative Secretary/ Business Div./ SAC	Effective: 01/18/12 – 06/30/12 Grade 12, Step 6 + 2.5%L + 3PG \$59,508.56
Gibson, Susan Administrative Secretary/ Human Services & Tech./ SAC	Effective: 01/18/12 – 06/30/12 Grade 12, Step 4 \$51,318.76
Lopez, Felipe Gardener/Utility Worker/ SAC	Effective: 01/01/12 – 03/31/12 Grade 8, Step 4 + 5%L \$45,035.49

Out of Class Assignment cont'd

Withey, Tonimarie Administrative Secretary/ Fine & Performing Arts /SAC	Effective: 01/18/12 – 06/30/12 Grade 12, Step 6 + 7.5%L \$60,838.25
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Change in Position

De la Torre, Irma From: Admissions/Records Spec. III Orange Education Center To: Administrative Clerk (CL11-0335) Admin. Services/ SCC	Effective: February 27, 2012 Grade 10, Step 6 + 2.5%L \$52,726.02
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Change in Salary Placement

Betancourt, M. Uriydiche Student Services Coordinator	Effective: January 4, 2012 Grade 15, Step 6 \$66,246.30
Cossio, Gilbert Information Systems Specialist	Effective: July 1, 2011 Grade 11, Step 4 \$48,747.97
McAdam, Justin Custodian/ SAC	Effective: 11/01/11 Change in Shift Grade 4, Step 2 + 5%SW \$34,380.48
Tran, Anh Phuong Support Services Assistant	Effective: July 1, 2011 Grade 11, Step 3 + 5PG \$46,603.78

Leave of Absence

Vincent, Oliver Custodian/ SCC	Effective: 01/31/12 – 06/30/12 Reason: Unpaid Leave of Absence
Espinosa, Laura Administrative Clerk/ Academic Affairs/ SCC	Effective: 02/13/12 – 05/06/12 Reason: FMLA

CLASSIFIED HOURLY

New Appointments

Frausto, Jesus Instructional Assistant (CL12-0341) Math & Science/ SCC	Effective: February 14, 2012 Up to 19 Hours/Week School Session Grade 5, Step A \$15.80/Hour
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Temporary to Hourly On Going

Counts, Christopher District Safety Officer (CL11-0307)	Effective: January 24, 2012 Up to 19 Hours/Week School Session Grade 9, Step A \$18.46
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Correct Effective Date of Longevity Increment

Arreola, Patricia Instructional Assistant/ School of Continuing Education/SAC	Effective: May 1, 2012 Grade 5, Step A + 5%L \$16.59
Campos, Griselda Data Entry Clerk/ Child Dev. Services	Effective: June 1, 2012 Grade 5, Step A + 4PG + 2.5%L \$16.20 + \$83.33/Mo. PG
Gahbler, Marison Instructional Assistant/ School of Continuing Education/SAC	Effective: January 1, 2012 Grade 5, Step A + 2.5%Bil + 5%L \$16.99
Gardea, Omar Instructional Assistant/ School of Continuing Education/SAC	Effective: November 1, 2011 Grade 5, Step A + 2.5%L \$16.20
Navarro, Lewis District Safety Officer/ District	Effective: March 1, 2012 Grade 9, Step A _ 2.5%L \$18.93
Nguyen, Joseph Instructional Assistant/ SAC	Effective: May 1, 2012 Grade 5, Step A + 1PG + 2.5%L \$16.20 + \$20.83/Mo. PG
Rice, Tera Sr. Cashier/ SCC	Effective: May 1, 2012 Grade 6, Step A + 2.5%L \$16.78

Leave of Absence

Morphew, Linda
Career Tech/ Counseling/ SAC

Effective: 12/12/11 – 12/16/11
01/09/12 – 01/13/12
Reason: Non Working Day Status
10 Month Contract

TEMPORARY ASSIGNMENT

Alvarado, Delmis
Student Activities Specialist/ Student
Services/ SCC

Effective: 02/28/12 – 06/30/12

Cutspec, Brandice
Instructional Assistant/ Math & Science/
SCC

Effective: 02/28/12 – 06/30/12

Gazda, Patricia
Instructional Assistant/ Science & Math/
SAC

Effective: 02/28/12 – 05/20/12

Lenis Otoupalik, Ana
Business Services Coord./ WBC/ District

Effective: 02/28/12 – 06/30/12

Luu, Brian
Instructional Assistant/ Science & Math/
SAC

Effective: 02/28/12 – 05/20/12

Romero, Isadora
Counseling Assistant/ School of
Continuing Education/SAC

Effective: 02/07/12 – 06/30/12

Zamudio, Rocio
Transfer Center Spec./ Counseling/ SAC

Effective: 02/28/12 – 06/30/12

Additional Hours for On Going Assignment

Donaldson, Brandi
Career Technician/ DSPS/ SAC

Effective: 01/03/12 – 03/30/12
Not to exceed 19 consecutive days in any
given period.

Additional Hours for On Going Assignment cont'd

Gerali, Jacquelyn Career Technician/ DSPS/ SAC	Effective: 01/03/12 – 03/30/12 Not to exceed 19 consecutive days in any given period.
Lupercio, Patricia Instructional Center Tech./ Counseling/ SCC	Effective: 02/27/12 – 04/30/12 Not to exceed 19 consecutive days in any given period.
Nguyen, Hung Admissions & Records Tech Spec./ SAC	Effective: 01/23/12 – 03/16/12 03/26/12 – 06/29/12 Not to exceed 19 consecutive days in any given period.
Serratos, Manuel Test Proctor/ School of Continuing Education/SAC	Effective: 01/25/12 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Zambrano, Adalberto Instructional Assistant/Biology/. SAC	Effective: 02/07/12 – 05/20/12 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Daniels, Lani Library Tech./ SAC	Effective: 02/07/12 – 03/29/12
Fuller, Elisabeth Administrative Secretary/ HR/ District	Effective: 02/10/12 – 06/30/12
Lambing, Corazon Administrative Clerk/ Admin. Services/ SCC	Effective: 01/31/12 – 02/29/12
Mazar, Randy Custodian/ SAC	Effective: 01/01/12 – 02/29/12
Romero, Jennifer Student Program Specialist/ Student Services/ SAC	Effective: 02/02/12 – 06/30/12
Sanchez, Martha Custodian/ SAC	Effective: 01/01/12 – 03/31/12

Substitute Assignments cont'd

Zamudio, Marielena Learning Center Specialist/ School of Continuing Education/SAC	Effective: 01/27/12 – 06/30/12 Not to exceed 19 consecutive days in any given period.
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MISCELLANEOUS POSITIONS

Dutton, Donald Community Services Presenter/ SCC	Effective: 02/13/12
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El-Haggar, Bahiga Community Services Presenter/ SAC	Effective: 02/07/12
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Harari, Joel Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 02/28/12 – 06/30/12
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Instructional Associates/Associate Assistants

Criminal Justice

Alvarez, Ruben	Effective: 02/28/12
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Carter, Robert	Effective: 02/28/12
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Franklin, Jimmy	Effective: 02/28/12
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Hortz, Steve	Effective: 02/28/12
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Lopez, Corina	Effective: 02/28/12
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Parrish, Matthew	Effective: 02/28/12
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Terrell, James	Effective: 02/28/12
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Weichert, Meghan	Effective: 02/28/12
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COMMUNITY SERVICE PRESENTERS

Stipends Effective December 11, 2011- January 10, 2012

Hogue, Tom	Amount: \$ 197.40
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SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Abelar, Adriana Marcela	Effective: 02/01/12-06/30/12
Altamirano, Elba	Effective: 01/23/12-06/30/12
Bravo, Jesus	Effective: 01/24/12-06/30/12
Bueno-Torres, Nadia Analees	Effective: 01/25/12-06/30/12
Cardenas, Raul	Effective: 01/30/12-06/30/12
Cibrian Ortiz, Cynthia	Effective: 01/31/12-06/30/12
Diaz, Nancy	Effective: 01/23/12-06/30/12
Gagarin, Elma Cacho	Effective: 02/13/12-06/30/12
Garcia, Maria Carmen	Effective: 01/23/12-06/30/12
Garcia Garcia, Daniela	Effective: 02/06/12-06/30/12
Guzman, Angelica	Effective: 01/23/12-06/30/12
Higueros, Angelica Maria	Effective: 02/07/12-06/30/12
Huynh, Hien	Effective: 01/23/12-06/30/12
Kaiwi-Barrionuevo, Tiare Makamae	Effective: 02/06/12-06/30/12
Lopez, Vanessa Desiree	Effective: 01/24/12-06/30/12
Meas, Sokennrey	Effective: 01/25/12-06/30/12
Mendoza, Josephine Veronica	Effective: 01/23/12-06/30/12
Najar Jr, Hector	Effective: 02/06/12-06/30/12
Nguyen, Anh Hoang Lan	Effective: 01/23/12-06/30/12
Nguyen, Tri Q	Effective: 02/01/12-06/30/12
Ochoa, Julia Adelina	Effective: 01/25/12-06/30/12
Ortiz Loeza, Elda	Effective: 01/31/12-06/30/12
Padilla Cerezo, Berizohar	Effective: 01/24/12-06/30/12
Reyes, Michelle Shani	Effective: 01/23/12-06/30/12
Salinas, Daniel	Effective: 01/23/12-06/30/12
Sanchez, Sonia Marie	Effective: 02/01/12-06/30/12
Tran, Quyen Thanh	Effective: 01/31/12-06/30/12
Velasco Lewis, Karen Jazmin	Effective: 01/24/12-06/30/12

SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT NEW HIRE LIST

Arias, Jacqueline	Effective: 01/11/12-06/30/12
Edwards, Patrick	Effective: 01/12/12-06/30/12
Kunitsa, Annette	Effective: 01/23/12-06/30/12
Landas, Travis	Effective: 01/24/12-06/30/12
McCoy, Kimberly	Effective: 02/13/12-06/30/12
Rea, Sarah	Effective: 02/13/12-06/30/12
Tran, Adaline	Effective: 01/23/12-06/30/12
Warner, Jordan	Effective: 01/28/12-06/30/12

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

CALIFORNIA STUDENT AID COMMISSION PUBLIC
HEARING
Sacramento, CA – February 23-24, 2012

1 Board Member
(Brian Conley)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of OTA Agreement Renewal - Amendment #4 – Cedars-Sinai Medical Center	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement amendment shall be effective for one (1) year or until termination by written notice of either party. The agreement amendment has been reviewed by Dean Simon Hoffman and college staff. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement renewal amendment with Cedars-Sinai Medical Center in Los Angeles, California.

Fiscal Impact:	None	Board Date: February 27, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	



CEDARS-SINAI MEDICAL CENTER

December 1, 2011

Debbie Hyman, Academic Fieldwork Coordinator
Santa Ana College/Rancho Santiago Community College District
Occupational Therapy Assistant Program
1530 West 17th Street
Santa Ana, CA 92706-3398

Re: Contract – Affiliation – Fourth Amendment to Student Affiliation Agreement
Rancho Santiago Community College District – Occupational Therapy Assistant
Program

Dear Ms. Hyman:

Upon execution by your University, this letter will serve as the Fourth Amendment to the Student Affiliation Agreement entered the 1st day of March, 2008 ("Agreement"), by and between Cedars-Sinai Medical Center, a California nonprofit public benefit corporation, and Rancho Santiago Community College District on behalf of Santa Ana College ("District"), with respect to the following:

1. The first sentence of Article 2 of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the date first referenced above ("Commencement Date") and shall continue to remain in full force and effect until midnight of February 28, 2013, subject to renewal for additional one (1) year term based on the written agreement of the parties, unless sooner terminated in the manner set forth below."
2. Article 3(m)(viii)(a)(3)(iv) of the Agreement is modified to read as follows:

"Health Insurance Portability and Accountability Act of 1996, as amended from time to time, including the amendments and related laws of the Health Information Technology for Economic and Clinical Health Act, and regulations promulgated thereunder, California laws relating to the privacy of patient and individual information and other applicable laws."
3. All other terms and provisions of the Agreement shall remain in full force and effect.

If this Amendment to the Agreement is acceptable to you, please return one signed executed agreement to Cedars-Sinai Medical Center, Department of Rehabilitation, 147 S. Robertson Blvd., Suite #122, Los Angeles, CA 90048, Attn: Maria Cecilia Alpasan, Education and Quality Coordinator.

Sincerely yours,

CEDARS-SINAI MEDICAL CENTER


Bryan Croft
Vice President, Service Line Operations

ACKNOWLEDGED AND AGREED TO
this 28 day of February, 2012

Rancho Santiago Community College District

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor, Business Operations & Fiscal Services
Date: _____

8700 Beverly Blvd. ■ Los Angeles, CA 90048
Office (310) 423-3277 ■ www.cedars-sinai.edu

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of New OTA Agreement – Abbott & Burkhart Therapy	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Abbott & Burkhart Therapy in Ventura, California.

Fiscal Impact:	None	Board Date: February 27, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into on February 28, 2012 by and between **Abbott & Burkhart Therapy**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

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

WITNESSETH:

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

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

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

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

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

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

A. For the Program in General

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

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

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

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

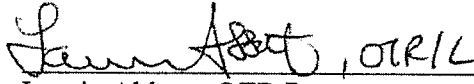
IN WITNESS WHEREOF, the said parties have hereunto set their hands:

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

Agency:

Abbott & Burkhart Therapy
1601 Eastman Avenue, Suite 100
Ventura, CA 93003

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



Laurie Abbott, OTR/L
Co-Owner

Date: _____

Date: _____

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of New OTA Agreement – Masada d.b.a. Counseling and Research Associates, Inc.	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Masada d.b.a. Counseling and Research Associates, Inc., in Gardena, California.

Fiscal Impact:	None	Board Date: February 27, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the **November 17, 2011** by and between Masada dba Counseling and Research Assoc. Inc., hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

**District: Rancho Santiago Community
College District**

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

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

**Agency:
Masada dba Counseling and Research Associates,
Inc.**

**Counseling and Research Associates, Inc.
130 W. Victoria St.
Gardena, CA. 90248**

Marilyn M. Noriega, MA, OTR/L

Marilyn M. Noriega, MA, OTR/L
Occupational Therapy Supervisor
Director of Training

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: February 27, 2012
Re: Approval of New OTA Agreement – Reavis Rehab & Wellness Center, Inc.	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Reavis Rehab & Wellness Center, Inc., in Round Rock, Texas.

Fiscal Impact:	None	Board Date: February 27, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into on February 28, 2012 by and between **Reavis Rehab & Wellness Center, Inc.**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

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

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

District:

Rancho Santiago Community

College District


2323 N. Broadway
Santa Ana, CA 92706

Agency:

Reavis Rehab & Wellness Center, Inc.

1250 S. AW Grimes Blvd.
Round Rock, TX 78664

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



Charise Boone
Executive Director

DATE: _____

DATE: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of New OTA Agreement – The Academy for Advancement of Children with Autism	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with The Academy for Advancement of Children with Autism in Chatsworth, California.

Fiscal Impact:	None	Board Date: February 27, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into on February 28, 12 by and between The Academy, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

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

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

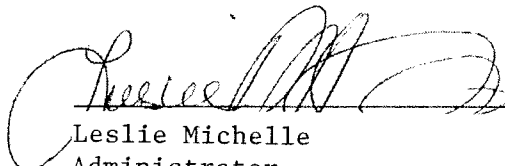
**District: Rancho Santiago Community
College District**
Rancho Santiago Community College

District
2323 N. Broadway
Santa Ana, CA 92706

**Agency: Academy for Advancement of Children
With Autism**

Academy for Advancement of Children With Autism
10824 Topanga Canyon
Chatsworth, CA

Peter J. Hardash
Vice Chancellor



Leslie Michelle
Administrator

Business Operations & Fiscal Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of New OTA Agreement – Brookdale Senior Living d.b.a. Innovative Senior Care	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Brookdale Senior Living d.b.a. Innovative Senior Care in Brentwood, Tennessee.

Fiscal Impact:	None	Board Date: February 27, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered on February 28, 2012 by and between **Brookdale Senior Living d/b/a Innovative Senior Care**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

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

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

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

Agency:
Innovative Senior Care
111 Westwood Place, Suite 400
Brentwood, TN 37027

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



Shad Morgheim, SVP

1/23/12

Date: _____

Date: _____



**SANTA ANA
COLLEGE**

**Santa Ana College
Occupational Therapy Assistant Program
Fieldwork Manual**

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Santa Ana College

Occupational Therapy Assistant Program

Fieldwork Manual

Clinical experience through fieldwork education is an essential part of the Occupational Therapy Assistant (OTA) program at Santa Ana College (SAC). Fieldwork education is provided during each semester of the program. Consistent with the philosophy and curriculum design of the program, fieldwork education is executed in a sequential manner from basic foundational skills to specific aspects of occupational therapy practice across the life span. The fieldwork experiences are designed to provide opportunities to integrate and apply academic learning at progressively higher levels of performance and professional responsibility under supervision. The goal of fieldwork education is to develop competent, entry-level generalists. In order for the OTA student to be trained as a generalist, Santa Ana College's OTA program has affiliation agreements with a variety of clinical sites to provide diverse clinical education. Facilities provide services to culturally diverse individuals across the life span and represent a wide variety of service delivery models that are reflective of current practice in the profession. They provide an opportunity for the clinical application of principles learned in the curriculum. These sites include but are not limited to: General Hospitals, Psychiatric Hospitals and Day Programs, Rehabilitation Centers, Out-patient Clinics, Skilled Nursing Facilities, Hand Therapy Clinics, Pediatric Rehabilitation Clinics, Schools, Child Care Centers, Senior Citizen Programs, Community Service Organizations and Private Practice Occupational Therapists.

A. GENERAL POLICIES FOR LEVEL I AND LEVEL II STUDENTS

1. Ethical Behavior: Students are expected to follow the Occupational Therapy Code of Ethics as described in OTA 101 and 201
2. Students are required to maintain current, original documentation of a medical clearance examination, TB screenings, immunizations and titers and provide copies of this documentation to assigned or potential sites on request. Facilities may have different policies regarding the validity of screenings and students are required to follow these policies.
3. Students are required to maintain current documentation of Cardiopulmonary Resuscitation (CPR) certification.
4. Students receive ongoing instruction in standard safety precautions.
5. Students are trained to maintain confidentiality as defined by HIPAA act.
6. Students are required to pay a mandatory health fee on admission to the program. This gives them access to the Santa Ana College health center services. Additional charges may be incurred for certain services.
7. In the event of illness or injury during fieldwork, the OTA Program and the facility are entitled to ask for documentation to support absences. If a student withdraws from fieldwork because of illness or injury, the OTA Program may require medical clearance before the student is rescheduled.
8. If sites require fingerprinting, criminal background checks, drug and alcohol screening, students are responsible for the cost. Placement at a site can be denied if results are not acceptable.
9. Many sites request the opportunity to interview the student. The AFWC will provide contact details for the site. The student is responsible for scheduling the interview and his/her attendance. Students should take required documentation (health information, CPR certification, malpractice insurance) to the interview.

10. A Conflict of Interest may arise if (for example) a student has worked at a site, has been a patient or client at a site, or is to be supervised by a family member or friend. The OTA Program faculty will make the final determination regarding placement of the student at the site.
11. The OTA program does not inform the fieldwork site of a student's disability or pregnancy without the student's permission. The academic fieldwork coordinator will counsel students on the advantages and disadvantages of sharing this type of information prior to beginning fieldwork.
12. Students are responsible for complying with the appropriate dress and or uniform of the facility. This may include a name tag or student badge. Lab coat or scrubs may be required. The student must be clean and neat in appearance with good body and mouth hygiene. Students are advised to wear closed toe shoes, limited jewelry, make-up and scents. Pants and skirts are to be below the knee with no skin visible around the stomach, lower back or chest. Jeans, t-shirts, tank tops and caps are not permitted. Tattoos must be covered and visible body piercings, with the exception of simple earrings must be removed.
13. Students are to report to the facility at the scheduled time. Both fieldwork coordinators/educators and students need to provide advanced notice to the academic fieldwork coordinator as well as to each other of any needed scheduling changes.
14. Holiday schedule: The student is required to adhere to the holiday policy of the facility.
15. Tardiness: Promptness is expected as a professional behavior and tardiness is not acceptable. Three occurrences of tardiness will equal one absence during the Level II fieldwork training.
16. Reporting of Accident: In the case of any accident, the student must report the incident in accordance with the facility's standard procedure. Students must report injuries to the school within 24 hours of the incident
17. Student problems: The academic fieldwork coordinator and the program coordinator are available for consultation with either the student or fieldwork educator at any time for problems, concerns, or emergencies.

B. LEVEL I FIELDWORK (OTA 101L, OTA 102L, OTA 103L)

Level I Fieldwork is designed to be an integral part of didactic coursework through directed observations and participation in selected settings. These experiences shall not substitute for any part of Level II Fieldwork and are not intended to emphasize independent performance. Level I Fieldwork shall be supervised by qualified personnel which include, but are not limited to licensed occupational therapists, certified occupational therapy assistants, speech pathologists, teachers, activity directors, physical therapists, social workers, nurses, recreational therapists.

1. Level I General Learning Objectives

During the Level I Fieldwork experience, students are expected to:

1. Relate and/or apply classroom learning to practical settings through basic exposure, observation, and/or participative experience.
2. Demonstrate professional work habits and behaviors.
3. Establish meaningful and comfortable relationships with clients/patients and/or caregivers.
4. Establish positive working relationships with staff.
5. Demonstrate good judgment in seeking assistance, responding to feedback and supervision, and conduct himself/herself ethically and with appropriate courtesy and attitudes in all working relationships.

6. Formulate general therapeutic goals and objectives appropriate for the specific practical setting by utilizing the holistic approach and integrating information with assistance from the clinical educator.
7. Demonstrate verbal and written communication in a clear, concise, and professional manner with assistance as necessary.
8. Identify the various roles in which an occupational therapy assistant performs or functions in the setting to which the student is assigned.
9. Observe the roles and functions of various team members in the treatment of the patients/clients.
10. Demonstrate responsibility and respect for the safety, age, gender, client/patient diagnosis, cultural diversity and confidentiality of the patient/client.
11. Observe role delineation of OTR/COTA/aide if applicable.
12. Observe administrative functions of the department and the role of OT in relation to administrative procedures.
13. Observe and participate in community based treatment if possible.
14. Conduct a structured or unstructured interview with a patient/ client or caregiver if required to complete the student's assignment.

2. Level I Student Responsibilities

Students are to:

1. Contact the fieldwork coordinator or educator in accordance with the timeline proposed by the Academic Fieldwork Coordinator to schedule dates and times to attend the facility after receiving the assignment.
2. Inquire regarding the dress code of the facility.
3. Report to the facility at the scheduled time. Provide advanced notice to the academic and/or fieldwork site coordinator of any needed scheduling changes
4. Provide their own transportation to and from sites and site-to-site.
5. Maintain a professional manner/professional relationships at all times. This includes maintaining safety standards and confidentiality.
6. Communicate with the academic fieldwork coordinator promptly regarding any special needs or problems with the fieldwork placement.
7. Complete all written assignments within stated timeframe.
8. Complete fieldwork site evaluation form
9. Maintain and ensure compliance of the attendance record

3. Level I Fieldwork Educator's Responsibilities

Fieldwork Educators are to:

1. Provide opportunities for basic exposure, observation and participative experiences at their discretion with clients/patients.
2. Provide orientation to the practical setting.
3. Provide supervision and necessary support to the students as well as ongoing verbal feedback regarding progress or problems.
4. Verify student's attendance by signing the student attendance record.
5. Complete the students' performance evaluation form upon the completion of the fieldwork experience.
6. Contact the Academic Fieldwork Coordinator should assistance be needed to address student's performance.

4. Level I Coursework

i. OTA 101L - Exploration of Occupation

Concurrent courses: OTA 100 - Medical Terminology and Documentation
OTA 101 - Foundations of Occupation and Occupational Therapy
OTA 110- Human Occupation Across Lifespan

Fieldwork Assignment: Level 101 fieldwork is an observational experience. It is intended to introduce the student to Occupation across the Lifespan in a well population. The student is required to observe 5 different individuals or groups: preschoolers, middle or high school students, college students, adults and seniors. Based on the Occupational Therapy Framework, the student identifies the ways in which context, activity and client factors influence participation in occupation.

Relationship of fieldwork to didactic curriculum: During the first semester of course work the students are learning about the role of occupational therapy and the theoretical frames of reference used in occupational therapy. During the fieldwork they are able to observe human occupation across the life span in terms of ADLs and IADL's, rest and sleep, social participation, education, work, play and leisure and participate in the teaching/learning process consistent to OT practice. They are required to complete an activity analysis in each setting using the skills learned in the classroom. They also complete a written assignment that requires clear, concise, professional written reporting of their observations.

Grading: Fieldwork accounts for 20% of the total grade in OTA 101L. Fieldwork assignments are graded on completion of observational hours and completion of the written assignment. If the student does not pass this assignment on the first attempt, it must be repeated. If time allows, the fieldwork can be repeated during the semester. If there is not adequate time during the semester, the student can have a grade of incomplete for the class and repeat the fieldwork prior to the first day of the next semester. If the student does not pass the fieldwork on the second attempt, s/he will receive a failing grade.

Criteria for fieldwork site selection:

1. Age appropriate clientele suitable for student observation.
2. Adequate variety of activities taken place in the fieldwork site.
3. Exposure to cultural diversity.

ii. OTA 102L - Psychosocial Components of Occupation

Concurrent Courses: Psych 250 – Abnormal Psychology
OTA 115 – Human Disease and Occupation
OTA 111- Applied Kinesiology
OTA 102 - Psychosocial Function and Dysfunction

Fieldwork Assignment: The second fieldwork experience consists of 32 hours of observational practice of psychosocial dysfunction. The purpose of the fieldwork during the second semester is for the students to further develop their skills through directed observation with participation at the clinical educator's discretion in a psychosocial setting. Consistent with the curriculum design, the complexity of fieldwork increases at this level. The students are required to complete a patient/client interview noting therapeutic use of self, document treatment, comment on the role of the OT, participate in

evidenced-based practice, and identify an ethical dilemma. The student is also required to keep a daily journal to record treatment sessions observed and to note personal reaction to the fieldwork experience.

Relationship of fieldwork to didactic curriculum: During this semester the students are learning about psychosocial dysfunction and occupational therapy frames of reference and interventions for mental health in the classroom. They are also continuing to develop their documentation skills and their understanding of the role of occupational therapy. This fieldwork assignment allows exposure to patients/clients with psychosocial dysfunction and the role of occupational therapy practitioners and other health care providers in mental health settings.

Grading: Fieldwork accounts for 20% of the total grade in OTA 102L. Fieldwork assignments are graded on completion of observational hours, student evaluation completed by the fieldwork site educator and completion of the written assignment.

The student evaluation is graded on a 1 to 10 scale in eight categories with 10 being the highest score. The maximum possible score is 80 and the minimum passing score is 60. The student must receive a passing grade on both the student evaluation and the assignment to pass this course.

Criteria for fieldwork site selection:

1. Settings include, but are not limited to, the following: psychiatric hospitals, mental health clinics, community service organizations, day care programs, chemical dependency program, geropsychiatric programs or child/adolescent mental health program. Due to the limited psychosocial fieldwork sites, placement for this fieldwork may also be at selected brain injury or pediatric programs.
2. Fieldwork sites provide services to clients whose primary disabilities or needs are grossly or precisely categorized as psychosocial in nature.
3. Adequate designated qualified personnel for student supervision.
4. The facility values a client-centered approach and activities and services provided to the clientele are humanistic and culturally sensitive.
5. Adequate opportunities are provided for students to observe and participate in order to fulfill the expectations stated in the written assignment.

iii. OTA 103L Physical Components of Occupation

Concurrent Courses:

OTA 103 - Physical Function and Dysfunction

OTA 201 - Contemporary Models of Occupational Therapy Practice

Fieldwork Assignment: During this semester the students are required to complete 32 hours of observational fieldwork in a physical dysfunction setting. This fieldwork is usually completed under the supervision of a certified occupational therapist or certified occupational therapy assistant. As the students' skills continue to develop, the complexity of the fieldwork assignment continues to increase. At this level the student is expected to complete an interview with a client in the role of a COTA, write notes in a SOAP format as well as the format used at the facility, identify and make judgments regarding an ethical dilemma, and identify the role of OT in terms of the OTR/COTA relationship and/or the role the OT practitioner in relationship to other disciplines in the facility. The student is also required to participate in evidence based practice and to examine therapeutic use of self. Additionally the student is required to keep a daily journal to record treatment sessions observed and to note personal reaction to the fieldwork experience.

Relationship of fieldwork to didactic curriculum: This fieldwork relates to the classroom teaching of physical function and dysfunction across the life span. This includes information regarding a wide variety of diagnosis that result in physical dysfunction and current therapeutic approaches to treatment in occupational therapy practice. The fieldwork allows the student the opportunity to observe specific physical deficits, evaluation procedures, and treatment approaches. In selected settings the student may have the opportunity to provide hands on treatment at the discretion of their clinical educator.

Grading: Fieldwork accounts for 20% of the total grade in OTA 103L. Fieldwork assignments are graded on completion of observational hours, student evaluation completed by the fieldwork site educator and completion of the written assignment.

The student evaluation is graded on a 1 to 10 scale in eight categories with 10 being the highest score. The maximum possible score is 80 and the minimum passing score is 60. The student must receive a passing grade on both the student evaluation and the assignment to pass this course.

Criteria for fieldwork site selection:

1. Sites include, but are not limited to, the following: hospitals, skilled nursing facilities, hand therapy clinics, out-patient clinics, pediatric settings, rehabilitation centers, or community service organizations.
2. Fieldwork sites provide services to clients whose primary disabilities or needs are grossly or precisely categorized as physical dysfunction in nature.
3. Adequate designated qualified personnel for student supervision.
4. The facility values a client-centered approach and activities and services provided to the clientele are humanistic and culturally sensitive.
5. Adequate opportunities are provided for students to observe and participate in order to fulfill the expectations stated in the written assignment.

C. LEVEL II FIELDWORK

(OTA 202 and OTA 203)

Level II fieldwork is designed to promote clinical reasoning and reflective practice, to convey the values and beliefs that enable the application of ethics related to the profession, to communicate and model professionalism as a developmental process and a career responsibility, and to develop and expand a repertoire of occupational therapy assessments and interventions related to human occupation and performance.

Level II fieldwork occurs at the end of classroom studies and consists of two 8 week fieldwork sessions: one in a psychosocial setting and one in a physical dysfunction setting. Settings may be traditional or emerging providing a client-centered approach where engagement in occupation to support participation is the preferred outcome of the therapy process. These settings provide students with the opportunity to be exposed to a variety of clients across the lifespan and include opportunities for the students to deliver occupational therapy services that focus on the use of purposeful and meaningful occupation using various service delivery models. Level II OTA Fieldwork students must be supervised by an occupational therapy practitioner, OT or OTA, who meets state regulations and has a minimum of one year of practice experience, subsequent to initial certification.

1. General Policies for Level II Students

1. The student needs to complete and pass a minimum of 16 weeks (2x 8-week) full time Level II Fieldwork in order to graduate. Typically placements are for 5 days a week for the number of hours per day considered full time by the facility. Fieldwork may be scheduled in accordance with the fieldwork site's timetable and at the discretion of the program coordinator and academic fieldwork coordinator. Subject to availability fieldwork may be completed on a part-time basis as defined by the facility provided that it is no less than 50% of a full-time equivalent at that site
2. At the discretion of the AFWC, the student may complete Level II fieldwork in a one setting if it exemplifies more than one practice area and provided that the facility has availability, or in a maximum of three different settings.
3. Attendance: No more than 16 hours of absence is allowed during each Level II Fieldwork assignment. Absence is allowed in the case of illness or emergency only. If the student requires an absence in excess of 16 hours, the time can be made up if the facility is able to provide it. If the facility is unable to accommodate the absenteeism, regardless of reason, the student will fail the assignment. It is the student's responsibility to inform the fieldwork site and the academic fieldwork coordinator of any absence or tardiness prior to the assigned start time.
4. Performance expectations: Students entering Level II fieldwork are not expected to be performing with entry level competency. It is expected that they will gain this competency with the Level II training experience.
5. Academic Status: All prerequisites and general education classes must be passed and OTA core courses must be passed with a grade of "C" or better for students to be eligible for Fieldwork Level II.
6. Fieldwork Evaluation: Students will be assessed by the AOTA Fieldwork Performance Evaluation for The Occupational Therapy Assistant Student. The evaluation consists of 25 items that are scored on a scale of 1 to 4, with 1 being the lowest and 4 being the highest score. The maximum possible score is 100 and the minimum passing score at midterm is 54 and on the final is 70. A score of 3 or better is required on the Ethics and Safety items (1, 2, & 3) on the final in order to pass regardless of the total score. OTA 202 and 203 students are given a pass/ no pass grade based on the Fieldwork Educators' assessment. Santa Ana OTA Program faculty reserves the right to contest a students' grade.
7. At midterm, the clinical educator should review the evaluation with the student to provide feedback and identify areas in need of improvement in the student's performance. If the student's performance is unsatisfactory at the midterm evaluation, the academic fieldwork coordinator must be notified immediately and a collaborative plan will be developed to assist the student. Ongoing communication regarding the status of the plan and the student's progress will be maintained.
8. Students must pass both of the fieldwork assignments to meet the requirements for eligibility to sit for the NBCOT Certification Examination. Fieldwork may be repeated one time at the discretion of the faculty and subject to availability. If a passing score is not achieved on the repeated fieldwork, the student will be dismissed from the OTA program.
9. To ensure the continuity of application of academic concepts, all fieldwork shall be completed within 18 months following completion of academic preparation. This refers to completion of all classes and especially core classes such as O.T.A 101, 102, 103 and O.T.A lab classes.
10. Students may not contact facilities to schedule their own placements.
11. Students may only attend facilities that have entered into an affiliation agreement with Rancho Santiago Community College District on behalf of Santa Ana College.
12. Students are placed at sites that will provide them with a variety of experiences and enable them to exit the program as an entry-level generalist. Although the student's interests, learning style, special skills and geographic location are considered, all placements are subject to the availability of a facility

to accommodate the student. A 30 mile distance between residence and fieldwork site is considered reasonable.

13. A student may withdraw from a fieldwork site for medical reasons or because of extenuating life circumstances. Documentation regarding the situation may be required. Reassignment will be at the discretion of the Program Director and Academic Fieldwork Coordinator.
14. The removal of a student from a fieldwork site for reasons other than failure will be determined by OTA Program faculty.
15. If a student unilaterally chooses to withdraw from a rotation, the student will fail the rotation. Placement at an additional rotation will depend on reasons for withdrawal and evidence of a remediation plan and action if appropriate. If an additional rotation is permitted, it will be scheduled concurrent with the college calendar. Permission to continue in the program will be at the discretion of the Santa Ana College OTA Program faculty.
16. Student evaluation of fieldwork: The fieldwork experience will be evaluated by the student using the AOTA Student Evaluation of Fieldwork Experience form.

2. Level II General Objectives

1. The student will adhere to the AOTA Code of Ethics
2. The student will follow all policies and procedures of the fieldwork site and the Santa Ana College OTA Program.
3. The student will demonstrate **professional work habits and behaviors** as evidenced by:
 - 3.1. establishing, maintaining and terminating therapeutic relationships with the patients/clients
 - 3.2. actively listen to the client, showing appropriate empathy and avoiding judgment of the client
 - 3.3. developing positive working relationships with staff
 - 3.4. accepting feedback and utilizing constructive suggestions in a timely and positive manner
 - 3.5. taking initiative to resolve problems and seeking supervision as needed, asking questions when appropriate and offering suggestions and possible solutions to problems
 - 3.6. independently seeking out opportunities for further learning and utilizing available resources effectively. These resources may include other personnel at the fieldwork site, reference material, and program and school faculty among others
 - 3.7. being able to identify his or her own personal strengths and areas for improvement
 - 3.8. respecting cultural diversity including a client's need for space, touch, eye contact
 - 3.9. understanding the importance of patient confidentiality
 - 3.10. maintaining the clients' confidentiality by keeping documents in a secure area and holding confidential conversations in private areas
 - 3.11. identifying himself/herself when appropriate and explain his or her role.
 - 3.12. sharing appropriately with clients, families, significant others, colleagues, service providers, and the public regarding his/her personal life
 - 3.13. reporting to the fieldwork setting on time and demonstrating readiness to begin his/her work responsibilities as scheduled. If students anticipate that they will be late or absent, appropriate and timely notification is given to superior, staff, and clients and program faculty
 - 3.14. being punctual in attending all meetings and scheduled treatment activities as directed by supervisor
 - 3.15. completing all required documentation and assignments in a consistently timely manner
 - 3.16. effectively using time if and when scheduled treatments or meetings are postponed or cancelled

- 3.17. effectively adjusting to changes that occur and to modify priorities as necessary in response to such changes
- 3.18. share the responsibility for the maintenance of equipment, inventory of supplies/materials and the treatment environment to assure safety and adequacy of supply of necessary items
4. Student will **develop entry level competencies** for the Level II fieldwork by the end of the experience as evidenced by the student achieving a passing score AOTA Level II Fieldwork Evaluation. Student will assume full client caseload, as defined by fieldwork site, by end of the rotation.
5. Students will demonstrate an understanding of the **role delineation** of OTR/COTA/aide regarding screenings, evaluation, goal development, program planning, intervention and termination of treatment. The student will be able to assume the appropriate level of responsibility including the supervision and guidance of aides and caregivers.
6. The student will understand the different roles and contributions to treatment of other team members and be able to collaborate with them in supporting the client's achievement of his/her goals.
7. The student will demonstrate an awareness of the importance of **safety** to self and others as evidenced by
 - 7.1. Acquiring a knowledge of the site's safety precautions (i.e. first aid, fire drill)
 - 7.2. Analyzing the treatment space for potential safety hazards
 - 7.3. Being aware of sharps at all times.
 - 7.4. Using methods of treatment and strategies that prevents injury.
 - 7.5. Consistently following equipment safety protocols.
 - 7.6. Seeking out assistance whenever in doubt
 - 7.7. Continuously monitor patient's response to treatment (i.e. pain).
8. The student will demonstrate the ability to **communicate** efficiently and effectively in a professional manner, verbally, in writing and nonverbally with clients, families, significant others, colleagues, service providers, and the public as evidenced by:
 - 8.1 conveying the value of occupation as a method and desired outcome of occupational therapy.
 - 8.2 accurately recording data during screening, evaluations and treatment
 - 8.3 reporting in writing and/or verbally to others involved with treatment of the client.
 - 8.4 following written, verbal and demonstrative directions accurately
 - 8.5 being consistently clear in communication regardless of age, gender, culture or ethnicity.
 - 8.6 adjusting content and/or behavior based on clients' reactions.
 - 8.7 showing appropriate emotion through body language and facial expression
 - 8.8 clearly giving instructions and appropriate cues or prompts during treatment sessions.
 - 8.9 accounting for language barriers and developing strategies to overcome these barriers
9. As part of the **evaluation** process, the student will be able to
 - 9.1. obtain information from relevant resources such as client, families, significant others, service providers, and records
 - 9.2. accurately carry out selected data collection procedures as assigned such as client interview, administration of standardized assessment tools, and observation

- 9.3. utilize information in the development of effective therapeutic interventions
 - 9.4. be able to identify the clients strengths and areas of need and contribute to establishing goals
10. The student will develop and implement **treatment** programs that address the person, occupation and contextual factors. The plan will reflect an understanding of the patient's strengths and needs, discharge plans, and the effect of the environment. As part of this process the student will be able to
- 10.1. select and plan the use of a variety of occupational therapy techniques, therapeutic media and other activities, in collaboration with the OTR, the client and significant others in order to prevent client's deterioration in occupational performance, and/or maintain, develop and/or restore occupational performance skills
 - 10.2. measure client performance to determine effectiveness of methods used
 - 10.3. demonstrate the ability to adjust treatment strategies based on patient performance
 - 10.4. inform fieldwork educator of observations and recommendations
 - 10.5. keep client and/or significant others informed of progress and/or changes in treatment program
 - 10.6. participate in discharge planning and contribute to the identification of the need to terminate treatment
 - 10.7. seek out appropriate community resources that support the clients occupational performance

D. CRITERIA FOR FIELDWORK SITE SELECTION

- 1. The fieldwork site shall be approved by the appropriate accrediting agencies or meet equivalent standards.
- 2. The responsibilities of each fieldwork site shall be clearly documented and accessible to all personnel and students on request. Examples of this documentation include letters, contracts, and memorandum of understanding or fieldwork site data forms.
- 3. Objectives for the fieldwork experience shall be:
 - 3.1 developed as a result of collaboration between the academic and the program fieldwork educator during by on-site visits, formal and informal communication, and the AOTA evaluation of the student experience by the fieldwork educator.
 - 3.2 communicated to the student.
- 4. Fieldwork shall be conducted in settings that are able to meet the needs of the students by providing clinical application of the principles, theories, and techniques learned in the academic setting.
- 5. The ratio of students to fieldwork educators and the ratio of personnel to patient/client shall be adequate to ensure proper supervision and assessment of student skills to meet the fieldwork objectives while ensuring optimal patient care.
- 6. Registered and licensed occupational therapists or certified occupational therapy practitioners with a minimum of one year experience in the practice setting will be made available for student supervision.
- 7. Fieldwork sites shall demonstrate ethical and humanistic practices that are consistent with the program including the consideration of all factors influencing occupation.

E. TERMINATION FROM FIELDWORK SITES

1. The following guidelines are recommended to identify failing performance at both at midterm and at the final evaluation.
 - 1.1. A significant percentage of unsatisfactory or low scores on the AOTA Fieldwork Evaluation.
 - 1.2. Behaviors that put co-workers, self, and/or clients at risk.
 - 1.3. Unethical or unprofessional behaviors
 - 1.4. Significant deficits in developing skills in implementing treatment.
 - 1.5. Failure to adhere to policies and procedures at facility/fieldwork sites.
 - 1.6. Failure to fulfill any appropriate and essential requirement or significant issue particular to that fieldwork site.
2. If a student's performance is determined to be deficient or failing at any time during the fieldwork experience, the supervising therapist must notify the Academic Fieldwork Coordinator at the OTA Program at Santa Ana College. If the fieldwork site educators agree, the following alternative actions will be offered to the student:
 - 2.1. A learning and /or behavioral contract will be entered into by the student and fieldwork coordinator/educator. Input from the academic fieldwork coordinator, program coordinator and other faculty should be considered. The student may then correct deficiencies and successfully complete the fieldwork experience. The student may be required to continue the rotation for more than 8 weeks in order to meet the objectives.
 - 2.2. Student will complete the fieldwork experience at the discretion of the fieldwork educator. There will be no guarantee of the outcome. For example, the student may not achieve passing scores; hence the student would receive a grade of no credit for the fieldwork experience.
 - 2.3. The student may leave the fieldwork experience immediately and receive a grade of no credit for the fieldwork experience. A remediation plan that will require the approval of the academic fieldwork coordinator and/or program coordinator will be established. This may include additional pre-clinical or work experience in that specific area of practice, and/or other strategies identified by the academic fieldwork coordinator and the student. If the remediation plan is successful, the student will be placed at a fieldwork site as one becomes available and according to the OTA Program at Santa Ana College's course registration requirements (i.e. semester registration deadlines and class availability).
3. Ongoing communication between the fieldwork site, the student, and the academic fieldwork coordinator is essential during this process. It is imperative both the fieldwork site and the student contact the OTA Program at Santa Ana College if a student is having difficulties.

F. SAMPLE SCHEDULE FOR LEVEL II FIELDWORK

Each student will receive consistent, periodic review of their performance while completing the objectives identified at Level II Fieldwork sites. The OTA Program at Santa Ana College requests the following schedule for formal evaluation

- Two weeks – the purpose is to identify progress and any significant issues that may require remediation.
- Four weeks – the purpose is to complete the AOTA Fieldwork Evaluation for the Occupational Therapy Assistant and share scores with the student.

If a student is progressing satisfactorily, use the recommended format of AOTA Fieldwork Evaluation at midterm. If a student is having difficulty, contact the Academic Fieldwork Coordinator for guidance/assistance.

- Six weeks – the purpose is to identify progress and any significant issues that may require remediation.
- Eight weeks – the purpose is to complete the AOTA Fieldwork Evaluation, meet with the student, and submit the evaluation to the OTA Program at Santa Ana College.

Week I - Facility Orientation and Observation

During the first week the student should become familiar with:

- Physical layout of facility
- Facility forms, policies and procedures
- Equipment and supplies
- Role of occupational therapy and other disciplines
- Patient scheduling
- Organization of charts
- Documentation requirements
- Evaluation procedures
- Treatment philosophies and approaches
- Safety procedures, body mechanics, transfer techniques
- Administrative procedures
- Team/departmental and patient related meetings

Week II

During the second week the student the student should:

- Observe a variety of treatments by occupational therapists and other team members
- Review the chart of one established patient and carry out the treatment program developed by the OT practitioner
- Develop and carry out a treatment plan in conjunction with the educator
- Observe an initial evaluation and participate in the treatment plan
- Receive training in data collections procedures used by COTA's
- Document on all treatment performed in accordance with the facilities' documentation requirements

Week III

During the third the student should:

- Be responsible for developing and maintaining own schedule
- Plan and implement treatment for 1 to 2 patients with direct supervision (individual or group treatment)
- Document on all treatment performed
- Perform selected data collection procedures with direct supervision
- Participate in all relevant meetings

Week IV

During the forth week the student should:

- Receive assignment for special project to be completed by end of fieldwork *
- Perform selected data collection procedures with supervision as needed
- Plan and implement treatment for 2-4 patients per day with supervision as needed
- Document on patient's treated including weekly progress notes
- Interpret role of occupational therapy and treatment goals to patient and/or family members
- Communicate at team meetings/conferences with direct supervision

Week V

During the fifth week the student should:

- Manage the treatment program for 2-4 patients with plans reviewed by educator but without the need for direct supervision
- Perform selected data collection procedures with results reviewed by educator
- Complete all documentation for patient caseload
- Participate in all meetings related to patient caseload
- Assess own skill level and request supervision/assistance as needed
- Participate in family/staff training for patients on caseload

Week VI

During the sixth week the student should:

- Manage the treatment program for a minimum of 4 patients.
- Perform selected data collections procedures with good accuracy
- Demonstrate increased proficiency with observational skills and alter treatment program based on patient performance
- Maintain all required documentation on a timely basis
- Purchase equipment for patients with supervision
- Participate in community based treatment, such as home evaluation or job site evaluation, if applicable, with direct supervision
- Participate in discharge planning, develop home program and provide patient/family training

Week VII

During the seventh week the student should:

- Continue to refine all skills as stated in Week VI and maintain a caseload of 4 to 6 patients

Week VIII

During the eighth week the student should:

- Complete and present special project
- Plan for completion of Fieldwork with discussion of termination with patients and updating all treatment plans
- Complete all documentation
- Demonstrate competency at an entry level OTA

A project to be determined by the fieldwork educator is to be completed during the rotation. Suggestions include participation in program development, a comprehensive case study, a relevant clinic project such as documenting the availability of community resources, participation in a field trip with in-service to staff, developing a staff or family training program, or developing an in-service for other disciplines.

ACADEMIC HONESTY POLICY (From 2011/2012 SAC Catalog, page 32:)

Students at Santa Ana College are expected to be honest and forthright in their academic endeavors. To falsify the results of one's research, to steal the words or ideas of another, or to cheat on an examination, corrupts the essential process by which knowledge is advanced. Academic dishonesty is seen as an intentional act of fraud, in which a student seeks to claim credit for the work or efforts of another without authorization, or uses unauthorized materials or fabricated information in any academic exercise. As institutions, we also consider academic dishonesty to include forgery of academic documents, intentionally impeding or damaging the academic work of others, assisting other students in acts of dishonesty or coercing students into acts of dishonesty.

In cases where a violation of academic honesty is discovered, the faculty member is encouraged to file and "Academic Misconduct Incident Report" form and distribute the form to the appropriate offices listed.

In matters relating to academic honesty violations, the primary responsibility for disciplinary proceedings rests with the instructor and the academic division where the violation allegedly occurred.

ACADEMIC ACCOMMODATION STATEMENT

A student with a disability, who would like to request an academic accommodation, is responsible for identifying herself/himself to the instructor and to the Disabled Student Programs and Services (DSPS). To make arrangements for academic accommodations, contact the Disabled Student Office in Johnson Center, U-103, or phone (714) 564-6264, TTY (714) 564-6284 for a referral to the appropriate DSPS Department.

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

To: Board of Trustees	Date: February 27, 2012
Re: Approval of New OTA Agreement – Valley Health System, L.L.C.	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for one (1) year or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Valley Health System, L.L.C., in Las Vegas, Nevada.

Fiscal Impact:	None	Board Date: February 27, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

Please check all areas where you may have students wishing to do their clinicals with us:	
<input type="checkbox"/> Registered Nursing	<input type="checkbox"/> Medical Coding
<input type="checkbox"/> Practical Nursing	<input type="checkbox"/> Sonography
<input type="checkbox"/> Advanced Practice Nursing	<input type="checkbox"/> Radiology
<input type="checkbox"/> Certified Nursing Assistant	<input type="checkbox"/> Social Workers
<input type="checkbox"/> Physical Therapist	<input type="checkbox"/> Surgical Technology
<input type="checkbox"/> Physical Therapist Assistant	<input type="checkbox"/> Pharmacy Technician
<input type="checkbox"/> Occupational Therapist	<input type="checkbox"/> Medical Imaging
<input type="checkbox"/> Occupational Therapy Assistant	<input type="checkbox"/> Physician Assistant
<input type="checkbox"/> Emergency Medical Technician	<input type="checkbox"/> Cardiorespiratory Services
<input type="checkbox"/> Paramedic Medicine	<input type="checkbox"/> Speech Therapy
<input type="checkbox"/> Health Information Technology	<input type="checkbox"/> Therapy Services
<input type="checkbox"/> Clinical Laboratory Sciences including Phlebotomy	

SCHOOL AFFILIATION AGREEMENT

This Agreement is entered into to be effective as of the 1st day of February, 2012, by and among Rancho Santiago Community College District on behalf of Santa Ana College, (hereinafter referred to as "District"), Valley Health System, L.L.C. d/b/a Centennial Hills Hospital Medical Center, Spring Valley Hospital Medical Center, Desert Springs Hospital & Valley Hospital Medical Center ("VHS"), and Summerlin Hospital Medical Center, L.L.C. d/b/a Summerlin Hospital Medical Center ("SHMC") (VHS and SHMC shall jointly be referred to as "Hospital"). This Agreement applies to those students placed for training at the Hospital on or after its effective date.

This Agreement is made with reference to the following facts:

- A. WHEREAS, District conducts the educational programs for students ("Program"), which may require clinical experience in an acute care setting in order to acquire technical skill (the "Training Experience").
- B. WHEREAS, Hospital operates five general acute care hospitals known as the Centennial Hills Hospital Medical Center, Valley Hospital Medical Center, Spring Valley Hospital Medical Center, Desert Springs Hospital Medical Center, and Summerlin Hospital Medical Center, together with their related ancillary facilities (collectively, "Hospital" or "Hospitals").
- C. WHEREAS, Hospital is willing to allow District's Students (referred to individually as "Student" or collectively as "Students") to receive Training Experience at its acute care facilities in order that Student may receive the required clinical experience, all upon the terms and conditions and subject to the limitations set forth in this Agreement.

THEREFORE, it is agreed between the parties as follows:

- 1. **RESPONSIBILITIES OF DISTRICT.**
 - 1.1 **Program Under Jurisdiction of District.** The Program conducted pursuant to this Agreement is an education program of District and not Hospital. Students

participating in the Program shall be under the exclusive jurisdiction of the District at all times. Notwithstanding the foregoing, the time, place and subject matter of all educational activities at the Hospital, including plans therefore, shall be subject to the approval of Hospital, and District assumes responsibility for assuring that Students observe the rules and regulations of Hospital and that nothing is done which might prove detrimental to Hospital or its patients. Further, District shall:

- (a) Designate a faculty member ("Faculty Coordinator") and an alternate who shall be responsible for the development, coordination, implementation and supervision of the Student's experience at Hospital in consultation with the Designated Representative of Hospital;
- (b) Maintain records and reports of the Student's Training Experience for a period of not less than four (4) years;
- (c) Notify the Hospital in advance of the planned Training Experience, to include area, date of arrival and name of the Student. This schedule shall be subject to the Hospital's approval, which approval shall not be unreasonably withheld; use all reasonable efforts to assure Student's compliance with Hospital's policies and procedures, rules and regulations, including maintaining confidentiality with respect to all confidential information acquired in the course of the Training Experience;
- (d) Use all reasonable efforts to assure Student's compliance with Hospital's policies and procedures, rules and regulations, including maintaining confidentiality with respect to all confidential information acquired in the course of the Training Experience;
- (e) Provide a copy of the performance objectives for the Training Experience and the assurance that the Student is academically prepared to meet such objectives;
- (f) Consult with Hospital's Designated Representative with respect to a Student evaluation process pertaining to the Training Experience;
- (g) Assure that Student assigned to Hospital, prior to any observation period or participation in any clinical experience, has received training in blood and body fluid standard precautions consistent with the U.S. Centers for Disease Control and Prevention Guidelines. Documentation of such training will be provided to Hospital upon request;

- (h) Assure that Student has obtained the physical examination, maintains medical insurance, and has complied with such other requirements upon request of Hospital, and submit documentation of that compliance;
- (i) Agree to obtain, for each student, a criminal background check to include as a minimum an outstanding warrants search, statewide criminal search, and civil and criminal public filings for the State of Nevada (hereinafter collectively referred to as the "Background Information"). We agree to submit the background check via Pre-Check to the Hospital in which the student will be completing their clinical rotations, no more than sixty (60) days prior to the beginning of the student's externship.
- (j) Inform Student, prior to the Student's participation in the clinical portion of the Program at Hospital, of the Student's responsibilities as set forth in Paragraph 3 of this Agreement;
- (k) Maintain and evidence the insurance participation required by the provisions of Paragraph 6 throughout the term of this Agreement and, unless said insurance provides coverage on an occurrence basis, for at least three (3) years following termination of this Agreement; and
- (l) Assure that Student has signed **Exhibit "A,"** Confidentiality Statement, and **Exhibit "B,"** Student's Responsibilities Prior to and During Student's Training Experience at Hospital.
- (m) Conduct an OIG List of Excluded Providers,
 - (i) District represents and warrants that it has checked the OIG List of Excluded Providers ("List") and that District and no Students provided under this Agreement appear on said List. Further, District represents and warrants that District and no Student provided by District under this Agreement is subject to sanction or exclusion from participation under any Federal or State health care program. In the event that District becomes so sanctioned or excluded, Hospital may immediately terminate this Agreement. In addition, any Student or District personnel who become so sanctioned or excluded during the term of this Agreement shall be immediately removed from the Hospital by District, if applicable, and shall be thereafter as pertains to this Agreement excluded from the Hospital. Removal of any excluded personnel pursuant to this Section shall not preclude Hospital's right to immediately terminate this Agreement.
 - (ii) District shall provide proof of compliance of District's obligations pursuant to this Section 1.1(1) promptly upon request

by Hospital. Failure to comply with the obligations of this Section shall be deemed a material breach of this Agreement.

- 1.2 Cooperation and Coordination with Hospital.** In order to assure the effectiveness of the Program, District and Hospital will work together in planning and implementing the Program, and in this connection, shall advise one another of the philosophy, objectives, policies and regulations of their respective institutions.
- 1.3 No Compensation.** The Program conducted hereunder shall be conducted without the payment of any monetary consideration by District or Hospital to the other or by or to any Student participating in the Training Experience.

2. HOSPITAL'S RESPONSIBILITIES

2.1 Hospital shall:

- (a) Appoint a Designated Representative who shall consult with the District Faculty Coordinator for the purpose of implementing and coordinating the Training Experience at Hospital. The Hospital's Designated Representative is authorized to provide any approval, which is required by the terms of this Agreement but is not authorized to approve any amendment to or waiver of the terms of this Agreement;
- (b) Provide appropriate general patient care facilities for the Training Experience conducted under this Agreement, including classroom and conference room space when available, provided that the presence of the Students shall not be allowed to interfere with the regular activities of the Hospital;
- (c) Provide opportunities to Student to enable Student to acquire clinical experience as required by Program but only to the extent that the existing facilities and varying patient census of Hospital permit;
- (d) Permit designated Hospital personnel to participate with the faculty of District in the instruction of Student at Hospital; however, this shall not interfere with the service commitments of Hospital personnel;
- (e) Provide a reasonably safe area for storage of Student's personal belongings, although Hospital does not assume responsibility for any personal belongings of Students;
- (f) Provide the same cafeteria privileges to Student as are available to Hospital staff;
- (g) Maintain ongoing communication with District; and

- (h) Provide instruction in safety and require that Students adhere to all safety regulations established by the hospital. Hospital will provide safety education and orientation to safety equipment, policies, and procedures at the time of student orientation. The Hospital will provide all necessary personal protective equipment, appropriate safety equipment and related information for students during assigned clinical experiences.
- (i) The Hospital will provide emergency medical treatment in the event of an accident or injury. All expenses for the emergency treatment are the responsibility of the Student. Student is responsible for all follow-up treatment after emergency treatment has been given.

3. STUDENT'S RESPONSIBILITIES.

3.1 Education Primary Responsibility. It is understood and agreed that Student assigned to Hospital pursuant to this Agreement is assigned primarily for purposes of education and training, and at no time shall replace Hospital personnel in the provision of patient services. Prior to participating in the Training Experience, shall:

- (a) Provide Hospital with certification of training in standard precautions for handling blood and body fluids consistent with U.S. Centers for Disease Control and Prevention guidelines;
- (b) Provide evidence of medical insurance coverage;
- (c) Provide evidence of a current physical examination or certification from a licensed physician that the Student is in a state of good health and is free from any casually transmitted communicable disease in a contagious stage, and including proof of current status of the following:
 - (i) Negative result to a 10-panel drug screen (including amphetamines, barbituates, benzodiazepines, cocaine metabolites, marijuana metabolites, methadone, methaqualone, opiates, phencyclidine and propoxyphene) consistent with testing done on Hospital employees but no less than a 10-panel drug screen.
 - (ii) Tuberculosis: proof of non-infectivity with pulmonary tuberculosis by completing either (1), (2), (3) or (4):
 - (1) Two-step TB skin test (TST) for students with no history or a positive TST who have not been tested in the last 12 months;

- (2) One step TST test for students with proof of a negative TST in the last 12 months;
 - (3) Negative chest radiograph for students with proof of past positive TST;
 - (4) Negative blood test results.
- (iii) Rubella: documented receipt of one vaccination after 1st birthday, history of disease, born before 1957, serological evidence of immunity or statement of refusal.
 - (iv) Rubeola: documented receipt of two vaccinations on or after first birthday, history of disease, born before 1957, serological evidence of immunity or statement of refusal.
 - (v) Chicken pox: documented receipt of vaccination, history of the disease, serological evidence of immunity or statement of refusal.
 - (vi) Hepatitis B: documented vaccine series of three doses, serological evidence of immunity or statement of refusal.
 - (vii) Tetanus and diphtheria: documented inoculation within ten (10) years.
- (d) Execute and transmit to Hospital a Confidentiality Statement in the form attached hereto, marked **Exhibit A**; and Student Declaration of Responsibilities marked **Exhibit B**;
 - (e) Conform to all applicable Hospital policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the Designated Representatives of Hospital and District; and
 - (f) Be responsible for his or her own support, maintenance and living quarters while participating in the Training Experience and for transportation to and from Hospital.

3.2 Student Access to Hospital Facilities. Access to the facilities of Hospital by Student shall be allowed only to the extent that access is necessary for the implementation of the Training Experience.

4. RELATIONSHIP. Student and faculty, while participating in the Training Experience conducted pursuant to this Agreement, shall not be considered employees of Hospital. Hospital does not assume any liability under any law relating to workers' compensation on account of any

act of any Student or faculty performing any duty, receiving or participating in any clinical experience and training, or traveling pursuant to this Agreement. Student and faculty participating in the Training Experience shall not be entitled to any monetary remuneration from Hospital for services performed by them, in the course of receiving clinical experience pursuant to this Agreement.

5. TERMINATION OF STUDENT. Notwithstanding anything in this Agreement to the contrary, Hospital may suspend the right of any Student participating under the terms of this Agreement to participate in the Training Experience at Hospital if, in the sole judgment and discretion of Hospital, the conduct, health or attitude of the Student threatens the health, safety, or welfare of any patient at Hospital or the confidentiality of any information relating to a patient. This action shall be taken by Hospital only on a temporary basis until Hospital has consulted with representatives of District. The consultation shall include an attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Training Experience at Hospital is vested in Hospital. The procedures referred to in this Paragraph are separate from any procedures of District relating to the Student's continued participation in Program at District.

6. INSURANCE.

6.1 Insurance. District shall purchase and maintain in full force and effect during the term of this agreement the following:

- (a) Commercial or comprehensive general liability insurance with a combined single limit each occurrence for bodily injury and property damage not less than \$3,000,000. Such insurance shall include personal and advertising injury with an annual aggregate limit not less than \$1,000,000.

District shall secure and maintain for each Student participating in the Training Experience medical professional liability insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. District warrants and represents that Students are not employees of the Nevada System of Higher Education, its institutions, or of the State of Nevada. Nevada Revised Statute 41.035, which limits awards for damages against present or former officers or employees of the State or of any political subdivision to \$50,000 does not, therefore, apply to students.

- (b) Hospital and District shall each maintain Workers' Compensation insurance for their own employees, as required under Nevada State law; such insurance shall include Employer's liability with a limit not less than \$1,000,000 each occurrence.

6.2 Continuous Coverage. Such insurance shall be on an occurrence or claims made form. If such insurance is on a claims made form, all acts and omissions of its subcontractors shall be, during the term of this Agreement, "continually covered" notwithstanding the term of the Agreement or the provisions of this

Agreement allowing District to purchase claims made coverage. In order for the acts and omissions of District to be "continually covered" there must be insurance coverage for the entire period commencing with the effective date of this agreement and ending on the date that is at a minimum three (3) years after the final termination date of this agreement including any extensions or renewals thereof. Claims made coverage shall have a retroactive date at least concurrent with the effective date of this agreement. If such claims made coverage is cancelled or terminated or not renewed for any reason, District shall purchase either a three-year Extended Reporting (tail) coverage applicable to all claims arising during the term of this agreement including renewals and extensions thereof or nose coverage with a retroactive date at least concurrent with the effective date of this agreement. District shall produce evidence of the above-referenced insurance placements/coverages upon request.

- 6.3 Insurance Company.** ASCIP is a self-insured JPA through the State of California. The District is authorized to insure against bodily injury, property damage, errors and omissions or personal injury under Part 6, Section 989 and 990 of Division 3.6 of Title 1 of the Government Code.
- 6.4 Primary Insurance.** Hospital and District agree that other than the self insurance general liability insurance, such policies are primary insurance and shall not contribute to or be excess of any other insurance or self insurance available to the insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit may be brought.
- 6.5 Certificates of Insurance/Evidence of Protection.** Prior to the commencement of this Agreement, the parties will furnish to one another, certificates of insurance or evidence of protection evidencing the required insurance coverage. Such insurance shall contain a provision that the coverage cannot be cancelled, terminated or materially changed without 30 days written notice to the other party except that 10 days written notice shall be given for non-payment of premium.
- 6.6 Mandatory Insurance.** The insurance requirements under this section are mandatory. Failure of either party to request certificates of insurance shall not constitute a waiver of either party's obligations and requirements to maintain the coverage specified in this section.
- 6.7 Hospital Insurance.** Hospital shall keep and maintain, at its sole cost and expense, professional and general liability coverage for acts and omissions of Hospital. All such insurance shall be issued upon such forms and in such amounts that are customary in the hospital industry or through programs of self insurance.

7. INDEMNIFICATION.

7.1 District. District shall defend, indemnify, and hold harmless Hospital, its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees, authorized agents, or Students. Hospital acknowledges that District's liability may be limited by NRS 41.0305 to 41.0309 to fifty thousand dollars (\$50,000.00), and that District will assert the defense of sovereign immunity as prescribed by NRS 41.0305 to 41.0309. It is acknowledged that the District is self-insured for general liability.

7.2 Hospital. Hospital shall defend, indemnify, and hold harmless District, its officers, employees, and authorized agents, from and against liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Hospital, its officers, employees or authorized agents.

8. APPROVAL AND QUALIFICATION. Only Students who have satisfactorily completed the pre-clinical didactic portion of the Program, which is prerequisite to clinical experience, shall participate in the Training Experience at Hospital. The number of Students to participate at any one time shall be approved by Hospital.

9. PROHIBITION AGAINST DISCRIMINATION. Hospital, District or Student participating in the Program shall not discriminate against any person because of race, color, creed, age, sexual orientation, national origin, sex, marital status, or veteran's status as provided by law. In addition, Hospital, District, or Student shall not discriminate against any person because of handicap under Section 504 of the federal Rehabilitation Act of 1973 or disability under the Americans with Disabilities Act of 1990.

10. DESTRUCTION OF FACILITIES. In the event that Hospital facilities shall be partially damaged or destroyed by fire, earthquake, or other catastrophe, and such damage is sufficient to render the facilities untenable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Hospital determines that the premises or the facilities shall again be tenantable.

11. TERM AND TERMINATION.

11.1 Term. This Agreement, except as otherwise expressly provided, is effective as of the date stated in the first paragraph of the Agreement and shall terminate

one (1) year later, unless terminated earlier under any of the following provisions. The Agreement may be reviewed and renewed by both parties on an annual basis.

11.2 Termination.

- (a) This Agreement may be terminated, without penalty or cause, at any time by either party by giving to the other party a Ninety Day (90) written notice by registered mail to the people at the addresses set forth below the signatures at the end of this Agreement, with the effective date of termination specified in said notice.
- (b) The provisions of Paragraphs 1.1(k), 6 and 7 shall survive any termination of this Agreement.
- (c) Hospital may terminate this Agreement for cause upon thirty (30) days' written notice to District in the event of a breach of the terms of this Agreement by District or Students.

12. GENERAL PROVISIONS.

- 12.1 Amendment.** This agreement may not be amended except in writing signed by the authorized representatives of both parties.
- 12.2 Governing Law.** The laws of the state of Nevada shall govern this Agreement.
- 12.3 Counterparts.** This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument.
- 12.4 Modification and Amendments.** The terms and provisions of this Agreement may be modified or amended by mutual consent of the parties to this Agreement. In the event of a conflict, the terms and conditions of this Agreement will take precedence over those of any similar agreement.
- 12.5 Severability of Terms.** If any provision of this Agreement shall be deemed invalid or unenforceable by a court of appropriate jurisdiction, then such unenforceable or invalid provision shall be deemed to be deleted from this Agreement. All remaining provisions of the Agreement shall be deemed to be in full force and effect.
- 12.6 Entire Agreement.** This Agreement and Exhibits attached hereto constitute the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or

not similar, nor shall any waiver constitute a continuing waiver. This Agreement may not be modified except by an instrument in writing executed by the parties.

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

Hospital: Valley Health System Hospitals
c/o Valley Health System University
8801 W. Sahara, 2nd Floor
Las Vegas, NV 89117

District: Debbie Hyman, OTR/L
Academic Fieldwork Coordinator
Occupational Therapy Assistant Program
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives of the date first written above.

VALLEY HEALTH SYSTEM, L.L.C.
SUMMERLIN HOSPITAL MEDICAL
CENTER, L.L.C.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT on behalf of
SANTA ANA COLLEGE

By: _____
Wayne Cassard
Director of Human Resources

By: _____
Peter J. Hardash
Vice Chancellor
Business Operations &
Fiscal Services

Date: _____

Date: _____

By: _____
Karla Perez
Vice President-Acute Division
Group Vice President

Date: _____

EXHIBIT A

STUDENT CONFIDENTIALITY STATEMENT

The undersigned understands that all medical information acquired as a result of their participating in work and/or health care activities at Hospital is confidential and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Hospital. Conversations between physicians, nurses and other health care professionals in connection with or in the presence of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed. The undersigned recognizes that other sources of medical information include medical records, emergency room department and ambulance records, child abuse reporting forms, elderly abuse reporting forms, laboratory requests and results, and x-ray requests and results. The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Hospital. Hospital may terminate the undersigned's relationship with Hospital based upon a single breach of confidentiality by him or her.

Date: _____

Student

Date: _____

Witnessing Faculty Advisor

EXHIBIT B
STUDENT DECLARATION OF RESPONSIBILITIES

I, _____, hereby state, represent and agree that:
(Student Name)

1. I am over eighteen (18) years old.
2. I am a student enrolled in Rancho Santiago Community College District on behalf of Santa Ana College (hereinafter referred to as "Program"), and as such I am participating in the District's clinical experience program (hereinafter referred to as the "Training Experience") at _____ Hospital (hereinafter referred to as "Hospital").
3. I agree to obtain a physical examination within one year prior to entering into the Training Experience at Hospital and to provide proof of the following:
 - a. Negative results to a 10-panel drug screen (including amphetamines, barbituates, benzodiazepines, cocaine metabolites, marijuana metabolites, methadone, methaqualone, opiates, phencyclidine and propoxyphene);
 - b. Tuberculosis; Proof of non-infectivity with pulmonary tuberculosis by completing either (1), (2), (3), or (4):
 - (1) Two-step TB skin test (TST) for students with no history or positive TST who have not been tested in the last 12 month;
 - (2) One step TST test for students with proof of a negative TST in the last 12 months;
 - (3) Negative blood test results; and
 - (4) Negative chest x-ray for students with proof of past positive TST.
 - c. Rubella: documented receipt of one vaccination on or after first birthday, history of the disease, born before 1957, serological evidence of immunity, or statement of religious or medical refusal;
 - d. Rubeola: documented receipt of two vaccinations on or after first birthday, history of the disease, born before 1957, serological evidence of immunity, or statement of religious or medical refusal;
 - e. Chicken pox: documented receipt of vaccination, history of the disease, born before 1957, serological evidence of immunity, or statement of religious or medical refusal;

- f. Hepatitis B: documented vaccine series of three doses, serological evidence of immunity, or statement of religious or medical refusal;
 - g. Tetanus and diphtheria: documented inoculation within ten (10) years; and
 - h. Certification from a licensed physician that I am free of any casually transmitted communicable disease in a contagious stage.
4. I agree to conform to all applicable Hospital policies, procedures, and regulations, and such other requirements and restrictions as may be mutually specified and agreed upon by the Hospital Designated Representative and District
 5. I understand and agree that I am responsible for my own support, maintenance and living quarters while participating in the Training Experience and that I am responsible for my own transportation to and from the Hospital.
 6. I understand and agree that I am responsible for my own medical care needs. I understand that Hospital will provide access to emergency medical services should the need arise while I am participating in the Training Experience. However, I understand and agree that I am fully responsible for all costs related to general medical or emergency care, and that Hospital shall assume no cost or financial liability for providing such care.
 7. I acknowledge that I have received training in blood and body fluid standard precautions consistent with the guidelines published by the U.S. Centers for Disease Control and Prevention. Documentation of such training shall be provided prior to beginning my Internship Program.
 8. I acknowledge that I will receive academic credit for the Training Experience provided at Hospital and that I will not be considered an employee of Hospital or District, nor shall I receive compensation from either the Hospital or the District. I further acknowledge that I am neither eligible for nor entitled to workers' compensation benefits under Hospital's or District's coverage based upon my participation in Program. I further acknowledge that I will not be provided any benefit plans, health insurance coverage, or medical care based upon my participation in this Program.
 9. I understand that Hospital may suspend my right to participate in the Training Experience if, in its sole judgment and discretion, my conduct or attitude threatens the health, safety or welfare of any patients, invitees, or employees at Hospital or the confidentiality of any information relating to such persons, either as individuals or collectively. I further understand that this action shall be taken by Hospital only on a temporary basis until after consultation with District. The consultation shall include an attempt to resolve the suspension, but the final decision regarding my continued participation in the Program at Hospital is vested in Hospital.
 10. I agree to comply with discrimination regulations and shall not discriminate against any person because of race, color, religion, sex, marital status, sexual orientation, national origin, age, physical handicap, or medical condition as provided by law.
 11. I further understand that Hospital has the right to suspend use of their facilities in connection with this Training Experience should their facilities be partially damaged or destroyed and such damage is sufficient to render the facilities untenable or unstable for their purpose while not entirely or substantially destroyed.

12. I recognize that medical records, patient care information, personnel information, reports to regulatory agencies, conversations between or among any healthcare professionals are considered privileged and should be treated with utmost confidentiality. I further understand that if it is determined that a breach in confidentiality has occurred as a result of my actions, I can be held liable for damages that result from such a breach.

I have read the foregoing, I understand and agree to the terms therein. I recognize that as consideration for agreeing to said terms Hospital will permit me to participate in the Training Experience at Hospital.

Student Signature

Date

Printed Name of Student

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of New Pharmacy Technology Agreement – Rady Children’s Hospital – San Diego	
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 Dean Simon B. Hoffman and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Rady Children’s Hospital – San Diego in San Diego, California.

Fiscal Impact:	None	Board Date: February 27, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

RADY CHILDREN'S HOSPITAL – SAN DIEGO
SAN DIEGO, CALIFORNIA

STUDENT EDUCATION AGREEMENT

This Agreement between *Santa Ana College*, a California educational institution (“School”) and Rady Children’s Hospital – San Diego, a California non-profit, public benefit corporation (“Facility”), is made as of the 1st of January 2012 and shall continue in effect until terminated as herein provided.

In consideration of the mutual promises set forth herein, the parties hereto agree that a program of supervised experience in the areas of: **Pharmacy Technician** be conducted by Facility for students of School under the following terms and conditions:

I. Responsibilities of School:

1. **Student Qualifications.** School shall ensure that only those students who have successfully completed all the prerequisite courses and/or previous clinical educational experiences as specifically requested or required by Facility and as are necessary to perform the tasks and services reasonably expected to be assigned to students in the Program in a safe and effective manner shall participate in the Program. If Facility currently requires, or at any time during the term of this Agreement adopts a policy requiring, previous clinical educational experience as a condition of participation in the Program, Facility shall set forth in writing the nature of such requirements and the specific clinical educational experience required as a condition of participation in the Program. School shall advise Facility as to the level of care each student may safely administer and as to the degree of supervision required by each student in the Program. If Facility is a home health agency, School shall also complete a competency evaluation of each student and certify that each student may function independently without faculty supervision in the patient home or other care setting before allowing such student to administer any care without on-site faculty supervision.

2. **Student Records/School Curriculum.** School shall inform Facility in writing of the level of training each student has received prior to his/her participation in the Program and, upon request, shall provide Facility with a copy of each such student’s academic/educational record to the extent the School is allowed to provide such record under state and federal law. Facility understands that its personnel may use such record only to determine eligibility for participation in the Program or in furtherance of the clinical experience for the student, and such record may not be disclosed to any person not affiliated with the Program without the student’s prior written consent unless permitted under applicable law. School also shall provide Facility with current information about its curriculum and clinical educational goals and objectives and shall promptly forward to Facility any change to its curriculum or clinical educational goals prior to the effective date of such change.

3. **Insurance.** School agrees and represents that each student assigned to the Program shall be covered by Professional Liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate and that each faculty member of School shall be covered by Professional Liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. School shall obtain so-called “tail insurance” in the above amounts if the insurance being provided is on a claims- made versus an occurrence basis. School shall, upon request of Facility, furnish to Facility a certificate evidencing such insurance. School shall maintain such insurance in full force and effect during the term of this Agreement and such insurance shall name Facility as an additional insured and shall contain a provision that the insurer will not cancel or change the policy or policies without first providing Facility thirty (30) days prior written notice.

4. **Program Coordination.** School will designate a faculty member of School as its Academic Coordinator of Clinical Education (ACCE) to work with an employee of Facility designated by Facility as its Coordinator of Clinical Education (CCE) in order to coordinate the academic and clinical aspects of each student’s education. School shall have faculty available to students on site, if necessary under the circumstances, or readily accessible by telephone throughout the clinical period during which students are providing care. Each student’s name and other relevant information shall be provided by School to Facility at least thirty (30) days prior to the start of such student’s participation in the Program.

5. **Program Cancellations.** In the event that it becomes necessary to change a student assignment to the Program, School shall notify Facility of such change at least two weeks in advance of the scheduled beginning of the assignment so that Facility can plan accordingly. If a last-minute cancellation or change is necessary, the ACCE shall call the CCE immediately.

6. **Adherence to Facility Policies.** School shall require all of its students and faculty participating in the Program to adhere to all of the policies and procedures of Facility, as in effect from time to time, including those relating to employee/student immunizations and health, maintenance of health insurance, maintenance of liability insurance, delivery of the health care at the Facility and the students’ role in it, background checks, drug testing, and privacy and confidentiality of patient information. School shall require that each student has completed satisfactorily any required physical exam, prior to participating in the Program, and has all required immunizations or evidence of immunity and, upon request of Facility, shall provide written verification of such immunization or evidence of immunity.

7. **Patient Confidentiality/Return of Records/Surveys.** School agrees that it shall, and it shall require all of its faculty and students to, maintain the confidentiality of all patient records and other patient data maintained by Facility in accordance with all federal and state laws regarding patient confidentiality, and School agrees that neither it nor its students or faculty shall copy or use any confidential information of Facility, whether or not such information is patient related, for its or his/her benefit or the benefit of any third party and School agrees that it shall take such measures as are necessary to require its students and faculty to adhere to this provision. In advance of any patient contact, School shall require each student participating in the Program to undergo training with respect to privacy and confidentiality of patient information and the

Facility's privacy practices. School also agrees that it shall require each of its students participating in the Program to return promptly all Facility's records and other property in the possession of such student at the conclusion or termination of such student's participation in the Program. The School further agrees that it shall not, and it shall require its students and faculty not to, collect or make any formal or informal survey, research or other study relating in any way to Facility or its patients without first obtaining Facility's written approval.

8. Certifications/Approvals. School agrees and represents that it and its faculty currently have in effect, and will continue to have in effect during the term of this Agreement, all licenses, certifications, permits and approvals necessary to operate as an educational facility and to provide the type of instruction or education which it and they offer to students and/or for which School offers degrees.

9. Promotional Material. School agrees that it will not publish, list or describe Facility or the Program in any marketing or promotional material or in any curriculum description or student handbook of any kind, nature or description without first obtaining Facility's written permission.

10. Background Checks and Drug Screening. School shall ensure that all students and faculty undergo a pre-assignment background check and drug screening prior to being assigned to Facility. Such background check and drug screening shall be conducted at no expense to Facility and shall not violate any applicable federal, state or local employment laws. Background checks must be completed no later than thirty (30) days prior to clinical rotation and must be completed **annually** while at RCHSD. In the event a student leaves the School's program for thirty (30) days or longer, other than during School's regularly scheduled summer break, background and drug screening must be updated before they return to Facility. All background checks and drug screen results as listed in Exhibit A are reviewed by the Facility. Facility will notify school or faculty of any student denied Facility access due to "flagged" results. School shall notify Facility in writing of names of students and faculty coming to Facility no later than two weeks prior to beginning of student assignment to campus.

11. Equal Opportunity/Non-Discrimination/Affirmative Action

School shall comply with the provisions of Title VII of the Civil Rights Act of 1964 (42 UCS 2000 as amended by the Equal Opportunity Act of March 24, 1972, Public Law No. 92-261) in that it shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or intend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, handicap, medical condition, or marital status.

School shall ensure that services and benefits are provided without regard to race, color, religion, sex, age, or national origin in accordance with Title VII of the Civil Rights Act of 1964. School shall comply with Section 503 of the Rehabilitation Act of 1973, as amended (29 UCS 794), pertaining to the prohibition of discrimination against qualified handicapped persons.

Required contract laws relative to Equal Employment Opportunity/Affirmative Action are incorporated herein by specific reference to Executive Order 11246, as amended; 41 C.F. R. 60-1.4 (Equal Opportunity Clause); 41 C.F.R. 60-250.4 (Disabled Veteran/Vietnam Veterans); and 41 C.F.R. 60-741.4 (Disabled). The School also agrees to comply with 29 C.F.R. part 470 (Notice of Employee Rights Concerning Payment of Union Dues), if applicable."

12. Government Health Care Program Exclusions

- a) School represents, warrants and covenants that, as of the Effective Date and throughout the term of this Agreement, neither School nor any of its Faculty, Students, employees or vendors providing services or participating in the programs covered by the terms of this Agreement: (i) have been convicted of a criminal offense related to healthcare; (ii) are currently under sanction, exclusion or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative or licensing agency or is ineligible for federal or state program participation including, but not limited to, the Department of Health and Human Services Office of Inspector General ("OIG"); or (iii) are currently listed on the General Services Administration ("GSA") List of Parties Excluded from the Federal Procurement and Non-Procurement Programs. School agrees that if any Faculty, Student, employee, or vendor providing services or participating in the programs covered by the terms of this Agreement becomes involved in a pending criminal action or civil proposed debarment, exclusion or other sanctioning action related to any federal or state healthcare program he or she shall be immediately removed from participating at any programs at Facility.

- b) School acknowledges that Facility will not hire, arrange for, or contract with any individual or entity that is suspended, excluded, or otherwise debarred from participation in a state or federal health care program that receives federal funding for the provision of items or services for which payment may be made by a federal or state health care program.

II. *Responsibilities of Facility:*

1. Program Objectives. Facility shall provide a supervised program of clinical and didactic experience for qualified students of School based on objectives compatible with those of School. Before or contemporaneous with its execution of this Agreement, School shall provide Facility with a summary of its objectives concerning the academic aspects of the education it offers to students as well as its expectations of the objectives concerning the clinical experience to be provided by Facility in connection with the Program. Upon School's request and subject to Facility's agreement, Facility will provide qualified personnel to supervise the students directly during the clinical experience. Facility shall designate and submit in writing to School the name and professional and academic credentials of the CCE, as well as the names and credentials of each student supervisor assigned by Facility to the Program.

2. Program Instruction/Patient Care. Facility shall allow School's students participating in the Program to work with the appropriate Facility personnel, assisting when and where appropriate and applicable, and observing them in the performance of their daily duties; provided, however, that no student shall perform any patient care task in or on behalf of Facility without the assistance, presence or permission, as the case may be under the circumstances, of an active member of Facility's professional staff. Students shall not and may not access areas of the Facility unrelated to their Program activities at Facility nor shall they be present in the Facility, except as visitors, at times beyond those scheduled for Program activities. Facility shall retain full responsibility for patient care and welfare in the organization, administration, staffing, operation and financing of its services and the maintenance of standards accepted for the efficient management by the appropriate accrediting body. School agrees that its faculty and students participating in the Program will report immediately to the appropriate personnel any adverse change in a patient's status or condition.

3. Program Plan. Within thirty (30) days after the execution of this Agreement, upon School's request, Facility will submit to School a description of its current plan for the clinical experience, including objectives, learning activities, responsibilities of the students, nature of the supervision provided, and such other information as may be necessary to outline the content of the clinical experience offered throughout the Program. At such time, Facility will also provide information to School regarding facilities, medical examinations, testing and immunization requirements, other special requirements or restrictions, and such other information as may be useful for the student to know in advance of participation in the Program.

4. Orientation. Facility agrees to provide a brief orientation to the students assigned to the Program, including instruction on the relevant policies and procedures of Facility. Facility shall inform School and each student participating in the Program at least sixty (60) days prior to such student's participation of Facility's current policy on immunizations and physical exams for students in general. Facility further agrees to provide the same information and protection to the students in matters of health and safety as it provides to its employees in compliance with the standards set by the Occupational Safety and Health Administration (OSHA) and applicable law.

5. Program Participation Limit/Scheduling. The number of School's students who can participate in the Program for any given period of time shall be determined by Facility from time to time in its sole discretion and will be a function of Facility's philosophy, available space, patient population and staffing resources. School and Facility shall mutually determine from time to time the length of time appropriate for student assignments to the Program. In addition, Facility and School shall mutually determine from time to time the schedule of days and hours students shall be assigned to the Program.

6. Program Changes. Facility agrees to inform School of any changes in staffing or in the Program that will affect the clinical experience of School's students. Facility will use its best efforts to inform School of such changes at least one month prior to the implementation of such changes.

7. **Emergency Care.** Facility agrees to provide immediate emergency medical care to School's faculty and students participating in the Program, at their own expense, in the event of injury or illness occurring at Facility's premises. The parties acknowledge and agree that such medical care or services provided by Facility shall be the financial responsibility of the student or faculty receiving such care and/or services.

8. **Program Evaluations.** Facility agrees, upon request, to inform periodically both School and each student participating in the Program of such student's level of clinical growth and competence and to complete, upon request of School, up to three evaluation reports on forms to be provided by School. Upon request of School, the evaluation process will include a conference between the student and Facility's applicable supervisor at the time the final report is completed. Facility shall use reasonable efforts to ensure the evaluation report is sent to School by the date requested. Facility further agrees to maintain during the term of this Agreement such other records as School may reasonably request to evaluate each student's performance in the Program.

9. **Suspension From Program.** Facility, in its sole discretion, may temporarily or permanently suspend, and/or may request School to permanently or temporarily withdraw, as Facility deems appropriate under the circumstances, any student from the Program who has failed to comply with Facility's policies and procedures or whose conduct, competence, attitude or health status may have a detrimental effect on Facility's professional staff or its patients. Facility shall use its best efforts to notify School of the need for such temporary or permanent suspension or withdrawal as soon as possible. Wherever possible, as determined by Facility in its sole discretion, such suspension or withdrawal shall be planned cooperatively by Facility and School, and any grievance against any student shall be discussed with the student and School's ACCE; provided, however, that School acknowledges and agrees that certain circumstances may exist, as interpreted by Facility in its sole discretion, which require Facility to suspend a student effective immediately in which event there shall be no opportunity to provide prior notice or to work cooperatively with School in resolving any grievance involving such student.

10. **Inspection of Records/Facility.** Facility agrees, upon reasonable request made by School at any time during the term of this Agreement or within three (3) years after the termination of the Agreement, to permit inspection by School and appropriate accrediting agencies between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday only, of Facility's student records, or other records or items or premises of Facility which pertain in any way to the Program or to the School's students. Facility agrees not to dispose of or destroy such records for a period of at least three (3) years after the termination of this Agreement.

11. **Insurance.** Facility agrees and represents that Facility and its employees shall be covered by Professional Liability insurance with limits of at least \$1,000,000 per occurrence and at least \$3,000,000 in the aggregate. Facility shall obtain so-called "tail insurance" in the above amounts if the insurance being provided is on a claims- made versus an occurrence basis. Facility shall, upon request of School, furnish to School a certificate evidencing such insurance.

12. **Right to Audit.** During normal business hours and upon reasonable notice to School, RCHSD shall have the right to audit all School records related to this Agreement including, but not limited to, background checks, drug screening, time cards for Facility's clinical program work, and other student records.

III. Additional Responsibilities of School and Facility:

1. **Indemnification.** School agrees to indemnify and hold harmless Facility and its staff, directors, trustees, partners, officers, contractors and employees from and against all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage arising out of the acts or omissions of the School's students, faculty members, employees or agents or relating to School's, or any student's breach, of this Agreement, including those obligations pertaining to patient confidentiality. Facility agrees to indemnify and hold harmless School and its trustees, officers, employees and students from and against any and all claims, judgments and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage arising out of conditions existing at the Facility, to the extent the same are not caused by the acts or omissions of School's students, faculty members, employees or agents, or arising out of the acts or omissions of Facility's employees or agents in connection with the Program. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it, which could result in a claim for indemnification pursuant to the terms hereof. This Section III 1 shall survive any termination or the expiration of this Agreement.

2. **Unlawful Discrimination.** It is mutually agreed that no person shall be subject to unlawful discrimination in connection with the Program on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, veteran's status or sexual orientation.

3. **Entire Agreement/Amendments.** This Agreement contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof and supersedes all other prior understandings or agreements, written or oral, relating to the subject matter hereof. This Agreement may be modified only by written amendment signed by duly authorized representatives of each party.

4. **Relationship of the Parties.** It is understood and agreed that this Agreement is not intended, and shall not be construed, to create an employment, partnership, joint venture or principal-agent relationship between Facility and School or between Facility and the students in the Program. School, and School's employees, faculty and students, and Facility shall be treated for all purposes as independent contractors. The parties understand and agree that no student will be covered under the Facility's workers compensation policy or covered by the Facility's self-insurance fund if the Facility is self-insured for purposes of workers compensation. Facility shall not be obligated to provide any type of wages or other compensation or insurance coverage to students participating in the Program.

5. **Termination.** This Agreement may be terminated at any time by either party upon sixty days' notice in writing to the other by certified or registered mail at the address set forth below; provided, however, (a) if at any time, in the sole judgment of Facility, (i) the existence of this Agreement comprises the safety or welfare of patients or the quality of care provided to patients or (ii) the quality of academic training provided to students is such that it undermines the delivery of healthcare services by Facility to patients or (b) for any breach of this Agreement by School, Facility may terminate this Agreement, without notice, effective immediately. Any termination upon sixty (60) days notice shall not take effect until the students already accepted for placement in the Program have completed their scheduled clinical training:

If to Facility:

Rady Children's Hospital – San Diego
3020 Children's Way, MC 5079
San Diego, California 92123-4282
Attention: Director, Education

With a copy to:

Rady Children's Hospital – San Diego
3020 Children's Way, MC 5058
San Diego, California 92123-4282
Attention: Vice President, Inpatient Services

If to School:

1530 West 17th Street
Santa Ana, CA 92706

6. **Waiver.** The failure of either party to insist in any one or more instances upon the performance of any term or condition of this Agreement shall not be construed to be a waiver of future performance of any such term or condition, but the obligation of the other party to strictly perform such term or condition shall continue in full force and effect.

7. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California as in effect from time to time.

[SIGNATURE PAGE TO FOLLOW]

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

Rady Children’s Hospital – San Diego

By: _____
Margareta E. Norton
Senior Vice President/Chief Operating Officer

Date: _____

Rancho Santiago Community College District
Santa Ana College
1530 West 17th Street, Santa Ana, CA 92706-3398

By: _____
Peter J. Hardash, Vice Chancellor
Business Operations & Fiscal Services

Date: _____

Exhibit A: BACKGROUND CHECKS

The following checks will be completed and the information must go back at least seven (7) years and include all aliases or maiden names.

1. National sex offender database search.
2. National criminal database search.
3. County criminal background checks on all counties of residence or work disclosed.
4. Social Security trace.
5. OIG.
6. GSA.

