

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, June 18, 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 Administration of Oath of Allegiance to Ryan Ahari, 2012-2013 Student Trustee

1.4 Approval of Additions or Corrections to Agenda Action

1.5 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.

1.6 Approval of Minutes – Regular meeting of May 21, 2012 Action

1.7 Approval of Consent Calendar Action

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

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

1.8 Public Hearing – 2012-2013 Tentative Budget

1.9 Presentation on Santa Ana SFID Bond Feasibility Survey

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

2.6 Informational Presentation on Financial Aid

2.7 Informational Presentation on the Budget

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. Administrator Appointments
 - (1) Assistant Vice Chancellor
2. 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: California School Employees Association, Chapter 888
Continuing Education Faculty Association
3. 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 New Job Descriptions
- Approval of Revised Job Descriptions
- Approval of Permanent 2012-2013 Cabinet Salary Schedule Reflecting 1% Adjustment Effective July 1, 2012
- Approval of Permanent 2012-2013 Management Salary Schedule Reflecting 1% Adjustment Effective July 1, 2012
- Approval of 2012-2013 Administrative/Academic Supervisory Step Increases Effective July 1, 2012
- Approval of 2012-2013 Classified Supervisory/Confidential Step Increases Effective July 1, 2012
- Approval of Adjusted Salary Reflecting 1% per Employment Agreements
- Approval of Interim to Permanent Appointments
- Approval of Interim Assignments/Employment of Retired STRS Members
- Approval of Return to Regular Assignments and Location Changes
- Approval of Employment Agreements
- Ratification of Resignations/Retirements
- Approval of Permanent 2012-2013 FARSCCD 175 Day Contract Salary Schedule
- Approval of Permanent 2012-2013 FARSCCD 192 Day Contract Salary Schedule
- Approval of Permanent 2012-2013 FARSCCD 225 Day Contract Salary Schedule
- Approval of Permanent 2012-2013 FARSCCD Credit Summer Salary Schedule
- Approval of Permanent 2012-2013 FARSCCD Non-credit Summer Salary Schedule
- Approval of Interim 2012-2013 FARSCCD Part-time/Beyond Contract Salary Schedule
- Approval of Interim 2012-2013 CEFA Part-time Salary Schedule
- Approval of Interim 2012-2013 CDCTA Full-time Contract Salary Schedule
- Approval of Interim 2012-2013 CDCTA Hourly Contract Salary Schedule
- Approval of 2011-2012 and 2012-2013 FARSCCD Contract Salary Step Increases
- 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 2012-2013 CSEA Interim Salary Schedule
 - Approval of 2012-2013 CSEA Step Increases
 - Approval of Longevity Increments
 - Approval of Changes in Salary Placements
 - Approval of Voluntary Furloughs
 - Approval of Out of Class Assignments
 - Approval of Changes in Position
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of Temporary Assignments
 - Approval of Changes in 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 Volunteers
 - Approval of Student Assistant Lists
- 3.3 Approval of Fringe Benefit Providers for Fiscal Year 2012-2013 Action
- The administration recommends approval of the renewal of insurance programs at the negotiated rates and authorization be given to the chancellor or his designee to enter into appropriate agreements with Anthem BlueCross, MetLife Basic Life Insurance, MetLife Voluntary Life Insurance, Anthem Blue Cross Voluntary Vision, AFLAC, MetLife, Horizon Health, and American Fidelity Assurance for 2012-2013 fiscal year.
- 3.4 Approval of 2012-2013 Employee Calendar Action
- The administration recommends approval of the 2012-2013 Employee Calendar.
- 3.5 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District (RSCCD) and Continuing Education Faculty Association (CEFA) Action
- The administration recommends approval of the amendments to the collective bargaining agreement with CEFA.
- 3.6 Acceptance of Resignation of Trustee Brian Conley Action
- The administration recommends acceptance of Trustee Conley's resignation.

4.0 INSTRUCTION

- *4.1 Approval of Instructional Agreement with SER, Jobs for Progress, Inc., for Basic Skills Training Action
The administration recommends approval of the instructional agreement With SER, Jobs for Progress, Inc., for basic skills training for the program year 2012-2013.
- *4.2 Approval of Instructional Agreement with SER, Jobs for Progress, Inc., for Vocational Training Action
The administration recommends approval of the instructional agreement with SER, Jobs for Progress, Inc., for vocational training for the program year 2012-2013.
- *4.3 Approval of CJA Agreement Renewal – City of Santa Ana, Santa Ana Police Department Action
The administration recommends approval of the agreement with the City of Santa Ana, Santa Ana Police Department in Santa Ana, California.
- *4.4 Approval of CJA Renewal Agreement – California Narcotic Canine Association Action
The administration recommends approval of the contract with the California Narcotic Canine Association in Salinas, California.
- *4.5 Approval of CJA Renewal Agreement – County of Orange Action
The administration recommends approval of the amendment with the County of Orange in Santa Ana, California.
- *4.6 Approval of Renewal of Nursing Program Agreement – California State University, Dominguez Hills Action
The administration recommends approval of the clinical affiliation agreement renewal with California State University, Dominguez Hills.
- *4.7 Approval of Pharmacy Technology Agreement Renewal – Walgreens Pharmacy Experiential Learning Program Action
The administration recommends approval of the contract with Walgreens Pharmacy Experiential Learning Program.
- *4.8 Approval of Pharmacy Technology Agreement Renewal – Healthsouth Corporation Action
The administration recommends approval of the contract with Healthsouth Corporation in Birmingham, Alabama.
- *4.9 Approval of OTA Agreement Renewal – Hallmark Rehabilitation GP, LLC Action
The administration recommends approval of the agreement with Hallmark Rehabilitation GP, LLC, in Foothill Ranch, California.

* Item is included on the Consent Calendar, Item 1.7.

- *4.10 Approval of OTA Agreement Renewal – Loma Linda University Medical Center Action
The administration recommends approval of the agreement with Loma Linda University Medical Center in Loma Linda, California.
- *4.11 Approval of OTA Agreement Renewal – Pomona Valley Hospital Medical Center Action
The administration recommends approval of the agreement with Pomona Valley Hospital Medical Center in Pomona, California.
- *4.12 Approval of OTA Agreement Renewal – St. Mary Medical Center Action
The administration recommends approval of the agreement with St. Mary Medical Center in Long Beach, California.
- *4.13 Approval of OTA Agreement Renewal – VibrantCare Outpatient Rehabilitation of California, Inc. Action
The administration recommends approval of the agreement with Vibrant-Care Outpatient Rehabilitation of California, Inc., in Roseville, California.
- *4.14 Approval of New OTA Agreement – Newport Subacute Healthcare Center Action
The administration recommends approval of the agreement with Newport Subacute Healthcare Center in Costa Mesa, California.
- *4.15 Approval of PrestoSports Website Platform Agreement Action
The administration recommends approval of the PrestoSports website platform agreement.
- *4.16 Approval of Agreement with Community Services Programs Inc. Action
The administration recommends approval of the agreement with Community Services Programs Inc., in Santa Ana, California.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *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 May 2012.
- *5.3 Approval of 2012-2013 Tentative Budget Action
The administration recommends approval of the 2012-2013 proposed Tentative Budget as presented.

- 5.4 Adoption of Resolution No. 12-33 – Resolution Ordering an Election and Establishing Specifications of the Election Order for the November 6, 2012, Ballot Action
The administration recommends adoption of Resolution No. 12-33 ordering an election and establishing specifications of the election order for the November 6, 2012, ballot as presented.
- *5.5 Approval of Consulting Services Agreement – Facilities Planning & Program Services, Inc. Action
The administration recommends approval of the consulting services agreement for Facilities Planning & Program Services, Inc., through June 30, 2013, as presented.
- *5.6 Approval of Lease Agreement with CouponEx Action
The administration recommends approval of the lease agreement with CouponEx and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.
- *5.7 Approval of Lease Agreement with Relecom, LLC Action
The administration recommends approval of the lease agreement with Relecom, LLC, and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.
- *5.8 Approval of Awarding Bid #1194 – Santa Ana College Portable Building Certification Action
The administration recommends approval of awarding Bid #1194 for the Portable Building Certification to De La Torre Commercial Interiors, Inc., as presented.
- *5.9 Approval of Agreement with HMC Architects for Architectural/Engineering Services Action
The administration recommends approval of the HMC proposal for concrete repair services at Dunlap Hall at SAC as presented.
- *5.10 Approval of Change Order #2 for Bid #1179 – Road Alignment/Cul-De-Sac and Parking Lot Expansion at Santa Ana College (SAC) Action
The administration recommends approval of change order #2 for Bid #1179 for Los Angeles Engineering, Inc., for road alignment/cul-de-sac and parking lot expansion at SAC as presented.

- *5.11 Adoption of Resolution No. 12-31 – Concrete for Loop Road Extension at Santiago Canyon College (SCC) Action
The administration recommends adoption of Resolution No. 12-31 for Guy Yocom Construction, Inc., for Bid #1136 for concrete for the Loop Road Extension at SCC as presented.
- *5.12 Adoption of Resolution No. 12-32 – Plumbing for Loop Road Extension at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-32 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Loop Road Extension at SCC as presented.
- *5.13 Approval of Additional Geotechnical Observation & Testing Services for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of additional fees for Ninyo & Moore for geotechnical observation and testing services for the Athletic/Aquatic complex at SCC as presented.
- *5.14 Approval of Architect Change Order – Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of amending and increasing The Austin Company architectural agreement in the amount of \$144,400 as presented.
- *5.15 Approval of Change Order #3 for Bid #1136 – Concrete for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #3 for Bid #1136 for Guy Yocom Construction, Inc., for concrete for the Humanities building at SCC as presented.
- *5.16 Approval of Change Order #5 for Bid #1136 – Concrete for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #5 for Bid #1136 for Guy Yocom Construction, Inc., for the Athletic/Aquatic complex at SCC as presented.
- *5.17 Approval of Change Order #4 for Bid #1138 – Structural Steel for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #4 for Bid #1138 for Blazing Industrial Steel, Inc., for structural steel for the Humanities building at SCC as presented.

* Item is included on the Consent Calendar, Item 1.7.

- *5.18 Approval of Change Order #5 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #5 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.
- *5.19 Approval of Change Order #1 for Bid #1146 – Framing and Elevators for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Athletic/Aquatic complex at SCC as presented.
- *5.20 Approval of Change Order #4 for Bid #1146 – Framing and Elevators for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #4 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented.
- *5.21 Approval of Change Order #4 for Bid #1147 – Interiors for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #4 for Bid #1147 for Inland Empire Architectural Services for interiors for the Athletic/Aquatic complex at SCC as presented.
- *5.22 Approval of Change Order #6 for Bid #1147 – Interiors for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #6 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented.
- *5.23 Approval of Change Order #1 for Bid #1148 – Flooring for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1148 for Continental Flooring, Inc., for flooring for the Athletic/Aquatic complex at SCC as presented.
- *5.24 Approval of Increase to Architect Contract – Westberg+White, Inc. Action
The administration recommends approval of the increase to the architectural and engineering services proposal with Westberg+White, Inc., as presented.
- *5.25 Approval of Rancho Santiago Community College District Strategic Technology Plan for 2012-2014 Action
The administration recommends approval of the Rancho Santiago Community College District 2012-2014 Strategic Technology Plan as presented.

- *5.26 Approval of 2012-2013 Contract Listing Action
The administration recommends approval of the 2012-2013 contract listing as presented.
- *5.27 Approval of Bid #1192 – Sports Field Maintenance Service for Soccer and Softball Fields at Santiago Canyon College Action
The administration recommends acceptance of the bids and approval of awarding the bids to So Cal Land Maintenance for Bid #1192 – Sports Field Maintenance Service for Soccer and Softball Fields at SCC as presented.
- *5.28 Approval of Disposal of Surplus Vehicles Action
The administration recommends approval of declaring the vehicles listed as surplus property and utilizing Ken Porter Auctions to conduct an auction as presented.
- *5.29 Independent Contractor Action
The administration recommends approval of the employment of Muckenthaler & Associates Inc. to perform a continuation of consulting services due to a grant extension to provide professional and technical assistance to the existing Early Head Start program at a rate of \$100 per hour. Dates of service: April 1, 2012, through December 31, 2012. The fee is estimated at \$40,000.
- *5.30 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period May 6, 2012, through June 2, 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:
- Bridge to Engineering Program (SAC) \$784,450
 - CSUF/Teacher Pathway Partnership – STEM Summer Institute (SAC and SCC) \$ 15,489
 - SBA/CSUF Jobs Act CITD (District) \$183,962
 - Math, Engineering and Science Achievement Program (SAC) \$ 50,500
- *6.2 Approval of Amendment One to Sub-Agreement between RSCCD and California State University, Fresno Foundation Action
The administration recommends approval of the amendment to the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the agreement on behalf of the district.

* Item is included on the Consent Calendar, Item 1.7.

- *6.3 Approval of Sub-award Agreement from the City of Santa Ana for Santa Ana College to work as a Partner on the Santa Ana Workforce Investment Board's H-1B Visa Technical Skills Training Grant Action

The administration recommends approval of the sub-award agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the agreement on behalf of the district.

- 6.4 Reports from Board Committees Information
• Board Facilities Committee

- 6.5 Board Member Comments Information

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on July 23, 2012.

* Item is included on the Consent Calendar, Item 1.7.

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

Board of Trustees (Regular meeting)

Monday, May 21, 2012

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Dr. David Chapel, Mr. Brian Conley, Mr. John Hanna, Mr. Larry Labrado, Mr. Mark McLoughlin, and Mr. Andrew Hanson.

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 Mr. Ramon Diaz, President, Veterans in Community Service, Inc.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Conley, seconded by Mr. Hanson, and carried unanimously to approve addendums for Item 3.1 (Management/Academic Personnel) and Item 3.2 (Classified Personnel).

1.4 Public Comment

Mr. Art Montez and Mr. Zeke Hernandez spoke regarding Item 6.3 - Resolution No. 12-30 Designating New Trustee Area Boundaries.

1.5 Approval of Minutes

It was moved by Mr. McLoughlin, seconded by Mr. Conley, and carried unanimously to approve the minutes of the regular meeting held May 7, 2012.

1.6 Approval of Consent Calendar

It was moved by Mr. McLoughlin, seconded by Mr. Hanson, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda):

- 4.1 Approval of Renewal of On-Site Associate Degree Nursing Program with St. Joseph Hospital of Orange
The board approved the agreement with St. Joseph Hospital in Orange, California.
- 4.2 Approval of Renewal of Occupational Therapy, Emergency Medical Technician, Nursing, Health Sciences, Hemodialysis Technician, and Pharmacy Technician Programs Agreement – St. Joseph Hospital of Orange, With Instructor
The board approved the clinical affiliation agreement renewal with St. Joseph Hospital in Orange, California.
- 4.3 Approval of Renewal of Occupational Therapy, Emergency Medical Technician, Nursing, Health Sciences, Hemodialysis Technician, and Pharmacy Technician Programs Agreement – St. Joseph Hospital of Orange, Without Instructor
The board approved the clinical affiliation agreement renewal with St. Joseph Hospital in Orange, California.
- 4.4 Approval of Renewal of Nursing Program Agreement – La Amistad Family Health Center Without Instructor
The board approved the clinical agreement renewal with St. Joseph Hospital in Orange, California, which operates La Amistad Family Health Center.
- 4.5 Approval of CJA Renewal Agreement – Fullerton City Police Department
The board approved the contract with the Fullerton City Police Department in Fullerton, California.
- 4.6 Approval of New OTA Agreement – Paramount Unified School District
The board approved the agreement with Paramount Unified School District in Paramount, California.
- 4.7 Approval of New Courses and New Programs for 2013-2014 Santa Ana College (SAC) Catalog
The board approved the new courses and new programs for the 2013-2014 SAC catalog.
- 4.8 Approval of New Courses and New Programs for 2013-2014 Santiago Canyon College (SCC) Catalog
The board approved the new courses and new programs for the 2013-2014 SCC catalog.

1.6 Approval of Consent Calendar – (cont.)

4.9 Approval of Proposed Changes to Student Health Fee at Santa Ana College and Santiago Canyon College

The board approved (1) a maximum fee of \$19 per semester and \$16 for summer session for health services provided by the colleges effective fall 2012 and (2) charging the mandatory fee to all eligible students including those enrolled exclusively in online courses effective fall 2012.

4.10 Approval of California/Nevada Training Trust Master Cost Agreement

The board approved the Master Cost Agreement with the California/Nevada Training Trust for 2012-2013 as presented.

4.11 Approval of JTS Services Master Cost Agreement

The board approved the Master Cost Agreement with JTS Services for 2012-2013 as presented.

4.12 Approval of the Metropolitan Water District of Southern California Master Cost Agreement

The board approved the Master Cost Agreement with the Metropolitan Water District of Southern California for 2012-2013 as presented.

4.13 Approval of Operating Engineers Training Trust Joint Apprenticeship and Training Committee (JATC) Master Cost Agreement

The board approved the Master Cost Agreement with the Electrical Training Trust JATC for 2012-2013 as presented.

4.14 Approval of Orange County Electrical Training Trust Master Cost Agreement

The board approved the Master Cost Agreement with the Orange County Electrical Training Trust for 2012-2013 as presented.

4.15 Approval of Southern California Surveyors Master Service Agreement

The board approved the Master Service Agreement with the Southern California Surveyors Joint Apprenticeship Training Committee for 2012-2016 as presented.

4.16 Approval of Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement

The board approved the Master Cost Agreement with the Southwest Carpenters Training Fund and Southern California Carpentry JATC for 2012-2013 as presented.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

1.6 Approval of Consent Calendar – (cont.)

5.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers during the month of April 2012.

5.3 Approval of Public Hearing – 2012-2013 Tentative Budget

The board approved scheduling a public hearing on the 2012-2013 Tentative Budget on June 18, 2012.

5.4 Approval of Amendment No. 2 to Communications Site Lease Agreement (Building) for Nextel of California at Santa Ana College

The board approved Amendment No. 2 to the Communications Site Lease Agreement (Building) for Nextel of California at SAC as presented.

5.5 Adoption of Resolution No. 12-28 – Authorizing the Dedication of Easement to Southern California Edison at Santa Ana College

The board adopted Resolution No. 12-28 which authorizes the dedication of easement to Southern California Edison at SAC as presented.

5.6 Adoption of Resolution No. 12-29 – Authorizing the Dedication of Easement to AT&T California at Santa Ana College

The board adopted Resolution No. 12-29 which authorizes the dedication of easement to AT&T California at SAC as presented.

5.7 Adoption of Resolution No. 12-27 – Plumbing for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 12-27 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Athletic/Aquatic complex at SCC as presented.

5.8 Approval of Lease Agreement with Structum, Inc

The board approved the lease agreement with Structum, Inc, and authorized the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.

5.9 Approval of Lease Agreement with DishClips

The board approved the lease agreement with DishClips and authorized the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.

5.10 Approval of Purchase Orders

The board approved the purchase order listing for the period April 8, 2012, through May 5, 2012.

1.6 Approval of Consent Calendar – (cont.)

6.1 Approval of Resource Development Items

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

-Child Development Training Consortium (SAC) *Augmentation* \$4,375

6.2 Approval of First Amendment to Subcontract Agreements between RSCCD and Coachella Valley Economic Partnership, Riverside City College, and East Los Angeles College

The board approved the amendment to each subcontract agreement and authorized the Vice Chancellor of Business Operations and Fiscal Services or his designee to enter into related contractual agreements on behalf of the district.

1.7 Public Hearing – Intent to Enter into an Easement with AT&T for the Establishment and Maintenance of Underground Facilities at Santa Ana College

There were no public comments.

1.8 Public Hearing – Intent to Enter into an Easement with Southern California Edison to Establish Underground Electrical Supply and Communications Facility at Santa Ana College

There were no public comments.

It was moved by Mr. Hanna, seconded by Mr. Hanson, and carried unanimously to suspend the rules and consider Item 6.3 at this time.

6.3 Adoption of Resolution No. 12-30 Designating New Trustee Area Boundaries

Mr. Douglas Johnson, President, National Demographics Corporation (NDC), reviewed the criteria (equal population and compliance with the Federal Voting Rights Act) for the first draft of maps for new trustee area boundaries. He explained the difference between the maps labeled C-1, version 3; C-2 updated; C-4, version 3; and C-6 updated.

It was moved by Mr. Hanna and seconded by Mr. Labrado to adopt Resolution No. 12-30 specifying Plan C-1, version 3, as the new trustee area boundaries and authorize the chancellor to submit all relevant maps and supporting documentation to the Orange County Registrar of Voters in order to implement the new trustee area boundaries for the November 6, 2012, election.

6.3 Adoption of Resolution No. 12-30 Designating New Trustee Area Boundaries –
(cont.)

Mr. Hanna explained the board has been discussing the redistricting process at several Board Policy Committee meetings since February 2011. He stated the board has sought and considered the public's input during the redistricting process. Mr. Hanna thanked Mr. Johnson for being fair and impartial in submitting plans for the board's consideration. He explained that discussions occurred in Sacramento regarding the California Voting Rights Act and RSCCD being a model for change due to the high Latino population in the district being represented by three Anglo trustees living in close proximity.

Mr. Hanna indicated Plan C presented by NDC was used as a base plan and provided the district with two new predominantly Hispanic-voting population areas with no incumbents, and brings the district in compliance with the spirit and letter of the California and Federal Voting Right Acts.

Mr. McLoughlin stated that Plan C-4 provides a better balance in preserving the Garden Grove area.

Dr. Chapel expressed concern that the maps presented at the board meeting have not been viewed by the public; therefore, the public has not had the opportunity to provide input. He expressed reservations on making a decision on something that will affect the district for years to come and the public not having had an opportunity to review the plans as presented.

Ms. Barrios explained that she and Mr. McLoughlin attended the public workshop and although the workshop was well advertised, the public's presence was sparse. Those present at the workshop reviewed the proposed maps line-by-line and street-by-street. She indicated the public was given the opportunity to view via the internet the changes that were made to the maps as a result of the public workshop.

Mr. Johnson confirmed that the proposed maps from the workshop were made available for public viewing via the internet. He stated the maps presented at the board meeting were available via the internet for public viewing on May 18 (three days prior to the board meeting) and 95% of the population represented on the maps has remained in the same location on the maps that were presented at the last board meeting and the public workshop. Mr. Johnson indicated that most jurisdictions make maps available to the public for comment, but RSCCD went above and beyond by asking NDC representatives to meet with the public to assist NDC in drawing the plans.

Mr. Hanna and Mr. Labrado expressed support for Plan C-1, version 3.

Mr. Labrado and Mr. Conley stated that they believe the public had ample opportunity to view the plans.

6.3 Adoption of Resolution No. 12-30 Designating New Trustee Area Boundaries – (cont.)

Mr. Conley thanked Mr. Johnson for working with the district and the community in preparing the proposed maps. Mr. Conley spoke in support of Plan C-1, version 3 and called for the question.

The motion carried with nay votes from Dr. Chapel and Mr. McLoughlin.

1.9 Presentation to 2011-2012 Student Trustee

On behalf of the board, Mr. Yarbrough presented outgoing Student Trustee Hanson with a plaque and thanked him for his service to the students of the Rancho Santiago Community College District.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

Dr. Erlinda Martinez, President, Santa Ana College
Mr. Juan Vázquez, President, Santiago Canyon College (SCC)

Mr. Yarbrough left the meeting at this time due to a family matter.

2.3 Report from Student Trustee

Mr. Andrew Hanson provided a report to the board.

2.4 Reports from Student Presidents

The following student representatives provided reports to the board on behalf of the Associated Student Government (ASG) organizations:

Mr. Ryan Ahari, Student Senator, Santiago Canyon College
Ms. Evelyn Sanchez, Student President, Santa Ana College

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Mr. Morrie Barembaum, Academic Senate President, Santiago Canyon College
Mr. Raymond Hicks, Academic Senate President, Santa Ana College

RECESS TO CLOSED SESSION

The board convened into closed session at 5:44 p.m. to consider the following items:

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. Educational Administrator Appointments
 - (1) Dean

2. 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

3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board reconvened at 6:05 p.m.

Closed Session Report

Ms Barrios reported the board discussed the aforementioned items, and no action was taken during closed session.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

It was moved by Mr. Labrado, seconded by Mr. Hanson, and carried unanimously to approve the following action on the management/academic personnel docket:

- Approve Adjusted Effective Date of Appointments
- Approve Interim to Permanent Positions
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record

3.2 Classified Personnel

It was moved by Mr. Labrado, seconded by Mr. Hanson, and carried unanimously to approve the following action on the classified personnel docket:

- Approve Leaves of Absence
- Approve Voluntary Furloughs
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

3.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and Faculty Association of Rancho Santiago Community College District (FARSCCD)

It was moved by Mr. Labrado, seconded by Mr. Hanson, and carried unanimously to approve the collective bargaining agreement with FARSCCD for the period of July 1, 2011, through June 30, 2013.

4.0 INSTRUCTION

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

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

6.0 GENERAL

Items 6.1 and 6.2 were approved as part of Item 1.6 (Consent Calendar). Item 6.3 was considered after Item 1.8.

6.4 Reports from Board Committees

Mr. Hanna provided a report on the May 10, 2012, Board Policy Committee meeting.

6.5 Board Member Comments

Board members congratulated and extended well wishes to Mr. Hanson on his acceptance to Stanford University and thanked him for his service to the district.

6.5 Board Member Comments – (cont.)

Mr. Conley reported he recently attended SAC's commencement services and extended his regrets in not being able to attend SCC's commencement services.

Board members welcomed Mr. Ryan Ahari as the 2012-2013 student trustee.

Dr. Chapel and Mr. McLoughlin reported they recently attended SAC's and SCC's commencement services. Dr. Chapel expressed appreciation for the faculty and staff.

Mr. Hanson thanked board members for the kind words and well wishes.

Mr. McLoughlin thanked Mr. Barembaum for serving as SCC's Academic Senate president.

Mr. McLoughlin asked that the meeting be adjourned in memory of Mr. Tom Fuentes who passed away on May 18, 2012.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on June 18, 2012.

There being no further business, Mr. McLoughlin declared this meeting adjourned at 6:15 p.m. in memory of Mr. Tom Fuentes, an alumni of Santa Ana College and a longtime Orange County Republican party leader.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: June 18, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
June 18, 2012**

MANAGEMENT

New Job Descriptions/Attachments #1-2

Accounting Manager
Fiscal Services
District Office
Grade Level E

Associate Director I
Child Development Services
District Office
Grade Level Q

Revised Job Description/Attachment #3

Dean
Library, Arts, Humanities & Social Sciences Division
Santiago Canyon College
Grade Level B (No Change)

Revised Job Description & Title Change/Attachment #4

From: Associate Director
To: Associate Director II
Child Development Services
District Office
Grade Level O (No Change)

Permanent 2012/2013 Cabinet Salary Schedule Reflecting 1% Adjustment Effective July 1, 2012/Attachment #5

Permanent 2012/2013 Management Salary Schedule Reflecting 1% Adjustment Effective July 1, 2012/Attachment #6

2012/2013 Administrative/Academic Supervisory Step Increases Effective July 1, 2012/Attachment #7

2012/2013 Classified Supervisory/Confidential Step Increases Effective July 1, 2012/Attachment #8

MANAGEMENT (CONT'D)

Adjusted Salary/Allowances/TSA Reflecting 1% per Employment Agreement

Rodríguez, Russell Raúl
Chancellor
District

Effective: July 1, 2012
Salary: \$255,158.83
Monthly Allowances: \$2,525 Housing,
\$505 Professional Expense,
\$101 Cell Phone,
\$530.25 TSA

Interim to Permanent Appointment

O'Connor, Adam
Assistant Vice Chancellor
Fiscal Services
District Office

Effective: July 1, 2012
Salary Placement: B-7 \$152,617.64/Year

Interim Assignment/Employment of Retired STRS Member

Breeden, Carolyn
Interim Dean
Library, Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: July 16, 2012
Salary Placement: B-1 \$498.458/Day
(Not to Exceed 62 Days)

Return to Regular Assignment and Location Change

Ramirez, Alicia
Master Teacher
SAC East Child Development Center
Child Development Services
District Office

Effective: June 1, 2012
Salary Placement: MT/BA-1 \$37,132/Year

Employment Agreements/Attachment #9-10

Jaffray, Shelly
O'Connor, Adam

Ratification of Resignations/Retirement

Comeau, Carol
Dean
Science & Math Division
Santa Ana College

Effective: June 30, 2012
Reason: Retirement

MANAGEMENT (CONT'D)

Ratification of Resignations/Retirement (cont'd)

Durdella, Caroline
Assistant Dean
Institutional Effectiveness & Assessment
Santiago Canyon College

Effective: June 14, 2012
Reason: Resignation

Weispfenning, John
Dean
Library, Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: June 30, 2012
Reason: Resignation

FACULTY

Permanent 12/13 FARSCCD 175 Day Contract Salary Schedule/Attachment #11

Permanent 12/13 FARSCCD 192 Day Contract Salary Schedule/Attachment #12

Permanent 12/13 FARSCCD 225 Day Contract Salary Schedule/Attachment #13

Permanent 12/13 FARSCCD Credit Summer Salary Schedule/Attachment #14

Permanent 12/13 FARSCCD Non-credit Summer Salary Schedule/Attachment #15

Interim 12/13 FARSCCD Part-time/Beyond Contract Salary Schedule/Attachment #16

Interim 12/13 CEFA Part-time Salary Schedule/Attachment #17

Interim 12/13 CDCTA Full-time Contract Salary Schedule/Attachment #18

Interim 12/13 CDCTA Hourly Contract Salary Schedule/Attachment #19

11/12 and 12/13 FARSCCD Contract Salary Step Increases/Attachment #20

Ratification of Resignation/Retirement

Blake, Phyllis
Professor, Music
Fine & Performing Arts Division
Santa Ana College

Effective: May 19, 2012
Reason: Retirement

FACULTY (CONT'D)

Stipends

Kelcher, Michael
Associate Professor, Chemistry
Science & Math Division
Santa Ana College

Effective: January 23, 2012
Amount: \$250.00

Mowrer, Melanie
Associate Professor, English/ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: January 23, 2012
Amount: \$250.00

Part-time Hourly Hires/Rehires

Dutz, Kay
Instructor, Chemistry
Science and Mathematics Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Emigh, Jami
Instructor, Mathematics
Science and Mathematics Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Faltas, Agnes
Instructor, Chemistry
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Fauteux, Laura
Instructor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 20, 2012
Hourly Lecture Rate: III-3 \$57.03

Ferrari-Santhon, Elaine
Instructor, Gemology (equivalency)
Business & Career Technical Education Division
Santiago Canyon College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Goytia-Galvan, Yvette
Instructor, Photography (Art)
Fine & Performing Arts Division
Santa Ana College

Effective: June 11, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

FACULTY (CONT'D)

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

Huynh, Durendal
Instructor, Computer Science
Business Division
Santa Ana College

Effective: August 20, 2011
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Mahan, Nancy
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College

Effective: July 2, 2012
Hourly Lecture Rate: II-2 \$41.97

Moodie, David
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: June 19, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Ramirez, Jorge
Instructor, Mathematics
Science and Mathematics Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: III-3 \$ 57.03/\$48.48

Ro, Kelly
Instructor, Mathematics
Science and Mathematics Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Ryan, John Kevin
Instructor, Mathematics
Science and Mathematics Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Shende, Abjijit V
Instructor, Accounting
Business Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture Rate: II-3 \$54.32

Sung, Linda
Instructor, Accounting
Business Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

FACULTY (CONT'D)

Non-paid Instructors of Record

Tanner, William Instructor, Paralegal Business Division Santa Ana College	Effective: August 20, 2012 Hourly Lecture Rate: III-3 \$57.03/\$48.48
Buckreiter, Frank Instructor, Apprenticeship Operating Engineers Business & Career Technical Education Santiago Canyon College	Effective: June 25, 2012
Chapel, James Instructor, Apprenticeship Electrician Business & Career Technical Education Santiago Canyon College	Effective: June 25, 2012
Leverenz, William Instructor, Fire Technology (equivalency) Orange County Fire Authority Human Services & Technology Division Santa Ana College	Effective: June 1, 2012
Noreen, Eric Instructor, Fire Technology (equivalency) Rancho Cucamonga Fire District Human Services & Technology Division Santa Ana College	Effective: June 1, 2012
Proulx, Patrick Instructor, Fire Technology (equivalency) Rancho Cucamonga Fire District Human Services & Technology Division Santa Ana College	Effective: June 1, 2012
Roberts, Cheryl Instructor, Fire Technology (equivalency) Rancho Cucamonga Fire District Human Services & Technology Division Santa Ana College	Effective: June 1, 2012

FACULTY (CONT'D)

Non-paid Intern Service

Drasil, Erin
Counseling Intern
Transfer Center
Counseling Division
Santa Ana College

Effective: July 1, 2012 – March 1, 2013
College Affiliation: Redlands University
Discipline: Counseling

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

Effective: May 20 – June 30, 2012
College Affiliation: National University

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JUNE 2012

ACCOUNTING MANAGER - FISCAL SERVICES

CLASS SUMMARY

Directly responsible to the Assistant Vice Chancellor of Fiscal Services for the leadership and administration of the Accounting Department, Internal Audit, and Datatel coordination with ITS regarding Fiscal Services. Provides coordination, direction, and training in compliance with federal, state, county laws and regulations and district policies. Responsible for providing training in utilization of accounting systems. Plans and coordinates the development and control of the district's comprehensive internal audit program to provide more efficient and effective use of educational funds through sound fiscal management practices and the reporting of financial operations. Assists in the development and control of the district's budget.

REPRESENTATIVE DUTIES

Supervises, assigns, trains and reviews the work of the accounting and internal audit departments; assists with authorizing budget transfers, requests for reimbursement and coding of purchase and personnel requisitions, assuring compliance with Title V regulations, community college accounting manual, and district policy; trains accounting staff, completes performance appraisals, acts as liaison in providing information to administrators, personnel and other consultants in the district on accounting matters; assists to coordinate year-end-financial closing with college cost centers and district personnel; analyzes accruals and carryover budgets; maintains the chart of accounts of the district and foundations to enable and facilitate accurate preparation of financial reports, making changes, additions, deletions and reclassifying existing accounts; oversees and reviews the district budget, accounting transactions, and financial reports for categorical/special programs, assuring accuracy and compliance with Title V requirements; interacts with external auditors on all financial transactions for the district including any financial aspect of audits for special projects; coordinates, maintains and balances the general ledger and the district budget with county officials assuring accuracy and compliance; reconciles bank loading records and implements financial transactions; is responsible for the federal student financial assistance program budgets, monitoring cash balances, and requesting funds as needed; coordinates financial aid payments and disbursements to students with the financial aid director; coordinates accounts receivable and collection of district awards and loans; is responsible for developing, implementing, and maintaining an integrated, automated financial management system; conducts training workshops for district staff in the proper utilization of the financial system for financial transactions related to all funds, including auxiliary operations and foundations; assures compliance with a variety of local, state and federal laws, codes and regulations, including Government Accounting Standards Board (GASB) regulations; develops manuals for internal control such as cash handling procedures; adapts or revises auditing guidelines; performs and supervises audits of various cash funds, enrollment and attendance data, local, state and federal grant programs for compliance with program regulations, and for the safeguarding of all district assets; liaisons among fiscal services department management and staff, ITS staff, and vendors to identify, define and document operational objectives and requirements; existing operational procedures and transactions, workflows, and issues; data collection and ownership, and information reporting requirements and responsibilities related to

ACCOUNTING MANAGER - FISCAL SERVICES cont'd

the use of the district information system package; performs related duties as required; develops and maintains excellent working relationship with all college and district staff.

ORGANIZATIONAL RELATIONSHIPS

This position reports to the Assistant Vice Chancellor of Fiscal Services. Responsible for the direct supervision of the accounting and internal audit department staff.

QUALIFICATION GUIDE

Training and Experience

REQUIRED

A Bachelors Degree from a recognized four year college or university with a major in accounting, business administration, finance, or a closely related field including or supplemented by at least 24 semester units in accounting. Five to seven years of progressively responsible accounting experience, including at least two years of financial management at a supervisory level.

DESIREABLE

Four years of professional field-audit experience with an internal or commercial auditing unit or firm. A valid license to practice as a Certified Public Accountant in California and experience in governmental auditing. Experience in community college accounting or auditing is desirable.

Knowledge and Abilities

Thorough Knowledge of: principles, practices and methods of general and governmental or school district accounting and budgeting; principles of management, supervision and training; legal, procedural and reporting requirements in school district financial work; principles of web related programs on the internet and the logic of basic programming; application of data processing to accounting and other business office transactions; principles, theories and practices of internal and external auditing and accounting current trends and developments in auditing and accounting.

Ability to: communicate effectively both orally and in writing; plan, organize and control the activities in a business office; plan and organize a comprehensive internal auditing program; conduct and supervise investigations into potential cases of fraud or theft; analyze data and draw sound conclusions; prepare clear, complete, and concise reports; analyze situations accurately and adopt an effective course of action; effectively operate a personal computer, computer programs and financially related software; organize and direct work of others; develop, implement, interpret and apply a wide variety of governmental and department policies and regulations; establish and maintain cooperative working relationships with internal college and district personnel, external auditors, vendors, professional colleagues and representatives from various outside agencies.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
JUNE 2012

**ASSOCIATE DIRECTOR I
(Academic)**

CLASS SUMMARY

Under the general direction of a Director, assumes responsibilities for the administrative duties of a Child Development Center or specialized project.

REPRESENTATIVE DUTIES

Plans, coordinates, supervises and evaluates classroom and support activities at a child development center or special project; coordinates staff schedules; identifies program needs and objectives; trains, supervises and evaluates certificated, classified and support staff; conducts staff meetings; evaluates program activities and recommends changes; enrolls children in center according to state or federal guidelines and district policies through interviews and evaluation of applications; orients parents and children; maintains records and reports; orders and purchases supplies and equipment; plans and implements parent participation program; coordinates student observers; seeks and coordinates community involvement in the program; provides referrals to appropriate community services.

ORGANIZATIONAL RELATIONSHIPS

The Associate Director reports to a Director. This position supervises: master teachers, teachers, child development interns, student assistants, cooks, clerks, and custodians. The Associate Director works with parents, college students, community agencies, staff, and children.

DESIRABLE QUALIFICATION GUIDE

Training and Experience

BA in early childhood education, child development or a closely related field.

OR

An equivalent combination of training and experience.

AND

**ASSOCIATE DIRECTOR I
(Academic)**

Training and Experience (continued)

Demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students.

At least five years of progressively responsible teaching experience in a child development center including at least one year in a lead or supervisory capacity.

Knowledge and Abilities

Thorough knowledge of: philosophy, concepts, methods, terminology, and techniques for the development of infants, toddlers and preschool age children; methods and practices for selecting, training, and supervising staff volunteers; State Department of Social Services licensing standards of health and safety.

Good knowledge of: nutritional, health and safety needs of children;; pertinent Federal, State and local laws, codes, and regulations including DSS Title 22 regulations, CDE Title 5 regulations, State and County Health and Safety Codes, Playground Safety Regulations, and Federal Food Program for Children and Adults Regulations; principles of supervision, training, and performance evaluations.

Knowledge of: community resources; special needs of children from diverse backgrounds; principles and practices of management and budgeting.

Ability to: plan, organize and supervise activities of a child development center or specialized project; train, motivate and evaluate personnel and volunteers; identify and assess developmental needs of infants, toddlers and preschool age children; establish and maintain effective relationships with personnel, children, parents, volunteers, and the community; be sensitive to children from diverse backgrounds; provide professional leadership and direction of a child development center or specialized project; recommend and implement goals, objectives and practices for providing effective and efficient child development services; analyze problems, identify alternative solutions, project consequences of proposed action, and implement recommendation in support of child development goals; prepare clear and concise administrative reports; communicate clearly and concisely, both orally and in writing.

**ASSOCIATE DIRECTOR I
(Academic)**

Knowledge and Abilities (continued)

License:

Certificate of completion of a 15-hour course in preventive First Aid. Certificate of completion of CPR training for infants, children and adults.

AND

Possession of a Child Development Program Director Permit or Site Supervisor Permit issued by the State of California, Commission on Teacher Credentialing.

AND

Possession of, or ability to obtain, an appropriate, valid driver's license.

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

GENERAL RESPONSIBILITIES

Under the direction of the Vice President of Academic Affairs, the Dean of Library, Arts, Humanities and Social Sciences 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 of comprehensive Library, Arts, Humanities and Social Sciences programs. Fosters collaboration among disciplines and faculty. Serves on the College Curriculum Committee, and may serve on the District Curriculum/Instruction Council.

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

Reviews all Division programs and special events 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/LIBRARY, ARTS, 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 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/LIBRARY, ARTS, 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.

HR:pw
Approved by the Board: June 18, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
REVISED JUNE 2012

**ASSOCIATE DIRECTOR II
(Academic)**

CLASS SUMMARY

Under the general direction of a Director, assumes responsibilities for the administrative duties of a Child Development Center or specialized project. This class is responsible for a large center or project.

REPRESENTATIVE DUTIES

Plans, coordinates, supervises and evaluates classroom and support activities at a child development center or special project; coordinates staff schedules; identifies program needs and objectives; trains, supervises and evaluates certificated, classified and support staff; conducts staff meetings; evaluates program activities and recommends changes; enrolls children in center according to state or federal guidelines and district policies through interviews and evaluation of applications; orients parents and children; maintains records and reports; orders and purchases supplies and equipment; plans and implements parent participation program; coordinates student observers; seeks and coordinates community involvement in the program; provides referrals to appropriate community services.

ORGANIZATIONAL RELATIONSHIPS

The Associate Director reports to a Director. This position supervises: master teachers, teachers, child development interns, student assistants, cooks, clerks, and custodians. The Associate Director works with parents, college students, community agencies, staff, and children.

DESIRABLE QUALIFICATION GUIDE

Training and Experience

BA in early childhood education, child development or a closely related field.

OR

An equivalent combination of training and experience.

AND

ASSOCIATE DIRECTOR II
(Academic)

Training and Experience (continued)

Demonstrated sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of community college students.

At least five years of progressively responsible teaching experience in a child development center including at least one year in a lead or supervisory capacity.

Knowledge and Abilities

Thorough knowledge of: philosophy, concepts, methods, terminology, and techniques for the development of infants, toddlers and preschool age children; methods and practices for selecting, training, and supervising staff volunteers; State Department of Social Services licensing standards of health and safety.

Good knowledge of: nutritional, health and safety needs of children;; pertinent Federal, State and local laws, codes, and regulations including DSS Title 22 regulations, CDE Title 5 regulations, State and County Health and Safety Codes, Playground Safety Regulations, and Federal Food Program for Children and Adults Regulations; principles of supervision, training, and performance evaluations.

Knowledge of: community resources; special needs of children from diverse backgrounds; principles and practices of management and budgeting.

Ability to: plan, organize and supervise activities of a child development center or specialized project; train, motivate and evaluate personnel and volunteers; identify and assess developmental needs of infants, toddlers and preschool age children; establish and maintain effective relationships with personnel, children, parents, volunteers, and the community; be sensitive to children from diverse backgrounds; provide professional leadership and direction of a child development center or specialized project; recommend and implement goals, objectives and practices for providing effective and efficient child development services; analyze problems, identify alternative solutions, project consequences of proposed action, and implement recommendation in support of child development goals; prepare clear and concise administrative reports; communicate clearly and concisely, both orally and in writing.

**ASSOCIATE DIRECTOR II
(Academic)**

Knowledge and Abilities (continued)

License:

Certificate of completion of a 15-hour course in preventive First Aid. Certificate of completion of CPR training for infants, children and adults.

AND

Possession of a Child Development Program Director Permit or Site Supervisor Permit issued by the State of California, Commission on Teacher Credentialing.

AND

Possession of, or ability to obtain, an appropriate, valid driver's license.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Permanent 2012/2013 Cabinet Salary Schedule

TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Exec. Vice Chancellor, HR & Educational Services	\$163,995.68	\$170,548.16	\$177,357.84	\$184,461.46	\$191,846.77	\$199,526.04	\$207,511.49
Vice Chancellor, Business Operations & Fiscal Services	\$163,995.68	\$170,548.16	\$177,357.84	\$184,461.46	\$191,846.77	\$199,526.04	\$207,511.49
President, Santa Ana College	\$163,995.68	\$170,548.16	\$177,357.84	\$184,461.46	\$191,846.77	\$199,526.04	\$207,511.49
President, Santiago Canyon College	\$163,995.68	\$170,548.16	\$177,357.84	\$184,461.46	\$191,846.77	\$199,526.04	\$207,511.49

ADDITIONAL COMPENSATION

All Cabinet Members

**Professional
Expense Allowance:** \$331.28 per month

**Vice Chancellors & College
Presidents**

Tax Sheltered Annuity: \$536.31 per month

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
MANAGEMENT SALARY SCHEDULE
Permanent Effective July 1, 2012**

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
A	\$128,857.24	\$134,001.25	\$139,377.96	\$144,950.62	\$150,731.50	\$156,769.58	\$163,040.36
B	\$120,626.85	\$125,440.16	\$130,461.69	\$135,666.93	\$141,092.63	\$146,738.78	\$152,617.64
C	\$112,371.94	\$116,854.58	\$121,520.92	\$126,383.23	\$131,441.50	\$136,695.72	\$142,170.42
D	\$104,068.06	\$108,232.25	\$112,567.90	\$117,062.79	\$121,753.62	\$126,615.93	\$131,686.45
E	\$93,706.57	\$98,397.41	\$103,320.95	\$108,489.45	\$113,902.90	\$119,610.29	\$125,587.14
F	\$87,068.35	\$91,440.75	\$96,009.13	\$100,810.19	\$105,856.21	\$111,147.19	\$116,695.36
G	\$81,985.59	\$86,088.54	\$90,387.47	\$94,906.83	\$99,646.66	\$104,643.70	\$109,873.44
H	\$77,319.25	\$81,189.50	\$85,255.71	\$89,517.89	\$93,988.27	\$98,691.35	\$103,627.14
I	\$73,069.32	\$76,719.12	\$80,564.87	\$84,582.09	\$88,807.52	\$93,265.65	\$97,919.75
J	\$69,309.30	\$72,763.13	\$76,412.92	\$80,221.94	\$84,239.15	\$88,452.34	\$92,873.73
K	\$65,781.99	\$69,076.60	\$72,505.93	\$76,131.22	\$79,940.24	\$83,957.46	\$88,158.40
L	\$62,609.85	\$65,732.99	\$69,027.60	\$72,469.19	\$76,082.24	\$79,891.25	\$83,896.23
M	\$59,694.92	\$62,695.59	\$65,818.73	\$69,113.34	\$72,567.17	\$76,192.47	\$80,001.47
N	\$57,171.91	\$60,037.85	\$63,026.27	\$66,186.16	\$69,493.02	\$72,971.34	\$76,621.14
O	\$54,746.88	\$57,478.10	\$60,356.29	\$63,356.96	\$66,529.09	\$69,872.69	\$73,363.27
P	\$52,628.04	\$55,261.28	\$58,029.24	\$60,919.68	\$63,969.34	\$67,178.21	\$70,546.31
Q	\$50,717.41	\$53,240.42	\$55,898.16	\$58,715.11	\$61,654.54	\$64,728.69	\$67,974.31
R	\$48,892.51	\$51,342.04	\$53,901.79	\$56,596.27	\$59,400.98	\$62,389.40	\$65,500.29

Board Approved: June 18, 2012

1.0% Adjustment

Title	Grade	Position	Designation	Title	Grade	Position	Designation
Accounting Manager - Accounts Payable	G	Classified	Supervisory	Director, ACT/Corporate Training	F	Classified	Supervisory
Accounting Manager - Payroll	G	Classified	Supervisory	Director, Academic Support	D	Classified	Supervisory
Accounting Manager - Fiscal Services	E	Classified	Supervisory	Director, Administrative Services	C	Classified	Administrative
Assistant Director, OC Small Business Development Center	L	Classified	Supervisory	Director, Apprenticeship Programs	H	Classified	Supervisory
Assistant Dean, Fire Technology	F	Academic	Administrative	Director, Auxiliary Services	F	Classified	Supervisory
Assistant Dean, Institutional Effectiveness & Assessment	F	Academic	Administrative	Director, Center of Excellence	F	Classified	Supervisory
Assistant Dean, Student Services	E	Academic	Administrative	Director, Center for International Trade Development	F	Classified	Supervisory
Assistant to the Executive Vice Chancellor	M	Classified	Confidential	Director, Child Development Center I	L	Academic	Supervisory
Assistant to the President	M	Classified	Confidential	Director, Child Development Center II	J	Academic	Supervisory
Assistant to the Vice Chancellor	M	Classified	Confidential	Director, College Advancement	G	Classified	Supervisory
Assistant Vice Chancellor, Educational Services	B	Classified	Administrative	Director, Communications & Publications	E	Classified	Supervisory
Assistant Vice Chancellor, Facility Planning & District Support Services	B	Classified	Administrative	Director, Community Relations & External Affairs	F	Classified	Supervisory
Assistant Vice Chancellor, Fiscal Services	B	Classified	Administrative	Director, Data Center Operations	D	Classified	Supervisory
Assistant Vice Chancellor, Human Resources	B	Academic	Administrative	Director, Digital Media Center	E	Classified	Supervisory
Assistant Vice Chancellor, Information Technologies Services	B	Classified	Administrative	Director, District Construction & Support Services	C	Classified	Administrative
Associate Dean, Admissions & Records	D	Academic	Administrative	Director, District Relations	G	Classified	Supervisory
Associate Dean, Disabled Student Programs & Services	E	Academic	Administrative	Director, District Safety/Security	G	Classified	Supervisory
Associate Dean, EOPS	E	Academic	Administrative	Director, Fire Education	H	Academic	Supervisory
Associate Dean, Exercise Science	D	Academic	Administrative	Director, Information Systems	D	Classified	Supervisory
Associate Dean, Financial Aid	E	Academic	Administrative	Director, Institutional Services	E	Classified	Administrative
Associate Dean, Fine & Performing Arts	D	Academic	Administrative	Director, National Hispanic Business Womens Assoc	L	Classified	Supervisory
Associate Dean, Fire Technology	D	Academic	Administrative	Director, Orange County Women's Business Center	F	Classified	Supervisory
Associate Dean, Health Science & Nursing	D	Academic	Administrative	Director, Programming & Operations	D	Classified	Supervisory
Associate Dean, Information & Learning Resources	E	Academic	Administrative	Director, Purchasing Services	F	Classified	Supervisory
Associate Dean, Instructional & Student Services	D	Academic	Administrative	Director, Research	F	Classified	Supervisory
Associate Dean, Student Development	D	Academic	Administrative	Director, Small Business Development Center	E	Classified	Supervisory
Associate Dean, Student Services	D	Academic	Administrative	Director, Special Programs	H	Classified	Supervisory
Associate Director I, Child Development Center	Q	Academic	Supervisory	Director, Statewide Business/Entrepreneurship Initiative	E	Classified	Supervisory
Associate Director II, Child Development Center	O	Academic	Supervisory	Director, Workforce Education	C	Academic	Administrative
Associate Registrar	K	Classified	Supervisory	District Safety & Security Supervisor	M	Classified	Supervisory
Benefits Analyst	L	Classified	Confidential	Employment Services Manager	H	Classified	Supervisory
Bookstore Coordinator	L	Classified	Supervisory	Enrollment Reporting Manager	G	Classified	Supervisory
Bookstore Manager	J	Classified	Supervisory	Environmental Safety & Emergency Services Manager	L	Classified	Supervisory
Budget Analyst	K	Classified	Confidential	Executive Assistant to the Board of Trustees	K	Classified	Confidential
Business Programs and Services Manager	O	Classified	Supervisory	Executive Assistant to the Chancellor	J	Classified	Confidential
Chief Engineer/Broadcast Operations Manager	H	Classified	Supervisory	Executive Director, Child Development Services	E	Academic	Administrative
Construction Supervisor	I	Classified	Supervisory	Executive Director, Business Development	D	Classified	Supervisory
Contracts Manager	I	Classified	Supervisory	Executive Director, Public Affairs/Governmental Relations	C	Classified	Administrative
Custodial Supervisor	O	Classified	Supervisory	Family Services Manager	M	Academic	Supervisory
Dean, Business	B	Academic	Administrative	Human Resources Analyst	L	Classified	Confidential
Dean, Career Education & Workforce Development	B	Academic	Administrative	Graphic Communications Manager	H	Classified	Supervisory
Dean, Counseling	B	Academic	Administrative	Internal Auditor	H	Classified	Supervisory
Dean, Counseling & Student Support Services	B	Academic	Administrative	Inventory, Delivery & Storage Supervisor	L	Classified	Supervisory
Dean, Exercise Science, Health & Athletics	B	Academic	Administrative	Media Systems Manager	H	Classified	Supervisory
Dean, Fine & Performing Arts	B	Academic	Administrative	Facilities Manager	I	Classified	Supervisory
Dean, Human Services & Technology	B	Academic	Administrative	Project Manager	E	Classified	Supervisory
Dean, Humanities & Social Sciences	B	Academic	Administrative	Public Information Officer	I	Classified	Supervisory
Dean, Instruction & Student Services	B	Academic	Administrative	Publications Manager	H	Classified	Supervisory
Dean, Instructional Services	B	Academic	Administrative	Registrar	G	Classified	Supervisory
Dean, Instructional Services & Career Education	B	Academic	Administrative	Risk Manager	H	Classified	Supervisory
Dean, Science & Mathematics	B	Academic	Administrative	Vice President, Academic Affairs	A	Academic	Administrative
Dean, Special Services	B	Academic	Administrative	Vice President, Administrative Services	A	Classified	Administrative
Dean, Student Affairs	B	Academic	Administrative	Vice President, Continuing Education	A	Academic	Administrative
Director of Grants	F	Classified	Supervisory	Vice President, Student Services	A	Academic	Administrative

Board Approved: June 18, 2012

Revised: June 18, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT **Attachment #7**
2012/2013 ADMINISTRATIVE/ACADEMIC SUPERVISORY STEP INCREASES EFFECTIVE
JULY 1, 2012

NAME	TITLE	ASSIGNMENT	LOC	GRADE	STEP	ANNUAL
Bridges, Avie	Dean	Exercise Science, Health & Athletics	SAC	B	7	\$152,617.64
Bryant, Micki	Dean	Counseling Division	SAC	B	5	\$141,092.63
Castellon, Maria	Assoc Director	SAC East Child Development Center	DO	O	3	\$60,356.29
Chaplin, Elyse	Assoc Dean	Disabled Students Programs & Svcs	SAC	E	2	\$98,397.41
Dooley, Bennie	Dean	Business	SAC	B	2	\$125,440.16
Doughty, Corine	Dean	Business & Career Technical Education	SCC	B	2	\$125,440.16
Finch, John	Asst Dean	Criminal Justice	SAC	F	3	\$96,009.13
Foster, Paul	Vice President	Administrative Svcs	SAC	A	3	\$139,377.96
Gable, Marsha	Assoc Dean	Extended Opportunities Programs & Svcs	SAC	E	2	\$98,397.41
Gonzalez, Zeferina	Assoc Director	SAC Child Development Center	DO	O	4	\$63,356.96
Hoffman, Simon	Dean	Human Svcs & Technology	SAC	B	6	\$146,738.78
Isais, Enriqueta	Director I	CEC Child Development Center	DO	L	3	\$69,027.60
Kennedy, James	Interim Vice President	Continuing Education	SAC	A	4	\$144,950.62
Kosko, Christine	Assoc Dean	Instructional & Student Services	SAC	D	2	\$108,232.25
Liang, Mark	Assoc Dean	Admissions & Records	SAC	D	3	\$112,567.90
Nashua, Loy	Assoc Dean	Student Development	SAC	D	4	\$117,062.79
Odum, Darryl	Director	District Construction & Support Svcs	DO	C	6	\$136,695.72
Pham, My Le	Interim Assoc Director	Early Head Start	DO	O	2	\$57,478.10
Rose, Linda	Vice President	Academic Affairs	SAC	A	3	\$139,377.96
Stringer, Martin	Interim Dean	Math & Sciences	SCC	B	4	\$135,666.93
Turner, Sylvia	Dean	Fine & Performing Arts	SAC	B	7	\$152,617.64
Van, Connie	Interim Assoc Director	Early Head Start	DO	O	2	\$57,478.10
Wahl, Susan	Director I	SCC Child Development Center	DO	L	4	\$72,469.19

Prepared by Penny Wilkerson, Human Resources, 6/12/12

**CLASSIFIED SUPERVISORY/CONFIDENTIAL STEP INCREASES
EFFECTIVE JULY 1, 2012**

Note: A Management/Supervisory/Confidential employee must be employed or receive a promotion before January 1st of a fiscal year to receive a step increment on July 1st of the next fiscal year. (Reference, Section 4401 of the Board Policy)

	LAST NAME	FIRST NAME	GRADE	STEP	ANNUAL AMT	NEW SALARY	
						NEW STEP	NEW RATE
1	Alvano	Patricia	K	5	79148.75	6	83,957.46
2	Arteaga	Elizabeth	L	3	68344.16	4	72,469.19
3	Bonetati	Thomas	J	1	68623.07	2	72,763.13
4	Chamorro	Gustavo	E	3	102297.97	4	108,489.45
5	Cossio-Muniz	Ruth	F	2	90535.40	3	96,009.13
6	Duenas	Gabriel	O	3	64240.60	4	63,356.96
7	Gerard	Debra	J	3	75656.36	4	80,221.94
8	Honda	Linda	L	2	65082.17	3	69,027.60
9	Irwin	Kari	F	5	104808.13	6	111,147.19
10	Jeffery	William	J	5	83405.10	6	88,452.34
11	Jones	Ronald	O	6	74369.45	7	73,363.27
12	Lucarelli	Phyllis	K	3	71788.05	4	76,131.22
13	Maus	Donald	H	5	93057.69	6	98,691.35
14	Melendez	Linda	M	6	75438.09	7	80,001.47
15	Mozaffari	Leila	E	6	118426.03	7	125,887.14
16	Nguyen	Phuong	K	5	79148.75	6	83,957.46
17	Oropeza	Alfonso	D	4	115903.75	5	117,062.79
18	Oviedo	Alex	I	5	87928.24	6	93,265.65
19	Pham	Nga	F	6	110046.72	7	116,695.36
20	Quach	Nguyen	D	6	125362.31	7	131,686.45
21	Rodriguez	Josephine	M	5	71848.68	6	76,192.47
22	Rodriguez	Sergio	E	3	102297.97	4	108,489.45
23	Roessler	Michael	E	5	112775.15	6	119,610.29
24	Romero	Christina	G	3	89492.54	4	94,906.83
25	Sandoval	Maricela	O	4	62729.66	5	66,529.09
26	Santoyo	Sarah	F	2	90535.40	3	96,009.13
27	Tran	Sheena	H	6	97714.21	7	103,627.14
28	Truong	Huey	G	5	98660.06	6	104,643.70
29	Winter	Alistair	M	2	62074.84	3	65,818.73

Board Approved: June 18, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and Shelly Jaffray ("Administrator"), on the other hand, hereby enter into this Educational Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Dean of Humanities and Social Sciences Division at Santa Ana College. Administrator is an "academic employee" as defined in sub-section "a" of Section 87001 of the *Education Code*, is an "educational administrator" as defined in sub-section "b" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.
3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing July 1, 2012 and ending June 30, 2014. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.
4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.
6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the

District for which Administrator is qualified, and may change the title of the Position, during the term of this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$135,666.93 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance

with Section 87458 of the *Education Code*. Administrator has the responsibility to present the necessary transcripts and materials to District pursuant to Board policy and procedures in order to maintain any current faculty service area or acquire faculty service areas.

16. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 20 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement.

17. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty, insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

18. **Dismissal or Imposition of Penalties During the Term of this Agreement If Tenured.** Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.

19. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 18 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

21. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

22. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

23. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

24. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

25. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

26. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
CLASSIFIED ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Rancho Santiago Community College District ("District"), on the one hand, and Adam O'Connor ("Administrator"), on the other hand, hereby enter into this Classified Administrator Employment Agreement ("Agreement") pursuant to sub-section "a" of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** District hereby employs Administrator in the position of Assistant Vice Chancellor of Fiscal Services. Administrator is a "classified employee" as defined in sub-section "b" of Section 87001.5 of the *Education Code*, is a "classified administrator" as defined in sub-section "c" of Section 87002 of the *Education Code*, and is a "management employee" as defined in sub-section "g" of Section 3540.1 of the *Government Code*.
3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing July 1, 2012 and ending June 30, 2014. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.
4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.
5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator's duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.
6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the District for which Administrator is qualified, and may change the title of the Position, during the term of

this Agreement, but there shall be no loss of compensation by Administrator due to such discretionary transfer, reassignment, or title change.

7. **Salary.** District shall pay an annual salary to Administrator in the amount of \$152,617.64 per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District.

8. **Work Year.** Administrator is a full-time employee of the District with a work year of 12 months per year. Administrator is entitled to be absent during District-designated holidays.

9. **Health and Welfare Benefits.** District shall provide Administrator with the same health and welfare benefits as currently approved or as subsequently modified by the Board of Trustees for all District administrators.

10. **Vacation.** Administrator shall accrue two and one-quarter vacation days for each month of service. Administrator may not accumulate more than 54 days of unused vacation as of July 1 of any academic year.

11. **Leaves.** Administrator shall be entitled to leaves of absence as provided by law or Board Policy, as may be amended from time-to-time.

12. **Teaching Assignments.** Subject to Board approval, and presuming that Administrator meets minimum qualifications, Administrator may serve as an instructor in no more than one class per semester for additional compensation, provided that such teaching does not impair Administrator's service in the Position.

13. **Professional Meetings and Activities.** Prior approval by the Chancellor shall be obtained for Administrator to attend any meeting or activity related to Administrator's employment in the Position. The reasonable and necessary expenses of attendance by Administrator at such a meeting or activity shall be paid by District only if approved by the Chancellor and the Board of Trustees.

14. **Evaluation.** Administrator shall be evaluated in writing at any time by Administrator's immediate supervisor, pursuant to Board Policy and procedures, utilizing established goals and objectives, self-assessments, the job description for the Position, and input from other employees.

15. **Retreat Rights.** Administrator has no retreat rights to any faculty or classified position, except as provided by law.

16. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be dishonesty,

insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, persistent or serious violation of law or of Board Policy or procedures, or any material and substantial breach of this Agreement. Administrator shall be entitled to due process protections as required by law.

17. **Resignation.** Administrator may resign from District employment at any time during the term of this Agreement upon 90 days prior written notice to the Board of Trustees, or upon a shorter period of time as may be approved by the Board of Trustees.

18. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Section 16 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

19. **Medical Examination.** Upon request of the Board of Trustees or the Chancellor, Administrator agrees to undergo a comprehensive physical and/or psychiatric examination to determine if Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position. The costs of any such examination shall be paid for by District. A confidential written report regarding any such examination shall be filed with the Board of Trustees or the Chancellor indicating whether Administrator is able, with or without reasonable accommodation, to perform the essential functions of the Position.

20. **Severability.** If any provision of this Agreement is ruled to be contrary to law, all other provisions of this Agreement shall continue to remain in full force and effect.

21. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

22. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

23. **Mandatory Mediation and Arbitration.** Except as otherwise prohibited by law, the Parties agree that any dispute, claim, or controversy arising out of the Parties' employment relationship, including, but not limited to, alleged violations of federal, state, or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions of the *Education Code*, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The mediator and any necessary Arbitrator shall be selected through Judicial Arbitration & Mediation Services/Endispute (JAMS). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Parties

agree that they have carefully read Attachment "A," knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

24. **Ratification.** The Parties agree that this Agreement is not binding or enforceable unless and until it is duly ratified by the Board of Trustees.

The Parties have duly executed this Agreement on the dates indicated below.

