

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, August 20, 2012
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS **4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda **Action**

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of July 23, 2012 **Action**

1.6 Approval of Consent Calendar **Action**

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

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

1.7 Public Hearing – Notice of Intent to Dedicate Easements to City of Orange

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

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

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
 - d. Professional Experts
2. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

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 Permission to Accept Outside Assignments
- Approval of Change of Titles/Assignments
- Ratification of Resignations/Retirements
- Approval of 2012-2013 FARSCCD 175 Day Faculty Coordinator Assignments/Stipends
- Approval of Voluntary Reduced Workloads
- Approval of Leaves of Absence
- Approval of Adjusted Leaves of Absence
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Intern Services

3.2 Classified Personnel Action

- Approval of New Appointments
- Approval of Out of Class Assignments
- Approval of Hourly On Going to Contract Assignments
- Approval of Changes in Positions
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly On Going Assignments
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

3.3 Adoption of Resolution No. 12-47 regarding Reduction in Force in Educational Services Action

The administration recommends adoption of Resolution No. 12-47.

4.0 INSTRUCTION

***4.1 Approval of Amendment #3 to CJA Agreement – County of Orange Sheriff’s Department, Coroner’s Office and Probation Department** Action

The administration recommends approval of the amendment with the County of Orange in Santa Ana, California.

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

- *4.2 Approval of CJA Agreement Renewal – County of Orange Action
The administration recommends approval of the amendment with the County of Orange in Santa Ana, California.
- *4.3 Approval of Renewal of Nursing Program Agreement – California State University, Fullerton Action
The administration recommends approval of the clinical affiliation agreement renewal with California State University, Fullerton.
- *4.4 Approval of Renewal of Nursing, Health Sciences, Occupational Therapy, Speech Language Pathology, and Pharmacy Technician Programs Agreement – Western Medical Center Santa Ana Action
The administration recommends approval of the clinical affiliation agreement renewal with Western Medical Center Santa Ana.
- *4.5 Approval of Nursing Program Agreement – Oasis Senior Care Action
The administration recommends approval of the clinical affiliation agreement renewal with Oasis Senior Center.
- *4.6 Approval of OTA Agreement Renewal – Healthsouth Corporation Action
The administration recommends approval of the agreement with Healthsouth Corporation in Birmingham, Alabama.
- *4.7 Approval of New Pharmacy Technology Agreement – Los Alamitos Medical Center, Inc. Action
The administration recommends approval of the contract with Los Alamitos Medical Center, Inc., in Los Alamitos, 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 Conflict of Interest Code Action
The administration recommends approval of the Appendix A-1 of the Conflict of Interest Code as presented.
- *5.3 Approval of Investment Banking and Underwriting Services Agreement with Kinsell, Newcomb & De Dios, Inc., and E.J. De La Rosa & Co. Action
The administration recommends approval of the agreement with Kinsell, Newcomb & De Dios, Inc., and E.J. De La Rosa & Co. to provide investment banking and underwriting services as presented.
- *5.4 Approval of Public Hearing for 2012-2013 Proposed Adopted Budget Action
The administration recommends approval of holding a public hearing on the 2012-2013 proposed Adopted Budget at the September 10, 2012, Board of Trustees meeting.

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

- *5.5 Approval of 2012-2013 Adopted Budget Assumptions Action
The administration recommends approval of the Adopted Budget Assumptions for the 2012-2013 fiscal year as presented.
- *5.6 Approval of Contract Renewal – Chancellor’s Office Tax Offset Program (COTOP) Action
The administration recommends approval of the renewal of the COTOP contract with the Chancellor’s Office as presented.
- *5.7 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended June 30, 2012 Action
The administration recommends approval of the CCFS-311Q for the period ending June 30, 2012, as presented.
- 5.8 Quarterly Investment Report as of June 30, 2012 Information
The quarterly investment report as of June 30, 2012, is presented as information.
- *5.9 Approval of Five Year Construction Plan (2014-2018) and Initial Project Proposals (IPPs) for the following projects: Santa Ana College (SAC): Russell Hall Replacement and Fine and Performing Arts Complex; Santiago Canyon College (SCC)– Student Services Building and Building D Renovation Action
The administration recommends approval of the Five Year Construction Plan (2014-2018) and Initial Project Proposals for the following projects: SAC: Russell Hall Replacement and Fine and Performing Arts Complex Replacement; SCC: Student Services building and Building D renovation as presented.
- *5.10 Approval of Lease Agreement with Application Cartography Action
The administration recommends approval of the lease agreement with Application Cartography 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.
- *5.11 Approval of Lease Agreement with Exarray, Inc. Action
The administration recommends approval of the lease agreement with Exarray, Inc. 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.
- *5.12 Approval of Lease Agreement with Melrok, LLC Action
The administration recommends approval of the lease agreement with Melrok, 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.

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

- *5.13 Approval of Lease Agreement with Reazon Systems Action
The administration recommends approval of the lease agreement with Reazon Systems 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.
- *5.14 Approval of Lease Agreement with Upward Synergy Action
The administration recommends approval of the lease agreement with Upward Synergy 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.
- *5.15 Approval of Westberg+White Proposal for Traffic Signalization Modification at Main Entry of College Avenue and 17th Street at Santa Ana College Action
The administration recommends approval of the architect services agreement with Westberg+White for \$6,700 plus reimbursable expenses not to exceed \$1,000 for the traffic signalization modification work at SAC as presented.
- *5.16 Approval of Change Order #4 for Bid #1179 – Road Alignment/ Cul-De-Sac and Parking Lot Expansion at Santa Ana College Action
The administration recommends approval of change order #4 for Bid #1179 for Los Angeles Engineering, Inc., for road alignment/cul-de-sac and parking lot expansion at SAC as presented.
- *5.17 Approval of Award of Contract to provide Utility Investigation and Mapping for Santa Ana College Action
The administration recommends approval of awarding the contract to C-Below for surveying, utility investigation, and mapping services.
- *5.18 Ratification of Award of Informal Bid #1196 – Santa Ana College Concrete Landing Repair Action
The administration recommends ratify the award of Bid #1196 to Contech Services in compliance with Board Policy 3311.
- *5.19 Adoption of Resolution No. 12-43 – Authorizing the Dedication of Easements to the City of Orange Action
The administration recommends adoption of Resolution No. 12-43 to execute deeds of dedication or conveyance for the four (4) easements to the City of Orange as presented.

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

- *5.20 Adoption of Resolution No. 12-44 – Electricity for Loop Road Extension Project at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-44 for Dynalectric for Bid #1139 for electricity for the Loop Road Extension Project at SCC as presented.
- *5.21 Adoption of Resolution No. 12-45 – Concrete for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-45 for Guy Yocom Construction, Inc., for Bid #1136 for concrete for the Athletic/Aquatic complex at SCC as presented.
- *5.22 Adoption of Resolution No. 12-46 – Plumbing for Loop Road Extension at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-46 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Loop Road Extension at SCC as presented.
- *5.23 Approval of Change Order #5, Bid #1136 – Concrete for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #5 for Bid #1136 for Guy Yocom Construction, Inc., for concrete for the Humanities building at SCC as presented.
- *5.24 Approval of Change Order #6, Bid #1138 – Structural Steel for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #6 for Bid #1138 for Blazing Industrial Steel, Inc., for structural steel for the Humanities building at SCC as presented.
- *5.25 Approval of Change Order #7, Bid #1139 – Electricity for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #7 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.
- *5.26 Approval of Change Order #5, Bid #1140 – Plumbing for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #5 for Bid #1140 for Interpipe Contracting, Inc., for plumbing for the Humanities building at SCC as presented.

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

- *5.27 Approval of Change Order #5, Bid #1141 – HVAC for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #5 for Bid #1141 for West Tech Mechanical for HVAC for the Humanities building at SCC as presented.
- *5.28 Approval of Change Order #3, Bid #1143 – Glass and Glazing for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #3 for Bid #1143 for Glazcon Industries for glass and glazing for the Athletic/Aquatic complex at SCC as presented.
- *5.29 Approval of Change Order #4, Bid #1144 – Roofing for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #4 for Bid #1144 for Troyer Contracting Company for roofing on the Humanities building at SCC as presented.
- *5.30 Approval of Change Order #3, Bid #1146 – Framing and Elevators for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #3 for Bid #1146 for Inland Building Construction for framing and elevators for the Athletic/Aquatic complex at SCC as presented.
- *5.31 Approval of Change Order #6, Bid #1146 – Framing and Elevators for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #6 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented.
- *5.32 Approval of Change Order #8, Bid #1147 – Interiors for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #8 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented.
- *5.33 Approval of Change Order #1, Bid #1151 – Earthwork for Chapman Avenue Entry Road and Learning Resource Center (LRC) Parking at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1151 for Southern California Grading for earthwork for the Chapman Avenue Entry Road and LRC parking at SCC as presented.

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

- *5.34 Ratification of Award for Informal Bid #1198 – Santiago Canyon College Storm Water Pollution Prevention Plan Best Management Practices (SWPPP BMP) Action
The administration recommends ratification of the award of Bid #1198 to Marina Landscape, Inc., in compliance with Board Policy 3311 as presented.
- *5.35 Approval of Contract with EMC Corporation for Data Storage Equipment Action
The administration recommends approval of the contract with EMC Corporation and its approved resellers pursuant to the Master Price Agreement, contract number B-27161, awarded by the State of Minnesota on behalf of the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA) and approved for usage by the State of California pursuant to California Participating Addendums, for the purchase of computer equipment, software, peripherals and related services, and any future renewals, extensions and addendums as presented.
- *5.36 Approval of Disposal of Surplus Vehicles Action
The administration recommends declaring the listed vehicles as surplus property and utilizing Ken Porter Auctions to conduct an auction as presented.
- *5.37 Approval of Independent Contractor Action
The administration recommends approval of the employment of Ms. Jennifer Walsvick, LCSW, to perform consulting services to provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Child Development Services at the rate of \$40 per hour. Dates of Service: August 21, 2012, through June 30, 2013. The fee is estimated at \$28,800.
- *5.38 Approval to correct Amendment to Retention Agreement Action
The administration recommends approval of the correction to the Amendment to Retention Agreement with The Wright Group.
- *5.39 Approval of Comira Testing Center Agreement Action
The administration recommends approval of the Comira Agreement for RSCCD to provide the facility and service of a testing center already established at the district office's ACT Center in Suite 315, for additional program income to the Corporate Training Institute as presented.
- *5.40 Approval of Eligible Training Providers List (ETPL) Agreement – City of Santa Ana Action
The administration recommends approval of the ETPL agreement for increased contract education projects to the RSCCD Corporate Training Institute as presented.

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

- *5.41 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period June 29, 2012, through July 31, 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:
- College Assistance Migrant Program (CAMP) – Year 1 (SCC) \$425,000
 - Early Head Start Expansion (District) – *Augmentation* \$455,816
 - NSF TEST:UP – Year 5 (SAC) \$131,887
 - Paraprofessional Teacher Training Program (SAC/SCC) \$ 30,000
 - Seeds to Trees – Digital Media Training (District) \$ 88,830
 - Talent Search – Year 4 (SAC) \$320,832
 - Upward Bound – Year 1 (SAC) \$291,663
 - Youth STEM – Santa Ana WIB (District) \$ 27,032
- *6.2 Approval of Sub-Agreement between RSCCD and Academic Project Solutions Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign the agreement on behalf of the district.
- *6.3 Approval of Second Amendment to Subcontract Agreement between RSCCD and CHOC/Help Me Grow for Early Head Start Action
The administration recommends approval of the amendment 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 Approval of Sub-Agreement between RSCCD and Palo Alto Software Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign the agreement on behalf of the district.
- 6.5 Approval of Resolution No. 12-48 in Support of Middle Class Scholarship Act 2012 Action
It is recommended the board adopt Resolution No. 12-48 in support of the Middle Class Scholarship Act 2012 (AB 1500 - Corporation Taxes: Apportionment: Single Sales Factor: Middle Class Scholarship Fund and AB 1501 - Student Financial Aid: Middle Class Scholarship Program).

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

- 6.6 Reports from Board Committees
• Board Facilities Committee

Information

- 6.7 Board Member Comments

Information

- 7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on September 10, 2012.

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

Board of Trustees (Regular meeting)

Monday, July 23, 2012

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:42 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Dr. David Chapel, Mr. John Hanna, Mr. Larry Labrado, Mr. Mark McLoughlin, and Mr. Ryan Ahari.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Corinna Evett, Academic Senate President, Santiago Canyon College (SCC).

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado, seconded by Mr. McLoughlin, and carried unanimously to approve a revised page and addendum for Item 3.1 (Management/Academic Personnel) and an addendum for Item 3.2 (Classified Personnel).

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. McLoughlin, seconded by Ms. Barrios, and carried unanimously to approve the minutes of the regular meeting held June 18, 2012.

1.6 Approval of Consent Calendar

It was moved by Mr. Labrado, seconded by Mr. Ahari, 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), with the exception of Item 5.32 (Resolution No. 12-34 – Delegation of Authority to Award Informal Contracts) removed from the Consent Calendar by Mr. Yarbrough:

- 4.1 Approval of Amendment to Affiliation Agreement with QuickCAPTION
The board approved the amendment to the agreement with QuickCAPTION for real time computer aided captioning services for the 2012-2013 academic year.
- 4.2 Approval of Amendment to Affiliation Agreement with CRC Sign Language Interpreting Services
The board approved the amendment to the agreement with CRC Sign Language Interpreting Services for sign language interpreter services for the 2012-2013 academic year.
- 4.3 Approval of CJA Agreement Renewal – Adlerhorst International, Inc.
The board approved the agreement with Adlerhorst International, Inc., in Riverside, California.
- 4.4 Approval of OTA Agreement Renewal – Horizon Therapy Services
The board approved the agreement with Horizon Therapy Services in Rancho Cucamonga, California.
- 4.5 Approval of Amendment #1 to Pharmacy Technology Agreement - University of the Pacific
The board approved the amendment with the University of the Pacific in Stockton, California.
- 4.6 Approval of New OTA Agreement – Shoreline Healthcare
The board approved the agreement with Shoreline Healthcare in Long Beach, California.
- 4.7 Approval of Santa Ana College (SAC) Community Services Program, Fall 2012
The board approved the proposed SAC Community Services Program for Fall 2012.
- 4.8 Approval of Santiago Canyon College Community Services Program, Fall 2012
The board approved the proposed SCC Community Services Program for Fall 2012.
- 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 Agreement with HMC Architects to Provide Professional Planning Services

The board approved the agreement with HMC Architects to provide professional planning services as presented.