Check Registers Submitted for Approval
Checks Written for Period 01/07/12 thru 02/17/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52845	General Fund Unrestricted	36,645.00	0.00	36,645.00	92*0302561	92*0302594
52873	General Fund Unrestricted	100,780.97	0.00	100,780.97	92*0302730	92*0302731
52874	General Fund Unrestricted	11,776.02	0.00	11,776.02	92*0302732	92*0302735
52875	General Fund Unrestricted	578.15	0.00	578.15	92*0302736	92*0302739
52876	General Fund Unrestricted	850.65	0.00	850.65	92*0302742	92*0302748
52880	General Fund Unrestricted	48,516.72	0.00	48,516.72	92*0302761	92*0302761
52881	General Fund Unrestricted	4,061.87	0.00	4,061.87	92*0302762	92*0302764
52882	General Fund Unrestricted	3,677.25	0.00	3,677.25	92*0302765	92*0302772
52884	General Fund Unrestricted	3,320.00	0.00	3,320.00	92*0302778	92*0302785
52885	General Fund Unrestricted	8,738.66	0.00	8,738.66	92*0302786	92*0302795
52886	General Fund Unrestricted	113,474.25	0.00	113,474.25	92*0302796	92*0302804
52887	General Fund Unrestricted	76,492.85	0.00	76,492.85	92*0302805	92*0302807
52888	General Fund Unrestricted	204,034.09	0.00	204,034.09	92*0302808	92*0302812
52890	General Fund Unrestricted	372.05	0.00	372.05	92*0302821	92*0302821
52891	General Fund Unrestricted	5,682.69	0.00	5,682.69	92*0302824	92*0302834
52892	General Fund Unrestricted	8,708.09	0.00	8,708.09	92*0302835	92*0302836
52893	General Fund Unrestricted	1,231.00	0.00	1,231.00	92*0302837	92*0302839
52895	General Fund Unrestricted	2,625.00	0.00	2,625.00	92*0302846	92*0302850
52896	General Fund Unrestricted	5,558.23	0.00	5,558.23	92*0302851	92*0302853
52906	General Fund Unrestricted	16,455.54	0.00	16,455.54	92*0302887	92*0302888
52907	General Fund Unrestricted	16,943.47	0.00	16,943.47	92*0302889	92*0302893
52909	General Fund Unrestricted	1,312.17	0.00	1,312.17	92*0302898	92*0302904
52910	General Fund Unrestricted	6,008.87	0.00	6,008.87	92*0302905	92*0302910
52911	General Fund Unrestricted	13,256.08	0.00	13,256.08	92*0302911	92*0302912
52912	General Fund Unrestricted	3,264.78	0.00	3,264.78	92*0302914	92*0302915
52914	General Fund Unrestricted	4,125.21	0.00	4,125.21	92*0302919	92*0302927
52924	General Fund Unrestricted	3,410.12	0.00	3,410.12	92*0302964	92*0302967
52925	General Fund Unrestricted	26,503.68	0.00	26,503.68	92*0302968	92*0302974
52926	General Fund Unrestricted	102,683.00	0.00	102,683.00	92*0302975	92*0302975
52927	General Fund Unrestricted	28,253.67	0.00	28,253.67	92*0302976	92*0302985
52931	General Fund Unrestricted	157.86	0.00	157.86	92*0302995	92*0302995
52932	General Fund Unrestricted	1,738.20	0.00	1,738.20	92*0302998	92*0303017
52933	General Fund Unrestricted	2,342.20	0.00	2,342.20	92*0303018	92*0303027
52934	General Fund Unrestricted	3,214.90	0.00	3,214.90	92*0303028	92*0303037
52935	General Fund Unrestricted	287.47	0.00	287.47	92*0303038	92*0303038
52936	General Fund Unrestricted	2,199.70	0.00	2,199.70	92*0303041	92*0303044
52937	General Fund Unrestricted	13,368.36	0.00	13,368.36	92*0303045	92*0303045
52940	General Fund Unrestricted	1,828.00	0.00	1,828.00	92*0303052	92*0303053
52941	General Fund Unrestricted	2,462.32	0.00	2,462.32	92*0303054	92*0303059
52942	General Fund Unrestricted	40,677.75	0.00	40,677.75	92*0303060	92*0303060
52943	General Fund Unrestricted	3,153.13	0.00	3,153.13	92*0303061	92*0303067

Check Registers Submitted for Approval
 Checks Written for Period 01/07/12 thru 02/17/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52944	General Fund Unrestricted	14,531.67	0.00	14,531.67	92*0303068	92*0303073
52946	General Fund Unrestricted	2,848.00	0.00	2,848.00	92*0303083	92*0303085
52947	General Fund Unrestricted	1,095.69	0.00	1,095.69	92*0303086	92*0303090
52958	General Fund Unrestricted	19,835.32	0.00	19,835.32	92*0303160	92*0303161
52959	General Fund Unrestricted	3,318.40	0.00	3,318.40	92*0303162	92*0303171
52960	General Fund Unrestricted	1,431.20	0.00	1,431.20	92*0303172	92*0303181
52961	General Fund Unrestricted	2,473.40	0.00	2,473.40	92*0303182	92*0303195
52962	General Fund Unrestricted	5,323.20	0.00	5,323.20	92*0303196	92*0303204
52963	General Fund Unrestricted	241.69	0.00	241.69	92*0303206	92*0303207
52964	General Fund Unrestricted	5,285.72	0.00	5,285.72	92*0303209	92*0303210
52965	General Fund Unrestricted	1,939.20	0.00	1,939.20	92*0303219	92*0303225
52966	General Fund Unrestricted	13.60	0.00	13.60	92*0303228	92*0303228
52967	General Fund Unrestricted	439.23	0.00	439.23	92*0303233	92*0303234
52969	General Fund Unrestricted	32,558.36	0.00	32,558.36	92*0303239	92*0303242
52970	General Fund Unrestricted	2,677.07	0.00	2,677.07	92*0303243	92*0303248
52976	General Fund Unrestricted	655.00	0.00	655.00	92*0303270	92*0303273
52977	General Fund Unrestricted	837.00	0.00	837.00	92*0303274	92*0303280
52979	General Fund Unrestricted	3,214.33	0.00	3,214.33	92*0303288	92*0303294
52980	General Fund Unrestricted	844.01	0.00	844.01	92*0303301	92*0303301
52981	General Fund Unrestricted	11,091.55	0.00	11,091.55	92*0303303	92*0303310
52982	General Fund Unrestricted	67,589.80	0.00	67,589.80	92*0303311	92*0303317
52983	General Fund Unrestricted	7,851.08	0.00	7,851.08	92*0303319	92*0303319
52984	General Fund Unrestricted	1,536.48	0.00	1,536.48	92*0303324	92*0303329
52985	General Fund Unrestricted	3,000.00	0.00	3,000.00	92*0303334	92*0303334
52987	General Fund Unrestricted	1,578,666.61	0.00	1,578,666.61	92*0303338	92*0303339
52990	General Fund Unrestricted	9,395.84	0.00	9,395.84	92*0303348	92*0303355
52991	General Fund Unrestricted	1,923.60	0.00	1,923.60	92*0303356	92*0303362
52992	General Fund Unrestricted	5,937.52	0.00	5,937.52	92*0303363	92*0303370
52993	General Fund Unrestricted	92,034.43	0.00	92,034.43	92*0303372	92*0303374
52994	General Fund Unrestricted	1,909.09	0.00	1,909.09	92*0303375	92*0303376
53001	General Fund Unrestricted	40,550.00	0.00	40,550.00	92*0303390	92*0303418
53002	General Fund Unrestricted	43,752.00	0.00	43,752.00	92*0303419	92*0303446
53003	General Fund Unrestricted	54,059.00	0.00	54,059.00	92*0303447	92*0303474
53004	General Fund Unrestricted	49,505.00	0.00	49,505.00	92*0303475	92*0303502
53005	General Fund Unrestricted	48,844.00	0.00	48,844.00	92*0303503	92*0303530
53006	General Fund Unrestricted	50,820.00	0.00	50,820.00	92*0303531	92*0303561
53007	General Fund Unrestricted	32,508.90	0.00	32,508.90	92*0303562	92*0303566
53008	General Fund Unrestricted	55,751.70	0.00	55,751.70	92*0303567	92*0303570
53010	General Fund Unrestricted	76,689.80	0.00	76,689.80	92*0303578	92*0303580
53011	General Fund Unrestricted	29,820.59	0.00	29,820.59	92*0303582	92*0303588
53012	General Fund Unrestricted	739.64	0.00	739.64	92*0303589	92*0303590

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53016	General Fund Unrestricted	7,941.60	0.00	7,941.60	92*0303606	92*0303632
53017	General Fund Unrestricted	4,117.90	0.00	4,117.90	92*0303633	92*0303660
53018	General Fund Unrestricted	4,892.10	0.00	4,892.10	92*0303661	92*0303686
53019	General Fund Unrestricted	2,239.95	0.00	2,239.95	92*0303687	92*0303689
53020	General Fund Unrestricted	892.74	0.00	892.74	92*0303691	92*0303691
53024	General Fund Unrestricted	6,390.30	0.00	6,390.30	92*0303698	92*0303725
53025	General Fund Unrestricted	1,356.60	0.00	1,356.60	92*0303726	92*0303733
53026	General Fund Unrestricted	2,483.37	0.00	2,483.37	92*0303734	92*0303736
53027	General Fund Unrestricted	15,385.32	0.00	15,385.32	92*0303738	92*0303746
53030	General Fund Unrestricted	548.13	0.00	548.13	92*0303758	92*0303760
53031	General Fund Unrestricted	8,121.20	0.00	8,121.20	92*0303763	92*0303764
53036	General Fund Unrestricted	1,052.50	0.00	1,052.50	92*0303778	92*0303780
53037	General Fund Unrestricted	6,466.50	0.00	6,466.50	92*0303781	92*0303807
53038	General Fund Unrestricted	3,594.30	0.00	3,594.30	92*0303808	92*0303829
53039	General Fund Unrestricted	14,058.30	0.00	14,058.30	92*0303830	92*0303831
53040	General Fund Unrestricted	7,150.94	0.00	7,150.94	92*0303832	92*0303836
53041	General Fund Unrestricted	12,543.11	0.00	12,543.11	92*0303837	92*0303839
53045	General Fund Unrestricted	3,350.00	0.00	3,350.00	92*0303854	92*0303857
53047	General Fund Unrestricted	1,851.04	0.00	1,851.04	92*0303865	92*0303870
53050	General Fund Unrestricted	12,755.89	0.00	12,755.89	92*0303881	92*0303884
53051	General Fund Unrestricted	1,191.50	0.00	1,191.50	92*0303885	92*0303894
53052	General Fund Unrestricted	1,629.00	0.00	1,629.00	92*0303895	92*0303905
53053	General Fund Unrestricted	2,324.00	0.00	2,324.00	92*0303906	92*0303923
53057	General Fund Unrestricted	5,000.00	0.00	5,000.00	92*0303929	92*0303929
53058	General Fund Unrestricted	44,844.20	0.00	44,844.20	92*0303930	92*0303962
53059	General Fund Unrestricted	72,913.07	0.00	72,913.07	92*0303963	92*0304047
53060	General Fund Unrestricted	62,809.96	0.00	62,809.96	92*0304048	92*0304131
53061	General Fund Unrestricted	72,273.94	0.00	72,273.94	92*0304132	92*0304215
53062	General Fund Unrestricted	77,202.59	0.00	77,202.59	92*0304216	92*0304299
53063	General Fund Unrestricted	78,823.69	0.00	78,823.69	92*0304300	92*0304383
53064	General Fund Unrestricted	79,480.56	0.00	79,480.56	92*0304384	92*0304467
53065	General Fund Unrestricted	80,216.00	0.00	80,216.00	92*0304468	92*0304551
53066	General Fund Unrestricted	78,156.55	0.00	78,156.55	92*0304552	92*0304635
53067	General Fund Unrestricted	87,205.58	0.00	87,205.58	92*0304636	92*0304719
53068	General Fund Unrestricted	79,122.45	0.00	79,122.45	92*0304720	92*0304803
53069	General Fund Unrestricted	75,702.18	0.00	75,702.18	92*0304804	92*0304887
53070	General Fund Unrestricted	53,560.27	0.00	53,560.27	92*0304888	92*0304950
53072	General Fund Unrestricted	779.27	0.00	779.27	92*0304953	92*0304959
53073	General Fund Unrestricted	31.17	0.00	31.17	92*0304962	92*0304966
53074	General Fund Unrestricted	1,731.94	0.00	1,731.94	92*0304972	92*0304972
53075	General Fund Unrestricted	1,344.13	0.00	1,344.13	92*0304974	92*0304980

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53076	General Fund Unrestricted	10,715.61	0.00	10,715.61	92*0304981	92*0304985
53079	General Fund Unrestricted	71,742.73	0.00	71,742.73	92*0304989	92*0305073
53080	General Fund Unrestricted	69,070.54	0.00	69,070.54	92*0305074	92*0305157
53081	General Fund Unrestricted	72,589.75	0.00	72,589.75	92*0305158	92*0305240
53082	General Fund Unrestricted	71,102.05	0.00	71,102.05	92*0305241	92*0305324
53083	General Fund Unrestricted	71,824.66	0.00	71,824.66	92*0305325	92*0305407
53084	General Fund Unrestricted	64,640.95	0.00	64,640.95	92*0305408	92*0305490
53085	General Fund Unrestricted	79,330.52	0.00	79,330.52	92*0305491	92*0305575
53086	General Fund Unrestricted	83,336.24	0.00	83,336.24	92*0305576	92*0305659
53087	General Fund Unrestricted	89,965.96	0.00	89,965.96	92*0305660	92*0305743
53088	General Fund Unrestricted	92,973.03	0.00	92,973.03	92*0305744	92*0305827
53089	General Fund Unrestricted	86,334.24	0.00	86,334.24	92*0305828	92*0305911
53090	General Fund Unrestricted	91,988.99	0.00	91,988.99	92*0305912	92*0305995
53091	General Fund Unrestricted	85,740.91	0.00	85,740.91	92*0305996	92*0306078
53092	General Fund Unrestricted	88,619.05	0.00	88,619.05	92*0306079	92*0306163
53093	General Fund Unrestricted	86,153.23	0.00	86,153.23	92*0306164	92*0306247
53094	General Fund Unrestricted	94,444.24	0.00	94,444.24	92*0306248	92*0306331
53095	General Fund Unrestricted	87,142.59	0.00	87,142.59	92*0306332	92*0306415
53096	General Fund Unrestricted	85,119.75	0.00	85,119.75	92*0306416	92*0306499
53097	General Fund Unrestricted	92,872.48	0.00	92,872.48	92*0306500	92*0306582
53098	General Fund Unrestricted	85,532.80	0.00	85,532.80	92*0306583	92*0306667
53099	General Fund Unrestricted	83,314.28	0.00	83,314.28	92*0306668	92*0306751
53100	General Fund Unrestricted	94,182.17	0.00	94,182.17	92*0306752	92*0306835
53101	General Fund Unrestricted	87,260.47	0.00	87,260.47	92*0306836	92*0306919
53102	General Fund Unrestricted	91,554.32	0.00	91,554.32	92*0306920	92*0307003
53103	General Fund Unrestricted	80,509.60	0.00	80,509.60	92*0307004	92*0307087
53104	General Fund Unrestricted	85,505.91	0.00	85,505.91	92*0307088	92*0307171
53105	General Fund Unrestricted	78,853.03	0.00	78,853.03	92*0307172	92*0307255
53106	General Fund Unrestricted	65,811.68	0.00	65,811.68	92*0307256	92*0307319
53107	General Fund Unrestricted	105,075.00	0.00	105,075.00	92*0307320	92*0307404
53108	General Fund Unrestricted	134,903.00	0.00	134,903.00	92*0307405	92*0307488
53109	General Fund Unrestricted	70,574.00	0.00	70,574.00	92*0307489	92*0307551
53111	General Fund Unrestricted	17,004.29	0.00	17,004.29	92*0307559	92*0307561
53114	General Fund Unrestricted	1,284.58	0.00	1,284.58	92*0307572	92*0307576
53115	General Fund Unrestricted	994.62	0.00	994.62	92*0307580	92*0307584
53116	General Fund Unrestricted	3,717.10	0.00	3,717.10	92*0307585	92*0307591
53117	General Fund Unrestricted	2,523.31	0.00	2,523.31	92*0307592	92*0307597
53119	General Fund Unrestricted	4,708.25	0.00	4,708.25	92*0307601	92*0307605
53120	General Fund Unrestricted	15,174.20	0.00	15,174.20	92*0307610	92*0307610
53121	General Fund Unrestricted	761.65	0.00	761.65	92*0307614	92*0307619
53122	General Fund Unrestricted	1,817.48	0.00	1,817.48	92*0307620	92*0307620

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53123	General Fund Unrestricted	780.92	0.00	780.92	92*0307621	92*0307629
53124	General Fund Unrestricted	1,219.12	0.00	1,219.12	92*0307630	92*0307637
53125	General Fund Unrestricted	1,000.95	0.00	1,000.95	92*0307638	92*0307645
53126	General Fund Unrestricted	1,705.08	0.00	1,705.08	92*0307646	92*0307652
53127	General Fund Unrestricted	3,844.11	0.00	3,844.11	92*0307653	92*0307660
53128	General Fund Unrestricted	3,370.83	0.00	3,370.83	92*0307661	92*0307668
53130	General Fund Unrestricted	2,025.06	0.00	2,025.06	92*0307678	92*0307680
53131	General Fund Unrestricted	1,736.60	0.00	1,736.60	92*0307687	92*0307696
53132	General Fund Unrestricted	1,967.50	0.00	1,967.50	92*0307697	92*0307706
53133	General Fund Unrestricted	4,662.40	0.00	4,662.40	92*0307707	92*0307734
53134	General Fund Unrestricted	3,551.00	0.00	3,551.00	92*0307735	92*0307735
53137	General Fund Unrestricted	17,246.14	0.00	17,246.14	92*0307749	92*0307754
53138	General Fund Unrestricted	496.58	0.00	496.58	92*0307758	92*0307761
53139	General Fund Unrestricted	3,748.57	0.00	3,748.57	92*0307762	92*0307768
53140	General Fund Unrestricted	20,878.10	0.00	20,878.10	92*0307769	92*0307775
53141	General Fund Unrestricted	23,630.28	0.00	23,630.28	92*0307776	92*0307778
53142	General Fund Unrestricted	1,073.32	0.00	1,073.32	92*0307781	92*0307787
53144	General Fund Unrestricted	3,897.30	0.00	3,897.30	92*0307797	92*0307804
53145	General Fund Unrestricted	4,398.50	0.00	4,398.50	92*0307805	92*0307809
53146	General Fund Unrestricted	80.94	0.00	80.94	92*0307814	92*0307814
53147	General Fund Unrestricted	95,033.32	0.00	95,033.32	92*0307816	92*0307820
53149	General Fund Unrestricted	10,321.35	0.00	10,321.35	92*0307822	92*0307825
53161	General Fund Unrestricted	202.93	0.00	202.93	92*0307891	92*0307893
53162	General Fund Unrestricted	20,837.31	0.00	20,837.31	92*0307895	92*0307900
53163	General Fund Unrestricted	1,783.93	0.00	1,783.93	92*0307901	92*0307903
53164	General Fund Unrestricted	3,677.75	0.00	3,677.75	92*0307904	92*0307906
53165	General Fund Unrestricted	25,074.83	0.00	25,074.83	92*0307907	92*0307907
53169	General Fund Unrestricted	2,848.73	0.00	2,848.73	92*0307922	92*0307927
53170	General Fund Unrestricted	2,438.16	0.00	2,438.16	92*0307928	92*0307930
53171	General Fund Unrestricted	704.74	0.00	704.74	92*0307934	92*0307940
53172	General Fund Unrestricted	12,737.85	0.00	12,737.85	92*0307941	92*0307943
53173	General Fund Unrestricted	25,455.94	0.00	25,455.94	92*0307947	92*0307947
53175	General Fund Unrestricted	4,540.70	0.00	4,540.70	92*0307954	92*0307982
53180	General Fund Unrestricted	2,497.68	0.00	2,497.68	92*0307999	92*0308007
53181	General Fund Unrestricted	2,659.53	0.00	2,659.53	92*0308008	92*0308016
53182	General Fund Unrestricted	5,597.80	0.00	5,597.80	92*0308017	92*0308025
53183	General Fund Unrestricted	2,135.23	0.00	2,135.23	92*0308026	92*0308033
53184	General Fund Unrestricted	4,037.28	0.00	4,037.28	92*0308034	92*0308041
53185	General Fund Unrestricted	121.23	0.00	121.23	92*0308043	92*0308044
53187	General Fund Unrestricted	2,463.51	0.00	2,463.51	92*0308057	92*0308065
53188	General Fund Unrestricted	7,559.58	0.00	7,559.58	92*0308066	92*0308068

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53194	General Fund Unrestricted	19,626.30	0.00	19,626.30	92*0308089	92*0308091
53195	General Fund Unrestricted	1,000.00	0.00	1,000.00	92*0308096	92*0308096
53197	General Fund Unrestricted	25,300.80	0.00	25,300.80	92*0308115	92*0308118
53198	General Fund Unrestricted	576,440.14	0.00	576,440.14	92*0308119	92*0308119
53199	General Fund Unrestricted	5,014.05	0.00	5,014.05	92*0308120	92*0308127
53200	General Fund Unrestricted	3,721.60	0.00	3,721.60	92*0308128	92*0308135
53201	General Fund Unrestricted	40,251.45	0.00	40,251.45	92*0308136	92*0308139
53213	General Fund Unrestricted	2,057.00	0.00	2,057.00	92*0308187	92*0308199
53214	General Fund Unrestricted	29,708.10	0.00	29,708.10	92*0308200	92*0308206
53216	General Fund Unrestricted	2,497.52	0.00	2,497.52	92*0308212	92*0308214
53219	General Fund Unrestricted	3,922.48	0.00	3,922.48	92*0308235	92*0308242
53220	General Fund Unrestricted	67,878.40	0.00	67,878.40	92*0308243	92*0308247
53230	General Fund Unrestricted	19,903.00	0.00	19,903.00	92*0308454	92*0308459
53231	General Fund Unrestricted	2,597.56	0.00	2,597.56	92*0308460	92*0308470
53232	General Fund Unrestricted	14,995.77	0.00	14,995.77	92*0308473	92*0308476
53237	General Fund Unrestricted	1,313.00	0.00	1,313.00	92*0308492	92*0308497
53238	General Fund Unrestricted	2,150.00	0.00	2,150.00	92*0308498	92*0308499
53239	General Fund Unrestricted	1,471.89	0.00	1,471.89	92*0308500	92*0308501
53242	General Fund Unrestricted	187.19	0.00	187.19	92*0308516	92*0308516
53243	General Fund Unrestricted	6,466.06	0.00	6,466.06	92*0308519	92*0308525
53244	General Fund Unrestricted	11,405.22	0.00	11,405.22	92*0308526	92*0308530
53245	General Fund Unrestricted	9,049.08	0.00	9,049.08	92*0308533	92*0308534
53251	General Fund Unrestricted	2,528.70	0.00	2,528.70	92*0308568	92*0308580
Total Fund 11 General Fund Unrestricted		<u>8,238,139.83</u>	<u>0.00</u>	<u>8,238,139.83</u>		

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52875	General Fund Restricted	1,348.94	0.00	1,348.94	92*0302737	92*0302741
52876	General Fund Restricted	38.00	0.00	38.00	92*0302745	92*0302745
52877	General Fund Restricted	14,604.68	0.00	14,604.68	92*0302749	92*0302751
52883	General Fund Restricted	9,353.55	0.00	9,353.55	92*0302773	92*0302777
52889	General Fund Restricted	1,084.85	0.00	1,084.85	92*0302813	92*0302820
52890	General Fund Restricted	867.39	0.00	867.39	92*0302822	92*0302823
52894	General Fund Restricted	710.56	0.00	710.56	92*0302840	92*0302845
52896	General Fund Restricted	712.50	0.00	712.50	92*0302854	92*0302854
52905	General Fund Restricted	721.69	0.00	721.69	92*0302882	92*0302886
52908	General Fund Restricted	6,242.28	0.00	6,242.28	92*0302894	92*0302897
52912	General Fund Restricted	3,234.00	0.00	3,234.00	92*0302913	92*0302916
52913	General Fund Restricted	2,416.49	0.00	2,416.49	92*0302917	92*0302918
52914	General Fund Restricted	407.96	0.00	407.96	92*0302921	92*0302921
52922	General Fund Restricted	231.12	0.00	231.12	92*0302951	92*0302953
52923	General Fund Restricted	8,024.64	0.00	8,024.64	92*0302954	92*0302963
52931	General Fund Restricted	1,177.96	0.00	1,177.96	92*0302992	92*0302997
52935	General Fund Restricted	676.35	0.00	676.35	92*0303039	92*0303040
52943	General Fund Restricted	463.38	0.00	463.38	92*0303062	92*0303064
52944	General Fund Restricted	1,336.10	0.00	1,336.10	92*0303070	92*0303070
52945	General Fund Restricted	2,619.48	0.00	2,619.48	92*0303074	92*0303082
52948	General Fund Restricted	2,800.00	0.00	2,800.00	92*0303091	92*0303097
52949	General Fund Restricted	1,600.00	0.00	1,600.00	92*0303098	92*0303107
52950	General Fund Restricted	1,600.00	0.00	1,600.00	92*0303108	92*0303117
52951	General Fund Restricted	2,080.00	0.00	2,080.00	92*0303118	92*0303130
52952	General Fund Restricted	4,598.80	0.00	4,598.80	92*0303131	92*0303132
52963	General Fund Restricted	413.29	0.00	413.29	92*0303205	92*0303208
52964	General Fund Restricted	15,458.71	0.00	15,458.71	92*0303211	92*0303216
52965	General Fund Restricted	1,937.01	0.00	1,937.01	92*0303217	92*0303222
52966	General Fund Restricted	1,038.54	0.00	1,038.54	92*0303226	92*0303230
52967	General Fund Restricted	3,240.05	0.00	3,240.05	92*0303231	92*0303232
52978	General Fund Restricted	1,381.30	0.00	1,381.30	92*0303281	92*0303287
52979	General Fund Restricted	230.00	0.00	230.00	92*0303292	92*0303292
52980	General Fund Restricted	3,125.97	0.00	3,125.97	92*0303295	92*0303302
52981	General Fund Restricted	5,545.37	0.00	5,545.37	92*0303304	92*0303306
52982	General Fund Restricted	11,906.00	0.00	11,906.00	92*0303316	92*0303316
52983	General Fund Restricted	12,819.78	0.00	12,819.78	92*0303318	92*0303321
52984	General Fund Restricted	832.61	0.00	832.61	92*0303322	92*0303328
52985	General Fund Restricted	5,087.21	0.00	5,087.21	92*0303330	92*0303333
52988	General Fund Restricted	1,999.20	0.00	1,999.20	92*0303340	92*0303344
52989	General Fund Restricted	49,004.70	0.00	49,004.70	92*0303345	92*0303345
52990	General Fund Restricted	722.34	0.00	722.34	92*0303346	92*0303347

Check Registers Submitted for Approval
Checks Written for Period 01/07/12 thru 02/17/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52992	General Fund Restricted	3,408.86	0.00	3,408.86	92*0303364	92*0303371
52995	General Fund Restricted	2,040.12	0.00	2,040.12	92*0303377	92*0303379
53009	General Fund Restricted	2,074.55	0.00	2,074.55	92*0303571	92*0303577
53011	General Fund Restricted	2,663.24	0.00	2,663.24	92*0303581	92*0303581
53020	General Fund Restricted	400.00	0.00	400.00	92*0303690	92*0303690
53027	General Fund Restricted	142.22	0.00	142.22	92*0303737	92*0303737
53028	General Fund Restricted	9,669.48	0.00	9,669.48	92*0303747	92*0303754
53029	General Fund Restricted	23,669.52	0.00	23,669.52	92*0303755	92*0303757
53031	General Fund Restricted	2,311.98	0.00	2,311.98	92*0303761	92*0303762
53036	General Fund Restricted	900.00	0.00	900.00	92*0303777	92*0303777
53041	General Fund Restricted	539.51	0.00	539.51	92*0303838	92*0303838
53044	General Fund Restricted	2,567.84	0.00	2,567.84	92*0303850	92*0303852
53045	General Fund Restricted	4,596.00	0.00	4,596.00	92*0303853	92*0303856
53046	General Fund Restricted	576.17	0.00	576.17	92*0303858	92*0303864
53047	General Fund Restricted	427.67	0.00	427.67	92*0303866	92*0303869
53048	General Fund Restricted	2,250.00	0.00	2,250.00	92*0303871	92*0303879
53049	General Fund Restricted	43,496.65	0.00	43,496.65	92*0303880	92*0303880
53050	General Fund Restricted	144.78	0.00	144.78	92*0303882	92*0303882
53071	General Fund Restricted	173,929.67	0.00	173,929.67	92*0304951	92*0304952
53072	General Fund Restricted	1,752.83	0.00	1,752.83	92*0304955	92*0304957
53073	General Fund Restricted	768.92	0.00	768.92	92*0304960	92*0304967
53074	General Fund Restricted	17,916.63	0.00	17,916.63	92*0304968	92*0304971
53075	General Fund Restricted	820.89	0.00	820.89	92*0304973	92*0304978
53110	General Fund Restricted	1,339.21	0.00	1,339.21	92*0307552	92*0307558
53112	General Fund Restricted	3,575.28	0.00	3,575.28	92*0307562	92*0307568
53113	General Fund Restricted	48,235.97	0.00	48,235.97	92*0307569	92*0307570
53114	General Fund Restricted	183.18	0.00	183.18	92*0307571	92*0307571
53115	General Fund Restricted	282.29	0.00	282.29	92*0307577	92*0307582
53117	General Fund Restricted	1,083.35	0.00	1,083.35	92*0307593	92*0307596
53118	General Fund Restricted	2,335.39	0.00	2,335.39	92*0307598	92*0307600
53119	General Fund Restricted	2,524.32	0.00	2,524.32	92*0307602	92*0307606
53120	General Fund Restricted	11,385.53	0.00	11,385.53	92*0307607	92*0307609
53121	General Fund Restricted	1,836.98	0.00	1,836.98	92*0307611	92*0307617
53129	General Fund Restricted	606.08	0.00	606.08	92*0307669	92*0307677
53130	General Fund Restricted	741.65	0.00	741.65	92*0307681	92*0307686
53137	General Fund Restricted	5,629.94	0.00	5,629.94	92*0307752	92*0307752
53138	General Fund Restricted	803.92	0.00	803.92	92*0307755	92*0307759
53139	General Fund Restricted	260.54	0.00	260.54	92*0307763	92*0307764
53141	General Fund Restricted	9,021.38	0.00	9,021.38	92*0307779	92*0307780
53142	General Fund Restricted	375.00	0.00	375.00	92*0307785	92*0307785
53143	General Fund Restricted	3,993.00	0.00	3,993.00	92*0307788	92*0307794

Check Registers Submitted for Approval
 Checks Written for Period 01/07/12 thru 02/17/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53144	General Fund Restricted	4,069.71	0.00	4,069.71	92*0307795	92*0307803
53146	General Fund Restricted	2,571.20	0.00	2,571.20	92*0307810	92*0307815
53156	General Fund Restricted	5,400.00	0.00	5,400.00	92*0307850	92*0307858
53157	General Fund Restricted	5,400.00	0.00	5,400.00	92*0307859	92*0307867
53158	General Fund Restricted	5,400.00	0.00	5,400.00	92*0307868	92*0307876
53159	General Fund Restricted	5,400.00	0.00	5,400.00	92*0307877	92*0307885
53160	General Fund Restricted	2,400.00	0.00	2,400.00	92*0307886	92*0307889
53161	General Fund Restricted	1,573.96	0.00	1,573.96	92*0307890	92*0307894
53163	General Fund Restricted	252.00	0.00	252.00	92*0307902	92*0307902
53165	General Fund Restricted	38,624.12	0.00	38,624.12	92*0307908	92*0307909
53168	General Fund Restricted	2,333.03	0.00	2,333.03	92*0307915	92*0307921
53170	General Fund Restricted	2,844.21	0.00	2,844.21	92*0307931	92*0307933
53172	General Fund Restricted	17,131.53	0.00	17,131.53	92*0307944	92*0307946
53179	General Fund Restricted	1,019.31	0.00	1,019.31	92*0307989	92*0307998
53180	General Fund Restricted	394.91	0.00	394.91	92*0308001	92*0308001
53185	General Fund Restricted	766.53	0.00	766.53	92*0308042	92*0308048
53186	General Fund Restricted	6,114.67	0.00	6,114.67	92*0308049	92*0308055
53187	General Fund Restricted	1,555.49	0.00	1,555.49	92*0308056	92*0308063
53194	General Fund Restricted	13,660.48	0.00	13,660.48	92*0308087	92*0308088
53195	General Fund Restricted	1,143.35	0.00	1,143.35	92*0308092	92*0308095
53202	General Fund Restricted	3,070.36	0.00	3,070.36	92*0308140	92*0308146
53215	General Fund Restricted	2,589.06	0.00	2,589.06	92*0308207	92*0308211
53216	General Fund Restricted	642.12	0.00	642.12	92*0308213	92*0308213
53217	General Fund Restricted	2,757.96	0.00	2,757.96	92*0308215	92*0308223
53218	General Fund Restricted	10,182.77	0.00	10,182.77	92*0308224	92*0308233
53219	General Fund Restricted	336.60	0.00	336.60	92*0308234	92*0308234
53227	General Fund Restricted	4,400.00	0.00	4,400.00	92*0308417	92*0308433
53228	General Fund Restricted	1,600.00	0.00	1,600.00	92*0308434	92*0308443
53229	General Fund Restricted	1,600.00	0.00	1,600.00	92*0308444	92*0308453
53231	General Fund Restricted	1,090.32	0.00	1,090.32	92*0308463	92*0308465
53232	General Fund Restricted	11,263.26	0.00	11,263.26	92*0308471	92*0308472
53240	General Fund Restricted	867.60	0.00	867.60	92*0308502	92*0308508
53241	General Fund Restricted	1,909.68	0.00	1,909.68	92*0308509	92*0308513
53242	General Fund Restricted	1,746.99	0.00	1,746.99	92*0308514	92*0308518
53245	General Fund Restricted	903.72	0.00	903.72	92*0308531	92*0308536
53250	General Fund Restricted	798.62	0.00	798.62	92*0308555	92*0308567
Total Fund 12 General Fund Restricted		738,786.90	0.00	738,786.90		

Check Registers Submitted for Approval
 Checks Written for Period 01/07/12 thru 02/17/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52897	Child Development Fund	614.25	0.00	614.25	92*0302855	92*0302856
52915	Child Development Fund	5,441.90	0.00	5,441.90	92*0302928	92*0302930
52928	Child Development Fund	1,181.83	0.00	1,181.83	92*0302986	92*0302988
52938	Child Development Fund	16,537.28	0.00	16,537.28	92*0303046	92*0303048
52953	Child Development Fund	1,518.74	0.00	1,518.74	92*0303133	92*0303135
52954	Child Development Fund	9,030.00	0.00	9,030.00	92*0303136	92*0303138
52955	Child Development Fund	4,440.00	0.00	4,440.00	92*0303139	92*0303147
52956	Child Development Fund	2,651.00	0.00	2,651.00	92*0303148	92*0303155
52968	Child Development Fund	1,803.54	0.00	1,803.54	92*0303235	92*0303238
52971	Child Development Fund	1,199.37	0.00	1,199.37	92*0303249	92*0303254
52986	Child Development Fund	1,136.84	0.00	1,136.84	92*0303335	92*0303337
52996	Child Development Fund	21,340.00	0.00	21,340.00	92*0303380	92*0303380
53013	Child Development Fund	2,350.00	0.00	2,350.00	92*0303591	92*0303600
53021	Child Development Fund	1,301.92	0.00	1,301.92	92*0303692	92*0303695
53032	Child Development Fund	149.67	0.00	149.67	92*0303765	92*0303769
53033	Child Development Fund	1,181.12	0.00	1,181.12	92*0303770	92*0303773
53042	Child Development Fund	355.73	0.00	355.73	92*0303840	92*0303848
53054	Child Development Fund	1,861.40	0.00	1,861.40	92*0303924	92*0303926
53077	Child Development Fund	3,332.11	0.00	3,332.11	92*0304986	92*0304987
53135	Child Development Fund	1,460.27	0.00	1,460.27	92*0307736	92*0307742
53136	Child Development Fund	2,165.39	0.00	2,165.39	92*0307743	92*0307748
53148	Child Development Fund	13,085.00	0.00	13,085.00	92*0307821	92*0307821
53150	Child Development Fund	3,430.00	0.00	3,430.00	92*0307826	92*0307828
53151	Child Development Fund	2,901.90	0.00	2,901.90	92*0307829	92*0307835
53174	Child Development Fund	3,087.62	0.00	3,087.62	92*0307948	92*0307953
53189	Child Development Fund	752.33	0.00	752.33	92*0308069	92*0308079
53196	Child Development Fund	9,015.02	0.00	9,015.02	92*0308097	92*0308114
53203	Child Development Fund	9,835.71	0.00	9,835.71	92*0308147	92*0308151
53204	Child Development Fund	273.85	0.00	273.85	92*0308152	92*0308156
53221	Child Development Fund	2,326.85	0.00	2,326.85	92*0308248	92*0308252
53233	Child Development Fund	41,371.34	0.00	41,371.34	92*0308477	92*0308478
53234	Child Development Fund	383.90	0.00	383.90	92*0308479	92*0308488
53246	Child Development Fund	1,922.43	0.00	1,922.43	92*0308537	92*0308539
53247	Child Development Fund	255.85	0.00	255.85	92*0308540	92*0308548
Total Fund 33 Child Development Fund		<u>169,694.16</u>	<u>0.00</u>	<u>169,694.16</u>		

Check Registers Submitted for Approval
 Checks Written for Period 01/07/12 thru 02/17/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52879	Capital Outlay Projects Fund	36,922.14	0.00	36,922.14	92*0302756	92*0302760
52902	Capital Outlay Projects Fund	12,470.50	0.00	12,470.50	92*0302878	92*0302879
52920	Capital Outlay Projects Fund	3,600.00	0.00	3,600.00	92*0302949	92*0302949
52929	Capital Outlay Projects Fund	390.26	0.00	390.26	92*0302989	92*0302990
52957	Capital Outlay Projects Fund	10,523.61	0.00	10,523.61	92*0303156	92*0303159
52974	Capital Outlay Projects Fund	9,198.35	0.00	9,198.35	92*0303264	92*0303268
52999	Capital Outlay Projects Fund	7,355.00	0.00	7,355.00	92*0303387	92*0303388
53034	Capital Outlay Projects Fund	12,293.93	0.00	12,293.93	92*0303774	92*0303775
53056	Capital Outlay Projects Fund	5,000.00	0.00	5,000.00	92*0303928	92*0303928
53078	Capital Outlay Projects Fund	1,953.19	0.00	1,953.19	92*0304988	92*0304988
53155	Capital Outlay Projects Fund	19,251.00	0.00	19,251.00	92*0307848	92*0307849
53178	Capital Outlay Projects Fund	1,252.75	0.00	1,252.75	92*0307988	92*0307988
53211	Capital Outlay Projects Fund	14,763.45	0.00	14,763.45	92*0308182	92*0308185
53249	Capital Outlay Projects Fund	1,034.79	0.00	1,034.79	92*0308552	92*0308554
Total Fund 41 Capital Outlay Projects Fu		<u>136,008.97</u>	<u>0.00</u>	<u>136,008.97</u>		

Check Registers Submitted for Approval
 Checks Written for Period 01/07/12 thru 02/17/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52878	Bond Fund, Measure E	49,556.18	0.00	49,556.18	92*0302752	92*0302755
52898	Bond Fund, Measure E	17,792.13	0.00	17,792.13	92*0302857	92*0302861
52899	Bond Fund, Measure E	86,114.64	0.00	86,114.64	92*0302862	92*0302869
52900	Bond Fund, Measure E	140,172.00	0.00	140,172.00	92*0302870	92*0302871
52901	Bond Fund, Measure E	182,885.39	0.00	182,885.39	92*0302872	92*0302877
52916	Bond Fund, Measure E	32,015.24	0.00	32,015.24	92*0302931	92*0302933
52917	Bond Fund, Measure E	109,968.27	0.00	109,968.27	92*0302934	92*0302936
52918	Bond Fund, Measure E	293,778.77	0.00	293,778.77	92*0302937	92*0302942
52919	Bond Fund, Measure E	99,137.55	0.00	99,137.55	92*0302943	92*0302948
52939	Bond Fund, Measure E	8,310.76	0.00	8,310.76	92*0303049	92*0303051
52972	Bond Fund, Measure E	131,130.25	0.00	131,130.25	92*0303255	92*0303259
52973	Bond Fund, Measure E	208,906.00	0.00	208,906.00	92*0303260	92*0303263
52997	Bond Fund, Measure E	22,870.00	0.00	22,870.00	92*0303381	92*0303381
52998	Bond Fund, Measure E	108,672.50	0.00	108,672.50	92*0303382	92*0303386
53014	Bond Fund, Measure E	31,396.98	0.00	31,396.98	92*0303601	92*0303602
53015	Bond Fund, Measure E	52,010.00	0.00	52,010.00	92*0303603	92*0303605
53022	Bond Fund, Measure E	35,775.00	0.00	35,775.00	92*0303696	92*0303696
53055	Bond Fund, Measure E	1,000.00	0.00	1,000.00	92*0303927	92*0303927
53152	Bond Fund, Measure E	916.22	0.00	916.22	92*0307836	92*0307836
53153	Bond Fund, Measure E	49,024.18	0.00	49,024.18	92*0307837	92*0307841
53154	Bond Fund, Measure E	67,103.75	0.00	67,103.75	92*0307842	92*0307847
53166	Bond Fund, Measure E	40,665.13	0.00	40,665.13	92*0307910	92*0307912
53167	Bond Fund, Measure E	3,085.16	0.00	3,085.16	92*0307913	92*0307914
53176	Bond Fund, Measure E	176,179.65	0.00	176,179.65	92*0307983	92*0307985
53177	Bond Fund, Measure E	13,440.00	0.00	13,440.00	92*0307986	92*0307987
53190	Bond Fund, Measure E	10,781.71	0.00	10,781.71	92*0308080	92*0308083
53205	Bond Fund, Measure E	2,720.94	0.00	2,720.94	92*0308157	92*0308159
53206	Bond Fund, Measure E	338,128.63	0.00	338,128.63	92*0308160	92*0308164
53207	Bond Fund, Measure E	201,252.08	0.00	201,252.08	92*0308165	92*0308172
53208	Bond Fund, Measure E	81,000.30	0.00	81,000.30	92*0308173	92*0308176
53209	Bond Fund, Measure E	186,128.34	0.00	186,128.34	92*0308177	92*0308180
53210	Bond Fund, Measure E	17,124.37	0.00	17,124.37	92*0308181	92*0308181
53222	Bond Fund, Measure E	41,295.97	0.00	41,295.97	92*0308253	92*0308256
53223	Bond Fund, Measure E	108,034.69	0.00	108,034.69	92*0308257	92*0308262
53224	Bond Fund, Measure E	70,853.24	0.00	70,853.24	92*0308263	92*0308264
53248	Bond Fund, Measure E	203,465.66	0.00	203,465.66	92*0308549	92*0308551
Total Fund 42 Bond Fund, Measure E		3,222,691.68	0.00	3,222,691.68		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52903	Property and Liability Fund	14,061.28	0.00	14,061.28	92*0302880	92*0302880
52921	Property and Liability Fund	1,397.00	0.00	1,397.00	92*0302950	92*0302950
53023	Property and Liability Fund	25.00	0.00	25.00	92*0303697	92*0303697
53043	Property and Liability Fund	15,000.00	0.00	15,000.00	92*0303849	92*0303849
53192	Property and Liability Fund	3,616.68	0.00	3,616.68	92*0308085	92*0308085
53212	Property and Liability Fund	800.00	0.00	800.00	92*0308186	92*0308186
Total Fund 61 Property and Liability Fund		<u>34,899.96</u>	<u>0.00</u>	<u>34,899.96</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52975	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0303269	92*0303269
53035	Workers' Compensation Fund	472,957.00	0.00	472,957.00	92*0303776	92*0303776
53191	Workers' Compensation Fund	888.52	0.00	888.52	92*0308084	92*0308084
53235	Workers' Compensation Fund	79.42	0.00	79.42	92*0308489	92*0308489
Total Fund 62 Workers' Compensation Fu		<u>475,762.44</u>	<u>0.00</u>	<u>475,762.44</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52904	Student Financial Aid Fund	300.00	0.00	300.00	92*0302881	92*0302881
52930	Student Financial Aid Fund	1,700.00	0.00	1,700.00	92*0302991	92*0302991
53000	Student Financial Aid Fund	213.91	0.00	213.91	92*0303389	92*0303389
53193	Student Financial Aid Fund	776.00	0.00	776.00	92*0308086	92*0308086
53236	Student Financial Aid Fund	332.74	0.00	332.74	92*0308490	92*0308491
Total Fund 74 Student Financial Aid Fund		<u><u>3,322.65</u></u>	<u><u>0.00</u></u>	<u><u>3,322.65</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	8,238,139.83
Total Fund 12 General Fund Restricted	738,786.90
Total Fund 33 Child Development Fund	169,694.16
Total Fund 41 Capital Outlay Projects Fund	136,008.97
Total Fund 42 Bond Fund, Measure E	3,222,691.68
Total Fund 61 Property and Liability Fund	34,899.96
Total Fund 62 Workers' Compensation Fund	475,762.44
Total Fund 74 Student Financial Aid Fund	<u>3,322.65</u>
Grand Total:	<u><u>13,019,306.59</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES

From 1 / 1 / 2012 To 1 / 31 / 2012
Board Meeting on 2 / 27 / 2012

FUND: 11 GENERAL FUND-UNRESTRICTED

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Revenue Account</u>		
8800	LOCAL REVENUE		\$6,625
	Total revenue		\$6,625
	<u>Appropriation Account</u>		
4000	SUPPLIES AND MATERIALS		\$6,625
	Total appropriation		\$6,625

RECOMMENDATION

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

Printed on 2/14/2012

Fund 11: General Fund Unrestricted

bc11pn120c	1/20/2012	B008844	<u>Decreases</u>	<u>Increases</u>
4000	SUPPLIES AND MATERIALS		0	6,625
8800	LOCAL REVENUE		0	6,625
			<hr/>	<hr/>
			0	13,250

Reason: Adjustment
Description: SAC Library fines to supplies

Summary by Major Object for Fund 11

		<u>Decreases</u>	<u>Increases</u>
4000	SUPPLIES AND MATERIALS	0	6,625
8800	LOCAL REVENUE	0	6,625
		<hr/>	<hr/>
		0	13,250

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES

From 1 / 1 / 2012 To 1 / 31 / 2012
Board Meeting on 2 / 27 / 2012

FUND: 12 GENERAL FUND-RESTRICTED

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Revenue Account</u>		
8100	FEDERAL REVENUE		\$183,672
8600	STATE REVENUE		140,662
	Total revenue		\$324,334
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$34,553
2000	CLASSIFIED / OTHER NONACADEMIC		140,796
3000	EMPLOYEE BENEFITS		70,710
4000	SUPPLIES AND MATERIALS		17,878
5000	OPERATING EXPENSES & SERVICES		24,196
6000	CAPITAL OUTLAY		18,502
7000	OTHER OUTGO		17,699
	Total appropriation		\$324,334

RECOMMENDATION

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

Printed on 2/14/2012

Fund 12: General Fund Restricted

		1/20/2012	B008845	<u>Decreases</u>	<u>Increases</u>
bc11pn120d					
7000	OTHER OUTGO			0	17,699
8600	STATE REVENUE			0	17,699
				<hr/>	<hr/>
				0	35,398

Reason: Special Project Adjustment
Description: EOPS txtbk augm fr Chancellor

		1/20/2012	B008846	<u>Decreases</u>	<u>Increases</u>
bc11pn120e					
1000	ACADEMIC SALARIES			0	219
3000	EMPLOYEE BENEFITS			0	697
8600	STATE REVENUE			0	916
				<hr/>	<hr/>
				0	1,832

Reason: New Budget
Description: NEWB#2040 CA Math Diag Test Pr

		1/20/2012	B008847	<u>Decreases</u>	<u>Increases</u>
bc11pn120f					
1000	ACADEMIC SALARIES			34,331	0
2000	CLASSIFIED/OTHER NONACADEMIC			0	69,694
3000	EMPLOYEE BENEFITS			0	34,864
4000	SUPPLIES AND MATERIALS			0	78
5000	OPERATING EXPENSES AND SERVICES			305	0
8100	FEDERAL REVENUE			0	70,000
				<hr/>	<hr/>
				34,636	174,636

Reason: Special Project Adjustment
Description: SP#1580 Workability III

		1/23/2012	B008852	<u>Decreases</u>	<u>Increases</u>
BC11JP0123B					
1000	ACADEMIC SALARIES			0	61,027
2000	CLASSIFIED/OTHER NONACADEMIC			0	43,008
3000	EMPLOYEE BENEFITS			0	10,440
4000	SUPPLIES AND MATERIALS			0	4,000
5000	OPERATING EXPENSES AND SERVICES			0	4,224
6000	CAPITAL OUTLAY			0	17,800
8100	FEDERAL REVENUE			0	140,499
				<hr/>	<hr/>
				0	280,998

Reason: New Budget
Description: NEWB SP# 1685-Title III HSI-St

		1/24/2012	B008859	<u>Decreases</u>	<u>Increases</u>
bc11pn124e					
5000	OPERATING EXPENSES AND SERVICES			0	15,000
8600	STATE REVENUE			0	15,000
				<hr/>	<hr/>
				0	30,000

Reason: New Budget
Description: NEWB#2289 EWD CITD STEP GTS

Fund 12: General Fund Restricted

bc11pn124f		1/24/2012	B008860	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC			0	27,221
3000	EMPLOYEE BENEFITS			0	2,112
5000	OPERATING EXPENSES AND SERVICES			0	10,080
8600	STATE REVENUE			0	39,413
				<hr/>	<hr/>
				0	78,826

Reason: New Budget
Description: NEWB#2297 EWD CITD STEP

bc11pn126j		1/26/2012	B008878	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	15,969
3000	EMPLOYEE BENEFITS			0	3,631
4000	SUPPLIES AND MATERIALS			0	200
5000	OPERATING EXPENSES AND SERVICES			0	200
8100	FEDERAL REVENUE			0	20,000
				<hr/>	<hr/>
				0	40,000

Reason: New Budget
Description: NEWB#1608 NSF/FULL MT2 yr2

bc11pn126n		1/26/2012	B008882	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			6,153	0
2000	CLASSIFIED/OTHER NONACADEMIC			7,713	0
3000	EMPLOYEE BENEFITS			3,809	0
5000	OPERATING EXPENSES AND SERVICES			3,870	0
8600	STATE REVENUE			21,545	0
				<hr/>	<hr/>
				43,090	0

Reason: Special Project Adjustment
Description: SP#2061 CalWORKs DO(Funded)

bc11pn126p		1/26/2012	B008883	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			26,574	0
3000	EMPLOYEE BENEFITS			3,677	0
8100	FEDERAL REVENUE			30,251	0
				<hr/>	<hr/>
				60,502	0

Reason: Special Project Adjustment
Description: SP#1680 TANF SAC(Funded)

bc11pn127e		1/27/2012	B008891	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			1,203	0
2000	CLASSIFIED/OTHER NONACADEMIC			3,928	0
3000	EMPLOYEE BENEFITS			457	0
4000	SUPPLIES AND MATERIALS			1,506	0
5000	OPERATING EXPENSES AND SERVICES			5,133	0
6000	CAPITAL OUTLAY			4,398	0
8100	FEDERAL REVENUE			16,625	0
				<hr/>	<hr/>
				33,250	0

Reason: Special Project Adjustment
Description: Reduction adj from Chancellor

Fund 12: General Fund Restricted

bc11pn127f	1/27/2012	B008892	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	25,599
2000	CLASSIFIED/OTHER NONACADEMIC		0	12,514
3000	EMPLOYEE BENEFITS		0	26,909
4000	SUPPLIES AND MATERIALS		0	15,057
5000	OPERATING EXPENSES AND SERVICES		0	4,000
6000	CAPITAL OUTLAY		0	5,100
8600	STATE REVENUE		0	89,179
			<hr/>	<hr/>
			0	178,358

Reason: Special Project Adjustment
Description: SP#2061 CalWORKs SAC(Funded)

bc11pn131e	1/31/2012	B008908	<u>Decreases</u>	<u>Increases</u>
4000	SUPPLIES AND MATERIALS		0	49
8100	FEDERAL REVENUE		0	49
			<hr/>	<hr/>
			0	98

Reason: Special Project Adjustment
Description: Corr COB#1902 WIA CAMP yr4

Summary by Major Object for Fund 12

		<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES	0	34,553
2000	CLASSIFIED/OTHER NONACADEMIC	0	140,796
3000	EMPLOYEE BENEFITS	0	70,710
4000	SUPPLIES AND MATERIALS	0	17,878
5000	OPERATING EXPENSES AND SERVICES	0	24,196
6000	CAPITAL OUTLAY	0	18,502
7000	OTHER OUTGO	0	17,699
8100	FEDERAL REVENUE	0	183,672
8600	STATE REVENUE	0	140,662
		<hr/>	<hr/>
		0	648,668

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES

From 1 / 1 / 2012 To 1 / 31 / 2012
Board Meeting on 2 / 27 / 2012

FUND: 33 CHILD DEVELOPMENT FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Revenue Account</u>		
8100	FEDERAL REVENUE		\$103,059
8600	STATE REVENUE		27,600
	Total revenue		\$130,659
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$37,905
2000	CLASSIFIED / OTHER NONACADEMIC		12,915
3000	EMPLOYEE BENEFITS		23,848
4000	SUPPLIES AND MATERIALS		18,024
5000	OPERATING EXPENSES & SERVICES		13,967
7000	OTHER OUTGO		24,000
	Total appropriation		\$130,659

RECOMMENDATION

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

Printed on 2/14/2012

Fund 33: Child Development Fund

bc11pn118i		1/18/2012	B008834	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			4,080	0
8100	FEDERAL REVENUE			4,080	0
				<hr/>	<hr/>
				8,160	0

Reason: Special Project Adjustment
Description: Rev B008713, see B008790

bc11pn119c		1/19/2012	B008840	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	41,985
2000	CLASSIFIED/OTHER NONACADEMIC			0	10,434
3000	EMPLOYEE BENEFITS			0	22,729
4000	SUPPLIES AND MATERIALS			0	18,024
5000	OPERATING EXPENSES AND SERVICES			0	13,967
8100	FEDERAL REVENUE			0	107,139
				<hr/>	<hr/>
				0	214,278

Reason: New Budget
Description: NEWB#1263 Ntwk Hlthy CA yr1

bc11pn126m		1/26/2012	B008881	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC			0	2,481
3000	EMPLOYEE BENEFITS			0	1,119
7000	OTHER OUTGO			0	24,000
8600	STATE REVENUE			0	27,600
				<hr/>	<hr/>
				0	55,200

Reason: Special Project Adjustment
Description: SP#2060 CalWORKs SAC(Funded)

Summary by Major Object for Fund 33

		<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES	0	37,905
2000	CLASSIFIED/OTHER NONACADEMIC	0	12,915
3000	EMPLOYEE BENEFITS	0	23,848
4000	SUPPLIES AND MATERIALS	0	18,024
5000	OPERATING EXPENSES AND SERVICES	0	13,967
7000	OTHER OUTGO	0	24,000
8100	FEDERAL REVENUE	0	103,059
8600	STATE REVENUE	0	27,600
		<hr/>	<hr/>
		0	261,318

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES

From 1 / 1 / 2012 To 1 / 31 / 2012
Board Meeting on 2 / 27 / 2012

FUND: 41 CAPITAL OUTLAY PROJECTS FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Revenue Account</u>		
8600	STATE REVENUE	\$300	
8800	LOCAL REVENUE		\$20,846
	Total revenue	\$300	\$20,846
	<u>Appropriation Account</u>		
6000	CAPITAL OUTLAY		\$32,109
7900	CONTINGENCY OR RESERVE	\$11,563	
	Total appropriation	\$11,563	\$32,109

RECOMMENDATION

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

Fund 41: Capital Outlay Projects Fund

bc11pn104a		1/4/2012	B008779	<u>Decreases</u>	<u>Increases</u>
6000	CAPITAL OUTLAY			600	0
7900	CONTINGENCY OR RESERVE			0	296
8600	STATE REVENUE			300	0
8800	LOCAL REVENUE			4	0
				<hr/>	<hr/>
				904	296

Reason: Special Project Adjustment
Description: Corr COB SAC Fire alarm/reloc

bc11pn117m		1/17/2012	B008825	<u>Decreases</u>	<u>Increases</u>
6000	CAPITAL OUTLAY			0	32,709
7900	CONTINGENCY OR RESERVE			11,859	0
8800	LOCAL REVENUE			0	20,850
				<hr/>	<hr/>
				11,859	53,559

Reason: Special Project Adjustment
Description: Corr SAC rev non-res tui fees

Summary by Major Object for Fund 41

		<u>Decreases</u>	<u>Increases</u>
6000	CAPITAL OUTLAY	0	32,109
7900	CONTINGENCY OR RESERVE	11,563	0
8600	STATE REVENUE	300	0
8800	LOCAL REVENUE	0	20,846
		<hr/>	<hr/>
		11,863	52,955

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 1 / 1 / 2012 To 1 / 31 / 2012

Board Meeting on 2 / 27 / 2012

FUND: 11 GENERAL FUND-UNRESTRICTED

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES	\$4,265	
2000	CLASSIFIED / OTHER NONACADEMIC		\$2,100
3000	EMPLOYEE BENEFITS	46,202	
4000	SUPPLIES AND MATERIALS	16,097	
5000	OPERATING EXPENSES AND SERVICES		46,651
6000	CAPITAL OUTLAY		17,813
	Total Transfer	\$66,564	\$66,564

RECOMMENDATION

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

Fund 11: General Fund Unrestricted

bc11pn106a		1/6/2012	B008784	From	To
4000	SUPPLIES AND MATERIALS			280	0
5000	OPERATING EXPENSES AND SERVICES			0	662
6000	CAPITAL OUTLAY			382	0
				<hr/>	<hr/>
				662	662

Reason: Adjustment
Description: SAC HS&T Xerox lease

bc11pn110c		1/10/2012	B008792	From	To
4000	SUPPLIES AND MATERIALS			9,565	0
6000	CAPITAL OUTLAY			0	9,565
				<hr/>	<hr/>
				9,565	9,565

Reason: Adjustment
Description: SAC Ath Trng Rm equipment

bc11pn110f		1/10/2012	B008795	From	To
5000	OPERATING EXPENSES AND SERVICES			650	0
6000	CAPITAL OUTLAY			0	650
				<hr/>	<hr/>
				650	650

Reason: Adjustment
Description: OEC administrative purchase

bc11kt11212e		1/12/2012	B008804	From	To
4000	SUPPLIES AND MATERIALS			0	328
5000	OPERATING EXPENSES AND SERVICES			328	0
				<hr/>	<hr/>
				328	328

Reason: Adjustment
Description: Purchase office supplies

bc11kt11212f		1/12/2012	B008805	From	To
5000	OPERATING EXPENSES AND SERVICES			0	500
6000	CAPITAL OUTLAY			500	0
				<hr/>	<hr/>
				500	500

Reason: Adjustment
Description: Buy return address envelopes

bc11kt11212i		1/12/2012	B008808	From	To
4000	SUPPLIES AND MATERIALS			4,200	0
5000	OPERATING EXPENSES AND SERVICES			0	4,200
				<hr/>	<hr/>
				4,200	4,200

Reason: Adjustment
Description: Fund Garcia's hood cleaning

Fund 11: General Fund Unrestricted

		<u>From</u>	<u>To</u>
bc11kt11212l	1/12/2012 B008811		
2000	CLASSIFIED/OTHER NONACADEMIC	0	12,975
3000	EMPLOYEE BENEFITS	0	8,807
5000	OPERATING EXPENSES AND SERVICES	21,782	0

	21,782	21,782
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Reason: Special Project Adjustment
Description: Cover 25% PR/FB 4 student svcs

		<u>From</u>	<u>To</u>
bc11pn117l	1/17/2012 B008824		
4000	SUPPLIES AND MATERIALS	0	120
5000	OPERATING EXPENSES AND SERVICES	120	0

	120	120
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Reason: Adjustment
Description: SCC Comm Svcs #10 bus env

		<u>From</u>	<u>To</u>
bc11pn118a	1/18/2012 B008826		
2000	CLASSIFIED/OTHER NONACADEMIC	0	6,870
3000	EMPLOYEE BENEFITS	0	1,621
5000	OPERATING EXPENSES AND SERVICES	7,500	0
6000	CAPITAL OUTLAY	991	0

	8,491	8,491
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Reason: Special Project Adjustment
Description: SAC A&R hrs for Spring'12

		<u>From</u>	<u>To</u>
bc11pn118c	1/18/2012 B008828		
4000	SUPPLIES AND MATERIALS	1,000	0
5000	OPERATING EXPENSES AND SERVICES	0	1,000

	1,000	1,000
--	--------------	--------------

Reason: Adjustment
Description: SAC A&R Xerox meter overage

		<u>From</u>	<u>To</u>
bc11pn118e	1/18/2012 B008830		
4000	SUPPLIES AND MATERIALS	0	300
5000	OPERATING EXPENSES AND SERVICES	300	0

	300	300
--	------------	------------

Reason: Adjustment
Description: SAC Sci/Math neg bal/est shipp

		<u>From</u>	<u>To</u>
bc11pn118f	1/18/2012 B008831		
4000	SUPPLIES AND MATERIALS	0	1,200
5000	OPERATING EXPENSES AND SERVICES	750	0
6000	CAPITAL OUTLAY	450	0

	1,200	1,200
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Reason: Adjustment
Description: SCC Adm add/drop cards

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
1/1/2012 - 1/31/2012

Fund 11: General Fund Unrestricted

		<u>From</u>	<u>To</u>
bc11pn125b	1/25/2012 B008863		
5000	OPERATING EXPENSES AND SERVICES	6,500	0
6000	CAPITAL OUTLAY	0	6,500
		<hr/>	<hr/>
		6,500	6,500

Reason: Adjustment
Description: Board member's laptops

bc11pn126b	1/26/2012 B008870	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS	3,000	0
5000	OPERATING EXPENSES AND SERVICES	0	3,000
		<hr/>	<hr/>
		3,000	3,000

Reason: Adjustment
Description: SAC Custodial carpet services

bc11pn127b	1/27/2012 B008888	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES	150	0
6000	CAPITAL OUTLAY	0	150
		<hr/>	<hr/>
		150	150

Reason: Adjustment
Description: BOT laptops w/modems needed

bc11kt13012c	1/30/2012 B008898	<u>From</u>	<u>To</u>
2000	CLASSIFIED/OTHER NONACADEMIC	17,741	0
3000	EMPLOYEE BENEFITS	16,709	0
5000	OPERATING EXPENSES AND SERVICES	0	34,450
		<hr/>	<hr/>
		34,450	34,450

Reason: Adjustment
Description: Corr PR/FB Fiscal svcs dept

bc11kt13012d	1/30/2012 B008899	<u>From</u>	<u>To</u>
2000	CLASSIFIED/OTHER NONACADEMIC	0	7
3000	EMPLOYEE BENEFITS	29,185	0
5000	OPERATING EXPENSES AND SERVICES	0	29,178
		<hr/>	<hr/>
		29,185	29,185

Reason: Adjustment
Description: Corr PR/FB Acct dept

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
1/1/2012 - 1/31/2012

bc11kt13012e	1/30/2012	B008900			
3000	EMPLOYEE BENEFITS		<u>From</u>		<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		1,733		0
			0		1,733
			<hr style="width: 100%;"/>		<hr style="width: 100%;"/>
			1,733		1,733
Reason:	Adjustment				
Description:	Corr AP dept salary and benf				
bc11kt13012f	1/30/2012	B008901			
2000	CLASSIFIED/OTHER NONACADEMIC		<u>From</u>		<u>To</u>
3000	EMPLOYEE BENEFITS		11		0
5000	OPERATING EXPENSES AND SERVICES		12,570		0
			0		12,581
			<hr style="width: 100%;"/>		<hr style="width: 100%;"/>
			12,581		12,581
Reason:	Adjustment				
Description:	Corr Payroll dept Sal/Benefits				
bc11kt13012g	1/30/2012	B008902			
3000	EMPLOYEE BENEFITS		<u>From</u>		<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		0		276
			276		0
			<hr style="width: 100%;"/>		<hr style="width: 100%;"/>
			276		276
Reason:	Adjustment				
Description:	Corr proj mgmt dept PR/FB				
bc11kt13012h	1/30/2012	B008903			
3000	EMPLOYEE BENEFITS		<u>From</u>		<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		974		0
			0		974
			<hr style="width: 100%;"/>		<hr style="width: 100%;"/>
			974		974
Reason:	Adjustment				
Description:	Corr Interan Audit dept PR/FB				
bc11pn131a	1/31/2012	B008905			
1000	ACADEMIC SALARIES		<u>From</u>		<u>To</u>
3000	EMPLOYEE BENEFITS		4,265		0
			0		4,265
			<hr style="width: 100%;"/>		<hr style="width: 100%;"/>
			4,265		4,265
Reason:	Adjustment				
Description:	SAC LTS coordinator substitute				
bc11pn131c	1/31/2012	B008910			
5000	OPERATING EXPENSES AND SERVICES		<u>From</u>		<u>To</u>
6000	CAPITAL OUTLAY		3,271		0
			0		3,271
			<hr style="width: 100%;"/>		<hr style="width: 100%;"/>
			3,271		3,271
Reason:	Adjustment				
Description:	SAC Stud Life equip, Troxell				

Summary by Major Object for Fund 11

		<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES	4,265	0
2000	CLASSIFIED/OTHER NONACADEMIC	0	2,100
3000	EMPLOYEE BENEFITS	46,202	0
4000	SUPPLIES AND MATERIALS	16,097	0
5000	OPERATING EXPENSES AND SERVICES	0	46,651
6000	CAPITAL OUTLAY	0	17,813
		<hr/>	<hr/>
		66,564	66,564

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

**From 1 / 1 / 2012 To 1 / 31 / 2012
Board Meeting on 2 / 27 / 2012**

FUND: 12 GENERAL FUND-RESTRICTED

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$3,415
2000	CLASSIFIED / OTHER NONACADEMIC	\$23,777	
3000	EMPLOYEE BENEFITS	20,135	
4000	SUPPLIES AND MATERIALS	18,436	
5000	OPERATING EXPENSES AND SERVICES		54,674
6000	CAPITAL OUTLAY		5,519
7000	OTHER OUTGO	1,260	
	Total Transfer	\$63,608	\$63,608

RECOMMENDATION

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

Fund 12: General Fund Restricted

		<u>From</u>	<u>To</u>
bc11pn105a	1/5/2012 B008780		
5000	OPERATING EXPENSES AND SERVICES	0	547
6000	CAPITAL OUTLAY	547	0
		<hr/> 547	<hr/> 547

Reason: Special Project Adjustment
Description: SCC AA TTIP training attend

		<u>From</u>	<u>To</u>
bc11pn105c	1/5/2012 B008782		
2000	CLASSIFIED/OTHER NONACADEMIC	248	0
3000	EMPLOYEE BENEFITS	0	271
4000	SUPPLIES AND MATERIALS	2,715	0
5000	OPERATING EXPENSES AND SERVICES	0	2,262
7000	OTHER OUTGO	0	430
		<hr/> 2,963	<hr/> 2,963

Reason: Special Project Adjustment
Description: Close out COB#1654 SSS neg bal

		<u>From</u>	<u>To</u>
bc11pn106b	1/6/2012 B008785		
4000	SUPPLIES AND MATERIALS	13,625	0
6000	CAPITAL OUTLAY	0	13,625
		<hr/> 13,625	<hr/> 13,625

Reason: Adjustment
Description: SAC HS&T class weld machines

		<u>From</u>	<u>To</u>
bc11pn106f	1/6/2012 B008789		
4000	SUPPLIES AND MATERIALS	0	490
6000	CAPITAL OUTLAY	490	0
		<hr/> 490	<hr/> 490

Reason: Special Project Adjustment
Description: SAC MNFG/CTEA Wally Machinery

		<u>From</u>	<u>To</u>
bc11pn110b	1/10/2012 B008791		
4000	SUPPLIES AND MATERIALS	0	400
5000	OPERATING EXPENSES AND SERVICES	400	0
		<hr/> 400	<hr/> 400

Reason: Special Project Adjustment
Description: Wmn Entre workshop food exps

		<u>From</u>	<u>To</u>
bc11pn110d	1/10/2012 B008793		
4000	SUPPLIES AND MATERIALS	1,964	0
5000	OPERATING EXPENSES AND SERVICES	0	3,358
6000	CAPITAL OUTLAY	1,394	0
		<hr/> 3,358	<hr/> 3,358

Reason: Special Project Adjustment
Description: BEC HUB EMSI 1 yr net subsct

Fund 12: General Fund Restricted

		1/10/2012	B008794	<u>From</u>	<u>To</u>
bc11pn110e					
4000	SUPPLIES AND MATERIALS			310	0
7000	OTHER OUTGO			0	310
				<hr/>	<hr/>
				310	310

Reason: Special Project Adjustment
Description: SAC GEAR UP IV new account

		1/11/2012	B008799	<u>From</u>	<u>To</u>
bc11pn111a					
4000	SUPPLIES AND MATERIALS			519	0
5000	OPERATING EXPENSES AND SERVICES			0	519
				<hr/>	<hr/>
				519	519

Reason: Special Project Adjustment
Description: Conference/internet svc exps

		1/12/2012	B008810	<u>From</u>	<u>To</u>
bc11kt11212k					
1000	ACADEMIC SALARIES			0	609
3000	EMPLOYEE BENEFITS			0	90
4000	SUPPLIES AND MATERIALS			490	0
5000	OPERATING EXPENSES AND SERVICES			209	0
				<hr/>	<hr/>
				699	699

Reason: Special Project Adjustment
Description: Cover beyond contract counseli

		1/17/2012	B008814	<u>From</u>	<u>To</u>
bc11pn117b					
5000	OPERATING EXPENSES AND SERVICES			0	10,000
7000	OTHER OUTGO			10,000	0
				<hr/>	<hr/>
				10,000	10,000

Reason: Special Project Adjustment
Description: SAC Tr Ctr stud travel/fac sal

		1/17/2012	B008815	<u>From</u>	<u>To</u>
bc11pn117c					
3000	EMPLOYEE BENEFITS			305	0
4000	SUPPLIES AND MATERIALS			0	305
				<hr/>	<hr/>
				305	305

Reason: Special Project Adjustment
Description: Page2 ben alloc/non-instr supp

		1/17/2012	B008816	<u>From</u>	<u>To</u>
bc11pn117d					
2000	CLASSIFIED/OTHER NONACADEMIC			0	1,020
3000	EMPLOYEE BENEFITS			0	239
5000	OPERATING EXPENSES AND SERVICES			1,259	0
				<hr/>	<hr/>
				1,259	1,259

Reason: Special Project Adjustment
Description: SAC SCE personnel expenses

Fund 12: General Fund Restricted

		1/17/2012	B008818	<u>From</u>	<u>To</u>
bc11pn117f					
2000	CLASSIFIED/OTHER NONACADEMIC			21,838	0
3000	EMPLOYEE BENEFITS			8,162	0
5000	OPERATING EXPENSES AND SERVICES			0	30,000
				30,000	30,000

Reason: Special Project Adjustment
Description: DO BEC salary/benfits

		1/17/2012	B008819	<u>From</u>	<u>To</u>
bc11pn117g					
4000	SUPPLIES AND MATERIALS			1,000	0
5000	OPERATING EXPENSES AND SERVICES			0	1,000

Reason: Special Project Adjustment
Description: DO BEC internet services exps

1,000 **1,000**

		1/17/2012	B008820	<u>From</u>	<u>To</u>
bc11pn117h					
1000	ACADEMIC SALARIES			253	0
3000	EMPLOYEE BENEFITS			0	213
5000	OPERATING EXPENSES AND SERVICES			0	40

Reason: Special Project Adjustment
Description: BSI SCC budget revision

253 **253**

		1/17/2012	B008821	<u>From</u>	<u>To</u>
bc11pn117i					
1000	ACADEMIC SALARIES			0	6,760
3000	EMPLOYEE BENEFITS			5,659	0
5000	OPERATING EXPENSES AND SERVICES			1,101	0

Reason: Special Project Adjustment
Description: BSI SCC budget revision

6,760 **6,760**

		1/17/2012	B008823	<u>From</u>	<u>To</u>
bc11pn117k					
4000	SUPPLIES AND MATERIALS			0	200
5000	OPERATING EXPENSES AND SERVICES			200	0

Reason: Special Project Adjustment
Description: DMC CTE mtgs food/food suppl

200 **200**

		1/18/2012	B008827	<u>From</u>	<u>To</u>
bc11pn118b					
4000	SUPPLIES AND MATERIALS			0	2,396
5000	OPERATING EXPENSES AND SERVICES			0	104
6000	CAPITAL OUTLAY			2,500	0

Reason: Special Project Adjustment
Description: SAC Business instruct softwr

2,500 **2,500**

Fund 12: General Fund Restricted

bc11kt011812c	1/18/2012	B008837	From	To
5000	OPERATING EXPENSES AND SERVICES		0	252
6000	CAPITAL OUTLAY		252	0
			<hr/>	<hr/>
			252	252

Reason: Special Project Adjustment
Description: Fund object 5950 sp2250

bc11pn119b	1/19/2012	B008839	From	To
2000	CLASSIFIED/OTHER NONACADEMIC		10,000	0
7000	OTHER OUTGO		0	10,000
			<hr/>	<hr/>
			10,000	10,000

Reason: Special Project Adjustment
Description: SAC Tchr Pthwy Prg textbooks

bc11pn120b	1/20/2012	B008843	From	To
4000	SUPPLIES AND MATERIALS		600	0
5000	OPERATING EXPENSES AND SERVICES		0	600
			<hr/>	<hr/>
			600	600

Reason: Special Project Adjustment
Description: SAC SCE ORKIN(termite)quote

bc11kt012012b	1/20/2012	B008849	From	To
4000	SUPPLIES AND MATERIALS		0	500
5000	OPERATING EXPENSES AND SERVICES		500	0
			<hr/>	<hr/>
			500	500

Reason: Special Project Adjustment
Description: Fund banner/table runner 4 IWE

BC11JP0123A	1/23/2012	B008851	From	To
4000	SUPPLIES AND MATERIALS		300	0
5000	OPERATING EXPENSES AND SERVICES		0	300
			<hr/>	<hr/>
			300	300

Reason: Special Project Adjustment
Description: Add'l funds in account

bc11pn124a	1/24/2012	B008855	From	To
4000	SUPPLIES AND MATERIALS		800	0
6000	CAPITAL OUTLAY		0	800
			<hr/>	<hr/>
			800	800

Reason: Special Project Adjustment
Description: SCC Sci instruct lab items

bc11pn124b	1/24/2012	B008856	From	To
1000	ACADEMIC SALARIES		2,000	0
2000	CLASSIFIED/OTHER NONACADEMIC		0	2,000
3000	EMPLOYEE BENEFITS		0	1,500
4000	SUPPLIES AND MATERIALS		1,500	0
			<hr/>	<hr/>
			3,500	3,500

Reason: Special Project Adjustment
Description: SAC supplemntl sci/math instr

		1/24/2012	B008857	<u>From</u>	<u>To</u>
bc11pn124c					
1000	ACADEMIC SALARIES			0	2,000
7000	OTHER OUTGO			2,000	0
				<hr/> 2,000	<hr/> 2,000

Reason: Special Project Adjustment
Description: SAC Sci TEST:Up counselor

		1/26/2012	B008875	<u>From</u>	<u>To</u>
bc11pn126g					
1000	ACADEMIC SALARIES			440	0
5000	OPERATING EXPENSES AND SERVICES			0	440
				<hr/> 440	<hr/> 440

Reason: Special Project Adjustment
Description: SCC VTEA program advertising

		1/26/2012	B008876	<u>From</u>	<u>To</u>
bc11pn126h					
1000	ACADEMIC SALARIES			1,500	0
2000	CLASSIFIED/OTHER NONACADEMIC			3,424	0
3000	EMPLOYEE BENEFITS			2,587	0
5000	OPERATING EXPENSES AND SERVICES			0	7,511
				<hr/> 7,511	<hr/> 7,511

Reason: Special Project Adjustment
Description: SCC Across All Prog softwr lic

		1/26/2012	B008877	<u>From</u>	<u>To</u>
bc11pn126i					
1000	ACADEMIC SALARIES			1,761	0
2000	CLASSIFIED/OTHER NONACADEMIC			0	2,761
4000	SUPPLIES AND MATERIALS			1,000	0
				<hr/> 2,761	<hr/> 2,761

Reason: Special Project Adjustment
Description: SCC VTEA Public Wrks stu asst

		1/27/2012	B008889	<u>From</u>	<u>To</u>
bc11pn127c					
5000	OPERATING EXPENSES AND SERVICES			0	375
6000	CAPITAL OUTLAY			375	0
				<hr/> 375	<hr/> 375

Reason: Special Project Adjustment
Description: SAC VTEA DM brochure print'g

		1/27/2012	B008890	<u>From</u>	<u>To</u>
bc11pn127d					
2000	CLASSIFIED/OTHER NONACADEMIC			0	600
4000	SUPPLIES AND MATERIALS			0	4,000
5000	OPERATING EXPENSES AND SERVICES			0	2,330
6000	CAPITAL OUTLAY			6,930	0
				<hr/> 6,930	<hr/> 6,930

Reason: Special Project Adjustment
Description: SAC VTEA Nrsg sftwr,supp,DVDs

Fund 12: General Fund Restricted

		1/27/2012	B008893	<u>From</u>	<u>To</u>
bc11pn127g					
2000	CLASSIFIED/OTHER NONACADEMIC			0	5,352
3000	EMPLOYEE BENEFITS			5,735	0
4000	SUPPLIES AND MATERIALS			1,804	0
5000	OPERATING EXPENSES AND SERVICES			1,395	0
6000	CAPITAL OUTLAY			0	3,582
				8,934	8,934

Reason: Special Project Adjustment
Description: SP#2270 CITD CL sal/contr svcs

		1/31/2012	B008907	<u>From</u>	<u>To</u>
bc11pn131d					
4000	SUPPLIES AND MATERIALS			100	0
5000	OPERATING EXPENSES AND SERVICES			0	100
				100	100

Reason: Special Project Adjustment
Description: SAC EOPS reproduction account

Summary by Major Object for Fund 12

		<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES	0	3,415
2000	CLASSIFIED/OTHER NONACADEMIC	23,777	0
3000	EMPLOYEE BENEFITS	20,135	0
4000	SUPPLIES AND MATERIALS	18,436	0
5000	OPERATING EXPENSES AND SERVICES	0	54,674
6000	CAPITAL OUTLAY	0	5,519
7000	OTHER OUTGO	1,260	0
		63,608	63,608

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 1 / 1 / 2012 To 1 / 31 / 2012

Board Meeting on 2 / 27 / 2012

FUND: 33 CHILD DEVELOPMENT FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
2000	CLASSIFIED / OTHER NONACADEMIC		\$1,000
4000	SUPPLIES AND MATERIALS		709
5000	OPERATING EXPENSES AND SERVICES	\$1,000	
6000	CAPITAL OUTLAY		619
7900	CONTINGENCY OR RESERVE	1,328	
	Total Transfer	\$2,328	\$2,328

RECOMMENDATION

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

Fund 33: Child Development Fund

bc11pn106e	1/6/2012	B008788	<u>From</u>	<u>To</u>
2000		CLASSIFIED/OTHER NONACADEMIC	2,000	0
5000		OPERATING EXPENSES AND SERVICES	0	2,000
			<hr/>	<hr/>
			2,000	2,000

Reason: Special Project Adjustment
Description: CDS open repair PO's

bc11pn124d	1/24/2012	B008858	<u>From</u>	<u>To</u>
4000		SUPPLIES AND MATERIALS	0	709
6000		CAPITAL OUTLAY	0	619
7900		CONTINGENCY OR RESERVE	1,328	0
			<hr/>	<hr/>
			1,328	1,328

Reason: Adjustment
Description: CDS SP#1271 EHS over-expend

bc11pn126d	1/26/2012	B008872	<u>From</u>	<u>To</u>
2000		CLASSIFIED/OTHER NONACADEMIC	0	3,000
5000		OPERATING EXPENSES AND SERVICES	3,000	0
			<hr/>	<hr/>
			3,000	3,000

Reason: Special Project Adjustment
Description: CDS extended hrs intern

Summary by Major Object for Fund 33

			<u>From</u>	<u>To</u>
2000		CLASSIFIED/OTHER NONACADEMIC	0	1,000
4000		SUPPLIES AND MATERIALS	0	709
5000		OPERATING EXPENSES AND SERVICES	1,000	0
6000		CAPITAL OUTLAY	0	619
7900		CONTINGENCY OR RESERVE	1,328	0
			<hr/>	<hr/>
			2,328	2,328

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 1 / 1 / 2012 To 1 / 31 / 2012

Board Meeting on 2 / 27 / 2012

FUND: 41 CAPITAL OUTLAY PROJECTS FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
5000	OPERATING EXPENSES AND SERVICES		\$20,000
6000	CAPITAL OUTLAY		40,000
7900	CONTINGENCY OR RESERVE	\$60,000	
	Total Transfer	\$60,000	\$60,000

RECOMMENDATION

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

Fund 41: Capital Outlay Projects Fund

bc11kt11212c	1/12/2012	B008802	<u>From</u>	<u>To</u>
6000	CAPITAL OUTLAY		0	5,000
7900	CONTINGENCY OR RESERVE		5,000	0
			<hr/>	<hr/>
			5,000	5,000
Reason:	Special Project Adjustment			
Description:	Fund DO parking lot account			

bc11kt11212h	1/12/2012	B008807	<u>From</u>	<u>To</u>
6000	CAPITAL OUTLAY		0	35,000
7900	CONTINGENCY OR RESERVE		35,000	0
			<hr/>	<hr/>
			35,000	35,000
Reason:	Special Project Adjustment			
Description:	DSA SAC Bldg D improvement fee			

bc11kt12612d	1/26/2012	B008867	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		0	20,000
7900	CONTINGENCY OR RESERVE		20,000	0
			<hr/>	<hr/>
			20,000	20,000
Reason:	Adjustment			
Description:	Corr B008848 Phase III Dolinka			

Summary by Major Object for Fund 41

5000	OPERATING EXPENSES AND SERVICES	<u>From</u>	<u>To</u>
6000	CAPITAL OUTLAY	0	20,000
7900	CONTINGENCY OR RESERVE	0	40,000
		60,000	0
		<hr/>	<hr/>
		60,000	60,000

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Adoption of Resolution No. 12-08 – Authorizing the Issuance of RSCCD 2012 General Obligation Refunding Bonds	
Action:	Request for Approval and Resolution Adoption	

BACKGROUND

On November 5, 2002, voters in the Rancho Santiago Community College District authorized the issuance and sale of \$337,000,000 of general obligation bonds (Measure E) to finance property acquisitions, planning, infrastructure creation and enhancements, new capital construction projects, equipment acquisitions, and remodeling projects. In April 2003, the District issued Series 2003A Bonds in the amount of \$96,125,000 and began implementing the District's Capital Construction Plan. In March 2005, the District issued a second bond issuance in the amount of \$119,999,867 as a 2005 Series B issuance. In August 2005, the District issued \$53,559,298 in refunding (refinancing) of Series A bonds at lower interest rates. In September 2006, the District issued the final Measure E bond issuance in the amount of \$120,874,328.55 as a 2006 Series C issuance. On October 10, 2011 the Board of Trustees authorized up to \$17 million in bond refunding. On November 15, 2011, \$10.3 million of Series A bonds were refunded. A net savings to the district's property taxpayers was approximately \$359,000.

Due to a continuing decline of current interest rates and a decrease in the total assessed valuation of property in the District, there is an opportunity to refinance an additional portion of its existing general obligation bonds, the remaining 2003 Series A (approximately \$5.8 million) and 2005 Series B (approximately) \$69 million.

The objective of the refunding financing is to refinance existing higher interest rate bonds at lower current interest rates (savings similar to refinancing a home mortgage at lower interest rates). This refinancing or refunding will reduce total debt service on the bonds to the taxpayers. All savings from the refunding will be for the benefit of the property taxpayers who pay for the bonds. The extent to which the refinancing will accomplish these goals will depend on market interest rates at the time the financing (pricing).

ANALYSIS

It is recommended that all or a portion of the outstanding Series 2003A Bonds and Series B Bonds are authorized under Government Code 53550 for refunding, not to exceed a total of \$75 million from both series. It is estimated that this refunding will provide taxpayers with aggregate debt service net savings of approximately \$3.5 to \$5.4 million, dependent on interest rates as of pricing. There is no cost to the district to refinance these bonds. All issuance costs are included in the refinancing of the bonds.

The attached Resolution authorizes the District to issue general obligation refunding bonds not to exceed \$75 million and authorizes District staff to carry out actions necessary to implement the refinancing. As part of the actions necessary to implement the refinancing the district is required to enter into a Purchase Contract for the refunding on these bonds. We have attached documents for your review. In addition, attached is a timetable for the refunding and the Interested Parties List. Pricing of the refunding bonds is scheduled for February 29, 2012. Closing for the refunding is expected on March 14, 2012. The lower tax rates will be affective on the 2012-2013 property tax statements. The underwriters will be at the April 2, 2012 RSCCD Board of Trustees meeting to report on the concluded bond sale results and answer any questions.

A syndicate of Underwriters will be managing the sale of the refunding bonds which includes Kinsell, Newcomb & De Dios, Inc., De La Rosa & Co. and RBC Capital Markets LLC. The participating Underwriters have agreed that Kinsell et al will be acting as Senior Manager and will be managing the sale in conjunction with and on behalf of the participants. Bond counsel is David G. Casnocha of Stradling Yocca Carlson & Rauth.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 12-08, authorizing the issuance of the Rancho Santiago Community College District (Orange County, California) 2012 General Obligation Refunding Bonds, not to exceed \$75 million and approve refunding of all or a portion of the remaining District's Series 2003A General Obligation Bond and the 2005 Series B bonds. It is further recommended that the Board authorize the Vice Chancellor Business Operations/Fiscal Services to sign all required documents on behalf of the District as presented.

Fiscal Impact:	No cost to the district	Board Date: February 27, 2012
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 12-08

RESOLUTION AUTHORIZING THE ISSUANCE OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (ORANGE COUNTY, CALIFORNIA) 2012 GENERAL OBLIGATION REFUNDING BONDS

WHEREAS, a duly called election was held in the Rancho Santiago Community College District, Orange County, State of California (hereinafter referred to as the "District"), on November 5, 2002 (the "Authorization") and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by a vote of more than fifty-five percent of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District for various purposes set forth in the ballot submitted to the voters, in the maximum amount of \$337,000,000, payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, pursuant to the Authorization, on March 31, 2003 the District issued \$96,125,000 of Rancho Santiago Community College District (Orange County, California) General Obligation Bonds, Election of 2002, Series 2003A (the "Series 2003A Bonds");

WHEREAS, pursuant to the Authorization, on March 10, 2005 the County issued on behalf of the District an aggregate principal amount of \$119,999,867.25 Rancho Santiago Community College District (Orange County, California) General Obligation Bonds, Election of 2002, Series B (the "Series B Bonds" and together with the Series 2003A Bonds, the "Prior Bonds");

WHEREAS, on August 23, 2005 the District issued an aggregate principal amount of \$53,559,298.50 of Rancho Santiago Community College District (Orange County, California) 2005 General Obligation Refunding Bonds (the "2005 Refunding Bonds"), the proceeds of which were used to advance refund a portion of the District's Series 2003A Bonds;

WHEREAS, on December 15, 2011 the District issued an aggregate principal amount of \$10,300,000 of Rancho Santiago Community College District (Orange County, California) 2011 General Obligation Refunding Bonds (the "2011 Refunding Bonds"), the proceeds of which were used to advance refund certain maturities of District's Series 2003A Bonds; and

WHEREAS, pursuant to Section 53550 *et seq.* of the Government Code, the District is authorized to issue general obligation refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding Series 2003A Bonds and Series B Bonds (so refunded, the "Refunded Bonds");

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and whereas the indebtedness of the District, including this proposed issue of Refunding Bonds, is within all limits prescribed by law; and

WHEREAS, this Board desires to appoint professionals related to the issuance of the Refunding Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ORANGE COUNTY, CALIFORNIA, AS FOLLOWS:

SECTION 1. Purpose. To advance refund all or a portion of the outstanding principal amount of the Prior Bonds and to pay all necessary legal, financial, and contingent costs in connection therewith, the District hereby authorizes the issuance of the Refunding Bonds in one or more series, to be styled as the "Rancho Santiago Community College District (Orange County, California) 2012 General Obligation Refunding Bonds," in an aggregate principal amount not-to-exceed \$75,000,000, with appropriate series designations if more than one series is issued. Additional costs authorized to be paid from the proceeds of the Refunding Bonds are all of the authorized costs of issuance set forth in Section 53550(e) and (f) and Section 53587 of the Government Code.

SECTION 2. Paying Agent. The Board does hereby authorize the appointment Wells Fargo Bank, National Association as Paying Agent (defined herein) for the Refunding Bonds on behalf of the District.

SECTION 3. Terms and Conditions of Sale. The Refunding Bonds are hereby authorized to be sold at a negotiated sale upon the direction of the Chancellor of the District (the "Chancellor") or the Vice Chancellor for Business Operations and Fiscal Services of the District (the "Vice Chancellor"). The Refunding Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below. The Board estimates that the costs associated with the issuance of the Refunding Bonds, including compensation to the Underwriter (defined herein) and any such costs to be paid pursuant to the Purchase Contract, will equal approximately 0.75% of the principal amount of the Refunding Bonds.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract (the "Purchase Contract") by and between the District and Kinsell, Newcomb & De Dios, Inc., as representative of itself, RBC Capital Markets LLC and De La Rosa & Co. (collectively, the "Underwriter"), for the purchase and sale of the Refunding Bonds, substantially in the form on file with the Secretary to or Clerk of the Board, is hereby approved and the Chancellor, the Vice Chancellor, and such other officer or employee of the District as the Chancellor or Vice Chancellor may designate (collectively, the "Authorized Officers"), each alone, are hereby authorized to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the maximum interest rates of the Refunding Bonds shall not exceed the maximum rate permitted by law, and the Underwriter's discount, excluding original issue discount thereon and any costs of issuance of the Refunding Bonds, shall not exceed 0.45% of the aggregate principal amount of the Refunding Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Refunding Bonds to be specified in the Purchase Contract for sale by the District up to \$75,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract):

(a) "Authorization" means the authorization received by the District to issue the Series 2003A Bonds and Series B Bonds at an election held on November 5, 2002.

(b) "Act" means Sections 53550 *et seq.* of the California Government Code.

(c) **“Bond Insurer”** means any insurance company which issues a municipal bond insurance policy insuring the payment of Principal of and interest on the Refunding Bonds.

(d) **“Bond Payment Date”** means, unless otherwise provided by the Purchase Contract, March 1 and September 1 of each year commencing September 1, 2012 with respect to the interest on the Refunding Bonds, September 1 of each year commencing September 1, 2012 with respect to the Principal payments on the Refunding Bonds.

(e) **“Code”** means the Internal Revenue Code of 1986, as the same may be amended from time to time. Reference to a particular section of the Code shall be deemed to be a reference to any successor to any such section.

(f) **“Depository”** means, initially, DTC, and thereafter the securities depository acting as Depository pursuant to Section 6(c) hereof.

(g) **“DTC”** means The Depository Trust Company, New York, New York, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320, a limited purpose trust company organized under the laws of the State of New York, in its capacity as Depository for the Refunding Bonds.

(h) **“Escrow Agent”** means Wells Fargo Bank, National Association, or any other successor thereto, in its capacity as escrow agent for the Refunded Bonds.

(i) **“Escrow Agreement”** means the Escrow Agreement relating to the Refunded Bonds, by and between the District and the Escrow Agent.

(j) **“Federal Securities”** means securities as permitted, in accordance with the authorizing resolutions of the County pursuant to which the Series 2003A Bonds and Series B Bonds were issued, respectively, to be deposited with the Escrow Agent for the purpose of defeasing the Series 2003A Bonds and Series B Bonds.

(k) **“Information Services”** means Financial Information, Inc.’s “Financial Daily Called Bond Service; Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service; or Mergent Inc.’s Called Bond Department.

(l) **“Nominee”** means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(m) **“Outstanding”** means, when used with reference to the Refunding Bonds, as of any date, Bonds theretofore issued or thereupon being issued under this resolution except:

(i) Refunding Bonds canceled at or prior to such date;

(ii) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been delivered pursuant to Section 8 hereof; or

(iii) Refunding Bonds for the payment or redemption of which funds or Government Obligations in the necessary amount shall have been set aside (whether on or prior to the maturity or redemption date of such Refunding Bonds), in accordance with Section 19 of this Resolution

(n) **“Owners” or “Registered Owner”** means the registered owner of a Refunding Bond as set forth on the registration books maintained by the Paying Agent pursuant to Section 6 hereof.

(o) **“Participants”** means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(p) **“Paying Agent”** means Wells Fargo Bank, National Association, or any successor financial institution, acting as paying agent, verification agent, transfer agent, bond registrar for the Refunding Bonds.

(q) **“Principal” or “Principal Amount”** means, with respect to any Current Interest Bond, the principal or principal amount thereof.

(r) **“Record Date”** means the fifteenth day of the month preceding each Bond Payment Date.

(s) **“Securities Depository”** means The Depository Trust Company, 55 Water Street, New York, New York 10041, Tel: (212) 855-1000 or Fax: (212) 855-7320 with Cede & Co. as its nominee.

(t) **“Term Bonds”** means those Refunding Bonds for which mandatory sinking fund redemption dates have been established in the Purchase Contract.

SECTION 6. Terms of the Refunding Bonds.

(a) **Denomination, Interest, Dated Dates.** The Refunding Bonds shall be issued as bonds registered as to both principal and interest, in the denominations of \$5,000 or any integral multiple thereof. The Refunding Bonds will be initially registered to “Cede & Co.,” the nominee of the DTC.

Each Refunding Bond shall be dated the date of delivery of the Refunding Bonds or such other date as shall appear in the Purchase Contract (the “Date of Delivery”), and shall bear interest at the rates set forth in the Purchase Contract from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before the first Record Date, in which event it shall bear interest from the Date of Delivery. Interest on the Refunding Bonds shall be payable on the respective Bond Payment Dates and shall be computed on the basis of a 360-day year of twelve 30-day months.

No Refunding Bond of any series shall mature later than the final maturity date of the Refunded Bonds refunded from the proceeds of such Refunding Bond.

(b) **Redemption.**

(i) **Optional Redemption.** The Refunding Bonds shall be subject to optional redemption prior to maturity as provided in the Purchase Contract.

(ii) **Mandatory Redemption.** Any Refunding Bonds issued as Term Bonds shall be subject to mandatory sinking fund redemption as provided in the Purchase Contract.

In the event that a portion of any Term Bond is optionally redeemed pursuant to Section 6(b)(i) hereof, the remaining sinking fund payments shall be reduced proportionately or as

otherwise directed by the District, in integral multiples of \$5,000, in respect to the portion of such Term Bond optionally redeemed.

(iii) Selection of Refunding Bonds for Redemption. Whenever provision is made in this Resolution for the redemption of Refunding Bonds and less than all Outstanding Refunding Bonds are to be redeemed, the Paying Agent, upon written instruction from the District, shall select Refunding Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Paying Agent shall select Refunding Bonds for redemption by lot. Redemption by lot shall be in such manner as the Paying Agent shall determine; provided, however, the Purchase Contract may provide that, within a maturity, Refunding Bonds shall be selected for redemption on a "Pro Rata Pass-Through Distribution of Principal" basis in accordance with DTC procedures, provided further that, such pro-rata redemption is made in accordance with the operational arrangements of DTC then in effect.

With respect to redemption by lot, the portion of any Refunding Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof.

(iv) Notice of Redemption. When redemption is authorized or required pursuant to Section 6(b)(i) hereof, the Paying Agent, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Refunding Bonds. Such Redemption Notice shall specify: the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed; the date of redemption; the place or places where the redemption will be made, including the name and address of the Paying Agent; the redemption price; the CUSIP numbers (if any) assigned to the Refunding Bonds to be redeemed, the bond numbers of the Refunding Bonds to be redeemed in whole or in part and, in the case of any Refunding Bond to be redeemed in part only, the Principal Amount of such Refunding Bond to be redeemed; and the original issue date, interest rate or Accretion Rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued to the redemption date thereon, and that from and after such date, interest with respect thereto shall cease to accrue.

The Paying Agent shall take the following actions with respect to such Redemption Notice:

(A) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Refunding Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register.

(B) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service to each of the Securities Depository.

(C) At least 30 but not more than 60 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service to one of the Information Services.

Neither failure to receive any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected

Refunding Bonds. Each check issued or other transfer of funds made by the Paying Agent for the purpose of redeeming Refunding Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Refunding Bonds being redeemed with the proceeds of such check or other transfer. Such redemption notices may state that no representation is made as to the accuracy or correctness of the CUSIP numbers printed therein or on the Refunding Bonds.

(v) Partial Redemption of Refunding Bonds. Upon the surrender of any Refunding Bond redeemed in part only, the Paying Agent shall execute and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in transfer amounts to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(vi) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest accrued to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Refunding Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Refunding Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

(vii) Refunding Bonds No Longer Outstanding. When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of such Refunding Bonds or portions thereof, and, accrued interest thereon to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(c) Book-Entry System.

(i) Election of Book-Entry System. The Refunding Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Refunding Bonds in an authorized denomination. The ownership of each such Refunding Bond shall be registered in the register of bonds ("Bond Register") maintained by the Paying Agent in the name of the Nominee, as nominee of the Depository and

ownership of the Refunding Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(i)(4).

The District and the Paying Agent shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such the Refunding Bonds. Without limiting the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to: (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Refunding Bonds; (ii) the delivery to any Participant or any other person, other than an Owner as shown in the Bond Register, of any notice with respect to the Refunding Bonds, including any notice of redemption; (iii) the selection by the Depository and its Participants of the beneficial interests in the Refunding Bonds to be prepaid in the event the District redeems the Refunding Bonds in part; (iv) or the payment by the Depository or any Participant or any other person, of any amount with respect to principal, premium, if any, or interest on the Refunding Bonds. The District and the Paying Agent may treat and consider the person in whose name each the Refunding Bond is registered in the Bond Register as the absolute Owner of such the Refunding Bond for the purpose of payment of principal of and premium and interest on and to such Refunding Bond, for the purpose of giving notices of redemption and other matters with respect to such Refunding Bond, for the purpose of registering transfers with respect to such Refunding Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Refunding Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of, and premium, if any, and interest on the Refunding Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of principal of, and premium, if any, and interest on the Refunding Bonds. Upon delivery by the Depository to the Owner and the Paying Agent, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to the Record Date, the word "Nominee" in this Resolution shall refer to such nominee of the Depository.

(1) Delivery of Letter of Representations. In order to qualify the Refunding Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Refunding Bonds other than the Owners, as shown on the Bond Register. By executing a Letter of Representations, the Paying Agent shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Paying Agent shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify the Refunding Bonds for the Depository's book-entry program.

(2) Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for the Refunding Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Refunding Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such the Refunding Bond, registered in the name

of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Refunding Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging such Refunding Bonds shall designate, in accordance with the provisions of this Section 6(c).

(3) Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all Outstanding Refunding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or Paying Agent with respect to principal of and premium, if any, or interest on the Refunding Bonds and all notices with respect to such Refunding Bonds shall be made and given, respectively to the Nominee, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Paying Agent notwithstanding any inconsistent provisions herein.

(4) Transfer of Refunding Bonds to Substitute Depository.

(A) The Refunding Bonds shall be initially issued as described in the Official Statement. Registered ownership of such Refunding Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its Nominee, or of any substitute depository designated pursuant to Section 6(c)(i)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (a) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (b) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(1) or (2), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent designating the Substitute Depository, a single new Refunding Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Refunding Bonds then Outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(i)(4)(A)(3), upon receipt of all Outstanding Refunding Bonds by the Paying Agent, together with a written request of the District to the Paying Agent, new Refunding Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Paying Agent shall not be required to deliver such new Refunding Bonds within a period of less than sixty (60) days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption of any Refunding Bonds evidencing a portion of the principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Refunding Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Paying Agent, all in accordance with the Letter of Representations. The Paying Agent shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Paying Agent shall be entitled to treat the person in whose name any Refunding Bond is registered as the Owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Paying Agent or the District; and the District and the Paying Agent shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Refunding Bonds. Neither the District nor the Paying Agent shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Refunding Bonds, and the Paying Agent may rely conclusively on its records as to the identity of the Owners of the Refunding Bonds.

SECTION 7. Execution of Refunding Bonds. The Refunding Bonds shall be signed by the President of the Board of Trustees of the District, by his or her manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, all in their official capacities. No Refunding Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Refunding Bond is signed by the Paying Agent as authenticating agent. Authentication by the Paying Agent shall be conclusive evidence that the Refunding Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution. There shall be attached to each Refunding Bond the legal opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, and, immediately preceding such legal opinion, a certificate executed with the facsimile signature of the Secretary to or Clerk of the Board of Trustees, said certificate to be in substantially the following form:

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)

[Secretary/Clerk], Board of Trustees

SECTION 8. Paying Agent; Transfer and Exchange. So long as any of the Refunding Bonds remain Outstanding, the District will cause the Paying Agent to maintain and keep at its designated office all books and records necessary for the registration, exchange and transfer of the Refunding Bonds as provided in this Section. Subject to the provisions of Section 9 below, the person in whose name a Refunding Bond is registered on the Bond Register shall be regarded as the absolute Owner of that Refunding Bond for all purposes of this Resolution. Payment of or on account of the principal of and premium, if any, and interest on any Refunding Bond shall be made only to or upon the order of that person; neither the District nor the Paying Agent shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Refunding Bonds, including interest, to the extent of the amount or amounts so paid.

Any Refunding Bond may be exchanged for Refunding Bonds of like tenor, maturity and transfer amount upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Refunding Bond may be transferred on the Bond Register only upon presentation and surrender of the Refunding Bond at the designated office of the Paying Agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall complete, authenticate and deliver a new Refunding Bond or Refunding Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the transfer amount of the Refunding Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Paying Agent shall undertake the exchange or transfer of Refunding Bonds only after the new Refunding Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Refunding Bonds, the District shall sign and the Paying Agent shall authenticate and deliver Refunding Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Refunding Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Refunding Bonds surrendered upon that exchange or transfer.

Any Refunding Bond surrendered to the Paying Agent for payment, retirement, exchange, replacement or transfer shall be cancelled by the Paying Agent. The District may at any time deliver to the Paying Agent for cancellation any previously authenticated and delivered Refunding Bonds that the District may have acquired in any manner whatsoever, and those Refunding Bonds shall be promptly cancelled by the Paying Agent. Written reports of the surrender and cancellation of Refunding Bonds shall be made to the District by the Paying Agent as requested by the District. The cancelled Refunding Bonds shall be retained for three years, then returned to the District or destroyed by the Paying Agent as directed by the District.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Refunding Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Refunding Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Refunding Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Refunding Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Paying Agent as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Paying Agent for that purpose on or before the Record Date. The Owner in an aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that such Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date. The Principal, and redemption price, if any, payable on the Refunding Bonds shall be payable upon maturity or redemption upon surrender at the designated office of the Paying Agent. The interest, Principal and premiums, if any, on the Refunding Bonds shall be payable in lawful money of the United States of America. The Paying Agent is hereby authorized to pay the Refunding Bonds when duly presented for payment at maturity, and to cancel all Refunding Bonds upon payment thereof. The Refunding Bonds are general obligations of the District,

payable without limit as to rate or amount solely from the levy of *ad valorem* property taxes upon all property subject to taxation within the District.

SECTION 10. Form of Refunding Bonds. The Refunding Bonds shall be in substantially the following form, allowing those officials executing the Refunding Bonds to make the insertions and deletions necessary to conform the Refunding Bonds to this Resolution, the Purchase Contract and the Official Statement:

[REMAINDER OF PAGE LEFT BLANK]

(Form of Refunding Bond)

REGISTERED
NO.

REGISTERED
\$

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BONDS

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP
____ % per annum September 1, ____ _____, 2012 _____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Rancho Santiago Community College District (the "District") in Orange County (the "County"), California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on March 1 and September 1 of each year (the "Bond Payment Dates"), commencing September 1, 2012. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before August 15, 2012, in which event it shall bear interest from the Date of Delivery. Interest on this bond shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by Wells Fargo Bank, National Association, as Paying Agent. Principal is payable upon presentation and surrender of this bond at the designated office of the Paying Agent. Interest is payable by check mailed by the Paying Agent on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the bond register maintained by the Paying Agent at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Refunding Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Paying Agent that the Owner be paid interest by wire transfer to the bank and account number on file with the Paying Agent as of the Record Date.

This bond is one of an authorization of bonds issued by the District pursuant to California Government Code Section 53550 *et seq.* (the "Act") for the purpose of refunding certain of the District's Outstanding; (i) General Obligation Bonds, Election of 2002, Series 2003A and (ii) General Obligation Bonds, Election of 2002, Series B; and to pay all necessary legal, financial, and contingent costs in connection therewith. The bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on February 27, 2012 (the "Bond Resolution"). This bond and the issue of which this bond is one are general obligation bonds of the District payable as to both Principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.

The bonds of this issue comprise \$_____ principal amount of Current Interest Bonds, of which this bond is a part (a "Refunding Bond").

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the designated office of the Paying Agent by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute Owner of this bond for the purpose of receiving payment of or on account of Principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Refunding Bonds maturing on or before September 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Refunding Bonds maturing on or after September 1, 20__ are subject to redemption on or after September 1, 20__ or on any date thereafter at the option of the District as a whole or in part at a redemption price equal to the principal amount of the Refunding Bonds called for redemption, plus interest accrued thereon to the date fixed for redemption, without premium.

The Refunding Bonds maturing on September 1, 20__ are subject to mandatory sinking fund redemption from moneys in the Debt Service Fund on September 1 of each year on and after September 1, 20__, at a redemption price equal to the principal amount thereof, together with accrued interest to the date fixed for redemption, without premium. The principal amounts represented by such Refunding Bonds to be so redeemed and the dates therefore and the final payment date is as indicated in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	\$

The principal amount to be redeemed in each year shown above will be reduced proportionately or as otherwise directed by the District, in integral multiples of \$5,000, by any portion of the Refunding Bond optionally redeemed prior to the mandatory sinking fund redemption date.

If less than all of the Refunding Bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the Paying Agent in such manner as the Paying Agent in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the

particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Refunding Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay Principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the Rancho Santiago Community College District, Orange County, California, has caused this bond to be executed on behalf of the District and in their official capacities by the manual or facsimile signatures of the President of the Board of Trustees of the District, and to be countersigned by the manual or facsimile signature of the [Secretary/Clerk] of the Board of Trustees, all as of the date stated above.

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____ (Facsimile Signature)
President, Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
[Secretary/Clerk], Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the Refunding Bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2012.

WELLS FARGO BANK NATIONAL ASSOCIATION,
as Paying Agent

By: _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

By: _____ (Facsimile Signature)
[Secretary/Clerk] to/of Board of Trustees

(Form of Legal Opinion)

SECTION 11. Delivery of Refunding Bonds. The proper officials of the District shall cause the Refunding Bonds to be prepared and, following their sale, shall have the Refunding Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Refunding Bonds, to the Underwriter upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Refunding Bonds; Escrow Agreement. An amount of the proceeds from the sale of the Refunding Bonds necessary to purchase Federal Securities, or to otherwise refund the Refunded Bonds, shall be transferred to the Escrow Agent for deposit in the "Rancho Santiago Community College District 2012 General Obligation Refunding Bonds Escrow Fund" (the "Escrow Fund") established under the Escrow Agreement, which amount, if unvested, shall be sufficient, or if invested, together with an amount or amounts of cash held unvested therein, shall be sufficient to refund the Refunded Bonds all as set forth in a certificate of an Authorized Officer. Premium or proceeds received from the sale of the Refunding Bonds desired to pay all or a portion of the costs of issuing the Refunding Bonds may be deposited in the fund of the District held by a fiscal agent selected thereby and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying costs of issuance of the Refunding Bonds.

Any accrued interest received by the District from the sale of the Refunding Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Rancho Santiago Community College District, 2012 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund") for the Refunding Bonds and used only for payments of Principal of and interest on the Refunding Bonds. The Debt Service Fund shall be held by the County. A portion of the premium received by the District from the sale of the Refunding Bonds may be transferred to the Debt Service Fund or applied to the payment of cost of issuance of the Refunding Bonds, or some combination of deposits. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of the Principal of and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

The moneys in the Debt Service Fund, to the extent necessary to pay the Principal of and interest on the Refunding Bonds as the same become due and payable, shall be transferred by the Treasurer-Tax Collector of Orange County to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the Principal of and interest on the Refunding Bonds. DTC will thereupon make payments of Principal and interest on the Refunding Bonds to the DTC Participants who will thereupon make payments of Principal and interest to the beneficial owners of the Refunding Bonds. Any moneys remaining in the Debt Service Fund after the Refunding Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District.

Except as required below to satisfy the requirements of Section 148(f) of the Code, interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal and interest on the Refunding Bonds when due.

SECTION 13. Rebate Fund.

(a) **General.** If necessary, there shall be created and established a special fund designated the "Rancho Santiago Community College District 2012 General Obligation Refunding Bonds Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, as the same may be amended from time to time, and the Treasury Regulations promulgated thereunder (the "Rebate Regulations"). Such amounts shall be free

and clear of any lien hereunder and shall be governed by this Section and Section 14 of this Resolution and by the Tax Certificate concerning certain matters pertaining to the use and investment of proceeds of the Refunding Bonds, executed and delivered to the District on the date of issuance of the Refunding Bonds, including any and all exhibits attached thereto (the "Tax Certificate").

(b) Deposits.

(i) Within forty-five (45) days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate) (1) the District shall calculate or cause to be calculated with respect to the Refunding Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Rebate Regulations, using as the "computation date" for this purpose the end of such five Bond Years, and (2) the District shall deposit to the Rebate Fund from deposits from the District or from amounts available therefor on deposit in the other funds established hereunder, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the "rebate amount" so calculated.

(ii) The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section.

(iii) The District shall not be required to calculate the "rebate amount" and the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Refunding Bonds (including amounts treated as the proceeds of the Refunding Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148 (f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations or the small issuer exception of Section 148(f)(4)(D) of the Code, whichever is applicable, and otherwise qualify for the exception of the Rebate Requirement pursuant to whichever of said sections is applicable, or (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Withdrawal Following Payment of Refunding Bonds. Any funds remaining in the Rebate Fund after redemption of all the Refunding Bonds and any amounts described in paragraph (ii) of subsection (d) of this Section, including accrued interest, shall be transferred to the General Fund of the District.

(d) Withdrawal for Payment of Rebate. Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(i) not later than sixty (60) days after the end of (a) the fifth (5th) Bond Year, and (b) each fifth (5th) Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Rebate Regulations; and

(ii) not later than sixty (60) days after the payment of all Refunding Bonds, an amount equal to one hundred percent (100%) of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Rebate Regulations.

(e) **Rebate Payments.** Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by or on behalf of the District.

(f) **Deficiencies in the Rebate Fund.** In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(g) **Withdrawals of Excess Amount.** In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the "rebate amount" calculated in accordance with said subsection, upon written instructions from the District, the District may withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) **Record Retention.** The District shall retain records of all determinations made hereunder until three years after the retirement of the Refunding Bonds.

(i) **Survival of Defeasance.** Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Refunding Bonds.

SECTION 14. Security for the Refunding Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Refunding Bonds are Outstanding in an amount sufficient to pay the Principal of and interest on the Refunding Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District and used for the payment of the Principal of and interest on the Refunding Bonds when and as the same fall due, and for no other purpose. The District covenants to cause the County to take all actions necessary to levy such *ad valorem* tax in accordance with this Section 14 and Section 53559 of the Act.