For District

Date

Administrator

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/2013 PERMANENT FARSCCD SALARY SCHEDULE

ATTACHMENT #11

175 Day Contract Faculty

EFFECTIVE JULY 1, 2012

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$52,727.05	\$56,650.90	\$59,249.63	\$61,847.35	\$64,445.07	\$67,042.79	\$69,751.61
4	\$55,159.13	\$59,082.98	\$61,683.73	\$64,277.41	\$66,877.15	\$69,463.76	\$72,175.61
5	\$57,582.12	\$61,513.04	\$64,108.74	\$66,709.49	\$69,294.08	\$71,895.84	\$74,606.68
6	\$60,011.17	\$63,941.08	\$66,537.79	\$69,131.47	\$71,728.18	\$74,326.91	\$77,034.72
7	\$62,437.19	\$66,370.13	\$68,970.88	\$71,573.65	\$74,161.27	\$76,761.01	\$79,462.76
8	\$64,869.27	\$68,795.14	\$71,395.89	\$73,988.56	\$76,588.30	\$79,188.04	\$81,890.80
9	\$67,299.33	\$71,228.23	\$73,832.01	\$76,418.62	\$79,020.38	\$81,612.04	\$84,317.83
10	\$69,728.38	\$73,660.31	\$76,257.02	\$78,846.66	\$81,445.39	\$84,041.09	\$86,747.89
11	\$72,157.43	\$76,088.35	\$78,679.00	\$81,280.76	\$83,876.46	\$86,471.15	\$89,178.96
12	\$74,587.49	\$78,518.41	\$81,112.09	\$83,706.78	\$86,299.45	\$88,899.19	\$91,605.99
13		\$80,945.44	\$83,539.12	\$86,138.86	\$88,734.56	\$91,330.26	\$94,035.04
14		\$83,374.49	\$85,969.18	\$88,567.91	\$91,164.62	\$93,762.34	\$96,465.10
15		\$85,803.54	\$88,399.24	\$90,998.98	\$93,591.65	\$96,189.37	\$98,893.14
16				\$93,429.04	\$96,017.67	\$98,617.41	\$101,322.19
A						\$101,043.43	\$103,750.23
B						\$103,475.51	\$106,178.27
C						\$105,905.57	\$108,607.32

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

- CLASS I**
- a) Bachelor's degree
 - b) Vocational placement - appropriate minimum qualifications
- CLASS II**
- a) Master's degree
 - b) Bachelor's degree plus 45 approved semester units earned after award of the degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Associate degree or 65 approved semester units plus six years approved work experience credit
 - 2. Bachelor's degree plus three years approved work experience credit
- CLASS III**
- a) Master's degree plus 15 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 49 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Associate degree plus 30 approved semester units or 95 approved semester units plus nine years approved work experience credit
 - 2. Bachelor's degree plus six years approved work experience credit
 - 3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/2013 PERMANENT FARSCCD SALARY SCHEDULE
175 Day Contract Faculty
EFFECTIVE JULY 1, 2012

ATTACHMENT #11

- CLASS IV**
- a) Master's degree plus 30 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 64 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Bachelor's degree plus nine years approved work experience credit
 - 2. Completion of 15 approved semester units after initial placement on Class III

- CLASS V**
- a) Master's degree plus 45 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 79 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit
 - 2. Master's degree plus nine years approved work experience credit
 - 3. Completion of 15 approved semester units after initial placement on Class IV

- CLASS VI**
- a) Master's degree plus 60 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 94 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Master's degree plus 15 approved semester units plus nine years
 - 2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V

- CLASS VII**
- a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/20123 PERMANENT FARSCCD SALARY SCHEDULE
192 Day Contract Faculty
 EFFECTIVE JULY 1, 2012

Attachment #12

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$57,849.77	\$62,154.39	\$65,005.62	\$67,855.84	\$70,706.06	\$73,556.28	\$76,527.70
4	\$60,518.19	\$64,822.81	\$67,676.06	\$70,522.24	\$73,374.48	\$76,212.58	\$79,187.03
5	\$63,176.51	\$67,489.21	\$70,337.41	\$73,190.66	\$76,025.73	\$78,881.00	\$81,854.44
6	\$65,840.89	\$70,152.58	\$73,001.79	\$75,847.97	\$78,696.17	\$81,547.40	\$84,518.82
7	\$68,503.25	\$72,817.97	\$75,671.22	\$78,527.50	\$81,365.60	\$84,217.84	\$87,182.19
8	\$71,171.67	\$75,478.31	\$78,331.56	\$81,176.73	\$84,028.97	\$86,881.21	\$89,846.57
9	\$73,837.06	\$78,147.74	\$81,005.03	\$83,843.13	\$86,697.39	\$89,540.54	\$92,508.93
10	\$76,502.45	\$80,816.16	\$83,665.37	\$86,506.50	\$89,357.73	\$92,205.93	\$95,175.33
11	\$79,167.84	\$83,480.54	\$86,322.68	\$89,176.94	\$92,025.14	\$94,871.32	\$97,842.74
12	\$81,833.23	\$86,145.93	\$88,992.11	\$91,839.30	\$94,683.46	\$97,535.70	\$100,505.10
13		\$88,809.30	\$91,654.47	\$94,506.71	\$97,354.91	\$100,203.11	\$103,170.49
14		\$91,474.69	\$94,320.87	\$97,172.10	\$100,021.31	\$102,871.53	\$105,836.89
15		\$94,139.07	\$96,987.27	\$99,839.51	\$102,683.67	\$105,533.89	\$108,500.26
16				\$102,505.91	\$105,346.03	\$108,198.27	\$111,165.65
A						\$110,859.62	\$113,829.02
B						\$113,528.04	\$116,493.40
C						\$116,194.44	\$119,157.78

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

- CLASS I**
- a) Bachelor's degree
 - b) Vocational placement - appropriate minimum qualifications
- CLASS II**
- a) Master's degree
 - b) Bachelor's degree plus 45 approved semester units earned after award of the degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Associate degree or 65 approved semester units plus six years approved work experience credit
 - 2. Bachelor's degree plus three years approved work experience credit
- CLASS III**
- a) Master's degree plus 15 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 49 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit
 - 2. Bachelor's degree plus six years approved work experience credit
 - 3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/20123 PERMANENT FARSCCD SALARY SCHEDULE
192 Day Contract Faculty
EFFECTIVE JULY 1, 2012

Attachment #12

- CLASS IV**
- a) Master's degree plus 30 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 64 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Bachelor's degree plus nine years approved work experience credit
 - 2. Completion of 15 approved semester units after initial placement on Class III

- CLASS V**
- a) Master's degree plus 45 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 79 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit
 - 2. Master's degree plus nine years approved work experience credit
 - 3. Completion of 15 approved semester units after initial placement on Class IV

- CLASS VI**
- a) Master's degree plus 60 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 94 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Master's degree plus 15 approved semester units plus nine years
 - 2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V

- CLASS VII**
- a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/2013 PERMANENT FARSCCD SALARY SCHEDULE
225 Day Contract Faculty
 EFFECTIVE JULY 1 , 2012

Attachment #13

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$67,792.21	\$72,837.16	\$76,178.24	\$79,518.31	\$82,858.38	\$86,198.45	\$89,680.93
4	\$70,919.17	\$75,964.12	\$79,308.23	\$82,643.25	\$85,985.34	\$89,311.27	\$92,797.79
5	\$74,035.02	\$79,089.06	\$82,426.10	\$85,770.21	\$89,093.11	\$92,438.23	\$95,923.74
6	\$77,157.94	\$82,209.96	\$85,549.02	\$88,884.04	\$92,222.09	\$95,563.17	\$99,044.64
7	\$80,276.82	\$85,333.89	\$88,676.99	\$92,024.13	\$95,351.07	\$98,693.16	\$102,166.55
8	\$83,403.78	\$88,451.76	\$91,794.86	\$95,128.87	\$98,470.96	\$101,814.06	\$105,288.46
9	\$86,527.71	\$91,579.73	\$94,926.87	\$98,252.80	\$101,597.92	\$104,929.91	\$108,409.36
10	\$89,651.64	\$94,706.69	\$98,044.74	\$101,374.71	\$104,715.79	\$108,052.83	\$111,533.29
11	\$92,774.56	\$97,828.60	\$101,159.58	\$104,504.70	\$107,841.74	\$111,177.77	\$114,659.24
12	\$95,898.49	\$100,952.53	\$104,287.55	\$107,623.58	\$110,956.58	\$114,299.68	\$117,779.13
13		\$104,073.43	\$107,407.44	\$110,750.54	\$114,087.58	\$117,424.62	\$120,903.06
14		\$107,196.35	\$110,532.38	\$113,873.46	\$117,212.52	\$120,551.58	\$124,026.99
15		\$110,319.27	\$113,656.31	\$116,999.41	\$120,332.41	\$123,712.88	\$127,148.90
16				\$120,123.34	\$123,451.29	\$126,794.39	\$130,271.82
A						\$129,913.27	\$133,393.73
B						\$133,040.23	\$136,515.64
C						\$136,165.17	\$139,638.56

CLASS PLACEMENT REQUIREMENTS FOR INITIAL PLACEMENT AND/OR CLASS CHANGES

- CLASS I**
- a) Bachelor's degree
 - b) Vocational placement - appropriate minimum qualifications
- CLASS II**
- a) Master's degree
 - b) Bachelor's degree plus 45 approved semester units earned after award of the degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Associate degree or 65 approved semester units plus six years approved work experience credit
 - 2. Bachelor's degree plus three years approved work experience credit
- CLASS III**
- a) Master's degree plus 15 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 49 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Associate degree plus 30 approved semester units, or 95 approved semester units plus nine years approved work experience credit
 - 2. Bachelor's degree plus six years approved work experience credit
 - 3. Completion of 15 approved semester units after initial placement on Class II

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/2013 PERMANENT FARS CCD SALARY SCHEDULE
225 Day Contract Faculty
EFFECTIVE JULY 1 , 2012

Attachment #13

- CLASS IV**
- a) Master's degree plus 30 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 64 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Bachelor's degree plus nine years approved work experience credit
 - 2. Completion of 15 approved semester units after initial placement on Class III

- CLASS V**
- a) Master's degree plus 45 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 79 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Bachelor's degree plus 45 approved semester units plus nine years approved work experience credit
 - 2. Master's degree plus nine years approved work experience credit
 - 3. Completion of 15 approved semester units after initial placement on Class IV

- CLASS VI**
- a) Master's degree plus 60 approved semester units earned after award of the degree
 - b) Bachelor's degree plus 94 approved semester units including a master's degree
 - c) Vocational placement - appropriate minimum qualifications plus one of the following:
 - 1. Master's degree plus 15 approved semester units plus nine years
 - 2. Completion of 15 approved semester units or nine years approved work experience credit after placement on Class V

- CLASS VII**
- a) Doctorate degree

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Attachment #14
2012/2013 PERMANENT FARSCCD SUMMER SALARY SCHEDULE "A"
 EFFECTIVE JUNE 3, 2013

TEACHING

(Multiply by 18 for LHE rate.)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$73.23	\$78.68	\$82.29	\$85.90	\$89.51	\$93.11	\$96.88
4	\$76.61	\$82.06	\$85.67	\$89.27	\$92.88	\$96.48	\$100.24
5	\$79.98	\$85.43	\$89.04	\$92.65	\$96.24	\$99.86	\$103.62

**LAB/COUNSELOR/LIBRARIAN/
NURSING**

(equivalent to 0.85 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$62.25	\$66.88	\$69.95	\$73.02	\$76.08	\$79.14	\$82.35
4	\$65.12	\$69.75	\$72.82	\$75.88	\$78.95	\$82.01	\$85.20
5	\$67.98	\$72.62	\$75.68	\$78.75	\$81.80	\$84.88	\$88.08

NON-TEACHING

(equivalent to 0.5 of a lecture hour)

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$36.62	\$39.34	\$41.15	\$42.95	\$44.76	\$46.56	\$48.44
4	\$38.31	\$41.03	\$42.84	\$44.64	\$46.44	\$48.24	\$50.12
5	\$39.99	\$42.72	\$44.52	\$46.33	\$48.12	\$49.93	\$51.81

Schedule A applies to all academic college credit employees who were employed on contract during the preceding academic year. Compensation for health services faculty, counselors, librarians, and laboratory assignments will be computed at .085 of a lecture hour.

Placement on Schedule A is according to class and step placement as of the spring semester immediately preceding summer school.

A maximum assignment of 1.5 LHE per week will be allowed for all instructors, up to a maximum of 12 LHE for the summer program. This is a weekly assigned maximum, not an average or aggregate of total weeks taught during a summer session.

A maximum of twenty seven (27) hours per week will be allowed for all counselors. Combined counseling and instructional assignments shall be subject to the 27 hour limit. Assignments during the summer session shall be 100% student contact unless modified by mutual agreement with the appropriate administrator.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Attachment #15
2012/2013 PERMANENT FARSccd SUMMER SALARY SCHEDULE "C"
NON-CREDIT CONTINUING EDUCATION PROGRAM FACULTY
 EFFECTIVE JULY 1, 2013

STEP	CLASS I	CLASS II	CLASS III	CLASS IV	CLASS V	CLASS VI	CLASS VII
1							
2							
3	\$82.39	\$88.52	\$92.58	\$96.64	\$100.70	\$104.75	\$108.99
4	\$86.19	\$92.32	\$96.38	\$100.43	\$104.50	\$108.54	\$112.77
5	\$89.97	\$96.11	\$100.17	\$104.23	\$108.27	\$112.34	\$116.57

Schedule C applies to all college non-credit full-time employees who were employed on contract during the preceding academic year and are continuing on contract for the ensuing academic year.

Placement on Schedule C is according to class and step placement as of the spring semester immediately preceding summer school.

Full-time instructors assigned to teach the course, Learning Disabilities Laboratory, shall be paid at 0.85 of the appropriate rate on this schedule.

A summer session assignment shall not exceed a total of 170 hours.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/2013 INTERIM FARSCCD SALARY SCHEDULE "B"
PART-TIME/BEYOND CONTRACT
 EFFECTIVE JULY 1, 2012

	Column I	Column II	Column III
TEACHING	(Lecture Hour Equivalent [LHE] = 18 times the hourly rate)		
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15
1			
2			
3	\$51.73	\$54.32	\$57.03
4	\$54.32	\$57.03	\$59.88

LAB/COUNSELING/LIBRARIAN/ NURSING	(equivalent to 0.85 of a lecture hour)		
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15
1			
2			
3	\$43.97	\$46.17	48.48
4	\$46.17	\$48.48	50.90

NON-TEACHING	(equivalent to 0.5 of a lecture hour)		
STEP	LESS THAN MASTER'S	MASTER'S	MASTER'S + 15
1			
2			
3	\$25.87	\$27.16	\$28.52
4	\$27.16	\$28.52	\$29.94

Schedule B applies to all non-contract college credit academic employees. Extra pay assignments beyond the regular contract load during the fall and spring semesters shall be paid at the established lecture hour equivalent (LHE) or fraction thereof. Part-time assignments in library, health services, and counseling shall be paid at 0.85 of the LHE rate shown.

The hourly pay rate for part-time psychologists who are college counselors assigned specifically to provide psychological services through the Health Centers will be \$70.00.

Initial placement for faculty is at step 3, with advancement occurring every two (2) semesters of part-time/beyond contract contract work.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2012/2013 INTERIM CEFA
PART-TIME, TEMPORARY, HOURLY SALARY SCHEDULE
EFFECTIVE JULY 1, 2012

Attachment #17

INSTRUCTION

STEP	LESS THAN MASTER'S	MASTER'S OR GREATER
1		
2	\$40.97	\$41.97
3	\$41.97	\$43.07
4	\$43.07	\$44.14

COUNSELING

Non-credit counselors salary paid by the district during 2008-2009 shall continue at the same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what it was as of 2008-2009, or the schedule below, whichever is greater.

STEP	LESS THAN MASTER'S	MASTER'S OR GREATER
1		
2	\$34.82	\$35.67
3	\$35.67	\$36.61
4	\$36.61	\$37.52

NON-INSTRUCTION

STEP	LESS THAN MASTER'S	MASTER'S OR GREATER
1		
2	\$20.49	\$20.99
3	\$20.99	\$21.54
4	\$21.54	\$22.07

COORDINATION

STEP	LESS THAN MASTER'S	MASTER'S OR GREATER
1	\$34.15	\$35.02

New employees shall be placed on Step 1 or 2 of the appropriate class. Advancement to the next step shall occur upon completion of three (3) semesters of service. A semester of service means that an instructor teaches at least 75% of the semester length. Continuing employees shall receive a step advancement upon completion of three (3) semesters of service subsequent to their last step advancement.

Time worked as a substitute, summer school employee, site administrator or in the credit program shall not count toward step placement.

Rancho Santiago Community College District
2012/2013 INTERIM CHILD DEVELOPMENT CENTER
TEACHER'S ASSOCIATION SALARY SCHEDULE
Effective July 1, 2012

TEACHER

STEP	ASSOCIATE			
	TEACHER	PERMIT	AA	BA
1	\$22,257	\$29,104	\$30,561	\$32,089
2	\$22,955	\$29,861	\$31,316	\$32,844
3	\$23,653	\$30,618	\$32,074	\$33,602
4	\$24,349	\$31,376	\$32,830	\$34,358
5	\$25,048	\$32,131	\$33,586	\$35,115
6	\$25,746	\$32,889	\$34,344	\$35,872
7	\$26,442	\$33,646	\$35,100	\$36,629
8	\$27,141	\$34,402	\$35,858	\$37,386
9	\$27,837	\$35,159	\$36,613	\$38,142
10	\$28,535	\$35,915	\$37,370	\$38,899
11	\$29,231	\$36,673	\$38,129	\$39,656
12	\$29,930	\$37,429	\$38,885	\$40,411

MASTER TEACHER

STEP	AA	BA	MA
	1	\$35,364	\$37,132
2	\$36,154	\$37,922	\$39,777
3	\$36,943	\$38,712	\$40,567
4	\$37,732	\$39,501	\$41,357
5	\$38,523	\$40,291	\$42,148
6	\$39,313	\$41,081	\$42,937
7	\$40,102	\$41,870	\$43,727
8	\$40,891	\$42,658	\$44,517
9	\$41,681	\$43,450	\$45,306
10	\$42,470	\$44,240	\$46,096
11	\$43,262	\$45,029	\$46,886
12	\$44,053	\$45,819	\$47,674

The annual rate will be paid in 12 equal monthly payments. A \$300/month stipend will be paid to the employee who serves in the capacity of Assistant Director. A \$500/month stipend will be paid to the employee who serves in the capacity of Site Supervisor.

Rancho Santiago Community College District
2012/2013 INTERIM CHILD DEVELOPMENT CENTER
TEACHER'S ASSOCIATION HOURLY SALARY SCHEDULE
 Effective July 1, 2012

TEACHER

STEP	ASSOCIATE TEACHER	PERMIT	AA	BA
1	\$13.44	\$17.58	\$18.46	\$19.38
2	\$13.86	\$18.03	\$18.91	\$19.83
3	\$14.28	\$18.49	\$19.37	\$20.29
4	\$14.70	\$18.95	\$19.83	\$20.75
5	\$15.13	\$19.40	\$20.28	\$21.21
6	\$15.55	\$19.86	\$20.74	\$21.66
7	\$15.97	\$20.32	\$21.20	\$22.12
8	\$16.39	\$20.77	\$21.65	\$22.58
9	\$16.81	\$21.23	\$22.11	\$23.03
10	\$17.23	\$21.69	\$22.57	\$23.49
11	\$17.65	\$22.15	\$23.03	\$23.95
12	\$18.07	\$22.60	\$23.48	\$24.40

MASTER TEACHER

STEP	AA	BA	MA
1	\$21.36	\$22.42	\$23.55
2	\$21.83	\$22.90	\$24.02
3	\$22.31	\$23.38	\$24.50
4	\$22.79	\$23.85	\$24.97
5	\$23.26	\$24.33	\$25.45
6	\$23.74	\$24.81	\$25.93
7	\$24.22	\$25.28	\$26.41
8	\$24.69	\$25.76	\$26.88
9	\$25.17	\$26.24	\$27.36
10	\$25.65	\$26.72	\$27.84
11	\$26.12	\$27.19	\$28.31
12	\$26.60	\$27.67	\$28.79

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2011/2012 2012/2013 FARSCCD CONTRACT SALARY STEP INCREASES

Attachment #20

NAME	COLLEGE	CLASS	NEW 11/12	NEW 12/13	NEW 11/12	NEW 12/13
			STEP EFF 2011FA	STEP EFF 2012FA	SALARY EFF 2011FA	SALARY EFF 2012FA
Abbey, Troy	SAC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Adams, Richard	SCC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Aguilar, Maria	SAC	V	7	8	\$73,427	\$76,588.30
Aguilera, Leonor	SCC	III	11	12	\$85,468	\$88,992.11
Andrade, Philippe	SAC	VII	8	9	\$81,080	\$84,317.83
Argo, Rosemary	SAC	VI	B (2)	B (3)	\$102,451	\$103,475.51
Armbruster, Lynda	SCC	VI	B (3)	C (M)	\$102,451	\$105,905.57
Baez, Elizabeth	SCC	VII	A (1)	A (2)	\$102,723	\$103,750.23
Bailey, Denise	SCC	VII	11	12	\$88,296	\$91,605.99
Baldizon-Rios, Nena	SCC	VII	A (3)	B (1)	\$112,702	\$116,493.40
Barembaum, Morrie	SCC	VI	15	16 (1)	\$95,237	\$98,617.41
Barnard, Rebecca	SAC	II	11	12	\$82,654	\$86,145.93
Bass, Stacey	SAC	II	9	10	\$70,523	\$73,660.31
Bautista, Steven	SAC	IV	16 (M)	n/a	\$101,491	n/a
Beers-McCormick, Lynnette	SCC	IV	11	12	\$80,476	\$83,706.78
Bennett, Gary	SAC	VII	A (1)	A (2)	\$102,723	\$103,750.23
Beyersdorf, Matthew	SAC	VII	10	11	\$85,889	\$89,178.96
Blake, Sherri	SAC	II	9	10	\$77,374	\$80,816.16
Bobb, Mary Ellen	SAC	VI	B (2)	B (3)	\$102,451	\$103,475.51
Bowers, Cherie	SAC	IV	13	14	\$85,286	\$88,567.91
Brandon, Kelly	SAC	VI	B (3)	C (M)	\$102,451	\$105,905.57
Breig, David	SAC	VI	13	14	\$90,426	\$93,762.34
Brooks, Debra	SCC	VI	C (M)	n/a	\$104,857	n/a
Brown, Angela	SAC	VI	12	13	\$96,570	\$100,203.11
Brown, Sharon	SAC	VII	A (1)	A (2)	\$102,723	\$103,750.23
Budarz, Timo	SAC	VII	12	13	\$90,699	\$94,035.04
Camarco, Lisa	SCC	IV	9	10	\$75,662	\$78,846.66
Campitelli-Smith, Melissa	SCC	VII	10	11	\$94,233	\$97,842.74
Cannon, Cari	SCC	VII	15	16 (1)	\$97,914	\$101,322.19
Cannon, Christopher	SAC	VI	8	9	\$78,404	\$81,612.04
Canzona, Paula	SAC	VI	A (1)	A (2)	\$109,762	\$110,859.62
Carrera, Cheryl	SAC	VII	16 (3)	A (1)	\$100,319	\$103,750.23
Carrion, Rodolfo	SCC	VI	12	13	\$96,570	\$100,203.11
Castillo, Ricardo	SAC	II	8	9	\$68,114	\$71,228.23
Coffman, Jodi	SAC	VII	14	15	\$95,510	\$98,893.14
Coliflores, Rowena	SAC	V	10	11	\$80,639	\$83,876.46
Collins, Monica	SAC	VI	13	14	\$90,426	\$93,762.34
Colunga, Molly	SAC	IV	16 (M)	n/a	\$92,504	n/a
Conner, Mary	SAC	VI	C (M)	n/a	\$104,857	n/a
Coto, Jennifer	SCC	VII	12	13	\$99,510	\$103,170.49
Courter, William	SAC	VI	A (2)	A (3)	\$100,043	\$101,043.43
Coyne, Claire	SAC	II	9	10	\$70,523	\$73,660.31

Prepared by Penny Wilkerson, Human Resources, 6/12/12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2011/2012 2012/2013 FARSCCD CONTRACT SALARY STEP INCREASES

Attachment #20

NAME	COLLEGE	CLASS	NEW 11/12	NEW 12/13	NEW 11/12	NEW 12/13
			STEP EFF 2011FA	STEP EFF 2012FA	SALARY EFF 2011FA	SALARY EFF 2012FA
Cummins, Shawn	SCC	VI	13	14	\$90,426	\$93,762.34
Deaver, Douglas	SCC	VII	13	14	\$93,104	\$96,465.10
DeCarbo, Michael	SCC	V	12	13	\$85,445	\$88,734.56
Deeley, Steven	SCC	IV	14	15	\$87,691	\$90,998.98
Dela Cusack, Lisa	SCC	VII	10	11	\$85,889	\$89,178.96
Diaz, Darlene	SCC	III	10	11	\$75,502	\$78,679.00
Doolittle Jr., Glenn	SAC	VII	B (2)	B (3)	\$105,127	\$106,178.27
Ehresmann, Beverly	SAC	VI	C (M)	n/a	\$104,857	n/a
El-Said, Nahla	SCC	VII	7	8	\$78,676	\$81,890.80
Emley, Catherine	SAC	V	14	15	\$90,262	\$93,591.65
Ettinger, Becky	SAC	V	14	15	\$90,262	\$93,591.65
Everett, Michael	SAC	VI	16 (3)	A (1)	\$97,641	\$101,043.43
Evett, Corinna	SCC	III	10	11	\$75,502	\$78,679.00
Fajardo, Lourdes	SCC	V	13	14	\$87,856	\$91,164.62
Fish, Zachary	SAC	VI	13	14	\$90,426	\$93,762.34
Foley, Denise	SCC	VII	14	15	\$95,510	\$98,893.14
Freidenrich, Sandra	SCC	VI	C (M)	n/a	\$104,857	n/a
Frias, Rodolfo	SCC	VII	16 (3)	A (1)	\$110,065	\$113,829.02
Frost, Alicia	SCC	II	8	9	\$68,114	\$71,228.23
Gaer, Susan	SAC	VI	B (1)	B (2)	\$102,451	\$103,475.51
Galvan, Javier	SAC	VII	A (3)	B (1)	\$102,723	\$106,178.27
Garnett, Susan	SAC	III	13	14	\$82,712	\$85,969.18
Geissler, Joseph	SCC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Gillette, Heather	SAC	III	12	13	\$80,309	\$83,539.12
Gilmour, Dennis	SAC	VI	C (M)	n/a	\$115,044	n/a
Gilreath, Genice	SAC	VI	B (1)	B (2)	\$102,451	\$103,475.51
Gonis, Andrew	SAC	VI	13	14	\$90,426	\$93,762.34
Granitto, James	SCC	VI	14	15	\$92,834	\$96,189.37
Guerrero-Phlaum, Martha	SAC	VII	12	13	\$90,699	\$94,035.04
Guzman, Kristen	SAC	VII	14	15	\$95,510	\$98,893.14
Hammonds, Elvin	SAC	VI	A (3)	B (1)	\$100,043	\$103,475.51
Harding, Glen	SAC	VII	A (1)	A (2)	\$102,723	\$103,750.23
Hassel, Elissa	SAC	VI	B (3)	C (M)	\$102,451	\$105,905.57
Hauscarriague, Anne	SCC	VII	A (1)	A (2)	\$102,723	\$103,750.23
Hester, James	SAC	VII	B (2)	B (3)	\$105,127	\$106,178.27
Hicks, Raymond	SAC	VI	16 (3)	A (1)	\$97,641	\$101,043.43
Higgins, Mark	SAC	VI	B (3)	C (M)	\$102,451	\$105,905.57
Ho, Pao Fen	SCC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Hoffman, Elizabeth	SCC	VI	A (1)	A (2)	\$109,762	\$110,859.62
Holder, Vera	SAC	VI	C (M)	n/a	\$104,857	n/a
Horgan, Linda	SAC	II	13	14	\$80,144	\$83,374.49
Houska, Robert	SCC	V	16 (M)	n/a	\$95,067	n/a

Prepared by Penny Wilkerson, Human Resources, 6/12/12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2011/2012 2012/2013 FARSCCD CONTRACT SALARY STEP INCREASES

Attachment #20

NAME	COLLEGE	CLASS	NEW 11/12	NEW 12/13	NEW 11/12	NEW 12/13
			STEP EFF 2011FA	STEP EFF 2012FA	SALARY EFF 2011FA	SALARY EFF 2012FA
Hovanitz, Eric	SCC	VII	A (1)	A (2)	\$102,723	\$103,750.23
Howell, Scott	SCC	VII	9	10	\$83,483	\$86,747.89
Huebsch, Mary	SAC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Huynh-Dang, KC	SAC	VII	13	14	\$93,104	\$96,465.10
Hyman, Deborah	SAC	II	6	7	\$63,308	\$66,370.13
Isbell, James	SCC	II	12	13	\$77,741	\$80,945.44
Janio, Jaroslaw	SAC	VII	10	11	\$85,889	\$89,178.96
Janus, Louise	SAC	III	9	10	\$73,101	\$76,257.02
Jenkins, Crystal	SAC	VI	14	15	\$92,834	\$96,189.37
Jin, Jungwon	SAC	VII	11	12	\$88,296	\$91,605.99
Jones, Elliott	SAC	VII	14	15	\$95,510	\$98,893.14
Jones, Geoffrey	SAC	II	11	12	\$75,335	\$78,518.41
Jordan, Ethel	SCC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Keith, Katharine	SAC	VI	C (M)	n/a	\$104,857	n/a
Kelcher, Michael	SAC	VI	9	10	\$80,804	\$84,041.09
Kessler, Ron	SCC	VII	15	16 (1)	\$97,914	\$101,322.19
Kossler, Wenona	SAC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Kubicka-Miller, Jared	SCC	II	7	8	\$65,713	\$68,795.14
Kubicka-Miller, Tara	SCC	II	9	10	\$70,523	\$73,660.31
Kushida, Cherylee	SAC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Lamourelle, Regina	SCC	VII	A (1)	A (2)	\$102,723	\$103,750.23
Le, Phi Loan	SAC	VII	12	13	\$99,510	\$103,170.49
Leeds, Kelvin	SAC	VI	B (1)	B (2)	\$102,451	\$103,475.51
Lewis, Michael	SAC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Lockhart, Ann	SAC	III	11	12	\$85,468	\$88,992.11
Lockwood, Lance	SAC	II	13	14	\$80,144	\$83,374.49
Lopez, David	SAC	VI	C (M)	n/a	\$104,857	n/a
Lopez, Jorge	SAC	VII	10	11	\$85,889	\$89,178.96
Lopez-Jaurequi, Leticia	SAC	VI	C (M)	n/a	\$104,857	n/a
Lui, Anson	SCC	II	11	12	\$75,335	\$78,518.41
Luppani, Maria	SAC	II	13	14	\$80,144	\$83,374.49
Macdonald, Juli	SAC	VI	B (2)	B (3)	\$102,451	\$103,475.51
Magalousis, Nicholas	SCC	IV	13	14	\$85,286	\$88,567.91
Manzano, F. Rick	SAC	VII	B (2)	B (3)	\$105,127	\$106,178.27
Marecek, Lynn	SAC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Marquez, Phillip	SAC	III	11	12	\$77,900	\$81,112.09
Martinez Guzman, Donato	SAC	II	15 (M)	n/a	\$84,954	n/a
Martino, Danielle	SCC	III	10	11	\$75,502	\$78,679.00
McClure, Caren	SAC	VI	A (3)	B (1)	\$100,043	\$103,475.51
McKowan-Bourguignon	SAC	II	10	11	\$72,931	\$76,088.35
McMillan, Jeffrey	SAC	VII	A (3)	B (1)	\$102,723	\$106,178.27
McMullin, Mary	SCC	VI	B (2)	B (3)	\$102,451	\$103,475.51

Prepared by Penny Wilkerson, Human Resources, 6/12/12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT **Attachment #20**
2011/2012 2012/2013 FARSCCD CONTRACT SALARY STEP INCREASES

NAME	COLLEGE	CLASS	NEW 11/12	NEW 12/13	NEW 11/12	NEW 12/13
			STEP EFF 2011FA	STEP EFF 2012FA	SALARY EFF 2011FA	SALARY EFF 2012FA
Meier, Krystal	SAC	VI	B (2)	B (3)	\$102,451	\$103,475.51
Mettler, Mary	SCC	VII	13	14	\$93,104	\$96,465.10
Miller, Renee	SAC	V	14	15	\$90,262	\$93,591.65
Miller, Robert	SCC	III	11	12	\$77,900	\$81,112.09
Mitzner, Rita	SAC	IV	14	15	\$87,691	\$90,998.98
Mixer, Dale	SAC	V	14	15	\$90,262	\$93,591.65
Montiel-Childress, Dena	SAC	VI	16 (3)	A (1)	\$97,641	\$101,043.43
Moore, Kathleen	SCC	VI	16 (3)	A (1)	\$97,641	\$101,043.43
Moreno, George	SAC	V	13	14	\$87,856	\$91,164.62
Morris, Aaron	SAC	VII	11	12	\$88,296	\$91,605.99
Motokane, Carolyn	SCC	VI	A (2)	A (3)	\$109,762	\$110,859.62
Mowrer, Melanie	SAC	IV	16 (M)	n/a	\$92,504	n/a
Murphy, Tim	SAC	VII	A (1)	A (2)	\$102,723	\$103,750.23
Nance, Craig	SCC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Nguyen, Madeleine	SAC	IV	16 (M)	n/a	\$101,491	n/a
Nguyen, Michael	SAC	IV	16 (M)	n/a	\$92,504	n/a
Nguyen, Thu Van Thi	SAC	VI	A (1)	A (2)	\$109,762	\$110,859.62
Nguyen, William	SAC	VII	12	13	\$90,699	\$94,035.04
Nutter, Kim	SAC	VI	B (3)	C (M)	\$102,451	\$105,905.57
Oertel, Patricia	SAC	VII	6	7	\$76,272	\$79,462.76
Ortiz, Fernando	SAC	VII	16 (3)	A (1)	\$100,319	\$103,750.23
Patterson, Kathleen	SAC	VI	B (1)	B (2)	\$102,451	\$103,475.51
Paunovic, Mila	SAC	VI	14	15	\$92,834	\$96,189.37
Pimentel, Marcelo	SCC	III	11	12	\$77,900	\$81,112.09
Porter, Monica	SAC	IV	13	14	\$85,286	\$88,567.91
Powers, Charleen	SCC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Quimzon, Eden	SCC	IV	13	14	\$85,286	\$88,567.91
Rabii, Narges	SCC	VI	11	12	\$85,615	\$88,899.19
Ramshaw, Charles	SAC	IV	12	13	\$82,878	\$86,138.86
Reed, Stephen	SCC	VI	14	15	\$92,834	\$96,189.37
Rehm, Alice	SAC	VI	B (1)	B (2)	\$102,451	\$103,475.51
Robertson, Mario	SAC	II	8	9	\$68,114	\$71,228.23
Robinson, Kristen	SAC	VII	7	8	\$78,676	\$81,890.80
Robledo, Reymundo	SAC	VI	7	8	\$83,384	\$86,881.21
Roe, Maureen	SCC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Ross Jr., John	SAC	II	8	9	\$68,114	\$71,228.23
Ross, Kristina	SAC	II	14	15 (M)	\$106,135	\$100,319.27
Russo, Stacy	SAC	IV	11	12	\$80,476	\$83,706.78
Rutan, Craig	SCC	VI	8	9	\$78,404	\$81,612.04
Sakamoto, Scott	SCC	VII	13	14	\$93,104	\$96,465.10
Salazar de la Torre, Rosa	SCC	IV	16 (M)	n/a	\$101,491	n/a
Salcido, Andrew	SCC	VI	A (1)	A (2)	\$100,043	\$101,043.43

Prepared by Penny Wilkerson, Human Resources, 6/12/12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2011/2012 2012/2013 FARSCCD CONTRACT SALARY STEP INCREASES

Attachment #20

NAME	COLLEGE	CLASS	NEW 11/12	NEW 12/13	NEW 11/12	NEW 12/13
			STEP EFF 2011FA	STEP EFF 2012FA	SALARY EFF 2011FA	SALARY EFF 2012FA
Salgado, Susana	SAC	VII	8	9	\$88,957	\$92,508.93
Sanabria, Reina	SAC	VI	13	14	\$99,211	\$102,871.53
Sanchez, Gabriela	SAC	III	9	10	\$73,101	\$76,257.02
Schroeder, Brian	SAC	VI	B (2)	B (3)	\$102,451	\$103,475.51
Scoggin, Sally	SAC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Scott, Randy	SCC	VI	14	15	\$92,834	\$96,189.37
Serrano, Jr., Maximilano	SAC	II	9	10	\$70,523	\$73,660.31
Shaffer, Catherine	SAC	V	14	15	\$99,031	\$102,683.67
Shahbazian, Roy	SAC	VI	10	11	\$83,209	\$86,471.15
Shain, Sheila	SAC	IV	14	15	\$87,691	\$90,998.98
Shekarabi, Nooshan	SCC	II	9	10	\$70,523	\$73,660.31
Sherod, Susan	SAC	VI	16 (3)	A (1)	\$97,641	\$101,043.43
Shields, Jolene	SCC	II	6	7	\$63,308	\$66,370.13
Shigematsu, Ted	SAC	VI	A (3)	B (1)	\$100,043	\$103,475.51
Shweiri, Gabriel	SAC	IV	11	12	\$80,476	\$83,706.78
Sill, Kenneth	SAC	VI	C (M)	n/a	\$104,857	n/a
Simbro, Teresa	SAC	VI	A (1)	A (2)	\$100,043	\$101,043.43
Smith, Mark	SCC	IV	13	14	\$85,286	\$88,567.91
Smorstok-Stephens, Mary	SAC	VI	B (2)	B (3)	\$102,451	\$103,475.51
Solheid, Christa	SAC	VII	16 (3)	A (1)	\$100,319	\$103,750.23

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

JUNE 18, 2012

CLASSIFIED2012-2013 CSEA Interim Salary ScheduleAttachment #12012/2013 CSEA Step IncreasesAttachment #2Longevity Increments

Barela, Gloria Admissions/Records Technology Specialist/ SAC	Effective: July 1, 2012 Grade 15, Step 6 + 4PG + 10%L \$74,870.93
Dinh, Ngoc ha Financial Aid Computer Analyst/ SAC	Effective: July 1, 2012 Grade 13, Step 6 + 2PG + 5%L \$63,530.18
Gonzalez, Jean A. Custodian/ Admin. Services/ SAC	Effective: July 1, 2012 Grade 4, Step 6 + 5% SW + 5% L \$44,885.72
Nguyen, Annie Data Entry Clerk/ Admissions/ SAC	Effective: July 1, 2012 Grade 5, Step 5 + 3PG + 2.5%L \$42,141.71
Yoshihara, Arthur Technology Storekeeper/ Human Services/ SAC	Effective: July 1, 2012 Grade 7, Step 6 + 5%L \$47,709.34

Change in Salary Placement

Chau, Howard Tech Specialist III/ District	Effective: May 1, 2012 Grade 17, Step 3 + 1PG + 2.5%L \$66,426.17
Hurtado, Veronica High School/Comm. Outreach Spec./ SAC	Effective: May 1, 2012 Grade 13, Step 6 + 6PG + 2.5%Bil + 5%L \$66,268.99

Voluntary Furlough

Durdella, Diane Administrative Secretary/Counseling/ SCC	Effective: 07/01/12 – 06/30/13 Grade 12, Step 6 + 2.5%L @ 85% \$49,307.28
Gheorghe, Marta Research Assistant/ Research/ District	Effective: 06/04/12 – 06/30/12 Grade 12, Step 2 + 5PG @ 80% VF \$38492.48 Effective: 07/01/12 – 08/09/12 Grade 12, Step 3 + 5PG @ 80% VF \$40,355.09
Restivo, Julie Executive Secretary/ Student Services/ SCC	Effective: 07/01/12 – 06/30/13 Grade 14, Step 6 + 7.5% L @ 90% \$60,737.88

Out of Class Assignment

Montoya, Anna Administrative Secretary/ Exercise Science/ SAC	Effective: 06/05/12 – 12/31/12 Grade 12, Step 6 + 2.5%L \$58,008.53
Scott, Brigitte Administrative Secretary/ Science & Math/ SAC	Effective: 06/05/12 – 12/31/12 Grade 12, Step 4 \$51,318.76

Change in Position

Elzea, Lynn From: Help Desk Analyst To: Technical Specialist I (Reclass) ITS/ SCC	Effective: July 1, 2012 Grade 13, Step 6 + 2.5%L \$61,041.36
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Leave of Absence

Arredondo, Sandra
Admin. Clerk/ Counseling/ SAC

Effective: 07/23/12 – 07/27/12
08/27/12 – 08/31/12
09/24/12 – 09/28/12
10/22/12 – 10/26/12
11/26/12 – 11/30/12
12/10/12 – 12/14/12
01/14/13 – 04/18/13
03/18/13 – 03/24/13
06/24/13 – 06/28/12

Reason: Non Work Days Schedule
10 Month Contract

Galvan, Juana
High School & Comm. Outreach
Specialist/ Counseling/ SCC

Effective: 07/02/12 – 08/27/12
Reason: Maternity Leave

Ratification of Resignation/Retirement

Cripps Waldo, Lana
Sr. Clerk-Comm. Ctr./ District Safety

Effective: May 29, 2012
Reason: Resignation

Delaney, Kathleen
Career Technician 75% FTE/ Student
Services/SAC

Effective: August 8, 2012
Reason: Retirement

Fogleman, Patricia
Library Technician II/ SCC

Effective: July 26, 2012
Reason: Retirement

Hockman, Anna
Instructional Center Specialist/ Science &
Math/ SAC

Effective: August 2, 2012
Reason: Resignation

Vives, Cristina
Administrative Clerk/ Fire Tech/ SAC

Effective: July 12, 2012
Reason: Resignation

CLASSIFIED HOURLY

Longevity Increment

Clarke, Kevin
Bookstore Storekeeper/ SAC

Effective: July 1, 2012
Grade 9, Step A + 2.5%L \$18.93/Hour

Longevity Increment cont'd

Taylor, Katherine Admissions/Records Specialist I/ SAC	Effective: July 1, 2012 Grade 6, Step A + 1PG + 2.5%L \$16.78/Hour + \$20.83/Mo. PG
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Leave of Absence

Morphew, Linda Career Technician/ Counseling/ SAC	Effective: 05/28/12 – 06/01/12 07/09/12 – 07/13/12 09/10/12 – 09/14/12 10/01/12 – 10/05/12 01/07/13 – 01/11/13 02/04/13 – 02/08/13 03/11/13 – 03/15/13 04/01/13 – 04/05/13 06/03/13 – 06/14/13 Reason: Non Working Days 10 Month Contract
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Ratification of Resignation/Retirement

Huerta Aguirre, Nicholas Instructional Assistant/ Orange Education Center	Effective: June 2, 2012 Reason: Resignation
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Salazar, Mario District Safety Officer/ District	Effective: June 2, 2012 Reason: Resignation
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TEMPORARY ASSIGNMENT

Atachao, Martha Instructional Assistant/ Science & Math/ SAC	Effective: 08/27/12 – 12/16/12
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Barrios, Gabrielle Admin. Clerk/ Orange Education Center	Effective: 07/01/12 – 06/30/13
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Bizon, Veronica Senior Clerk/ School of Continuing Education/SAC	Effective: 07/20/12 – 06/07/13
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TEMPORARY ASSIGNMENT cont'd

Chamocho, Jose Cashier/Bookstore/ SCC	Effective: 07/01/12 – 12/31/12
Collins, Donna Instructional Assistant/ Arts & Humanities/ SCC	Effective: 08/20/12 – 12/16/12
Daniels, Lani Library Tech./ SCC	Effective: 07/02/12 – 12/16/12 01/28/13 – 06/27/13
Dorado, Raul Cashier/Bookstore/ SAC	Effective: 07/01/12 – 12/31/12
Ford, Michelle Cashier/ Bookstore/ SCC	Effective: 07/01/12 – 12/31/12
Garcia, Anaisabelle Counseling Assistant/ Orange Education Center	Effective: 07/01/12 – 06/30/13
Gomez, David Instructional Assistant/ Counseling/ SAC	Effective: 06/19/12 – 06/30/12 07/01/12 – 07/20/12
Gonzalez, Marbella Business Services Coord./ Digital Media Center/ DMC	Effective: 07/01/12 – 06/30/13
Goodman, Irene Instructional Assistant/ Math & Science/ SCC	Effective: 07/01/12 – 06/30/13
Hernandez, Carina Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 12/31/12
Hess, Jodi Cashier/ Bookstore/ SCC	Effective: 07/01/12 – 12/31/12
Hollister, Deborah Cashier/ Bookstore/ SCC	Effective: 07/01/12 – 12/31/12
Jensen, Ashley Instructional Assistant/ Math & Science/ SCC	Effective: 07/01/12 – 06/30/13

TEMPORARY ASSIGNMENT cont'd

Klasse, Clarence Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 12/31/12
Landa, Alejandra Business Services Coordinator/ CITD/ District	Effective: 07/01/12 – 06/30/13
Larnerd, Alyssa Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 12/31/12
Lucio, Gloria Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Matten, Claudia Food Service Aide/ Child Dev. Serv./ School of Continuing Education/SAC	Effective: 07/02/12 – 06/21/13
Nguyen, Dao General Office Clerk/ Student Services/ SAC	Effective: 07/01/12 – 02/28/13 Not to exceed 19 consecutive days in any given period.
Nguyen, Diem Transfer Center Specialist/ Counseling/ SAC	Effective: 07/01/12 – 12/31/12
Padron, Baltimore Financial Aid Tech/ SCC	Effective: 07/09/12 – 01/18/13
Palencia, Debora Instructional Assistant/ Counseling/ SAC	Effective: 06/19/12 – 06/30/12 07/01/12 – 07/20/12
Perez, Lakyshia Student Program Specialist/ Student Affairs/ SAC	Effective: 07/02/12 – 08/31/12
Plascencia, Monica Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 12/31/12
Quinonez, Fernando Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 12/31/12

TEMPORARY ASSIGNMENT cont'd

Ramirez, Leopoldo Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 12/31/12
Romero, Esther Cashier/ Auxiliary Services/ SAC	Effective: 07/01/12 – 06/30/13
Romero, Janessa Cashier/ Auxiliary Services/ SAC	Effective: 07/01/12 – 12/31/12
Trujillo Zuniga, Beatrice Sr. Clerk/ EOPS/ SAC	Effective: 06/19/12 – 06/30/12
Trujillo Zuniga, Beatrice Sr. Clerk/ Academic Affairs/ SAC	Effective: 08/06/12 – 06/14/13
Valeriotte, Robert Cashier/ Bookstore/ SCC	Effective: 07/01/12 – 12/31/12 Not to exceed 19 consecutive days in any given period.
Vasquez, Maria Del Pilar Admin. Clerk/ Orange Education Center	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Vela Saavedra, Mario Custodian/ Orange Education Center	Effective: 07/01/12 – 06/30/13
Villegas, Jose Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 12/31/12
Wilksen, Gilbert Cashier/ Bookstore/ SCC	Effective: 07/01/12 – 12/31/12

Change in Temporary Assignment

De Clue, Phylisha Instructional Assistant/ Math & Science/ SCC	Effective: 02/11/12 – 04/23/12
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Additional Hours for On Going Assignment

Aguilar, Wendy Counseling Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
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Additional Hours for On Going Assignment cont'd

Aguirre, Marysol Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Amaton, Jose Custodian/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Barajas, Yesenia Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Barbery, Monika Counseling Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Bizon, Veronica Intermediate Account Clerk/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Camarena, Evangelina Intermediate Clerk/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Canaday, Tawny Auxiliary Services Specialist/ Auxiliary Services/ SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Chaikaew, Jarunee Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Chang, Mary Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Chung, Shane Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Clarke, Kevin Bookstore Storekeeper/ Bookstore/ SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Crenshaw, Stephen Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Deluna, Daniel Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Flores, Juan Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Gahbler, Marisol Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Guillen, Patricia Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Hammond, Diana Publications Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Hernandez Morales, Arturo Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Hernandez, Eric Custodian/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Hernandez, Louis Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Herrera, Daniel Instructional Assistant/ Student Affairs/ SAC	Effective: 07/01/12 – 08/03/12 Not to exceed 19 consecutive days in any given period.
Knepper, Maria Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Kusenda, Paula Student Program specialist/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Leung, Sharon Intermediate Clerk/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Loayza, Santiago Instructional Center Tech./ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Lopez, Olivia Intermediate Clerk/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Marthell, Monique Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
McMinimy, Zachary Bookstore Storekeeper/ SCC	Effective: 07/01/12 – 12/31/12 Not to exceed 19 consecutive days in any given period.
Mendoza, Emelda Instructional Assistant/ School of Continuing Education/SAC	Effective: 05/15/12 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Mendoza, Emelda Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Meraz, Norma Admissions Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Navarrete, Luz Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Nguyen, Johnny Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Ponce Pliego, Fausta CDC Cook/Nutritional Spec./ Child Dev. Serv./ SAC	Effective: 07/02/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Puente, Raydene Admissions Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Quiroz, Leticia Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Rice, Tera Sr. Cashier/ Bookstore/ SCC	Effective: 07/01/12 – 12/31/12 Not to exceed 19 consecutive days in any given period.
Rodriguez, Hector Auxiliary Services Specialist/ Bookstore/ SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Rodriguez, Rosalba Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Romero, Isadora Intermediate Clerk/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Ruiz, Ann Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Saunders, Maureen Intermediate Clerk/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Serratos, Manuel Test Proctor/ School of Continuing Education/SAC	Effective: 08/27/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Siegel, Sue Cashier/ Bookstore/ SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Silva, Nancy
Instructional Assistant/ School of
Continuing Education/SAC
Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Tran, Dieuthu
Instructional Assistant/ School of
Continuing Education/SAC
Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Valdovinos, Liliana
Instructional Assistant/ School of
Continuing Education/SAC
Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Valeriotte, Robert
Instructional Assistant/ Math & Science/
SCC
Effective: 07/01/12 – 05/26/13
Not to exceed 19 consecutive days in any
given period.

Vargas, Jorge
Instructional Assistant/ Student Affairs/
SAC
Effective: 07/01/12 – 08/03/12
Not to exceed 19 consecutive days in any
given period.

Vargas, Jorge
Instructional Assistant/ School of
Continuing Education/SAC
Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Vasquez, Yolanda
Admissions Assistant/ School of
Continuing Education/SAC
Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Vega, Brenda
High School & Comm. Outreach Spec./
School of Continuing Education/SAC
Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments

Aguilar, Wendy
Counseling Assistant/ School of
Continuing Education/SAC
Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments cont'd

Arreola, Patricia
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Barbery, Monika
Counseling Assistant/ School of
Continuing Education/SAC

Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Chang Mary
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Chung, Shao
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Crenshaw, Stephen
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Cripps-Waldo, Lana
Sr. Clerk/ District Safety/ District

Effective: 05/30/12 – 06/30/12

Deluna, Daniel
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/12 -06/30/13
Not to exceed 19 consecutive days in any
given period.

Duong, Quyen
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Duong, Thao
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/12 -06/30/13
Not to exceed 19 consecutive days in any
given period.

Flores, Juan
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/12 -06/30/13
Not to exceed 19 consecutive days in any
given period.

Gardea, Omar
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 07/01/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments cont'd

Guillen, Patricia Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.
Hong, Tammy Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.
Huyen, Thu Ton Instructional Assistant/ School of Continuing Education/SAC	Effective: 05/05/12 – 06/30/12
La Buda, Ashley Lifeguard/ Exercise Science/ SAC	Effective: 06/12/12 – 08/05/12
Linares, Maria Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.
Lomeli, Tony Custodian/ Admin. Services/ SAC	Effective: 05/29/12 – 06/30/12
Marthell, Monique Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.
Mendoza, Emelda Instructional Assistant/ School of Continuing Education/SAC	Effective: 05/11/ 12 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Navarrete, Luz Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.
Nguyen, Johnny Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.
Nguyen, Tung Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.

Substitute Assignments cont'd

Packard, Roxanne Accountant/ Auxiliary Services/ SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
Sanchez, Elida Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.
Sanchez, Martha Custodian/ Admin. Services/ SAC	Effective: 05/29/12 – 06/30/12
Thai, Will Administrative Secretary/ DSPS/ SAC	Effective: 06/19/12 – 06/30/12
Thunyakij, Kritsana Instructional Assistant/ Math & Science/ SCC	Effective: 07/01/12 – 07/31/12
Valdovinos, Liliana Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.
Vargas, Jorge Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.
Vela Saavedra, Mario Custodian/ Orange Education Center	Effective: 07/01/12 – 06/30/13
Wajner, Slawa Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/12 -06/30/13 Not to exceed 19 consecutive days in any given period.
Zamudio, Marielena Learning Center Specialist/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.

MISCELLANEOUS POSITIONS

Alderette, Xavier Model/ Fine & Performing Arts/ SCC	Effective: 08/27/12 – 05/26/13
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MISCELLANEOUS POSITIONS cont'd

Blackwell, Jana
Model/ Fine & Performing Arts / SCC

Effective: 08/27/12 – 05/26/13

Blackwell, Pamela
Model/ Fine & Performing Arts / SCC

Effective: 08/27/12 – 05/26/13

Bustos, Lazara
Child Dev. Intern III/ Child Dev. Serv./
Orange Education Center

Effective: 07/02/12 – 06/30/13

Cabrera, Evelyn
Child Dev. Intern II/ Child Dev. Serv./
SAC

Effective: 07/02/12 – 06/30/13

Calderon Puentes, Lady
Child Dev. Intern II/ Child Dev. Serv./
SAC

Effective: 07/02/12 – 06/30/13

Castelan, Maylin
Child Dev. Intern I/ Child Dev. Serv./ SAC

Effective: 07/02/12 – 06/30/13

Cena Revelo, Carolina
Child Dev. Intern II/ Child Dev. Serv./
School of Continuing Education/SAC

Effective: 07/02/12 – 06/30/13

Cole, John
Model/ Fine & Performing Arts / SCC

Effective: 08/27/12 – 05/26/13

Marron, Adriana
Child Dev. Intern II/ Child Dev. Serv./
SCC

Effective: 07/02/12 - 06/30/13

Misity, Jillian
Child Dev. Intern II/ Child Dev. Serv./
SCC

Effective: 07/02/12 – 06/30/13

Mullen, James
Model/ Fine & Performing Arts / SCC

Effective: 08/27/12 – 05/26/13

Ocegueda, Jocabed
Child Dev. Intern II/ Child Dev. Serv./
SAC

Effective: 07/02/12 – 06/30/13

MISCELLANEOUS POSITIONS cont'd

Oklander, Sergio Project Manager/ School of Continuing Education/SAC	Effective: 07/01/12 – 06/30/13
Pardo Ramirez, Ericka Child Dev. Intern II/ Child Dev. Serv./ SAC	Effective: 07/02/12 – 06/30/13
Ramos, Dori Child Dev. Intern II/ Child Dev. Serv./ SAC	Effective: 07/02/12 – 06/30/13
Reyes, Griselda Child Dev. Intern II/ Child Dev. Serv./ SCC	Effective: 07/02/12 – 06/30/13
Sahay, Dharini Business Expert Professional/ IWE/ District	Effective: 06/12/12
Salcedo de Lopez, Ana Child Dev. Intern II/ Child Dev. Serv./ SAC	Effective: 07/02/12 – 06/30/13
Sandoval, Melinda Child Dev. Intern I/ Child Dev. Serv./ Orange Education Center	Effective: 07/02/12 – 06/30/13
Silva, Carmen Child Dev. Intern II/ Child Dev. Serv./ SAC	Effective: 07/02/12 – 06/30/13
Vasquez, Maria de Lourdes Child Dev. Intern II/ Child Dev. Serv./ School of Continuing Education/SAC	Effective: 07/02/12 – 06/30/13
Viera, Claudia Child Dev. Intern II/ Child Dev. Serv./ SAC	Effective: 07/02/12 – 06/30/13
Woodward, Wenying Model/ Fine & Performing Arts / SCC	Effective: 08/27/12 – 05/26/13

					<i>Attachment #1</i>	
Rancho Santiago Community College District						
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION						
Interim CONTRACT SALARY SCHEDULE						
Effective: JULY 1 , 2012						
GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	29,260.91	30,752.45	32,292.50	33,917.43	35,615.12	37,409.82
2	30,097.63	31,589.17	33,177.72	34,851.16	36,609.48	38,464.81
3	30,946.47	32,450.14	34,111.45	35,845.52	37,652.35	39,544.06
4	31,965.08	33,541.51	35,214.95	36,997.52	38,864.98	40,805.20
5	33,007.95	34,669.26	36,403.33	38,222.29	40,138.25	42,151.23
6	34,172.08	35,906.15	37,725.11	39,616.82	41,617.67	43,691.28
7	35,554.49	37,349.19	39,216.65	41,205.37	43,291.11	45,437.47
8	36,997.52	38,864.98	40,805.20	42,890.94	45,037.30	47,292.80
9	38,549.70	40,502.04	42,551.40	44,697.76	46,929.01	49,281.53
10	40,295.89	42,333.12	44,455.24	46,674.36	48,990.49	51,440.02
11	42,090.60	44,188.46	46,395.45	48,747.97	51,197.49	53,756.15
12	44,297.59	46,553.10	48,881.36	51,318.76	53,925.92	56,593.72
13	46,625.85	48,941.99	51,391.51	53,998.68	56,690.73	59,552.55
14	49,136.01	51,597.66	54,192.70	56,896.88	59,782.95	62,778.17
15	51,900.82	54,483.74	57,224.29	60,061.86	63,105.58	66,246.30
16	55,065.80	57,830.61	60,692.43	63,748.27	66,949.63	70,284.38
17	58,327.79	61,250.24	64,318.21	67,543.83	70,939.21	74,516.48
18	61,917.19	65,033.67	68,307.79	71,727.42	75,328.95	79,088.12
19	65,991.65	69,290.02	72,782.41	76,444.57	80,252.25	84,290.33
20	70,490.53	74,019.30	77,717.84	81,586.15	85,721.24	89,989.72
21	75,365.33	79,136.63	83,114.07	87,297.67	91,626.78	96,222.67
22	81,780.17	85,854.63	90,159.49	94,694.75	99,411.90	104,395.83
Based on 12 Month/Year						
Service Recognition:				Differential Pay:		
10 Years	2.5%			Bilingual Requirement		2.5%
15 Years	5.0%			Swing Shift		5%
18 Years	7.5%			Graveyard Shift		7.5%
30 Years	10 %					
Board Approved: June 18, 2012						

Rancho Santiago Community College District					
CALIFORNIA SCHOOL EMPLOYEE'S ASSOCIATION					
Interim HOURLY SALARY SCHEDULE					
Effective: July 1, 2012					
		*10 Year Longevity 1.025	*15 Year Longevity 1.05	*18 Year Longevity 1.075	*30 Year Longevity 1.100
GRADE	STEP A	Step A + 2.5%	Step A + 5%	Step A + 7.5%	Step A + 10.0%
C	8.86	9.08	9.31	9.53	9.75
B	11.83	12.13	12.43	12.72	13.02
A	13.58	13.93	14.26	14.60	14.94
1	14.02	14.37	14.71	15.07	15.42
2	14.41	14.77	15.13	15.49	15.86
3	14.82	15.20	15.56	15.94	16.31
4	15.31	15.69	16.08	16.46	16.85
5	15.80	16.20	16.59	16.99	17.38
6	16.37	16.78	17.19	17.60	18.01
7	17.03	17.45	17.88	18.30	18.74
8	17.71	18.16	18.60	19.05	19.48
9	18.46	18.93	19.38	19.85	20.31
10	19.30	19.79	20.27	20.75	21.23
11	20.16	20.67	21.17	21.68	22.18
12	21.21	21.75	22.27	22.80	23.33
13	22.33	22.89	23.45	24.01	24.57
14	23.54	24.12	24.72	25.30	25.89
15	24.86	25.49	26.10	26.73	27.34
16	26.37	27.03	27.70	28.36	29.01
17	27.93	28.63	29.33	30.02	30.72
18	29.65	30.39	31.13	31.87	32.61
19	31.61	32.40	33.19	33.98	34.77
20	33.76	34.61	35.45	36.30	37.14
21	36.10	37.00	37.91	38.80	39.70
22	39.17	40.15	41.13	42.11	43.09
SERVICE RECOGNITION:		DIFFERENTIAL PAY:			
10 Years		Bilingual Requirement			2.50%
15 Years					
18 Years					
30 Years					
* Longevity granted to on-going employees only.					
Board Approved: June 18, 2012					

**HUMAN RESOURCES CLASSIFIED DOCKET
JUNE 18, 2012**

10 Accompanist	11 Facilities Coordinator	11 Payroll Specialist
13 Accountant	12 Facility Planning Specialist	8 Phototypesetting Technician I
4 Account Clerk	17 Facility Systems Engineer	11 Phototypesetting Technician II
10 Administrative Clerk	13 Financial Aid Computer Analyst	12 Placement Specialist
12 Administrative Secretary	10 Financial Aid Computer Technician	8 Printing/Reprographics/Bindery Technician
3 Admissions Assistant	15 Financial Aid Coordinator	8 Program Specialist
6 Admissions/Records Specialist I	11 Financial Aid Analyst	10 Property Facilitator
8 Admissions/Records Specialist II	11 Financial Aid Senior Account Clerk	13 Public Access Television Coordinator
10 Admissions/Records Specialist III	8 Financial Aid Technician	5 Publications Assistant
15 Admissions & Records Technology Specialist	A Fine & Performing Arts Technician	14 Publications Specialist
13 Alternate Media Specialist	C Food Service Aide	11 Purchasing Assistant
13 Applications Specialist I	3 Food Service Worker	5 Purchasing Clerk
15 Applications Specialist II	8 Gardener/Utility Worker	5 Receptionist/President's Office
19 Applications Specialist III	3 General Office Clerk	9 Reprographics Technician
22 Applications Specialist IV	11 Graduation Specialist	16 Research Analyst
11 Art Gallery Coordinator	9 Grants Assistant	12 Research Assistant
5 Assessment Assistant	14 Graphic Designer	17 Research Coordinator
15 Assistant Athletic Trainer/Therapist	13 Help Desk Analyst	13 Research Specialist
9 Athletic Field Grounds Worker	13 High School & Community Outreach Specialist	16 Resource Development Coordinator
3 Athletic/PE Equipment Assistant	11 Human Resources Technician	14 Scholarship Coordinator
12 Athletic Equipment Coordinator	13 HVAC Mechanic	13 Science Laboratory Coordinator
15 Athletic Trainer/Therapist	11 Information Systems Specialist	7 Science Storekeeper/Lab Technician
11 Automotive Mechanic	5 Instructional Assistant	10 Senior Account Clerk
10 Auxiliary Services Specialist	6 Instructional Assistant/DSPS	15 Senior Accountant
10 Bookstore Buyer	12 Instructional Center Specialist	11 Senior Admissions/Records Specialist
13 Bookstore Operations Specialist	7 Instructional Center Technician	6 Senior Cashier
8 Bookstore Storekeeper	13 Instructional Coordinator/Analyst	8 Senior Clerk
13 Business Services Coordinator	9 Instructional Equipment Coordinator	8 Senior Clerk/Communications Ctr. Dispatcher
14 Buyer	15 Instructional Media Producer	7 Senior Custodian/Utility Worker
11 CARE Program Coordinator	6 Intermediate Account Clerk	11 Senior District Safety Officer
13 Career Guidance Coordinator	5 Intermediate Clerk	10 Senior EOPS Specialist
11 Career Guidance Specialist	10 Intermediate District Safety Officer	5 Senior Food Service Worker
10 Career Technician	16 International Student Coordinator	9 Senior Mailroom Clerk
3 Cashier/Bookstore	11 International Student Program Specialist	12 Senior Media Systems Electronic Tech
C Child Development Aide	14 Interpreter/Beginning	12 Senior Payroll Specialist
6 Child Development Center Cook/Nutrition Specialist	16 Interpreter/Intermediate	8 Senior Purchasing Clerk
15 Communications Specialist	20 Interpreter/Senior	18 Senior Resource Development Coord.
12 Community Services Coordinator I	12 Job Developer	11 Skilled Maintenance Worker
15 Community Services Coordinator II	13 Job Placement Coordinator	19 Small Business Specialist
8 Community Services Field Coordinator	8 Lead Custodian	11 Special Projects Specialist
9 Community Services Program Developer	10 Lead Gardener	13 Sports Information Coordinator
8 Community Services Technician	14 Lead Maintenance Worker	13 Stage Manager/Master Carpenter
10 Computer Lab Technician	6 Lead Publications Assistant	6 Student Activities Assistant
16 Computer Operations Coordinator	10 Learning Assistant	13 Student Activities Coordinator
15 Computer Operations Specialist	8 Learning Center Specialist	8 Student Activities Specialist
13 Computer Programmer	8 Learning Facilitator	10 Student Program Specialist
13 Contract Education Coordinator	14 Learning Resources Specialist	10 Student Services Specialist
15 Contracts Specialist	7 Learning Specialist	15 Student Services Coordinator
14 Coordinator of Community Relations	6 Library Clerk	13 Student Support Services Program Specialist
4 Costume Technician	13 Library Systems Specialist	11 Support Services Assistant
5 Counseling Assistant	9 Library Technician	10 Success Center Specialist
4 Custodian	12 Library Technician II	20 Technical Specialist IV
5 Data Entry Clerk	5 Lifeguard	13 Technical Specialist I
12 Desktop Publishing Technician	4 Mail & Delivery Clerk	15 Technical Specialist II
7 Disabled Student Center Specialist	8 Mail/Warehouse Assistant	17 Technical Specialist III
15 Distance Education Services Specialist	5 Maintenance Assistant	7 Technology Storekeeper
9 District Safety Officer	8 Maintenance/Utility Worker	B Television Playout Operator
10 District Scheduling Coordinator	12 Marketing Specialist	5 Telephone Operator/Receptionist
11 DSPS Specialist	8 Media Systems Assistant	3 Test Proctor
11 Electronic & Computer Technician I	13 Media Systems Electronic Technician	7 Theatre Facilities Technician
13 Electronic & Computer Technician II	8 Media Systems Technical Assistant	11 Transfer Center Specialist
15 Electronic Media Specialist	15 Network Specialist I	12 Veterans Affairs Coordinator
8 Electronics Storekeeper/Repair Technician	17 Network Specialist II	8 Video Technician
11 Electronic Technician	19 Network Specialist III	5 Warehouse Delivery Driver
6 EOPS Specialist	20 Network Specialist IV	8 Warehouse Storekeeper
14 Executive Secretary	9 Offset Lithographer	
8 Expeditor	4 Parking Attendant	
Revised: 4/13/09		
6/18/2012		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT - STEP INCREASES
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