5.3 Approval of Child Development Services HURTT Family Health Clinic Agreement

The board approved the agreement between HURTT Family Health Clinic and Rancho Santiago Community College District as presented.

5.4 Approval of Lease with St. Peter Evangelical Lutheran Church

The board approved the lease with St. Peter Evangelical Lutheran Church in Santa Ana for facilities to provide child care services as presented.

5.5 Approval of Increase to Architect Contract – Westberg+White, Inc.

The board approved the increase to the architect contract with Westberg+White, Inc., for revised geotechnical findings as presented.

5.6 Approval of Increase to Architect Contract – Westberg+White, Inc.

The board approved the increase to the architect contract with Westberg+White, Inc., for additional contracted services as presented.

5.7 Approval of Change Order #3 for Bid #1179 – Road Alignment/Cul-De-Sac and Parking Lot Expansion at Santa Ana College

The board approved change order #3 for Bid #1179 for Los Angeles Engineering Inc., for road alignment/cul-de-sac and parking lot expansion at SAC as presented.

5.8 Adoption of Resolution No. 12-35 – Concrete for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 12-35 for Bid #1136 for Guy Yocom Construction, Inc., for concrete for the Loop Road Extension at SCC as presented.

5.9 Adoption of Resolution No. 12-36 –Landscaping for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 12-36 for Bid #1134 for Tropical Plaza Nursery, Inc., for landscaping for the Loop Road Extension at SCC as presented.

5.10 Adoption of Resolution No. 12-37 – Notice of Intent to Dedicate Easements to City of Orange

The board adopted Resolution No. 12-37 giving Notice of Intent to Grant Easements to the City of Orange and schedule a public hearing on this resolution for August 20, 2012.

1.6 Approval of Consent Calendar – (cont.)

5.11 Adoption of Resolution No. 12-40 – Signalization Project at Santiago Canyon College

The board adopted Resolution No. 12-40 for Bid #1181 for Dynalectric for the signalization project at SCC as presented.

5.12 Adoption of Resolution No. 12-41 – Masonry for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 12-41 for Bid #1137 for Industrial Masonry, Inc., for masonry for the Athletic/Aquatic complex at SCC as presented.

5.13 Approval of Change Order for Infrastructure Projects at Santiago Canyon College

The board approved additional services in the amount of \$12,500 plus \$1,000 in reimbursable expenses to LPA, Inc., as presented.

5.14 Approval of Change Order #1 for Bid #1134 – Landscaping for Humanities Building at Santiago Canyon College

The board approved change order #1 for Bid #1134 for Tropical Plaza Nursery, Inc., for landscaping for the Humanities building at SCC as presented.

5.15 Approval of Change Order #1 for Bid #1140 – Plumbing for Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College

The board approved change order #1 for Bid #1140 for Interpipe Construction, Inc., for plumbing for the Santiago Canyon Road Entry and Parking Lot at SCC as presented.

5.16 Approval of Change Order #4 for Bid #1136 – Concrete for Humanities Building at Santiago Canyon College

The board approved change order #4 for Bid #1136 for Guy Yocom Construction, Inc., for concrete for the Humanities Building at SCC as presented.

5.17 Approval of Change Order #5 for Bid #1138 – Structural Steel for Humanities Building at Santiago Canyon College

The board approved change order #5 for Bid #1138 for Blazing Industrial Steel Inc., for structural steel for the Humanities building at SCC as presented.

5.18 Approval of Change Order #3 for Bid #1139 – Electricity for Loop Road Extension at Santiago Canyon College

The board approved change order #1 for Bid #1140 for Interpipe Construction, Inc., for electricity for the Loop Road Extension at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.19 Approval of Change Order #6 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College

The board approved change order #6 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.

5.20 Approval of Change Order #8 for Bid #1139 – Electricity for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #8 for Bid #1139 for Dynalectric, Inc., for electricity for the Athletic/Aquatic complex at SCC as presented.

5.21 Approval of Change Order #4 for Bid #1141 – HVAC for Humanities Building at Santiago Canyon College

The board approved change order #4 for Bid #1141 for West Tech Mechanical for HVAC for the Humanities building at SCC as presented.

5.22 Approval of Change Order #3 for Bid #1144 – Roofing for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #3 for Bid #1144 for Troyer Contracting Co., Inc., for roofing for the Athletic/Aquatic complex at SCC as presented.

5.23 Approval of Change Order #2 for Bid #1146 – Framing and Elevators for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #2 for Bid #1146 for Inland Building Construction for framing and elevators for the Athletic/Aquatic complex at SCC as presented.

5.24 Approval of Change Order #5 for Bid #1146 – Framing and Elevators for Humanities Building at Santiago Canyon College

The board approved change order #5 for Bid #1146 for Inland Building Construction Co., for framing and elevators for the Humanities building at SCC as presented.

5.25 Approval of Change Order #7 for Bid #1147 – Interiors for Humanities Building at Santiago Canyon College

The board approved change order #7 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented.

5.26 Approval of Change Order #2 for Bid #1148 – Flooring for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #2 for Bid #1148 for Continental Flooring, Inc., for flooring for the Athletic/Aquatic complex at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.27 Approval of Outsource Technical Contract for 2012-2013

The board approved hiring Outsource Technical Contract programmers for the 2012-2013 fiscal year as presented.

5.28 Approval of Raubolt Consulting Services, Inc., Agreement

The board approved the consulting agreement from Raubolt Consulting Services, Inc., as presented.

5.29 Approval of Change Order #1 for Bid #1183 for Video Surveillance System

The board approved change order #1 for Bid #1183 for IES Commercial, Inc., for the district-wide video surveillance system as presented.

5.30 Acceptance and Awarding of Bid #1195 – Cisco SMARTnet and VOIP Maintenance Service

The board accepted the bids and approved awarding Bid #1195-Cisco SMARTnet and VOIP Maintenance Service to INX LLC, A Presidio Company, and any future renewals as presented.

5.31 Approval of CMAS Contract #4-12-71-0130A and #4-12-71-1030B to Nova Solutions, Inc.

The board approved the district's participation in CMAS contracts #4-12-71-0130A and #4-12-71-0130B awarded to Nova Solutions, Inc., through March 31, 2017, and any future renewals and extensions as presented.

5.33 Approval of Purchase Orders

The board approved the purchase order listing for the period June 3, 2012, through June 28, 2012.

5.34 Approval of Agreement for Special Services – Atkinson, Andelson, Loya, Ruud & Romo

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed Special Services agreement between Rancho Santiago Community College District and Atkinson, Andelson, Loya, Ruud & Romo for the period of July 1, 2012, through June 30, 2013, as presented.

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:

- Business & Entrepreneurship Center (District) \$ 205,000
- Business & Entrepreneurship Center (BEC) HUB (District) \$ 100,000
- Business & Entrepreneurship Center Statewide Leadership (District) \$ 172,500

1.6 Approval of Consent Calendar – (cont.)

6.1 Approval of Resource Development Items – (cont.)

- Career and Technical Education Act (CTEA) Title I-C (District/SAC/SCC)	\$1,488,234
- Career and Technical Education Act (CTEA) Transitions (SAC/SCC)	\$ 98,778
- Center for International Trade Development – (District)	\$ 205,000
- Enrollment Growth for Nursing ADN Programs, Year 1 (SAC)	\$ 135,287
- Saint Joseph Hospital Clinical Training Grant (SAC)	\$ 123,691
- Santa Ana Middle College High School (SAC)	\$ 84,153
- Song-Brown Health Care Workforce Training Act – Registered Nurse Education: Capitation ADN Funding (SAC)	\$ 120,000
- Song-Brown Health Care Workforce Training Act – Registered Nurse Education: Special Program (SAC)	\$ 105,000

6.2 Approval of Sub-Agreements between RSCCD and Bakersfield College, Cañada College, Chabot College, Glendale College, Lassen Community College, Los Angeles City College, Los Angeles Harbor College, Mendocino College, Saddleback College, Solano Community College, and Southwestern College

The board approved the sub-award agreements and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the agreements on behalf of the district.

6.3 Adoption of Resolution No. 12-38 – California Department of Education (CSPP-2341)

The board adopted the resolution agreement with the California Department of Education and authorized the chancellor or his designee to sign the agreement on behalf of the district.

6.4 Adoption of Resolution No. 12-39 – California Department of Education (CCTR-2172)

The board adopted the resolution agreement with the California Department of Education and authorized the chancellor or his designee to sign the agreement on behalf of the district.

6.5 Adoption of Resolution No. 12-42 regarding Emergency Closure of Centennial Education Center (CEC) Child Development Center

The board adopted the resolution certifying the Child Development Center was closed due to an emergency on June 8, 11, and 12, 2012.

1.6 Approval of Consent Calendar – (cont.)

6.6 Approval of Amendment to Independent Contractor Agreement with International Consortium for Educational and Economic Development (ICEED)

The board approved the amendment and authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to sign the amendment on behalf of the district.

6.7 Approval of Extension of Consulting Services – Townsend Public Affairs, Inc.

The board approved the Supplement to Contract for Consulting Services (#2) with Townsend Public Affairs, Inc., as presented.

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

2.3 Report from Student Trustee

Mr. Ryan Ahari 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:

Ms. Carmen Herrera, Student Treasurer, Santiago Canyon College
Ms. Edna Tobias, Student President, Santa Ana College

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College
Mr. Raymond Hicks, Academic Senate President-elect, Santa Ana College

RECESS TO CLOSED SESSION

The board convened into closed session at 5:22 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Administrators/Supervisors
 - d. Classified Staff
 - e. Student Workers
 - f. Professional Experts

2. Existing Litigation (pursuant to Government Code Section 54956.95):

Nathaniel Ames v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2010-00416323

Barraza & Sons Heavy Equipments, Inc v. Mepco Services, Inc., Rancho Santiago Community College District, Hartford Fire Insurance Company et al, Orange County Superior Court Case No. 30-2012-00572214

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organization: California School Employees Association, Chapter 888
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board reconvened at 6:29 p.m.

Closed Session Report

Ms. Barrios reported the board discussed the aforementioned items, and the board voted unanimously to approve the suspension of Ms. Imelda Bernal, Administrative Clerk, for five days.

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. McLoughlin, and carried unanimously to approve the following action on the management/academic personnel docket:

- Approve Revised Job Descriptions/Changes of Titles
- Approve Changes of Titles
- Approve Changes of Assignments
- Approve Interim Assignments
- Approve Extensions of Interim Assignments
- Approve 2012-2013 Cabinet Administrator Step Increases
- Approve 2012-2013 CDC Chapter 888 Contract Assistant Director Stipends
- Approve 2011-2012 CEFA Permanent Part-time Hourly Salary Schedules
- Approve 2012-2013 CEFA Permanent Part-time Hourly Salary Schedules
- Approve 2012-2013 FARSCCD Contract Extension Days
- Approve 2012-2013 FARSCCD Contract & Part-time Athletic Coaching Stipends
- Approve 2012-2013 FARSCCD 192/225 Day Faculty Coordinator Assignments/Stipends
- Approve Additional 2011-2012 and 2012-2013 FARSCCD Contract Salary Step Increases
- Approve Appointments
- Approve Rehiring of Temporary Employees per E.C. 87470
- Approve Changes of Assignments
- Approve Return to Regular Assignments
- Approve Voluntary Workload Reductions for CDC Chapter 888
- Approve Additional 2011-2012 Contract Extension Days
- Approve Leaves of Absence
- Approve Beyond Contract/Overload Stipends
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

3.2 Classified Personnel

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

- Approve New Classifications
- Approve Revised Job Descriptions
- Approve Miscellaneous Pay Schedules 2012-2013
- Approve New Appointments
- Approve Hourly On Going to Contract Assignments

3.2 Classified Personnel – (cont.)

- Approve Longevity Increments
- Approve Out of Class Assignments
- Approve Changes in Positions
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Rescind Ratification of Resignations/Retirements
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists & Stipends

3.3 Approval of Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services

It was moved by Mr. Labrado, seconded by Mr. McLoughlin, and carried unanimously to authorize the chancellor to renew the agreement for the 2012-2013 fiscal year.

3.4 Approval to Accept Amendment to Retention Agreement

It was moved by Mr. Labrado, seconded by Mr. McLoughlin, and carried unanimously to approve the Amendment to Retention Agreement with The Wright Group.

3.5 Authorization for Board Travel/Conferences

It was moved by Mr. McLoughlin and seconded by Mr. Labrado to approve the submitted conference and travel by a board member. Discussion ensued. The motion carried with one nay vote from Dr. Chapel.

4.0 INSTRUCTION

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

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1 through 5.31, 5.33, and 5.34 were approved as part of Item 1.6 (Consent Calendar).

5.32 Adoption of Resolution No. 12-34 – Delegation of Authority to Award Informal Contracts

It was moved by Mr. Labrado and seconded by Ms. Barrios to adopt Resolution No. 12-34 that delegates the authority to award informal contracts to the Chancellor, Executive Vice Chancellor of Human Resources and Educational Services, and Vice Chancellor of Business Operations and Fiscal Services as presented. Discussion ensued. The motion carried unanimously.