SECTION 15. Arbitrage Covenant. The District will restrict the use of the proceeds of the Refunding Bonds in such manner and to such extent, if any, as may be necessary, so that the Refunding Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section.

SECTION 16. Legislative Determinations. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds. Furthermore, the Board finds and determines pursuant to Section 53552 of the Act that the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds without submitting the question of the issuance of the Refunding Bonds to a vote of the qualified electors of the District.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Refunding Bonds, substantially in the form on file with the Secretary to or Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Refunding Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Refunding Bonds and is directed to deliver copies of any final Official Statement to the purchasers of the Refunding Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Refunding Bonds, and to the extent that the Bond Insurer makes payment of the Principal and interest of the Refunding Bonds, it shall become the Owner of such Refunding Bonds with the right to payment of Principal and interest on the Refunding Bonds, and shall be fully subrogated to all of the Owners' rights, including the Owners' rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Paying Agent shall note the Bond Insurer's rights as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Refunding Bonds, and (ii) in the case of subrogation as to claims for past due Principal, the Paying Agent shall note the Bond Insurer as subrogee on the registration books for the Refunding Bonds maintained by the Paying Agent upon surrender of the Refunding Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the Outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

(a) **Cash:** by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all Principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date; or

(b) **Government Obligations:** by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds Outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Refunding Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated Outstanding Refunding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the Owners of such designated Refunding Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, "Government Obligations" shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or "prerefunded" municipal obligations rated in the highest rating category by Moody's Investors Service or Standard & Poor's. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

SECTION 20. Other Actions, Determinations and Approvals.

(a) Officers of the Board, District officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby finds and determines that both the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.

(c) The Board anticipates that the Refunded Bonds will be redeemed on or about September 1, 2013, with respect to the Series 2003A Bonds, and on or about September 1, 2015 with respect to the Series B Bonds, which are the first optional redemption dates of such Refunded Bonds, respectively, following the issuance of the Refunding Bonds.

(d) The Board hereby appoints Wells Fargo Bank, National Association, Escrow Agent for the Refunded Bonds and approves the form of the Escrow Agreement, dated as of March 1, 2012, by and between the District and the Escrow Agent on file with the Secretary to or Clerk of the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by either individual's execution and delivery thereof.

(e) The Board hereby appoints Kinsell, Newcomb & DeDios, Inc., RBC Capital Markets LLC and De La Rosa & Co. as the underwriters and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel and Disclosure Counsel with respect to the issuance of the Refunding Bonds.

(f) The provisions of this Resolution as they relate to the terms of the Refunding Bonds may be amended by the Purchase Contract; if the Purchase Contract so provides, the Refunding Bonds may be issued as crossover refunding bonds pursuant to Section 53558(b) of the Government Code.

SECTION 21. Resolution to Treasurer-Tax Collector. The Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector of Orange County immediately following its adoption.

SECTION 22. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Refunding Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Refunding Bonds.

SECTION 23. Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 24. Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 27th day of February, 2012, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

President, Board of Trustees
Rancho Santiago Community College District

Attest:

Clerk of the Board of Trustees
Rancho Santiago Community College District

SECRETARY'S CERTIFICATE

I, _____, Secretary to the Board of Trustees of the Rancho Santiago Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on February 27, 2012, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: _____, 2012

Secretary

\$ _____
**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2012 GENERAL OBLIGATION REFUNDING BONDS**

PURCHASE CONTRACT

March __, 2012

Board of Trustees
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, California 92706

Ladies and Gentlemen:

The undersigned, Kinsell, Newcomb & De Dios, Inc., as representative of itself, RBC Capital Markets LLC and De La Rosa & Co. (collectively, the "Underwriters"), offers to enter into this Purchase Contract (the "Purchase Contract") with the Rancho Santiago Community College District (the "District"), which, upon your acceptance hereof, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Contract by the District and delivery of such acceptance to us at or prior to 11:59 P.M., California Time, on the date hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Bond Resolution (defined below).

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriters hereby agree to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of \$_____ aggregate principal amount of the District's 2012 General Obligation Refunding Bonds (the "Bonds" or "Refunding Bonds"). The Bonds shall bear interest at the rates, shall mature in the years and shall be subject to redemption as shown on Appendix A hereto, which is incorporated herein by this reference. The Bonds shall be dated the date of delivery thereof and shall be payable as to interest on each March 1 and September 1, commencing September 1, 2012. The Underwriters shall purchase the Bonds at a price of \$_____ (consisting of the principal amount of the Bonds of \$_____, plus original issue premium of \$_____, and less Underwriters' discount of \$_____.)

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Contract is an arm's-length commercial transaction between the District and the Underwriters, (ii) in connection therewith and with the discussion, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are acting solely as principals and not as agents or a fiduciaries of or a financial advisor to the District, (iii) the Underwriters has not assumed (individually or collectively) an advisory or fiduciary responsibility in favor of the District with respect to (x) the offering of the Bonds or the process leading thereto (whether or not

the Underwriter has advised or is currently advising the District on other matters) or (y) any other obligation to the District except the obligations expressly set forth in this Purchase Contract and (iv) the District has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The net proceeds of the Bonds will be used to (i) advance refund portions of the District's outstanding Election of General Obligation Bonds, Election of 2002, Series 2003A and Series B (together, the "Refunded Bonds"), pursuant to an Escrow Agreement dated as of March 1, 2012 (the "Escrow Agreement"), by and between the District and Wells Fargo Bank National Association, as escrow bank (the "Escrow Agent"). The net proceeds of the Bonds will be deposited into an escrow fund and applied to pay when due the principal of and interest on the Refunded Bonds and to pay the redemption prices thereof on their first available redemption date.

2. The Bonds. The Bonds shall be dated the date of their delivery. The Bonds shall mature as shown on Exhibit A hereto and shall otherwise be as described in the Official Statement (defined below), and shall be issued and secured pursuant to the provisions of the Resolution of the District adopted on February 27, 2012 (the "Bond Resolution"), and Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Act").

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Contract and the Bond Resolution. The Bonds shall be in book-entry form, bear CUSIP numbers; shall be in fully registered book-entry form, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"); and shall initially be in authorized denominations of Five Thousand Dollars (\$5,000) principal amount, or any integral multiple thereof.

3. Use of Documents. The District hereby authorizes the Underwriters to use, in connection with the offer and sale of the Bonds, this Purchase Contract, the Escrow Agreement, and an Official Statement (defined below), the Bond Resolution and all information contained herein and therein and all of the documents, certificates or statements furnished by the District to the Underwriters in connection with the transactions contemplated by this Purchase Contract.

4. Public Offering of the Bonds. The Underwriters agree to make a bona fide public offering of all the Bonds at the initial public offering prices or yields to be set forth on the cover page of the Official Statement and Exhibit A hereto. Subsequent to such initial public offering, the Underwriters reserve the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

5. Review of Official Statement. The Underwriters hereby represent that they have received and reviewed the Preliminary Official Statement with respect to the Bonds, dated March __, 2012 (the "Preliminary Official Statement"), which has been duly authorized and prepared by the District for use by the Underwriters in connection with the sale of the Bonds. The District represents that it deemed the Preliminary Official Statement to be final as of its date, except for either revision or addition of the offering price(s), interest rate(s), yield(s) to maturity, selling compensation, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended (the "Rule").

The Underwriters agree that prior to the time the final Official Statement (the "Official Statement") relating to the Bonds is available, the Underwriters will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail or electronic distribution (or other equally prompt means) not later than the first business day following the date upon which each such request is received.

6. **Closing.** At 8:00 A.M., California Time, on March __, 2012, or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriters (the "Closing"), the District will deliver to the Underwriters, at the offices of The Depository Trust Company ("DTC") in New York, New York, or at such other place as the parties hereto may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel"), in San Francisco, California, the other documents hereinafter mentioned; and the Underwriters will accept such delivery and pay the purchase price set forth in Section 1 in immediately available funds by check, draft or wire transfer to the account or accounts designated by the District and held by Wells Fargo Bank National Association, as Escrow Agent.

7. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriters that:

(a) **Due Organization.** The District is a community college district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Act.

(b) **Due Authorization.** (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to refund the Refunded Bonds, to enter into this Purchase Contract, the Escrow Agreement, and Continuing Disclosure Certificate (as defined herein), to adopt the Bond Resolution, to perform its obligations under each such document or instrument, to approve the Official Statement and to carry out and effectuate the transactions contemplated by this Purchase Contract, the Escrow Agreement and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Escrow Agreement, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Contract and the Continuing Disclosure Certificate constitute valid and legally binding obligation of the District, except as may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws and to the principles of equity relating to or affecting the enforcement of creditors' rights; and; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Contract.

(c) **Consents.** No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any person, organization, court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Contract and the Continuing Disclosure Certificate, the adoption of the Bond Resolution, or the consummation

of the other transactions effected or contemplated herein or hereby, except for such actions as may be necessary to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions of the United States as the Underwriter may reasonably request, or which have not been taken or obtained; provided, however, that the District shall not be required to subject itself to service of process in any jurisdiction in which it is not so subject as of the date hereof.

(d) Internal Revenue Code. The District has complied with the requirements of the Internal Revenue Code of 1986 (the "Code"), as amended, with respect to the Bonds.

(e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate, the Bond Resolution and the Bonds, and the compliance with the provisions hereof do not conflict with or constitute on the part of the District a violation of or default under, the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.

(f) Litigation. As of the time of acceptance hereof, no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices of the District or of the titles of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the collection of *ad valorem* property taxes contemplated by the Bond Resolution and the application thereof to pay the principal of and interest on the Bonds, or, or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Contract, the Escrow Agreement or the Bond Resolution or contesting the powers of the District or its authority with respect to the Bonds, the Bond Resolution or this Purchase Contract; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Contract, the Escrow Agreement or the Bond Resolution, (b) declare this Purchase Contract to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest on the Bonds from California personal income taxation.

(g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, neither the District, nor any person on behalf of the District, will have issued in the name and on behalf of the District any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.

(h) Certificates. Any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.

(i) Continuing Disclosure. In accordance with the requirements of the Rule, at or prior to the Closing, the District shall have duly authorized, executed and delivered a Continuing Disclosure Certificate with respect to the Bonds (the "Continuing Disclosure Certificate") on behalf of each obligated person for which financial and/or operating data is presented in the Official Statement. The Continuing Disclosure Certificate shall comply with the provisions of the Rule and be substantially in the form attached to the Official Statement in Appendix C. As of the Closing, the District shall not be in default with respect to any continuing disclosure undertakings it may have incurred prior to the date hereof in connection with the delivery or issuance of any debt instruments, bonds, notes, certificates of participation or other municipal obligations.

(j) Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of the date hereof and on the Closing Date, the Final Official Statement (including any supplement thereto) did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the Final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein.

(k) Levy of Tax. The District hereby agrees to take any and all actions as may be required by the County of Orange or otherwise necessary in order to arrange for the levy and collection of taxes, payment of the Bonds, and the deposit and investment of Bond proceeds. In particular, the District hereby agrees to provide to the Auditor-Controller of the County of Orange a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Section 15140(c) and policies and procedures of the County of Orange.

8. **Covenants of the District.** The District covenants and agrees with the Underwriters that:

(a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with the Underwriters if and as the Underwriters may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations or such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which it is not so subject as of the date hereof;

(b) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution;

(c) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Contract is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been

accepted by the Underwriters and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being herein called the "Official Statement") in such quantities as may be requested by the Underwriter not later than five (5) business days following the date this Purchase Contract is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of the Rule and with the rules of the Municipal Securities Rulemaking Board. The District hereby authorizes the Underwriters to use and distribute the Official Statement in connection with the offering and sale of the Bonds;

(d) Subsequent Events. The District hereby agrees to notify the Underwriter of any event or occurrence that may affect the accuracy or completeness of any information set forth in the Official Statement relating to the District, until the date which is ninety (90) days following the Closing, or until such time (if earlier) as the Underwriter shall no longer hold any of the Bonds for sale;

(e) References. References herein to the Preliminary Official Statement and the final Official Statement include the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto; and

(f) Amendments to Official Statement. During the period ending on the 25th day after the End of the Underwriting Period (or such other period as may be agreed to by the District and the Underwriter), the District (i) shall not supplement or amend the Official Statement or cause the Official Statement to be supplemented or amended without the prior written consent of the Underwriters and (ii) shall notify the Underwriters promptly if any event shall occur, or information comes to the attention of the District, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. If, in the opinion of the Underwriters, such event requires the preparation and distribution of a supplement or amendment to the Official Statement, the District shall prepare and furnish to the Underwriters, at the District's expense, such number of copies of the supplement or amendment to the Official Statement, in form and substance mutually agreed upon by the District and the Underwriter, as the Underwriters may reasonably request. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

(1) For purposes of this Agreement, the "End of the Underwriting Period" is used as defined in the Rule and shall occur on the later of (A) the date of Closing or (B) when the Underwriters no longer retains an unsold balance of the Bonds; unless otherwise advised in writing by the Underwriters on or prior to the Closing Date, or otherwise agreed to by the District and the Underwriter, the District may assume that the End of the Underwriting Period is the Closing Date.

9. Representations, Warranties and Agreements of the Underwriters. The Underwriters represent to and agree with the District that, as of the date hereof and as of the Closing Date:

(a) The Underwriters are duly authorized to execute this Purchase Contract and to take any action under this Purchase Contract required to be taken by it.

(b) The Underwriters are in compliance with MSRB Rule G-37 with respect to the District, and is not prohibited thereby from acting as the underwriter with respect to securities of the District.

(c) The Underwriters have, and have had, no financial advisory relationship, as that term is defined in the California Government Code Section 53590(c) or MSRB Rule G-32 with the District with respect to the Bonds, and no investment firm controlling, controlled by or under common control with the Underwriters have or has had any such financial advisory relationship.

(d) The Underwriters have reasonably determined that the District's undertaking to provide continuing disclosure with respect to the Bonds pursuant to Section 10(e)(11) hereof is sufficient to effect compliance with Rule 15c2-12

10. Conditions to Closing. The Underwriters have entered into this Purchase Contract in reliance upon the representations and warranties of the District contained herein and the performance by the District of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriters' obligations under this Purchase Contract are and shall be subject at the option of the Underwriters, to the following further conditions at the Closing:

(a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriters at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Contract;

(b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Contract, the Escrow Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter; (ii) all actions under the Act which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of their obligations required under or specified in the Bond Resolution, this Purchase Contract, the Escrow Agreement, Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;

(c) Adverse Rulings. To the best knowledge of the District, no decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Contract (and not reversed on appeal or otherwise set aside), or shall be pending or threatened which has any of the effects described in Section 7(f) hereof or contesting in any way the completeness or accuracy of the Preliminary Official Statement and Official Statement;

(d) **Marketability.** Between the date hereof and the Closing, the market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering prices of the Bonds set forth in the Official Statement, shall not have been materially adversely affected in the judgment of the Underwriters (evidenced by a written notice to the District terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds) by reason of any of the following:

(1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:

(i) by or on behalf of the United States Treasury Department, or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or

(ii) by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended;

(2) legislation enacted by the legislature of the State of California (the "State) or a decision rendered by a Court of the State, or a ruling, order, or regulation (final or temporary) made by State authority, which would have the effect of changing, directly or indirectly, the State tax consequences of interest on obligations of the general character of the Bonds in the hands of the holders thereof;

(3) the formal declaration of war by Congress or a new major engagement in or escalation of military hostilities by order of the President of the United States, or the occurrence of any other declared national emergency that interrupts or causes discord to the operation of the financial markets in the United States for a period of more than 30 days.

(4) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange for a period of more than 30 days;

(5) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions, including but not limited to those related to trading, settlement, collateral, or margin requirements, not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force, including those relating to the extension of credit by or to, or the charge to the net capital requirements of, the Underwriters;

(6) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction over the subject matter thereof, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;

(7) the withdrawal, downgrading, or change in credit watch status of any rating of the District's outstanding indebtedness by a national rating agency; or

(8) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriters, makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(e) Delivery of Documents. At or prior to the date of the Closing, the Underwriters shall receive copies of the following documents satisfactory in form and substance thereto:

(1) Bond Opinion. (A) An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District in substantially the form set forth in the Preliminary Official Statement as Appendix A; and (B) A reliance letter from Bond Counsel to the effect that the Underwriters can rely upon the opinions described in (e)(1)(A) above;

(2) Defeasance Opinion. A defeasance opinion of Bond Counsel, addressed to the District and the Underwriters, with respect to the effective defeasance of the Refunded Bonds, and including therein an opinion that the Escrow Agreement has been duly authorized and delivered by the District and, assuming due authorization, execution and delivery by the Escrow Agent, is a valid and binding agreement of the District;

(3) Supplemental Opinion of Bond Counsel. A supplemental opinion of Bond Counsel addressed to the District and the Underwriters dated as of the Closing Date, substantially to the following effect:

(i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS," and "TAX MATTERS," to the extent they purport to summarize certain provisions of the Bond Resolution and the Continuing Disclosure Certificate and the opinion of Bond Counsel as to the treatment of interest on the Bonds under California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data, information

concerning the DTC or its book-entry only system, or information contained in Appendices A and D thereto;

(ii) assuming due authorization, execution and delivery by all the parties thereto, this Purchase Contract has been duly authorized, executed and delivered by the respective parties thereto and constitutes a legal, valid and binding agreement of the District enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as such enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought and by the limitations on legal remedies against public agencies in the State of California; and

(iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and

(4) Disclosure Counsel Opinion. The opinion of Stradling Yocca Carlson & Rauth, dated the Closing Date and addressed to the District, substantially to the effect that based on such counsel's participation in conferences with representatives of the Underwriters, the District and others, during which conferences the contents of the Official Statement and related matters were discussed, and in reliance thereon and on the records, documents, certificates and opinions described therein, such counsel advises the District, that during the course of its engagement as Disclosure Counsel no information came to the attention of such counsel's attorneys rendering legal services in connection with such representation which caused such counsel to believe that the Official Statement as of its date (except for any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, Appendices A and D thereto, or DTC or its book-entry only system included therein, as to which such counsel need express no opinion or view) contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(5) Certificates. A certificate signed by appropriate officials of the District to the effect that (i) such officials are authorized to execute this Purchase Contract, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution, the Escrow Agreement and this Purchase Contract to be complied with by the District prior to or concurrently with the Closing, and, as to the District, such documents are in full force and effect, (iv) such District officials have reviewed the Official Statement and on such basis certify that the Official Statement (excluding therefrom information regarding DTC and its book-entry only system) does not contain any untrue statement of a material fact required to be stated therein or omit to state a material fact necessary to make the statements therein, in light of the circumstances in which they were made, not

misleading, and (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Contract substantially conform to the descriptions thereof contained in the Bond Resolution, and (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading;

(6) Arbitrage. A nonarbitrage certificate of the District in form satisfactory to Bond Counsel;

(7) Rating. Evidence satisfactory to the Underwriter that (i) the Bonds shall have been rated "AA" by Standard & Poor's Ratings Service, a Standard & Poor's Financial Services LLC business ("S&P") and "Aa2" by Moody's Investors Service ("Moody's") (or such other equivalent ratings as such rating agencies may give), and (ii) that any such ratings have not been revoked or downgraded;

(8) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Secretary to or Clerk of the District Board of Trustees to the effect that:

(i) such copies are true and correct copies of the Bond Resolution; and

(ii) that the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing.

(9) Official Statement. A certificate of the appropriate official of the District evidencing his or her determinations respecting the Preliminary Official Statement in accordance with the Rule;

(10) Verification Report. A report and opinion of Grant Thornton LLP. with respect to the sufficiency of the Federal Securities, together with the interest and earning thereon and any cash held uninvested, held under the Escrow Agreement to refund the Refunded Bonds as provided in the Escrow Agreement;

(11) Continuing Disclosure Certificate. An executed copy of the Continuing Disclosure Certificate, substantially in the form presented in the Official Statement as Appendix C thereto;

(12) Certificate of the Paying Agent. A certificate of the Paying Agent, signed by a duly authorized officer thereof, and in form and substance satisfactory to the Underwriters, substantially to the effect that, to the best of such officer's knowledge, no litigation is pending or threatened (either in state or federal courts) (i) seeking to restrain or enjoin the delivery by the Paying Agent of any of the Bonds, or (ii) in any way contesting or affecting any authority of the Paying Agent for the delivery of the Bonds or the validity or enforceability of the Bonds or any agreement with the Paying Agent;

(13) Certificate of the Escrow Agent. A certificate of the Escrow Agent, dated the date of closing, signed by a duly authorized officer of the Escrow Agent, and in form and substance satisfactory to the Underwriters, to the effect that (i) the Escrow Agent has all necessary power and authority to enter into and perform its duties under the Escrow Agreement; (ii) the Escrow Agent has duly authorized, executed and delivered the Escrow Agreement, and, assuming due authorization, execution and delivery by the District, the Escrow Agreement constitutes the valid and binding agreement of the Escrow Agent enforceable against the Escrow Agent in accordance with its terms, except as enforceability may be subject to bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights and to the application of equitable principles; (iii) the execution and delivery of the Escrow Agreement and compliance with the provisions thereof have been duly authorized by all necessary corporate action on the part of the Escrow Agent and, to the best knowledge of the Escrow Agent, will not conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, charter, bylaws or any agreement to which the Escrow Agent is subject or by which it is bound; and (iv) no litigation is pending or, to the best knowledge of the Escrow Agent, threatened (either in state or federal courts) against the Escrow Agent in any way contesting or affecting the validity or enforceability of the Bonds or the Escrow Agreement;

(14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriters may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained and of the Official Statement, and (iii) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

(f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter as provided in Section 6 herein, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect except with respect to the obligations of the District and the Underwriter under Section 14 hereof.

If the District is unable to satisfy the conditions to the Underwriters' obligations contained in this Purchase Contract or if the Underwriters' obligations shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract may be cancelled by the Underwriters at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given to the District in writing, or if by telephone, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Underwriter in writing at its sole discretion.

11. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriters of its obligations hereunder; and (ii) receipt by the District and the Underwriters of opinions and certificates being delivered at the Closing by persons and entities other than the District.

12. **Expenses.** . From amounts deposited with the Paying Agent, the following expenses incident to the issuance of the Bonds shall be paid from proceeds of the Bonds, up to \$ _____ (i) the cost of the preparation and reproduction of the Bond Resolution; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for bond ratings; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent; (vii) the initial fees of the Escrow Agent; (viii) the fees of the Verification Agent; (ix) expenses for travel, lodging, and subsistence related to rating agency visits and other meetings connected to the authorization, sale, issuance and distribution of the Bonds; and (x) all other fees and expenses incident to the issuance and sale of the Bonds. In the event that following payment of the expenses set forth above, there is any portion remaining, such remaining amount shall be deposited into the debt service fund for the Bonds.

(b) Notwithstanding any of the foregoing, the Underwriters shall pay all out-of-pocket expenses of the Underwriters, including the California Debt and Investment Advisory Commission fee and other expenses (except those expressly provided above) without limitation, except travel and related expenses in connection with the bond ratings.

(c) Notwithstanding Section 10(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriters for any costs described in Subsection 12(a)(x) above that are attributable to District personnel.

13. **Notices.** Any notice or other communication to be given under this Purchase Contract (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706, Attention: Vice Chancellor for Business Operations and Fiscal Services; or if to the Representative, Kinsell, Newcomb & De Dios, Inc., 2776 Gateway Road, Carlsbad, California 92009, Attention: Trennis Wright.

14. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Contract when accepted by the District in writing as heretofore specified shall constitute the entire agreement between the District and the Representative. This Purchase Contract is made solely for the benefit of the District and the Underwriters (including the successors or assigns of the Underwriters). No person shall acquire or have any rights hereunder or by virtue hereof. All your representations, warranties, agreements and covenants of the District in this Purchase Contract shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriters for the Bonds hereunder, and (c) any termination of this Purchase Contract.

15. **Execution in Counterparts.** This Purchase Contract may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

16. **Applicable Law.** This Purchase Contract shall be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts made and performed in such State.

Very truly yours,

KINSELL, NEWCOMB & DE DIOS, INC.

By: _____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By: _____
Vice Chancellor for Business Operations and Fiscal
Services

APPENDIX A

\$ _____
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(ORANGE COUNTY, CALIFORNIA)
2012 General Obligation Refunding Bonds

	\$ _____	Serial Bonds	
Maturity (September 1)	Principal Amount	Interest Rate	Yield

Redemption Provisions

**ESCROW AGREEMENT
RELATING TO THE DEFEASANCE OF A PORTION OF**

\$96,125,000 RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (Orange County, California) General Obligation Bonds, Election of 2002, Series 2003A	\$119,999,867.25 RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (Orange County, California) General Obligation Bonds, Election of 2002, Series B
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THIS ESCROW AGREEMENT, dated as of March 1, 2012, by and between the Rancho Santiago Community College District (the "District"), and Wells Fargo Bank, National Association, acting in its capacity as escrow agent (the "Escrow Agent") pursuant to this Escrow Agreement (the "Agreement");

WITNESSETH:

WHEREAS, on March 31, 2003 Orange County (the "County") previously issued on behalf of the District, \$96,125,000 original principal amount of Rancho Santiago Community College District (Orange County, California) General Obligation Bonds, Election of 2002, Series 2003A (the "Series A Bonds"); and

WHEREAS, on March 10, 2005 the County issued on behalf of the District an aggregate principal amount of \$119,999,867.25 original principal amount of Rancho Santiago Community College District (Orange County, California) General Obligation Bonds, Election of 2002, Series B (the "Series B Bonds" and together with Series A Bonds, the "Prior Bonds"); and

WHEREAS, the District did, pursuant to a resolution adopted by the Board of Trustees of the District on February 27, 2012 (the "Resolution"), determine that it is in the District's best interest to issue its 2012 General Obligation Refunding Bonds, (the "Bonds" or "Refunding Bonds") to provide proceeds to refund a portion of the Prior Bonds; and

WHEREAS, in order to accomplish such refinancing it is necessary and desirable for the District to secure payment of debt service on the Prior Bonds to be refunded to redeem and retire such bonds; and

WHEREAS, the District will provide funds necessary to redeem the Series A Bonds maturing on September 1, ____, September 1, ____ and September 1, ____ (the "Refunded Series A Bonds") on September 1, ____ and to redeem the Series B Bonds maturing on September 1, ____, September 1, ____ and September 1, ____ (the "Refunded Series B Bonds", together with the Refunded Series A Bonds, the "Refunded Bonds") and to secure payment of the debt service on such Refunded Bonds on and before such date, through the issuance and sale of the Bonds, such issuance and sale having been authorized pursuant to the Resolution; and

WHEREAS, the District has determined that it is in its best interests and desirable for the Bonds to be issued and for a portion of the proceeds of the Bonds to be applied to the advance refunding of the Refunded Bonds in accordance with the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the District and the Escrow Agent agree as follows:

SECTION 1. Deposit of Moneys.

(a) As used herein, the term "Investment Securities" means the Investment Securities set forth in Schedule A hereto which constitute direct noncallable nonprepayable obligations issued by the United States Treasury. The District hereby deposits with the Escrow Agent \$ _____, which represents \$ _____ net proceeds of the Bonds to be held in irrevocable escrow by the Escrow Agent separate and apart from other funds of the District and the Escrow Agent in a fund hereby created and established and to be known as the "Escrow Fund" to be applied solely as provided in this Agreement. Such moneys are at least equal to an amount sufficient to purchase the principal amount of Investment Securities set forth in Schedule A hereto.

(b) The Escrow Agent hereby acknowledges receipt of the written opinion of Grant Thornton LLP, certified public accountants, dated _____, 2012, relating to the sufficiency of the Investment Securities and cash deposited pursuant hereto to defease the Refunded Bonds (the "Verification Report"), and the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, dated _____, 2012, and relating to this Agreement.

SECTION 2. Use and Investment of Moneys. The Escrow Agent acknowledges receipt of the moneys described in Section 1 and agrees:

(a) immediately to invest \$ _____ of the moneys described in Section 1(a) hereof in the Investment Securities set forth in Schedule A hereto and to deposit such Investment Securities in the Escrow Fund and to hold \$ _____ uninvested as cash; and

(b) to make the payments required under Section 3(a) hereof at the times set forth in Section 3(a) hereof.

SECTION 3. Payment of Refunded Bonds.

(a) Payment. As the principal of the Investment Securities set forth in Schedule A hereof and the investment income and earnings thereon are paid, the Escrow Agent shall transfer from the Escrow Fund to the paying agent for the Refunded Bonds (the "Paying Agent") amounts sufficient:

(i) to pay the interest on the Refunded Series 2003A Bonds due on and prior to September 1, 2013, to redeem on September 1, 2013 the outstanding principal of the Refunded Series 2003A Bonds, without premium; and

(ii) to pay the interest on the Refunded Series B Bonds due on and prior to September 1, _____, and to redeem on September 1, _____ the outstanding principal of the Refunded Series B Bonds at a redemption price equal to _____% of outstanding principal amount; and

Such transfers shall constitute the respective payments of the principal of and interest on the Refunded Bonds and redemption price due from the District.

(b) Unclaimed Moneys. Any moneys which remain unclaimed for two years after the date such moneys have become due and payable hereunder shall be repaid by the Escrow Agent to the District and deposited by the District in the Debt Service Fund relating to the Bonds. Any moneys remaining in the Escrow Fund established hereunder after September 1, _____ (aside from unclaimed monies of the Refunded Bonds) which are in excess of the amount needed to pay owners of the Refunded Bonds payments of principal and interest and redemption premium, if any,

with respect to the Refunded Bonds or to pay any amounts owed to the Escrow Agent shall be immediately transferred by the Escrow Agent to the District and deposited by the District in the Debt Service Fund relating to the Bonds.

(c) Priority of Payments. The holders of each series of the Refunded Bonds shall have a first lien on the moneys and Investment Securities in the Escrow Fund which are allowable and sufficient to pay the corresponding series of Refunded Bonds until such moneys and Investment Securities are used and applied as provided in this Agreement, as verified by the Verification Report. Any cash or securities held in the Escrow Fund are irrevocably pledged only to the holders of the Refunded Bonds.

(d) Termination of Obligation. Upon deposit of the moneys set forth in Section 1 hereof with the Escrow Agent pursuant to the provisions of Section 1 hereof and the simultaneous purchase of the Investment Securities as provided in Section 2 hereof, all obligations of the District with respect to the Refunded Bonds shall cease and terminate, except only the obligation to make payments therefor from the moneys provided for hereunder.

SECTION 4. Performance of Duties. The Escrow Agent agrees to perform the duties set forth herein.

SECTION 5. Reinvestment. Upon written direction of the District, the Escrow Agent may reinvest any uninvested amounts held as cash under this Agreement in noncallable nonprepayable obligations which are direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America provided (i) the amounts of and dates on which the anticipated transfers from the Escrow Fund to the Paying Agent for the payment of the principal of, redemption price of, and interest on the Refunded Bonds will not be diminished or postponed thereby, (ii) the Escrow Agent shall receive the unqualified opinion of nationally recognized municipal bond counsel to the effect that such reinvestment will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or the Refunded Bonds, (iii) the Escrow Agent shall receive from a firm of independent certified public accountants a certification that, immediately after such reinvestment, the principal of and interest on obligations in the Escrow Fund will, together with other cash on deposit in the Escrow Fund available for such purposes, be sufficient without reinvestment to pay, when due, the principal or redemption price of and interest on the Refunded Bonds; and (iv) the Escrow Agent shall receive an opinion of nationally recognized bond counsel that such reinvestment is permissible under this Agreement.

SECTION 6. Indemnity. The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of its Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds and securities deposited therein, the purchase of the Investment Securities, the retention of the Investment Securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Agent in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligent or willful misconduct of the Escrow Agent's respective successors, assigns, agents and employees or the breach by the Escrow Agent of the terms of this Agreement. In no event shall

the District or the Escrow Agent be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement.

SECTION 7. Responsibilities of the Escrow Agent. The Escrow Agent and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities, the retention of the Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities to accomplish the refunding and defeasance of the Refunded Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statements of the District and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the Investment Securities to accomplish the refunding and defeasance of the Refunded Bonds or to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Agent shall incur no liability with respect thereto. The Escrow Agent shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement. The Escrow Agent may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District.

SECTION 8. Substitution of Investment Securities. At the written request of the District and upon compliance with the conditions hereinafter set forth, the Escrow Agent shall have the power to sell, transfer, request the redemption or otherwise dispose of some or all of the Investment Securities in the Escrow Fund and to substitute noncallable nonprepayable obligations (the "Substitute Investment Securities") constituting direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America. The foregoing may be effected only if: (i) the substitution of Substitute Investment Securities for the Investment Securities (or Substitute Investment Securities) occurs simultaneously; (ii) the amounts of and dates on which the anticipated transfers from the Escrow Fund to the Paying Agent for the payment of the principal of and/or redemption price of and/or interest on the Refunded Bonds will not be diminished or postponed thereby; (iii) the Escrow Agent shall receive the unqualified opinion of nationally recognized municipal bond counsel to the effect that such disposition and substitution would not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Refunded Bonds or the Bonds, and that the conditions of this Section 8 as to the disposition and substitution have been satisfied and that the substitution is permitted by this Agreement; and (iv) the Escrow Agent shall receive from a firm of independent certified public accountants a certification that, immediately after such transaction, the principal of and interest on the Substitute Investment Securities in the Escrow Fund will, together with other cash on deposit in the Escrow Fund available for such purpose, be sufficient without reinvestment to pay, when due, the principal or redemption price of and interest on the Refunded Bonds. Any cash from the sale of Investment Securities (including U.S. Treasury Securities) received from the disposition and substitution of Substitute Investment Securities pursuant to this Section 8 to the extent such cash will not be required, in accordance with this Agreement, and as demonstrated in the certification described in (iv) above, at any time for the payment when due of the principal or redemption price of or interest on the Refunded Bonds shall be paid to the District as received by the Escrow Agent free and clear of any trust, lien, pledge or assignment securing

such Bonds or otherwise existing under this Agreement. Any other substitution of securities in the Escrow Fund not described in the previous sentence must satisfy the requirements of this Section 8. In no event shall the Escrow Agent invest or reinvest moneys held under this Agreement in mutual funds or unit investment trusts.

SECTION 9. Irrevocable Instructions as to Notice. The Escrow Agent hereby acknowledges that upon the funding of the Escrow Fund as provided in this Agreement, the receipt of the opinions described in Section 1(b) of this Agreement and the giving of irrevocable instructions to provide notice as provided in the Irrevocable Instructions and Request to Paying Agent and Escrow Agent attached hereto as Schedule B (constituting all of the conditions precedent to the defeasance of the Refunded Bonds), the Refunded Bonds shall be paid in accordance with the terms of each series of Refunded Bonds and all obligations of the District with respect to each series of the Refunded Bonds shall cease and terminate.

SECTION 10. Amendments. This Agreement is made for the benefit of the District and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Escrow Agent and the District; provided, however, but only after the receipt by the Escrow Agent of an opinion of nationally recognized bond counsel that the exclusion from gross income of interest on the Bonds and the Refunded Bonds will not be adversely affected for federal income tax purposes, that the District and the Escrow Agent may, without the consent of, or notice to, such holders, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and (iii) to include under this Agreement additional funds, securities or properties. The Escrow Agent shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section 10, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 10. In the event of any conflict with respect to the provisions of this Agreement, this Agreement shall prevail and be binding.

SECTION 11. Term. This Agreement shall commence upon its execution and delivery and shall terminate on the later to occur of either (i) the date upon which the Refunded Bonds have been paid in accordance with this Agreement or (ii) the date upon which no unclaimed moneys remain on deposit with the Escrow Agent pursuant to Section 3(b) of this Agreement.

SECTION 12. Compensation. The Escrow Agent shall receive its reasonable fees and expenses as previously agreed to; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien nor will it assert a lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement.

SECTION 13. Resignation or Removal of Escrow Agent.

(a) The Escrow Agent may resign by giving notice in writing to the District, a copy of which shall be sent to DTC. The Escrow Agent may be removed (1) by (i) filing with the District an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid, (ii) sending notice at least 60 days prior to the effective date of said removal to DTC, and (iii) the delivery of a copy of the instruments filed with the District to the Escrow Agent or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the District or the holders of 5% in aggregate principal amount of the Refunded Bonds then remaining unpaid.

(b) If the position of Escrow Agent becomes vacant due to resignation or removal of the Escrow Agent or any other reason, a successor Escrow Agent may be appointed by the District. The holders of a majority in principal amount of the Refunded Bonds then remaining unpaid may, by an instrument or instruments filed with the District, appoint a successor Escrow Agent who shall supersede any Escrow Agent theretofore appointed by the District. If no successor Escrow Agent is appointed by the District or the holders of such Refunded Bonds then remaining unpaid, within 45 days after any such resignation or removal, the holder of any such Refunded Certificate or any retiring Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor Escrow Agent. The responsibilities of the Escrow Agent under this Escrow Agreement will not be discharged until a new Escrow Agent is appointed and until the cash and investments held under this Escrow Agreement are transferred to the new Escrow Agent.

SECTION 14. Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the District or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 15. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 16. Governing Law. This Agreement shall be construed under the laws of the State of California.

SECTION 17. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the city in which is located the principal office of the Escrow Agent are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

SECTION 18. Assignment. This Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the District.

SECTION 19. Standard & Poor's. The District agrees to provide Standard & Poor's Ratings Service, a Standard & Poor's Financial Services LLC business (S&P), 55 Water Street, New York, New York 10041, and Moody's Investors Service, 99 Church Street, New York, New York, 10007, prior notice of each amendment entered into pursuant to Section 10 hereof and a copy of such proposed amendment, and to forward a copy (as soon as possible) of (i) each amendment hereto entered into pursuant to Section 10 hereof, and (ii) any action relating to severability or contemplated by Section 14 hereof.

SECTION 20. Reorganization of Escrow Agent. Notwithstanding anything to the contrary contained in this Agreement, any company into which the Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Escrow Agent is a party, or any company to which the Escrow Agent may sell or transfer all or substantially all of its corporate trust business shall be the successor to the Escrow Agent without execution or filing of any paper or any paper or further act, if such company is eligible to serve as Escrow Agent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

**By: _____
Vice Chancellor for Business Operations
and Fiscal Services**

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent**

**By: _____
Authorized Officer**

SCHEDULE A

“Investment Securities” are defined to be, and shall be, the United States Treasury Time Deposit Securities, State and Local Government Series securities listed on Exhibit B of the Verification Report.

SCHEDULE B

**IRREVOCABLE INSTRUCTIONS AND REQUEST TO
ESCROW AGENT**

_____, 2012

Wells Fargo Bank, National Association
707 Wilshire Boulevard, 17th Floor
Los Angeles, California 90017

\$96,125,000
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series 2003A

Ladies and Gentlemen:

As Escrow Agent and Paying Agent with respect to the Refunded Bonds as defined in that certain Escrow Agreement, dated as of March 1, 2012, between the Rancho Santiago Community College District and Wells Fargo Bank, National Association (the "Escrow Agreement"), you are hereby notified of the irrevocable election of the Rancho Santiago Community College District (the "District") to pay the interest on the Refunded Bonds due on and prior to September 1, 2013, and to redeem on September 1, 2013 the outstanding principal of the Refunded Bonds at a redemption price of 100% of the principal amount thereof to be so redeemed.

You are hereby irrevocably instructed to give, (i) as provided in the Resolution of the Board of Supervisors of the County dated February 11, 2003, notice of redemption of such principal amounts of said Refunded Bonds as are scheduled to be redeemed prior to maturity to the extent such Refunded Bonds have not been otherwise redeemed or purchased by the Escrow Agent prior to such date. Such notices shall be in the forms annexed hereto as Exhibit X.

You are also hereby irrevocably instructed to file notices of defeasance of the Refunded Bonds with the with the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>.

You are hereby further irrevocably instructed to provide, as soon as practicable, notices to the holders of each series of Refunded Bonds (in the forms annexed hereto as Exhibit Y) that the deposit of investment securities and moneys has been made with you as such Escrow Agent and that you have received a verification report verifying that the projected withdrawals from such escrow have been calculated to be adequate to pay the principal or redemption price of and the interest on said Refunded Bonds outstanding as such become due or are subject to redemption.

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By: _____
**Vice Chancellor for Business Operations
and Fiscal Services**

Receipt acknowledged and
consented to:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent**

By: _____
Authorized Officer

EXHIBIT X

NOTICE OF REDEMPTION OF

**\$96,125,000
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series 2003A**

Maturity September 1	Rate	Principal Amount	CUSIP*	Original Issue Date	Redemption Price
				March 31, 2003	100%
				March 31, 2003	100%
				March 31, 2003	100%

NOTICE IS HEREBY given to the holders of the outstanding Rancho Santiago Community College District, Orange County, California, General Obligation Bonds, Election of 2002, Series 2003A bonds maturing on September 1, ____, September 1, ____, and September 1, ____, (the "Refunded Bonds"), that such Refunded Bonds have been called for redemption prior to maturity on September 1, 2013 in accordance with their terms at a redemption price of 100% of the principal amount thereof, together with accrued interest evidenced thereby to September 1, 2013. The source of the funds to be used for such redemption is the principal of and interest on investment securities heretofore deposited with Wells Fargo Bank National Association, as Escrow Agent, together with moneys, if any, heretofore deposited with the Escrow Agent.

Interest on the Refunded Bonds and the redemption price shall become due and payable on September 1, 2013 and after September 1, 2013 interest on such Refunded Bonds shall cease to accrue and be payable.

Holders of the Refunded Bonds will receive payment of the redemption price and accrued interest to which they are entitled upon presentation and surrender thereof at the corporate trust office of Wells Fargo Bank National Association, Minneapolis, Minnesota in the following manner:

First Class/Registered/Certified Mail	Air Courier	In Person
Wells Fargo Bank, N.A. Corporate Trust Operations PO Box 1517 Minneapolis, MN 55480-1517	Wells Fargo Bank, N.A. Corporate Trust Operations N9303-121 Sixth & Marquette Ave. Minneapolis, MN 55479	Wells Fargo Bank, N.A. Northstar East Building 608 2 nd Avenue South - 12 th Fl. Minneapolis, MN 55479

Bondholders presenting their Bonds in person for same day payment must surrender their bond(s) by 1:00 PM on the Redemption Date and a check will be available for pickup after 2:00PM. Checks not picked up by 4:30PM will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

IMPORTANT NOTICE

*Neither the Rancho Santiago Community College District, nor Wells Fargo Bank National Association shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Holders.

By Wells Fargo Bank National Association,
as Paying Agent

Date: _____, 2013

EXHIBIT Y

NOTICE OF REFUNDING OF

\$96,125,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series 2003A**

Notice is hereby given to the holders of the outstanding bonds maturing on September 1, ____, September 1, ____ and September 1, ____ designated Rancho Santiago Community College District, Orange County, California, General Obligation Bonds, Election of 2002, Series 2003A (the "Refunded Bonds") (i) that there has been deposited with Wells Fargo Bank, National Association, as Escrow Agent, moneys and investment securities as permitted by the Escrow Agreement, dated as of March 1, 2012, between Rancho Santiago Community College District and Wells Fargo Bank, National Association as Escrow Agent, (the "Agreement"), the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, shall be sufficient and available (a) to pay the interest with respect to the Refunded Bonds scheduled to be paid on and prior to September 1, 2013, and (b) to redeem the remaining outstanding Refunded Bonds on September 1, 2013 at a redemption price (expressed as a percentage of the principal amount of the Refunded Bonds to be redeemed) equal to 100%; (ii) that the Escrow Agent has been irrevocably instructed to redeem on September 1, 2013 such current interest Refunded Bonds; and (iii) that the Refunded Bonds are deemed to be paid in accordance with Section 3 of the Agreement.

Dated: _____, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent**

SCHEDULE C

IRREVOCABLE INSTRUCTIONS AND REQUEST TO
ESCROW AGENT

_____, 2012

Wells Fargo Bank, National Association
707 Wilshire Boulevard, 17th Floor
Los Angeles, California 90017

\$119,999,867.25

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series B

Ladies and Gentlemen:

As Escrow Agent and Paying Agent with respect to the Refunded Bonds as defined in that certain Escrow Agreement, dated as of March 1, 2012, between the Rancho Santiago Community College District and Wells Fargo Bank, National Association (the "Escrow Agreement"), you are hereby notified of the irrevocable election of the Rancho Santiago Community College District (the "District") to pay the interest on the Refunded Bonds due on and prior to September 1, _____, and to redeem on September 1, _____ the outstanding principal of the Refunded Bonds at a redemption price of ____% of the principal amount thereof to be so redeemed.

You are hereby irrevocably instructed to give, (i) as provided in the Resolution of the Board of Supervisors of the County dated _____, _____, notice of redemption of such principal amounts of said Refunded Bonds as are scheduled to be redeemed prior to maturity to the extent such Refunded Bonds have not been otherwise redeemed or purchased by the Escrow Agent prior to such date. Such notices shall be in the forms annexed hereto as Exhibit X.

You are also hereby irrevocably instructed to file notices of defeasance of the Refunded Bonds with the with the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>.

You are hereby further irrevocably instructed to provide, as soon as practicable, notices to the holders of each series of Refunded Bonds (in the forms annexed hereto as Exhibit Y) that the deposit of investment securities and moneys has been made with you as such Escrow Agent and that you have received a verification report verifying that the projected withdrawals from such escrow have been calculated to be adequate to pay the principal or redemption price of and the interest on said Refunded Bonds outstanding as such become due or are subject to redemption.

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By: _____
**Vice Chancellor for Business Operations
and Fiscal Services**

Receipt acknowledged and
consented to:

**WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Escrow Agent**

By: _____
Authorized Officer

EXHIBIT X

NOTICE OF REDEMPTION OF

**\$119,999,867.25
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series B**

Maturity September 1	Rate	Principal Amount	CUSIP*	Original Issue Date	Redemption Price

NOTICE IS HEREBY given to the holders of the outstanding Rancho Santiago Community College District, Orange County, California, General Obligation Bonds, Election of 2002, Series 2003A bonds maturing on September 1, ____, September 1, ____, and September 1, ____ (the "Refunded Bonds"), that such Refunded Bonds have been called for redemption prior to maturity on September 1, ____ in accordance with their terms at a redemption price of 100% of the principal amount thereof, together with accrued interest evidenced thereby to September 1, 2013. The source of the funds to be used for such redemption is the principal of and interest on investment securities heretofore deposited with Wells Fargo Bank National Association, as Escrow Agent, together with moneys, if any, heretofore deposited with the Escrow Agent.

Interest on the Refunded Bonds and the redemption price shall become due and payable on September 1, ____ and after September 1, ____ interest on such Refunded Bonds shall cease to accrue and be payable.

Holders of the Refunded Bonds will receive payment of the redemption price and accrued interest to which they are entitled upon presentation and surrender thereof at the corporate trust office of Wells Fargo Bank National Association, Minneapolis, Minnesota in the following manner:

First Class/Registered/Certified Mail	Air Courier	In Person
Wells Fargo Bank, N.A. Corporate Trust Operations PO Box 1517 Minneapolis, MN 55480-1517	Wells Fargo Bank, N.A. Corporate Trust Operations N9303-121 Sixth & Marquette Ave. Minneapolis, MN 55479	Wells Fargo Bank, N.A. Northstar East Building 608 2 nd Avenue South - 12 th Fl. Minneapolis, MN 55479

Bondholders presenting their Bonds in person for same day payment must surrender their bond(s) by 1:00 PM on the Redemption Date and a check will be available for pickup after 2:00PM. Checks not picked up by 4:30PM will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

IMPORTANT NOTICE

*Neither the Rancho Santiago Community College District, nor Wells Fargo Bank National Association shall be held responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as shown in the Redemption Notice. It is included solely for convenience of the Holders.

By Wells Fargo Bank National Association,
as Paying Agent

Date: _____

EXHIBIT Y

NOTICE OF REFUNDING OF

\$119,999,867.25

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
General Obligation Bonds, Election of 2002, Series B

Notice is hereby given to the holders of the outstanding bonds maturing on September 1, ____, September 1, ____, and September 1, ____ designated Rancho Santiago Community College District, Orange County, California, General Obligation Bonds, Election of 2002, Series B (the "Refunded Bonds") (i) that there has been deposited with Wells Fargo Bank, National Association, as Escrow Agent, moneys and investment securities as permitted by the Escrow Agreement, dated as of March 1, 2012, between Rancho Santiago Community College District and Wells Fargo Bank, National Association as Escrow Agent, (the "Agreement"), the principal of and the interest on which when due will provide moneys which, together with such other moneys deposited with the Escrow Agent, shall be sufficient and available (a) to pay the interest with respect to the Refunded Bonds scheduled to be paid on and prior to September 1, ____, and (b) to redeem the remaining outstanding Refunded Bonds on September 1, ____ at a redemption price (expressed as a percentage of the principal amount of the Refunded Bonds to be redeemed) equal to __%; (ii) that the Escrow Agent has been irrevocably instructed to redeem on September 1, ____ such current interest Refunded Bonds; and (iii) that the Refunded Bonds are deemed to be paid in accordance with Section 3 of the Agreement.

Dated: _____, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Escrow Agent

NEW ISSUE -- FULL BOOK-ENTRY

RATINGS: Standard & Poor's: "____"; Moody's: "____"
See "RATINGS" herein.

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issue discount) on the Bonds is exempt from State of California personal income tax. See "TAX MATTERS" with respect to tax consequences relating to the Bonds.

\$ _____*

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
2012 General Obligation Refunding Bonds

Dated: Date of Delivery

Due: September 1, as shown below

This cover page contains information for quick reference only. It is not a summary of this issue. Investors must read the entire official statement to obtain information essential to the making of an informed investment decision. Capitalized terms used in this cover page and not otherwise defined shall have the meanings set forth herein.

The Rancho Santiago Community College District 2011 General Obligation Refunding Bonds (the "Bonds"), in the aggregate principal amount of \$ _____, are being issued by the Rancho Santiago Community College District (the "District") to (i) advance the District's outstanding General Obligation Bonds, Election of 2002, Series 2003A maturing on September 1, __, September 1, __ and September 1, __ (the "Refunded Bonds"), (ii) to advance refund the District's outstanding General Obligation Bonds, Election of 2002, Series B maturing on September 1, __ through September 1, __, and (iii) to pay the costs associated with the issuance of the Bonds.

The Bonds represent general obligations of the District, payable solely from *ad valorem* property taxes. The Board of Supervisors of Orange County is empowered and obligated to annually levy *ad valorem* taxes for the payment of the principal of and interest on the Bonds upon all property subject to taxation by the District without limitation of rate or amount (except as to certain personal property which is taxable at limited rates).

The Bonds will be issued in book-entry form only, and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (collectively referred to herein as "DTC"). Purchasers of the Bonds (the "Beneficial Owners") will not receive physical certificates representing their interests in the Bonds.

Interest on the Bonds accrues from the Date of Delivery and is payable semiannually on March 1 and September 1 of each year, commencing September 1, 2012. Payment to owners of \$1,000,000 or more in principal amount of the Bonds, at the owner's option, will be made by wire transfer. The Bonds are issuable as fully registered Bonds in denominations of \$5,000 principal amount or any integral multiple thereof.

Payments of principal of and interest on the Bonds will be made by the Wells Fargo Bank, National Association, as the designated paying agent, bond registrar, transfer agent and authentication agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants (defined herein) who will remit such payments to the Beneficial Owners (defined herein) of the Bonds. See "THE BONDS - Book-Entry Only System."

The Bonds are not subject to redemption prior to their respective stated maturity dates.

MATURITY SCHEDULE*

Base CUSIP†: 752147

\$ _____ Serial Bonds

<u>Maturity</u> <u>(September 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> †
---	-----------------------------------	--------------------------------	--------------	----------------

The Bonds are offered when, as and if issued, and received by the Underwriter subject to the approval as to their legality by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, Bond Counsel and Disclosure Counsel. The Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York on or about December 15, 2011.

KINSELL, NEWCOMB & DE DIOS, INC. RBC CAPITAL MARKETS DE LA ROSA

Dated: _____, 2012

* Preliminary, subject to change.

† CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standard & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for CUSIP Services. Neither the Underwriter nor the District is responsible for the selection or correctness of the CUSIP numbers set forth herein.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

This Official Statement does not constitute an offering of any security other than the original offering of the Bonds of the District. No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained in this Official Statement, and if given or made, such other information or representation not so authorized should not be relied upon as having been given or authorized by the District.

The issuance and sale of the Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Section 3(a)2 and 3(a)12, respectively, for the issuance and sale of municipal securities. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Certain information set forth herein has been obtained from sources outside the District which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

When used in this Official Statement and in any continuing disclosure by the District in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced in this Official Statement, the words or phrases "will likely result," "are expected to," "will continue," "is anticipated," "estimate," "project," "forecast," "expect," "intend" and similar expressions identify "forward looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

The Underwriters have provided the following sentence for inclusion in this Official Statement:

"The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters does not guarantee the accuracy or the completeness of such information."

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS AT LEVELS ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE BONDS TO CERTAIN SECURITIES DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE COVER PAGE AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

The District maintains a website at <http://rsccd.edu/homex.asp>. However, the information presented there is not part of this Official Statement, is not incorporated herein by any reference, and should not be relied upon in making an investment decision with respect to the Bonds.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

Phillip E. Yarbrough, *President*
Mark McLoughlin, CPSM, *Vice President*
Arianna P. Barrios, *Clerk*
Brian E. Conley, M.A, Esq., *Trustee*
R. David Chapel, *Ed.D., Trustee*
John R. Hanna, *Trustee*
Lawrence R. Labrado, *Trustee*

District Administration

Dr. Raúl Rodríguez, *Chancellor*
Mr. John Didion, *Executive Vice Chancellor, Human Resources and Educational Services*
Mr. Peter Hardash, *Vice Chancellor, Business Operations and Fiscal Services*
Dr. Erlinda Martinez, *President, Santa Ana College*
Mr. Juan Vázquez, *President, Santiago Canyon College*

PROFESSIONAL SERVICES

Bond Counsel and Disclosure Counsel

Stradling Yocca Carlson & Rauth,
a Professional Corporation
San Francisco, California

Paying Agent

Wells Fargo Bank, National Association
Los Angeles, California

Verification Agent

Grant Thornton LLP
Minneapolis, Minnesota

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\$ _____ .
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Orange County, California)
2012 General Obligation Refunding Bonds

INTRODUCTION

This Official Statement, which includes the cover page and appendices hereto, provides information in connection with the sale of Rancho Santiago Community College District (Orange County, California) 2012 General Obligation Refunding Bonds (the "Bonds").

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of Bonds to potential investors is made only by means of the entire Official Statement.

The District

The Rancho Santiago Community College District (the "District") was established in 1971, and is composed of approximately 193 square miles in Orange County. The District maintains two comprehensive community colleges, each providing collegiate level instruction across a wide spectrum of subjects. Santa Ana College, founded in 1915, is located in Santa Ana and Santiago Canyon College, founded in 1997, is located in Orange. The District also provides comprehensive college and continuing education programs at the Centennial Education Center, the Orange Education Center, the Santa Ana College Orange County Sheriff's Regional Training Academy, the Digital Media Center, and various other sites throughout the District. The District has approximately 44,107 full and part-time students, serves a resident population of over 600,000, and includes portions of Santa Ana, Orange, Anaheim, Irvine, Garden Grove, Newport Beach, Villa Park, Costa Mesa, Fountain Valley and Yorba Linda. The District has a 2011-12 assessed valuation of \$58,098,704,400. For more information regarding the District, see "RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT."

The governing board of the District is the Board of Trustees (the "Board"). The Board includes seven voting members elected by the voters of the District. The Trustees serve four-year terms. Elections for positions to the Board are held every two years, alternating between three and four available positions. The management and policies of the District are administered by a Chancellor appointed by the Board. Dr. Raúl Rodríguez is currently serving as the District's Chancellor. See "RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT."

Security and Sources of Payment for the Bonds

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* taxes for the payment of the principal of and interest on the Bonds upon all property within the District subject to taxation by the District, without limitation as to rate or amount (except for certain personal property which is taxable at limited rates). See "THE BONDS – Security and Sources of Payment."

* Preliminary, subject to change.

Purpose of Issue

The proceeds of the Bonds will be used to (i) advance refund the District's outstanding General Obligation Bonds, Election of 2002, Series 2003A, maturing on September 1, ____, September 1, ____ and September 1, ____ and the District's outstanding General Obligation Bonds, Election of 2002, Series B, maturing on September 1, ____ (the "Refunded Bonds"), and (ii) to pay certain costs associated with the issuance of the Bonds.

Description of the Bonds

Form, Registration and Denomination. The Bonds will be issued in fully registered form only (without coupons), initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), and will be available to actual purchasers of interests in the Bonds (the "Beneficial Owners") through the book-entry only system maintained by DTC, only through brokers and dealers who are or act through DTC Participants (defined herein). Beneficial Owners will not be entitled to receive physical delivery of the Bonds. See "THE BONDS – Book-Entry Only System." In the event that the book-entry only system described herein is no longer used with respect to the Bonds, the Bonds will be registered in accordance with the Resolution (defined herein). See "THE BONDS – Transfer and Exchange of Bonds."

Individual purchases of interests in the Bonds will be available to purchasers of the Bonds in denominations of \$5,000 principal amount or any integral multiple thereof.

Redemption. The Bonds are not subject to redemption prior to their respective stated maturity dates. See "THE BONDS – Redemption."

Payments. Interest on the Bonds accrues from their initial date of delivery, and is payable semiannually on each March 1 and September 1 (each a "Bond Payment Date"), commencing September 1, 2012. Principal on the Bonds is payable on September 1 in the amounts and years as set forth on the cover page hereof. Payments of the principal of and interest on the Bonds will be made by Wells Fargo Bank, National Association, the designated paying agent, bond registrar, authenticating agent and transfer agent (the "Paying Agent"), to DTC for subsequent disbursement through DTC Participants to the Beneficial Owners of the Bonds. See "THE BONDS – Book-Entry Only System."

Tax Matters

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), based on existing statutes, regulations, rulings and judicial decisions, and assuming certain representations and compliance with certain covenants and requirements described herein, interest (and original issued discount) on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. In the further opinion of Bond Counsel, interest (and original issued discount) on the Bonds is exempt from State of California personal income tax. See "TAX MATTERS" herein with respect to tax consequences relating to the Bonds.

Authority for Issuance of the Bonds

The Bonds are issued pursuant to certain provisions of the State of California Government Code and other applicable law, and pursuant to a resolution adopted by the Board of Trustees of the District. See "THE BONDS – Authority for Issuance."

Offering and Delivery of the Bonds

The Bonds are offered when, as and if issued, subject to approval as to the validity by Bond Counsel. It is anticipated that the Bonds will be available for delivery through the facilities of DTC in New York, New York on or about March __, 2012.

Continuing Disclosure

The District will covenant for the benefit of holders of the Bonds to make available certain financial information and operating data relating to the District and to provide notices of the occurrence of certain enumerated events, in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "Rule"). See "LEGAL MATTERS – Continuing Disclosure." The specific nature of the information to be made available and of the notices of enumerated events required to be provided are summarized in APPENDIX C.

Professionals Involved in the Offering

Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California is acting as Bond Counsel and Disclosure Counsel to the District with respect to the Bonds. Stradling Yocca Carlson & Rauth will receive compensation from the District contingent upon the sale and delivery of the Bonds. Grant Thornton LLP, Minneapolis, Minnesota, is acting as verification agent for the Bonds.

Forward Looking Statements

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information regarding the District herein.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THE FORWARD-LOOKING STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. Copies of documents referred to herein and information concerning the Bonds are available from the Superintendent, Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California, 92706-1640. The District may impose a charge for copying, mailing and handling.

No dealer, broker, salesperson or other person has been authorized by the District to give any information or to make any representations other than as contained herein and, if given or made, such other information or representations must not be relied upon as having been authorized by the District. This

Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact. The summaries and references to documents, statutes and constitutional provisions referred to herein do not purport to be comprehensive or definitive, and are qualified in their entireties by reference to each of such documents, statutes and constitutional provisions.

Certain information set forth herein, other than that provided by the District, has been obtained from official sources which are believed to be reliable but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the District. The information and expressions of opinions herein are subject to change without notice and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Resolution.

THE BONDS

Authority for Issuance

The Bonds are issued pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53550 *et seq.*, and other applicable law, and pursuant to a resolution adopted by the Board of Trustees of the District on February 27, 2012 (the "Resolution").

Security and Sources of Payment

The Bonds are general obligations of the District, payable solely from the proceeds of *ad valorem* property taxes. The Board of Supervisors of the County is empowered and obligated to annually levy *ad valorem* taxes for the payment of the principal of and interest on the Bonds upon all property subject to taxation by the District without limitation as to rate or amount (except for certain personal property which is taxable at limited rates). Such taxes, when collected, will be deposited by the County into the "Rancho Santiago Community College District 2012 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund"), which is segregated and maintained by the County for the payment of principal of and interest on the Bonds when due, and for no other purpose. Although the County is obligated to levy an *ad valorem* tax for the payment of the Bonds, and the County will maintain the Debt Service Fund for the repayment of the Bonds, the Bonds are not a debt of the County. See "TAX BASE FOR REPAYMENT OF BONDS."

The moneys in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds, as the same become due and payable, will be transferred by the Treasurer-Tax Collector of the County (the "Treasurer") to the Paying Agent, who in turn will transfer such funds to DTC to pay the principal of and interest on the Bonds. DTC will thereupon make payment of principal and interest on the

Bonds to the DTC Participants who will thereupon make payments of principal and interest to its Indirect Participants (as defined herein) for subsequent disbursement to the Beneficial Owners of the Bonds.

The rate of the annual *ad valorem* taxes levied by the County to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds in any year. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rates to fluctuate. Economic and other factors beyond the District's control, such as general market decline in land values, disruption in financial markets that may reduce the availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State of California (the "State") and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District and necessitate a corresponding increase in the respective annual tax rates. For further information regarding the District's assessed valuation, tax rates, overlapping debt, and other matters concerning taxation, see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution" and "TAX BASE FOR REPAYMENT OF BONDS."

Description of the Bonds

The Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co., as nominee for DTC. Purchasers will not receive certificates representing their interests in the Bonds. See "THE BONDS – Book Entry Only System."

Interest with respect to the Bonds accrues from their date of delivery, and is payable semiannually on each Bond Payment Date, commencing September 1, 2012. Interest on the Bonds will be computed on the basis of a 360-day year of twelve, 30-day months. Each Bond shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month immediately preceding any Bond Payment Date to and including such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before August 15, 2012, in which event it shall bear interest from its date of delivery; *provided*, that if, at the time of authentication of any Bond interest is in default on any outstanding Bonds, such Bond shall bear interest from the Bond Payment Date to which interest has previously been paid or made available for payment on the outstanding Bonds. The Bonds are issuable in denominations of \$5,000 principal amount or any integral multiple thereof and mature on September 1 in the years and amounts set forth on the cover hereof.

The principal of the Bonds will be payable in lawful money of the United States of America to the registered owner thereof, upon the surrender thereof at the office of the Paying Agent. The interest on the Bonds will be payable in lawful money of the United States of America to the person whose name appears on the bond registration books of the Paying Agent as the registered owner thereof as of the close of business on the 15th day of the month next preceding any Bond Payment Date (a "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed on such Bond Payment Date to such registered owner at such registered owner's address as it appears on such registration books or at such address as the registered owner may have filed with the Paying Agent for that purpose. The interest payments on the Bonds will be made in immediately available funds (e.g., by wire transfer) to any registered owner of at least \$1,000,000 of outstanding Bonds who have requested in writing such method of payment of interest on the Bonds prior to the close of business on the Record Date immediately preceding any Bond Payment Date.

Book-Entry Only System

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "MMI Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants," and together with the Direct Participants, the "Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners.

Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Resolution. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds and distributions on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds or distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered Owner of the Bonds, as nominee of DTC, references herein to the Owners or Holders of the Bonds (other than under the caption "TAX MATTERS") will mean Cede & Co. and will not mean the Beneficial Owners of the Bonds.

Redemption

The Bonds are not subject to redemption prior to their respective stated maturity dates.

Transfer and Exchange of Bonds

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount (which with respect to any outstanding Bonds means the principal amount thereof) upon presentation and surrender at the designated office of the Paying Agent, together with a request for exchange signed by the registered Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the designated office of the Paying agent together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. Upon exchange or transfer, the Paying Agent shall register, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date.

Neither the District nor the Paying Agent will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the applicable Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

Defeasance

All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) **Cash:** by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund is sufficient to pay and discharge all Bonds outstanding and designated for defeasance, including all principal, interest and premium, if any; or

(b) **Government Obligations:** by irrevocably depositing with the Paying Agent or with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge

all Bonds outstanding and designated for defeasance (including all principal and interest represented thereby and prepayment premiums, if any) at or before their maturity date;

then, notwithstanding that any Bonds shall not have been surrendered for payment, all obligations of the District and the Paying Agent with respect to all outstanding Bonds shall cease and terminate, except only the obligation of the Paying Agent or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) above, to the Owners of the Bonds not so surrendered and paid all sums due with respect thereto.

“Government Obligations” means direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or “prerefunded” municipal obligations rated in the highest rating category by Moody’s or Standard & Poor’s. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian’s general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed “AAA” by Standard & Poor’s Ratings Service, a Standard & Poor’s Financial Services LLC business (“Standard & Poor’s”) or “Aaa” by Moody’s Investors Service (“Moody’s”).

REFUNDING PLAN

The proceeds from the sale of the Bonds will be used by the District to advance refund the Refunded Bonds and to pay certain costs associated with the issuance of the Bonds.

The net proceeds from the sale of the Bonds shall be deposited with Wells Fargo Bank, National Association, acting as escrow agent (the “Escrow Agent”), to the credit of the “Rancho Santiago Community College District 2012 General Obligation Refunding Bonds Escrow Fund” (the “Escrow Fund”). Pursuant to an escrow agreement (the “Escrow Agreement”) by and between the District and the Escrow Agent, a portion of the amount deposited in the Escrow Fund will be used to purchase certain Investment Securities, as defined in the Escrow Agreement, the principal of and interest on which will be sufficient, together with any monies deposited in the Escrow Fund and held as cash, to enable the Escrow Agent to pay the principal and interest due on the Refunded Series 2003A Bonds on September 1, 2013 and the Refunded Series B Bonds on September 1, ____ with respect to the Refunded Bonds, as well as the debt service due on the Refunded Bonds on and before such date.

The sufficiency of the amounts on deposit in the Escrow Fund, together with realizable interest and earnings thereon, to pay the redemption price of the Refunded Bonds, and the accrued interest due on the Refunded Bonds, on the above-referenced date will be verified by Grant Thornton LLP (the “Verification Agent”). As a result of the deposit and application of funds so provided in the Escrow Agreement, and assuming the accuracy of the Verification Agent’s computations, the Refunded Bonds will be defeased and the obligation of the County to levy *ad valorem* taxes for payment of the Refunded Bonds will terminate.

Any accrued interest and surplus moneys in the Escrow Fund following the redemption of the Refunded Bonds shall be kept separate and apart in the Bonds Debt Service Fund and used by the District

only for payment of principal of and interest on the Bonds. Any excess proceeds of the Bonds not needed for the authorized purposes for which the Bonds are being issued shall be transferred to the Bond Debt Service Fund and applied to the payment of principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

Moneys in the Debt Service Fund are expected to be invested through the Orange County Investment Pool. See "ORANGE COUNTY INVESTMENT POOL."

ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

Sources of Funds

Principal Amount of the Bonds
Original Issue Premium
Total Sources

Uses of Funds

Escrow Fund
Costs of Issuance⁽¹⁾
Debt Service Fund⁽²⁾
Total Uses

⁽¹⁾ Reflects all costs of issuance, including but not limited to Underwriter's discount, demographics fees, filing fees, legal fees, and the costs and fees of the Paying Agent, Fiscal Agent and Escrow Agent.

⁽²⁾ Deposit to Debt Service Fund represents a portion of the original issue premium on the Bonds.

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DEBT SERVICE SCHEDULE

The following table shows the debt service schedule with respect to the Bonds (assuming no optional redemptions are made):

<u>Year Ending (September 1)</u>	<u>Annual Principal Payment</u>	<u>Annual Interest Payment⁽¹⁾</u>	<u>Total Annual Debt Service</u>
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Total

⁽¹⁾ Interest payments on the Bonds will be made semiannually on March 1 and September 1 of each year, commencing September 1, 2012.

See "RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT – District Debt Structure – General Obligation Bonds" for a schedule of the combined debt service requirements for all of the District's outstanding general obligation bonds.

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ORANGE COUNTY INVESTMENT POOL

[TO BE UPDATED PRIOR TO POSTING]

The following information concerning the investment Pools (defined herein) has been provided by the Treasurer-Tax Collector of Orange County and has not been confirmed or verified by either the District or the Underwriter. Further, neither the District nor the Underwriter make any representation as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof, or that the information contained or incorporated hereby by reference is correct as of any time subsequent to its date.

The County Board approved the current County Investment Policy Statement (the "Investment Policy") on September 13, 2011 (see <http://bos.ocgov.com/ocinvestments> for more information). The Investment Policy applies to all funds managed by the Treasurer as delegated by the Board of Supervisors (the "Board") including, the Orange County Investment Pool, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool and various other small non-Pooled investment funds. The Treasurer-Tax Collector is a fiduciary of public funds and the primary objective is to safeguard principal and then meet the pool participants' liquidity needs through prudent fiscal investment management. The main investing objectives, in order of priority are: Safety, Liquidity and Yield.

Oversight of the investments is conducted in several ways. First, the Board established the County Treasury Oversight Committee (the "Committee") on December 19, 1995, as allowed by California Government Code Section 27130 *et. seq.*. The County Treasurer nominates and the Board confirms the members of the Committee, which is comprised of the County Executive Officer, the County Auditor-Controller, the County Superintendent of Schools, and two public members. Next, the Auditor-Controller's Internal Audit Division audits the portfolio on a quarterly and annual basis. Finally, an audit is also conducted annually as required by Sections 27130 through 27137 of California Government Code and the Investment Policy. All reports, including the monthly Treasurer's Investment Report are available on-line at <http://bos.ocgov.com/ocinvestments>.

The District's funds held by the County Treasurer are invested in the Orange County Educational Investment Pool (the "Pool") which pools all of the school district's funds. As of October 31, 2011, the balance in the District's funds was \$197,874,165.57. Over 95% of the Pool was invested in securities rated in the two highest rating categories. As of October 31, 2011, the Pool has a weighted average maturity of 291 days and the year-to-date yield is 0.44%.

The following represents the composition of the total Orange County Educational Investment Pool as of October 31, 2011:

<u>Type of Investment</u>	<u>Market Value (In thousands)</u>	<u>% of Pool</u>
Municipal Debt	\$ 152,688	5.55%
U.S. Government	1,604,198	58.27%
Agencies		
Commercial Paper	74,989	2.72%
U.S. Treasuries	115,104	4.18%
Certificates of Deposit	215,650	7.83%
Medium-Term Notes	182,201	6.62%
Medium-Term Notes- FDIC	340,756	12.38%
Money Market Mutual	67,567	2.45%

Funds		
Total	\$ 2,753,153	100.00%

Neither the District nor the Underwriter has made an independent investigation of the investments in the Pools and has made no assessment of the current County Investment Policy. The value of the various investments in the Pools will fluctuate on a daily basis as a result of a multitude of factors, including generally prevailing interest rates and other economic conditions. Additionally, the Treasurer, with the consent of the Treasury Oversight Committee and the County Board of Supervisors may change the County Investment Policy at any time. Therefore, there can be no assurance that the values of the various investments in the Pools will not vary significantly from the values described herein.

**CONSTITUTIONAL AND STATUTORY PROVISIONS
AFFECTING DISTRICT REVENUES AND APPROPRIATIONS**

The principal of and interest on the Bonds are payable from the proceeds of an ad valorem tax levied by the County for the payment thereof. See "THE BONDS – Security and Sources of Payment." Articles XIII A, XIII B, XIII C and XIII D of the Constitution, Propositions 98 and 111, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the County to levy taxes on behalf of the District and the District to spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A, Article XIII C, and all applicable laws.

Article XIII A of the California Constitution

Article XIII A ("Article XIII A") of the State Constitution limits the amount of *ad valorem* taxes on real property to 1% of "full cash value" as determined by the county assessor. Article XIII A defines "full cash value" to mean "the county assessor's valuation of real property as shown on the 1975-76 bill under 'full cash value,' or thereafter, the appraised value of real property when purchased, newly constructed or a change in ownership has occurred after the 1975 assessment," subject to exemptions in certain circumstances of property transfer or reconstruction. Determined in this manner, the full cash value is also referred to as the "base year value." The full cash value is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors.

Article XIII A has been amended to allow for temporary reductions of assessed value in instances where the fair market value of real property falls below the adjusted base year value described above. Proposition 8—approved by the voters in November of 1978—provides for the enrollment of the lesser of the base year value or the market value of real property, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property, or other factors causing a similar decline. In these instances, the market value is required to be reviewed annually until the market value exceeds the base year value. Reductions in assessed value could result in a corresponding increase in the annual tax rate levied by the County to pay debt service on the Bonds. See "THE BONDS – Security and Sources of Payment" and "TAX BASE FOR REPAYMENT OF BONDS – Assessed Valuations."

Article XIII A requires a vote of two-thirds or more of the qualified electorate of a city, county, special district or other public agency to impose special taxes, while totally precluding the imposition of any additional *ad valorem*, sales or transaction tax on real property. Article XIII A exempts from the 1% tax limitation any taxes above that level required to pay debt service (a) on any indebtedness approved by the voters prior to July 1, 1978, or (b) as the result of an amendment approved by State voters on July 3,

1986, on any bonded indebtedness approved by two-thirds or more of the votes cast by the voters for the acquisition or improvement of real property on or after July 1, 1978, or (c) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by fifty-five percent or more of the votes cast on the proposition, but only if certain accountability measures are included in the proposition. The tax for payment of the Refunded Bonds falls within the exception described in (c) of the immediately preceding sentence. In addition, Article XIII A requires the approval of two-thirds of all members of the State legislature to change any State taxes for the purpose of increasing tax revenues.

Legislation Implementing Article XIII A

Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the relevant county and distributed according to a formula among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

All taxable property value included in this Official Statement is shown at 100% of taxable value (unless noted differently) and all tax rates reflect the \$1 per \$100 of taxable value.

Both the United States Supreme Court and the California State Supreme Court have upheld the general validity of Article XIII A.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("unitary property"). Under the State Constitution, such property is assessed by the State Board of Equalization ("SBE") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

The California electric utility industry has been undergoing significant changes in its structure and in the way in which components of the industry are regulated and owned. Sale of electric generation assets to largely unregulated, nonutility companies may affect how those assets are assessed, and which local agencies are to receive the property taxes. The District is unable to predict the impact of these changes on its utility property tax revenues, or whether legislation may be proposed or adopted in response to industry restructuring, or whether any future litigation may affect ownership of utility assets or the State's methods of assessing utility property and the allocation of assessed value to local taxing agencies, including the District. So long as the District is not a basic aid district, taxes lost through any reduction in assessed valuation will be compensated by the State as equalization aid under the State's school financing formula. See "FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA - Major Revenues" and "RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT."

Article XIII B of the California Constitution

Article XIII B ("Article XIII B") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. As amended, Article XIII B defines

- (a) "change in the cost of living" with respect to school districts to mean the percentage change in California per capita income from the preceding year, and
- (b) "change in population" with respect to a school district to mean the percentage change in the average daily attendance of the school district from the preceding fiscal year.

For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year pursuant to the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service such as the Bonds, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years.

Article XIII B also includes a requirement that fifty percent of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund pursuant to Section 8.5 of Article XVI of the State Constitution. See "Propositions 98 and 111" below.

Article XIII C and Article XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "Article XIII C" and "Article XIII D"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4. Article XIII D deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIII C or XIII D will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

The District does not impose any taxes, assessments, or property-related fees or charges which are subject to the provisions of Proposition 218. It does, however, receive a portion of the basic one percent *ad valorem* property tax levied and collected by the County pursuant to Article XIII A of the California Constitution. The provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District.

Proposition 26

On November 2, 2010, voters in the State approved Proposition 26. Proposition 26 amends Article XIII C of the State Constitution to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (1) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or granting the privilege; (2) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (3) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) A fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (6) a charge imposed as a condition of property development; and (7) assessments and property-related fees imposed in accordance with the provisions of Article XIII D. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Propositions 98 and 111

On November 8, 1988, voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "Accountability Act"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation

of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of General Fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the General Fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIII B surplus. The maximum amount of excess tax revenues which could be transferred to K-14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Since the Accountability Act is unclear in some details, there can be no assurances that the Legislature or a court might not interpret the Accountability Act to require a different percentage of General Fund revenues to be allocated to K-14 school districts, or to apply the relevant percentage to the State's budgets in a different way than is proposed in the Governor's Budget.

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("Proposition 111") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

- a. Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California per capita personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.
- b. Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

- c. Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.
- d. Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.
- e. School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (1) 40.9% of State general fund revenues (the "first test") or (2) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to per capita personal income) and enrollment (the "second test"). Under Proposition 111, schools will receive the greater of (1) the first test, (2) the second test, or (3) a third test, which will replace the second test in any year when growth in per capita State general fund revenues from the prior year is less than the annual growth in California per capita personal income. Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and per capita State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a "credit" to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as "Proposition 39") to the California Constitution. This amendment (1) allows school facilities bond measures to be approved by fifty-five percent (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current one percent limit in order to repay the bonds and (2) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, including the District, community college districts, and county offices of education. As noted above, the California Constitution previously limited property taxes to one percent of the value of property. Property taxes may only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) bonds to buy or improve real property that receive two-thirds voter approval after July 1, 1978.

The fifty-five percent vote requirement would apply only if the local bond measure presented to the voters includes: (1) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (2) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size

reduction, and information technology needs in developing the list; and (3) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by fifty-five percent of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value, when assessed valuation is projected to increase in accordance with Article XIII A of the Constitution. These requirements are not part of Proposition 39 and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amends the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State can not (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-third approval of both houses of the State Legislature or (iv) decrease Vehicle License Fee revenues without providing local governments with equal replacement funding. Beginning in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amends the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, The Local Taxpayer, Public Safety, and Transportation Protection Act, approved by the voters of the State on November 2, 2010, prohibits the State from enacting new laws that require redevelopment agencies to shift funds to schools or other agencies and eliminates the State's authority to shift property taxes temporarily during a severe financial hardship of the State. In addition, Proposition 22 restricts the State's authority to use State fuel tax revenues to pay debt service on state transportation bonds, to borrow or change the distribution of state fuel tax revenues, and to use vehicle license fee revenues to reimburse local governments for state mandated costs. Proposition 22 impacts resources in the State's General Fund and transportation funds, the State's main funding source for schools and community colleges, as well as universities, prisons and health and social services programs. According to an analysis of Proposition 22 submitted by the Legislative Analyst's Office (the "LAO") on July 15, 2010, the expected reduction in resources available for the State to spend on these other programs as a consequence of the passage of Proposition 22 will be approximately \$1 billion in fiscal year 2010-11, with an estimated immediate fiscal effect equal to approximately 1 percent of the State's total General Fund spending. The longer-term effect of Proposition 22, according to the LAO analysis, will be an increase in the State's General Fund costs by approximately \$1 billion annually for several decades.

State Cash Management Legislation

Since 2002, the State has engaged in the practice of deferring certain apportionments to community college districts in order to manage the State's cash flow. This practice has included deferring

certain apportionments from one fiscal year to the next. These “cross-year” deferrals have been codified and are expected to be on-going. Legislation enacted with respect to fiscal year 2011-12 provides for additional inter-fiscal year deferrals.

On March 24, 2011, the Governor signed into law Senate Bill 82 (“SB 82”), which extended into fiscal year 2011-12 provisions of existing law designed to effectively manage the State’s cash resources. With respect to the funding of California community college districts, SB 82 authorizes the deferral of \$200 million and \$100 million from the July 2011 and March 2012 apportionments. These State apportionments are authorized to be deferred to October 2011 and May 2012, respectively. SB 82 also provided for an exemption to either or both of these deferrals for a community college district for which the State Chancellor, in consultation with the State Director of Finance, determined, prior to June 1, 2011, that such proposed deferral presented an imminent threat to such district’s fiscal integrity and security. The District did not apply for or receive an exemption from the deferrals authorized by SB 82.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 26, 98 and 111 were each adopted as measures that qualified for the ballot pursuant to the State’s initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District’s ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

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TAX BASE FOR REPAYMENT OF BONDS

The information in this section describes ad valorem property taxation, assessed valuation, and other measures of the tax base of the District. The Bonds are payable solely from ad valorem taxes levied and collected by the County on taxable property in the District. The District's general fund is not a source for the repayment of the Bonds.

Ad Valorem Property Taxation

District property taxes are assessed and collected by the County at the same time and on the same tax rolls as county, city and special district taxes. Assessed valuations are the same for both District and County taxing purposes.

Taxes are levied for each fiscal year on taxable real and personal property which is located in the District as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll." A supplemental roll is developed when property changes hands or new construction is completed. Each county levies and collects all property taxes for property falling within that county's taxing boundaries.

The valuation of secured property is established as of January 1 and is subsequently equalized in August. Property taxes are payable in two installments, due November 1 and February 1 respectively and become delinquent on December 10 and April 10 respectively. A 10% penalty attaches to any delinquent installment plus a \$10 cost on the second installment. Property on the secured roll with delinquent taxes is sold to the State on or about June 30 of the calendar year. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a \$15 redemption fee and a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and is then subject to sale by the tax-collecting authority of the relevant county.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent if they are not paid by August 31. In the case of unsecured property taxes, a 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 1 of the fiscal year, and a lien may be recorded against the assessee. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the assessee; (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on specific property of the assessee; (3) filing a certificate of delinquency for record in the County Recorder's office in order to obtain a lien on specified property of the assessee; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

State law exempts from taxation \$7,000 of the full cash value of an owner-occupied dwelling, but this exemption does not result in any loss of revenue to local agencies, since the State reimburses local agencies for the value of the exemptions.

All property is assessed using full cash value as defined by Article XIII A of the State Constitution. State law provides exemptions from *ad valorem* property taxation for certain classes of property such as churches, colleges, non-profit hospitals, and charitable institutions.

Future assessed valuation growth allowed under Article XIII A (new construction, certain changes of ownership, 2% inflation) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and schools will share the growth of "base" revenues from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. The availability of revenue from growth in tax bases to such entities may be affected by the establishment of redevelopment agencies which, under certain circumstances, may be entitled to revenues resulting from the increase in certain property values.

Assessed Valuations

The assessed valuation of property in the District is established by the tax assessing authority for the county in which such property is located, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the "full value" of the property, as defined in Article XIII A of the California Constitution. For a discussion of how properties currently are assessed and re-assessed, see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS." Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls.

Property within the District has a total assessed valuation for fiscal year 2011-12 of \$58,098,704,400. Shown in the following table are the assessed valuations for the District for the period 2000-01 through 2011-12.

ASSESSED VALUATIONS
Fiscal Years 2000-01 through 2010-11
Rancho Santiago Community College District

	<u>Secured</u>	<u>Utility</u>	<u>Unsecured</u>	<u>Total</u>
2000-01	\$31,167,715,521	\$22,790,847	\$4,024,804,233	\$35,215,310,601
2001-02	33,812,383,212	32,419,625	3,887,011,596	37,731,814,433
2002-03	35,833,908,233	15,386,580	3,924,774,827	39,774,069,640
2003-04	37,827,016,117	24,085,903	4,086,581,145	41,937,683,165
2004-05	40,791,174,207	29,345,502	4,299,080,142	45,119,599,851
2005-06	44,970,311,603	20,087,273	4,704,756,784	49,695,155,660
2006-07	49,562,738,455	18,482,601	4,282,265,198	53,863,486,254
2007-08	54,428,407,740	11,231,939	4,547,287,704	58,986,927,383
2008-09	57,531,014,418	12,928,593	4,797,628,594	62,341,571,605
2009-10	55,356,545,815	12,785,606	4,690,967,514	60,060,298,935
2010-11	53,830,330,126	12,885,023	4,424,780,792	58,267,995,941
2011-12	53,833,231,113	12,885,467	4,252,587,820	58,098,704,400

Source: California Municipal Statistics, Inc. for years 2000-01 through 2005-06 and 2007-08 through 2011-12, Orange County Auditor-Controller for year 2006-07.

Economic and other factors beyond the District's control, such as general market decline in property values, disruption in financial markets that may reduce availability of financing for purchasers of property, reclassification of property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by the State and local agencies and property used for qualified education, hospital, charitable or religious purposes), or the complete or partial destruction of the taxable property caused by a natural or manmade disaster, such as earthquake, flood or toxic contamination, could cause a reduction in the assessed value of taxable property within the District. Any such reduction would result in a corresponding increase in the annual tax rate levied by the County to pay the debt service with respect to the Bonds. See "THE BONDS – Security and Sources of Payment."

Appeals and Adjustments of Assessed Valuations

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. County assessors may independently reduce assessed values as well based upon the above factors or reductions in the fair market value of the taxable property. In most cases, an appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. Such reductions are subject to yearly reappraisals and may be adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A. See "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution."

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

No assurance can be given that property tax appeals in the future will not significantly reduce the assessed valuation of property within the District.

Tax Levies, Collections and Delinquencies

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the District as of the preceding January 1. A supplemental tax is levied when property changes hands or new construction is completed.

A 10% penalty attaches to any delinquent payment for secured roll taxes. In addition, property on the secured roll with respect to which taxes are delinquent becomes tax-defaulted. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty (i.e., interest) to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to auction sale by the tax-collecting authority of the relevant county.

In the case of unsecured property taxes, a 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 1 of the fiscal year, and a lien is recorded against the assessee. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on specific property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder's office in order to obtain a lien on specified property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

The County levies (except for levies to support prior voter-approved indebtedness) and collects all property taxes for property falling within the County's taxing boundaries.

The annual secured tax levies and delinquencies for fiscal years 2005-06 through 2010-11 are shown below.

SECURED TAX CHARGES AND DELINQUENCIES
Fiscal Years 2005-06 through 2010-11
Rancho Santiago Community College District

	Secured Tax Charge ⁽¹⁾	Amt. Del. June 30	% Del. June 30
2005-06	\$35,188,867.34	\$767,318.86	2.18%
2006-07	37,203,610.47	1,216,573.78	3.27
2007-08	40,389,938.04	1,621,700.72	4.02
2008-09	40,981,387.73	1,507,305.74	3.68
2009-10	38,664,227.66	898,205.14	2.32
2010-11	38,038,402.43	622,385.99	1.64

⁽¹⁾ 1% General Fund apportionment.
Source: California Municipal Statistics, Inc.

Alternative Method of Tax Apportionment - Teeter Plan

The Board of Supervisors of Orange County has approved the implementation of the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the "Teeter Plan"), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, the County apportions secured property taxes on an accrual basis when due (irrespective of actual collections) to its local political subdivisions, including the District, for which the County acts as the tax-levying or tax-collecting agency.

The Teeter Plan is applicable to all tax levies for which the County acts as the tax-levying or tax-collecting agency, or for which the County treasury is the legal depository of the tax collections. As adopted by the County, the Teeter Plan excludes Mello-Roos Community Facilities Districts and special assessment districts which provide for accelerated judicial foreclosure of property for which assessments are delinquent.

The *ad valorem* property tax to be levied to pay the interest on and principal of the Bonds will be subject to the Teeter Plan, beginning in the first year of such levy. The District will receive 100% of the *ad valorem* property tax levied to pay the Bonds irrespective of actual delinquencies in the collection of the tax by the County.

The Teeter Plan is to remain in effect unless the Board of Supervisors of the County orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors receives a petition for its discontinuance joined in by a resolution adopted by at least two-thirds of the participating revenue districts in the County. In the event the Board of Supervisors is to order discontinuance of the Teeter Plan subsequent to its implementation, only those secured property taxes actually collected would be allocated to political subdivisions (including the District) for which the County acts as the tax-levying or tax-collecting agency.

Assessed Valuation and Parcels by Land Use

The following table presents a breakdown of the District's secured assessed valuation by land use.

ASSESSED VALUATION AND PARCELS BY LAND USE Fiscal Year 2011-12 Rancho Santiago Community College District

	2011-12 <u>Assessed Valuation</u> ⁽¹⁾	% of <u>Total</u>	No. of <u>Parcels</u>	% of <u>Total</u>
Non-Residential:				
Commercial	\$12,625,091,735	23.45%	6,413	5.23%
Industrial	5,671,325,814	10.53	3,557	2.90
Government/Social/Institutional	1,010,727	0.00	2,997	2.44
Miscellaneous	<u>8,093,531</u>	<u>0.02</u>	<u>95</u>	<u>0.08</u>
Subtotal Non-Residential	\$18,305,521,807	34.00%	13,062	10.66%
Residential:				
Single Family Residence	\$26,711,095,717	49.62%	83,793	68.36%
Condominium/Townhouse	4,570,759,424	8.49	19,909	16.24
Mobile Home Related	597,749	0.00	24	0.02
Multi-Family Residential	<u>4,137,227,218</u>	<u>7.69</u>	<u>5,160</u>	<u>4.21</u>
Subtotal Residential	\$35,419,680,108	65.80%	108,886	88.83%
Rural/Vacant	\$108,029,198	0.20%	632	0.52%
Total	\$53,833,231,113	100.00%	122,580	100.00%

⁽¹⁾ Local secured assessed valuation; excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Assessed Valuation of Single Family Homes

The following table displays the 2011-12 assessed valuations of single family residential parcels within the District.

ASSESSED VALUATION OF SINGLE FAMILY HOMES Fiscal Year 2011-12 Rancho Santiago Community College District

Single Family Residential	No. of Parcels	2011-12 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
	83,793	\$26,711,095,717	\$318,775	\$274,000

2011-12 Assessed Valuation	No. of Parcels (1)	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
\$0 - \$24,999	297	0.354%	0.354%	\$5,268,504	0.020%	0.020%
\$25,000 - \$49,999	3,158	3.769	4.123	133,366,731	0.499	0.519
\$50,000 - \$74,999	5,773	6.890	11.013	355,664,066	1.332	1.851
\$75,000 - \$99,999	3,105	3.706	14.718	267,907,888	1.003	2.854
\$100,000 - \$124,999	2,663	3.178	17.896	299,642,508	1.122	3.975
\$125,000 - \$149,999	3,118	3.721	21.618	431,462,127	1.615	5.591
\$150,000 - \$174,999	3,431	4.095	25.712	558,119,376	2.089	7.680
\$175,000 - \$199,999	4,439	5.298	31.010	834,171,276	3.123	10.803
\$200,000 - \$224,999	5,218	6.227	37.237	1,108,374,317	4.149	14.953
\$225,000 - \$249,999	5,364	6.401	43.638	1,273,891,899	4.769	19.722
\$250,000 - \$274,999	5,548	6.621	50.260	1,452,747,451	5.439	25.160
\$275,000 - \$299,999	5,008	5.977	56.236	1,437,576,897	5.382	30.542
\$300,000 - \$324,999	4,587	5.474	61.710	1,433,754,195	5.368	35.910
\$325,000 - \$349,999	4,323	5.159	66.870	1,457,948,306	5.458	41.368
\$350,000 - \$374,999	3,914	4.671	71.541	1,414,579,627	5.296	46.664
\$375,000 - \$399,999	2,920	3.485	75.025	1,130,698,520	4.233	50.897
\$400,000 - \$424,999	2,607	3.111	78.137	1,073,800,599	4.020	54.917
\$425,000 - \$449,999	2,391	2.853	80.990	1,044,490,079	3.910	58.827
\$450,000 - \$474,999	1,982	2.365	83.355	914,626,992	3.424	62.252
\$475,000 - \$499,999	1,658	1.979	85.334	807,398,592	3.023	65.274
\$500,000 and greater	<u>12,289</u>	<u>14.666</u>	100.000	<u>9,275,605,767</u>	<u>34.726</u>	100.000
Total	83,793	100.000%		\$26,711,095,717	100.000%	

⁽¹⁾ Improved single family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: California Municipal Statistics, Inc.

Assessed Valuation by Jurisdiction

The following table is an analysis of the District's assessed valuation by jurisdiction for fiscal year 2011-12.

ASSESSED VALUATION BY JURISDICTION⁽¹⁾ Fiscal Year 2011-12 Rancho Santiago Community College District

<u>Jurisdiction:</u>	Assessed Valuation in CCD	% of CCD	Assessed Valuation of City Jurisdiction	% of Jurisdiction in CCD
City of Anaheim	\$7,490,082,658	12.89%	\$34,676,021,795	21.60%
City of Costa Mesa	812,105,249	1.40	14,118,380,437	5.75
City of Fountain Valley	188,782,132	0.32	7,036,900,784	2.68
City of Garden Grove	3,576,778,312	6.16	12,296,178,414	29.09
City of Irvine	6,349,996,787	10.93	47,136,231,043	13.47
City of Newport Beach	1,481,103,960	2.55	39,107,166,149	3.79
City of Orange	16,414,941,943	28.25	16,575,115,925	99.03
City of Santa Ana	18,127,816,595	31.20	20,100,864,489	90.18
City of Tustin	8,541,569	0.01	9,378,898,773	0.09
City of Villa Park	1,372,687,483	2.36	1,372,687,483	100.00
City of Yorba Linda	353,382,546	0.61	11,262,427,223	3.14
Unincorporated Orange County	<u>1,922,485,166</u>	<u>3.31</u>	21,509,470,987	8.94
Total Orange County	\$58,098,704,400	100.00%	\$419,698,996,703	13.84%

<u>Jurisdiction:</u>	Assessed Valuation in CCD	% of CCD	Assessed Valuation of School Jurisdiction	% of Jurisdiction in CCD
Garden Grove Unified School District	\$5,587,418,444	9.62%	\$19,737,591,118	28.31%
Orange Unified School District	27,921,207,482	48.06	27,923,280,855	99.99
Santa Ana Unified School District	24,483,583,328	42.14	24,483,583,328	100.00
Tustin Unified School District	<u>106,495,146</u>	<u>0.18</u>	19,185,779,217	0.56
Total	\$58,098,704,400	100.00%		

⁽¹⁾ Before deduction of redevelopment incremental valuation.
Source: California Municipal Statistics, Inc.

Tax Rates

A representative tax rate area ("TRA") located within the District is Tax Rate Area 8-001. The table below demonstrates the total *ad valorem* tax rates levied by all taxing entities in this TRA during the five-year period from 2006-07 through 2011-12.

TYPICAL TAX RATES
Fiscal Years 2006-07 through 2011-12
Rancho Santiago Community College District

TRA 8-001 / 2011-12 Assessed Valuation: \$3,887,244,642

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
Rancho Santiago Community College	.01911	.02373	.02253	.02735	.03141	.03146
Metropolitan Water District	<u>.00470</u>	<u>.00450</u>	<u>.00430</u>	<u>.00430</u>	<u>.00370</u>	<u>.00370</u>
Total	1.02381%	1.02823%	1.02683%	1.03165%	1.03511%	1.03516%

TRA 11-003 / 2011-12 Assessed Valuation: \$4,845,705,789

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
General	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%	1.00000%
Santa Ana Unified School District	.03915	.03585	.03212	.07388	.07167	.07147
Rancho Santiago Community College	.01911	.02373	.02253	.02735	.03141	.03146
Metropolitan Water District	<u>.00470</u>	<u>.00450</u>	<u>.00430</u>	<u>.00430</u>	<u>.00370</u>	<u>.00370</u>
Total	1.06296%	1.06408%	1.05895%	1.10553%	1.10678%	1.10663%

Source: California Municipal Statistics, Inc.

Largest Property Owners

The following table lists the 20 largest local secured taxpayers in the District in terms of their 2011-12 secured assessed valuations.

LARGEST 2011-12 LOCAL SECURED TAXPAYERS Rancho Santiago Community College District

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2011-12 Assessed Valuation</u>	<u>% of Total (1)</u>
1.	The Irvine Company	Commercial	\$670,308,386	1.25%
2.	Irvine Apartment Communities LP	Apartments	272,854,184	0.51
3.	Allergan Pharmaceuticals	Industrial	241,412,319	0.45
4.	Mainplace Shoppingtown LLC	Commercial	218,265,550	0.41
5.	Lakeshore Properties LLC	Commercial	178,972,092	0.33
6.	OTR	Commercial	158,474,328	0.29
7.	Maguire Properties-City Tower LLC	Commercial	157,768,723	0.29
8.	Kilroy Realty LP	Commercial	151,744,631	0.28
9.	Oakland-Lexington LLC	Commercial	137,024,080	0.25
10.	Orange City Mills LP	Commercial	136,342,626	0.25
11.	Central Park West Holdings LLC	Residential	133,312,911	0.25
12.	Lennar Intergulf Central Park LLC	Residential	125,670,003	0.23
13.	First American Title Insurance Co.	Commercial	118,023,457	0.22
14.	Passco TVO-S LLC	Commercial	112,907,827	0.21
15.	Meristar OC LP	Commercial	105,020,802	0.20
16.	ERP Operating LP	Apartments	101,187,144	0.19
17.	BRE Properties Inc.	Apartments	95,554,741	0.18
18.	AG/LPC Griffin Towers LP	Commercial	90,526,570	0.17
19.	Scholle Development SPE I LLC	Commercial	84,575,448	0.16
20.	Mullrock Executive Tower Fee LLC	Commercial	<u>82,722,482</u>	<u>0.15</u>
			\$3,372,668,304	6.27%

⁽¹⁾ 2011-12 local secured assessed valuation: \$53,833,231,113.

Source: California Municipal Statistics, Inc.

Statement of Direct and Overlapping Debt

Set forth on the following page is a direct and overlapping debt report (the "Debt Report") prepared by California Municipal Statistics, Inc. dated as of October 1, 2011. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

The table shows the percentage of each overlapping entity's assessed value located within the boundaries of the District. The table also shows the corresponding portion of the overlapping entity's existing debt payable from property taxes levied within the District. The total amount of debt for each overlapping entity is not given in the table.

The first column in the table names each public agency which has outstanding debt as of the date of the report and whose territory overlaps the District in whole or in part. The second column shows the percentage of each overlapping agency's assessed value located within the boundaries of the District. This percentage, multiplied by the total outstanding debt of each overlapping agency (which is not shown in the table) produces the amount shown in the third column, which is the apportionment of each overlapping agency's outstanding debt to taxable property in the District.

**STATEMENT OF DIRECT AND OVERLAPPING BONDED DEBT
Rancho Santiago Community College District**

2011-12 Assessed Valuation: \$58,098,704,400
 Redevelopment Incremental Valuation: 9,894,151,742
 Adjusted Assessed Valuation: \$48,204,552,658

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 10/1/11</u>
Metropolitan Water District	2.667%	\$6,009,684
Rancho Santiago Community College District	100.000	305,120,660 ⁽¹⁾
Garden Grove Unified School District	21.562	27,707,204
Santa Ana Unified School District	100.000	302,027,117
Tustin Unified School District School Facilities Improvement District No. 2002-1 and 2008-1	0.068 & 0.984	522,823
City of Anaheim	24.680	786,058
Irvine Ranch Water District, I.D. Nos. 105 and 250	5.184 & 0.247	7,095,642
Community Facilities Districts	0.199-100.000	92,625,007
City 1915 Act Bonds	100.000	<u>695,000</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$742,589,195
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Orange County General Fund Obligations	12.794%	\$33,650,523
Orange County Pension Obligations	12.794	6,080,394
Orange County Board of Education Certificates of Participation	12.794	2,430,860
Municipal Water District of Orange County Water Facilities Corporation	8.601	1,044,591
Orange Unified School District Certificates of Participation and Benefit Obligations	99.991	140,702,336
Santa Ana Unified School District Certificates of Participation	100.000	52,212,863
Tustin Unified School District Certificates of Participation	0.618	30,931
City of Anaheim General Fund Obligations	24.680	139,199,510
City of Garden Grove General Fund Obligations	25.999	7,521,511
City of Orange General Fund Obligations	99.892	2,861,906
City of Santa Ana General Fund Obligations	89.717	86,662,136
Other City General Fund Obligations	Various	7,185,279
Irvine Ranch Water District Certificates of Participation	9.952	<u>8,100,928</u>
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$487,683,768
Less: MWDOC Water Facilities Corporation (100% supported)		1,044,591
City of Anaheim supported obligations		136,220,634
City of Santa Ana supported obligations		<u>6,006,553</u>
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$344,411,990
 GROSS COMBINED TOTAL DEBT		\$1,230,272,963 ⁽²⁾
NET COMBINED TOTAL DEBT		\$1,087,001,185

(1) Excludes issue to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and tax allocation bonds and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Ratios to 2011-12 Assessed Valuation:

Direct Debt (\$305,120,660)..... 0.53%
 Total Direct and Overlapping Tax and Assessment Debt 1.28%

Ratios to Adjusted Assessed Valuation:

Gross Combined Total Debt 2.55%
 Net Combined Total Debt..... 2.25%

STATE SCHOOL BUILDING AID REPAYABLE AS OF 6/30/11: \$0

Source: California Municipal Statistics, Inc.

FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA

The information in this section concerning State funding of community colleges is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from State revenues. The Bonds are payable from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof.