EFFECTIVE JULY 1, 2012

Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2011) in the same classification to be eligible for a step increase in that classification effective July 1, 2012. This 60% requirement applied to new hires and promotional appointments. For

NEW SALARY

	LAST NAME	FIRST NAME	GRADE	STEP & LONGEVITY	SHIFT BILINGUAL	PROFESSIONAL GROWTH	ANNUAL AMT	NEW STEP & LONGEVITY	FTE	NEW BASE	TOTAL	EFFECTIVE 7/1/12 OR RETRO TO:
1	Abejar	Esmeralda	13	3			51,391.51	4		53998.68	53998.68	
2	Abrahams	Lawrence	12	2			46,553.10	3		48881.36	48881.36	
3	Adams	Jennie	15	4-2.5%		5 (2500)	64,063.41	5-2.5%		63105.58	67183.22	1/1/2012
4	Aguirre	Rosa	10	2-2.5%	2.5%BIL		44,449.78	3-2.5%		44455.24	46678.00	
5	Aguirre Villegas	Adrian	4	5	7.5% GY		41,779.86	6		40805.2	43865.59	
6	Andrade	Jose	7	1			35,554.49	2		37349.19	37349.19	
7	Arriaza	Cecilia	15	4		1 (500)	60,561.86	5		63105.58	63605.58	
8	Arvizu	Gloria	8	1			36,997.52	2		38864.98	38864.98	6/1/2012
9	Bagdonas	Elijah	13	4		6 (3000)	56,998.68	5		56690.73	59690.73	
10	Bailey	Debra	5	2			34,669.26	3	75	36403.33	36403.33	
11	Bains	Kelsey	15	3			57,224.29	4		60061.86	60061.86	
12	Basurto	Rene	4	5	7.5% GY		41,779.86	6		40805.2	43865.59	
13	Belmarez	David	13	2-2.5%		2 (1000)	51,165.54	3-2.5%		51391.51	53676.30	
14	Bennett	Laura	14	1			49,136.01	2		51597.66	51597.66	6/1/2012
15	Berganza	Leyvi	13	3-2.5%	2.5%BIL	6 (1500)	55,461.09	4-2.5%		53998.68	58198.61	
16	Bergara	Elizabeth	11	5			51,197.49	6		53756.15	53756.15	
17	Briceno	Yasmina	10	4-2.5%			47,841.22	5-2.5%		48990.49	50215.23	
18	Budgett	Maria	10	2	2.5%BIL		43,391.45	3		44455.24	45566.62	
19	Cadotte	Angela	11	5			51,197.49	6		53756.15	53756.15	
20	Carino	M	6	5-2.5%			31,993.58	6-2.5%	75	43691.28	33587.67	
21	Casas	Alan	11	4-2.5%			49,966.67	5-2.5%		51197.49	52477.43	2/1/2012
22	Castrejon Miranda	Orlando	4	3	5% SW		36,975.70	4		36997.52	38847.40	
23	Ceja	Daniel	4	1	7.5% GY		34,362.47	2		33541.511	36057.12	
24	Cervantes	Eduardo	13	2-2.5%		5 (1250)	51,415.54	3-2.5%		51391.51	53926.30	
25	Chau	Howard	17	3-2.5%		1(500)	64,318.21	4-2.5%		67543.83	69232.43	
26	Chavez	Graciela	4	5	5% SW		40,808.23	6		40805.2	42845.46	
27	Chavez	Veronica	10	2	2.5%BIL		43,391.45	3		44455.24	45566.62	
28	Collins	Terence	4	5	7.5% GY		41,779.86	6		40805.2	43865.59	
29	Cossio	Gilbert	11	4			48,747.97	5		51197.49	51197.49	
30	Cottrell	Tammy	13	3			51,391.51	4		53998.68	53998.68	
31	Cripps-Waldo	Lana	8	5-2.5%			46,163.23	6-2.5%		47292.80	48475.12	
32	Dao	Quyhn-Giao	4	4			36,997.52	5		38864.98	38864.98	
33	Davis	Stuart	19	1-2.5%		6 (3000)	70,641.44	2-2.5%		69290.02	74002.27	5/1/2012
34	Dhaliwal	Kamaljeet	8	5-2.5%			46,163.23	6-2.5%		47292.80	48475.12	
35	Diaz	Cecilia	5	3			36,403.33	4		38222.29	38222.29	
36	Dinh	Bay	22	2-2.5%			88,000.99	3-2.5%		90159.49	92413.48	
37	Ediss	Michael	8	1		3 (1500)	38,497.52	2		38864.98	40364.98	
38	Fernandez Gonzalez	Irma	5	2-2.5%		6 (1500)	37,035.99	3-2.5%		36403.33	38813.41	
39	Figuroa	Claudia	10	3	2.5%BIL		45,566.62	4		46674.36	47841.22	
40	Flores	Albert	9	1			38,549.70	2		40502.04	40502.04	03/01/12
41	Garbis	Tiffany	11	2		6 (1500)	45,688.46	3		46395.45	47895.45	
42	Garcia	Alejandra	6	5-2.5%			31,993.58	6-2.5%	75	43691.28	33587.67	
43	Garcia	Andrea	15	1			51,900.82	2		54483.74	54483.74	
44	Garcia	Leonardo	8	4			42,890.94	5		45037.30	45037.30	
45	Garcia	Lilia	10	4	2.5%BIL	1 (500)	48,341.22	5-2.5%		48990.49	51940.02	
46	Garcia	Maria	11	3			46,395.45	4		48747.97	48747.97	
47	Garrahy	Barbara	12	5-2.5%		1 (500)	55,774.07	6-2.5%		56593.72	58508.56	
48	Garza	Jimmy	4	5-5.0%			40,808.23	6-5.0%		40805.20	42845.46	
49	Gaytan	Rafaela	6	2			26,929.61	3	75	37725.11	28293.83	
50	Gheorghie	Marta	12	2		5 (1250)	47,803.10	3		48881.36	50131.36	
51	Gil	Juan	4	4	7.5% GY		39,772.34	5		38864.98	40805.2	
52	Gonzalez	Araceli	3	3		1 (500)	34,611.45	4		35845.52	36345.52	
53	Gonzalez	Juan	11	1			42,090.60	2		44188.46	44188.46	
54	Gonzalez	Rosie	10	5			48,990.49	6		51440.02	51440.02	
55	Goss	Gloria	10	5	2.5%BIL		50,215.26	6		51440.02	52726.02	
56	Guillen Flores	Jabin	4	3	7.5% GY		37,856.07	4		36997.52	39772.33	
57	Gunderson	Linda	13	4		2 (1000)	54,998.68	5		56690.73	57690.73	
58	Gutierrez Lucero	Maria	10	1	2.5%BIL		41,303.29	2		42333.12	43391.45	
59	Guzman	Noemi	13	2			48,941.99	3		51391.51	51391.51	
60	Hayes	Charles	4	3	7.5% GY		37,856.07	4		36997.52	39772.33	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT - STEP INCREASES

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

EFFECTIVE JULY 1, 2012

Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2011) in the same classification to be eligible for a step increase in that classification effective July 1, 2012. This 60% requirement applied to new hires and promotional appointments. For

NEW SALARY

	LAST NAME	FIRST NAME	GRADE	STEP & LONGEVITY	SHIFT BILINGUAL	PROFESSIONAL GROWTH	ANNUAL AMT	NEW STEP & LONGEVITY	FTE	NEW BASE	TOTAL	EFFECTIVE 7/1/12 OR RETRO TO:
61	Hernandez	Guadalupe	4	1	7.5% GY		34,362.47	2		33541.511	36057.12	
62	Herndon	Timothy	9	4			44,697.76	5		46929.01	46929.01	03/01/12
63	Hill	Diane	10	4			46,674.36	5		48990.49	48990.49	
64	Hoang	Hieu	4	4	7.5% GY		39,772.34	5		38864.98	40805.2	
65	Hockman	Anna	12	1			44,297.59	2		46553.10	46553.10	
66	Hohnstein	Brenda	15	2			54,483.74	3		57224.29	57224.29	
67	Hopkins	Dean	15	4			60,061.86	5		63105.58	63105.58	
68	Hurtado	Alejandra	11	5		6 (2250)	53,447.49	6		53756.15	56006.15	
69	Ishikawa	Junko	11	5-2.5%	2.5%BIL	6 (1750)	55,507.37	6-2.5%		53756.15	58193.96	
70	Jaimes	Erica	8	3			40,805.20	4		42890.94	42890.94	
71	Jesse	Katherine	19	4-5.0%		1 (500)	80,766.80	5-5.0%		80252.25	84764.86	
72	Juarez	Eva	13	1			46,625.85	2		48941.99	48941.99	01/01/12
73	Kay	Trevor	10	1-2.5%		5 (1250)	42,553.29	2-2.5%		42333.12	44641.45	
74	Kehler	Jason	13	4			53,998.68	5		56690.73	56690.73	
75	King	James	5	3			36,403.33	4		38222.29	38222.29	
76	Le	Hang	12	3			48,881.36	4		51318.76	51318.76	
77	Le	VU	22	2			85,854.63	3		90159.49	90159.49	
78	Lievanos	Selina	3	2			32,450.14	3		34111.45	34111.45	
79	Lim	Supreme	15	4-2.5%	5% SW		64,566.50	5-2.5%		63105.58	69838.50	
80	Linnen	Jason	10	3			44,455.24	4		46674.36	46674.36	
81	Lohmann	Suzanne	15	4-2.5%		6 (2000)	63,563.41	5-2.5%		63105.58	66683.22	
82	Lopez	Marta	10	5-2.5%			50,215.26	6-2.5%		51440.02	52726.02	
83	Lopez	Sonia	5	1			33,007.95	2		34669.26	34669.26	3/1/2012
84	Lopez-Galicia	Jorge	5	4	2.5%BIL		39,177.84	5		40138.25	41141.71	
85	Luna	Edward	9	1			38,549.70	2		40502.04	40502.04	05/01/12
86	Marquez	Daniel	15	2			54,483.74	3		57224.29	57224.29	
87	Martinez	Christine	12	4		5 (2500)	53,818.76	5		53925.92	56425.92	
88	Martinez	John	7	5			43,291.11	6		45437.47	45437.47	
89	Mata	Isabel	10	4	2.5%BIL		47,841.22	5		48990.49	50215.25	
90	McAdam	Justin	4	2	5% SW		35,218.59	3		35214.95	36975.70	
91	Medina	Alfonso	4	2-7.5%	7.5% GY		38,572.74	3-7.5%		35214.95	40497.19	
92	Mendez-Bocanegra	Zulema	5	5-2.5%			41,141.71	6-2.5%		42151.23	43205.01	
93	Mills	Amy	10	2			42,333.12	3		44455.24	44455.24	
94	Mills	Bryan	12	5		1 (500)	54,425.92	6		56593.72	57093.72	
95	Molina Valdez	Jorge	4	3	5% SW		36,975.70	4		36997.52	38847.40	
96	Morillo	Jose	8	3	7.5% GY		43,865.59	4		42890.94	46107.76	
97	Moss	Jonathan	13	2			48,941.99	3		51391.51	51391.51	
98	Munoz	Antonio	4	5	7.5% GY		41,779.86	6		40805.2	43865.59	
99	Murillo	George	8	5			45,037.30	6		47292.80	47292.80	
100	Nacita	Dorothy	15	3			57,224.29	4		60061.86	60061.86	06/01/12
101	Nguyen	Annie	5	4		3 (1000)	39,222.29	5		40138.25	41138.25	
102	Nguyen	Catherine	15	5			63,105.58	6		66246.30	66246.30	02/01/12
103	Nguyen	Huong	16	4-7.5%		6 (2750)	71,279.40	5-7.5%		66949.63	74720.85	
104	Nguyen	Nhanban	13	3			51,391.51	4		53998.68	53998.68	
105	Nguyen	Tuyen	15	2-2.5%		6 (3000)	58,845.83	3-2.5%		57224.29	61654.90	
106	Odegard	Esther	12	2			46,553.10	3		48881.36	48881.36	
107	Olmos	Robert	15	3			57,224.29	4		60061.86	60061.86	
108	Paguirigan	Dolores	15	3			57,224.29	4		60061.86	60061.86	
109	Palomares	Jose	11	3			46,395.45	4		48747.97	48747.97	
110	Palomares	Maria	4	5			38,864.98	6		40805.20	40805.20	
111	Peeken	Julie	12	5-7.5%			57,970.37	6-7.5%		56593.72	60838.25	
112	Pham	Chi	8	5		1 (250)	45,287.30	6		47292.80	47542.80	
113	Ponce Pliego	Fausta	6	2			26,929.61	3	75	37725.11	28293.83	
114	Pov	Tina	5	2			34,669.26	3		36403.33	36403.33	
115	Prajapati	Jitesh	8	1			36,997.52	2		38864.98	38864.98	
116	Quinonez	Raul	8	4-2.5%			43,963.21	5-2.5%		45037.30	46163.23	
117	Ralston	Lance	13	4			53,998.68	5		56690.73	56690.73	
118	Ramirez	Martha	12	2			46,553.10	3		48881.36	48881.36	
119	Ramos	Concepcion	11	5		2(1000)	52,197.49	6		53756.15	54756.15	
120	Rodriguez	Gisela	10	3-2.5%	2.5%BIL	4 (2000)	48,678.00	4-2.5%		46674.36	51008.08	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT - STEP INCREASES

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

EFFECTIVE JULY 1, 2012

Note: A classified employee must have completed 60% of assigned work year (hired or promoted before November 24, 2011) in the same classification to be eligible for a step increase in that classification effective July 1, 2012. This 60% requirement applied to new hires and promotional appointments. For

NEW SALARY

	LAST NAME	FIRST NAME	GRADE	STEP & LONGEVITY	SHIFT BILINGUAL	PROFESSIONAL GROWTH	ANNUAL AMT	NEW STEP & LONGEVITY	FTE	NEW BASE	TOTAL	EFFECTIVE 7/1/12 OR RETRO TO:
121	Rodriguez	Maria	8	5		1 (500)	45,537.30	6		47292.80	477923.80	01/01/12
122	Roman	Alfonso	8	5			45,037.30	6		47292.80	47292.80	
123	Salazar	Liliana	4	3	5% SW		36,975.70	4		36997.52	38847.40	
124	Sanchez	Angelo	14	4-5%			58,319.30	5-5%		59782.95	62772.10	04/01/12
125	Sanchez	Raymonde	5	4-7.5%		2 (500)	41,588.96	5-7.5%		40138.25	43648.62	
126	Sanchez	Salvador	7	5-7.5%	5% SW		48,702.49	6-7.5%		45437.47	51117.15	
127	Santamaria	Mark	13	4	5% SW		56,698.62	5		56690.73	59525.27	
128	Sartin-Vincent	Diane	12	5-2.5%			55,274.07	6-2.5%		56593.72	58008.56	
129	Schumacher	Leisa	12	5			53,925.92	6		56593.72	56593.72	
130	Scolaro	Denise	11	4		4 (1000)	49,747.97	5		51197.49	52197.49	
131	Scott	Brigitte	10	4			46,674.36	5		48990.49	48990.49	
132	Scott	Karen	14	5-2.5%			61,277.53	6-2.5%		62778.17	64347.63	
133	Serratos	Brenda	12	5-2.5%		5 (2500)	57,774.07	6-2.5%		56593.72	60508.56	
134	Serratos	Julio	13	4-2.5%	2.5%BIL		56,698.62	5-2.5%		56690.73	59525.27	
135	Shirley	Jacqueline	5	3			36,403.33	4		38222.29	38222.29	
136	Simmavong	Ketsana	11	1-2.5%		2 (1000)	44,142.86	2-2.5%		44188.46	46293.17	02/01/12
137	Sok	Long	4	2	7.5% GY		36,057.13	3		35214.95	37856.07	
138	Stapleton	Amber	6	5			41,617.67	6		43691.28	43691.28	
139	Stowell	Ray	11	5			51,197.49	6		53756.15	53756.15	
140	Styffe	Amy	12	5			53,925.92	6		56593.72	56593.72	
141	Styffe	David	12	4			51,318.76	5		53925.92	53925.92	
142	Sura	Alma	7	1		3 (750)	36,304.49	2		37349.19	38099.19	05/01/12
143	Tapia	Manuel	11	4-2.5%			49,966.67	5-2.5%		51197.49	52477.43	06/01/12
144	Thor	Shawn	8	5		3 (1500)	46,537.30	6		47292.80	48792.80	
145	Tran	Angela	13	4-2.5%		6 (3000)	58,348.65	5-2.5%		56690.73	61108.00	
146	Tran	Anh-Phuong	11	3		5 (2500)	48,895.45	4		48747.97	51247.97	04/01/12
147	Tran	Anna	11	2			44,188.46	3		46395.45	46395.45	
148	Tran	Trini	19	4			76,444.57	5		80252.25	80252.25	
149	Traslavina	Pilar	12	2			46,553.10	3		48881.36	48881.36	
150	Treat	Amy	11	3			46,395.45	4		48747.97	48747.97	
151	Unger	Leigh	15	3			57,224.29	4		60061.86	60061.86	
152	Valadez	Jacqueline	10	3	2.5%BIL		45,566.62	4		46674.36	47841.22	
153	Valencia	Jennifer	12	2			46,553.10	3		48881.36	48881.36	
154	Vega	Gerardo	7	4			41,205.37	5		43291.11	43291.11	
155	Vega	Jesus	4	5	7.5% GY		41,779.86	6		40805.2	43865.59	
156	Villasenor	Francisco	10	3	2.5%BIL	1 (500)	46,066.62	4		46674.36	48341.22	
157	VU	Ruby	8	2		5 (2500)	41,364.98	3		40805.20	43305.20	
158	VU	Vivien	10	5		2 (1000)	49,990.49	6		51440.02	52440.02	
159	Walczak	Katharine	12	1			44,297.59	2		46553.10	46553.10	
160	Waldren	William	15	3			57,224.29	4		60061.86	60061.86	
161	Wild	Christopher	10	3			44,455.24	4		46674.36	46674.36	
162	Williams	Dawn	5	4			38,222.29	5		40138.25	40138.25	
163	Wilson	Gina	12	4-2.5%		6 (2000)	54,601.72	5-2.5%		53925.92	57274.07	
164	Wolfsandoval	Laurie	15	2			54,483.74	3		57224.29	57224.29	
165	Zul	Armida	4	5			38,864.98	6		40805.20	40805.20	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To:	Board of Trustees	Date: June 18, 2012
Ref:	Approval of Fringe Benefit Providers for Fiscal Year 2012/2013	
Action:	Request for Approval	

BACKGROUND

The Joint Benefits Committee annually reviews fringe benefit coverage and renewal proposals for District employees and retirees. The committee recommends that the District maintain its current fringe benefit providers for the 2012/2013 fiscal year.

ANALYSIS

The recommended insurance providers are:

<u>Company</u>	<u>Coverage</u>
Anthem BlueCross (PPO/HMO/Blue Card)	Medical & Dental Care
MetLife Basic Life Insurance	District Paid Life Insurance
MetLife Voluntary Life Insurance	Voluntary Life Insurance
Anthem Blue Cross Voluntary Vision	Voluntary Vision Plan
AFLAC	Voluntary Cancer; Personal Short-Term Accident Indemnity; Personal Recovery
MetLife	Auto/Home/Pet Insurance Hyatt Legal Plans
Horizon Health	Employee Assistance Program
American Fidelity Assurance	Section 125 Plan Administration Voluntary Cancer; Disability; Life

RECOMMENDATION

It is recommended that the Board of Trustees approve the renewal of these insurance programs at the negotiated rates and authorize the Chancellor, or his designee, to enter into the appropriate agreements with the above companies for 2012/2013 fiscal year.

Fiscal Impact:	\$20,954,447	Board Date: June 18, 2012
Item Prepared by:	Don Maus, Risk Manager	
Item Submitted by:	John Didion, Executive Vice Chancellor of Human Resources and Educational Services	
Item Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To: Board of Trustees	Date: June 18, 2012
Re: Approval of Employee Calendar 2012-2013	
Action: Request for Approval	

BACKGROUND

In conjunction with the California School Employees Association (CSEA) Chapter 579, the 2012-2013 Employee Calendar has been developed.

ANALYSIS

The calendar reflects the holidays designated in the Education Code, plus all additional holidays listed in the CSEA bargaining agreement.

RECOMMENDATION

The administration recommends approval of the 2012-2013 Employee Calendar.

Fiscal Impact: None	Board Date: June 18, 2012
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Re. & Educational Services	
Item Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

RSCCD EMPLOYEE CALENDAR 2012 - 2013

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
JULY	1	2	3	4	5	6	7	<i>Independence Day: July 4</i>
	8	9	10	11	12	13	14	
	15	16	17	18	19	20	21	
AUGUST	22	23	24	25	26	27	28	
	29	30	31	1	2	3	4	
	5	6	7	8	9	10	11	
SEPTEMBER	12	13	14	15	16	17	18	
	19	20	21	22	23	24	25	
	26	27	28	29	30	31	1	
OCTOBER	2	3	4	5	6	7	8	<i>Labor Day: September 3</i>
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
NOVEMBER	23	24	25	26	27	28	29	
	30	1	2	3	4	5	6	
	7	8	9	10	11	12	13	
DECEMBER	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30	31	1	2	3	
JANUARY	4	5	6	7	8	9	10	<i>Veterans Day: November 12</i> <i>Thanksgiving: November 22-23</i>
	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
FEBRUARY	25	26	27	28	29	30	1	
	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
MARCH	16	17	18	19	20	21	22	<i>Christmas Day: December 25</i> <i>New Years Day: January 1</i>
	23	24	25	26	27	28	29	
	30	31	1	2	3	4	5	
APRIL	6	7	8	9	10	11	12	<i>Martin Luther King Holiday: January 21</i>
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
MAY	27	28	29	30	31	1	2	<i>Lincoln's Birthday: February 15</i> <i>President's Day: February 18</i>
	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
JUNE	17	18	19	20	21	22	23	
	24	25	26	27	28	1	2	
	3	4	5	6	7	8	9	
JULY	10	11	12	13	14	15	16	<i>Spring Break: March 27 & 28</i> <i>Cesar Chavez Day: March 29</i>
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
AUGUST	31	1	2	3	4	5	6	
	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
SEPTEMBER	21	22	23	24	25	26	27	
	28	29	30	1	2	3	4	
	5	6	7	8	9C	10C	11	
OCTOBER	12	13	14	15	16	17	18	<i>Memorial Day: May 27</i>
	19	20	21	22	23C	24C	25	
	26	27	28	29	30	31	1	
NOVEMBER	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
DECEMBER	23	24	25	26	27	28	29	<i>Board Approved: June 18, 2012</i>
	30	1	2	3	4	5	6	
	7	8	9	10	11	12	13	
JANUARY	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30	1	2	3	4	
FEBRUARY	5	6	7	8	9C	10C	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23C	24C	25	
MARCH	26	27	28	29	30	31	1	
	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
APRIL	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30							

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: June 18, 2012
Re:	Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the Continuing Education Faculty Association (CEFA).	
Action:	Request for Approval	

BACKGROUND

Negotiations between the District and the Continuing Education Faculty Association (CEFA) have been completed. The tentative agreement has been ratified by the CEFA membership. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

The fiscal implications and terms of the proposed agreement are presented on the attached disclosure form.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendments to the collective bargaining agreement with the Continuing Education Faculty Association.

Fiscal Impact: Presented on Attached Disclosure Form	Board Date: June 18, 2012
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

Rancho Santiago Community College District

Name of Bargaining Unit: Continuing Education Faculty Association (CEFA)

The proposed agreement covers the period beginning July 1, 2012 and ending June 30, 2015.
 and will be acted upon by the Governing Board at its meeting on June 18, 2012

A. Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement			
		Current Year 2011-12	Year 2 2012-13	Year 3	
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$0	\$0	N/A
2.	Salary Schedule Increase (Decrease)	Cost (+/-)	\$63,548	\$63,233	N/A
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.)	Cost (+/-)	\$0	\$0	N/A
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)	\$9,348	\$9,302	N/A
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-)	N/A	N/A	N/A
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-)	\$72,896	\$72,535	N/A
		Percent			
7.	Total Number of Represented Employees		410	410	0
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-)	\$178	\$177	N/A
		Percent			

Please include comments and explanations as necessary 1.053% salary schedule adjustment
retroactive to 7/1/11 for all unit members with a Spring 2012 assignment. 1.00% salary schedule adjustment
on 7/1/12.

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Implement vesting rights for unit members at initial schedule development.

Minor technical changes to articles on Leaves, Grievances and Association Rights.

C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?

None.

D. What contingency language is included in the proposed agreement (reopeners, etc.)?

Reopeners on salary and two articles selected by each party.

E. Source of Funding for Proposed Agreement

1. Current Year

Base revenue

2. How will the ongoing cost of the proposed agreement be funded in future years?

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

Not applicable. Financial aspects of agreement will be reopened each year.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

3. Do unrestricted reserves meet the standard minimum reserve amount? Yes X No ___

G. Certification

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p>	
<p>_____</p> <p>District Chancellor</p>	<p>_____</p> <p>Date</p>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Resources and Educational Services**

To:	Board of Trustees	Date:	June 18, 2012
Re:	Acceptance of Resignation of Trustee Brian Conley		
Action:	Request for Approval		

BACKGROUND

Trustee Brian Conley has resigned from the Board of Trustees, effective June 30, 2012. The resignation was filed with the Orange County Superintendent of Schools on June 1, 2012. Board Policy 9005 and the state Education Code require that the Board of Trustees, within 60 days of the filing of the resignation, either call an election or make a provisional appointment to fill the vacancy.

ANALYSIS

Trustee Conley's term extends to November 2012. On May 7, 2012, the Board of Trustees adopted Resolution 12-24 ordering the regular biennial trustee election on November 6, 2012. No further action by the Board is required and Trustee Conley's seat will remain vacant until that election.

RECOMMENDATION

It is recommended that the Board of Trustees accept Trustee Conley's resignation.

Fiscal Impact:	None	Board Date:	June 18, 2012
Prepared by:	John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services		
Submitted by:	John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services		
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor		

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District contracts with SER, Jobs for Progress, Inc. to operate Basic Skills/ESL training. The District collects state funding on the attendance generated under this agreement and pays SER an hourly rate per hour of attendance to provide the services. The SER, Jobs for Progress, Basic Skills Training Agreement SAC-12-040, is effective July 1, 2012, to June 30, 2013.

ANALYSIS

For 2012-2013, Santa Ana College proposes to contract with SER to provide 159,500 student attendance hours in Basic Skills, ESL, and GED Preparation, at the rate of \$2.02 per attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the instructional agreement with SER, Jobs for Progress, Inc. for program year 2012-2013.

Fiscal Impact:	\$311,080	Board Date: June 18, 2012
Prepared by:	James Kennedy, Interim Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D. Chancellor, RSCCD	

SER, JOBS FOR PROGRESS, INC.

BASIC SKILLS TRAINING AGREEMENT

THIS AGREEMENT, made and entered into on the 1st day of July 2012, between Rancho Santiago Community College District, hereinafter called the "DISTRICT" and SER, JOBS FOR PROGRESS, INC., 1234 E. Warner, Santa Ana, California 92706, a private, nonprofit community based organization herein referred to as "SER."

W I T N E S S E T H

WHEREAS, the Governing Board of the DISTRICT has approved the contracting out of this education program pursuant to Education Code 78015; and

WHEREAS, the DISTRICT is authorized under Section 78021 of the California Education Code to establish contract education programs by agreement with any public or private agency, corporation, or association to provide specific educational programs or training to meet the specific needs of these organizations; and

WHEREAS, the DISTRICT wishes to offer educational programs and services in SER's facilities located at 1243 E. Warner Avenue, Santa Ana, CA 92706; and

WHEREAS, SER, as a private nonprofit organization in the State of California, can enter into agreement with the DISTRICT for the provision of educational programs and services for participants in the facilities which it operates; and

WHEREAS, the District is authorized under Section 78021 of the California Education Code to claim state apportionment for units of full time equivalency students (FTES) generated in contract education classes if all statutory and regulatory conditions for generating FTES are met; and

WHEREAS, SER operates on the basis of sound administrative policies and adheres to nondiscriminatory practices and does not and shall not discriminate on the basis of race, ethnic or national origin, sex, age, disability, sexual orientation, prior educational status or any other unreasonable basis for discrimination; and

WHEREAS, SER represents that its physical facilities meet requirements of state and local safety and health regulations and are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, SER represents that it maintains current, accurate records of both student attendance and progress, and SER consents to inspection of these records by authorized representatives of the DISTRICT, the California Community College Board of Governors, and other regulatory and administrative agencies.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

All the above recitals are true and correct.

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A. TERM

The term of this Agreement shall be for one (1) year commencing July 1, 2012, and terminating June 30, 2013, unless earlier terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION

SER or DISTRICT may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party.

C. DISTRICT RESPONSIBILITIES

1. DISTRICT shall pay SER to provide instruction and training in SER'S facility at 1243 E. Warner, Santa Ana, CA 92706, and DISTRICT is responsible for this education program that is conducted at this site.
2. DISTRICT shall pay SER to provide instruction in the following subject areas:

Subject

- a) Basic Education
- b) English as a Second Language
- c) Preparation for GED Test (also includes)
 - English 083 Composition
 - English 084 Composition II
 - Mathematics 156 Essential Math I
 - Mathematics 157 Essential Math II

TOTAL STUDENT ATTENDANCE HOURS NOT TO EXCEED 159,500 HOURS.

3. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to SER for payment for only the actual hours of authorized attendance of such student prior to the drop or withdrawal date.
4. The curriculum shall be as described in the Rancho Santiago Community College District's Catalog and the program and course outlines on file in the Instruction Office as approved by the Curriculum Council, the Chancellor, the Board of Trustees of the DISTRICT, and the Chancellor's Office of the California Community Colleges. The DISTRICT's policy on open enrollment is published in the DISTRICT's Catalog, together with the schedule of classes, (Title 5, Section 51006), along with descriptions of the courses. These courses offered by SER are all noncredit.
5. The DISTRICT shall collect state apportionment on the full time equivalent students (FTES) generated by this instructional program.

6. Instruction to be claimed for apportionment under this contract is under the immediate supervision and control of an employee of DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in noncredit subjects in a California community college.
7. DISTRICT shall use selected SER staff as instructors to provide the instruction and training covered by this Agreement. In order to meet the Education Code requirement in Section 58050 (a) (7) of Title V of the California Code of Regulations, which states that students be under the immediate supervision of an "employee" of the DISTRICT, the DISTRICT will invoke the provisions of Title V Section 58058 (b). Accordingly, the SER staff who are used as instructors are required to enter into individual instructor service agreements with the District regarding their responsibilities for delivering the curriculum called for by this agreement. DISTRICT has the primary right to control and direct the instructional activities of the instructors while they are teaching the classes that are the subject of this Agreement. DISTRICT will demonstrate its control and direction through such actions, where appropriate, as providing the instructor with an orientation, an instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services it would provide to its hourly instructors on campus.
8. DISTRICT has minimum qualifications for instructors teaching these courses and those qualifications are consistent with requirements in other similar courses given at the DISTRICT.
9. DISTRICT uses procedures to assure that instructors teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course and those procedures are applied to courses and instructors covered under the Agreement and the students are held to a comparable level of learning outcomes.
10. DISTRICT shall reimburse SER for use of its staff as instructors in the instructional program and for use of the facilities for instructional purposes according to the terms stated below in Section "E."
11. DISTRICT shall provide the normal administrative functions including admissions, counseling, registration, achievement records, awarding of completion certificates comparable to those maintained for any student of the DISTRICT.
12. Procedures, Terms, and Conditions. The enrollment period for these classes, the student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, the supervision and evaluation of students, and the withdrawal of students prior to completion of a course are determined by DISTRICT.

D. SER RESPONSIBILITIES

SER will provide staff and facilities for the DISTRICT to utilize in the operation of its instructional program.

1. SER staff who are used as instructors shall meet appropriate state and local minimum qualifications to teach in the subject areas covered by this Agreement.
2. Pursuant to Section 58058 (b) of Title V of the California Code of Regulations, SER staff who are used as instructors under this Agreement shall be required to enter into an individual agreement with the DISTRICT regarding his/her responsibility as an instructor for the DISTRICT specifically for delivery of the curriculum covered by this Agreement. These instructor agreements are included herein as APPENDIX A, and by this reference are incorporated into this Agreement.
3. The ONE HUNDRED AND FIFTY-NINE THOUSAND FIVE HUNDRED (159,500) hours of approved instruction and training shall be given under the direct supervision of California licensed instructors holding valid California teaching credentials authorizing services in the areas to be taught under this Agreement in vocational programs in a community college or possessing equivalent qualifications as established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors.
4. SER shall maintain accurate records of attendance and progress for each student and evaluations of each student at the request of the DISTRICT, and shall submit to the DISTRICT, on a schedule developed by the DISTRICT, such information from such records as is requested by the authorized representatives of the DISTRICT. Records will be open for review at all times by officials of the DISTRICT.
5. DISTRICT shall not be obligated to make any payment to SER staff for services under the terms of this Agreement. It is agreed and understood that any and all salary and benefits payable or owing to SER staff who are used as instructors under the terms of this Agreement are the sole responsibility and liability of SER.
6. Except as noted in this Agreement, SER shall not charge students receiving instruction and training under this contract additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this contract.
7. Costs per student shall not exceed the total direct and indirect costs to provide the same training in public schools or the tuition the private post secondary school charges its private students, whichever is lower.
8. SER agrees to accept new students during each enrollment period established by the DISTRICT.

9. Should it become necessary for one or more DISTRICT student(s) to transfer to SER from schools or colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for instruction and training, SER agrees to accredit each of such students with one hour for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.
10. SER staff who shall conduct the classes governed by this Agreement shall do so according to the following schedule:
 - a. Basic Skills
 - 8:00 a.m. – 12:00 noon M – F
 - 1:00 p.m. – 2:00 p.m. M – F
 - 6:00 p.m. – 9:00 p.m. M – Th
 - b. ESL
 - 8:00 a.m. – 12:00 noon M – F
 - 1:00 p.m. – 2:00 p.m. M – F
 - 6:00 p.m. – 9:00 p.m. M – Th
11. SER shall not be reimbursed for more than the total hours called for in the curriculum in any one subject area for any one student.
12. SER shall submit and certify statements and billings at least once a month to:

Rancho Santiago Community College District
 Santa Ana College
 School of Continuing Education
 Centennial Education Center
 2900 West Edinger Avenue
 Santa Ana, CA 92704-3902
 Attention: Dean of Instruction and Student Services

Billings shall include evidence of positive attendance in accordance with State regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees and number of actual hours of instruction given. Records of enrollees' attendance shall be maintained by the SER for a period of five (5) years and shall be available for review by the DISTRICT, the Office of Private Postsecondary Education, and the Chancellor's Office of the California Community Colleges.
13. SER shall provide those administrative functions essential for the operation of its facilities.
14. SER will deliver a report regarding the accomplishment of the performance objectives for each instructional area at the end of the contract period.

15. SER's courses are held at facilities which are clearly identified as being open to the general public. (Title 5, Section 58051.5) Enrollment in the courses are open to any person who has been registered in the college's noncredit program and has met any applicable prerequisites. (Title 5, Sections 51006 and 58106)

E. RESPONSIBILITIES OF DISTRICT AND SER

The DISTRICT and SER shall make available ancillary and support services as relating to counseling, guidance, and placement assistance for the students.

F. PAYMENT

The DISTRICT shall reimburse SER for the use of staff and facilities at the rate of TWO DOLLARS AND TWO CENTS (\$2.02) per student attendance hour, up to a maximum of 159,500 hours. The hours claimed under this agreement must be certified to the DISTRICT for actual attendance during the preceding month for all properly enrolled students. Such payment is considered full payment to cover all of SER's contract cost of operating the instructional programs covered by this Agreement.

1. SER states that 69% of the above hourly rate represents actual costs of instructors including salaries and related benefits, 5% of the above hourly rate represents equipment costs, 20% represents facilities costs, and 6% represents other costs of operation.

G. CERTIFICATION BY DISTRICT

DISTRICT hereby certifies that on all student attendance from classes offered through this Agreement which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any public or private agency, individual, or group.

H. CERTIFICATION BY COUNTY

COUNTY hereby certifies that in receiving the compensation for attendance hours stipulated in this Agreement, it does not, and will not, receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

I. INSURANCE

1. SER shall maintain insurance for workers' compensation, required by law for its employees in the operation of this program.

2. SER provides, when required by law and at SER's own expense, workers' compensation insurance coverage for any student.
3. SER shall maintain during the entire term of this Agreement self insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and property damage coverage of not less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000) per accident. Said coverage shall expressly name the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, and the STATE OF CALIFORNIA and their agents, employees, and officers as additional insured. SER shall provide to DISTRICT a certificate of insurance covering the contract period and stating the required coverage.
 - a. This coverage shall not be canceled or coverage reduced, until notice has been mailed to the DISTRICT stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.
 - b. Such coverage as provided for the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, the STATE OF CALIFORNIA, and their officers, agents, and employees shall be primary and any coverage carried by the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, the STATE OF CALIFORNIA and their officers, agents, and employees shall be excess and non-contributory. Notice evidencing said coverage shall be at all times furnished to the DISTRICT.

J. INDEMNIFICATION

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

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

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

SER, JOBS FOR PROGRESS, INC.

Signature:

Date:

Ronald Puente, Director
SER, Jobs for Progress, Inc.
1243 E. Warner
Santa Ana, CA 92706
(714) 556-8741

APPENDIX A

INDIVIDUAL INSTRUCTOR SERVICES AGREEMENTS

- Ali Alizadeh
- Tristen A. Auxier
- Esmeralda Godoy
- Jennifer Kapp
- Ryan A. Saucedo

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

To: Board of Trustees	Date: June 18, 2012
Re: Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District contracts with SER, Jobs for Progress, Inc. to operate Career Technical Education training. The District collects state funding on the attendance generated under this agreement and pays SER an hourly rate per hour of attendance to provide the services. The SER, Jobs for Progress, Vocational Training Agreement SAC-12-041, is effective July 1, 2012, to June 30, 2013.

ANALYSIS

For 2012-2013, Santa Ana College proposes to contract with SER to provide 45,000 student attendance hours in Career Technical Education/Vocational Training at the rate of \$2.02 per attendance hour.

RECOMMENDATION

It is recommended that the Board of Trustees approve the instructional agreement with SER, Jobs for Progress, Inc. for program year 2012-2013.

Fiscal Impact: \$82,820	Board Date: June 18, 2012
Prepared by: James Kennedy, Interim Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

SER, JOBS FOR PROGRESS, INC.
VOCATIONAL TRAINING AGREEMENT

THIS AGREEMENT, made and entered into on the 1st day of July 2012, between Rancho Santiago Community College District, County of Orange, State of California, hereinafter called the "DISTRICT" and SER, JOBS FOR PROGRESS, INC., 1243 E. Warner, Santa Ana, California 92706, herein referred to as "SER."

W I T N E S S E T H

WHEREAS, the Governing Board of the District has approved the contracting out of the vocational education program for Clerical/Office occupations pursuant to Education Code 78015; and

WHEREAS, through this agreement with the SER, the DISTRICT intends to provide a vocational education program for the benefit of eligible students of the DISTRICT, under the State Plan for Vocational Education and the Federal Carl D. Perkins Vocational and Technology Education Act of 1998, in order to prepare such students for a vocation in Clerical/Office occupations; and

WHEREAS, the DISTRICT also intends to limit the hours of instruction to a maximum of 45,000 student attendance hours for the Agreement. Other students may attend as private enrollees of SER, JOBS FOR PROGRESS, INC. but such enrollment shall not exceed a number at which the DISTRICT funded program may operate effectively; and

WHEREAS, SER represents that it is a non-public vocational school with extensive capabilities and experience in vocational instruction and training and holds Course Approval under the provisions of Section 94312 of the Education Code of the State of California; and

WHEREAS, DISTRICT represents that it has minimum qualifications for instructors teaching these courses and the qualifications are consistent with requirements in other similar courses given at the DISTRICT,

WHEREAS, SER represents that each instructor of SER in this program possesses valid minimum teaching qualifications to teach in the specific vocational subject area as determined by the DISTRICT; and

WHEREAS, SER represents that its financial resources are adequate to insure operation for the duration of the student training period and that SER operates on the basis of sound administrative policies and adheres to nondiscriminatory practices and does not and shall not discriminate on the basis of race, ethnic or national origin, sex, age, disability, sexual orientation, or prior educational status or any other unreasonable basis for discrimination; and

WHEREAS, SER represents that its physical facilities meet requirements of state and local safety and health regulations and its equipment and instructional materials are adequate and suitable for the courses offered and the number of students in attendance; and

WHEREAS, SER represents that it maintains current, accurate records of both student attendance (class attendance sheets) and progress (grade sheets). SER consents to inspection of these records by authorized representatives of the DISTRICT, California Community College Board of Governors, and other regulatory and administrative agencies, and such records shall be submitted by SER on a schedule developed by DISTRICT; and

WHEREAS, SER represents that it is free of any pending or existing proceedings against it or that of any of its instructors; or in the alternative, that it can show to the satisfaction to the DISTRICT by way of written evidence that such proceedings are without merit and will be disposed of in favor of SER;

NOW, THEREFORE, in consideration of the conditions, covenants, terms, agreements and recitals contained herein, it is mutually agreed as follows:

All the above recitals are true and correct.

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1. SER RESPONSIBILITIES

SER shall provide vocational instruction, training, facility, equipment, supervision and other services for all enrolled students not to exceed a maximum of 45,000 student hours during the 2012/2013 school year (7/1/2012 through 6/30/2013). The vocational instructional program will be Business Skills, 780 hours. Instruction time shall be provided by SER for all students who wish such instruction during school holidays (excluding legal holidays) and Christmas recess provided such instructional time does not exceed total hours stipulated within this Agreement.

- A. All students shall be under the direct supervision of instructors with a valid credential for community college services or meet minimum qualifications in the area to be taught, such credential to be registered with the Orange County Department of Education and the DISTRICT.
- B. Instruction to be claimed for apportionment under this contract is under the immediate supervision and control of an employee of DISTRICT (Title 5, Section 58058) who has met the minimum qualifications for instruction in vocational subjects in a California community college.
- C. Where the instructor is not a paid employee of DISTRICT, DISTRICT shall enter into a written agreement with each instructor who is conducting instruction for which FTES are to be reported. Instructors paid by SER shall enter into individual instructor service agreements with DISTRICT. These instructor agreements are included herein as APPENDIX A, and by this reference are incorporated into this Agreement.
- D. SER shall provide all necessary instructional supplies and equipment for the students covered by the agreement. All material and equipment supplied by SER

shall remain the property of SER and shall not be removed from the premises without permission of SER.

- E. Except as noted in this Agreement, SER shall not charge students receiving instruction and training under this Agreement additional cost for tuition, supplies, and/or equipment for any instruction and/or training to be provided in accordance with this contract.
- F. SER will provide those administrative functions essential for the operation of its facilities at its own expense.
- G. SER shall provide all students who complete the program job placement services. Record of such placement services shall be kept and reported to the DISTRICT annually.
- H. SER shall be in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Higher Education Act of 1972, Section 504 of the Rehabilitation Act of 1973, the U.S. Presidential Executive Order 11246, and subsequent amendments (if applicable) and the intent of the Board of Governors of the California Community Colleges affirmative action resolution adopted April 12, 1973, and all applicable local, state, and federal health and safety regulations.
- I. SER's courses shall be held at facilities that are clearly identified as being open to the general public. Enrollment in the courses is open to any person who has been admitted to the college and has met any applicable prerequisites.

2. CURRICULUM

The curriculum shall be as described in the Rancho Santiago Community College District's catalog and the program and course outlines on file in the Instruction office

as approved by the Curriculum Council, the Chancellor, the Board of Trustees of the DISTRICT, and Chancellor's Office of the California Community Colleges.

3. DISTRICT RESPONSIBILITIES

- A. DISTRICT is responsible for the education program conducted at this site.
- B. The DISTRICT shall provide the normal administrative functions including admissions, counseling, registration, achievement records, and awarding of completion Certificates comparable to those maintained for any student of the DISTRICT.
- C. Procedures, Terms, and Conditions. The enrollment period for these vocational classes, the student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, the supervision and evaluation of students, and the withdrawal of students prior to completion of a course are determined by DISTRICT.
- D. Instruction to be claimed for apportionment under this contract is under the immediate supervision and control of an employee of DISTRICT who has met the minimum qualifications for instruction in a vocational subject in a California community college.
- E. DISTRICT shall demonstrate control and direction of SER instructors through such actions as providing the instructors, as appropriate, with an instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any other materials and services that DISTRICT would provide to its hourly instructors on campus.
- F. The DISTRICT's policy on open enrollment shall be published in the college catalogue, schedule of classes, and any addenda to the schedule of classes, along

with a description of the course. These courses offered by SER are all noncredit.

G. The courses of instruction specified in this agreement and the outlines of record for such courses have been approved by college's curriculum committee as meeting Title 5 course standards and the courses have been approved by the DISTRICT's Board of Trustees.

H. DISTRICT uses procedures to assure that instructors teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course and those procedures are applied to courses and instructors covered under the agreement and the students are held to a comparable level of rigor.

4. RESPONSIBILITIES OF SER AND DISTRICT

SER and the DISTRICT shall make available ancillary and support services as relating to counseling, guidance, and placement assistance for the students.

5. PAYMENT

The DISTRICT shall pay to SER on a monthly basis TWO DOLLARS AND TWO CENTS (\$2.02) per hour for each student positive attendance hour certified to the DISTRICT for actual attendance during the preceding month at SER's place of instruction for all properly enrolled students who are in good standing with the DISTRICT. Such payment to be considered in full payment to cover all contract cost of operating said instructional program. Total hours shall not exceed a maximum of 45,000 actual student hours of attendance under this contract.

A. SER states that 69% of the above hourly rate represents actual costs of instructors including all salary and related benefits, 5% of the above hourly rate represents

rental of equipment, 20% of the above hourly rate represents rental of facilities, and 6% of the above hourly rate represents other costs of operations.

- B. The DISTRICT shall pay to SER for each student trainee throughout his or her enrollment the hourly rate in force at the time of the trainee's entry into the program or an amount not to exceed the rate charged.
- C. In the event a DISTRICT student withdraws from the program of instruction, or, because of failure to attend scheduled instruction, is dropped from the program, the DISTRICT shall be responsible to SER for payment for only the actual hours of authorized attendance of such students prior to the drop or withdrawal date.

6. COSTS PER STUDENT

Costs per student shall not exceed the total direct and indirect costs to provide the same training in public schools or the tuition the private post secondary school charges its private students, whichever is lower.

7. REIMBURSEMENT PER STUDENT

SER shall not be reimbursed for more than 780 hours of instruction for any one student in Business Skills. Exceptions to these limits will only be allowed with the prior consultation and approval of the District.

8. NEW STUDENTS

SER agrees to accept new students in programs during each enrollment period established by the DISTRICT and according to College enrollment procedures, provided that 45,000 student attendance hours are not exceeded.

9. SUPERVISION

The seven hundred eighty (780) hours of approved instruction and training shall be given under the direct supervision of California licensed instructors holding valid California

teaching credentials authorizing services in the area of clerical/office occupations in vocational programs in a community college or possessing equivalent qualifications established by the DISTRICT, and all DISTRICT students while engaged in such instruction and training shall be under the immediate supervision and control of such instructors.

10. BILLING

SER shall submit and certify statements and billings every two weeks to: Rancho Santiago Community College District, Santa Ana College School of Continuing Education, Centennial Education Center, 2900 W. Edinger, Santa Ana, CA 92704-3902, Attention: Dean of Instruction and Student Services at the end of each month on the forms provided by the DISTRICT. Billings shall include evidence of positive attendance in accordance with State Regulations. All billings shall be accompanied by attendance sheets verifying the number of enrollees and number of actual hours of instruction given.

11. ATTENDANCE

Records of enrollee attendance shall be maintained by SER for a period of five (5) years and shall be available for review by the DISTRICT, its staff, its auditor, the Office of Private Post Secondary Education, and the staff of the Vocational Support Unit of the Chancellor's Office, California Community Colleges.

12. RECORDS

SER shall maintain accurate records of attendance and progress for each student and evaluations of each student at the request of the DISTRICT, and shall submit to the DISTRICT such information from such records as is requested by the authorized representative(s) of the DISTRICT.

13. REPORT

A report will be delivered regarding the accomplishment of the performance objectives for each instructional area at the end of the contract period.

14. TRANSFER STUDENTS

Should it become necessary for one or more DISTRICT students to transfer to the SER from schools and colleges, both public and private, that are accredited and hold valid certificates of course approval and licenses as private, post-secondary, vocational schools for instruction and training in the clerical office occupations, SER agrees to accredit each of such students with one hour for each and every hour of approved instruction and/or training received by, or credited to, such student in the former program.

15. CERTIFICATION BY DISTRICT

DISTRICT hereby certifies that on all student attendance from classes offered through this agreement which it reports for state apportionment, it does not, and will not, receive full compensation for the direct education costs of the courses from any public or private agency, individual, or group.

16. CERTIFICATION BY COUNTY

COUNTY hereby certifies that in receiving the compensation for attendance hours stipulated in this agreement, it does not, and will not receive full compensation for the direct education costs of the courses from any other public or private agency, individual, or group.

17. INSURANCE

A. SER shall obtain and maintain insurance, at the expense of SER, all workers' compensation insurance required by law for its employees in the operation of this

program. SER will provide, when required by law, and at SER's own expense, worker's compensation insurance coverage for the students in SER's program.

B. SER shall maintain during the entire term of this Agreement self insurance for general liability in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and property damage coverage of not less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000) per accident. Said coverage shall expressly name the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, and the STATE OF CALIFORNIA and their agents, employees, and officers as additional insured. SER shall provide to DISTRICT a certificate of insurance covering the contract period and stating the required coverage.

a. This coverage shall not be canceled or coverage reduced, until notice has been mailed to the DISTRICT stating the date of cancellation or reduction. Coverage shall not be canceled until 30 days have passed from date of receipt of such notice.

b. Such coverage as provided for the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, the STATE OF CALIFORNIA, and their officers, agents, and employees shall be primary and any coverage carried by the DISTRICT, the BOARD OF GOVERNORS of the California Community Colleges, the STATE OF CALIFORNIA and their officers, agents, and employees shall be excess and non-contributory. Notice evidencing said coverage shall be at all times furnished to the DISTRICT.

18. INDEMNIFICATION

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

19. EFFECTIVE DATE

This Agreement shall become effective July 1, 2012, and shall be reviewed periodically by the parties hereto. Any amendment or adjustments reasonably necessary shall be made from time to time by mutual agreement. SER shall notify the DISTRICT of any change in facility location during the period of this Agreement. The DISTRICT reserves the right to terminate this Agreement due to a facility change that the DISTRICT determines to be inadequate for instructional purposes.

20. TERMINATION

The DISTRICT and SER reserve the right to terminate this Agreement at the end of any semester or summer session by giving thirty (30) days prior written notice. In addition the DISTRICT may terminate this agreement due to budgetary restraints identified by the Board of Trustees, thirty (30) days after giving written notice.

A. Should the DISTRICT exercise its right to terminate this Agreement, students

currently enrolled shall have the option to complete the current training course at a cost not to exceed the rate per student instructional hour as set forth herein. Such fees shall to be paid directly to SER by the student.

21. NOTICE

Any notice given under this Agreement shall be deemed given when personally served upon the Chancellor of the DISTRICT or upon the Chair of the Board of Directors of SER, JOBS FOR PROGRESS, INC. or when a certified notice is deposited in the mails in Orange County in a sealed envelope with postage thereon fully prepaid from one party to the other addressed as follows, respectively:

TO DISTRICT: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 North Broadway
Santa Ana, CA 92706
Attention: Vice Chancellor
Business Operations/Fiscal Services

TO CONTRACTOR: SER, JOBS FOR PROGRESS, INC.
1243 East Warner
Santa Ana, CA 92706

22. EXPIRATION DATE

This agreement shall expire June 30, 2013.

23. APPROVAL

This Agreement is subject to the approval of the California Community Colleges Chancellor's Office.

IN WITNESS WHEREOF, said parties to this Agreement have executed these presentations and here unto set their hands on the day and year first written.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

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

SER, JOBS FOR PROGRESS, INC.

Signature:

Date:

Ronald Puente, Director
SER, Jobs for Progress, Inc.
1243 E. Warner
Santa Ana, CA 92706
(714) 556-8741

APPENDIX A

INDIVIDUAL INSTRUCTOR SERVICES AGREEMENTS

- Ali Alizadeh
- Tristen A. Auxier
- Esmeralda Godoy
- Jennifer Kapp
- Ryan A. Saucedo

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of CJA Agreement Renewal – City of Santa Ana, Santa Ana Police Department	
Action:	Request for Approval	

BACKGROUND

Over the past eight years, Santa Ana College and the City of Santa Ana, Santa Ana Police Department, have shared in a partnership that provides quality and professional law enforcement training. The current agreement was established in March, 2007 and was amended in July, 2011 to reflect an increase from \$2.50 to \$2.70 per student contact hour consistent with the increase in college tuition.

ANALYSIS

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This renewal agreement has been reviewed by Dean Simon B. Hoffman and college staff. The annual cost for this agreement is not to exceed \$54,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with the City of Santa Ana, Santa Ana Police Department in Santa Ana, California.

Fiscal Impact:	Approximately \$54,000 FY 2012-2013	Board Date: June 18, 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	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With: **CITY OF SANTA ANA**

THIS AGREEMENT is entered into on the 19th day of June, 2012

by and between the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706-1640 (District) and the **City of Santa Ana, Santa Ana Police Department, 60 Civic Center Plaza, Santa Ana, CA 92702** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services** - Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. **Student Attendance Records**. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to insure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty, courses, and the students.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 20,000 student contract hours per year.

2. The Agency shall invoice the District at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

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

5. Term. This Agreement shall be in effect for the period of July 1, 2012 through June 30, 2017, unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost of the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignments. This Agreement is personal and shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations and Fiscal Services
2323 North Broadway
Santa Ana, California 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

City of Santa Ana
Santa Ana Police Department
60 Civic Center Plaza
Santa Ana, CA 92702
714-245-8052

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

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

in 8/15
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

CITY OF SANTA ANA

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

PAUL WALTERS
City Manager

Date: _____

ATTEST:

Maria D. Huizar
Clerk of the Council

APPROVED AS TO FORM:

JOE STRAKA
City Attorney

TERESA L. JUDD
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

PAUL M. WALTERS
Chief of Police

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

City of Santa Ana

1. **Teaching Approved Curriculum:** All student contact hours submitted by **City of Santa Ana** to Rancho Santiago Community College District shall be part of a course of instruction that has either been approved by the college's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by **City of Santa Ana** to Rancho Santiago Community College District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Criminal Justice Instructors. This expertise is furnished at the expense of **City of Santa Ana**. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.

4. **Enrollment of Students:** Rancho Santiago Community College District will supply current student enrollment forms to **City of Santa Ana** will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College

District and **City of Santa Ana** (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses** - The following is a partial list of applicable courses for contract instruction:

Courses 2-40 hours in duration that are approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Services and Technology Division

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of CJA Renewal Agreement – California Narcotic Canine Association	
Action:	Request for Approval	

BACKGROUND

Over the past five plus years, Santa Ana College and the California Narcotic Canine Association have shared in a partnership that provides quality and professional law enforcement training for their agency. The attached agreement will be used to continue the educational partnership with the listed agency.

ANALYSIS

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This renewal agreement has been reviewed by Dean Simon B. Hoffman and college staff. The annual cost for this agreement is not to exceed \$17,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with the California Narcotic Canine Association in Salinas, California.

Fiscal Impact:	\$17,000/fiscal year	Board Date: June 18, 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	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With: **CALIFORNIA NARCOTIC CANINE ASSOCIATION**

THIS AGREEMENT is entered into this 22nd day of May, 2012

by and between the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706-1640 (District) and the **California Narcotic Canine Association, 2 El Paso Place, Salinas, CA 93901** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services** - Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. Student Attendance Records. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to insure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty, courses, and the students.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 6,295 hours or \$17,000 per fiscal year.

2. The Agency shall invoice the District at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

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

5. Term. This Agreement shall be in effect for the period of July 1, 2012 through June 30, 2017, unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost of the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignments. This Agreement is personal and shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations and Fiscal Services
2323 North Broadway
Santa Ana, CA 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

California Narcotic Canine Association
2 El Paso Place
Salinas, CA 93901

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

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

Agency: CALIFORNIA NARCOTIC
CANINE ASSOCIATION

District: RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT
PH
PH

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

California Narcotic Canine Association

1. **Teaching Approved Curriculum:** All student contact hours submitted by **California Narcotic Canine Association** to Rancho Santiago Community College District shall be part of a course of instruction that has either been approved by the college's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by **California Narcotic Canine Association** to Rancho Santiago Community College District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Criminal Justice Instructors. This expertise is furnished at the expense of **California Narcotic Canine Association**. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.

4. **Enrollment of Students:** Rancho Santiago Community College District will supply current student enrollment forms to **California Narcotic Canine Association** will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and **California Narcotic Canine Association** (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses** - The following is a partial list of applicable courses for contract instruction:

Courses 2-40 hours in duration that are approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of CJA Renewal Agreement -- County of Orange	
Action:	Request for Approval	

BACKGROUND

Presently we have agreements with the County of Orange to support contract training for the Orange County Coroner's Office. We have had a partnership with the County for forty (40) years. The existing agreement was established in August, 2007 and expires at the end of the fiscal year. This renewal agreement will allow the Coroner's office to host college certified training courses at their facility. The County of Orange will be responsible for paying the college tuition for all students attending these courses.

ANALYSIS

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This renewal agreement has been reviewed by Dean Simon B. Hoffman and college staff. The annual cost for this agreement is not to exceed \$25,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this amendment with the County of Orange in Santa Ana, California.

Fiscal Impact:	\$25,000/fiscal year	Board Date: June 18, 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	

FIVE-YEAR AGREEMENT MA-060-12011747

**BETWEEN THE
COUNTY OF ORANGE**

**AND THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT, entered into this Twenty second day of May, 2012, which date is enumerated for purposes of reference only, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the DISTRICT desires to contract with COUNTY as an independent contractor to the DISTRICT; and

WHEREAS, COUNTY has the personnel, expertise and equipment to provide the special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served by this CONTRACT;

NOW THEREFORE, COUNTY and DISTRICT mutually agree as follows:

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A. TERM:

The term of this Agreement shall be for five (5) years beginning, August 1, 2012 through July 31, 2017, unless earlier terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

COUNTY or DISTRICT may terminate this Agreement without cause, upon thirty (30) days written notice to the other party.

C. TERMINATION FOR CAUSE:

The DISTRICT may terminate this Agreement and be relieved of any consideration to COUNTY should COUNTY fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the DISTRICT may proceed with the work in any manner deemed proper by the DISTRICT. The cost of the DISTRICT shall be deducted from any sum due the COUNTY under this Agreement and the balance, if any, shall be paid by the COUNTY.

D. PROVISIONS OF THE AGREEMENT:

1. COUNTY'S RESPONSIBILITIES:

- a. Services – COUNTY'S responsibilities shall be to diligently furnish to the DISTRICT the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.
- b. Student Attendance Records. Records of student attendance and achievement will be maintained by COUNTY. Records will be

open for review at all times by officials of the DISTRICT and submitted on a schedule developed by the DISTRICT.

2. DISTRICT'S RESPONSIBILITIES:

- a. Job Market Study -- Prior to the establishment of this vocational or occupational training program, the DISTRICT'S governing board shall have conducted a job market study of the labor market area and determined that the results justified the proposed vocational education program. (Education Code Section 78015)
- b. Educational Program. DISTRICT is responsible for the educational program that will be conducted on site.
- c. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a DISTRICT employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.
- d. Instructor Who Is Not a District Employee - District's Responsibilities. Where COUNTY'S instructor is not a paid employee of the DISTRICT, the DISTRICT shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the DISTRICT has the primary right to control and direct the instructional activities of COUNTY'S instructor.

- e. Qualifications of Instructors. DISTRICT shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the DISTRICT.
- f. District's Control of and Direction for Instructors. DISTRICT shall provide instructors with an orientation, instructors manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.
- g. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the DISTRICT'S responsibility to insure that the course outline of records are approved by the DISTRICT'S curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the DISTRICT'S board of trustees.
- h. Different Section of Courses. DISTRICT shall have procedures to insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty, courses, and the students.
- i. Enrollment. DISTRICT will advise COUNTY of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy

regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

- j. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or DISTRICT must have received delegated authority to separately approve those courses locally.
- k. Classes Held Outside of District. If the classes are to be located outside the boundaries of the DISTRICT, the DISTRICT must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-DISTRICT facilities.
- l. Funding Source. DISTRICT shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.
- m. Certification. DISTRICT is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

E. PAYMENT:

- 1. County Fee and Expenses - The fee to be paid by DISTRICT for the services and materials to be supplied hereunder is:

Two dollars and fifty cents (\$2.50) per student contact hour. Not to exceed 10,000 hours or \$25,000.00 per year.

2. The COUNTY shall invoice the DISTRICT at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class.

F. FACILITIES:

COUNTY and DISTRICT agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

G. OPEN ENROLLMENT:

DISTRICT and COUNTY agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The DISTRICT'S policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

H. SUPPORT SERVICES FOR STUDENTS:

Both COUNTY and DISTRICT shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

I. INDEMNIFICATION:

1. The COUNTY shall indemnify, defend and hold the DISTRICT,

its officers, agents, and employees harmless from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers and any other persons, firms, or corporations furnishing or supplying work, services, materials or supplies who may be damaged or injured by the COUNTY in the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the COUNTY in the performance of this Agreement. The COUNTY shall provide necessary worker's compensation insurance for its employees at COUNTY'S own cost and expense.

2. The DISTRICT shall indemnify, defend and hold the COUNTY, its officers, agents and employees harmless from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, laborers and any other persons, firms, or corporations furnishing or supplying work, services, materials or supplies who may be injured or damaged by the DISTRICT in the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the DISTRICT in the performance of this Agreement. This DISTRICT shall provide necessary worker's compensation insurance for its employees at DISTRICT'S own cost and expense.

J. ASSIGNMENTS:

This Agreement is personal and shall not be assigned by COUNTY either

in whole or in part. Any such purported assignment voids this Agreement.

K. NOTICES:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

DISTRICT:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations and Fiscal Services
2323 North Broadway
Santa Ana, California 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

COUNTY:

Orange County Coroner's Office
1071 W. Santa Ana Blvd
Santa Ana, CA 92703
(714) 647-7442

L. TIME IS OF THE ESSENCE:

Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

M. MODIFICATIONS:

No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between

the parties hereto, shall be binding on any of the parties hereto.

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

COUNTY COUNTY OF ORANGE *see page 10* DISTRICT RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____	By: _____
Name: _____	Name: <u>Peter J. Hardash</u>
Title: _____	Title: <u>Vice Chancellor of</u> <u>Business Operations and Fiscal Services</u>
Date: _____	Date: _____

ATTACHMENT A

SCOPE OF WORK:

1. **Teaching Approved Curriculum:** All student contact hours submitted by the COUNTY to Rancho Santiago Community College District shall be part of a course of instruction that has either been approved by the college's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the COUNTY to Rancho Santiago Community College District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Criminal Justice Instructors. This expertise is furnished at the expense of the COUNTY. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.

4. **Enrollment of Students:** Rancho Santiago Community College District will supply current student enrollment forms to the COUNTY.