6.0 GENERAL

Items 6.1 through 6.7 were approved as part of Item 1.6 (Consent Calendar).

6.8 Appointment of a RSCCD Community Representative (2012-2013) to the Orange County Community Colleges Legislative Task Force (OCCCLTF)

It was moved by Ms. Barrios, seconded by Mr. McLouglin, and carried unanimously to appoint Mr. Brian Conley as the RSCCD community representative to serve on the 2012-2013 task force.

6.9 Reports from Board Committees

Mr. Labrado provided a report on the July 23, 2012, Board Facilities Committee meeting.

6.10 Board Member Comments

Mr. Hanna reported that the Board Policy Committee plans to meet in August to review the board's self-evaluation instrument and various board policies.

Mr. Hanna asked if there had been any inquiries regarding trustee travel expenses. Dr. Rodríguez indicated there had not been inquiries at this time, but information would be provided upon request. It was noted that Dr. Chapel had previously requested the estimated expense of board travel be listed on the docket item.

Mr. Yarbrough asked for an updated report on the district's medical liability expenses.

Mr. Yarbrough reported he recently spoke with Supervisors John Moorlach, Bill Campbell, and Patricia Bates of the Orange County Board of Supervisors regarding economic development.

6.10 Board Member Comments – (cont.)

Mr. Yarbrough reported he plans to share the recent bond information acquired by RSCCD with Mr. Timothy Surridge, President, Orange Unified School District Board of Education.

Mr. Yarbrough gave brief reports on the Redevelopment Oversight board meetings he recently attended.

Mr. Yarbrough reported he and Mr. Ahari recently attended Congresswoman Loretta Sanchez' Higher Education Advisory Board Meeting.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on August 20, 2012.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 6:42 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: August 20, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

August 20, 2012

MANAGEMENT

Permission to Accept Outside Assignment

Turner, Sylvia – To serve as a member of the Board of Trustees of Antioch College in Yellow Springs, Ohio, from October 1, 2012 – October 31, 2015.

Change of Title/Assignment

Gonzalez, Zeferina
From: Associate Director
To: Associate Director II
SAC Early Childhood Development Center
Child Development Services
District

Effective: July 1, 2012
Salary Placement: O-4 \$63,356.96/Year
(No Change)

Ratification of Resignation/Retirement

MacKenney, Veronica
Director II
SAC Early Childhood Education Center
Child Development Services
District

Effective: October 31, 2012
Reason: Retirement

FACULTY

2012/2013 FARSCCD 175 Day Faculty Coordinator Assignments/Stipends/Attachment #1

Voluntary Reduced Workload

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

Effective: August 20, 2012
From: 100%
To: 87.7%

Ratifications of Resignation/Retirement

Brown, Sharon
Professor, Art/Digital Imaging/Multimedia
Digital Media Center
Fine & Performing Arts Division
Santa Ana College

Effective: December 15, 2012
Reason: Retirement

FACULTY (CONT'D)

Ratifications of Resignation/Retirement (cont'd)

Yorba, Joseph
Associate Professor, Math
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 9, 2012
Reason: Retirement (STRS)

Leave of Absence

Wright, Kelley
Professor, Math
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 20, 2012 – May 25, 2013
Reason: Banked Leave (3 LHE/20% per Semester)
(Concurrent with Sabbatical Leave for 100% pay)

Adjusted Leave of Absence

Mansfield, Patricia
Professor, Life Science
Science, Mathematics &
Health Sciences Division
Santa Ana College

Effective: August 20 – December 15, 2012
From: Banked Leave (15 LHE/100%)
To: Banked Leave (.9 LHE/6%)

Stipends

Harris, Bryan
Assistant Baseball Coach
Exercise Science, Health &
Athletics Division
Santa Ana College

Effective: July 23, 2012 – August 10, 2012
Amount: \$250.00
Reason: Coaching

Harris, Bryan
Assistant Baseball Coach
Kinesiology, Health &
Athletics Division
Santa Ana College

Effective: August 27, 2012 – December 15, 2012
Amount: \$250.00
Reason: Coaching

Harris, Bryan
Assistant Baseball Coach
Kinesiology, Health &
Athletics Division
Santa Ana College

Effective: January 28, 2013 – May 17, 2013
Amount: \$250.00
Reason: Coaching

FACULTY (CONT'D)

Stipends (cont'd)

Harris, Bryan Effective: June 18, 2013 – August 9, 2013
Assistant Baseball Coach Amount: \$250.00
Kinesiology, Health & Athletics Division Reason: Coaching
Santa Ana College

Malouf, Michael Effective: August 18, 2012 – December 15, 2012
Physician Amount: \$3,000.00
Kinesiology, Health & Athletics Division Reason: Athletic Health Screening
Santa Ana College

Malouf, Michael Effective: January 22, 2013 – May 17, 2013
Physician Amount: \$1,200.00
Kinesiology, Health & Athletics Division Reason: Athletic Health Screening
Santa Ana College

Perry, Janis Effective: August 27, 2012
Counselor Amount: \$5,000.00
Counseling & Student Support Reason: Other Non-teaching/
Services Division Pathways to Teaching
Santiago Canyon College (Cal GRIP Subaward Project)

Vargas, Martha Effective: August 27, 2012
Coordinator, University Transfer Center Amount: \$1,525.50
Counseling Division Reason: Course & Curriculum Development
Santa Ana College (BSI Project)

Vargas, Martha Effective: January 28, 2013
Coordinator, University Transfer Center Amount: \$1,525.50
Counseling Division Reason: Course & Curriculum Development
Santa Ana College (BSI Project)

Part-time Hourly Hires/Rehires

Alexander, Adriana Effective: August 20, 2012
Instructor, English Hourly Lecture Rate: II-3 \$54.32
Humanities & Social Sciences Division
Santa Ana College

FACULTY (CONT'D)

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

Clark, Carolyn
Instructor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture Rate: III-4 \$59.88

Donovan, Justin
Psychology Intern
Health & Wellness Center
Student Services Division
Santa Ana College

Effective: September 4, 2012 - June 30, 2013
Amount: \$21,500.00

Fruht, Veronica
Instructor, Psychology
Humanities & Social Sciences Division
Santa Ana College

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

Garcia, Jose M
Instructor, Music
Fine & Performing Arts Division
Santa Ana College

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

Harrison, Rhona
Psychology Intern
Health & Wellness Center
Student Services Division
Santa Ana College

Effective: August 20, 2012 – June 30, 2013
Amount: \$21,500.00

Haxton, Mark
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: August 21, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Lang, Craig
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: August 21, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Lara, Guadalupe
Instructor, Global Business & Entrepreneurship
Business Division
Santa Ana College

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

FACULTY (CONT'D)

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

Martinez, Elaine
Instructor, Exercise Science
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: II-3 \$54.34/\$46.17

McGaughey, Christen
Instructor, English
Arts/Humanities & Social Sciences Division
Santiago Canyon College

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

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

Effective: August 21, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Nguyen, Aileen
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

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

Oliveira-Foster, Cristiane
Instructor, Human Development
Human Services & Technology Division
Santa Ana College

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

Ou, Mark
Instructor, Biology (equivalency)
Science, Mathematics & Health Services Division
Santa Ana College

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

Parker, Carolyn
Nurse, Health Wellness Center
Student Services Division
Santa Ana College

Effective: August 27, 2012
Hourly Nursing Rate: I-3 \$43.97

Raker, Daniel
Psychology Intern
Health & Wellness Center
Student Services Division
Santa Ana College

Effective: August 20, 2012 – June 30, 2013
Amount: \$21,500.00

FACULTY (CONT'D)

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

Smith, Marlo
Instructor, ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture Rate: II-4 \$57.03

Welty, Rebecca
Instructor, Communication
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 20, 2012
Hourly Lecture Rate: II-2 \$57.03

Non-paid Intern Service

Gutierrez, Rene
Graduate Intern
Counseling Division
Santa Ana College

Effective: August 21, 2012 – June 28, 2013
College Affiliation: CSU, Long Beach
Discipline: Counseling Higher Education

Little, Nathanael
Digital Media Intern
Fine & Performing Arts Division
Santa Ana College

Effective: August 28, 2012 – December 13, 2012
College Affiliation: Claremont Graduate University
Discipline: Art/Digital Media

Ready, Charisa
Counselor Intern
Extended Opportunities Programs
& Services
Santa Ana College

Effective: September 6, 2012 – June 30, 2013
College Affiliation: CSU, Long Beach
Discipline: Social Work

**2012/2013 FARSCCD 175 DAY FACULTY
COORDINATOR ASSIGNMENTS/STIPENDS**

Attachment #1

NAME	PROGRAM	DIVISION	COLLEGE STIPEND	
Aguilar Beltran, Maria	Disabled Students Programs & Services (DSPS)	Student Services	SAC	\$0.00
Collins, Monica	Deaf & Hard of Hearing Program (DSPS)	Student Services	SAC	\$1,000.00
Conner, Mary	Tutorial Learning Center (EOPS)	Student Services	SAC	\$0.00
Dennis, Karen	Basic Skills	Continuing Ed	SAC	\$1,000.00
Gaer, Susan	ESL	Continuing Ed	SAC	\$0.00
Garnett, Susan	Family Literature Program/ESL	Continuing Ed	SAC	\$0.00
Huebsch, Mary	Basic Skills Initiative/Speech (non-native specialist)	Fine & Performing Arts	SAC	\$0.00
Janio, Jaroslaw	ESL/CASAS/EI Civics	Continuing Ed	SAC	\$0.00
Jenkins, Robert	Staff Development/ESL	Continuing Ed	SAC	\$500.00
Jordan, Ethel	ABE/GED/HSS/Disabled Adults/Health & Safety/Parenting	Continuing Ed	SCC	\$1,000.00
Kim, Henry	ESL	Continuing Ed	SAC	\$0.00
Kushida, Cherylee	Distance Education	Business	SAC	\$0.00
Madrigal, Romelia	Student Support Services	Student Affairs	SAC	\$1,000.00
Miller, Renee	Acquired Brain Impairment/Communication Disabilities (DSPS)	Student Services	SAC	\$1,000.00
Nguyen, Michael	Academic Computer Center/Business Applications	Business	SAC	\$0.00
Parolise, Michelle	Occupational Therapy Assistant	Human Svcs & Tech	SAC	\$1,000.00
Porter, Monica	Speech, Language Pathology Asst Program	Human Svcs & Tech	SAC	\$1,000.00
Ramirez, Marco	Talent Search	Student Affairs	SAC	\$1,000.00
Sanchez, Gabriela	Tutoring/Study Skills (EOPS)	Student Services	SAC	\$1,000.00
Scoggin, Sally	ESL	Continuing Ed	SAC	\$0.00
Simbro, Teresa	Nat'l Council Licensing Examination/Technology/Nursing	Science & Math	SAC	\$1,000.00
Steckler, Mary	Skills Lab/Nursing	Science & Math	SAC	\$0.00
Sweeney, George	Math Study Center/Math	Science & Math	SAC	\$0.00
Tivenan, Valinda	Phillips Hall/Theatre Arts	Fine & Performing Arts	SAC	\$1,000.00
Vu, John	GEAR UP	Student Affairs	SAC	\$1,000.00
Walker, Mary	ESL	Continuing Ed	SCC	\$1,000.00
Wilson, Connie	Office Technology & Computer Applications	Continuing Ed	SCC	\$0.00
Zysman, Florence	Academic Success Center/ESL	Library, Arts, Humanities & Social Sci	SCC	\$0.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

AUGUST 20, 2012

CLASSIFIEDNew Appointment

Martinez, Phillip District Safety Officer (CL11-0333) District	Effective: July 2, 2012 Grade 9, Step 6 \$49,281.53
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Out of Class Assignment

Casares, Diana Student Services Coordinator/ Student Services/ SCC	Effective: 08/02/12 – 06/30/13 Grade 15, Step 5 + 2.5%L + 5PG \$67,183.12
Myers, Jacqueline Job Placement Coordinator/ Student Services/SCC	Effective: 08/02/12 – 06/30/13 Grade 13, Step 6 + 10%L \$65,507.81
Pov, Tina Support Services Assistant/ Academic Affairs/ SAC	Effective: 08/20/12 – 12/31/12 Grade 11, Step 1 \$42,090.60
Prajapati, Jitesh Financial Aid Analyst/ Financial Aid/ SCC	Effective: 08/02/12 – 06/30/13 Grade 11, Step 1 \$42,090.60

Hourly On Going to Contract

Campos, Griselda From: Sr. Clerk To: Administrative Clerk (CL12-0360) Child Development Services/District	Effective: August 6, 2012 Grade 10, Step 1 + 2.5%L +4PG (1000) \$42,303.29
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Change in Position

Ericson, Cherie From: Sr. Account Clerk To: Accountant (Reorg #724) Child Development Services/ District	Effective: July 26, 2012 Grade 13, Step 5 + 2.5%L + 4PG (2000) \$60,108.00
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Change in Position cont'd

Mills, Amy
From: Administrative Clerk
To: Administrative Secretary (Reorg #724)
Child Development Services/ District
Effective: July 26, 2012
Grade 12, Step 3 \$48,881.36

Leave of Absence

Bailey, Debra
Intermediate Clerk/ DSPS/ SAC
Effective: 08/06/12 – 08/24/12
12/17/12 – 12/21/12
01/07/13 – 01/18/13
05/27/13 – 05/31/13
06/03/13 – 06/14/13
Reason: Non Work Days
10 Month Contract

Ratification of Resignation/Retirement

Adams, Stephanie
Scholarship Coordinator/ SAC
Effective: October 5, 2012
Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Woodmas, Erin
General Office Clerk/Nursing/ SAC
(Reinstated from 39 Month Rehire List)
Effective: July 26, 2012
Grade 3, Step A + 1PG \$14.82/Hour +
\$20.83/Mo. PG
19 Hours/Week 12 Months/Year