Major Revenues

General. California community college districts (other than Basic Aid Districts, as described below) receive, on average, approximately 52 percent of their funds from the State, 44 percent from local sources, and 4 percent from federal sources. State funds include general apportionment, categorical funds, capital construction, the lottery (which is less than 3 percent), and other minor sources. Local funds include property taxes, student fees, and miscellaneous sources.

A bill passed the State's legislature ("SB 361"), and signed by the Governor on September 29, 2006, established the present system of funding for community college districts. This system includes allocation of state general apportionment revenues to community college districts based on criteria developed by the Board of Governors of the California Community Colleges (the "Board of Governors") in accordance with prescribed statewide minimum requirements. In establishing these minimum requirements, the Board of Governors was required to acknowledge community college districts' need to receive an annual allocation based on the number of colleges and comprehensive centers in each respective district, plus funding received based on the number of credit and noncredit full time equivalent students ("FTES") in each district.

SB 361 also specifies that, commencing with the 2006-07 fiscal year the minimum funding per FTES will be: (a) not less than \$4,367 per credit FTES (subject to cost of living adjustments funded through the budget act in subsequent fiscal years); (b) at a uniform rate of \$2,626 per noncredit FTES (adjusted for the change in cost of living provided in the budget act in subsequent fiscal years); and (c) set at \$3,092 per FTES (adjusted for the change in cost of living provided in the budget act in subsequent fiscal years) for a new instructional category of "career development and college preparation" ("CDCP") enhanced non-credit rate. Pursuant to SB 361, the Chancellor of the California Community Colleges (the "Chancellor") developed criteria for one-time grants for districts that would have received more funding under the prior system or a proposed rural college access grant, than under the new system.

The District's base revenue per credit unit of FTES for 2008-09, 2009-10 and 2010-11 were approximately \$4,564.83, \$4,564.83, and \$4,564.83 respectively, and per CDCP enhanced non-credit unit of FTES for the same years were, on average, approximately \$3,232.07, \$3,232.07 and \$3,232.07 respectively, and per non-credit unit of FTES for the same years were approximately \$2,744.96, \$2,744.96, and \$2,744.96. The District projects, on average, that its respective base revenue per credit unit of FTES for 2011-12 will be \$4,564.83, that its base revenue per CDCP enhanced non-credit unit of FTES will be 3,232.07 and that its base revenue per non-credit unit of FTES will be \$2,744.96.

Local revenues are first used to satisfy District expenditures. The major local revenue source is local property taxes that are collected from within District boundaries. Student enrollment fees from the local community college district generally account for the remainder of local revenues for the District. Property taxes and student enrollment fees are applied towards fulfilling the District's financial need. Once these sources are exhausted, State funds are used. State aid is subject to the appropriation of funds in the State's annual budget. Decreases in State revenues may affect appropriations made by the legislature

to the District. The sum of the property taxes, student enrollment fees, and State aid generally comprise the District's revenue limit.

"Basic Aid" community college districts are those districts whose local property tax and student enrollment fee collections exceed the revenue allocation determined by the program-based model. Basic Aid districts do not receive any funds from the State. The current law in California allows these districts to keep the excess funds without penalty. The implication for Basic Aid districts is that the legislatively determined annual cost of living adjustment and other politically determined factors are less significant in determining such districts' primary funding sources. Rather, property tax growth and the local economy become the determinant factors. The District is not a Basic Aid district.

A small part of a community college district's budget is from local sources other than property taxes and student enrollment fees, such as interest income, donations and sales of property. Every community college district receives the same amount of lottery funds per pupil from the State, however, these are not categorical funds as they are not for particular programs or students. The initiative authorizing the lottery does require the funds to be used for instructional purposes, and prohibits their use for capital purposes.

Tax Shifts and Triple Flip

Assembly Bill No. 1755 ("AB 1755"), introduced March 10, 2003 and substantially amended June 23, 2003, requires the shifting of property taxes between redevelopment agencies and schools, including community college districts. On July 29, 2003, the Assembly amended Senate Bill No. 1045 to incorporate all of the provisions of AB 1755, except that the Assembly reduced the amount of the required Education Revenue Augmentation Fund ("ERAF") shift to \$135 million. Legislation commonly referred to as the "Triple Flip" was approved by the voters on March 2, 2004, as part of a bond initiative formally known as the "California Economic Recovery Act." This act authorized the issuance of \$15 billion in bonds to finance the 2002-03 and 2003-04 State budget deficits, which are payable from a fund established by the redirection of tax revenues through the "Triple Flip." Under the "Triple Flip," one-quarter of local governments' one percent share of the sales tax imposed on taxable transactions within their jurisdiction is redirected to the State. In an effort to eliminate the adverse impact of the sales tax revenue redirection on local government, the legislation redirects property taxes in the ERAF to local government. Because the ERAF monies were previously earmarked for schools, the legislation provides for schools to receive other state general fund revenues.

Budget Procedure

On or before September 15, the Board of Trustees of the District is required under Section 58305 of the California Code of Regulations, Title V, to adopt a balanced budget. Each September, every State agency, including the Chancellor's Office of the California Community Colleges, submits to the Department of Finance ("DOF") proposals for changes in the State budget. These proposals are submitted in the form of Budget Change Proposals ("BCPs"), involving analyses of needs, proposed solutions and expected outcomes. Thereafter, the DOF makes recommendations to the governor, and by June 10 a proposed State budget is presented by the governor to the legislature. The Governor's Budget is then analyzed and discussed in committees and hearings begin in the State Assembly and Senate. In May, based on the debate, analysis and changes in the economic forecasts, the governor issues a revised budget with changes he or she can support. The law requires the legislature to submit its approved budget by June 15, and by June 30 the governor should announce his or her line item reductions and sign the State budget. In response to growing concern for accountability and with enabling legislation (AB 2910, Chapter 1486, Statutes of 1986), the statewide governing board of the California community colleges (the "Board of Governors") and the Chancellor's Office have established expectations for sound district fiscal management and a process for monitoring and evaluating the financial condition to ensure the financial health of California's community college districts. In accordance with statutory and regulatory provisions, the Chancellor has been given the responsibility to identify districts at risk and, when necessary, the authority to intervene to bring about improvement in their financial condition. To stabilize a district's financial condition, the Chancellor may, as a last resort, seek an appropriation for an emergency apportionment.

The monitoring and evaluation process is designed to provide early detection and amelioration that will stabilize the financial condition of a district before an emergency apportionment is necessary. This is accomplished by (1) assessing the financial condition of districts through the use of various information sources and (2) taking appropriate and timely follow-up action to bring about improvement in a district's financial condition, as needed. A variety of instruments and sources of information are used to provide a composite of each district's financial condition, including quarterly financial status reports, annual financial and budget reports, attendance reports, annual district audit reports, district input and other financial records. In assessing each district's financial condition, the Chancellor will pay special attention to each district's general fund balance, spending pattern, and full-time equivalent student patterns. Those districts with greater financial difficulty will receive follow-up visits from the Chancellor's Office where financial solutions to the district's problems will be addressed and implemented.

The following table shows the District's general fund budgets for fiscal years 2008-09 through 2011-12 and the District's unaudited actual results for fiscal years 2008-09 and 2010-11. For further information, see also "APPENDIX A – EXCERPTS FROM THE 2010-11 AUDITED FINANCIAL STATEMENTS OF THE DISTRICT."

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Comparison of General Fund Budgets for
Fiscal Years 2008-09 Through 2011-12 and
Ending Results for Fiscal Years 2008-09 Through 2010-11

	<u>2008-09</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2010-11</u>	<u>2011-12</u>
	<u>Budgeted⁽¹⁾</u>	<u>Unaudited⁽¹⁾</u>	<u>Budgeted⁽¹⁾</u>	<u>Unaudited⁽¹⁾</u>	<u>Budgeted⁽¹⁾</u>	<u>Unaudited⁽¹⁾</u>	<u>Budgeted⁽²⁾</u>
REVENUES:							
Federal Revenues	\$12,000,705	\$10,575,709	\$14,255,279	\$12,374,630	\$9,885,271	\$12,408,972	\$10,111,452
State Revenues	116,160,862	111,677,565	100,956,478	101,725,549	90,639,747	105,286,108	96,349,361
Local Revenues	<u>54,594,725</u>	<u>54,247,852</u>	<u>50,095,258</u>	<u>59,077,378</u>	<u>57,761,835</u>	<u>53,397,957</u>	<u>53,570,371</u>
TOTAL REVENUES	182,756,292	176,501,126	165,307,015	173,177,557	158,286,853	171,093,037	160,031,184
EXPENDITURES:							
Academic Salaries	66,612,734	68,289,248	61,758,680	61,398,378	60,075,029	60,834,169	58,383,802
Classified Salaries	45,278,599	43,352,134	39,307,043	36,992,259	37,663,123	35,215,305	37,354,631
Employee Benefits	35,715,320	33,833,185	35,499,627	32,190,311	37,427,168	34,326,563	40,570,544
Supplies and Materials	3,725,456	2,359,885	2,789,766	1,986,601	2,802,485	2,451,654	2,807,689
Other Operating Expenses and Services	30,170,266	23,107,916	28,008,292	20,111,331	24,629,048	18,451,140	25,181,276
Capital Outlay	<u>5,131,216</u>	<u>2,197,806</u>	<u>3,471,249</u>	<u>2,947,418</u>	<u>2,516,055</u>	<u>2,885,151</u>	<u>2,628,745</u>
TOTAL EXPENDITURES	186,633,591	173,140,174	170,834,657	155,626,298	165,112,908	154,163,982	166,926,687
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(3,877,299)	3,360,952	(5,527,642)	17,551,259	(6,826,055)	16,929,055	(6,895,503)
OTHER FINANCING SOURCES (USES)	141,595	16,237	141,595	18,428	16,500	17,279	16,500
OTHER OUTGO	(2,731,928)	(2,197,473)	(2,031,853)	(2,245,924)	(2,232,114)	(2,057,832)	(2,033,178)
NET INCREASE (DECREASE) IN FUND BALANCE	(6,467,632)	1,179,716	(7,417,900)	15,323,763	(9,041,669)	14,888,502	(8,912,181)
BEGINNING FUND BALANCE, JULY 1	<u>15,687,397</u>	<u>15,687,397</u>	<u>16,867,113</u>	<u>16,867,113</u>	<u>32,190,876</u>	<u>32,190,876</u>	<u>47,079,378</u>
ENDING FUND BALANCE, JUNE 30	<u>\$9,219,765</u>	<u>\$16,867,113</u>	<u>\$9,449,213</u>	<u>\$32,190,876</u>	<u>\$23,149,207</u>	<u>\$47,079,378</u>	<u>\$38,167,197</u>

⁽¹⁾ 2008-09 through 2010-11 General fund budget and unaudited actual results from the District's Annual Financial and Budget Reports, Form CCFPS-311. Unaudited results for fiscal years 2008-09 and 2010-11 in object-oriented format provided for comparison. For audited results of fiscal years 2006-07 through 2010-11 in revised reporting format, see "RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT - Comparative Financial Statements."
⁽²⁾ Adopted by the Board of Trustees on September 12, 2011.
Source: *Rancho Santiago Community College District.*

Minimum Funding Guarantees for California Community College Districts Under Propositions 98 and 111

General. In 1988, California voters approved Proposition 98, an initiative that amended Article XVI of the State Constitution and provided specific procedures to determine a minimum guarantee for annual K-14 funding. The constitutional provision links the K-14 funding formulas to growth factors that are also used to compute the State appropriations limit. Proposition 111 (Senate Constitutional Amendment 1), adopted in May 1990, among other things, changed some earlier school funding provisions of Proposition 98 relating to the treatment of revenues in excess of the State spending limit and added a third funding "test" to calculate the annual funding guarantee. This third calculation is operative in years in which general fund tax revenue growth is weak. The amendment also specified that under Test 2 (see below), the annual cost of living adjustment ("COLA") for the minimum guarantee for annual K-14 funding would be the change in California's per-capita personal income, which is the same COLA used to make annual adjustments to the State appropriations limit (Article XIII B).

Calculating Minimum Funding Guarantee. There are currently three tests which determine the minimum level of K-14 funding. Under implementing legislation for Proposition 98 (AB 198 and SB 98 of 1989), each segment of public education (K-12 districts, community college districts, and direct elementary and secondary level instructional services provided by the State) has separately calculated amounts under the Proposition 98 tests. The base year for the separate calculations is 1989-90. Each year, each segment is entitled to the greater of the amounts separately computed for each under Test 1 or 2. Should the calculated amount under Proposition 98 guarantee (K-14 aggregated) be less than the sum of the separate calculations, then the Proposition 98 guarantee amount shall be prorated to the three segments in proportion to the amount calculated for each. This statutory split has been suspended in every year beginning with 1992-93. In those years, community colleges received less than was required from the statutory split.

Test 1 guarantees that K-14 education will receive at least the same funding share of the State general fund budget it received in 1986-87. Initially, that share was just over 40 percent. Because of the major shifts of property tax from local government to community colleges and K-12 which began in 1992-93 and increased in 1993-94, the percentage dropped to 33.0%.

Test 2 provides that K-14 education will receive as a minimum, its prior-year total funding (including State general fund and local revenues) adjusted for enrollment growth ("ADA") and per-capita personal income COLA.

A third formula, established pursuant to Proposition 111 as "Test 3," provides an alternative calculation of the funding base in years in which State per-capita General Fund revenues grow more slowly than per-capita personal income. When this condition exists, K-14 minimum funding is determined based on the prior-year funding level, adjusted for changes in enrollment and COLA where the COLA is measured by the annual increase in per-capita general fund revenues, instead of the higher per-capita personal income factor. The total allocation, however, is increased by an amount equal to one-half of one percent of the prior-year funding level as a funding supplement.

In order to make up for the lower funding level under Test 3, in subsequent years K-14 education receives a maintenance allowance equal to the difference between what should have been provided if the revenue conditions had not been weak and what was actually received under the Test 3 formula. This maintenance allowance is paid in subsequent years when the growth in per-capita State tax revenue outpaces the growth in per-capita personal income.

The enabling legislation to Proposition 111, Chapter 60, Statutes of 1990 (SB 98, Garamendi), further provides that K-14 education shall receive a supplemental appropriation in a Test 3 year if the annual growth rate in non-Proposition 98 per-capita appropriations exceeds the annual growth rate in per-pupil total spending.

State Assistance

California community college districts' principal funding formulas and revenue sources are derived from the budget of the State of California. The following information concerning the State's budgets has been obtained from publicly available information which the District believes to be reliable; however, the District does not guaranty the accuracy or completeness of this information and has not independently verified such information. Furthermore, it should not be inferred from the inclusion of this information herein that the principal of or interest on the Bonds is payable from the General Fund of the District. The Bonds are payable solely from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof.

Senate Bill 70. On March 24, 2011, the Governor signed into law Senate Bill 70 ("SB 70"), which implements several provisions included in the Governor's proposed budget for fiscal year 2011-12 (the "Proposed Budget"). Significant features of SB 70 relating to the funding of community college districts include the following:

- SB 70 raises minimum student fees from \$26 per credit to \$36 per credit.
- SB 70 extends, for an additional two fiscal years, existing flexibility options available to community college districts with respect to the use of specified categorical program funding for any general education purpose.
- SB 70 authorizes several new cross-fiscal year deferrals of State apportionments, as follows: (1) \$21.5 million to be deferred from January to October, (2) \$21.5 million to be deferred from February to October, (3) \$43 million to be deferred from March to October, (4) \$21.5 million to be deferred to from April to October, and (5) \$21.5 million to be deferred from May to October. Together with existing intra-fiscal year deferrals totaling \$221.5 million, the total amount of State apportionment deferred across fiscal years is \$961 million. These deferrals are also in addition to existing inter-fiscal year deferrals applicable to fiscal years 2010-11 and 2011-12. See "FUNDING OF COMMUNITY COLLEGE DISTRICTS IN CALIFORNIA – State Cash Management Legislation" herein
- With respect to the existing \$221.5 million June-to-July deferral, SB 70 implements hardship provisions for certain community college districts. Up to \$52 million of such deferral may be paid out in June to community college districts that certify they will be unable to meet their financial obligations absent receipt of the apportionment.
- SB 70 authorizes the State Director of Finance to adjust the State's Proposition 98 calculation to ensure that any shift in property taxes previously received by redevelopment agencies does not affect the State's minimum funding obligations under Proposition 98.

The full text of SB 70 is available at <http://www.leginfo.ca.gov/bilinfo>. However, such information is not incorporated herein by any reference.

2011-12 Budget. The 2011-12 Budget Act (the “2011-12 Budget”) was signed into law by the Governor on June 30, 2011. The Department of Finance has released its summary of the 2011-12 Budget (the “Department of Finance Report”). The following information is drawn from the Department of Finance Report.

The 2011-12 Budget seeks to close the \$26.6 billion deficit identified in the Governor’s May revision to the proposed State budget for fiscal year 2011-12 (the “May Revision”) through a combination of measures totaling \$27.2 billion. Specifically, the 2011-12 Budget includes \$15 billion of expenditure reductions, \$900 million of targeted revenue increases, \$2.9 billion of other measures and a positive adjustment to the State’s revenue outlook totaling \$8.3 billion.

The 2011-12 Budget reports that the State economy has continued to improve, with tax collections approximately \$1.2 billion above the amounts projected by the May Revision. As a result, the 2011-12 Budget projects an additional \$4 billion in revenues during fiscal year 2011-12. Although the 2011-12 Budget does not include any of the Governor’s proposed tax extensions, the administration states that it plans to seek voter approval of a ballot measure, by November of 2012, which would protect public safety realignment and supplement the State’s revenues.

With the implementation of all measures, the 2011-12 Budget assumes, for fiscal year 2010-11, year-end revenues of \$94.8 billion and expenditures of \$91.5 billion. The 2011-12 Budget also assumes the State ended fiscal year 2010-11 with a budget deficit of \$2 billion. For fiscal year 2011-12, the 2011-12 Budget projects total revenues of \$88.5 billion and authorizes total expenditures of \$85.9 billion. The 2011-12 Budget projects that the State will end fiscal year 2011-12 with a \$543 million surplus.

The 2011-12 Budget also includes a series of “trigger” reductions that are authorized to be implemented in the event the State’s revenues are less than forecasted. The first series of reductions, totaling approximately \$600 million, would be implemented by January of 2012 if State revenues fall short of projections by more than \$1 billion. If by January of 2012 revenues are projected to fall short by more than \$2 billion, a second series of reductions totaling approximately \$1.9 billion would be implemented.

As part of the first series of “trigger” reductions, the 2011-12 Budget authorizes a reduction of \$30 million to community college apportionments which would be offset by a \$10 increase in per-credit student fees. As part of the second series of “trigger” reductions, the 2011-12 Budget authorizes a further reduction of \$72 million to community college apportionments.

Total Proposition 98 funding is decreased in fiscal year 2011-12 to \$48.7 billion, including \$32.8 billion from the State general fund, which reflects a decrease from the prior year of \$1.1 billion. This decrease is a net figure reflective of all budgetary actions taken with respect to the State’s share of Proposition 98 funding, including increases in baseline revenues, redirection of certain sales tax revenues related to the realignment of public safety programs, and the rebenching of the Proposition 98 minimum funding guarantee (discussed below). The 2011-12 Budget implements a net reduction of \$419 million to State general fund apportionments for community colleges resulting from a base reduction of \$400 million and a new deferral of \$129 million, both of which are offset by \$110 million in projected funding from increased student fees.

The 2011-12 Budget rebenches the Proposition 98 minimum funding guarantee to account for the following: (i) an increase of \$221.8 million, as part of the realignment of public programs from the State to local governments, to fund the delivery of certain mental health services by school districts, (ii) an increase of \$578.1 million to backfill general fund revenues lost from the suspension of sales and excise taxes on motor vehicle fuels, and (iii) a decrease of \$1.1 billion to reflect the exclusion of most child care

programs from Proposition 98. The minimum funding guarantee is also rebenchmarked to account for a \$1.7 billion decrease in State general fund revenues as a result of ABx1 27, a companion bill to the 2011-12 Budget. ABx1 27 authorizes redevelopment agencies to continue operations provided their establishing cities or counties agree to make a specified payment to school districts and county offices of education, which totals \$1.7 billion statewide. Pursuant to ABx1 26 (another companion bill to the 2011-12 Budget), redevelopment agencies whose establishing cities or counties elect not to make such payments will be required to shut down, and any net tax increment revenues, after payment of redevelopment bonds debt service and administrative costs, will be distributed to cities, counties, special districts and school districts. Following litigation challenging the constitutionality of both ABx1 26 and ABx1 27, the Supreme Court of California invalidated the provisions of ABx1 27. See “—Recent Litigation Regarding State Budgetary Provisions.”

Additional information regarding the 2011-12 Budget is available from the Department of Finance’s website: www.dof.ca.gov. However, such information is not incorporated herein by any reference.

Recent Litigation Regarding State Budgetary Provisions. On July 18, 2011, the California Redevelopment Association, the League of California Cities, and the Cities of Union City and San Jose filed petition for a writ of mandate (the “CRA Petition”) with the Supreme Court of California alleging that ABx1 26 and ABx1 27 violate the California Constitution, as amended by Proposition 22. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES – Proposition 1A and Proposition 22.” The petitioners alleged, among other things, that ABx1 26 and ABx1 27 seek to illegally divert tax increment revenue from redevelopment agencies by threatening such agencies with dissolution if payments are not made to support the State’s obligation to fund education. The CRA Petition was accompanied by an application for a stay seeking to delay implementation of the provisions of ABx1 26 and ABx1 27 until the claims are adjudicated. On December 29, 2011, the Supreme Court upheld the legality of ABx1 26, reasoning that the Legislature has broad powers to establish or dissolve local agencies as it sees fit. The Court, however, invalidated ABx1 27 on the grounds that the payments required of redevelopment agencies in order to remain in existence could not be characterized as voluntary, and thus violated Proposition 22.

On September 28, 2011, the California School Boards Association, the Association of California School Administrators, the Los Angeles Unified School District, the San Francisco Unified School District and the Turlock Unified School District filed a petition for a writ of mandate in the Superior Court of the State of California in and for the County of San Francisco (the “CSBA Petition”). The petitioners allege that the 2011-12 Budget improperly diverted sales tax revenues away from the State general fund, resulting in a reduction to the minimum funding guarantee of approximately \$2.1 billion. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – State Budget Measures – 2011-12 Budget.” The CSBA Petition seeks an order from the Court compelling the State Director of Finance, Superintendent of Public Instruction and the State Controller to recalculate the minimum funding guarantee in accordance with the provisions of the California Constitution.

The District makes no representations regarding the viability of the claims in either the CRA Petition or the CSBA Petition, nor, with respect to the CSBA Petition, can the District predict whether any of the respective petitioners will be successful. Moreover, the District makes no representations as to how any final decision by the respective courts would affect the State’s ability to fund education in fiscal year 2011-12, or in future fiscal years.

Fiscal Outlook Report. On November 16, 2011, the LAO released a report entitled “The 2012-13 Budget: California’s Fiscal Outlook” (the “Fiscal Outlook Report”), which includes updated

expenditure and revenue projections for fiscal year 2011-12. The following information has been adapted from the Fiscal Outlook Report.

The Fiscal Outlook Report provides the LAO's projections of the State's General Fund revenues and expenditures for fiscal years 2011-12 through 2016-17 under current law, absent any actions to close the projected State budgetary deficit, as further discussed below. The LAO's projections primarily reflect current-law spending requirements and tax provisions, while relying on the LAO's independent assessment of the outlook for the State's economy, demographics, revenues, and expenditures.

The LAO currently forecasts total State revenues of \$84.8 billion, approximately \$3.7 billion less than the \$88.5 billion figure included in the 2011-12 Budget. The LAO also forecasts total expenditures of \$85.3 billion, slightly below the \$85.9 billion included in the 2011-12 Budget. Absent corrective action, the LAO estimates that the State will face a projected year-end deficit of approximately \$3 billion, as compared to the \$543 million year-end surplus assumed by the 2011-12 Budget.

The LAO's estimates with respect to fiscal year 2011-12 are informed in part by the following:

- As a result of the revised revenue forecast, the LAO assumes the implementation of \$2 billion in midyear "trigger" reductions, as required by the 2011-12 Budget. This includes the implementation of all first tier trigger reductions, totaling \$600 million. The LAO also assumes the implementation of approximately \$1.4 billion of second tier trigger reductions, including a \$248 million reduction in home-to-school transportation funding, a \$72 million reduction to community college apportionments, and a \$1.1 billion reduction to K-12 revenue limit funding. The reduction to revenue limit funding reflects a pro-rated implementation of the second tier trigger reductions, based on the LAO's revenue forecast. The final extent of the reductions are determined upon the release of the Department of Finance's December 2011 revenue forecast. See "—Department of Finance Revenue Forecast" herein.
- The LAO's forecast generally assumes that the State will prevail in current, on-going litigation regarding certain provisions of the 2011-12 Budget. See "—Recent Litigation Regarding State Budgetary Provisions" above. However, the LAO assumes that the State will only realize \$1.4 billion of additional general fund revenues from the elimination of redevelopment agencies, rather than the \$1.7 billion figure included in the 2011-12 Budget.
- The Fiscal Outlook Report does not assume the passage of the Governor's proposed tax extensions at the November 2012 election. The LAO notes that, under the provisions of the 2011-12 Budget, if no such ballot measure is passed, the State would be required to provide an additional \$2 billion of settle-up payments to K-12 education, reflecting a like increase to the Proposition 98 minimum funding guarantee for fiscal year 2011-12.
- The LAO also assumes (i) higher Medi-Cal costs of approximately \$400 million, and (ii) that the State will be unable to reduce departmental costs by \$250 million, as projected by the 2011-12 Budget.

Additional information regarding the Fiscal Outlook Report may be obtained from the LAO at www.lao.ca.gov. However, such information is not incorporated herein by any reference.

Department of Finance Revenue Forecast. On December 13, 2011, the Department of Finance released its revised revenue forecast for fiscal year 2011-12. The Department of Finance currently

estimates total State revenues of \$86.2 billion, or approximately \$2.2 billion lower than the total revenues projected by the 2011-12 Budget. As such, the State Director of Finance has implemented most of the "trigger" reductions approved by the 2011-12 Budget. Specifically, the Director of Finance implemented most of the first tier trigger reductions, totaling \$581 million, including reductions to community college apportionments (\$30 million) and Proposition 98 funding for child care (\$5.9 million). The Director of Finance also implemented the second tier trigger reductions to community college apportionments (\$72 million), and home-to-school transportation funding (\$248 million). Significantly, the Director of Finance elected not to implement the bulk of the \$1.5 billion second tier reduction to school district revenue limit funding, limiting it to \$79.6 million.

Additional information regarding the Department of Finance's revenue forecast may be obtained at www.dof.ca.gov. However, such information is not incorporated herein by any reference.

Proposed 2012-13 Budget. On January 5, 2012, the Governor released his proposed State budget for fiscal year 2012-13 (the "Proposed Budget"). On January 11, 2012, the LAO released its summary of the Proposed Budget. The following information is drawn from the LAO's summary.

The Proposed Budget estimates that, absent corrective action, the State will end 2011-12 with a total deficit of \$4.1 billion. For fiscal year 2012-13, the Proposed Budget projects that State expenditures will exceed baseline revenues by approximately \$5.1 billion, bringing the total deficit to \$9.2 billion.

To bridge the gap, the Proposed Budget includes \$10 billion of proposed measures affecting both fiscal years 2011-12 and 2012-13. These measures include \$4 billion of expenditure reductions, \$4.6 billion of revenue increases, and \$1.4 billion of other solutions. With the implementation of all measures, the Proposed Budget assumes, for fiscal year 2011-12, year-end revenues of \$85.5 billion and expenditures of \$86.5 billion. The State is also projected to end fiscal year 2011-12 with a budget deficit of \$1.7 billion. For fiscal year 2012-13, the Proposed Budget projects total available revenues of \$94.4 billion and would authorize total expenditures of \$92.6 billion. The State is also projected to end the year with a \$1.1 billion reserve. As with the 2011-12 Budget, the Proposed Budget assumes an accelerated approval process with a target date of March 1 for the Legislature to approve some or all of the Governor's proposals.

The LAO notes that the cornerstone of the Proposed Budget is voter approval of temporary tax increases at the November 2012 election. The Governor proposes to increase personal income tax ("PIT") rates on the State's wealthiest taxpayers by 1%, 1.5% or 2%, depending on filing status and total income, as well as temporary increase of the State sales and use tax by 0.5%. These tax increases are projected to generate an additional \$2.2 billion in fiscal year 2011-12 and \$4.7 billion in fiscal year 2012-13.

The Proposed Budget would also authorize \$5.4 billion in trigger cuts, to be implemented if these proposed tax increases are rejected by the voters. The trigger cuts include (i) a total reduction to the Proposition 98 minimum funding guarantee of \$4.8 billion (including \$2.4 billion in programmatic funding), (ii) a \$200 million reduction to each of the University of California and California State University systems, (iii) a \$125 million reduction to State courts, (iv) a \$15 million reduction to the Department of Forestry and Fire Protection, (v) a \$7 million reduction to Department of Water Resources flood control programs, (vi) a \$1 million reduction to Department of Justice law enforcement programs, and (vii) unallocated reductions to the Department of Fish and Game (\$4 million) and Department of Parks and Recreation (\$2 million). If implemented, these cuts would become effective as of January 1, 2013.

Assuming the passage of the Governor's tax proposals, the Proposition 98 minimum funding guarantee for fiscal year 2011-12 would be set at \$47.6 billion, including \$32.6 billion from the State general fund. For fiscal year 2012-13, the Proposed Budget would set total Proposition 98 funding at \$52.5 billion, including \$37.5 billion from the State general fund. This would represent a net increase of \$4.9 billion (or 10%) from the prior year.

To arrive at these funding levels, the Proposed Budget makes a permanent adjustment, or "rebenching," to the Proposition 98 minimum funding guarantee to reflect a \$1 billion increase in local property taxes resulting from the elimination of redevelopment agencies pursuant to ABx1 26. These increased property taxes would offset State general fund expenditures on K-14 education. The minimum funding guarantee would also be decreased by \$544 million, primarily by reversing the existing policy that holds the minimum funding guarantee harmless from the elimination of the sales tax on gasoline.

Significant features of the Proposed Budget as it relates to the funding of education include the following:

- *Apportionment Deferral Reduction.* The Proposed Budget would provide an increase of \$218.3 million of funding in fiscal year 2012-13 to partially restore State apportionment funding that is currently subject to deferrals. The Proposed Budget indicates that this increase is contingent on the approval of the Governor's proposed tax increases.
- *Cost-of-Living Adjustment; Enrollment Growth.* The Proposed Budget would not provide a cost-of-living adjustment for any K-14 program during fiscal year 2012-13. The Proposed Budget would also provide no enrollment growth funding for community college districts.
- *Program Flexibility.* The Proposed Budget would provide flexibility for community college districts to use almost all categorical program funding for any educational purpose. Under the Proposed Budget, only three programs—Disabled Students, Foster Care Education, and Telecommunications and Technology Services—would remain restricted.
- *K-14 Mandates.* The Proposed Budget also includes a proposal to eliminate 31 of 57 existing K-14 educational mandates. The remaining 26 educational mandates would be suspended, though school districts and community college districts could undertake the activities required by these remaining mandates in exchange for additional funding. Such additional funding would be provided through a new \$200 million block grant, composed of \$178 million in funding for school districts and \$22 million for community college districts. Districts that choose to receive this funding would receive a per-student allocation. The Proposed Budget indicates that an auditing and compliance process will be established to ensure grant recipients undertake the required activities.

The LAO expresses concern regarding several features of the Proposed Budget. The LAO notes that the Proposed Budget's baseline revenue projections are higher than those calculated by the LAO as part of its November 2011 revenue forecast. See "—Fiscal Outlook Report" above. Specifically, the Proposed Budget projects \$1.5 billion more of such revenues in 2011-12, and \$3.2 billion more in 2012-13. The LAO indicates that this variance is due largely to differences in how the LAO and the Department of Finance project PIT collections from high-income taxpayers. Accordingly, the LAO indicates that the Proposed Budget may overstate growth in State revenues in future years, including the

projected revenue growth that would result from the Governor's proposed tax increases. With respect to fiscal year 2012-13, the LAO projects that these proposed tax increases would generate \$2.1 billion less than what is assumed by the Proposed Budget.

The LAO also expresses concerns regarding the uncertainty generated by the proposed trigger cuts to education funding. The LAO notes that school districts and community college districts have limited ability to downsize operations midyear, and as such would likely be unable to bear the brunt of the proposed trigger reductions. Districts will therefore be compelled to adopt budgets that assume the trigger reductions are implemented, resulting in the overall programmatic reductions the Proposed Budget seeks to avoid.

Additional information regarding the Proposed Budget is available from the LAO's website: www.lao.ca.gov. However, such information is not incorporated herein by any reference.

Future Actions. The District cannot predict the impact such actions, or future actions, will have on State revenues available in the current or future years for education. The State budget will be affected by national and State economic conditions and other factors over which the District will have no control. Certain actions or results could produce a significant shortfall of revenue and cash, and could consequently impair the State's ability to fund schools. Continued State budget shortfalls in future fiscal years may also have an adverse financial impact on the financial condition of the District.

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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

The information in this section concerning the operations of the District and the District's finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the General Fund of the District. The Bonds are payable only from the proceeds of an ad valorem tax levied by the County for the payment thereof. See "THE BONDS – Security and Sources of Payment."

Introduction

The Rancho Santiago Community College District (the "District") was established in 1971, and is composed of approximately 193 square miles in Orange County. The District maintains two comprehensive community colleges, each providing collegiate level instruction across a wide spectrum of subjects. Santa Ana College, founded in 1915, is located in Santa Ana and Santiago Canyon College, founded in 1997, is located in Orange. The District also provides comprehensive college and continuing education programs at the Centennial Education Center, the Orange Education Center, the Santa Ana College Orange County Sheriff's Regional Training Academy, the Digital Media Center, and various other sites throughout the District. The District has approximately 44,107 full and part-time students, serves a resident population of over 600,000, and includes portions of Santa Ana, Orange, Anaheim, Irvine, Garden Grove, Newport Beach, Villa Park, Costa Mesa, Fountain Valley and Yorba Linda. The District has a 2011-12 assessed valuation of \$58,098,704,400.

Administration

The governing board of the District is called the Board of Trustees (the "Board"). The Board includes seven voting members elected by the voters of the District (the "Trustees"). The Trustees serve staggered four-year terms. Elections for Trustee positions to the Board are held every two years, alternating between three and four available positions. Current Trustees, together with their office and the date their term expires, are listed below:

<u>Board Member</u>	<u>Office</u>	<u>Term Expires</u>
Phillip E. Yarbrough	President	2014
Mark McLoughlin, CPSM	Vice President	2012
Arianna P. Barrios	Clerk	2012
Brian E. Conley, M.A.	Member	2012
R. David Chapel, Ed.D.	Member	2012
John R. Hanna	Member	2014
Lawrence R. Labrado	Member	2014

The Chancellor of the District is appointed by the Board and reports to the Board. The Chancellor is responsible for management of the District's day-to-day operations and supervises the work of other key administrators.

Brief biographies of the Chancellor and certain key administrators follow:

Dr. Raúl Rodríguez, Chancellor. Dr. Rodríguez has served as the Chancellor of the District since August of 2010. As Chancellor of one of the largest community college districts in the state of California, Dr. Rodríguez oversees a district that covers one quarter of the land area of Orange County. Prior to joining the District, Dr. Rodríguez held a number of positions in both single college and multi-college community college districts in California, including over 16 years of experience as a community college CEO. Dr. Rodríguez earned a Ph.D. in Psychology from the University of California, Santa

Cruz. He also earned a Master's Degree from Fairfield University in School and Applied Psychology and a Bachelor of Arts Degree in Liberal Studies from Bowling Green State University in Ohio. An educator who taught psychology at Cabrillo College and the University of California, Santa Cruz, he is also a graduate of the Harvard Institute for Educational Management.

Mr. John Didion, Executive Vice Chancellor, Human Resources and Educational Services. Mr. Didion serves as Executive Vice Chancellor of Human Resources and Educational Services for the District. Before joining the District in 1997, he held administrative positions in the Long Beach Community College District and the Cerritos Community College District. Mr. Didion holds a Bachelor's Degree in journalism from the University of Southern California and a Master's Degree in Public Administration from California State University, Long Beach.

Mr. Peter Hardash, Vice-Chancellor, Business Operations and Fiscal Services. Mr. Hardash was named Vice Chancellor, Business Operations and Fiscal Services of the District in July 2006. Prior to working with the District, he was Vice President of Administrative Services at Pasadena City College for 5 years. He has spent 29 years in public education. Mr. Hardash holds a Master's Degree in Business Administration from Pepperdine University and a Bachelor's Degree in Business Administration from Loyola Marymount University.

Dr. Erlinda Martinez, President, Santa Ana College. Dr. Martinez was appointed President of Santa Ana College in March 2005. Prior to working for the District, she served as the Vice President for Student Services/Assistant Superintendent for Cerritos College for 10 years, Administrative Dean and Dean of Students for Mission College for 9 years, and Director of Student Affairs for El Camino College. Dr. Martinez earned a Doctorate in Education from the University of Southern California, a Master's Degree in Counselor Education from California State University, Los Angeles and a Bachelor's Degree in Sociology from the University of California at Riverside.

Mr. Juan Vázquez, President, Santiago Canyon College. Mr. Vázquez was appointed President of Santiago Canyon College in August 2002. Before joining the District, he was Interim President of College of Alameda in Alameda, California, where he had been employed since 1975 in a number of capacities. Until his interim presidential appointment at the College of Alameda in 2001, he was Vice President of Instruction at College of Alameda for six years. Prior to this position, he was Division Dean for Business and Transportation Programs at the College of Alameda as well as the Coordinator of Vocational Education Programs. Mr. Vázquez received his Master's Degree as a Reading Specialist from California State University, Fullerton. His Bachelor's Degree in Philosophy was earned at City University of New York.

Enrollment

The following table shows the District's funded full-time equivalent students ("FTES") for fiscal years 2000-01 through 2010-11 and a projection of FTES for fiscal year 2011-12:

<u>Year</u>	<u>Funded FTES</u>
2000-01	28,065
2001-02	28,568
2002-03	29,162
2003-04	28,804
2004-05	29,736
2005-06	30,418
2006-07	31,479
2007-08	31,496
2008-09	31,864
2009-10	29,962
2010-11	30,483
2011-12 ⁽¹⁾	28,851

⁽¹⁾ Projected FTES based on the state imposed workload measures reduction.
Source: Rancho Santiago Community College District.

Labor Relations

As of September 1, 2011, the District employs 368 full-time academic professionals, 475 full-time classified employees and 107 managers. In addition, the District employs 1,708 part-time faculty and staff. These employees, except management and some part-time employees, are represented by four bargaining units as noted below:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Labor Relations Organizations

<u>Labor Organization</u>	<u>Number of Employees In Organization</u>	<u>Contract Expiration Date</u>
Faculty Association of Rancho Santiago Community College District	368 Full-Time 1,209 Part-Time	June 30, 2009 ⁽¹⁾ June 30, 2009 ⁽¹⁾
California State Employees Association	475 Full-Time 141 Part-Time	June 30, 2013 June 30, 2013
Continuing Education Faculty Association	228 Part-Time	June 30, 2012
Child Development Centers Teachers Association	528 Full-Time	June 30, 2011 ⁽¹⁾

⁽¹⁾ Employees continue to work under the terms of expired contract.
Source: Rancho Santiago Community College District.

Retirement Programs

STRS. All full-time certificated employees, as well as certain classified employees, are members of the State Teachers' Retirement System ("STRS"). STRS provides retirement, disability and survivor benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. The District is currently required by such statutes to contribute 8.25% of eligible salary expenditures, while participants contribute 8% of their respective salaries. The State also contributes to STRS, currently in an amount equal to 2.541% of teacher payroll.

The District's contribution to STRS for fiscal years 2007-08, 2008-09 and 2009-10 was \$5,496,829, \$5,266,829 and \$4,754,010, respectively, for fiscal year 2010-11 its contribution was \$4,709,012 (unaudited), and for fiscal year 2011-12 its contribution is budgeted to be \$5,590,159.

PERS. Classified employees working four or more hours per day are members of the Public Employees' Retirement System ("PERS"). PERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provision are established by the State statutes, as legislatively amended, with the Public Employees' Retirement Laws. The District is currently required to contribute to PERS at an actuarially determined rate, which is 10.923% of eligible salary expenditures for fiscal year 2011-12, while participants contribute 7% of their respective salaries.

The District's contribution to PERS is capped at 13.02% of gross expenditures for any given fiscal year. To the extent the District's contribution rate to PERS is less than 13.02%, the State will reduce the District's revenue limit for that year by the difference between the maximum contribution rate and the District's actual contribution rate. Alternatively, if the District's contribution rate is greater than 13.02%, the State is required to provide additional revenue limit allocations to the District to make up the difference.

The District's contribution to PERS for fiscal years 2007-08, 2008-09 and 2009-10 was \$3,704,254, \$3,816,514 and \$3,414,219, respectively, for fiscal year 2010-11 its contribution was \$3,551,381 (unaudited), and for fiscal year 2011-12 its contribution is budgeted to be \$4,950,792.

State Pension Trusts. Each of STRS and PERS issues a separate comprehensive financial report that includes financial statements and required supplemental information. Copies of such financial reports may be obtained from each of STRS and PERS as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. Moreover, each of STRS and PERS maintains a website, as follows: (i) STRS: www.calstrs.com; (ii) PERS: www.calpers.ca.gov. However, the information presented in such financial reports or on such websites is not incorporated into this Official Statement by any reference.

Both STRS and PERS have substantial statewide unfunded liabilities. The amount of these unfunded liabilities will vary depending on actuarial assumptions, returns on investments, salary scales and participant contributions. The following table summarizes information regarding the actuarially-determined accrued liability for both STRS and PERS.

FUNDED STATUS
STRS (Defined Benefit Program) and PERS
As of a June 30, 2010 Valuation Date
(Dollar Amounts in Millions)⁽¹⁾

<u>Plan</u>	<u>Accrued Liability</u>	<u>Value of Trust Assets</u>	<u>Unfunded Liability</u>
Public Employees Retirement Fund (PERS)	\$55,307	\$38,435 ⁽²⁾	\$(16,872)
State Teachers' Retirement Fund Defined Benefit Program (STRS)	196,315	140,291 ⁽³⁾	(56,024)

⁽¹⁾ Amounts may not add due to rounding.

⁽²⁾ Reflects market value of assets as of June 30, 2010.

⁽³⁾ Reflects actuarial value of assets as of June 30, 2010.

Source: CalPERS State & Schools Actuarial Valuation; CalSTRS Defined Benefit Program Actuarial Valuation.

Unlike PERS, STRS contribution rates for participant employers, employees and the State are set by statute and do not currently vary from year-to-year based on actuarial valuations. In recent years, the combined employer, employee and State contributions to STRS have been significantly less than actuarially required amounts. As a result, and due in part to investment losses, the unfunded liability of STRS has increased significantly. This unfunded liability is expected to continue to increase in the absence of legislation requiring additional or increased contributions. The District can make no representations regarding the future program liabilities of STRS, or whether the District will be required to make larger contributions to STRS in the future. The District can also provide no assurances that the District's required contributions to PERS will not increase in the future.

PARS. The Public Agency Retirement System ("PARS") is a defined contribution plan qualifying under Section 401(a) and Section 501 of the Code. The plan covers part-time, seasonal and temporary employees not covered by Section 3121(b)(7)(IF) of the Code. The benefit provisions and contribution requirements of plan members and the District are established and may be amended by the PARS Board of Trustees. Contributions of 7.5% of covered compensation of eligible employees are made by the employer and employee. Total contributions, employer and employee combined were made in the amount of \$477,272 for fiscal year 2010-11. The total amount of covered compensation was \$6,363,621. Total contributions made are 100% of the amount of contributions required for fiscal year 2010-11.

Other Postemployment Benefits. The District currently provides retiree and dependent medical coverage to eligible academic and classified employees. Person retiring with more than ten years but less than fifteen years of service are eligible to receive medical benefits on a self-pay basis. A Person retiring with fifteen years or more service are eligible to receive medical benefits up to \$30,780 for fiscal year 2010-11. (The maximum for most employees is \$21,363 for fiscal year 2011. Currently 390 employees meet those eligibility requirements.

For employees whose first paid date of contract services is on or after May 31, 1986 and who subsequently qualify for the foregoing fifteen (15) year retiree service benefit, the District will pay its portion of the insurance premium until the retiree reaches age 70. After age 70, such retirees may continue coverage at their own expense.

Retirees' coverage ends the date the plan terminates or the date the retiree terminates coverage. In the instance of self-paid and partial paid retiree benefits, the coverage will be terminated when payment is 45 days past due. Dependent coverage terminates the date he/she ceases to be a dependent.

The District currently finances benefits on a pay-as-you-go basis for health premiums. The District contributes 100% of the cost of the current year premiums for eligible retired plan members and their spouses as applicable. For fiscal year ended June 30, 2011, the District contributed \$6,592,549, consisting of \$5,066,051 for premiums and \$1,526,498 to set aside for future liability. Total member contributions were \$144,781 for fiscal year ended June 30, 2011. The District has budgeted a contribution of \$5,575,777 for fiscal year 2011-12 for health premiums. In addition, the District has budgeted a contribution in the amount of 1% of all salaries totaling \$1,057,865, plus an additional \$500,000 in 2011-12 toward the liability. Including the health premium amount of \$5,575,777, and the contributions toward the liability of \$1,057,865 and \$500,000, the total budgeted contributions for 2011-12 are \$7,133,642 compared to the ARC in 2010-11 of \$7,892,696.

The District has received a study by Total Compensation, Inc. dated June 29, 2010 with respect to its liability in connection with such post-employment health care benefits. The study concluded that the actuarial present value of total projected benefits as of February 1, 2010, was \$103,778,981, that the actuarial accrued liability ("AAL") was \$81,480,837, and that the annual required contribution (the "ARC") necessary to fund such benefits was \$7,892,696. The ARC is composed of the value of future benefits earned by current employees during each fiscal year (the "Normal Cost"), and the amount necessary to amortize the AAL. Collectively, the ARC is the amount that would be necessary to fund both the Normal Cost and the AAL in accordance with the Governmental Accounting Standards Board Statements Nos. 43 and 45.

The District has transferred \$27,211,898 to a special reserve fund to fund its outstanding liability with respect to its Post-Employment Benefits. This fund has not been irrevocably pledged towards the District's liability, however, and may be accessed by the District upon Board action.

The District's actuarially required contribution for fiscal year 2010-11 was \$7,892,696 and for fiscal years 2009-10 and 2008-09 was \$7,892,696 and \$8,034,079, and was expensed during the period. Payments in the amounts of \$5,066,051, \$4,455,194 and \$3,913,605 were made for current retiree obligations in fiscal years 2010-11, 2009-10 and 2008-09, respectively.

The District's annual OPEB cost, the percentage of annual OPEB cost contributed, and the net OPEB obligation for the years listed below are as follows:

<u>Fiscal year Ended</u>	<u>Annual OPEB Cost</u>	<u>Percentage of Annual OPEB Cost Contributed</u>	<u>Net OPEB Obligation</u>
June 30, 2008	\$7,960,894	47.2%	\$33,213,784
June 30, 2009	8,171,157	47.9	37,471,336
June 30, 2010	8,106,542	54.9	41,122,684
June 30, 2011	8,127,380	62.3	44,184,013

For more information see Note 10 and the Required Supplementary Information to the fiscal year 2010-11 audited financial statements of the District included as APPENDIX A hereto.

Insurance

JPA's. The District participates in two joint powers agreement (JPA) entities; the Alliance of Schools for Cooperative Insurance Programs (ASCIP) and Schools Excess Liability Fund (SELF) (each a "JPA").

ASCIP arranges for and provides property, liability and workers' compensation insurance for its member school districts. The District pays a premium commensurate with the level of coverage requested. SELF arranges for and provides a self-funded or additional insurance for excess liability for approximately 1,100 public educational agencies.

SELF is governed by a board of 16 elected voting members, elected alternates, and two ex-officio members. The board controls the operations of SELF, including selection of management and approval of operating budgets, independent of any influence by the members beyond their representation on the board. Each member pays an annual contribution based upon that calculated by SELF's board of directors and shares surpluses and deficits proportionately to its participation in SELF. ASCIP is governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the District beyond the District's representation on the governing boards.

Each JPA is independently accountable for its fiscal matters. Budgets are not subject to any approval other than that of the respective governing boards. Member districts share surpluses and deficits proportionately to their participation in the JPA.

The relationships between the District and the JPAs are such that none of the JPA's is a component unit of the District for financial reporting purposes. Separate financial statements for each JPA may be obtained from the respective entity.

Self Insurance Fund. The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; natural disasters; and medical claims. During the fiscal year, the District maintained an internal service fund (the "Self-Insurance Fund") to account for and finance its uninsured risks of loss. The Self-Insurance Fund provides coverage for up to a maximum of \$25,000 for each general liability claim and \$10,000 for each property damage claim. The District is completely insured through ASCIP for worker's compensation and property and liability claims. The Self-Insurance Fund is subject to assessments from the SAWCXII JPA for worker's compensation claims for prior years (early 1990's) when the District was a member. The District participates in JPAs to provide excess insurance coverage above the self-insured retention level for worker's compensation and property and liability claims. Settled claims have not exceeded the coverage provided by the JPA in any of the past three fiscal years.

Funding of the Self-Insurance Fund is based on estimates of the amounts needed to pay prior year claims and current year premiums. Workers' Compensation claims are charged to the respective funds which are covered by the current year policy; Property and Liability claims are paid by the General Fund.

At June 30, 2011, the District accrued the claims liability in accordance with GASB Statement No. 10, for claims that occurred when the District was self-insured. The amount of liability is estimated at \$684,502. Changes in the reported liability are shown below:

	Beginning Fiscal Year <u>Liability</u>	Changes in <u>Estimates</u>	Claim <u>Payments</u>	Ending Fiscal Year <u>Liability</u>
Property and Liability	\$297,141	--	--	\$297,141
Workers' Compensation	<u>434,671</u>	<u>\$(5,029)</u>	<u>\$42,281</u>	<u>387,361</u>
	<u>\$731,812</u>	<u>\$(5,029)</u>	<u>\$42,281</u>	<u>\$684,502</u>

Accounting Practices

The accounting policies of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California Community College Budget and Accounting Manual. This manual, according to Section 84030 of the California Education Code, is to be followed by all California community college districts. The Governmental Accounting Standards Board ("GASB") has released Statement No. 34, which makes changes in the annual financial statements for all governmental agencies in the United States, especially in recording of fixed assets and their depreciation, and in the way the report itself is formatted. These requirements became effective on May 15, 2002 for the District, as well as for any other governmental agency with annual revenues of between \$10 million and \$100 million. Revenues are recognized in the period in which they become both measurable and available to finance expenditures of the current fiscal period. Expenditures are recognized in the period in which the liability is incurred.

Comparative Financial Statements

The following table reflects the District's audited statement of revenues expenditures and changes in net assets from fiscal y-ears 2006-07 through 2011-12:

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**AUDITED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN NET ASSETS FOR
FISCAL YEARS 2006-07 THROUGH 2011-12
(PRIMARY GOVERNMENT)
Rancho Santiago Community College District**

	Audited <u>2006-07</u>	Audited <u>2007-08</u>	Audited <u>2008-09</u>	Audited <u>2009-10</u>	Audited <u>2010-11</u>	Projected Actuals <u>2011-12⁽¹⁾</u>
OPERATING REVENUES						
Tuition and fees (gross)	\$13,510,361	\$13,477,726	\$13,212,905	\$15,229,622	\$15,351,323	
Less: Scholarship discounts and allowances	<u>(3,809,354)</u>	<u>(3,520,984)</u>	<u>(4,086,638)</u>	<u>(3,492,111)</u>	<u>(4,945,259)</u>	
Net tuition and fees	9,701,007	9,956,742	9,126,267	11,737,511	10,406,064	
Grant and Contracts, non-capital:						
Federal	16,472,149	18,014,425	21,152,950	28,424,805	37,255,917	
State	20,135,984	20,278,925	20,592,586	16,087,099	14,366,980	
Local	4,880,258	1,392,119	3,016,937	2,885,507	2,282,469	
Transfer from agency funds	-	-	-	1,142	-	
Sales	<u>7,517,752</u>	<u>8,061,479</u>	<u>7,349,344</u>	<u>6,341,587</u>	<u>5,871,493</u>	
TOTAL OPERATING REVENUES	58,707,150	57,703,690	61,238,084	65,477,651	70,182,923	
OPERATING EXPENSES						
Salaries	111,684,306	122,615,558	116,613,808	101,616,684	100,889,645	
Employee benefits	32,873,818	31,987,899	36,404,966	33,377,541	35,045,337	
Supplies, materials, and other operating expenses and services	34,124,813	35,802,565	32,899,716	29,278,209	29,647,194	
Transfer to agency funds	-	-	200,600	200,600	172,000	
Financial aid	7,651,039	8,662,531	11,716,634	16,089,747	23,473,873	
Utilities	4,181,660	4,346,315	4,082,215	3,441,016	3,498,988	
Depreciation	<u>9,654,677</u>	<u>10,316,430</u>	<u>10,836,667</u>	<u>7,980,299</u>	<u>11,060,649</u>	
TOTAL OPERATING EXPENSES	200,170,313	213,731,298	212,754,606	191,984,096	203,787,686	
OPERATING INCOME (LOSS)	(141,463,163)	(156,027,608)	(151,516,522)	(126,506,445)	(133,604,763)	
NON-OPERATING REVENUES (EXPENSES)						
State apportionments, non-capital	92,274,716	89,318,253	91,561,631	85,576,657	91,350,710	
Local property taxes	39,168,270	43,812,427	42,659,651	45,110,944	41,867,598	
State taxes and other revenue	5,357,914	4,791,443	4,713,780	5,104,594	4,674,236	
Interest and investment income, non-capital	12,136,122	11,532,454	4,453,948	2,980,112	1,196,713	
Interest expense	<u>(12,330,803)</u>	<u>(13,627,426)</u>	<u>(15,766,282)</u>	<u>(14,932,562)</u>	<u>(14,978,350)</u>	
Other non-operating revenues	<u>2,263,082</u>	<u>(411,252)</u>	<u>403,721</u>	<u>510,650</u>	<u>171,899</u>	
TOTAL NON-OPERATING REVENUES (EXPENSES)	138,869,301	135,415,899	128,026,449	124,350,395	124,282,806	
INCOME (LOSS) BEFORE OTHER REVENUES, EXPENSES, GAINS AND LOSSES	(2,593,862)	(20,611,709)	(23,490,073)	(2,156,050)	(9,321,957)	
OTHER REVENUES, EXPENSES, GAINS AND LOSSES						
State apportionments, capital	1,147,359	3,321,200	5,389,576	4,225,132	810,504	
Interest and investment income, capital	1,091,218	1,037,587	421,945	245,744	170,262	
Local property taxes and other revenues	10,625,422	14,732,629	19,145,873	19,779,463	20,547,819	
Loss on disposal of fixed asset	-	-	-	(42,896)	-	
TOTAL OTHER REVENUES, EXPENSES, GAINS AND LOSSES	12,863,999	19,091,416	24,957,394	24,207,443	21,528,585	
INCREASE IN NET ASSETS	10,270,137	(1,520,293)	1,467,321	22,051,393	12,206,628	
NET ASSETS, BEGINNING OF YEAR, as originally stated	140,160,576	148,310,962	146,790,669	148,257,990	170,309,383	
Adjustment for restatement	<u>(2,119,751)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
NET ASSETS, BEGINNING OF YEAR, as restated	138,040,825	-	-	-	-	
NET ASSETS, END OF YEAR	<u>\$148,310,962</u>	<u>\$146,790,669</u>	<u>\$148,257,990</u>	<u>\$170,309,383</u>	<u>\$182,516,011</u>	

⁽¹⁾ As of _____.

Source: Rancho Santiago Community College District.

District Debt Structure

Long-Term Debt. A schedule of changes in long-term debt for the year ended June 30, 2011 is shown below:

	Beginning Balance <u>July 1, 2010</u>	<u>Additions</u>	<u>Deductions</u>	Ending Balance <u>June 30, 2011</u>
General Obligation Bond:				
Series 2003A - Current Interest	\$25,250,000	--	\$1,960,000	\$23,290,000
Series 2003A - Bond Premium	827,631	--	59,116	768,515
Series B - Current Interest	108,010,000	--	985,000	107,025,000
Series B - Capital Appreciation	7,972,119	--	233,440	7,738,679
Series B - Capital Appreciation Accreted Interest	2,365,760	\$613,025	86,560	2,892,225
Series B - Bond Premium	7,657,520	--	399,523	7,257,997
Series C - Current Interest	84,245,000	--	--	84,245,000
Series C - Capital Appreciation	34,619,329	--	--	34,619,329
Series C - Capital Appreciation Accreted Interest	5,788,275	2,226,212	--	8,014,487
Series C - Bond Premium	6,642,192	--	313,804	6,328,388
Refunding Bond - Current Interest	49,925,000	--	--	49,925,000
Refunding Bond - Capital Appreciation	3,634,299	--	569,282	3,065,017
Refunding Bond - Capital Appreciation Accreted Interest	605,028	165,579	110,718	659,889
Refunding Bond - Bond Premium	4,052,478	--	303,936	3,748,542
Deferred Charge on Refunding	<u>(2,597,651)</u>	<u>--</u>	<u>(185,546)</u>	<u>(2,412,105)</u>
Total bond payable	338,996,980	3,004,816	4,835,833	337,165,963
Notes payable	<u>45,223</u>	<u>--</u>	<u>30,222</u>	<u>--</u>
Total bond and notes payable	339,042,203	3,004,816	4,866,055	337,180,964
Other liabilities:				
Other Post-Employment Benefits (OPEB)	<u>41,122,684</u>	<u>3,061,329</u>	<u>--</u>	<u>44,184,013</u>
Total long-term liabilities	<u>\$380,164,887</u>	<u>\$6,066,145</u>	<u>4,866,055</u>	<u>\$381,364,977</u>

General Obligation Bonds. On March 21, 2003, the County issued on behalf of the District its General Obligation Bonds, Election of 2002, Series 2003A in the aggregate principal amount of \$96,125,000 (the "Series A Bonds"). On March 10, 2005, the County issued on behalf of the District its General Obligation Bonds, Election of 2002, Series B in the aggregate principal amount of \$119,999,867.25 (the "Series B Bonds"). On August 23, 2005, the District issued its 2005 General Obligation Refunding Bonds in the aggregate principal amount of \$53,559,298.50 (the "2005 Refunding Bonds"), the proceeds of which were used to advance refund a portion of the outstanding Series A Bonds. On October 3, 2006, the County issued on behalf of the District its General Obligation Bonds, Election of 2002, Series C in the aggregate principal amount of \$120,874,328.55 (the "Series C Bonds"). On December 15, 2011, the District issued its 2011 General Obligation Refunding Bonds, the proceeds of which were used to advance refund a portion of the outstanding Series A Bonds. The following table shows the annual debt service requirements of all the District's general obligation bonded debt.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
General Obligation Bonds – Consolidated Debt Service Schedule**

Year Ending September 1	Series A Bonds ⁽¹⁾	Series B Bonds	2005 Refunding Bonds	Series C Bonds	2011 Refunding Bonds	The Bonds	Total Annual Debt Service
2012	\$2,724,587.50	\$7,194,162.50	\$3,762,712.50	\$4,457,881.26	\$285,546.67		
2013	2,833,737.50	7,505,162.50	4,262,712.50	4,474,781.26	441,550.00		
2014	2,949,987.50	7,825,162.50	4,787,712.50	4,499,781.26	445,750.00		
2015	141,750.00	8,163,562.50	5,305,962.50	4,327,231.26	3,369,850.00		
2016	141,750.00	8,879,562.50	7,967,712.50	4,844,937.50	335,750.00		
2017	141,750.00	8,753,687.50	7,995,037.50	5,835,850.00	335,000.00		
2018	141,750.00	9,081,437.50	7,245,300.00	4,686,100.00	2,834,250.00		
2019	141,750.00	9,371,687.50	7,744,000.00	7,319,900.00	233,500.00		
2020	141,750.00	9,704,937.50	7,633,512.50	7,962,325.00	233,500.00		
2021	141,750.00	10,039,187.50	7,481,475.00	8,679,825.00	233,500.00		
2022	141,750.00	10,389,475.00	5,824,462.50	5,848,825.00	4,903,500.00		
2023	141,750.00	10,750,050.00	2,825,962.50	14,742,075.00	--		
2024	141,750.00	11,131,800.00	--	18,188,275.00	--		
2025	1,141,750.00	11,509,800.00	--	17,812,975.00	--		
2026	1,146,750.00	11,928,050.00	--	18,457,462.50	--		
2027	1,149,500.00	12,341,800.00	--	19,150,000.00	--		
2028	--	19,142,050.00	--	14,630,000.00	--		
2029	--	19,705,681.26	--	15,255,000.00	--		
2030	--	--	--	36,190,000.00	--		
2031	--	--	--	31,785,000.00	--		
Total	<u>\$13,363,812.50</u>	<u>\$193,417,256.26</u>	<u>\$72,836,562.50</u>	<u>\$249,148,225.04</u>	<u>\$13,651,696.67</u>		

⁽¹⁾ Includes only the Series A Bonds not refunded from proceeds of the 2005 Refunding Bonds and the Bonds.

TAX MATTERS

In the opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California ("Bond Counsel"), under existing statutes, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and compliance with certain covenants and requirements described herein, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations. Bond Counsel notes that, with respect to corporations, interest on the Bonds may be included as an adjustment in the calculation of alternative minimum taxable income which may affect the alternative minimum tax liability of corporations. In the further opinion of Bond Counsel, interest on the Bonds is exempt from State of California personal income tax.

The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of the same series and maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bond Owner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by the Bond Owner will increase the Bond Owner's basis in the Bond. In the opinion of Bond Counsel, the amount of original issue discount that accrues to the owner of the Bond is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

Bond Counsel's opinion as to the exclusion from gross income of interest (and original issue discount) on the Bonds is based upon certain representations of fact and certifications made by the District and others and is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the Bonds to assure that interest (and original issue discount) on the Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause the interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

The amount by which a Bond Owner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Code; such amortizable Bond premium reduces the Bond Owner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bond Owner realizing a taxable gain when a Bond is sold by the Owner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Owner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The Internal Revenue Service (the "IRS") has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the Bonds will be selected for audit by the IRS. It is also possible that the market value of the Bonds might be affected as a result of such an audit of the Bonds (or by an audit of similar bonds). No assurance can be given that in the course of an audit, as a result of an audit, or otherwise, Congress or the IRS might not change the Code (or interpretation thereof) subsequent to the issuance of the Bonds to the extent that it adversely affects the exclusion from gross income of interest on the Bonds or their market value.

It is possible that subsequent to the issuance of the Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. It is possible that proposed legislative changes could be introduced in Congress, which, if enacted, could result in additional federal income or state tax being imposed on owners of tax-exempt state or local obligations, such as the Bonds. If any of such changes or interpretations were to take effect, it is possible that the market value or liquidity of the Bonds would be adversely affected. No assurance can be given that subsequent to the issuance of the Bonds such changes (or other changes) or interpretations will not occur. Before purchasing any of the Bonds, all potential purchasers should consult their tax advisors regarding possible statutory or regulatory changes, and collateral tax consequences relating to the Bonds.

Bond Counsel's opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. Bond Counsel has not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of bond counsel is provided with respect thereto. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest (and original issue discount) on the Bonds for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than Stradling Yocca Carlson & Rauth.

Although Bond Counsel has rendered an opinion that interest (and original issue discount) on the Bonds is excluded from gross income for federal income tax purposes provided that the District continues to comply with certain requirements of the Code, the ownership of the Bonds and the accrual or receipt of interest (and original issue discount) on the Bonds may otherwise affect the tax liability of certain persons. Bond Counsel expresses no opinion regarding any such tax consequences. Accordingly, before purchasing any of the Bonds, all potential purchasers should consult their tax advisors with respect to collateral tax consequences relating to the Bonds.

A copy of the proposed form of opinion of Bond Counsel for the Bonds is attached hereto as APPENDIX B.

LEGAL MATTERS

Continuing Disclosure

The District has covenanted for the benefit of Owners of the Bonds to provide certain financial information and operating data relating to the District (the "Annual Report") by not later than 270 days following the end of the District's fiscal year (the District's fiscal year ends on June 30), commencing with the report for the 2011-12 fiscal year, and to provide notices of the occurrence of certain enumerated events. The Annual Report and the notices of enumerated events will be filed in accordance with the requirements of the Rule. The specific nature of the information to be made available and to be contained in the notices of material events is described in the form of Continuing Disclosure Certificate attached hereto as APPENDIX C. These covenants have been made in order to assist the Underwriter in complying with the Rule.

The District has, in the past, failed to file certain portions of its required annual reports in a timely manner as required by its prior continuing disclosure obligations. The District has since filed such reports and is current with respect to all filings required under its existing continuing disclosure obligations.

Legality for Investment in California

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, are eligible for security for deposits of public moneys in the State.

Absence of Material Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened questioning the political existence of the District or contesting the District's ability to receive *ad valorem* taxes to collect other revenues or contesting the District's ability to issue and retire the Bonds.

There are a number of lawsuits and claims pending against the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the finances of the District.

Information Reporting Requirements

On May 17, 2006, the President signed the Tax Increase Prevention and Reconciliation Act of 2005 ("TIPRA"). Under Section 6049 of the Code, as amended by TIPRA, interest paid on tax-exempt obligations is subject to information reporting in a manner similar to interest paid on taxable obligations. The purpose of this change was to assist in relevant information gathering for the IRS relating to other applicable tax provisions. TIPRA provides that backup withholding may apply to such interest payments made after March 31, 2007 to any bondholder who fails to file an accurate Form W-9 or who meets certain other criteria. The information reporting and backup withholding requirements of TIPRA do not affect the excludability of such interest from gross income for federal income tax purposes.

Legal Opinion

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Bond Counsel. A copy of the proposed form of such legal opinion is attached to this Official Statement as APPENDIX B.

Verification

Upon delivery of the Bonds, Grant Thornton LLP will deliver a report on the mathematical accuracy of certain computations based upon certain information and assertions provided to them by the Underwriter relating to the adequacy of the amounts in the Escrow Fund to pay the redemption price of and accrued interest on the Refunded Bonds.

Financial Statements

Portions of the financial statements with supplemental information for the year ended June 30, 2011, the independent auditor's report of the District, and the related statements of activities and of cash flows for the year then ended, and the report dated November __, 2011 of Vincenti, Lloyd & Stutsman LLP, (the "Auditor"), are included in this Official Statement as APPENDIX A. In connection with the inclusion of portions of the financial statements and the report of the Auditor thereon in APPENDIX A to this Official Statement, the District did not request the Auditor to, and the Auditor has not undertaken to, update its report or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by the Auditor with respect to any event subsequent to the date of its report.

RATINGS

Moody's and Standard & Poor's, have assigned ratings of "___" and "___," respectively, to the Bonds. Such ratings reflect only the views of such organization and any desired explanation of the significance of such ratings should be obtained from the rating agency furnishing the same, at the following addresses: Moody's Investors Service, 7 World Trade Center at 250 Greenwich, New York, New York 10007 and Standard & Poor's, 55 Water Street, New York, New York 10041. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by the respective rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price for the Bonds.

UNDERWRITING

The Bonds are being purchased by Kinsell, Newcomb & De Dios, Inc. , as representative of itself, RBC Capital Markets LLC and De La Rosa & Co. (the "Underwriters"). The Underwriters have agreed to purchase the Bonds at a price of \$_____ (reflecting the initial principal amount of the Bonds of \$_____, plus original issue premium of \$_____, and less the Underwriter's discount of \$_____). The Purchase Contract for the Bonds provides that the Underwriter will purchase all of the Bonds if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in said agreement, the approval of certain legal matters by counsel and certain other conditions.

The Underwriters may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the cover page hereof. The offering prices may be changed from time to time by the Underwriter.

ADDITIONAL INFORMATION

Quotations from and summaries and explanations of the Bonds, the Resolution providing for issuance of the Bonds, and the constitutional provisions, statutes and other documents referenced herein, do not purport to be complete, and reference is made to said documents, constitutional provisions and statutes for full and complete statements of their provisions.

Some of the data contained herein has been taken or constructed from District records. Appropriate District officials, acting in their official capacities, have reviewed this Official Statement and have determined that, as of the date hereof, the information contained herein is, to the best of their knowledge and belief, true and correct in all material respects and does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made herein, in light of the circumstances under which they were made, not misleading. This Official Statement has been approved by the District's Board of Trustees.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended only as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners, beneficial or otherwise, of any of the Bonds.

This Official Statement and the delivery thereof have been duly approved and authorized by the District.

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By _____
Chancellor

APPENDIX A

**EXCERPTS FROM THE 2010-11 AUDITED FINANCIAL
STATEMENTS OF THE DISTRICT**

APPENDIX B

FORM OF OPINION OF BOND COUNSEL

Upon issuance of the Bonds, Stradling Yocca Carlson & Rauth, a Professional Corporation, Bond Counsel, proposes to render its final approving opinion with respect to the Bonds in substantially the following form:

_____, 2012

Board of Trustees
Rancho Santiago Community College District

Members of the Board of Trustees:

We have examined a certified copy of the record of the proceedings relative to the issuance and sale of \$_____ Rancho Santiago Community College District (Orange County, California) 2012 General Obligation Refunding Bonds (the "Bonds"). As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based on our examination as bond counsel of existing law, certified copies of such legal proceedings and such other proofs as we deem necessary to render this opinion, we are of the opinion, as of the date hereof and under existing law, that:

1. Such proceedings and proofs show lawful authority for the issuance and sale of the Bonds pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and a resolution (the "Resolution") of the Board of Trustees of the Rancho Santiago Community College District (the "District").
2. The Bonds constitute valid and binding general obligations of the District, payable as to both principal and interest from the proceeds of a levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount.
3. Under existing statutes, regulations, rulings and judicial decisions, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that, with respect to corporations, such interest may be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations.
4. Interest on the Bonds is exempt from State of California personal income tax.
5. The difference between the issue price of a Bond (the first price at which a substantial amount of the Bonds of a maturity is to be sold to the public) and the stated redemption price at maturity with respect to such Bonds constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to a Bondowner before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by a Bondowner will increase the Bondowner's basis in the applicable Bond. Original issue discount that accrues to the Bondowner is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of

the federal alternative minimum tax imposed on individuals and corporations, and is exempt from State of California personal income tax.

6. The amount by which a Bondowner's original basis for determining loss on sale or exchange in the applicable Bond (generally, the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable Bond premium, which must be amortized under Section 171 of the Internal Revenue Code of 1986, as amended (the "Code"); such amortizable Bond premium reduces the Bondowner's basis in the applicable Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of Bond premium may result in a Bondowner realizing a taxable gain when a Bond is sold by the Bondowner for an amount equal to or less (under certain circumstances) than the original cost of the Bond to the Bondowner. Purchasers of the Bonds should consult their own tax advisors as to the treatment, computation and collateral consequences of amortizable Bond premium.

The opinions expressed herein may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. The Resolution and the Tax Certificate relating to the Bonds permit certain actions to be taken or to be omitted if a favorable opinion of bond counsel is provided with respect thereto. No opinion is expressed herein as to the effect on the exclusion from gross income of interest (and original issue discount) for federal income tax purposes with respect to any Bond if any such action is taken or omitted based upon the advice of counsel other than ourselves. Other than expressly stated herein, we express no opinion regarding tax consequences with respect to the Bonds.

The opinions expressed herein as to the exclusion from gross income of interest (and original issue discount) on the Bonds are based upon certain representations of fact and certifications made by the District and others and are subject to the condition that the District complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds. The District has covenanted to comply with all such requirements.

It is possible that subsequent to the issuance of the Bonds there might be federal, state, or local statutory changes (or judicial or regulatory interpretations of federal, state, or local law) that affect the federal, state, or local tax treatment of the Bonds or the market value of the Bonds. No assurance can be given that subsequent to the issuance of the Bonds such changes or interpretations will not occur.

The rights of the owners of the Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Respectfully submitted,

Stradling Yocca Carlson & Rauth

APPENDIX C

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Rancho Santiago Community College District (the "District") in connection with the issuance of \$10,300,000 of the District's 2011 General Obligation Refunding Bonds (the "Bonds"). The Bonds are being issued pursuant to a Resolution of the District adopted on February 27, 2012 (the "Resolution"). The District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" shall mean initially the District, or any successor Dissemination Agent designated in writing by the District (which may be the District) and which has filed with the District a written acceptance of such designation.

"Holders" shall mean registered owners of the Bonds.

"Listed Events" shall mean any of the events listed in Sections 5(a) and Section (b) of this Disclosure Certificate.

"Participating Underwriters" shall mean the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean the Municipal Securities Rulemaking Board, which can be found at <http://emma.msrb.org/>, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of California.

SECTION 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than 270 days after the end of the District's fiscal year (presently ending June 30), commencing with the report for the 2011-

12 Fiscal Year, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; *provided* that the audited financial statements of the District may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b).

(b) Not later than 30 days (nor more than 60 days) prior to said date the Dissemination Agent shall give notice to the District that the Annual Report shall be required to be filed in accordance with the terms of this Disclosure Certificate. Not later than 15 Business Days prior to said date, the District shall provide the Annual Report in a format suitable for reporting to the Repository to the Dissemination Agent (if other than the District). If the District is unable to provide to the Repository an Annual Report by the date required in subsection (a), the District shall send a notice to the Repository in substantially the form attached as Exhibit A with a copy to the Dissemination Agent. The Dissemination Agent shall not be required to file a Notice to Repository of Failure to File an Annual Report.

(c) The Dissemination Agent shall file a report with the District stating it has filed the Annual Report in accordance with its obligations hereunder, stating the date it was provided.

SECTION 4. Content and Form of Annual Reports.

(a) The District's Annual Report shall contain or include by reference the following:

1. The audited financial statements of the District for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

2. Material financial information and operating data with respect to the District of the type included in the Official Statement in the following categories (to the extent not included in the District's audited financial statements):

- (A) State funding received by the District for the last completed fiscal year;
- (B) Full time equivalent student counts of the District for the last completed fiscal year;
- (C) Outstanding District indebtedness;
- (D) Summary financial information on revenues, expenditures and fund balances for the District's general fund reflecting adopted budget for the current fiscal year.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the Repository or the Securities and Exchange Commission. If the document included by

reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

(b) The Annual Report shall be filed in an electronic format accompanied by identifying information prescribed by the Municipal Securities Rulemaking Board.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not in excess of 10 business days after the occurrence of the event:

1. principal and interest payment delinquencies.
2. tender offers.
3. defeasances.
4. rating changes.
5. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, or Notices of Proposed Issue (IRS Form 5701-TEB).
6. unscheduled draws on the debt service reserves reflecting financial difficulties.
7. unscheduled draws on credit enhancement reflecting financial difficulties.
8. substitution of the credit or liquidity providers or their failure to perform.
9. bankruptcy, insolvency, receivership or similar event (within the meaning of the Rule) of the District. For the purposes of the event identified in this Section 5(a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(b) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. non-payment related defaults.
2. modifications to rights of Bondholders.
3. optional, contingent or unscheduled Bond calls.

4. unless described under Section 5(a)(5) above, adverse tax opinions, material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

5. release, substitution or sale of property securing repayment of the Bonds.

6. the consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

7. Appointment of a successor or additional paying agent with respect to the Bonds or the change of name of such paying agent.

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event under Section 5(b) hereof, the District shall as soon as possible determine if such event would be material under applicable federal securities laws.

(d) If the District determines that knowledge of the occurrence of a Listed Event under Section 5(b) hereof would be material under applicable federal securities laws, the District shall (i) file a notice of such occurrence with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event or (ii) provide notice of such reportable event to the Dissemination Agent in format suitable for filing with the Repository in a timely manner not in excess of 10 business days after the occurrence of the event. The Dissemination Agent shall have no duty to independently prepare or file any report of Listed Events. The Dissemination Agent may conclusively rely on the District's determination of materiality pursuant to Section 5(c).

SECTION 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a) or Section 5(b), as applicable.

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent (or substitute Dissemination Agent) to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign upon 15 days written notice to the District. Upon such resignation, the District shall act as its own Dissemination Agent until it appoints a successor. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Disclosure Certificate and shall not be responsible to verify the accuracy, completeness or materiality of any continuing disclosure information provided by the District. The District shall compensate the Dissemination Agent for its fees and expenses hereunder as agreed by the parties. Any entity succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the execution or filing of any paper or further act.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5(a) or 5(b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds; and

(d) No duties of the Dissemination Agent hereunder shall be amended without its written consent thereto.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the District shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the District. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(b), and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate. The Dissemination Agent acts hereunder solely for the benefit of the District; this Disclosure Certificate shall

confer no duties on the Dissemination Agent to the Participating Underwriters, the Holders and the Beneficial Owners. The District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall have no liability for the failure to report any event or any financial information as to which the District has not provided an information report in format suitable for filing with the Repository. The Dissemination Agent shall not be required to monitor or enforce the District's duty to comply with its continuing disclosure requirements hereunder.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of District: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Name of Bond Issue: 2012 General Obligation Refunding Bonds

Date of Issuance: _____, 2012

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate relating to the Bonds. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By _____ [form only; no signature required]

APPENDIX D

ORANGE COUNTY GENERAL AND ECONOMIC DATA

The following information concerning Orange County is included only for the purpose of supplying general information regarding the community. The Bonds are not a debt of the County.

General

County Organization. The County is a general law county divided into five supervisory districts on the basis of registered voters and population. The County is governed by a five-member Board of Supervisors with each Supervisor serving a four-year term. The chairman is elected by the members of the Board.

County administration consists of fifteen County officers. Seven County officers are elected by a countywide vote to four-year terms: the Assessor, Auditor-Controller, Clerk-Recorder, District Attorney, Public Administrator, Sheriff-Coroner and the Treasurer-Tax Collector. The County Executive Officer (the "CEO"), County Counsel, Public Defender, Internal Auditor, Performance Auditor, Office of Independent Review, Clerk of the Board are County officers that are appointed by the Board of Supervisors. The Chief Probation Officer is appointed by the Board of Supervisors with the concurrence of the Presiding Judge of the Orange County Superior Court. The County management team includes department and agency heads appointed by the CEO.

County Services. The County provides a wide range of services to its residents, including police, medical and health services, senior citizen assistance, library services, judicial institutions (including support programs), airport service, roads, solid waste management, harbors, beaches and parks, life guard services and a variety of public assistance programs.

Other services provided by special districts, which are governed by the Board of Supervisors, that provide services to the County are: Orange County Flood Control District, Local Redevelopment Authority and the Orange County Housing Authority.

Certain municipal services are provided by the County, on a contract basis, to some of the thirty-four incorporated cities within its boundaries. This plan is designed to allow cities to contract with the County for municipal services without incurring the cost of creating numerous city departments and facilities. Under the plan, the County provides any or all services to a city at the same level as provided in the unincorporated areas, or at any higher level the city may choose. Services are provided at cost.

Population

A summary of the population estimates of the County and the State for the past fifteen years is shown in the following table.

POPULATION Orange County and the State of California 1997-2011

<u>Year as of January 1</u>	<u>Orange County</u>	<u>Percent Change</u>	<u>California</u>	<u>Percent Change</u>
1997	2,672,796	--	32,207,869	--
1998	2,724,525	1.94%	32,657,877	1.40%
1999	2,776,163	1.90	33,140,771	1.48
2000 ⁽¹⁾	2,846,289	2.53	33,873,086	2.21
2001	2,890,353	1.55	34,430,970	1.65
2002	2,938,436	1.66	35,063,959	1.84
2003	2,979,989	1.41	35,652,700	1.68
2004	3,015,950	1.21	36,199,342	1.53
2005	3,043,669	0.92	36,676,931	1.32
2006	3,061,535	0.59	37,087,005	1.12
2007	3,077,656	0.53	37,463,609	1.02
2008	3,104,046	0.86	37,871,509	1.09
2009	3,134,858	0.99	38,255,508	1.01
2010 ⁽²⁾	3,008,855	(4.02)	37,223,900	(2.70)
2011 ⁽²⁾	3,029,859	0.70	37,510,766	0.77

⁽¹⁾ As of April 1.

⁽²⁾ Data based on 2010 Census counts.

Source: California State Department of Finance, Demographic Research Unit.

Labor Force

The following table summarizes the labor force, employment and unemployment figure over the past five years for the County, the State of California and the United States.

LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT Orange County, State of California and the United States 2006-2010⁽¹⁾

	<u>Area</u>	<u>Labor Force</u>	<u>Employment</u>	<u>Unemployment Rate</u>
2006	Orange County	1,601,800	1,547,300	3.4%
	State of California	17,686,700	16,821,300	4.9
	United States	151,428,000	144,427,000	4.6
2007	Orange County	1,609,400	1,547,000	3.9%
	State of California	17,928,700	16,970,200	5.3
	United States	153,124,000	146,047,000	4.6
2008	Orange County	1,617,200	1,532,300	5.3%
	State of California	18,191,000	16,883,400	7.2
	United States	154,287,000	145,362,000	5.8
2009	Orange County	1,588,700	1,447,700	8.9%
	State of California	18,204,200	16,141,500	11.3
	United States	154,142,000	139,877,000	9.3
2010	Orange County	1,580,900	1,429,700	9.6%
	State of California	18,176,200	15,916,300	12.4
	United States	153,889,000	139,064,000	9.6

⁽¹⁾ Data is not seasonally adjusted. March 2010 Benchmark.

Source: U.S. Department of Labor – Bureau of Labor Statistics, California Employment Development Department.

Industry Employment

The following table summarizes employment figures by industry for the Santa-Ana-Anaheim-Irvine Metropolitan Division, which is located entirely within the County. Professional and Business Services, Manufacturing and Leisure and Hospitality are the largest employment sectors in the County.

INDUSTRY EMPLOYMENT AND LABOR FORCE Santa Ana-Anaheim-Irvine MD (Orange County) Annual Averages 2006-2010

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Farming	5,300	5,000	4,600	3,800	3,800
Mining and Logging	600	600	600	500	500
Construction	106,600	103,100	91,200	74,200	67,100
Manufacturing	182,700	180,400	174,100	154,800	150,200
Wholesale Trade	83,700	86,900	86,700	79,400	77,400
Retail Trade	160,800	161,200	155,600	142,300	140,100
Transportation, Warehousing and Utilities	28,200	28,900	29,300	27,800	26,700
Information	31,900	31,200	30,100	27,300	25,000
Financial Activities	138,200	127,700	113,100	105,100	103,600
Professional and Business Services	274,500	273,300	266,600	240,200	242,800
Education and Health Services	137,700	142,600	150,700	152,100	156,000
Leisure and Hospitality	169,600	172,900	176,400	169,100	168,700
Other Services	47,700	47,400	46,500	42,600	42,400
Government	<u>156,700</u>	<u>159,400</u>	<u>160,800</u>	<u>157,300</u>	<u>152,500</u>
TOTAL:	1,524,300	1,520,500	1,486,200	1,375,400	1,356,700

Note: Total may not add up due to rounding.

Source: California Employment Development Department (March 2011 Benchmark).

Major Employers

The following table sets forth the major employers in the County for 2010.

LARGEST EMPLOYERS Orange County 2010

<u>Rank</u>	<u>Name of Business</u>	<u>No. of Orange County Employees</u>	<u>Type of Business</u>
1	University of California, Irvine	20,650 ⁽¹⁾	Education
2	Walt Disney Co.	20,000 ⁽¹⁾	Entertainment
3	St. Joseph Health System	11,965	Healthcare
4	Boeing Co.	8,060	Aerospace, engineering
5	Bank of America Corp.	6,500 ⁽¹⁾	Financial services
6	Yum Brands Inc.	6,500 ⁽¹⁾	Food Service
7	Supervalu Inc.	5,900	Retail Store
8	Kaiser Permanente	5,397	Healthcare
9	Target Corp.	5,325	Retail Store
10	Hoag Memorial Hospital Presbyterian	5,107	Healthcare
11	California State University, Fullerton	5,032	Education
12	Wells Fargo & Co.	4,622	Financial services
13	Home Depot Inc.	4,500 ⁽¹⁾	Building Supply
14	Memorial Health Services Inc.	4,270	Healthcare
15	Kroger Co.	4,250 ⁽¹⁾	Retail Grocery
16	Cedar Fair LP	3,900 ⁽¹⁾	Entertainment
17	UnitedHealth Group Inc.	3,800	Healthcare
18	Wal-Mart Stores Inc.	3,800 ⁽¹⁾	Retail Store
19	Tenet Healthcare Corp.	3,700	Healthcare
20	Costco Wholesale Corp.	3,700	Retail Grocery

⁽¹⁾ Business Journal estimate.

Source: Orange County Business Journal, 2011 Book of Lists.

Per Capita Personal Income

Per capita income or income per person is the numerical quotient of income divided by population, in monetary terms. It is a measure of all sources of income in an economic aggregate, such as a country or city. It does not measure income distribution or wealth. The following table summarizes the per capita personal income for the County, the State of California and the United States for the ten years from 2000 through 2009.

PER CAPITA PERSONAL INCOME Orange County, State of California and the United States 2000-2009

<u>Year</u>	<u>Orange County</u>	<u>California</u>	<u>United States</u>
2000	\$38,332	\$33,398	\$30,318
2001	38,827	33,890	31,145
2002	39,767	34,045	31,461
2003	41,641	34,977	32,271
2004	44,086	36,903	33,881
2005	47,141	38,767	35,424
2006	50,997	41,567	37,698
2007	51,877	43,240	39,461
2008	51,877	43,853	40,674
2009	49,020	42,395	39,635

Source: U.S. Bureau of Economic Analysis.

Building Activity

The following tables show a five-year history of the valuation of building permits issued by the County.

BUILDING PERMIT VALUATIONS AND PERMITS ISSUED Orange County 2006-2010 (In Thousands of Dollars)

	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
Valuation (In \$000's)					
Residential	\$2,316,948	\$1,792,269	\$1,037,710	\$855,193	\$1,029,406
Nonresidential	<u>2,400,564</u>	<u>2,005,197</u>	<u>1,439,121</u>	<u>952,485</u>	<u>1,115,928</u>
Total Valuation ⁽¹⁾	\$4,717,512	\$3,797,466	\$2,476,831	\$1,807,678	\$2,181,334
New Dwelling Units (#)					
Single-Family	3,735	2,182	1,295	1,376	1,553
Multi-Family	<u>4,636</u>	<u>4,890</u>	<u>1,864</u>	<u>824</u>	<u>1,538</u>
Total:	8,371	7,072	3,159	2,200	3,091

⁽¹⁾ Total may not add up due to rounding.

Source: Construction Industry Research Board.

Taxable Sales

A six-year history of taxable transactions in the County is shown below.

**TAXABLE SALES
County of Orange
2005-2010
(Dollars in Thousands)**

<u>Year</u>	<u>Retail Permits</u>	<u>Total Retail and Food Service Taxable Transactions</u>	<u>Total Permits</u>	<u>Total Outlets Taxable Transactions</u>
2005	45,402	\$37,672,834	102,858	\$55,063,246
2006	45,264	39,074,451	102,539	57,202,747
2007	44,093	38,988,227	99,088	57,293,471
2008	45,705	35,768,595	97,612	53,606,829
2009	56,259	31,162,619	90,231	45,712,784
2010	55,464	7,436,800 ⁽¹⁾	88,694	10,800,790 ⁽¹⁾

⁽¹⁾ Reflects taxable transactions only through the first quarter of calendar year 2010.

Source: "Taxable Sales in California (Sales & Use Tax)," California Board of Equalization.

Transportation

The County is situated in the most heavily populated area in California and has easy access to excellent road, rail, air and sea transportation. The Santa Ana Freeway (Interstate 5) provides direct access to downtown Los Angeles and connects with the San Diego Freeway (Interstate 405) southeast of the City of Santa Ana providing a direct link with San Diego. The Garden Grove Freeway (State 22) and Riverside Freeway (State 91) provide east-west transportation, linking the San Diego Freeway, Santa Ana Freeway and the Newport Freeway (State 55). The Newport Freeway provides easy access to the beach communities.

Rail freight service is provided by the Burlington Northern Santa Fe Railway and the Union Pacific Railroad Company. Amtrak provides passenger service to San Diego to the south, Riverside and San Bernardino Counties to the east and Los Angeles and Santa Barbara to the north. Metro Link provides passenger service to San Bernardino and Riverside Counties to the east, Oceanside to the south and Los Angeles County to the north. Bus service is provided by Greyhound Bus Lines. The Orange County Transportation Authority District provides bus service between most cities in the County. Most interstate common carrier truck lines operating in California serve the County.

The John Wayne Airport, which is owned and operated by the County, is located in the County's unincorporated area adjacent to Santa Ana, Costa Mesa, Irvine and Newport Beach. The airport is classified as a medium air traffic hub by the Federal Aviation Administration serving the County and portions of Los Angeles, Riverside, San Bernardino and San Diego Counties. The airport is an origination and destination airport for the short-to-medium haul market. At present, fourteen airlines operate out of the airport, including ten commercial airlines (Alaska, American Continental, Delta, Frontier, Southwest, United, US Airways, US Airways Express (Mesa) and Air Canada). Two commuter lines (Delta Connection – Skywest and United Express – Skywest) and two cargo airlines (FedEx and UPS). Air Canada is the first international airline to fly from the airport (to and from Toronto, Canada). In 2009, the airport served approximately 8.7 million passengers.

Recreation and Tourism

The County is a tourist center in Southern California because of its broad spectrum of amusement parks and leisure, recreational and entertainment activities that it offers. These tourist attractions are complemented by the year-round mild climate in Southern California.

Along the County's Pacific Coast shoreline are five state beaches and parks, five Municipal beaches and five County beaches. There are two small-craft docking facilities in Newport Harbor, a third located at Sunset Beach and a fourth at Dana Point.

Other major recreational and amusement facilities include Disneyland, Knott's Berry Farm and the Spanish Mission of San Juan Capistrano. Also located within the County are the Anaheim Convention Center, the Anaheim Sports Arena, Anaheim Stadium and the Art Colony at Laguna Beach with its annual art festival.

Disneyland occupies 230 acres in the City of Anaheim and is one of the major tourist attractions in the nation. Disneyland opened in 1955.

The Anaheim Convention Center is located adjacent to Disneyland. It is situated on 50 acres, with 12 acres under one roof and is one of the largest convention centers on the West Coast.

***\$75,000,000**
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012 General Obligation Refunding Bonds

Timetable and Responsibilities

February						
M	T	W	T	F	S	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

March						
M	T	W	T	F	S	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
M	T	W	T	F	S	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

* Meetings of the Governing Board of the District take place on Mondays as indicated.

√	<u>Date</u>	<u>Event</u>	<u>Responsibility</u>
√	F, 2/10	Initial meeting to review economics and timetable	District, UW
√	M, 2/13	First draft of legal documents distributed	BC, DC, UWC
√	M, 2/13	Credit analyst assigned by each respective rating agency	UW
√	T, 2/14	Comments on initial drafts submitted to Bond Counsel	All
	W, 2/15	All final drafts of legal documents submitted for Board approval	BC, DC, UWC
	Th, 2/16	Submit documents and structure to the rating agencies	District, UW
	W, 2/22	☎ Teleconference with rating agency – S&P – 10.00AM PST	District, UW
	W, 2/22	☎ Teleconference with rating agency – Moody's – 11.00AM PST	District, UW
	M, 2/27	Receipt of bond ratings from credit rating agencies	District, UW
	M, 2/27	District Board meeting to adopt District Bond Resolution	District, UW
	T, 2/28	Print and distribute the Preliminary Official Statement	DC, UW, UWC
	T, 2/28	☎ Teleconference to review indicative pricing and structure	District, UW
	W, 2/29	Price the Refunding Bonds and execute the Purchase Contract	District, UW, UWC
	W, 2/29	Subscribe for SLGS to fund the Escrow Account	District, EA, UW
	Th, 3/1	Interest payment date for existing General Obligation Bonds	District, County
	T, 3/6	Print and distribute the Final Official Statement	DC, UW, UWC
	T, 3/13	Pre-Closing	All
	W, 3/14	Close and deliver funds to the Escrow Agent	All
	Th, 3/15	Deliver debt service schedule to the County	County, UW
	M, 4/2	Report on bond sale results to the District Board <i>(if required)</i>	District, UW

District: Rancho Santiago Community College District
 BC / DC: Bond Counsel / Disclosure Counsel – Stradling Yocca Carlson & Rauth
 County: County of Orange
 EA: Escrow Agent – Wells Fargo Corporate Trust
 UW: Underwriter – Kinsell, Newcomb & De Dios, Inc., RBC Capital Markets Corporation and De La Rosa & Co.
 UWC: Underwriter's Counsel – Fulbright & Jaworski LLC

***\$75,000,000**
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012 General Obligation Refunding Bonds

Interested Parties List

Issuer

Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
(F) 714.796.3950

Raúl Rodríguez, Ph.D. – Chancellor	714.480.7450
	rodriguez_raul@rscdd.edu
Peter Hardash – Vice Chancellor – Business Operations / Fiscal Services	714.480.7340
	hardash_peter@rscdd.edu
Adam O’Connor – Assistant Vice Chancellor – Fiscal Services	714.480.7321
	oconnor_adam@rscdd.edu
Linda Melendez Assistant to the Vice Chancellor – Business Operations / Fiscal Services	714.480.7341
	melendez_linda@rscdd.edu

Bond Counsel / Disclosure Counsel

Stradling Yocca Carlson & Rauth
44 Montgomery Street, Suite 4200
San Francisco, CA 94104
(F) 415.283.1442

David Casnocha, Esq.	415.283.2241
	dcasnocha@sycr.com
Nicholas Heuer, Esq.	415.283.2249
	nheuer@sycr.com

Tax Counsel

Stradling Yocca Carlson & Rauth
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660-6401
(F) 949.725.4100

Carol L. Lew, Esq.	949.725.4237
	clew@sycr.com



Underwriters

Kinsell, Newcomb & De Dios, Inc.
2776 Gateway Road
Carlsbad, CA 92009
(F) 760.444.1031

Trennis L. Wright – Vice President..... 760.444.1009
(C) 858.229.0513
twright@kndinc.com

Richard Eyre – Vice President 760.444.1145
858.699.8595
reyre@kndinc.com

RBC Capital Markets Corporation
Suite 850
777 South Figueroa Street
Los Angeles, CA 90017
(F) 213.362.4110

Ryan Vollmer – Director 213.362.3950
(C) 323.807.4555
ryan.vollmer@rbccm.com

Karma Pemba – Associate..... 213.362.4143
karma.pemba@rbccm.com

De La Rosa & Co.
10866 Wilshire Blvd.
Penthouse Suite 1650
Los Angeles, CA 90024
(F) 310.207.1995

Raul Amezcua – Principal..... 310.207.1975
ramezcua@ejdelarosa.com

Robert Barna – Senior Vice President..... 310.207.1975
(C) 213.700.4136
rbarna@ejdelarosa.com

Fernando Guerra – Senior Vice President..... 310.207.1975
fguerra@ejdelarosa.com

Ramon Zepeda – Analyst 310.207.1975
rzepeda@ejdelarosa.com



Underwriter's Counsel

Fulbright& Jaworski L.L.P.
555 South Flower Street, 41st Floor
Los Angeles, CA 90071
(F) 213.892.9494

Ann La Morena Rohlin – Senior Associate.....213.892.9327
arohlin@fulbright.com

Jonathan Guz, Esq. – Associate.....213.892.9304
jguz@fulbright.com

County Treasurer

County of Orange
Treasurer and Tax Collector's Office
12 Civic Center Plaza, Room G-76
Santa Ana, CA 92702
(F) 714.834.2912

Paul Gorman – Deputy Treasurer.....714.834.2288
pgorman@ttc.ocgov.com

Auditor-Controller

County of Orange
Auditor-Controller – Tax Unit
12 Civic Center Plaza, Room 211
Santa Ana, CA 92702
(F) 714.834.2620

Frank Davies714.834.3015
frank.davies@ac.ocgov.com

County Counsel

Office of the County Counsel
County of Orange
10 Civic Center Plaza, Room 407
Santa Ana, CA 92701
(F) 714.834.2359

John Abbott, Esq.714.834.4379
john.abbott@coco.ocgov.com

Escrow Agent

Wells Fargo Bank
707 Wilshire Blvd, 17th Floor
Los Angeles, CA 90017
(F) 213.614.3355

Kathryn Valdivia – Vice President213.614.3350
kathryn.m.valdivia@wellsfargo.com

Rating Agencies

Moody’s Investors Service
1 Front Street, Suite 1900
San Francisco, CA 94111
(F) 212.298.6768

Christian Ward – Analyst, Public Finance Group415.274.1721
christian.ward@moodys.com

Standard & Poor’s
State & Local Government Ratings
55 Water Street
New York, NY 10041
(F) 212.438.2156

Daniel Zuccarello212.438.7414
daniel_zuccarello@sandp.com

Sussan Corson212.438.2014
sussan_corson@sandp.com

Verification Agent

Grant Thornton LLP
500 U.S. Bank Plaza North
200 South Sixth Street
Minneapolis, MN 55402
(F) 612.332.8984

Mark Peroutka, CPA – Senior Manager612.677.5142
mark.peroutka@us.gt.com

Erik Anderson – Senior Associate612.677.5252
erik.anderson@us.gt.com

Printer

AVIA Communications, Inc.
2102 Business Center Drive, Suite 130
Irvine, CA 92612-1001
(F) 949.608.9660

Jim Siegel949.253.4141
clientservices@aviacomcommunications.com

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To: Board of Trustees	Date: February 27, 2012
Re: Approval to Hire Independent Audit Firm	
Action: Request for Approval	

BACKGROUND

Education Code Section 84040 states that "the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district in accordance with regulations of the board of governors. The audit shall be made by certified public accountants licensed by the California Board of Accountancy." Board Policy 3104 states that the Board "shall call for a Request for Proposal (RFP) of auditing services to be issued for the recruitment of an independent auditor every three years". California Code of Regulations Title 5, section 59102 states that "Arrangements for annual audits for any fiscal year as required by Section 84040 of the Education Code shall be made final no later than May 1 proceeding that fiscal year." The District has contracted with the current audit firm since fiscal year 2006-07.

ANALYSIS

In October, 2011, the District sent out RFPs to sixteen auditing firms. Six proposals were received and each was thoroughly reviewed by District staff. The results of the RFP were then taken to the Board Fiscal/Audit Review Committee for discussion and review. Based upon this review and reference checking, the committee recommends contracting with Vavrinek, Trine, Day & Co., LLP to assist the District with independent auditing services. The amounts listed below represent the contract price by fiscal year. The amounts reflect a first year negotiated savings of \$4,550 from the original proposal, and a savings of \$27,470 from the prior year cost. The audit contract will be renewed annually by board action.

District Entity	2011-12	2012-13	2013-14
District Audit	\$85,500	\$85,500	\$87,200
Rancho Santiago CCD Foundation	\$ 8,800	\$ 8,800	\$ 9,000
Santiago Canyon College Foundation	\$ 7,000	\$ 7,000	\$ 7,200
Santa Ana College Foundation	\$ 11,500	\$ 11,500	\$ 11,700
Measure E Bond Fiscal & Performance Audits	\$ 12,000	\$ 12,000	\$ 12,200
Total Cost	\$ 124,800	\$ 124,800	\$ 127,300

RECOMMENDATION

It is recommended that the Board of Trustees approve hiring Vavrinek, Trine, Day & Co., LLP for auditing services for the 2011-12 fiscal year audit and authorize the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on the District's behalf as presented.

Fiscal Impact:	\$124,800 for Fiscal Year 2011-12	Board Date: February 27, 2012
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Letter of Transmittal



November 14, 2011

Mr. Adam O'Connor
Assistant Vice Chancellor, Fiscal Services
Rancho Santiago Community College District
District Operations Center
Suite 404-2
2323 North Broadway
Santa Ana, California 92706-1640

Dear Mr. O'Connor:

On behalf of the partners and professional team at Vavrinek, Trine, Day & Co., LLP, we are very pleased to respond to your Request for Proposal and to present our proposal to provide professional services to **Rancho Santiago Community College District** related to the audit of the June 30, 2012, 2013 and 2014 financial statements for the District, Rancho Santiago Community College District Foundation, Santa Ana College Foundation, Santiago Canyon College Foundation and annual Measure E bond funds financial and performance audits. As we celebrate our sixty-third year in business, we can truly say that our service philosophy to *Value the Difference* has been seen by our clients as a benefit in the business areas we serve. We understand that long-term relationships are built by adhering to professional standards, providing quality services that reflect the knowledge and expertise of our staff and are earned over the course of time.

Our proven expertise in governmental accounting and auditing and with community college districts specifically allows us to provide a focused approach to the audit that will be seen as a benefit to your staff, management and the Board. Our audit approach will ensure that the District's financial statement, Foundations' financial statements and compliance audit and the Bond performance audit services are completed by technically proficient, experienced professionals that have direct experience auditing California community college districts. Designing "unpredictability" into the selection of audit procedures combined with our thorough understanding of accounting controls ensures that each year, the audit process is technically compliant, efficiently completed and presented on a timely basis.