The COUNTY will return properly completed enrollment forms to the DISTRICT prior to beginning instruction. Out of State fees will not apply to any student presently employed by a law enforcement agency

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College

District and the COUNTY (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses** - The following is a partial list of applicable courses for contract instruction:

Courses 2-80 hours in duration that are approved by the Criminal Justice Academies Coordinator and specific to Criminal Justice. And all other approved Criminal Justice related courses offered at Santa Ana College.

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Renewal of Nursing Program Agreement – California State University, Dominguez Hills	
Action:	Request for Approval	

BACKGROUND

This is a renewal of an affiliation agreement with California State University, Dominguez Hills to be a provider of under-graduate and post-graduate educational and training for students pursuing careers in nursing education. These students are in the Bachelors Program (BSN) or Masters Program (MSN) and will be precepting with Santa Ana College Nursing Faculty in the classroom and clinical setting as part of their under-graduate and post-graduate education.

ANALYSIS

This agreement with California State University, Dominguez Hills allows for clinical training of under-graduate and post-graduate nurses and is important to Santa Ana College because these students may become interested in teaching at Santa Ana College upon graduation as a result of a positive training experience. The clinical affiliation agreement covers the scope of program operations as well as other issues relating to responsibilities for both parties. The agreement has been reviewed and approved by RSCCD Risk Management and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this clinical affiliation agreement renewal with the California State University, Dominguez Hills.

Fiscal Impact:	None	Board Date: June 18, 2012
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs Carol Comeau, Dean of Science, Mathematics, and Health Sciences	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



California State University
Dominguez Hills

Procurement, Contracts, Logistical and Support Services
1000 E. Victoria Street, WH B-485, Carson, CA 90747 • (310) 243-3799 • FAX: (310) 516-3305

CLINICAL AFFILIATION AGREEMENT - NURSING

Contract # 1690-10

THIS AGREEMENT, is made and entered into on 6/18/12, pursuant to Education Code 89036, by and between Rancho Santiago Community College District on behalf of Santa Ana College hereinafter referred to as the "FACILITY" and the Trustees of the California State University, an agency of the State of California, on behalf of the School of Nursing, **CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS**, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, the UNIVERSITY'S BSN, MSN, and Nurse Practitioner Programs in nursing requires its students to have clinical experience and the use of clinical facilities; and

WHEREAS, the FACILITY is willing to permit the use of its clinical facilities and services for the education of said students, under the circumstances herein defined; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the University's Nursing Program use the clinical facilities of the Facility for their clinical nursing experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. FACILITY SHALL:

A. Provide clinical facilities for learning experiences for nursing students designated by the UNIVERSITY. The clinical experience for each student shall cover such period of time as will be specified by the UNIVERSITY.

B. Maintain clinical facilities in conformance with standards of the Board of Registered Nursing and permit inspection of its clinical facilities upon request by the Commission on Collegiate Nursing Education, Western Association of Schools and Colleges and by authorized representatives of the UNIVERSITY.

C. Permit designated students and staff of UNIVERSITY to use all services of the FACILITY herein contracted for. The level of services and the number of students involved shall be determined by mutual agreement between the parties.

D. Nominate staff members to serve as clinical preceptors. The final selection of the preceptors shall be made by mutual consent between the FACILITY and the Faculty Coordinator. The preceptors shall serve on a volunteer basis in accordance with the Preceptor Policy Handbook found in the following link:
http://www.csudh.edu/soh/soh_design/soh_new/don/chandbook.pdf
<http://www.csudh.edu/soh/don/handbookforms.htm>

E. Permit members of the medical and nursing staffs of the FACILITY to participate as their time may permit in the clinical learning experience of the students.

F. Upon request, provide insurance for general liability insurance coverage.

II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

A. Designate the students who are enrolled in the Nursing Program of the University to be assigned for clinical nursing experience at the Facility.

B. Be responsible for all instruction and evaluation of student performance required to meet the course objectives given at the FACILITY to the students so designated.

SAC-12-042

- C. Be responsible for keeping all attendance and academic records of the students.
- D. Provide guidance to students in their clinical activities, through an individualized Learning Contract which specifies learning activities to take place within the patient care framework of the FACILITY.
- E. Agree that the students and instructors shall be subject to the requirements and restrictions specified jointly by representatives of the UNIVERSITY and the FACILITY, and subject to the FACILITY's rules and regulations governing conduct.
- F. Require students to provide documentation of appropriate immunizations or immunity in compliance with OSHA Blood-Borne Pathogens Regulations, as well as requirements of the FACILITY.
- G. Provide students with appropriate training regarding obligation to keep confidential all employee and patient information as required by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations issued by the U.S. Department of Health and Human Services at 45 CFR, code of Federal Regulations, parts 160-164.
- H. Upon request, provide insurance for general liability insurance coverage.

III. General Conditions

A. THIS AGREEMENT shall become effective upon execution, and shall continue until the expiration date of June 17, 2017 or until cancelled by either party with sixty (60) days advance written notice.

B. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, and employees, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, or employees. 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.

C. While in the performance of this agreement, students serve as volunteers at the Facility without compensation and are not to be considered officers, agents or employees of the University for Worker's Compensation purposes.

D. Students shall provide and maintain in force a One Million Dollar (\$1,000,000) policy of professional liability insurance during the course of their activities under this agreement.

E. UNIVERSITY and FACILITY, at its sole cost and expense, shall insure its activities in connection with this agreement, shall obtain, keep in force, and maintain insurance as follows:

Comprehensive or General Liability Insurance with a limit of One Million Dollars (\$1,000,000), and Three Million Dollars (\$3,000,000) in aggregate, per occurrence.

F. This AGREEMENT may at any time be altered, changed or amended by mutual agreement of the parties in writing.

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

H. Upon full execution of the agreement, any written notice given under this agreement shall be sent by registered mail to the following: CSUDH, 1000 E. Victoria Street, WH B-485, Carson, CA 90747, Procurement & Contracts Department, Attn: Emmit Williams, Assistant VP University Contracts.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be effective 6/18/12. By executing the Agreement, the parties hereto accept and agree to all of the stipulations set forth herein and agree that he/she is authorized to sign this Agreement on behalf of the parties.

Signature page to follow.

**CALIFORNIA STATE UNIVERSITY,
DOMINGUEZ HILLS:**

Emmit L. Williams
Assistant VP University Contracts

Date: _____

CSU Dominguez Hills
Procurement & Contracts Dept., WH B-485
1000 East Victoria Street
Carson, CA 90747

FACILITY:

Peter J. Hardash *PJH*
Vice Chancellor, Business Operations/Fiscal Services

Date: _____

Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
714-480-7340

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Pharmacy Technology Agreement Renewal – Walgreens Pharmacy Experiential Learning Program	
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 an agreement renewal.

ANALYSIS

This clinical affiliation agreement renewal 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 for five (5) years or until terminated by either party. The agreement has been reviewed by Dean Simon 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 Walgreens Pharmacy Experiential Learning Program.

Fiscal Impact:	None	Board Date: June 18, 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	

Walgreens Pharmacy Experiential Learning Program

This Agreement entered into this 19th day of June, 2012, by and between the Rancho Santiago Community College District (hereinafter referred to as "RSCCD") and Walgreen Co. (hereinafter referred to as "Walgreens").

WITNESSETH:

WHEREAS, the parties to this Agreement understand that the training at Walgreens and the opportunity to obtain practical pharmacy experience is for the benefit of the students; the students will work under close personal supervision and are not displacing regular employees; Walgreens is receiving no immediate advantage from the training and, occasionally, Walgreens' operation may be less efficient; the students' training with Walgreens will end upon the conclusion of their participation in the externship program; the students are not entitled to a job at the conclusion of the training period; and all parties, including RSCCD, Walgreens, and the students, understand that the students and faculty are not employees for any purpose and are not entitled to wages and/or benefits for the time spent in training.

WHEREAS, RSCCD and Walgreens agree that there shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner, which will tend to maximize the mutual benefits provided to RSCCD and Walgreens.

WHEREAS, RSCCD and Walgreens acknowledge an obligation to contribute to the education of students in the community; and

WHEREAS, it is to the benefit of both parties that students have practical training opportunities as future practitioners in an environment of quality healthcare; and

WHEREAS, it is a fundamental responsibility of both RSCCD and Walgreens to maintain a cooperative relationship with a mutual obligation of enriching education and providing quality patient service; and

WHEREAS, both parties desire to reach an agreement for their separate and mutual responsibility:

THEREFORE, in consideration of their mutual interest, the parties hereby agree:

1. RSCCD will:
 - a. Be primarily responsible for the students' learning experiences and provide faculty sufficient to effectively implement the Pharmacy Experiential Learning Program.
 - b. Provide the students with objective guidelines and a telephone number to the supervisors and preceptors working with the Pharmacy Experiential Learning Program.

- c. Ensure that its faculty members and students become familiar with and adhere to Walgreens' standards, procedures, and code of ethics prior to the beginning of their practical assignment.
- d. Agree to provide preparatory instruction to each student, in accordance with standards mutually agreeable to the parties, and to present for practical experience at Walgreens only those students who have satisfactorily completed the preparatory instructional program.
- e. Instruct all of its students assigned to Walgreens with regard to compliance with all of its rules, regulations, policies, and procedures, including but not limited to those relating to the confidentiality of patient records and information and to the responsibility and authority of Walgreens personnel over patient care and administration. RSCCD shall instruct all of its students that proper attire must be worn at all times in the Pharmacy.
- f. Furnish Walgreens with a schedule of dates and hours for practical experience, as well as a list of names and telephone numbers of participating students and faculty.
- g. Meet with designated Walgreens personnel for discussions and evaluation of the Pharmacy Experiential Learning Program.
- h. Ensure that both faculty and students are covered by liability insurance through RSCCD as further described in paragraph 4 herein.

2. Walgreens will:

- a. Maintain the standards, which make it eligible for approval as a practical environment for student instruction.
- b. Permit faculty and students to use its patient care facilities for student learning experiences.
- c. Assume responsibility for the management of the student activities. Students will not replace staff or give service apart from its educational value.
- d. Assist in orienting the faculty and students and providing them with a thorough understanding of the practice field.
- e. Meet with designated faculty members of the Pharmacy Experiential Learning Program as necessary to discuss and evaluate the student program.
- f. Provide access to medical records for educational use, subject to Walgreens' rules regarding patients' privacy, and provide appropriate reference materials and procedures to students.
- g. If, in the sole discretion of Walgreens, a student or faculty member is detrimental or disruptive to its operation, Walgreens may deny the student or faculty member access to its facilities.

3. Faculty and students who become injured or ill while at Walgreens shall not be employees for the purposes of workers' compensation benefits, disability, or any similar payments for such injuries.

4. RSCCD agrees to hold harmless and indemnify Walgreens against any liability, claims, damages, lawsuits, including all costs and expenses incurred in defending any claim which may arise as a result of any actions or inactions of the faculty and/or students in this program.


RSCCD agrees to obtain and maintain during the term of this Agreement a general liability policy covering said students and faculty. A certificate of insurance in the amount of \$1,000,000 from the insurance carrier shall be provided to Walgreens upon request.

5. Walgreens agrees to hold harmless and indemnify RSCCD against any liability, claims, damages, lawsuits, including all cost and expenses incurred in defending any claim which may arise as a result of any action or inaction of Walgreens or its employees or agents. Walgreens agrees to obtain and maintain during the term of this Agreement a general liability policy covering Walgreens.

6. The parties agree that there will be no discrimination based on race, religion, creed, sex, disability, age, or national origin, in any of their policies, practices, or procedures.

7. This Agreement may be amended with the mutual consent of both parties.

8. This agreement shall be effective as of June 19, 2012, and shall continue thereafter for five (5) years or until terminated by either party upon thirty (30) days' written notice of termination.

 **Rancho Santiago Community College District**

Walgreen Co. Representative Signature

Catherine Palin
Print Name

Divisional Vice President: HR Shared Services
Title

Walgreens District Representative Name

Walgreens District Representative Title

Walgreens District Number

Date

Program Representative Signature

Peter J. Hardash
Print Name

Vice Chancellor
Business Operations & Fiscal Services

Title
Santa Ana College
Pharmacy Technology, H-210
1530 West 17th Street

Program Address

Santa Ana, CA 92706-3398
Program City/State/Zip

(714) 564-6800
(714) 564-6158 FAX

Program Phone Number

Date

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Pharmacy Technology Agreement Renewal – Healthsouth Corporation	
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 an agreement renewal.

ANALYSIS

This clinical affiliation agreement renewal 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 for five (5) years or until terminated by either party. The agreement has been reviewed by Dean Simon 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 Healthsouth Corporation in Birmingham, Alabama.

Fiscal Impact:	None	Board Date: June 18, 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	

HEALTHSOUTH.

CLINICAL AFFILIATION AGREEMENT

AGREEMENT, made and entered into this 28th day of May, 2012 by and between Santa Ana College ("School") and HealthSouth Corporation, as agent for its affiliates and subsidiaries, which own and operate rehabilitation hospitals on a nationwide basis ("HealthSouth").

RECITALS

WHEREAS, HealthSouth owns and operates a national network of rehabilitation hospitals and other healthcare facilities in various locations throughout the United States;

WHEREAS, the School offers its students a degree or certification program in the field of nursing, therapy, pharmacy or other clinical care and treatment;

WHEREAS, as part of such degree or certification program, the School desires for its students to have the ability to participate in clinical rotations in patient-care settings in HealthSouth hospitals; and

WHEREAS, both parties agree that it is to their mutual advantage for selected students of the School (the "Students") to receive clinical education experiences at a HealthSouth hospital.

WITNESSETH

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HealthSouth and School do hereby agree as follows:

1. **Affiliation Procedure.** The HealthSouth hospital at which a Student performs his or her clinical rotation is referred to as the "Hospital." The clinical education program at a Hospital is referred to as the "Program." The Clinical Affiliations Coordinator in the Human Resources Department at HealthSouth's corporate office, located at 3660 Grandview Parkway, Suite 200, Birmingham, Alabama 35243, will act as a liaison between the School and Hospital regarding each Hospital's duties under this Agreement. If the School desires to place a Student at a Hospital to participate in a Program, the School may contact the Hospital directly or call the Clinical Affiliations Coordinator at (205) 969-4725 to obtain a Hospital's contact information. The School shall communicate directly with a Hospital to arrange the details of the Program for each Student. This Agreement includes degree programs/disciplines at School and will allow Students to participate in clinical rotations in the following areas: Pharmacy Technology. Notwithstanding the foregoing, a Hospital is not obligated to accept any Student; therefore, in the event a particular Hospital is unable to accept any particular Student, Schools are encouraged to contact another Hospital or the Clinical Affiliations Coordinator for assistance in locating another Hospital. The parties understand and agree that the Programs are not exclusive and the School may place Students in hospitals owned and operated by other entities, and Hospitals may accept students from other educational institutions.

2. **Mutual Responsibilities.** (a) The schedule, content, objectives and goals of the Program will be arranged in cooperation between the President of the School or his/her designee and the Chief Executive Officer of the Hospital or his/her designee. The parties shall mutually agree on the number of Students and the length of time each Student shall spend participating in the Program at the Hospital.

(b) The School and the Hospital acknowledge and agree that HealthSouth and Hospital rules and regulations apply to Students. The rules and regulations of HealthSouth and the Hospital, including, but not limited to, HealthSouth's Drug and Alcohol Policy, shall be provided to the School by each Hospital. Notwithstanding the foregoing, no Student or employee of the School shall be considered an employee of HealthSouth or the Hospital at any time during the term of this Agreement.

(c) The School and the Hospital retain the privilege to exchange and review materials relevant to the Student's clinical education, and will comply with the Family Educational Rights and Privacy Act (FERPA) and applicable state law. Information from the Student's educational records will not be disclosed without the express written consent of the Student.

3. **School Responsibilities.** (a) The School shall ensure that the Students are assigned appropriately by evaluating Student competence and knowledge prior to the clinical experience. Only those Students who have satisfactorily completed the prerequisite portion of their curriculum will be selected for participation in the Program at the Hospital. Prior to the Students' clinical experience, the School shall provide the Hospital written verification that each Student is competent to perform basic emergency procedures, such as Cardio-Pulmonary Resuscitation. The School will retain ultimate responsibility for the education of its students.

(b) Faculty provided by the School, if any, shall be duly licensed, certified or otherwise qualified to participate in the Program. The School will provide proof of licensure, certification or other qualifications to Hospital upon request.

(c) The School shall select Students without regard to race, creed, sex, national origin, age, handicap or other prohibited basis. The School will assess or verify a Student's health prior to the clinical experience and require that each Student pass a medical examination acceptable to the Hospital prior to his or her participation in the Program, and at such times during his or her participation in the Program as required by law. Prior to the Students' clinical experience, the School shall provide written verification to the Hospital that each Student participating in the Program is free of communicable diseases, such as tuberculosis.

(d) The School shall (or require that each Student to) carry appropriate professional liability insurance for each student of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide proof of such coverage to the Hospital. The School and HealthSouth agree that such insurance policies maintained by the School or Student: (i) shall be primary and that any insurance maintained by HealthSouth shall be non-contributing; (ii) must cover any claims made against the School, Hospital and HealthSouth relating to this Agreement; and (iii) shall be in full force and effect for a period of three (3) years after termination or expiration of the Student's clinical rotation at the Hospital. The School shall use its best efforts to have Hospital, HealthSouth Corporation, its subsidiaries and affiliates, and their officers, directors, employees and agents named as additional insureds. The School agrees that such insurance maintained by the School or Student may not be cancelled or materially changed without at least a thirty (30) day written notice to the Hospital.

(e) The School agrees that and shall inform Students that it is the Students' responsibility for arranging their: (i) transportation needed to fulfill their responsibilities at the Hospital; (ii) room and board during their participation in the Program; and (iii) arrival and departure dates with the Hospital.

(f) The School shall advise the Student that he/she will be required to sign a Statement of Confidentiality in the form attached hereto as Exhibit A.

(g) The School shall advise the Student that he/she will be required to sign an Acknowledgement Form regarding HealthSouth's Drug and Alcohol Policy in the form attached hereto as Exhibit B.

(h) The School shall advise the Student that he/she will be required to sign a Release Statement Certification regarding certain investigative background checks in the form attached hereto as Exhibit C.

(i) The School shall advise the Student that he/she will be required to sign a Health Insurance Portability and Accountability Act (HIPAA) Student Training Documentation form regarding the confidentiality and privacy of patient protected health information in the form attached hereto as Exhibit D.

4. Hospital Responsibilities. (a) The Hospital shall provide all reasonable information requested by the School on a Student's work performance, and notify the School as soon as practical in advance of a clinical assignment or of any change in the Hospital's ability to take Students. The Hospital, in cooperation with the School, shall inform each Student of all relevant schedules, rules, and regulations of the Hospital, including HealthSouth's Drug and Alcohol Policy, and professional standards of practice. The Hospital shall provide each Student with a work schedule similar to that of a clinician. The Hospital shall complete and return all Student evaluations according to any reasonable schedule provided by the School.

(b) HealthSouth shall carry appropriate professional liability insurance on its employees, but not any Students or faculty provided by the School, in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide written evidence to the School upon reasonable request.

(c) The Hospital may provide to the Students, to the extent possible, first aid for injuries including, but not limited to, needle sticks. However, the Hospital assumes no responsibility, financial or otherwise, beyond the initial first aid, and treatment and the payment for such treatment shall be the responsibility of the individual Student.

(d) The Hospital shall provide clinical instruction to the Students and supervise the Students' clinical experience.

(e) The Hospital is responsible for assuring that the healthcare and rehabilitation services received by its patients are performed in a competent, efficient and satisfactory manner. Therefore, the Hospital has the right to perform criminal background screening and drug and alcohol tests on Students prior to the Students' participating in the Program and randomly during their participation in the Program, regardless of whether the Hospital has reasonable suspicion of drug and/or alcohol usage by the Students.

5. **Student Withdrawal.** A Student may be withdrawn from the Program at any time by the School or the Hospital for any of the following documented reasons:

(a) Unprofessional or unethical behavior exhibited by the Student.

(b) Failure by the Student to meet any necessary academic requirements.

(c) Personal good cause including, but not limited to, medical emergencies.

(d) Arrest for a felony or crime involving moral turpitude or theft.

(e) Use of alcohol, drugs or other toxic or foreign agents which tend, in the Hospital's reasonable judgment, to limit or adversely affect the Student's duties and responsibilities.

(f) Refusal to take a drug and alcohol test, or if a test proves positive for a measurable quantity of intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substance, or any other violation of HealthSouth's Drug and Alcohol Policy.

6. **Confidential Information.** The School shall not disclose the terms of this Agreement to any person who is not a Student or a party to this Agreement, except as required by law or as authorized by HealthSouth. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide HealthSouth with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School. The School shall inform Students that they must maintain as confidential all HealthSouth information, including data and all patient records. Students should not copy or remove any HealthSouth materials or patient information from the premises. Students doing case studies must have a signed patient release form on the patient's chart. Each Student shall at all times abide by and adhere to all policies and procedures of HealthSouth with respect to the protection of individually identifiable health information or any requirements as may be applicable to the Students or the School in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or the regulations promulgated relative thereto.

7. **Use and Protection of Intellectual Property.** HealthSouth retains all rights and interests in its name and logo and all related intellectual property, including programs and educational materials (collectively "Intellectual Property"). The School shall inform Students that all intellectual property Students create while at HealthSouth, through work, study or research and development activities, will be the property of HealthSouth. The School shall cause its Students to irrevocably transfer all of the Student's rights, title and interest in and to the intellectual property to HealthSouth if necessary. The School agrees to sign and give to HealthSouth any agreements, assurances, undertakings, acknowledgements or other documents we may reasonably require relating to the intellectual property during the Program or afterwards.

8. **Term.** The term of this Agreement shall be three years, commencing on July 1, 2012, and shall continue in effect for a period of three (3) years (the "Term"), unless earlier terminated: (i) by the parties upon mutual written consent; or (ii) by either party, with or without cause, upon at least ninety (90) days' prior written notice to the other. Students participating in a Program at the time of notice of termination shall be given the opportunity to complete their clinical rotation at the Hospital, with such completion not to exceed three (3) months. This Agreement does not automatically renew and will expire at the end of the Term. The parties agree in good faith to negotiate a new Agreement prior to the end of the Term should it be mutually desirable to continue the relationship.

9. **Notice.** All notices hereunder by either party to the other shall be in writing, delivered personally or by overnight courier and shall be deemed to have been duly given when delivered personally or one day after delivered to the overnight courier, charges prepaid and properly addressed to the respective parties at the addresses shown following each party's signature to this Agreement.

10. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. Notwithstanding the above, the parties expressly incorporate any requirement of federal, state or local law required to make this Agreement valid and enforceable.

11. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their respective successors and assigns, and no Student or other party shall have any right under or by virtue of this Agreement.

12. **Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provisions of the 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.

13. **Consents and Approvals.** If any Student enters in a Hospital under the terms hereof, all consents and approvals required by the School shall be conclusively presumed to have been obtained and this Agreement shall be binding and enforceable against School.

14. **Authority.** The parties understand that HealthSouth is executing this Agreement solely as agent for its affiliates and subsidiaries which own or operate the hospitals providing clinical education experiences, each of which shall be considered the "Hospital" hereunder. Accordingly, this Agreement shall be deemed to be directly between the

School and each Hospital providing the clinical education experiences for the School's Students. HealthSouth represents and warrants to School that it has the power and authority to execute this Agreement as agent for each Hospital.

15. **Entire Agreement.** This Agreement contains the entire agreement of the parties in connection with the subject matter hereof, and supersedes any and all prior and contemporaneous agreements between the parties, whether written or oral.

16. **Modifications.** This Agreement may not be changed orally, but may only be changed by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

PHK

SCHOOL: RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

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

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

HEALTHSOUTH CORPORATION:

By: _____

Cheryl B. Levy
Chief Human Resources Officer
Corporate Human Resources Department
3660 Grandview Parkway, Suite 200
Birmingham, Alabama 35243

HEALTHSOUTH.

EXHIBIT A

STATEMENT OF CONFIDENTIALITY

As a participant in clinical rotations at the Hospital, I hereby acknowledge my responsibility to keep all patient and business information of the Hospital and HealthSouth confidential, in accordance with federal and state laws and regulations and the Agreement made by and between the Hospital and School. Furthermore, I agree, under penalty of law, not to disclose: (i) specific information regarding any patient to any person or persons, except to authorized clinical staff and associated personnel as necessary to perform my clinical rotation duties; and (ii) any confidential business information of the Hospital and HealthSouth to any third party. This Statement of Confidentiality shall continue in effect after my clinical rotation at the Hospital has expired or terminated.

Dated this _____ day of _____, 20__.

Name of Student (Print)

Signature of Student

HEALTHSOUTH.

EXHIBIT B

DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT FORM (CONFIDENTIAL)

By signing below, I hereby acknowledge that I have received a copy of HealthSouth's Drug and Alcohol Policy and agree that I will read the policy.

I understand that situations may occur in which I will be required to take a drug or alcohol test or submit to a search of my person or possessions in accordance with Hospital policy. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a drug or alcohol test; (ii) by refusing to allow a search; (iii) if a drug or alcohol test proves positive; or (iv) if a search discloses possession of a prohibited item, such as a weapon.

I further understand if I am involved in a work-related accident, I may be required to submit to a blood or urine test. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a blood or urine test; or (ii) if such blood or urine test proves positive.

I also understand that upon my request I will be provided a list of all drugs / substances for which tests will be conducted.

I further understand that adherence to HealthSouth's Drug and Alcohol Policy is a condition of clinical rotation for all students and hereby consent to and accept such policy as a condition of my rotation.

Student Signature

Date

Student Printed Name



EXHIBIT C
RELEASE STATEMENT CERTIFICATION

I hereby authorize HealthSouth Corporation and/or its agents to make an independent investigation of my background for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualification for employment or participation in a clinical rotation within a Healthsouth hospital, and to conduct pre-employment or other employment related inquiries after I am hired or selected to participate in a clinical rotation at a Healthsouth Hospital (to the extent allowed by law). This investigation may access records maintained by both public and private organizations. Information requested may include, but is not limited to:

- Professional and personal references
Motor vehicle records
Criminal and police records
Public records
Education
Professional credentials
Past and current employment
Urine or blood tests to determine drug or alcohol use.

I authorize any individuals or entities contacted during this investigation to give you any and all pertinent information they may have, personal or otherwise, and release all parties from any and all liabilities, claims or law suits in regard to the information obtained.

I understand that the complete and final results of HealthSouth's investigation of my background may not be available to HealthSouth before employment, if any, with the Company commences. I also understand that the results of HealthSouth's investigation into my background may affect my employability, continuing employability or eligibility to participate in a clinical rotation within a Healthsouth hospital.

The following is my true and complete legal name and all information is true and correct to the best of my knowledge.

Signed: _____ Date: _____
(Applicant)

PLEASE PRINT THE FOLLOWING INFORMATION. FILL IN ALL BLANKS COMPLETELY:

Last Name: _____ First Name: _____ Middle Name: _____

Other names you have used in the past 5 years. (Maiden name, nickname, alias, etc.): _____

Present Address: _____

Previous: _____

Provide the following information on places you have worked or lived during the past five years:

Table with 8 columns: City, State, From: Month/Year, To: Month/Year, City, State, From: Month/Year, To: Month/Year. Two rows for data entry.

Driver's License #: _____ State of License: _____ * Date of Birth: _____

Social Security Number: _____ Position Applying For: _____

If an investigative consumer report is pulled on me for employment purposes, I wish to receive a copy of the report from TransUnion Birmingham Division.

Date of birth is used only for purposes of record identification when requesting the above mentioned reports.

FOR FACILITY USE ONLY

The following information must be completed by the Hospital in order to process this request. Please PRINT clearly

Hospital Name: _____ Phone Number: _____
Hospital Number: _____ Secured Fax Number: _____
Requested By: _____ E-mail address: _____
Job Title: _____
(Must be Supervisor or above)

Criminal (Required for affiliation students on site for longer than two weeks.) Result: _____ Date: _____ Source: _____
Hospital Use ONLY: Fax form to: 205-802-7896 To obtain results call: 1-800-417-4669 or check your e-mail address.

HEALTHSOUTH®

EXHIBIT D HIPAA Student Training / Orientation

Confidentiality and Privacy mean that the patients have the right to control who will see their protected health information. With the enactment of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a patient's right to have his/her health information kept private, secure and confidential became more than just an ethical obligation of healthcare providers: it became a federal law.

Protected Health Information (PHI) includes patient identity, address, age, social security number and any other personal information that patients are asked to provide. In addition, protected health information includes why a person is sick or in the Hospital, what treatments and medications he/she may receive, and other observations about his/her condition or past health conditions.

Healthcare providers use information about patients to determine what services they should receive. Ask yourself before looking at any protected health information:

- Do I need this in order to perform my clinical rotation duties and provide quality care?
- What is the least amount of information I need to perform my clinical rotation duties?

Depending on your task, if you do not need to know confidential patient information, then you should not have access to it.

Ways to protect a patient's privacy include:

- Keep discussions about patient care private if reasonably possible by closing doors, pulling curtains and conducting discussions so that others cannot overhear.
- Keep medical records locked and out of public areas.
- If you find that you are overhearing someone else discuss patient information, let them know they can be overheard, and politely remind the individual of the Hospital's privacy policies.
- Do not release any patient information, unless your supervisor has obtained a written authorization from the patient.
- Do not leave messages on answering machines regarding a patient's condition or test results.
- If you should need to copy medical records to complete an assignment, ask your supervisor for permission before making copies. Redact the patient's personal identifiers (i.e. name, date of birth, address, medical record number, insurance information and social security number, if captured) prior to taking the record out of the hospital. Return all copies to the hospital and shred.
- If there are persistent problems regarding breaches of confidentiality or you have any questions, notify or contact your clinical rotation supervisor at the Hospital.

As a student participating in a clinical rotation at the Hospital, I recognize the patients' right to privacy and agree to abide by the Patient's Bill of Rights as posted within the Hospital.

Additionally, I agree that information relating to a patient's physical and/or emotional status will not be released or discussed except as needed for the care of that patient.

I also understand that breaking HIPAA's rules and regulations can mean either a civil or criminal sanction (penalty).

My signature below indicates that I have read and understood the above information, and will abide by the policies and procedures of the Hospital.

Date

Student Signature

Student Name

Employee Signature

Employee Name

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

To: Board of Trustees	Date: June 18, 2012
Re: Approval of OTA Agreement Renewal – Hallmark Rehabilitation GP, LLC	
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 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 Hallmark Rehabilitation GP, LLC in Foothill Ranch, California.

Fiscal Impact:	None	Board Date: June 18, 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	

STUDENT AFFILIATION AGREEMENT

This Student Affiliation Agreement (this "Agreement"), dated May 4, 2012, is by and between Rancho Santiago Community College District on behalf of Santa Ana College, whose principal place of business is located at 1530 W. 17th Street, Santa Ana CA (the "School"), and Hallmark Rehabilitation GP, LLC, whose principal place of business is located at 27442 Portola Parkway, Suite 200, Foothill Ranch, CA, 92610 ("Hallmark").

RECITALS

WHEREAS, the School has academic programs dedicated to educating students in rehabilitation therapy-related healthcare disciplines, and seeks to provide students in those programs with a field education experience through participation in an internship;

WHEREAS, Hallmark is a contract provider of rehabilitation therapy services and employs licensed therapists and other health care personnel (collectively, "Therapists") to provide such services in nursing and rehabilitation centers; and

WHEREAS, the School and Hallmark desire to foster the education of students in the healthcare disciplines in which Hallmark provides services, including physical therapy, occupational therapy and speech/language therapy, by cooperating to provide students with appropriate internship experiences to supplement their academic studies.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the School and Hallmark enter into this Agreement on the terms and conditions set forth below.

AGREEMENT

1. SCHOOL RIGHTS AND RESPONSIBILITIES

1.1 The School shall be responsible for establishing and overseeing its rehabilitation therapy-related internship program (the "Program").

1.2 The School shall appoint a member of its faculty or another authorized School employee (the "Fieldwork Coordinator") to serve as the primary liaison between the School and Hallmark with respect to Hallmark's participation in the Program. The School may change its Program Director from time to time during the term of this Agreement and shall provide Hallmark with prompt notice of any such changes.

1.3 The School shall be responsible for evaluating and selecting students who are eligible to participate in the Program based on meeting the School's requirements, and to thereupon to assign eligible students to Hallmark based on the number of placements available for students as conveyed by Hallmark to the School from time to time (subject to mutual agreement by the School). Such students so assigned to Hallmark are referred to herein as the "Students." If Hallmark objects to the placement (or continued participation) of any particular Student for any reason, the School and Hallmark will cooperate in good faith to resolve Hallmark's objection to the satisfaction of both parties.

1.4 The School shall establish and maintain ongoing communication regarding the Program with the Internship Coordinator (as defined below) and, as necessary, the applicable Field Supervisors (as defined below).

1.5 The School shall cause the Program Director to notify the Internship Coordinator of the School's assignment of Students to intern with Hallmark, including the names of the assigned Students, their level of academic preparation, and the proposed dates during which the particular assigned Students are to intern with Hallmark.

1.6 The School shall confirm that each Student obtains and maintains adequate health insurance coverage throughout the period that such Student is interning with Hallmark, and to provide evidence of such coverage to Hallmark upon Hallmark's request.

1.7 The School shall provide the Students with appropriate training regarding exposure to blood borne pathogens.

1.8 The School shall ensure that each Student has, at all times during which the Student is interning with Hallmark, professional liability insurance coverage providing for single limit coverage of not less than two hundred fifty thousand dollars (\$250,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate. The School shall cause the applicable Students to provide evidence of such insurance coverage to Hallmark upon request. Hallmark shall have no financial or other responsibility to provide such insurance to the Students.

1.9 The School shall direct the Students to comply with the rules, regulations, policies and procedures of Hallmark applicable to its Therapists and similar personnel (as well as the rules, regulations, policies and procedures of the applicable nursing and rehabilitation centers at which the Students are located during their internship with Hallmark), and with all reasonable directions given by Hallmark personnel who are assigned to supervise the Students during their internship. While the applicable Field Supervisor will have responsibility to supervise his or her assigned Student(s) while they are on-site, the School shall use commercially reasonable efforts to provide overall supervision of the Students during their participation in the Program. The School shall reinforce with Students: (i) the seriousness of the duties being performed by the Students during their internship, including the Students' impact on patients' well-being and the importance of punctuality and professionalism in connection with their participation in the Program; (ii) the importance of abiding by applicable laws and the policies and procedures of both Hallmark and the nursing or rehabilitation center where the Students' will be working during their internships; and (iii) the confidentiality of health and other personal information of patients.

1.10 The School shall promptly inform Hallmark in the event that a Student withdraws from the Program or otherwise is unable to complete the Program.

1.11 The School shall use commercially reasonable efforts to ensure that all Students have: (i) current measles, mumps, rubella, varicella and tetanus/diphtheria immunizations; (ii) annual tuberculin clearances of either a negative PPD reading or, if there has been a positive PPD in the past, a chest x-ray within normal limits; (iii) a Hepatitis B Series or a signed waiver declining immunization; and (iv) current CPR certification.

2. HALLMARK RIGHTS AND RESPONSIBILITIES

2.1 Hallmark shall cooperate with the School to participate in the Program in a manner that facilitates accomplishing the Program's goals. Hallmark shall determine (in its sole discretion) its capacity to accept Students for internships from time to time, including the particular number (if any) of Students that Hallmark is able to accept at any particular location at any particular time in conjunction with the Program, and to communicate the same to the Program Director. Hallmark does not represent or warrant that any particular number of Students (if any) will be able to be accepted by Hallmark at any particular time or in any particular location. Hallmark may object to the placement (or continued participation) of any particular Student, and in such event the School and Hallmark will cooperate in good faith to resolve Hallmark's objection to the satisfaction of both parties. Hallmark may from time to time require, as a condition to any particular Student's assignment to or continued participation in the Program, that such Student submit to a criminal background check and/or a drug test to screen for illegal substances. Hallmark may refuse the placement of, or the continued participation of, any Student who fails to comply with Hallmark's or the nursing or rehabilitation center's applicable policies and procedures, who Hallmark believes could put its patients, employees and/or visitors at risk, who is deemed by Hallmark in its good faith discretion to be unsuitable for participation in the Program with Hallmark as a result of the results of the aforementioned criminal background check and/or drug test, or who would be barred from

employment by Hallmark or a healthcare facility under applicable law or under the Medicare or Medicaid programs (or is otherwise excluded from participation in those programs).

2.2 Hallmark shall appoint a representative to serve as the primary liaison between the School and Hallmark with respect to the Program (the "Internship Coordinator"), as well provide one or more qualified Therapists to serve as the primary on-site supervisor(s) of each Student who interns with Hallmark (collectively, the "Field Supervisors"). The Internship Coordinator shall notify the Program Director of the name of the Field Supervisor assigned to each applicable Student participating in the Program as soon as practicable following Hallmark's acceptance of the assigned Student. The Internship Coordinator shall notify the Program Director of any change in assigned Field Supervisors as soon as practicable in conjunction with any such change. The Field Supervisor assigned to an applicable Student (or other qualified Hallmark personnel) will supervise the assigned Student(s) while the Student(s) are present at the nursing or rehabilitation center where the Student is interning with Hallmark. A Field Supervisor's responsibilities include the following:

- Orient the Student to Hallmark and to the nursing or rehabilitation center where the Student is participating in the Program, as well as to their applicable policies and procedures;
 - Monitor the Student's attendance and participation, and meet with the Student at regular intervals;
 - Submit evaluations of the Student's activities as contemplated by the Program;
- and
- Any other responsibilities mutually agreed upon by the parties.

In the event an assigned Field Supervisor is or becomes unacceptable to the School and the School notifies the Internship Coordinator of the same in writing, Hallmark will cooperate in good faith to resolve the School's concerns and, if such resolution does not occur within one week following the School's notification, Hallmark shall promptly replace that Field Supervisor with another Field Supervisor if other Hallmark personnel is available at the same location and is capable of adequately filling the role of Field Supervisor.

2.3 Subject to the foregoing, the nursing and other facilities where Hallmark may host Students who Hallmark accepts to participate in the Program at any of the facilities listed on Schedule A hereto. Schedule A may be modified from time to time upon the mutual consent of the Program Director and the Internship Coordinator. The Internship Director and the Program Coordinator shall cooperate in good faith on determining which Students will be assigned to participate in the Program at which facilities.

2.4 Hallmark shall advise the School of any changes in its operation or policies that may materially affect Students' field experiences or the Program.

2.5 Hallmark shall only assign Hallmark personnel to supervise Students in conjunction with the Program if Hallmark deems in its reasonable judgment that such personnel are competent to provide such supervision.

2.6 Hallmark shall permit access by Students to Hallmark patients and records as reasonably required to support the Students' clinical development within the Program and as permitted by applicable law, in each case as determined in Hallmark's sole discretion. Hallmark may refuse access to any Student who does not meet, in Hallmark's sole discretion, its standards for safety, health or proper conduct or who fails to comply with Hallmark's rules, requirements, policies and procedures or applicable law.

2.7 Hallmark shall comply with all federal, state, and local laws and ordinances concerning human subject research if Students participate in a research program as part of a research team.

2.8 Clinical supervision of each Student assigned to Hallmark shall be provided by a properly licensed physical therapist (or occupational therapist or speech/language therapist, as the case may be) or a properly licensed physical therapist assistant (or occupational therapist assistant or speech/language

therapist assistant, as the case may be) in accordance with all laws and regulations applicable in the Hallmark facility setting. Such clinical supervision may be provided by the Field Supervisor assigned to the applicable Student or another properly licensed Hallmark representative, as permitted by law. Hallmark shall retain ultimate responsibility for the provision of all services provided to patients.

2.9 Hallmark shall retain final authority for all aspects of operations and management of Hallmark.

3. GENERAL PROVISIONS

3.1 Non-discrimination. The parties shall make no distinction or discriminate in any way among Students covered by this Agreement on the basis of race, color, sex, creed, age, handicap, national origin or any other basis prohibited by applicable law.

3.2 Students Not Employees. The parties hereto acknowledge that the Students are participating in the Program as unpaid interns and solely to obtain field experience as part of their academic program at the School, and as such the parties hereto hereby acknowledge and agree that the Students are not, and shall not for any purposes considered to be, employees or agents of the School, Hallmark or the nursing or rehabilitation center(s) at which they participate in the Program for any purpose, including workers' compensation or employee benefit programs. Students shall not receive any remuneration for their services in connection with or their participation in the Program. Students shall be responsible for all of their personal expenses, including without limitation meals, travel and incidentals, in conjunction with their participation in the Program.

3.3 Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, professional liability insurance and comprehensive general liability insurance. The comprehensive general liability insurance shall have a minimum coverage of three hundred thousand dollars (\$300,000.00) per occurrence and five hundred thousand dollars (\$500,000.00) aggregate. The professional liability insurance shall carry single limit coverage of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Upon written request, a party hereto shall provide the other party with a certificate evidencing such coverage.

3.4 Indemnification. Each party agrees to indemnify and hold harmless the other from and against any and all claims, costs, actions, suits judgments, damages, liabilities, losses, or expenses including, without limitation, reasonable attorneys' fees and the reasonable fees of expert witnesses and other consultants), which arise or are asserted against or imposed upon or incurred by the party seeking indemnification as a consequence of any negligent or wrongful act or omission by the party from whom indemnification is sought or any of its employees, agents, or contractors. This provision shall survive termination of this Agreement. Nothing in this Agreement shall be construed to limit the indemnity or contribution rights that the parties may have under law. Notwithstanding anything in this Agreement to the contrary, neither party hereto shall be liable to the other party for incidental, consequential, special, exemplary or punitive damages, whether in contract or in tort, with respect to this Agreement and the transactions contemplated hereby.

3.5 Term. This Agreement shall be effective for a period of one (1) year beginning on the date of this Agreement. This Agreement will be automatically renewed annually unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term.

3.6 Termination. Notwithstanding anything herein to the contrary, this Agreement may be terminated by either party with or without cause upon ninety (90) days written notice to the other party; provided that Hallmark may suspend or terminate, at its sole discretion, immediately and without prior notice, any program or activity which poses a threat to the safety or security of patients, staff, employees, guests, visitors or invitees. If Hallmark becomes aware that it will cease providing rehabilitation therapy services at a nursing or rehabilitation center where Hallmark is hosting one or more Students as part of the Program, and the cessation will occur prior to the scheduled completion of the Program for any

Student being hosted by Hallmark at that center, then Hallmark will notify the School of the same as soon as practicable and Hallmark and the School will cooperate in good faith to seek a mutually satisfactory re-assignment of the affected Student(s) to another available Hallmark location (if any) to enable the Student(s) to complete the Program.

3.7 **Arbitration.** All controversies, claims and disputes arising in connection with this Agreement and the transactions contemplated hereby shall be settled by mutual consultation between the parties in good faith as promptly as practicable, but failing an amicable settlement shall be settled finally by binding arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") or if the AAA is not available, any nationally recognized arbitration service mutually acceptable to the parties. The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims or disputes. Such arbitration may only be commenced and conducted in the state in which the School is located. The costs and expenses of the arbitration, including without limitation, attorneys' fees, shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph, may be heard or tried only in the state and federal courts located in the state in which the School is located. Each of the parties hereto hereby waives any defense of lack of in personam jurisdiction of said courts and agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement.

3.8 **No Agency.** All parties acknowledge that each is an independent contractor to the other, and nothing contained herein shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties, and no party shall so hold itself out. No party hereto shall have the right to obligate or bind any other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.

3.9 **Assignment.** No party hereto shall have the right, directly or indirectly, to assign, transfer, convey or encumber any of its rights under this Agreement without the prior written consent of the other parties hereto, except in connection with the sale of all or substantially all of its business and, in Hallmark's case, the sale of all or substantially all of the contracts pursuant to which it provides services to the nursing or rehabilitation centers at which the Students are participating in the Program. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties.

3.10 **Governing Law.** This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the state of in which the School is located.

3.11 **Severability.** If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

3.12 **Notice.** All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth in the preamble to this Agreement, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express (or other nationally recognized overnight courier) to the address as given herein, or such addresses as may be designated from time to time during the term of this Agreement.

3.13 **Authority to Sign.** The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.

3.14 **No Third Party Beneficiaries.** This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.

3.15 **No Waiver.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.

3.16 **Entire Agreement.** This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by all parties hereto subsequent to the execution of this Agreement.

3.17 **Patient Privacy.** The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "**Federal Privacy Regulations**") and the federal security standards as contained in 45 CFR Part 164 (the "**Federal Security Regulations**"), in each case as amended. Each party will promptly report to the other any use or disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's protected health information which was previously disclosed to that party under this Agreement. Nothing in this Section shall require any party to waive the attorney-client, accountant-client, or any other applicable legal privilege.

3.18 **Compliance with Laws.** Hallmark and the School will perform the services contemplated by this Agreement at all times in compliance in all material respects with applicable law. The parties expressly acknowledge and agree that nothing contained in this Agreement shall require the School to refer any patients to Hallmark or the healthcare facilities that Hallmark serves.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties cause this Agreement to be executed effective on the day and year first set forth above.

8/10/12

SCHOOL: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

HALLMARK:

By: _____ **Date:** _____
Name:
Title:

SCHEDULE A

Facilities Where Students May Participate in the Program:*

1. LIST NAME AND CITY, STATE OF FACILITIES

* As provided in the accompanying Agreement, this list may be modified from time to time upon the mutual consent of the Program Director and the Internship Coordinator.

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

To: Board of Trustees	Date: June 18, 2012
Re: Approval of OTA Agreement Renewal – Loma Linda University 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 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 Loma Linda University Medical Center in Loma Linda, California.

Fiscal Impact: None	Board Date: June 18, 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	

AFFILIATION AGREEMENT

THIS AGREEMENT is entered into between **Loma Linda University Medical Center, Loma Linda University Children's Hospital, Loma Linda University East Campus Hospital, Loma Linda University Health Care, and Loma Linda University Behavioral Medicine Center** (hereinafter referred to collectively as "Facilities"), and **Rancho Santiago Community College District, on behalf of Santa Ana College** having its principal place of business at **2323 N. Broadway, Santa Ana, CA** (hereinafter referred to as "School"). Facilities and School may be referred to herein cumulatively as "The Parties."

RECITALS

WHEREAS, Facilities are licensed and accredited healthcare teaching facilities engaged in providing professional medical services to the community.

WHEREAS, Facilities are represented in the management of this Agreement, the consideration of students for training experience placement, and the processing and clearance of assigned students by the Manager of Academic Relations.

WHEREAS, School has established education programs as listed in Exhibit "A" which is attached hereto and incorporated herein by reference (hereinafter "Program") that require the School's students to receive special on-site, hands-on practical training;

WHEREAS, the Program depends upon education facilities where student(s) may obtain hands-on training experience required by the Program's curriculum in order to assure the students are prepared for their respective profession or career;

WHEREAS, Facilities have the education services and setting to assist the School's student(s) to fulfill specified and pre-determined education requirements of the Program;

WHEREAS, the Parties hereto wish to cooperate for the purpose of improving the educational experience and teaching of the School's student(s) enrolled in the Program in order to ultimately provide a continuity and supply of qualified personnel for the future that will benefit the Parties and the community;

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE I.
TERM OF AGREEMENT

A. Recitals. The foregoing Recitals are hereby incorporated by this reference as though fully set forth at length herein.

B. Term of Agreement. This Agreement will be effective from **May 1, 2012** and shall continue in effect until **May 1, 2017**; provided, however, that either Party may terminate this Agreement at any time upon giving the other Party thirty (30) days' written notice of its intention to terminate. Should notice of termination be given, students assigned to Facilities shall be permitted to complete their previously scheduled assignments then in progress at Facilities, subject to the business necessity of Facilities.

ARTICLE II.
RESPONSIBILITIES OF THE SCHOOL

A. Selection of Students. The School will select only student(s) for assignment to Facilities who have completed all academic requirements necessary to competently fulfill the education assignments and responsibilities involved in the applicable Program. Facilities shall, in their sole discretion, have the right to decline to accept any student(s) selected by the School.

B. Student List. The School will provide Facilities with the names of the student(s) selected to participate in the Program's training experience at Facilities. Information on the student's level of experience and competency, and such other educational data as may be required by Facilities for evaluation, should be made available to Facilities upon request. Such information, and student selection list, shall be provided to the Facilities no later than fourteen (14) business days prior to the arrival of the student(s) at Facilities.

C. Authorized Activities. The School shall prepare a description of the Program's training requirements, a list of the types of educational assignments and/or professional activities that the student(s) is authorized by School to perform during the Program's training experience at Facility(ies), and a written list of behaviorally stated learning objectives. The Program description, list of authorized activities, and learning objectives shall be referred to as the Program Plan, which is attached to this Agreement as Exhibit "B" and incorporated herein by reference.

D. Supervising Faculty Member. The School will designate a supervising faculty member to coordinate with a Facilities' designated department training coordinator. The supervising faculty member coordinating assignment of student(s) to Facilities will instruct each of the students in the responsibilities expected of them during their assignment at Facilities and will advise such student(s) of activities prohibited by School, by Facilities or by law. Each student(s) will be provided this information in writing and will be required to acknowledge, in writing, that he/she understands the same. The supervising faculty member and the Manager of Academic Relations shall together coordinate with the Facilities' department training coordinator to whom the student(s) is/are assigned about the clinical, training, or practicum schedule of each student participating at Facilities and shall confer with each other as needed while the student participates in their Program's education experience. In addition, the supervising faculty member, in concert with the Facilities' training coordinator, is responsible for counseling and/or advising student(s) as needed regarding the clinical, training, or practicum responsibilities during the period of assignment.

E. Evaluation Notification. School will provide the Facilities' training coordinator with an evaluation tool at the beginning of the Program's education experience for each student(s) assigned to Facility(ies). If an evaluation is requested, the Facilities' training coordinator will be notified thirty (30) days in advance of the date the evaluation is due to the supervising faculty member at School.

F. Student Conduct. The supervising faculty member will provide the Manager of Academic Relations and Facilities' training coordinator with a copy of the School's Student Information Booklet or Student Handbook upon request. Student(s) will be governed by the policies delineated in this Booklet or Handbook and by all relevant Facilities' policies and procedures. Furthermore, while at Facilities, student(s) are expected to conduct themselves in a professional manner. Student(s) attire, as well as their appearance, must conform to and abide by the accepted standards and policies of Facilities. Student(s) must wear their School ID, visible on their person(s) at all times while at Facilities during their training experience.

G. Student Health Certification. The School will require that its student(s) present medical documentation to Facilities' Manager of Academic Relations that they are immune from measles, mumps, rubella, varicella, have completed the Hepatitis B vaccination series, have had a negative TB/PPD skin test (or written chest x-ray physician

report) within the last 12 months, have received a one-time dose of Tdap (tetanus, diphtheria, pertussis) if have not received their tetanus booster within the last 2 years, have received a seasonal influenza vaccination (when and where commercially available) during influenza season from September through March, and have undergone a physical examination within the year immediately prior to beginning their program at Facilities. Moreover, the School shall also provide evidence of each student's ability to perform the essential functions of the training, education experience, practicum to which the student(s) is assigned. If a student does not meet the requirements of this paragraph he or she will not be permitted to commence or continue their program at Facilities.

H. Student Insurance. The School shall assume full responsibility for requiring each student to arrange for their own health insurance for injuries or illnesses suffered by student(s) when not provided by the School for the period of time the student(s) is at Facilities. It is understood and agreed that Facilities shall not be responsible for providing any type of insurance coverage, including worker's compensation coverage, for any and/or all student(s) who choose to participate in their Program's training experience at Facilities. If a student does not meet the requirements of this paragraph he or she will not be permitted to commence or continue their program at Facilities. MediCal coverage will not be accepted as health insurance coverage.

I. Insurance. The School shall at its sole cost and expense, provide coverage for its activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

1. **Professional Liability** coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
2. **General Liability** coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
3. **Workers' Compensation** coverage covering School's full liability as required under state law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this Section shall not in any way limit the liability of School. The School, upon the execution of this Agreement, shall furnish Facilities with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance

written notice to Facilities of any cancellation of the above coverage.

J. Indemnification. The School hereby agrees to defend, indemnify, and hold harmless Facilities from any liability or damages Facilities may suffer as a result of claims, demands, costs, or judgments against it resulting from the operation of the program(s) covered by this Agreement resulting from the negligence of the School, its employees, students, or authorized agents. Facilities agree to give the School notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby. School agrees to assume full responsibility for cost or replacement of equipment and/or property that is damaged due to negligence on the part of the School students or faculty.

K. Accreditation. School warrants that it is accredited and will maintain accreditation in good standing with the State agency of applicable jurisdiction over the School and/or the higher education accreditation association for the region where School is located.

L. Background Checks. Prior to the student(s) starting their training assignment at Facilities, the School will inform student(s) assigned to Facilities that student(s) shall provide a background check report to Facilities in accordance with applicable State caregiver background check law and Facilities policy. The results of the background check must contain clearance for at least the past 7 years, all names, all counties (San Bernardino County, California required), Social Security Number, Sex Offender Database, and Office of Inspector General (OIG/GSA). Any result with a FAIL grade must be reviewed for placement and/or continuation of training assignment at Facilities. If School wishes to place a student with a 'fail' grade, the background check report must be sent to the Facilities' Manager of Academic Relations for review with General Counsel, based on standard LLU criteria. The student may or may not be accepted for training.

ARTICLE III.

RESPONSIBILITIES OF FACILITIES

A. Number of Students. Facilities agree to accept qualified student(s) in both a minimum and maximum number as set forth in Exhibit "A" which is attached hereto and incorporated herein by reference, depending on student slot availability and with prior approval by hosting department and Facilities' Manager of Academic Relations and department training coordinator.

B. Facilities' Training Coordinator. Facilities will provide the School with the name and, if requested, the professional and academic credentials of the individual(s) who will serve as the Facilities' department training coordinator(s) of the Program's education experience.

C. Program Requirements. The Program Plan, which is a description of the Program's education requirements as defined by the School, is attached to this Agreement upon request as Exhibit "B" and incorporated herein by reference. Facilities agree to supervise the student(s) to assure that such requirements are followed and documented during the period the student(s) is assigned to Facilities. Facilities shall endeavor to provide education experiences and opportunities in accordance with the requirements of the Program as presented in the Program Plan. Facilities will also provide the facilities and supplies required by the student(s) to participate in the Program's education experience. In the event of a conflict between the terms of this Agreement and the terms of any appendix to this Agreement, the provisions of this Agreement shall prevail.

D. Program Schedule/Rotation. The training schedule or rotation for the student(s) will be mutually agreed upon by the School and Facilities to assure that the requirements of the School Program Plan will be met. Therapeutic, diagnostic or other procedures prohibited by applicable laws or statutes of the State of California are precluded.

E. Evaluation. At specified intervals and at the conclusion of each student's education experience, the Facilities' training coordinator will provide the supervising faculty member(s), if requested, with an evaluation of each student's performance utilizing the evaluation form issued by the School.

F. Student Status. Students assigned to Facilities shall not be considered as employees of Facilities. Facilities will not provide the student(s) with any salary or benefits during the Program's training experience at Facilities. Facilities will provide no financial reimbursement to School or to the student(s). Facilities shall not be responsible for any medical, travel, housing, meals or other expenses of the student(s). Student(s) shall have no right or claim against Facilities for any social security benefits, workers' compensation benefits, disability benefits, unemployment insurance benefits, health benefits, vacation pay, sick leave or any other employee type benefit of any kind. In addition, this Agreement is not a third-party beneficiary contract and confers no rights upon any student or employee of the Parties.

G. Student Withdrawal. Facilities will recommend to the School the withdrawal of a student from their training assignment at Facilities if the achievement, progress, adjustment or health of the student does not warrant a continuation at Facilities, or the behavior of the student fails to conform to the applicable rules, policies or procedures of Facilities. Facilities reserve the right, exercised in their sole discretion after consultation with the School, to discontinue a specific student(s) participation in their training assignment at Facilities and to exclude such student(s) from its premises in the event such student's conduct or health is deemed objectionable or detrimental for any reason. Any unacceptable conduct of the student(s) should be immediately reported to the supervising faculty member(s) and Manager of Academic Relations. Any corrective action or discipline taken by Facilities toward the student(s) will be governed by Facilities' policies and procedures. Since the student(s) is neither an employee nor a staff member, it is understood and agreed that the student(s) approval to obtain an education experience at Facilities shall not entitle the student(s) to any hearing or appeal process at Facilities other than as stated herein.

H. Insurance. Facilities shall at their sole cost and expense, each provide coverage for their activities in connection with this Agreement by maintaining in full force and effect programs of insurance and/or self-insurance as follows:

1. **Professional Liability** coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
2. **General Liability** coverage with limits of One Million Dollars (\$1,000,000) per occurrence and an aggregate of Three Million Dollars (\$3,000,000).
3. **Workers' Compensation** coverage covering Facilities' full liability as required Under state law.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the Parties, against other insurable risks relating to this Agreement.

It should be expressly understood, however, that the coverage required under this section shall not in any way limit the liability of Facilities. Facilities, upon the execution of this Agreement, shall furnish School with certificates evidencing compliance with these insurance requirements upon request. Certificates shall further provide for thirty (30) days advance written notice to School of any cancellation of the above coverage.

I. **Indemnification.** Facility(ies) hereby agree to defend, indemnify, and hold harmless School from any liability or damages School may suffer as a result of claims, demands, costs, or judgments against it resulting from the operation of the program(s) covered by this Agreement resulting from the respective negligence of the Facility(ies), their employees, students, or authorized agents. Facilities agree to give School notice in writing within thirty (30) days of any claim made against them on the obligations covered hereby.

ARTICLE IV.
GENERAL PROVISIONS

A. **Non-Discrimination.** The School and Facilities agree that neither will discriminate unlawfully against a beneficiary of services in the performance of this Agreement on the basis of gender, race, color, national origin, creed, religion, veteran's status or disability. The School understands that Facilities are religious nonprofit corporations operated as entities of the Seventh-day Adventist Church and hold various rights and exemptions as religion organizations under federal and state laws and the Religion Clauses of the federal and California Constitutions.

B. **Removal from Facilities' Education Experience.** Student(s) not complying with the academic requirements of the School or the requirements and policies of Facilities will be removed from the Program's education experience after notification of the supervising faculty member(s) and after discussion with the Facilities' training coordinator(s) and Manager of Academic Relations. Student(s) will be provided an opportunity for an informal appeal of any such decision. The mechanism for such appeal shall be via a written document signed and dated by the student(s) explaining the facts and proposed resolution, which shall be submitted no later than three (3) days after the student(s) is notified of the decision to remove the student(s) from the education experience at Facilities. The original document shall be forwarded to the Manager of Academic Relations, with copies to the supervising faculty member at School and the Facilities' training coordinator. The Manager of Academic Relations, Facilities' training coordinator and the School's supervising faculty member shall confer regarding the documentation. The final decision regarding the appropriateness of the removal or reinstatement and/or any other requirements shall rest with the Facilities' training coordinator and Manager of Academic Relations and shall be final and binding.

C. **HIPAA Compliance.** School agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the requirements of any regulations promulgated thereunder. Further, School agrees to advise Students of their responsibility to comply with the HIPAA requirements of Facilities and implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement.

D. **Student Relationship.** The relationship of any participating student(s) and Facilities is that of a student of the School, and nothing contained herein shall be construed as creating any other relationship of any nature, including, but not limited to, an employment relationship of any nature, between any student(s) and Facilities.

E. **Assigned Program Experience.** The School and Facilities agree that participating student(s) may engage only in those School authorized activities that are listed in the Program Plan, which is attached to this Agreement as Exhibit "B" and incorporated herein by reference, which are permitted by applicable law and are of a type approved by Facilities.

F. **Assignment.** Other than as previously stated herein, neither this Agreement nor any duties or obligations under this Agreement may be assigned or transferred without the prior written consent of the other Party. Furthermore, student(s) also may not assign or transfer their education experience obligations and/or rotation(s) to anyone without the prior written consent of the Facilities' Manager of Academic Relations and training coordinator.

G. **Cooperation of Parties.** The Parties agree to comply with all reasonable requests of the other and to provide access to all documents reasonably necessary to the performance of each Party's respective obligations under the terms and conditions of this Agreement.

H. **Notices.** Any notices to be given hereunder by either Party to the other may be effected in writing either by personal delivery, by mail, registered or certified postage prepaid with return receipt requested, or by Federal Express or similar/like courier service. Mailed notices shall be addressed to the Parties as listed below but each Party may change their address by written notice in accordance with this Section. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after deposit thereof in the United States mail as shown on the addressee's registry or certificate of receipt; and

notices sent by Federal Express or similar/like courier service will be deemed communicated one (1) day after deposited with Federal Express or similar/like courier or one of its agents.

Facilities: Gwen Wysocki, RN, C, MN
Manager of Academic Relations
LLUMC Staff Development
11255 Mountain View Ave., Ste. 11
Loma Linda, California 92354

Copy To: Office of General Counsel of LLUMC
Legal Counsel
P.O. Box 2000
Loma Linda, California 92324

School: Occupational Therapy Assistant Program
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706

I. Entire Agreement of Parties. This Agreement supersedes any and all agreements, either oral or written, between the Parties hereto with respect to the content of this Agreement and contains all the covenants and agreements between the Parties with respect thereto in any manner whatsoever. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise, not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the Party to be charged.

J. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. The Parties shall abide by all federal and state laws, regulations, rules and ordinances relating to the subject matter described herein.

K. Drug-Free Workplace. School agrees to comply with the Drug Free Workplace Policy of the Facilities. School's signature affixed to this Agreement certifies that School shall require that the School's faculty, agents and student(s) shall not engage in the unlawful manufacture, distribution, dispensation, possession, sale or use of

controlled substances while engaged in training experiences at Facilities or while this Agreement is in force.

1. **Copy of Drug-Free Workplace Policy.** School acknowledges receipt of a copy of the "Drug-Free Workplace Policy" (hereinafter "Policy") of Facilities concurrent with signing of this Agreement.

2. **Compliance with Policy.** School's signature affirms that School has read, understands, and agrees to abide by and to require its faculty, agents and student(s) to abide by the Policy as a condition of this Agreement.

3. **Criminal Drug Violation Notice.** School's signature affirms the understanding and agreement that any conviction of student(s) or any agent(s) of School of a criminal drug statute for a violation occurring on the premises of the Facilities must be reported to the Facility's Administrative Director of Human Resources within five (5) days of any conviction and, in turn, the Facility's Administrative Director of Human Resources shall notify the appropriate Federal agencies within ten (10) days after learning of the conviction. By such signature, School also agrees to require School's faculty, agents and student(s) to abide by the five (5) day notice requirement and to notify School's faculty, agents and student(s) of the requirement of Facilities to notify the appropriate Federal agency(ies) within ten (10) days after learning of any such conviction.

L. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California.

M. **Successors.** The terms contained herein shall be binding upon and shall inure to the benefit of the Parties, their respective assigns, executors, administrators, heirs, and successors.

N. **Waiver or Failure of a Condition.** The waiver or any failure of condition shall not operate as nor be construed to be a waiver of a subsequent failure of the same or other condition.

O. **Captions.** Captions herein are used solely for reference and as a matter of convenience, and in no way bind, limit, or describe the scope or intent of any provision.

P. **Counterparts.** This Agreement may be executed in counterparts, each of which if so executed shall be deemed to be an original; the counterparts shall together constitute a single Agreement.

Q. **Status of Parties.** Facilities and School shall not, by virtue of this Agreement, in any way be deemed to or construed to create a single employer, a joint venture or a joint employer relationship.

R. Survival of Termination or Expiration of Agreement. The Parties agree that the obligations, covenants, agreements and rights of the Parties as set forth in Article II, Paragraphs (I)-(J), and (J)-(K); Article III, Paragraphs (H) and (I); and Article IV, Sections, (C), (D), (G), (L) and (M) shall survive any termination or expiration of this Agreement.

S. Force Majeure. If either Facilities or School are unable to perform their duties under this Agreement due to low patient census, strikes, lock-outs, labor disputes, inability to obtain labor, governmental restrictions, regulations or controls, civil commotion, fire or other casualty, emergency, or any other cause beyond the reasonable control of either Facilities or School, such non-performing Party shall be excused the performance of the other Party, and shall not be in breach of this Agreement, for a period equal to any such prevention, delay or stoppage.

T. Mission Statement. Facilities are committed to their Mission to continue the healing and teaching ministry of Jesus Christ -- "To Make Man Whole." Such commitment is embodied in all Facility agreements. As such, School understands and agrees that all students are to behave in accordance with the standards of conduct and ethics which are not in conflict with the ethics, principles, and philosophy of the Seventh-day Adventist Church. School also acknowledges receipt of a copy of the Facilities Mission Statement concurrent with signing this Agreement.

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IN WITNESS WHEREOF, by their signature below, each of the individuals represent that they have the authority to execute this Agreement and do hereby consent to the foregoing and bind the Party on whose behalf their execution is made.