Temporary to Hourly On Going

Trujillo Zuniga, Beatrice
Sr. Clerk/ Humanities/ SAC
(Reinstated from 39 Month Rehire List)
Effective: August 20, 2012
Grade 8, Step A \$17.71/Hour
19 Hours/Week 12 Months/Year

Leave of Absence

Butler, Aaron
Athletic Field Grounds Worker/ SAC
Effective: 07/01/12 – 07/31/12
05/01/13 – 05/31/13
Reason: Non Work Days
10 Month Contract

Leave of Absence cont'd

Connaker, William
Learning Assistant/ Math & Science/ SCC
Effective: 08/13/12 – 08/17/12
01/07/13 – 01/11/13
06/03/13 – 06/14/13
Reason: Non Work Days
11 Month Contract

Duong, Tommy
Custodian/ Admin. Services/ SAC
Effective: 07/01/12 – 07/31/12
08/01/12 – 08/31/12
Reason: Non Work Days
10 Month Contract

Hermen, Lisa
Senior Clerk/ Exercise Science/ SCC
Effective: 12/17/12 – 12/21/12
01/07/13 – 01/18/13
02/04/13 – 02/08/13
03/18/13 – 03/22/13
04/22/13 – 04/26/13
05/13/13 – 05/17/13
06/03/13 – 06/14/13
Reason: Non Work Days
10 Month Contract

Holmes, Michelle
Learning Assistant/ Math & Science/ SCC
Effective: 03/25/13 - 03/29/13
05/27/13 - 05/31/13
06/03/13 – 06/14/13
Reason: Non Work Days
11 Month Contract

Shah, Sumitra
Learning Assistant/ Math & Science/ SCC
Effective: 01/07/13 – 01/18/13
06/03/13 – 06/14/13
Reason: Non Work Days
11 Month Contract

Ratification of Resignation/Retirement

Lopez Ediss, Christine
Counseling Assistant/ SAC
Effective: August 17, 2012
Reason: Resignation

Neri, Yazmin
Instructional Assistant/ OEC
Effective: July 26, 2012
Reason: Resignation

TEMPORARY ASSIGNMENT

Alvarado, Delmis Student Activities Specialist/Student Services/SCC	Effective: 08/21/12-06/30/13
Castillo, Crystal Instructional Assistant/MESA/ Counseling/SAC	Effective: 08/27/12-05/24/13
Chang, Grace Instructional Assistant/ Fine & Performing Arts/SAC	Effective: 08/27/12-06/30/13
Cordova, Alexandra Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Corona, Jose Student Program Specialist/Scholarships Student Services/SAC	Effective: 08/21/12-11/30/12
Daniels, Lani Library Tech II/ SCC	Effective: 08/27/12 – 06/30/13
Dennis, Susan Accompanist/Music/Fine & Performing Arts/SAC	Effective: 08/27/12-06/30/13
Diaz, Julia Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Espiritu, Alyssa Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-5/26/13
Galvez, Monica Instructional Assistant/Psychology/Arts, Humanities & Social Sciences/SCC	Effective: 08/27/12-05/26/13
Gazda-Sullivan, Patricia Instructional Assistant/Astronomy/Science & Math/SAC	Effective: 08/27/12-05/26/13

TEMPORARY ASSIGNMENT cont'd

Gonzales, Haydee Transfer Center specialist/ Counseling/ SAC	Effective: 08/21/12 – 06/30/13
Harari, Joel Stage Assistant/Theatre/Fine & Performing Arts/SAC	Effective: 08/27/12-06/30/13
Herrera, Nancy Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Iifeld, Catherine Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Jimenez-Garcia, Oscar Instructional Assistant/MESA/Counseling/SAC	Effective: 08/27/12-05/24/13
Lagunes, Leonila Instructional Assistant/MaSH/Math & Science/SCC	Effective: 08/23/12-05/24/13
Le, Iris Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Lee, Alfred Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Lo, Long Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Lopez, Paul Instructional Assistant/Biology/Math & Science/SCC	Effective: 08/27/12-12/12/12
Luu, Brian Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13

TEMPORARY ASSIGNMENT cont'd

Macias, Anthony Instructional Assistant/Geology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Mateer, Penny Instructional Assistant/Astronomy/Science & Math/SAC	Effective: 08/27/12-05/26/13
Mendoza, Nancy Video Technician/TV & Video/Fine & Performing Arts/SAC	Effective: 08/27/12-06/30/13
Nezda, Stacey Costume Technician/Theatre/Fine & Performing Arts/SAC	Effective: 08/27/12-06/15/13
Nguyen, Martha Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Nguyen, Trieu Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Nickerson, Aimee Instructional Assistant/Biology/Math & Science/SCC	Effective: 08/27/12-05/26/13
Oswald, Dawn Cashier/ Auxiliary Services/ SAC	Effective: 08/21/12 – 06/30/13
Pesyna, Naomi Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Ramirez Segura, Stephania Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13
Tan, Wanting Instructional Assistant/Biology/Science & Math/SAC	Effective: 08/27/12-05/26/13

TEMPORARY ASSIGNMENT cont'd

Tran, Ana Mai
Instructional Assistant/Biology/Science &
Math/SAC
Effective: 08/27/12-05/26/13

Tran, Thao
Instructional Assistant/Biology/Math &
Science/SCC
Effective: 08/27/12-12/14/12

Tran, Thao
Instructional Assistant/Biology/Science &
Math/SAC
Effective: 08/27/12-05/26/13

Tran, Van
Instructional Assistant/Biology/Science &
Math/SAC
Effective: 08/27/12-05/26/13

Uribe, Brandon
Instructional Assistant/Biology/Science &
Math/SAC
Effective: 08/27/12-05/26/13

Voss, Nicholas
Instructional Assistant/Biology/Science &
Math/SAC
Effective: 08/27/12-05/26/13

Wilkins, Alexandria
Instructional Assistant/Biology/Science &
Math/SAC
Effective: 08/27/12-05/26/13

Additional Hours for On Going Assignment

Avalos, Omar
Instructional Assistant/Music/Fine &
Performing Arts/SAC
Effective: 08/27/12-06/30/13
Not to exceed 19 consecutive days in any
given period

Bellis, Barbara
Library Technician/Library/Arts,
Humanities & Social Sciences/SCC
Effective: 08/27/12-06/30/13
Not to exceed 19 consecutive days in any
given period

Cabrera, Juan
Instructional Assistant/ Student Affairs/
SAC
Effective: 07/02/12 – 08/07/12
Not to exceed 19 consecutive days in any
given period.

Additional Hours for On Going Assignment cont'd

Hanson, Veronica Admissions & Records Specialist II/Student Services/SCC	Effective: 08/21/12-06/30/13 Not to exceed 19 consecutive days in any given period
Nguyen, Mai Admissions & Records Specialist I/Student Services/SCC	Effective: 08/21/12-06/30/13 Not to exceed 19 consecutive days in any given period
Palomares, Eva Transfer Center Specialist/ Counseling/ SAC	Effective: 08/13/12 – 12/21/12 Not to exceed 19 consecutive days in any given period.
Trujillo Zuniga, Beatrice Senior Clerk/Academic Affairs/SAC	Effective: 08/21/12-06/30/13 Not to exceed 19 consecutive days in any given period
Zambrano, Adalberto Instructional Assistant/ Science & Math/ SAC	Effective: 08/13/12 – 08/22/12 Not to exceed 19 consecutive days in any given period.

Substitute Assignments

Bachelder, Jason Student Services Specialist/ Student Services/ SCC	Effective: 08/15/12 – 06/30/13
Castellanos, Margie Counseling Assistant/ Counseling/ SAC	Effective: 08/13/12 – 12/21/12
Jensen, Ashley Learning Facilitator/Biology/Math & Science/SCC	Effective: 08/15/12-10/15/12

MISCELLANEOUS POSITIONS

Choun, Jinhee Presenter II, Corporate Training Institute, Educational Services/District	Effective: 08/20/12 – 06/30/13
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MISCELLANEOUS POSITIONS cont'd

Choun, Jinnee Presenter I, Corporate Training Institute, Educational Services/District	Effective: 08/20/12 – 06/30/13
Covarrubias, Deisy Dir. Special Programs/ Student Services/ SCC	Effective: 08/15/12 – 06/30/13
Martinez, Ricardo Clerical Assistant I/ Auxiliary Services/ SAC	Effective: 08/21/12 – 06/30/13
Parks, Timothy Model/Art/Arts, Humanities & Social Sciences/SCC	Effective: 08/27/12-05/26/13
Picard, Gabrielle Clerical Assistant I/ Auxiliary Services/ SCC	Effective: 08/21/12 – 06/30/13

Instructional Associates/Associate Assistants

Criminal Justice

Dale, Wayne	Effective: 08/21/12
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Jacques, Jeffrey	Effective: 08/21/12
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Occupational Therapy

Silvas, Edward	Effective: 08/21/12
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Exercise Science

Watts, Shawn	Effective: 08/21/12
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VOLUNTEERS

Duarte Kirsten Non Student/ Counseling/ SCC	Effective: 08/21/12 – 06/30/13
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Medlin, Christy Exercise Science/ SCC	Effective: 08/21/12 – 06/30/13
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Human Resources)

To:	Board of Trustees	Date: August 20, 2012
Re:	Adoption of Resolution No. 12-47 regarding Reduction in Force in Educational Services	
Action:	Request for Approval	

BACKGROUND

As the District's base funding continues to decrease, workloads in some areas have decreased and staff reductions are required.

ANALYSIS

The establishment of programs in the District's Corporate Training Institute/ACT Center and Digital Media Center initially required the services of a full-time Computer Lab Technician. As those programs and services have developed, the workload associated with that position has decreased and that position is no longer required.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 12-47.

Fiscal Impact: \$73,340	Board Date: August 20, 2012
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Resolution Regarding the Reduction in Force in Educational Services

Resolution No. 12-47

Whereas, the State of California continues to reduce base funding for the California Community Colleges; and

Whereas, the District finds it necessary to reduce staffing in the Educational Services division in order to offset income lost as a result of reductions in the state budget; and

Whereas, due to a lack of funds/lack of work, the Governing Board finds it in the best interest of the District, that as of October 5, 2012, certain services now being provided by the District be reduced or discontinued by the following extent.

NOW, THEREFORE, BE IT RESOLVED, that as of October 5, 2012, the workforce of the District will be reduced or discontinued to the extent set forth as follows:

Computer Lab Technician, CTI/ACT Center/DMC, full-time – one (1) position

BE IT FURTHER RESOLVED that the Executive Vice Chancellor of Human Resources and Educational Services be and hereby is authorized and directed to give notice of layoff of this position and of displacement rights to the affected employee of the District.

Dated this 20th day of August 2012

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D., Chancellor
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Amendment #3 to CJA Agreement – County of Orange Sheriff’s Department, Coroner’s Office and Probation Department	
Action:	Request for Approval	

BACKGROUND

Presently we have agreements with the County of Orange to support contract training for the Orange County Sheriff’s Department, the Coroner’s Office and the Orange County Probation Department. We have had this partnership for forty (40) years now. This amendment extends our agreement for one year.

ANALYSIS

This amendment to an existing agreement shall remain in effect for one (1) year or until terminated by either party. This amendment has been reviewed by Dean Simon B. Hoffman and college staff. This amendment carries no costs or other financial arrangements.

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: August 20, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**AMENDMENT NUMBER THREE
TO
AGREEMENT MA-060-11012581
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This AMENDMENT NUMBER THREE to CONTRACT number MA-060-11012581 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and Rancho Santiago Community College District, (hereinafter "CONTRACTOR") with a place of business at 2323 North Broadway, Santa Ana, CA 92706, is made and entered upon execution of all necessary signatures.

RECITAL:

WHEREAS, COUNTY and CONTRACTOR executed a CONTRACT for Consultant Services, Law Enforcement Training, Contract Number Z1000000068 (hereinafter "ORIGINAL AGREEMENT"), for a one (1) year term of August 22, 2009 through and including August 21, 2010;

WHEREAS, COUNTY and CONTRACTOR renewed ORIGINAL AGREEMENT as Contract MA-060-11011500 (hereinafter "AMENDMENT NUMBER ONE"), for a one (1) year term of August 22, 2010 through and including August 21, 2011;

WHEREAS, COUNTY and CONTRACTOR renewed Contract MA-060-11011500, as Contract MA-060-11012581 (hereinafter "AMENDMENT NUMBER TWO"), for a one (1) year term of August 22, 2011 through and including August 21, 2012;

WHEREAS, COUNTY and CONTRACTOR desire to renew ORIGINAL AGREEMENT to continue receiving services from CONTRACTOR for an additional one (1) year term and the CONTRACTOR has agreed to continue provide those services at the rates set forth in ORIGINAL AGREEMENT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, Both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. Additional Terms and Conditions, Section A - Term of Contract, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

Folder: 581480
Rancho Santiago Community College District

Contractor's Initial: _____
Contract MA-060-13010020

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 8/22/09 through and including 8/21/13, unless otherwise terminated by COUNTY. The period of 8/22/09 through and including 8/21/10 shall be known as Contract number Z1000000068. The period of 8/22/10 through and including 8/21/11 shall be known as Contract number MA-060-11010253. The period of 8/22/11 through and including 8/21/12 shall be known as Contract number MA-060-11012581. The period of 8/22/12 through and including 8/21/13 shall be known as Contract number MA-060-13010020. This Contract may be renewed for one (1) separate additional one (1) year terms by mutual agreement of both Parties.

The COUNTY is not under any obligation to provide CONTRACTOR with a reason should it elect not to renew this Contract, nor is the COUNTY obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Z1000000068) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract MA-060-11010253) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060-11012581) is attached hereto as Exhibit C and incorporated by this reference.
5. All other provisions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO, to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on August 21, 2012 are hereby extended to August 21, 2013.