Letter of Transmittal



The fees presented in our proposal reflect our knowledge of the operations of the Rancho Santiago Community College District the current requirements detailed in the California Community Colleges Contracted District Audit Manual and the Yellow Book Compliance requirements required by the Single Audit Act and OMB A-133. Our full service approach will ensure that you are updated throughout the year as changes occur within the State and Federal regulatory environment and to the audit requirements related to Federal and State programs. We commit to performing the audit within the parameters contained in the Request for Proposal for auditing services, including the timely completion of all required reports. Richard R. Alonzo has been designated as the audit engagement partner and is authorized to make representations on behalf of Vavrinek, Trine, Day & Co., LLP. Contact information is on the cover of this proposal.

The best testimony to our performance is the opportunity for you to personally discuss our performance with our clients. We have included references within our proposal and encourage you to talk with them. Our one firm approach ensures that your financial audit services are coordinated with one engagement team.

We hope that as you read through this proposal, you recognize the philosophy of our Firm which is to provide each of our clients with exceptional service, experienced staff, and an audit approach that will fit your needs. Our dedication to quality, professional standards and service are unmatched in the industry. Thank you for providing us the opportunity to present our proposal.

Should you have any questions, please feel free to call us at (909) 466-4410.

Very truly yours,

Handwritten signature of Richard R. Alonzo in black ink.

Richard R. Alonzo, Partner
Vavrinek, Trine, Day & Co., LLP

Handwritten signature of Heidi E. White in black ink.

Heidi E. White, Partner



Cost of the Services

Our fees are based upon the amount of time that is necessary by staff level to conduct the District Financial Statement and Compliances Audit. Our pricing takes into account the audit as a whole and factors in that we may use individuals at different levels for the assigned work. In developing our schedule of proposed fees, we have taken into account the size and complexity of the **Rancho Santiago Community College District**, the Federal and State compliance requirements currently in place and the required audit procedures for an audit in accordance with *Governmental Auditing Standards*. Our proposed fees are a "maximum not to exceed" fee and are inclusive of all out of pocket costs including report processing, travel or other sundry costs. If additional services are required, we will fully discuss those services the timing and the cost prior to beginning any additional work.

	<u>2011-2012</u>	<u>2012-2013</u>	<u>2013-2014</u>
1) Maximum Annual Cost of the District Audit, including Data Collection Form Preparation and Submittal	\$ 85,500	\$ 85,500	\$ 87,200
(a) Anticipated Hours	900	900	900
2) Maximum Annual Cost of Foundation Audit and Tax Return			
Rancho Santiago Community College District Foundation	\$ 8,800	\$ 8,800	\$ 9,000
(a) Anticipated Hours	120	120	120
Santa Ana College Foundation	\$ 11,500	\$ 11,500	\$ 11,700
(a) Anticipated Hours	140	140	140
Santiago Canyon College Foundation	\$ 7,000	\$ 7,000	\$ 7,200
(a) Anticipated Hours	70	70	70
3) Maximum Annual Cost of Proposition 39 Audits	\$ 12,000	\$ 12,000	\$ 12,200
- Performance			
(a) Anticipated Hours			
- Financial	140	140	140
(a) Anticipated Hours			
4) Hourly Rates for Additional Work by Level of Staff			
- Partner	\$ 220	\$ 220	\$ 225
- Manager	\$ 190	\$ 190	\$ 195
- Supervisor	\$ 150	\$ 150	\$ 155
- Senior Staff	\$ 135	\$ 135	\$ 140
- Junior Staff	\$ 90	\$ 90	\$ 95
- Clerical	\$ 75	\$ 75	\$ 80

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To: Board of Trustees	Date: February 27, 2012
Re: Approval of Lease Agreement with Gov Collection	
Action: Request for Approval	

BACKGROUND

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

ANALYSIS

Gov Collection provides safe online payment collection services for the government, medical and internet sectors, specializing in recurring and installment payments.

The recommended lease is for one year: January 13th, 2012 to January 12th, 2013.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Gov Collection and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District.

Fiscal Impact: \$2,448.00	Board Date: February 27, 2012
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

**Digital Media Center
LEASE**

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and Gov Collection ("Tenant"), is dated January 13th, 2012.

1. LEASE OF PREMISES:

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown by diagonal lines on the floor plan attached hereto as Exhibit "A" and further described at Section 2l. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, sub-tenants and invitees, to use of the Common Areas (as defined at Section 2e).

2. DEFINITIONS:

As used in this Lease, the following terms shall have the following meanings:

- a. Base Rent (initial): \$ 2,448.00 per year.
- b. Base Year: The calendar year of 2012.
- c. Broker(s):
Landlord's: N/A
Tenant's: N/A
- d. Commencement Date: January 13th, 2012
- e. Common Areas: the building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
- f. Expense Stop: (fill in if applicable): \$ N/A
- g. Expiration Date: January 12, 2013 unless otherwise sooner terminated in accordance with provisions of this Lease.
- h. Index (Section 5.2): United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, N/A Average, Subgroup "All Items" (1967 = 100).
- i. Landlord's Mailing Address: 2323 North Broadway, Room 112, Santa Ana, CA 92706-1640
Tenant's Mailing Address: 1300 S. Bristol St, Santa Ana, CA 92704
- j. Monthly Installments of Base Rent (initial): \$ 204.00 per month.
- k. Parking: Tenant shall be permitted upon payment of the then prevailing monthly rate (as set by Landlord from time to time) to park 2 cars on a non-exclusive basis in the area(s) designated by Landlord for parking. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Landlord reserves the right to separately charge Tenant's guests and visitors for parking.
- l. Premises: that portion of the Building containing approximately 204 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building known as Suite No. 245
- m. Project: the building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at: 1300 South Bristol, Santa Ana, CA and further described at Exhibit "B". The Project is known as Digital Media Center.



- n. Rentable Area: as to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- o. Security Deposit (Section 7): \$ N/A.
- p. State: the State of California
- q. Tenant's First Adjustment Date (Section 5.2): the first day of the calendar month following the Commencement Date plus 12 months.
- r. Tenant's Proportionate Share: 0%. Such share is a fraction, the numerator of which is the Rental Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of 1 Building(s) containing a total Rentable Area of 10,000 square feet.
- s. Tenant's Use Clause (Article 8): General office
- t. Term: the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA:

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" - Floor Plan showing the Premises
- b. Exhibit "B" - Site Plan of the Project
- c. Exhibit "C" - Building Standard Work Letter
- d. Exhibit "D" - Rules and Regulations
- e. Addenda:

Internet/Network Use Policy

4. DELIVERY OF POSSESSION:

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession. "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Exhibit "C". If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT:

5.1 Payment of Base Rent: Tenant agrees to pay the Base Rent for the Premises to the DMC Director. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord via DMC Director the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 Adjusted Base Rent:

a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date. Adjustments, if any, shall be based upon increases (if any) in the Index. The Index in publication three (3) months before the Commencement Date shall be the "Base Index". The Index in publication three (3) months before each Adjustment Date shall be the "Comparison Index". As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be determined by increasing the initial Base Rent by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall

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promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

- b. If at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord may substitute any substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the "Index" hereunder.

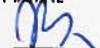
5.3 Project Operating Costs:

- a. In order that the Rent payable during the Term reflects any increase in Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all increases in costs, expenses and obligations attributable to the Project and its operation, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this Lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with provisions of this Section 5.3b.

- 1. The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

(a) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operating Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the taxes which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project); (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project Tenants); (6) operation and maintenance of a room for delivery and distribution of mail to Tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair



market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs)(i) required by a governmental entity for energy conservation of life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by Tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

2. Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:
 - (a) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("Comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."
 - (b) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expenses for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.
 - (c) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this section 5.3 shall survive the Expiration Date.
 - (d) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
 - (e) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
 - (f) If this Lease sets forth an Expense Stop at Section 2f, then during the month Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3b(2)(b) and 8 above.

- 5.4 **Definition of Rent:** All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.
- 5.5 **Rent Control:** If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.
- 5.6 **Taxes Payable by Tenant:** In addition to the rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonable attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

6. **INTEREST AND LATE CHARGES:**

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. **SECURITY DEPOSIT:**

Tenant agrees to deposit with Landlord the Security Deposit set forth in Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the security deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at article 27 hereof. Within fifteen (15) days after the term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obliga-



tions hereunder, Landlord shall return the security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES:

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES:

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or device in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not in-



stalled, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

10. **CONDITION OF THE PREMISES:**

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. **CONSTRUCTION, REPAIRS AND MAINTENANCE:**

a. **Landlord's Obligations:** Landlord shall perform Landlord's Work to the Premises as described in Exhibit "C". Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other Tenant in the Building.

b. **Tenant's Obligations:**

(1) Tenant shall perform Tenant's Work to the Premises as described in Exhibit "C".

(2) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.

(3) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

(4) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate then being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.

c. **Compliance with Law:** Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.

d. **Waiver by Tenant:** Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

e. **Load and Equipment Limits:** Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install



business machines or mechanical equipment which causes noise or vibration to such a degree as to be objectionable to Landlord or other Building Tenants.

- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other Tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS:

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.



Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1.2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligation under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY:

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS:

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other Tenants or occupants of the Building or Project.

15. CERTAIN RIGHTS RESERVED BY LANDLORD:

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use of possession of the Premises:

- a. To name the Building and Project and to change the name or street of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six (6) months of the Term, to show the Premises to prospective Tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable

for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING:

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or sub-tenant on the following further conditions:

(1) Landlord shall have the right to approve such proposed assignee or sub-tenant, which approval shall not be unreasonably withheld;

(2) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;

(3) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;

(4) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and

(5) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however, denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased); plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.

d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto any such actions shall not relieve Tenant of liability under this Lease.

- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100ths (\$150.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.
17. **HOLDING OVER:**
If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a Tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.
18. **SURRENDER OF PREMISES:**
a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.
19. **DESTRUCTION OR DAMAGE:**
a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
b. If, in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.
e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.
20. **EMINENT DOMAIN:**
a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such tak-



ing, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

21. INDEMNIFICATION:

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expense incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other Tenant of the Building or Project.

22. TENANT'S INSURANCE:

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Ten-



ant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord and the proceeds under (ii) above shall be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increase in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. WAIVER OF SUBROGATION:

Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. SUBORDINATION AND ATTORNMENT:

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

25. TENANT ESTOPPEL CERTIFICATES:

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured de-



faults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST:

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer; Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT:

27.1 Tenant's Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or un-terminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2 Remedies: In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or re-taking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in

storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. Past Rent: the worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. Rent Prior to Award: The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. Rent After Award: The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
4. Proximately Caused Damages: Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new Tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

- 27.3 Landlord's Default: If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. **BROKERAGE FEES:**
Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.
29. **NOTICES:**
All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. Mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building Manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.
30. **GOVERNMENT ENERGY OR UTILITY CONTROLS:**
In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.
31. **RELOCATION OF PREMISES:**
Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:
- a. The new premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
 - b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
 - c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
 - d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
 - e. If the new Premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
 - f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base rent, if any.
32. **QUIET ENJOYMENT:**
Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.
33. **OBSERVANCE OF LAW:**
Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.
34. **FORCE MAJEURE:**
Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes there-

fore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS:

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL:

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. MISCELLANEOUS:

a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basis business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.

f. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.

g. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. Corporate Authority. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

- j. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building Or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.
 - k. Furnishing of Financial Statements; Tenant's Representations. In order to induce Landlord to enter into this Lease Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
 - l. Further Assurances. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
 - m. Mortgagee Protection. Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
 - n. Prior Agreements; Amendments. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
 - o. Recording. Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
 - p. Severability. A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
 - q. Successors and Assigns. This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
 - r. Time of the Essence. Time is of the essence of this Lease.
 - s. Waiver. No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
 - t. Compliance. The parties hereto agree to comply with all applicable, federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The American With Disabilities Act.
38. CHANGES TO COMMON AREAS. Landlord reserves the right from time to time without notice to Tenant (i) to close temporarily any of the Common Areas; (ii) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of street entrances, driveways, ramps, entrances, exits, passages, stairways and other ingress and egress, direction of traffic, landscaped areas, loading and unloading areas, and walkways; (iii) to expand the Building; (iv) to add additional buildings and improvements to the Common Areas (thereby reducing the overall size of the Common Areas); (v) to designate land outside the Project to be part of the Project, and in connection with the improvement of such land to add additional buildings and common areas to the Project and/or to delete land and improvements from the Project; (vi) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project or to any adjacent land, or any portion thereof; and (vii) to do and perform such other acts and make such other changes in, to or with respect to the Project, Common Areas and Building or the expansion thereof as Landlord may deem to be appropriate. In addition, and without limiting the generality of the foregoing, Landlord specifically reserves the right, at any time, to change the size, configuration, design, layout and all other aspects of the parking

facility or facilities which constitute a portion of the Common Areas, and/or to perform repairs to those parking facility or facilities, and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the parking facility or facilities for purposes of permitting or facilitating any such construction, alteration, improvements or repairs.

39. DELIVERY DELAY CAUSED BY Tenant. Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
40. INCREASE AND USE OF SECURITY DEPOSIT: On each Adjustment Date, the Security Deposit shall be increased in proportion to the corresponding increase in Base Rent; on each such Adjustment Date, Tenant shall deliver to Landlord an amount equal to the increase in the Security Deposit, which Landlord shall add to the Security Deposit and hold pursuant to the provisions of Section 7 of the Lease. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter enacted, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.
41. LIMITATION ON RENT ABATEMENT. Abatement of Rent pursuant to Section 19.d of the Lease is limited to the extent that Tenant's use of the Premises is prevented by the damage to or destruction of other portions of the Building or Project.
42. WAIVER OF INSURERS' SUBROGATION RIGHTS: In addition to the requirements of Section 23 of the Lease, Tenant shall obtain a waiver of subrogation rights from all of insurers providing insurance obtained by Tenant pursuant to the Lease. Such waivers shall specify that such insurers waive their entire right of recovery against Landlord or Landlord's insurers for loss or damage arising out of or incident to any insured perils, whether due to the negligence of the other party or its agents and regardless of cause or origin.
43. ADDITIONAL METHODS OF DELIVERING NOTICE: In addition to the means of delivering notice set forth in Section 29 of the Lease, any written notice required by the Lease may be delivered by (a) facsimile transmission, provided that the original of such notice is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile transmission, or (b) overnight courier service. Notices sent in either such manner shall be deemed delivered upon actual receipt (or, in the case of notices sent by overnight courier service, upon the first attempt at delivery if the intended recipient refuses to accept delivery).
44. ALTERATIONS REQUIRED BY LAW: Without limiting the generality of Section 37.1 of the Lease, if any federal, state or local laws, regulations, codes, ordinances or administrative orders having jurisdiction over the parties, Premises, Building Project or subject matter of this Lease requires the construction of an addition to or an alteration of the Building or the Common Areas, the remediation of any "Hazardous Material" (as defined in Section 49 below), or the reinforcement or other physical modification of the Building or Common Areas (collectively, the "Mandatory Work"), then the cost of the Mandatory Work shall be allocated between Landlord and Tenant as follows:
 - a. Subject to Section 44.c below, if the Mandatory Work is required as a result of the specific and unique use of the Premises by Tenant as compared with uses by Tenants in general, Tenant shall be fully responsible for the cost thereof; provided, however, that if the Mandatory Work is required in the last year of the Term of this Lease and the cost thereof exceeds six (6) months' Base Rent, Tenant may instead terminate this Lease unless Landlord notifies Tenant, in writing, within ten (10) days after receipt of Tenant's termination notice, that Landlord has elected to pay the difference between the actual cost thereof and the amount equal to six (6) months' Base Rent. If Tenant elects termination, Tenant shall immediately cease the use of the Premises which requires such Mandatory Work and shall deliver to Landlord written notice specifying a termination date at least ninety (90) days after the date of such notice. Such termination date shall, however, in no event be earlier than the last day that Tenant could legally utilize the Premises without commencing the Mandatory Work.
 - b. Subject to Section 44.c below, if the Mandatory Work is not the result of the specific and unique use of the Premises by Tenant, then Landlord shall pay the cost of the Mandatory Work to the extent that it constitutes "Landlord's Obligations" under Section 11.a of this Lease, and Tenant shall pay the cost of the Mandatory Work to the extent that it constitutes "Tenant's Obligations" under Section 11.b of this Lease; provided, however, that if such Mandatory Work is required during the last



year of the Term of this Lease or if Landlord reasonably determines that it is not economically feasible for Landlord to pay its share thereof; Landlord shall have the option to terminate this Lease upon ninety (90) days' prior written notice to Tenant, unless Tenant notifies Landlord, in writing, within ten (10) days after receipt of Landlord's termination notice, that Tenant will pay for such Mandatory Work.

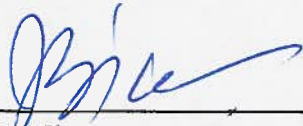
- c. Notwithstanding the foregoing, if the Mandatory Work is required as a result of Tenant's actual or proposed change in use of the Premises, change in intensity of use of the Premises, or modification to the Premises, then Tenant shall be fully responsible for the cost of the Mandatory Work, and Tenant shall not have any right to terminate this Lease.
45. **NO REPRESENTATION AS TO SUITABILITY OF PREMISES:** Landlord makes no representation or warranty as to the suitability of the Premises for the use intended by Tenant, or as to whether Tenant will be able to obtain all applicable governmental permits and approvals necessary for such use. Tenant shall be solely responsible, at Tenant's sole cost and expense, for obtaining any such permits and approvals.
46. **LIMITATION ON TENANT'S REPAIRS:** Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.
47. **CONSTRUCTION INSURANCE:** In addition to the requirements of Section 12 of the Lease, Tenant shall not make any alterations, additions or improvements to the Premises without first providing Landlord with evidence that Tenant has obtained "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such alterations, additions and improvements, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 22 of the Lease immediately upon completion thereof.
48. **WAIVER OF JURY TRIAL:** Each party hereby waives any right to a trial by jury in any action to enforce the specific performance of the Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder.
49. **HAZARDOUS MATERIALS:** Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, transportation, manufacture or sale of any Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by, or is dealt with in, any local governmental authority, the State of California or the United States Government. Accordingly, the term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq. (42 U.S.C. § 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).
50. **TENANT'S HAZARDOUS MATERIAL INDEMNITY:** Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord), and hold Landlord, its agents, employees, and contractors harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with any investigation, clean-up, removal, restoration or detoxification required by any governmental agency due to (i) Tenant causing the presence of any Hazardous Material in, on, under or about the Premises, Building or Property (except for those brought onto the Premises, Building or Property by Landlord in violation of applicable law), and/or (ii) any other use or condition of the Premises caused by Tenant. Tenant's obligations pursuant to the foregoing indemnity shall survive the termination of the Lease and shall bind Tenant's successors and assigns and inure to the benefit of Landlord's successors and assigns.
51. **INDEPENDENT COVENANTS:** The Lease shall be construed as though the covenants therein between Landlord and Tenant are independent and not dependent, and Tenant hereby expressly waives the benefit of any statute to the contrary.

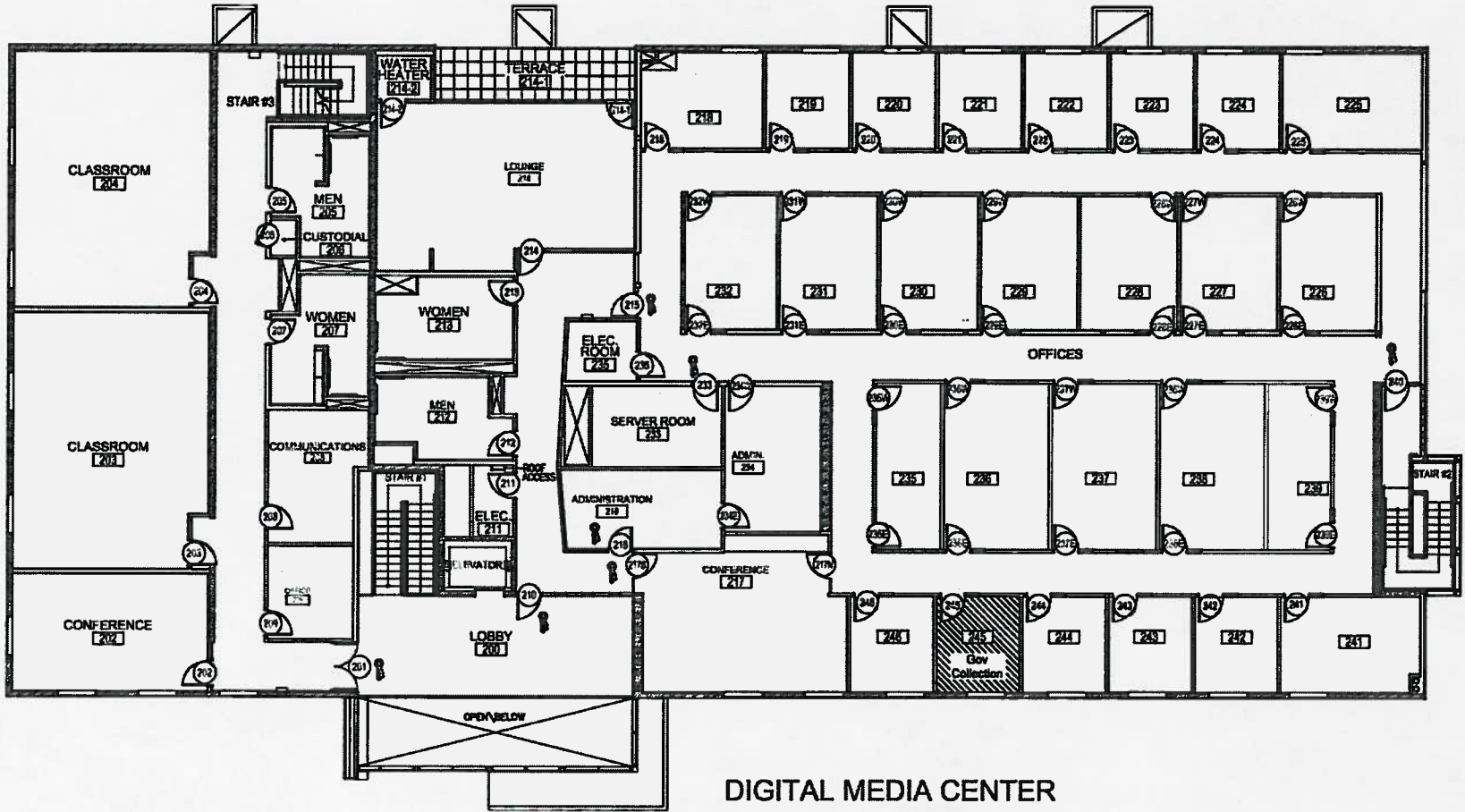


52. **RIGHT TO LEASE:** Landlord reserves the absolute right to affect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or type or number of Tenants shall, during the Lease Term, occupy or be prohibited from occupying any space in the Building or Project.
53. **CONSENT TO JURISDICTION AND SERVICE OF PROCESS:** All judicial proceedings brought against any party hereto arising out of or relating to the Lease may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Addendum each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non convenient and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Lease. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.
54. **REMEDIES:** No remedy conferred upon Landlord by any of the specific provisions of the Lease is intended to be exclusive of any other remedy given hereunder or hereafter existing at law or in equity. The election of any one or more remedies by Landlord shall not constitute a waiver of Landlord's right to pursue other available remedies.
55. **RELATIONSHIP OF PARTIES:** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and Tenant.
56. **COVENANTS AND CONDITIONS:** All provisions of this Lease to be performed by Tenant hereunder are both covenants and conditions.
57. **CONSTRUCTION:** The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease (including this Addendum) or any amendments hereto.
58. **RENTAL RATE:**
- | Year | Rent |
|------|--|
| 1 | \$1.70 per rentable square foot per month full service gross |
59. **TENANT IMPROVEMENTS:** N/A
60. **USE OF INCUTRACK:**
 IncuTrack is a web-based software program provided by the DMC that allows for the secure and confidential exchange of information between Landlord and Tenant. Tenant will be granted access to the program upon admittance into the Incubator.
- a. **Milestones.** Tenant shall establish quarterly milestones with the DMC Director and use IncuTrack to communicate progress relative to achieving the milestones. Milestones include but are not limited to cumulative investment, sources of investment, number of employees, sales volume, etc. Ongoing services offered by the DMC are contingent upon Tenant's achievement of its milestones.
 - b. **Statistical Data.** Tenant shall use IncuTrack to report statistical data on a quarterly basis as required by the Landlord. Statistical data includes but is not limited to number of full-time employees, part-time employees, total salaries and wages, total equity capital raised, gross revenues, etc. The statistical data of individual Tenants will be kept confidential. The data of all tenants will be used in aggregate to satisfy government reporting requirements. Tenant is required to report statistical data for a period of five years after Tenant graduates from the DMC.



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

"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	"TENANT" Gov Collection
By: _____	By: 
Name: <u>Peter J. Hardash</u>	Name: <u>Jack Bicer</u>
Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u>	Title: <u>CEO</u>



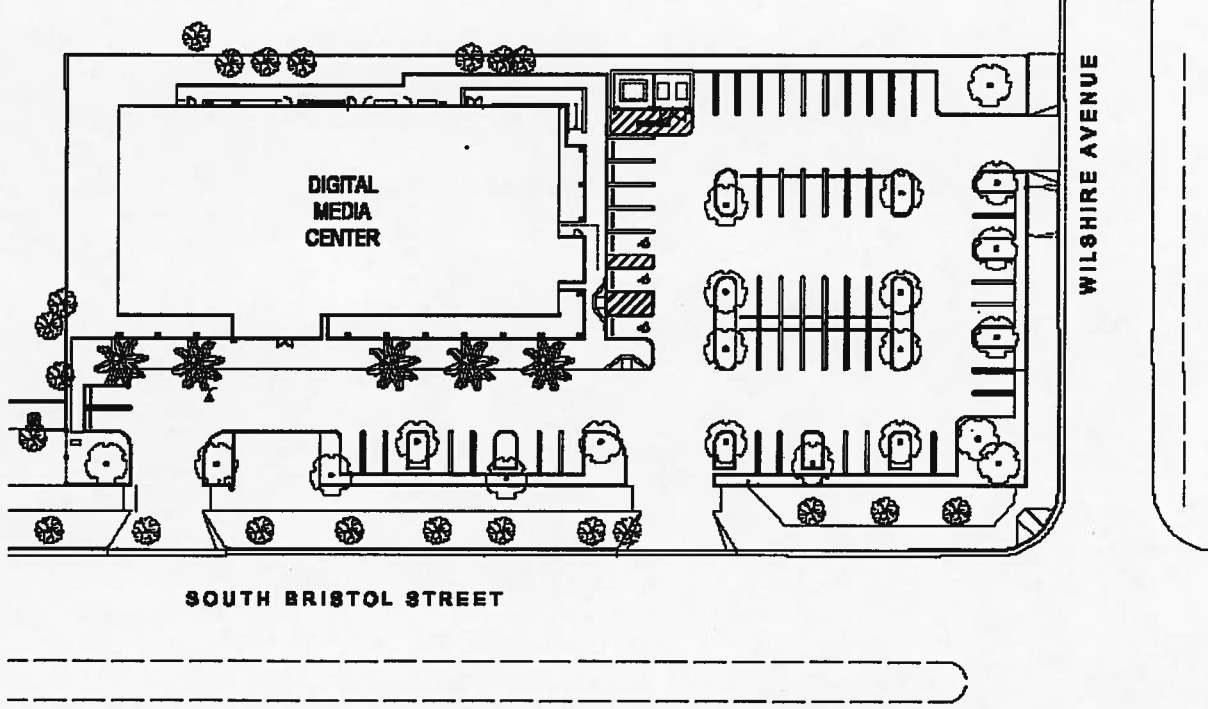
DIGITAL MEDIA CENTER
2nd FLOOR

EXHIBIT A
FLOOR PLAN

ELEC DOOR LOCK

TENANT INITIAL
[Handwritten Signature]
5.5 (24)

EXHIBIT B
SITE PLAN



TENANT INITIAL
[Signature]

EXHIBIT C

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUILDING STANDARD WORK LETTER

This Building Standard Work Letter ("Work Letter") is attached as Exhibit "C" to, and made a part of, that certain Office Building Lease dated January 13th, 2012, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and Gov Collection ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 245 (the "Premises") in the office building located at 1300 South Bristol, Santa Ana, California (the "Building"). This Work Letter shall set forth the terms and conditions relating to the construction of all alterations and additions to the Premises which are to be permanently affixed to the Premises (the "Tenant Improvements"). This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Tenant Improvements, in sequence; as such issues will arise during the actual construction of the Tenant Improvements.

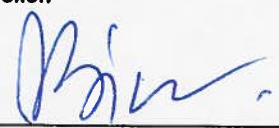
1. Delivery of Base Building, Building Systems and Premises: Upon the full execution of the Lease and Landlord's receipt from Tenant of the first installment of Base Rent, and pursuant to all other applicable terms of the Lease, Landlord shall deliver to Tenant the Premises and the following components of the Building as they relate to the Premises (which components are sometimes collectively referred to herein as the "Base Building"): (i) the base, shell and core of the Building; (ii) all base building systems, including without limitation heating, ventilation and air conditioning ("HVAC"), mechanical (including without limitation elevators), electrical, plumbing, life-safety, sprinkler and telephone (collectively, the "Building Systems"); (iii) the curtain walls; (iv) the structural components of the Building; and the exterior roof of the Building. For purposes of Section 4 of the Lease, Landlord's delivery of the Premises and the Base Building shall be deemed to be "delivery of possession" of the Premises and the "Landlord's Work". Landlord's delivery of the Premises to Tenant, and Tenant's acceptance of the Premises from Landlord, shall be in the Premises' then existing, "as-is" condition. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or its suitability for the conduct of Tenant's business. Tenant acknowledges that prior to the date of the Lease, Tenant has fully and completely inspected the Premises and accepts the Premises in its present condition.

2. Landlord Improvements: All of the Landlord Improvements shall be constructed by Landlord in accordance with the provisions of this Work Letter. Landlord shall: N/A

3. Miscellaneous:
 - 3.1 Tenant's Representative: Tenant has designated Jack Bicer as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter.

 - 3.2 Landlord's Representative: Landlord has designated Robert Brown as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

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

<p>"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p>	<p>"TENANT" Gov Collection</p>
By: _____	By: 
Name: <u>Peter J. Hardash</u>	Name: <u>Jack Bicer</u>
Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u>	Title: <u>CEO</u>

**EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS**

A. General Rules and Regulations. The following rules and regulations govern the use of the Digital Media Center (DMC) Building and exterior Premises adjacent to the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause Tenant's authorized users, its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the DMC Building without the prior written consent of Landlord. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Tenant and under the direction of Landlord by a person or company designated or approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises, Tenant will immediately discontinue such use. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises including from within any interior common areas.

3. Tenant will not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. The halls, passages, exits, entrances, elevators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

4. Tenant will not obtain for use on the Premises ice, drinking water, food, food vendors, beverage, towel or other similar services or accept barbering or boot blacking service upon the Premises, except at such reasonable hours and under such reasonable regulations as may be fixed by Landlord. Landlord expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material, peddling, sales and displays of products, goods and wares in all portions of the DMC Building except as may be expressly permitted under the Lease. Landlord reserves the right to restrict and regulate the use of the common areas of the DMC Building by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a tenant's premises for such purposes. Without limiting the foregoing, Landlord may require that such parties use halls, passageways and stairways for such purposes to preserve access within the Building for tenants and the general public.

5. Landlord reserves the right to require tenants to periodically provide Landlord with a written list of any and all business invitees which periodically or regularly provide goods and services to such tenants at the premises. Landlord reserves the right to preclude all vendors from entering or conducting business within the DMC Building if such vendors are not listed on a tenant's list of requested vendors.

6. Landlord reserves the right to exclude from the DMC Building between the hours of 6 p.m. and 7 a.m. the following business day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the DMC Building or has a pass or is properly identified. Tenant will be responsible for all persons for whom it requests passes and will be liable to Landlord for all acts of such persons. Landlord will not be liable for damages for any error with regard to the admission to or exclusion from the DMC Building of any person. Landlord reserves the right to prevent access to the DMC Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

7. The directory of the DMC Building will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names there-

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

from.

8. All cleaning and janitorial services for the DMC Building and the Premises will be provided exclusively through Landlord, and except with the written consent of Landlord, no person or persons other than those approved by Landlord will be employed by Tenant or permitted to enter the DMC Building for the purpose of cleaning the same. Tenant will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

9. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises.

Tenant, upon the termination of its tenancy, will deliver to Landlord the keys to all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, will pay Landlord therefore.

10. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Landlord's approval, and comply with, Landlord's reasonable rules and requirements applicable to such services, which may include separate licensing by, and fees paid to, Landlord.

11. Any bulky item, including furniture, brought on to the premises will require the DMC Director's approval. The intent is that tenant shall only use the furniture provided by the Landlord. Tenant's initial move in and subsequent deliveries of bulky items, such as furniture, safes and similar items will, unless otherwise agreed in writing by Landlord, be made during the hours of 6:00 p.m. to 6:00 a.m. or on Saturday or Sunday. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries will be made which impede or interfere with other tenants or the operation of the DMC Building.

12. Tenant will not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord will have the right to reasonably prescribe the weight, size and position of all safes, heavy equipment, files, materials, furniture or other property brought into the DMC Building. Heavy objects will, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which platforms will be provided at Tenant's expense. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the DMC Building or to any space therein to such a degree as to be objectionable to any tenants in the DMC Building or Landlord, are to be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant will be responsible for all structural engineering required to determine structural load, as well as the expense thereof. The persons employed to move such equipment in or out of the DMC Building must be reasonably acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the DMC Building by maintaining or moving such equipment or other property will be repaired at the expense of Tenant.

13. Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant will not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the DMC Building by reason of noise, odors or vibrations, nor will Tenant bring into or keep in or about the Premises any birds or animals.

14. Tenant will not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.

15. Tenant will not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the DMC Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice, and will refrain from attempting to adjust controls.

16. Landlord reserves the right, exercisable without notice and without liability to Tenant,

**EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS**

to change the name and street address of the DMC Building. Without the written consent of Landlord, Tenant will not use the name of the DMC Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Tenant will close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and lighting or gas before Tenant and its employees leave the Premises. Tenant will be responsible for any damage or injuries sustained by other tenants or occupants of the DMC Building or by Landlord for noncompliance with this rule.

18. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the tenant who, or whose employees or invitees, break this rule. Cleaning of equipment of any type is prohibited. Shaving is prohibited.

19. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant will not use the Premises for any business or activity other than that specifically provided for in this Lease. Tenant will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

20. Tenant will not install any radio or television antenna, loudspeaker, satellite dishes or other devices on the roof(s) or exterior walls of the DMC Building or the Premises without approval from Landlord. Tenant will not interfere with radio or television broadcasting or reception from or in the Development or elsewhere.

21. Except for the ordinary hanging of pictures and wall decorations, Tenant will not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations. Tenant will not tape or pin items to walls. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant will not cut or bore holes for wires. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

22. Tenant will not install, maintain or operate upon the Premises any vending machines without the written consent of Landlord.

23. Landlord reserves the right to exclude or expel from the DMC Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the DMC Building.

24. Tenant will store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Landlord.

25. The Premises will not be used for lodging or for the storage of merchandise held for sale to the general public, or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No brewing or cooking will be done in offices.

26. Neither Tenant nor any of its employees, agents, customers and invitees may use in any space or in the public halls of the DMC Building or the Premises any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant will not bring any other vehicles of any kind into the DMC Building.

27. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.



**EXHIBIT D
DIGITAL MEDIA CENTER
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29. To the extent Landlord reasonably deems it necessary to exercise exclusive control over any portions of the Common Areas for the mutual benefit of the tenants in the DMC Building, Landlord may do so subject to reasonable, non-discriminatory additional rules and regulations.

30. Smoking is prohibited in the DMC Building and within 20 feet of all entrances.

31. Tenant's requirements will be attended to only upon appropriate application to Landlord's asset management office for the DMC Building by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

32. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the DMC Building.

33. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the DMC Building and Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

34. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

B. Parking Rules and Regulations. The following rules and regulations govern the use of the parking facilities which serve the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross-hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its employees,



**EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS**

subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules and regulations.

9. Parking stickers, access cards, or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Parking identification devices, if utilized by Landlord, must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking identification devices, if any, are not transferable and any device in the possession of an unauthorized holder will be void. Landlord reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements.

10. Loss or theft of parking identification devices or access cards must be reported to the management office in the DMC Building immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device or access card at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have a parking identification device or valid access card. Any parking identification device or access card which is reported lost or stolen and which is subsequently found in the possession of an unauthorized person will be confiscated and the illegal holder will be subject to prosecution.

11. All damage or loss claimed to be the responsibility of Landlord must be reported, itemized in writing and delivered to the management office located within the DMC Building within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, or for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of Landlord, if any, is limited to Two Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. Landlord is not responsible for loss of use.

12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations, without the express written consent of Landlord. Any exceptions to these rules and regulations made by the parking operators, managers or attendants without the express written consent of Landlord will not be deemed to have been approved by Landlord.

13. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

14. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

INITIAL
Landlord _____
Tenant MS

Board Approval

Date

INTERNET/NETWORK USE GUIDELINES

The Digital Media Center Internet/Network Use Guidelines ("DMC INUG") applies to all Digital Media Center ("DMC") personnel, tenants, affiliates and guests (each a "tenant" and collectively "tenants"). Each tenant's use of the DMC's systems and network, including the wireless network, are subject to the binding legal terms set forth in the DMC INUG. The DMC may update the DMC INUG from time to time without giving tenants any prior notice nor shall the DMC be required to obtain any tenant's prior written consent to any amendment. The most current version of the DMC INUG will be legally binding on each tenant. Unless the DMC notifies tenants otherwise, any new features to the DMC's systems and network will be subject to the DMC INUG.

BY USING THE DMC'S SYSTEMS AND NETWORK, TENANTS AGREE TO BE LEGALLY BOUND BY THE DMC INUG. IF ANY TENANT DOES NOT AGREE WITH ANY TERMS OR CONDITION OF THE DMC INUG AS THEN IN EFFECT, SUCH TENANT IS NOT AUTHORIZED TO USE THE DMC'S SYSTEMS OR NETWORK FOR ANY PURPOSE.

Objectives

The DMC INUG has been developed with the following objectives in mind:

1. To ensure the security, reliability and privacy of the DMC systems and networks, as well as the private networks and systems of certain tenants.
2. To maintain the image and reputation of the DMC as a responsible network provider.
3. To preserve valuable Internet resources as a conduit for free expression.
4. To encourage the responsible use of Internet resources and discourage practices, which degrade the usability of network resources, and thus the value of Internet services.
5. To protect the DMC from civil or criminal liability arising out of inappropriate use of internet resources.
6. To preserve the privacy and security of individual network users. Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
7. To ensure that DMC tenants protect the rights and privileges of all Internet users by adhering to the DMC INUG.

VIOLATION OF ANY OF THE FOLLOWING GUIDELINES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF INTERNET ACCESS BY THE OFFENDING USER.


Initial

If you have any question as to whether a contemplated use or action is permitted, please contact a DMC representative who will assist you. The following paragraphs named (General Conduct, System and Network Usage Security, etc.) are subjected to update.

General Conduct

- Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
- No firewall is provided on the DMC network. Tenants must use their own firewall to protect their own private network.
- Tenants are required to use current antivirus software to protect all hardware connected to the DMC networks.
- Tenants are prohibited from transmitting on or through any DMC services, any material that is unlawful, threatening, abusive, or libelous. DMC tenants are expressly prohibited from encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international standards, laws, statutes or regulations.
- The DMC's services may only be used for lawful purpose. Transmission, distribution, or storage of any information, data or material in violation of international, federal or state regulations or laws, is expressly prohibited. This policy expressly includes material protected by copyrights, trademarks, trade secret, or any other statute.
- Tenants may not engage in any tortuous conduct, including, but not limited to, posting of defamatory, scandalous, or private information about a person without express consent, intentionally inflicting emotional distress, or making physical threats against another person via e-mail, news, or any other electronic media/service provided by the DMC.
- Tenants are responsible for providing and maintaining accurate and current information on the Internet. Furnishing false data on an application, agreement or form, or including fraudulent use of any credit card numbers, is grounds for immediate termination of Internet service, and may subject the offender to civil or criminal liability.

Systems and Network Usage Security

- Tenants may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the tenant, logging into a server or account the tenant is not expressly authorized to access, or probing the security of other networks.
- Tenants may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to: "flooding" of networks, deliberate attempts to overload service, and attempts to "crash" a host.



- Tenants may not use any kind of program/script/command, or send messages of any kind, designated to interfere with a user's terminal session, via any means, locally or via the internet.
- Tenants must safeguard their account passwords to prevent unauthorized access to their accounts.

NOTE: Users who violate systems or network security may incur criminal or civil liability. The DMC will cooperate fully with all investigations of violations of systems or network security at other sites, including cooperation's with law enforcement authorities in the investigation of suspected criminal violations.

E-mail

- Any email harassment by language, frequency, or size of messages, is expressly prohibited.
- Tenants may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, the tenant must immediately stop any further e-mail messages.
- Tenants are expressly forbidden to send unsolicited bulk mail messages ("junk mail" or "Spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to individuals who have expressly requested it.
- Tenants may not forward or otherwise propagate or encourage chain letters.
- Malicious e-mail, including but not limited to "mail bombing" "(flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is expressly prohibited.
- Forging header or any other identifying information is not permitted.
- Subscribing someone else to a mail list or removing someone else from a mail list without that person's express permission is prohibited.
- DMC accounts or services may not be used to collect replies to messages sent from another Internet Service Provider (ISP), where those messages violate the DMC INUG or the usage policy of the other provider.
- These rules and policies apply to any other Internet-based distribution mediums, including RLG's Ariel system (a system for sending FAX-like documents over the Internet).
- Tenants may not use mail services, mail-forwarding capabilities, POP accounts, or auto-responders other than those used for the tenants' specific accounts.

NOTE: The DMC operates under a strict NO SPAM policy regarding unsolicited e-mail. If any violation of this policy requires the intervention of the DMC, services will be immediately terminated. The DMC reserves the right to act as sole arbiter of appropriate Internet conduct.

VOIP (Voice Over Internet Protocol)

- VOIP is not available on the DMC network.

IRC (Internet Relay Chat)

- Tenants are prohibited from using or hosting IRC scripts, servers, or programs on DMC shared and dedicated server accounts.
- Neither IRC robots (bots" or "clones"), nor IRC sessions may be run from the DMC's shared, dedicated, or co-location server accounts.
- The DMC is not liable for the content of any communication made on IRC.

General Use

- In consideration of others on the network, tenants are required to schedule large file downloads, and downloads from "slow" sites for after 6:00 PM on weekdays or on Saturday and Sunday. It is advised that you notify the DMC of these downloads in advance.
- Peer-to-peer file sharing (e.g. utilizing Bit Torrent, Naspter, e-Mule, e-Donkey, Kazaa or similar software programs) is strictly prohibited. Tenant's network administrators are responsible for ensuring that all tenant workstations adhere to this policy.
- Tenants are prohibited from using public hosted servers on the DMC network. The DMC Administrator reserves the right to immediately remove any public server on the DMC network in use by any tenant at any time, with or without warning.
- If assigned a static IP address, the tenant being assigned the static IP address may only use the assigned static IP address. Permission to use a static IP addresses is solely at the discretion of the DMC Administrator and can be revoked at any time, for any reason.
- Tenants are aware that the DMC's bandwidth is shared by all the tenants. Tenants will use the bandwidth with the other tenants in mind.

Wireless Networks

- Tenants utilizing wireless networks within the DMC network are required to follow DMC protocol policies (provided upon request). Tenants with wireless networks are subject to periodic audits to ensure continued compliance. Failure to comply with wireless network protocols may result in termination of Internet service.
- Tenants are required to use wired equivalent privacy (WEP) protocol and not broadcast the service set identifier (SSID) of their wireless access point.

Server Room Access

- DMC shall not be in default under the lease or be liable for any damages directly or indirectly resulting from HVAC failures. The server room is offered to tenants out of courtesy and all use by the tenants is at their own risk. DMC provides no warranties as to the functionality, suitability or reliability of the DMC's system and network for the uses

of any of the tenants, and provides access to the tenants on an "as is" basis. Server room can only be accessed by the CEO or equivalent of the tenant whose server is located in the DMC server room.

- DMC shall not be liable under any circumstances for a loss of or injury to property or business occurring through or in connection with or incidental to failure of the HVAC unit. In case of HVAC malfunction (e.g. not cooling), tenant shall give DMC prompt notice of any such malfunction upon becoming aware of any such problems.
- DMC shall have no liability to tenant for any damage, inconvenience, or interference with the use of the server room by other tenants.
- Tenant is responsible for the overall operation of its own equipment placed in the server room. Tenant must notify DMC administration before installing any new equipment in the DMC server room
- Tenant's server computer must conform to the specifications set by the DMC administration and rack space available.
- Tenant shall not make any alteration, additions or improvement to the server racks provided by the DMC.
- DMC reserves the right to refuse access or use of the server room at its discretion.

Material and Product Requirements

- The use of the DMC's service requires knowledge about the use of Internet languages, protocols, and software. The appropriate level of knowledge varies from tenant to tenant depending on the anticipated use of the system for business purposes. Tenants are required to have the necessary knowledge to maintain their networks and/or systems. It is not the responsibility of the DMC to provide this knowledge or customer support. The DMC will gladly refer the tenant to appropriate organizations and services providers with this expertise.

Privacy

- The DMC will attempt to protect the privacy of our tenants and information that is stored on our network. The DMC will only access and disclose information necessary to comply with applicable laws and government request, to operate and maintain our systems and services, or to protect the DMC and its tenants.

Remedies

- Each tenant is responsible for their actions and actions of their staff. Tenants are responsible for any cost or expenses to remedy a violation of these policies if the DMC staff or agents determine that a tenant was responsible.
- Continued violation of these policies may result in closing Internet access, fines, and/ or expulsion from the DMC.

THE DMC INUG DEFINES ACTIONS WHICH THE DMC CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THESE GUIDELINES IS NON-EXCLUSIVE, AND IS PROVIDED SOLELY FOR GUIDANCE TO THE DMC'S TENANTS.

If you are unsure whether any contemplated use or activity is prohibited, please contact a DMC representative for further assistance. Please note:

- Prohibited uses or activities are not permitted through other ISPs via any service hosted by the DMC or connected to the DMC network.
- Tenant's services may not be advertised via deceptive marketing practices, as defined by the Federal Trade Commission Deception Policy Statement.

The DMC further limits any exceptions made to the DMC INUG as secondary to the server and network security, performance and integrity of the system. Any user, regardless of exception status, may have his or her service disabled if it is interfering with the DMC servers or network.

Specific questions about this policy and reports of activity in violation of this policy should be specifically addressed to the DMC Director.

By signing this page, tenant confirms that the INUG has been read, understood and agrees to comply with the INUG, and to be subject to its terms, as may be updated from time to time by the DMC.


"LANDLORD"

**Rancho Santiago Community College
District**

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor, Bus.Ops/Fiscal Svcs.

"TENANT"

By: Gov Collection
Name: Jack Bicer
Title: _____


Initial

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

To: Board of Trustees	Date: February 27, 2012
Re: Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended December 31, 2011	
Action: Request for Approval	

BACKGROUND

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

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the first quarter in fiscal year 2011-12 ended December 31, 2011.

ANALYSIS

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the six months covered in this report, the District has recognized 54.8% of budgeted revenues and other financing sources and 43.9% of budgeted expenditures and other outgo in the unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending December 31, 2011 as presented.

Fiscal Impact:	Not applicable	Board Date:	February 27, 2012
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

California Community Colleges
QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q
 Fiscal Year 2011-2012

District: (870) Rancho Santiago Community College

Quarter Ended: December 31, 2011

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

As of June 30 for fiscal year specified.

	FY 2008-09 Actual	FY 2009-10 Actual	FY 2010-11 Actual	FY 2011-12 Projected
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	147,790,705	147,237,880	146,382,590	135,534,948
Other Financing Sources (Objects 8900)	16,237	18,428	17,279	17,261
Total Unrestricted Revenues	147,806,942	147,256,308	146,399,869	135,552,209
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	146,044,061	130,775,432	130,076,750	142,326,187
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	832,530	1,667,813	1,596,948	1,521,041
Total Unrestricted Expenditures	146,876,591	132,443,045	131,673,698	143,847,228
Revenues Over(Under)Expenditures	930,351	14,813,263	14,726,171	-8,295,019
Fund Balance, Beginning	15,476,747	16,566,808	31,418,493	46,173,393
Prior Year Adjustments + (-)	159,510	38,622	28,729	0
Adjusted Fund Balance, Beginning	15,636,257	16,605,230	31,447,222	46,173,393
Fund Balance, Ending	16,566,808	31,418,493	46,173,393	37,878,374
% of GF Balance to GF Expenditures	11.3%	23.7%	35.1%	26.3%

II. Annualized Attendance FTES:

Annualized FTES (Excluding apprentices and non-residents)	2008-09	2009-10	2010-11	2011-12
	34,310	30,564	30,745	28,105

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

As of the specified quarter ended for each fiscal year presented

General Fund Cash Balance (Excluding Borrowed Funds)	2008-09	2009-10	2010-11	2011-12
	31,864,022	45,553,389	53,383,035	62,205,521

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

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	135,485,656	135,534,948	74,255,819	54.8%
Other Financing Sources (Objects 8900)	16,500	16,500	17,261	104.6%
Total Unrestricted Revenues	135,502,156	135,551,448	74,273,080	54.8%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	142,327,809	142,326,187	63,129,056	44.4%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,521,041	1,521,041	-2,703	-0.2%
Total Unrestricted Expenditures	143,848,850	143,847,228	63,126,353	43.9%
Revenues Over(Under) Expenditures	(8,346,694)	(8,295,780)	11,146,727	
Adjusted Fund Balance, Beginning	46,173,393	46,173,393	46,173,393	
Fund Balance, Ending	37,826,699	37,877,813	57,320,120	
% of UGF Fund Balance to UGF Expenditures	26.3%	26.3%		

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

SALARIES

Contract Period Settled (Specify)	Management		Academic**		Classified/Confidential	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
2011-12	411,953	1.053%			1,000,816	1.053%
Year 2						
Year 3						

*As specified in Collective Bargaining Agreement.

BENEFITS

Contract Period Settled (Specify)	Management	Academic	Classified/Confidential
	Total Salary Cost Increase	Total Salary Cost Increase	Total Salary Cost Increase
2011-12	202,012	683,355	698,957
Year 2			
Year 3			

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

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

YES NO

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

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

YES NO

Next Year? YES NO

CERTIFICATION Rancho Santiago Community College District

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

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

 District Chief Business Officer Date

 District Chief Executive Officer Date

Quarter Ended: December 31, 2011

Governing Board Meeting Date: February 27, 2012

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Quarterly Investment Report as of December 31, 2011	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended December 31, 2011 is submitted in accordance with Section 53646(b) of the Government Code. The district's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of December 31, 2011 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended December 31, 2011, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending December 31, 2011.

All investments for the quarter ended December 31, 2011 are in accordance with Board Policy 3211, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of December 31, 2011 is presented as information.

Fiscal Impact:	None	Board Date: February 27, 2012
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**Rancho Santiago Community College District
Statement of Cash
December 31, 2011**

FILE COPY

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	87,701,048	0.54%	Oct-Dec	40.87%
Bond Sinking Funds	11,761,568	0.54%	Oct-Dec	5.48%
All Other Funds	111,864,161	0.54%	Oct-Dec	52.13%
Local Agency Investment Fund (LAIF)	149,400	0.38%	Oct-Dec	0.07%
Revolving Fund, Refundable Deposits and Cash in Banks	3,093,681	0.00%	Oct-Dec	1.44%
	<u>214,569,858</u>			<u>100.00%</u>

Rancho Santiago Community College District

Cash Position
December 31, 2011

	County Fund	RSCCD Fund	Cash In County 9110	Cash In County-Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 9121/9125	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12)	1	11/12	59,186,840				2,918,681	100,000			62,205,521
Child Development Fund	12	33	212,560								212,560
Bond Fund Measure E	22	42	87,701,048								87,701,048
Bond Int & Red Fund	31	21				5,138,608					5,138,608
Bond Int & Red Fund	32	22				4,391,641					4,391,641
Bond Int & Red Fund	33	23				2,231,319					2,231,319
Capital Outlay Projects Fund	40	41	19,610,587								19,610,587
Workers' Compensation Fund	68	62	4,496,263						50,000		4,546,263
Property and Liability Fund	70	61	350,760						25,000		375,760
Retiree Benefits Fund	71	63	28,476,287							149,400	28,625,687
Student Financial Aid	74	74	(888,512)	24,328	395,048						(469,136)
Totals			199,145,833	24,328	395,048	11,761,568	2,918,681	100,000	75,000	149,400	214,569,858



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

INTERDEPARTMENTAL COMMUNICATION

Date: January 18, 2012

To: Supervisor John Moorlach, Chair
Supervisor Shawn Nelson, Vice-Chair
Supervisor Patricia Bates
Supervisor Bill Campbell
Supervisor Janet Nguyen

From: Shari L. Freidenrich, CPA, CCMT, CPFA, CFFIM *SLF*

Subject: Treasurer's Investment Report for the Month Ended December 31, 2011

Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended December 31, 2011. This report is provided in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information. This report is also publicly available on our website at <http://bos.ocgov.com/ocinvestments>.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of December 31, 2011. The Investment Pool Statistics summary shows the total investments responsibility of the Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool which includes the Voluntary participants' funds, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool and various other small non-Pooled investments funds. The Board of Supervisors approved the 2012 Investment Policy Statement (IPS) in their regular meeting of January 10, 2012. The 2012 IPS includes extensive formatting changes to closely match the Association of Public Treasurers of the United States and Canada model investment policy structure and elements. The 2012 IPS includes modifications to reflect changes in California Government Code, and a number of changes to provide increased safety and diversity for pool participants. The IPS also added a new process for approving new voluntary pool participants in an expedited manner. The updated IPS, which now includes a Glossary section, can be found at <http://bos.ocgov.com/ocinvestments>.

In December, the Treasurer requested that the Board of Supervisors approve a "Temporary Transfer Agreement" for FY 2011/12 and FY 2012/13 based on California Constitution Article XVI, Section 6. This program requires the Treasurer to make temporary transfers of monies to School Districts and Community College Districts from the Orange County Educational Money Market Fund. The Board approved this request on December 13, 2011. This program provides for liquidity at a low cost for Districts whose cash flows have been impacted by State deferrals and other State budget actions.

The Investment Policy requires investment of public funds in a manner which will, in order of priority, maintain safety of principal while meeting fund participants' daily cash flow needs, achieve a market rate yield, and attempt to stabilize the Net Asset Value at \$1.00, for the Money Market Funds, while conforming to all applicable State statutes and Board actions regarding public funds investment. The County Treasurer established three Money Market Pools, the Orange County Money Market Pool, the John Wayne Airport Investment Pool and the Educational Money Market Pool, which all are invested primarily in cash-equivalent securities and provide liquidity for immediate cash needs. The County Treasurer also

established the Extended Fund which is for cash requirements between one and five years. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Educational Investment Pool is comprised of the Educational Money Market Fund and portions of the Extended Fund. Standard & Poors, in November 2011, reaffirmed their highest rating of AAAM on the County and the Educational Money Market Funds.

The maximum maturity of investments for the Orange and Educational Money Market Funds is 13 months, with a maximum weighted average maturity (WAM) of 60 days and they have a current WAM of 59 and 58 respectively. The maximum maturity of the Extended Fund is 5 years, with duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.35). The duration is currently at 1.43. The investments in all of the Pools are marked to market daily to determine the value of the Pools. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

U.S. economic data released in the last few months have shown improvement in the U.S. economy. Monthly payroll figures, although not robust, have been positive for a year. This has helped the unemployment rate drop to 8.5%. However, investors continue to be uneasy about the economy in Europe and there continues to be a "flight to safety" keeping U.S. Treasury yields at record lows. The 2-year U.S. Treasury yield fluctuated between 0.22% and 0.29% during the month. The 90 day T-bill yield was around 0.01% and the rate on two year Treasuries stood at 0.24% at the end of the month.

INVESTMENT INTEREST YIELDS AND FORECAST

Our current gross interest yield year-to-date for 2011/2012 is .55% for the Orange County Investment Pool and .54% for the Orange County Educational Investment Pool. These yields have dropped in December primarily due to the receipt of over \$2.4 billion in secured property taxes in November and December which were deposited and invested short-term. Over 70% of these taxes were then paid out in December to the County agencies and school districts. There is no change in our forecasted yield for fiscal year 2011/2012, we are still estimating an average gross interest yield of 0.40%.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued but unpaid interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the month following. The December 2011 interest apportionments are expected to be paid by February 29, 2012. The current estimated administrative fee rate is expected to drop below nine basis points for the remainder of this year from ten basis points.

COMPLIANCE SUMMARY

The investment portfolios had no compliance exceptions for the month of December 2011.

CREDIT UPDATE

The County Treasurer removed one issuer from the approved list in December when the company was placed on credit watch negative.

I certify that this report includes all pool and non-pooled investments as of December 31, 2011 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on September 13, 2011. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	DECEMBER 2011	NOVEMBER 2011	INCREASE (DECREASE)	NET CHANGE %	DECEMBER 2010	CHANGE	NET CHANGE %
<u>Orange County Investment Pool</u>							
End Of Month Market Value	\$ 3,498,698,635	\$ 3,593,168,671	\$ (94,470,036)	-2.70%	\$ 3,554,036,828	\$ (55,338,193)	-1.58%
End Of Month Book Value	\$ 3,483,346,247	\$ 3,587,525,860	\$ (104,179,613)	-2.99%	\$ 3,552,215,125	\$ (68,868,878)	-1.98%
Monthly Average Balance *	\$ 3,933,646,202	\$ 3,285,041,172	\$ 648,605,030	16.49%	\$ 3,994,040,079	\$ (60,393,877)	-1.54%
Year-To-Date Average Balance	\$ 3,228,548,783	\$ 3,087,529,299	\$ 141,019,484	4.37%	\$ 3,180,565,072	\$ 47,983,711	1.49%
Monthly Accrued Earnings	\$ 1,430,442	\$ 1,502,066	\$ (71,624)	-5.01%	\$ 1,643,435	\$ (212,993)	-14.89%
Monthly Net Yield *	0.35%	0.45%	-0.10%	-28.21%	0.38%	-0.03%	-8.83%
Annual Budgeted Gross Yield **	0.75%	0.75%	0.00%	0.00%	1.10%	-0.35%	-46.67%
Weighted Average Maturity	280	286	(6)	-2.1%	357	(77)	-27.5%
<u>Orange County Educational Investment Pool</u>							
End Of Month Market Value *	\$ 3,449,632,576	\$ 2,649,364,840	\$ 800,267,736	23.20%	\$ 3,668,305,267	\$ (218,672,691)	-6.34%
End Of Month Book Value *	\$ 3,444,398,576	\$ 2,644,632,071	\$ 799,766,505	23.22%	\$ 3,666,168,137	\$ (221,769,561)	-6.44%
Monthly Average Balance *	\$ 3,001,297,966	\$ 2,720,151,746	\$ 281,146,220	9.37%	\$ 3,067,888,033	\$ (66,590,067)	-2.22%
Year-To-Date Average Balance	\$ 2,925,097,754	\$ 2,909,857,712	\$ 15,240,042	0.52%	\$ 2,758,093,579	\$ 167,004,176	5.71%
Monthly Accrued Earnings	\$ 1,265,586	\$ 1,346,801	\$ (81,216)	-6.42%	\$ 1,335,108	\$ (69,522)	-5.49%
Monthly Net Yield *	0.42%	0.50%	-0.08%	-18.76%	0.41%	0.01%	1.90%
Annual Budgeted Gross Yield **	0.75%	0.75%	0.00%	0.00%	1.10%	-0.35%	-46.67%
Weighted Average Maturity *	242	316	(74)	-30.6%	288	(46)	-19.0%

* In December, the Orange County Investment Pool and Orange County Educational Investment Pool gross monthly yields dropped 0.10% and 0.08%, respectively. This was primarily due to a temporary increase in fund balances from incoming secured property tax receipts that were deposited and only invested short-term at interest rate levels less than .05%. Over 70% of these funds were then paid out to the County agencies and school districts near the end of the month. As a consequence, the yield on the County and Schools Money Market portion of the funds dropped to .12% and .19%, respectively, reducing the overall investment pool yields. Also, because of the possible need to fund "Transfer Agreements", to Educational Districts, the \$800 million increase in the Educational Fund was invested in short maturities causing the overall weighted

** Forecasted Annual Gross Yield has been adjusted to .40%

**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: DECEMBER 31, 2011**

INVESTMENT STATISTICS - By Investment Pool***							
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/11	MONTHLY Gross Yield	QUARTER Average Gross Yield	Current NAV	
COMBINED POOL BALANCES (Includes the Extended Fund)							
Orange County Investment Pool	MARKET Value \$	3,489,698,635	280	0.46%	0.43%	1.00	
	COST (Capital) \$	3,486,676,366					
	MONTHLY AVG Balance \$	3,933,646,202					0.52%
	QUARTERLY AVG Balance \$	3,402,121,750					
	BOOK Value \$	3,483,346,247					
Orange County Educational Investment Pool	MARKET Value \$	3,449,632,576	242	0.48%	0.50%	1.00	
	COST (Capital) \$	3,447,486,370					
	MONTHLY AVG Balance \$	3,001,297,966					0.54%
	QUARTERLY AVG Balance \$	2,891,595,493					
	BOOK Value \$	3,444,398,576					

INVESTMENT STATISTICS - Non Pooled Investments **				
DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE		
Specific Investment Funds: 112, 283, 494, 497, 505, 510, 514, 15B	MARKET Value \$	57,010,556	Money Market Mutual Funds \$	6,074,992
	COST (Capital) \$	57,084,055	Repurchase Agreement	1,081,500
	MONTHLY AVG Balance \$	57,084,292	John Wayne Airport Investment Pool	49,817,467
	QUARTERLY AVG Balance \$	57,046,925	GNMA Mortgage-Backed Security	120,095
				\$ 57,094,055

MONTH END TOTALS			
INVESTMENTS & CASH		FUND ACCOUNTING & SPECIFIC INVESTMENTS	
County Money Market Fund	\$ 1,844,035,911	County Funds	\$ 3,530,204,294
County Cash	43,527,927	Educational Funds	3,447,490,104
Educational Money Market Fund	2,097,488,370	Specific Investment Funds	57,094,055
Extended Fund	2,992,640,455		
Educational Cash	3,733		
Non Pooled Investments @ Cost	57,094,055		
	\$ 7,034,788,452		\$ 7,034,788,452

KEY POOL STATISTICS			
INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
COUNTY MONEY MARKET FUND - MONTHLY GROSS YIELD	0.12%	COUNTY MONEY MARKET FUND	59
EDUCATIONAL MONEY MARKET FUND - MONTHLY GROSS YIELD	0.19%	EDUCATIONAL MONEY MARKET FUND	58
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	0.19%	JOHN WAYNE AIRPORT WAM	48
COUNTY INVESTMENT POOL - YTD NET YIELD****	0.46%	LGIP WAM (Standard & Poors)	42
EDUCATIONAL INVESTMENT POOL - YTD NET YIELD****	0.45%	I-MONEY NET PRIME MMF WAM	36
I-MONEY NET PRIME MONEY MARKET FUND - DECEMBER AVERAGE NET YIELD	0.05%		
90-DAY T-BILL YIELD DECEMBER AVERAGE	0.002%		

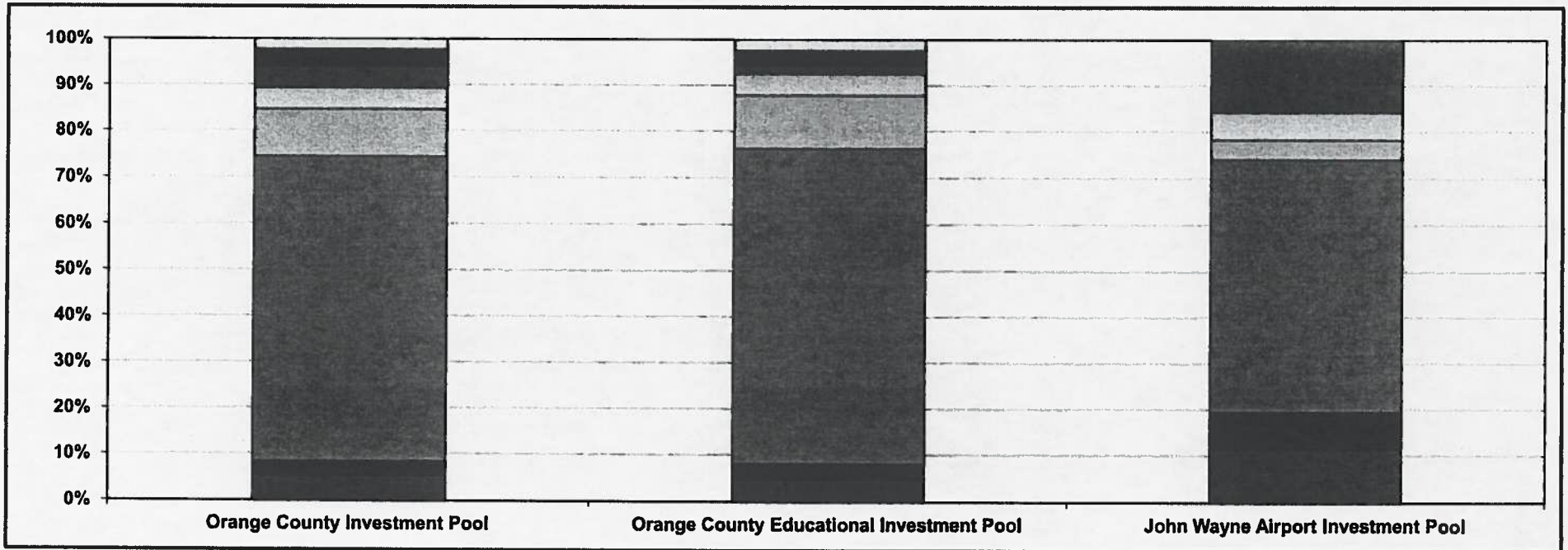
**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: DECEMBER 31, 2011**

INVESTMENT STATISTICS - By Investment Fund*

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/11	MONTHLY Gross Yield	QUARTER Average Gross Yield	Current NAV
<u>County Money Market Fund</u>	MARKET Value \$ 1,843,582,007	59	0.16%	0.12%	0.17%	1.00
	COST (Capital) \$ 1,844,035,911					
	MONTHLY AVG Balance \$ 2,294,463,112					
	QUARTERLY AVG Balance \$ 1,763,634,669					
	BOOK Value \$ 1,843,380,970					
<u>Educational Money Market Fund</u>	MARKET Value \$ 2,086,783,911	58	0.15%	0.19%	0.24%	1.00
	COST (Capital) \$ 2,087,488,370					
	MONTHLY AVG Balance \$ 1,651,297,966					
	QUARTERLY AVG Balance \$ 1,541,535,493					
	BOOK Value \$ 2,086,697,166					
<u>Extended Fund</u>	MARKET Value \$ 2,988,955,293	528	0.88%	0.87%	0.88%	1.00
	COST (Capital) \$ 2,992,640,455					
	MONTHLY AVG Balance \$ 2,989,183,089					
	QUARTERLY AVG Balance \$ 2,988,487,081					
	BOOK Value \$ 2,987,768,889					
ALLOCATION OF EXTENDED FUND						
<u>Extended Fund</u> <u>County Share</u>	MARKET Value \$ 1,648,106,628	528	0.88%	0.87%	0.88%	1.00
	COST (Capital) \$ 1,642,640,455					
	MONTHLY AVG Balance \$ 1,639,183,089					
	QUARTERLY AVG Balance \$ 1,638,487,081					
	BOOK Value \$ 1,638,968,277					
<u>Educational Share</u>	MARKET Value \$ 1,352,848,665	528	0.88%	0.87%	0.88%	1.00
	COST (Capital) \$ 1,350,000,000					
	MONTHLY AVG Balance \$ 1,350,000,000					
	QUARTERLY AVG Balance \$ 1,350,000,000					
	BOOK Value \$ 1,347,801,412					
<u>Duration</u>	1.43					

- * Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the Investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.
- ** Specific non pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the Inventory listing in Section VII of this report.
- *** The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.
- **** This is the OCIP-Net Yield which is a year to date net yield (reduced by Treasury administration fees) as compared to the monthly gross yield above.

ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE - By Percentage Holdings
December 31, 2011



Orange County Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 184,979	5.30%
COMMERCIAL PAPER	107,816	3.09%
U.S. GOVERNMENT AGENCIES	2,300,327	65.92%
MONEY MARKET FUNDS	361,733	10.36%
MEDIUM - TERM NOTES	163,184	4.68%
MEDIUM - TERM NOTES - FDIC	157,654	4.52%
MUNICIPAL DEBT	128,460	3.68%
U.S. TREASURIES	85,546	2.45%
	<u>\$ 3,489,699</u>	<u>100.00%</u>

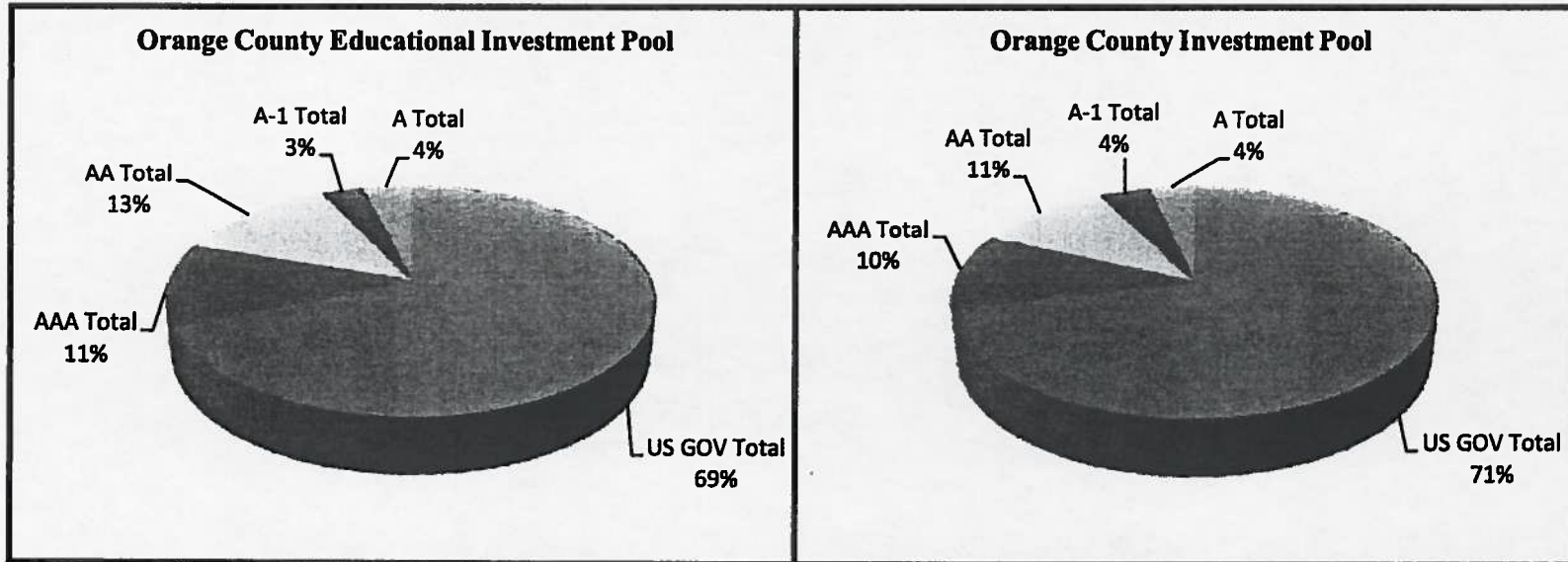
Orange County Educational Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 167,571	4.87%
COMMERCIAL PAPER	113,205	3.28%
U.S. GOVERNMENT AGENCIES	2,351,400	68.16%
MONEY MARKET FUNDS	394,462	11.43%
MEDIUM - TERM NOTES	166,979	4.84%
MEDIUM - TERM NOTES - FDIC	57,646	1.67%
MUNICIPAL DEBT	111,288	3.23%
U.S. TREASURIES	87,082	2.52%
	<u>\$ 3,449,633</u>	<u>100.00%</u>

John Wayne Airport Investment Pool		
	In Thousands	%
CERTIFICATES OF DEPOSIT	\$ 5,751	11.56%
COMMERCIAL PAPER	3,998	8.04%
U.S. GOVERNMENT AGENCIES	27,126	54.54%
MONEY MARKET FUNDS	2,070	4.17%
MEDIUM - TERM NOTES	3,015	6.06%
MEDIUM - TERM NOTES - FDIC	7,774	15.83%
MUNICIPAL DEBT	-	0.00%
U.S. TREASURIES	-	0.00%
	<u>\$ 49,734</u>	<u>100.00%</u>

Investment Composition Is In Compliance With The Orange County Treasurer's Investment Policy Statement

Calculated Using Market Value at 12/31/2011

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 December 31, 2011



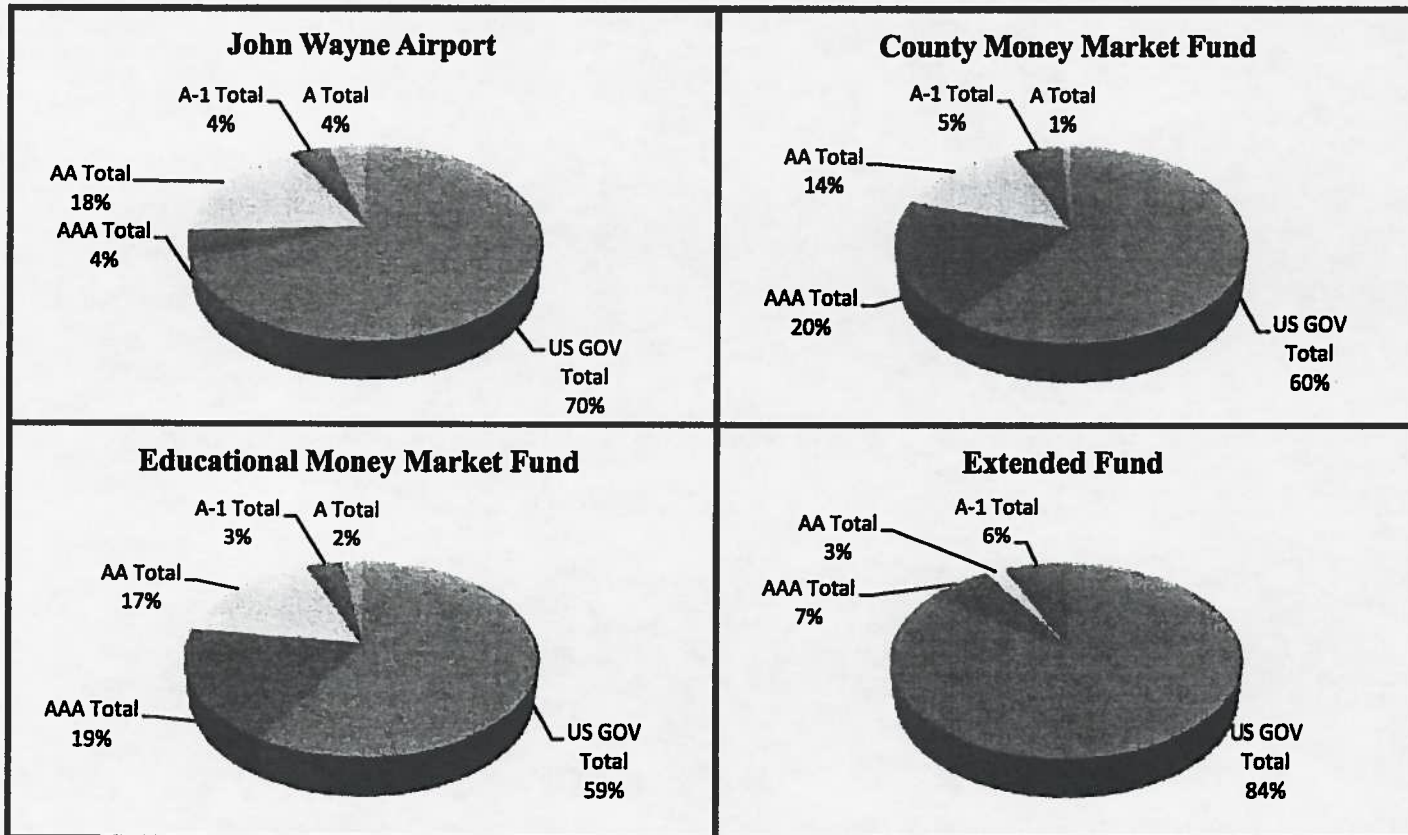
US GOV Includes Agency & Treasury Debt

AA Includes AA+, AA- & AA

A Includes A+, A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 December 31, 2011



US GOV Includes Agency & Treasury Debt

AA Includes AA+, AA- & AA

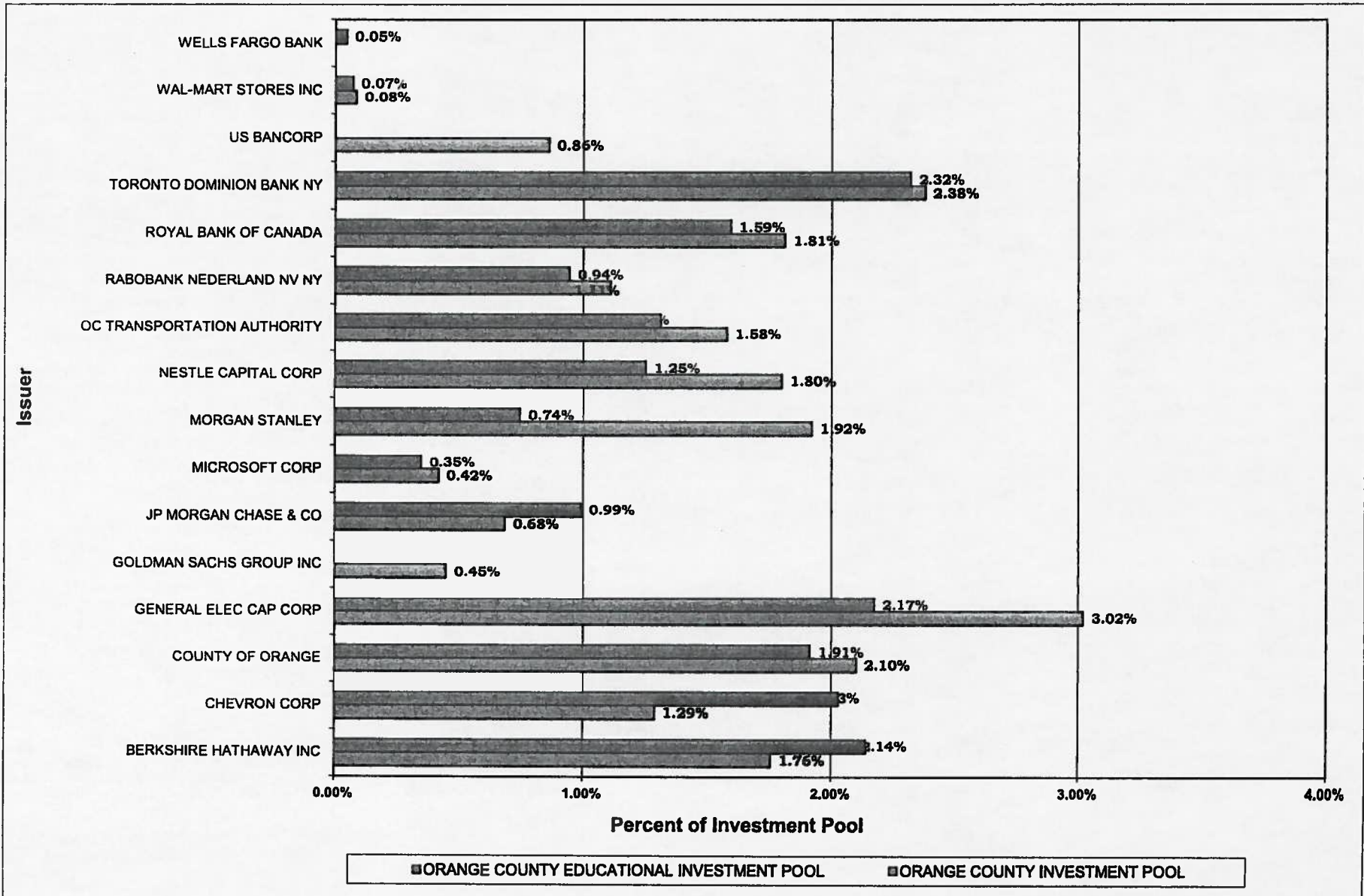
A Includes A+,A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

ORANGE COUNTY TREASURER - TAX COLLECTOR

ISSUER CONCENTRATION-By Investment Pool

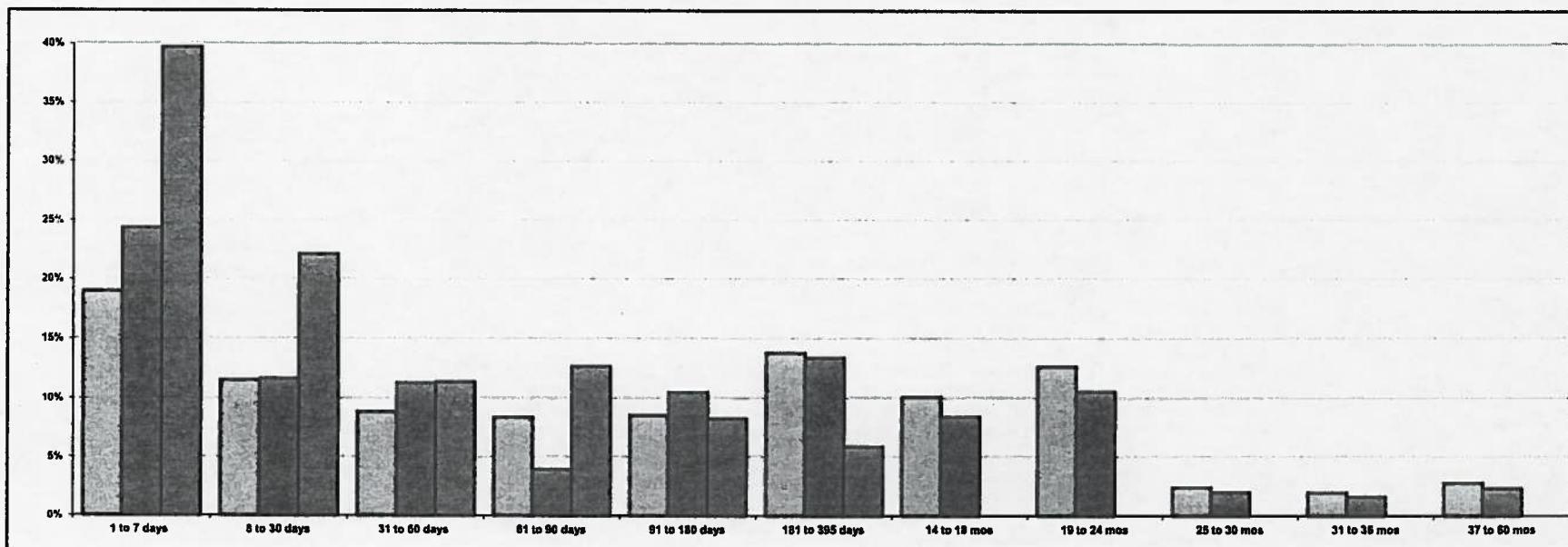
December 31, 2011



ORANGE COUNTY TREASURER - TAX COLLECTOR

MATURITIES DISTRIBUTION

December 31, 2011



ORANGE COUNTY INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 661,032	19.00%
8 TO 30 DAYS	400,276	11.50%
31 TO 60 DAYS	306,982	8.82%
61 TO 90 DAYS	291,809	8.39%
91 TO 180 DAYS	297,245	8.55%
181 TO 395 DAYS	480,739	13.82%
14 TO 18 MONTHS	351,952	10.11%
19 TO 24 MONTHS	440,646	12.66%
25 TO 30 MONTHS	83,160	2.39%
31 TO 36 MONTHS	68,612	1.97%
37 TO 60 MONTHS	97,074	2.79%
TOTAL	\$ 3,479,527	#####

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 838,362	24.37%
8 TO 30 DAYS	400,252	11.63%
31 TO 60 DAYS	388,092	11.28%
61 TO 90 DAYS	135,060	3.93%
91 TO 180 DAYS	361,303	10.50%
181 TO 395 DAYS	461,561	13.41%
14 TO 18 MONTHS	289,250	8.40%
19 TO 24 MONTHS	362,144	10.53%
25 TO 30 MONTHS	88,345	1.88%
31 TO 36 MONTHS	56,388	1.64%
37 TO 60 MONTHS	79,780	2.32%
TOTAL	\$ 3,440,537	100.00%

JOHN WAYNE AIRPORT INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 19,705	39.71%
8 TO 30 DAYS	10,985	22.13%
31 TO 60 DAYS	5,635	11.35%
61 TO 90 DAYS	6,300	12.69%
91 TO 180 DAYS	4,083	8.23%
181 TO 395 DAYS	2,921	5.89%
TOTAL	\$ 49,629	100.00%

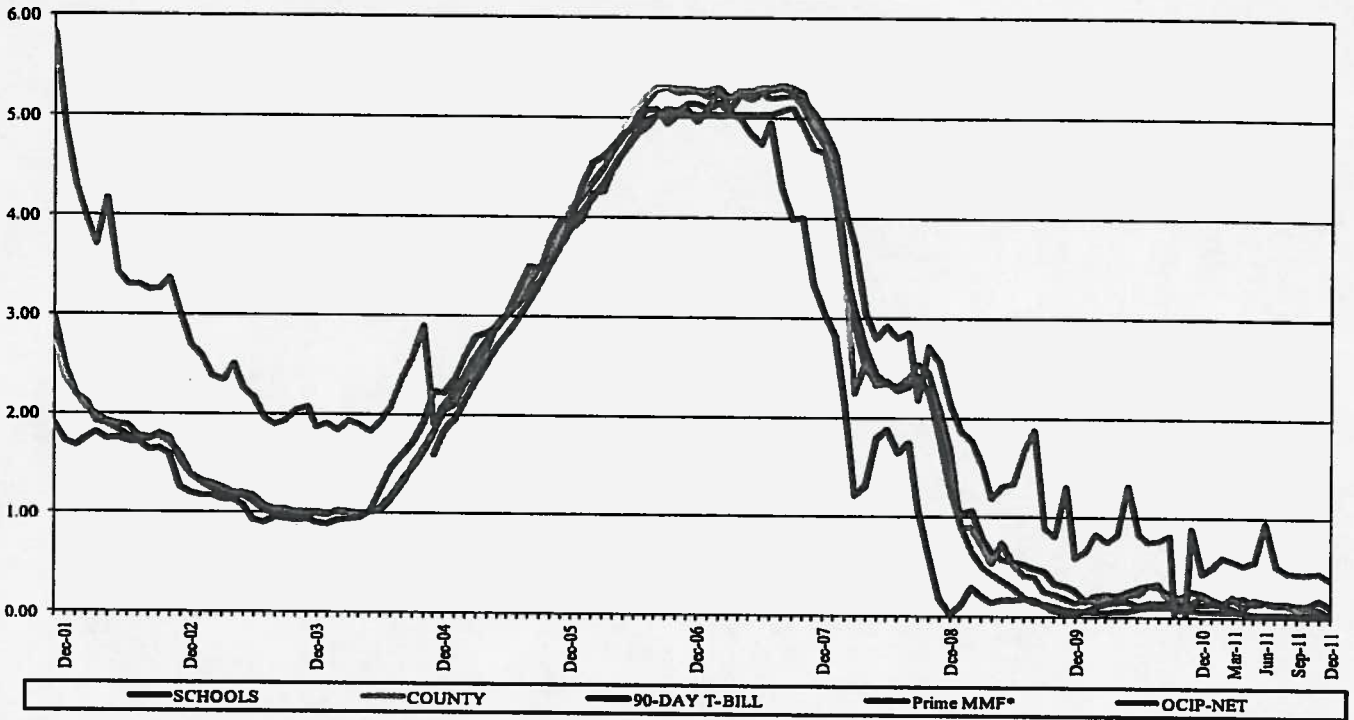
Maturity Limits Are In Compliance With The Orange County Treasurer's Investment Policy Statement

Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date.

At 12/31/2011, Floating Rate Notes comprise 17.80%, 20.53%, and 43.71% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Pool respectively.

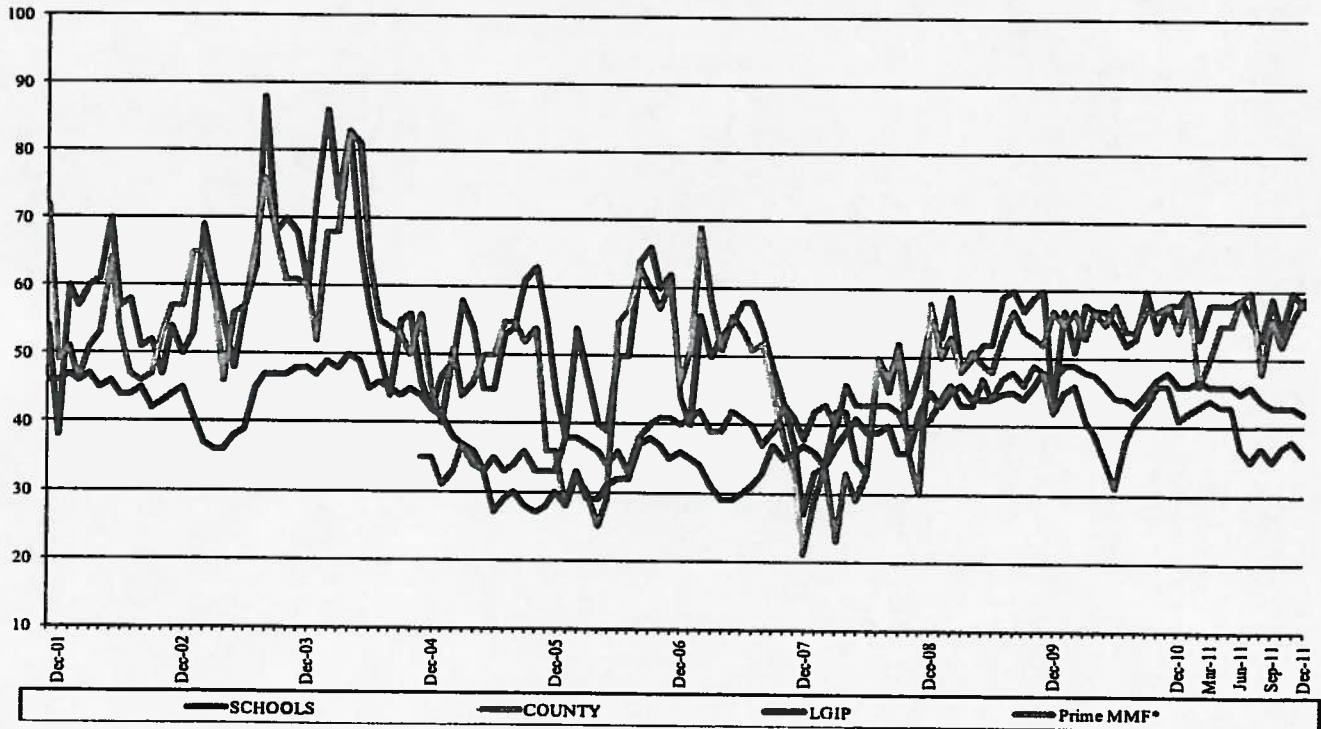
**ORANGE COUNTY PORTFOLIOS vs SELECTED MONEY MARKET YIELDS
(INTEREST RATE YIELD)**

For The Period December 2001 to December 2011



**ORANGE COUNTY MONEY MARKET POOLS vs SELECTED AVERAGES
WEIGHTED AVERAGE MATURITY (WAM)**

For The Period December 2001 to December 2011



*Prim MMF: Rated Money Fund Report Average-Prime Institutional from I-Money Net

•As of Dec 31, 2011, Prime MMF Yield - 0.05; WAM-36; LGIP WAM -42; 90-Day T-Bill - 0.002; OCIP - Net - 0.39

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

January 1, 2011 - December 31, 2011

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
Current Month - December 2011				
County Pool - Money Market Fund	\$ 1,843,592,007	\$ 224,769	0.12%	59
Educational Pool - Money Market Fund	\$ 2,096,783,911	\$ 272,903	0.19%	58
Extended Fund	\$ 2,996,955,293	\$ 2,198,366	0.97%	528
November 2011				
County Pool - Money Market Fund	\$ 1,955,838,383	\$ 262,403	0.19%	56
Educational Pool - Money Market Fund	\$ 1,296,945,638	\$ 327,269	0.29%	60
Extended Fund	\$ 2,989,749,491	\$ 2,259,198	0.92%	569
October 2011				
County Pool - Money Market Fund	\$ 1,513,583,810	\$ 239,620	0.21%	52
Educational Pool - Money Market Fund	\$ 1,400,458,868	\$ 313,014	0.23%	54
Extended Fund	\$ 2,994,884,099	\$ 2,199,341	0.97%	537
September 2011				
County Pool - Money Market Fund	\$ 1,288,981,027	\$ 229,126	0.19%	56
Educational Pool - Money Market Fund	\$ 1,705,474,505	\$ 306,342	0.23%	59
Extended Fund	\$ 2,991,003,008	\$ 2,036,827	0.86%	625
August 2011				
County Pool - Money Market Fund	\$ 1,571,688,190	\$ 268,415	0.23%	48
Educational Pool - Money Market Fund	\$ 1,628,604,271	\$ 330,393	0.25%	53
Extended Fund	\$ 2,994,677,747	\$ 2,287,480	0.91%	498
July 2011				
County Pool - Money Market Fund	\$ 1,215,261,283	\$ 283,741	0.23%	60
Educational Pool - Money Market Fund	\$ 1,552,917,241	\$ 348,909	0.25%	56
Extended Fund	\$ 3,087,390,117	\$ 2,549,200	0.97%	569
June 2011				
County Pool - Money Market Fund	\$ 1,380,569,718	\$ 305,351	0.26%	59
Educational Pool - Money Market Fund	\$ 1,637,794,858	\$ 391,562	0.26%	59
Extended Fund	\$ 3,084,704,666	\$ 4,093,709	1.86%	568
May 2011				
County Pool - Money Market Fund	\$ 1,496,426,470	\$ 386,220	0.29%	55
Educational Pool - Money Market Fund	\$ 1,823,593,419	\$ 423,526	0.24%	58
Extended Fund	\$ 3,083,781,368	\$ 2,917,145	1.11%	594
April 2011				
County Pool - Money Market Fund	\$ 1,795,762,515	\$ 418,804	0.20%	55
Educational Pool - Money Market Fund	\$ 2,194,748,538	\$ 416,447	0.30%	58
Extended Fund	\$ 3,080,792,149	\$ 2,787,284	1.10%	593
March 2011				
County Pool - Money Market Fund	\$ 1,873,051,091	\$ 424,787	0.31%	50
Educational Pool - Money Market Fund	\$ 1,537,413,718	\$ 407,705	0.29%	58
Extended Fund	\$ 3,075,761,344	\$ 2,759,814	1.06%	556
February 2011				
County Pool - Money Market Fund	\$ 1,575,715,282	\$ 247,305	0.21%	46
Educational Pool - Money Market Fund	\$ 1,719,901,541	\$ 355,932	0.24%	53
Extended Fund	\$ 3,089,581,929	\$ 2,852,517	1.21%	681
January 2011				
County Pool - Money Market Fund	\$ 1,544,179,597	\$ 357,642	0.26%	59
Educational Pool - Money Market Fund	\$ 2,025,338,400	\$ 505,850	0.28%	60
Extended Fund	\$ 3,071,182,280	\$ 2,587,619	0.99%	660
Fiscal Year July 1, 2011 - June 30, 2012				
	Average Market Value Balance	Interest Income: YTD	YTD Yield	YTD Average
Orange County Investment Pool	\$ 3,204,898,900	\$ 8,926,627	0.55%	302
Orange County Educational Investment Pool	\$ 2,965,882,581	\$ 8,007,675	0.54%	276

**ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING June 30, 2012**

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

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

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

The Treasurer-Tax Collector, in his projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is relying exclusively on historical activity involving deposits and disbursements and future cash flow projections. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending June 30, 2012, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2011 - Ending Cash				\$ 43,527,927
January	\$ 472,029,879	\$ 412,807,567	\$ 687,466,267	240,899,106
February	345,169,260	439,439,968	388,874,135	636,634,200
March	297,399,078	652,467,512	536,294,781	1,050,206,010
April	330,608,390	1,831,092,653	1,697,876,286	1,514,030,766
May	171,838,779	283,262,563	628,134,498	1,340,997,610
June	105,828,242	287,468,869	402,642,083	1,331,652,637

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2011 - Ending Cash				\$ 3,733
January	\$ 480,792,668	\$ 602,623,360	\$ 694,525,393	388,894,369
February	407,110,329	277,526,103	507,837,619	565,693,182
March	145,601,564	439,402,271	540,930,892	609,766,125
April	263,786,938	1,000,813,801	527,679,285	1,346,687,580
May	32,018,126	272,939,869	514,237,159	1,137,408,415
June	46,314,277	242,756,804	534,681,533	891,797,962



JOHN CHIANG
California State Controller

**LOCAL AGENCY INVESTMENT FUND
 REMITTANCE ADVICE**

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

As of 01/13/2012, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2011.

Earnings Ratio		.00001043176196406
Interest Rate		0.38%
Dollar Day Total	\$	13,742,970.06
Quarter End Principal Balance	\$	149,400.33
Quarterly Interest Earned	\$	143.36

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Geotechnical Consulting Services – College Avenue Street Alignment, Cul-De-Sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District is about to commence construction of the College Avenue Street Alignment, Cul-De-Sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College. During the course of construction, it will be necessary to have geotechnical observation and soil monitoring.

ANALYSIS:

Cost proposals were obtained from two (2) firms, Koury Geotechnical Services (\$44,100.00) and Ninyo & Moore (\$100,858.00). Both firms are fully licensed and have appropriate levels of expertise. The cost discrepancy between the two proposals stems from the fact that Koury Geotechnical Services has been involved in the initial investigative study, giving them a greater understanding of the geotechnical requirements and the time required to complete the project. Based upon the cost proposals, staff is recommending the use of Koury Geotechnical Services for this project. This firm has done considerable work for RSCCD and is highly regarded.

RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement with Koury Geotechnical Services, Inc. to perform geotechnical consulting services during the construction of College Avenue Street Alignment, Cul-De-Sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College as presented.

Fiscal Impact:	\$44,100.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



February 6, 2012

Rancho Santiago Community College District
Attn: Alex Oviedo
2323 N. Broadway
Santa Ana, CA 92706

Subject: **Soils Monitoring**
Koury Proposal No. 12-0090
Santa Ana College Athletic Fields

Dear Mr. Oviedo:

Koury Geotechnical Services, Inc. (Koury) submits this proposal for the Santa Ana College Athletic Fields project. Our proposal is based on the enclosed Estimated Budget Breakdown and Master Fee Schedule of Rates.

We are fully prepared and committed to respond to the needs of this project as well as the schedule for completion. Koury has three full-service geotechnical and materials testing laboratories located in Chino, Gardena and San Diego. Koury is licensed by the Division of the State Architect (DSA), City of Los Angeles, Caltrans, MTA, ACE, AMRL, CCRL and AASHTO certified as an approved testing agency.

SCOPE OF SERVICES

The project includes the reconstruction of College Avenue, improvements to Parking Lot 12, improvements to the cul-de-sacs of 15th Street and Martha Lane, improvements to the athletic fields, construction of five one-story buildings containing locker rooms and/bathroom facilities, two bleachers and two entrances. The geotechnical aspects of this project consist of grading, overexcavation, utility trench backfill, subgrade preparation for pavement, sidewalk and curbs and gutters, aggregate base placement for pavers and asphalt pavement, asphalt laydown, and foundation for the structures and site walls.

The following documents were reviewed to determine the scope of work

1. Preliminary Geotechnical Engineering and Engineering Geology Investigation Report for Proposed Improvements at Soccer Field Area at Santa Ana College; prepared by Koury Geotechnical Services, Inc., Project No. 11-0232, dated May 26, 2011.
2. Supplemental Geotechnical Engineering Recommendations, Proposed Campus Perimeter Renovation and Accessibility Upgrades, Santa Ana College, 1530 West 17th Street, Santa Ana, California, Prepared by Koury Geotechnical Services, Inc., Project No. 11-0232, dated January 17, 2012.
3. Bid Document B-1179, Santa Ana College Road Alignment/Cul-de-Sac and Parking Lot Expansion, Drawings G000 through G002, C0.0 through C 7.2, and A 001 through A008, dated November 9, 2011.
4. Bid Document B-1179, Santa Ana College New Soccer and Football Facilities, Drawings G001 and G002, C4.21 and C 4.22, C5.21, A 101 through A103 and A 201 and A 202, dated November 9, 2011.