8/21/15

SCHOOL: Santa Ana College

By: Peter J. Hardash

(Print Name)

(Signature)

Title: Vice Chancellor of Business Operations and Fiscal Services

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

Telephone:

Fax:

Date: _____

FACILITIES:

Loma Linda University Medical Center

By: Daniel Giang, MD

(Print Name)

(Signature)

Title: Vice President, Medical Administration

Date: _____

Manager of Academic Relations:

By: Gwen Wysocki, RN, C, MN

(Signature)

Title: Manager of Academic Relations

Date: _____

Address: 11255 Mountain View Ave., Ste. 11
Loma Linda, CA 92354

Phone: (909) 558-3500

Fax: (909) 558-3541

EXHIBIT A

- A. The Programs which are the subject of this Agreement are as follows:**
- (i) Occupational Therapy Assistant**
 - (ii)**
 - (iii)**
 - (iv)**
- B. The minimum and maximum number of student(s) which Facilities will accept for each of the Programs set forth above are as follows:**
- (i) 0-3 per school year, depending on student slot availability and with prior approval from the LLUMC Manager of Academic Relations**
 - (ii)**
 - (iii)**
 - (iv)**
- C. The Facilities at which students will be completing their training:**
- (i) LLUMC**
 - (ii)**
 - (iii)**
 - (iv)**

In the event any additional Program(s) is added to this Affiliation Agreement between the School and Facilities, then this Exhibit "A" shall be supplemented to reflect the inclusion of such additional program(s).

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of OTA Agreement Renewal – Pomona Valley Hospital 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 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 Pomona Valley Hospital Medical Center in Pomona, California.

Fiscal Impact:	None	Board Date: June 18, 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 the 2nd of April, 2012 by and between **Pomona Valley Hospital Medical Center**, 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:

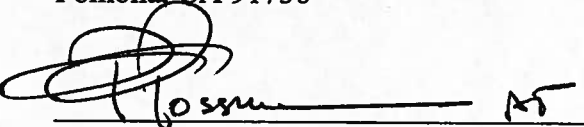
PR
8/16
**District: Rancho Santiago Community
College District**

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

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

**Agency: Pomona Valley Hospital
Medical Center**

Physical Therapy & Rehabilitation
1798 North Garey Ave., PT & Rehab
Pomona, CA 91750



Richard A Rossman, MS, PT, CCCE
Associate Director
Physical Therapy & Rehab

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: June 18, 2012
Re: Approval of OTA Agreement Renewal – St. Mary 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 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 St. Mary Medical Center in Long Beach, California.

Fiscal Impact: None	Board Date: June 18, 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	

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement is made and entered into by and between Dignity Health, a California nonprofit public benefit corporation ("Dignity Health") formerly named Catholic Healthcare West doing business as St. Mary Medical Center ("Hospital") and Rancho Santiago Community College District ("District") on behalf of Santa Ana College and Santiago Canyon College (collectively "Entity").

RECITALS

A. Dignity Health owns and operates acute care hospitals and ancillary facilities, including Hospital.

B. Entity has an approved program for the instruction and training of students in the specialty listed in Exhibit A, ("Program") and such Program requires field experience in acute care hospital facilities and clinical facilities ("Facilities").

C. Hospital maintains Facilities that are appropriate for furnishing such experience.

D. It mutually benefits the Hospital and the Entity to allow the employees and students of Entity's Program ("Students") to use Hospital's clinical Facilities for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

ARTICLE I General Information

1. The Program is an educational Program of Entity and not Hospital's program. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of Entity.

1.1 Entity and Hospital shall mutually set the times, place and subject matter for the Program that will be conducted at Hospital.

1.2 Entity shall be responsible for assuring that Students observe the Hospital's rules and regulations and that Students will refrain from doing anything that might prove detrimental to Hospital or to its patients.

1.3 The Program shall be conducted without the payment of any consideration by Entity or Hospital to the other or to any Student participating in the Program.

3.3 Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided either Entity or Student agrees to pay for the services provided by the Hospital.

3.4 Entity shall immediately notify Hospital in writing of any current or past Student in the Program, who has or had at the time of his or her field experience at Hospital a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Hospital, Entity shall remove Student until such time that he or she no longer poses a health threat. Entity shall provide Hospital with a written medical clearance signed by the Student's treating physician prior to the Student returning to Hospital.

3.5 Entity shall be responsible for all Students' academic preparation. Entity ensures all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Hospital.

3.6 Entity is responsible for the general conduct of its Students and their complying with Hospital policies, rules and regulations during their field experience at Hospital.

3.7 Entity shall assure, to the satisfaction of Hospital, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the Center for Disease Control guidelines, including any Hospital orientation requirements. Entity will certify in the Student Enrollment form that the Student has completed the required training.

3.8 Entity shall appoint the individual named in Exhibit A to coordinate the Program for Entity ("Entity Coordinator"). The Entity Coordinator shall supervise all aspects of Entity's involvement in Program. All Entity Coordinators and other faculty shall abide by the Hospital's rules and regulations.

3.9 Entity shall notify all Program Students that they are required to:

3.9.1 Perform their functions in accordance with all the Hospital's policies and rules and with the rules and policies of the specific department or clinical Facility to which they are assigned;

3.9.2 Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;

3.9.3 Report to the Hospital on time, timely contact Entity and Hospital when they will be absent from the Hospital when they are scheduled to be at the Hospital, act in a professional manner, dress appropriately and follow all of Hospital's rules and regulations;

3.9.4 Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, rubeola, rubella and varicella titer and annual health examinations;

3.9.5 Reimburse Hospital for any emergency health care or first aid provided by Hospital;

3.9.6 Maintain the confidentiality of patient information; and

3.9.7 Avoid infectious or communicable diseases and inform the Hospital and Entity immediately if they have or might have been exposed to an infectious or communicable disease.

3.10 Entity shall arrange for periodic conferences between the Entity Coordinator and Hospital to evaluate the clinical experience provided under this Agreement.

3.11 Entity shall require each Student who participates in field experience in the Hospital to execute the Student Confidentiality Statement, which is attached hereto as Exhibit C and may be updated from time to time.

3.12 District shall be responsible for obtaining and maintaining all licenses, accreditations and certifications necessary for Entity and the Program, and shall assure that each Student has the requisite licensure, certification, education, experience, and competency required with respect to their responsibilities hereunder. Entity shall at all times during the term of this Agreement have a business license, current with the city or other jurisdiction in which Entity is located (as determined by Entity's business address), and shall provide Hospital with a copy of its current validated business license. Entity shall obtain and maintain a certificate of qualification from the Secretary of State of the state in which Entity is conducting business prior to execution of this Agreement.

3.13 Entity shall provide to Hospital a copy of the curriculum vitae and State license (if any) for each Entity Coordinator and each Student who will participate in the Program at Hospital.

3.14 District represents and warrants that District, Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program"). Any Student or other personnel of District or Entity who becomes sanctioned or excluded during the term of this Agreement shall be immediately removed from any participating in the Program hereunder. Hospital may immediately terminate this Agreement in the event that Entity, or any Student, or any other District or Entity personnel performing services hereunder becomes sanctioned or excluded from the Health Care Program during the term of this Agreement.

3.15 District represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and the General Services Administration list of parties

excluded from participation in federal health care programs (collectively the "List") no more than thirty (30) days prior to the first day of any Student participating in field experience at the Hospital, and every six (6) months thereafter, and shall provide proof to Hospital that Entity, District, nor any of Entity's employees, Students, agents, or personnel, appear on said List. Further, Entity represents and warrants that Entity, District, nor any of Entity's employees, Students, agents, or personnel, is subject to sanction or exclusion from participation under any Federal or State health care program. In the event that Entity or District becomes so sanctioned or excluded, Hospital may immediately terminate this Agreement. In addition, any Student or personnel of Entity who become so sanctioned or excluded during the term of this Agreement shall be immediately removed by Entity and shall be thereafter excluded from the provision of services under this Agreement. Removal of any excluded Student pursuant to this Section shall not preclude Hospital's right to immediately terminate this Agreement.

3.16 District represents and warrants that prior to Student's participation in the Program, it has engaged an independent entity to conduct a background screening as required hereunder, and that each Student has successfully completed a criminal background check in accordance with the Dignity Health standards set forth in Exhibit E-1, background screening scoring guidelines. The background screening shall include (at a minimum) a state and county criminal history investigation where the Student resides and where the Hospital is located ("Background Information") and a search of the National Sex Offender Registry ("Registry"). Any criminal history identified shall be reported to the Hospital prior to Student's participation in the Program, in accordance with Exhibit E-1. Entity shall provide Hospital with an executed original of Exhibit E, attached hereto, prior to any Student's participation in the Program. For Students under the age of eighteen (18) years, Entity shall secure at least one (1) recommendation from a reliable, non-related source (e.g. teacher, counselor, or pastor) and forward same to the Hospital prior to the Student beginning training at the Hospital.

ARTICLE IV Hospital's Responsibilities

4. Hospital shall accept from Entity the mutually agreed upon number of Students and shall permit said Students and Entity faculty access to Facilities as Hospital determines are appropriate for the purposes of providing the field experience expected in the Program.

4.1 The Hospital coordinator at each Facility who will coordinate the Students' experiences at Facility for the Hospital is designated in Exhibit A. The Entity coordinator shall meet the academic and other standards agreed upon by Entity and Hospital.

4.2 Hospital will provide evaluations to Entity of each Student's performance in the Program using the forms provided by Entity and in accordance with time frames agreed upon by Entity and Hospital.

4.3 Hospital shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Hospital. Student or Entity shall be responsible for paying the Hospital charges for such care.

4.4 Hospital shall, at all times, retain full responsibility for patient care management and related services.

ARTICLE V Independent Contractors

5. District, Entity, and Students are and shall at all times be independent contractors with respect to Hospital in the performance of their obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between Hospital and District, Entity, or Students. District, Entity, nor Students shall hold themselves out as an officer, agent, or employee of Hospital or incur any contractual or financial obligation on behalf of Hospital, without Hospital's prior written consent. In the event that a determination is made for any reason that an independent contractor relationship does not exist between Hospital, District, Entity or Student, Hospital may terminate this Agreement immediately upon written notice to District.

ARTICLE VI Insurance

6. District at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicle and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Such insurance will cover District, Entity, its faculty and Students. In the event that the professional liability policy is a claims made policy, Entity shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.1 Entity will provide Hospital with certificate(s) of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. Entity shall provide at least thirty (30) days written notice to Hospital of any substantial change to or cancellation of said insurance.

6.2 Each Student shall procure at his or her sole expense professional malpractice insurance with an approved California insurance company with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. In the event that professional liability policy is a claims

made policy, Student shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.3 Each Student shall also procure at his or her own expense adequate health care coverage to cover all necessary medical care. Hospital shall assume no responsibility for providing or paying for Student's medical care.

6.4 District shall procure and maintain Workers' Compensation insurance to cover its employees, agents and Students in compliance with the statutory requirements of California law.

6.5 Hospital will participate in the Dignity Health Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Hospital will, upon request, provide Entity with evidence of the foregoing coverage.

6.6 Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE VII Indemnification

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

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

7.1 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

ARTICLE VIII
Term of Agreement

8. This Agreement is for a term of one (1) year commencing on April 1, 2012, and it may be renewed by mutual written agreement of the parties. This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party.

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

8.2 Termination Upon Breach. In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than ten (10) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period, this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

ARTICLE IX
Compliance with Laws and Standards of Conduct

9.1 District, Entity, and Students shall comply with any and all federal, state and local laws, rules, and regulations (collectively, "Laws") applicable to Entity, its faculty, agents, and Students, the provisions of the Program and Hospital. District and Entity further represents and warrants that District, Entity, and Students shall comply with the Joint Commission ("JC") standards that apply to Hospital.

9.2 Entity shall comply and shall require its Students to comply with the Hospital's policies, procedures and rules relating to the Program, including the Hospital's corporate compliance program. Entity shall cooperate with Hospital corporate compliance audits, review and investigations which relate to the Entity. Subject to Hospital's request, such cooperation shall include providing documents and/or information related to the Entity, Students and Entity activities that is in Entity's custody and control. When requested by Hospital, Entity shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate compliance program. Entity shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. Entity shall immediately remove any Student from the Program if the Student is excluded from participating in any Federal or State Health care program.

9.3 District agrees to amend this Agreement as may be necessary in order for Hospital to maintain its tax-exempt financing or to obtain new tax-exempt

financing. Immediately upon request by Hospital, Entity shall execute any and all such amendments presented by Hospital and shall return said fully executed original amendments to Hospital forthwith.

9.4 HIPAA Compliance.

a. District, Entity, and Students may receive or acquire from Hospital "protected health information" ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). District and Entity agrees that all PHI acquired as a result of Students' training at Hospital is confidential and that both Entity and Students are 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. District and Entity shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Hospital.

b. At the termination of this Agreement for any reason, Entity shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

c. If Entity becomes aware of the unauthorized use or disclosure of PHI, Entity shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure within twenty-four (24) hours of learning of such unauthorized use or disclosure.

d. Entity agrees that if it breaches this provision, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by Entity.

e. The terms of this Section shall survive the expiration or termination of this Agreement.

9.5 Standards of Conduct. Entity and Students acknowledge that they have reviewed or will review the Dignity Health Standards of Conduct (the "Standards of Conduct"), a copy of which is available from Hospital's administration. Entity and Students shall comply with the Standards of Conduct to the extent they relate to the provision of the Program, the obligations of Entity and Students under this Agreement, or the business relationships or dealings between Entity, Students, and Hospital, any Affiliates or any of their respective directors, officers, employees, contractors, agents or suppliers of any kind.

ARTICLE X
Confidentiality of Information

10. The parties agree that information contained in this Agreement is confidential and contains proprietary information. The parties agree not to release information concerning this Agreement, as well as information regarding the operations of either party or other information considered confidential by either party, without the consent of the other party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the parties is not required for release of information that is in the public domain.

10.1 Obligations pursuant to Article X shall survive termination or expiration of this Agreement.

ARTICLE XI
Ethical and Religious Directives

11. It is understood and agreed that the policies, rules and regulations of the Program as it operates on Hospital premises, as well as all acts performed in the administration of Program by Hospital, shall conform to the Ethical and Religious Directives for Catholic Health Facilities as promulgated from time to time by the National Conference of Catholic Bishops and as adopted by the Local Ordinary, as well as the policies and procedures established by Dignity Health and its Sponsoring Congregations (collectively, the "Ethical Directives") a copy of which is attached hereto as Exhibit D. If compliance by the Students with the Ethical Directives conflicts with the policies, procedures or directives of Entity, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

ARTICLE XII
General Provisions

12.1 Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.

12.2 Arbitration.

12.2.1 Hospital and Entity agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement. If such disputes cannot be resolved informally within a reasonable period of time, as determined by Hospital, the parties agree to submit the dispute(s) to binding arbitration.

12.2.2 Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. There shall be one arbitrator. If the

parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the Los Angeles JAMS/Endispute panel, and selected in the sole discretion of the JAMS/Endispute.

12.2.3 The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

12.2.4 The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

12.2.5 Arbitration shall take place in Pasadena, California unless the parties otherwise agree. As soon as is reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as is reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

12.2.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

12.2.7 Notwithstanding the foregoing, any and all arbitration proceedings are conditional upon such proceedings being covered within the parties' respective risk insurance policies. Notwithstanding the foregoing, however, neither party shall be required to arbitrate malpractice or other third party claims.

12.2.8 The provisions of this Section shall survive the termination of this Agreement.

12.3 Governing Law. This Agreement shall be governed by the internal laws of the State of California, not the law of conflicts.

12.4 Notices. Any notice required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery; or twenty-four (24) hours following deposit with a commercial carrier for overnight delivery; or three (3) days after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing to the other in the manner provided herein.

If directed to Hospital:

St. Mary Medical Center
1050 Linden Avenue
Long Beach, CA 90813
Att: President/CEO

Copy to:

Dignity Health
251 South Lake Avenue, 8th Floor
Pasadena, CA 91101-4842
Att: VP, Associate General Counsel

If directed to District:

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

12.5 Captions. Any captions to or headings of the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

12.6 Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

12.7 Interpretation. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural

12.8 Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

12.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

12.10 Severability. In the event any part of this Agreement is declared invalid, such invalidity will not affect the validity of the remainder of the Agreement.

12.11 Attorneys' Fees. If any Party or Parties bring an action or proceeding arising out of or relating to this Agreement, the non-prevailing Party or Parties shall pay to the prevailing Party or Parties reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs (including the reasonable costs of Hospital's in-house counsel) and the fees and costs of experts and consultants.

12.12 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement.

12.13 Force Majeure. No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

12.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

12.15 No Third Party Beneficiary Rights. This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO EDUCATIONAL AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

HOSPITAL:

Dignity Health,
a California nonprofit public benefit
corporation formerly named Catholic Healthcare
West doing business as
St. Mary Medical Center

Date: _____, 2012

By: _____

Its: _____

DISTRICT:



Rancho Santiago Community College District on
behalf of Santa Ana College and Santiago Canyon
College

Date: _____, 2012

By: _____

Its: Peter J. Hardash

Vice Chancellor
Business Operations & Fiscal Services

EXHIBIT A

1. Program Specialty: Occupational Therapy
2. Length of Field Training: one (1) to twelve (12) weeks
3. Maximum Number of Students at Any One Time: one (1)
4. Educational Objectives Set by Entity: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
5. Entity Coordinator's Name: Entity shall provide to Hospital prior to the start of each Clinical Rotation.
6. Hospital's Coordinator's Name: SHARON HATAE

EXHIBIT B

Student Enrollment Form

This form should be completed at least two weeks prior to the Student's Starting Date.

Student's Name:

Training Dates:

Professional Liability Insurance

Required insurance: Student: \$1,000,000 per occurrence/\$3,000,000 aggregate

Company:

Health Certifications (To Be Completed by Student)

Requirements: Check all that are Met:

- (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of each Clinical Rotation;
- (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- (c) Documented history of varicella exposure or positive varicella immune titer;
- (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard; and
- (e) Evidence of current (within the past ten years) tetanus toxoid.
- (f) Proof of flu vaccination within six (6) months prior to the first day of any Student beginning his or her field experience at the Hospital, or written documentation of the Student declining the flu vaccination.

Check here if the Student has completed the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the Hospital's standards.

EXHIBIT C

Student Confidentiality Statement

The undersigned hereby recognizes that medical records, patient care information, personnel information, reports to regulatory agencies and conversations between or among any healthcare professionals in any way associated with Hospital, its patients and my activities while a Student at Hospital, are considered privileged and should be treated with utmost confidentiality.

If it is determined that a breach of confidentiality has occurred as a result of my actions, I recognize that I may be liable for damages that result from such a breach and that I shall no longer be allowed to participate in Program at Hospital.

Signed: _____

Date: _____

EXHIBIT D

Ethical and Religious Directives

See attached.

EXHIBIT E

**Joint Commission Requirement
Criminal Background Verification**

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

In 2004 the Joint Commission ("JC") implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. Consistent with the terms of this Agreement, it is the responsibility of the Entity to conduct the criminal background check for each Student, Entity employee, or agent prior to their presence on our campus. Any Student, Entity employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, as attached hereto as Exhibit E-1 shall not participate in the Program unless and until Hospital agrees to accept said Student, Entity employee, or agent in writing.

Your signature on this Exhibit E acknowledges the Entity's obligation to comply with this new standard and with its the responsibilities as defined in the Agreement. Entity agrees to comply with this standard for all Students and Entity employees and agents participating in this Program. Please sign and date this Exhibit E, and return Exhibit E with the signed Agreement to:

Hospital : ST. MARY MEDICAL CENTER
Attention : PALETTE MARKS
Address : 1050 LINDEN AVE.
LONG BEACH CA 90813

Thank you.

Entity : _____

Name : _____

Signature: _____

Title : _____

Date : _____

EXHIBIT E-1
Background Screening Scoring Guidelines

Definitions

- **Non-Conviction:** Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - **Passing:** Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - **Failing:** Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - **Provisional:** Any active or pending case.
- **Passing Disposition:** Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- **Failing Disposition:** Any disposition resulting in a Conviction or Non-Conviction (adjudication differed/withheld) that has not led to the case being dismissed or expunged.

Pass

Score all candidates as "Pass" for the following conditions:

- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any misdemeanor (or lower) traffic violations (DUI is not considered a traffic violation).
- Any Misdemeanor with a disposition date older than 7 years, with the exception of any Misdemeanor violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.
- For California Facilities:
 - Any Felony with a disposition date older than 7 years, with the exception of any Felony violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.
 - Any Misdemeanor Marijuana offense over two years old in the state of California.

Provisional: MUST ADVISE HOSPITAL AND REQUEST CONSIDERATION FOR ANY INDIVIDUALS WITH A PROVISIONAL SCORE PRIOR TO ACCEPTANCE OF SUCH INDIVIDUALS.

- Any Misdemeanor or Felony case that is currently active or pending.
- Any SSN Trace where SSN was reported used in Death Benefits Claim.
- Any outstanding warrants.
- Non-California Facilities:
 - Any Felony with a failing disposition that is greater than 7 yrs old.
 - Any Misdemeanor crime with a Failing Disposition greater than 3 years but less than 7 years old*.
- Any Bankruptcy within the last ten years or tax liens within the last seven years.
- Any other finding determined to be significant enough for further review.

Fail

Score all candidates as "Fail" for the following conditions:

- Any case with a Failing Disposition for Misdemeanor or Felony violent crimes, nonconsensual sexual crimes, and crimes against children regardless of elapsed time from disposition date.
- Any other Felony crime with a Failing Disposition within the last 7 years.
- Any Misdemeanor crime with a Failing Disposition within the last 3 years*.
- Any Controlled Substance Offense (misdemeanor or felony) with a Failing Disposition within the last 7 years*.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of OTA Agreement Renewal – VibrantCare Outpatient Rehabilitation of California, 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 an agreement renewal 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 VibrantCare Outpatient Rehabilitation of California, Inc., in Roseville, California.

Fiscal Impact:	None	Board Date: June 18, 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	

AFFILIATION AGREEMENT

This Affiliation Agreement (the "Agreement") is entered into this 1st day of July 2012, between **VibrantCare Outpatient Rehabilitation of California, Inc.** (hereinafter referred to as the "Clinic"), and **Rancho Santiago Community College District on behalf of Santa Ana College** (hereinafter referred to as the "District").

WHEREAS, the District has established an approved clinical program of Occupational Therapy Assistant in the District's program in Occupational Therapy, which program is covered by this Agreement (hereinafter referred to as the "Program"); and

WHEREAS, the Program requires facilities where students from the District can obtain the clinical learning experience required in the Occupation Therapy curriculum; and

WHEREAS, the Clinic has the clinical setting and equipment needed by Program trainees as part of their practical learning experience.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the District and the Clinic agree as follows:

1 RESPONSIBILITIES OF THE CLINIC

1.1 The Clinic will provide clinical experience situations as described in the Program curriculum and in accordance with the objectives to be provided by the District.

1.2 The Clinic will designate appropriate personnel to coordinate the student's clinical learning experience in the Program.

1.3 The Clinic shall retain the right to remove from and deny access to its facility to (a) any student whose achievement, progress or adjustment does not warrant continuation of study at the Clinic, (b) any student or faculty member who fails to conform to the applicable rule, regulations or code of conduct of the Clinic, or (c) any student or faculty member whose professional or social conduct is, in the opinion of Clinic personnel, disruptive or otherwise destructive to the established practices or philosophy of the Clinic or its standing in the community. Such action shall be reported to the District's program coordinator.

1.4 The Clinic shall be responsible for and retain absolute control over the organization, administration, operation and financing of its services, including responsibility for all patient care.

1.5 All students and faculty members are subject to the Clinic's authority and are directly responsible to the Center Manager or his or her designee.

1.6 The Clinic assumes no financial responsibility for the medical care and treatment of students or faculty members.

1.7 The Clinic will provide the students with access to emergency medical services in the event of illness or injury during the clinical experience. Emergency care will be provided at the student's expense.

2. RESPONSIBILITIES OF THE DISTRICT

The District shall be responsible for contacting each selected Clinic to confirm the Clinic's availability of facilities and personnel in accordance with paragraph 4 of this Agreement. Provided that a selected Clinic confirms its ability to accept students from the District, the District's responsibilities with respect to each such Clinic shall be as follows:

2.1 The District shall provide the Clinic with the clinical learning experience and objectives for the Program and will plan the schedules and assignments in cooperation with the Clinic coordinator. This shall include the number of students assigned to a clinical area and the nature and extent of the clinical work experiences.

2.2 The District shall provide a sufficient number of qualified faculty members for teaching and supervision of students in the Program. In the event the faculty member is off-site, he or she shall be available by phone to the student and Clinic liaison.

2.3 The District will require all students and faculty members to abide by the rules, regulations, policies and procedures, standards of conduct and competency requirements of the Clinic and to conduct themselves in a professional manner. All students and faculty shall wear the appropriate uniform or attire and display proper identification at all times while on Clinic premises.

2.4 The District will require students and faculty to maintain the confidentiality of patient information obtained while at the Clinic. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. Students and faculty shall abide by all Clinic policies concerning medical records and computer systems.

2.5 The District assures that all students and faculty are covered by health and malpractice insurance as set forth in paragraph 3.1 below.

2.6 The District will assign to the Clinic only those students who have satisfactorily completed all prerequisites in the Program curriculum.

2.7 The District will ensure that, prior to clinical placement, each student and faculty member has had instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials in accordance with the federal guidelines "Occupational Exposure to Bloodborne Pathogens". No student or faculty member will be allowed into a clinical area until the training program has been completed.

2.8 The District will ensure that, prior to clinical placement, each student and faculty member has had instruction in exposure to tuberculosis, protective practices to avoid contamination, and procedures in case of exposure or potential exposure in accordance with the federal guidelines "Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health Care

Facilities". No student or faculty member will be allowed into a clinical area until the training program has been completed.

2.9 The District shall recommend that its students and faculty members receive immunization against Hepatitis B. Students and faculty members who elect not to receive the Hepatitis B vaccine must sign a Hepatitis B declination form which will remain on file at the District. The District shall warrant that each student has either elected to receive the vaccine or has signed a declination form.

2.10 The District acknowledges that all students and faculty shall be responsible for their own transportation to and from the Clinic and shall abide by all parking rules and regulations while on Clinic property.

3. INSURANCE AND INDEMNIFICATION

3.1 The District agrees, at its own expense, to provide coverage for its activities in connection with this Agreement by maintaining in force during the term of this Agreement professional and general liability insurance with minimum coverage limits of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. The duty to maintain such coverage for the period the student or faculty member is participating in the program shall survive the termination of this Agreement.

3.2 The coverage shall be written as primary coverage and not contributing with or in excess of any coverage that the Clinic may have. Neither the issuance of any insurance policy required under this Agreement, nor the minimum limits specified herein with respect to insurance coverage shall be deemed to limit or restrict in anyway the District's liability arising out of or under this Agreement. The insurance policies shall be issued by insurance companies reasonably acceptable to the Clinic. The District warrants and represents that it will purchase appropriate "tail coverage" for claims, demands, actions or judgments reported in future years for acts of omissions during the term of this agreement.

3.3 The District, upon the execution of this Agreement, shall furnish the Clinic with certificates evidencing compliance with these insurance requirements. Certificates shall further provide for thirty (30) days advance written notice to the Clinic of any cancellation of the above coverage.

3.4 The District agrees to indemnify and hold harmless the Clinic from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements, or judgments relate to negligence, actions, or omissions of the District.

3.5 The Clinic agrees to indemnify and hold harmless the District from and against any and all claims, demands, actions settlements , or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in this Agreement, where such claims, demands, actions, settlements, or judgments relate to negligence, actions or omissions of the Clinic

3.6 During the Term of this Agreement, the Clinic shall maintain, at its own expense, adequate insurance coverage for its activities in connection with this Agreement.

3.7 It is hereby stipulated and agreed between the Clinic and the District that with respect to any claim or action arising out of the activities described in this contract, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees.

4. **PLACEMENT**

The Clinic reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

5. **NONDISCRIMINATION**

The Clinic and the District agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin, sexual preference or disability.

6. **TERM**

The term of this Agreement shall be one (1) year commencing on July 1, 2012, terminating on June 30, 2013. This Agreement shall automatically renew for additional terms of one year unless terminated by either party in accordance with this Agreement.

7. **TERMINATION**

Either party may terminate this Agreement upon thirty (30) days written notice to the other party.

8. **INDEPENDENT CONTRACTOR STATUS**

The parties hereby acknowledge that they are independent contractors. In no event shall this agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The Clinic and the District shall be liable for their own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to the Clinic for any salaries, insurance or other benefits.

9. **CONFIDENTIALITY**

The District will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Clinic. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. It shall be required of students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the Clinic and the patient,

utilizing the patient confidentiality policies and procedures of the Clinic. The District hereby agrees to only use and /or disclose protected health information in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and all applicable regulations promulgated thereunder (collectively, "HIPAA"). The District shall ensure that each student or faculty member abides by the Clinic's policies regarding Confidentiality and the use of computer systems.

10. NOTICES

Notices required under this Agreement shall be mailed to the parties at the following addresses:

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

THE CLINIC: VibrantCare Outpatient Rehabilitation
2270 Douglas Boulevard, Suite 216
Roseville, CA 95661

11. MISCELLANEOUS

11.1 Those areas in which differences or conflicts exist between the Clinic and the District regarding rules, regulations, policies and procedures shall be resolved in favor of the Clinic and the rule, regulation, policy or procedure of the Clinic shall prevail. Such conflict shall be referred to the Clinic liaison and District program or course coordinator.

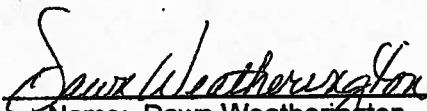
11.2 This agreement may not be assigned, in whole or in part, without the prior written consent of both parties.

11.3 This contract shall be construed and interpreted under the laws of the State or Commonwealth in which the Clinic is located.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have duly executed this agreement as of the date first written above.

VibrantCare Rehabilitation of California, Inc.

By: 
Name: Dawn Weatherington
Title: Director of Contracting

PH **Rancho Santiago Community College District
On Behalf of Santa Ana College**

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor of Business
Operations and Physical Services

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

To: Board of Trustees	Date: June 18, 2012
Re: Approval of New OTA Agreement – Newport Subacute Healthcare 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 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 Newport Subacute Healthcare Center in Costa Mesa, California.

Fiscal Impact:	None	Board Date: June 18, 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 the 05/16/2012 by and between Newport Subacute Healthcare Center, 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:

**Name of Agency: Newport Subacute Healthcare
Center**
Address: 2570 Newport Blvd.
Costa Mesa, CA 92627

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Person Responsible: Usha Rajan, Ph.D
Title: Director of Rehabilitation.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Exercise Science Division

To: Board of Trustees	Date: June 18, 2012
Re: Approval of PrestoSports Website Platform Agreement	
Action: Request for Approval	

BACKGROUND

The PrestoSports Website Platform is a web-based content management system specifically designed for collegiate athletic programs. There are currently two community colleges within the Orange Empire Conference using the PrestoSports platform with several others considering it. The Orange Empire Conference is transitioning its website to PrestoSports this summer while the California Community College Athletic Association (CCCAA) is considering a transition in the near future.

ANALYSIS

The initial contract with PrestoSports is for a term of three years at \$4,000 per year with funds from a diversified fund raising account. The content management system is compatible with the required statistics programs mandated by the CCCAA while also synching up stats and information with the Orange Empire Conference website and, eventually, the CCCAA website. District and college staff has reviewed the contract. A presentation on this platform has been given to the SAC Web Committee.

RECOMMENDATION

It is recommended that the Board of Trustees approve the PrestoSports website platform Agreement.

Fiscal Impact: \$4,000/year	Board Date: 11/18/12
Prepared by: Linda D. Rose, Ed.D., Vice President of Academic Affairs Avie Bridges, Dean of Exercise Science	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

APPLICATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on MAY 15, 2012, between PrestoSports ("Licensor"), with its principal place of business located at 451 Hungerford Drive, Suite 608, Rockville, MD 20850, and Rancho Santiago Community College District on behalf of Santa Ana College ("Licensee"), with its principal place of business located at 1530 West 17th Street, Santa Ana, California, 92706, and shall be effective as of AUGUST 15, 2012 (the "Effective Date").

RECITALS

WHEREAS, Licensor is engaged in the business of providing access to Software and Licensor's Application Server;

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Grant of License

Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) access and execute PrestoSports (the "Software") on Licensor's hardware and software used to provide the Software (the "Application Server") over the Internet, and (ii) transmit data related to Licensee's use of the Software over the Internet.

2. Use and Access

- a. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software and Application Server for the purpose of using the Software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor. Such use and access will be continuous on a 24/7 basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.
- b. Licensee will use the Software only for its internal business operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Licensee agrees to use the Software in a manner that complies with all applicable laws, including copyright and other intellectual property laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.
- c. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users, (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the Software through a single identification or password code being made available to multiple users on a network.
- d. See Exhibit A for information on storage and bandwidth limitations.

Licensee's Initials: _____
SAC-12-043

3. Price and Payment

- a. Licensee will pay Licensor the fees for the license of the Software and access to Licensor's Application Server as set forth in Exhibit A.
- b. The fees for the license of the Software do not include taxes. If Licensor is required to pay or collect any federal, province, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Licensor's net income, then such taxes and/or duties will be billed to and paid by Licensee immediately upon receipt of Licensor's invoice and supporting documentation for the taxes or duties charged.

4. Technical Support

Technical support is described in detail on the attached Exhibit B (Service Level Agreement).

5. Term and Termination

- a. The initial term of this Agreement will commence on the Effective Date and will continue for a period of three (3) years.
- b. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.
- c. Either party may terminate this Agreement (i) immediately upon written notice to the other party if either party shall become bankrupt or insolvent as evidenced by applicable governmental filings; or (ii) upon mutual written agreement of the parties.

6. Ownership of Intellectual Property

Title to any proprietary rights in the Software and Licensor's website will remain in and be the sole and exclusive property of Licensor. Licensee will be the owner of all content created and posted by Licensee.

7. Confidentiality

- a. Both parties acknowledge that in the course of performing under this Agreement and providing or receiving information pertaining to this Agreement each party may learn or receive certain confidential and proprietary information relating to the other party's business and other operations, policies, procedures, financial information, computer systems and materials memorializing such information ("Confidential Information"). Licensee specifically acknowledges that the Software and other data on Licensor's Application Server embodies logic, design and coding methodology that constitute Licensor Confidential Information. Licensor specifically acknowledges that all data pertaining to Licensee disclosed to Licensor in connection with the performance of this Agreement and residing on Licensor's Application Server constitutes Licensee Confidential Information. During the period this Agreement is in effect and at all times

after its termination, each party and its employees and agents shall maintain the confidentiality of the other party's information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party shall retain sole ownership of its own Confidential Information.

- b. This obligation does not apply to information that: (i) is or becomes, through no act or failure to act on the part of the disclosing party, generally known or available; (ii) is already known by the receiving party at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing party. In addition, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

8. Warranty and Disclaimer

Licensor warrants that the Software is developed and will perform in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

9. Limitation of Liability, Indemnification

Neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to this Agreement, performance hereunder or the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

Each party's total liability arising as a result of or related to this Agreement, performance hereunder or the use of the Software, regardless of cause or theory of recovery, shall not exceed the total amount of fees paid by Licensee to Licensor during the twelve-month period immediately preceding the occurrence, act or omission giving rise to the claim.

10. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld; provided, however, that Licensor may assign this Agreement as part of a transfer of substantially all of its business and assets related to performance of this Agreement. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration; Governing Law

The parties shall settle any controversy arising out of this Agreement by arbitration in Orange County, Maryland, in accordance with the rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

The parties agree that this Agreement and any dispute hereunder will be governed by and construed and interpreted in accordance with the laws of the State of California, excluding any choice-of-law principles that would permit application of the laws of a jurisdiction other than such state. The courts of California will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement.

13. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the

party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of both parties hereto.

15. Web Hosting Acceptable Use Policy

Web hosting and acceptable use policy is described in detail on the attached Exhibit C (Web Hosting Acceptable Use Policy).

16. Survival

The provisions of this Agreement which by their explicit terms or their manifest intent are to survive, including without limitation those which relate to confidentiality, indemnification and limitation of liability, shall survive expiration or termination of this Agreement.

17. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: PrestoSports

Client: Rancho Santiago Community College District
Santa Ana College, 1530 W. 17th St, Santa Ana, CA
92706

By: _____

By: _____

Print Name: Serge Knystautas

Print Name: Peter J. Hardash

Title: CEO

Title: Vice Chancellor, Business Operations and
Fiscal Services

Date:

Date:

EXHIBIT A: SERVICES AGREEMENT

PREAMBLE

This Services Agreement accompanies an Application Services Agreement (the "Agreement") that has been executed by the parties. All statements contained in this Services Agreement are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Services Agreement.

1. Project Background

Licensor will redesign and host the athletic website of Santa Ana College for three (3) years using the PrestoSports software. The PrestoSports software is a content management system tailored for the needs of athletic organizations. It will allow athletic staff to manage an athletic website using a simple administrative website.

2. Scope

Schedule	Description
Phase I Planning (Two weeks)	<ul style="list-style-type: none"> • Introduction to PrestoSports admin system (Licensor) • Schedule design call date and time (Licensor and Licensee) • Conduct design call (Licensor and Licensee) • Review and approve design notes (Licensee) • Upload necessary images (Licensee) • DNS (Licensor and Licensee)
Phase II Artistic Design (Two weeks)	<ul style="list-style-type: none"> • Default and training sites shared (Licensor) • Review of design revisions (two (2) - rounds) and approval (Licensee) • For each rendition share with client new design (Licensor) • Training (Licensor and Licensee) • Data migration (Licensee)
Phase III - Website Breakdown (Two weeks)	<ul style="list-style-type: none"> • Continued data migration (Licensee) • Page set up for non-sport pages (Licensor) • Site breakdown and implementation of features (Licensor)
Phase IV - Review and QC (Two weeks)	<ul style="list-style-type: none"> • Continued data migration and training (Licensee) • Register URL to search engines (Licensor) • Implement any unique features (Licensor) • QC on site (Licensor)

NOTE: Timeframes noted above are estimates

3. Project Deliverables

- a. Site setup.
- b. Website graphic design, including two rounds of proofs. Any additional proofs requested will incur an additional cost of \$1,000 per round.
- c. Hosting of athletic website with up to 5 GB of data space and 10 GB of media file space.
- d. Three (3) user accounts to manage the athletics website.

4. Costs

Year 1 AUGUST 15, 2012-AUGUST 14, 2013

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and select upgrades to platform upon availability	\$4,000.00
TOTAL	\$4,000.00

Year 2 AUGUST 15, 2013-AUGUST 14, 2014

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and select upgrades to platform upon availability	\$4,000.00
TOTAL	\$4,000.00

Year 3 AUGUST 15, 2014-AUGUST 14, 2015

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and select upgrades to platform upon availability	\$4,250.00
TOTAL	\$4,250.00

5. Storage and Bandwidth

Licensee is allocated five (5) GB of space on the Application Server for storage of data necessary for use of the Software. Licensee is also provided bandwidth transfer capacity of fifty (50) GB/month.

Additionally, Licensee is granted ten (10) GB of storage space on the media server for storage of video and other media files. In addition, Licensee is provided with a monthly transfer of two hundred and fifty (250) GB/month specifically for video playback and podcasting.

If Licensee exceeds its storage or bandwidth limit, Licensor must notify Licensee that it has exceeded the allowed storage or bandwidth limit.

Licensee will have 30 days from the date of the notice to address their data size or bandwidth usage.

6. Invoices

All invoices for the total contract year value will be sent on AUGUST 15 of the contract year.

7. Payment

Payment is due thirty (30) days after date of invoice. Licensee may not withhold any amounts due hereunder and Licensor reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and a half (1.5) percent per month or fraction thereof until paid.

EXHIBIT B: SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") sets forth the details regarding the level of service and technical support that apply when Licensee's account is in good financial standing.

1. Downtime

- a. For purposes of this Agreement, a Unit of Downtime is one period of at least one (1) hour during which access to Licensee's website is unavailable because of problems with hardware or system software. Downtime does not include (i) problems caused by factors outside of Licensor's reasonable control, (ii) problems resulting from any actions or inactions by Licensee or any third party, (iii) problems resulting from Licensee's equipment and/or third party equipment not within Licensor sole control, or (iv) network unavailability during scheduled maintenance of Licensor network and/or web servers.
- b. In any calendar month, Licensor guarantees that Downtime will not exceed four (4) Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 2am & 8 am EST. Licensor works to ensure the functioning of all web servers through continuous monitoring by Licensor's staff.
- c. If Downtime exceeds four (4) Units of Downtime in any calendar month, Licensor will, upon Licensee's written request, credit Licensee's account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each instance of Downtime as that term is defined herein.
- d. To receive Downtime Credit, Licensee must request such credit by sending an email to support@prestosports.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in Licensee's final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to Licensee within thirty (30) days of the expiration of Licensee's service agreement.

2. Technical Support

A member of Licensor's technical support help desk staff will be available to assist Licensee with problems and questions regarding the hosting services. Licensor will supply telephone and/or email support to Licensee regarding the hosting services 8 am & 5 pm ET. Additional on-call support is given to Licensee during non-business hours, nights, weekends and all holidays.

Licensee may contact Licensor's technical support help desk via email at support@prestosports.com, or by telephone at 301.656.5504. Licensor may, from time to time, develop additional methods for Licensee to contact the help desk, and will make information regarding such methods available at Licensor's website.

EXHIBIT C: WEB HOSTING ACCEPTABLE USE POLICY

This Acceptable Use Policy sets forth guidelines relating to the types of content that Licensee may upload to the website under Licensee's agreement with Licensor for web hosting services (the "Services"). Licensor may remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this Acceptable Use Policy. Licensor will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of the Services. Licensee's violation of this Acceptable Use Policy may result in the suspension or termination of either Licensee's access to the Services and/or Licensee's account or other actions as detailed in the Application Service Agreement.

1. Acceptable Use

The following constitute violations of this Acceptable Use Policy:

- a. Using the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sexual content, or extreme violence.
- b. Using the Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- c. Using the Services to harm, or attempt to harm, minors in any way.
- d. Using the Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.
- e. Using the Services to make fraudulent misrepresentations or offers including but not limited to offers relating to "pyramid schemes" and "Ponzi schemes."
- f. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Licensor or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- g. Using the Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- h. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- i. Reselling the Services without the prior written authorization of Licensor.

- j. Using the Services to send (unsolicited commercial email) spam.
- k. Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes but is not limited to "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.

2. Reporting of Violations of This Acceptable Use Policy

Licensors requests that anyone who believes that there has been a violation of this Acceptable Use Policy to immediately send an email detailing such violation to support@prestosports.com.

3. Revisions to This Acceptable Use Policy

Licensors may revise, amend or modify this Acceptable Use Policy at any time and in any manner.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**STUDENT SERVICES****SANTIAGO CANYON COLLEGE – SANTA ANA COLLEGE**

To: Board of Trustees	Date: June 18, 2012
Re: Approval of Agreement with Community Services Programs Inc.	
Action: Request for Approval	

BACKGROUND

Section 67385.7 of the Education Code Amendment October 7, 2005:

“Mandatory Orientation: Sexual Violence Prevention Act”, AB 1088, Oropeza requires “The governing board of each community college district, in collaboration with campus-based and community-based victim advocacy organizations, to provide, as part of established on-campus orientations, educational and preventive information about sexual violence to students at all campuses of their respective segments.”

ANALYSIS

This agreement is being renewed to continue providing the Rancho Santiago Community College District at large with a 24 hour hotline to support services for both students and campus constituents responding to victims of sexual assault. Community Service Programs Inc. (CSP) will provide acute crisis counselors and psychological support through the initial report, elective physical evidence examination, and independent on-going advocacy for victims through the adjudication process.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the agreement with Community Services Programs Inc.

Fiscal Impact: None	Board Date: June 18, 2012
Prepared by:	John C. Hernandez, Ph.D., Vice President, Student Services Sara Lundquist, Ph.D., Vice President, Student Services
Submitted by:	Juan Vázquez, President Erlinda J. Martinez, Ed.D., President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Sexual Assault / Abuse Referral Services

THIS AGREEMENT is made and entered into the 1st day of July for 2012, by and between **Community Services Programs Inc.**, hereinafter called the CSP Inc., and **Rancho Santiago Community College District**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and CSP Inc. acknowledge a public obligation to contribute to the mutual goal of providing maximum available assistance to victims of rape and sexual assault.

WHEREAS, the District and CSP Inc. believe that affiliation with and services from the Sexual Assault Victims Services/Prevention Programs described herein will further this goal.

WHEREAS, CSP Inc. in consultation with the appropriate civil jurisdiction of law enforcement have access to both clinical support services personnel and the assessment facility appropriate for the specialized needs of a victim of sexual assault or abuse referral services.

WHEREAS, it is to the benefit of both the District and CSP Inc. as specific needs of any student or staff require crisis services, each will work together to assure that sexual assault and abuse referral services are initiated.

NOW, THEREFORE, the District and CSP Inc. do covenant and agree as follows:

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGES

A. For the Program in General

1. The District and the colleges will assume full responsibility for initiating the call to the CSP Inc. for student/staff victims of Sexual Assault / Abuse Referral services.
2. The District Safety and Security Officers, College Health and Wellness Center Registered Nursing Staff members or alternatively responsible college administrative agents may be asked to schedule meetings to discuss referral procedures or participate in other matters dealing with the quality of support for victims of Sexual Assault or Abuse.
3. Hold Harmless
The **District** shall defend, indemnify and hold **CSP Inc.**, its officers, employees, and agents harmless from and against any and all 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 The **District**, its officers, agents or employees.

B. For Program Planning

1. The District, in collaboration with CSP, may schedule future meetings with CSP Inc. staff, for the purpose of training of protocol, discussing victim issues, and evaluating this referral program.

PART III.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF CSP Inc.

A. For the Program in General

1. CSP Inc. will maintain state penal code staffing standards, and maintain personnel who are in its opinion, capable and qualified in those the support and care in which students/staff are placed.
2. CSP Inc. will respond to the hot line 24 hours a day, 7 days a week to provide support to the victim during the initial crisis and examination.
3. CSP Inc. will provide an on call staff member via hotline who will function as a referral protocol coordinator for the District's employees.
4. CSP Inc. will provide continuing support, advocacy, and counseling services for victims of sexual abuse or assault.
5. The administration of the service at CSP Inc. shall be the sole responsibility of and under the control and supervision of CSP Inc. and shall be administered through CSP Inc. staff.
6. If requested, CSP Inc. will provide an orientation for administrators, staff and faculty to familiarize them with CSP Inc. policies, program services and victim issues.
7. **CSP Inc.**, shall defend, indemnify and hold The **District**, its officers, employees and agents harmless from and against any and all 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 **CSP Inc.**, its officers, agents or employees.

PART IV.

JOINT RESPONSIBILITIES AND PRIVILEGES

A. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall maintain and secure at its own expense comprehensive general liability, property damage insurance, and professional liability of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

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

Agency:
Community Service Programs Inc.

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

Community Service Programs Inc.
1821 E. Dyer Road Suite 200
Santa Ana, California 92705

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

Name: Ronnetta Johnson
Title: Administrative Director

Date: _____

Check Registers Submitted for Approval
Checks Written for Period 05/12/12 thru 06/08/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53926	General Fund Unrestricted	10,289.00	0.00	10,289.00	92*0319257	92*0319263
53927	General Fund Unrestricted	212,422.40	0.00	212,422.40	92*0319264	92*0319326
53945	General Fund Unrestricted	12,867.21	0.00	12,867.21	92*0319440	92*0319443
53947	General Fund Unrestricted	1,523.11	0.00	1,523.11	92*0319453	92*0319462
53948	General Fund Unrestricted	3,640.78	0.00	3,640.78	92*0319463	92*0319470
53949	General Fund Unrestricted	13,220.74	0.00	13,220.74	92*0319474	92*0319477
53950	General Fund Unrestricted	2,553.69	0.00	2,553.69	92*0319478	92*0319484
53952	General Fund Unrestricted	7,344.36	0.00	7,344.36	92*0319496	92*0319496
53953	General Fund Unrestricted	10,437.90	0.00	10,437.90	92*0319497	92*0319533
53959	General Fund Unrestricted	7,832.78	0.00	7,832.78	92*0319558	92*0319561
53960	General Fund Unrestricted	24,159.26	0.00	24,159.26	92*0319563	92*0319563
53963	General Fund Unrestricted	511.09	0.00	511.09	92*0319580	92*0319585
53964	General Fund Unrestricted	3,082.46	0.00	3,082.46	92*0319586	92*0319592
53965	General Fund Unrestricted	51,861.43	0.00	51,861.43	92*0319593	92*0319596
53966	General Fund Unrestricted	2,188.71	0.00	2,188.71	92*0319598	92*0319602
53967	General Fund Unrestricted	18,930.35	0.00	18,930.35	92*0319603	92*0319605
53968	General Fund Unrestricted	2,655.00	0.00	2,655.00	92*0319606	92*0319610
53970	General Fund Unrestricted	1,419.52	0.00	1,419.52	92*0319616	92*0319619
53971	General Fund Unrestricted	12,068.54	0.00	12,068.54	92*0319620	92*0319623
53975	General Fund Unrestricted	57,396.70	0.00	57,396.70	92*0319634	92*0319717
53976	General Fund Unrestricted	24,977.20	0.00	24,977.20	92*0319718	92*0319755
53977	General Fund Unrestricted	22,540.00	0.00	22,540.00	92*0319756	92*0319777
53978	General Fund Unrestricted	114,261.29	0.00	114,261.29	92*0319778	92*0319862
53979	General Fund Unrestricted	115,096.45	0.00	115,096.45	92*0319863	92*0319937
53984	General Fund Unrestricted	1,087.35	0.00	1,087.35	92*0319975	92*0319975
53985	General Fund Unrestricted	11,216.79	0.00	11,216.79	92*0319979	92*0319984
53986	General Fund Unrestricted	815.07	0.00	815.07	92*0319985	92*0319990
53989	General Fund Unrestricted	2,125.57	0.00	2,125.57	92*0320002	92*0320010
53990	General Fund Unrestricted	748.40	0.00	748.40	92*0320012	92*0320018
53992	General Fund Unrestricted	45,763.95	0.00	45,763.95	92*0320020	92*0320023
53993	General Fund Unrestricted	5,341.00	0.00	5,341.00	92*0320024	92*0320025
53994	General Fund Unrestricted	10,467.59	0.00	10,467.59	92*0320026	92*0320034
54007	General Fund Unrestricted	1,902.03	0.00	1,902.03	92*0320094	92*0320099
54008	General Fund Unrestricted	1,899.75	0.00	1,899.75	92*0320100	92*0320104
54009	General Fund Unrestricted	7,435.04	0.00	7,435.04	92*0320106	92*0320106
54012	General Fund Unrestricted	8,178.86	0.00	8,178.86	92*0320118	92*0320124
54020	General Fund Unrestricted	13,214.66	0.00	13,214.66	92*0320154	92*0320155
54021	General Fund Unrestricted	19,179.90	0.00	19,179.90	92*0320156	92*0320156
54023	General Fund Unrestricted	267.70	0.00	267.70	92*0320165	92*0320167
54025	General Fund Unrestricted	316.98	0.00	316.98	92*0320181	92*0320187
54026	General Fund Unrestricted	2,680.10	0.00	2,680.10	92*0320190	92*0320196

5.1 (1)

Check Registers Submitted for Approval
 Checks Written for Period 05/12/12 thru 06/08/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54027	General Fund Unrestricted	523.54	0.00	523.54	92*0320199	92*0320199
54028	General Fund Unrestricted	18,710.00	0.00	18,710.00	92*0320201	92*0320202
54029	General Fund Unrestricted	3,634.01	0.00	3,634.01	92*0320204	92*0320205
54031	General Fund Unrestricted	1,343.88	0.00	1,343.88	92*0320217	92*0320218
54032	General Fund Unrestricted	88,038.40	0.00	88,038.40	92*0320220	92*0320222
54034	General Fund Unrestricted	2,959.20	0.00	2,959.20	92*0320225	92*0320225
54035	General Fund Unrestricted	15,805.00	0.00	15,805.00	92*0320230	92*0320299
54036	General Fund Unrestricted	15,382.00	0.00	15,382.00	92*0320300	92*0320303
54037	General Fund Unrestricted	82,540.00	0.00	82,540.00	92*0320304	92*0320345
54038	General Fund Unrestricted	2,562.10	0.00	2,562.10	92*0320346	92*0320348
54039	General Fund Unrestricted	1,635.30	0.00	1,635.30	92*0320352	92*0320353
54041	General Fund Unrestricted	1,265.92	0.00	1,265.92	92*0320359	92*0320362
54042	General Fund Unrestricted	3,383.82	0.00	3,383.82	92*0320366	92*0320367
54043	General Fund Unrestricted	22,163.95	0.00	22,163.95	92*0320368	92*0320371
54044	General Fund Unrestricted	482.54	0.00	482.54	92*0320372	92*0320375
54045	General Fund Unrestricted	5,648.62	0.00	5,648.62	92*0320381	92*0320388
54046	General Fund Unrestricted	2,268.66	0.00	2,268.66	92*0320389	92*0320394
54047	General Fund Unrestricted	13,349.94	0.00	13,349.94	92*0320395	92*0320395
54051	General Fund Unrestricted	2,081.00	0.00	2,081.00	92*0320405	92*0320405
54052	General Fund Unrestricted	320.25	0.00	320.25	92*0320407	92*0320407
54053	General Fund Unrestricted	5,499.00	0.00	5,499.00	92*0320414	92*0320418
54054	General Fund Unrestricted	11,301.30	0.00	11,301.30	92*0320419	92*0320423
54055	General Fund Unrestricted	16,200.00	0.00	16,200.00	92*0320424	92*0320426
54056	General Fund Unrestricted	3,779.91	0.00	3,779.91	92*0320428	92*0320434
54058	General Fund Unrestricted	5,735.43	0.00	5,735.43	92*0320441	92*0320444
54059	General Fund Unrestricted	1,800.00	0.00	1,800.00	92*0320448	92*0320449
54060	General Fund Unrestricted	33,731.50	0.00	33,731.50	92*0320451	92*0320451
54063	General Fund Unrestricted	2,849.00	0.00	2,849.00	92*0320457	92*0320464
54065	General Fund Unrestricted	613.00	0.00	613.00	92*0320468	92*0320468
54066	General Fund Unrestricted	1,350.65	0.00	1,350.65	92*0320475	92*0320475
54067	General Fund Unrestricted	3,108.61	0.00	3,108.61	92*0320477	92*0320485
54069	General Fund Unrestricted	3,555.76	0.00	3,555.76	92*0320493	92*0320500
54070	General Fund Unrestricted	7,055.77	0.00	7,055.77	92*0320501	92*0320504
54071	General Fund Unrestricted	7,033.48	0.00	7,033.48	92*0320505	92*0320507
54073	General Fund Unrestricted	10,643.00	0.00	10,643.00	92*0320514	92*0320518
54074	General Fund Unrestricted	40,322.65	0.00	40,322.65	92*0320519	92*0320541
54075	General Fund Unrestricted	36,960.00	0.00	36,960.00	92*0320542	92*0320626
54076	General Fund Unrestricted	39,290.00	0.00	39,290.00	92*0320627	92*0320710
54077	General Fund Unrestricted	32,914.00	0.00	32,914.00	92*0320711	92*0320772
54078	General Fund Unrestricted	2,305.69	0.00	2,305.69	92*0320773	92*0320773
54079	General Fund Unrestricted	800.00	0.00	800.00	92*0320775	92*0320775

Check Registers Submitted for Approval
 Checks Written for Period 05/12/12 thru 06/08/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54080	General Fund Unrestricted	1,575,668.01	0.00	1,575,668.01	92*0320783	92*0320784
54081	General Fund Unrestricted	2,714.17	0.00	2,714.17	92*0320786	92*0320793
54082	General Fund Unrestricted	1,868.40	0.00	1,868.40	92*0320795	92*0320799
54084	General Fund Unrestricted	92,165.99	0.00	92,165.99	92*0320801	92*0320804
54085	General Fund Unrestricted	15,109.15	0.00	15,109.15	92*0320806	92*0320810
54086	General Fund Unrestricted	1,248.70	0.00	1,248.70	92*0320811	92*0320815
54087	General Fund Unrestricted	17,701.22	0.00	17,701.22	92*0320816	92*0320819
54088	General Fund Unrestricted	1,998.72	0.00	1,998.72	92*0320826	92*0320831
54089	General Fund Unrestricted	2,198.47	0.00	2,198.47	92*0320835	92*0320835
54090	General Fund Unrestricted	861.10	0.00	861.10	92*0320839	92*0320844
54091	General Fund Unrestricted	11,648.00	0.00	11,648.00	92*0320845	92*0320845
54100	General Fund Unrestricted	9,167.65	0.00	9,167.65	92*0320899	92*0320901
54101	General Fund Unrestricted	2,741.16	0.00	2,741.16	92*0320907	92*0320909
54102	General Fund Unrestricted	1,612.06	0.00	1,612.06	92*0320912	92*0320917
54103	General Fund Unrestricted	1,264.70	0.00	1,264.70	92*0320920	92*0320920
54105	General Fund Unrestricted	2,263.06	0.00	2,263.06	92*0320931	92*0320937
54106	General Fund Unrestricted	3,241.11	0.00	3,241.11	92*0320938	92*0320946
54107	General Fund Unrestricted	2,282.09	0.00	2,282.09	92*0320947	92*0320954
54108	General Fund Unrestricted	1,656.77	0.00	1,656.77	92*0320955	92*0320962
54109	General Fund Unrestricted	24,584.80	0.00	24,584.80	92*0320963	92*0320964
54110	General Fund Unrestricted	17,442.70	0.00	17,442.70	92*0320965	92*0320965
54111	General Fund Unrestricted	27,496.50	0.00	27,496.50	92*0320966	92*0320966
54112	General Fund Unrestricted	4,539.80	0.00	4,539.80	92*0320967	92*0320972
54117	General Fund Unrestricted	3,505.50	0.00	3,505.50	92*0320984	92*0320989
54118	General Fund Unrestricted	421.60	0.00	421.60	92*0320993	92*0320993
54119	General Fund Unrestricted	2,470.77	0.00	2,470.77	92*0320994	92*0321000
54120	General Fund Unrestricted	48,917.70	0.00	48,917.70	92*0321001	92*0321002
54121	General Fund Unrestricted	2,392.16	0.00	2,392.16	92*0321004	92*0321005
54124	General Fund Unrestricted	24,203.37	0.00	24,203.37	92*0321011	92*0321013
54125	General Fund Unrestricted	3,768.55	0.00	3,768.55	92*0321014	92*0321021
54126	General Fund Unrestricted	1,610.66	0.00	1,610.66	92*0321025	92*0321027
54127	General Fund Unrestricted	1,659.22	0.00	1,659.22	92*0321028	92*0321033
54128	General Fund Unrestricted	876.03	0.00	876.03	92*0321034	92*0321036
54129	General Fund Unrestricted	6,667.00	0.00	6,667.00	92*0321044	92*0321045
54130	General Fund Unrestricted	3,395.54	0.00	3,395.54	92*0321046	92*0321052
54131	General Fund Unrestricted	995.01	0.00	995.01	92*0321053	92*0321054
54132	General Fund Unrestricted	663.18	0.00	663.18	92*0321058	92*0321062
54133	General Fund Unrestricted	5,231.53	0.00	5,231.53	92*0321063	92*0321067
54134	General Fund Unrestricted	4,711.43	0.00	4,711.43	92*0321068	92*0321071
54136	General Fund Unrestricted	1,317.61	0.00	1,317.61	92*0321083	92*0321085
54137	General Fund Unrestricted	27,463.75	0.00	27,463.75	92*0321088	92*0321088

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54138	General Fund Unrestricted	1,388.00	0.00	1,388.00	92*0321089	92*0321089
54148	General Fund Unrestricted	309.70	0.00	309.70	92*0321237	92*0321237
54149	General Fund Unrestricted	1,259.31	0.00	1,259.31	92*0321242	92*0321248
54150	General Fund Unrestricted	2,984.55	0.00	2,984.55	92*0321250	92*0321258
54151	General Fund Unrestricted	12,999.26	0.00	12,999.26	92*0321259	92*0321263
54152	General Fund Unrestricted	3,733.56	0.00	3,733.56	92*0321266	92*0321269
54153	General Fund Unrestricted	150.00	0.00	150.00	92*0321272	92*0321272
54154	General Fund Unrestricted	9,850.88	0.00	9,850.88	92*0321276	92*0321283
54158	General Fund Unrestricted	3,996.50	0.00	3,996.50	92*0321290	92*0321306
Total Fund 11 General Fund Unrestricted		<u><u>\$3,415,284.29</u></u>	<u><u>\$0.00</u></u>	<u><u>\$3,415,284.29</u></u>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53946	General Fund Restricted	3,308.54	0.00	3,308.54	92*0319444	92*0319452
53947	General Fund Restricted	1,202.73	0.00	1,202.73	92*0319457	92*0319459
53949	General Fund Restricted	11,081.02	0.00	11,081.02	92*0319471	92*0319473
53951	General Fund Restricted	2,996.04	0.00	2,996.04	92*0319485	92*0319493
53952	General Fund Restricted	4,442.44	0.00	4,442.44	92*0319494	92*0319495
53959	General Fund Restricted	8,728.21	0.00	8,728.21	92*0319555	92*0319559
53960	General Fund Restricted	25,992.71	0.00	25,992.71	92*0319562	92*0319562
53961	General Fund Restricted	3,268.86	0.00	3,268.86	92*0319564	92*0319571
53962	General Fund Restricted	742.42	0.00	742.42	92*0319572	92*0319579
53963	General Fund Restricted	192.50	0.00	192.50	92*0319581	92*0319581
53964	General Fund Restricted	956.92	0.00	956.92	92*0319589	92*0319589
53966	General Fund Restricted	730.05	0.00	730.05	92*0319597	92*0319601
53970	General Fund Restricted	58.86	0.00	58.86	92*0319615	92*0319615
53971	General Fund Restricted	2,926.59	0.00	2,926.59	92*0319624	92*0319626
53980	General Fund Restricted	4,500.00	0.00	4,500.00	92*0319938	92*0319946
53981	General Fund Restricted	4,500.00	0.00	4,500.00	92*0319947	92*0319955
53982	General Fund Restricted	4,000.00	0.00	4,000.00	92*0319956	92*0319963
53983	General Fund Restricted	1,257.95	0.00	1,257.95	92*0319964	92*0319974
53984	General Fund Restricted	12,665.02	0.00	12,665.02	92*0319976	92*0319978
53985	General Fund Restricted	1,321.93	0.00	1,321.93	92*0319980	92*0319980
53986	General Fund Restricted	176.36	0.00	176.36	92*0319986	92*0319989
53987	General Fund Restricted	307.60	0.00	307.60	92*0319991	92*0319996
53988	General Fund Restricted	1,149.40	0.00	1,149.40	92*0319997	92*0320001
53990	General Fund Restricted	2,156.83	0.00	2,156.83	92*0320011	92*0320017
53991	General Fund Restricted	49,570.62	0.00	49,570.62	92*0320019	92*0320019
53995	General Fund Restricted	6,891.40	0.00	6,891.40	92*0320035	92*0320043
53996	General Fund Restricted	2,984.74	0.00	2,984.74	92*0320044	92*0320047
54006	General Fund Restricted	2,996.04	0.00	2,996.04	92*0320087	92*0320093
54007	General Fund Restricted	248.76	0.00	248.76	92*0320096	92*0320096
54008	General Fund Restricted	2,500.00	0.00	2,500.00	92*0320105	92*0320105
54009	General Fund Restricted	3,605.51	0.00	3,605.51	92*0320107	92*0320108
54010	General Fund Restricted	2,587.09	0.00	2,587.09	92*0320109	92*0320112
54011	General Fund Restricted	8,658.30	0.00	8,658.30	92*0320113	92*0320117
54012	General Fund Restricted	3,793.96	0.00	3,793.96	92*0320120	92*0320123
54022	General Fund Restricted	594.75	0.00	594.75	92*0320157	92*0320164
54023	General Fund Restricted	969.77	0.00	969.77	92*0320168	92*0320172
54024	General Fund Restricted	286.30	0.00	286.30	92*0320173	92*0320180
54025	General Fund Restricted	1,504.77	0.00	1,504.77	92*0320182	92*0320186
54026	General Fund Restricted	1,420.05	0.00	1,420.05	92*0320188	92*0320193
54027	General Fund Restricted	935.72	0.00	935.72	92*0320197	92*0320200
54028	General Fund Restricted	8,481.28	0.00	8,481.28	92*0320203	92*0320203