(Signature page follows)

Folder: 581480
Rancho Santiago Community College District

SAC-09-035C

Contractor's Initial: _____
Contract MA-060-13010020

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER THREE for renewal of Agreement MA-060-11012581.

*JBH
JA*

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

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

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. **In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.**

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Print Name: _____ Date: _____

Folder: 581480
Rancho Santiago Community College District

Contractor's Initial: _____
Contract MA-060-13010020

SAC-09-035C

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: August 20, 2012
Re: Approval of CJA Agreement Renewal – County of Orange	
Action: Request for Approval	

BACKGROUND

Santa Ana College and the County of Orange have a forty (40) year partnership providing police training. This five (5) year agreement is renewing an agreement that expires on September 17, 2012. The agreement creates a mechanism for the County to pay registration fees for training that SAC Criminal Justice Academies provides for them.

ANALYSIS

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This agreement has been reviewed by Dean Simon B. Hoffman and college staff. This agreement carries no costs or other financial arrangements.

RECOMMENDATION

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

Fiscal Impact: None	Board Date: August 20, 2012
Prepared by: Linda D. Rose, Ed.D., Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**FIVE-YEAR AGREEMENT MA-060-13010027
BETWEEN THE
COUNTY OF ORANGE
AND THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT, hereinafter referred to as "Agreement", is made and entered as of the date fully executed 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."

RECITAL:

WHEREAS, COUNTY desires to contract with DISTRICT for Registration and Tuition Fees for Criminal Justice Academy Classes and;

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

WHEREAS, DISTRICT is agreeable to providing such services on the terms and conditions hereinafter set forth by this AGREEMENT;

WHEREAS, DISTRICT has cooperated with COUNTY for a number of years in the training programs;

WHEREAS, there is mutual benefit to COUNTY and DISTRICT in continuing their relationship in providing the training programs, which includes permitting the attendance of students who have not been hired or sponsored by public police agencies;

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, commencing on September 18, 2012 and terminating September 17, 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 one hundred and eighty (180) days written notice to the other party.

C. PROVISIONS OF THE AGREEMENT:

1. DISTRICT'S RESPONSIBILITIES:

- a. Services – DISTRICT'S responsibilities shall be to diligently furnish to the COUNTY the services as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

D. PAYMENT:

- 1. Registration and Tuition Fees – The fees to be paid by COUNTY for the services as set forth in Attachment A, hereby incorporated in this Agreement by Reference.
- 2. The DISTRICT shall invoice the COUNTY in advance, supplying mutually acceptable documentation of student contact hours for each class.

E. INDEMNIFICATION:

COUNTY, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence or any other act or omission of DISTRICT or any of its officers or employees.

DISTRICT shall indemnify, defend with counsel approved by COUNTY, and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of DISTRICT, its officers, agents, employees, subcontractors and independent contractors related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and DISTRICT shall defend, with counsel approved by COUNTY, at DISTRICT'S expense including attorney fees, COUNTY, its officers, agents employees, and independent contractors in any legal action or claim of any kind based upon such alleged acts or omission.

COUNTY shall indemnify, defend with counsel approved by DISTRICT, and hold DISTRICT, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, subcontractors and independent contractors related to this Agreement for property damage, bodily injury or death, or any other element of damage of any kind or nature, and COUNTY shall defend, with counsel approved by DISTRICT, at COUNTY'S expense including attorney fees, DISTRICT its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

F. NOTICES:

All notices authorized or required by this Agreement shall be effective when writing and deposited in the United States mail, first class postage prepaid and addressed as follows:

DISTRICT:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations and Fiscal Services
2323 North Broadway
Santa Ana, CA 92706
Ph: (714) 480-7340
Fx: (714) 796-3935

COUNTY:

Sheriff-Coroner Department
1900 West Katella Avenue
Orange, CA 92867
Attention: Training Division Captain
Ph: (714) 538-9668
Fx: (714) 538-4959

Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

G. 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.

H. ALTERATION OF TERMS:

This Agreement fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement MA-060-13010027 in the County of Orange, State of California.

BBH

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BY: _____
DISTRICT: Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Services

DATE: _____

COUNTY OF ORANGE,
a political subdivision of the State of California

BY: _____
COUNTY: John M.W. Moorlach
Chairman of the Board of Supervisors

DATE: _____

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535
Attest:

Susan Novak
Clerk of the Board of Supervisors
Orange County, California

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

DATED: _____

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// //

ATTACHMENT A

SCOPE OF WORK

1. **Scope of Services:** District shall provide Criminal Justice Academy Classes for the Sheriff's Department recruits. The recruits in the Sheriff's Criminal Justice Academy shall be able to obtain college credits for courses taken as part of their academy training, and their continuing professional development training.
2. **District shall provide** classes deemed of benefit to the Orange County Sheriff's Department, and regional law enforcement. The classes to be presented will be selected based on the mutual agreement of the OCSD Training Division Commander, and the Santa Ana College Assistant Dean of Criminal Justice. **The following classes are a partial list representing class offerings:**

<u>CLASS</u>	<u>UNITS</u>	<u>FEE*</u>
a. Basic Police Academy	19.8	\$910.80
b. Level 1 Modular Academy	9.1	\$418.60
c. Level 2 Modular Academy	4.5	\$207.00
d. Level 3 Modular Academy	3.6	\$165.60
e. Custody Service Assistant Course	7.0	\$322.00
f. Corrections Office Core Course	4.0	\$184.00
g. Basic Supervisory Course	1.6	\$73.60
h. Field Training Officer Course	0.8	\$36.80

Contract shall not exceed \$190,000.00/year.

*The tuition unit rate is set by the State Legislature and is subject to change. It is currently at \$46.00/per unit.

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

To: Board of Trustees	Date: August 20, 2012
Re: Approval of Renewal of Nursing Program Agreement – California State University, Fullerton	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This agreement with California State University, Fullerton allows for clinical training of 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 and is in effect for three (3) years.

RECOMMENDATION

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

Fiscal Impact: None	Board Date: August 20, 2012
Prepared by: Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL AFFILIATION AGREEMENT

This Agreement is made this 12th day of June 2012, by and between the State of California acting through the Trustees of the California State University on behalf of CALIFORNIA STATE UNIVERSITY, FULLERTON, hereinafter called the (“University”) and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of SANTA ANA COLLEGE, hereinafter called the (“College”).

- A. College is an institution of higher learning authorized pursuant to California law to offer an approved program for the instruction and training of students.
- B. University is an institution of higher learning authorized pursuant to California law to offer fully accredited health science programs and to maintain classes and such programs at College for the purpose of providing clinical training for students in such classes.
- C. College operates an institutional facility which is suitable for University’s Clinical training programs offered in BSN; MSN: Leadership, Women’s Health Care, School Nursing, Nurse Educator, FNP Concentrations; and DNP (“Program” or “Programs”).
- D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Programs at College.
- E. The parties will both benefit by making a clinical training program available to University students at College.

THE PARTIES AGREE AS FOLLOWS:

I. GENERAL INFORMATION ABOUT THE PROGRAM

- A. The maximum number of University students who may participate in the Program during each training period shall be mutually agreed by the parties at least 30 days before the training period begins.
- B. The starting date and length of each Program training period shall be determined by mutual agreement.

II. UNIVERSITY’S RESPONSIBILITIES

- A. Academic Responsibility. University shall develop the curriculum of the Programs and shall be responsible for offering health care education programs eligible, if necessary, for accreditation and approval by any state board or agency.
- B. Schedule of Assignments. University shall notify College’s Program supervisor of student assignments, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.
- C. Orientation Program. University shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at College.

D. Records. University shall maintain all personnel records for its staff and all attendance academic records for its students participating in the Programs. University shall implement and maintain an evaluation process of the students' progress throughout the Programs.

E. Discipline. University shall be responsible for counseling, controlling and disciplining students.

F. Health Clearance. University shall inform students of the students' need to comply with College's requirements for immunizations and tests, including but not limited to an annual health examination, negative tuberculin skin test/and or chest x-ray as required. Also, University shall inform students of the students' need to comply with College's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

G. Student Responsibilities. University shall notify students in the Program that they are responsible for:

1) Complying with College's clinical and administrative policies, procedures, rules and regulations;

2) Arranging for their own transportation and living arrangements if not provided by University;

3) Assuming responsibility for their personal illnesses, necessary immunizations, tuberculin tests, and annual health examinations;

4) Maintaining the confidentiality of patient information:

a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the Program is forbidden except as a necessary part of the practical experience;

b) Neither University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by College that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations;

c) College shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.

5) Complying with College's dress code and wearing name badges identifying themselves as students;

6) Attending an orientation to be provided by their University instructors;

7) Notifying College immediately of any violation of state or federal laws by any student; and

8) Providing services to College's patients only under the direct supervision of the University faculty and/or College's professional staff.

H. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for University's employees and agents, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, either from University or College. For purposes of this agreement, however, students are trainees and shall be considered members of College's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103. University shall bear all costs associated with providing workers' compensation coverage for student trainees.

I. Background Checks. If required, provide criminal background clearance for student(s) from the appropriate agency (ies), including fingerprinting where legally sanctioned, and maintain the confidentiality of any results as required by federal or state law.

J. Workers Compensation. University will provide students with Workers' Compensation coverage.

III. COLLEGE'S RESPONSIBILITIES

A. Clinical Experience. College shall accept from University the mutually agreed upon number of students enrolled in the Program and shall provide the students with clinical experience during the agreed upon dates and times (for pre-licensure students, the University faculty will be supervising the students).

B. Implementation of Programs. College agrees to cooperate with and assist in the planning and implementation of the Programs at College for the benefit of students from University.

C. Orientation Program for University Instructors. College shall provide an orientation for University instructors who will oversee students in the Program, and shall include all information and materials that University instructors are to provide during the student orientation required in paragraphs II.C and II.F.6) above.

D. Access to Facilities. College shall permit students enrolled in the Program access to College facilities as appropriate and necessary for their Program, provided that the students' presence shall not interfere with College's activities.

E. Records and Evaluations. University shall maintain complete records and reports on each student's performance and College staff shall provide input on student performance to University as requested (Only faculty can evaluate student performance for grading; College staff provide input on student performance at the prelicensure level).

F. Withdrawal of Students. College may request that University withdraw from the program any student who College determines is not performing satisfactorily, refuses to follow College's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing and must include a statement as to the reason or reasons for College's request. University shall comply with the written request within five (5) days after actually receiving it.

G. Emergency Health Care/First Aid. College shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Any emergency health care or first aid provided by College shall be billed to the student at College's normal billing rate for private-pay patients. Except as provided in this paragraph, College shall have no obligation to furnish medical or surgical care to any student.

H. Student Supervision. In the absence of University faculty, College shall permit students to perform services for patients only when under the supervision of a registered, licensed, or certified clinician/professional on College's staff. Such clinicians or professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall train (students train vs. work), perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their University faculty and/or College-designated supervisors. Students are to be regarded as trainees, not employees, and are not to replace College's staff.

I. College's Confidentiality Policies. As trainees, students shall be considered members of College's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to College's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, College shall provide students with substantially the same training that it provides to its regular employees.

IV. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

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.

V. STATUS OF UNIVERSITY AND COLLEGE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of either College or University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are, however, considered members of College's "workforce" for purposes of HIPAA compliance.

VI. INSURANCE

A. University Insurance. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by University's employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide College with evidence of the insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to College. University shall

promptly notify College of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

The State of California has elected to be self-insured for its general liability, vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.

B. Student Insurance. University shall ensure that each student in the Program is covered during the term of this Agreement by professional liability insurance of not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. University will provide evidence of a student's professional liability coverage to Agency upon request.

C. College Insurance. College shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and three million dollars (\$3,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self- insurance. College shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. College shall provide University with evidence of the insurance coverage required by this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to University. College shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

VII. 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 non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

VIII. TERM AND TERMINATION

A. Term. This Agreement shall remain in full force and effect for an initial term of three (3) years beginning on the 1st day September 1, 2012 through August 31, 2015.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination shall take effect with respect to currently enrolled students, who shall be permitted to complete their training for any semester in which termination would otherwise occur.

IX. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section II, Paragraph F, subdivisions 4.a), 4.b), and 4.c); Section II, Paragraph H, to the extent it provides that students are members of College's "workforce" for purposes of HIPAA; Section III, Paragraphs H and I; and Section V. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

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

E. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

F. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

G. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:"

TO UNIVERSITY:

California State University, Fullerton
Contracts & Procurement
2600 East Nutwood Ave., Suite 389
Fullerton, CA 92831
Angela Warren, Buyer III

TO COLLEGE:

Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
Attn: Becky Miller, MSN, RN
Associate Dean of Health Sciences

X. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

CALIFORNIA STATE UNIVERSITY
FULLERTON

SANTA ANA COLLEGE

By: _____

By: _____

Name: Angela Warren

Name: Peter J. Hardash

Title: Buyer III

Title: Vice Chancellor, Fiscal Services/
Business Operations

Date: _____

Date: _____

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Renewal of Nursing, Health Sciences, Occupational Therapy, Speech Language Pathology, and Pharmacy Technician Programs Agreement – Western Medical Center Santa Ana	
Action:	Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with Western Medical Center Santa Ana, located in Santa Ana, will yield appropriate clinical rotation activities for the programs.

ANALYSIS

The clinical affiliation agreement covers the scope of programs' operations of the facility 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 and is in effect for two years.

RECOMMENDATION

It is recommended that the Board of Trustees approve this clinical affiliation agreement renewal with Western Medical Center Santa Ana.

Fiscal Impact:	None	Board Date: August 20, 2012
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of October 1, 2012 (the “Effective Date”) between **Rancho Santiago Community College District, on behalf of Santa Ana College** (“District”), and **WMC-SA, Inc.**, a California corporation, doing business as Western Medical Center Santa Ana (“Hospital”).