Based on the bid drawings, the approximate quantities are as follows:

Item	Estimated Quantity
New Football and Soccer Facilities	
• Building pads and bleachers	10,700 sq. feet
• Anticipated fill for buildings & surrounding areas	28,500 cubic yards
• Utilities for buildings	4,500 lineal feet
• Aggregate base	53,000 sq. feet
• Asphalt pavement	18,000 sq. feet
• Curbs and gutters	560 lineal foot
For Parking Lot, Street Improvements and Site Walls	
• Fill and overexcavation for street improvements & Walls	3,800 cubic yards
• Asphalt pavement	63,000 sq. feet
• Concrete pavers	17,000 sq. feet
• Curbs and gutters	2,300 lineal feet
• Aggregated base	80,000 sq. feet
• Sidewalk	3,000 lineal feet
• Sewer relocation (Approx. 10 feet deep)	670 lineal feet
• Storm drain, including 8 laterals	1,000 lineal feet
• Miscellaneous utilities (Assume electric and water)	1,000lineal feet
• Site perimeter walls	1,100 lineal feet

Koury proposes to provide full time geotechnical and construction observation during grading and periodic observation and testing during the remaining of the project in order to provide an opinion that the observed work generally complies with the project's requirements, specifications and geotechnical reports. Due to the preliminary nature of the subsurface soil study, different soil conditions may be encountered during construction resulting in further tests or engineering analysis. These unforeseen situations may require additional recommendations by the Geotechnical Engineer of Record (EOR).

Our proposed services include the following:

- Reviewing Plans, Reports and Project Specifications;
- Performing full time observation and testing during removal and re-compaction of fill and periodic part-time thereafter;
- Performing laboratory tests on site soils and import soils and aggregates. These may include moisture content, maximum density, gradation, sand equivalent, expansion, corrosivity, and R-value;
- Performing observation and testing on the subgrade and aggregate base for asphalt pavement, pavers or Portland cement concrete;
- Providing observation and testing during asphalt laydown;
- Providing compaction testing of utility trench backfill;
- Observing the bottoms of footing excavations for the buildings and walls;
- Upon receiving the client's written request, Koury will prepare a total of two final reports for the street improvements and buildings to documenting our observations and tests performed during construction. The final reports will be prepared in accordance with the attached Master Fee Schedule and typically will take 10 to 14 working days to be prepared and submitted.

Field density test methods will include the Sand Cone (ASTM D 1556), and/or the Nuclear Gauge (ASTM D 6938). Koury realizes each client's project needs are different and upon request, we can provide the following services at additional cost.

- Attend pre-construction meetings.
- Attend weekly meetings.
- Respond to Reviewing Agencies.

It is the client responsibility to provide Koury a complete (approved) set of drawings, before commencement of the job. The drawings shall bear the approval stamp of the reviewing agency (i.e. City). Furthermore, a copy of all "Soils Report, and Approval Letters" issued by the reviewing agency having jurisdiction over the project shall be provided to us prior to the starting date of the project.

Geotechnical Fee Estimate

The geotechnical fee estimate is based on information obtained from the project geotechnical reports and the referenced plans. No contractor schedule was available for the preparation of this proposal. The accuracy of the provided estimate can be affected by:

- Contractor's and subcontractor's efficiency and sequencing of events.
- Unexpected subsurface conditions.
- Amount of services requested and required by the jurisdictional agency.
- Weather conditions and other unforeseen delays.

Our estimate breakdown is shown on the attachment "Estimated Hourly Budget Breakdown, Proposed Geotechnical Monitoring and Construction Services, Santa Ana College Improvements, Koury Proposal No. 12-0090. Koury will not be responsible for any delay imposed to the project by any unforeseen situation or by responding to reviewing agencies and/or probable lag time within reviewing agencies. Koury will do its best to stay within the project's schedule and/or minimize the time of impact on the project.

ESTIMATED FEES

We propose to provide Soils Monitoring in accordance with the attached Master Fee Schedule of Rates and Terms & Conditions. This proposal is not a "Not to Exceed" budget. Our service is based on time and material.

Koury will utilize multi-licensed inspectors, whenever possible, to reduce project inspection costs. We will not exceed the estimated budget amount without prior notification. Koury provides monthly budget updates via email and with your invoice at no extra charge. We submit for your consideration our estimated budget in the amount of \$44,100.00.

SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services within the construction schedule. We request at least 24-hours advance notice prior to the time of our services, in order to meet the project needs. However, we will make every attempt to provide personnel, providing the personnel are available, for last minute requests for an expedited fee.

Attached is our Koury Contact Listing, which provides you with our dispatch office hours, specific information required to schedule inspections, and contact telephone numbers. Please provide this listing to your authorized field representative.

CLOSURE

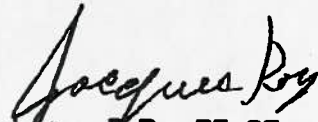
Our services will be performed in accordance with generally accepted professional engineering principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request.

To provide authorization to proceed, please sign the attached Terms and Conditions and, forward a complete copy of this proposal with an original signature to our office prior to our first visit to the site.

Please do not hesitate to contact Bridget Sherman, Business Development Manager at (909) 606-6111 ext. 205, if you should have any questions or require additional information.

Regards,

Koury Geotechnical Services, Inc



Jacques B. Roy, PE, GE
General Manager
Jacquesr@KouryGeo.com
www.kourygeo.com

Encl: Estimate Budget Breakdown, Master Fee Schedule of Rates, Terms & Conditions



Santa Ana College Athletic Fields

12-0090

How to Request an Inspection

To request an inspection, please call before 2:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Chino office only. Dial (909) 606-6111, and choose option 2. Dispatch hours are 7:00 am to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Project No. 12-0090
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards? Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size? Coring - diameter core?

Koury Geotechnical Contact Numbers

Contact	Phone Number
Corporate Office	(909) 606-6111 - Tel (909) 606-6555 - Fax
Dispatch Department 24-Hour Emergency Dispatch	(909) 606-6111 ext 497 (Option 2) (310) 713-4005 - Mobile
Material Testing Laboratory Chris Loera, Manager	(909) 606-6111 ext 501
Operations Luis Zavaleta, VP Business Operations Raymond Roblero, Operations Mgr. Armen Gaprelian PE, GE, Managing Engineer	(909) 606-6111 ext 401 (310) 713-5008 - Mobile (909) 606-6111 ext 402 (310) 713-4005 - Mobile (909) 606-6111 ext 504
QA/QC Chris Loera, Manager	(909) 606-6111 ext 501 (310) 713-1222 - Mobile
Geotechnical Engineering Jacques B. Roy, PE, GE	(909) 606-6111 ext 706 (310) 320-0502 - Mobile
Accounts Receivable Michele Shams, AR Supervisor Blanca Hernandez	(909) 606-6111 ext 809 (909) 606-6111 ext 802
Business Development Manager Bridget Sherman	(909) 606-6111 ext 205 (909) 664-4421 - Mobile

Santa Ana College Athletic Fields

12-0090

Proposal Prepared Using Project Plans dated 10/28/11

Description	Qty	Unit	Rate	Amount
GEOTECHNICAL MONITORING				
Soils Technician - Construction Observation and Testing	405	Hourly	\$ 74.00	\$ 29,970.00
Nuclear Gauge	54	Daily	\$ 35.00	\$ 1,890.00
TOTAL ESTIMATED OBSERVATION & TESTING FEES				\$ 31,860.00
LABORATORY MATERIALS TESTING				
Geotechnical Laboratory Testing - Max Density, AC Marshall, etc.		Estimate		\$ 3,000.00
Final Geotechnical Verified Report (GVR) DSA-293	2	Report	Fixed	\$ 2,000.00
TOTAL ESTIMATED LABORATORY FEES & REPORT				\$ 5,000.00
PROJECT COORDINATION & ENGINEERING				
Staff Engineer	30	Hourly	\$ 100.00	\$ 3,000.00
Senior Geotechnical Engineer	18	Hourly	\$ 150.00	\$ 2,700.00
Project Manager - Field Supervisor	8	Hourly	\$ 95.00	\$ 760.00
Drafter	6	Hourly	\$ 55.00	\$ 330.00
Admin	10	Hourly	\$ 45.00	\$ 450.00
TOTAL PROJECT COORDINATION FEES				\$ 7,240.00
TASK SUMMARY & TOTAL ESTIMATED FEES				
Inspection Fees				\$ 31,860.00
Laboratory Testing Fees & Report				\$ 5,000.00
Project Coordination				\$ 7,240.00
				\$ 44,100.00

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Materials Testing - College Avenue Street Alignment, Cul-De-Sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District is about to commence construction of the College Avenue Street Alignment, Cul-De-Sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College. As required by the Division of State Architect (DSA), we are required to perform mandated materials and construction testing and inspection related to the construction process.

ANALYSIS:

Materials and construction testing and inspection services are considered professional services and not subject to a formal bidding process, however the District obtained quotes for these services from two (2) firms: Reliant Testing Engineers (\$57,651.00) and Koury Engineering & Testing (\$80,771.00). Reliant Testing Engineers is the lowest responsive testing service.

Reliant Testing Engineers has provided DSA inspection services for a number of projects throughout our District. Reliant will provide construction observation and material testing to assure that the performed work complies with the project's requirements and specifications.

The attached Schedule of Fees reflects the cost of services. All services being provided by Reliant Testing Engineers are based on the hourly personnel rates and/or individual laboratory tests as noted.

RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement with Reliant Testing Engineers to perform testing services as presented.

Fiscal Impact:	\$57,651.00	Board Date: February 27, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



January 4, 2012

Mr. Alex Oviedo
RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT
2323 North Broadway, Room 112
Santa Ana, CA 92706

Via Email: Oviedo_alex@rsccd.edu

Subject: Deputy Inspection and Materials Testing Quality Assurance
Project: Santa Ana College New Soccer & Football Facilities, Street & Parking Improvements
Proposal Number 11-3340

Dear Alex,

Thank you for considering RELIANT for your upcoming project, it has been a pleasure working you're your team at the Santa Ana and Santiago Campus'. RELIANT has a commitment to provide Geotechnical, Construction Special Inspection and Materials Testing services with a high degree of professional excellence and proficiency. We strive to offer our clients individual attention and provide innovative solutions at a competitive cost. We are a relationship-based company, and truly value our clients.

Our proactive project management approach provides you with the tools to control inspection costs. RELIANT strives to develop a realistic budget by consulting with your General Contractor, reviewing the schedule and documents. Reliant understands it is your desire to be notified of any potential cost overruns, before they happen. As importantly, Reliant NEVER charges for routine materials engineering and project management support. The fee schedule is fully burdened, there will be no added "materials engineering or reporting fees" as the project progresses. This enables you to anticipate your costs up front, insuring the most cost efficient inspection services available in Southern California.

Reliant's estimated fees include the following exceptional services:

Inspector Experience - Provide an, experienced multi-carded resident inspector familiar with DSAs' and procedures. We have a staff of over 85 multi-licensed inspectors with an average of over 15 years inspection experience each.

Staff Consistency - Maintain consistent inspection staff to ensure continuity, track non-compliant items, monitor budget issues and coordinate inspections efficiently.

Inspection efficiency - Optimize inspection time by coordinating with the project team to ensure efficient use of the billing minimums.

Early Test Results - Fax or email early test results to the jobsite office.

Report Distribution - Field daily's, test results and budget recap mailed bi-monthly to client, architect, engineer, construction manager, general contractor, city, DSA or other requested entities.

Budget Tracking - Provide a line item cost to date vs. budget recap with every invoice.

Fee Overrun Notice - Notification when the project cost reaches 75% of the original fee estimate. Project Manager will confer with team to address any concerns.

Final Certification of Compliance - All DSA close out documents are included.

Woman Owned Business - Reliant is a woman owned business, and is owner operated. We also hold a Small Business Certification.

Location - Our Laboratory and Corporate Offices are located at the 405 Freeway and Harbor Blvd, at 3035 S. Harbor Blvd, Santa Ana, CA. Our pick up drivers and inspectors are able to access and service the project in an efficient and timely manner.

Unit Prices - A discounted and fully burdened Fee Schedule is enclosed.

Budget Summary - Reliant's scope of services include construction inspection and related materials testing in accordance with the project plans, specifications, jurisdictional and Uniform Building Codes, and applicable ASTM testing methods. We have developed a project budget based on these requirements.

To commence services, simply contact me, and return an executed copy of the enclosed contract and data sheet. Our dispatcher is available from 7:30 am to 4:00 pm, Monday through Friday and may be reached at (714) 556-5867 (this number provides contacts for after hours dispatch). Our office is open Monday - Friday 7:30am to 5:00pm. While we recommend advance scheduling to assure inspector continuity, all inspections should be ordered no later than 3:00pm the previous day.

We appreciate the opportunity to bid on your projects, and hope to have an opportunity to build a lasting relationship with the RSCCD team. If you have any additional questions, please do not hesitate to contact me directly.

Sincerely,

RELIANT TESTING ENGINEERS, INC.



Denise DeGroff
President

RELIANT TESTING ENGINEERS QUALITY ASSURANCE PROPOSAL

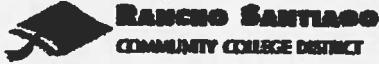
KEY PERSONNEL PROVIDING SERVICES

NAME	ROLE	OFFICE	CELL	EMAIL
Denise DeGroff	Project Manager	714/556-5867x12	949/525-6211	ddegroff@ReliantTesting.com
Dr. Sanjay Govil, PE,GE	Principal Engineer	714/556-5867x14	562/787-2280	sgovil@ReliantTesting.com
Kay Deloach	Actng/Distribution	714/556-5867x19		kdeloach@ReliantTesting.com
Robert Jones	Dispatch/Reports	714/556-5867x20	714/357-9928	rjones@ReliantTesting.com
William Dyer	Laboratory Manager	714/556-5867x22	949/701-2855	bdyer@ReliantTesting.com
Stephen Sequeria	Corporate Level III/ NDT Project Manager	714/556/5867	949/279-0793	
TBD	Resident Inspector			

RELIANT TESTING ENGINEERS BUDGET ESTIMATE - MATERIALS
RSCCD NEW SOCCER & FOOTBALL FACILITIES, STREET & PARKING IMPROVEMENTS

Per Architectural, Structural and Civil Plans dated 10/25/11, no schedule provided

Code	Description	Fee	Unit	Qty	Days	Total
ON-SITE FIELD INSPECTION (prevailing wage)						
40000	Reinforced concrete: field posts, flag pole	\$74.00	hour	8	1	\$592.00
40000	Reinforced concrete: Fdn, SOG, Abolts, DIA, NS Grout	\$74.00	hour	144	18	\$10,656.00
40003	Batch Plant Inspection	\$74.00	hour	48	6	\$3,552.00
40020	Structural Masonry: Bldgs, canopies, bleachers, sitewall	\$74.00	hour	80	10	\$5,920.00
40025	Structural steel erection, welding, bolting: bldgs, canopies, bleachers	\$74.00	hour	200	25	\$14,800.00
40602	Masonry field coring w/equip. (4 hour min/portal to portal)	\$95.00	hour	64	8	\$6,080.00
	Sub Total					\$41,600.00
OFF-SITE FIELD INSPECTION (prevailing wage)						
40305	Structural Steel Fabrication Inspection: sports poles, flag pole if req'd	\$74.00	hour	16	2	\$1,184.00
40305	Structural Steel Fabrication Inspection	\$74.00	hour	80	10	\$5,920.00
40310	Structural steel Fabrication inspection NDE	\$76.00	hour	4	5	\$304.00
	Sub Total					\$7,408.00
LABORATORY SERVICES						
The rates quoted below include Monday through Friday pick-up during business hours, and supply of appropriate sample molds.						
Rush pick-up, weekends, holidays, after hours are extra.						
10000	Concrete compression Tests C39 - 4 (8x12) 5(4x8)	\$84.00	set	16		\$1,344.00
10001	Concrete/shotcrete/Masonry core compression C42	\$45.00	each	2		\$90.00
10021	Mortar Cylinders C780 - set of 3	\$21.00	each	18		\$378.00
10022	Grout Prisms C39 - set of 4	\$21.00	each	20		\$420.00
10023	Composite Masonry Prisms Compression 8"x8"x16" E447	\$97.00	each	8		\$776.00
10027	Masonry tag and sample if required by IOR	\$35.00	hour	8		\$280.00
10026	Masonry Shear	\$77.00	each	2		\$154.00
10019	Block Compression $\leq 8"x12"x16" C140$	\$47.00	each	3		\$141.00
10027	Block Moisture Content & Absorptest w/measmnta C140 if required	\$77.00	each	3		\$231.00
10029	Non Shrink Grout C1107	\$21.00	each	3		\$63.00
20002	Rebar up to No. 11 tensile or bend A615	\$47.00	each	26		\$1,222.00
20006	Rebar Tag and Sample	\$35.00	each	8		\$280.00
20016	Bolt Tensile, Nut proof, Bolt proof tests A370 if required by IOR	\$88.00	each	9		\$792.00
20019	Brinell & Rockwell Hardness Test A370 if required IOR	\$47.00	each	6		\$282.00
20503	NDE Equipment/Consumables UT/MP	\$30.00	each	1		\$30.00
20600	Misc. Material Testing - if required	\$500.00	allowance	1		\$500.00
	Sub Total					\$6,983.00
ENGINEERING & REPORTS						
40028	Review welding procedure specifications	\$ 95.00	hour	4		\$380.00
10050	Review of Existing Mix Design	\$140.00	each	2		\$280.00
60205	Administration, reports, distribution	5%				inclusive
90000	Final Structural Certification of Compliance	\$500.00	each	2		\$1,000.00
	Sub Total					\$1,660.00
TOTAL ESTIMATED FEES - MATERIALS						\$57,651.00



**DISTRICT REQUIRED LANGUAGE
FOR INSERTION INTO PROPOSALS/QUOTES**

Termination For Cause:

District may direct Service Provider to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. The District may terminate this Agreement for cause based upon the failure of the Service Provider to comply with its terms and/or conditions; provided that the District gives the Service Provider written notice specifying the Service Provider's failure. If within fifteen (15) working days after receipt of such notice, the Service Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Service Provider in default and the Contract shall terminate on the date specified on such notice.



RSCCD SCHEDULE OF FEES (burdened rates)

EFFECTIVE JULY 1, 2011 THROUGH JUNE 30, 2012

Task	Description	Fee	Unit
ON-SITE FIELD INSPECTION (prevailing wage)			
42000	Soils field technician	\$74.00	hour
42100	LA City Deputy Grading Inspector	\$84.00	hour
40000	Reinforced concrete	\$74.00	hour
40003	Reinforced concrete QC - water/slump/control ACI Technician	\$74.00	hour
40006	Post tensioned concrete & stressing operations	\$74.00	hour
40010	Epoxy anchors, drilled anchors (inspection/observation only)	\$74.00	hour
40015	Shotcrete	\$74.00	hour
40020	Masonry	\$74.00	hour
40025	Structural steel erection welding and bolting	\$74.00	hour
40027	Structural steel erection welding and bolting - AWS/CWI	\$74.00	hour
40028	Welder Certification or Welding Procedure Specification Review	\$74.00	hour
40030	Structural steel erection: NDT - UT/MT/PT	\$76.00	hour
40035	Metal decking	\$74.00	hour
40025	Miscellaneous field welding (stairs, curtain wall, davits, etc.)	\$74.00	hour
40601	Pull Test Technician	\$74.00	hour
40602	Concrete/Masonry/shotcrete field coring w/equipt. (4 hr min, portal to portal)	\$95.00	hour
40043	Spray applied fireproofing	\$74.00	hour
40046	Nailing diaphragm	\$74.00	hour
40055	DSA IOR 1	\$90.00	hour
40056	Ground Rod Test including equipment	\$350.00	each
	Prevailing Wage - add per hour for all field, shop and batch plant work	\$0.00	hour
	Overtime - after 8 hrs M-F, Sat. 1 to 8 hrs	1.5x	hour
	Overtime - after 12 hrs M-F, Sat. after 8 hrs, Sundays & Holidays 1 to 8 hrs	2x	hour
40061	Nuclear Guage Rental	\$50.00	day
40002	Pick up/Delivery M-F (Sat/Special Orders at 1.5x - Sun at 2x)	\$40.00	hour
40110	Ground Penetrating Radar (Tech/Equipt/Portal to Portal) 4hr min	\$175.00	hour
40111	Ground Penetrating Radar - Engineering report including photos	\$75.00	each
40100	Radiography	Quote	
40200	Outside services	Cost +15%	
OFF-SITE FIELD INSPECTION (prevailing wage)			
40300	Concrete batch plant inspection	\$74.00	hour
40305	Structural steel Fabrication inspection	\$74.00	hour
40310	Structural steel Fabrication NDE	\$76.00	hour
40315	Prefabricated Concrete QC	\$95.00	hour
40050	Glulam Beam In-Plant Inspection	\$95.00	hour
40051	Modular Building In-Plant inspection	\$95.00	hour
40400	Per Diem	\$95.00	day
50000	Mileage (portal to portal over 50 miles)	\$0.60	mile



Schedule of Fees

Task	Description	Fee	Unit
MATERIALS LABORATORY SERVICES			
The rates below include molds, pick-up M-F, during business hours, within 50 mile radius. Rushes, after hours & distance extra.			
10000	Concrete compression tests 6" x 12" or 4" x 8" cylinders - C39	\$21.00	each
10001	Concrete/shotcrete core compression up to 6" (including trim) - C42	\$21.00	each
10002	Lightweight concrete compression test - C495	\$21.00	each
10003	Flexural Test, 6" x 6" beams - C78	\$65.00	each
10020	Gunite cylinders	\$21.00	each
10021	Mortar cylinders - C780	\$21.00	each
10022	Grout Prisms (including trim) - C39	\$21.00	each
10023	Composite masonry prisms compression test, 8" x 8" x 16" - E447	\$97.00	each
10024	Composite masonry prisms compression test > 8" x 8" x 16" - E447	quotation	each
10025	Masonry core compression test - C140/C39	\$42.00	each
10026	Masonry core, shear test	\$77.00	each
10019	Block compression 8" x 8" x 16" - C140	\$47.00	each
10027	Block moisture content & absorption test w/ measurements - C140	\$77.00	each
10028	Block shrinkage test - C426	\$110.00	each
10029	Non-shrink grout - C1107	\$21.00	each
10030	Saw cutting and sample prep	\$15.00	each
10031	Unit weight of hardened concrete - C567	\$50.00	each
10050	Mix design - review of existing	\$75.00	each
10051	Mix design review - determination of properties	\$125.00	each
10100	Drying Shrinkage (3 bars - 4 readings up to 90 days) - C157	\$250.00	set
10101	Moisture Test Kits (plus technician hourly) minimum 3 tests - ASTM F-1869-03	\$50.00	each
10102	Laboratory Trial Batch (slump/unit weight/air/6 cylinders/compression) - C192	\$500.00	each
20002	Rebar up to No. 11 tensile or bend test - A615	\$47.00	each
20004	Rebar No. 14 to No. 18 tensile or bend test - A615	\$77.00	each
20010	Steel Tensile strength Up to 100,000 pounds - A370	\$77.00	each
20011	Steel Tensile strength 100,000 pounds to 200,000 pounds - A370	\$95.00	each
20015	Prestress/Post tension cables (1 unit) - A416	\$195.00	each
20014	Prestress/Post tension cables (2 unit) - A416	\$280.00	each
20016	Bolt tensile, Nut proof, Bolt proof tests - A370	\$88.00	each
20019	Brinell & Rockwell Hardness Test - A370	\$47.00	each
20020	Fireproofing Density Test - UBC 7-6	\$47.00	each
20005	Rebar Sample and Tagging at fabricator	\$35.00	hour
20025	Shotcrete panel coring in laboratory with compression (3 cores) - C42	\$155.00	set
20500	Schmidt Hammer, Air meter, Rollometer Rental (plus technician hourly)	\$30.00	day
20501	Proof load jacking assembly (plus technician hourly)	\$30.00	day
20502	Skidmore, Pachometer, Torque wrench & Accessories (plus Inspector hourly)	\$30.00	day
20503	NDE Equipment rental UT/MP/DP (plus NDE inspector hourly)	\$30.00	day
20505	Floor flatness profiling (includes equipt., technicians, analysis, report)	\$980.00	day
20507	Insulated Cure Box - delivered to site for duration of project	WAIVED	each
20508	Coating Thickness Gauge (ferrous and non-ferrous metals) plus tech hourly	\$75.00	day
20600	Rush fee for general testing	50%	each



Schedule of Fees

Task	Description	Fee	Unit
GEOTECHNICAL LABORATORY SERVICES			
30010	Absorption, Coarse (ASTM C128)	\$65.00	each
30015	Absorption, Fine (ASTM C128)	\$100.00	each
30020	Asphalt - Binder Content - Ignition Oven (Cal 382)	\$250.00	each
30025	Asphalt - Combined Marshall and Retained Stability	\$375.00	each
30030	Asphalt - Density and Thickness on Core Samples	\$75.00	each
30035	Asphalt - Extraction, % Asphalt	\$250.00	each
30040	Asphalt - Extraction, Gradation and % Asphalt	\$350.00	each
30045	Asphalt - Hveem (S-Value) ASTM D1560 & D1561, or Cal 304 & 366	\$300.00	each
30050	Asphalt - Maximum Lab Density (Marshall or Hveem)	\$250.00	each
30055	Asphalt - Maximum Theoretical Unit Wt. (Rice Gravity) - ASTM D2041	\$150.00	each
30060	Asphalt - Mix Design by Marshall or Stabilometer Method	quotation	each
30065	Asphalt Concrete (Stability and Flow) ASTM D1559	\$275.00	each
30070	Atterberg Limits (ASTM D4318-DB4)	\$150.00	each
30075	California Bearing Ratio (ASTM D1883)	\$450.00	each
30080	Chloride	\$75.00	each
30085	Cleanness Value (Cal 227)	\$160.00	each
30090	Consolidation Test - (ASTM D2435)	\$200.00	each
30095	Consolidation Test - Time Rate per Load Increment	\$35.00	each
30100	Corrosivity (Sulfate, Cl, pH, Resistivity)	\$275.00	each
30110	Crushed or Flat & Elong. Part. (Cal 205 or ASTM D4791 or C119)	\$240.00	each
30015	Coring/Hand Auger (4 hrs. minimum)	\$125.00	hour
30120	Direct Shear Test (Remolded) - Fast	\$250.00	each
30125	Direct Shear Test (slow/Residual)	\$275.00	each
30130	Direct Shear Test (undisturbed)	\$200.00	each
30135	Durability of Aggregates	\$250.00	each
30145	Expansion Index (2.5" or 4") - UBC 18-2, ASTM D4829	\$150.00	each
30150	Los Angeles Rattler (ASTM C131)	\$195.00	each
30155	Maximum Density - A/B/C (ASTM D1557 or Cal 218)	\$175.00	each
30160	Moisture Content & Dry Density - Shelby	\$35.00	each
30165	Moisture Content (ASTM D2216)	\$15.00	each
30170	Moisture Content and Unit Weight	\$25.00	each
30175	Permeability	quotation	each
30180	pH	\$50.00	each
30185	Resistivity	\$100.00	each
30190	R-Value Soil (Cal 301)	\$275.00	each
30195	R-Value Aggregate Base (Cal 301 or ASTM 2844)	\$300.00	each
30200	Sand Equivalent (ASTM D2419 and Cal 217)	\$85.00	each
30205	Shrinkage Factors (ASTM D427)	\$100.00	each
30210	Sieve (200 wash)	\$75.00	each
30215	Sieve with Hydrometer (ASTM D422)	\$225.00	each



Schedule of Fees

Task	Description	Fee	Unit
GEOTECHNICAL LABORATORY SERVICES, continued			
30220	Sieve without Hydrometer (ASTM C136)	\$140.00	each
30225	Soundness - Sodium or Magnesium Sulfate - 5 Cycles (ASTM C88)	\$300.00	each
30230	Specific Gravity	\$75.00	each
30235	Specific Gravity, Bulk SSD, Coarse (ASTM C127)	\$90.00	each
30240	Specific Gravity, Fine (ASTM C128)	\$100.00	each
30245	Sulfate	\$75.00	each
30250	Swell (Asphalt Concrete) Cal 305	\$95.00	each
30255	Triaxial	quotation	each
30260	Unconfined Compression ASTM D2166)	\$150.00	each
30265	Unit Weight (ASTM C29)	\$65.00	each
Environmental Engineering			
30435	Phase I Environmental Site Assessment (based on site size/condition/access)	\$3,500.00	min
30440	Phase II Environmental Site Assessment (based on site size/condition/access)	quotation	
	Environmental Lab Testing	quotation	
ENGINEERING & REPORTS			
60000	Principal Geotechnical Engineer/Geologist	\$140.00	hour
60000	Principal Engineer Materials	\$140.00	hour
60011	Project Engineer/Geologist	\$110.00	hour
60009	Welding/NDT Consultant or Technical Advisor	\$140.00	hour
60010	Roofing/Waterproofing Consultant	\$140.00	hour
60020	Project Manager	\$95.00	hour
60015	Staff Engineer	\$95.00	hour
20025	Engineering Technician (portal to portal, hourly minimums apply)	\$74.00	hour
90000	Final Structural Materials Certification of Compliance (excludes Geo)	\$500.00	each
90005	Final Geotechnical Certification of Compliance (minimum fee)	\$1,000.00	each
90006	Geotechnical/Soils Investigation Report (based on site size/condition/access)	quotation	
80000	Certified Payroll Reports	\$11.75	page
60050	Forensic / Expert Witness (4 hours minimum)	\$350.00	hour
44000	Laboratory Technician (laboratory and field)	\$74.00	hour
60100	Technical Word Processing/Drafting	\$65.00	hour
60200	Project Coordinator	\$65.00	hour
60205	Administration Fees and Report Distribution	0%	ttl inv

GENERAL CONDITIONS:

Pricing, terms and general conditions as defined on this fee schedule will apply for the duration of the project.

Minimum: 2 hours show-up if not canceled By 4pm day prior to arrival/4 hours if work performed/8 hours after 4 hours worked.

Mileage: When Mileage fees are applicable, they will be billed from office to project site and back.

Laboratory test rates do not include sampling time or costs of equipment to secure the samples.

The onsite general contractor will sign daily inspection reports/time tickets, acting as Owner's/Client's agent in approving all inspection time, including overtime, unless client submits alternative instructions in writing.

Up to 6 reports will be distributed by mail and one (1) fax/email of initial compression break. Additional reports will be billed at \$1/page.

Parking to be furnished onsite. Fee parking will be charged at cost.

Cities requiring special inspector City permits: Permit and time to secure will be charged to project.

Client is to provide inspection staff with onsite workspace in office/trailer, project documents & access to telephone, fax, copier.

Client is to provide ready access to all work within the scope of the contract, including man lifts, hi-lifts, etc.

Client recognizes & agrees proposed/anticipated costs, budget estimates or the like are NOT guaranteed maximums, lump sums, or not-to-exceed totals. Client will be invoiced for all work performed and only for work performed.

Swing (2nd) and Graveyard (3rd) shift will be charged at regular rates plus 15% and 20% respectively.

GEO: 2-hour minimum for sample pick-up during regular business hours, 2-hour plus mileage before/after business hours.

GEO: Charges for all field work will be computed on a portal-to-portal basis with a minimum of four hours.

NOTE: Price list valid through June 30, 2012. (July 1, 2012 PW increase \$4.00) Proposal valid for 90 days.

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Southern California Edison Company to Relocate Overhead Lines at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

As a part of Bid #1179 for the College Avenue Street Alignment, Cul-De-Sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College it is necessary to have the overhead electrical lines relocated underground by the Southern California Edison Company (SCE).

ANALYSIS:

The District has obtained a proposal from Southern California Edison to relocate overhead electrical lines to meet the project requirements for \$57,574.54. These costs are SCE non-binding estimates and the actual amounts will be determined after the work has been completed.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for relocation of overhead electrical lines at Santa Ana College as presented.

Fiscal Impact:	\$ 57,574.54	Board Date: February 27, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



**SOUTHERN CALIFORNIA
EDISON®**

An EDISON INTERNATIONAL® Company
Southern California Edison Company
1241 SOUTH GRAND AVENUE
SANTA ANA CA 92705

FPPS
22607 LA PALMA AVE STE 407
YORBA LINDA CA 92887 6715

Invoice #	100934
Invoice Date:	01/18/2012
SCE Contact:	Scot A Snyder
Telephone:	(714)-796-9949
Install - Billing Option:	

Description		Amount
Service Request Number: 1391175 Project: RELOCATE OH LINES TO UG 1720 W 17TH ST SANTA ANA CA 97206		
Item # 119960	Product: 508098 - RULE 20C - UG INSTALL	\$57,574.54
Design # 338598	RULE 20C- RELOCATE OH LINES TO UG	
Previous Payment		\$0
<ul style="list-style-type: none"> * Enclosed are 2 copies of our invoice. Please return 1 copy of the invoice with your payment * Final electrical inspection from the local governmental building and safety department must be received before we can energize your service. * All Prices are applicable for a period of 90 days from this date and are subject to change thereafter. * Enclosed are 2 copies of our revised invoice. Please return 1 copy of the invoice with your payment. 		
Invoice Total		\$57,574.54

Please detach and return payment stub with payment

**Payment
Stub**

Please pay total amount now due:

\$57,574.54

Invoice #: 100934

FPPS
22607 LA PALMA AVE STE 407
YORBA LINDA CA 92887 6715

Thank you for paying promptly
Make check payable to Southern California
Edison
1241 SOUTH GRAND AVENUE
SANTA ANA CA 92705

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Adoption of Resolution No. 12-04 – Concrete for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

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 Resolution No. 12-04 as well as Exhibit A.

Resolution No. 12-04 and Change Order #4 as outlined, increases the contract by \$72,574.04. The revised contract amount is \$1,103,696.26. Guy Yocom Construction, Inc. initially submitted a request for \$93,783.84. The actual cost for this Change Order is \$72,574.04, saving the District \$21,209.80.

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 19.428% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-04, Guy Yocom Construction, Inc. for Bid #1140, concrete for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$72,574.04	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO GUY YOCOM
CONSTRUCTION, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

RESOLUTION NO. 12-04

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for construction work at the Athletic/Aquatic Complex at Santiago Canyon College, ("Project") to Guy Yocom Construction, Inc. ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including addition of a new sewer line for an additional drinking fountain. These items are more fully described in Exhibit "A";

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$75,574.04 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 27th day of February, 2012, by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 27th day of February, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this _____ day of _____, 20__.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE ATHLETICS AND AQUATICS COMPLEX***

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No.	1136	P.O. # 11-BP000254
	D.S.A. No.	04-109232	
Contractor: Guy Yocom Construction Inc	Change Order No.	4	
Architect: The Austin Company	Date:	February 8, 2012	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$924,150.00
Previous Change Orders	\$106,972.22	
This Change Order	\$72,574.04	
Total Change Orders		\$179,546.26
Revised Contract Amount		\$1,103,696.26
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		April 30, 2012
Revised Contract Completion Date		
RSCCD Board Approval Date		February 27, 2012

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville Construction Services	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services	_____ Authorized Signature	_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	_____ Authorized Signature	_____ Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92708-1640

Project: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1136

P.O. # 11-BP000254

D.S.A. No.

04-109232

Contractor: Guy Yocom Construction Inc

Change Order No. 4

Architect: The Austin Company

Date: February 8, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Increase the top wall elevations at the pool retaining wall per field change directive #52 (Original Cost \$10,300.00)</p> <p>REASON: In order to match existing site elevations (Unforeseen Condition)</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$7,460.59
2.0	<p>DESCRIPTION: Provide and install 5 sets of handrails at the walk of champions due to Tidwell removing and defaulting on their contract (Original Cost \$17,000)</p> <p>REASON: Installation of handrails are required by the division of state architect (DSA) for access compliance (Backcharge to Great American)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$11,521.87
3.0	<p>DESCRIPTION: Installation of epoxy smooth dowels to the existing stair way at the walk of champions (Original Cost \$14,800.00)</p> <p>REASON: Requested by the project inspector</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$11,436.31
4.0	<p>DESCRIPTION: Lower the retaining wall footing below the bottom of the surge chamber tank per field change directive #51 (Original Cost \$16,000.00)</p> <p>REASON: Allow the installation of the surge chamber tank at the swimming pool</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$11,847.02

CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1136	P.O. # 11-BP000254
	D.S.A. No. 04-109232	
Contractor: Guy Yocom Construction Inc	Change Order No. 4	
Architect: The Austin Company	Date: February 8, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p>DESCRIPTION: Revise retaining wall size per field directive change #46 (Original Cost \$18,400.00)</p> <p>REASON: Due to existing electrical ductbank (Unforeseen Condition)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$14,547.87
6.0	<p>DESCRIPTION: Rework seat walls per rfi #275</p> <p>REASON: Landscape architect requested for seat walls to be lowered 18" above finish surface</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$3,941.78
7.0	<p>DESCRIPTION: Sawcut, remove and install 24" colored band from the top of the the walk of champions (Original Cost \$17,283.84.00)</p> <p>REASON: Match existing walk of champions stairs</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$11,818.60
Sub-Total		\$0.00	\$72,574.04
Total			\$72,574.04

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 27, 2012
Re:	Adoption of Resolution No. 12-05 – Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Construction, Inc. for Bid #1140, plumbing for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

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 Resolution No. 12-05 as well as Exhibit A.

Resolution No. 12-05 and Change Order #7 as outlined, increases the contract by \$19,401.84. The revised contract amount is \$931,815.43. 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 26.745% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-05, Interpipe Construction, Inc. for Bid #1140, plumbing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$19,401.84	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

RESOLUTION NO. 12-05

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for construction work at the Athletics/Aquatic Complex at Santiago Canyon College, ("Project") to Interpipe Contracting, Inc. ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including addition of a new sewer line for an additional drinking fountain. These items are more fully described in Exhibit "A";

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$19,401.84 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 27th day of February, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 27th day of February, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this _____ day of _____, 20__.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE ATHLETICS AND AQUATICS COMPLEX***

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No.	1140	P.O. # 10-P0014549
	D.S.A. No.	4-109232	
Contractor: Interplpe Contracting Inc	Change Order No.	7	
Architect: The Austin Company	Date:	December 27, 2011	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$735,190.00
Previous Change Orders	\$177,223.59	
This Change Order	\$19,401.84	
Total Change Orders		\$196,625.43
Revised Contract Amount		\$931,815.43
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		February 27, 2012

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville Construction Services	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services	_____ Authorized Signature	_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	_____ Authorized Signature	_____ Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92708-1640

Project: Aquatic & Athletic Center Project at Santiago Canyon College

Bid No. 1140 **P.O. #** 10-P0014549

D.S.A. No. 4-109232

Contractor: Interpipe Contracting Inc

Change Order No. 7

Architect: The Austin Company

Date: February 7, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Relocate fire department connection and install new fire water line per field change directive #22</p> <p>REASON: Change was requested by the division of state architect (DSA) (Unforeseen Condition)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$19,401.84
Sub-Total		\$0.00	\$19,401.84
Total			\$19,401.84

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 27, 2012
Re:	Adoption of Resolution No. 12-06 – Earthwork for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Southern California Grading for Bid #1151, earthwork for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this contract were required in order to complete the project. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 12-06 as well as Exhibit A.

Resolution 12-06 and Change Order #2 as outlined, increases the contract by \$38,073.00. The cause of the contract's increase above the 10% cap was the discovery that the original Stormwater Pollution Prevention Plan (SWPPP) was not sufficient for storm water control at the site and needed to be augmented.

The revised contract amount is \$305,547.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 27.844% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-06, Southern California Grading for Bid #1151, earthwork for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$38,073.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE HUMANITIES BUILDING**

RESOLUTION NO. 12-06

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, ("Project") to Southern California Grading ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including providing additional sandbags, inlets and other diversion materials in order to divert storm water drainage and as more fully set forth in Exhibit "A";

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$38,073.00 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 27th day of February, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 27th day of February, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this _____ day of _____, 20__.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE HUMANITIES BUILDING***

<h1 style="margin:0;">CHANGE ORDER</h1>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project: Santiago Canyon College Humanities Building	Bid No. 1151 P.O. # 10-P0014378 D.S.A. No. 04-110212
Contractor: Southern California Grading	Change Order No. 2
Architect: LPA Inc	Date: February 6, 2012

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$238,999.00
Previous Change Orders	\$28,475.00	
This Change Order	\$38,073.00	
Total Change Orders		\$66,548.00
Revised Contract Amount		\$305,547.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 4, 2011
Revised Contract Completion Date		September 4, 2011
RSCCD Board Approval Date		February 27, 2012

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville CS	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		Date

<h1>CHANGE ORDER</h1>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92708-1640	
Project: Santiago Canyon College Humanities Building		Bid No. 1151	P.O. # 10-P0014378
		D.S.A. No. 04-110212	
Contractor: Southern California Grading		Change Order No. 2	
Architect: LPA Inc		Date: February 6, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Removed mud from north side of building and replaced with base material <u>REASON:</u> Required to provide suitable substrate to continue construction, due to weather conditions. <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$8,073.00
1.0	<u>DESCRIPTION:</u> Allowance for StormWater Pollution Prevention Program (SWPPP's). <u>REASON:</u> Additional Best Management Practices (BMP's) required per the new SWPPP's document. <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$30,000.00
Sub-Total		\$0.00	\$38,073.00
Total			\$38,073.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 27, 2012
Re:	Adoption of Resolution No. 12-07 – Plumbing for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Construction, Inc. for Bid #1140, plumbing for the Loop Road Extension at Santiago Canyon College.

ANALYSIS:

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 Resolution 12-07 as well as Exhibit A.

Resolution 12-07 and Change Order #2 as outlined, increases the contract by \$4,895.00. The revised contract amount is \$144,375.00. 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 81.649% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-07, Interpipe Construction, Inc. for Bid #1140, plumbing for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$4,895.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE LOOP ROAD EXTENSION**

RESOLUTION NO. _____ 12-07 _____

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for construction work at the Loop Road Extension at Santiago Canyon College, ("Project") to Interpipe Contracting, Inc. ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including addition of a new sewer line for an additional drinking fountain. These items are more fully described in Exhibit "A";

WHEREAS, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

WHEREAS, the total cost for the Change Order is \$4,895.00 and exceeds the limitations set forth in Public Contract Code Section 20659;

WHEREAS, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

WHEREAS, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

WHEREAS, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

WHEREAS, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

WHEREAS, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

NOW, THEREFORE, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

Section 1. That all of the recitals set forth above are true and correct, and the Board so finds and determines.

Section 2. That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 27th day of February, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, _____, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, _____, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 27th day of February, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this _____ day of _____, 20__.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE LOOP ROAD EXTENSION***

EXHIBIT A

<h1 style="margin:0;">CHANGE ORDER</h1>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project: Santiago Canyon College Loop Road Extension	Bid No. 1140 P.O. # 10-P0014554 D.S.A. No. 04-110594
Contractor: Interpipe	Change Order No. 2
Architect: LPA Inc	Date: February 6, 2012

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$79,480.00
Previous Change Orders	\$60,000.00	
This Change Order	\$4,895.00	
Total Change Orders		\$64,895.00
Revised Contract Amount		\$144,375.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 5, 2011
Revised Contract Completion Date		October 5, 2011
RSCCD Board Approval Date		February 27, 2012

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville CS	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		Date

EXHIBIT A

<h1>CHANGE ORDER</h1>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92708-1640	
Project: Santiago Canyon College Loop Road Extension		Bid No. 1140	P.O. # 10-P0014554
		D.S.A. No. 04-110594	
Contractor: Interpipe		Change Order No. 2	
Architect: LPA Inc		Date: February 6, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Revised civil drawings relocated and added three storm drains <u>REASON:</u> Required for coordination re-aligned walkways <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$4,895.00
Sub-Total		\$0.00	\$4,895.00
Total			\$4,895.00

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Additional Geotechnical Observation & Testing Services for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 26, 2010, the Board of Trustees approved an agreement with Ninyo & Moore to provide geotechnical observation and testing services for the Loop Road Extension project at Santiago Canyon College.

ANALYSIS:

This estimate is for the remaining geotechnical services for completion of this project and adds an additional \$16,000.00 to the original contract amount of \$19,256.00. The new contract total for this project is \$35,256.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the additional fees for Ninyo & Moore, geotechnical observation and testing services for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$16,000.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

January 12, 2012
Project No. 206144010

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

**Subject: Budget Status
Loop Road Extension
Santiago Canyon Community College
Orange, California**

References: Ninyo & Moore, 2010, Proposal for Geotechnical Observation and Testing Services, Loop Road Extension, Santiago Canyon College, Orange, California, dated April 9.

Rancho Santiago Community College District, 2010, Purchase Order No. 10-P0014718, Santiago Community College, Geotechnical Observation and Testing Services for the Loop Road Extension, dated May 28.

Dear Mr. Odum:

In accordance with your authorization, we are providing geotechnical observation and testing services during construction of the Loop Road Extension project. Our work is being performed in general accordance with the scope of services outlined in our referenced proposal dated April 9, 2010, and Purchase Order No. 10-P0014718 dated May 28, 2010. A review of our project status indicates that we have exceeded the allocated budget to complete the project. This letter provides a request to amend our budget in order to cover our existing expenses as well as our estimated fee to complete the project. This letter includes our additional expenses accrued for observation and testing of various elements of the Signalization project.

Our review of the project status indicates that the following items will involve geotechnical observation and testing: 1) observation and testing of subgrade, aggregate base, and asphalt concrete for the remainder of the west parking lot, 2) observation and testing during grading to construct the remaining portion of the Loop Road, 3) observation and testing of subgrade, aggregate base, and asphalt concrete for the remaining portion of the Loop Road, 4) observation and

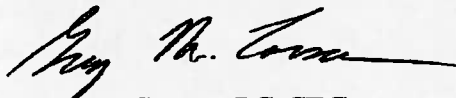
testing of remaining underground utilities, and 5) observation and testing of various elements for the Signalization project.

Based on the information outlined above and the project progress, we request that the total budget for observation and testing services be amended by an additional \$16,000 (sixteen thousand dollars). 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.

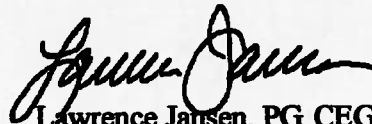
Ninyo & Moore acknowledges that the District may direct Service Provider to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. The District may terminate this Agreement for cause based upon the failure of the Service Provider to comply with its terms and/or conditions, provided that the District gives the Service Provider written notice specifying the Service Provider's failure. If within fifteen (15) working days after receipt of such notice, the Service Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Service Provider in default and the Contract shall terminate on the date specified on such notice.

Ninyo & Moore appreciates the opportunity to provide geotechnical consulting services on this project.

Respectfully submitted,
NINYO & MOORE



Greg M. Corson, PG, CEG
Senior Project Geologist



Lawrence Jansen, PG, CEG
Principal Geologist

GMC/LTJ/lr

Distribution: (1) Addressee (via e-mail)
(1) Mr. Robb Gumbert, RSCCD (via e-mail)

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Architect Change Order – Athletics & Aquatics Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 16, 2007, the Board of Trustees approved an agreement with the Austin Company to design and engineer the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

As noted in the attached proposal dated December 15, 2011, from the Austin Company, additional assistance to the construction management team as well as the contractors for unforeseen construction challenges and an extension of the project schedule have necessitated these additional service fees.

District staff has reviewed the recommended consultants and concur that these services are necessary for a comprehensive design of the Athletic/Aquatic Complex.

As noted, the additional cost is estimated to be \$230,500.00 for additional architectural/engineering design fees plus \$11,700.00 for a Civil Engineering Consultant fee and estimated reimbursables in the amount of \$1,600.00. These costs total \$243,800.00. The revised contract amount is \$2,093,663.00.

RECOMMENDATION:

It is recommended that the Board of Trustees amend and increase the Austin Company architectural agreement in the amount of \$243,800.00 as presented.

Fiscal Impact:	\$242,200.00 plus an estimated \$1,600.00 in reimbursables	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

December 15, 2011

Mr. Darryl Odum
Facility Planning & District Support Services
Rancho Santiago Community College District
2323 North Broadway Suite 404-1
Santa Ana, California 92706-1640

**Subject: Architectural / Engineering Construction Support Services
Santiago Canyon College – Athletic & Aquatics Complex
Change Request Proposal #10**

Dear Mr. Odum:

The Austin Company is submitting the following Change Request Proposal for additional Architectural / Engineering Construction Phase Services in support of the Santiago Canyon College Athletic & Aquatics Complex project.

These additional services are necessitated by project impacts that can be grouped into the following primary areas:

- 1) The additional assistance to the CM & Contractors for construction challenges being faced to help expedite construction schedule activities
- 2) An overall extension of the project schedule beyond original anticipated extension through November 25th of 2011 base on Change Request Proposal #4 dated February 1, 2011.
- 3) Additional reimbursable expenses associated with the project extension.

1) Additional Assistance to the Construction Management Firm for Construction Challenges

Austin has provided added construction support to accommodate construction and coordination difficulties being faced by the District's Construction Management firm. Additional Request for Information (RFI) responses have been addressed with the Construction Management Firm and the 17 prime contractors which requested design changes to help expedite construction schedule. This has resulted in additional support and time needed than estimated in Austin's original proposal and what would be considered typical for a project of this size and type.

2) Extension of the Project Schedule

Austin has been requested to extend the date for completing services covered by the current contract agreement. Original services were to be completed by December 31, 2010 and change order extended services were extended and revised to an anticipated to be completed date by November 25, 2011 and are now anticipated construction completion for June 1, 2012. An



Amendment to Article 1, Item 3 of the contract agreement should reflect this extension of time to the contract.

3) Additional Estimated Reimbursible Expenses Associated with Extension of the Project Schedule

The extension of the project schedule impacts reimbursable associated with the project.

The total fixed fee for these Architectural/Engineering Design services is \$ 230,500, plus a Civil Consultant fee for \$11,700, and estimated reimbursable expenses of a Not to Exceed (NTE) amount of \$ 1,600.

We appreciate your review and authorization of this Change Request Proposal. Please contact me directly at 949/451-9923 (daniel.brooking@theaustin.com) if you have any questions.

Sincerely,


Daniel K. Brooking
Project Manager
cc: Curt Miller

ACCEPTANCE

By: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Change Order #3, Bid #1137 – Masonry for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Industrial Masonry, Inc. for Bid #1137, masonry for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of normal 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 #3.

Change Order #3 increases the contract by \$5,291.00. The revised contract amount is \$1,832,754.00. Industrial Masonry, Inc. initially submitted a request for \$8,141.00. The actual cost for this Change Order is \$5,291.00, saving the District \$2,850.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 5.683% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #3, Bid #1137 for Industrial Masonry, Inc., masonry for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$5,291.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building	Bid No. 1137	P.O. # 10-P0014610
	D.S.A. No. 04-110212	
Contractor: Industrial Masonry Inc	Change Order No. 3	
Architect: LPA Inc	Date: February 6, 2012	

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,734,200.00
Previous Change Orders	\$93,263.00	
This Change Order	\$5,291.00	
Total Change Orders		\$98,554.00
Revised Contract Amount		\$1,832,754.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		January 19, 2011
Revised Contract Completion Date		January 19, 2011
RSCCD Board Approval Date		February 27, 2012

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville CS	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services		_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		_____ Date

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building	Bid No. 1137	P.O. # 10-P0014610
	D.S.A. No. 04-110212	
Contractor: Industrial Masonry Inc	Change Order No. 3	
Architect: LPA Inc	Date: February 6, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Added doorway in partially constructed CMU wall for access into auditorium. This cost has been reduced from \$3,685 to \$2,786.</p> <p>REASON: Convenience doorway requested by the District</p> <p>REQUESTOR: District / Campus</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$2,786.00
2.0	<p>DESCRIPTION: Added new door openings in CMU block walls This cost has been reduced from \$4,456 to \$2,505.</p> <p>REASON: District requested modifications to second and third floors</p> <p>REQUESTOR: District / Campus</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$2,505.00
Sub-Total		\$0.00	\$5,291.00
Total			\$5,291.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Change Order #3, Bid #1138 – Structural Steel for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Blazing Industrial Steel, Inc. for Bid #1138, structural steel for the Humanities Building at Santiago Canyon College.

ANALYSIS:

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 #3.

Change Order #3 increases the contract by \$34,579.00. This cost will be reimbursed by Tidwell Concrete's surety. The revised contract amount is \$3,388,767.00. 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 2.504% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #3, Bid #1138 for Blazing Industrial Steel, Inc., structural steel for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$34,579.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building	Bid No. 1138	P.O. # 10-P0014485
	D.S.A. No. 04-110212	
Contractor: Blazing Industrial Steel Inc	Change Order No. 3	
Architect: LPA Inc	Date: February 6, 2012	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$3,306,000.00
Previous Change Orders	\$48,188.00	
This Change Order	\$34,579.00	
Total Change Orders		\$82,767.00
Revised Contract Amount		\$3,388,767.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		April 18, 2011
Revised Contract Completion Date		April 18, 2011
RSCCD Board Approval Date		August 22, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville CS	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92708-1640

Project: Santiago Canyon College Humanities Building	Bid No. 1138	P.O. # 10-P0014485
	D.S.A. No. 04-110212	
Contractor: Blazing Industrial Steel Inc	Change Order No. 3	
Architect: LPA Inc	Date: February 6, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Welding of steel angle to tube steel.</p> <p>REASON: Detail did not originally call for welding of angle. Required for structural integrity of building.</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$4,376.00
2.0	<p>DESCRIPTION: Corrections to structural steel deflections after concrete pour at third floor</p> <p>REASON: The structural integrity of the building required additional supports to be added to existing steel</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$30,203.00
Sub-Total		\$0.00	\$34,579.00
Total			\$34,579.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Change Order #5, Bid #1147 – Interiors for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Inland Empire Architectural Specialties for Bid #1147, interiors for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of normal 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 #5.

Change Order #5 increases the contract by \$8,754.00. The revised contract amount is \$1,224,082.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 3.211% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #5, Bid #1147 for Inland Empire Architectural Specialties, interiors for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$8,754.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building	Bid No. 1147	P.O. # 10-P0014649
	D.S.A. No. 04-110212	
Contractor: Inland Empire Architectural Specialties	Change Order No. 5	
Architect: LPA Inc	Date: February 6, 2012	

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,186,000.00
Previous Change Orders	\$29,328.00	
This Change Order	\$8,754.00	
Total Change Orders		\$38,082.00
Revised Contract Amount		\$1,224,082.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		November 25, 2011
Revised Contract Completion Date		November 25, 2011
RSCCD Board Approval Date		February 27, 2012

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Seville CS Authorized Signature Date

District Inspector Authorized Signature Date

Darryl A. Odum
Director - District Construction and Support Services Date

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1147	P.O. # 10-P0014649
Contractor: Inland Empire Architectural Specialties		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 5	
		Date: February 6, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Escalation for walk-off mats <u>REASON:</u> Materials required to be field measured prior to ordering. Project delays prevented early ordering. <u>REQUESTOR:</u> District / College <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$8,754.00
Sub-Total		\$0.00	\$8,754.00
Total			\$8,754.00

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Change Order #1, Bid #1150– Pool for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On July 26, 2010, the Board of Trustees awarded a contract to Nadar, Inc. for Bid #1150, pool for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

During the course of normal 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 #1.

Change Order #1 increases the contract by \$5,064.00. The revised contract amount is \$1,014,764.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 0.502% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1150 for Nadar, Inc., pool for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$5,064.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1150

P.O. #11-BP000251

D.S.A. No.

04-109232

Contractor: Nadar, Inc

Change Order No.

1

Architect: The Austin Company

Date:

February 3, 2012

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,009,700.00
Previous Change Orders	\$0.00	
This Change Order	\$5,064.00	
Total Change Orders		\$5,064.00
Revised Contract Amount		\$1,014,764.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 30, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		February 27, 2012

Architect _____ Authorized Signature _____ Date _____

Contractor Name _____ Authorized Signature _____ Date _____

Construction Manager - Seville Construction Services _____ Authorized Signature _____ Date _____

District Inspector _____ Authorized Signature _____ Date _____

Darryl A. Odum
Director - District Construction and Support Services _____ Authorized Signature _____ Date _____

Assistant Vice Chancellor - Facility Planning _____ Authorized Signature _____ Date _____

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services _____ Authorized Signature _____ Date _____

CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1150

P.O.# 11-BP000251

D.S.A. No.

04-109232

Contractor: Nadar, Inc

Change Order No. 1

Architect: The Austin Company

Date: February 3, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	DESCRIPTION: Furnish robotic pool vacuum system	\$0.00	\$5,064.00
	REASON: Provide additional maintnance to the pool		
	REQUESTOR: District		
	TIME EXTENSION: ADDS 0 calendar days		
	Sub-Total	\$0.00	\$5,064.00
	Total		\$5,064.00

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Change Order #4, Bid #1151 – Earthwork for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Southern California Grading, Inc., for Bid #1151, earthwork for the Loop Road Extension.

ANALYSIS:

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 #4.

Change Order #4 increases the contract by \$15,646.00. The revised contract amount is \$175,505.00. 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 7.325% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #4, Bid #1151 for Southern California Grading, Inc., earthwork for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$15,646.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: **Santiago Canyon College Loop Road Extension**

Bid No. **1151** P.O. # **10-P0014382**

D.S.A. No. **04-110594**

Contractor: **Southern California Grading**

Change Order No. **4**

Architect: **LPA Inc**

Date: **February 6, 2012**

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$163,527.00
Previous Change Orders	-\$3,668.00	
This Change Order	\$15,646.00	
Total Change Orders		\$11,978.00
Revised Contract Amount		\$175,505.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 4, 2011
Revised Contract Completion Date		September 4, 2011
RSCCD Board Approval Date		February 27, 2012

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Seville CS

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92708-1640

Project: <i>Santiago Canyon College Loop Road Extension</i>		Bid No. 1151	P.O. # 10-P0014382
Contractor: <i>Southern California Grading</i>		D.S.A. No. 04-110594	
Architect: <i>LPA Inc</i>		Change Order No. 4	
		Date: <i>February 6, 2012</i>	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	DESCRIPTION: Additional costs due to phasing of the project REASON: Project was performed in phases to accommodate and maintain campus activity and access to the Child Development Center REQUESTOR: District TIME EXTENSION: ADDS 0 calendar days	\$0.00	\$15,646.00
Sub-Total		\$0.00	\$15,646.00
Total			\$15,646.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To: Board of Trustees	Date: February 27, 2012
Re: Approval of Change Order #3, Bid #1181 – Signalization Project at Santiago Canyon College	
Action: Request for Approval	

BACKGROUND:

On July 25, 2011, the Board awarded a contract to Dynalectric for Bid #1181, signalization project at Santiago Canyon College.

ANALYSIS:

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 #3.

Change Order #3 increases the contract by \$14,866.00. The revised contract amount is \$809,360.34. 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 4.798% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #3, Bid #1181 for Dynalectric, signalization project at Santiago Canyon College as presented.

Fiscal Impact: \$14,866.00	Board Date: February 27, 2012
Prepared by: Darryl A. Odum, Director, District Construction and Support Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez., Ph.D., Chancellor	

CHANGE ORDER

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

Project: Santiago Canyon College SCC Signalization	Bid No. 1181	P.O. # 12-P0020215
	D.S.A. No. N/A	
Contractor: Dynalectric	Change Order No. 3	
Architect: LPA Inc	Date: February 6, 2012	

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$772,306.00
Previous Change Orders	\$22,188.34	
This Change Order	\$14,866.00	
Total Change Orders		\$37,054.34
Revised Contract Amount		\$809,360.34
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		March 10, 2011
Revised Contract Completion Date		March 10, 2011
RSCCD Board Approval Date		February 27, 2012

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Seville CS Authorized Signature Date

District Inspector Authorized Signature Date

Darryl A. Odum

Director - District Construction and Support Services Date

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services Date

CHANGE ORDER

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

Project: *Santiago Canyon College SCC Signalization*

Bid No. *1181*

P.O. # *12-P0020215*

D.S.A. No.

N/A

Contractor: *Dynalectric*

Change Order No.

3

Architect: *LPA Inc*

Date:

February 6, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: New fire hydrant to be installed in lieu of relocating existing fire hydrant</p> <p>REASON: City of Orange required a new fire hydrant to be used</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$2,073.00
2.0	<p>DESCRIPTION: Stamped architectural concrete to be installed at the center median on Santiago Canyon Road.</p> <p>REASON: City of Orange required stamped concrete to be installed in lieu of landscaping</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$12,793.00
Sub-Total		\$0.00	\$14,866.00
Total			\$14,866.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of DSA Inspector of Record, Testing & Inspection for the Maintenance & Operations Building Roof Replacement Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District will soon begin a project to replace the roof on the Maintenance & Operations Building at Santiago Canyon College. As required by the Division of State Architect (DSA), we are required to perform mandated materials and construction testing and inspection related to the construction process.

ANALYSIS:

TYR I.O.R. Services has proposed to provide one full-time inspector for five (5) months for an estimated total cost of \$65,912.00, at the hourly rates noted on the attached fee schedule. This fee also includes reimbursable expenses.

RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement with TYR I.O.R. Services to provide DSA mandated inspection services for the M & O roof replacement project at Santiago Canyon College as presented.

Fiscal Impact:	\$65,912.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



I.O.R. Services
 DSA & OSHPD Inspection

February 13, 2012

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

Reference: Revised Cost Proposal – Santiago Canyon College_M & O Roof Replacement Project

Dear Mr. Odum,

TYR, Inc. is honored for the opportunity to submit a cost proposal to Rancho Santiago Community College District for the above referenced project. The following estimated proposal is based upon the expected start date of March 2012, until estimated final completion of July 2012.

With the assigned full time Class 1 Inspector and previously approved hourly rate of \$77.00, the total estimated cost is \$65,912.00 (this estimate excludes overtime, off hours and legal holidays).

Please refer to the table below for the monthly breakdown:

FIVE (5) MONTHS 2012	WORKING DAYS	HOURS PER MONTH	MONTHLY TOTAL HOURS X \$77.00/HOURLY RATE
March	22	176	13,552.00
April	21	168	12,936.00
May	22	176	13,552.00
June	21	168	12,936.00
July	21	168	12,936.00
ESTIMATED TOTAL:	107	856	\$65,912.00

If you have any questions, please do not hesitate to contact me. Thank you for your time and we look forward to continue working with your District.

Best regards,

Youssef Sobhi
 President and Senior Inspector



I.O.R. Services
DSA & OSHPD Inspection

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT REGULAR HOURLY RATE QUOTATION

Project Inspector	Classification	Fully Burdened Hourly Rates
Youssef Sobhi Leonard Cloer Robert Patten	DSA Class 1	\$77.00
Robert Harte Austen Pell Syrus Avanesyan	DSA Class 2	\$67.00
Ashraf Samak Sammy Joseph	DSA Class 3	\$63.00

The above hourly rates are for both, with and without \$500,000. Professional Liability Insurance coverage. TYR, Inc. carries a \$1 million Professional Liability policy, in addition to \$1 million Auto Commercial Insurance, see attachment.

TERM AND GENERAL CONDITIONS

Terms of Payment

Fees charged are for professional and technical service and are due on presentation. If not paid within 30 days from date of invoice, they are considered past due and a finance charge of 1 1/2% per month will be added to the unpaid balance (APR 18%)

All invoice errors or necessary corrections shall be brought to the attention of the company within fifteen (15) days of receipt of invoice thereafter, customer acknowledges invoices are correct and valid. TYR IOR Services reserves the right to terminate its service to a customer without notice if all invoices are not current. Upon such termination of services, the entire amount accrued for all services performed shall immediately become due and payable. Customer waives any and all claims against TYR IOR Service, its subsidiaries, affiliates, servants and agent for termination of work on account of these terms.

In the event of any litigation arising from or related to any agreement to provide service whether verbal or written, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation. Additionally, in the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, the same process shall determine the term "prevailing party".

An annual cost of living increase of 4% will be applied beginning March 2012.

REGULAR TIME:

First eight (8) hours, Monday through Friday, between the hours of 5:00 a.m. & 5:00 p.m.

OVERTIME:

Any work exceeds 8 hours in on full day, Saturday, Sunday and any national recognized holiday will be billed as regular time.

Hourly rate is based on onsite inspection only. No minimum charge will apply and there are no other Reimbursable Expense fees.

"IOR ON DEMAND"

Addr.: 2760 E. Spring St, Suite 180, Long Beach, CA 90806 Tel.: (562) 426-1965 Fax: (562) 513-1974 www.tyrior.com

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Environmental Consultant Services – Addendum to the 2005 Environmental Impact Report (EIR) for Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

It has been determined that in best interest of the District, LSA will review and address changes to the Santiago Canyon College Facilities Master Plan as adopted in September 2005 and amended May 2006.

In preparation, LSA has attended meetings, analyzed documents and gathered preliminary data necessary to provide the District with an environmental impact analysis. Once consultant services are completed, it will better determine whether an Addendum or Environmental Impact report should be prepared.

ANALYSIS:

In order to perform the required environmental analysis, the professional services of an environmental consultant are necessary to provide the extensive and technical CEQA evaluation.

LSA Associates, Inc. has performed similar environmental reviews for our District, having been the consultant for the master plan EIR's at both SAC and SCC.

LSA proposes to provide the scope of work outlined in their attached proposal dated October 18, 2011, to include the initial study, environmental consultation, mitigated negative declaration, technical analysis, public reviews, and development of the final documentation for CEQA approval.

The proposed cost for their services is \$35,800.00 plus estimated reimbursable expenses of \$2,100.00, billed at cost for a total of \$37,900.00. These fees are based upon LSA's present understanding of this project and the proposed scope of work.

RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement with LSA Associates, Inc. in the amount of \$37,900.00 to provide environmental consultant services for the preparation of an addendum to the Santiago Canyon College EIR as presented.

Fiscal Impact:	\$35,800.00 plus \$ 2,100.00, estimated reimbursables	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	



LSA ASSOCIATES, INC.
20 EXECUTIVE PARK, SUITE 200
IRVINE, CALIFORNIA 92614

949.553.0666 TEL
949.553.8076 FAX

BERKELEY
CARLSBAD
FORT COLLINS

FRESNO
PALM SPRINGS
POINT RICHMOND

RIVERSIDE
ROCKLIN
SAN LUIS OBISPO
SOUTH SAN FRANCISCO

October 18, 2011

Mr. Alex Oviedo
Rancho Santiago Community College District
District Operations Center, Facilities Planning
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

Subject: Proposal for Environmental Consultant Services—Addendum to the Santiago Canyon College Facilities Master Plan Environmental Impact Report

Dear Mr. Oviedo:

LSA Associates, Inc. (LSA) is pleased to submit this proposal for preparation of an Initial Study/Addendum to address changes to the revised Santiago Canyon College Facilities Master Plan (FMP) as adopted July 2005.

The work effort proposed below will provide the Rancho Santiago Community College District (RSCCD) with a report that it may use to assess whether an Initial Study/Addendum is appropriate for the proposed modification of the previously approved project, or whether an Environmental Impact Report (EIR) should be prepared. RSCCD, as Lead Agency for the proposed project, must determine, based on a review of the facts in the Environmental Checklist Form and the Environmental Analysis attached to the Checklist, whether analysis of the project's environmental effects is best provided through use of an Initial Study/Addendum. The Initial Study/Addendum should and will include a systematic evaluation of the potential environmental effects of the proposed project compared to the effects of the project analyzed in the earlier EIR and Addendum, including the rationale and facts supporting the referenced conclusions.

LSA's preliminary review indicates that an Initial Study/Addendum relying on the previously certified Santiago Canyon College FMP EIR may be possible. Utilizing the Environmental Checklist form provided in the 2011 State California Environmental Quality Act (CEQA) Guidelines with supporting analysis and explanation of findings, LSA will provide analysis upon which RSCCD may rely for its CEQA review requirements. Although an Addendum seems to be the proper course for this project, RSCCD will ultimately determine what type of environmental document is needed after the Initial Study is completed. The scope of work/budget and environmental process may change based on RSCCD's determination.

An Initial Study/Addendum is prepared pursuant to CEQA Guidelines Section 15063, describing the manner in which the previous EIR might be used for a subsequent project. As suggested in CEQA Guidelines Section 15063(c)(3), the Checklist Form would be used to identify the environmental effects of the proposed project as compared to the impacts disclosed in the previous EIR.

The environmental impact analysis should evaluate whether or not there are significant new environmental impacts associated with the proposed project that were not disclosed in the previous certified EIR, or whether new information or circumstances exist that require substantial new environmental impact analysis. Under the 2011 State CEQA Guidelines, several sections describe an Addendum (§15164) and a Subsequent EIR (§15162), defining the circumstances under which an

05/23/11 d:\PROPOSAL\ZZZ1885A1 - CEQA Traffic Mitigation Fees\Addendum proposal 2011.docx

Addendum can be prepared and the circumstances under which a previous EIR can be relied upon for CEQA clearance.

Under current CEQA Guidelines, an existing EIR can be relied upon if a subsequent project will not result in new significant unavoidable impacts and will not substantially increase unavoidable impacts that were addressed in the existing EIR. Thus, at the completion of an updated analysis of a project utilizing the existing EIR, two questions must be asked:

- Have any new significant unavoidable impacts been identified that were not identified in the previous, certified EIR?
- Are there any significant unavoidable impacts identified in the updated analysis that are substantially more severe than those identified in the previous, certified EIR?

If the answer to *both* of these questions is “no,” a subsequent EIR is not required. If the answer to *either* of these questions is “yes,” a subsequent EIR must be prepared.

State CEQA Guidelines (§15164) state that an Addendum to an EIR shall be prepared “if some changes or additions are necessary, but none of the conditions described in Section 15162 calling for preparation of a Subsequent EIR have occurred.” Section 15162 of the State CEQA Guidelines identifies the criteria that would lead to the need for a subsequent EIR. Subsection 15162(a)(1) states that “substantial” changes are those changes that are proposed in the new project that would require “major” revisions of the previous EIR due to new significant environmental effects or a “substantial increase in the severity of previously identified significant effects.”

Subsection 15162(a)(2) specifies that if changes to the project occur, or changes occur with respect to the circumstances under which the project is undertaken, a subsequent EIR shall be prepared only if these changes are substantial and require major revisions to the previous EIR. A Subsequent EIR need not be prepared simply because circumstances have changed, but only when the changed circumstances require “major” revisions to the previous EIR, due to the involvement of new significant environmental effects or a “substantial increase in the severity of previously identified significant effects.”

Subsection 15162(a)(3) deals with new information that was not known and could have not been known at the time of the previous EIR “with the exercise of reasonable diligence.”

If none of the criteria in Section 15162 requiring a subsequent EIR are met, the Lead Agency may prepare a subsequent Negative Declaration or an Addendum, or make a finding that no further documentation is necessary.

LSA WORK TASKS

The environmental work program presented below is based on LSA’s knowledge of the project, the previous FMP EIR, and recent meetings with RSCCD’s Design Team. The Addendum would be prepared with RSCCD staff input and review and forwarded to the Board of Trustees for consideration.

Task 1: Project Description

Based on discussions and information provided by the RSCCD Design team, LSA will prepare a draft project description defining the project to be evaluated in the Addendum. It is LSA's understanding that no changes to project student enrollment numbers are proposed.

The project description will discuss project objectives (as defined by RSCCD), project infrastructure improvements, the geographical setting, and related projects, and will summarize the approvals necessary from both RSCCD and other agencies, if necessary. Each of the requirements in CEQA for a project description will be included in this section. In addition, a brief explanation of the decision not to prepare a Subsequent EIR pursuant to Section 15162 will be included in the Addendum and the explanation will be supported by substantial evidence. The project description will be submitted to RSCCD and the project team for one round of review and approval prior to the commencement of work on the environmental documentation. The schedule and budget are based on the assumption that the team will agree on a project description during the project initiation phase and that substantive changes to the description will not be made later in the process.

Task 2: Technical Memorandums and Updated Models

Traffic. Austin Foust prepared a traffic study in support of the Santiago Canyon College Facilities Master Plan (FMP) EIR in 2005. No additional traffic analysis is required unless projected student enrollment exceeds 16,000 credited students in 2020. If projected student enrollment exceeds 16,000 students in 2020, additional analysis would be required and a budget augment would be necessary.

The proposed FMP project in 2005 included an increase of 2,130 parking spaces, for a total of 3,900 parking spaces in several new and existing lots, including a proposed four-story, 1,300-space parking structure. The projected parking demand was identified based on a parking survey conducted on the Santiago Canyon College campus in October 2004. A parking rate of 1.2 spaces per 10 students was identified based on the survey and applied to the SCC projected student enrollment.

LSA will identify the parking requirement of the revised FMP based on the same parking rate, and determine whether the proposed parking will be sufficient to accommodate the anticipated parking demand.

Air Quality. The State CEQA Guidelines indicate that a significant impact would occur if the project would violate any air quality standard or contribute substantially to an existing or projected air quality violation. Specific criteria for determining whether the potential air quality impacts of a project are significant are set forth in South Coast Air Quality Management District's (SCAQMD) CEQA Air Quality Guidelines. The criteria include emission thresholds, compliance with State and national air quality standards, and conformity with the existing State Implementation Plan (SIP) or consistency with the current AQMP.

The 2005 Final Environmental Impact Report (FEIR) included analysis of the projects impacts using criteria set forth in the 2005 SCAQMD CEQA Air Quality Guidelines. LSA will prepare an updated air quality model in accordance with the procedures and requirements of the 2011 SCAQMD CEQA Air Quality Guidelines, and a limited air quality analysis. The focus of the air quality analysis will be on disclosing any changes to the conclusions in the 2005 FEIR based on changes in criteria pollutant thresholds and changes to the proposed project. LSA will utilize trip generation data contained in the 2005 FEIR.

The conclusions of the air quality analysis will be summarized in a technical memorandum that will be appended to the Addendum.

Greenhouse Gas. A discussion of Greenhouse Gases (GHGs) and their potential effects on global climate change (GCC) will be prepared. Regulatory requirements on such emissions, if any, will be identified. Emissions of carbon dioxide (CO₂), a key GHG identified in Assembly Bill (AB) 32, and other major GHGs such as methane (CH₄) and nitrous oxide (N₂O) from direct (such as building heating systems) and indirect (such as power plant emissions from increased electricity demand) project-related sources will be calculated. The total project GHG emissions will be put into the context of area and statewide emissions. LSA will work with the project team to identify feasible mitigation measures, if necessary. Mitigation measures will be updated or developed as indicated in the impact analysis. LSA will prepare a technical memorandum to summarize the above settings and impact discussions, which will be appended to and incorporated into the Addendum.

Noise. LSA will prepare a focused noise analysis to ascertain the impact of changes to the proposed project related to the location and operation of proposed sports fields. The noise analysis will focus on identifying any changes to impact conclusions regarding noise impacts on sensitive land uses on and surrounding the project site. The conclusions of the noise impacts analysis will be summarized in a technical memorandum that will be appended to the Addendum.

Task 3: Draft Addendum

Based on LSA's preliminary review of the modifications to the FMP, it appears that the modifications would not likely result in new significant impacts being identified; therefore, the following scope outlines the work program for an Addendum.

LSA will prepare an Addendum to the 2005 FEIR utilizing data from the project team and/or other sources, knowledge gained from LSA's previous work on the project, and information from any prior studies for recent projects in the area. The Addendum to the FEIR will summarize the results of the updated technical data and provide sufficient discussion to indicate that no new significant environmental impacts would result from project implementation.

At this time, LSA's proposal anticipates that the following topics would be discussed in the Addendum to the 2005 FEIR:

- Aesthetics
- Air Quality
- Cultural Resources
- Greenhouse Gases/Global Climate Change
- Hydrology and Water Quality
- Noise
- Recreation
- Agricultural Resources
- Biological Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Land Use
- Public Services and Utilities
- Transportation and Circulation

Based on LSA's understanding of the modifications to the project since certification of FEIR and the analysis in the FEIR, the following topics are not anticipated to warrant analysis in the Addendum: Mineral Resources and Housing and Population.

If, in the course of conducting the environmental analyses for the project, it is determined that a higher level of an environmental document may be required (for example, if it is determined that the project would result in new significant impacts), LSA will notify RSCCD immediately and meet with the project team to review the analysis findings and amend the scope and budget as necessary.

The Administrative Draft Addendum to the FEIR will be submitted to RSCCD staff and the Design Team in Portable Document Format (PDF) format for concurrent review. In addition, LSA will provide three print copies of the Administrative Draft Addendum for review, per round, if requested.

The budget included as part of the proposed scope of work assumes one set of consolidated comments (i.e., staff and consultant design team comments must be consolidated) will be provided by RSCCD to LSA. No more than two rounds of review and comment are assumed, with no substantial new comments or new analysis required for the second round of revisions.

An Addendum is usually not circulated to the public and would require no response to comments. Some jurisdictions circulate an Addendum for public review and comments so as to avoid claims that the public is being kept out of the environmental review process. This scope of work does not include circulation of the Addendum for public review or responding to public or agency comments. Circulation of the document and preparation of responses to public comments can be included as an amendment to this contract.

Task 4: Final Addendum

LSA will revise the Administrative Draft Addendum to the 2005 FEIR in response to the consolidated set of comments received from the RSCCD team and submit the proposed Final Addendum for RSCCD Board of Trustee approval. At this time, LSA will also prepare a revised and updated Mitigation Monitoring Reporting Program (MMRP), as necessary.

LSA will provide up to 20 copies of the proposed Final Addendum to RSCCD staff and the Board of Trustees.

As CEQA does not require public review of an Addendum to an EIR, once approved by the Board of Trustees, the EIR Addendum would become a part of the administrative record to be kept on file with the FEIR for future discretionary approvals.

Notice of Determination. Following the Board of Trustee's approval of the Addendum, LSA will prepare and file a Notice of Determination (NOD) with the State Clearinghouse. At the time of filing, RSCCD shall provide a check for all necessary filing fees. Currently, the CDFG Fee is \$2,839.25 for EIRs.

Task 5: Project Management and Meeting Attendance

This task includes regular and effective coordination among the LSA Project Manager, LSA technical staff, RSCCD, and the RSCCD Design Team. The project management role provides a mechanism to ensure that there is adequate exchange of information during project start-up and preparation of the

Addendum. This task includes notifying RSCCD of problems as they are encountered and working expeditiously to resolve problems. Important elements of this task will be to maintain the project schedule, oversee the budget, and coordinate efforts with other consultants. To facilitate dissemination of information, LSA's Project Manager will maintain ongoing verbal and email communication with RSCCD.

LSA staff will attend three additional progress meetings, as requested by RSCCD, and one Board of Trustee meeting. A total of three additional meetings have been budgeted in this scope of work.

During the environmental documentation process, LSA will monitor the number of meetings actually attended to determine compliance with this estimate. Any additional meetings beyond the three meetings described above will be attended with the RSCCD's prior written approval on a time-and-materials basis.

SCHEDULE

Based on LSA's experience, an Addendum can generally be completed within 10 to 14 weeks. If the RSCCD desires a more aggressive schedule, it should be noted that LSA has demonstrated its ability to maintain project schedules under aggressive deadlines on many projects in Southern California. LSA recommends the RSCCD and the LSA Project Manager review the attached schedule and make changes as necessary at the project kickoff meeting.

If more than two rounds of review are required, or the comments received on the second round of review are more extensive than anticipated, the schedule would need to be adjusted accordingly.

LSA will aggressively endeavor to keep the project on track. LSA also commits to providing sufficient staff to be available for assignment to the Addendum. The schedule reflects a best effort to complete the project in a timely manner according to the RSCCD schedule, while at the same time providing the time and attention necessary to ensure that the highest-quality analysis and products are received.

BUDGET

LSA proposes to accomplish Tasks 1-5 as described in the Scope of Work for an estimated fee of \$37,900 (Fee), as shown in Table A.

LSA fees are charged on an hourly basis, consistent with the Schedule of Standard Contract Provisions and Billing Rates, which is provided in Appendix A. The Fee will not be exceeded without your authorization. This Fee is based on LSA's past experience related to the level of effort needed to complete the environmental process and technical studies for projects of this type. LSA will aggressively identify strategies for reducing the overall work effort while maintaining the client's objectives and the legal adequacy of the work products.

Table A: Fee Estimate By Task

Task	Budget
Task 1: Project Initiation and Project Description	\$3,210
Task 2: Technical Analysis	
Task 2.A: Traffic	\$1,150
Task 2.B: Air Quality	\$1,905
Task 2.C: Greenhouse Gases	\$3,500
Task 2.D: Noise	\$1,365
Task 3: Draft Addendum	\$18,750
Task 4: Final Addendum (MMRP & NOD)	\$3,210
Task 5: Project Management and Meeting Attendance	\$2,710
Subtotal	\$35,800
Estimated Reimbursable Fees	\$2,100
Total	\$37,900

MMRP = Mitigation Monitoring and Reporting Program

NOD = Notice of Determination

BUDGET SPECIFICATIONS AND REIMBURSABLE COSTS

Direct costs (including outside vendors used for photocopying) are to be reimbursed at cost, unless other arrangements are made in advance, and are not included in the hourly fee for professional services provided above. Appendix A provides a list of LSA's current fee schedule for direct costs.

Printing costs are difficult to quantify, since the size and composition (i.e., graphics size and medium) are uncertain at this time. LSA stresses that the cost of reproducing a document is not known until the document is complete. For the purposes of the reimbursable estimate provided above, LSA estimates a cost of \$50 per draft document (with any technical information on CD) and \$65 for the proposed final document (with any technical information on compact disc [CD]). Reimbursable expenses also include mileage for site visits, team meetings, and public meetings. A summary of LSA work products and the number of copies anticipated are provided below:

LSA Work Products	Deliverable Quantities
Administrative Draft Addendum	3 bound copies (technical information will be in PDF format on CD)
Proposed Final Addendum	20 bound copies, 20 CDs (technical information in PDF format); 2 bound copies of technical information; 1 complete electronic copy
Notice of Determination	LSA will prepare and file with State Clearinghouse. The RSCCD will be responsible for all required filing fees.

AUTHORIZATION

Although every effort has been made to anticipate your needs, LSA welcomes the opportunity to discuss strategy and the details of this scope of work. If you have any questions, please contact Nicole Dubois at (949) 553-0666.

If you are in agreement with the proposal and attached Standard Contract Provisions and Billing Rates (Appendix A), please sign one copy of this authorization and return it to LSA.

LSA ASSOCIATES, INC.

Thank you again for contacting us. LSA has enjoyed working with RSCCD on previous environmental documents related to the Master Plans for Santiago Canyon College EIR and Santa Ana College EIR and we look forward to working with you again.

Sincerely,

LSA ASSOCIATES, INC.



Mona McGuire DeLeon, AICP
Principal

Nicole Dubois
Associate/Project Manager

THE ABOVE STATED TERMS ARE HEREBY ACCEPTED AND AUTHORIZED

CONSULTANT:

CLIENT:

LSA Associates, Inc.

Company



Authorized Signature

Authorized Signature

Title

Title

Date

Date

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Proposal to Replace Telephone and Data Cabling at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 20, 2011, the District received a proposal from Dynalectric to replace infrastructure conduits and cabling which support telephone and data communication systems at Santiago Canyon College.

ANALYSIS:

It is necessary to upgrade the existing telephone and data cabling with new fiber optic cables and conduits from the LRC to the M&O Building including pull boxes on the south side of the State Science Center.

Dynalectric initially submitted a proposal for \$153,678.00; however the cost was reduced to \$98,469.00, saving the District \$55,209.00. The new costs indicated in the proposal are considered fair value for the work involved.

RECOMMENDATION:

It is recommended that the Board of Trustees approve this proposal for Dynalectric to replace the telephone and data cabling at Santiago Canyon College as presented.

Fiscal Impact:	\$98,469.00	Board Date: February 27, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



CM H-042 ^{12/22/11} d'hoill OK
T+M tickets not signed
But confirmed Acceptable
as the work has been completed
in the expected time frames
& supported by Project Daily
reports.

December 20, 2011

Seville Construction Service
Santiago Canyon College
8045 E. Champan Avenue
Orange CA 92869

Attn: Dave Hall

Re: Santiago Canyon College-CCD#020, Infrastructure conduits and cabling

Dave :

Dynalectric is pleased to quote you our price for the electrical work involved in the above referenced change to our scope of work. Itemized breakdown sheets are attached indicating labor and material components.

Work Scope

1. Provide labor and material as follows and all work is based on scope specified on Construction change directive 020, Infrastructure conduits and cabling.
2. Provide sawcutting, asphalt removal, excavation, hauling, backfill and compacting and asphalt patch back.
3. E1.1C, Intercept and extend existing (3) 4" conduits and (3) 1" conduits to existing communication pull box.
4. E1.1C, Intercept and extend existing (4) 4" conduits to existing communication vault.
5. Provide and install pathway to protect temporary power cables on top of M&O wall.

Exclusions

1. Per original Contract.
2. Overtime Labor Cost.

Clarification

1. N/A

Total: \$ 98,468.96

This proposal is predicated on all work being completed during normal working hours.

(This proposal is void and subject to revision if not approved within 14 days of submission)

The above quoted amount covers only the presently ascertainable direct costs of the above referenced changes. It excludes costs associated with the impact to these changes upon the project schedule, labor productivity or other factors affecting the cost of performance. Dynalectric Los Angeles expressly reserves the right to claim any added costs and time extensions caused by this change alone or in conjunction with other changes.

As always should you have any questions or concerns regarding this issue please contact me.

Regards,

**Rob Coffman
Project Manager**

CC CE-035-RC

Sancho Santiago Community College District
 2325 N. BROADWAY, SANTA ANA, CA 92706
 Santa Ana College * Santiago Canyon College

MEASURE 5
 Change Order Proposal (COP)

DATE: 12/19/2011
 COP #: 3512
 PROJECT: ~~Administration Building 04-110242~~ **Communication Upgrades**
 CONTRACT NO.: (139) 104BR000225
 TO: Construction Manager Seville Construction Services
 FROM: CONTRACTOR/COMPANY Dynaletric

The following is an itemized quotation regarding proposed modifications to the contract documents.

Description of work:
 Additional campus communication infrastructure cabling and conduit per CCD#020.

<u>Subtier Contractor's Cost (Includes Subtier Contractor Overhead 10% & Profit 5%)</u>			
A	\$	0.00	
A	\$	0.00	
A	\$	0.00	
			Subtotal A \$ 0.00
<u>Subcontractor's Cost (Includes Subcontractor Overhead 10% & Profit 5%)</u>			
A	\$	44,698.86	
A	\$	652.05	
A	\$	0.00	
			Subtotal B \$ 45,350.91
<u>General Contractor's Cost</u>			
B	\$	9,701.59	
	\$	828.88	
C	\$	21,516.62	
D	\$	11,238.23	
			Subtotal C \$ 43,335.46
<u>General Contractor's Overhead and Profit</u>			
	\$	0.00	
	\$	2,289.74	
	\$	6,500.32	
			Subtotal D \$ 8,769.78
			Subtotal E \$ 974.94
Grand Total (A+B+C+D+E)			\$ 98,468.96

- The proposed change would increase the Final Completion Date by calendar days.
- The proposed change does NOT affect the Final Completion Date required by the Contract.
- This Change Order proposal is effective for 30 calendar days.

Contractor: _____ Signature _____ Project Manager _____ Title _____ Date _____



Rancho Santiago Community College District
 2325 N. BROADWAY, SANTA ANA, CA 92700
 Santa Ana College * Santiago Canyon College



CHANGE ORDER ESTIMATE PRICING SHEET

DATE: 12/19/2011
 PROJECT: Additional campus communication infrastructure cabling and conduit per CCD#020
 CONTRACT NO.: (7138)3048R066226

PROJECT NO.: 04-110232
 CM NO.: H-042
 ESTIMATOR: JC
 COMPANY: Dynamic

Item No.	Description	Quantity	Unit	Material Unit Price	Material Cost	Labor Unit Price	Labor Cost	Const. Equipment Unit Price	Const. Equipment	Subcontract Unit Price	Subcontract Includes O & P
1 A	Subtier	0.00	0							\$0.00	\$0.00
2 A	Subtier	0.00	0							\$0.00	\$0.00
3 A	Subtier	0.00	0							\$0.00	\$0.00
4 A	Hankels & McCoy (Tel/data/fiber) / lot	0.00	0							\$38,727.52	\$4,256.85
5 A	Merril Concrete Pumping / lot	1.00	e							\$711.00	\$35.15
6 A	Subcontractor	0.00	0							\$0.00	\$0.00
7 B	Materials / lot	1.00	e	\$3,823.61	\$3,823.61						
8 B	Concrete / yard	20.00	e	\$76.30	\$1,526.00						
9 B	Slurry / yard	15.00	e	\$39.00	\$585.00						
10 B	Asphalt / tons	21.48	e	\$79.00	\$1,696.52						
11 B	Materials	0.00	0	\$0.00	\$0.00						
12 B	Materials	0.00	0	\$0.00	\$0.00						
13 C	Journeyman	182.00	0			\$85.33	\$10,510.86				
14 C	Foreman	139.00	0			\$78.64	\$10,930.96				
15 C	General Foreman	0.00	0			\$94.37	\$0.00				
16 C	Project Engineer	0.00	0			\$113.53	\$0.00				
17 C	labor	0.00	0			\$0.00	\$0.00				
18 D	Conduit, rodnet / day	2.00	e					\$143.88	\$287.76		
19 D	Backhoe / hour	68.00	e					\$145.00	\$9,860.00		
20 D	Air Compressor / day	2.00	e					\$180.00	\$360.00		
21 D	Compressor / day	1.00	e					\$36.17	\$36.17		
22 D	Traffic line truck / day	2.00	d					\$105.27	\$210.54		
23 D	Traffic dump truck / day	2.00	d					\$101.56	\$203.12		
24 D	Traffic flat bed truck / day	2.00	d					\$90.35	\$180.70		
25 D	Conduit route truck / day	2.00	e					\$10.00	\$20.00		

5.25 (5)



Rancho Santiago Community College District
 2323 N. BROADWAY, SANTA ANA, CA 92706
 Santa Ana College * Santiago Canyon College



Contractor Cost / Credit Recommendation

Project:	Santiago Canyon College Humanities Building	CM #	H- 042
Date:	1/10/2012	Doc	CCD #020
Contractor:	Dynalectric	COR #	35R2
Disipline	Electrical	Bid #	1139

Reason for cost change:
 CCD #020 revised the telephone and data routing from the LRC to the M&O Building and removed the pull boxes on the south side of the State Science Building. Dynalectric had originally submitted a cost in the amount of \$153,678 for the work, which was reduced to \$98,469 after multiple reviews and clarifications to materials used. The revised proposal appears to be of fair value for the work involved.

Contractor Quoted Amount		Recommendation	
Total Cost:	\$98,469.00	<input checked="" type="checkbox"/>	Approve Quoted Amount
Total Credit:	\$0.00	<input checked="" type="checkbox"/>	Approve Schedule Impact
	Grand Total: <u>\$98,469.00</u>	<input type="checkbox"/>	Reject Quoted Amount
		<input type="checkbox"/>	Reject Schedule Impact
Contractor Quoted Schedule Impact		<input type="checkbox"/>	Other
Additional Days	0 Days		

Cost Reviewed and Confirmed Acceptable to Provide to the Board of Directors for Approval		
Young Min	LPA Inc.	Date
		1/10/12
Mark Kourpanidis	Seville Construction Services	Date
Darryl Odum	Rancho Santiago Community College District	Date

Incho Santiago Community College District
 2323 N. BROADWAY, SANTA ANA, CA 92706
 Santa Ana College * Santiago Canyon College

**MEASURE OF
 CHANGE ORDER PROPOSAL (COP)**

DATE: 12/19/2011
 COP #: 3512
 PROJECT: Humanities Building 04-110212
 CONTRACT NO.: (1139) 10432000225
 TO: Construction Manager Seville Construction Services
 FROM: CONTRACTOR/COMPANY Dynalectric

The following is an itemized quotation regarding proposed modifications to the contract documents.

Description of work:
 Additional campus communication infrastructure cabling and conduit per CCD#020.

<u>Subtier Contractor's Cost (Includes Subtier Contractor Overhead 10% & Profit 5%)</u>			
A	\$	0.00	
A	\$	0.00	
A	\$	0.00	
			Subtotal A \$ 0.00
<u>Subcontractor's Cost (Includes Subcontractor Overhead 10% & Profit 5%)</u>			
A	\$	44,638.85	
A	\$	652.15	
A	\$	0.00	
			Subtotal B \$ 45,291.00
<u>General Contractor's Cost</u>			
B	\$	9,701.53	
	\$	848.88	
C	\$	21,545.82	
D	\$	11,288.23	
			Subtotal C \$ 43,384.46
<u>General Contractor's Overhead and Profit</u>			
	\$	0.00	
	\$	2,269.49	
	\$	6,500.32	
			Subtotal D \$ 8,769.78
			Subtotal E \$ 974.94
Bond and Builder's Risk Insurance at 1% of Subtotals A+B+C+D			
Grand Total (A+B+C+D+E)			\$ 98,468.96

- The proposed change would increase the Final Completion Date by calendar days.
- The proposed change does NOT affect the Final Completion Date required by the Contract.
- This Change Order proposal is effective for 30 calendar days.

Contractor: _____ Signature _____ Project Manager _____ Title _____ Date _____



Rancho Santiago Community College District
 2323 N. BROADWAY, SANTA ANA, CA 92706
 Santa Ana College + Santiago Canyon College



CHANGE ORDER ESTIMATE PRICING SHEET

DATE: 12/19/2011
 PROJECT: Humanities Building
 DESCRIPTION: Additional campus communication infrastructure cabling and conduit per GGB#020
 CONTRACT NO.: (1139) 10-EP000228

PROJECT NO.: 04-110212
 CM NO.: H-042
 ESTIMATOR: rc
 COMPANY: Dynallectric

Item No.	Description	Quantity	Unit	Material Unit Price	Material Cost	Labor Unit Price	Labor Cost	Const. Equipment Unit Price	Const. Equipment	Subcontract Unit Price	Subcontract Includes O & P
1	A Subtler	0.00	0							\$0.00	\$0.00
2	A Subtler	0.00	0							\$0.00	\$0.00
3	A Subtler	0.00	0							\$0.00	\$0.00
4	A Honkels & McCoy (Tele/data/fiber) / lot	0.00	0							\$38,727.32	\$44,336.83
5	A Merit Concrete Pumping / lot	1.00	e							\$741.00	\$1521.5
6	A Subcontractor	0.00	0							\$0.00	\$0.00
7	B Materials / lot	1.00	e	\$3,823.61	\$3,823.61						
8	B Concrete / yard	20.00	e	\$76.00	\$1,520.00						
9	B Slurry / yard	45.00	e	\$39.00	\$1,755.00						
10	B Asphalt / tons	21.48	e	\$79.00	\$1,696.92						
11	B Materials	0.00	0	\$0.00	\$0.00						
12	B Materials	0.00	0	\$0.00	\$0.00						
13	C Journeyman	162.00	0			\$63.53	\$10,293.86				
14	C Foreman	139.00	0			\$71.64	\$10,057.96				
15	C General Foreman	0.00	0			\$94.87	\$0.00				
16	C Project Engineer	0.00	0			\$113.25	\$0.00				
17	C Labor	0.00	0			\$0.00	\$0.00				
18	D Conduit rodder / day	2.00	e					\$143.88	\$287.76		
19	D Backhoe / hour	68.00	e					\$143.00	\$9,724.00		
20	D Air Compressor / day	2.00	e					\$160.00	\$320.00		
21	D Compactor / day	1.00	e					\$36.17	\$36.17		
22	D Traffic flag truck / day	2.00	d					\$105.27	\$210.54		
23	D Traffic dump truck / day	2.00	d					\$161.56	\$323.12		
24	D Traffic flat bed truck / day	2.00	d					\$90.23	\$180.46		
25	D Conduit route tracer / day	2.00	e					\$10.00	\$20.00		

5.25 (8)

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

To:	Board of Trustees	Date:	February 27, 2012
Re:	Approval of Whole Building Commissioning Services – Humanities Building and Athletic/Aquatic Complex at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

The District issued a Request for Qualifications (RFQ) for Whole Building Commissioning Services to be utilized at the Humanities Building and the Athletic/Aquatic Complex at Santiago Canyon College. The Whole Building Commissioning Service will ensure that the mechanical system is reviewed and checked per the design, installation, contractor start-up and functionality.

ANALYSIS:

The RFQ was sent to twelve qualified commissioning firms and we received a Statement of Qualifications from nine of the twelve firms contacted. Facility Planning and Program Services (FPPS) was given the task of reviewing and evaluating the RFQs. FPPS recommended three firms to be interviewed based on their experience with similar projects, completeness of the RFQ and cost proposal. The proposals varied depending on the firms experience and how they aligned with the (2) buildings being commissioned.

As a result of the interview process, responses to the RFQ and a due diligence process, it is recommended that the District enter into a contract with Glumac to provide Whole Building Commissioning services for the Humanities Building and the Athletic/Aquatic Complex at SCC. Seville Construction Services recommends Glumac for the Commissioning of The Humanities Building and The Athletic/Aquatic Complex at Santiago Canyon College.

FIRM	HUMANITIES	A/A COMPLEX	TOTAL
Glumac	\$ 56,850.00	\$25,650.00	\$ 82,500.00
3Qc	\$ 63,400.00	\$45,700.00	\$109,100.00
Digital Energy, Inc.	\$129,789.00	\$51,561.00	\$181,350.00

RECOMMENDATION:

It is recommended that the Board of Trustees authorize the Vice Chancellor, Business Operations/Fiscal Services to enter into an agreement with Glumac for Whole Building Commissioning Services at the Humanities Building and Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$82,500.00	Board Date: February 27, 2012
Prepared by:	Darryl Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RFQ - WHOLE BUILDING
COMMISSIONING
SERVICES
COMPANY**

	Points 1-6 Completeness of RFQ (Firm's Resume/Key Personnel Resume/Evidence of Insurance/Terminated for Cause or Default/5 References/Prices Proposal)	Points 1-10 Completeness of the Work Products & Sample Deliverables	Points 1-5 Experience by showing 5 Similar Projects	Subtotal Pts.	COST Humanities	COST Gymnasium	Points 1-10 for Cost	< \$100,000 - 10 pts. < \$125,000 - 8 pts. < \$150,000 - 6 pts. < 200,000 - 4 pts. < 250,000 - 2 pts. More than \$250K - 0	Total Points
3QC 895 Dove Street, 3 rd Fl. Newport Beach, CA 92660	6	10	4	20	\$63,400	\$45,700	8	\$109,100	28
Capital Engr Consultants, Inc 20725 S. Western Ave., Ste. 134 Torrance, CA 90501	6	10	4	20	\$116,384	\$56,256	4	\$172,640	24
Digital Energy, Inc. 128 Auburn Crt., Ste. 106 Westlake Village, CA 91361	6	10	5	21	\$129,789	\$51,561	4	\$181,350	25
Enovity 722 N. Orlando Ave., #110 Los Angeles, CA 90069	6	10	5	21	\$172,624	\$99,135	0	\$271,759	21
Glumac 617 W 7 th St., Ste. 5 th Flr Los Angeles, CA 90017-3830	6	10	5	21	\$56,850	\$25,650	10	\$82,500	31
Henrikson Owen 20 Morgan Irvine, CA 92618	6	3	3	12	\$32,400	\$26,620	n/a	\$59,020	n/a
P2S Engineering, Inc 5000 E Spring St. 8 th Flr Long Beach, CA 90815	6	10	5	21	\$164,380	\$108,620	0	\$273,000	21
Sindoni Consulting & Mgmt 2102 Business Ct. Dr., Ste. 130 Irvine, CA 92612	6	10	0	16	\$109,450	\$38,490	6	\$147,940	22
Yardley-Saretsky 3000 W MacArthur Blvd., Ste. 650 Santa Ana, CA 92704	6	10	5	21	\$150,756	\$89,344	0	\$240,100	21



**EXECUTIVE SUMMARY OF
REQUEST FOR QUALIFICATIONS (RFQ)
WHOLE BUILDING COMMISSIONING SERVICES
FOR
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**

Facility Planning and Program Services (FPPS) was assigned the responsibility to coordinate the review and evaluate the Request for Qualifications for the Whole Building Commissioning Services for the Humanities and Gym Buildings at Santiago Canyon College. It is also our responsibility to make a recommendation to RSCCD to engage the most highly ranked commissioning team. We took the responsibility with the understanding of the importance of an open selection process and outreach to the community, and this process reflects the District's commitment to fairness, quality, efficiency and value as you will see demonstrated in this summary.

After receiving letters of interest from the twelve highly qualified commissioning firms, the Request for Qualifications were distributed. Of the twelve firms, nine submitted their Statement of Qualifications. The RFQ required the firms to submit very specific documents including a Work Plan from an actual project. The top three highest scoring firms meeting the criteria of completeness of the RFQ, listing of similar projects and experiences, the cost proposal and the outcome of the references. The three firms were then invited to the District office for an interview. The interviews were approximately 40 minutes, and were conducted by Darryl Odum, District Director of Construction & Support Services and Ava Hill of FPPS.

During the interview, questions were asked on how the firms would format and conduct the commissioning of the buildings, to specific questions on how they would commission the building envelope and the vertical transportation system. Communication is essential to any project, but communicating the building deficiencies is critical to a commissioning process.

As important as an interview, the responses of the three firms' references were significant in affirming their value to the project. Calls were place to the references listed and all three firms received very high and complementary remarks.

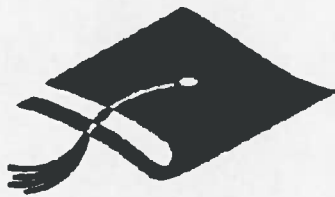
It was quite apparent during the interviews that the three commissioning firms were all equally capable and highly competent in performing the scope of work. The last and only defining difference between the three firms was the proposed cost to conduct and provide commissioning services. Therefore, it is the recommendation that Glumac, Inc. be awarded a contract for the Whole Building Commissioning of the Humanities and Gym Building at Santiago Canyon College in the amount of \$56,850 and \$25,650.