Check Registers Submitted for Approval
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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54029	General Fund Restricted	8,413.99	0.00	8,413.99	92*0320206	92*0320208
54031	General Fund Restricted	1,086.75	0.00	1,086.75	92*0320214	92*0320219
54033	General Fund Restricted	807.83	0.00	807.83	92*0320223	92*0320224
54034	General Fund Restricted	18,288.73	0.00	18,288.73	92*0320226	92*0320229
54039	General Fund Restricted	1,654.12	0.00	1,654.12	92*0320349	92*0320351
54040	General Fund Restricted	87,473.03	0.00	87,473.03	92*0320354	92*0320356
54041	General Fund Restricted	1,004.27	0.00	1,004.27	92*0320357	92*0320363
54042	General Fund Restricted	4,692.92	0.00	4,692.92	92*0320364	92*0320365
54043	General Fund Restricted	8,984.39	0.00	8,984.39	92*0320370	92*0320370
54044	General Fund Restricted	1,002.91	0.00	1,002.91	92*0320376	92*0320380
54045	General Fund Restricted	2,444.34	0.00	2,444.34	92*0320383	92*0320384
54052	General Fund Restricted	472.91	0.00	472.91	92*0320406	92*0320413
54055	General Fund Restricted	6,000.00	0.00	6,000.00	92*0320427	92*0320427
54057	General Fund Restricted	3,390.09	0.00	3,390.09	92*0320435	92*0320439
54058	General Fund Restricted	455.81	0.00	455.81	92*0320440	92*0320440
54059	General Fund Restricted	1,513.23	0.00	1,513.23	92*0320445	92*0320450
54064	General Fund Restricted	43,296.20	0.00	43,296.20	92*0320465	92*0320466
54065	General Fund Restricted	1,506.21	0.00	1,506.21	92*0320467	92*0320471
54066	General Fund Restricted	5,032.01	0.00	5,032.01	92*0320472	92*0320476
54068	General Fund Restricted	999.07	0.00	999.07	92*0320486	92*0320492
54070	General Fund Restricted	3,258.62	0.00	3,258.62	92*0320502	92*0320502
54078	General Fund Restricted	2,500.00	0.00	2,500.00	92*0320774	92*0320774
54079	General Fund Restricted	5,722.67	0.00	5,722.67	92*0320776	92*0320782
54081	General Fund Restricted	2,663.60	0.00	2,663.60	92*0320785	92*0320794
54085	General Fund Restricted	3,620.00	0.00	3,620.00	92*0320805	92*0320808
54086	General Fund Restricted	2,007.52	0.00	2,007.52	92*0320812	92*0320813
54087	General Fund Restricted	9,556.93	0.00	9,556.93	92*0320818	92*0320820
54088	General Fund Restricted	953.14	0.00	953.14	92*0320821	92*0320825
54089	General Fund Restricted	990.55	0.00	990.55	92*0320832	92*0320838
54092	General Fund Restricted	1,673.74	0.00	1,673.74	92*0320846	92*0320850
54093	General Fund Restricted	11,180.00	0.00	11,180.00	92*0320851	92*0320858
54094	General Fund Restricted	6,000.00	0.00	6,000.00	92*0320859	92*0320868
54095	General Fund Restricted	6,000.00	0.00	6,000.00	92*0320869	92*0320878
54096	General Fund Restricted	8,400.00	0.00	8,400.00	92*0320879	92*0320892
54100	General Fund Restricted	16,278.15	0.00	16,278.15	92*0320902	92*0320906
54101	General Fund Restricted	9,278.17	0.00	9,278.17	92*0320908	92*0320911
54102	General Fund Restricted	445.85	0.00	445.85	92*0320914	92*0320916
54103	General Fund Restricted	9,448.50	0.00	9,448.50	92*0320918	92*0320919
54104	General Fund Restricted	3,582.20	0.00	3,582.20	92*0320921	92*0320930
54107	General Fund Restricted	275.11	0.00	275.11	92*0320948	92*0320948
54108	General Fund Restricted	920.49	0.00	920.49	92*0320956	92*0320959

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54113	General Fund Restricted	3,638.40	0.00	3,638.40	92*0320973	92*0320978
54118	General Fund Restricted	675.35	0.00	675.35	92*0320990	92*0320992
54121	General Fund Restricted	3,221.98	0.00	3,221.98	92*0321003	92*0321003
54126	General Fund Restricted	1,067.30	0.00	1,067.30	92*0321022	92*0321024
54128	General Fund Restricted	1,111.77	0.00	1,111.77	92*0321037	92*0321040
54129	General Fund Restricted	9,094.87	0.00	9,094.87	92*0321041	92*0321043
54131	General Fund Restricted	692.47	0.00	692.47	92*0321055	92*0321057
54132	General Fund Restricted	3,422.17	0.00	3,422.17	92*0321060	92*0321061
54134	General Fund Restricted	1,000.00	0.00	1,000.00	92*0321069	92*0321069
54135	General Fund Restricted	2,480.11	0.00	2,480.11	92*0321072	92*0321079
54136	General Fund Restricted	411.50	0.00	411.50	92*0321080	92*0321087
54148	General Fund Restricted	2,465.45	0.00	2,465.45	92*0321234	92*0321241
54149	General Fund Restricted	2,323.55	0.00	2,323.55	92*0321244	92*0321249
54152	General Fund Restricted	16,548.37	0.00	16,548.37	92*0321264	92*0321270
54153	General Fund Restricted	3,201.82	0.00	3,201.82	92*0321271	92*0321275
Total Fund 12 General Fund Restricted		<u>\$551,321.20</u>	<u>\$0.00</u>	<u>\$551,321.20</u>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53954	Child Development Fund	2,151.06	0.00	2,151.06	92*0319534	92*0319541
53955	Child Development Fund	7,177.09	0.00	7,177.09	92*0319542	92*0319546
53969	Child Development Fund	6,354.46	0.00	6,354.46	92*0319611	92*0319614
53997	Child Development Fund	12,079.63	0.00	12,079.63	92*0320048	92*0320051
54013	Child Development Fund	457.85	0.00	457.85	92*0320125	92*0320132
54014	Child Development Fund	5,648.78	0.00	5,648.78	92*0320133	92*0320135
54030	Child Development Fund	2,854.24	0.00	2,854.24	92*0320209	92*0320213
54048	Child Development Fund	1,377.75	0.00	1,377.75	92*0320396	92*0320399
54061	Child Development Fund	987.63	0.00	987.63	92*0320452	92*0320455
54072	Child Development Fund	2,902.51	0.00	2,902.51	92*0320508	92*0320513
54097	Child Development Fund	1,228.75	0.00	1,228.75	92*0320893	92*0320894
54114	Child Development Fund	545.11	0.00	545.11	92*0320979	92*0320981
54122	Child Development Fund	1,226.28	0.00	1,226.28	92*0321006	92*0321009
54139	Child Development Fund	6,306.36	0.00	6,306.36	92*0321090	92*0321093
54155	Child Development Fund	15,375.00	0.00	15,375.00	92*0321284	92*0321286
Total Fund 33 Child Development Fund		<u>\$66,672.50</u>	<u>\$0.00</u>	<u>\$66,672.50</u>		

Check Registers Submitted for Approval
 Checks Written for Period 05/12/12 thru 06/08/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53957	Capital Outlay Projects Fund	6,099.66	0.00	6,099.66	92*0319551	92*0319553
53974	Capital Outlay Projects Fund	1,123.16	0.00	1,123.16	92*0319632	92*0319633
54005	Capital Outlay Projects Fund	45,334.05	0.00	45,334.05	92*0320083	92*0320086
54019	Capital Outlay Projects Fund	18,102.00	0.00	18,102.00	92*0320152	92*0320153
54049	Capital Outlay Projects Fund	8,815.99	0.00	8,815.99	92*0320400	92*0320403
54062	Capital Outlay Projects Fund	489.84	0.00	489.84	92*0320456	92*0320456
54099	Capital Outlay Projects Fund	4,390.00	0.00	4,390.00	92*0320898	92*0320898
54116	Capital Outlay Projects Fund	26,740.00	0.00	26,740.00	92*0320983	92*0320983
54143	Capital Outlay Projects Fund	4,689.74	0.00	4,689.74	92*0321107	92*0321107
54157	Capital Outlay Projects Fund	20.08	0.00	20.08	92*0321289	92*0321289
Total Fund 41 Capital Outlay Projects Fu		<u>\$115,804.52</u>	<u>\$0.00</u>	<u>\$115,804.52</u>		

Check Registers Submitted for Approval
 Checks Written for Period 05/12/12 thru 06/08/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53956	Bond Fund, Measure E	29,377.84	0.00	29,377.84	92*0319547	92*0319550
53972	Bond Fund, Measure E	761.45	0.00	761.45	92*0319627	92*0319627
53973	Bond Fund, Measure E	78,815.33	0.00	78,815.33	92*0319628	92*0319631
53998	Bond Fund, Measure E	2,511.24	0.00	2,511.24	92*0320052	92*0320053
53999	Bond Fund, Measure E	131,415.76	0.00	131,415.76	92*0320054	92*0320058
54000	Bond Fund, Measure E	42,800.32	0.00	42,800.32	92*0320059	92*0320062
54001	Bond Fund, Measure E	371,885.03	0.00	371,885.03	92*0320063	92*0320068
54002	Bond Fund, Measure E	275,522.71	0.00	275,522.71	92*0320069	92*0320072
54003	Bond Fund, Measure E	206,716.95	0.00	206,716.95	92*0320073	92*0320078
54004	Bond Fund, Measure E	206,956.39	0.00	206,956.39	92*0320079	92*0320082
54015	Bond Fund, Measure E	142,357.22	0.00	142,357.22	92*0320136	92*0320138
54016	Bond Fund, Measure E	62,564.17	0.00	62,564.17	92*0320139	92*0320142
54017	Bond Fund, Measure E	15,743.50	0.00	15,743.50	92*0320143	92*0320147
54018	Bond Fund, Measure E	70,303.81	0.00	70,303.81	92*0320148	92*0320151
54098	Bond Fund, Measure E	1,637.56	0.00	1,637.56	92*0320895	92*0320897
54115	Bond Fund, Measure E	16,980.25	0.00	16,980.25	92*0320982	92*0320982
54140	Bond Fund, Measure E	24,964.33	0.00	24,964.33	92*0321094	92*0321101
54141	Bond Fund, Measure E	56,063.11	0.00	56,063.11	92*0321102	92*0321104
54142	Bond Fund, Measure E	127,463.61	0.00	127,463.61	92*0321105	92*0321106
54156	Bond Fund, Measure E	4,387.50	0.00	4,387.50	92*0321287	92*0321288
Total Fund 42 Bond Fund, Measure E		<u>\$1,869,228.08</u>	<u>\$0.00</u>	<u>\$1,869,228.08</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54050	Property and Liability Fund	1,110.90	0.00	1,110.90	92*0320404	92*0320404
54144	Property and Liability Fund	14,769.19	0.00	14,769.19	92*0321108	92*0321108
Total Fund 61 Property and Liability Fund		<u><u>\$15,880.09</u></u>	<u><u>\$0.00</u></u>	<u><u>\$15,880.09</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54123	Workers' Compensation Fund	775.87	0.00	775.87	92*0321010	92*0321010
Total Fund 62 Workers' Compensation Fu		<u><u>\$775.87</u></u>	<u><u>\$0.00</u></u>	<u><u>\$775.87</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53958	Student Financial Aid Fund	1,700.00	0.00	1,700.00	92*0319554	92*0319554
54083	Student Financial Aid Fund	221.33	0.00	221.33	92*0320800	92*0320800
Total Fund 74 Student Financial Aid Fund		<u><u>\$1,921.33</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,921.33</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,415,284.29
Total Fund 12 General Fund Restricted	551,321.20
Total Fund 33 Child Development Fund	66,672.50
Total Fund 41 Capital Outlay Projects Fund	115,804.52
Total Fund 42 Bond Fund, Measure E	1,869,228.08
Total Fund 61 Property and Liability Fund	15,880.09
Total Fund 62 Workers' Compensation Fund	775.87
Total Fund 74 Student Financial Aid Fund	1,921.33
Grand Total:	<u><u>\$6,036,887.88</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/01/2012 To 05/31/2012
Board Meeting on 06/18/2012**

BACKGROUND

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

ANALYSIS

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

		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES		50,698
2000	CLASSIFIED SALARIES	33,498	
3000	EMPLOYEE BENEFITS	17,200	
4000	SUPPLIES & MATERIALS		762
5000	OTHER OPERATING EXP & SERVICES		1,397
6000	CAPITAL OUTLAY	2,159	
Total Transfer Fund 11		\$52,857	\$52,857
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		121,003
2000	CLASSIFIED SALARIES	22,908	
3000	EMPLOYEE BENEFITS	13,290	
4000	SUPPLIES & MATERIALS	2,657	
5000	OTHER OPERATING EXP & SERVICES	73,593	
6000	CAPITAL OUTLAY	11,370	
7000	OTHER OUTGO		2,815
Total Transfer Fund 12		\$123,818	\$123,818
<u>Fund 33: Child Development Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		14,000
7900	RESERVE FOR CONTINGENCIES	14,000	
Total Transfer Fund 33		\$14,000	\$14,000
<u>Fund 41: Capital Outlay Projects Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		71,260
6000	CAPITAL OUTLAY		86,000
7900	RESERVE FOR CONTINGENCIES	157,260	
Total Transfer Fund 41		\$157,260	\$157,260
<u>Fund 61: Property and Liability Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		3,500
7900	RESERVE FOR CONTINGENCIES	3,500	
Total Transfer Fund 61		\$3,500	\$3,500
<u>Fund 74: Student Financial Aid Fund</u>			
5000	OTHER OPERATING EXP & SERVICES		2,831
7900	RESERVE FOR CONTINGENCIES	2,831	
Total Transfer Fund 74		\$2,831	\$2,831

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/01/2012 To 05/31/2012
Board Meeting on 06/18/2012**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 11: General Fund Unrestricted</u>			
8800	LOCAL REVENUES	7,026	
2000	CLASSIFIED SALARIES		5,686
3000	EMPLOYEE BENEFITS		1,340
Total Transfer Fund 11		\$7,026	\$7,026
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	(35,625)	
8600	STATE REVENUES	(1,742)	
8800	LOCAL REVENUES	180,704	
1000	ACADEMIC SALARIES		83,283
2000	CLASSIFIED SALARIES		(67,311)
3000	EMPLOYEE BENEFITS		14,641
4000	SUPPLIES & MATERIALS		(26,729)
5000	OTHER OPERATING EXP & SERVICES		(10,463)
6000	CAPITAL OUTLAY		(1,894)
7000	OTHER OUTGO		2,606
7900	RESERVE FOR CONTINGENCIES		149,204
Total Transfer Fund 12		\$143,337	\$143,337
<u>Fund 31: Bookstore Fund</u>			
8800	LOCAL REVENUES	85,000	
3000	EMPLOYEE BENEFITS		36,000
5000	OTHER OPERATING EXP & SERVICES		49,000
Total Transfer Fund 31		\$85,000	\$85,000
<u>Fund 33: Child Development Fund</u>			
8100	FEDERAL REVENUES	869,496	
8600	STATE REVENUES	97,898	
8800	LOCAL REVENUES	(176,289)	
1000	ACADEMIC SALARIES		321,810
2000	CLASSIFIED SALARIES		164,219
3000	EMPLOYEE BENEFITS		181,288
4000	SUPPLIES & MATERIALS		(6,579)
5000	OTHER OPERATING EXP & SERVICES		281,305
6000	CAPITAL OUTLAY		6,422
7900	RESERVE FOR CONTINGENCIES		(157,360)
Total Transfer Fund 33		\$791,105	\$791,105
<u>Fund 41: Capital Outlay Projects Fund</u>			
8800	LOCAL REVENUES	(961,002)	
7900	RESERVE FOR CONTINGENCIES		(961,002)
Total Transfer Fund 41		\$(961,002)	\$(961,002)
<u>Fund 74: Student Financial Aid Fund</u>			
8100	FEDERAL REVENUES	2,936,011	
8600	STATE REVENUES	62,315	
7000	OTHER OUTGO		2,998,326

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/01/2012 To 05/31/2012
Board Meeting on 06/18/2012**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
Total Transfer Fund 74		\$2,998,326	\$2,998,326
<u>Fund 76: Community Education Fund</u>			
8800	LOCAL REVENUES	95,450	
2000	CLASSIFIED SALARIES		6,000
5000	OTHER OPERATING EXP & SERVICES		28,200
7900	RESERVE FOR CONTINGENCIES		61,250
 		<hr/>	<hr/>
Total Transfer Fund 76		\$95,450	\$95,450

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

RECOMMENDATION

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

5.2 (3)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/01/2012 To 05/31/2012
Board Meeting on 06/18/2012**

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
B009589 05/03/12		
1000 ACADEMIC SALARIES		50,698
2000 CLASSIFIED SALARIES	33,498	
3000 EMPLOYEE BENEFITS	17,200	
	\$50,698	\$50,698
Total Reference B009589		
Reason: Special Project Adjustment		
Description: SP#2250 SAC EOPS		
<u>Fund 12: General Fund Restricted</u>		
B009578 05/01/12		
1000 ACADEMIC SALARIES		32,022
2000 CLASSIFIED SALARIES	10,154	
3000 EMPLOYEE BENEFITS		1,938
4000 SUPPLIES & MATERIALS	11,145	
5000 OTHER OPERATING EXP & SERVICES	5,304	
6000 CAPITAL OUTLAY	7,357	
	\$33,960	\$33,960
Total Reference B009578		
Reason: Special Project Adjustment		
Description: Revised budget for SP#1675 SCC Title V Dev HST prog, yr1		
B009613 05/08/12		
1000 ACADEMIC SALARIES		31,590
3000 EMPLOYEE BENEFITS		5,334
5000 OTHER OPERATING EXP & SERVICES	36,924	
	\$36,924	\$36,924
Total Reference B009613		
Reason: Special Project Adjustment		
Description: Res Dev SP#2074 BSI SCC revised budget.		
B009643 05/14/12		
5000 OTHER OPERATING EXP & SERVICES	28,000	
6000 CAPITAL OUTLAY		28,000
	\$28,000	\$28,000
Total Reference B009643		
Reason: Special Project Adjustment		
Description: SP#1102 ABE/SAC equipment purchase.		
<u>Fund 33: Child Development Fund</u>		
B009621 05/09/12		
5000 OTHER OPERATING EXP & SERVICES		14,000
7900 RESERVE FOR CONTINGENCIES	14,000	
	\$14,000	\$14,000
Total Reference B009621		
Reason: Special Project Adjustment		
Description: CDS web designer cost		
<u>Fund 41: Capital Outlay Projects Fund</u>		
B009590 05/03/12		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/01/2012 To 05/31/2012
Board Meeting on 06/18/2012**

BUDGET TRANSFERS	From	To
5000 OTHER OPERATING EXP & SERVICES		15,000
7900 RESERVE FOR CONTINGENCIES	15,000	
	<hr/>	<hr/>
Total Reference B009590	\$15,000	\$15,000
Reason: Special Project Adjustment		
Description: SAC Admin Svcs Library bldg AC compressor replacement/repair.		
 B009593 05/03/12		
5000 OTHER OPERATING EXP & SERVICES		2,260
7900 RESERVE FOR CONTINGENCIES	2,260	
	<hr/>	<hr/>
Total Reference B009593	\$2,260	\$2,260
Reason: Adjustment		
Description: DO Acct increase int exp based on proj costs-last qtr 11/12		
 B009648 05/16/12		
6000 CAPITAL OUTLAY		140,000
7900 RESERVE FOR CONTINGENCIES	140,000	
	<hr/>	<hr/>
Total Reference B009648	\$140,000	\$140,000
Reason: Special Project Adjustment		
Description: Fund new sp Central Plant Energy Analysis at SAC		
 B009673 05/22/12		
5000 OTHER OPERATING EXP & SERVICES		54,000
6000 CAPITAL OUTLAY	54,000	
	<hr/>	<hr/>
Total Reference B009673	\$54,000	\$54,000
Reason: Adjustment		
Description: Cover labor/mat. from D4 to install cabling at OEC, CDC		
<u>Fund 61: Property and Liability Fund</u>		
 B009611 05/07/12		
5000 OTHER OPERATING EXP & SERVICES		3,500
7900 RESERVE FOR CONTINGENCIES	3,500	
	<hr/>	<hr/>
Total Reference B009611	\$3,500	\$3,500
Reason: Adjustment		
Description: funds for Wright Grp June inv.		
<u>Fund 74: Student Financial Aid Fund</u>		
 B009595 05/03/12		
5000 OTHER OPERATING EXP & SERVICES		1,831
7900 RESERVE FOR CONTINGENCIES	1,831	
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Total Reference B009595	\$1,831	\$1,831
Reason: Special Project Adjustment		
Description: DO Acct-Fix Fund 74 negative balances.		
 B009649 05/17/12		
5000 OTHER OPERATING EXP & SERVICES		1,000
7900 RESERVE FOR CONTINGENCIES	1,000	
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Total Reference B009649	\$1,000	\$1,000

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/01/2012 To 05/31/2012
Board Meeting on 06/18/2012**

Reason: Special Project Adjustment
Description: DO Acct-incr grant overaward write off budg-actuals based

BUDGET INCREASES AND DECREASES **Revenue** **Appropriation**

Fund 12: General Fund Restricted

B009671	05/21/12		
8800	LOCAL REVENUES	177,799	
1000	ACADEMIC SALARIES		75,778
2000	CLASSIFIED SALARIES		(25,311)
3000	EMPLOYEE BENEFITS		14,200
4000	SUPPLIES & MATERIALS		(20,861)
5000	OTHER OPERATING EXP & SERVICES		(11,359)
6000	CAPITAL OUTLAY		(3,852)
7900	RESERVE FOR CONTINGENCIES		149,204

Total Reference B009671	\$177,799	\$177,799
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Reason: Special Project Adjustment
Description: SP#3450 SAC Health Services revised budget change.

B009712	05/30/12		
8100	FEDERAL REVENUES	(40,000)	
2000	CLASSIFIED SALARIES		(40,000)

Total Reference B009712	\$(40,000)	\$(40,000)
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Reason: Special Project Adjustment
Description: SAC FSEOG neg bal, stud sal, trans fr FWS for disbursements

Fund 31: Bookstore Fund

B009674	05/25/12		
8800	LOCAL REVENUES	85,000	
3000	EMPLOYEE BENEFITS		36,000
5000	OTHER OPERATING EXP & SERVICES		49,000

Total Reference B009674	\$85,000	\$85,000
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Reason: Adjustment
Description: Aux Svcs year end budget adjustments.

Fund 33: Child Development Fund

B009579	05/02/12		
8100	FEDERAL REVENUES	(16,616)	
8600	STATE REVENUES	97,898	
8800	LOCAL REVENUES	(195,289)	
1000	ACADEMIC SALARIES		32,775
2000	CLASSIFIED SALARIES		23,613
3000	EMPLOYEE BENEFITS		(167)
4000	SUPPLIES & MATERIALS		(6,081)
5000	OTHER OPERATING EXP & SERVICES		1,374
6000	CAPITAL OUTLAY		(121)
7900	RESERVE FOR CONTINGENCIES		(165,400)

Total Reference B009579	\$(114,007)	\$(114,007)
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Reason: New Budget
Description: NEWB#2120 CDS-Revised STEP/COLA budgets 11/12.

B009587	05/02/12		
8100	FEDERAL REVENUES	864,500	
1000	ACADEMIC SALARIES		289,035

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

From 05/01/2012 To 05/31/2012

Board Meeting on 06/18/2012

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
2000	CLASSIFIED SALARIES		140,606
3000	EMPLOYEE BENEFITS		181,455
4000	SUPPLIES & MATERIALS		302
5000	OTHER OPERATING EXP & SERVICES		257,519
6000	CAPITAL OUTLAY		(4,417)

Total Reference B009587		\$864,500	\$864,500
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Reason: New Budget

Description: To adj. for EHS augmentation

B009616 05/08/12

8800	LOCAL REVENUES	19,000	
6000	CAPITAL OUTLAY		10,960
7900	RESERVE FOR CONTINGENCIES		8,040

Total Reference B009616		\$19,000	\$19,000
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Reason: Adjustment

Description: CDS SAC-ECEC fencing, balance to contingency account.

Fund 41: Capital Outlay Projects Fund

B009672 05/22/12

8800	LOCAL REVENUES	(21,191)	
7900	RESERVE FOR CONTINGENCIES		(21,191)

Total Reference B009672		\$(21,191)	\$(21,191)
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Reason: Adjustment

Description: Adjust redevelopment revenue budgets for FY 2011/12

B009708 05/30/12

8800	LOCAL REVENUES	(939,811)	
7900	RESERVE FOR CONTINGENCIES		(939,811)

Total Reference B009708		\$(939,811)	\$(939,811)
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Reason: Adjustment

Description: Adj redevelopment rev budg for FY 2011-2012

Fund 74: Student Financial Aid Fund

B009594 05/03/12

8100	FEDERAL REVENUES	2,258,899	
7000	OTHER OUTGO		2,258,899

Total Reference B009594		\$2,258,899	\$2,258,899
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Reason: Special Project Adjustment

Description: DO Acct-Fix Fund 74 negative balances.

B009646 05/15/12

8100	FEDERAL REVENUES	378,097	
7000	OTHER OUTGO		378,097

Total Reference B009646		\$378,097	\$378,097
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Reason: Special Project Adjustment

Description: DO Acct-fix negative balances in financial aid grant accts.

B009647 05/15/12

8600	STATE REVENUES	30,368	
7000	OTHER OUTGO		30,368

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 05/01/2012 To 05/31/2012
Board Meeting on 06/18/2012**

BUDGET INCREASES AND DECREASES	Revenue	Appropriation
Total Reference B009647	\$30,368	\$30,368
Reason: Special Project Adjustment		
Description: DO Acct-fix negative balances in financial aid grant accts.		
B009699 05/29/12		
8100 FEDERAL REVENUES	270,013	
8600 STATE REVENUES	21,055	
7000 OTHER OUTGO		291,068
	<hr/>	<hr/>
Total Reference B009699	\$291,068	\$291,068
Reason: Special Project Adjustment		
Description: DO Acct-neg bal:incr SAC Pell G5 auth/Cal actual disbursemnt		
B009713 05/30/12		
8100 FEDERAL REVENUES	40,000	
7000 OTHER OUTGO		40,000
	<hr/>	<hr/>
Total Reference B009713	\$40,000	\$40,000
Reason: Special Project Adjustment		
Description: SAC FSEOG neg bal, stud sal, trans fr FWS for disbursements		
<u>Fund 76: Community Education Fund</u>		
B009676 05/25/12		
8800 LOCAL REVENUES	95,450	
2000 CLASSIFIED SALARIES		6,000
5000 OTHER OPERATING EXP & SERVICES		28,200
7900 RESERVE FOR CONTINGENCIES		61,250
	<hr/>	<hr/>
Total Reference B009676	\$95,450	\$95,450
Reason: Adjustment		
Description: Aux Svcs year end budget adjustment.		

RECOMMENDATION

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of the 2012-13 Tentative Budget	
Action:	Request for Approval	

BACKGROUND

In accordance with the California Code of Regulations, Title 5, Section 58305, the governing board of each community college district shall adopt a tentative budget by July 1st of each year.

ANALYSIS

A bound copy of the proposed Tentative Budget has been provided for review. The electronic version is available on the rscdd.edu website. The Tentative Budget contains budgets for all of the funds under the District's purview including the following: General Fund (restricted and unrestricted), Child Development Fund, General Obligation Bond Funds, Bond Interest and Redemption Funds, Capital Outlay Projects Fund, Self-Insurance Funds, Retiree Health Benefits Fund, Student Financial Aid Fund, Diversified Trust Fund, Associated Students Fund, Bookstore Fund and the Community Education Fund.

The Tentative Budget is considered a placeholder budget for operational purposes and was prepared based on the best available information and the budget assumptions recommended by the Budget Allocation and Planning Review Committee (BAPR). These budget assumptions for the Tentative Budget were approved by the Board of Trustees at the April 23, 2012 Board meeting. The proposed Adopted Budget is scheduled to be presented for approval at the September 10, 2012 Board meeting.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2012-13 proposed Tentative Budget as presented.

Fiscal Impact:	As identified in the Tentative Budget	Board Date: June 18, 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**DISTRICT OFFICE – BUSINESS OPERATIONS/FISCAL SERVICES**

To:	Board of Trustees	Date: June 18, 2012
Re:	Adoption of Resolution No. 12-33 - Resolution Ordering an Election and Establishing Specifications of the Election Order for the November 6, 2012 Ballot	
Action:	Request for Adoption of Resolution	

BACKGROUND

In November 2002, the voters approved Measure E allowing for the issuance of \$337,000,000 in general obligation bonds. Since that time the District has diligently been constructing and renovating the facilities in accordance with the bond provisions. All Measure E funds have been allocated with over 90% of bond funds spent for completed projects throughout the district. Both college campuses have recently updated their Educational and Facilities Master Plans. Identified projects in the Facilities Master Plans necessitate additional state and local funding to implement.

ANALYSIS

Two recent voter surveys were conducted to ascertain possible voter support for two potential RSCCD bond measures. Unfortunately, the Santiago Canyon College poll results showed low voter support. The Santa Ana College poll showed very strong support for passage of a bond measure to support the Santa Ana College Facilities Master plans. Poll responders initially indicated 68% support for a proposed bond measure for Santa Ana College for \$198 million at the beginning of the poll. After being told how the funds are needed and how they would be spent, poll responders indicated 81% support for a proposed bond measure. Proposition 39 General Obligation bond measures require a 55% voter approval rate. A proposed bond measure for the Santa Ana College service area will cost the average property owner approximately \$1 (one dollar) per week.

In order for the RSCCD Board of Trustees to place a Santa Ana College Improvement District No 1 bond measure on the November 6, 2012 ballot, the attached resolution ordering the election and directing the Orange County Registrar of Voters is necessary. The district's bond counsel, David G. Casnocha, with the laws firm of Stadling Yocca Carlson & Rauth has prepared the attached resolution ordering the election.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 12-33 ordering an election and establishing specifications of the election order for the November 6, 2012 ballot as presented.

Fiscal Impact:	None	Board Date: June 18, 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	

RESOLUTION NO. 12-33

RESOLUTION OF THE BOARD OF TRUSTEES OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ACTING AS THE LEGISLATIVE BODY OF THE SANTA ANA
COLLEGE IMPROVEMENT DISTRICT NO. 1 ORDERING AN
ELECTION, AND ESTABLISHING SPECIFICATIONS OF THE
ELECTION ORDER

WHEREAS, the Board of Trustees (the “Board”) of the Rancho Santiago Community College District (the “District”) has determined that certain educational facilities and equipment within the boundaries of the Santa Ana College Improvement District No. 1 (the “Improvement District No. 1”) of the Rancho Santiago Community College District, located within Orange County (“Orange County”), need to be constructed, renovated, acquired and equipped to enable the District to maintain Santa Ana College as a valuable community resource, to train and retrain local residents for higher-paying and skilled jobs, and to enhance the educational opportunities of the students in the District who desire to transfer to four-year universities; and

WHEREAS, because the U.C. and State systems are becoming so expensive, more students are relying on community colleges, such as Santa Ana College, and the high quality, affordable college options they provide; and

WHEREAS, in today’s tough economic times and competitive job environment, the District must continue offering local residents access to the education and technologies they need to compete for good paying jobs; and

WHEREAS, to accommodate more students for career training in science, nursing, technology, the trades and other in-demand fields will require investment in Santa Ana College facilities; and

WHEREAS, the Board of Trustees (the “Board”) has determined that the creation of a Science Center for state-of-the art courses in biology, chemistry, and physical sciences as well as the upgrading of the Student and Veterans Service Center to provide counseling and support services to students, military veterans and their families are among the highest priorities of the District; and

WHEREAS, notwithstanding ongoing efforts to obtain sufficient facility money from the State of California (the “State”), the State has been unable to provide the District with enough money for the District to adequately improve Santa Ana College for all its students and that State facility funding is increasingly linked to the District’s ability to locally fund a portion of the costs of Santa Ana College campus upgrades; and

WHEREAS, in the judgment of the Board, it is advisable to provide additional funding for such facility, technology, and safety needs by means of a general obligation bond and that such projects be undertaken in compliance with all laws relating to open and public bidding; and

WHEREAS, Proposition 46, approved by the voters of the State of California on June 3, 1986 (“Proposition 46”), amended Section 1(b) of Article XIII A of the California Constitution by adding a provision which exempts from the 1% of full cash value limitation, those ad valorem taxes used to pay for debt service of any bonded indebtedness for the acquisition or improvement of real

property approved on or after July 1, 1978, by two-thirds of the votes cast by voters voting on the proposition; and

WHEREAS, Chapter 3, Part 10, Division 1, Title 1 (commencing with Section 15300) of the Education Code (the "Act") provides that Improvement District No. 1 may call an election for the purpose of seeking voter approval for the issuance of general obligation bonds by Improvement District No. 1; and

WHEREAS, the Board of Supervisors of Orange County has adopted a resolution causing the provisions of the Act to be applicable within Orange County; and

WHEREAS, on November 7, 2000, the voters of California approved the Smaller Classes, Safer Schools and Financial Accountability Act ("Proposition 39") which, as of its effective date, reduced the voter threshold for *ad valorem* tax levies used to pay for debt service or bonded indebtedness to 55% of the votes cast on a community college district general obligation bond; and

WHEREAS, concurrent with the passage of Proposition 39, Chapter 1.5, Part 10, Division 1, Title 1 (commencing with Section 15264) of the Education Code (the "Act") became operative and established requirements associated with the implementation of Proposition 39; and

WHEREAS, the Board desires to make certain findings herein to be applicable to this election order and to establish certain performance audits, standards of financial accountability and citizen oversight which are contained in Proposition 39 and the Act; and

WHEREAS, the Board determines that, in accordance with Opinion No. 04-110 of the Attorney General of the State of California, the restrictions in Proposition 39, which prohibit any bond money to be used for administrator salaries and other operating expenses of the District shall be strictly enforced by the District's Citizens' Oversight Committee; and

WHEREAS, pursuant to Education Code Section 15270, based upon a projection of assessed property valuation, the Board has determined that, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the Proposition 39 limits per year per \$100,000 of assessed valuation of taxable property; and

WHEREAS, Section 9400 *et seq.* of the Elections Code of the State of California (the "Elections Code") requires that a tax rate statement be contained in all official materials, including any ballot pamphlet prepared, sponsored or distributed by Improvement District No. 1, relating to the election; and

WHEREAS, the Board now desires to authorize the filing of a ballot argument in favor of the proposition to be submitted to the voters at the election; and

WHEREAS, pursuant to the California Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on November 6, 2012, and to request the Orange County Registrar of Voters to perform certain election services for the District; and

WHEREAS, in the judgment of the Board, it is advisable to request the Orange County Registrar of Voters to call an election pursuant to Proposition 39 on the question of whether general

obligation bonds shall be issued and sold on behalf of Improvement District No. 1 for purposes set forth below.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT ACTING AS THE LEGISLATIVE BODY OF THE SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1 DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the Board, pursuant to Education Code Sections 15100 *et seq.* (including Sections 15300 *et seq.*), Sections 15264 *et seq.* and Government Code Section 53506, hereby requests the Orange County Registrar of Voters to call an election under the provisions of Proposition 39 and the Act and submit to the electors of Improvement District No. 1 the question of whether bonds of Improvement District No. 1 in the aggregate principal amount of \$198 million (the “Bonds”) shall be issued and sold to raise money for the purposes described in Exhibits “A” and “B” hereto. Both exhibits are directed to be printed in the voter sample ballot pamphlet.

Section 2. That the date of the election shall be November 6, 2012.

Section 3. That the purpose of the election shall be for the voters in Improvement District No. 1 to vote on a proposition, a copy of which is attached hereto and marked Exhibit “A” and incorporated by reference herein, containing the question of whether Improvement District No. 1 shall issue the Bonds to pay for improvements to the extent permitted by such proposition. In compliance with Proposition 39 and the Act, the ballot proposition in Exhibit “A” is subject to the following requirements and determinations:

(a) the proceeds of the sale of the Bonds shall only be used for the purposes set forth in the ballot measure and not for any other purpose, including faculty and administrator salaries and other college operating expenses;

(b) that the Board, in compliance with Proposition 39, and in establishing the projects set forth in Exhibit “B”, evaluated the safety, enrollment trends, class size, class availability, information technology and the job training needs of the District;

(c) that the Board will cause to be conducted an annual, independent performance audit to ensure that the Bond moneys get expended for the projects identified in Exhibits “A” and “B” hereto;

(d) that the Board will cause an annual, independent financial audit of the proceeds from the sale of Bonds to be conducted until all of the Bond proceeds have been expended and accounted for;

(e) that the Board will cause the appointment of a Citizens’ Oversight Committee in compliance with Education Code Section 15278 no later than 60 days after the Board enters the election results in its minutes pursuant to Education Code Section 15274;

(f) that the tax levy authorized to secure the bonds of this election shall not exceed the Proposition 39 limits per \$100,000 of taxable property in Improvement District No. 1 when assessed valuation is projected by the District to increase in accordance with Article XIII A of the California Constitution.

Section 4. That the authority for ordering the election is contained in Education Code Sections 15100 *et seq.*, 15340 *et seq.* and 15264 *et seq.* and Government Code Section 53506.

Section 5. That the authority for the specifications of this election order is contained in Section 5322 of the Education Code.

Section 6. That the Orange County Registrar of Voters and the Orange County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 6, 2012 within Improvement District No. 1.

Section 7. That this Resolution shall stand as the “order of election” to the Orange County Registrar of Voters to call an election within the boundaries of Improvement District No. 1 on November 6, 2012.

Section 8. That the Secretary of the Board is hereby directed to send a certified copy of this Resolution to the Orange County Registrar of Voters no later than August 10, 2012.

Section 9. That the maturity of any Bonds issued pursuant to Section 15300 *et seq.* of the Education Code hereto shall have a maturity not exceeding twenty-five (25) years, and Bonds issued pursuant to Section 53506 of the Government Code shall have a maturity of not exceeding forty (40) years. The maximum rate of interest on any Bond shall not exceed the maximum rate allowed by Education Code Sections 15140 to 15143, as modified by Government Code Section 53531. The Board approves the Tax Rate Statement on file with the Secretary and directs its publication in accordance with the requirements of the Elections Code.

Section 10. That the Board requests the governing body of any such other political subdivision, or any officer otherwise authorized by law, to partially or completely consolidate such election and to further provide that the canvass be made by any body or official authorized by law to canvass the returns of the election, and that the Board consents to such consolidation.

Section 11. Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of Orange County is requested to permit the Registrar of Voters to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse Orange County, such services to include the publication of a Formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code) pursuant to the terms of Section 5363 of the Education Code and Section 12112 of the Elections Code.

ADOPTED, SIGNED AND APPROVED this 18th day of June, 2012.

BOARD OF TRUSTEES OF THE RANCHO
SANTIAGO COMMUNITY COLLEGE DISTRICT
ACTING AS THE LEGISLATIVE BODY OF THE
SANTA ANA COLLEGE IMPROVEMENT
DISTRICT NO. 1

By _____
Board President Phillip Yarbrough

Attest:

Secretary

STATE OF CALIFORNIA)
)ss
ORANGE COUNTY)

I, Raúl Rodríguez, do hereby certify that the foregoing is a true and correct copy of Resolution No. 12-33, which was duly adopted by the Board of Trustees of the Rancho Santiago Community College District acting as the legislative body of the Santa Ana College Improvement District No. 1 at meeting thereof held on the 18th day of June, 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By _____
Secretary

EXHIBIT A

“To better prepare Santa Ana College students for success in college/careers by upgrading career training facilities for science, nursing, technology and the trades, repair, construct, acquire classrooms, facilities, equipment, upgrade outdated classrooms and computer systems to keep pace with technology, improve student safety, security systems, and qualify for millions in State matching funds, shall the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District issue \$198,000,000 in bonds at legal rates, with independent citizen oversight, no money for administrators, all money staying local?”

Bonds - Yes

Bonds – No

EXHIBIT B
FULL TEXT BALLOT PROPOSITION
SANTA ANA COLLEGE IMPROVEMENT DISTRICT NO. 1
OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOND MEASURE ELECTION NOVEMBER 6, 2012

The following is the full proposition presented to the voters of the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District.

“To better prepare Santa Ana College students for success in college/careers by upgrading career training facilities for science, nursing, technology and the trades, repair, construct, acquire classrooms, facilities, equipment, upgrade outdated classrooms and computer systems to keep pace with technology, improve student safety, security systems, and qualify for millions in State matching funds, shall the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District issue \$198,000,000 in bonds at legal rates, with independent citizen oversight, no money for administrators, all money staying local?”

Bonds – Yes

Bonds – No

PROJECTS

The Board of Trustees of the Rancho Santiago Community College District, to be responsive to the needs of its community, evaluated Santa Ana College’s urgent and critical facility needs, and its capacity to prepare students for success in college and careers, safety issues, class size and offerings, energy cost reduction and information and computer technology, in developing the scope of projects to be funded, as outlined is the Santa Ana College 2011 Facilities Master Plan, incorporated herein by reference in its entirety (the “Master Plan”), and available for review on the District’s website. In developing the scope of projects, the faculty, staff and students have prioritized career training, technology and science training facilities so that the most critical needs that will make Santa Ana College an effective place for learning, are addressed. In the course of developing the Master Plan public input was received. It was concluded that if these facility needs were not addressed now, Santa Ana College would be unable to remain competitive in preparing students for jobs in high demand industries and university transfer. The Board concluded that the longer they waited to repair and upgrade Santa Ana College the more expensive it would be. **In implementing the Santa Ana College Master Plan, the Board of Trustees determines that the Santa Ana College must:**

- (i) **Ensure local students have access to affordable high-quality education and technologies they need to go to four-year universities and compete for good paying jobs;**
- (ii) **Prepare students for high demand jobs which will rebuild and expand our local community;**
- (iii) **Upgrade and expand facilities for career training in science, nursing, technology, the trades and other in-demand fields;**
- (iv) **Upgrade outdated classrooms, labs, libraries and computer systems to keep pace with technology;**

- (v) **Upgrade the Student and Veterans Services Center to provide counseling and support services to students, military veterans and their families;**
- (vi) **Modernize facilities to improve access for students with disabilities; and;**
- (vii) **Adhere to specific accountability safeguards such as:**
 - (a) **Sacramento must be prohibited from taking any of the funds raised,**
 - (b) **All expenditures must be subject to annual independent financial audits,**
 - (c) **No funds can be used for administrators' salaries and pensions,**
 - (d) **All funds must be used locally,**
 - (e) **An independent citizen oversight committee must be appointed to ensure that all funds are spent only as authorized.**

SANTA ANA COLLEGE

Academic Facility and Technology Upgrade Projects To Help Students Transfer To Four-Year Universities Or Be Trained For Good Jobs

Goal and Purpose: Ensuring students are either prepared for transfer to University of California or State college systems or be trained for in-demand, good paying jobs is a major objective of Santa Ana College. Improvements to academic facilities and technology implementations will allow it to continue providing access to affordable, high quality education:

- **Upgrade and expand facilities for career training in science, nursing, technology, the trades and other in-demand fields, such as nursing, allied health, fire training, industrial technology.**
- Upgrade outdated classrooms, science labs, libraries and computer systems to keep pace with technology.
- Construct a science center that will allow for state-of-the-art courses in biology, chemistry and physical science.
- **Upgrade the Student and Veteran Services Center to provide counseling and support services to students, military veterans and their families.**
- Upgrade and replace existing information technology infrastructure and network systems to improve efficiency and increase capacity.
- Install additional electrical service capacity to improve computer technology and Internet access.
- Upgrade and expand telecommunications, internet and network connections.
- Upgrade and replace technology, hardware and software systems.
- Upgrade and replace classroom instructional equipment and acquire library materials and equipment.
- Upgrade academic buildings for expanded classrooms space to accommodate general education college classes.

- Acquire the technology needed to offer a greater number of online courses for students and the community.

**Essential Repair and Construction Projects To
Provide Affordable Access for Students**

Goal and Purpose: Many job training and academic facilities at Santa Ana College need basic repair, renovation, or replacement. Addressing these essential repair and new construction projects at Santa Ana College will allow it to continue to provide high quality, affordable education to local students to be prepared for the 21st Century economy:

- Repair or replace leaky roofs, worn-out floors, old rusty plumbing and faulty electrical systems.
- Replace existing sewer systems to prevent flooding and water damage and reduce future maintenance costs.
- Repair, renovate or replace aging classrooms and facilities, especially those that lack adequate heating, ventilation, air conditioning, electrical and lighting systems.
- Upgrade utility infrastructure such as electric, communications, environmental, sewer and gas systems to improve function, control and energy efficiency and to reduce energy costs.
- Implement ADA accessibility improvements throughout the campus' buildings, classrooms, and other facilities to ensure availability to persons with disabilities.

**21st Century Job Training
and Infrastructure Projects**

Goal and Purpose: Santa Ana College provides essential job training and workforce preparation for students of all ages. In today's economic times, these projects will allow the College to continue offering local residents training and education in the health sciences, occupational therapy, as well as other job training and workforce programs:

- Provide and maintain up-to-date technology, data and communication equipment for job-training programs and facilities.
- Renovate, repair or replace outdated laboratories, classrooms, training centers and support facilities.
- Upgrade and expand telecommunications, Internet and network connections.
- Upgrade and replace technology, hardware and software systems.
- Upgrade and replace classroom instructional equipment.
- Replace or upgrade outdated electrical systems.
- Upgrade earthquake safety for campus facilities and classrooms.
- Upgrade library technology, internet access and research tools.

Energy Efficiency and School Health and Safety Projects

Goal and Purpose: Due to the economy, business in our region are having a hard time finding employees with the right skills for the job. Career training facilities and technical classes are needed to prepare students for high-demand jobs and rebuild our local economy.

Energy Efficiency Returns Savings to the Classroom

- Install energy management systems and energy efficient systems to reduce energy/utility costs and return savings to educational programs.
- Replace existing window systems with energy efficient systems to reduce costs.
- Replace outdated heating and ventilation systems to save money.
- Improve insulation, weather proofing and roofs to reduce costs.

Student Safety

- **Modernize school facilities to improve access for students with disabilities.**
- Improve student safety, emergency preparedness and security systems, including, fire safety equipment, alarms, smoke detectors, sprinklers, emergency lighting, and fire safety doors.
- Remove hazardous materials like asbestos and lead paint from older buildings.
- Inspect for/repair gas pipe leaks, replace broken concrete walks, deteriorated asphalt.
- Replace/upgrade existing signage, bells and clocks.
- Install new security systems, such as security (surveillance) cameras, outdoor lighting, fencing, gates and classroom door locks.
- Replace sewer lines and improve drainage systems to prevent flooding.
- Upgrade roadway and pedestrian paths/walkways for improved safety and access for emergency vehicles, site parking, utilities and grounds.

The listed projects will be completed as needed. Each project is assumed to include its share of furniture, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency. In addition to the listed projects stated above, the Project List at Santa Ana College also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the Project List, payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation, and temporary housing of dislocated college activities caused by construction projects. In addition to the projects listed above, repair, renovation and construction projects may include, but not be limited to, some or all of the following: renovation of student and staff restrooms; landscaping; repair and replacement of heating and ventilation systems; upgrade of facilities for energy efficiencies; repair and replacement of worn-out and leaky roofs, windows, walls doors and drinking fountains; construction

of a fine and performing arts complex to support academic and community use; removal of outdated buildings and construction of new classrooms and support buildings; renovation of locker rooms; installation wiring and electrical systems to safely accommodate computers, technology and other electrical devices and needs; library materials; repair and replacement of fire alarms, emergency communications and security systems; upgrading, resurfacing, replacing or relocating of hard courts, fields, turf and irrigation systems; construct or renovate athletic facilities, gym, field lighting, gym/pool; upgrade classrooms; construct new or upgrade existing parking lots or facilities; repair, upgrade and install interior and exterior lighting systems; replace water and sewer lines and other plumbing system; replace outdated security systems. The upgrading of technology infrastructure includes, but is not limited to, LCD projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, laser printers, digital white boards, document projectors, upgrade voice-over-IP, call manager and network security/firewall, and other miscellaneous equipment and software.

The allocation of bond proceeds will be affected by the District's receipt of State matching funds and the final costs of each project. In the absence of State matching funds, which the District will aggressively pursue to reduce the District's share of the costs of the projects, the District will not be able to complete some of the projects listed above. Some projects may be undertaken as joint use projects in cooperation with other local public or non-profit agencies. The budget for each project is an estimate and may be affected by factors beyond the District's control. The final cost of each project will be determined as plans and construction documents are finalized, construction bids are received, construction contracts are awarded and projects are completed. Based on the final costs of each project, certain of the projects described above may be delayed or may not be completed. Demolition of existing facilities and reconstruction of facilities scheduled for repair and upgrade may occur, if the Board determines that such an approach would be more cost-effective in creating more enhanced and operationally efficient campuses. Necessary site preparation/restoration may occur in connection with new construction, renovation or remodeling, or installation or removal of relocatable classrooms, including ingress and egress, removing, replacing, or installing irrigation, utility lines, trees and landscaping, relocating fire access roads, and acquiring any necessary easements, licenses, or rights of way to the property. Proceeds of the bonds may be used to pay or reimburse the District for the cost of District staff when performing work on or necessary and incidental to bond projects. Bond proceeds shall only be expended for the specific purposes identified herein. The District shall create an account into which proceeds of the bonds shall be deposited and comply with the reporting requirements of Government Code § 53410.

NO ADMINISTRATOR SALARIES. PROCEEDS FROM THE SALE OF THE BONDS AUTHORIZED BY THIS PROPOSITION SHALL BE USED ONLY FOR THE ACQUISITION, CONSTRUCTION, RECONSTRUCTION, REHABILITATION, OR REPLACEMENT OF SCHOOL FACILITIES, INCLUDING THE FURNISHING AND EQUIPPING OF SCHOOL FACILITIES, AND NOT FOR ANY OTHER PURPOSE, INCLUDING TEACHER AND COLLEGE ADMINISTRATOR SALARIES, PENSIONS AND OTHER OPERATING EXPENSES.

FISCAL ACCOUNTABILITY. THE EXPENDITURE OF BOND MONEY ON THESE PROJECTS IS SUBJECT TO STRINGENT FINANCIAL ACCOUNTABILITY REQUIREMENTS. BY LAW, PERFORMANCE AND FINANCIAL AUDITS WILL BE PERFORMED ANNUALLY, AND ALL BOND EXPENDITURES WILL BE MONITORED BY AN INDEPENDENT CITIZENS' OVERSIGHT COMMITTEE TO ENSURE THAT FUNDS ARE SPENT AS PROMISED AND SPECIFIED. THE CITIZENS' OVERSIGHT COMMITTEE MUST INCLUDE, AMONG OTHERS, REPRESENTATION OF A BONA

FIDE TAXPAYERS ASSOCIATION, A BUSINESS ORGANIZATION AND A SENIOR CITIZENS ORGANIZATION. NO DISTRICT EMPLOYEES OR VENDORS ARE ALLOWED TO SERVE ON THE CITIZENS' OVERSIGHT COMMITTEE.

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Consulting Services Agreement – Facilities Planning & Program Services, Inc.	
Action:	Request for Approval	

BACKGROUND

On June 20, 2011, the Board of Trustees awarded a contract for consulting services to Facilities Planning & Program Services, Inc. (FPPS) to evaluate completed district construction projects to ensure the appropriate close-out with the Division of State Architect (DSA), assist in facilities planning projects, assist in the district-wide surveillance project, development of an updated district-wide Scheduled Maintenance Program and evaluate energy savings options including coordinating the design and implementation plans for central (chiller) plants at both main campuses. FPPS is also evaluating selected district facilities to evaluate seismic retrofitting options and providing oversight for various district construction projects. Mr. Ron Beeler and his staff have been assisting the district with these projects and also evaluating and pursuing energy conservation grants for the district to augment existing district projects.

ANALYSIS

The original approved contract for consulting services expires on June 30, 2012. In order to continue progress on currently assigned projects, augment staff support services and assist with various operational facilities planning issues, it is requested that the current agreement for consulting services be extended through June 30, 2013. The annual contract proposal is \$395,000 plus reimbursable expenses.

RECOMMENDATION

It is recommended that the Board of Trustees approve the consulting services agreement for Facilities Planning & Program Services, Inc. through June 30, 2013 as presented.

Fiscal Impact:	\$395,000 plus reimbursables	Board Date: June 18, 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	



FACILITIES PLANNING & PROGRAM SERVICES, INC.

May 14, 2012

Rancho Santiago CCD
Atten: Peter Hardash, Vice Chancellor
2323 N Broadway
Santa Ana, CA 92706

Attention: Mr. Peter Hardash

Peter,

Facilities Planning and Program Services, Inc. ("FPPS") proposes to provide consulting services to Rancho Santiago Community College District (RSCCD) including, but not limited to, the following:

- Assist RSCCD Facilities Staff in the District's construction program, ensuring compliance with legal and contractual requirements and District policies and objectives.
- Assist with the review of construction plans and drawings to ensure conformance with District requirements.
- Assist the District with securing sources of funding for the District's building programs.
- Assist with the preparation of plans and compliance reporting with Federal, State, Regulatory and local health and safety agencies.
- Assist with the preparation and monitor the implementation of an energy management plan for the District.
- Assist with the preparation of annual plans for submission to the California Community College Chancellor's Office, including, but not limited to, Space Inventories, IPP's and FPP's.
- Prepare and maintain a variety of reports and records related to facilities management functions, operations and activities.
- Assist with the preparation of the annual filing of the five-year plans for facilities and scheduled maintenance by the State.
- Assist with resolving claims and lawsuits involving the District's building program.
- Participate in meetings as required
- Provide assistance in Closing out projects with the Division of the State Architect.

- Provide assistance to the District/Campuses in the implementation of their respective Facilities Master Plans

In addition to the above FPPS proposes to assist the District as an extension of the District Facilities Department in the development of a scheduled maintenance program and the development and implementation of projects identified as priorities in the Scheduled Maintenance Program. FPPS will continue to work with District Staff and Consultants in the implementation of the Camera and Wireless projects, Dunlap Hall, and the development of ADA projects, central plant projects, energy efficiency projects, the development of the District Wide Master Planning Project and any other projects as assigned by the Vice Chancellor of Business Operation/Fiscal Services. In order to accomplish the above work FPPS will bring on additional staff for the first six months of the fiscal year beginning July 1, 2012. If this person is needed beyond the first six months of FY 2012 then the contract will be amended to continue this effort.

FPPS can provide a variety of services with the assistance of a Project Team if the District so desires at a hourly rate and titles as described in the attached "Appendix A" of this document.

FPPS is pleased to offer this proposal in order to extend our services to Rancho Santiago Community College District from July 1, 2012 through to June 30, 2013 for an additional \$395,000. Total reimbursable expenses are set forth in this proposal under "Appendix B" and are in the above stated contract amount. Should you wish to discuss this proposal further, please call me at (714) 267-7209.

Thank you for allowing FPPS the opportunity to offer its services to Rancho Santiago Community College District.

Sincerely,



Ron Beeler, President
Facilities Planning & Program Services, Inc
22607 La Palma Ave. Suite 407
Yorba Linda, CA 92887

Office #: (714) 692-5400
Cell#: (714) 267-7209

**Proposal for Independent Contractor Services between Rancho
Santiago CCD and FPPS**

Appendix A

Project Team:

The proposed project team will be as follows:

Project Manager (Ron Beeler)	\$150.00/Hr
District Project Manager (Bob Partridge)	\$175.00/Hr
Project Leader(s) (Ava Hill, Pat Reish)	\$ 95.00/Hr
Technical Support Staff (Natassia Melendrez)	\$ 70.00/Hr
Administrative Support Staff (Terra Dymond)	\$ 60.00/Hr
Specialty Consultant (Scott Connor)	\$125.00/Hr

Proposal for Independent Contractor Services between Rancho Santiago Community College District and FPPS

Appendix B

District Shall Reimburse FPPS at cost, a reasonable sum for out-of-pocket expenses listed in this Exhibit that are incurred and paid for by FPPS in furtherance of performance of FPPS obligations under this proposal, but only to the extent that such expenses are generated in connection with the operation of projects assigned and only to the extent authorized by Rancho Santiago Community College District.

1. Printing and reproduction expenses for documents beyond that which is included in this proposal;
2. Express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as, but not limited to , timesheets, expense reports, inter-office memoranda, invoices, etc.);
3. Mileage at IRS rate
4. Out of town travel as approved in advance by District Representative
5. Regulatory agency and permit-filing fees that are specific to the project;

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/ FISCAL SERVICES

To: Board of Trustees	Date: June 18, 2012
Re: Approval of Lease Agreement with CouponEx	
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

CouponEx revolutionizes coupon savings with a proprietary card system that eliminates the hassle of finding, sorting, clipping, and using coupons before the expiration date. This simple and easy paperless system provides instant savings to consumers with a swipe of a card.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: April 1, 2012 to March 31, 2013. The square footage for the rentable area included in this lease agreement is 120 square feet.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with CouponEx and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact: \$2,448.00	Board Date: June 18, 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, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/ FISCAL SERVICES

To: Board of Trustees	Date: June 18, 2012
Re: Approval of Lease Agreement with Relecom, LLC	
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

Relecom provides an independent marketing measurement and decision tool. By aggregating key information from across multiple channels, Relecom is able to provide performance ratings and alerts on all digital marketing activity. The information provided by Relecom is designed to allow companies to generate a positive return on every marketing dollar spent

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: May 1, 2012 to April 30, 2013. The square footage for the rentable area included in this lease agreement is 197 square feet.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Relecom, LLC and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact: \$4,018.80	Board Date: June 18, 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, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Awarding Bid #1194 – Santa Ana College Portable Building Certification	
Action:	Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, Bid #1194 Portable Building Certification at Santa Ana College was appropriately advertised and plans/specifications made available to prospective bidders.

ANALYSIS:

Bids were opened on Tuesday May 15, 2012 for Portable Building Certification as noted on the attached Bid Results Form. The lowest cost responsible bidder was De La Torre Commercial Interiors, Inc. for the amount of \$109,960.00.

District staff has provided a “due diligence” review of the lowest responsible bidder De La Torre Commercial Interiors, Inc. and a verification has been made for the appropriate license, complied with necessary bid bond requirements, and has no record of labor complaints.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1194 for the Portable Building Certification to De La Torre Commercial Interiors, Inc. as presented.

Fiscal Impact:	\$109,960.00	Board Date: June 18, 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	



RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

2323 North Broadway
Santa Ana, CA 92706-1640

FACILITY PLANNING

BID RESULTS

BID #1194

PROJECT: Santa Ana College - Portable Building Certification

DUE DATE: May 15, 2012 @ 2 p.m.

	BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
1	De La Torre Commercial Interiors, Inc. 134 W. Lincoln Ave. Orange, CA 92865	\$ 109,960.00				
2	R. Jensen Company 538 Sixth St. Norco, CA 92860	\$ 116,000.00				
3	New Dynasty Construction Co. 12 Mauchly, Unit D Irvine, CA 92618	\$ 132,732.00				
4	Calicorp P. O. Box 372 Corona, CA 92878	\$ 133,400.00				
5	JRH Construction Company, Inc. 1185 Warner Ave. Tustin, CA 92780	\$ 144,319.00				
6	IBN Construction, Inc. P. O. Box 823 Orange, CA 92856	\$ 157,777.00				
7	J M & J Contractors 17110 Santa Catherine St. Fountain Valley, CA 92708	\$ 166,000.00				
8	Fast-Track Construction Corporation 5857 Uplander Way Culver City, CA 90230-6607	\$ 211,400.00				
9						

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Agreement with HMC Architects for Architectural/Engineering Services	
Action:	Request for Approval	

BACKGROUND:

HMC has been providing architectural and planning service for the district. In the process of assessing the overall condition of Dunlap Hall at Santa Ana College it was revealed that the existing concrete landings required immediate attention. The landings will be permanently corrected during the replacement of the handrails. In advance of the long-term repair the landings require interim reinforcement to prevent concrete spalling from falling off the building.

ANALYSIS:

The Architect and Engineer have prepared a method of correction. The proposal is based on services needed to complete the temporary repairs. Scope of work includes plan development, job walk attendance, identify and mark damaged areas, prepare structural notes for method of repair, Bidding support, and two (2) construction site visits.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the HMC proposal for concrete repair services at Dunlap Hall/Santa Ana College as presented.

Fiscal Impact:	\$18,900.00 Plus reimbursables	Board Date: June 18, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

May 23, 2012

Mr. Peter Hardash
Vice Chancellor, Business/Fiscal
Rancho Santiago Community College District
2323 North Broadway, Suite 112
Santa Ana, CA 92706

HMCArchitects

Re: Proposal / Agreement for Interim Concrete Repair Services at Dunlap Hall,
Santa Ana College
HMC #5002011-100

Dear Peter:

HMC is pleased to submit the following Proposal / Agreement to provide Interim Concrete Repair Services for the Dunlap Hall Building at Santa Ana College.

It is understood that the permanent concrete repair work on the building will not be initiated for several months as this engineering is currently being reviewed by the Division of the State Architect. In the time prior to the permanent work starting construction, concrete falling hazards may exist as a result of the presence of existing concrete cracks and spalls on the building. This proposal is for documentation, bid preparation and assistance, and construction observation of interim repairs meant to prevent concrete falling from the building. The following areas are to be contemplated in the temporary concrete repair plan:

- Second, Third, and Fourth level building perimeter walkways and stair bridges
- Stair #1, Stair #2, and Stair #3 concrete stair stringers and landings

Currently, a potential temporary concrete repair method would be the installation of fiber wrap "webbing" material and/or epoxy injection at the areas of concern. Other methods shall be investigated during the design and District coordination process.

A. Scope of Work:

1. Attend one (1) meeting with District representatives to discuss temporary repair options.
2. Address potential design / aesthetic implications as a result of the proposed temporary repairs.
3. Perform one (1) site visit with District representatives to survey locations where concrete spalls and cracks are visually evident.
4. Coordinate temporary repairs with the future work to be completed at Dunlap Hall.
5. Prepare structural notes, plans, and details for the selected temporary interim repair method (one method).
6. Provide Bidding support to the District during the Bidding / RFP process.
7. Respond to Contractor requests for information during Construction.
8. Perform up to two (2) site observation visits during Construction.

Mr. Peter Hardash
Vice Chancellor, Business/Fiscal
May 23, 2012
Page 2

B. Compensation:

HMC will provide the services outlined in the Scope of Work above for a fixed fee of Eighteen Thousand Nine Hundred Dollars (\$18,900).

C. Exclusions:

1. Documentation requiring formal DSA review and approval.
2. Any work requiring a consultant other than a Structural Engineer shall be provided as an additional service.
3. Any services not specifically listed herein.

D. Reimbursable Expenses:

Reimbursable expenses are in addition to the compensation listed above and include expenses in the interest of the services provided such as printing, plotting (including 3D plotting), delivery, and other owner requested plotting or printing. These expenses shall be billed by the Architect to the Owner at 1.10 times the expense incurred.

E. Additional Services:

If Additional Services are required beyond the original Scope of Work, HMC will bill on an hourly basis per Attachment "A", upon written authorization from the District.

F. Other Terms and Conditions of This Proposal / Agreement:

Reference Attachment "B" of this Proposal / Agreement.

G. Authorization/Agreement to Proceed:

HMC ARCHITECTS is hereby requested and authorized by Rancho Santiago Community College District to provide Architectural / Engineering Services as described above. All the foregoing is agreed to and authorized by:

Peter Hardash
Vice Chancellor, Business/Fiscal

Date

Mr. Peter Hardash
Vice Chancellor, Business/Fiscal
May 23, 2012
Page 3

Please review this Proposal / Agreement and if it meets with your approval, please sign and return one (1) original to my attention.

Sincerely,



Kevin Wilkeson, AIA, LEED AP
Principal
License # C-24423

KW:le

cc: Lynete Eloff, File CN-AQA

Encls.: Attachment "A" – HMC Hourly Rate Schedule
Attachment "B" – Other Terms and Conditions

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ATTACHMENT "A"

**HMC Rate Schedule
Standard Hourly Rate by Professional Category
(Not all categories need apply to this contract)**

Description	Rates
Principal in Charge	\$ 195
Project Director	\$ 190
Project Leader/Technical Leader	\$ 135
Sr Project Manager/Sr Project Architect/Sr Technical Manager	\$ 185
Project Manager/Project Architect/Technical Manager	\$ 160
Project Coordinator	\$ 115
Intermediate Drafter	\$ 105
Sr Construction Administrator	\$ 190
Construction Administrator	\$ 140
Construction Administration Support	\$ 80
Design Director	\$ 195
Design Leader	\$ 120
Project Designer	\$ 150
Senior Project Designer	\$ 175
Designer II	\$ 110
Designer	\$ 85
Senior Interior Project Designer	\$ 165
Senior Interior Designer	\$ 170
Interior Design Leader	\$ 115
Interior Designer	\$ 125
Sustainable Design	\$ 135
Cost Estimating	\$ 185
Specifications	\$ 165
Education Facilities Planner	\$ 160
Senior Education Facilities Planner II	\$ 175
Senior Education Facilities Planner I	\$ 195

These are the current hourly rates effective June 1, 2011 through June 30, 2012 and are subject to change one time annually effective June 1st

ATTACHMENT "B"

OTHER TERMS AND CONDITIONS

Retainer

An initial payment of zero (-0-) shall be made upon execution of this Agreement and credited to the fee earned at final payment.