RECITALS:

A. District offers to enrolled students a degree program in the fields of Nursing, Health Sciences, Occupational Therapy, Speech Language Pathology, and Pharmacy Technicians.

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California (“State”).

C. District desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of District for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF DISTRICT.

a. **Clinical Program.** District shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

(1) orientation of students and faculty to the clinical experience at Hospital;

(2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;

(3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;

(4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

(5) supervision of students and their performance at Hospital, except for Occupational Therapy and Pharmacy Technicians students, who are supervised by Hospital Departmental personnel.

(6) participation, with the students, in Hospital's Quality Assurance and related programs; and

(7) performance of such other duties as may from time to time be agreed to between District and Hospital.

All students, faculty, employees, agents and representatives of District participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. District shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Health of Program Participants.** District shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. District and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

c. **Dress Code; Meals.** District shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by District. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

d. **Performance of Services.** All faculty provided by District shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. District shall have a specially designated staff for the performance of the services specified herein. District and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards

and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of District as may be in effect from time to time. Neither District nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

e. **OSHA Compliance.** District shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the “Regulations”), including, but not limited to accepting the same level of responsibility as “the employer” would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. District’s responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

f. **Training.** Prior to a student’s first assignment at Hospital, the assignment of a District employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, District shall require that the individual complete training regarding Hospital’s patient information privacy policies and practices provided by Hospital and achieve a passing score (as defined by Hospital from time to time) on the post test. District shall maintain training records for a minimum of six years, including, without limitation, the names of those students, District employees, agents, representatives and faculty members that completed the training with the applicable date (“Training Records”). Further, District shall make the Training Records available to Hospital promptly, and without charge, upon Hospital’s request.

g. **Certification.** Prior to a student’s first assignment at Hospital, School shall provide proof of current/valid CPR certification (“Certification”), Healthcare Provider Level, for all students in direct patient care positions, per Hospital guidelines. Such Certification shall be provided to Hospital upon renewal/update of Certification.

h. **Criminal Background Verification.** School acknowledges that each student shall be required to submit to a criminal background check as a condition of participation in the Program and shall assist Hospital as reasonably requested to assure the timely completion of this review. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable criminal history.

2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the students and faculty assigned to the Program by District and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by District and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate District's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of District, Hospital shall assist District in the evaluation of each Program Participant's performance in the Program. However, District shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or District.

b. Any courtesy appointments to faculty or staff by either the District or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request District to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only District can dismiss the Program Participant from the Program at Hospital.

5. INDEPENDENT CONTRACTOR. The parties hereby acknowledge that they are independent contractors, and neither the District nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees

of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. District shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program. 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 the District's Title IX Officer and/or Section 504/ADA Coordinator.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** District recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, District and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. District agrees that neither District nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of District's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to District's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither District nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to District.

c. **Patient Information.** Neither District nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and District and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. District acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, District and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** District acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to District or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and District that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to District or its faculty, employees, agents or representatives for District's use in evaluating the student.

District, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. District and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. District will promptly report to Hospital any uses or disclosures, of which District or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that District contracts with any agents or independent contractors to

whom District provides Protected Health Information, District shall include provisions in such agreements pursuant to which District and such agents or independent contractors agree to the same restrictions and conditions that apply to District with respect to Protected Health Information. District will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from District or a Program Participant, District or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from District or a Program Participant, then District shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, District or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in District's or Program Participant's possession.

If District or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then District or the Program Participant shall within five days forward the request to Hospital. District shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of District's disclosures. If Hospital determines that the request is a request for an accounting of District's disclosures and District is a Covered Entity (as defined in 45 C.F.R. § 160.103), then District shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then District and Program Participants shall within 10 days forward any information in District's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by District or Hospital by virtue of this Subsection.

e. **Audit.** District shall, within five business days of a written request from Hospital, make available during normal business hours at District or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine District's compliance with this Section 7. If Hospital discovers any violation of this Section 7, District shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. District and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. District shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by District and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. District and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by District and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. District shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. District and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. District

shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by District and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both District and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM; TERMINATION.**

a. **Term.** The initial term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, District shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by District or Program Participants on behalf of Hospital, and which District or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

d. **Termination During the First Twelve Months of the Initial Term.** In the event this Agreement is terminated during the first twelve (12) months of the Initial Term, the parties shall be prohibited from entering into the same arrangement with each other until after the expiration of the first twelve (12) months of the Initial Term. The provisions of this

Subsection shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

10. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **MUTUAL 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 non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Section 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. **VENUE.** The parties agree that Orange County, California shall be the only proper venue for disputes related to this Agreement.

14. **ATTORNEYS' FEES.** If legal action, arbitration, or other proceeding is commenced by either party arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees from the other party, in addition to any other relief granted.

15. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

16. **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 of the provisions contained herein.

17. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of California. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

18. **ASSIGNMENT; BINDING EFFECT.** District may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of District, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of District as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

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

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

If to Hospital: WMC-SA, Inc.
d/b/a Western Medical Center Santa Ana
1001 North Tustin Avenue
Santa Ana, CA 92705
Attn: Chief Executive Officer

with a copy to: Integrated Healthcare Holdings, Inc.
1301 North Tustin Avenue
Santa Ana, CA 92705
Attn: General Counsel

or to such other persons or places as either party may from time to time designate by written notice to the other.

20. **STATEMENT OF RESPONSIBILITY.** For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Hospital, School, its successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the Student while participating in the Program operated by School at Hospital, unless such injury or loss arises solely of Hospital's gross negligence or willful misconduct.

21. **CONFIDENTIALITY STATEMENT.** The School hereby acknowledges its responsibility under applicable federal law and the Agreement between School and Hospital, to ensure the student (1) keeps confidential any information regarding Hospital patients and proprietary information of Hospital; (2) agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital; and (3) agrees to comply with any patient information privacy policies and procedures of the School and Hospital.

22. **MASTER LIST OF CONTRACTS.** Hospital shall maintain a master list of contracts that is maintained and updated centrally and is available for review by the Secretary of the United States Department of Health and Human Services upon request.

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT (ON BEHALF OF
SANTA ANA COLLEGE**

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

**WMC-SA, INC.
D/B/A WESTERN MEDICAL CENTER SANTA ANA**

By: _____
Name: Dan Brothman
Title: Chief Executive Officer
Date: _____

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Nursing Program Agreement – Oasis Senior Center	
Action:	Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with Oasis Senior Center, located in Corona Del Mar, will yield appropriate clinical rotation activities for the programs.

ANALYSIS

The clinical affiliation agreement covers the scope of programs' operations of the facility 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 and is in effect for five years.

RECOMMENDATION

It is recommended that the Board of Trustees approve this clinical affiliation agreement renewal with Oasis Senior Center.

Fiscal Impact:	None	Board Date: August 20, 2012
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement (the “Agreement”) is made and entered into between the **Rancho Santiago Community College District**, a public educational agency (“District”) located in Santa Ana, California, and **Oasis Senior Center** (“Clinical Facility”) located in Corona Del Mar, California.

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

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

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

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

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

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

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

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

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

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

“Clinical Facility” shall refer to Oasis Senior Center, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The “Program” shall refer to the Clinical training in health science programs; and

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

TERMS

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

7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. Orientation. Clinical Facility and College shall provide an orientation for assigned students and faculty participating in each rotation.
9. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

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

accountability for patient care and shall provide adequate staffing in number and competency to ensure safe and continuous health care during the term of this Agreement.

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

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.
21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall ensure that all students and instructors maintain professional liability insurance coverage (either independently or as an additional insured on District's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this

Agreement. Further, District shall ensure that such policies provide for notification to Clinical Facility at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at Clinical Facility pursuant to this Agreement at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section including naming the City of Newport Beach as additionally insured within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date when any new student or instructor commences participation in the Program(s). These coverages are in effect while the student is on-site at Clinical Facility.

23. Insurance Carried by Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy. Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

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

24. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

Any student participating in a rotation shall provide verification of annual T.B. screening, immune status for mumps, rubeola, rubella, and chicken pox, hepatitis B (or signed waiver for hepatitis B).

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or

reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. Effective Date Termination. This Agreement shall become effective on August 20, 2012 and shall remain in effect until August 19, 2017, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

Mail to:

To Clinical Facility:

Oasis Senior Center
800 Marguerite Ave.
Corona Del Mar, CA 92625
Attn: Celeste Haug

To College:

Director of Nursing
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706

With a copy to:

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

33. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Clinical Facility

By: _____

Typed Name: _____

Title: _____

Date: _____

Rancho Santiago Community College District

By: _____

Typed Name: Peter J. Hardash

Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of OTA Agreement Renewal – Healthsouth Corporation	
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 is an existing agreement that is being expanded to include clinical experience for OTA program students. 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 Healthsouth Corporation in Birmingham, Alabama.

Fiscal Impact:	None	Board Date: August 20, 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	

AMENDMENT TO Santa Ana College AGREEMENT

THIS AMENDMENT ("Amendment") made effective as of April 9, 2012 (the "Effective Date") by and between Santa Ana College ("School") and HealthSouth Corporation, as agent for its affiliates and subsidiaries, which own and operate rehabilitation hospitals and other healthcare facilities on a nationwide basis ("HealthSouth") to that certain agreement entered into by the parties entitled the "Santa Ana College" dated of even date herewith ("Agreement").

[School Name]

WHEREAS, HealthSouth owns and operates a national network of rehabilitation hospitals and other healthcare facilities in various locations throughout the United States, (each, a "Hospital"):

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 (each a "Student") to have the ability to participate in clinical rotations in patient-care settings at a Hospital; and

WHEREAS, School and HealthSouth have agreed to amend the Agreement with respect to the matters contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the parties hereto have agreed as follows:

1. The Agreement is hereby amended by adding the following:

a. In addition to students performing a clinical rotation in the program of Pharmacy Technology, the School and hospitals recognize that students from the Occupational Therapy Assistant program shall also be covered by the existing agreement.

2. Effect of Amendment. Except as amended hereby, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year last written below to be effective as of the Effective Date.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Date _____

HEALTHSOUTH CORPORATION:

By: _____

Cheryl B. Levy
Chief Human Resources Officer
Corporate Human Resources
3660 Grandview Parkway, Suite 200
Birmingham, Alabama 35243

Date _____

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 _____, 200__.

Name of Student (Print)

Signature of Student

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
Past and current employment
Criminal and police records
Credit history (Consumer Reports)
Motor vehicle records
Professional credentials
Public records
Education
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:

City State From: Month/Year To: Month/Year City State From: Month/Year To: Month/Year

City State From: Month/Year To: Month/Year City State From: Month/Year To: Month/Year

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)

Please indicate the type of background check requested:

Credit Required for designated positions prior to offer of employment. Result: _____ Date: _____ Source: _____

Criminal Required for all positions immediately upon candidate's acceptance of employment offer. Result: _____ Date: _____ Source: _____

FACIS (OIG/GSA) Screen through Certiphi Screening Inc. Previously performed through Cornerstone. Please see the Compliance Homepage for instructions. Result: _____ Date: _____

Fax form to: 205-802-7896 To obtain results call: 1-800-417-4669 or check your e-mail address.



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: August 20, 2012
Re:	Approval of New Pharmacy Technology Agreement – Los Alamitos Medical Center, Inc.	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This new clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall remain in effect 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 Los Alamitos Medical Center, Inc., in Los Alamitos, California.

Fiscal Impact:	None	Board Date: August 20, 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 ("Agreement") is made and entered into as of the later of June 1st, 2012 or the execution of the Agreement by both parties (the "Effective Date") between Santa Ana College ("School"), and Los Alamitos Medical Center, Inc., a California corporation, doing business as Los Alamitos Medical Center ("Hospital").

RECITALS:

- A. School offers to enrolled students a degree program in the field of Pharmacy Technology.
- B. Hospital operates a comprehensive inpatient facility licensed in the State of California ("State").
- C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.
- D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital's Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall

include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Background Verifications.** School shall provide Hospital with a description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

h. **Drug Screens.** Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

i. **Indemnification.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School's agents or subcontractors.

2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

c. Hospital agrees to indemnify and hold School harmless against and from any and all losses, claims, actions, damages, expenses or liabilities, including reasonable attorney's fees to which School may become subject in connection with Hospital's negligence.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School

nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital 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.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set

standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

c. School shall provide coverage on behalf of Program Participants (students).

d. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM.** The term of this Agreement ("Term"), shall be five (5) years commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

10. **TERMINATION.**

a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

b. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which

prevented the return or destruction of such Protected Health Information.

11. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration ("Rules") of the Judicial Arbitration and Mediation Services ("JAMS") before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

14. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School's rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

15. **COMPLIANCE OBLIGATIONS.** School represents it read, understands, and shall abide by Tenet's Standards of Conduct. The parties to this Agreement shall comply with Tenet's Compliance Program and Tenet's policies and procedures related to the Deficit Reduction Act of

2005, Anti-Kickback Statute and the Stark Law. Tenet's Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively "False Claims Laws") with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/pages/ethicscompliance.aspx>. The School shall require anyone providing services to Hospital to read the Standards of Conduct and information concerning Tenet's Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

16. **EXCLUSION LISTS SCREENING.** School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>); and (c) any applicable state healthcare exclusion list (collectively, the "Exclusion Lists") to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "Ineligible Person"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

**LOS ALAMITOS MEDICAL CENTER, INC.,
d/b/a LOS ALAMITOS MEDICAL CENTER**

By: _____
Michele Finney
President/Chief Executive Officer

Date: _____

Address: 3751 Katella Avenue
Los Alamitos, California 90720

PHH
**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

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

Date: _____

Address: 2323 North Broadway
Santa Ana, CA 92706

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Los Alamitos Medical Center ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by Santa Ana College ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between Santa Ana College ("School") and Los Alamitos Medical Center ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

Santa Ana College

HEALTH OF PROGRAM PARTICIPANTS. School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

BACKGROUND CHECKS. School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA

Other: _____

ATTENDING STUDENTS:

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

STAFF:

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

School acknowledges this information will be available to all Tenet affiliates as reasonably necessary.