SANTIAGO CANYON COLLEGE
REQUEST FOR QUALIFICATION FOR
WHOLE BUILDINGS COMMISSIONING SERVICES
CONSULTANTS LIST

<u>Company Name</u>	<u>Address</u>	<u>Contact Person</u>	<u>Position/Title</u>	<u>Phone Numbers</u>	<u>E-Mail Address</u>
3Qc, Inc.	895 Dove Street, 3 rd Flr.	Jim Ogden	Principal in Charge	P 949 681 7084ext 221	jogden@3Qcinc.com
	Newport Beach, CA 92660	James Becker	Commissioning Svcs	F 916 676 8624	
Capital Engr Consultants, Inc	65 N. Catalina Ave., Ste. 200	Lowell Shields	Principal	P 626 405 2376	lshields@capital-engineering.com
	Pasadena, CA 91106				
Digital Energy, Inc.	128 Auburn Crt., Ste. 106	Jeff Wegener	Chief Operating Officer	P 805 374 1777	jagaram@digitalenergy.com
	Westlake Village, CA 91362			F 805 374 1779	
Enovity	722 N. Orlando Ave., #110 Los Angeles, CA 90069	Timothy L. Chin	LEED AP Director	P 888 900 9978 2700 F 949 251 1212	tchl@enovity.com
Farnsworth Group	9431 Haven Ave., Ste. 117	Oliver Wu	Project Manager	P909 635-6030	owu@f-w.com
	Rancho Cucamonga, CA 91730			F 909 912-1861	
Glumac	617 W 7 th St., Ste. 5 th Flr	Steven Carroll	Principal in Charge	P 949 833 8190	scarroll@glumac.com
	Los Angeles, CA 90017-3830				
Henrikson Owen	20 Morgan	Richard Henrikson	Principal	P 949 860 4800	
	Irvine, CA 92618			F 949 86004810	rhenrikson@henrikson.com

Mazzetti Nash Lipsey Burch	2201 Dupont Dr., Ste. 800 Irvine, CA 92612-7507	George Amburn	Associate Principal	P 949 475 5550 F 949 475 5551	<u>www.mazzetti.com</u>
P2S Commissioning, Inc	5000 E Spring St. 8th Flr Long Beach, CA 90815	Lee Riback	Sr. Comm Agent	P 562 497-2999 F 562 497 2990	<u>lee.riback@p2seng.com</u>
Sindori Consulting & Mgmt	2102 Business Ct. Dr., Ste. 130 Irvine, CA 92612	Anthony J Sindori		P 949 282 2757 F 949 282 2758	<u>ais@scms.net</u>
Southland Industries	17941 Fitch Irvine, CA 92614	Lance English		P 949 440 5000 F 949 756 3236	<u>lenglish@southlandind.com</u>
Yardley-Saretsky	3000 W MacArthur Blvd., Ste. 650 Santa Ana, CA 92704	Roman Zaretsky	President	P 714 241 7700	<u>roman@yzi-hvac.com</u>

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR WHOLE BUILDINGS COMMISSIONING
SERVICES**



RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

**Statement of Qualification submittal documents must be
received no later than**

January 5, 2011 at 2:00 PM

**Ava Hill, Consultant, FPPS
Rancho Santiago Community College District
2323 North Broadway
Suite 112
Santa Ana, CA 92706-1640**

REQUEST FOR QUALIFICATIONS (RFQ)

WHOLE BUILDING COMMISSIONING SERVICES

**TWO (2) CONSTRUCTION PROJECTS
AT SANTIAGO CANYON COLLEGE
8045 East Chapman Avenue
Orange, CA 92869**

1. STATEMENTS OF QUALIFICATIONS REQUESTED

The Rancho Santiago Community College District ("District") is requesting Statements of Qualifications ("SOQ") from qualified firms and individuals for building/facility commissioning services. The commissioning services are for two new buildings as outlined under the Project Description (Exhibit "C"). Any firm or individual hired by the District as a result of this RFQ will be an independent contractor to provide services for specific projects and will not be an employee of the District.

2. NUMBER OF SUBMISSIONS, DUE DATE AND TIME

In order to be considered, four (4) original SOQ's must be received at the address indicated below (paragraph 3) by personal delivery or mail no later than the following date and time:

January 5, 2012 at 2:00 PM

The District encourages submittal of the SOQ prior to this date and will reject any SOQ received after the deadline indicated above.

3. ADDRESS FOR SUBMISSIONS

Interested, qualified candidates must submit their SOQ to the following address clearly marked with the name and address of the firm or individual in the upper left corner. It is each firm's sole responsibility to ensure its SOQ is timely delivered and received at time and the location designated as specified herein.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(BUILDING/FACILITIES COMMISSIONING SERVICES)
Attn.: Ava Hill, Consultant, FPPS
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640**

4. QUESTIONS ABOUT THE RFQ OR THE DISTRICT'S PROGRAM

Formal questions about the RFQ must be directed to the following contact in writing via e-mail:

Ava Hill
E-Mail: daathill@aol.com
Phone: (951) 741-4829

Answers to questions will only be made by addendum duly issued, and a copy of such addendum will be emailed each firm issued a copy of this RFQ by the District. No person or firm is authorized to make any oral interpretation of any provision in this RFQ, nor shall any oral interpretation be binding on the District.

5. COMMISSIONING SCOPE OF SERVICES

The required scope of services is set forth in Exhibit "A" of this RFQ. The scope may be modified at the sole discretion of the District prior to execution by the selected firms or individuals.

6. SELECTION PROCESS

The District intends, through this RFQ, to identify qualified professionals eligible to provide necessary Commissioning services for the various construction projects noted in Exhibit "C".

7. DISTRICT POLICIES REGARDING SOQ SUBMISSIONS

7.1 No Reimbursement. The District will not reimburse candidates for costs that they incur in preparing their SOQs.

7.2 Right to Request Additional Information. The District reserves the right, at the District's sole discretion, to request additional information from any candidate in order to make a more fully informed decision regarding the SOQ.

7.3 Right to Reject. The District specifically reserves the right, at the District's sole discretion, to reject any or all SOQs.

7.4 Waiver of Irregularities. The District reserves the right to reject any or all SOQ's or to waive any irregularities or informalities in any SOQ.

7.5 Documents Property of District. All SOQ's submitted in response to this RFQ shall become the property of the District and a public record (with the exception of financial information) and as such, will be subject to public disclosure.

7.5 Rights of the District. This RFQ does not commit the District to award a contract or pay any costs incurred in the preparation of a response to this request. The District reserves the right to accept all or part of any submittal or to cancel in part or in its entirety this RFQ. The District further reserves the right to select the professional consultant that it considers to be in the best interest of the District.

8. REQUIRED SOQ FORMAT AND CONTENT

8.1 The following items shall be submitted in response to this RFQ in the order designated below:

Tab 1) The firm's Resume/Qualifications statement.

Tab 2) Resumes of key person(s) and sub-consultants that will staff the project including a *single point of contact*, principal, project manager, engineer, staff engineer, etc. The resumes shall include specific information about expertise in commissioning tasks, (e.g. design reviews, specification writing, commissioning management, troubleshooting, test writing, test execution, energy management, etc.).

Briefly describe relevant experience of the proposer's team in the following areas and list each party's involvement:

- Projects similar to this one
- Traditional test and balance project
- O&M writing and training experience
- Energy – efficient equipment design and control optimization

Provide as an attachment the following work product that members of the proposer's team wrote. List the team member who actually wrote the document and the projects on which they were used. Work from the designated Commissioning Agent ("CA") is preferred. The work product is to include the following:

- Commissioning plan that was executed (the process part of the plan)
- Commissioning specifications; and
- An actual functional test procedure form that was executed

Tab 3) A list of five similar projects where the described services were provided and completed within the past three years for public higher education institutions. List projects with construction values of at least \$10M (provide a minimum of five projects).

Tab 4) Samples of deliverables including trip reports, outstanding item lists, and final commissioning reports.

Tab 5) Evidence of insurance. See attached Exhibit "B" for insurance requirements.

Tab 6) Provide specific information your firm was terminated for cause or default, any litigation history, lawsuits or arbitration matters settled, or any judgments entered against your firm within the past (5) years. *Firm must demonstrate an acceptable history of proactive litigation avoidance and resolution.* The information required in this Tab applies not only to the firm as whole, but any partner, officer, individual or current employee of the firm.

Tab 7) A list of five references from owners of similar projects listed in Tab 3 above. One reference from each project is required (include client/project name, location, two contact names, and telephone number(s)).

Tab 8) Provide a fixed lump sum total cost to accomplish the work with a budget breakdown. Also provide hourly rates for each team member for work that may exceed the scope. For each phase, provide the percentage level of effort for each of the primary team members.

The District desires a cost proposal with a budget breakdown for the Construction and Warranty phase tasks. See example attached as "Exhibit D"

9. SUBMISSION

- 9.1** Submit four (4) hard bound copies of the response to this RFQ. Submittal format shall be 8-1/2" x 11" and shall not contain more than thirty (30) single-sided pages or fifteen (15) double-sided pages. Submittals containing more than the maximum amount of allowed pages will be rejected. Responses failing to address the listed requirements will be deemed non-responsive.

EXHIBIT A

SCOPE OF WHOLE BUILDINGS COMMISSIONING SERVICES

Construction Phase

1. Coordinate and direct the commission activities in a logical, sequential and efficient manner using consistent protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties, frequently updated timelines and schedules. The commissioning authority and construction manager shall work in conjunction to coordinate all testing, inspecting and site specific activities pertaining to commissioning activities are incorporated into the construction schedule.
2. Plan and conduct commissioning meetings as need and distribute minutes to the commissioning team.
3. Request and review additional information required to perform commissioning tasks, including O&M materials, contractor start-up and checkout procedure. Before startup, gather and review the current control sequences interlocks and work with contractors and design engineers until sufficient clarity has been obtained in writing to be able to write detailed testing procedures.
4. Review normal contractor submittals applicable to systems being commissioned for compliance with commissioning needs and design documents, in conjunction with the A/E reviews.
5. Review request for information and change orders for impact on commissioning and owner's objectives.
6. Review coordination drawings to ensure that trades are making a responsible effort to coordinate.
7. Write and distribute commission checklist for all applicable equipment prior to contractor start-up. These checklists shall include static inspections, pre-functional test, functional test and setpoint adjustments.
8. Perform site visits, as necessary, to observe component and system installations. Attend selected and job-site meetings to obtain information on construction progress. Review construction meeting minutes for revisions/substitutions relating to the commissioning process. Assist in resolving any discrepancies regarding the commissioning of any system or single piece of equipment.
9. Witness HVAC piping pressure test and flushing, sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.
10. Witness any ductwork testing and clearing sufficient to be confident that proper procedures were followed. Include testing documentation in the Commissioning Record.

11. Complete commissioning checklist for both the static and pre-functional testing unless specified. Inspect 100% of the equipment unless otherwise specified.
12. Document systems start-up by reviewing start-up reports and by select site observations.
13. Approve air and water systems balancing by spot testing and by reviewing completed reports.
14. With the necessary assistance from specifications and submittals, write the functional testing performance test procedure for equipment and systems. This will include manual functional testing, energy management control system trending and may include stand-alone data-logger monitoring. Submit to CM for review and approval if required.
15. Analyze functional performance trend logs and monitoring data to verify performance.
16. Coordinate witness and document manual functional performance tests performed by installing contractors. Coordinate retesting as necessary until satisfactory performance is achieved. The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security/fire alarm when impacted and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot checked by the commissioning provider during functional testing.

Tests on respective HVAC equipment shall be executed, if possible, during the heating and cooling season. However, some overwriting of control values to stipulate conditions shall be allowed. Functional testing shall be done using conventional manual methods, control system trend logs, and read-outs or stand-alone data-loggers, to provide a high level of confidence in the proper system. This must first be approved by the owner and/or the CA.

17. Maintain a master deficiency log and a separate record of functional testing. Report all issues as they occur directly to the CM. Provide directly to the CM written weekly reports and test results with recommended actions and deficiency updates.
18. Review equipment warranties to ensure that the building owner's responsibilities are clearly defined.
19. Review and approve the preparation of the O&M manuals for commissioned equipment.
20. Compile a Commissioning Report, which shall include:
 - A. Brief summary report that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain

the disposition of the CA regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:

- 1) Equipment meeting the specifications
 - 2) Equipment installation
 - 3) Functional performance and efficiency
 - 4) Equipment documentation
 - 5) Operator training
- B. All outstanding non-compliance items shall be specifically listed. Recommendation for improvement to equipment or operations, future actions, commission process changes etc., shall also be listed. Each non-compliance issue shall be referenced to the specific functional test, inspection, trend log, etc. where the deficiency is documented.
- C. Also included in the Commission Record shall be the issues of, commissioning plan, progress reports submittal and O&M reviews, training record, test schedules, construction checklist, start-up reports, functional test, and trend log analysis.
21. Compile an Operation Manual that consists of the following: single line drawings and schematics for major systems (by designer); control drawing, sequence of control (by contractor), and a table of all set points and implications when changing them, schedules, instructions for operation of each piece of equipment for emergencies, seasonal adjustment, startup and shutdown, instructions for energy savings operation and descriptions of the energy savings strategies in the facility, recommendations for retro-commissioning frequency by equipment type, energy tracking recommendations, and recommended trend logs with a brief description of what to look for in them (all by the CA)

Post-Acceptance Phase

1. Coordinate and supervise required seasonal or deferred testing and deficient corrections and provide the final testing documentation for the Commissioning Report and O&M manuals.
2. Return to the site and at the 10th month of the 12-month period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview faculty staff and identify problems or concerns that they have with operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports and documents and request for services to remedy outstanding problems.

Systems to be commissioned

- Central building automation system
- All equipment of the heating, ventilation and air conditioning systems

- **Scheduled or occupancy sensor lighting controls**
- **Daylight dimming controls**
- **Refrigeration systems**
- **Emergency power generators and automatic transfer switching**
- **Uninterruptible power supply systems**
- **Life safety systems (fire alarms, egress pressurization, fire protection)**
- **Laboratory, clean room, hoods and pressurization**
- **Electrical**
- **Domestic & process water systems**
- **Equipment sounds controls and testing**
- **Data & communications**
- **Paging systems**
- **Security systems**
- **Irrigation**
- **Plumbing**
- **Vertical transportation**
- **Medical gases**
- **Building envelope**
- **Process instrumentation controls**

The CA is not responsible for the design concept, design criteria, code compliance, and design or general construction scheduling, cost estimating or construction management of the project. The CA may assist with problem solving or resolving non-conformance or deficiencies, but ultimately, that responsibility lies with the design team. Once again, the primary role of the CA is to develop and coordinate the execution of a testing plan, observe and document performance of whether the systems are installed and functioning in accordance with the contract documents.

EXHIBIT B

INSURANCE REQUIREMENTS COMMISSIONING SERVICES

1.1 COMPLIANCE WITH LAWS, WORKERS COMPENSATION INSURANCE, HOLD DISTRICT HARMLESS

The COMMISSIONING AGENT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers compensation insurance laws. The COMMISSIONING AGENT understands that, as an independent contractor, COMMISSIONING AGENT is not covered by any type of DISTRICT insurance, including workers compensation insurance. The COMMISSIONING AGENT shall provide, through insurance policies or self-insurance, workers compensation insurance coverage for its employees who provide services hereunder. The DISTRICT understands that the COMMISSIONING AGENT may use independent contractors, volunteers or others not covered by the COMMISSIONING AGENT's workers compensation coverage to provide services hereunder. The COMMISSIONING AGENT shall advise such persons providing services hereunder at the direction of the COMMISSIONING AGENT that workers compensation insurance is not provided by the DISTRICT, and the COMMISSIONING AGENT shall hold the DISTRICT harmless from any and all claims for damages that may be asserted by such persons.

1.2 SELF-EMPLOYMENT, RESPONSIBILITY FOR MEDICAL INSURANCE AND COSTS

If the COMMISSIONING AGENT is a self-employed individual, the COMMISSIONING AGENT agrees to arrange, in lieu of workers compensation insurance, insurance for or financial responsibility for any and all medical and related treatment, and to pay the cost of such treatment, including emergency treatment that may be provided that the COMMISSIONING AGENT did not arrange for which may be required due to any injuries of any type that may be sustained by the COMMISSIONING AGENT while performing services under this AGREEMENT. The COMMISSIONING AGENT shall, prior to commencing services herein, provide the DISTRICT with satisfactory evidence of medical coverage as set forth in Paragraph 1.5, below. Cancellation or lack of medical coverage for the COMMISSIONING AGENT shall not relieve the COMMISSIONING AGENT of COMMISSIONING AGENT's financial responsibility for the cost of medical and related treatment.

1.3 PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

The COMMISSIONING AGENT shall carry and maintain during the term of this AGREEMENT a policy of Professional Liability Insurance (Errors and Omissions) with a limit of not less than \$500,000 per occurrence. The DISTRICT reserves the right to waive this insurance requirement and if so waived, the COMMISSIONING AGENT shall hold the DISTRICT harmless from any and all claims for damages.

1.4 AUTO LIABILITY

The COMMISSIONING AGENT shall confirm that all individual inspection staff carry and maintain

personal Auto Liability for owned, hired and non-owned vehicles, for injury, damage and loss, including, but not limited to, premises and operations, contractual liability and personal injury that may arise from and in connection with the performance or nonperformance of COMMISSIONING AGENT's services herein. The COMMISSIONING AGENT shall hold the DISTRICT harmless from any and all claims for injury, damage, and loss.

1.5 EVIDENCE OF COVERAGE, CANCELLATION OR MATERIAL CHANGES

Not later than ten (10) calendar days after the date of execution of this AGREEMENT and, in any case, prior to commencement of any of the COMMISSIONING AGENT's services herein, the COMMISSIONING AGENT shall furnish certificates of insurance evidencing the insurance coverage required above, including endorsements, to the DISTRICT Department administering the Agreement, which certificates shall provide that such insurance shall not be terminated or expire or be materially changed without written notice to the DISTRICT, and COMMISSIONING AGENT shall maintain such insurance from the time that the COMMISSIONING AGENT commences performance of services hereunder until COMMISSIONING AGENT's completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the COMMISSIONING AGENT shall furnish certified copies of the policies and all endorsements.

1.6 ADDITIONAL NAMED INSUREDS

All insurance policies, except for Workers Compensation shall contain additional endorsements naming the DISTRICT and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

1.7 WAIVER OF SUBROGATION RIGHTS

COMMISSIONING AGENT shall require the carriers of the coverages required above to waive all rights of subrogation against the DISTRICT, its officers, employees, /agents, volunteers, contractors and subcontractors.

1.8 POLICIES PRIMARY AND NON-CONTRIBUTORY

All policies required above shall be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

1.9 INSURANCE REVIEW

The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT's risk. Any such reduction or waiver for the entire

term of the Agreement and any change requiring additional types or insurance coverage or higher coverage limits shall be made by amendment to this Agreement. COMMISSIONING AGENT agrees to execute any such amendment with thirty (30) calendar days of receipt.

EXHIBIT C

Project Descriptions

Project Location: Santiago Canyon College
8045 East Chapman Avenue
Orange, CA 92869

Architects: Humanities Building and LPA, Inc.
Gym/Aquatics Facility The Austin Company

CM Firm: Seville Construction Management Services

Construction Methodology: Multi-prime

PROJECT	APPROXIMATE COST	ESTIMATED COMPLETION DATE	% COMPLETED (as of 12/01/2011)
1. Humanities Building (Three-story, approximately 97,000 GSF)	\$19,500,000	March, 2013	30%
2. Gym/Aquatics Facility (Gym, Pool, Lockers, Showers)	\$12,100,000	March, 2012	40%

EXHIBIT D

BUDGET BREAKDOWN (EXAMPLE)

Task		Budget
Construction		
1	Commissioning plan and submittal reviews	_____
2	Construction checklist; observation of installation and startup	_____
3	Functional test writing	_____
4	Functional test execution and documentation	_____
5	O&M manual, As-built review and training review	_____
6	Compilation of Commissioning Report	_____
7	Systems Concepts and Operations Manual development	_____
8	Meetings	_____
9	Other	_____
		Subtotal
Warranty Period		_____
Seasonal Testing		_____
Near- warranty end review		_____
		Subtotal
		TOTAL



**REQUEST FOR QUALIFICATIONS (RFQ)
FOR WHOLE BUILDINGS COMMISSIONING SERVICES**

Addendum #1

The following changes, additions, deletions or corrections shall become part of the Request for Qualifications for the Whole Building Commissioning Services.

Item A. Submittal Due Date:

The submittal due date has been extended to **Thursday, January 12 at 2:00 P.M.**

Item B. The following are responses to questions received from various firms.

1. The reports and sample deliverables will exceed the page limit established in item 9, would they be excluded from the 30 page limits?
The required four hard bound copies will be limited to the 30 page limit, but the work product and the samples of deliverables can be in a separate hard bound. One copy is required for this and will not have any page limits.
2. Will this be a qualification based selection or lowest bidder?
The contract will be awarded based on qualification.
3. The following "systems to be commissioned" is not normal to the commissioning process, or will substantially increase the fee for commissioning services:
 - a) Emergency power generators and automatic transfer switching
 - b) Uninterruptable power supply systems
 - c) Life safety systems (fire alarms, egress pressurization, fire protection) – usually another certified consultant or Fire Marshall
 - d) Laboratory, clean room, hoods and pressurization – will there be these types of rooms?
 - e) Equipment sounds controls and testing
 - f) Data & communications
 - g) Paging systems
 - h) Security systems
 - i) Vertical transportation
 - j) Medical gases
 - k) Building envelope – significant cost impact for envelope Cx, contractors must be involved and is it in their contract?
 - l) Process instrumentation controls*The listed "systems to be commissioned" may not all be applicable to the Humanities and Gymnasium/Aquatics Buildings, but it is the intent to list all possible systems and later eliminate what is not needed.*
4. Has the submittal process reach "approved" status for all systems to be commissioned with project status at 30%?
When the contract is awarded to a Commissioning Agent, the submittal process should be completed and all submittals approved.

5. The specifications for the Humanities Building were not provided, but the specification for the Aquatics Facility shows that there are no commissioning specification sections in that book. Are the contractors under contract to perform commissioning activities per the scope of work (i.e. "functional performance tests performed by installing contractors")?

Yes, the contractors are under contract to perform commissioning activities. Besides the whole building commissioning, the Humanities Building is also undergoing LEED certification under a separate agreement with the District.

6. Is there a formal scoring criteria for selection of commissioning agent?

DISTRICT and College staff will evaluate all Statement of Qualifications (SOQ) received and recommend for award the SOQ that best serves the interest of the DISTRICT and the college. The evaluation process will include, but will not be limited to, consideration of the following criteria:

- 1. The thoroughness of the firm in responding to this SOQ.***
- 2. The recent documented experience of the firm in successfully conducting and executing whole building commissioning projects as best described in this Request for Qualifications.***
- 3. The quality of the attached work product including the Commissioning plan, Commissioning specifications and functional test procedure form that was executed. In addition, evaluate the quality of the sample deliverables including trip reports, outstanding item lists, and final commissioning report.***

The DISTRICT, after reviewing all proposals, may select a limited number of finalists for interview by a selection committee. It is the District intent to complete this process and award a contract by the February Board Meeting.

7. Please advise if fees need to be separate for the Humanities Building and the Gymnasium.
Yes, submit separate fee sheets for each building.

8. Scope item 11: indicated to inspect 100% of the equipment unless otherwise specified. Please confirm that this is desired.

It is the District's expectation that 100% of the equipment will be inspected.

9. Scope item 14: stand-alone data-logging, if required, will likely also include meters and sensors. Our firm uses in-house and rental equipment for these purposes, of which the need and associated costs are difficult to determine at this time. Should we include an allowance for such equipment, or exclude metering equipment costs for the proposal and deal with each situation as it arises?
Indicate this costs under the line item "Other" and label as equipment rental cost.

10. Please confirm systems to be commissioned include vertical transportation. Our firm will use a partner company for the scope is required.

This is permissible.

11. Please confirm expectations for Building Envelope commissioning. Typically visual inspection and thermography in this climate.

This is acceptable.

12. Would RSCCD like the commissioning team to include other services, i.e. blower door testing?
The blower door testing may already be included in the LEED Certification. But include the blower door testing under "Other".
13. How many firms were the RFQ issued?
Nine firms were sent the RFQs.
14. Does the District have a timeline for issuing addendum with these answers?
Addendum #1 will be issued by Friday, December 30, 2011.
15. What criteria will the District use in its selection? What consideration will be given to respondent qualification vs. price?
See Question #6. District will be considering both respondent's qualification and price.
16. As to the 30-page limit for the submittal, can I assume that detailed staff resumes and the requested sample work products/deliverables do not count toward the total?
See Question #1.
17. For the pricing, does the District want one combined price for the two projects (Humanities and Aquatic/Gym)? Or a separate price breakdown for each?
See Question #7.
18. In Section 8 "Required SOQ Format and Content", work samples are requested in two separate places. The instructions for Tab 2 indicate that a sample commissioning plan, commissioning specifications, and completed FPT form should be provided as an "attachment". The instructions for Tab 4 again ask for sample field reports, issues lists, and a final Cx report. Please clarify what sample documents should be provided and in what section(s) of the proposal.
See Question #1.
19. Please clarify what the District would like to see as a sample of a "final Cx report". These documents are often several hundred pages in length (inclusive of all completed test forms, field reports, etc.); would the executive summary suffice?
It is essential that a submittal include the highlights and most critical parts to a commissioning project which may include samples of test forms, field reports, etc. If the executive summary best encapsulates your firm's overall management of the Commissioning project and explains your firm's documentation process, then it will be acceptable.

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Bid #1186 – Purchase of DuraVertical 635 eco Mori Seiki Vertical Machining Center (or equal)	
Action:	Request for Approval	

BACKGROUND

The Manufacturing Technology Program at Santa Ana College received a CTEA (Career Technical Education Act/Carl Perkins IV Federal Grant) to purchase a Computer Numerically Controlled (CNC) vertical mill machine. This program is known throughout Southern California for its advanced instructional equipment and facilities. The vertical mill machine will replace an obsolete machine. The new machine is used by numerous machining companies throughout the region. Santa Ana College students will gain a competitive advantage in the job market through hands-on instruction in the use of this machine.

ANALYSIS

Bids were emailed to three vendors. Phone calls were made to make sure the bid was received and also to encourage bidding. We received one bid; two did not respond. Phone calls were placed to the two vendors who didn't respond asking why they didn't bid; one vendor said they didn't think their machines matched our specifications (even though the "or equal" wording was explained) and the other vendor expressed concern about being competitive against the machine we specified and was apprehensive about doing business with an educational institution.

Therefore, the low bidder meeting specifications is Ellison Technologies.

RECOMMENDATION

It is recommended that the Board of Trustees accept the bid and approve Bid #1186 – Purchase of DuraVertical 635 eco Mori Seiki Vertical Machining Center as presented.

Fiscal Impact:	\$94,578.80	Board Date: February 27, 2012
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Surplus Property	
Action:	Request for Approval	

BACKGROUND

The District has accumulated a considerable amount of surplus property, which requires an auction to dispose of this property. Legally, in order to dispose of District property, the Board must take action to declare the left over items as surplus prior to the auction. Since the existing contract with The Liquidation Company (TLC), the auctioneer that sells the District's surplus equipment has expired, it is necessary to seek Board approval for a new contract as well.

ANALYSIS

An open house was held on December 14, 2011 for district staff to select usable items for their divisions or departments. Later that morning, an open house was held for non-profit organizations and school districts to select from the remaining items. Two (2) school districts and one (1) non-profit agency attended the preview. Attached is a listing of all the surplus property as of February 13, 2012. This record will change as items continually move in and out of storage. Also, there are non-inventoried, miscellaneous items that are not listed but will be disposed at the sale.

Therefore, it is recommended that The Liquidation Company (TLC) auctions off the District's surplus property in accordance with the same terms and conditions of the previous contract. The auctioneer's commission fee is 35.00% of the gross sales which is competitive for off-site auctions. The fee from TLC includes advertising, transportation, labor and other related functions. Their performance and service have been very satisfactory. The advantages of using TLC are that they take the majority of our surplus property which is rare among auctioneers and they are licensed e-waste collectors. The term of this agreement is good for three years.

Following the auction, District staff shall discard any remaining surplus property. This is in accordance with Board Policy BP3405 and AR3405.

RECOMMENDATION

It is recommended that the Board of Trustees declare the attached list of equipment as surplus property and to utilize The Liquidation Company to conduct an auction as presented.

Fiscal Impact:	Revenue to be Determined	Board Date: February 27, 2012
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	



**10012 CITRUS AVENUE
FONTANA, CA 92335
888-700-0523**

AGREEMENT

This agreement dated the 28th day of February, 2012 in the County of San Bernardino, State of California, by and between **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** hereinafter referred to as **SELLER**, and **THE LIQUIDATION COMPANY** hereinafter referred to as **AUCTIONEER**.

This Agreement is to conduct an unreserved auction for the sale of all surplus property to the **SELLER'S** needs.

1. For all the services, which **AUCTIONEER** is obligated to perform under the terms of this Agreement, the **SELLER** shall pay to the **AUCTIONEER** a standard Seller's Fee of 35 percent of gross sales. **AUCTIONEER** shall provide a check made payable to **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT** of net proceeds of auction. The check shall be delivered to **SELLER** no later than thirty (30) working days after the sale and removal of sold items.
2. The duty of the **AUCTIONEER** shall be to serve as **AUCTIONEER** and to provide the necessary additional team members to solicit and receive bids on property offered for sale and to award said property to the highest qualified bidder. **AUCTIONEER** has a security bond on file with the State of California. **AUCTIONEER** is also licensed by the State of California Cal Recycle Program for the collection of electronic waste. **AUCTIONEER** shall perform all other duties in regards to such sales, including but not limited to advertising, telemarketing, cashiering, pick up surplus items, DMV paperwork, bookkeeping, clerking, set-up, tagging, inventorying, and other related functions.
3. **AUCTIONEER** shall be an independent contractor retained by the **SELLER** for the aforementioned purpose. Employees of the **AUCTIONEER** will not be considered for any reason to be employees of the **SELLER**.
4. It shall be the responsibility of the **AUCTIONEER** to obtain, at the **AUCTIONEER'S** expense, all required licenses and permits necessary to perform under this Agreement. **SELLER** warrants that they are the owner of and has merchantable title to the items of surplus property offered for sale as set forth in this agreement, and grants to the **AUCTIONEER** the right to convey a merchantable title to that property to the successful buyer at the auction. **SELLER** shall offer all board approved surplus property to **AUCTIONEER**, a listing of which shall be made an integral part of this Agreement.

5. The AUCTIONEER shall comply with all Federal, State, and County safety, environmental, and sanitation laws and regulations.
6. In the case of dispute, the laws of the State of California and the County of San Bernardino shall apply.
7. Non-discrimination in the performance of the terms of this Agreement: AUCTIONEER agrees that he will not engage in or permit subcontractors where applicable, as he may employ, from engaging in discrimination in employment of persons because of race, color, sex, religion, ancestry, or national origin.
8. AUCTIONEER shall have the right but not the obligation to charge buyers a "BUYERS PREMIUM" or surcharge not to exceed thirteen percent (13%), the full amount of which AUCTIONEER will be entitled.
9. AUCTIONEER shall provide SELLER with the selling price for each lot sold.
10. The term of this agreement shall be for a period of three years, commencing on February 28, 2012 and ending on February 28, 2015. The SELLER or AUCTIONEER has the right to terminate this agreement at any time in its sole discretion upon thirty (30) days prior written notice specifying the desired date of termination.

The parties hereto have executed this Agreement on 28th day of February, 2012.

BY: _____

BY: _____
Peter J. Hardash, Vice Chancellor of
Business Operation/Fiscal Services

DATE: _____
The Liquidation Company

DATE: _____
Rancho Santiago Community College District

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 Surplus Inventory at February 13, 2011

Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
308962	TE	PRINTER, COLOR DESKJET 2500CM	SG9C113088	5WARE	2271	SW	6/20/2000	12/13/2011	\$ 1,534.36
306132	EQ	LATHE MTL ACRATURN 1340 46 IN. BED 6 1/	6204	5WARE	0	SW	1/1/1986	1/10/2012	\$ 8,000.00
312671	TE	COMPUTER, DELL	2060N01	5WARE	2490	SW	6/18/2001	12/1/2011	\$ 1,512.71
313022	TE	MONITOR, PHILLIPS 150 P 15"	53454664	5WARE	2000	SW	6/11/2001	8/26/2011	\$ 749.22
313024	TE	COMPUTER, DELL GX200 PENTIUM	HJB3N01	5WARE	2490	SW	6/14/2001	10/26/2011	\$ 1,297.89
313397	TE	COMPUTER, DELL OPTIPLE GX150	H7Z2W01	5WARE	2370	SW	9/20/2001	9/26/2011	\$ 1,426.51
311798	TE	COMPUTER, DELL PENTIUM III	3KTSLO1	1HSS	0	SW	5/24/2001	9/1/2011	\$ 1,575.93
311871	TE	LAPTOP, LATITUDE, DELL TO BE	3YOOMO1	5WARE	2271	SW	5/29/2001	9/27/2011	\$ 2,385.37
313310	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313311	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
311757	TE	COMPUTERS, DELL DIMENSION	FKV8L01	5WARE	2250	SW	5/15/2001	12/1/2011	\$ 1,345.16
311130	TE	COMPUTER,DELL,OPTIPLEX GX200	4G3R601	5WARE	2000	SW	11/30/2000	10/31/2011	\$ 2,818.75
313793	TE	COMPUTER, DELL W/FP MONITOR 15	F4CJ711	5WARE	2593	SW	2/6/2002	10/27/2011	\$ 1,363.01
307515	TE	HP LASERJET 4 PLUS PRINTER	JPFH021782	5WARE	0	SW	9/1/1987	8/10/2011	\$ 1,200.00
313587	TE	SWITCH, CISCO, CATALYST	FAA0545L04Y	5WARE	2594	SW	12/13/2001	10/31/2011	\$ 3,221.77
315672	TE	COMPUTER, DELL	BVQ3361	5WARE	3012	SW	11/16/2004	10/13/2011	\$ 1,312.61
315677	TE	COMPUTER, DELL	2ZQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315531	TE	COMPUTER, DELL	CPQXM51	5WARE	7845	SW	9/15/2004	9/26/2011	\$ 1,032.71
315708	TE	COMPUTER, DELL	F1R3361	5WARE	3012	SW	11/16/2004	10/13/2011	\$ 1,312.61
315699	TE	COMPUTER, DELL	1WQ3361	5WARE	3012	SW	11/16/2004	10/13/2011	\$ 1,312.61
314699	TE	COMPUTER,	78VPO31	5WARE	2230	SW	7/1/2003	9/26/2011	\$ 1,551.20
315321	TE	COMPUTER, DELL	8SQM251	5WARE	2413	SW	6/17/2004	9/26/2011	\$ 1,982.63
315366	TE	LAPTOP, JASON PALMER	JCR8J41	5WARE	0	SW	11/13/2001	10/31/2011	\$ 2,918.63
316079	TE	COMPUTER, DELL	9R3TF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316085	TE	COMPUTER, DELL	BV3TF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 Surplus Inventory at February 13, 2011

Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
315803	TE	COMPUTER,	HB1W761	5WARE	2370	SW	12/16/2004	10/27/2011	\$ 1,172.62
315816	TE	COMPUTER,	GH1W761	5WARE	2370	SW	12/16/2004	10/27/2011	\$ 1,172.62
315858	TE	COMPUTER, DELL	2DHT761	5WARE	3012	SW	12/29/2004	10/13/2011	\$ 1,229.79
316709	TE	LAPTOP, JEREMY COLLINS	C976P71	5WARE	2490	SW	6/14/2005	2/13/2011	\$ 1,890.68
316180	TE	COMPUTER, DELL	D0KSF61	5WARE	3012	SW	1/13/2005	8/26/2011	\$ 1,385.09
315875	TE	COMPUTER, DELL	48RT761	5WARE	3012	SW	12/29/2004	8/26/2011	\$ 1,229.79
316032	TE	COMPUTER, DELL	195Y861	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
315885	TE	COMPUTER, DELL	1RPT761	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316206	TE	COMPUTER, DELL	8Q3TF61	5WARE	3012	SW	1/13/2005	10/13/2011	\$ 1,385.09
315891	TE	COMPUTER, DELL	CQPT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
313973	TE	COMPUTER, OPTIPLEX GX240	996LD11	5WARE	0	SW	4/16/2002	9/26/2011	\$ 1,630.27
314669	TE	SERVER	3J35T21	5WARE	2593	SW	6/3/2003	10/26/2011	\$ 4,037.93
314470	TE	COMPUTER, DELL GX 260T	FVG3321	5WARE	0	SW	11/26/2002	10/26/2011	\$ 1,308.71
313886	TE	COMPUTER, OPTIPLEX GX240	DBRT811	5WARE	0	SW	2/28/2002	10/28/2011	\$ 2,185.95
313908	TE	COMPUTER, DELL W/MONITOR	5984B11	5WARE	0	SW	3/15/2002	10/27/2011	\$ 1,872.75
314313	TE	COMPUTER, DELL PENTIUM 4	C4WBN11	5WARE	0	SW	7/16/2002	10/31/2011	\$ 1,754.19
316730	TE	COMPUTER,	3008Q71	5WARE	2490	SW	6/20/2005	8/26/2011	\$ 1,459.81
316884	TE	COMPUTER	FQH3L81	5WARE	2370	SW	10/5/2005	9/27/2011	\$ 2,686.08
316946	TE	COMPUTER,	1Y9TV81	1SD	2593	SW	11/21/2005	9/27/2011	\$ 1,192.17
316488	TE	LAPTOP, JASON PALMER	J516V61	5ITS	0	OEC	3/1/2005	12/3/2011	\$ 4,665.97
316506	TE	COMPUTER,	G8RBY61	5WARE	2000	SW	3/11/2005	10/27/2011	\$ 1,370.99
316992	TE	COMPUTER DELL	72FJ391	5WARE	0	SW	1/4/2006	10/26/2011	\$ 1,862.62
316993	TE	COMPUTER DELL	H1FJ391	5WARE	0	SW	1/4/2006	10/31/2011	\$ 1,862.62
316836	TE	COMPUTER	UZNCQ81	5WARE	2370	SW	9/1/2005	9/27/2011	\$ 2,686.08
316534	TE	COMPUTER, APPLE	W85043M9PP6	5WARE	0	SW	3/31/2005	10/31/2011	\$ 1,299.92

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 Surplus Inventory at February 13, 2011

Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
317955	TE	COMPUTER		5WARE	3020	SW	5/1/2006	9/26/2011	\$ 5,553.23
317510	TE	COMPUTER	BJ574B1	5WARE	3020	SW	6/11/2006	9/26/2011	\$ 3,838.23
F31436	EQ	TABLE, 18X84		5WARE	1102	SW	7/31/2001	2/7/2012	\$ 201.48
F31741	TE	COMPUTER, DELL GX PENTIUM	1C7OF11	5WARE	1670	SW	5/13/2002	9/26/2011	\$ 1,615.15
F32054	TE	COMPUTER, DELL OPTIPLEX	57XBR11	5WARE	1000	SW	8/13/2002	10/4/2011	\$ 1,734.07
F32055	TE	COMPUTER, DELL OPTIPLEX	77XBR11	5WARE	1000	SW	8/13/2002	10/4/2011	\$ 1,734.07
F31796	EQ	BOOKCASE, THREE SHELF		5WARE	1102	SW	5/6/2002	2/7/2012	\$ 234.31
F33292	TE	COMPUTER,	J52WZ61	5WARE	1805	SW	3/22/2005	9/26/2011	\$ 3,240.44
F33132	TE	COMPUTER	7J1LR61	5WARE	1801	SW	2/2/2005	10/26/2011	\$ 1,295.39
F33051	TE	COMPUTER,	YM4396TCRRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F32324	TE	PRINTER,	SMY2BMR10BJ	21AES	1101	SW	6/2/2003	8/26/2011	\$ 796.37
316575	TE	COMPUTER,	7LDZ871	5WARE	0	SW	4/26/2005	10/27/2011	\$ 2,197.21
313482	TE	LAPTOP, RAY MAA	CJ2YZ01	5WARE	0	SW	11/13/2001	10/31/2011	\$ 2,918.63
303384	TE	WORKSTATION,PENTIUM II	S0101807	5WARE	0	SW	6/21/1999	11/30/2011	\$ 1,992.30
313506	TE	SWITCH, CISCO, CATALYST	FAB0546W239	5WARE	2594	SW	12/12/2001	10/31/2011	\$ 3,221.78
312673	TE	COMPUTER, DELL	3250N01	5WARE	2490	SW	6/12/2001	12/1/2011	\$ 1,512.71
312726	TE	COMPUTER DELL, MINI TOWER	4RZMNO1	5WARE	2490	SW	6/21/2001	12/1/2011	\$ 1,629.89
313298	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313299	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313302	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313304	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313315	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
311717	TE	COMPUTER, PENTIUM III	4V5PK01	5WARE	2370	SW	5/8/2001	9/26/2011	\$ 2,118.57
313603	TE	SWITCH, CISCO,CATALYST	FAA0548Y07W	5WARE	2594	SW	12/13/2001	10/31/2011	\$ 2,576.78
313611	TE	COMPUTER DELL, OTIPLEX GX	5HY3311	5WARE	0	SW	12/19/2001	8/10/2011	\$ 1,350.18

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Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
313614	TE	COMPUTER DELL, OTIPLX GX	2FY3311	5WARE	0	SW	12/19/2001	9/26/2011	\$ 1,350.18
313564	TE	COMPUTER, IBM 228350U	8694A	5WARE	2370	SW	12/5/2001	10/26/2011	\$ 1,498.50
315579	TE	COMPUTER, DELL	4NHTQ51	5WARE	0	SW	9/28/2004	10/26/2011	\$ 1,599.14
315776	TE	COMPUTER,	FS4G561	5WARE	0	SW	12/9/2004	10/28/2011	\$ 1,186.78
315612	TE	LAPTOP, YARBOROUGH	7TVKS51	5WARE	0	SW	10/13/2004	10/31/2011	\$ 2,170.08
315669	TE	COMPUTER, DELL	FL9W261	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
315681	TE	COMPUTER, DELL	HVQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315703	TE	COMPUTER, DELL	FYQ3361	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
315189	TE	COMPUTER, DELL	813NT41	5WARE	0	SW	5/10/2004	9/26/2011	\$ 1,181.33
314881	TE	COMPUTER	JCT3M31	5WARE	0	SW	10/9/2003	9/26/2011	\$ 1,780.07
314885	TE	COMPUTER	BLN31	5WARE	0	SW	10/23/2003	11/30/2011	\$ 1,467.53
314678	TE	COMPUTER	HTZPW21	5WARE	3000	SW	6/12/2003	10/31/2011	\$ 1,610.01
315343	TE	COMPUTER, DELL	F2DS251	5WARE	0	SW	6/21/2004	10/26/2011	\$ 1,519.80
316391	TE	COMPUTER,	HYSKP61	5WARE	2270	SW	1/31/2005	10/28/2011	\$ 1,544.32
316240	TE	COMPUTER, DELL	9YQSF61	5WARE	3012	SW	1/13/2005	8/26/2011	\$ 1,385.09
316084	TE	COMPUTER, DELL	DFSSF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316443	TE	COMPUTER,	FWQFS61	5WARE	3450	SW	2/11/2005	10/26/2011	\$ 1,200.01
316288	TE	COMPUTER,	B39KK61	5WARE	0	SW	1/18/2005	10/27/2011	\$ 1,453.74
316159	TE	COMPUTER, DELL	JTQSF61	5WARE	3012	SW	1/13/2005	8/26/2011	\$ 1,385.09
316166	TE	COMPUTER, DELL	17KSF61	5WARE	3012	SW	1/13/2005	10/13/2011	\$ 1,385.09
315860	TE	COMPUTER, DELL	23JT761	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316191	TE	COMPUTER, DELL	G8KSF61	5WARE	3012	SW	1/13/2005	10/13/2011	\$ 1,385.09
315880	TE	COMPUTER, DELL	5SPT761	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
315887	TE	COMPUTER, DELL	FPPT761	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
315893	TE	COMPUTER, DELL	BQPT761	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79

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314629	TE	COMPUTER	6N6YM21	5WARE	0	SW	4/8/2003	10/27/2011	\$ 2,341.39
314223	TE	COMPUTER, DELL OPTIPLEX	6CHYJ11	5WARE	2490	SW	6/5/2002	10/4/2011	\$ 1,267.12
314471	TE	COMPUTER, DELL GX 260T	CVG3321	5ITS	0	SW	11/26/2002	9/22/2011	\$ 1,308.71
313925	TE	COMPUTER, DELL TOWER WITH	7M31C11	5WARE	0	SW	3/26/2002	9/22/2011	\$ 2,198.15
314141	TE	CATALYST CISCO,	CHK0620W0G7	5WARE	2594	SW	6/5/2002	10/31/2011	\$ 2,582.77
316715	TE	Laptop,	5C76P71	5WARE	2490	SW	6/14/2005	10/13/2011	\$ 1,890.68
316874	TE	COMPUTERS,	FSTKJ81	5WARE	0	SW	8/29/2005	12/2/2011	\$ 1,252.61
316901	TE	COMPUTER,	BLZRM81	5WARE	0	SW	10/18/2005	10/26/2011	\$ 1,447.14
318759	TE	COMPUTER,	F585QC1	5WARE	2411	SW	3/27/2007	10/26/2011	\$ 1,540.20
F31310	TE	DELL DIMENSION 4100 SERIES	HK7DMO1	5WARE	1101	SW	6/5/2001	12/1/2011	\$ 1,443.38
F31312	TE	DELL DIMENSION 4100 SERIES	JJ7DMO1	5WARE	1101	SW	6/5/2001	12/1/2011	\$ 1,443.38
F301848	TE	BASIC USM MICROCOMPUTER SYSTEM 80486DX L	8.9393E+11	5WARE	0	SW	12/1/1993	9/1/2011	\$ 1,232.00
F32245	TE	ROUTER	FHK065X1KJ	5WARE	1830	SW	2/5/2003	10/31/2011	\$ 2,942.20
F31919	TE	COPMPUTER, OPTIPLEX GX 240	6LVYJ11	5WARE	1101	SW	6/5/2002	10/4/2011	\$ 1,692.73
F31923	TE	COPMPUTER, OPTIPLEX GX 240	7XVYJ11	5WARE	1101	SW	6/5/2002	10/4/2011	\$ 1,692.73
F31795	EQ	BOOKCASE, THREE SHELF		5WARE	1102	SW	5/6/2002	2/7/2012	\$ 234.31
F31797	EQ	BOOKCASE, THREE SHELF		5WARE	1102	SW	5/6/2002	2/7/2012	\$ 234.31
F32004	EQ	TOWER-PLEION ST-C-36,		5WARE	1102	SW	6/24/2002	12/5/2011	\$ 862.20
F33067	TE	COMPUTER,	YM4396UARRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F33070	TE	COMPUTER,	YM4396T8RRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F33073	TE	COMPUTER,	YM4396TXRRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F33110	EQ	SHREDDER,	38485	5WARE	1102	SW	12/10/2004	10/26/2011	\$ 2,047.24
F32640	TE	COMPUTER, DELL	9PGKG41	5WARE	1801	SW	3/9/2004	9/26/2011	\$ 1,691.68
F32683	TE	COMPUTER, DELL	22VDQ41	5WARE	1801	SW	4/23/2004	10/28/2011	\$ 1,142.82
F32525	TE	COMPUTER	8GRTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34

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Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
315856	TE	COMPUTER, DELL	3FHT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
315886	TE	COMPUTER, DELL	3SPT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
316056	TE	COMPUTER, DELL	JQ3TF61	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
315216	TE	COMPUTER, DELL	HLPLR41	5WARE	2591	SW	5/3/2004	9/22/2011	\$ 1,864.52
314677	TE	COMPUTER	DFNTV21	5WARE	3000	SW	6/12/2003	10/27/2011	\$ 1,222.95
317941	TE	COMPUTER		5WARE	3020	SW	5/1/2006	9/26/2011	\$ 5,553.23
27416	TE	COMPUTER,LAPTOP,DELL,CPI266	ZXRMV	5WARE	0	SW	4/14/1999	9/27/2011	\$ 3,905.89
301961	TE	PRINTER, HP	JPBXO13392	5WARE	0	SW	11/1/1993	8/10/2011	\$ 1,336.00
305049	TE	COMPUTER,DESKTOP,DELL P6350	1B3DU	5WARE	0	SW	3/31/1999	11/30/2011	\$ 1,878.08
306164	TE	COMPUTER,MINITOWER,DELL	1340U	5WARE	0	SW	3/25/1999	9/26/2011	\$ 1,965.36
313504	TE	SWITCH, CISCO, CATALYST	FAB0546U2H6	5WARE	2594	SW	12/12/2001	11/21/2011	\$ 3,221.78
313345	EQ	WORKSTATION, RECEPTION AREA		5WARE	2490	SW	9/4/2001	2/7/2012	\$ 6,897.60
313346	EQ	WORKSTATION, U SHAPED		5WARE	2490	SW	9/4/2001	2/7/2012	\$ 2,210.94
313612	TE	COMPUTER DELL, OTIPLX GX	5DY3311	5WARE	0	SW	12/19/2001	8/10/2011	\$ 1,350.18
315580	TE	COMPUTER, DELL	JMHTQ51	5WARE	0	SW	9/28/2004	10/26/2011	\$ 1,599.14
314417	TE	COMPUTER, IBM NETVISTA X41	AM891VX	5WARE	2000	SW	9/27/2002	10/26/2011	\$ 2,086.14
313918	TE	CATALYST HUB, 3548 XL	FAB0605P2NY	5WARE	2594	SW	3/7/2002	10/31/2011	\$ 3,835.00
315668	TE	COMPUTER, DELL	6M9W261	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315679	TE	COMPUTER, DELL	4ZQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315682	TE	COMPUTER, DELL	6ZQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315686	TE	COMPUTER, DELL	22R3361	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
314749	TE	SWITCH, 24 PORT	CSG0727P0B8	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 2,900.91
314750	TE	SWITCH, 24 PORT	CSG0727P09G	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 2,900.91
315704	TE	COMPUTER, DELL	CWQ3361	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
314814	TE	SWITCH, 24 PORT	CAT0733Y0XG	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 2,822.15

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Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
314898	TE	COMPUTER	HX9RS31	5WARE	0	SW	11/18/2003	10/26/2011	\$ 1,772.48
315289	TE	COMPUTER,	6NMC051	5WARE	2230	SW	6/11/2004	9/26/2011	\$ 2,187.76
315175	TE	COMPUTER, DELL	1GPLR41	5WARE	0	SW	5/4/2004	10/28/2011	\$ 1,845.20
315913	TE	COMPUTER, DELL	955Y861	5WARE	3012	SW	12/29/2004	8/26/2011	\$ 1,229.79
315915	TE	COMPUTER, DELL	455Y861	5WARE	3012	SW	12/29/2004	8/26/2011	\$ 1,229.79
315917	TE	COMPUTER, DELL	2B5Y861	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316070	TE	COMPUTER, DELL	95JT761	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316077	TE	COMPUTER, DELL	DT3TF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316083	TE	COMPUTER, DELL	5V3TF61	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
315854	TE	COMPUTER, DELL	3DHT761	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316190	TE	COMPUTER, DELL	94KSF61	5WARE	3012	SW	1/13/2005	8/26/2011	\$ 1,385.09
315879	TE	COMPUTER, DELL	2TPT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
315881	TE	COMPUTER, DELL	GQPT761	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
315888	TE	COMPUTER, DELL	HQPT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
314575	TE	COMPUTER,	55MGD21	5WARE	2591	SW	2/13/2003	9/26/2011	\$ 1,962.11
314165	TE	CATALYST, WS-C3508G-XL-EN	CHK0620V005	5WARE	2370	SW	6/5/2002	10/31/2011	\$ 3,229.27
314627	TE	COMPUTER	3N6YM21	5WARE	0	SW	4/8/2003	10/26/2011	\$ 2,341.39
314179	TE	COMPUTER, DELL 8200 SERIES	B1YCJ11	5WARE	2413	SW	6/3/2002	9/26/2011	\$ 1,938.17
314225	TE	COMPUTER, DELL OPTIPLEX	H8HYJ11	5WARE	2490	SW	6/5/2002	10/4/2011	\$ 1,267.12
314275	TE	COMPUTER, DELL OPTIPLEX	DL8RL11	1BUS	2370	SW	6/14/2002	9/1/2011	\$ 1,904.89
313907	TE	COMPUTER, DELL OPTILEX	HZ34B11	5WARE	0	SW	3/15/2002	10/26/2011	\$ 2,037.55
313944	TE	COMPUTER, DELL OPTIPLEX	1V57C11	5WARE	0	SW	3/29/2002	9/26/2011	\$ 1,355.50
316714	TE	Laptop	C776P71	5WARE	2490	SW	6/14/2005	10/13/2011	\$ 1,890.68
316718	TE	Laptop,		5WARE	2490	SW	6/14/2005	10/13/2011	\$ 1,890.68
316489	TE	LAPTOP, DAVID HEIDT	B716V61	5WARE	0	SW	3/1/2005	10/31/2011	\$ 4,665.97

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316491	TE	LAPTOP, DAVID QUINN	7816V61	5WARE	0	SW	3/1/2005	10/31/2011	\$ 4,665.97
316817	TE	COMPUTER,	FZK4981	5WARE	0	SW	8/29/2005	9/27/2011	\$ 1,562.98
316994	TE	COMPUTER DELL	22FJ391	5WARE	0	SW	1/4/2006	10/26/2011	\$ 1,862.62
318293	TE	COMPUTER,	9201XB1	5WARE	0	SW	10/5/2006	8/11/2011	\$ 1,265.62
F31450	EQ	TABLE, 18X84		5WARE	1102	SW	7/31/2001	2/7/2012	\$ 201.48
F31356	TE	COMPUTER DELL DIMENSION MINI	20DPNO1	5WARE	1100	SW	6/25/2001	12/1/2011	\$ 1,439.60
F31556	TE	SWITCHBOX, CATALYST 3548 X2	FAB0603POZ1	5WARE	1670	SW	2/14/2002	10/31/2011	\$ 4,327.94
F32243	TE	ROUTER	FHK065X1KY	5WARE	1830	SW	2/5/2003	10/31/2011	\$ 2,942.20
F31818	TE	SERVER, DELL POWER EDGE	JXRWJ11	5WARE	1670	SW	6/14/2002	10/31/2011	\$ 8,638.99
F31819	EQ	SERVER, DELL POWER EDGE	2YRWJ11	5WARE	1670	SW	6/14/2002	10/31/2011	\$ 8,638.99
F32166	TE	COMPUTER, DELL C840 LATITUDE	20PX121	5WARE	1803	SW	11/15/2002	9/27/2011	\$ 2,142.07
F33138	TE	COMPUTER,	162WZ61	5WARE	1805	SW	3/22/2005	9/26/2011	\$ 3,240.44
F33050	TE	COMPUTER,	YM4396EMRRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F33729	TE	COMPUTER, DELL	BGOLV91	5WARE	1103	SW	4/27/2006	9/1/2011	\$ 1,230.04
F32522	TE	COMPUTER	8HRTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F32527	TE	COMPUTER	HFRTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F32613	EQ	CABINET STORAGE		5WARE	1102	SW	7/21/2003	12/5/2011	\$ 257.85
316658	TE	COMPUTER,	BZG9K71	5WARE	2370	SW	5/25/2005	10/27/2011	\$ 1,251.23
316667	TE	COMPUTER,	5Z06L71	5WARE	2550	SW	6/2/2005	9/26/2011	\$ 3,016.35
312660	TE	COMPUTER, DELL DIMENSION	72ZXMO1	5WARE	0	SW	6/18/2001	10/26/2011	\$ 1,928.10
313303	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
301604	TE	COMPUTER,MINITOWER,DELL	OZ14K	5WARE	0	SW	6/22/1999	9/1/2011	\$ 1,995.93
303388	TE	COMPUTER,DESKTOP,DELL P6350	12R5Y	5WARE	0	SW	6/22/1999	11/30/2011	\$ 1,968.59
304657	TE	PRINTER, HP LASERJET	JPGK204596	5WARE	0	SW	12/1/1995	8/11/2011	\$ 1,888.00
312672	TE	COMPUTER, DELL	5260N01	5WARE	2490	SW	6/12/2001	12/1/2011	\$ 1,512.71

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312675	TE	COMPUTER, DELL	8250N01	5WARE	2490	SW	6/18/2001	12/1/2011	\$ 1,512.71
313306	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313317	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
311371	TE	COMPUTER, APPLE MACINTOSH	XB1112COKXS	5WARE	2000	SW	3/19/2001	9/14/2011	\$ 2,630.53
311385	TE	COMPUTER, DELL, GX200 MINI	CK4MG01	5WARE	2000	SW	3/23/2001	9/26/2011	\$ 1,768.35
313792	TE	COMPUTER, DELL W/FP MONITOR 15	B3CJ711	5WARE	2593	SW	2/6/2002	10/27/2011	\$ 1,363.01
315613	TE	LAPTOP, CHASE	9VVK551	5WARE	0	SW	10/13/2004	10/31/2011	\$ 2,170.08
315661	TE	COMPUTER, DELL	7L9W261	5WARE	3012	SW	11/16/2004	9/26/2011	\$ 1,312.61
315673	TE	COMPUTER, DELL	CZQ3361	5FACL	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315678	TE	COMPUTER, DELL	4WQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315697	TE	COMPUTER, DELL	HXQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315701	TE	COMPUTER, DELL	2VQ3361	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
315711	TE	COMPUTER, DELL	50R3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315713	TE	COMPUTER, DELL	51R3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315717	TE	COMPUTER, DELL	H1R3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
314800	TE	SWITCH, 24 PORT	CAT0733Y0R4	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 2,822.15
315027	TE	COMPUTER, DELL	FW5YF41	5WARE	3330	SW	3/4/2004	10/28/2011	\$ 1,744.91
315047	TE	COMPUTER,	D31RM41	5WARE	0	SW	4/2/2004	10/28/2011	\$ 1,434.78
314886	TE	COMPUTER	6LLNN31	5WARE	0	SW	10/23/2003	10/28/2011	\$ 1,467.53
314766	TE	SWITCH, 24 PORT	CSG0727POBL	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 2,729.81
314770	TE	SWITCH, EDGE SWITCH	CSG0727POKN	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 3,445.81
315909	TE	COMPUTER, DELL	145Y861	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316063	TE	COMPUTER, DELL	CN3TF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
315912	TE	COMPUTER, DELL	665Y861	5WARE	3012	SW	12/29/2004	8/26/2011	\$ 1,229.79
315914	TE	COMPUTER, DELL	255Y861	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79

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Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
316078	TE	COMPUTER, DELL	9T3TF61	5WARE	3012	SW	12/29/2004	8/26/2011	\$ 1,229.79
316249	TE	COMPUTER,	H830G61	5WARE	2593	SW	1/6/2005	9/26/2011	\$ 1,210.95
316254	TE	COMPUTER,	3C30G61	5WARE	2593	SW	1/6/2005	9/26/2011	\$ 1,210.95
316115	TE	COMPUTER, DELL	57SSF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316117	TE	COMPUTER, DELL	GS3TF61	5WARE	3012	SW	12/29/2004	10/13/2011	\$ 1,229.79
316290	TE	COMPUTER,	539KK61	5WARE	0	SW	1/18/2005	10/26/2011	\$ 1,453.74
315851	TE	COMPUTER, DELL	93JT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
315862	TE	COMPUTER, DELL	62JT761	5WARE	3012	SW	12/29/2004	10/13/2011	\$ 1,229.79
315863	TE	COMPUTER, DELL	65JT761	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
315872	TE	COMPUTER, DELL	FXQT761	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
315890	TE	COMPUTER, DELL	JSPT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
315892	TE	COMPUTER, DELL	BSPT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
316052	TE	COMPUTER, DELL	HN3TF61	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
314332	TE	COMPUTER, DELL OPTIPLEX	JRWZP11	5WARE	0	SW	8/1/2002	10/26/2011	\$ 1,798.35
313976	TE	LAPTOP, KATE JESSE	52PLD11	5WARE	0	SW	4/17/2002	10/31/2011	\$ 3,339.71
313863	TE	COMPUTER, DELL W/FP MONITOR 15	56GJ711	5WARE	2593	SW	2/6/2002	10/26/2011	\$ 1,363.01
314076	TE	COMPUTER, DELL OPTIPLEX	9NNCH11	5WARE	2000	SW	5/20/2002	8/10/2011	\$ 2,682.98
317102	TE	COMPUTER,	HHC5S91	5WARE	0	SW	4/13/2006	10/28/2011	\$ 1,391.10
316504	TE	COMPUTER,	4LD5Y61	5WARE	2490	SW	3/11/2005	10/26/2011	\$ 1,462.70
316987	TE	COMPUTER DELL	42FJ391	5WARE	0	SW	1/4/2006	10/27/2011	\$ 1,862.62
316990	TE	COMPUTER DELL	C1FJ391	5WARE	0	SW	1/4/2006	10/28/2011	\$ 1,862.62
316991	TE	COMPUTER DELL	G1FJ391	5WARE	0	SW	1/4/2006	10/28/2011	\$ 1,862.62
316843	TE	COMPUTER,	GG1W761	5WARE	2370	SW	12/16/2004	10/27/2011	\$ 1,172.62
F31315	TE	DELL DIMENSION 4100 SERIES	FJ7DMO1	5WARE	1101	SW	6/5/2001	12/1/2011	\$ 1,443.38
319600	TE	COMPUTER, DELL	2HQ95D1	5WARE	2190	SW	6/21/2007	9/27/2011	\$ 1,161.54

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Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
F32020	TE	HP BUSINESS INKJET 2280TN	MY24NF14HX	5WARE	1102	SW	7/10/2002	8/26/2011	\$ 904.60
F32053	TE	COMPUTER, DELL OPTIPLEX	87XBR11	5WARE	1000	SW	8/13/2002	10/4/2011	\$ 1,734.07
F31921	TE	COMPUTER, OPTIPLEX GX 240	4LVYJ11	5WARE	1101	SW	6/5/2002	10/4/2011	\$ 1,692.73
F31798	EQ	FILE CABINET, 2 DRAWER LATERAL		5WARE	1102	SW	5/6/2002	12/5/2011	\$ 420.23
F31932	TE	COMPUTER, OPTIPLEX GX 240	5VVYJ11	5WARE	1101	SW	6/5/2002	10/4/2011	\$ 1,692.73
F31933	TE	COMPUTER, OPTIPLEX, GX240	GQC7K11	5WARE	1105	SW	6/12/2002	10/4/2011	\$ 1,629.16
F31936	TE	COMPUTER, OPTIPLEX, GX240	4RC7K11	5WARE	1105	SW	6/12/2002	10/4/2011	\$ 1,629.16
F33131	TE	COMPUTER	821KP61	5WARE	1801	SW	1/31/2005	11/30/2011	\$ 1,303.43
F33266	TE	COMPUTER,	25V8K71	5WARE	1103	SW	5/25/2005	9/27/2011	\$ 1,279.66
F32689	TE	PRINTER, HP LASERJET 3380	SCNBM018785	5WARE	1590	SW	4/28/2004	8/10/2011	\$ 827.68
F32533	TE	COMPUTER	JGRTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
316523	TE	COMPUTER	1VGVZ61	5WARE	2550	SW	3/23/2005	10/27/2011	\$ 1,549.13
312859	TE	COMPUTER DELL INSPIRON 8100	8346111	5WARE	2000	SW	11/27/2001	8/26/2011	\$ 2,177.97
313556	TE	COMPUTER, IBM 228350U	8696B	5WARE	2370	SW	12/5/2001	10/17/2011	\$ 1,498.50
312677	TE	COMPUTER, DELL	H060N04	5WARE	2490	SW	6/18/2001	12/1/2011	\$ 1,512.71
313295	TE	SERVER, DELL POWERAPP	45MZQ01	5WARE	0	SW	7/27/2001	10/31/2011	\$ 5,077.64
313308	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313476	TE	LAPTOP, RANDY SIMON SPARE	4N2YZ01	5WARE	0	SW	11/13/2001	10/31/2011	\$ 2,918.63
309626	TE	LAPTOP,DELL,INSPIRON 7500	Y9X6J	5WARE	0	SW	8/30/2000	10/31/2011	\$ 3,875.78
306423	TE	HP LASER 4000 TN PRINTER PN# C4121A	71568	5WARE	2412	SW	3/1/1998	11/30/2011	\$ 1,527.00
306314	TE	HP LASER JET 4M PLUS PRINTER	JPGK098390	5WARE	0	SW	3/1/1995	10/26/2011	\$ 1,895.00
314832	TE	SWITCH, 24 PORT	CAT0733YOMD	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 2,822.15
315784	TE	COMPUTER,	6J1W761	5WARE	2370	SW	12/16/2004	10/27/2011	\$ 1,172.62
315619	TE	Laptop	20GHV51	5WARE	2490	SW	10/22/2004	10/13/2011	\$ 2,949.35
315663	TE	COMPUTER, DELL	5L9W261	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61

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Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
315683	TE	COMPUTER, DELL	FWQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315691	TE	COMPUTER,	2YQ3361	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
315706	TE	COMPUTER, DELL	CYQ3361	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
314803	TE	SWITCH, 24 PORT	CAT0733Y1F6	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 2,946.05
315201	TE	COMPUTER, DELL	36DVV41	5WARE	2370	SW	5/11/2004	10/27/2011	\$ 1,213.05
314819	TE	SWITCH, 24 PORT	CAT0733R0J6	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 2,651.05
314873	TE	PRINTER	SCNGHC2095	5WARE	2270	SW	9/23/2003	11/14/2011	\$ 1,275.74
314875	TE	WORKCENTRE	PDE110506	5WARE	2490	SW	9/30/2003	9/1/2011	\$ 1,508.50
314939	TE	COMPUTER	4MHZ441	5WARE	2271	SW	1/20/2004	10/27/2011	\$ 1,832.17
314771	TE	SWITCH, EDGE SWITCH	CSG0726POJT	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 3,445.81
315920	TE	COMPUTER, DELL	445Y861	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316081	TE	COMPUTER, DELL	97SSF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316255	TE	COMPUTER,	5B30G61	5WARE	2593	SW	1/6/2005	9/26/2011	\$ 1,210.95
316442	TE	COMPUTERS,	16ZLP61	5WARE	2370	SW	1/27/2005	10/26/2011	\$ 1,272.18
316128	TE	COMPUTER, DELL	1WQSF61	5WARE	3012	SW	12/29/2004	8/26/2011	\$ 1,229.79
315990	TE	COMPUTER, DELL	BNPT761	5WARE	3012	SW	12/29/2004	10/11/2011	\$ 1,229.79
316169	TE	COMPUTER, DELL	81KSF61	5WARE	3012	SW	1/13/2005	10/11/2011	\$ 1,385.09
315861	TE	COMPUTER, DELL	6DHT761	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
315868	TE	COMPUTER, DELL	1ZQT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
316029	TE	COMPUTER, DELL	6C5Y861	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
315870	TE	COMPUTER, DELL	HXQT761	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
315874	TE	COMPUTER, DELL	5ZQT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
315884	TE	COMPUTER, DELL	7QPT761	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
316055	TE	COMPUTER, DELL	9N3TF61	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
313951	TE	COMPUTER, LATITUDE C610	9X37C11	5WARE	2250	SW	4/1/2002	9/27/2011	\$ 2,388.08

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Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
314145	TE	CATALYST CISCO,	CHK0620W0EO	5WARE	2594	SW	6/5/2002	10/31/2011	\$ 2,582.77
314161	TE	CATALYST, WS-C3508G-XL-EN	CHK0619V159	5WARE	2370	SW	6/5/2002	10/31/2011	\$ 3,229.27
314163	TE	CATALYST, WS-C3508G-XL-EN	CHK0619V16Q	5WARE	2370	SW	6/5/2002	10/31/2011	\$ 3,229.27
314404	TE	COMPUTER, DELL W/19" MONITOR	41SKW11	5WARE	0	SW	9/23/2002	10/28/2011	\$ 1,798.35
314230	TE	COMPUTER, DELL OPTIPLEX	JMJFK11	5WARE	0	SW	6/13/2002	9/26/2011	\$ 1,824.21
314469	TE	COMPUTER, DELL GX 260T	2WG3321	5WARE	0	SW	11/25/2002	10/26/2011	\$ 1,308.71
314505	TE	COMPUTER	5DVT521	5WARE	0	SW	12/30/2002	9/26/2011	\$ 2,341.38
313905	TE	COMPUTER, DELL W/MONITOR	CZD4B11	5WARE	0	SW	3/15/2002	9/26/2011	\$ 1,531.83
316565	TE	COMPUTER,	5LDZ871	5WARE	0	SW	4/20/2005	10/27/2011	\$ 1,955.42
316569	TE	LAPTOP, LYNN MENINGER	5F3B971	5WARE	0	SW	4/25/2005	10/31/2011	\$ 4,107.94
316570	TE	LAPTOP, KATE JESSE	1D3B971	5WARE	0	SW	4/25/2005	10/31/2011	\$ 4,107.94
316599	TE	COMPUTER,	BJHFB71	5WARE	0	SW	4/28/2005	8/26/2011	\$ 1,820.12
316920	TE	COMPUTER	JLKKP81	5WARE	0	SW	10/25/2005	10/31/2011	\$ 1,459.10
316779	TE	COMPUTER, DELL	9XQSF61	5WARE	3012	SW	12/29/2004	8/26/2011	\$ 1,229.79
316997	TE	COMPUTER,	1STV591	5WARE	0	SW	1/17/2006	10/26/2011	\$ 1,420.32
316845	TE	COMPUTER,	BF1W761	5WARE	2370	SW	12/16/2004	10/26/2011	\$ 1,172.62
316712	TE	Laptop,	6876P71	5WARE	2490	SW	6/14/2005	10/11/2011	\$ 1,890.68
318332	TE	COMPUTER, DELL	7YBMYB1	5WARE	2370	SW	10/16/2006	9/26/2011	\$ 1,440.36
317942	TE	COMPUTER		5WARE	3020	SW	5/1/2006	9/26/2011	\$ 5,553.23
317956	TE	COMPUTER		5WARE	3020	SW	5/1/2006	9/26/2011	\$ 5,553.23
317958	TE	COMPUTER		5WARE	3020	SW	5/1/2006	9/26/2011	\$ 5,553.23
F31355	TE	COMPUTER DELL DIMENSION MINI	3XCPNO1	5WARE	1100	SW	6/25/2001	12/1/2011	\$ 1,439.60
F32058	EQ	AMPLIFIER FOR SPEAKERS TOA	3659383	5WARE	1102	SW	8/20/2002	11/17/2011	\$ 482.72
F31922	TE	COPMPUTER, OPTIPLEX GX 240	3XVYJ11	5WARE	1101	SW	6/5/2002	10/4/2011	\$ 1,692.73
F31930	TE	COMPUTER, OPTIPLEX GX 240	DWVYJ11	5WARE	1101	SW	6/5/2002	10/4/2011	\$ 1,692.73

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Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
F33057	TE	COMPUTER,	YM4396THRRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F33058	TE	COMPUTER,	YM4396TBRRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F33113	TE	COMPUTER,	4RP0761	5WARE	1300	SW	12/10/2004	10/26/2011	\$ 1,499.87
F32987	TE	COMPUTER,	DF87M51	5WARE	1803	SW	9/8/2004	9/26/2011	\$ 982.70
F32999	TE	COMPUTER,	BD87M51	5WARE	1803	SW	9/8/2004	9/26/2011	\$ 982.70
F32517	TE	COMPUTERS	9HVTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F32519	TE	COMPUTERS	8HVTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F32387	EQ	PROJECTOR,	AALN31090563	5WARE	1102	SW	7/24/2003	8/26/2011	\$ 1,893.86
316974	TE	LAPTOP COMPUTER, ROSE DELGAUDIO	B3SL091	5WARE	0	SW	1/3/2006	10/31/2011	\$ 2,095.59
319883	TE	PRINTER, HP LASERJET	CNLLG17065	5WBC	2270	OEC	10/19/2007	11/14/2011	\$ 2,307.41
302862	TE	3COM SSII DUAL SPEED HUB 24 PORT	7ZBRA8DE7D	5WARE	2061	SW	5/1/1998	10/31/2011	\$ 1,311.00
313318	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313319	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/6/2012	\$ 818.77
312727	TE	COMPUTER DELL, MINI TOWER	DQZMNO1	5WARE	2490	SW	6/21/2001	12/1/2011	\$ 1,629.89
311869	TE	LAPTOP, LATITUDE, DELL TO BE	DYOOMO1	5WARE	2271	SW	5/29/2001	9/27/2011	\$ 2,385.37
312763	TE	COMPUTER IBM NET VISTA X40	FK02RN1	5WARE	2000	SW	6/25/2001	10/17/2011	\$ 1,988.37
313307	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313313	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
309616	EQ	2B3 PRO PREMIER INTL. SOCCER		5WARE	0	SW	8/17/2000	9/1/2011	\$ 3,305.88
313644	TE	COMPUTER DELL OPTIPLEX	BD3N311	5WARE	0	SW	12/20/2001	9/26/2011	\$ 2,023.11
313591	TE	SWITCH, CISCO,CATALYST	FAA0543Y003	5WARE	2594	SW	12/13/2001	10/31/2011	\$ 2,576.78
315670	TE	COMPUTER, DELL	HOR3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315692	TE	COMPUTER, DELL	5VQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315709	TE	COMPUTER, DELL	81R3361	5WARE	3012	SW	11/16/2004	10/13/2011	\$ 1,312.61
315712	TE	COMPUTER, DELL	21R3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61

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Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
315256	TE	COMPUTER, DELL	GFRFY41	5WARE	2230	SW	6/1/2004	9/26/2011	\$ 2,135.89
315280	TE	PRINTER, DESIGNJET 130NR	SSG43H1807J	5WARE	0	SW	6/8/2004	8/11/2011	\$ 1,813.84
315124	TE	COMPUTER, DELL	8MDQP41	5WARE	0	SW	4/19/2004	10/27/2011	\$ 1,515.36
315176	TE	COMPUTER, DELL	7GPLR41	5WARE	0	SW	5/4/2004	10/28/2011	\$ 1,845.20
315918	TE	COMPUTER, DELL	J95Y861	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316232	TE	COMPUTER, DELL	1VQSF61	5WARE	3012	SW	1/13/2005	8/26/2011	\$ 1,385.09
316234	TE	COMPUTER, DELL	7TQSF61	5WARE	3012	SW	1/13/2005	10/13/2011	\$ 1,385.09
316082	TE	COMPUTER, DELL	2V3TF61	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
315797	TE	COMPUTER,	3J1W761	5WARE	2370	SW	12/16/2004	10/26/2011	\$ 1,172.62
315989	TE	COMPUTER, DELL	9LPT761	5WARE	3012	SW	12/29/2004	10/27/2011	\$ 1,229.79
315849	TE	COMPUTER, DELL	23GT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
315853	TE	COMPUTER, DELL	HDHT761	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
315855	TE	COMPUTER, DELL	JCHT761	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316200	TE	COMPUTER, DELL	F61	5WARE	3012	SW	1/13/2005	8/26/2011	\$ 1,385.09
315883	TE	COMPUTER, DELL	8SPT761	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
315894	TE	COMPUTER, DELL	D35Y861	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
316057	TE	COMPUTER, DELL	180VF61	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
314148	TE	CATALYST CISCO,	CHK0620W0GE	5WARE	2594	SW	6/5/2002	10/31/2011	\$ 2,582.77
314333	TE	COMPUTER, DELL OPTIPLEX	3SWZP11	5WARE	0	SW	7/31/2002	10/28/2011	\$ 1,798.35
314590	TE	COMPUTER, DELL	2TZQD21	5WARE	2370	SW	2/19/2003	9/26/2011	\$ 4,175.81
314160	TE	CATALYST, WS-C3508G-XL-EN	CHK0619V16L	5WARE	2370	SW	6/5/2002	10/31/2011	\$ 3,229.27
314162	TE	CATALYST, WS-C3508G-XL-EN	CHK0620V00F	5WARE	2370	SW	6/5/2002	10/31/2011	\$ 3,229.27
314403	TE	COMPUTER, DELL W/19" MONITOR	31SKW11	5WARE	0	SW	9/23/2002	10/28/2011	\$ 1,798.35
314405	TE	COMPUTER, DELL W/19" MONITOR	GOSKW11	5WARE	0	SW	9/23/2002	10/27/2011	\$ 1,798.35
314504	TE	COMPUTER	2DVT521	5WARE	0	SW	12/30/2002	10/28/2011	\$ 2,341.38

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Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
313909	TE	COMPUTER, DELL W/MONITOR	DZD4B11	5WARE	0	SW	3/15/2002	10/28/2011	\$ 1,539.81
314118	TE	SWITCH, CISCO CATALYST	FAB0602Q10M	5WARE	0	SW	5/31/2002	10/31/2011	\$ 3,229.27
316731	TE	COMPUTER,	GZZ7Q71	5WARE	2490	SW	6/20/2005	10/11/2011	\$ 1,459.81
316643	TE	COMPUTER,	3CXNK71	5WARE	0	SW	5/24/2005	10/26/2011	\$ 1,318.46
F31309	TE	DELL DIMENSION 4100 SERIES	DJ7DMO1	5WARE	1101	SW	6/5/2001	12/1/2011	\$ 1,443.38
F31352	TE	COMPUTER DELL DIMENSION MINI	1YCPNO1	5WARE	1100	SW	6/25/2001	12/1/2012	\$ 1,439.60
319509	TE	COMPUTER, DELL	3FP35D1	5WARE	2550	SW	6/29/2007	9/22/2011	\$ 1,325.78
F32041	TE	COMPUTER, DELL MINITOWER	9L2BJ111	5WARE	1824	SW	5/29/2002	10/26/2011	\$ 1,472.98
F32275	EQ	COOLING UNIT, 12,000 BTU	261922407	5WARE	1102	SW	12/12/2002	2/7/2012	\$ 2,840.51
F31917	TE	COPMPUTER, OPTIPLEX GX 240	1VVYJ11	5WARE	1101	SW	6/5/2002	10/4/2011	\$ 1,692.73
F31937	TE	COMPUTER, OPTIPLEX, GX240	JQC7K11	5WARE	1105	SW	6/12/2002	10/4/2011	\$ 1,629.16
F31824	TE	COMPUTER, DELL GX240 MINI-	FVL7K11	5WARE	1105	SW	6/11/2002	9/26/2011	\$ 2,719.63
F33065	TE	COMPUTER,	YM4396T5RRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F33066	TE	COMPUTER,	YM4396TSRRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F33111	TE	COMPUTER,	1RP0761	5WARE	1300	SW	12/10/2004	10/28/2011	\$ 1,499.87
F33728	TE	COMPUTER, DELL	JGOLV91	5WARE	1103	SW	4/27/2006	9/1/2011	\$ 1,230.04
F32532	TE	COMPUTER	5HRTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F32582	TE	COMPUTER	DM58L31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F32145	EQ	FLIPPER-PLEION FS-CS-36NL-		5WARE	1102	SW	10/15/2002	2/7/2012	\$ 298.40
315866	TE	COMPUTER, DELL	B4RT761	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316501	TE	COMPUTER, DELL	DZ4QX61	5WARE	0	SW	3/9/2005	10/27/2011	\$ 1,722.03
F32528	TE	COMPUTER	6FRTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F31966	TE	COMPUTER, DELL OPTIPLEX	JGT4L11	5WARE	1102	SW	6/14/2002	10/26/2011	\$ 1,915.80
F33222	TE	COMPUTER, DELL	DD6PJ71	5WARE	1670	SW	5/20/2005	9/26/2011	\$ 1,526.29
313320	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 Surplus Inventory at February 13, 2011

Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
313551	TE	COMPUTER, IBM 228350U	86996	5WARE	2370	SW	12/5/2001	10/17/2011	\$ 1,498.50
312728	TE	COMPUTER DELL, MINI TOWER	67ONNO1	5WARE	2490	SW	6/21/2001	12/1/2011	\$ 1,629.89
313301	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313309	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313314	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
313316	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
306133	EQ	LATHE MTL YAM XAM 1000 54 IN. BED 7 IN	530894	5WARE	0	SW	3/1/1984	1/10/2012	\$ 7,708.00
315618	TE	Laptop	JZFHV51	5WARE	2490	SW	10/22/2004	10/13/2011	\$ 2,949.35
315664	TE	COMPUTER, DELL	9L9W261	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315688	TE	COMPUTER, DELL	7VQ3361	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
315694	TE	COMPUTER, DELL	HTQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315698	TE	COMPUTER, DELL	7XQ3361	5WARE	3012	SW	11/16/2004	10/13/2011	\$ 1,312.61
315705	TE	COMPUTER, DELL	JYQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315716	TE	COMPUTER, DELL	60R3361	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
315210	TE	COMPUTER, DELL	488QT41	5WARE	0	SW	5/11/2004	10/26/2011	\$ 1,170.14
314754	TE	SWITCH, 24 PORT	CSG0727POBD	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 3,024.81
316061	TE	COMPUTER, DELL	HGZTF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
316222	TE	COMPUTER, DELL	3R3TF61	5WARE	3012	SW	1/13/2005	8/26/2011	\$ 1,385.09
316223	TE	COMPUTER, DELL	29SSF61	5WARE	3012	SW	1/13/2005	10/13/2011	\$ 1,385.09
316261	TE	COMPUTER,	DC30G61	5WARE	2593	SW	1/6/2005	9/26/2011	\$ 1,210.95
316164	TE	COMPUTER, DELL	DTQSF61	5WARE	3012	SW	1/13/2005	8/26/2011	\$ 1,385.09
315850	TE	COMPUTER, DELL	3MFT761	5WARE	3012	SW	12/29/2004	9/30/2011	\$ 1,229.79
315867	TE	COMPUTER, DELL	3YQT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
316361	TE	COMPUTER,	FYSKP61	5WARE	2061	SW	1/26/2005	9/26/2011	\$ 1,287.24
315882	TE	COMPUTER, DELL	HSPT761	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 Surplus Inventory at February 13, 2011

Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
315889	TE	COMPUTER, DELL	4RPT761	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
316050	TE	COMPUTER, DELL	GQ3TF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
314392	TE	COMPUTER, DELL LATITUDE LAP	8KG5V11	5WARE	0	SW	9/16/2002	10/31/2011	\$ 2,094.68
314402	TE	COMPUTER, DELL PENTIUM 4	7V29W11	5WARE	0	SW	9/19/2002	9/26/2011	\$ 2,171.13
314475	TE	LAPTOP, LYNN SUMMERS	6NL4321	5WARE	0	SW	11/26/2002	10/31/2011	\$ 2,513.81
314509	TE	CATALYST	FHK0630Z04T	5WARE	2370	SW	12/30/2002	10/31/2011	\$ 2,906.01
313906	TE	COMPUTER, DELL OPTILEX	FZ34B11	5WARE	0	SW	3/15/2002	10/28/2011	\$ 2,037.55
314530	TE	COMPUTER, W/E151FP MONITOR	5WZS821	5WARE	0	SW	1/14/2003	10/26/2011	\$ 1,522.51
316882	TE	LAPTOP, DR. HERNANDEZ	6Y7DK81	5WARE	0	SW	10/3/2005	10/31/2011	\$ 2,653.05
316480	TE	COMPUTER,	B9T1V61	5WARE	2412	SW	2/21/2005	10/27/2011	\$ 1,360.30
316960	TE	COMPUTER, DELL	J4SXV81	5WARE	0	SW	11/28/2005	9/26/2011	\$ 1,229.64
317952	TE	COMPUTER		5WARE	3020	SW	5/1/2006	9/26/2011	\$ 5,553.23
F31351	TE	COMPUTER DELL DIMENSION MINI	CWCPNO1	5WARE	1100	SW	6/25/2001	12/1/2011	\$ 1,439.60
F31353	TE	COMPUTER DELL DIMENSION MINI	8YCPNO1	5WARE	1100	SW	6/25/2001	12/1/2011	\$ 1,439.60
F31357	TE	COMPUTER DELL DIMENSION MINI	3WCPNO1	5WARE	1100	SW	6/25/2001	12/1/2011	\$ 1,439.60
F31799	EQ	FILE CABINET, 2 DRAWER LATERAL		5WARE	1102	SW	5/6/2002	12/5/2011	\$ 278.43
F31808	EQ	CHAIR, LAZYBOY		5WARE	1102	SW	5/17/2002	12/5/2011	\$ 207.74
F32099	TE	COMPUTER, W/15" FP MONITOR	BNFJW11	1SSS	1650	SW	9/19/2002	8/10/2011	\$ 1,475.10
F31816	TE	SERVER, DELL POWER EDGE 1650	CL2PJ11	5WARE	1670	SW	6/10/2002	10/31/2011	\$ 5,706.37
F33049	TE	COMPUTER,	YM4396UDRRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F33059	TE	COMPUTER,	YM4396U9RRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F32363	TE	COMPUTER, DELL	73MSX21	5WARE	1102	SW	6/24/2003	10/26/2011	\$ 1,456.99
F32520	TE	COMPUTER	6GVTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F32390	TE	COMPUTER	FJZ9V21	5WARE	1680	SW	5/28/2003	10/26/2011	\$ 2,188.93
315608	TE	LAPTOP, CONLEY	FTVKS51	5WARE	0	SW	10/13/2004	10/31/2011	\$ 2,170.08

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 Surplus Inventory at February 13, 2011

Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
316086	TE	COMPUTER, DELL	HT3TF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
F32997	TE	COMPUTER,	FC87M51	5WARE	1803	SW	9/8/2004	9/26/2011	\$ 982.70
300757	EQ	ABDOMINAL TRAINER, LIFE CIRCUIT		5WARE	0	SW	3/1/1997	12/7/2011	\$ 8,038.00
302677	EQ	LATHE ENGINE SELECT 1023B35 IN BED 10 IN	2014	5WARE	0	SW	6/1/1975	1/10/2012	\$ 1,654.00
308888	TE	COMPUTERS, DELL TOWER	C4RL00B	5WARE	2591	SW	6/2/2000	8/11/2011	\$ 2,108.67
308393	TE	COMPUTER WORKSTATION,NEOSYS,	187165	5WARE	0	SW	1/18/2000	10/26/2011	\$ 2,799.34
313336	TE	LATITUDE C800 PENTIUM III	8RVNT01	5WARE	0	SW	8/30/2001	9/27/2011	\$ 4,037.34
313559	TE	COMPUTER, IBM 228350U	866BR	5WARE	2370	SW	12/5/2001	10/17/2011	\$ 1,498.50
312674	TE	COMPUTER, DELL	8260N01	5WARE	2490	SW	6/18/2001	12/1/2011	\$ 1,512.71
313443	TE	COMPUTER DELL OPTIPLEX	6WTZX01	5WARE	0	SW	10/15/2001	9/22/2011	\$ 2,218.81
313305	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
306138	EQ	LATHE, 16-S REPUBLIC LAGUN	910503	5WARE	0	SW	6/1/1992	1/10/2012	\$ 12,325.00
313588	TE	SWITCH, CISCO, CATALYST	FAA0549P08W	5WARE	2594	SW	12/13/2001	10/31/2011	\$ 3,221.77
313589	TE	SWITCH, CISCO, CATALYST	FAA0545P05F	5WARE	2594	SW	12/13/2001	10/31/2011	\$ 3,221.77
315578	TE	COMPUTER, DELL	INHTQ51	5WARE	0	SW	9/28/2004	10/26/2011	\$ 1,599.14
315674	TE	COMPUTER, DELL	7ZQ3361	5WARE	3012	SW	11/16/2004	10/13/2011	\$ 1,312.61
315684	TE	COMPUTER, DELL	BYQ3361	5WARE	3012	SW	11/16/2004	10/13/2011	\$ 1,312.61
314718	TE	SWITCH, 48 PORT	FWK0726Y0GP	5WARE	3009	SW	8/13/2003	10/31/2011	\$ 3,367.05
315685	TE	COMPUTER, DELL	COR3361	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
315690	TE	COMPUTER, DELL	CYQ3361	5WARE	3012	SW	11/16/2004	8/26/2011	\$ 1,312.61
315702	TE	COMPUTER, DELL	DXQ3361	5WARE	3012	SW	11/16/2004	10/11/2011	\$ 1,312.61
315217	TE	COMPUTER, DELL	770MR41	5WARE	2591	SW	5/4/2004	10/31/2011	\$ 2,161.69
316060	TE	COMPUTER, DELL	C7SSF61	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
316062	TE	COMPUTER, DELL	GR3TF61	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
316065	TE	COMPUTER, DELL	8V3TF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Surplus Inventory at February 13, 2011

Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
316067	TE	COMPUTER, DELL	9DSSF61	5WARE	3012	SW	12/29/2004	9/26/2011	\$ 1,229.79
316068	TE	COMPUTER, DELL	GDSSF61	5WARE	3012	SW	12/29/2004	9/22/2011	\$ 1,229.79
315919	TE	COMPUTER, DELL	F95Y861	5WARE	3012	SW	12/29/2004	8/26/2011	\$ 1,229.79
316406	TE	Laptop, Randy Simons	CGQMR61	5ITS	0	OEC	2/8/2005	12/3/2011	\$ 4,951.87
316260	TE	COMPUTER,	5C30G61	5WARE	2593	SW	1/6/2005	9/26/2011	\$ 1,210.95
316289	TE	COMPUTER,	839KK61	5WARE	0	SW	1/18/2005	10/27/2011	\$ 1,453.74
316149	TE	COMPUTER, DELL	5SQSF61	5WARE	3012	SW	12/29/2004	10/13/2011	\$ 1,229.79
316010	TE	COMPUTER, DELL	G3GT761	5WARE	3012	SW	12/29/2004	8/26/2011	\$ 1,229.79
316053	TE	COMPUTER, DELL	CQ3TF61	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
313974	TE	LAPTOP, YOLANDA RYAN	91PLD11	5WARE	0	SW	4/17/2002	10/31/2011	\$ 3,339.71
314391	TE	COMPUTER, DELL MINITOWER	HQP8V11	5WARE	0	SW	9/10/2002	9/26/2011	\$ 1,826.69
314286	TE	COMPUTER, DELL OPTIPLEX	JM8RL11	5WARE	2370	SW	6/14/2002	9/26/2011	\$ 1,904.89
314531	TE	COMPUTER, W/E151FP MONITOR	1WZS821	5WARE	0	SW	1/14/2003	9/26/2011	\$ 1,522.51
314329	TE	COMPUTER, DELL OPTIPLEX	69OVP11	5WARE	0	SW	7/30/2002	10/28/2011	\$ 1,616.27
316487	TE	LAPTOP, RAY MAA	B616V61	5WARE	0	SW	3/1/2005	10/31/2011	\$ 4,665.97
316816	TE	COMPUTER,	COL4981	5WARE	0	SW	8/29/2005	9/27/2011	\$ 1,562.98
316524	TE	COMPUTER,	2VGVZ61	5WARE	2550	SW	3/23/2005	10/27/2011	\$ 1,549.13
316827	TE	COMPUTER	J5Q5B81	5WARE	0	SW	9/6/2005	9/26/2011	\$ 1,482.91
316710	TE	Laptop,	1776P71	5WARE	2490	SW	6/14/2005	10/13/2011	\$ 1,890.68
318330	TE	COMPUTER, DELL	BYBMYB1	5WARE	2370	SW	10/16/2006	9/27/2011	\$ 1,440.36
317885	TE	COMPUTER		5WARE	3020	SW	5/1/2006	9/26/2011	\$ 5,553.23
317951	TE	COMPUTER		5WARE	3020	SW	5/1/2006	9/26/2011	\$ 5,553.23
318628	TE	COMPUTER,	HKBQKC1	5WARE	2415	SW	2/19/2007	9/27/2011	\$ 1,567.14
F31354	TE	COMPUTER DELL DIMENSION MINI	BXCPNO1	5WARE	1100	SW	6/25/2001	12/1/2011	\$ 1,439.60
F31918	TE	COPMPUTER, OPTIPLEX GX 240	8WVYJ11	5WARE	1101	SW	6/5/2002	10/4/2011	\$ 1,692.73

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
 Surplus Inventory at February 13, 2011

Tag	Type	Description	Serial Number	User	Special Project	Building	Acquisition Date	Last Inventory Date	Cost
F31934	TE	COMPUTER, OPTIPLEX, GX240	9RC7K11	5WARE	1105	SW	6/12/2002	10/4/2011	\$ 1,629.16
F31815	TE	COMPUTER, DELL LATITUDE C610 ANN MARIE G	7NQNJ11	5WARE	1102	SW	6/10/2002	10/31/2011	\$ 2,489.05
F31964	TE	COMPUTER, DELL OPTIPLEX	DTG4L11	5WARE	1102	SW	6/14/2002	9/26/2011	\$ 1,915.80
F31970	TE	COMPUTER, DELL DIMENSION	6YL9L11	5WARE	1102	SW	6/14/2002	8/26/2011	\$ 1,365.17
F33551	TE	Laptop,	CJJ2991	5WARE	1102	SW	1/31/2006	10/13/2011	\$ 2,401.34
F33140	TE	COMPUTER,	262WZ61	5WARE	1805	SW	3/22/2005	9/26/2011	\$ 3,240.44
F33339	TE	COMPUTER DELL	2BD2181	5WARE	1803	SW	8/8/2005	9/27/2011	\$ 1,509.51
F33068	TE	COMPUTER,	YM4396U5RRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F33071	TE	COMPUTER,	YM4396U8RRM	5WARE	1805	SW	9/30/2004	9/26/2011	\$ 3,651.36
F32521	TE	COMPUTER	GHVTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F32523	TE	COMPUTER	5GRTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F32526	TE	COMPUTER	GGRTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
F32531	TE	COMPUTER	CGRTH31	5WARE	1805	SW	9/23/2003	9/26/2011	\$ 3,071.34
308329	TE	COMPUTER,APPLE, POWER MAC G4	XB9527MSHLA	5WARE	2370	SW	12/30/1999	10/31/2011	\$ 3,245.44
315916	TE	COMPUTER, DELL	H55Y861	5WARE	3012	SW	12/29/2004	10/31/2011	\$ 1,229.79
316431	TE	COMPUTERS,	48ZLP61	5WARE	2370	SW	1/27/2005	9/27/2011	\$ 1,272.18
313312	EQ	STATION-KRUEGER, POWERCOMM		5WARE	2370	SW	7/30/2001	2/7/2012	\$ 818.77
-	EQ	STORAGE CONTAINER		5WARE	0	SW	-	-	\$ -
Grand Total									\$ 1,005,115.93

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Donation of Furniture and Equipment to the Light of the Canyon Church	
Action:	Request for Approval	

BACKGROUND

The Santiago Canyon College – Orange Education Center has submitted a request to donate the remainder of the furniture and equipment that remains at the Light of the Canyon Church (LOCC) in the city of Anaheim. Classes were offered at the LOCC, known as the Anaheim Hills Center, since Spring 2002 through a lease agreement between the District and LOCC. The District selected not to renew the lease which expired December 31, 2011. Items at the site that were able to be removed without disturbing the building have been removed; furniture and equipment that are affixed to, or hard wired to the building remain at the site.

The furniture consists of 23 Krueger Powercom stations, A Pleion workstation which includes 2 flippers, 3 bookcases and 2 tables. The equipment consists of a 12,000 BTU cooling unit. All the items are fully depreciated and have a net book value of \$0.

ANALYSIS

The Board has requested that surplus items be made available for donation to non-profit organizations and school districts. Education Code 81452 does allow the District to donate, if the value of such equipment is less than \$5,000.00.

RECOMMENDATION

It is recommended that the Board of Trustees approve the donation of the furniture and equipment to Light of the Canyon Church as presented.

Fiscal Impact:	N/A	Board Date: February 27, 2012
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

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

To:	Board of Trustees	Date: February 27, 2012
Re:	Approval of Donation of Surplus Items	
Action:	Request for Approval	

BACKGROUND

In October 1999, the Board of Trustees requested that prior to auction, surplus items should be made available to non-profit organizations and school districts. Education Code 81452 allows the District to donate items having no monetary value.

ANALYSIS

Notices were e-mailed to twenty-nine (29) non-profit organizations within the District's boundaries and thirty-five (35) school districts and community colleges in Orange County. One (1) school district, Garden Grove Unified School District and one (1) non-profit organization, The Vietnamese Community of Orange County, Inc. selected items of interest and submitted requests for donation. Below are the items selected to be donated.

The Vietnamese Community of Orange County, Inc.

Item Description	Barcode/Tag Number
(2) ea. Dell Laptop Bags	n/a
(2) ea. Dell Monitors	n/a
(3) ea. Dell Keyboards	n/a
(5) ea. Computer Mice	n/a
Computer Speakers	n/a
Computer, Dell Optiplex GX620	316920
Laptop Computer, Dell	316709
Laptop Computer, Dell	316714
Laptop Computer, Dell	316712
Laptop Computer, Dell	316710
Laptop Computer, Dell	316718
Form Organizer, White	n/a

Garden Grove Unified School District

Item Description	Barcode/Tag Number
(9) ea. Tablet Arm Chairs	n/a
(35) ea. Stacking Chairs	n/a
(12) ea. Upholstered Task Chairs	n/a

RECOMMENDATION

It is recommended that the Board of Trustees approve the donations to Garden Grove Unified School District, and The Vietnamese Community of Orange County, Inc. as presented.

Fiscal Impact:	None	Board Date: February 27, 2012
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: February 27, 2012

INDEPENDENT CONTRACTORS

Christine Draa

**Attachment A – Independent Contractor Agreement
Attachment B – Proposal**

Service: Consulting services to provide oversight and coordination for the Faculty Entrepreneurship Program (FEP) conference as part of the statewide Business & Entrepreneurship Center (BEC) program at the rate of \$60.00 an hour.

Date(s) of Service: February 28, 2012 through October 31, 2012

Fee: Estimated at \$40,000.00

Requested by: Michael Roessler

**Funded by: Educational Services
12-2287-684000-53305-5100**

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 28th of February, 2012 by and between Christine Draa herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

TO PROVIDE OVERSIGHT AND COORDINATION FOR THE FACULTY ENTREPRENEURSHIP PROGRAM (FEP) CONFERENCE AS PART OF THE STATEWIDE BUSINESS & ENTREPRENEURSHIP CENTER (BEC) PROGRAM AT THE RATE OF \$60.00 AN HOUR

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at Forty Thousand Dollars & No Cents (\$40,000.00).

The contracted services are to commence on or about February 28, 2012 and to be completed on or about, but not later than October 31, 2012.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

Attachment "B"

**Christine Draa
1821 Wayside Lane
Sacramento, CA 95864
(916) 420-306**

December 9, 2011

Proposal For Services

This is a proposal for services to provide program oversight and coordination for the Faculty Entrepreneurship Program Conference, an event of the statewide Business & Entrepreneurship Center (BEC) program.

- **Plan and coordinate all activities related to conference**
- **Work with Statewide BEC Director and CSU Fresno staff on the implementation of event.**

This work will begin on February 28, 2012 and continue through October 31, 2012 at the rate of \$60 per hour not to exceed \$40,000.