Invoicing

The Architect shall invoice its time and reimbursable expenses monthly, and invoices are due and payable upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of eighteen percent (18%) per annum, pursuant to Civil Code §3320. Should the Owner fail to pay current invoices for more than sixty (60) days, the Architect may stop work on the Project until payment is received or terminate this Agreement with the Owner. The Architect shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this proposal.

The Owner agrees to return disputed invoices within fifteen (15) days of that invoice with a clear description of the nature of the dispute.

Project Suspension/Resumption

If the Project is suspended by the Owner for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services. If the project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate the Agreement, by giving not less than seven (7) days written notice.

Termination

District may direct Architect 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 Architect to comply with its terms and/or conditions; provided that the District gives the Architect written notice specifying the Architect's failure. If within fifteen (15) working days after receipt of such notice, the Architect shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Architect in default and the Contract shall terminate on the date specified on such notice.

Owner's Responsibility

The Owner shall provide full information, including a program which sets forth the Owner's objectives, schedule, constraints, and budget, with reasonable contingencies and criteria. The Owner shall also furnish any reports, tests, surveys, permits, inspection or other documentation of information or consultants reasonably requested by the Architect. All of foregoing shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

Architect of Record

Should the Project proceed beyond the phases of services in this Agreement, the Owner shall designate HMC as the Architect of Record for the Project and will enter into a mutually agreeable Owner/Architect Contract for the remaining phases of services to complete the Project.

Ownership of Documents

The Owner acknowledges that the Architect's Drawings, Specifications, Other Documents, Three Dimensional Computer Models and other design models are instruments of professional services. Nevertheless, the Drawings, Specifications, Other Documents, Three Dimensional Computer Models or other design models prepared under this Agreement shall become the property of the Owner upon completion of this Project and upon payment of all amounts due the Architect. The Architect, however, shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright. Should the Owner or any other person, firm or legal entity use, reuse or modify the Architects' Drawings, Specifications, Other Documents, Three Dimensional Computer Models or other design models prepared under this Agreement, for other than the Owner's use and occupancy of the completed Project, the Owner agrees to indemnify, defend, and hold the Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs, and expenses, including reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entity, arising out of such use, reuse or modification of the Architect's Drawings, Specifications, Other Documents, Three Dimensional Computer Models or other design models, except where the Architect is found to be solely liable for such damages or losses by a court or forum of competent jurisdiction.

Electronic Files

When requested by Owner, the Architect may transfer documents in electronic file formats to the Owner. The creation of the computer files shall be considered an additional service and the Architect shall be compensated on an hourly basis. By accepting these files/disks and the above stipulations, the Owner agrees to indemnify the Architect, its agents and all consultants against all claims, resulting from the use of these files and the information they contain, by the Owner or their own Consultants, Contractor, Subcontractors, suppliers and all others who receive these files or data. In no event shall the Architect be liable for any loss or profit or any consequential damages as a result of the Clients use or reuse of the electronic files. Owner understands and agrees the Architect relies on various forms of data transmission by an uninterrupted delivery of electrical and telephone service as a means of conducting Architect's business, including the Internet, and that the Internet may be used for intentional and malicious purposes, including transmission of electronic applications commonly referred to as computer "viruses" or "worms". While the Architect endeavors to eliminate the propagation of such applications through its systems and network, the Architect has no control over the actions of third party internet service providers or users of the Internet or similar systems. Consequently, the Owner agrees to waive all claims against the Architect for the propagation of virus applications that may cause damage of any kind to the Owner unless the Architect was the creator of the virus.

Software and Data Exchange Protocols

The Owner and Architect shall, at the earliest practical moment, meet and delineate the types of software to be used on the Project and establish protocols, standards and tolerances as may be required for the proper execution of the Work. If applicable, the Owner and Architect shall work together to establish the permitted uses for all digital information, including the Model, to be exchanged on the Project. Such determination shall be set forth in the BIM Addendum, or other similar document, that shall be incorporated by reference into all agreements for services or construction of the Project.

Limitation of Liability

In recognition of the relative risks and benefits of the project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his or her subconsultants to the Owner and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her subconsultants to all those named shall not exceed the Architect's total fee paid for services rendered on this project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. Further, no officer, director, shareholder, or

employee of Architect shall bear any personal liability to Owner for any and all injuries, claims, demands, losses or damages of any nature.

Insurance

During the term of this Agreement, the Architect agrees to provide evidence of insurance coverage of five million dollars (\$5M) Professional Liability (Errors and Omissions). In addition, the Architect agrees to attempt to maintain continuous professional liability coverage for the period of design and construction of this project if such coverage is reasonably available at commercially affordable premiums. The Architect further agrees that the applicable subconsultants will be required to maintain a minimum of one million dollars (\$1,000,000) Professional Liability (Errors and Omissions) coverage. For the purposes of this Agreement "reasonably available" and commercially affordable" shall mean that more than half the Architect's practicing in this state in this discipline are able to obtain such coverage. Nothing contained in the Agreement or otherwise is intended to create a fiduciary relationship between the parties.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Owner and the Architect further agree to include a similar mediation provision in all agreements with independent contractors and consultant retained for the Project and require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

If the parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction. Architect shall make no claim against Owner without first providing Owner with a written notice of damages and providing Owner thirty (30) days to cure before an action is commenced. The Owner shall make no claim either directly or in a third party claim, against Architect unless the Owner has first provided Architect with a written certification executed by an independent architect currently practicing in California. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an architect performing architectural services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Architect not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

Hazardous Materials

It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials or toxic mold at the jobsite, or should it become known in any way that such materials at the jobsite, or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at the Architect's option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant the jobsite is in full compliance with the applicable laws and regulations.

Consequential Damages

The Architect and the Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

Third Party Contracts

The Owner shall, upon request of the Architect, supply a copy of the executed Agreement with the Owner's Construction Manager or Project Management Firm, relating to services provided under this Agreement. The Owner shall require that the Contractor and Construction Manager or Project Management Firm (if any) defend, indemnify and hold harmless the Architect for any claims or damages arising from their respective work on the project.

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Change Order #2, Bid #1179 – Road Alignment/Cul-De-Sac and Parking Lot Expansion at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On January 17, 2012, the Board of Trustees awarded a contract to Los Angeles Engineering Inc. for Bid #1179, Road Alignment/Cul-De-Sac and Parking Lot Expansion at Santa Ana 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 #2.

Change Order #2 increases the contract by \$29,108.88. The revised contract amount is \$2,517,331.88. 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 4.62% 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 #2, Bid #1179 for Los Angeles Engineering Inc., Road Alignment/Cul-De-Sac and Parking Lot Expansion at Santa Ana College as presented.

Fiscal Impact:	\$29,108.88	Board Date: June 18, 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	

CHANGE ORDER

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

Project:	Road Alignment/Cul-D-Sac and Parking Lot Expansion	Bld No. <i>1179</i>	P.O. # <i>P000258</i>
		D.S.A. No. <i>#04-111929</i>	
Contractor:	<i>Los Angeles Engineering Inc.</i>	Change Order No. <i>2</i>	
Architect:	<i>Westberg-White, Inc.</i>	Date: <i>May 30, 2012</i>	

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		\$2,406,180.00
Previous Change Orders	\$82,043.00	
This Change Order	\$29,108.88	
Total Change Orders		\$111,151.88
Revised Contract Amount		\$2,517,331.88
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		22 calendar days
Original Completion Date		May 15, 2013
Revised Contract Completion Date		May 15, 2013
RSCCD Board Approval Date		June 18, 2012

Architect _____ Authorized Signature _____ Date _____

Contractor Name _____ Authorized Signature _____ Date _____

Construction Manager - Bernards _____ 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 92706-1840

Project: *Road Alignment/Cul-D-Sac and Parking Lot Expansion*

Bid No. **1179** P.O. # **P000258**

D.S.A. No. **#04-111929**

Contractor: *Los Angeles Engineering Inc.*

Change Order No. **2**

Architect: *Westberg-White, Inc.*

Date: **May 30, 2012**

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Per Bulletin #6, Demo block wall, footings, steel gate and gate post.</p> <p>REASON: Existing wall with gate and gate post are in the pathway of site improvements.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$4,381.00
2.0	<p>DESCRIPTION: Per Bulletin #8, Required modifications to monument sign base / pilaster</p> <p>REASON: To enhance stability of sign post see- SKA-06-07-08</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: 0 calendar days</p>		\$1,709.00
3.0	<p>DESCRIPTION: Per Bulletin #7, provide equipment necessary for excavation and compaction of masonry wall footing subgrade</p> <p>REASON: Original soils report did not include soils design / information for free standing walls.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: 0 calendar days</p>		\$16,167.00
4.0	<p>DESCRIPTION: Per RFI #2, Provide ceramic tile @ entrance canopies.</p> <p>REASON: Architect elected to add tile to enhance design.</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: 0 calendar days</p>		\$1,397.80

CHANGE ORDER

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

Project: <i>Road Alignment/Cul-D-Sac and Parking Lot Expansion</i>		Bld No. 1179	P.O. # P000258
Contractor: <i>Los Angeles Engineering Inc.</i>		D.S.A. No. #04-111929	
Architect: <i>Westberg-White, Inc.</i>		Change Order No. 2	
		Date: <i>May 30, 2012</i>	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	DESCRIPTION: Remove curb and gutter forms and re-install to accommodate new adjacent grades REASON: Existing asphalt grades vary and forms needed to be adjusted to match. REQUESTOR: Civil Engineer TIME EXTENSION: 0 calendar days		\$5,454.08
Sub-Total		\$0.00	\$29,108.88
Total			\$29,108.88

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Adoption of Resolution No. 12-31 -- Concrete for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete 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 12-31 as well as Exhibit A.

Resolution 12-31 and Change Order #4 as outlined, increases the contract by \$25,041.28. The revised contract amount is \$418,649.28. 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 27.812% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-31, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$25,041.28	Board Date: June 18, 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 LOOP ROAD EXTENSION**

RESOLUTION NO. 12-31

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 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 temporary guardrail barrier and cable rail guardrail at top of retaining wall. 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 \$25,041.28 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 5. 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 18th day of June, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Phillip Yarbrough, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, Arianna P. Barrios, 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 18th day of June, 2012.

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***

CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension

Bid No. 1136 P.O. # 10-BP000257

D.S.A. No. 04-110594

Contractor: Guy Yocom Construction

Change Order No. 4

Architect: LPA Inc

Date: 5/24/12

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		\$307,950.00
Previous Change Orders	\$85,658.00	
This Change Order	\$25,041.28	
Total Change Orders		\$110,699.28
Revised Contract Amount		\$418,649.28
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	5 calendar days	
Total Time Extensions		5 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 24, 2011
RSCCD Board Approval Date		June 18, 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 Loop Road Extension		Bld No. 1136	P.O. # 10-BP000257
Contractor: Guy Yocom Construction		D.S.A. No. 04-110594	
Architect: LPA Inc		Change Order No. 4	
		Date: 5/24/12	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Rerouting of storm drain, including the sawing cutting into existing asphalt.</p> <p>REASON: The point of connection shown on the plans could not be located in the field. RFI # L-031 gave clarification.</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$974.00
2.0	<p>DESCRIPTION: Provide and install temporary guardrail barrier and cable rail guardrail at existing retaining wall.</p> <p>REASON: Construction Change Directive # 006 directed contractor to add cable guardrail at top of retaining wall.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 5 calendar days</p>	\$0.00	\$22,429.95
3.0	<p>DESCRIPTION: Labor and material to extend new sidewalk past point of trip hazard.</p> <p>REASON: New grades did not match existing grades beyond limit of work creating a trip hazard.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$1,637.33
Sub-Total		\$0.00	\$25,041.28
Total			\$25,041.28

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Adoption of Resolution No. 12-32 – 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 12-32 as well as Exhibit A.

Resolution 12-32 and Change Order #3 as outlined, increases the contract by \$10,851.63. The revised contract amount is \$155,226.63. 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 95.3% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-32, Interpipe Construction, Inc. for Bid #1140, plumbing for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$10,851.63	Board Date: June 18, 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. 12-32

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 rerouting eight inch storm drain to new point of connection, cap and abandon the previously installed eight inch storm drain. 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 \$10,851.63 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 5. 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 18th day of June, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Phillip Yarbrough, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

President of the Board of Trustees
Rancho Santiago Community College District

I, Arianna P. Barrios, 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 18th day of June, 2012.

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***

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92708-1840	
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. 3		
Architect: LPA Inc.	Date: May 24, 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	\$64,895.00	
This Change Order	\$10,851.63	
Total Change Orders		\$75,746.63
Revised Contract Amount		\$155,226.63
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	4 calendar days	
Total Time Extensions		4 calendar days
Original Completion Date		October 5, 2011
Revised Contract Completion Date		October 9, 2011
RSCCD Board Approval Date		June 18, 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 Loop Road Extension		Bid No. 1140	P.O. # 10-P0014554
Contractor: Interpipe		D.S.A. No. 04-110594	
Architect: LPA Inc.		Change Order No. 3	
		Date: May 24, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Reroute 8" storm drain to new point of connection, cap and abandon the new installed eight inch storm drain.</p> <p>REASON: Point of connection indicated on plans did not exist, RFI directed abandoning the installed line and rerouting to storm water manhole.</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$10,851.63
Sub-Total		\$0.00	\$10,851.63
Total			\$10,851.63

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Additional Geotechnical Observation & Testing Services for the Athletic/Aquatic Complex 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 Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

Ninyo & Moore have estimated that approximately 90% of the observation and testing has been completed. This estimate is for the 10% of geotechnical services remaining for completion of this project and adds an additional \$10,000.00 to the original contract amount of \$68,968.00. A previous change order was issued for \$12,000.00. The new contract total for this project is \$90,968.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the additional fees for Ninyo & Moore, geotechnical observation and testing services for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$10,000.00	Board Date: June 18, 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	

May 17, 2012
Project No. 206144009

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

Subject: Budget Status
Athletics and Aquatics Complex
Santiago Canyon Community College
Orange, California

References: Ninyo & Moore, 2010, Proposal for Geotechnical Observation and Testing Services, Athletic and Aquatics Facility, Santiago Canyon College, Orange, California, dated April 9.

Rancho Santiago Community College District, 2010, Purchase Order No. 10-P0014720, Santiago Community College, Geotechnical Observation and Testing Services for the Athletic/Aquatic Center, dated May 28.

Dear Mr. Odum:

In accordance with your authorization, we are providing geotechnical observation and testing services during construction of the Athletics and Aquatics Complex 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-P0014720 dated May 28, 2010. A review of our project status indicates that we will exceed the allocated budget to complete the project. This letter provides an updated budget status for the project and our estimated fee to complete the project.

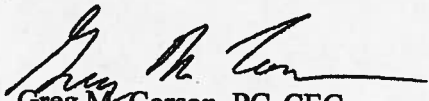
Based on our review of the project status, we estimate that approximately 90 percent of the work requiring geotechnical observation and testing has been completed. Remaining project items that will involve geotechnical observation and testing include: 1) observation and testing during preparation and presaturation of hardscape subgrade, 2) observation and testing of remaining un-


derground utilities, and 3) observation and testing of aggregate base and asphalt concrete for paved areas.

Based on the information outlined above and the project progress, we estimate that our services to complete our proposed scope of work will be an additional approximately \$10,000 (ten thousand dollars). Accordingly, we request that the total budget for observation and testing services be amended to include this additional amount. Since our work depends on the contractor's schedule, whether retesting is required, and the possibility of unexpected field and weather conditions, future budget changes may be warranted. We will keep you apprised of any potential revisions as we become aware of them.

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

Respectfully submitted,
NINYO & MOORE


Greg M. Corson, PG, CEG
Senior Geologist


Lawrence Jansen, PG, CEG
Principal Geologist

GMC/LTJ/mlc

Distribution: (1) Addressee (via e-mail)
(1) Mr. Robb Gumbert, RSCCD (via e-mail)

Authorized By: _____

Date: _____

May 17, 2012
Project No. 206144009

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

Subject: Budget Status
Athletics and Aquatics Complex
Santiago Canyon Community College
Orange, California

References: Ninyo & Moore, 2010, Proposal for Geotechnical Observation and Testing Services, Athletic and Aquatics Facility, Santiago Canyon College, Orange, California, dated April 9.

Rancho Santiago Community College District, 2010, Purchase Order No. 10-P0014720, Santiago Community College, Geotechnical Observation and Testing Services for the Athletic/Aquatic Center, dated May 28.

Dear Mr. Odum:

In accordance with your authorization, we are providing geotechnical observation and testing services during construction of the Athletics and Aquatics Complex 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-P0014720 dated May 28, 2010. A review of our project status indicates that we will exceed the allocated budget to complete the project. This letter provides an updated budget status for the project and our estimated fee to complete the project.

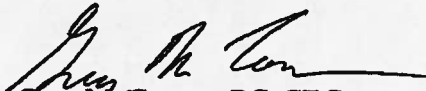
Based on our review of the project status, we estimate that approximately 90 percent of the work requiring geotechnical observation and testing has been completed. Remaining project items that will involve geotechnical observation and testing include: 1) observation and testing during preparation and presaturation of hardscape subgrade, 2) observation and testing of remaining un-


derground utilities, and 3) observation and testing of aggregate base and asphalt concrete for paved areas.

Based on the information outlined above and the project progress, we estimate that our services to complete our proposed scope of work will be an additional approximately \$10,000 (ten thousand dollars). Accordingly, we request that the total budget for observation and testing services be amended to include this additional amount. Since our work depends on the contractor's schedule, whether retesting is required, and the possibility of unexpected field and weather conditions, future budget changes may be warranted. We will keep you apprised of any potential revisions as we become aware of them.

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

Respectfully submitted,
NINYO & MOORE


Greg M. Corson, PG, CEG
Senior Geologist


Lawrence Jansen, PG, CEG
Principal Geologist

GMC/LTJ/mlc

Distribution: (1) Addressee (via e-mail)
(1) Mr. Robb Gumbert, RSCCD (via e-mail)

Authorized By: _____

Date: _____

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Architect Change Order - Athletic/Aquatic 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 provide design and engineer the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

As noted in the attached proposal dated May 5, 2012 from the Austin Company, additional assistance to the construction management team and contractors is required for construction challenges being faced to help expedite the construction schedule activities. An overall extension of the project schedule beyond the original anticipated extension through June 1, 2012 to a new date of September 28, 2012 is needed. Additional service for landscape construction administration for concrete revisions at stairways at the "Walk of Champions" and additional site visits to facilitate design and detailing is also needed.

District staff has reviewed the recommendations 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 \$141,450.00, plus a \$2,000.00 Landscape Architects fee and estimated reimbursable expenses of \$950.00. The revised contract amount is \$2,238,063.00.

RECOMMENDATION:

It is recommended that the Board of Trustees amend and increase the Austin Company architectural agreement in the amount of \$144,400.00 as presented.

Fiscal Impact:	\$143,450.00 plus an estimated \$950.00 in reimbursables	Board Date: June 18, 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	



May 15, 2012

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 #11**

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 June 1st of 2012 base on Change Request Proposal #10 dated December 15, 2011.
- 3) An additional service for landscape Construction Administration for concrete revisions at stairways at "Walk of Champions", additional RFI's, and additional site visits to facilitate design and detailing.
- 4) 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 which change order extended services to an anticipated to be completed date by November 25, 2011, then June 1, 2012, and are now anticipated construction support services completion for September 28, 2012. An Amendment to Article 1, item 3 of the contract agreement should reflect this extension of time to the contract.

3) Additional Landscape Architect Consultant Construction Administration

LPA has provided additional services for landscape Construction Administration for concrete revisions at the stairways at "Walk of Champions", involving additional RFI's, and additional site visits to facilitate design, detailing and field sample reviews.


4) 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 \$ 141,450, plus a Landscape Architects fee for \$ 2,000, and estimated reimbursable expenses of a Not to Exceed (NTE) amount of \$ 950.

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: June 18, 2012
Re:	Approval of Change Order #3, Bid #1136 – Concrete for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete 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 \$42,234.94. The revised contract amount is \$1,362,108.94. 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 4.54% 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 #1136 for Guy Yocom Construction, Inc., concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$42,234.94	Board Date: June 18, 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. 1136	P.O. # 10-BP000253
	D.S.A. No. 04-110212	
Contractor: Guy Yocom Construction	Change Order No. 3	
Architect: LPA Inc	Date: 5/24/12	

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		\$1,302,900.00
Previous Change Orders	\$16,974.00	
This Change Order	\$42,234.94	
Total Change Orders		\$59,208.94
Revised Contract Amount		\$1,362,108.94
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	8 calendar days	
Total Time Extensions		8 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 27, 2011
RSCCD Board Approval Date		June 18, 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. 1136	P.O. # 10-BP000253
		D.S.A. No.	04-110212
Contractor: Guy Yocom Construction		Change Order No. 3	
Architect: LPA Inc		Date: 5/24/12	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION:</p> <p>Provide concrete seat walls and additional flatwork</p> <p>REASON:</p> <p>CCD # 41 requested added seat walls and additional flatwork</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 1 calendar days</p>	\$0.00	\$14,035.01
2.0	<p>DESCRIPTION:</p> <p>Saw cutting, patching of saw cutting and an additional floor flatness report as directed in CCD # 044</p> <p>REASON:</p> <p>CCD #044 directed corrections for deflected metal decking and steel members area on 3rd floor</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$5,296.00
3.0	<p>DESCRIPTION:</p> <p>Provide saw cutting, break and removal of existing concrete flatwork and stem wall.</p> <p>REASON:</p> <p>Portion of this work will be back charged due to trade damages by IMI and Glazcom.</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 5 calendar days</p>	\$0.00	\$4,300.25
4.0	<p>DESCRIPTION:</p> <p>Additional forming, concrete, reinforcing steel, and drilled and epoxied rebar to align edge of slab with Concrete Unit Masonry wall.</p> <p>REASON:</p> <p>Architectural plans conflicted with structural plans reference RFI H-349</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 2 calendar days</p>	\$0.00	\$1,737.54

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bld No. 1136	P.O. # 10-BP000253
Contractor: Guy Yocom Construction		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 3	
		Date: 5/24/12	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p>DESCRIPTION: Provide high early type mix design concrete, additional material, labor and pumping to attempt to recover lost days in construction schedule.</p> <p>REASON: Delay in Approval of Field Change Directive by DSA .</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$16,866.14
Sub-Total		\$0.00	\$42,234.94
Total			\$42,234.94

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Change Order #5, Bid #1136 – Concrete for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 26, 2011 the Board of Trustees 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 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 decreases the contract by \$17,516.44. District staff determined this was the best price available. The revised contract amount is \$1,086,179.82. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. This change order decreases the project construction cost by .0189%. 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 #1136 for Guy Yocom Construction, Inc. for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	-\$17,516.44	Board Date: June 18, 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.	1136	P.O. # 11-BP000254
	D.S.A. No.	04-109232	
Contractor: Guy Yocom Construction Inc	Change Order No.	5	
Architect: The Austin Company	Date:	5/23/12	

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	\$179,546.26	
This Change Order	-\$17,516.44	
Total Change Orders		\$162,029.82
Revised Contract Amount		\$1,086,179.82
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		June 18, 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. 1136	P.O. # 11-BP000254
	D.S.A. No. 04-109232	
Contractor: Guy Yocom Construction Inc	Change Order No. 5	
Architect: The Austin Company	Date: 5/23/12	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Labor and material from Continental Flooring to grind the gym floor due to high spots not in compliance per the approved specifications</p> <p>REASON: Grinding was necessary for contractor to accept the floor conditions to install the wood flooring in the gymnasium</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$7,172.00	
2.0	<p>DESCRIPTION: Labor and material from Visalia Ceramic Tile to repair the 2nd floor not being in compliance per the approved specifications</p> <p>REASON: Corrections were necessary for contractor to accept the floor conditions to install tile in restrooms and locker rooms</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$10,344.44	
Sub-Total		\$17,516.44	\$0.00
Total			-\$17,516.44

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Change Order #4, 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 #4.

Change Order #4 increases the contract by \$5,168.93. District staff determined this was the best price available. The revised contract amount is \$3,393,935.93. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 5.204% 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 #1138 for Blazing Industrial Steel Inc., structural steel for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$5,168.93	Board Date: June 18, 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	

<h1 style="margin:0;">CHANGE ORDER</h1>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92708-1640
Project: Santiago Canyon College Humanities Building	Bld No. 1138 P.O. # 10-P0014485
Contractor: Blazing Industrial Steel Inc	D.S.A. No. 04-110212
Architect: LPA Inc	Change Order No. 4
	Date: May 24, 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	\$82,767.00	
This Change Order	\$5,168.93	
Total Change Orders		\$87,935.93
Revised Contract Amount		\$3,393,935.93
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	2 calendar days	
Total Time Extensions		2 calendar days
Original Completion Date		April 18, 2011
Revised Contract Completion Date		April 20, 2011
RSCCD Board Approval Date		June 18, 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		Date
Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		Date
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. 1138	P.O. # 10-P0014485
Contractor: Blazing Industrial Steel Inc		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 4	
		Date: 5/24/12	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Per RFI # 400 Furnished and Installed additional W12x14 steel beam and welding to support floor penetration at 1st and 2nd floors.</p> <p>REASON: Beam Not shown in plan on grid line 2.8/G-G-8.</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 2 calendar days</p>	\$0.00	\$5,168.93
Sub-Total		\$0.00	\$5,168.93
Total			\$5,168.93

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Change Order #5, Bid #1139 – Electricity for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board awarded a contract to Dynalectric for Bid #1139, electricity 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 #5.

Change Order #5 decreases the contract by \$8,221.00. District staff was able to negotiate a total savings of \$28,622.00. The revised contract amount is \$3,730,046.00. 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 3.22% 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 #1139 for Dynalectric, electricity for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$8,221.00	Board Date: June 18, 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	

<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. 1139	P.O. # 10-BP000225
Contractor: Dynalectric		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 5	
		Date: May 24, 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		\$3,617,900.00
Previous Change Orders	\$120,367.00	
This Change Order	-\$8,221.00	
Total Change Orders		\$112,146.00
Revised Contract Amount		\$3,730,046.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 24, 2011
Revised Contract Completion Date		September 24, 2011
RSCCD Board Approval Date		June 18, 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. 1139	P.O. # 10-BP000225
	D.S.A. No. 04-110212	
Contractor: Dynalectric	Change Order No. 5	
Architect: LPA Inc	Date: May 24, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Removed power/data floor boxes in Classrooms.</p> <p>REASON: Not required for use, as other floor boxes exist.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$12,389.00	\$0.00
2.0	<p>DESCRIPTION: Revised lighting at bridge to Science Building</p> <p>REASON: Value engineering of light fixtures</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$14,462.00	\$0.00
3.0	<p>DESCRIPTION: Updated power and wire for door assist locations and card readers This cost has been reduced from \$27,259 to \$2,019.</p> <p>REASON: Required for card reader and door assist operations.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$2,019.00
4.0	<p>DESCRIPTION: Removed wall mounted telephone jacks and cabling in classrooms</p> <p>REASON: Campus requested removal of phones from classrooms</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$9,680.00	\$0.00

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building

Bld No. 1139 P.O. # 10-BP000225

D.S.A. No. 04-110212

Contractor: Dynalectric

Change Order No. 5

Architect: LPA Inc

Date: May 24, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p>DESCRIPTION: Provide power at new outdoor teaching space. This cost has been reduced from \$17,821 to \$16,950.</p> <p>REASON: District requested an outdoor teaching space be provided</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$16,950.00
6.0	<p>DESCRIPTION: CCD #002 and CCD #003 Electrical Changes CCD #002 Extend 4" conduit to existing pull box complete power shutdown add new feeder cables and restore power. CCD # 3 Delete walkway light fixture, step lights and revised the event pole lights.</p> <p>REASON: Changes that were directed in Construction Change Directives # 002 and # 003.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$9,395.00	\$0.00
7.0	<p>DESCRIPTION: CCD # 015 Add electrical floor boxes for auditorium Original Cost \$ 21,247.26</p> <p>REASON: Construction Change Directive # 015r1 added conduit, wire and supports for added floor boxes.</p> <p>REQUESTOR: District / Campus</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$18,736.00
Sub-Total		\$45,926.00	\$37,705.00
Total		\$8,221.00	

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Change Order #1, Bid #1146 – Framing and Elevators for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Inland Building Construction Company, Inc., for Bid #1146, framing and elevators for the Athletic/Aquatic Complex.

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 #1.

Change Order #1 increases the contract by \$27,406.38. District staff was able to negotiate a total savings of \$2,500.00. The revised contract amount is \$1,112,406.38. 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 2.27% 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 #1146 for Inland Building Construction for framing and elevators for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$27,406.38	Board Date: June 18, 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 92708-1640

Project: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1146 P.O. # 10-BP000245

D.S.A. No. 04-109232

Contractor: Inland Bldg Construction Co

Change Order No. 1

Architect: The Austin Company

Date: 6/18/12

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		\$1,085,000.00
Previous Change Orders	\$0.00	
This Change Order	\$27,406.38	
Total Change Orders		\$27,406.38
Revised Contract Amount		\$1,112,406.38
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, 2012
Revised Contract Completion Date		
RSCCD Board Approval Date		June 18, 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. 1146	P.O. # 10-BP000245
Contractor: Inland Bldg Construction Co		D.S.A. No. 04-109232	
Architect: The Austin Company		Change Order No. 1	
		Date: 6/18/12	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Paint existing handrails at the walk of champions</p> <p>REASON: Requested by the college</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$4,284.86
2.0	<p>DESCRIPTION: Cut one inch opening at corridor drywall soffit per request for information #339</p> <p>REASON: Allow for additional air return at lobby area</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$2,110.57
3.0	<p>DESCRIPTION: Remove and replace damage drywall and insulation in rooms 122, 132, 229, 230 and 232 due to a plumbing line that was leaking in room 230.</p> <p>REASON: Replace damaged material and complete rooms (Backcharge Interpipe Contractor)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$6,648.91
4.0	<p>DESCRIPTION: Cut and replace drywall in electrical room 127</p> <p>REASON: Replace damaged material was necessary to complete electrical room, due to rain damage. (Unforeseen Condition)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$670.47
5.0	<p>DESCRIPTION: Provide new framing to light fixture openings in bathroom #126 per request for information 330 (Original cost \$1,000.00)</p> <p>REASON: Install light fixtures that were changed in size</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$748.33

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1840

Project: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1148

P.O. # 10-BP000246

D.S.A. No.

04-109232

Contractor: Inland Bldg Construction Co

Change Order No.

1

Architect: The Austin Company

Date:

6/18/12

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
6.0	<p>DESCRIPTION: Change multiple openings of recessed paper towel dispensers to the revise dimensions in rooms 103, 107, 122, 125, 220, 221, 225, 227 245 and 247 per request for information 315 (Original cost \$1,500.00)</p> <p>REASON: Revise openings were required to meet current California American Disability Act codes (ADA)</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$871.88
7.0	<p>DESCRIPTION: Paint exposed studs flat black at corridor hard lids per request for information 339</p> <p>REASON: Paint unfinished area at lobby area</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$713.70
8.0	<p>DESCRIPTION: Cleaning materials requested for dust control</p> <p>REASON: Keep dust control down when sweeping the floors at the aquatics building</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,013.22
9.0	<p>DESCRIPTION: Provide labor and material to repair the second floor concrete slab, due to level flatness not per the approved specifications</p> <p>REASON: Repairs were required to install bathroom ceramic tile and finishes (Backcharge to Guy Yocom Construction)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$10,344.44
Sub-Total		\$0.00	\$27,406.38
Total			\$27,406.38

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Change Order #4, Bid #1146 – Framing and Elevators for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board awarded a contract to Inland Building Construction Co. for Bid #1146, framing and elevators 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 #4.

Change Order #4 increases the contract by \$6,736.43. The revised contract amount is \$1,995,585.43. 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 0.787% 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 #1146 for Inland Building Construction Co., framing and elevators for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$6,736.43	Board Date: June 18, 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**

Bld No. 1146 P.O. # 10-BP000244

D.S.A. No. 04-110212

Contractor: **Inland Building Construction Co**

Change Order No. 4

Architect: **LPA Inc**

Date: **May 24, 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		\$1,980,000.00
Previous Change Orders	\$8,849.00	
This Change Order	\$6,736.43	
Total Change Orders		\$15,585.43
Revised Contract Amount		\$1,995,585.43
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	4 calendar days	
Total Time Extensions		4 calendar days
Original Completion Date		October 12, 2011
Revised Contract Completion Date		October 16, 2011
RSCCD Board Approval Date		June 18, 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: Santiago Canyon College Humanities Building		Bld No. 1146	P.O. # 10-BP000244
Contractor: Inland Building Construction Co		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 4	
		Date: May 24, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Remove and replace metal stud wall framing to accommodate relocation of structural steel support for roof hatch and framing of metal curb for hoof hatch.</p> <p>REASON: Back charge to Troyer due to failure to coordinate location of roof hatch during erection of roof structure steel.</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 2 calendar days</p>	\$0.00	\$788.18
2.0	<p>DESCRIPTION: Provide framing of parapet at AAA line</p> <p>REASON: RFI # 467 directed framing of parapet due to conflict with detail 4/A8.8</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 2 calendar days</p>	\$0.00	\$5,948.25
Sub-Total		\$0.00	\$6,736.43
Total			\$6,736.43

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Change Order #4, Bid #1147 – Interiors for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Inland Empire Architectural Specialties, Inc., for Bid #1147, interiors for the Athletic/Aquatic Complex.

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 \$6,000.16. The revised contract amount is \$521,012.63. 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 4.66% 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 #1147 for Inland Empire Architectural Services, interiors for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$6,000.16	Board Date: June 18, 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.	1147	P.O. # 10-P0014650
	D.S.A. No.	04-109232	
Contractor: Inland Empire Architectural Specialties Inc	Change Order No.	4	
Architect: The Austin Company	Date:	5/23/12	

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		\$498,148.43
Previous Change Orders	\$16,864.04	
This Change Order	\$6,000.16	
Total Change Orders		\$22,864.20
Revised Contract Amount		\$521,012.63
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		
RSCCD Board Approval Date		June 18, 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. 1147	P.O. # 10-P0014650
Contractor: Inland Empire Architectural Specialties Inc	D.S.A. No. 04-109232	
Architect: The Austin Company	Change Order No. 4	
	Date: 5/23/12	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Revise door frame #207A to a 3'-0" door in lieu of a 4'-0"</p> <p>REASON: Due to a discrepancy between the structural and architectural drawings</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,997.03
2.0	<p>DESCRIPTION: Add (3) 22' soffits in room 235 aerobics room per request for information 381</p> <p>REASON: Allow to install the t-bar and grid system to the revised height (Original cost \$9340.00)</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$4,003.13
Sub-Total		\$0.00	\$6,000.16
Total			\$6,000.16

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Change Order #6, Bid #1147 – Interiors for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board 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 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 #6.

Change Order #6 increases the contract by \$2,744.17. The revised contract amount is \$1,226,826.17. 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 3.442% 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 #6, Bid #1147 for Inland Empire Architectural Specialties, interiors for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$2,744.17	Board Date: June 18, 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	

<h1>CHANGE ORDER</h1>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project: Santiago Canyon College Humanities Building	Bld No. 1147 P.O. # 10-P0014649
Contractor: Inland Empire Architectural Specialties	D.S.A. No. 04-110212
Architect: LPA Inc	Change Order No. 6
	Date: May 24, 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	\$38,082.00	
This Change Order	\$2,744.17	
Total Change Orders		\$40,826.17
Revised Contract Amount		\$1,226,826.17
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	1 calendar days	
Total Time Extensions		1 calendar days
Original Completion Date		November 25, 2011
Revised Contract Completion Date		November 26, 2011
RSCCD Board Approval Date		June 18, 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 92708-1840

Project: Santiago Canyon College Humanities Building	Bld No. 1147	P.O. # 10-P0014649
	D.S.A. No. 04-110212	
Contractor: Inland Empire Architectural Specialties	Change Order No. 6	
Architect: LPA Inc	Date: May 24, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Rework and Installation of hollow metal frames 219.A and 219.B.</p> <p>REASON: Frames required in Construction Change Directive # 22 arrived after CMU wall was constructed requiring rework.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 1 calendar days</p>	\$0.00	\$1,272.02
2.0	<p>DESCRIPTION: Provide closure plates and mounts where fascia valances were deleted.</p> <p>REASON: DSA back check required closure pieces and mounts where fascia valance was deleted.</p> <p>REQUESTOR: LPA</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$1,472.15
Sub-Total		\$0.00	\$2,744.17
Total			\$2,744.17

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Change Order #1, Bid #1148 – Flooring for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010 the Board of Trustees awarded a contract to Continental Flooring, Inc. for Bid #1148, flooring 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 \$7,172.00. The original cost was \$175,000.00 and district staff was able to negotiate a reduction in the cost. The revised contract amount is \$382,620.00. 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 1.91% 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 #1148 for Continental Flooring, Inc., flooring for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$7,172.00	Board Date: June 18, 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. 1148 P.O. # 10-P0014661

D.S.A. No. 04-109232

Contractor: Contracto Continental Flooring, Inc

Change Order No. 1

Architect: The Austin Company

Date: 5/18/12

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		\$375,448.00
Previous Change Orders	\$0.00	
This Change Order	\$7,172.00	
Total Change Orders		\$7,172.00
Revised Contract Amount		\$382,620.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		November 11, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		June 18, 2012

Architect _____ Signature _____ Date _____

Contractor Name _____ Signature _____ Date _____

Construction Manager - Seville Construction Services _____ Signature _____ Date _____

District Inspector _____ Signature _____ Date _____

Darryl A. Odum
Director - District Construction and Support Services _____ Signature _____ Date _____

Assistant Vice Chancellor - Facility Planning _____ Signature _____ Date _____

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services _____ 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. 1148 **P.O. #** 10-P0014661

D.S.A. No. 04-109232

Contractor: Continental Flooring, Inc

Change Order No. 1

Architect: The Austin Company

Date: 5/18/12

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Labor to grind the gym floor due to high spots not in compliance per the approved specifications (Original Cost \$175,000)</p> <p>REASON: Grinding was necessary for contractor to accept the floor conditions to install the wood flooring in the gymnasium (Backcharge to Guy Yocom Construction)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$7,172.00
Sub-Total		\$0.00	\$7,172.00
Total			\$7,172.00

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Increase to Architect Contract – Westberg+White, Inc.	
Action:	Request for Approval	

BACKGROUND

On September 12, 2011, an architectural and engineering services agreement was approved by the Board of Trustees for Westberg+White, Inc. to provide services for documentation necessary for bids and site/building drawings for the district-wide safety video surveillance project.

ANALYSIS

While working with the design of this project, Information Technology Services (ITS) recommends infrastructure changes to the Santiago Canyon College portion of the project. Since the infrastructure changes require a bid, Westberg+White will provide the necessary architectural documentation, procurement, and construction services. Total estimated increase in architectural fees is \$30,000 plus reimbursable expenses. Reimbursable costs are estimated at \$5,000.

RECOMMENDATION

It is recommended that the Board of Trustees approve the increase to architectural and engineering services proposal with Westberg+White, Inc. as presented.

Fiscal Impact:	\$30,000 plus reimbursable expenses	Board Date: June 18, 2012
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor, Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	



WESTBERG + WHITE
ARCHITECTS AND PLANNERS

May 10, 2012

Peter Hardash, Vice Chancellor
Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92780

Re: Proposal for Additional Architectural Services for the Campus Wide Video Surveillance Project at Santiago Canyon Campus.

Dear Peter,

Westberg+White is pleased to submit our proposal for the additional architectural services for the Video Surveillance Project at Santiago Canyon College Campus. Our team has met with the District and the District's consultant, Facilities Planning & Programming Services, Inc. to understand complete scope of the project and to identify our role in assisting the District with this project. It is our understanding that the District has acquired the professional services of PlanNet to design the video surveillance system and our role will be to champion the entire project for the District. Our office will also request the services of our Electrical Engineer to develop all the required electrical engineering and low voltage conduit runs.

Since the proposed estimate of construction for this work is over the limit for a change order to the existing contractor, it will need to be bid out to all qualified contractors to construct. Therefore our office will assist the District with bid activity as well as champion the construction administration for the proposed project. It is our understanding that PlanNet will also participate to oversee the installation of the low voltage wire and equipment installation as well as answer any related questions that may arise during construction.

We understand the District's urgency to bid this project as soon as possible so the construction can be coordinated properly with the current construction going on at the Campus as well as the upcoming video surveillance project. Therefore, we'll start working on the documents as soon as you request us to move forward. W+W will have bid documents complete and ready for the District to review in 15 to 20 working days.

Scope of work outline;

- A. Visit the site and provide a complete forensic analysis of the existing conditions.
- B. Meet with the District's Facilities Manager and contracted Construction Manager to understand all concerning issues prior to developing the demolition and construction documents.
- C. While at the site, our office will establish the most cost effective and least impacted method of routing conduit.

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- D. Meet and review plans with the District during the schematic design period.
- E. Provide demolition site plan with supporting information listed above.
- F. SCC – Fiber Optic & Power Infrastructure Design Installation Scope of Work

Part A – Infrastructure Installation

Design for new installation of conduit, pull boxes, switch locations and fiber optic cable layout and specification (as supplied by RSCCD District IT Department, as noted on Site Plan Sheet A002.06). Also, provide power to new switch locations along infrastructure path. Infrastructure layout to originate at existing pull box near the southwest corner of Building. Design for new installation of new fiber optic under existing parking lot 5, 3, 1 & 2, west along Chapman Avenue and north along Newport to the northwest edge of the north lot at Newport and Santiago Canyon Road. In addition to the two new switch pedestal locations install pull boxes periodically along the run for branch and potential future fiber connections. Provide separate power distribution conduit and pull boxes running parallel with fiber infrastructure conduits and pull boxes.

Part B – North Parking Lot Branch Installation

Design for new installation of optic branch conduits and pull boxes for camera system from new fiber optic and power infrastructure points of connection to camera locations in north parking lot from Newport entry drive north to Santiago Canyon Road. Include one common fiber/power conduit run vertical up poles to a height of seven feet.

Part C – South and East side Branch Installations

Design for new installation of fiber and power conduit from the existing pull box at the interior side of the main campus entry drive from Chapman Avenue to a point of connection pull box at the southwest corner of parking lot 6

Design for new installation of fiber and one power conduit from a pull box at the northeast corner of the Library Building to a point of connection pull box at the northwest corner of parking lot 6.

Design for new installation of fiber and one power conduit from a pull box at the west side of the M&O Building to a camera location at the east end entrance drive to the parking lot west of the M&O Building. Core and install conduits from this location around the north edge of this parking lot to camera location at the northwest corner of this parking lot.

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Part C –Parking Lots 1, 2, 3 & 5

Design for new installation of fiber, as directed by District IT Department, from infrastructure point of connection and parallel with power conduits to camera pull box locations at base of light poles throughout parking lots 1, 2, 3 & 5.

Part D –New Parking Lot under Construction

Design for new installation of fiber through existing conduits provided in infrastructure scope from infrastructure points of connection to camera point of connection up light pole to the height indicated on the construction drawings.

- F. Assist and attend District's mandatory two day pre-bid job walk.
- G. Champion bidding activity on behalf of RSCCD.
- H. Champion weekly construction meeting during construction/installation.
- I. Provide meeting minutes of all construction meetings.
- J. Provide weekly site visits to ensure construction activity is per contract documents and District standards during the construction duration.

Compensation;

Westberg+White proposes to provide the additional services mentioned above for a fixed fee of \$ 30,000.00.

Peter, please don't hesitate to call our office if you need further information or clarification regarding the information listed above.

Sincerely,
Westberg + White

Gregory G Beard
Principal

Cc: Paul Westberg

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ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

Between the Client:

Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92780

and the Architect:

Westberg + White
14471 Chambers Rd. Suite 210
Tustin, CA 92780

Paul Westberg CA License # C11045

Location: Santiago Canyon College

Scope of Work: Proposal for Additional Architectural Services for the Campus Wide Video Surveillance Project at Santiago Canyon Campus as stated on proposal letter dated May 10, 2012

Fee: Fixed fee of \$30,000.00

Reimbursable Expenses: Reimbursable Expenses are in addition to the fee and include those expenses incurred in the interest of the project. They include project-related travel (mileage and auto expenses); printing, plotting and reprographic costs, postage and delivery charges. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect. We suggest the District budget an estimated \$5,000.00 for these project-related expenses.

Client:
Rancho Santiago Community
College District

Architect:
Westberg + White Architects

By: _____
Peter Hardash, Vice Chancellor

By: _____
Paul Westberg AIA
Managing Partner

Date: _____

Date: May 10, 2012

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of the Rancho Santiago Community College District Strategic Technology Plan for 2012-14	
Action:	Request for Approval	

BACKGROUND

In the Fall of 2007, the district formed a technology committee called the Technology Advisory Group (TAG). The purpose of this committee was to coordinate technology requests, support the development of policies and procedures, and to promote student learning through technology. In April 2010, the first Strategic Technology Plan (STP) was approved by the Rancho Santiago Community College District Board of Trustees.

ANALYSIS

On an annual basis, TAG, along with Information Technology Services (ITS), updates the STP planning elements which provide guidance in response to the many technology related requests. The goal is to serve the needs of the students, faculty, and staff of both colleges and the district office while responsibly managing the related expenses.

In the 2012-14 STP, the committee recommends the colleges increase their support for Technology and Instruction by developing their instructional technology departments. The committee also suggests that the district create a centralized help desk to enhance and extend the services provided to students, faculty and staff. The Cost Summary provides an overview of the plans project costs, as well as more budget details for each project.

The STP is a "living" document to remain flexible in order to keep up with the fast pace of changing technology. The STP is a transparent means to facilitate the growth of information and technology.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Rancho Santiago Community College District 2012-14 Strategic Technology Plan as presented.

Fiscal Impact:	N/A	Board Date: June 18, 2012
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor, Information Technology 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: June 18, 2012
Re:	Approval of the 2012-2013 Contract Listing	
Action:	Request for Approval	

BACKGROUND

As per Board Policy No. 3306, all contracts over \$15,000.00 require Board of Trustees approval in advance.

ANALYSIS

Contract and contract renewals are solicited in the spring of each year for departments throughout the District. The attached list of contracts are those renewals that have been requested this year and exceed the \$15,000 limit. Multi-year contracts that do not expire on June 30, 2012, are not included in this listing.

It is the desire of the District to have all contracts run concurrently with the fiscal year. Other contracts that expire mid-fiscal year along with new contracts will be brought to the Board of Trustees for approval at a later date.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2012-2013 contract listing as presented.

Fiscal Impact:	Estimated: \$1,179,667.90	Date: June 18, 2012
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**District Contracts 2012-2013
\$15,000 Above**

Vendor	Department	Service	Estimated	Term	Period	
			Cost 12/13		From	To
Accuvant	ITS	Palo Alto Premium Support, Threat prevention and URL filtering subscription	27,860.00	1	07-01-12	06-30-13
Case Systems Inc	Environmental Safety & Emergency Services - DO	Maintenance plan for District emergency call boxes at SAC, SCC and CEC plus repair allowance	17,000.00	1	07-01-12	06-30-13
Compucom System Inc	ITS	PC repair plus parts and labor district wide	30,000.00	1	07-01-12	06-30-13
Computerland of Silicon Valley	ITS	Network security and operational maintenance software licenses (i.e. Anti-virus, SSL certificates-secured websites, network monitoring tool, imaging tool)	55,988.00	1	07-01-12	06-30-13
Datatel Inc	ITS	Software maintenance & licenses for Colleague (Student, HR & Financial modules)	288,600.00	1	07-01-12	06-30-13
Datatel Inc	ITS	E-commerce and 3rd party software	46,490.00	1	07-01-12	06-30-13
Ex Libris USA, Inc	Library - SAC	Voyager software maintenance for the online library system	19,054.73	1	07-01-12	06-30-13
Foundation for California Community Colleges	ITS	Blackboard licenses, software upgrade & support for ASP hosting	248,761.00	1	07-01-12	06-30-13
Hewlett Packard	ITS	Hardware, software & server maintenance; tape library, virtual tape library, data protector & storage area network (RSCCD EVA8000)	123,493.80	1	07-01-12	06-30-13
Hewlett Packard	ITS	Hardware, software & server maintenance; tape library, virtual tape library, data protector & storage area network (RSCCD MSA)	24,311.37	1	07-01-12	06-30-13
Information Technology Partners Inc	ITS	Academic software license applications for college sites (Counselor/Tutor Appointment Scheduling, DSPS-Disabled Students Program & Services System, EOPS, Fitness Assessment, Student Education Plan and WebCMS Curriculum Management System)	48,188.00	1	07-01-12	06-30-13
Mobile Modular	Facility Planning	Rental of four (4) modular buildings at SCC and (1) modular building at SAC	48,420.00	1	07-01-12	06-30-13
Perceptive Software	ITS	ImageNow Licenses	19,434.00	1	07-01-12	06-30-13
Pyro-Comm System Inc	Maintenance - SAC	Fire Alarm Systems testing, inspection, monitoring and repair service at SAC	23,246.00	1	07-01-12	06-30-13
RF Macdonald Company	Maintenance - SAC	Maintenance of various boilers	20,980.00	1	07-01-12	06-30-13
Rosemet Environmental Services	Environmental Safety & Emergency Services - DO	Hazardous waste disposal	25,000.00	1	07-01-12	06-30-13
SectorPoint Inc	ITS	Software support - School Web Services (SWS) Dynamic Web Suite for SAC, SCC & District websites and District Intranet	60,000.00	1	07-01-12	06-30-13
SectorPoint Inc	ITS	Remote service provision (RSP) for District websites	72,000.00	1	07-01-12	06-30-13
XAP Corporation	ITS	Software License & Support - BOG (Board of Governors) & CCCApply (California Community Colleges) for SAC & SCC	25,703.00	1	07-01-12	06-30-13
Grand Total			\$1,179,667.90		07-01-12	06-30-13

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

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Bid #1192 - Sports Field Maintenance Service for Soccer and Softball Fields at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

The Santiago Canyon College campus has requested a contractor who is experienced and knowledgeable in the proper care and maintenance of a turf grass and synthetic turf used in professional sports complexes, in order to maintain their soccer and softball fields properly. Due to the bid limit, we were required to go out to bid. The bid specifications were written to sustain the quality of the playing surface for years to come. The specification outlines routine activities and specialized field renovation that requires the contractor to possess both specialized equipment and knowledge.

ANALYSIS

The project was advertised and bid packets mailed to nine (9) bidders. A mandatory job walk was conducted on April 26, 2012 and a total of six (6) bidders attended with two bidders responding. The evaluation was conducted by the Athletic Director and the VP of Administrative Services. After checking references and site visits conducted, it was concluded that the bid from So Cal Land Maintenance was the lowest responsive and responsible bidder. This is a two year contract with an option to renew on an annual basis up to three (3) years. The decision of the renewal will be based on the level of performance and annual price adjustment. Below are the two bid responses.

So Cal Land Maintenance	Monthly	Annual	Two Years	
Soccer Field Maintenance (2)	\$6,211.00	\$74,532.00	\$149,064.00	Extra Labor - \$24.00/hour % Markup for material - 20%
Softball Field Maintenance (1)	\$769.00	\$9,228.00	\$18,456.00	
Grand Total			\$167,520.00	
Athletic Field Specialist	Monthly	Annual	Two Years	
Soccer Field Maintenance (2)	\$5,800.00	\$69,600.00	\$139,200.00	Extra Labor - \$45.00/hour % Markup for material - 18%
Softball Field Maintenance (1)	\$1,200.00	\$14,400.00	\$28,800.00	
Grand Total			\$168,000.00	

RECOMMENDATION

It is recommended that the Board of Trustees accept the bids and approve the award to So Cal Land Maintenance for Bid #1192 - Sports Field Maintenance Service for Soccer and Softball Fields at Santiago Canyon College as presented.

Fiscal Impact:	\$167,520.00 (Two Years)	Board Date: June 18, 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:	June 18, 2012
Re:	Approval of Disposal of Surplus Vehicles		
Action:	Request for Approval		

BACKGROUND

The District has three vehicles that have exceeded their useful lives. Therefore, it is necessary to declare the vehicles as surplus and sell them at auction.

On June 20, 2011, the Board approved the contract with Ken Porter Auctions (KPA) as the auctioneer to sell District vehicles. This contract is good for five years beginning June 21, 2011 through June 21, 2016.

ANALYSIS

Based on the age and condition of the vehicles, it is recommended not to make the vehicles available to other schools or non-profit organizations.

Therefore, it is recommended that KPA sell the vehicles in accordance with the terms and conditions of the contract including a commission fee of 5.00% of the gross sales plus transportation fee. KPA will provide a smog certificates (if required), safety inspections, and promote the sale by producing brochures and other marketing tools to attract the highest attendance and participation possible.

The vehicles are as follows:

Year	Make	Model	VIN/Fixed Asset ID	Odometer	Comments
1999	Dodge	Ram 3500 Van	2B5WB35Y6YK124023 RSCCD# 316776	103,364	Rear end has constant growl. Needs to be replaced.
2006	Vantage	Micro-Utility Van	LFBJBBB126JC RSCCD# 317036	3,841	Extensive left side, rear, side mirrors & interior damage. Not cost effective to repair.
1991	GMC	Jimmy	1GKCS18Z2M8517148 RSCCD# 15699	74,949	Safety issues related to the integrity of the seating.

RECOMMENDATION

It is recommended that the Board of Trustees declare the above listed vehicles as surplus property and to utilize Ken Porter Auctions to conduct an auction as presented.

Fiscal Impact:	Revenue to the District to be Determined	Board Date:	June 18, 2012
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services		
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board Meeting: June 18, 2012

INDEPENDENT CONTRACTORS

Muckenthaler & Associates Inc

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Service: Continuation of consulting services due to grant extension to provide professional and technical assistance to the existing Early Head Start (EHS) program at rate of \$100 per hour.

Date(s) of Service: April 1, 2012 through December 31, 2012

Fee: Estimated at \$40,000.00

Requested by: Dee Tucker

Funded by: Child Development Services

33-1272-692000-53329-5100 (\$35,200)

33-1277-692000-53329-5100 (\$4,800)

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 19th of June, 2012 by and between Muckenthaler & Associates Inc 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:

CONSULTING SERVICES TO PROVIDE PROFESSIONAL AND TECHNICAL ASSISTANCE TO THE EXISTING EARLY HEAD START (EHS) PROGRAM AT THE RATE OF \$100 PER 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 April 1, 2012 and to be completed on or about, but not later than December 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

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and

every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

**RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT**

Signature

By _____

Printed Name

Tracey Conner-Crabbe
Printed Name

Title

Director of Purchasing Services
Title

Address

City/State

Date

Date

**MUCKENTHALER & ASSOCIATES, INC.
PROPOSED SCOPE OF WORK**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)
EARLY HEAD START (EHS) PROGRAM**

Rancho Santiago Community College District (RSCCD) has requested a contract scope of work from Muckenthaler & Associates, Inc. to provide professional and technical assistance to the existing Early Head Start (EHS) program. This section outlines the tasks to be completed by Muckenthaler & Associates, Inc. with Cinda Muckenthaler as the primary consultant for the EHS project.

Considerations for successful implementation include oversight to the program in order to:

- o Fully implement and comply with the Head Start Program Performance Standards;
- o Train and retrain qualified EHS staff with infant/toddler and Head Start expertise;
- o Ensure an integrated and effective management/organizational systems, policies and procedures;
- o Provide a seamless approach to continuous services that reflect the needs of the community and families served.

As principal of Muckenthaler & Associates, Inc., Cinda Muckenthaler will provide on-going support and guidance based on her experience and knowledge about how to operationalize the Program Performance Standards. She possesses:

- o Management and organizational development skills;
- o Communication skills necessary to work with staff and a program planning group;
- o A clear understanding of Head Start/Early Head Start within the context of the community; and
- o The ability to oversee the facilitation and implementation of ongoing program operation.

Attachment "B"

The scope of work allows for direct support to RSCCD EHS staff, consultants and community partners. Ms. Muckenthaler will:

1. Provide resource services to RSCCD, including attending, participating, and representing RSCCD EHS program at meetings (as needed) relevant to the Early Head Start program and as determined by RSCCD staff.
2. Provide assistance and act as a technical resource to RSCCD key staff and relevant partners including Help Me Grow and MOMS of Orange County in relation to the EHS Program.
3. Coordinate with the RSCCD EHS staff for implementation of services plans based on the goals of the program.
4. Report to RSCCD key staff on a regular basis regarding the status of the program, the tasks completed during the reporting period, and any issues needing to be addressed.
5. Engage in one-on-one interaction with EHS key staff to assure program policies and procedures are being followed to meet EHS Performance Standards.
6. Assist in the development of and recommendation of organizational infrastructure additions/changes to accommodate EHS Program priorities and needs.
7. Prioritize and set schedules for activities; develop timelines for plan implementation.
8. Assist with budget analysis and development of expenditures necessary to fund EHS Program.
9. Research new trends and changes in legislation related to EHS program.
10. Research, plan and make recommendations to RSCCD key staff for EHS Program methods of operation.
11. Make recommendations for delivery service systems as related to the EHS Program.
12. Assist in the promotion and creation of unique individualized EHS Programs that meet RSCCD requirements as well as parent and community needs.