By: _____
 Name: _____
 Title: _____
 Date: _____

Check Registers Submitted for Approval
Checks Written for Period 07/14/12 thru 08/13/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54425	General Fund Unrestricted	45,193.00	0.00	45,193.00	92*0323229	92*0323309
54426	General Fund Unrestricted	33,813.00	0.00	33,813.00	92*0323310	92*0323342
54427	General Fund Unrestricted	44,395.12	0.00	44,395.12	92*0323343	92*0323429
54428	General Fund Unrestricted	136,373.39	0.00	136,373.39	92*0323430	92*0323538
54445	General Fund Unrestricted	200.00	0.00	200.00	92*0323613	92*0323613
54446	General Fund Unrestricted	40,544.00	0.00	40,544.00	92*0323616	92*0323617
54447	General Fund Unrestricted	200.00	0.00	200.00	92*0323623	92*0323623
54450	General Fund Unrestricted	2,621.70	0.00	2,621.70	92*0323629	92*0323639
54453	General Fund Unrestricted	23,625.03	0.00	23,625.03	92*0323644	92*0323647
54454	General Fund Unrestricted	12,467.15	0.00	12,467.15	92*0323650	92*0323651
54456	General Fund Unrestricted	1,074.32	0.00	1,074.32	92*0323655	92*0323656
54461	General Fund Unrestricted	469.79	0.00	469.79	92*0323675	92*0323675
54462	General Fund Unrestricted	8,641.57	0.00	8,641.57	92*0323676	92*0323678
54463	General Fund Unrestricted	1,660,450.11	0.00	1,660,450.11	92*0323679	92*0323680
54464	General Fund Unrestricted	27,208.41	0.00	27,208.41	92*0323681	92*0323683
54465	General Fund Unrestricted	67,883.91	0.00	67,883.91	92*0323684	92*0323684
54466	General Fund Unrestricted	200.00	0.00	200.00	92*0323687	92*0323687
54467	General Fund Unrestricted	66,557.47	0.00	66,557.47	92*0323688	92*0323691
54470	General Fund Unrestricted	2,017.75	0.00	2,017.75	92*0323698	92*0323700
54471	General Fund Unrestricted	10,579.70	0.00	10,579.70	92*0323701	92*0323701
54472	General Fund Unrestricted	168,399.65	0.00	168,399.65	92*0323702	92*0323705
54473	General Fund Unrestricted	164,218.81	0.00	164,218.81	92*0323706	92*0323708
54477	General Fund Unrestricted	613.61	0.00	613.61	92*0323716	92*0323717
54478	General Fund Unrestricted	1,325.87	0.00	1,325.87	92*0323718	92*0323721
54479	General Fund Unrestricted	19,054.73	0.00	19,054.73	92*0323722	92*0323722
54480	General Fund Unrestricted	5,152.80	0.00	5,152.80	92*0323723	92*0323725
54484	General Fund Unrestricted	27,720.00	0.00	27,720.00	92*0323733	92*0323733
54485	General Fund Unrestricted	480.00	0.00	480.00	92*0323735	92*0323738
54486	General Fund Unrestricted	2,450.00	0.00	2,450.00	92*0323739	92*0323739
54487	General Fund Unrestricted	13,796.75	0.00	13,796.75	92*0323744	92*0323744
54488	General Fund Unrestricted	2,052.29	0.00	2,052.29	92*0323745	92*0323758
54489	General Fund Unrestricted	1,525.72	0.00	1,525.72	92*0323759	92*0323782
54492	General Fund Unrestricted	338.56	0.00	338.56	92*0323785	92*0323787
54495	General Fund Unrestricted	477.40	0.00	477.40	92*0323795	92*0323799
54496	General Fund Unrestricted	23,273.40	0.00	23,273.40	92*0323800	92*0323801
54497	General Fund Unrestricted	1,212.17	0.00	1,212.17	92*0323804	92*0323804
54498	General Fund Unrestricted	608.47	0.00	608.47	92*0323807	92*0323807
54499	General Fund Unrestricted	9,044.00	0.00	9,044.00	92*0323809	92*0323810
54502	General Fund Unrestricted	673.16	0.00	673.16	92*0323819	92*0323821
54503	General Fund Unrestricted	3,247.06	0.00	3,247.06	92*0323825	92*0323828
54506	General Fund Unrestricted	372.30	0.00	372.30	92*0323835	92*0323836

5.1 (1)

Check Registers Submitted for Approval
 Checks Written for Period 07/14/12 thru 08/13/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54508	General Fund Unrestricted	2,578.25	0.00	2,578.25	92*0323843	92*0323844
54512	General Fund Unrestricted	1,675,299.90	0.00	1,675,299.90	92*0323854	92*0323855
54513	General Fund Unrestricted	76,081.05	0.00	76,081.05	92*0323856	92*0323858
54514	General Fund Unrestricted	481.03	0.00	481.03	92*0323862	92*0323862
54515	General Fund Unrestricted	2,511.53	0.00	2,511.53	92*0323865	92*0323871
54516	General Fund Unrestricted	6,471.06	0.00	6,471.06	92*0323875	92*0323878
54517	General Fund Unrestricted	1,938.12	0.00	1,938.12	92*0323879	92*0323884
54518	General Fund Unrestricted	494.69	0.00	494.69	92*0323890	92*0323890
54525	General Fund Unrestricted	1,911.59	0.00	1,911.59	92*0323904	92*0323909
54527	General Fund Unrestricted	55,789.00	0.00	55,789.00	92*0323911	92*0323913
54528	General Fund Unrestricted	874.68	0.00	874.68	92*0323914	92*0323915
54529	General Fund Unrestricted	12,138.90	0.00	12,138.90	92*0323919	92*0323970
54532	General Fund Unrestricted	20,364.66	0.00	20,364.66	92*0323975	92*0323975
54534	General Fund Unrestricted	17,004.88	0.00	17,004.88	92*0323977	92*0323979
54536	General Fund Unrestricted	13,119.70	0.00	13,119.70	92*0323983	92*0323983
54537	General Fund Unrestricted	13,730.00	0.00	13,730.00	92*0323985	92*0323986
54538	General Fund Unrestricted	261.75	0.00	261.75	92*0323987	92*0323990
54540	General Fund Unrestricted	1,407.10	0.00	1,407.10	92*0323998	92*0324005
54542	General Fund Unrestricted	7,514.00	0.00	7,514.00	92*0324010	92*0324028
54544	General Fund Unrestricted	7,079.35	0.00	7,079.35	92*0324033	92*0324038
54545	General Fund Unrestricted	2,909.16	0.00	2,909.16	92*0324039	92*0324046
54546	General Fund Unrestricted	13,052.13	0.00	13,052.13	92*0324049	92*0324049
54549	General Fund Unrestricted	767.17	0.00	767.17	92*0324056	92*0324059
54550	General Fund Unrestricted	1,544.06	0.00	1,544.06	92*0324060	92*0324063
54553	General Fund Unrestricted	100.75	0.00	100.75	92*0324075	92*0324075
54558	General Fund Unrestricted	1,913.80	0.00	1,913.80	92*0324088	92*0324096
54559	General Fund Unrestricted	2,234.76	0.00	2,234.76	92*0324098	92*0324102
54560	General Fund Unrestricted	297.90	0.00	297.90	92*0324106	92*0324108
54561	General Fund Unrestricted	45,493.00	0.00	45,493.00	92*0324109	92*0324111
54562	General Fund Unrestricted	16,536.80	0.00	16,536.80	92*0324112	92*0324116
54563	General Fund Unrestricted	652.70	0.00	652.70	92*0324120	92*0324122
54569	General Fund Unrestricted	7,662.70	0.00	7,662.70	92*0324141	92*0324207
54570	General Fund Unrestricted	1,112.57	0.00	1,112.57	92*0324209	92*0324211
54571	General Fund Unrestricted	1,428.89	0.00	1,428.89	92*0324216	92*0324223
54572	General Fund Unrestricted	7,268.00	0.00	7,268.00	92*0324224	92*0324229
54573	General Fund Unrestricted	13,762.52	0.00	13,762.52	92*0324231	92*0324234
54575	General Fund Unrestricted	2,827.27	0.00	2,827.27	92*0324246	92*0324254
54576	General Fund Unrestricted	5,043.93	0.00	5,043.93	92*0324255	92*0324268
54577	General Fund Unrestricted	213,834.75	0.00	213,834.75	92*0324269	92*0324270
54584	General Fund Unrestricted	18,038.94	0.00	18,038.94	92*0324462	92*0324466
54586	General Fund Unrestricted	1,300.77	0.00	1,300.77	92*0324471	92*0324475

5.1 (2)

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54587	General Fund Unrestricted	3,897.70	0.00	3,897.70	92*0324478	92*0324484
54588	General Fund Unrestricted	1,127.40	0.00	1,127.40	92*0324485	92*0324491
54589	General Fund Unrestricted	23,619.24	0.00	23,619.24	92*0324492	92*0324497
54590	General Fund Unrestricted	63,882.16	0.00	63,882.16	92*0324499	92*0324500
54592	General Fund Unrestricted	10,783.49	0.00	10,783.49	92*0324506	92*0324506
Total Fund 11 General Fund Unrestricted		<u><u>\$5,008,695.97</u></u>	<u><u>\$0.00</u></u>	<u><u>\$5,008,695.97</u></u>		

Check Registers Submitted for Approval
 Checks Written for Period 07/14/12 thru 08/13/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54445	General Fund Restricted	2,000.00	0.00	2,000.00	92*0323611	92*0323615
54447	General Fund Restricted	2,075.81	0.00	2,075.81	92*0323618	92*0323624
54448	General Fund Restricted	5,700.00	0.00	5,700.00	92*0323625	92*0323626
54454	General Fund Restricted	22,395.69	0.00	22,395.69	92*0323648	92*0323653
54455	General Fund Restricted	51,807.04	0.00	51,807.04	92*0323654	92*0323654
54461	General Fund Restricted	3,501.77	0.00	3,501.77	92*0323674	92*0323674
54466	General Fund Restricted	1,501.64	0.00	1,501.64	92*0323685	92*0323686
54468	General Fund Restricted	15,168.50	0.00	15,168.50	92*0323692	92*0323692
54470	General Fund Restricted	143.75	0.00	143.75	92*0323697	92*0323697
54474	General Fund Restricted	570.00	0.00	570.00	92*0323709	92*0323710
54477	General Fund Restricted	2,494.11	0.00	2,494.11	92*0323713	92*0323715
54484	General Fund Restricted	34,654.87	0.00	34,654.87	92*0323734	92*0323734
54485	General Fund Restricted	163.16	0.00	163.16	92*0323736	92*0323737
54486	General Fund Restricted	3,737.13	0.00	3,737.13	92*0323740	92*0323741
54487	General Fund Restricted	33,617.14	0.00	33,617.14	92*0323742	92*0323743
54493	General Fund Restricted	6,750.00	0.00	6,750.00	92*0323788	92*0323788
54495	General Fund Restricted	2,652.44	0.00	2,652.44	92*0323792	92*0323798
54497	General Fund Restricted	1,400.00	0.00	1,400.00	92*0323802	92*0323803
54498	General Fund Restricted	2,633.44	0.00	2,633.44	92*0323805	92*0323808
54503	General Fund Restricted	3,999.98	0.00	3,999.98	92*0323822	92*0323827
54504	General Fund Restricted	1,713.75	0.00	1,713.75	92*0323829	92*0323832
54508	General Fund Restricted	681.36	0.00	681.36	92*0323842	92*0323842
54514	General Fund Restricted	1,577.46	0.00	1,577.46	92*0323859	92*0323864
54516	General Fund Restricted	8,294.84	0.00	8,294.84	92*0323872	92*0323877
54517	General Fund Restricted	114.01	0.00	114.01	92*0323885	92*0323885
54518	General Fund Restricted	1,471.23	0.00	1,471.23	92*0323886	92*0323889
54522	General Fund Restricted	44,594.63	0.00	44,594.63	92*0323898	92*0323898
54523	General Fund Restricted	52,317.36	0.00	52,317.36	92*0323899	92*0323900
54528	General Fund Restricted	1,867.30	0.00	1,867.30	92*0323916	92*0323918
54537	General Fund Restricted	6,438.06	0.00	6,438.06	92*0323984	92*0323984
54538	General Fund Restricted	208.18	0.00	208.18	92*0323988	92*0323989
54539	General Fund Restricted	1,847.12	0.00	1,847.12	92*0323991	92*0323997
54541	General Fund Restricted	5,347.93	0.00	5,347.93	92*0324006	92*0324009
54546	General Fund Restricted	1,078.52	0.00	1,078.52	92*0324047	92*0324048
54548	General Fund Restricted	1,117.45	0.00	1,117.45	92*0324051	92*0324052
54549	General Fund Restricted	1,482.06	0.00	1,482.06	92*0324053	92*0324058
54550	General Fund Restricted	964.06	0.00	964.06	92*0324064	92*0324064
54551	General Fund Restricted	991.26	0.00	991.26	92*0324065	92*0324070
54552	General Fund Restricted	23,527.68	0.00	23,527.68	92*0324071	92*0324074
54557	General Fund Restricted	2,932.69	0.00	2,932.69	92*0324080	92*0324087
54559	General Fund Restricted	406.76	0.00	406.76	92*0324097	92*0324097

5.1 (4)