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-BP000258	2,406,180.00	LOS ANGELES ENGINEERING INC	Buildings - Contracted Svcs	SP	BOND	2/1/2012
12-BP000259	5,152,820.00	LOS ANGELES ENGINEERING INC	Buildings - Contracted Svcs	SP	BOND	2/1/2012
12-P0021117	7,200.00	ABDRABOU RASHA	Contracted Services	SP		1/31/2012
12-P0021443	269.63	HACIENDA	Food and Food Service Supplies	SP		1/4/2012
12-P0021444	2,586.00	WALLY MACHINERY & TOOL SUPPLY	Equipment - Federal Progs >200	SP		1/4/2012
12-P0021445	60.00	PHU NU GIA DINH	Library Books - Periodicals			1/4/2012
12-P0021446	2,582.47	WALLY MACHINERY & TOOL SUPPLY	Equipment - Federal Progs >200	SP		1/4/2012
12-P0021447	3,000.00	VAVRINEK TRINE DAY & CO LLP	Contracted Services			1/4/2012
12-P0021448	129,000.00	CRC INC	Contracted Services	SP		1/4/2012
12-P0021449	1,260.00	AMERICAN REPROGRAPHICS CO LLC	Rental-Equipment (Short-term)	SP		1/4/2012
12-P0021450	425.00	ORANGE COUNTY FIRE PROTECTION	Contracted Repair Services			1/4/2012
12-P0021451	170.00	ACADEMY ELECTRIC INC	Contracted Services			1/4/2012
* 12-P0021452	621.20	AMPCO CONTRACTING INC	Contracted Services			1/4/2012
12-P0021453	350.00	WORTHAM ETIENNE PATRICE	Contracted Services	SP		1/4/2012
12-P0021454	50,685.04	CITY OF CORONA	Instructional Agrmt - Facility			1/4/2012
12-P0021455	16,226.05	CITY OF LAGUNA BEACH	Instructional Agrmt - Facility			1/4/2012
12-P0021456	7,336.20	CITY OF MONTCLAIR	Instructional Agrmt - Facility			1/4/2012
12-P0021457	30,832.75	CITY OF ORANGE	Instructional Agrmt - Facility			1/4/2012
12-P0021458	14,364.15	CITY OF BREA	Instructional Agrmt - Facility			1/4/2012
12-P0021459	23,007.60	CHINO VALLEY INDEPENDENT	Instructional Agrmt - Facility			1/4/2012
12-P0021460	22,408.85	DOWNEY FIRE DEPT	Instructional Agrmt - Facility			1/4/2012
12-P0021461	26,001.95	CITY OF FULLERTON	Instructional Agrmt - Facility			1/4/2012
12-P0021462	40,677.75	CITY OF HUNTINGTON BEACH	Instructional Agrmt - Facility			1/4/2012
12-P0021463	14,196.50	CITY OF LA VERNE	Instructional Agrmt - Facility			1/4/2012
12-P0021465	102,683.00	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Facility			1/4/2012
* 12-P0021466	36,742.80	CITY OF RANCHO CUCAMONGA	Instructional Agrmt - Salary			1/4/2012
12-P0021467	5,913.55	CITY OF REDLANDS	Instructional Agrmt - Salary			1/4/2012
12-P0021468	38,315.25	CITY OF SANTA ANA	Instructional Agrmt - Salary			1/4/2012
12-P0021469	21,033.30	CALIFORNIA STATE PARKS	Instructional Agrmt - Salary			1/4/2012
12-P0021470	2,005.74	FRANKLIN AIR CONDITIONING	Contracted Repair Services			1/4/2012
12-P0021471	89.05	ACTION DOOR CONTROLS INC	Contracted Repair Services			1/4/2012
12-P0021472	406.60	AMERICAN EXPRESS	Conference Expenses			1/5/2012
12-P0021473	407.40	WELLS FARGO BANK	Conference Expenses			1/5/2012
* 12-P0021474	651.36	B & H PHOTO VIDEO INC	Instructional Supplies	SP		1/5/2012
12-P0021475	581.20	AMERICAN EXPRESS	Conference Expenses			1/5/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

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No. 5.32

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021476	1,374.18	THINK 4 INC COM	Instructional Supplies	SP		1/5/2012
12-P0021477	50.00	PESTAL PETER A.	Contracted Repair Services			1/5/2012
12-P0021478	240.74	GALE GROUP	Library Books	SP		1/5/2012
12-P0021479	550.00	DEPT OF SOCIAL SERVICES	Other Licenses & Fees	SP		1/5/2012
12-P0021480	612.00	STATER BROS	Instructional Supplies	SP		1/5/2012
12-P0021481	1,228.35	B2B COMPUTER PRODUCTS LLC	Equipment - Federal Progs >200	SP		1/5/2012
12-P0021482	829.41	MIDWEST LIBRARY SVC	Library Books	SP		1/5/2012
12-P0021483	588.00	STATER BROS	Instructional Supplies	SP		1/5/2012
12-P0021484	1,505.00	KAISER ROBERT	Contracted Services	SP		1/5/2012
12-P0021485	7,276.69	GUNTHER'S ATHLETIC SVC	Repair & Replacement Parts			1/5/2012
12-P0021486	185.04	FITNESS REPAIR SHOP	Repair & Replacement Parts			1/5/2012
12-P0021487	3,000.00	AMAZON COM	Library Books	SP		1/5/2012
12-P0021488	2,000.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	1/5/2012
12-P0021489	1,340.00	TECHNICAL SAFETY SERVICES INC	Contracted Repair Services			1/5/2012
12-P0021490	102.36	WE DO GRAPHICS INC	Reproduction/Printing Expenses			1/5/2012
12-P0021491	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/5/2012
12-P0021492	500.00	HANNA JOHN R	Conference Expenses			1/5/2012
12-P0021493	700.00	CONLEY BRIAN E	Conference Expenses			1/5/2012
12-P0021494	357.13	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		1/5/2012
12-P0021495	3,600.00	CALIF GEOLOGICAL SURVEY	Site Improvements	SP	BOND	1/5/2012
12-P0021496	263.63	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/6/2012
12-P0021497	2,198.30	ENTERPRISE HOLDINGS INC	Transportation - Athletics			1/6/2012
12-P0021498	395.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			1/6/2012
12-P0021499	400.00	BARRIOS ARIANNA PILAR	Conference Expenses			1/6/2012
12-P0021500	690.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			1/6/2012
12-P0021501	395.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			1/6/2012
12-P0021502	450.00	ANDREW C. HANSON	Conference Expenses			1/6/2012
12-P0021503	300.00	HANNA JOHN R	Conference Expenses			1/6/2012
12-P0021504	395.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			1/6/2012
12-P0021505	295.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			1/6/2012
12-P0021506	117.67	PBS DISTRIBUTION, LLC	Instructional Supplies	SP		1/9/2012
12-P0021507	450.00	LIGHT BULBS ETC	Instructional Supplies	SP		1/9/2012
12-P0021508	200.00	KUTTING EDGE DESIGN LLC	Instructional Supplies	SP		1/9/2012
12-P0021509	106.17	BULB DIRECT	Instructional Supplies			1/9/2012
12-P0021510	526.99	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		1/9/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021511	5,265.60	XPEDX PAPER CO	Instructional Supplies	SP		1/9/2012
12-P0021512	900.00	BRIDGES TRANSITIONS CO	Software License and Fees	SP		1/9/2012
12-P0021513	134.91	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			1/9/2012
12-P0021514	3,180.30	AAE ALUMINUM ATHLETIC EQUIPMENT	Instructional Supplies			1/9/2012
12-P0021515	14,900.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	1/9/2012
12-P0021516	600.00	BARRIOS ARIANNA PILAR	Conference Expenses			1/9/2012
12-P0021517	1,522.95	WELLS FARGO BANK	Conference Expenses			1/9/2012
12-P0021518	475.18	SIBAK PIZZA INC	Food and Food Service Supplies	SP		1/9/2012
12-P0021519	392.21	SIBAK PIZZA INC	Food and Food Service Supplies	SP		1/9/2012
12-P0021520	364.20	AMERICAN EXPRESS	Conference Expenses			1/9/2012
12-P0021521	500.00	DON BOOKSTORE	Supplies Paid for Students	SP		1/9/2012
12-P0021522	215.50	DON BOOKSTORE	Non-Instructional Supplies	SP		1/9/2012
12-P0021523	2,000.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		1/9/2012
12-P0021524	23,000.00	DON BOOKSTORE	Books Paid for Students	SP		1/9/2012
* 12-P0021525	5,016.86	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		1/9/2012
12-P0021526	31.00	OCSBA ORANGE CO SCHOOL BOARD ASSOC	Conference Expenses			1/9/2012
12-P0021527	600.00	ANDREW C. HANSON	Conference Expenses			1/9/2012
12-P0021528	107.75	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		1/10/2012
12-P0021529	5,000.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	1/10/2012
12-P0021530	4,864.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		1/10/2012
12-P0021531	1,690.00	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		1/10/2012
12-P0021532	1,120.26	LINCOLN EQUIPMENT INC	Instructional Supplies			1/10/2012
12-P0021533	498.33	LABYRINTH LEARNING	Books, Mags & Ref Mat, Non-Lib	SP		1/10/2012
12-P0021534	335.71	HMH SUPPLEMENTAL PUBL	Books, Mags & Ref Mat, Non-Lib	SP		1/10/2012
12-P0021535	48,515.00	ASCIP	Buildings - Legal Expenses	SP	BOND	1/10/2012
12-P0021536	1,000.00	RAMCO REFRIGERATION & AIR	Contracted Repair Services	SP		1/11/2012
* 12-P0021537	14,565.07	MCMAHAN BUSINESS INTERIORS	Contracted Services	SP		1/11/2012
12-P0021538	3,425.37	COMPUTECH INTERNATIONAL INC	Equipment - Federal Progs >200	SP		1/11/2012
12-P0021539	23,235.97	INTELLI-TECH	Equipment - Federal Progs >200	SP		1/11/2012
12-P0021540	24,377.99	DELL COMPUTER	Equipment - Federal Progs >200	SP		1/11/2012
12-P0021541	2,500.00	CALED CALIF ASSOC FOR LOCAL ECO DEV	District Business/Sponsorships	SP		1/11/2012
12-P0021542	142.01	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/12/2012
12-P0021543	592.63	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		1/12/2012
12-P0021544	1,144.48	MONTEREY MARRIOTT	Conference Expenses	SP		1/12/2012
12-P0021545	15,000.00	CALIF DEPT OF ED	Debt Payment - Principal	SP		1/12/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021546	8,688.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		1/10/2012
12-P0021547	494.00	SY NIELSON SVC	Contracted Services			1/12/2012
12-P0021548	995.00	TREESMITH ENTERPRISES INC	Contracted Services			1/12/2012
12-P0021549	2,000.00	STATE CTR COMMUNITY COLLEGE	Contracted Services			1/12/2012
12-P0021550	582.00	STATE WATER RESOURCES	Buildings - DSA Fees	SP	BOND	1/12/2012
12-P0021551	5,000.00	TYR INC	Buildings - Construction Tests	SP	BOND	1/12/2012
12-P0021552	130.00	B & N INC	Food and Food Service Supplies	SP		1/12/2012
12-P0021553	1,180.00	CALIFORNIA COMMUNITY COLLEGES CALWORKS ASSO	Conference Expenses	SP		1/12/2012
12-P0021554	295.00	ACCCA	Conference Expenses	SP		1/12/2012
12-P0021555	983.00	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		1/12/2012
12-P0021556	1,230.00	GMS ELEVATOR	Contracted Repair Services	SP		1/12/2012
12-P0021557	3,947.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		1/12/2012
12-P0021558	1,837.50	CORVEL ENTERPRISE COMP INC	Contracted Services			1/12/2012
12-P0021559	7,765.00	RF MACDONALD CO	Contracted Services	SP		1/12/2012
12-P0021560	269.38	WE DO GRAPHICS INC	Reproduction/Printing Expenses			1/13/2012
12-P0021561	241.06	NORMS REFRIGERATION & EQUIPMENT INC	Contracted Repair Services			1/13/2012
12-P0021562	1,315.76	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		1/13/2012
12-P0021563	6,500.00	TYR INC	Buildings - Construction Tests	SP	BOND	1/13/2012
12-P0021564	283.00	CSU FULLERTON	Fees Paid for Students	SP		1/13/2012
12-P0021565	365.00	REGION 9 HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021566	365.00	REGION 9 HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021567	294.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021568	294.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021569	294.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021570	294.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021571	294.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021572	294.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021573	294.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021574	593.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021575	593.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021576	1,000.00	TEGRES INC	Contracted Repair Services	SP		1/13/2012
12-P0021577	593.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021578	593.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021579	593.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021580	593.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021581	294.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021582	294.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021583	294.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021584	593.00	CA HEAD START ASSOC.	Conference Expenses	SP		1/13/2012
12-P0021585	5,510.41	DELL COMPUTER	Equipment - Federal Progs >200	SP		1/13/2012
12-P0021586	155.14	DELL COMPUTER	Non-Instructional Supplies	SP		1/13/2012
12-P0021587	3,060.59	DELL COMPUTER	Equipment - Federal Progs >200	SP		1/13/2012
12-P0021588	3,000.00	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Non-Instructional Supplies			1/13/2012
12-P0021589	552.39	BIO RAD LABORATORIES	Instructional Supplies			1/13/2012
12-P0021590	41.53	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies			1/13/2012
12-P0021591	662.66	B2B COMPUTER PRODUCTS LLC	Equipment - Federal Progs >200	SP		1/13/2012
12-P0021592	122.36	EMS ACQUISITION CORP	Instructional Supplies			1/13/2012
12-P0021593	10.00	STATE BOARD OF EQUALIZATION	Other Licenses & Fees			1/13/2012
12-P0021594	33.40	EBSCO SUBSCRIPTION SVCS	Library Books - Periodicals			1/17/2012
12-P0021595	230.00	COPELAND BEVERLY	Advertising	SP		1/17/2012
12-P0021596	2,916.62	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		1/17/2012
12-P0021598	739.81	ACUSHNET CO	Instructional Supplies	SP		1/17/2012
12-P0021599	178.27	SODEXHO	Food and Food Service Supplies	SP		1/17/2012
12-P0021600	461.42	POSTLMAYR JEFFREY	Instructional Supplies	SP		1/17/2012
* 12-P0021601	525.53	TOMARK SPORTS INC	Instructional Supplies			1/17/2012
12-P0021602	250.00	SMART & FINAL	Food and Food Service Supplies	SP		1/17/2012
12-P0021603	250.00	DON BOOKSTORE	Non-Instructional Supplies	SP		1/17/2012
* 12-P0021604	89,451.00	CHILDREN'S HOSPITAL OF ORANGE COUNTY	Contracted Services	SP		1/18/2012
12-P0021605	225.00	STATE OF CALIFORNIA	Other Licenses & Fees			1/18/2012
12-P0021606	401.73	THE TRACK MAN LLC	Instructional Supplies	SP		1/18/2012
12-P0021607	658.07	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		1/18/2012
12-P0021608	2,663.24	AMERICAN MAILING PRINTING &	Packaging/Mail Prep/Processing	SP		1/18/2012
12-P0021609	2,303.92	COMPUTERLAND OF SILICON VALLEY	Instructional Software	SP		1/18/2012
12-P0021610	336.60	AMERICAN EXPRESS	Conference Expenses	SP		1/18/2012
12-P0021611	336.60	AMERICAN EXPRESS	Conference Expenses	SP		1/18/2012
12-P0021612	336.60	AMERICAN EXPRESS	Conference Expenses	SP		1/18/2012
12-P0021614	86.23	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			1/18/2012
12-P0021615	1,931.55	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		1/18/2012
12-P0021616	300.52	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		1/18/2012
12-P0021617	93.45	B & H PHOTO VIDEO INC	Equip/Software - >\$200 <\$1,000	SP		1/18/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 12-P0021618	10,644.88	MICROTECH SCIENTIFIC	Instructional Supplies	SP		1/18/2012
12-P0021619	336.40	RESIDENCE INN	Conference Expenses	SP		1/19/2012
12-P0021620	330.00	CSU SACRAMENTO	Conference Expenses	SP		1/19/2012
12-P0021621	330.00	CSU SACRAMENTO	Conference Expenses	SP		1/19/2012
12-P0021622	330.00	CSU SACRAMENTO	Conference Expenses	SP		1/19/2012
12-P0021623	672.80	RESIDENCE INN	Conference Expenses	SP		1/19/2012
12-P0021624	7,000.00	DON BOOKSTORE	Books Paid for Students	SP		1/19/2012
12-P0021625	10,000.00	DON BOOKSTORE	Books Paid for Students	SP		1/19/2012
12-P0021626	20,330.75	CITY OF ANAHEIM	Instructional Agrmt - Salary			1/19/2012
12-P0021627	8,424.85	CITY OF FOUNTAIN VALLEY	Instructional Agrmt - Salary			1/19/2012
12-P0021628	17,813.60	CITY OF COSTA MESA	Instructional Agrmt - Salary			1/19/2012
12-P0021629	7,764.00	CITY OF VERNON	Instructional Agrmt - Salary			1/19/2012
12-P0021630	38,545.45	CITY OF SAN BERNARDINO FIRE DEPT	Instructional Agrmt - Salary			1/19/2012
12-P0021631	39,600.00	LPA INC	Buildings - Architects Fee	SP	BOND	1/19/2012
12-P0021632	1,000.00	BEARD, PROVENCHER & ASSOCIATES, INC	Buildings - Contracted Svcs	SP	BOND	1/19/2012
12-P0021633	30,000.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	1/19/2012
12-P0021634	4,500.00	LPA INC	Buildings - Architects Fee	SP	BOND	1/19/2012
12-P0021635	20,640.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	1/19/2012
12-P0021636	1,370.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	1/19/2012
12-P0021637	7,492.00	BERNARDS BROS INC	Buildings - Construction Mgmt	SP	BOND	1/19/2012
12-P0021638	522.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			1/19/2012
12-P0021639	7,492.00	BERNARDS BROS INC	Buildings - Construction Mgmt	SP	BOND	1/19/2012
* 12-P0021640	12,843.92	MCMAHAN BUSINESS INTERIORS	Non-Instructional Supplies	SP		1/20/2012
12-P0021641	1,396.52	FISHER SCIENTIFIC	Instructional Supplies	SP		1/20/2012
12-P0021642	522.59	STITCH ABOVE	Non-Instructional Supplies	SP		1/20/2012
12-P0021643	2,564.63	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies			1/20/2012
12-P0021644	147.40	APPLE COMPUTER INC	Non-Instructional Supplies	SP		1/20/2012
12-P0021645	169.69	DELL COMPUTER	Non-Instructional Supplies	SP		1/20/2012
12-P0021646	220.51	MIDWEST LIBRARY SVC	Library Books			1/20/2012
12-P0021647	298.57	GALE GROUP	Library Books			1/20/2012
12-P0021648	550.69	DEMCO INC	Instructional Supplies	SP		1/20/2012
12-P0021649	1,963.85	UNITED FABRICARE SUPPLY, INC	Instructional Supplies			1/20/2012
12-P0021650	100.00	SUBWAY	Food and Food Service Supplies	SP		1/20/2012
12-P0021651	38.78	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/20/2012
12-P0021652	5,000.00	IRVINE CHAMBER OF COMMERCE	District Business/Sponsorships	SP		1/20/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021653	140.08	WE DO GRAPHICS INC	Non-Instructional Supplies			1/20/2012
12-P0021654	550.00	SMART & FINAL	Instructional Supplies			1/20/2012
12-P0021656	400.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			1/20/2012
12-P0021657	10,600.00	GOLD COAST TOURS	Transportation - Athletics			1/20/2012
12-P0021658	44.63	MONTGOMERY HARDWARE CO	Non-Instructional Supplies			1/20/2012
12-P0021659	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/20/2012
12-P0021660	1,500.00	SPECTRUM INFORMATION SVCS	Reproduction/Printing Expenses			1/20/2012
12-P0021661	102.10	AMERICAN EXPRESS	Conference Expenses			1/23/2012
12-P0021662	56,000.00	THE DOLINKA GROUP LLC	Contracted Services	SP		1/23/2012
12-P0021663	209.00	CI BUSINESS EQUIPMENT INC	Maint Contract - Office Equip			1/23/2012
12-P0021664	2,198.62	DAY LITE MAINTENANCE CO INC	Site Improvements	SP		1/23/2012
12-P0021665	3,889.78	UNISOURCE PAPER CO	Non-Instructional Supplies			1/23/2012
12-P0021666	745.00	NORCAL AQUATIC SERVICES INC	Instructional Supplies			1/23/2012
12-P0021667	8,128.66	XPEDX PAPER CO	Non-Instructional Supplies			1/23/2012
12-P0021668	235.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			1/23/2012
12-P0021669	235.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			1/23/2012
12-P0021670	235.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			1/23/2012
12-P0021671	235.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			1/23/2012
12-P0021672	235.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			1/23/2012
12-P0021673	235.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			1/23/2012
12-P0021674	235.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			1/23/2012
* 12-P0021675	13,807.49	CAMERON WELDING	Instructional Supplies	SP		1/23/2012
12-P0021676	235.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			1/23/2012
12-P0021677	235.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			1/23/2012
12-P0021678	235.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			1/23/2012
12-P0021679	1,302.60	AMERICAN EXPRESS	Conference Expenses	SP		1/24/2012
12-P0021680	242.44	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies			1/24/2012
12-P0021682	448.57	4 IMPRINT	Non-Instructional Supplies	SP		1/24/2012
12-P0021683	1,493.72	WATERBOY SPORTS INC	Equipment - All Other > \$1,000			1/24/2012
12-P0021684	5,131.81	CYBEX INT'L	Equipment - All Other > \$1,000			1/24/2012
12-P0021685	599.53	ACE FIXTURE CO	Equip/Software - >\$200 <\$1,000			1/24/2012
12-P0021686	750.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/24/2012
12-P0021687	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/24/2012
12-P0021688	2,025.00	ASHP AMERICAN SOCIETY OF HOSPITAL	Other Licenses & Fees			1/24/2012
12-P0021689	110.00	COUNTY OF ORANGE	Other Participant Travel Exp			1/24/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.32 (7)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021690	1,500.00	NCH CORP	Non-Instructional Supplies			1/24/2012
* 12-P0021691	1,891.28	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		1/24/2012
12-P0021692	174.00	CITY OF ORANGE	Other Licenses & Fees			1/24/2012
12-P0021693	17,500.00	ENGINEERING.COM	Software License and Fees	SP		1/24/2012
* 12-P0021695	1,520.00	WILLIAMS ROBERT	Repair & Replacement Parts			1/24/2012
12-P0021696	252.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		1/24/2012
* 12-P0021697	2,639.86	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		1/24/2012
12-P0021698	277.50	ACTION DOOR CONTROLS INC	Contracted Repair Services			1/25/2012
12-P0021699	127.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			1/25/2012
12-P0021700	460.00	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		1/25/2012
12-P0021701	199.00	LINDA G. SAPAK WINDER	Conference Expenses	SP		1/25/2012
12-P0021702	2,250.00	A MEETING COMPANY	Other Participant Travel Exp	SP		1/25/2012
12-P0021703	1,010.00	A MEETING COMPANY	Conference Expenses	SP		1/25/2012
12-P0021704	140.00	ALBERTSON'S	Food and Food Service Supplies	SP		1/25/2012
12-P0021705	180.00	HSACCC HEALTH SVCS ASSOC-	Inst Dues & Memberships	SP		1/25/2012
12-P0021706	39.74	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/25/2012
12-P0021707	1,152.71	BESAM ENTRANCE SOLUTIONS	Contracted Repair Services			1/25/2012
12-P0021708	384.67	B & H PHOTO VIDEO INC	Non-Instructional Supplies	SP		1/25/2012
12-P0021709	43.10	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		1/25/2012
* 12-P0021710	406.06	PLAYERS CHOICE	Non-Instructional Supplies	SP		1/25/2012
12-P0021711	328.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/25/2012
12-P0021712	1,000.00	GREATER ASIA BUSINESS FEDERATION	District Business/Sponsorships	SP		1/25/2012
* 12-P0021713	640.04	CHANNING L BETE CO INC	Instructional Supplies	SP		1/25/2012
12-P0021714	1,667.43	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies	SP		1/25/2012
12-P0021715	350.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/25/2012
12-P0021716	40.39	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/25/2012
12-P0021717	5,000.00	DON BOOKSTORE	Books Paid for Students	SP		1/25/2012
12-P0021718	3,900.00	TREESMITH ENTERPRISES INC	Maint/Oper Service Agreements			1/25/2012
12-P0021719	14,500.00	BKF ENGINEERS	Buildings - Engineering Costs	SP	BOND	1/25/2012
12-P0021720	7,600.00	TOTAL COMPENSATION SYSTEMS INC	Contracted Services			1/25/2012
12-P0021721	1,344.00	TRINITY CRISTO REY LUTHERAN	Rental - Facility (Short-term)	SP		1/25/2012
12-P0021722	1,960.00	FIRST UNITED METHODIST CHURCH	Rental - Facility (Short-term)	SP		1/25/2012
12-P0021723	475.00	WILLIAMS ROBERT	Contracted Repair Services			1/26/2012
12-P0021724	2,636.50	XPEDX PAPER CO	Instructional Supplies	SP		1/26/2012
12-P0021725	15,677.64	D4 SOLUTIONS INC.	Contracted Services			1/26/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021726	8,270.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			1/26/2012
12-P0021727	15,000.00	AON CONSULTING INC	Contracted Services			1/26/2012
12-P0021728	12,320.00	LEONARD CHAIDEZ TREE SERVICE	Maint/Oper Service Agreements			1/26/2012
12-P0021729	538.75	GUNTHER'S ATHLETIC SVC	Instructional Supplies			1/27/2012
12-P0021730	256.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/27/2012
12-P0021731	97.63	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			1/27/2012
12-P0021732	25,000.00	RSCCD DISTRICT FOUNDATION	District Business/Sponsorships	SP		1/27/2012
12-P0021733	199.00	STATE BOARD OF EQUALIZATION	Other Licenses & Fees			1/27/2012
12-P0021734	750.00	JFK TRANSPORTATION	Other Participant Travel Exp	SP		1/27/2012
* 12-P0021735	700.38	ONOFRE CORP	Food and Food Service Supplies	SP		1/27/2012
12-P0021736	1,000.00	ENTERPRISE RENT A CAR	Transportation - Athletics			1/27/2012
12-P0021737	1,500.00	AIRGAS WEST	Instructional Supplies	SP		1/27/2012
12-P0021738	92,053.00	DON BOOKSTORE	Books Paid for Students	SP		1/27/2012
12-P0021739	4,055.74	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		1/27/2012
12-P0021740	220.89	FONTIS SOLUTIONS	Non-Instructional Supplies	SP		1/27/2012
12-P0021741	2,905,424.11	IES COMMERCIAL INC	Equipment - All Other > \$1,000	SP		1/27/2012
12-P0021742	350.00	CCID COMMUNITY COLLEGES FOR	Conference Expenses			1/27/2012
12-P0021743	225.00	CALIF PLACEMENT ASSOC	Conference Expenses	SP		1/27/2012
12-P0021744	896.37	METALCRAFT INC	Non-Instructional Supplies			1/27/2012
12-P0021745	20.00	ORANGE COUNTY DEPT OF ED	Conference Expenses			1/27/2012
12-P0021746	375.00	HSACCC HEALTH SVCS ASSOC-	Conference Expenses	SP		1/27/2012
12-P0021747	1,410.47	AT & T	Non-Instructional Supplies	SP		1/27/2012
12-P0021748	6,000.00	ECONOMIC MODELING SPECIALISTS INC	Internet Services	SP		1/27/2012
12-P0021749	1,059.40	TURNING TECHNOLOGIES LLC	Instructional Supplies	SP		1/27/2012
12-P0021750	13,650.48	APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		1/27/2012
12-P0021751	2,100.00	COAST LEARNING SYSTEMS	Other Licenses & Fees			1/27/2012
12-P0021752	655.12	CARDIAC SCIENCE	Non-Instructional Supplies			1/27/2012
12-P0021753	1,128.00	TREESMITH ENTERPRISES INC	Contracted Services			1/27/2012
12-P0021754	1,038.17	B & H PHOTO VIDEO INC	Instructional Supplies	SP		1/27/2012
12-P0021755	665.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		1/27/2012
12-P0021756	5,000.00	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			1/27/2012
12-P0021757	6,353.30	DELL COMPUTER	Equipment - All Other > \$1,000			1/30/2012
12-P0021758	59.00	XEROX CORP	Lease Agreement - Equipment	SP		1/30/2012
12-P0021759	4,114.00	ENVIRONMENTAL SYSTEMS PRODUCTS	Maint Contract - Other Equip			1/30/2012
12-P0021760	1,200.00	HOME DEPOT	Non-Instructional Supplies	SP		1/30/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021761	2,000.00	JOHNSTONE SUPPLY	Repair & Replacement Parts			1/30/2012
12-P0021762	400.00	ART SUPPLY WAREHOUSE	Instructional Supplies	SP		1/30/2012
12-P0021763	400.00	AARDVARK CLAY & SUPPLIES	Instructional Supplies	SP		1/30/2012
12-P0021764	2,500.00	HOME DEPOT	Instructional Supplies	SP		1/30/2012
12-P0021765	40.93	MEDICAL ARTS PRESS	Non-Instructional Supplies	SP		1/31/2012
12-P0021766	2,285.50	IN N OUT BURGER	Food and Food Service Supplies	SP		1/31/2012
12-P0021767	154.46	MIDWEST LIBRARY SVC	Library Books			1/31/2012
12-P0021768	535.00	LUX BUS AMERICA	Transportation - Student	SP		1/31/2012
12-P0021769	38.36	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		1/31/2012
12-P0021770	52.51	HW WILSON CO	Library Books - Periodicals			1/31/2012
12-P0021771	2,367.00	DATATEL USERS' GROUP	Conference Expenses	SP		1/31/2012
12-P0021772	387.00	MONTEREY MARRIOTT	Conference Expenses	SP		1/31/2012
12-P0021773	273.76	GAYLORD NATIONAL, LLC	Conference Expenses	SP		1/31/2012
12-P0021774	273.76	GAYLORD NATIONAL, LLC	Conference Expenses	SP		1/31/2012
12-P0021775	273.76	GAYLORD NATIONAL, LLC	Conference Expenses	SP		1/31/2012
12-P0021776	1,917.35	KELLY PAPER	Non-Instructional Supplies			1/31/2012
* 12-P0021777	1,000.00	GLOBAL TRADE INC	Contracted Services	SP		1/31/2012
* 12-P0021778	500.00	HISPANIC LEADERSHIP	Contracted Services	SP		1/31/2012
* 12-P0021779	12,500.00	WOMEN EMPOWERED	Contracted Services	SP		1/31/2012
* 12-P0021780	1,000.00	WELCHES JOHN	Contracted Services	SP		1/31/2012
12-P0021781	7,500.00	EDWARDS ESQ KATHERINE	Legal Expenses			1/31/2012
12-P0021782	10,000.00	VILLAGE GREEN GLOBAL INC	Contracted Services	SP		1/31/2012
12-P0021783	3,528.82	MCPAHAN BUSINESS INTERIORS	Equipment - Federal Progs >200	SP		2/1/2012
* 12-P0021784	2,538.21	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		2/1/2012
12-P0021785	102.51	ELECTRONIX EXPRESS	Instructional Supplies	SP		2/1/2012
12-P0021786	586.21	SCHOOL MART	Instructional Supplies	SP		2/1/2012
12-P0021787	1,299.20	THE WESTIN PEACHREE	Conference Expenses	SP		2/1/2012
12-P0021788	1,948.80	THE WESTIN PEACHREE	Other Participant Travel Exp	SP		2/1/2012
12-P0021789	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		2/1/2012
12-P0021790	235.00	CALIF LAND SURVEYORS ASSOC	Advertising	SP		2/1/2012
12-P0021791	195.63	PRO LOOK SPORTS	Instructional Supplies			2/1/2012
12-P0021792	286.24	GUNTHER'S ATHLETIC SVC	Instructional Supplies			2/1/2012
12-P0021793	442.74	WESTERN PSYCHOLOGICAL SVCS	Non-Instructional Supplies	SP		2/1/2012
12-P0021794	508.68	RIVERSIDE PUB COM	Non-Instructional Supplies	SP		2/1/2012
12-P0021796	695.42	INTERNATIONAL DIVERSIFIED MARKETING, INC.	Instructional Supplies	SP		2/1/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021797	250.00	CALIF ASSOC FOR MICROENTERPRISE OPPORTUNITY	Inst Dues & Memberships	SP		2/1/2012
12-P0021798	5,315.00	CLASSIC PARTY RENTALS	Rental-Equipment (Short-term)	SP		2/1/2012
12-P0021799	999.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		2/1/2012
12-P0021800	2,400.00	AMAZON COM	Library Books	SP		2/1/2012
12-P0021801	500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			2/1/2012
12-P0021802	642.00	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib			2/1/2012
12-P0021803	64.60	PDR DISTRIBUTION LLC	Books, Mags & Ref Mat, Non-Lib	SP		2/1/2012
12-P0021804	156.86	KLAI-CO INDENTIFICATION PRODUCT INC	Instructional Supplies	SP		2/1/2012
12-P0021805	103.23	MIDWEST LIBRARY SVC	Library Books	SP		2/1/2012
12-P0021806	222.18	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		2/1/2012
12-P0021807	8,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		2/1/2012
* 12-P0021808	1,048.29	APPLE COMPUTER INC	Instructional Supplies	SP		2/1/2012
12-P0021809	12,409.20	DELL COMPUTER	Equipment - Federal Progs >200	SP		2/1/2012
12-P0021810	40,665.13	CITY OF SANTA ANA	Sites - Licenses, Fees & Taxes	SP	BOND	2/1/2012
12-P0021811	300.00	WOODWARD'S ACE HARDWARE	Non-Instructional Supplies			2/1/2012
12-P0021812	686.00	OC CHILDREN'S THERAPUTIC ART CTR	Rental - Facility (Short-term)	SP		2/1/2012
12-P0021813	2,000.00	UNISAN PRODUCTS	Non-Instructional Supplies			2/1/2012
12-P0021814	2,380.97	IMMEL DESIGN INC	Contracted Services	SP		2/1/2012
12-P0021815	630.00	SIGNATURE FLOORING INC	Contracted Services	SP		2/1/2012
12-P0021817	1,288.00	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000	SP		2/2/2012
12-P0021818	1,298.56	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		2/2/2012
12-P0021819	6,580.72	XPEDX PAPER CO	Instructional Supplies	SP		2/2/2012
12-P0021820	5,576.06	RYDIN DECAL	Non-Instructional Supplies	SP		2/2/2012
12-P0021821	102.36	SADDLEBACK GOLF CARS	Instructional Supplies			2/2/2012
12-P0021822	350.00	CCID COMMUNITY COLLEGES FOR	Conference Expenses	SP		2/2/2012
12-P0021823	336.91	ARBOR SCIENTIFIC	Instructional Supplies	SP		2/2/2012
* 12-P0021824	802.42	PASCO SCIENTIFIC	Instructional Supplies	SP		2/2/2012
12-P0021825	340.45	SANDY BOYD INC	Contracted Repair Services			2/3/2012
12-P0021826	255.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			2/3/2012
12-P0021827	2,218.44	AMERICAN FENCE	Rental - Other (Short-term)			2/3/2012
12-P0021828	2,177.00	ORKIN PEST CONTROL	Contracted Services	SP		2/3/2012
12-P0021829	341.29	SNAP ON EQUIPMENT	Contracted Repair Services			2/3/2012
12-P0021830	1,743.00	CONTROL AIR CONDITIONING CORP	Contracted Services			2/3/2012
12-P0021831	23,000.00	FRANKLIN AIR CONDITIONING	Building Improvements	SP		2/3/2012
12-P0021832	3,000.00	KILALA MEDIA CORP	Contracted Services	SP		2/3/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021833	432.50	LOBBY TRAFFIC SYSTEMS INC	Contracted Repair Services			2/3/2012
12-P0021834	531.75	XEROX CORP	Excess/Copies Useage			2/3/2012
12-P0021835	1,000.00	MACHINING TIME SAVERS, INC.	Contracted Repair Services	SP		2/3/2012
12-P0129326	15,000.00	MERRITT COLLEGE	Contracted Services	SP		1/4/2012
12-P0129328	5,000.00	DELHI CENTER	Contracted Services	SP		1/5/2012
12-P0129329	10,000.00	LATINO HEALTH ACCESS	Contracted Services	SP		1/5/2012
12-P0129330	7,500.00	CANADA COLLEGE	Contracted Services	SP		1/12/2012
12-P0129331	323,000.00	REGENTS OF THE UNIV OF CALIF	Contracted Services	SP		1/12/2012
* 12-P0129332	543.60	XEROX CORP	Excess/Copies Useage			1/25/2012
12-P0129333	25.32	XEROX CORP	Excess/Copies Useage	SP		1/25/2012
* 12-P0129334	1,187.94	XEROX CORP	Excess/Copies Useage			1/25/2012
* 12-P0129335	10,000.00	SADDLEBACK COLLEGE	Contracted Services	SP		2/3/2012
* 12-P0129336	8,000.00	COACHELLA VALLEY ECONOMIC PARTNERSHIP	Contracted Services	SP		2/3/2012
12-P0129337	17,000.00	CALIF NARCOTICS CANINE ASSOC	Instructional Agrmt - Salary			2/3/2012
12-PO129172	4,200.00	GARCIA ALBERTO	Maint/Oper Service Agreements			1/13/2012

Grand Total: \$ 12,744,348.44

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 18, 2011 THROUGH FEBRUARY 3, 2012
BOARD MEETING OF FEBRUARY 27, 2012**

P.O. #	Amount	Description	Department	Comment
12-BP000258	\$2,406,180.00	College Avenue Street Alignment, Cul-de-sac and Parking Lot Expansion project at Santa Ana College	DO-Facility Planning	Bid #1179 Board approved: January 17, 2012
12-BP000259	\$5,152,820.00	Soccer Field and Football Facilities project at Santa Ana College	DO-Facility Planning	Bid #1179 Board approved: January 17, 2012
12-P0021448	\$129,000.00	Professional services to provide interpreting services as needed for disabled students at Santa Ana College	SAC-DSPS	Board approved: July 25, 2011
12-P0021454	\$50,685.04	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: May 27, 2008
12-P0021455	\$16,226.05	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: November 19, 2007
12-P0021457	\$30,832.75	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: January 22, 2008
12-P0021459	\$23,007.60	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: April 7, 2008
12-P0021460	\$22,408.85	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: May 27, 2008
12-P0021461	\$26,001.95	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: February 4, 2008
12-P0021462	\$40,677.75	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: November 19, 2007

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 18, 2011 THROUGH FEBRUARY 3, 2012
BOARD MEETING OF FEBRUARY 27, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0021465	\$102,683.00	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: May 12, 2008
12-P0021466	\$36,742.80	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: December 10, 2007
12-P0021468	\$38,315.25	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: February 4, 2008
12-P0021469	\$21,033.30	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: November 19, 2007
12-P0021524	\$23,000.00	Spring 2012 book vouchers for EOPS students	SCC-EOPS	
12-P0021535	\$48,515.00	Insurance costs related to the close out of Science Building project at Santiago Canyon College	DO-Facility Planning	Board approved: September 11, 2006
12-P0021539	\$23,235.97	Smartboard system and related components	CEC-English	Received Quotations: 1) *Intelli-Tech 2) California Western Visuals 3) Troxell Communications *Successful Bidder
12-P0021540	\$24,377.99	Dell computers and related components for the Inmate Program	CEC	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27164 Board approved: November 16, 2009

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 18, 2011 THROUGH FEBRUARY 3, 2012
BOARD MEETING OF FEBRUARY 27, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0021545	\$15,000.00	Installments to purchase and install a relocatable child care facility for Centennial Education Center as part of the Child Care Facilities revolving fund program (ECS 8278.3)	DO-CDS	Board approved: February 19, 2002
12-P0021604	\$89,451.00	Subcontract agreement related to Early Headstart Expansion grant	DO-CDS	Board approved: October 24, 2011
12-P0021626	\$20,330.75	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: May 10, 2010
12-P0021628	\$17,813.60	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: December 10, 2007
12-P0021630	\$38,545.45	Instructional hours for Fire Technology training for Summer 2011	SAC-Fire Technology	Board approved: January 22, 2008
12-P0021631	\$39,600.00	Additional architectural services including civil engineering and construction administration services related to the Infrastructure projects at Santiago Canyon College	DO-Facility Planning	Board approved: January 17, 2012
12-P0021633	\$30,000.00	DSA fees for approval of plans and specifications related to the Improvement of Dunlap Hall project at Santa Ana College	DO-Facility Planning	
12-P0021635	\$20,640.00	DSA fees related to the Perimeter Site Improvements project at Santa Ana College	DO-Facility Planning	

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 18, 2011 THROUGH FEBRUARY 3, 2012
BOARD MEETING OF FEBRUARY 27, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0021662	\$56,000.00	Consulting services related to local redevelopment agency project (Phase III) research	DO-Business Operations/Fiscal Svcs	Board approved: January 17, 2012
12-P0021693	\$17,500.00	CATIA V5 software license	SAC-Business	Received Quotations: 1) *Engineering.com 2) Ascendbridge 3) ANX 4) Global Vision Tech *Successful Bidder
12-P0021725	\$15,677.64	Installation of (321) Wireless Access Point (WAP) on existing ceilings within Santa Ana College	ITS	Received Quotations: 1) *D4 Solutions, Inc. 2) Accuvant *Successful Bidder
12-P0021727	\$15,000.00	Consulting services related to Health & Welfare as part of MediCare Part D program	DO-Risk Management	Board approved: March 26, 2007
12-P0021732	\$25,000.00	Sponsor fee for Women Business Owners Conference 2012	SBDC-Business Entrepreneurship Center	
12-P0021738	\$92,053.00	Spring/Summer 2012 book vouchers for EOPS students	SAC-EOPS	
12-P0021741	\$2,905,424.11	District-Wide Video Surveillance Security System, installation and integration project	ITS	Bid #1183 Board approved: January 17, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM DECEMBER 18, 2011 THROUGH FEBRUARY 3, 2012
BOARD MEETING OF FEBRUARY 27, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0021810	\$40,665.13	Encroachment permit fee and plan check fees related to Martha Lane and 15th Street Improvement projects	DO-Facility Planning	
12-P0021831	\$23,000.00	Replacement of existing compressor #3, evaporator coil and condenser coil at the District office	DO-Facility Planning	Received Quotations: 1) *Franklin Air Conditioning & Heating Co, Inc. 2) Control Air Conditioning Service Corp 3) Weatherite *Successful Bidder
12-P0129326	\$15,000.00	Grant sub-agreement with Merritt College for the implementation of Faculty Entrepreneurs Project (FEP), Grant #10-172-055	DO-Educational Services	Board approved: July 25, 2011
12-P0129331	\$323,000.00	GEAR UP IV Grant #P334A090134, Year III	SAC-Student Services	Board approved: December 5, 2011
12-P0129337	\$17,000.00	Instructional agreement for peace officer training seminars	CJTC	Board approved: July 25, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: February 27, 2012
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>1. Matriculation - Credit (SAC and SCC) First Principal Apportionment (P1) allocation from the California Community Colleges Chancellor's Office to support activities related to outreach, admission, placement, and retention of students. (11/12)</p> <p>SAC \$46,726 SCC \$19,233 Contribution to District Research \$810</p>	1/3/2012	\$65,959
<p>2. Matriculation - Noncredit (CEC) First Principal Apportionment (P1) allocation 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. (11/12)</p> <p>CEC \$66,363 OEC \$0 (provided P1 allocation to CEC) Contribution to District Research \$910</p>	1/3/2012	\$66,363
<p>3. NOCCCD – Digital Media Support Grant (SAC) Funds from the California Community Colleges Chancellor's Office, through North Orange County Community College District, to improve digital media programs. (11/12)</p>	7/1/2011	\$2,500
<p>4. NSF – Fullerton Mathematics Teacher and Master Teacher Fellows Project (FULL MT²) – Year 2 (SAC) Sub-award of second year of a six-year grant to California State University Fullerton from the National Science Foundation that includes Santa Ana College as sub-recipient for a collaborative program. SAC will emphasize STEM outreach and teacher recruitment for early college students at SAC. (11/12)</p>	1/24/2012	\$20,000

Fiscal Impact: \$171,186	Board Date: February 27, 2012
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

- | | | |
|--|----------|----------|
| 5. NSF - Teachers Assisting Students to Excel in Mathematics
(TASEL-M) – Year 3 (SAC) | 2/1/2012 | \$16,364 |
|--|----------|----------|
- Sub-award of final year of a three-year grant to California State University-Fullerton from the National Science Foundation that includes Santa Ana college as collaborative partner. SAC will assist in the design of remedial mathematics courses and provide faculty development on new pedagogical best practices. (11/12)

RECOMMENDATION

It is recommended that the board approve these items 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: \$171,186	Board Date: February 27, 2012
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTA ANA COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: Sara Lundquist

Adv. Apprtmt @ 70.84%: 899,178

(+) P1 Allocation: 46,726

SAC Allocation: 945,904

To DO-Research: (16,204)

SAC Matriculation = 929,700

Rev. Date: 02/16/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2411	000000	10000	8629	Other Gen Categorical Apport : Santa Ana Coll		179,607		195,795		16,188
12	2411	620000	19205	2130	Classified Employees : A&R Office - Credit Rivero, Claudia @ 85% 1B-12B Barela, Gloria @ 50% 1B-12B	78,914		82,518		3,604	
12	2411	620000	19205	2310	Classified Employees - Ongoing : A&R Office - Nguyen, Hung AR Tech Specialist @ 67%	15,650		17,535		1,885	
12	2411	620000	19205	2320	Classified Employees - Hourly : A&R Office -	29,995		38,087		8,092	
12	2411	620000	19205	3215	PERS - Non-Instructional : A&R Office - Credi	14,200		15,089		889	
12	2411	620000	19205	3315	OASDHI - Non-Instructional : A&R Office - Cre	7,836		8,678		842	
12	2411	620000	19205	3325	Medicare - Non-Instructional : A&R Office - C	1,833		2,029		196	
12	2411	620000	19205	3415	H & W - Non-Instructional : A&R Office - Cred	21,312		21,312		0	
12	2411	620000	19205	3435	H & W - Retiree Fund Non-Inst : A&R Office -	1,264		1,400		136	
12	2411	620000	19205	3515	SUI - Non-Instructional : A&R Office - Credit	2,035		2,253		218	
12	2411	620000	19205	3615	WCI - Non-Instructional : A&R Office - Credit	3,033		3,359		326	
12	2411	620000	19205	3915	Other Benefits - Non-Instruct : A&R Office -	1,823		1,823		0	
12	2411	620000	19205	4610	Non-Instructional Supplies : A&R Office - Cre	1,712		1,712		0	
Project Director: Mark Liang											
					2411 Total - Matriculation - Admission	179,607	179,607	195,795	195,795	16,188	16,188

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Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2412	000000	10000	8629	Other Gen Categorical Apport : Santa Ana Coll		393,041		413,107		20,066
12	2412	493010	15320	1110	Contract Instructors : Counseling Instruction Nguyen, Thu Van @ 20% eff SP12	0		10,713		10,713	
12	2412	493010	15320	3111	STRS - Instructional : Counseling Instruction	0		884		884	
12	2412	493010	15320	3321	Medicare - Instructional : Counseling Instruction	0		157		157	
12	2412	493010	15320	3411	H & W - Non-Instructional : Counseling Instruction	0		2,178		2,178	
12	2412	493010	15320	3431	H & W - Retiree Fund Inst : Counseling Instruction	0		108		108	
12	2412	493010	15320	3511	SUI - Instructional : Counseling Instruction	0		174		174	
12	2412	493010	15320	3611	WCI - Instructional : Counseling Instruction	0		260		260	
12	2412	493010	15320	3911	Other Benefits - Instructional : Counseling Instruction	0		125		125	
12	2412	631000	15310	1230	Contract Counselors : Counseling Nguyen, Thu Van @ 100% 1A-6A; 80% 7A-12A Robledo, Reymundo @ 100% 1A-12A Brown, Angela @ 100% 1A-12A *Factor in transfer to BFAP	265,309		259,969			5,340
12	2412	631000	15310	1430	Part-time Counselors : Counseling	10,849		2,000			8,849
12	2412	631000	15310	1433	Beyond Contract - Counselors : Counseling	0		2,713		2,713	
12	2412	631000	15310	1434	Int/Sum Beyond Contr-Counselor : Counseling	0		14,590		14,590	
12	2412	631000	15310	1435	Int/Sum - Counselors,Part-Time : Counseling	0		873		873	
12	2412	631000	15310	2130	Classified Employees : Counseling	4,840		4,840		0	
12	2412	631000	15310	2320	Classified Employees - Hourly : Counseling Lopez Ediss, Christine @ \$15.80/hr Franco, Mark @ \$20.16/hr	5,558		9,366		3,808	
12	2412	631000	15310	3115	STRS - Non-Instructional : Counseling	22,783		23,112		329	
12	2412	631000	15310	3215	PERS - Non-Instructional : Counseling	127		1,023		896	

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
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SAC Matriculation = 929,700

Rev. Date: 02/16/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2412	631000	15310	3315	OASDHI - Non-Instructional : Counseling	369		881		512	
12	2412	631000	15310	3325	Medicare - Non-Instructional : Counseling	4,129		4,319		190	
12	2412	631000	15310	3335	PARS - Non-Instructional : Counseling	0		14		14	
12	2412	631000	15310	3415	H & W - Non-Instructional : Counseling	60,869		56,216			4,653
12	2412	631000	15310	3435	H & W - Retiree Fund Non-Inst : Counseling	2,848		2,978		130	
12	2412	631000	15310	3515	SUI - Non-Instructional : Counseling	4,507		4,717		210	
12	2412	631000	15310	3615	WCI - Non-Instructional : Counseling	6,834		7,148		314	
12	2412	631000	15310	3915	Other Benefits - Non-Instruct : Counseling	3,750		3,480			270
12	2412	631000	15310	4610	Non-Instructional Supplies : Counseling	200		200		0	
12	2412	631000	15310	5940	Reproduction/Printing Expenses : Counseling	69		69		0	
Project Director: Micki Bryant					2412 Total - Matriculation - Advisement/Counseling	393,041	393,041	413,107	413,107	39,178	39,178

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
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Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2413	000000	10000	8629	Other Gen Categorical Apport : Santa Ana Coll		17,296		13,535	3,761	
12	2413	649000	19100	4610	Non-Instructional Supplies : Student Services	6,736		3,500			3,236
12	2413	649000	19100	4710	Food and Food Service Supplies : Student Serv	250		1,500		1,250	
12	2413	649000	19100	5220	Mileage/Parking Expenses : Student Services Off	100		200		100	
12	2413	649000	19100	5300	Inst Dues & Memberships : Student Services Of	300		300			0
12	2413	649000	19100	5940	Reproduction/Printing Expenses : Student Serv	350		350			0
12	2413	649000	19100	5950	Software License and Fees : Student Services	0		200		200	
12	2413	649000	19100	6419	Equip/Software - >\$200 <\$1,000 : Student Services	0		665		665	
12	2413	649000	19550	2310	Classified Employees - Ongoing : Scholarships	3,676		0			3,676
12	2413	649000	19550	2320	Classified Employees - Hourly : Scholarships Office	0		4,215		4,215	
12	2413	649000	19550	3215	PERS - Non-Instructional : Scholarships Offic	419		0			419
12	2413	649000	19550	3315	OASDHI - Non-Instructional : Scholarships Off	228		0			228
12	2413	649000	19550	3335	PARS - Non-Instructional : Scholarships Offic	0		56		56	
12	2413	649000	19550	3325	Medicare - Non-Instructional : Scholarships O	53		61		8	
12	2413	649000	19550	3435	H & W - Retiree Fund Non-Inst : Scholarships	37		42		5	
12	2413	649000	19550	3515	SUI - Non-Instructional : Scholarships Office	59		68		9	
12	2413	649000	19550	3615	WCI - Non-Instructional : Scholarships Office	88		101		13	
12	2413	675000	19100	5210	Conference Expenses : Student Services Office	5,000		2,277			2,723
Project Director: Sara Lundquist					2413 Total -Matriculation - Coordination/Training	17,296	17,296	13,535	13,535	10,282	10,282

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
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PROJ ADM: Sara Lundquist

Adv. Apprtmt @ 70.84%: 899,178

(+) P1 Allocation: 46,726

SAC Allocation: 945,904

To DO-Research: (16,204)

SAC Matriculation = 929,700

Rev. Date: 02/16/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2415	000000	10000	8629	Other Gen Categorical Apport : Santa Ana Coll		159,850		170,374		10,524
12	2415	649000	19615	2130	Classified Employees : Orientation/Coord/Trai Ruiz, Luisa @ 50% 1B-12B Marquez, Daniel @ 100% 1B-12B Garcia, Paula @ 25% 1B-12B	96,392		102,272		5,880	
12	2415	649000	19615	3215	PERS - Non-Instructional : Orientation/Coord/	10,989		11,171		182	
12	2415	649000	19615	3315	OASDHI - Non-Instructional : Orientation/Coor	6,123		6,487		364	
12	2415	649000	19615	3325	Medicare - Non-Instructional : Orientation/Co	1,432		1,517		85	
12	2415	649000	19615	3415	H & W - Non-Instructional : Orientation/Coord	29,742		29,719			23
12	2415	649000	19615	3435	H & W - Retiree Fund Non-Inst : Orientation/C	987		1,046		59	
12	2415	649000	19615	3515	SUI - Non-Instructional : Orientation/Coord/T	1,590		1,685		95	
12	2415	649000	19615	3615	WCI - Non-Instructional : Orientation/Coord/T	2,370		2,511		141	
12	2415	649000	19615	3915	Other Benefits - Non-Instruct : Orientation/C	2,363		2,363		0	
12	2415	649000	19615	4710	Food and Food Service Supplies : Orientation/	37		37		0	
12	2415	649000	19615	5966	Transportation - Student : Orientation/Coord/	7,825		11,566		3,741	
Project Director: Lilia Tanakeyowma					2415 Total - Matriculation - Orientation	159,850	159,850	170,374	170,374	10,547	10,547

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Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2416	000000	10000	8629	Other Gen Categorical Apport : Santa Ana Coll		17,593		17,593		0
12	2416	632000	19510	1454	Int/Sum Beyond Contr-Coordinat : Assessment	6,082		6,082		0	
12	2416	632000	19510	2320	Classified Employees - Hourly : Assessment	0		1,000		1,000	
12	2416	632000	19510	3115	STRS - Non-Instructional : Assessment	502		502		0	
12	2416	632000	19510	3325	Medicare - Non-Instructional : Assessment	88		103		15	
12	2416	632000	19510	3335	PARS - Non-Instructional : Assessment	0		13		13	
12	2416	632000	19510	3435	H & W - Retiree Fund Non-Inst : Assessment	62		71		9	
12	2416	632000	19510	3515	SUI - Non-Instructional : Assessment	98		114		16	
12	2416	632000	19510	3615	WCI - Non-Instructional : Assessment	146		170		24	
12	2416	632000	19510	4610	Non-Instructional Supplies : Assessment	1,600		1,600		0	
12	2416	632000	19510	5220	Mileage/Parking Expenses : Assessment	250		250		0	
12	2416	632000	19510	5630	Maint Contract - Office Equip : Assessment	1,070		1,070		0	
12	2416	632000	19510	5845	Excess/Copies Usage : Assessment	95		95		0	
12	2416	632000	19510	5950	Software License and Fees : Assessment	7,600		6,523			1,077
Project Director: Micki Bryant					2416 Total - Matriculation - Skills Assessment	17,593	17,593	17,593	17,593	1,077	1,077

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
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Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2417	000000	10000	8629	Other Gen Categorical Apport : Santa Ana Coll		116,211		119,296		3,085
12	2417	150100	15380	1310	Part-Time Instructors : Fresh Exp/Learning Co	4,490		0			4,490
12	2417	150100	15380	1483	Beyond Contr - Reassigned Time : Fresh Exp/Le	5,390		9,880		4,490	
12	2417	150100	15380	3111	STRS - Instructional : Fresh Exp/Learning Com	815		0			815
12	2417	150100	15380	3115	STRS - Non-Instructional : Fresh Exp/Learning	0		815		815	
12	2417	150100	15380	3321	Medicare - Instructional : Fresh Exp/Learning	143		0			143
12	2417	150100	15380	3325	Medicare - Non-Instructional : Fresh Exp/Lear	0		143		143	
12	2417	150100	15380	3431	H & W - Retiree Fund Inst : Fresh Exp/Learnin	100		0			100
12	2417	150100	15380	3435	H & W - Retiree Fund Non-Inst : Fresh Exp/Lea	0		99		99	
12	2417	150100	15380	3511	SUI - Instructional : Fresh Exp/Learning Comm	159		0			159
12	2417	150100	15380	3515	SUI - Non-Instructional : Fresh Exp/Learning	0		159		159	
12	2417	150100	15380	3611	WCI - Instructional : Fresh Exp/Learning Comm	237		0			237
12	2417	150100	15380	3615	WCI - Non-Instructional : Fresh Exp/Learning	0		237		237	
12	2417	499900	15380	1483	Beyond Contr - Reassigned Time : Fresh Exp/Le	20,423		21,557		1,134	
12	2417	499900	15380	3115	STRS - Non-Instructional : Fresh Exp/Learning	1,685		1,778		93	
12	2417	499900	15380	3325	Medicare - Non-Instructional : Fresh Exp/Lear	296		313		17	
12	2417	499900	15380	3435	H & W - Retiree Fund Non-Inst : Fresh Exp/Lea	204		216		12	
12	2417	499900	15380	3515	SUI - Non-Instructional : Fresh Exp/Learning	329		347		18	
12	2417	499900	15380	3615	WCI - Non-Instructional : Fresh Exp/Learning	490		517		27	
12	2417	633000	15310	5880	Internet Services : Counseling	3,899		3,899		0	
12	2417	633000	15310	5950	Software License and Fees : Counseling	2,700		2,700		0	
12	2417	633000	15350	1430	Part-Time Counselors : Transfer Center	4,462		4,462		0	
12	2417	633000	15350	1433	Beyond Contract - Counselors : Transfer Cente	9,131		9,340		209	
12	2417	633000	15350	1434	Int/Sum Beyond Contr-Counselor : Transfer Cen	1,513		1,211			302
12	2417	633000	15350	1454	Int/Sum Beyond Contr-Coordinat : Transfer Cen	6,078		6,078		0	

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTA ANA COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: Sara Lundquist

Adv. Apprtmt @ 70.84%: 899,178

(+) P1 Allocation: 46,726

SAC Allocation: 945,904

To DO-Research: (16,204)

SAC Matriculation = 929,700

Rev. Date: 02/16/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2417	633000	15350	1480	Part-Time Reassigned Time : Transfer Center	1,626		1,626		0	
12	2417	633000	15350	3115	STRS - Non-Instructional : Transfer Center	1,882		1,874			8
12	2417	633000	15350	3325	Medicare - Non-Instructional : Transfer Cente	331		329			2
12	2417	633000	15350	3435	H & W - Retiree Fund Non-Inst : Transfer Cent	228		228		0	
12	2417	633000	15350	3515	SUI - Non-Instructional : Transfer Center	367		367		0	
12	2417	633000	15350	3615	WCI - Non-Instructional : Transfer Center	548		545			3
12	2417	633000	15350	4610	Non-Instructional Supplies : Transfer Center	250		250		0	
12	2417	633000	15350	4710	Food and Food Service Supplies : Transfer Cen	900		900		0	
12	2417	633000	15350	5300	Inst Dues & Memberships : Transfer Center	50		50		0	
12	2417	633000	15350	5940	Reproduction/Printing Expenses : Transfer Cen	91		91		0	
12	2417	633000	15350	5966	Transportation - Student : Transfer Center	1,450		1,450		0	
12	2417	633000	15360	1454	Int/Sum Beyond Contr-Coordinat : ULINK	3,037		3,037		0	
12	2417	633000	15360	3115	STRS - Non-Instructional : ULINK	251		251		0	
12	2417	633000	15360	3325	Medicare - Non-Instructional : ULINK	44		44		0	
12	2417	633000	15360	3435	H & W - Retiree Fund Non-Inst : ULINK	30		30		0	
12	2417	633000	15360	3515	SUI - Non-Instructional : ULINK	49		49		0	
12	2417	633000	15360	3615	WCI - Non-Instructional : ULINK	73		73		0	
12	2417	633000	15360	4610	Non-Instructional Supplies : ULINK	1,500		1,500		0	
12	2417	633000	15360	4710	Food and Food Service Supplies : ULINK	1,000		1,000		0	
12	2417	633000	15360	5904	Other Participant Prog Svc/Exp : ULINK	250		250		0	
12	2417	633000	15370	1454	Int/Sum Beyond Contr-Coordinat : Puente	3,037		3,037		0	
12	2417	633000	15370	3115	STRS - Non-Instructional : Puente	251		251		0	
12	2417	633000	15370	3325	Medicare - Non-Instructional : Puente	44		44		0	
12	2417	633000	15370	3435	H & W - Retiree Fund Non-Inst : Puente	30		30		0	
12	2417	633000	15370	3515	SUI - Non-Instructional : Puente	49		49		0	

P1 Revised Budget

Prepared by: Maria Gil

Board Approved: February 27, 2012

Accountant: JoJo Penning

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTA ANA COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: Sara Lundquist

Adv. Apprtmt @ 70.84%: 899,178

(+) P1 Allocation: 46,726

SAC Allocation: 945,904

To DO-Research: (16,204)

SAC Matriculation = 929,700

Rev. Date: 02/16/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2417	633000	15370	3615	WCI - Non-Instructional : Puente	73		73		0	
12	2417	633000	15370	4610	Non-Instructional Supplies : Puente	531		1,413		882	
12	2417	633000	15370	4710	Food and Food Service Supplies : Puente	1,420		1,542		122	
12	2417	633000	15370	5966	Transportation - Student : Puente	2,979		1,975			1,004
12	2417	634000	15390	4210	Books, Mags & Ref Mat, Non-Lib : Career Couns	523		1,450		927	
12	2417	634000	15390	5880	Internet Services : Career Counseling Center	172		172		0	0
12	2417	634000	15390	5950	Software License and Fees : Career Counseling	3,770		3,770		0	0
12	2417	647000	19540	2130	Classified Employees : Job/Career Placement Arrendondo, Sandra @ 18% 7/1/11-9/12/11 @ 50% eff. 9/13/11; 10 mth position	20,665		21,451		786	
12	2417	647000	19540	3215	PERS - Non-Instructional : Job/Career Placeme	2,356		2,343			13
12	2417	647000	19540	3315	OASDHI - Non-Instructional : Job/Career Place	1,312		1,360		48	
12	2417	647000	19540	3325	Medicare - Non-Instructional : Job/Career Pla	307		318		11	
12	2417	647000	19540	3415	H & W - Non-Instructional : Job/Career Placem	41		41		0	
12	2417	647000	19540	3435	H & W - Retiree Fund Non-Inst : Job/Career Pl	212		219		7	
12	2417	647000	19540	3515	SUI - Non-Instructional : Job/Career Placemen	340		353		13	
12	2417	647000	19540	3615	WCI - Non-Instructional : Job/Career Placemen	508		527		19	
12	2417	647000	19540	3915	Other Benefits - Non-Instruct : Job/Career Pl	490		490		0	
12	2417	675000	15350	5210	Conference Expenses : Transfer Center	600		693		93	
Project Director: Micki Bryant					2417 Total - Matriculation - Student Follow-up	116,211	116,211	119,296	119,296	10,361	10,361

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTA ANA COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: Sara Lundquist

Adv. Apptmt @ 70.84%: 899,178

(+) P1 Allocation: 46,726

SAC Allocation: 945,904

To DO-Research: (16,204)

SAC Matriculation = 929,700

Rev. Date: 02/16/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
					Total - SAC Matriculation	883,598	883,598	929,700	929,700	87,633	87,633

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: John Hernandez

Adv. Apprtmt @ 29.16%: 370,131

PROJ DIR: Ruth Babeshoff

(+) P1 Allocation: 19,233

SCC Allocation: 389,364

Rev. Date: 02/06/2012

To DO-Research: (5,106)

SCC Matriculation = 384,258

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2411	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyo		15,508		15,530		22
12	2411	620000	29100	2320	Classified Employees - Hourly : Admissions	6,000		6,000		0	
12	2411	620000	29100	3215	PERS - Non-Instructional : Counseling	684		655			29
12	2411	620000	29100	3315	OASDHI - Non-Instructional : Counseling	372		372		0	
12	2411	620000	29100	3325	Medicare - Non-Instructional : Admissions & R	87		87		0	
12	2411	620000	29100	3435	H & W - Retiree Fund Non-Inst : Admissions &	60		60		0	
12	2411	620000	29100	3515	SUI - Non-Instructional : Admissions & Record	97		97		0	
12	2411	620000	29100	3615	WCI - Non-Instructional : Admissions & Record	144		144		0	
12	2411	620000	29700	2340	Student Assistants - Hourly : Outreach Kawafuchi, Emily (\$10.75/hr)	4,560		4,560		0	
12	2411	620000	29700	3315	OASDHI - Non-Instructional : Outreach	283		0			283
12	2411	620000	29700	3325	Medicare - Non-Instructional : Outreach	66		0			66
12	2411	620000	29700	3435	H & W - Retiree Fund Non-Inst : Outreach	46		46		0	
12	2411	620000	29700	3615	WCI - Non-Instructional : Outreach	109		109		0	
12	2411	620000	29700	4610	Non-Instructional Supplies : Outreach	200		200		0	
12	2411	620000	29700	4710	Food and Food Service Supplies : Outreach	2,000		2,000		0	
12	2411	620000	29700	5220	Mileage/Parking Expenses : Outreach	500		900		400	
12	2411	620000	29700	5966	Transportation - Student : Outreach	300		300		0	
					2411 Total - Matriculation - Admission	15,508	15,508	15,530	15,530	400	400

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: John Hernandez

Adv. Apprmt @ 29.16%: 370,131

PROJ DIR: Ruth Babeshoff

(+) P1 Allocation: 19,233

SCC Allocation: 389,364

Rev. Date: 02/06/2012

To DO-Research: (5,106)

SCC Matriculation = 384,258

GL Account String					Existing Budget		Revised Budget		Budget Changes (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2412	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyo		140,389		166,458		26,069
12	2412	631000	29325	1430	Part-Time Counselors : Counseling	23,895		33,617		9,722	
12	2412	631000	29325	1433	Beyond Contract - Counselors : Counseling	23,338		30,823		7,485	
12	2412	631000	29325	1434	Int/Sum Beyond Contr-Counselor : Counseling	9,169		28,316		19,147	
12	2412	631000	29325	1435	Int/Sum - Counselors,Part-Time : Counseling	20,045		6,129			13,916
12	2412	631000	29325	2130	Classified Employees : Counseling Diaz, Cecilia @ 71% 1B-12B	24,359		25,872		1,513	
12	2412	631000	29325	3115	STRS - Non-Instructional : Counseling	6,307		8,158		1,851	
12	2412	631000	29325	3215	PERS - Non-Instructional : Counseling	2,777		2,826		49	
12	2412	631000	29325	3315	OASDHI - Non-Instructional : Counseling	1,570		1,663		93	
12	2412	631000	29325	3325	Medicare - Non-Instructional : Counseling	1,476		1,823		347	
12	2412	631000	29325	3335	PARS - Non-Instructional : Counseling	10		10		0	
12	2412	631000	29325	3415	H & W - Non-Instructional : Counseling	4,258		4,258		0	
12	2412	631000	29325	3435	H & W - Retiree Fund Non-Inst : Counseling	1,018		1,257		239	
12	2412	631000	29325	3515	SUI - Non-Instructional : Counseling	1,638		2,024		386	
12	2412	631000	29325	3615	WCI - Non-Instructional : Counseling	2,442		3,017		575	
12	2412	631000	29325	3915	Other Benefits - Non-Instruct : Counseling	958		959		1	
12	2412	631000	29325	4610	Non-Instructional Supplies : Counseling	6,356		6,356		0	
12	2412	631000	29325	5880	Internet Services : Counseling	1,207		1,207		0	
12	2412	631000	29325	5940	Reproduction/Printing Expenses : Counseling	1,663		1,663		0	
12	2412	631000	29325	6410	Equipment - All Other > \$1,000 : Counseling	6,731		5,308			1,423
12	2412	631000	29325	6419	Equip/Software - >\$200 <\$1,000 : Counseling	1,172		1,172		0	
					2412 Total - Matriculation - Advisement/Counseling	140,389	140,389	166,458	166,458	41,408	41,408

6.1 (14)

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: John Hernandez

Adv. Apprtmt @ 29.16%: 370,131

PROJ DIR: Ruth Babeshoff

(+) P1 Allocation: 19,233

SCC Allocation: 389,364

Rev. Date: 02/06/2012

To DO-Research: (5,106)

SCC Matriculation = 384,258

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2413	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyo		48,095		50,074		1,979
12	2413	649000	29700	2130	Classified Employees : Outreach Cervantes, Eduardo @ 71% 1B-12B	34,465		36,198		1,733	
12	2413	649000	29700	3215	PERS - Non-Instructional : Outreach	3,929		3,954		25	
12	2413	649000	29700	3315	OASDHI - Non-Instructional : Outreach	2,196		2,304		108	
12	2413	649000	29700	3325	Medicare - Non-Instructional : Outreach	514		539		25	
12	2413	649000	29700	3415	H & W - Non-Instructional : Outreach	4,258		4,258		0	
12	2413	649000	29700	3435	H & W - Retiree Fund Non-Inst : Outreach	354		372		18	
12	2413	649000	29700	3515	SUI - Non-Instructional : Outreach	570		598		28	
12	2413	649000	29700	3615	WCI - Non-Instructional : Outreach	850		892		42	
12	2413	649000	29700	3915	Other Benefits - Non-Instruct : Outreach	959		959		0	
					2413 Total -Matriculation - Coordination/Training	48,095	48,095	50,074	50,074	1,979	1,979

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: John Hernandez

Adv. Apprtmt @ 29.16%: 370,131

PROJ DIR: Ruth Babeshoff

(+) P1 Allocation: 19,233

SCC Allocation: 389,364

Rev. Date: 02/06/2012

To DO-Research: (5,106)

SCC Matriculation = 384,258

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2415	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyo		6,400		400	6,000	
12	2415	649000	29700	4610	Non-Instructional Supplies : Outreach	400		400		0	
12	2415	732000	29700	7630	Supplies Paid for Students : Outreach	6,000		0			6,000
					2415 Total - Matriculation - Orientation	6,400	6,400	400	400	6,000	6,000

6.1 (16)

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: John Hernandez

Adv. Apprtmt @ 29.16%: 370,131

PROJ DIR: Ruth Babeshoff

(+) P1 Allocation: 19,233

SCC Allocation: 389,364

Rev. Date: 02/06/2012

To DO-Research: (5,106)

SCC Matriculation = 384,258

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2416	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyo		79,981		81,552		1,571
12	2416	632000	29325	4610	Non-Instructional Supplies : Counseling	500		500		0	
12	2416	632000	29325	5630	Maint Contract - Office Equip : Counseling	798		798		0	
12	2416	632000	29325	5950	Software License and Fees : Counseling	2,463		2,463		0	
12	2416	632000	29350	2130	Classified Employees : Testing Center Flores, Theresa @ 100% 1B-12B	50,904		52,726		1,822	
12	2416	632000	29350	2320	Classified Employees - Hourly : Testing Center	880		880		0	
12	2416	632000	29350	3215	PERS - Non-Instructional : Testing Center	5,904		5,855			49
12	2416	632000	29350	3315	OASDHI - Non-Instructional : Testing Center	3,295		3,407		112	
12	2416	632000	29350	3325	Medicare - Non-Instructional : Testing Center	770		797		27	
12	2416	632000	29350	3415	H & W - Non-Instructional : Testing Center	10,456		10,456		0	
12	2416	632000	29350	3435	H & W - Retiree Fund Non-Inst : Testing Cente	531		550		19	
12	2416	632000	29350	3515	SUI - Non-Instructional : Testing Center	855		885		30	
12	2416	632000	29350	3615	WCI - Non-Instructional : Testing Center	1,275		885			390
12	2416	632000	29350	3915	Other Benefits - Non-Instruct : Testing Cente	1,350		1,350		0	
					2416 Total - Matriculation - Skills Assessment	79,981	79,981	81,552	81,552	2,010	2,010

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: John Hernandez

Adv. Apprtmt @ 29.16%: 370,131

PROJ DIR: Ruth Babeshoff

(+) P1 Allocation: 19,233

SCC Allocation: 389,364

Rev. Date: 02/06/2012

To DO-Research: (5,106)

SCC Matriculation = 384,258

GL Account String					Existing Budget		Revised Budget		Budget Changes (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2417	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyo		74,838		70,244	4,594	
12	2417	631000	29320	5950	Software License and Fees : Career Center	5,400		5,201			199
12	2417	633000	29355	2130	Classified Employees : Transfer Center Graham, Song @ 63% eff 7/1/11-8/1/11 Gonzalez, Juan (new hire eff. 9/19/11) @ 63%)	23,319		23,746		427	
12	2417	633000	29355	2320	Classified Employees - Hourly : Transfer Cent Dang, Anh (\$20.16.hr)	10,000		10,000		0	
12	2417	633000	29355	2340	Student Assistants - Hourly : Transfer Center Gomez, Raymond (\$9.50/hr)	1,910		2,442		532	
12	2417	633000	29355	3215	PERS - Non-Instructional : Transfer Center	2,658		2,594			64
12	2417	633000	29355	3315	OASDHI - Non-Instructional : Transfer Center	1,617		1,676		59	
12	2417	633000	29355	3325	Medicare - Non-Instructional : Transfer Cente	523		537		14	
12	2417	633000	29355	3335	PARS - Non-Instructional : Transfer Center	130		130		0	
12	2417	633000	29355	3415	H & W - Non-Instructional : Transfer Center	13,080		7,677			5,403
12	2417	633000	29355	3435	H & W - Retiree Fund Non-Inst : Transfer Cent	360		370		10	
12	2417	633000	29355	3515	SUI - Non-Instructional : Transfer Center	550		557		7	
12	2417	633000	29355	3615	WCI - Non-Instructional : Transfer Center	866		889		23	
12	2417	633000	29355	3915	Other Benefits - Non-Instruct : Transfer Cent	851		851		0	
12	2417	649000	29305	4610	Non-Instructional Supplies : Counseling & Stu	2,456		2,456		0	
12	2417	649000	29305	4710	Food and Food Service Supplies : Counseling &	3,877		3,877		0	
12	2417	649000	29305	5100	Contracted Services : Counseling & Student Su	500		500		0	
12	2417	649000	29305	5220	Mileage/Parking Expenses : Counseling & Stude	1,000		1,000		0	
12	2417	649000	29305	5966	Transportation - Student : Counseling & Stude	800		800		0	
12	2417	675000	29305	5210	Conference Expenses : Counseling & Student Su	4,941		4,941		0	
					2417 Total - Matriculation - Student Follow-up	74,838	74,838	70,244	70,244	5,666	5,666

Revised Budget (P1)

Prepared by: Maria Gil

Board Approved: February 27, 2012

Accountant: JoJo Penning

SPECIAL PROJECT DETAILED BUDGET #2411, 2412, 2413, 2415, 2416, 2417
NAME: MATRICULATION - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/2011 - 06/30/2012

PROJ ADM: John Hernandez

Adv. Apprmt @ 29.16%: 370,131

PROJ DIR: Ruth Babeshoff

(+) P1 Allocation: 19,233

SCC Allocation: 389,364

Rev. Date: 02/06/2012

To DO-Research: (5,106)

SCC Matriculation = 384,258

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
					Grand Total	365,211	365,211	384,258	384,258	57,463	57,463

SPECIAL PROJECT DETAILED BUDGET #2414
NAME: MATRICULATION - RESEARCH (DISTRICT)
FISCAL YEAR: 2011/2012

Contract Period: 7/1/11 - 6/30/12
 Contract Amount: \$ 20,500
 +P1 Allocation: 810
 Total 21,310

PROJ. ADM. NGA PHAM
 PROJ. DIR.

Contribution from SAC: \$ 16,204
 Contribution from SCC: \$ 5,106

Revised Date: 02/15/2012

GL Account					Existing Budget		Revised Budget		Budget Changes (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2414	000000	50000	8629	Other Gen Categorical Apport : District Opera		20,500		21,310		810
12	2414	679000	53340	2130	Classified Employees : Research <i>Gheorghe, Marta Cristina @ 23% 1B-12B</i>	10,370		10,995		625	
12	2414	679000	53340	3215	<i>PERS - Non-Instructional : Research</i>	1,182		1,201		19	
12	2414	679000	53340	3315	<i>OASDHI - Non-Instructional : Research</i>	662		701		39	
12	2414	679000	53340	3325	<i>Medicare - Non-Instructional : Research</i>	155		164		9	
12	2414	679000	53340	3415	<i>H & W - Non-Instructional : Research</i>	4,077		4,077		0	
12	2414	679000	53340	3435	<i>H & W - Retiree Fund Non-Inst : Research</i>	107		113		6	
12	2414	679000	53340	3515	<i>SUI - Non-Instructional : Research</i>	172		182		10	
12	2414	679000	53340	3615	<i>WCI - Non-Instructional : Research</i>	256		271		15	
12	2414	679000	53340	3915	<i>Other Benefits - Non-Instruct : Research</i>	311		311		0	
12	2414	679000	53340	4610	Non-Instructional Supplies : Research	303		390		87	
12	2414	679000	53340	5660	Software Support Service : Research	1,565		1,565		0	
12	2414	679000	53340	5950	Software License and Fees : Research	1,340		1,340		0	
					#2414 - Total Research (credit)	20,500	20,500	21,310	21,310	810	810

SPECIAL PROJECT DETAILED BUDGET #2490
NAME: NON-CREDIT MATRICULATION - CENTENNIAL EDUCATION CENTER
FISCAL YEAR: 2011/2012

Contract Period: 7/1/11 - 6/30/12
 Adv. Apportionment @ 71.42%: 900,528
 (+) P1 Allocation all to CEC: 66,363
 P1 NC Matriculation (CEC): 966,891
 To DO-Research: (16,490)
 Non-Credit Matriculation (CEC)= 950,401

PROJ. ADM. James Kennedy
 PROJ. DIR. Nilo Lipiz

Revised Date: 2/15/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2490	000000	10000	8629	Other Gen Categorical Apport : Santa Ana Coll		884,948		950,401		65,453
12	2490	000000	50000	8629	Other Gen Categorical Apportionment		15,580		19,490		3,910
12	2490	679000	53340	S&B	Classified Employees : Research	15,580		16,490		910	
12	2490	602000	18200	1480	Part-Time Reassigned Time : SAC Continuing Ed	10,641		19,490		8,849	
12	2490	602000	18200	1485	Int/Sum - Reassigned Time, PT : SAC Continuin	2,497		2,497		0	
12	2490	602000	18200	3115	STRS - Non-Instructional : SAC Continuing Ed-	1,084		1,084		0	
12	2490	602000	18200	3325	Medicare - Non-Instructional : SAC Continuing	191		191		0	
12	2490	602000	18200	3335	PARS - Non-Instructional : SAC Continuing Ed-	162		0			162
12	2490	602000	18200	3435	H & W - Retiree Fund Non-Inst : SAC Continuin	132		132		0	
12	2490	602000	18200	3515	SUI - Non-Instructional : SAC Continuing Ed-I	212		212		0	
12	2490	602000	18200	3615	WCI - Non-Instructional : SAC Continuing Ed-I	316		316		0	
12	2490	620000	18100	2130	Classified Employees : Continuing Education Orozco, Christina @ 100% 1B-12B	49,152		49,657		505	
12	2490	620000	18100	2310	Classified Employees - Ongoing : Continuing Puente, Dee; Villa, Mario; Vasquez, Yolanda; Leung, Sharon	42,418		52,074		9,656	
12	2490	620000	18100	2320	Classified Employees - Hourly : Continuing Ed	5,000		5,000		0	
12	2490	620000	18100	3215	PERS - Non-Instructional : Continuing Educati	11,009		11,658		649	
12	2490	620000	18100	3315	OASDHI - Non-Instructional : Continuing Educa	6,071		6,701		630	
12	2490	620000	18100	3325	Medicare - Non-Instructional : Continuing Edu	1,420		1,567		147	
12	2490	620000	18100	3335	PARS - Non-Instructional : Continuing Educati	0		96		96	
12	2490	620000	18100	3415	H & W - Non-Instructional : Continuing Educat	17,874		17,874		0	
12	2490	620000	18100	3435	H & W - Retiree Fund Non-Inst : Continuing Ed	979		1,081		102	
12	2490	620000	18100	3515	SUI - Non-Instructional : Continuing Educatio	1,577		1,740		163	
12	2490	620000	18100	3615	WCI - Non-Instructional : Continuing Educatio	2,350		2,594		244	
12	2490	620000	18100	3915	Other Benefits - Non-Instruct : Continuing Ed	1,350		1,350		0	

P1 Revised Budget
 Prepared by: Maria Gil

Board Approved: February 27, 2012
 Accountant: JoJo Penning

SPECIAL PROJECT DETAILED BUDGET #2490
NAME: NON-CREDIT MATRICULATION - CENTENNIAL EDUCATION CENTER
FISCAL YEAR: 2011/2012

Contract Period: 7/1/11 - 6/30/12
 Adv. Apportionment @ 71.42%: 900,528
 (+) P1 Allocation all to CEC: 66,363
 P1 NC Matriculation (CEC): 966,891
 To DO-Research: (16,490)
 Non-Credit Matriculation (CEC)= **950,401**

PROJ. ADM. James Kennedy
 PROJ. DIR. Nilo Lipiz

Revised Date: 2/15/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2490	620000	18100	5100	Contracted Services : Continuing Education Di	14,000		14,000		0	
12	2490	631000	18100	1230	Contract Counselors : Continuing Education	22,930		0			22,930
12	2490	631000	18100	1430	Part-Time Counselors : Continuing Education Macias, Debbie; Tamayo, Roberto	28,700		28,700		0	
12	2490	631000	18100	1433	Beyond Contract - Counselors : Continuing Edu	43,920		43,920		0	
12	2490	631000	18100	1434	Int/Sum Beyond Contr-Counselor : Continuing E	29,354		29,354		0	
12	2490	631000	18100	1435	Int/Sum - Counselors,Part-Time : Continuing E	32,535		32,753		218	
12	2490	631000	18100	1483	Beyond Contr - Reassigned Time : Continuing E	6,468		6,468		0	
12	2490	631000	18100	2310	Classified Employees - Ongoing : Continuing Barbery, Monika	15,899		16,468		569	
12	2490	631000	18100	2320	Classified Employees - Hourly : Continuing Ed	14,905		14,905		0	
12	2490	631000	18100	3115	STRS - Non-Instructional : Continuing Educati	11,152		11,649		497	
12	2490	631000	18100	3215	PERS - Non-Instructional : Continuing Educati	3,512		3,427			85
12	2490	631000	18100	3315	OASDHI - Non-Instructional : Continuing Educa	1,910		1,945		35	
12	2490	631000	18100	3325	Medicare - Non-Instructional : Continuing Edu	2,407		2,502		95	
12	2490	631000	18100	3335	PARS - Non-Instructional : Continuing Educati	113		113		0	
12	2490	631000	18100	3415	H & W - Non-Instructional : Continuing Educat	4,682		12,437		7,755	
12	2490	631000	18100	3435	H & W - Retiree Fund Non-Inst : Continuing Ed	1,660		1,726		66	
12	2490	631000	18100	3515	SUI - Non-Instructional : Continuing Educatio	2,671		2,778		107	
12	2490	631000	18100	3615	WCI - Non-Instructional : Continuing Educatio	3,983		4,142		159	
12	2490	631000	18100	3915	Other Benefits - Non-Instruct : Continuing Ed	380		0			380
12	2490	632000	18100	2130	Classified Employees : Continuing Education Lopez-Galacia, Jorge @ 100% 1B-12B	36,924		39,178		2,254	
12	2490	632000	18100	2320	Classified Employees - Hourly : Continuing Ed	2,045		2,045		0	
12	2490	632000	18100	3215	PERS - Non-Instructional : Continuing Educati	4,443		4,503		60	
12	2490	632000	18100	3315	OASDHI - Non-Instructional : Continuing Educa	2,500		2,640		140	

SPECIAL PROJECT DETAILED BUDGET #2490
NAME: NON-CREDIT MATRICULATION - CENTENNIAL EDUCATION CENTER
FISCAL YEAR: 2011/2012

Contract Period: 7/1/11 - 6/30/12
 Adv. Apportionment @ 71.42%: 900,528
 (+) P1 Allocation all to CEC: 66,363
 P1 NC Matriculation (CEC): 966,891
 To DO-Research: (16,490)
 Non-Credit Matriculation (CEC)= 950,401

PROJ. ADM. James Kennedy
 PROJ. DIR. Nilo Lipiz

Revised Date: 2/15/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2490	632000	18100	3325	Medicare - Non-Instructional : Continuing Edu	585		617		32	
12	2490	632000	18100	3415	H & W - Non-Instructional : Continuing Educat	12,418		12,437		19	
12	2490	632000	18100	3435	H & W - Retiree Fund Non-Inst : Continuing Ed	403		426		23	
12	2490	632000	18100	3515	SUI - Non-Instructional : Continuing Educatio	649		685		36	
12	2490	632000	18100	3615	WCI - Non-Instructional : Continuing Educatio	968		1,022		54	
12	2490	632000	18100	3915	Other Benefits - Non-Instruct : Continuing Ed	1,350		1,350		0	
12	2490	632000	18100	4610	Non-Instructional Supplies : Continuing Educa	27,665		27,665		0	
12	2490	632000	18100	4710	Food and Food Service Supplies : Continuing E	1,000		1,000		0	
12	2490	632000	18100	5100	Contracted Services : Continuing Education Di	1,000		1,000		0	
12	2490	632000	18100	5220	Mileage/Parking Expenses : Continuing Educati	1,000		1,000		0	
12	2490	632000	18100	5610	Lease Agreement - Equipment : Continuing Educ	10,000		10,000		0	
12	2490	632000	18100	5630	Maint Contract - Office Equip : Continuing Ed	2,000		2,000		0	
12	2490	632000	18100	5800	Advertising : Continuing Education Division	6,500		6,500		0	
12	2490	632000	18100	5845	Excess/Copies Usage : Continuing Education D	6,500		6,500		0	
12	2490	632000	18100	5925	Postage : Continuing Education Division	1,000		1,000		0	
12	2490	632000	18100	5940	Reproduction/Printing Expenses : Continuing E	12,000		12,000		0	
12	2490	632000	18100	5950	Software License and Fees : Continuing Educat	6,500		6,500		0	
12	2490	632000	18100	6410	Equipment - All Other > \$1,000 : Continuing E	1,135		1,135		0	
12	2490	632000	18100	6419	Equip/Software - >\$200 <\$1,000 : Continuing E	10,000		10,000		0	
12	2490	649000	18100	1410	Part-Time Academic Management : Continuing Ed	39,705		39,705		0	
12	2490	649000	18100	1450	Part-Time Coordinators : Continuing Education	21,535		21,535		0	
12	2490	649000	18100	1455	Int/Sum - Coordinators, PT : Continuing Educa	176		0			176
12	2490	649000	18100	1480	Part-Time Reassigned Time : Continuing Educat	1,476		1,476		0	
12	2490	649000	18100	1485	Int/Sum - Reassigned Time, PT : Continuing Ed	573		573		0	

6.1 (23)

SPECIAL PROJECT DETAILED BUDGET #2490
NAME: NON-CREDIT MATRICULATION - CENTENNIAL EDUCATION CENTER
FISCAL YEAR: 2011/2012

Contract Period: 7/1/11 - 6/30/12
 Adv. Apportionment @ 71.42%: 900,528
 (+) P1 Allocation all to CEC: 66,363
 P1 NC Matriculation (CEC): 966,891
 To DO-Research: (16,490)
 Non-Credit Matriculation (CEC)= 950,401

PROJ. ADM. James Kennedy
 PROJ. DIR. Nilo Lipiz

Revised Date: 2/15/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2490	649000	18100	2130	Classified Employees : Continuing Education Kindelan, Herminia @ 100% 1B-12B Suarez, Francisco @ 100% 1B-12B Ruiz, Luisa @ 50% 1B-12B	144,538		153,296		8,758	
12	2490	649000	18100	2310	Classified Employees - Ongoing : Continuing Vega, Brenda; Garcia, Anthony	45,734		46,767		1,033	
12	2490	649000	18100	2320	Classified Employees - Hourly : Continuing Ed	1,630		1,807		177	
12	2490	649000	18100	3115	<i>STRS - Non-Instructional : Continuing Educati</i>	5,235		5,221			14
12	2490	649000	18100	3215	<i>PERS - Non-Instructional : Continuing Educati</i>	21,871		22,050		179	
12	2490	649000	18100	3315	<i>OASDHI - Non-Instructional : Continuing Educa</i>	12,107		12,725		618	
12	2490	649000	18100	3325	<i>Medicare - Non-Instructional : Continuing Edu</i>	3,752		3,894		142	
12	2490	649000	18100	3335	<i>PARS - Non-Instructional : Continuing Educati</i>	21		21		0	
12	2490	649000	18100	3415	<i>H & W - Non-Instructional : Continuing Educat</i>	20,886		20,922		36	
12	2490	649000	18100	3435	<i>H & W - Retiree Fund Non-Inst : Continuing Ed</i>	2,587		2,685		98	
12	2490	649000	18100	3515	<i>SUI - Non-Instructional : Continuing Educatio</i>	4,165		4,323		158	
12	2490	649000	18100	3615	<i>WCI - Non-Instructional : Continuing Educatio</i>	6,210		6,445		235	
12	2490	649000	18100	3915	<i>Other Benefits - Non-Instruct : Continuing Ed</i>	3,375		3,375		0	
12	2490	649000	18100	5999	Special Project Holding Acct : Continuing Edu	3,948		51,557		47,609	
12	2490	675000	18100	1480	Part-Time Reassigned Time : Continuing Educat	135		135		0	
12	2490	675000	18100	1485	Int/Sum - Reassigned Time, PT : Continuing Ed	147		147		0	
12	2490	675000	18100	3115	<i>STRS - Non-Instructional : Continuing Educati</i>	23		23		0	
12	2490	675000	18100	3325	<i>Medicare - Non-Instructional : Continuing Edu</i>	4		4		0	
12	2490	675000	18100	3335	<i>PARS - Non-Instructional : Continuing Educati</i>	4		1			3
12	2490	675000	18100	3435	<i>H & W - Retiree Fund Non-Inst : Continuing Ed</i>	3		3		0	
12	2490	675000	18100	3515	<i>SUI - Non-Instructional : Continuing Educatio</i>	5		5		0	
12	2490	675000	18100	3615	<i>WCI - Non-Instructional : Continuing Educatio</i>	7		7		0	

6.1 (24)

SPECIAL PROJECT DETAILED BUDGET #2490
NAME: NON-CREDIT MATRICULATION - CENTENNIAL EDUCATION CENTER
FISCAL YEAR: 2011/2012

Contract Period: 7/1/11 - 6/30/12
 Adv. Apportionment @ 71.42%: 900,528
 (+) P1 Allocation all to CEC: 66,363
 P1 NC Matriculation (CEC): 966,891
 To DO-Research: (16,490)
 Non-Credit Matriculation (CEC)= **950,401**

PROJ. ADM. James Kennedy
 PROJ. DIR. Nilo Lipiz

Revised Date: 2/15/2012

GL Account String					Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2490	675000	18100	5210	Conference Expenses : Continuing Education Di	895		895		0	
Total - #2490 Non-Credit Matriculation (CEC)						900,528	900,528	969,891	969,891	93,113	93,113

SPECIAL PROJECT DETAILED BUDGET #2490
NAME: NON-CREDIT MATRICULATION - DISTRICT RESEARCH
FISCAL YEAR: 2011/2012

Contract Period: 7/1/11 - 6/30/12
 Contract Amount: \$ 20,500
 +P1 Allocation: 910
 Total 21,410

PROJ. ADM. NGA PHAM
 PROJ. DIR.

Revised Date: 02/15/2012

Contribution from CEC: \$16,490
 Contribution from OEC: \$4,920

GL Account					Existing Budget		Revised Budget		Budget Changes (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2490	000000	50000	8629	Other Gen Categorical Apport : District Opera		20,500		21,410		910
12	2490	679000	53340	2130	Classified Employees : Research Gheorghe, Cristina @ 27% (1B-12B)	12,174		12,907		733	
12	2490	679000	53340	3215	PERS - Non-Instructional : Research	1,388		1,410		22	
12	2490	679000	53340	3315	OASDHI - Non-Instructional : Research	777		824		47	
12	2490	679000	53340	3325	Medicare - Non-Instructional : Research	182		192		10	
12	2490	679000	53340	3415	H & W - Non-Instructional : Research	4,786		4,786		0	
12	2490	679000	53340	3435	H & W - Retiree Fund Non-Inst : Research	125		133		8	
12	2490	679000	53340	3515	SUI - Non-Instructional : Research	202		214		12	
12	2490	679000	53340	3615	WCI - Non-Instructional : Research	301		319		18	
12	2490	679000	53340	3915	Other Benefits - Non-Instruct : Research	365		365		0	
12	2490	679000	53340	4610	Non-Instructional Supplies : Research	200		260		60	
					#2490 - Total Research (non-credit)	20,500	20,500	21,410	21,410	910	910

SPECIAL PROJECT DETAILED BUDGET # 2500
NAME: NOCCD - Digital Media Support Grant
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 - 6/30/12
 CONTRACT INCOME: \$2,500
 CFDA #: NA

PROJ. ADM. Sylvia Turner
 PROJ. DIR. Sylvia Turner
 DATE: 2/15/2012

Sub-agreement from North Orange County CCD, Grant No. 11-310-015 from CCCCCO

Datatel String	Description	New Budget	
		Debit	Credit
12-2500-000000-10000-8659	Other Reimb Categorical Allowances		2,500
12-2500-061400-15505-6419	Equipment Software \$200 > < \$1,000	2,500	
	Total	2,500	

SPECIAL PROJECT DETAILED BUDGET: #1608

NAME: NSF - Fullerton Mathematics Teacher & Master Teacher Fellows Project (FULL MT2) - Yr. 2

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 8/01/11 to 7/31/12

PROJ. ADM. Carol Comeau

CONTRACT INCOME: \$2,778 - Year 1 Carryover from 10/11

PROJ. DIR. Cheryl Carrera

20,000 - Year 2 Allocation

\$22,778 - TOTAL

Date: 1/24/12

CFDA #: 47.076; Prime Award #: DUE-1035315; Subaward No.: S-5012-RSCCD

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1608-000000-10000-8199	Other Federal Revenues : Sa		2,778		22,778		20,000
12-1608-170100-16201-1280	Contract - Reassigned Time	-		12,240		12,240	
12-1608-170100-16201-1484	Int/Sum Beynd Contr-Reassig	2,073		5,802		3,729	
12-1608-170100-16201-3115	STRS - Non-Instructional :	171		1,502		1,331	
12-1608-170100-16201-3325	Medicare - Non-Instructiona	30		264		234	
12-1608-170100-16201-3415	H & W - Non-Instructional :	-		1,101		1,101	
12-1608-170100-16201-3435	H & W - Retiree Fund Non-In	21		182		161	
12-1608-170100-16201-3515	SUI - Non-Instructional : M	33		293		260	
12-1608-170100-16201-3615	WCI - Non-Instructional : M	50		437		387	
12-1608-170100-16201-3915	Other Benefits - Non-Instru	-		157		157	
12-1608-170100-16201-4610	Non-Instructional Supplies	200		400		200	
12-1608-170100-16201-5220	Mileage/Parking Expenses :	200		400		200	
Totals for PROJECT: 1608	NSF-Fullerton Mathematics	2,778	2,778	22,778	22,778	20,000	20,000

SPECIAL PROJECT DETAILED BUDGET: #1606
NAME: NSF - Teachers Assisting Students to Excel in Mathematics (TASEL-M) - Yr. 3
FISCAL YEAR: 2011/12

CONTRACT PERIOD: 9/01/11 to 8/31/12
 CONTRACT INCOME: \$14,923 (carryover from 10/11)
 \$16,364 Year 3 Allocation
\$31,287 TOTAL

PROJ. ADM. Carol Comeau
 PROJ. DIR. Carol Comeau

Date: 2/9/12

CFDA #: 47.082; Award No. DUE-0929076; Subaward No. S-4707-SACC

FD	PROJ	TOPS	DEPT	OBJ	Description	Existing Budget		Revising Budget		Changes (+/-)	
						Debit	Credit	Debit	Credit	Debit	Credit
12	1606	000000	10000	8199	Other Federal Revenues : Sa		11,281		24,443		13,162
12	1606	000000	50000	8199	Other Federal Revenues : Di		3,642		6,844		3,202
12	1606	170200	16201	1310	Part-Time Instructors : Mat	9,835		22,063		12,228	
12	1606	170200	16201	3111	STRS - Instructional : Math	811		811		-	
12	1606	170200	16201	3321	Medicare - Instructional :	143		320		177	
12	1606	170200	16201	3331	PARS - Instructional : Math	-		143		143	
12	1606	170200	16201	3431	H & W - Retiree Fund Inst :	98		221		123	
12	1606	170200	16201	3511	SUI - Instructional : Mathe	158		355		197	
12	1606	170200	16201	3611	WCI - Instructional : Mathe	236		530		294	
12	1606	672000	50000	5865	Indirect Costs : District O (28%)	3,642		6,844		3,202	
					NSF - TASEL - M	14,923	14,923	31,287	31,287	16,364	16,364

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: February 27, 2012
Re: Approval of Sub-Agreements between RSCCD and Coachella Valley Economic Partnership and Riverside City College	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Youth Entrepreneurship Program (YEP) by the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, to provide programs that encourage youth ages 14 – 27 to consider entrepreneurship as a viable career path and to engage in entrepreneurship training and development.

ANALYSIS

The sub-agreements between RSCCD and Coachella Valley Economic Partnership and Riverside City College are to expand YEP services into the Inland Empire. RSCCD's YEP is aligned with its Business Entrepreneurship Center (BEC), which serves Los Angeles and Orange Counties and the Inland Empire. YEP expansion through partnerships with local colleges and economic development organizations in multiple counties enables the project director to address both YEP and BEC program objectives.

Contract # DO-12-001	Coachella Valley Economic Partnership	\$12,000
Contract # DO-12-002	Riverside City College	\$10,000

Project Director is Maricela Sandoval. Project Administrator is Leila Mozaffari.

RECOMMENDATION

It is recommended that the board approve the sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreements on behalf of the district.

Fiscal Impact: \$22,000	Board Date: February 27, 2012
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Coachella Valley Economic Partnership***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Coachella Valley Economic Partnership* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded the “Youth Entrepreneurship Program” grant#10-172-051 (hereinafter “**Grant**”) from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant, and

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

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibit A.

2. Period of Performance

The period of performance for this Agreement shall be from January 3, 2012, through June 30, 2012.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$12,000.

4. Payment

The total cost of the project will be paid to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of a detailed invoice requesting payment with appropriate back-up documentation, as required by **RSCCD**. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes described in the Statement of Work, Exhibit A. Submit invoice(s) referencing the sub-agreement contract number (refer to footer) to the following address:

Rancho Santiago Community College District
ATTN: Accounting Department
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is required to submit a Final Report to the Project Director via email by or on July 15, 2012. See Exhibit B for a description of the final report content.

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

7. Independent Contractor

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

8. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

9. Record Keeping

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

10. Audit

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

11. Mutual Indemnification

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

12. Termination

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

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

11. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Maricela Sandoval - YEP
Rancho Santiago Community College District
2323 North Broadway, Ste. 201
Santa Ana, CA 92706-1640
sandoval_maricela@rsccd.edu
(714) 564-5533

SUBCONTRACTOR: Coachella Valley Economic Partnership
Ernie Rios, Program Director
75-080 Frank Sinatra Dr., B227
Palm Desert, CA 92211
erios@cvep.com
(760) 346-0265

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 03/2011 and Article II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: COACHELLA
VALLEY ECONOMIC PARTNERSHIP

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Thomas Flavin

Title: Business Operations/Fiscal Services

Title: President/CEO

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Riverside City College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Riverside Community College District, on behalf of *Riverside City College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded the “Youth Entrepreneurship Program” grant#10-172-051 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant, and

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

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work
SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibit A.
2. Period of Performance
The period of performance for this Agreement shall be from February 1, 2012, through June 30, 2012.
3. Total Cost
The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.
4. Payment
50% of the total cost of the project will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed sub-agreement and invoice for this disbursement. The remainder of the total cost will be paid upon receipt of a detailed final invoice requesting payment with appropriate back-up documentation, as required by **RSCCD**, and the project director’s certification of the final report. Final payment is contingent upon successful completion (or very significant progress towards completion) of all activities and outcomes described in the Statement of Work, Exhibit A. Submit invoice(s) referencing the Agreement contract number (refer to footer) to the following address:

Rancho Santiago Community College District
ATTN: Accounting Department
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is required to submit a Final Report to the Project Director via email by or on July 15, 2012. See Exhibit B for a description of the final report content.

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

7. Independent Contractor

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

8. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

9. Record Keeping

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

10. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such

records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.

11. Mutual Indemnification

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

12. Termination

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

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

11. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Maricela Sandoval - YEP
Rancho Santiago Community College District
2323 North Broadway, Ste. 201
Santa Ana, CA 92706-1640
sandoval_maricela@rsccd.edu
(714) 564-5533

SUBCONTRACTOR: Riverside City College
Dr. Ron Pardee
4800 Magnolia Ave.
Riverside, CA 92506
Ron.pardee@rcc.edu
(951) 222-8320

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 03/2011 and Article II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: RIVERSIDE CITY
COLLEGE

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**HUMAN RESOURCES AND EDUCATIONAL SERVICES**

To: Board of Trustees	Date: February 27, 2012
Re: Selection of Firm to Develop New Trustee Area Boundaries	
Action: Request for Approval	

BACKGROUND

At the February 6, 2012 meeting, the Board approved amendments to Board Policies 9003 and 9004, changing the current at-large method of trustee elections to elections by individual trustee areas. The next step in this process is the engagement of a demographer to develop the boundaries of the seven trustee areas.

ANALYSIS

Staff solicited proposals from five organizations to provide these services. The Board Policy Committee met on February 24th to review these proposals and select a firm to recommend to the Board for approval. The Board must submit the new trustee area boundaries to the Orange County Registrar of Voters by July in order for those boundaries to be in effect for the November 2012 election.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Board Policy Committee's selection of a demographer and authorize the Chancellor or his designee to enter into a contract to provide these services.

Fiscal Impact: None	Board Date: February 27, 2012
Item Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Item Recommended by: Dr. Raúl Rodríguez, Chancellor	

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 12-03

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on January 17, 2012, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee David Chapel was not present at the board meeting; and

Whereas, the board has determined that Trustee Chapel’s absence was due to family matters;

NOW, THEREFORE, BE IT RESOLVED that Trustee Chapel shall be paid at the regular rate of compensation for the board meeting on January 17, 2012.

Dated this 27th day of February 2012.

Ayes:
Noes:
Absent:
Abstain:

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