Attachment "B"

As an Early Head Start contractor, the principal consultant, Cinda Muckenthaler will provide assistance related to program oversight in the following areas in conjunction with RSCCD ECE Director, EHS Key Staff and Partners:

Organizational Leadership

- Provide supervision and guidance in the daily operations of the EHS program including administrative functions and tasks

Policy Council

- Provide direct support to existing Policy Council
- Construct training topic recommendations for Board/PC/Parents (provide training when necessary)
- Provide guidance to staff in relation to Policy Council requirements

Recruitment and Enrollment of Children and Families

- Provide guidance in the selection and enrollment criteria developed and approved by governing body
- Review and monitor recruitment and enrollment process for compliance through Child Plus data system

Training/Technical Assistance (T/TA)

- Provide technical support in the development of on-going plans to support the implement of all EHS services
- Coordinate with key staff in the support of T/TA on infants, toddlers and pregnant women topics
- Participate in the hiring process for Early Head Start Director

SERVICE ELEMENTS

Proposed Contract Terms: \$100 per hour/ not to exceed \$40,000
Estimated Hours Per Week: 25 hours
Contract Effective Date: April 1, 2012 – December 31, 2012
Billing Terms: Monthly Invoice

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MAY 6, 2012 THROUGH JUNE 2, 2012
BOARD MEETING OF JUNE 18, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0022951	\$191,829.62	Aruba wireless network equipment, licenses, hardware and software support	DO-ITS	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-07-70-2428D Board approved: November 14, 2011
12-P0022967	\$21,222.40	Scantron scanners including software licenses, on-site maintenance and training	OEC	Received Quotations: 1) *Harland Technology Services 2) Logic Extension Resources *Successful Bidder
12-P0023015	\$382,500.00	M & O Roof project at Santiago Canyon College	DO-Facility Planning	Bid #1191 Board approved: May 7, 2012
12-P0023019	\$100,971.35	Cisco network switches and related components	SAC-ITS	Purchased from the CalNet2 Contract Board approved: May 27, 2008
12-P0023026	\$43,296.20	2012 Ford Escape vehicles	DO-Safety & Security	Received Quotations: 1) *David Wilson's Ford of Orange 2) Power Ford Lincoln of Tustin *Successful Bidder
12-P0023069	\$45,200.15	Installation services of (122) connections (cabling) related to Wireless Access Point (WAP) project at various District sites	DO-ITS	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-08-70-2031C Board approved: November 17, 2008
12-P0129353	\$50,000.00	Grant sub-agreement with Cuesta College to implement the Youth Entrepreneurship Program (YEP)	DO-Educational Services	Board approved: April 2, 2012

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022923	26.40	SUNNY EXPRESS INC	Instructional Supplies	SP		5/7/2012
12-P0022924	3,103.20	HACIENDA	Food and Food Service Supplies	SP		5/7/2012
12-P0022925	550.00	JFK TRANSPORTATION	Transportation - Student	SP		5/7/2012
12-P0022926	3,617.97	EMBASSY SUITES HOTEL	District Business/Sponsorships	SP		5/7/2012
12-P0022928	8,622.88	DELL COMPUTER	Equipment - All Other > \$1,000	SP		5/7/2012
12-P0022929	1,375.56	DELL COMPUTER	Equipment - All Other > \$1,000	SP		5/7/2012
* 12-P0022930	3,331.17	DELL COMPUTER	Equipment - All Other > \$1,000	SP		5/7/2012
12-P0022931	1,207.24	DELL COMPUTER	Equipment - Technology >\$1,000	SP		5/7/2012
12-P0022932	2,718.48	DELL COMPUTER	Equipment - All Other > \$1,000	SP		5/7/2012
* 12-P0022933	1,615.17	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		5/7/2012
* 12-P0022934	7,068.41	ADVANCED WEB OFFSET INC	Class Schedules/Printing	SP		5/8/2012
* 12-P0022935	2,241.94	ALLSTEEL INC	Equipment - Federal Progs >200	SP		5/8/2012
* 12-P0022936	7,888.15	COMPUTERLAND OF SILICON VALLEY	Instructional Software	SP		5/8/2012
12-P0022937	7.53	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		5/8/2012
12-P0022938	821.62	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		5/8/2012
12-P0022939	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		5/8/2012
12-P0022940	1,650.00	DON BOOKSTORE	Non-Instructional Supplies	SP		5/8/2012
12-P0022941	533.98	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		5/8/2012
* 12-P0022942	2,173.33	ALLSTEEL INC	Equipment - Federal Progs >200	SP		5/8/2012
12-P0022943	700.00	SMART & FINAL	Food and Food Service Supplies	SP		5/8/2012
* 12-P0022944	3,029.88	ALLSTEEL INC	Equipment - Federal Progs >200	SP		5/8/2012
12-P0022945	185.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		5/9/2012
12-P0022946	5,900.00	SC FUELS	Gasoline			5/10/2012
12-P0022947	955.91	GALE GROUP	Library Books	SP		5/10/2012
* 12-P0022948	3,280.07	CULVER NEWLIN INC	Equipment - Federal Progs >200	SP		5/10/2012
12-P0022949	7,951.95	UNISOURCE PAPER CO	Non-Instructional Supplies	SP		5/10/2012
12-P0022950	5,385.88	XPEDX PAPER CO	Non-Instructional Supplies			5/10/2012
* 12-P0022951	191,829.62	ACCUVANT INC	Software Support Service-Fixed	SP		5/10/2012
12-P0022952	2,669.94	CULVER NEWLIN INC	Equipment - Federal Progs >200	SP		5/10/2012
12-P0022953	1,400.00	SADDLEBACK COLLEGE	Other Licenses & Fees			5/10/2012
12-P0022954	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		5/10/2012
12-P0022955	659.35	GM SPORTS	Instructional Supplies			5/10/2012
12-P0022956	3,190.00	DEPT OF SOCIAL SERVICES	Other Licenses & Fees	SP		5/10/2012
12-P0022957	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		5/10/2012
12-P0022958	1,806.00	ORANGE COUNTY REGISTER	Buildings - Legal Expenses	SP		5/10/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022959	822.42	THE CORPORATE COLLECTION	Awards & Incentives	SP		5/10/2012
12-P0022960	145.20	DON BOOKSTORE	Non-Instructional Supplies	SP		5/10/2012
12-P0022961	888.94	MIDDLE COLLEGE HIGH SCHOOL	Conference Expenses	SP		5/10/2012
12-P0022962	247.70	TOWN AND COUNTRY RESORTYAND CONVENTION CENT	Conference Expenses	SP		5/10/2012
12-P0022963	7.54	SCHICK RECORDS MGMT	Non-Instructional Supplies			5/10/2012
12-P0022964	188.56	SCHICK RECORDS MGMT	Non-Instructional Supplies			5/10/2012
12-P0022965	424.90	VORTEX INDUSTRIES	Contracted Repair Services	SP		5/10/2012
12-P0022966	579.00	CORPORATE BUSINESS INTERIORS INC	Contracted Services	SP		5/10/2012
* 12-P0022967	21,222.40	SCANTRON CORP	Equipment - Federal Progs >200	SP		5/10/2012
12-P0022968	378.00	CI BUSINESS EQUIPMENT INC	Contracted Services			5/11/2012
12-P0022969	3,143.84	VORTEX INDUSTRIES	Contracted Repair Services	SP		5/11/2012
12-P0022970	12,196.00	DE LA TORRE COMMERCIAL	Building Improvements	SP	BOND	5/11/2012
12-P0022971	740.21	POWER PLUS	Contracted Repair Services	SP		5/11/2012
12-P0022972	113.88	SCAQMD	Other Licenses & Fees			5/11/2012
12-P0022973	1,800.00	COAST LEARNING SYSTEMS	Other Licenses & Fees			5/11/2012
12-P0022974	2,500.00	QUICK CAPTION	Contracted Services	SP		5/11/2012
12-P0022975	1,090.48	DELL COMPUTER	Equipment - All Other > \$1,000			5/11/2012
12-P0022976	6,790.00	EXECUTIVE ENVIRONMENTAL	Building Improvements	SP	BOND	5/11/2012
12-P0022977	3,000.00	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			5/11/2012
12-P0022978	1,891.01	XEROX CORP	Non-Instructional Supplies			5/11/2012
12-P0022979	751.02	XEROX CORP	Equip/Software - >\$200 <\$1,000	SP		5/11/2012
12-P0022980	611.00	STAT CREW SOFTWARE INC	Non-Instructional Software			5/11/2012
12-P0022981	92.10	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	5/11/2012
12-P0022982	400.00	CALIF MUNICIPAL STATISTICS	Sites - Contracted Services	SP		5/11/2012
12-P0022983	468.00	ORANGE COUNTY REGISTER	Buildings - Legal Expenses	SP	BOND	5/11/2012
12-P0022984	450.00	NAT'L CONSTRUCTION RENTAL	Site Improv - Contracted Svcs	SP	BOND	5/11/2012
12-P0022985	14,942.00	JOHNSON CONTROLS	Contracted Repair Services	SP		5/11/2012
12-P0022986	350.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		5/11/2012
12-P0022987	10,960.00	DE LA TORRE COMMERCIAL	Site Improvements			5/11/2012
12-P0022988	799.92	HACIENDA	Food and Food Service Supplies	SP		5/11/2012
12-P0022989	1,500.00	RUBEN ALVAREZ	Advertising	SP		5/11/2012
12-P0022990	1,076.42	PACIFIC SALES	Equipment - All Other > \$1,000	SP		5/11/2012
12-P0022991	175.00	STATE CENTER COMMUNITY COLLEGE DISTRICT	Conference Expenses	SP		5/11/2012
12-P0022992	861.84	HARBORSIDE HOTEL LLC	Conference Expenses	SP		5/11/2012
12-P0022993	1,253.20	AMERICAN EXPRESS	Conference Expenses	SP		5/14/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0022994	637.20	AMERICAN EXPRESS	Other Participant Travel Exp	SP		5/15/2012
12-P0022995	637.20	AMERICAN EXPRESS	Conference Expenses	SP		5/15/2012
12-P0022996	1,000.00	DAPPER TIRE	Repair & Replacement Parts			5/16/2012
12-P0022997	400.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		5/16/2012
12-P0022998	50.71	ELIZABETH BAEZ	Food and Food Service Supplies			5/16/2012
12-P0022999	660.67	MIDWEST LIBRARY SVC	Library Books	SP		5/16/2012
12-P0023000	2,520.00	ZAMBRANO JOSE	Contracted Services	SP		5/16/2012
12-P0023001	523.54	GALE GROUP	Library Books			5/16/2012
12-P0023002	7,077.76	GENERAL AIR COMPRESSORS	Building Improvements	SP		5/16/2012
12-P0023003	891.76	VORTEX INDUSTRIES	Contracted Repair Services	SP		5/16/2012
12-P0023004	166.25	TALLER SAN JOSE	Rental - Facility (Short-term)	SP		5/17/2012
12-P0023005	1,144.31	XEROX CORP	Non-Instructional Supplies	SP		5/17/2012
12-P0023006	205.94	LIVESCRIIBE INC	Instructional Supplies	SP		5/17/2012
12-P0023008	9,560.12	PIONEER CHEMICAL CO	Non-Instructional Supplies			5/17/2012
* 12-P0023009	1,350.00	SOFTCHALK LLC	Software License and Fees	SP		5/17/2012
12-P0023010	67.56	NASCO	Instructional Supplies	SP		5/17/2012
12-P0023011	512.00	DON BOOKSTORE	Other Exp Paid for Students	SP		5/17/2012
12-P0023012	39.43	LOURDES FAJARDO	Food and Food Service Supplies			5/17/2012
12-P0023013	377.09	NAUNCE COMMUNICATIONS	Software License and Fees	SP		5/17/2012
* 12-P0023014	1,552.00	IBM	Software License and Fees			5/17/2012
12-P0023015	382,500.00	DANNY LETNER INC	Buildings - Contracted Svcs	SP	BOND	5/18/2012
* 12-P0023016	280.15	WE DO GRAPHICS INC	Non-Instructional Supplies	SP		5/18/2012
12-P0023017	2,742.24	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		5/18/2012
12-P0023018	352.17	CULVER NEWLIN INC	Equip/Software - >\$200 <\$1,000	SP		5/18/2012
12-P0023019	100,971.35	AT & T	Equipment - All Other > \$1,000			5/21/2012
12-P0023020	420.23	B2B COMPUTER PRODUCTS LLC	Equipment - Federal Progs >200	SP		5/21/2012
12-P0023021	240.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		5/21/2012
12-P0023022	416.84	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		5/21/2012
12-P0023023	295.51	LAKESHORE LEARNING MATERIALS	Non-Instructional Supplies	SP		5/21/2012
12-P0023024	130.68	XEROX CORP	Non-Instructional Supplies	SP		5/21/2012
* 12-P0023025	2,500.00	SIGNATURE FLOORING INC	Contracted Services	SP		5/21/2012
12-P0023026	43,296.20	DAVID WILSON'S FORD OF ORANGE	Restricted Contingency	SP		5/21/2012
12-P0023027	767.79	APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		5/21/2012
12-P0023028	1,861.92	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		5/21/2012
12-P0023029	2,264.36	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		5/21/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0023030	252.14	SCANTRON CORP	Non-Instructional Supplies	SP		5/21/2012
12-P0023031	114.98	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		5/21/2012
12-P0023033	325.00	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		5/21/2012
12-P0023034	254.80	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			5/21/2012
12-P0023035	988.27	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		5/21/2012
12-P0023036	5,350.13	POCKET NURSE	Equipment - Federal Progs >200	SP		5/22/2012
12-P0023037	180.80	BEST WESTERN PLUS	Conference Expenses	SP		5/22/2012
* 12-P0023038	11,691.45	CDW GOVERNMENT INC.	Software License and Fees	SP		5/22/2012
12-P0023039	9,630.39	DELL COMPUTER	Equipment - Federal Progs >200	SP		5/22/2012
12-P0023040	587.16	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			5/22/2012
12-P0023041	150.39	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		5/22/2012
12-P0023042	828.75	RODRIGUEZ ENGINEERING	Contracted Services	SP		5/22/2012
12-P0023043	9,908.14	ALLSTEEL INC	Equipment - Federal Progs >200	SP		5/22/2012
12-P0023044	302.59	ORACLE CORP	Software License and Fees			5/22/2012
12-P0023045	400.00	ROMEO SHARON	Contracted Services	SP		5/22/2012
12-P0023046	400.00	PEREZ APOLINARIO ERWIN	Contracted Services	SP		5/22/2012
12-P0023047	9,747.83	ALLSTEEL INC	Equipment - Federal Progs >200	SP		5/22/2012
12-P0023048	149.99	DON BOOKSTORE	Non-Instructional Supplies	SP		5/22/2012
12-P0023049	2,655.32	ALLSTEEL INC	Equipment - Federal Progs >200	SP		5/22/2012
12-P0023050	829.67	ALLSTEEL INC	Equipment - Federal Progs >200	SP		5/22/2012
12-P0023051	3,500.00	SERRANO SERAFIN	Contracted Services	SP		5/22/2012
12-P0023052	743.35	ALLSTEEL INC	Equipment - Federal Progs >200	SP		5/22/2012
12-P0023053	3,333.95	ALLSTEEL INC	Equipment - Federal Progs >200	SP		5/22/2012
12-P0023054	9,500.00	VILLAGE GREEN GLOBAL INC	Contracted Services	SP		5/22/2012
12-P0023055	206.61	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		5/23/2012
12-P0023056	2,983.00	CONTROL AIR CONDITIONING CORP	Contracted Services			5/23/2012
12-P0023057	375.00	RP GROUP	Conference Expenses	SP		5/24/2012
12-P0023058	129.30	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		5/24/2012
12-P0023059	1,100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			5/24/2012
12-P0023060	54.91	CI BUSINESS EQUIPMENT INC	Non-Instructional Supplies			5/24/2012
12-P0023061	27.00	ORANGE COUNTY BUSINESS JOURNAL	Books, Mags & Ref Mat, Non-Lib	SP		5/24/2012
12-P0023062	235.00	CALIF LAND SURVEYORS ASSOC	Advertising	SP		5/24/2012
12-P0023063	3,826.41	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies			5/24/2012
12-P0023064	1,500.00	OC HISPANIC CHAMBER OF COMMERCE	District Business/Sponsorships	SP		5/24/2012
12-P0023065	63.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		5/24/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0023066	287.76	SCANTRON CORP	Instructional Supplies	SP		5/24/2012
12-P0023067	1,800.00	STATE OF CALIFORNIA	Other Licenses & Fees			5/24/2012
12-P0023068	3,331.00	NASFAA NAT'L ASSOC OF STUDENT	Inst Dues & Memberships	SP		5/24/2012
12-P0023069	45,200.15	D4 SOLUTIONS INC.	Contracted Services	SP		5/24/2012
12-P0023070	417.27	AMERICAN EXPRESS	Conference Expenses	SP		5/24/2012
12-P0023071	504.32	AMERICAN EXPRESS	Conference Expenses	SP		5/25/2012
12-P0023072	4,700.00	SPROUT START LLC	Contracted Services	SP		5/25/2012
12-P0023073	7,250.00	BROWN SUE	Contracted Services	SP		5/29/2012
12-P0023074	5,000.00	CLEANTECH OC	District Business/Sponsorships	SP		5/30/2012
12-P0023075	830.32	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		5/30/2012
12-P0023076	124.04	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		5/30/2012
12-P0023077	1,308.75	PACIFIC COACHWAYS CHARTER	Transportation - Student	SP		5/31/2012
12-P0023078	2,537.76	GOLD COAST TOURS	Transportation - Student	SP		5/31/2012
12-P0023079	503.99	SCAQMD	Other Licenses & Fees	SP		5/31/2012
12-P0023080	2,589.84	CLINCH GEAR	Instructional Supplies	SP		5/30/2012
* 12-P0023081	1,531.99	DELL COMPUTER	Non-Instructional Supplies	SP		5/31/2012
* 12-P0023082	1,400.35	DELL COMPUTER	Non-Instructional Supplies	SP		5/31/2012
12-P0023083	700.00	ACADEMIC SENATE FOR	Conference Expenses	SP		5/31/2012
* 12-P0023084	2,034.23	DELL COMPUTER	Non-Instructional Supplies	SP		5/31/2012
12-P0023085	5,746.00	D4 SOLUTIONS INC.	Contracted Services	SP		5/31/2012
12-P0023086	640.15	KINKO'S	Reproduction/Printing Expenses			6/1/2012
12-P0023087	1,625.00	NGUYEN NGOC-TAM THI	Contracted Services	SP		6/1/2012
12-P0129353	50,000.00	CUESTA COLLEGE	Contracted Services	SP		5/10/2012
* 12-P0129354	12,000.00	COACHELLA VALLEY ECONOMIC PARTNERSHIP	Contracted Services	SP		5/21/2012
12-P0129355	2,044.88	OUR LADY OF THE PILLAR CHURCH	Rental - Facility (Short-term)	SP		5/21/2012

Grand Total: \$1,177,453.32

Legend: * = Multiple Accounts for this P.O. SP = Special Project

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: June 18, 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>
<u>Fiscal Year 2011/2012</u>		
1. Bridge to Engineering Program – (SAC) The Santa Ana Workforce Investment Board (SA WIB) received an H-1B Technical Skills Training grant from the Department of Labor. Santa Ana College is part of the SA WIB consortium and was awarded a four-year sub-contract from the City of Santa Ana to implement the Orange County Bridge to Engineering Program to recruit students enrolled in STEM (Science, Technology, Engineering, Math) courses and provide accelerated math, supported engineering cohorts, and academic and personal supports. (11/12)	12/1/2011	\$784,450
2. CSUF/Teacher Pathway Partnership – STEM Summer Institute – (SAC and SCC) A sub-contract award from the Bechtel Foundation via Growth Sector, administered through California State University, Fullerton, Auxiliary Services Corporation to provide a summer 2012 program in which participants will be provided with teacher preparation strategies, designed to encourage participants to pursue teacher training while working in neighborhood and after school programs. (11/12) SAC \$3,960 SCC \$11,529	3/1/2012	\$15,489
3. SBA/CSUF Jobs Act CITD - (District) - <i>Augmentation</i> A sub-contract award from the U.S. Small Business Administration, administered through California State University, Fullerton, Auxiliary Services Corporation to provide management counseling, training, and technical assistance to the small business community. (11/12)	5/16/2012	\$183,962

Fiscal Impact: \$1,034,401	Board Date: June 18, 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	

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<u>Fiscal Year 2012/2013</u>		
4. Math, Engineering and Science Achievement (MESA) Program - (SAC)	5/15/2012	\$50,500
Funds from the California Community Colleges Chancellor's Office to continue the existing MESA program, which provides academic, enrichment activities, and support services to for eligible science, mathematics, computer science, and engineering students, in order to increase the number of disadvantaged students who transfer to college/university programs. (12/13)		

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: \$1,034,401	Board Date: June 18, 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 #1030
NAME: BRIDGE TO ENGINEERING PROGRAM - SANTA ANA COLLEGE
FISCAL YEAR 2011/2012

Contract Period: 12/1/2011 - 11/30/2015
 Contract Amount: \$784,450

Project Administrator: Carol Comeau/Allen Dooley
 Project Director: Craig Takahashi
 Assistant Project Director: Cher Carrera

CFDA No. 17.268

Sub-Award from the City of Santa Ana Workforce Investment Board (H-1B Technical Skills Job Training Grant)

Date: 5/29/2012

GL Account String					Description	Project Years				New Budget					
Fd	Prj	Tops	Dept	Code		Year 1	Year 2	Year 3	Year 4	Debit	Credit				
12	1030	000000	10000	8130	Workforce Investment Act(JTPA) : Santa Ana College		203,793		197,445		210,430		101,468		713,136
12	1030	000000	50000	8130	Workforce Investment Act(JTPA) : District Office		20,379		19,745		21,043		10,147		71,314
15150 Dept - Engineering															
12	1030	092400	15150	1250	Contract Coordinator : Engineering - Craig Takahashi Project Director @ 20% Load (3 LHE fall/spring)		18,621		18,621		18,621		18,621		74,484
12	1030	092400	15150	1454	Int/Sum Beyond Contr-Coordinator : Engineering - Craig Takahashi Project Director @ 2 LHE Summer		3,693		3,693		3,693		3,693		14,772
12	1030	092400	15150	2420	Instructional Assistants - Hourly : Engineering Provide tutoring to OCB2E cohorts (40hrs/wk x 35wks x 15.80/hr) Summer OCB2E tutoring (5 tutors x 25hrs/wk x 6wks x 15.80/hr)		33,970		45,030		56,090		22,120		157,210
12	1030	092400	15150	3115	STRS - Non-Instructional : Engineering		1,841		1,841		1,841		1,841		7,364
12	1030	092400	15150	3321	Medicare - Instructional : Engineering		493		653		813		321		2,280
12	1030	092400	15150	3325	Medicare - Non-Instructional : Engineering		327		327		327		327		1,308
12	1030	092400	15150	3331	PARS - Instructional : Engineering		442		585		729		288		2,044
12	1030	092400	15150	3415	H & W - Non-Instructional : Engineering		4,342		4,622		5,247		5,677		19,888
12	1030	092400	15150	3431	H & W - Retiree Fund Instructional : Engineering		340		450		561		221		1,572
12	1030	092400	15150	3435	H & W - Retiree Fund Non-Instructional : Engineering		226		226		226		226		904
12	1030	092400	15150	3511	SUI - Instructional : Engineering		547		725		903		356		2,531
12	1030	092400	15150	3515	SUI - Non-Instructional : Engineering		363		363		363		363		1,452
12	1030	092400	15150	3611	WCI - Instructional : Engineering		815		1,081		1,346		531		3,773
12	1030	092400	15150	3615	WCI - Non-Instructional : Engineering		542		542		542		542		2,168
12	1030	092400	15150	3915	Other Benefits - Non-Instructional : Engineering		250		250		250		250		1,000
12	1030	092400	15150	4210	Books, Mags & Ref Mat, Non-Lib : Engineering		6,000		8,480		8,240		0		22,720
12	1030	092400	15150	4310	Instructional Supplies : Engineering		8,000		1,103		646		0		9,749
12	1030	092400	15150	4610	Non-Instructional Supplies : Engineering		1,000		1,000		1,000		0		3,000
12	1030	092400	15150	5940	Reproduction/Printing Expenses : Engineering		3,000		3,000		3,000		500		9,500
12	1030	092400	15150	5966	Transportation - Student : Engineering		3,000		4,000		5,000		1,235		13,235
12	1030	092400	15150	6411	Equipment - Federal Progs >200 : Engineering		27,553		0		0		0		27,553
12	1030	675000	15150	5210	Conference Expenses : Engineering		1,000		1,000		1,000		1,000		4,000
16201 Dept - Mathematics															
12	1030	170100	16201	1310	Part-Time Instructors : Mathematics (14 LHE) FA12 Accelerated College Algebra; Trigonometry; Pre-calculus Faculty Pilot Engineering Course (Yr 2-Yr 3 @ 14 LHE/each)		15,090		30,180		30,180		0		75,450

6.1 (3)

SPECIAL PROJECT DETAILED BUDGET #1030
NAME: BRIDGE TO ENGINEERING PROGRAM - SANTA ANA COLLEGE
FISCAL YEAR 2011/2012

Contract Period: 12/1/2011 - 11/30/2015
 Contract Amount: \$784,450

Project Administrator: Carol Comeau/Allen Dooley
 Project Director: Craig Takahashi
 Assistant Project Director: Cher Carrera

CFDA No. 17.268

Sub-Award from the City of Santa Ana Workforce Investment Board (H-1B Technical Skills Job Training Grant)

Date: 5/29/2012

GL Account String					Description	Project Years				New Budget	
Fd	Prj	Tops	Dept	Code		Year 1	Year 2	Year 3	Year 4	Debit	Credit
12	1030	170100	16201	1315	Int/Sum-Instructors,Part-Time : Mathematics (6.67 LHE) SU12 Math Jam addt'l basic skills for incoming cohort members	11,516	7,182	7,182	0	25,880	
12	1030	170100	16201	1483	Beyond Contr - Reassigned Time : Cheryl Carrera Assistant Project Director: (3 LHE overload fall/spring)	6,467	6,467	6,467	6,467	25,868	
12	1030	170100	16201	1484	Int/Sum Beynd Contr-Reassigned : Cheryl Carrera Assistant Project Director: (2 LHE overload fall/spring)	3,693	3,693	3,693	3,693	14,772	
12	1030	170100	16201	2420	Instructional Assistants - Hourly : Math Math Jam student learders addt'l tutoring (20hrs/wk x 4wks x 15.80/hr) Math Jam student assistants (5 tutors x 25hrs/wk x 4wks x 15.80/hr)	9,164	9,164	9,164	0	27,492	
12	1030	170100	16201	3111	STRS - Instructional : Mathematics	2,195	3,082	3,082	0	8,359	
12	1030	170100	16201	3115	STRS - Non-Instructional : Mathematics	838	838	838	838	3,352	
12	1030	170100	16201	3321	Medicare - Instructional : Mathematics	519	675	675	0	1,869	
12	1030	170100	16201	3325	Medicare - Non-Instructional : Mathematics	147	147	147	147	588	
12	1030	170100	16201	3331	PARS - Instructional : Mathematics	119	119	119	0	357	
12	1030	170100	16201	3431	H & W - Retiree Fund Instructional : Mathematics	358	465	465	0	1,288	
12	1030	170100	16201	3435	H & W - Retiree Fund Non-Instructional : Mathematics	102	102	102	102	408	
12	1030	170100	16201	3511	SUI - Instructional : Mathematics	576	749	749	0	2,074	
12	1030	170100	16201	3515	SUI - Non-Instructional : Mathematics	164	164	164	164	656	
12	1030	170100	16201	3611	WCI - Instructional : Mathematics	858	1,117	1,117	0	3,092	
12	1030	170100	16201	3615	WCI - Non-Instructional : Mathematics	244	244	244	244	976	
12	1030	170100	16201	4310	Instructional Supplies : Mathematics	4,000	4,000	4,000	0	12,000	
12	1030	675000	16201	5210	Conference Expenses : Mathematics	1,000	1,000	1,000	1,000	4,000	
15310 Dept - Counseling											
12	1030	631000	15310	1430	Part-Time Counselors : Counseling provide academic counseling/referrals to support services	20,360	20,360	20,360	20,360	81,440	
12	1030	631000	15310	3115	STRS - Non-Instructional : Counseling	1,680	1,680	1,680	1,680	6,720	
12	1030	631000	15310	3325	Medicare - Non-Instructional : Counseling	295	295	295	295	1,180	
12	1030	631000	15310	3435	H & W - Retiree Fund Non-Instructional : Counseling	204	204	204	204	816	
12	1030	631000	15310	3515	SUI - Non-Instructional : Counseling	328	328	328	328	1,312	
12	1030	631000	15310	3615	WCI - Non-Instructional : Counseling	489	489	489	489	1,956	
15310 Dept - Research											
12	1030	679000	53340	2130	Classified Employees : Research @ 10% Assists in gathering and reporting student data/outcomes	4,780	4,780	4,780	4,780	19,120	

6.1 (4)

SPECIAL PROJECT DETAILED BUDGET #1030
NAME: BRIDGE TO ENGINEERING PROGRAM - SANTA ANA COLLEGE
FISCAL YEAR 2011/2012

Contract Period: 12/1/2011 - 11/30/2015
 Contract Amount: \$784,450

Project Administrator: Carol Comeau/Allen Dooley
 Project Director: Craig Takahashi
 Assistant Project Director: Cher Carrera

CFDA No. 17.268

Sub-Award from the City of Santa Ana Workforce Investment Board (H-1B Technical Skills Job Training Grant)

Date: 5/29/2012

GL Account String					Description	Project Years								New Budget			
Fd	Prj	Tops	Dept	Code		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Debit	Credit
12	1030	679000	53340	3215	PERS - Non-Instructional : Research	522		546		546		546				2,160	
12	1030	679000	53340	3315	OASDHI - Non-Instructional : Research	305		305		305		305				1,220	
12	1030	679000	53340	3325	Medicare - Non-Instructional : Research	71		71		71		71				284	
12	1030	679000	53340	3415	H & W - Non-Instructional : Research	963		1,026		1,165		1,262				4,416	
12	1030	679000	53340	3435	H & W - Retiree Fund Non-Instructional : Research	49		49		49		49				196	
12	1030	679000	53340	3515	SUI - Non-Instructional : Research	79		79		79		79				316	
12	1030	679000	53340	3615	WCI - Non-Instructional : Research	118		118		118		118				472	
12	1030	679000	53340	3915	Other Benefits - Non-Instructional : Research	135		135		135		135				540	
50000 Dept - District (Indirect Costs)																	
12	1030	672000	50000	5865	Indirect Costs : District Operations @ 10%	20,379		19,745		21,043		10,147				71,314	
Total #1030 - Bridge to Engineering Program						224,172	224,172	217,190	217,190	231,473	231,473	111,615	111,615			784,450	784,450

6.1 (5)

SPECIAL PROJECT DETAILED BUDGET #3748

NAME: CSUF Teacher Pathway Partnership - STEM Summer Institute 2012 (Santa Ana College)

FISCAL YEAR: 2011/2012

CONTRACT TERM: 03/01/12 - 8/31/12

PROJ ADM: Micki Bryant

CONTRACT AMOUNT: \$ 3,960

PROJ DIR: Steve Bautista

CFDA #: N/A

Contract No. C-5422-SAC

Sub-contract award from Bechtel Foundation via Growth Sector

Date: 6/4/2012

GL Account String					New Budget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
12	3748	000000	10000	8891	Other Local Rev - Special Proj : Santa Ana College		3,960
12	3748	631000	15330	1434	Int/Sum Beyond Contr-Counselor : Center for Teacher Ed Steve Bautista @ \$77.97/hr. x 8 hours	666	
12	3748	631000	15330	1435	Int/Sum - Counselors,Part-Time : Center for Teacher Ed Joanna Campos, PT Counselor @ \$50.90/hr. x 48 hrs.	2,443	
12	3748	631000	15330	3115	STRS - Non-Instructional : Center for Teacher Education	253	
12	3748	631000	15330	3325	Medicare - Non-Instructional : Center for Teacher Education	44	
12	3748	631000	15330	3435	H & W - Retiree Fund Non-Inst : Center for Teacher Education	31	
12	3748	631000	15330	3515	SUI - Non-Instructional : Center for Teacher Education	49	
12	3748	631000	15330	3615	WCI - Non-Instructional : Center for Teacher Education	74	
12	3748	631000	15330	5220	Mileage/Parking Expenses : Center for Teacher Education 10 miles x \$0.555 x 18 days x 2 staff members	400	
Total 3748 - CSUF TPP STEM SU12 Institute (SAC)						3,960	3,960

SPECIAL PROJECT DETAILED BUDGET #3747

NAME: CSUF Teacher Pathway Partnership - STEM Summer Institute 2012 (Santiago Canyon College)

FISCAL YEAR: 2011/2012

CONTRACT TERM: 03/01/12 - 8/31/12

PROJ ADM: Ruth Babeshoff

CONTRACT AMOUNT: \$ 11,529

PROJ DIR: Janis Perry

CFDA #: N/A

Contract No. C-5422-SCCOLLEGE

Sub-contract award from Bechtel Foundation via Growth Sector

Date: 6/4/2012

GL Account String					Description	New Budget	
Fd	Prj	Tops	Dept	Code		Debit	Credit
12	3747	000000	20000	8891	Other Local Rev - Special Proj : Santiago Canyon College		11,529
12	3747	631000	29345	1434	Int/Sum Beyond Contr-Counselor : Pathways to Teachi Janis Perry @ 77.97/hr x 66 hrs.	5,149	
12	3747	631000	29345	1435	Int/Sum - Counselors,Part-Time : Pathways to Teachi PT Counseling @ \$46.17/hr x 60 hrs.	2,770	
12	3747	631000	29345	3115	STRS - Non-Instructional : Pathways to Teaching	653	
12	3747	631000	29345	3325	Medicare - Non-Instructional : Pathways to Teaching	115	
12	3747	631000	29345	3435	H & W - Retiree Fund Non-Inst : Pathways to Teachin	79	
12	3747	631000	29345	3515	SUI - Non-Instructional : Pathways to Teaching	127	
12	3747	631000	29345	3615	WCI - Non-Instructional : Pathways to Teaching	190	
12	3747	649000	29345	2320	Classified Employees - Hourly : Pathways to Teaching Maria Chaidez, Hourly @ \$20.16/hr x 96 hrs.	1,935	
12	3747	649000	29345	3215	PERS - Non-Instructional : Pathways to Teaching	219	
12	3747	649000	29345	3315	OASDHI - Non-Instructional : Pathways to Teaching	120	
12	3747	649000	29345	3325	Medicare - Non-Instructional : Pathways to Teaching	28	
12	3747	649000	29345	3435	H & W - Retiree Fund Non-Inst : Pathways to Teachin	19	
12	3747	649000	29345	3515	SUI - Non-Instructional : Pathways to Teaching	31	
12	3747	649000	29345	3615	WCI - Non-Instructional : Pathways to Teaching	46	
12	3747	649000	29345	5220	Mileage/Parking Expenses : Pathways to Teaching @ \$0.555/mile x 86 miles	48	
Total 3747 - CSUF TPP STEM SU12 Institute (SCC)						11,529	11,529

SPECIAL PROJECT DETAILED BUDGET #1641
NAME: SBA JOBS ACT CSUF - Center for International Trade and Development (CITD)
FISCAL YEAR: 2011/2012

CONTRACT TERM: 02/1/11 - 01/31/13

FY 11/12 Carryover: 60,307

Augmentation: 183,962

Total Amount 244,269

CFDA No. 59.037 Sub-Contract No. S-5194-CITD

PROJ ADM: Enrique Perez

PROJ DIR: Jetza Torres

Revised Date: 6/5/2012

GL Datatel Account					Existing Budget		Revised Budget		Budget Changes (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	1641	000000	50000	8199	Other Federal Revenues : District Operations		60,307		244,269		183,962
12	1641	672000	50000	5865	Indirect Costs : District Operations @ 4%	2,320		9,395		7,075	
12	1641	675000	53210	5210	Conference Expenses : Ctr for Intl Trade Dev	10,000		2,000			8,000
12	1641	684000	53210	2320	Classified Employees - Hourly Business Experts 3/1/11-3/31/12 (1) expert x \$45/hr x 739 hrs 4/1/12-12/31/13 (3) experts x \$45/hr x 18hrs/wk x 60wks	22,102		186,660		164,558	
12	1641	684000	53210	3215	PERS - Non-Instructional : Ctr for Intl Trade	2,233		0			2,233
12	1641	684000	53210	3315	OASDHI - Non-Instructional : Ctr for Intl Tra	1,370		0			1,370
12	1641	684000	53210	3325	Medicare - Non-Instructional : Ctr for Intl T	320		2,707		2,387	
12	1641	684000	53210	3335	PARS - Non-Instructional : Ctr for Intl Trade	287		2,455		2,168	
12	1641	684000	53210	3435	H & W - Retiree Fund Non-Inst : Ctr for Intl	221		1,867		1,646	
12	1641	684000	53210	3515	SUI - Non-Instructional : Ctr for Intl Trade	356		3,005		2,649	
12	1641	684000	53210	3615	WCI - Non-Instructional : Ctr for Intl Trade	530		4,480		3,950	
12	1641	684000	53210	4210	Books, Mags & Ref Mat, Non-Lib : Ctr for Intl	750		0			750
12	1641	684000	53210	4610	Non-Instructional Supplies : Ctr for Intl Tra	1,973		1,000			973
12	1641	684000	53210	4710	Food and Food Service Supplies : Ctr for Intl Tra	0		1,000		1,000	
12	1641	684000	53210	5100	Contracted Services : Ctr for Intl Trade Dev	7,495		3,500			3,995
12	1641	684000	53210	5220	Mileage/Parking Expenses : Ctr for Intl Trade	500		2,000		1,500	
12	1641	684000	53210	5235	District Business/Sponsorships : Ctr for Intl	2,000		0			2,000
12	1641	684000	53210	5300	Inst Dues & Memberships : Ctr for Intl Trade	2,000		0			2,000
12	1641	684000	53210	5560	Telephone & Pager Services : Ctr for Intl Tra	500		0			500
12	1641	684000	53210	5650	Rental - Facility (Short-term) : Ctr for Intl Tra	0		15,700		15,700	
12	1641	684000	53210	5800	Advertising : Ctr for Intl Trade Dev Office	2,250		5,500		3,250	
12	1641	684000	53210	5880	Internet Services : Ctr for Intl Trade Dev Of	1,000		0			1,000
12	1641	684000	53210	5940	Reproduction/Printing Expenses : Ctr for Intl	1,500		500			1,000
12	1641	684000	53210	5950	Software License and Fees : Ctr for Intl Trad	600		0			600
12	1641	684000	53210	6410	Equipment - All Other > \$1,000 : Ctr for Intl Trad	0		2,000		2,000	
12	1641	684000	53210	6419	Equip/Software - >\$200 <\$1,000 : Ctr for Intl Trad	0		500		500	
Total 1641 SBA Jobs Act CITD						60,307	60,307	244,269	244,269	208,383	208,383

6.1 (8)

SPECIAL PROJECT DETAILED BUDGET #2470
NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE
FISCAL YEAR 2012/2013

CONTRACT PERIOD: 07/01/12 - 06/30/2013
 CONTRACT AWARD: \$ 50,500

PROJ ADM: Micki Bryant
 PROJ DIR: Catherine Shaffer

CONTRACT #: 12-109

Date: 5/30/2012

GL ACCOUNT					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
11	0000	000004	10000	1110	Contract Instructor : SAC		73,055		73,043	12	
11	0000	000004	10000	2130	Classified Employees : SAC		30,022		31,782		1,760
11	0000	000004	10000	3415	H & W - Non-Instructional :		62,304		66,315		4,011
11	2470	633000	15340	1250	Contract Coordinator : MESA Catherine Shaffer, MESA Director @ 75% 1A-12A	73,055		73,043			12
11	2470	633000	15340	2130	Classified Employees : MESA Suzanne Lohman, Student Services Coordinator @ 50% 1B-12B	30,022		31,782		1,760	
11	2470	633000	15340	3115	STRS - Non-Instructional :	6,027		6,027		0	
11	2470	633000	15340	3215	PERS - Non-Instructional :	6,845		6,943		98	
11	2470	633000	15340	3315	OASDHI - Non-Instructional	3,806		4,025		219	
11	2470	633000	15340	3325	Medicare - Non-Instructiona	1,963		2,014		51	
11	2470	633000	15340	3415	H & W - Non-Instructional :	34,592		38,060		3,468	
11	2470	633000	15340	3435	H & W - Retiree Fund Non-In	1,354		1,389		35	
11	2470	633000	15340	3515	SUI - Non-Instructional : M	2,180		2,236		56	
11	2470	633000	15340	3615	WCI - Non-Instructional : M	3,249		3,333		84	
11	2470	633000	15340	3915	Other Benefits - Non-Instru	2,288		2,288		0	
					Total #2470 MESA (Match)	165,381	165,381	171,140	171,140	5,783	5,783

Match requirement is 1:1, actual contribution is 3:1 consisting of Catherine Shaffer at 75%, MESA Director; Suzanne Lohmann at 50%, MESA Student Services Coordinator; and benefits for both. All benefits for these full-time positions are unallowable costs to the grant.

6.1 (9)

SPECIAL PROJECT DETAILED BUDGET #2470
NAME: Mathematics, Engineering, Science Achievement (MESA) - SANTA ANA COLLEGE
FISCAL YEAR 2012/2013

CONTRACT PERIOD: 07/01/12 - 06/30/2013
 CONTRACT AWARD: \$ 50,500

PROJ ADM: Micki Bryant
 PROJ DIR: Catherine Shaffer

CONTRACT #: 12-109

Date: 5/30/2012

GL ACCOUNT					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2470	000000	10000	8659	Other Reimb Categorical All		48,558		48,558		0
12	2470	000000	50000	8659	Other Reimb Categorical All		1,942		1,942		0
12	2470	170100	15340	2420	Inst Assistant - Hourly : MESA Hourly AEW Peer Facilitators/Tutors	6,107		6,006			101
12	2470	170100	15340	3321	Medicare - Instructional :	116		87			29
12	2470	170100	15340	3331	PARS - Instructional : MESA	104		78			26
12	2470	170100	15340	3431	H & W - Retiree Fund Inst :	80		60			20
12	2470	170100	15340	3511	SUI - Instructional : MESA	129		97			32
12	2470	170100	15340	3611	WCI - Instructional : MESA	192		144			48
12	2470	633000	15340	2130	Classified Employees : MESA Suzanne Lohman, Student Services Coordinator @ 50% 1B-12B	31,800		31,782			18
12	2470	633000	15340	2340	Student Assistants - Hourly	2,559		1,890			669
12	2470	633000	15340	3435	H & W - Retiree Fund Non-In	29		19			10
12	2470	633000	15340	3615	WCI - Non-Instructional : M	68		45			23
12	2470	633000	15340	4210	Books, Mags & Ref Mat, Non-	1,000		0			1,000
12	2470	633000	15340	4610	Non-Instructional Supplies	163		200		37	
12	2470	633000	15340	4710	Food and Food Service Suppl	374		2,162		1,788	
12	2470	633000	15340	5300	Inst Dues & Memberships : M	400		400		0	
12	2470	633000	15340	5805	Awards & Incentives : MESA	225		225		0	
12	2470	633000	15340	5905	Other Participant Travel Ex	2,270		2,263			7
12	2470	672000	50000	5865	Indirect Costs : District O	1,942		1,942		0	
12	2470	675000	15340	5210	Conference Expenses : MESA	2,942		3,100		158	
					Total #2470 MESA (Funded)	50,500	50,500	50,500	50,500	1,983	1,983

6.1 (10)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: June 18, 2012
Re: Approval of Amendment One to Sub-Agreement between RSCCD and California State University, Fresno Foundation	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Industry Driven Regional Collaborative Grant from the California Community Colleges Chancellor's Office to organize a statewide Faculty Entrepreneurship Conference to promote development of entrepreneurship programs at community colleges throughout the state. This project contributes to RSCCD's Youth Entrepreneurship Program and Faculty Entrepreneurship Program objectives to increase the number of entrepreneurship programs in California community colleges. The Faculty Entrepreneurship Statewide Conference will be held in Fresno in fall 2012, in close proximity to California State University, Fresno and their Lyles Center for Innovation and Entrepreneurship. CSU-Fresno will implement and manage the local event details of the conference,

ANALYSIS

The sub-agreement has been amended to in accordance with revisions requested by CSU-Fresno: 1) change the Subcontractor name from CSU Fresno to CSU Fresno Foundation; 2) amend the scope of work to indicate CSU-Fresno as the primary agent of implementing the grant, and not their Lyle's Center for Innovation and Entrepreneurship; and 3) include the State of California, California State University and all of said entities, employees, officers, agents and volunteers in the mutual indemnification clause.

CSU-Fresno (DO-12-008.01) \$156,545 4/3/12 – 10/31/12

Project Administrator is Enrique Perez. Project Director is Michael Roessler.

RECOMMENDATION

It is recommended that the board approve this amendment to the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreement on behalf of the district.

Fiscal Impact: \$156,545 (no change)	Board Date: June 18, 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	

**AMENDMENT ONE TO GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CSU Fresno Foundation**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and California State University, Fresno Foundation (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Industry Driven Regional Collaborative” Grant #11-326-197 and “Youth Entrepreneurship Faculty Program” Grant #10-172-055 (hereinafter “**Grants**”) from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Program, to organize a statewide Faculty Entrepreneurship Conference that will serve all regions of the state. The “Entrepreneurship in Education Conference” (hereinafter “**Conference**”), will create awareness among community college faculty and administrators of the benefits entrepreneurship programs can provide to their students and communities.

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

The Entrepreneurship in Education Conference will be held in Fresno, on September 14, 2012 and September 15, 2012, at the Radisson Hotel. The subcontractor will coordinate and host the Entrepreneurship in Education Conference. Grant funds provided by **RSCCD** will be used to cover attendee travel, hotel expense and related Conference expenses to foster the broadest level of participation to ensure that those who want to attend are not prevented by budget constraints. **SUBCONTRACTOR** will receive grant funds from **RSCCD** and pay for costs associated with the Conference.

2. Period of Performance

The period of performance for this Agreement shall be from April 3, 2012 through October 31, 2012.

3. Total Cost

The total cost to **RSCCD** for performance of this Agreement shall not exceed \$156,545. If actual costs are less than \$156,545, the **SUBCONTRACTOR** will receive funds to cover actual costs associated with the Entrepreneurship in Education Conference.

4. Payment

Fifty percent (50%) of the \$156,545 will be provided to **SUBCONTRACTOR**, upon **RSCCD**'s receipt of the fully executed Agreement and invoice for this disbursement. The remaining actual costs will be paid no later than August 31, 2012 (two weeks prior to the Conference). Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before October 31, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement)).

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 disallowment of Grant funds.

7. 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.

8. 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.

9. 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. In any case in which RSCCD is the indemnifying party, the state of California, Trustees of the state of California, California State University and all of said entities, employees, officers, agents and volunteers shall also be entitled to be indemnified.

10. 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:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 330
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

CSU Fresno, Lyles Center for Innovation and Entrepreneurship (Subcontractor)
Genelle Taylor
5010 N. Woodrow Ave, M/S WC142
Fresno, CA 93474
mcomstock@hancockcollege.edu

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. 03/11 and II, Rev. 4/08), 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 all workplan 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: CALIFORNIA STATE
UNIVERSITY FRESNO FOUNDATION

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board Approval Date: April 2, 2012
Amendment One Board Approval Date: June 18, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: June 18, 2012
Re:	Approval of Sub-award agreement from the City of Santa Ana for Santa Ana College to work as a partner on the Santa Ana Workforce Investment Board's H-1B Visa Technical Skills Training Grant	
Action:	Request for Approval	

BACKGROUND

The Santa Ana Workforce Investment Board (SA WIB) received an H-1B Technical Skills Training grant from the Department of Labor. Santa Ana College is part of the SA WIB consortium and was awarded a four-year sub-contract from the City of Santa Ana to implement the Orange County Bridge to Engineering Program to recruit students enrolled in STEM (Science, Technology, Engineering, Math) courses and provide accelerated math, supported engineering cohorts, and academic and personal supports.

ANALYSIS

The sub-award agreement from the City of Santa Ana delineating the terms of Santa Ana College's participation in the Santa Ana Workforce Investment Board's H1B Visa grant is enclosed for the Board's review and approval, as a fully signed copy is required for Santa Ana College to participate in the consortium and implement the project.

Term: 12/01/2011 – 11/30/2015

Amount: \$784,450

Project Director: Craig Takahashi. Project Administrator: Dean Allen Dooley.

RECOMMENDATION

It is recommended that the Board approve the request for additional insured for the 2012/2013 fiscal year.

Fiscal Impact: none	Board Date: June 18, 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	

AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT

THIS AGREEMENT, dated for reference purposes, February 6, 2012, by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California ("CITY") and Rancho Santiago Community College District, Santa Ana College, a 501 (c)(3) non-profit corporation ("CONTRACTOR").

W-I-T-N-E-S-S-E-T-H

Recitals:

A. CITY has been designated a Local Workforce Investment Area (LWIA) under the Workforce Investment Act of 1998, Public Law 105-220 ("the Act").

B. The State of California has created the LWIA to administer the Act programs operated by the State of California pursuant to the Act.

C. As a LWIA, CITY is entitled to receive federal funds to establish programs to increase training opportunities for unemployed individuals. One goal of California's Workforce Investment System is to provide the opportunities to find, retain, or advance their employment.

D. CONTRACTOR is experienced in operating education, occupational development and employment programs for economically disadvantaged youths for entry into the labor market ("said program").

E. CONTRACTOR is willing to operate said program pursuant to the Act and California law.

WHEREFORE, for and in consideration of the respective and mutual covenants and promises hereinafter contained and made, and subject to all the terms and conditions hereof, the parties hereto do hereby agree as follows:

I. CONTRACTOR'S OBLIGATIONS

A. CONTRACTOR agrees to collaborate with the design and implementation of the Core Engineering Bridge Curriculum for the H-1B Technical Skills Training Grant: Orange County Bridge to Engineering with the City of Santa Ana Workforce Investment Area, in addition to the activities outlined in Scope of Work (**Exhibit A**) which includes the Letter of Commitment from the H-1B application to the Department of Labor, and activities outlined in Budget Narrative (**Exhibit E**). CONTRACTOR'S failure to provide said services may be grounds for CITY to readjust the level of

payment to CONTRACTOR otherwise provided for hereinafter.

B. CONTRACTOR agrees to provide benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements set forth in Workforce Investment Act of 1998, Public Law 105-220.

C. CONTRACTOR agrees to perform the services set forth herein in a professional, timely and diligent manner.

D. RESERVED

E. CONTRACTOR shall adhere to the Labor Standards described in the Act including Section 181 of the Act.

F. CONTRACTOR agrees to comply with the "Complaint Handling Procedures under the WIA", attached hereto as "**Exhibit B**" and incorporated herein as though fully set forth in 20 CFR §667.200, Subpart F. CONTRACTOR shall advise participants of their rights to file complaints under the Act and the procedures for resolution of any complaints. CITY's procedures for handling complaints alleging a violation of the Act, regulations, grants, or other agreements under the Act shall be followed and any decision of CITY, the State or the federal government relating to the complaint shall be binding and followed by CONTRACTOR. CONTRACTORS who are employers shall operate a grievance system that incorporates CITY's procedures for resolution of complaints relating to the terms and conditions of employment; these procedures shall be approved in writing by CITY.

G. As a condition of this award of financial assistance under the Act to CONTRACTOR from CITY, CONTRACTOR assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements or arrangements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188) and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Part 33 and 37. The United States, the State of California and CITY have the right to seek judicial enforcement of this assurance.

H. CONTRACTOR agrees that no participant(s) shall commence training prior to the approval of funding pursuant to Section 123 of the Act.

I. CONTRACTOR agrees to maintain such records and submit such reports, data and information, on the form and containing such information, at such times as CITY may request or require regarding the performance of CONTRACTOR'S services or activities, costs or other data, including but not limited to, participants' attendance, payroll records and job duty statements. CONTRACTOR agrees to submit quarterly reports to CITY outlining and describing the activities and progress of its program.

CITY, the State of California and the United States government and/or their representatives shall have access for purposes of monitoring, auditing and examining of CONTRACTOR'S activities, performance, books, documents, papers, and records of CONTRACTOR subcontractors, bookkeepers and accountants, and employees and participants related to this Agreement. Such agencies or representatives shall also schedule on-site monitoring in their discretion. Monitoring activities may also include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

In the event CONTRACTOR does not make the above-referenced documents available within the City of Santa Ana, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at the location where CONTRACTOR conducted the program, as well as in the County of Orange, for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY, the State of California or the United States Government take exception, shall be retained beyond the three (3) years until resolution of disposition of such appeals, litigation, claims, or exceptions.

J. Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state law. Notwithstanding the foregoing, CONTRACTOR agrees to submit to CITY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of records submitted by CONTRACTOR, costs incurred and services rendered hereunder.

K. CONTRACTOR agrees to complete in triplicate, a monthly Invoice/Voucher on CITY's Invoice/Voucher form, showing in detail the amount of money already expended by CONTRACTOR hereunder, as this is a cash reimbursement contract. Accounting records must be supported by such source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents [29 CFR--Subpart C, Section 97.20 (b)(6)]. CONTRACTOR agrees to submit the above-stated documents to the WIB Administrative Office, 1000 East Santa Ana Blvd., Suite 200, Santa Ana, California, 92701, by the tenth (10th) day of the month following the month in which CONTRACTOR'S services are performed. Should CONTRACTOR fail to deliver said documents to CITY, CITY shall have the option to cancel this Agreement by giving CONTRACTOR ten (10) days written notice thereof. CONTRACTOR shall either return to the CITY excess revenues over costs or use such excess revenues as program income by utilizing such program income for additional training activities authorized under the Act.

L. CONTRACTOR agrees to expend all funds in accordance with all applicable

federal, state and local laws and regulations. CONTRACTOR also agrees to provide at CONTRACTOR'S own expense supplies and other costs of said PROGRAM.

M. CONTRACTOR shall arrange independently for an audit that includes WIA funds received from CITY, in accordance with the Act, 20 CFR Section 667.200 and OMB Circular A-133. CONTRACTOR shall submit one original of each required audit report to CITY within (30) days after the date received by CONTRACTOR. Should CONTRACTOR fail to comply with these requirements, CITY may at its option withhold payment of funds, or disallow funds or suspend additional grant funds.

N. CONTRACTOR shall not expend funds pursuant to this Agreement to provide services to any participant where costs of training are paid for by any other person or entity.

O. CONTRACTOR shall comply with the provisions of Circular A-102 of the U.S. Office of Management and Budget (OMB) and the related "Common Rule" entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government", Subpart C, paragraphs 37 and 42, Circular A-128, and all other applicable federal statutes and executive orders and their implementing regulations, including regulations at 29 CFR Part 97.

P. CONTRACTOR shall comply with the requirements of federal regulations found at 29 CFR 93 which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, member of Congress or an officer or employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. CONTRACTOR shall sign a certification to that effect in a form as set forth in "**Exhibit C**," attached hereto and by this reference incorporated herein. CONTRACTOR shall submit said signed certification to CITY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of CITY to pay any sums to CONTRACTOR under the terms and conditions of this Agreement.

Q. CONTRACTOR agrees to provide a drug-free work place and to execute a certification as set forth in "**Exhibit D**" attached hereto and incorporated herein by this reference.

R. CONTRACTOR, in accordance with the Child Support Compliance Act, recognizes and acknowledges the importance of child and family support obligations and shall fully comply with all state and federal laws relating to child and family support enforcement, including, but not limited to: disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the state Family Code; and, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

S. CONTRACTOR agrees to comply with all applicable provisions of the ACT and the federal regulations, including but not limited to the regulations found at 20 CFR part 629.

T. CONTRACTOR agrees to provide priority of services for veterans and eligible spouses pursuant to 20 CFR part 1010 and the regulations implementing priority of service for veterans

and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed.Reg. 78132 on December 19, 2008.

U. CONTRACTOR agrees that any equipment or software purchase must be pre-approved in writing by the CITY. Any equipment purchased with the funding hereunder shall remain the property of the City of Santa Ana upon termination of this Agreement.

II. CITY'S OBLIGATIONS

A. CITY agrees to pay to CONTRACTOR when, if and to the extent federal funds are received under the provisions of the Act a sum not to exceed Seven Hundred Eighty Four Thousand Four Hundred Fifty Dollars (\$784,450) for CONTRACTOR'S performance in accordance with the payment schedule attached hereto as "Exhibit E" during the period of this Agreement. Said sum shall be paid after CITY receives invoices submitted by CONTRACTOR as provided hereinabove.

B. CONTRACTOR has the ability to adjust line item amounts in the budget with the approval of the Executive Director, so long as the total Budget amount does not increase.

C. CITY agrees to provide for on-site monitoring reviews of said program operation at least twice annually. In addition, monthly desk-top reviews of pertinent information will be conducted.

D. CITY has the right to de-obligate the funds hereunder and take such funding back from CONTRACTOR due to any of the following reasons: (a) lack of performance by CONTRACTOR; (b) lack of fiscal accountability of CONTRACTOR; or (c) decrease in available funding.

III. TIME PERIOD OF AGREEMENT

The term of this Agreement shall commence on December 1, 2011, and all duties arising under this Agreement shall have been performed by November 30, 2015. The term of this Agreement may be extended by a writing executed by the City Manager and the City Attorney.

IV. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

V.

6.3 (6)

WORKER'S COMPENSATION AND EMPLOYER'S RIGHTS

A. CONTRACTOR shall use appropriate funds received from CITY to provide workers' compensation to all those hired by CONTRACTOR under this Agreement.

B. CONTRACTOR shall have the right to hire, dismiss, or promote its employees or contract personnel hired under this Agreement so long as its hiring or dismissal policy or standard does not violate Title VII of the Civil Rights Act of 1964, Fair Labor Standards Act of 1938, or any other applicable law, and CONTRACTOR maintains itself as an Equal Opportunity employer.

VI. APPLICABLE GUIDELINES

A. The parties hereto agree that CONTRACTOR shall comply with all applicable federal and state laws and regulations, including, but not limited to the Performance Standards (**Exhibit A**) and general program requirements described in Sections 106 and 141 of the Act (29 USC Sections 1516 and 1551) and applicable regulations, and the U.S. Department of Labor guidelines and regulations, including amendments or revisions made during the terms of this Agreement. Said applicable laws are hereby incorporated by reference and made as part of this Agreement as though fully set forth herein.

B. CONTRACTOR also assures and certifies that:

1. CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964 (P.L. 83-354) and in accordance with Title VII of the Act, no person shall, on the grounds of race, color, religion, sex, age, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

2. CONTRACTOR shall comply with any and all federal laws limiting the political activity of employees hired under this Agreement.

3. CONTRACTOR shall comply with the requirements that no program under the Act shall involve political activities.

4. RECORD INSPECTION. CONTRACTOR shall provide the U.S. Department of Labor and the Controller General, by and through any authorized representative, as well as the WIB Administrative Office, access to and the right to examine all records, books, papers or documents relating to the accounting and use of funds under this Agreement for a three-year period from and after the effective date of this Agreement.

5. No person with responsibilities in the operation of any program under the Act shall discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs.

6. CONTRACTOR shall maintain appropriate standards for health and safety in work and training situations.

7. CONTRACTOR shall comply with general provisions, assurances, and

certifications attached hereto as "**Exhibit F**" and incorporated herein.

8. **EQUAL OPPORTUNITY.** Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the City of Santa Ana and the Santa Ana Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

9. Based on the population eligible to be served, or likely to be directly affected by the WIA program or activity, the services or information may need to be provided in a language other than English in order to allow such population to be effectively informed about or able to participate in the program or activity. Pursuant to 29 CFR 37.35, the CONTRACTOR must take reasonable steps to provide services and information in appropriate languages after considering the scope of the program or activity, and the size and concentration of the population that needs services or information in a language other than English.

10. CONTRACTOR certifies that all property, finished or unfinished documents, data, studies and reports prepared or purchased under this Agreement, will be disposed of in accordance with the direction of the CITY. In addition, any tools and/or equipment furnished to the CONTRACTOR by the CITY and/or purchased by the CONTRACTOR with funds pursuant to this Agreement, will be limited to use within the activities outlined in this agreement and will remain the property of the United States Government and/or CITY. Upon termination of this Agreement, CONTRACTOR will immediately return such tools and/or equipment to the CITY or dispose of them in accordance with the direction of the CITY.

11. CONTRACTOR certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination, as specified by Article XVI, Section 5, of the Constitution of the State of California, regarding separation of church and state.

12. **PATENT, COPYRIGHTS AND RIGHTS IN DATA.** The CONTRACTOR will disclose to the CITY any invention, written product, computer program developed or data assembled as a result of performance of work under this Agreement within seventy four (74) days of invention, development or assembly. The CITY, State of California, and U.S. Department of Labor will have the right to patent any invention and copyright any written product or computer program or data generated by CONTRACTOR. Upon written request, CONTRACTOR will transfer all pertinent information, specifications and right, title and interest to the designated agency.

13. **INVENTIONS, PATENTS AND COPYRIGHTS.**

A. **Reporting Procedure.** If any project produces patentable items, patent rights, processes, or inventions in the course of work under a U.S. Department of Labor (DOL) grant or agreement, the CONTRACTOR shall report the fact promptly and fully to the CITY. The CITY shall report the fact to the Grant Officer, at the DOL. Unless there is a prior agreement between the CITY and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery. The DOL and its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated

and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

B. Copyright Policy.

1. Unless otherwise provided in the terms of the grant or agreement, when copyrightable material is developed in the course of or under a DOL Grant or agreement, the author and the CITY which developed the work is free to copyright material or to permit others to do so. The CONTRACTOR and the Workforce Investment Board (WIB) shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use and to authorize others to use all copyrighted material.

2. The DOL reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under any grant, sub-grant, or contract under a grant or subgrant; (b) Any right of copyright to which a grantee, subgrantee or a CONTRACTOR purchases ownership with grant support; and (c) CONTRACTOR shall comply with the requirements of 29 CFR Part 97.34.

C. Rights to Data. The DOL and the CITY shall have unlimited rights to any data first procured or delivered under this Agreement.

14. **CLEAN AIR / CLEAN WATER ACT.** If the grant hereunder exceeds \$100,000, CONTRACTOR must comply with Section 306 of the Clean Air Act [(42 USC 1875(h)); Section 508 of the Clean Water Act (33 USC 1368); Executive Order 11738 and Environmental Protection Agency ("EPA") regulations (40 CFR Part 15) as any may now exist or be hereafter amended. Under these laws and regulations, the CONTRACTOR assures that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) It will notify CITY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities;
- (c) It will notify the CITY and the EPA about any known violation of the above laws and regulations.

C. CONTRACTOR agrees to adhere to the following STANDARDS OF CONDUCT:

1. General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism. This Agreement will be administered in an impartial manner, free from errors to gain personal, financial political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

2. Employment of Former State or CITY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or CITY, in a position that could

have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two years following the termination of such employment.

3. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

4. Conducting Business Involving Close personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR, an elected official in the area or a voting or non-voting member of the Workforce Investment Board (WIB), a permanent record of the transaction will be retained.

5. Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or CITY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes asserted or allowed under this Agreement. No voting member of the WIB will cast a vote on the provision of services or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

6. Salary and Bonus Limitations. All Subrecipients of WIA program funds are required to comply with federal requirements regarding the limitations on salary and bonus payments in accordance with Public Law 109-149, Section 7013.

VII. HOLD HARMLESS

A. CITY shall save and hold CONTRACTOR harmless to the extent authorized by law from any or all claims or causes of action for injury of persons, including death, or damages to property resulting from or which may arise by reason of any dangerous or defective condition of equipment or other improvements installed or constructed by CITY, on property owned by CONTRACTOR, or a failure to maintain said equipment and improvements installed or constructed by CITY in a safe condition or which might arise as a result of acts or omissions of employees of CITY.

B. CONTRACTOR shall save and hold CITY harmless to the extent authorized by law from any or all claims or causes of action for injury of persons, including death, or damages to property resulting from or which may arise by reason of any dangerous or defective condition of equipment or other improvements installed or constructed by CONTRACTOR, on property owned by CONTRACTOR, or a failure to maintain said equipment and improvements installed or constructed by CONTRACTOR in a safe condition or which might arise as a result of acts or omissions of employees of CONTRACTOR.

C. 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.

VIII. INSURANCE

1. Commercial General Liability. CONTRACTOR agrees to obtain and keep in force during the term of this Agreement a policy of comprehensive commercial public liability insurance insuring the State of California, CITY, and CONTRACTOR against any liability for accident, injury or death arising out of or in consequence of this Agreement. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for any injury to or death of any person or persons in any single accident or occurrence. Said policy of comprehensive public liability insurance shall be endorsed to provide to CITY and to the State of California, Employment Development Department, at least thirty (30) days written notice prior to cancellation; name CITY, its officers, agents, employees, and volunteers, and the State of California, its officers, employees, and volunteers as additional insured; and state that such coverage is primary to any other coverage or self-insurance of the State of California and CITY. Governmental entities may substitute a certificate of self-insurance.

2. Automobile Liability Coverage. CONTRACTOR shall also obtain and maintain, during the effective period of this Agreement, broad form automobile liability coverage with a \$1,000,000 limit unless reduced by CITY, which applies to both owned/leased and non-owned automobiles used by CONTRACTOR employees or participants in performance of this Agreement, or, in the event that CITY will not utilize such owned/leased automobiles but intends to require employees, participants or other agents to utilize their own automobiles in the performance of this Agreement, CONTRACTOR shall secure and maintain on file from all such employees, participants, or agents as self-certification of automobile insurance coverage. Governmental entities may substitute a certificate of self-insurance.

3. Workers' Compensation. If CONTRACTOR is an "employer", as set forth in California Labor Code Section 3300 et seq., or utilizes participants as "employees," as set forth in California Labor Code Section 3350 et seq., CONTRACTOR shall obtain and keep in force during the term of this Agreement full Workers' Compensation insurance coverage for injuries suffered by participants. Said insurance policy shall guarantee CITY at least thirty (30) days written notice of cancellation or modification. CONTRACTOR shall carry medical and accident insurance for those participants not qualifying as "employees" for Worker's Compensation Coverage, pursuant to California Labor Code Section 3350, et seq.

4. Equipment Coverage. CONTRACTOR shall purchase a policy or policies of insurance covering loss or damage to any and all Equipment provided to or purchased by CONTRACTOR in accordance with this Agreement. Said insurance shall be in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, theft, and special extended perils. Governmental entities may substitute a certificate of self-insurance.

5. Proof of Insurance. Certificates and endorsements must be submitted and approved by CITY prior to any work under this Agreement. CONTRACTOR understands that CITY will make no payments under this Agreement until the required certificates and endorsements have been approved by CITY.

IX. CORPORATE STATUS

All corporate CONTRACTORS shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board and Internal Revenue Service. Any change in corporate status or suspension shall be reported immediately to CITY.

X. ASSIGNABILITY

None of the duties of, or work to be performed by, CONTRACTOR under this Agreement shall be subcontracted or assigned to any agency, consultant, or person without the prior written consent of CITY. CONTRACTOR must submit all subcontracts and other agreements that relate to this Agreement to CITY. No subcontract or assignment shall terminate or alter the legal obligations of CONTRACTOR pursuant to this Agreement.

XI. LAWS GOVERNING THIS AGREEMENT

In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

1. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.
2. All applicable State statutes, regulations, policies, procedures and directives;
3. All applicable CITY policies, procedures and directives;
4. All applicable local ordinances and requirements, including use permits and licensing;
5. Court orders applicable to its operation; and,
6. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CITY after enactment or modification that it cannot so comply. CITY may thereupon terminate this Agreement, if necessary.

XII. EXCLUSIVITY AND AMENDMENT OF AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONTRACTOR by CITY, and contains all the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and CONTRACTOR.

**XIII.
FRAUD**

CONTRACTOR shall immediately report to CITY all instances and facts concerning possible fraud, abuse or criminal activity relating to expenditure or receipt of funds under this Agreement.

**XIV.
CONTINGENCY OF FUNDS**

CONTRACTOR acknowledges that approval of and funding for this Agreement is contingent upon Federal approval, and funds received or obligated from the Department of Labor to CITY. If such approval of funds is not forthcoming, or is otherwise limited, CITY shall immediately notify CONTRACTOR. Within twenty (20) days of receipt of such notice, CONTRACTOR shall modify or cease operations as directed by CITY and negotiate necessary modification to this Agreement and/or reimbursement of costs incurred hereunder.

**XV.
TERMINATION**

A. This Agreement may be terminated by either party at its sole discretion, upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. However, CONTRACTOR may not terminate this Agreement if undue hardship will result to any participant.

B. In the event CONTRACTOR defaults by failing to fulfill all or any of its obligations hereunder, CITY may declare a default and termination of this Agreement by written notice to CONTRACTOR, which default and termination shall be effective on a date stated in the notice which is to be not less than ten (10) days after certified mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice. If terminated for cause, CITY shall be relieved of further liability or responsibility under this Agreement, or as a result of the termination thereof, including the payment of money, except for payment for approved expenses incurred for services satisfactorily and timely performed prior to the mailing or service of the notice of termination, and except for reimbursement of (1) any payments made for services not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by CITY in obtaining substitute performance.

**XVI.
DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by CITY. In such a case CITY shall reduce its decision

to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of the City shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CITY receives from CONTRACTOR written request to appeal said decision.

Procedures governing the appeal shall be prescribed by CITY and/or the State of California in accordance with the Act and all corresponding regulations and OMB circulars. Pending final disposition of the appeal, CONTRACTOR shall act in accordance with CITY's decision unless the dispute involves a change order.

**XVII.
BREACH - SANCTIONS**

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, and/or prior agreements whereby grant funds were received by CONTRACTOR pursuant to this Agreement, or if CONTRACTOR reports inaccurately or if any Audit Report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay CITY all amounts due CITY as a result of CONTRACTOR's violation. For any such failures or violations, CITY shall also have the right at its sole discretion to either: (1) discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this agreement or prior agreements; and/or (2) collect outstanding amounts as determined by CITY due CITY by offsetting or debiting from current claims or invoices, if after thirty (30) days' written notice CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement by giving written notice to CONTRACTOR of such termination in accordance the notice provision in Paragraph XVIII herein below.

**XVIII.
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:

CITY: City of Santa Ana
Manager, WIB Administrative Office
P.O. Box 1988 (M-73)
Santa Ana, CA 92702

and,

CLERK: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Telefacsimile (714) 647-6956

CONTRACTOR: Rancho Santiago Community College District
Santa Ana College
ATTN: Carol Comeau
1530 W. 17th Street

Santa Ana, CA 92706
Telephone (714) 564-6600
Telefacsimilie (714) 543-5379

**XIX.
MERGER**

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as stated herein.

**XX.
VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**XXI.
MISCELLANEOUS PROVISIONS**

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above-written.

CITY OF SANTA ANA, a municipal corporation of the State of California "CITY"

ATTEST:


Maria D. Huizar
Clerk of the Council

By: _____
Paul Walters
Interim City Manager

“CONTRACTOR”

By: _____
Rancho Santiago Community College District
Peter J. Hardash
Vice Chancellor of Business Operations/Fiscal Services
Tax ID #:

APPROVED AS TO FORM:
Sonia R. Carvalho
City Attorney

By: 
Lisa E. Storck
Assistant City Attorney