Check Registers Submitted for Approval
 Checks Written for Period 07/14/12 thru 08/13/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54560	General Fund Restricted	855.54	0.00	855.54	92*0324103	92*0324107
54562	General Fund Restricted	2,160.00	0.00	2,160.00	92*0324114	92*0324114
54563	General Fund Restricted	2,848.69	0.00	2,848.69	92*0324117	92*0324123
54564	General Fund Restricted	2,453.53	0.00	2,453.53	92*0324124	92*0324131
54570	General Fund Restricted	2,983.93	0.00	2,983.93	92*0324208	92*0324215
54571	General Fund Restricted	258.84	0.00	258.84	92*0324221	92*0324221
54572	General Fund Restricted	4,614.44	0.00	4,614.44	92*0324226	92*0324228
54573	General Fund Restricted	6,236.38	0.00	6,236.38	92*0324230	92*0324230
54574	General Fund Restricted	2,932.62	0.00	2,932.62	92*0324235	92*0324244
54575	General Fund Restricted	226.44	0.00	226.44	92*0324245	92*0324245
54584	General Fund Restricted	5,750.00	0.00	5,750.00	92*0324465	92*0324465
54586	General Fund Restricted	1,859.73	0.00	1,859.73	92*0324474	92*0324477
54588	General Fund Restricted	396.14	0.00	396.14	92*0324488	92*0324489
54590	General Fund Restricted	101,893.74	0.00	101,893.74	92*0324498	92*0324498
54591	General Fund Restricted	713.27	0.00	713.27	92*0324501	92*0324505
54593	General Fund Restricted	69,566.00	0.00	69,566.00	92*0324507	92*0324508
Total Fund 12 General Fund Restricted		<u>\$561,689.47</u>	<u>\$0.00</u>	<u>\$561,689.47</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54449	GF Unrestricted One-Time Func	2,401.21	0.00	2,401.21	92*0323627	92*0323628
54469	GF Unrestricted One-Time Func	32,110.78	0.00	32,110.78	92*0323693	92*0323696
54494	GF Unrestricted One-Time Func	25,737.96	0.00	25,737.96	92*0323789	92*0323791
54507	GF Unrestricted One-Time Func	133,683.49	0.00	133,683.49	92*0323837	92*0323841
54526	GF Unrestricted One-Time Func	15,523.70	0.00	15,523.70	92*0323910	92*0323910
54535	GF Unrestricted One-Time Func	919.69	0.00	919.69	92*0323980	92*0323982
54573	GF Unrestricted One-Time Func	10,984.00	0.00	10,984.00	92*0324232	92*0324232
54585	GF Unrestricted One-Time Func	3,575.43	0.00	3,575.43	92*0324467	92*0324470
Total Fund 13 GF Unrestricted One-Time		<u>\$224,936.26</u>	<u>\$0.00</u>	<u>\$224,936.26</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54451	Child Development Fund	1,472.47	0.00	1,472.47	92*0323640	92*0323642
54481	Child Development Fund	660.19	0.00	660.19	92*0323726	92*0323730
54500	Child Development Fund	499.37	0.00	499.37	92*0323811	92*0323814
54505	Child Development Fund	224.99	0.00	224.99	92*0323833	92*0323834
54509	Child Development Fund	2,386.49	0.00	2,386.49	92*0323845	92*0323851
54519	Child Development Fund	8,920.00	0.00	8,920.00	92*0323891	92*0323891
54530	Child Development Fund	962.32	0.00	962.32	92*0323971	92*0323973
54543	Child Development Fund	1,235.24	0.00	1,235.24	92*0324029	92*0324032
54555	Child Development Fund	4,558.00	0.00	4,558.00	92*0324077	92*0324077
54565	Child Development Fund	4,262.50	0.00	4,262.50	92*0324132	92*0324133
54578	Child Development Fund	9,876.06	0.00	9,876.06	92*0324271	92*0324280
Total Fund 33 Child Development Fund		<u>\$35,057.63</u>	<u>\$0.00</u>	<u>\$35,057.63</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54452	Capital Outlay Projects Fund	339.41	0.00	339.41	92*0323643	92*0323643
54460	Capital Outlay Projects Fund	490,232.75	0.00	490,232.75	92*0323672	92*0323673
54476	Capital Outlay Projects Fund	8,505.00	0.00	8,505.00	92*0323712	92*0323712
54510	Capital Outlay Projects Fund	19,485.00	0.00	19,485.00	92*0323852	92*0323852
54521	Capital Outlay Projects Fund	280.61	0.00	280.61	92*0323896	92*0323897
54547	Capital Outlay Projects Fund	6,625.87	0.00	6,625.87	92*0324050	92*0324050
54581	Capital Outlay Projects Fund	47,700.98	0.00	47,700.98	92*0324287	92*0324288
54599	Capital Outlay Projects Fund	34,589.12	0.00	34,589.12	92*0324526	92*0324526
Total Fund 41 Capital Outlay Projects Fu		<u>\$607,758.74</u>	<u>\$0.00</u>	<u>\$607,758.74</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54457	Bond Fund, Measure E	21,438.40	0.00	21,438.40	92*0323657	92*0323663
54458	Bond Fund, Measure E	56,538.16	0.00	56,538.16	92*0323664	92*0323670
54459	Bond Fund, Measure E	77,485.05	0.00	77,485.05	92*0323671	92*0323671
54475	Bond Fund, Measure E	329.43	0.00	329.43	92*0323711	92*0323711
54482	Bond Fund, Measure E	6,380.00	0.00	6,380.00	92*0323731	92*0323731
54501	Bond Fund, Measure E	17,033.95	0.00	17,033.95	92*0323815	92*0323818
54520	Bond Fund, Measure E	6,504.37	0.00	6,504.37	92*0323892	92*0323895
54531	Bond Fund, Measure E	750.00	0.00	750.00	92*0323974	92*0323974
54533	Bond Fund, Measure E	11,923.70	0.00	11,923.70	92*0323976	92*0323976
54566	Bond Fund, Measure E	482,133.32	0.00	482,133.32	92*0324134	92*0324138
54579	Bond Fund, Measure E	198,267.23	0.00	198,267.23	92*0324281	92*0324283
54580	Bond Fund, Measure E	34,045.70	0.00	34,045.70	92*0324284	92*0324286
54595	Bond Fund, Measure E	102,935.36	0.00	102,935.36	92*0324511	92*0324513
54596	Bond Fund, Measure E	164,144.57	0.00	164,144.57	92*0324514	92*0324517
54597	Bond Fund, Measure E	82,384.46	0.00	82,384.46	92*0324518	92*0324521
54598	Bond Fund, Measure E	17,379.55	0.00	17,379.55	92*0324522	92*0324525
Total Fund 42 Bond Fund, Measure E		<u>\$1,279,673.25</u>	<u>\$0.00</u>	<u>\$1,279,673.25</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54483	Property and Liability Fund	28,798.80	0.00	28,798.80	92*0323732	92*0323732
54511	Property and Liability Fund	670,427.00	0.00	670,427.00	92*0323853	92*0323853
54524	Property and Liability Fund	19,585.81	0.00	19,585.81	92*0323901	92*0323903
54556	Property and Liability Fund	11,840.00	0.00	11,840.00	92*0324078	92*0324079
54568	Property and Liability Fund	2,489.75	0.00	2,489.75	92*0324140	92*0324140
54594	Property and Liability Fund	107,038.00	0.00	107,038.00	92*0324509	92*0324510
Total Fund 61 Property and Liability Fund		<u>\$840,179.36</u>	<u>\$0.00</u>	<u>\$840,179.36</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54490	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0323783	92*0323783
54554	Workers' Compensation Fund	372.85	0.00	372.85	92*0324076	92*0324076
54567	Workers' Compensation Fund	1,562.20	0.00	1,562.20	92*0324139	92*0324139
Total Fund 62 Workers' Compensation Fu		<u>\$3,772.55</u>	<u>\$0.00</u>	<u>\$3,772.55</u>		

54491	Student Financial Aid Fund	201.27	0.00	201.27	92*0323784	92*0323784
Total Fund 74 Student Financial Aid Fund		<u><u>\$201.27</u></u>	<u><u>\$0.00</u></u>	<u><u>\$201.27</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	5,008,695.97
Total Fund 12 General Fund Restricted	561,689.47
Total Fund 13 GF Unrestricted One-Time Fund	224,936.26
Total Fund 33 Child Development Fund	35,057.63
Total Fund 41 Capital Outlay Projects Fund	607,758.74
Total Fund 42 Bond Fund, Measure E	1,279,673.25
Total Fund 61 Property and Liability Fund	840,179.36
Total Fund 62 Workers' Compensation Fund	3,772.55
Total Fund 74 Student Financial Aid Fund	201.27
Grand Total:	<u><u>\$8,561,964.50</u></u>

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of the Conflict of Interest Code	
Action:	Request for Approval	

BACKGROUND

As per Title 2 California Code of Regulations, as promulgated by the California Fair Political Practices Commission, the district has a conflict of interest code that is approved by the Orange County Board of Supervisors. There is a requirement for a biennial review of the code and its appendix, and any changes that will be recommended to the Board of Supervisors must be approved by the Board of Trustees.

ANALYSIS

The biennial review process allows the district to memorialize changes to the designated persons list for disclosure purposes. Attached is the recommended list of designated persons. Once approved by the Board of Trustees, the recommended list will be submitted to the Board of Supervisors for approval. The Statement of Economic Interest, Form 700 will be distributed to and collected from the designated filers prior to the annual April 1st due date.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Appendix A-1 of the Conflict of Interest Code as presented.

Fiscal Impact:	None	Board Date: August 20, 2012
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal 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 Conflict of Interest Code

APPENDIX "A-1"

DESIGNATED PERSONS FOR DISCLOSURE PURPOSES

1. The persons occupying the following positions are Designated Employees and must disclose the financial interests defined in categories 1-4 of Appendix "A-2".
 - a. Members of the Board of Trustees
 - b. Chancellor
 - c. Executive Vice Chancellor, Human Resources and Education Services
 - d. Vice Chancellor, Business Operations and Fiscal Services
 - e. Assistant Vice Chancellor
 - f. President
 - g. Vice President
 - h. Director, District Construction and Support Services

2. The persons occupying the following positions are Designated Employees and must disclose the financial interests defined in categories 2 and 3 of Appendix "A-2".
 - a. Bookstore Coordinator
 - b. Bookstore Manager
 - c. Buyer
 - d. Construction Supervisor
 - e. Director, Academic Support
 - f. Director, Auxiliary Services
 - g. Director, College Advancement
 - h. Director, Communications and Publications
 - i. Director, Computer Programming
 - j. Director, Digital Media Center
 - k. Director, District Safety and Security
 - l. Director, Purchasing Services
 - m. Director, Small Business Development Center
 - n. Director, Women's Business Center
 - o. Internal Auditor
 - p. Inventory, Delivery and Storage Supervisor
 - q. Manager, Fiscal Services
 - r. Risk Manager

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

To:	Board of Trustees	Date:	August 20, 2012
Re:	Approval of Investment Banking and Underwriting Services Agreement with Kinsell, Newcomb & De Dios, Inc. and E.J. De La Rosa & Co.		
Action:	Request for Approval		

BACKGROUND

On June 18, 2012, the RSCCD Board of Trustees adopted the resolution ordering a bond election for the Santa Ana College School Facility Improvement District No. 1 for the November 6, 2012 ballot. The Santa Ana College SFID No. 1 bond measure has been designated by the Orange County Registrar of Voters as Measure Q. With a successful passage of Measure Q, the district will need investment banking and underwriting services for the issuance of authorized bonds.

ANALYSIS

The underwriting team will comprise of the firm of Kinsell, Newcomb & De Dios, Inc., Trennis Wright, Vice President and E.J. De La Rosa & Co., Inc., Robert Barna, Senior Vice President. The underwriters are compensated as a negotiated percentage of the par amount from the proceeds of the sale of authorized bonds. These negotiated rates will be based on the size of each issuance and on market conditions at the time of each sale of bonds.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with Kinsell, Newcomb & De Dios, Inc. and E.J. De La Rosa & Co. to provide investment banking and underwriting services as presented.

Fiscal Impact:	Negotiated rates	Board Date:	August 20, 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		

INVESTMENT BANKING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 21st day of August 2012, by and among the Rancho Santiago Community College District (the District), a California community college district, and Kinsell, Newcomb & De Dios, Inc. and E. J. De La Rosa & Co., Inc., two independent FINRA registered broker-dealers that provide investment banking and underwriting services, (the Underwriters), with reference to the following:

RECITALS

WHEREAS, the District is seeking authorization at an election of registered voters to be held on November 6, 2012 (the Election) to issue and sell \$198,000,000 in general obligation bonds of the School Facilities Improvement District No. 1 (Santa Ana College) (the Authorization) pursuant to a resolution passed by the Board of Trustees on June 18, 2012; and

WHEREAS, the bonds will be issued to finance the repair, construction, equipping and acquisition of certain District property and facilities and to pay the costs of issuance associated with the bonds (the Projects); and

WHEREAS, the District plans to issue the Authorization in a series of financings (the Bonds) to finance the Projects; and

WHEREAS, the District is authorized, as a public body, to employ and compensate the Underwriters and desires to retain the services of the Underwriters in relation to the sale and issuance of the Bonds; and

WHEREAS, the Underwriters are qualified to assist the District with structuring and distributing the Bonds and have agreed to be retained by the District to provide the services described herein. Some of the services that the Underwriters will be called upon to perform prior to the execution and delivery of the Purchase Contract, such as providing advice with respect to the sizing, structure, timing and terms of the Bonds, are services that are also commonly provided by financial advisory firms. However, in providing such services, the parties understand and agree that the Underwriters will not be serving as the District's financial advisors or acting as agents or fiduciaries for the District and that the District, at its own discretion, will consult with its own legal, financial and other advisors with regards to such matters.

A. Scope of Services

The Underwriters, working jointly with the financing team members, shall develop the financing plan for structuring and issuing the Bonds. The services provided by the Underwriters will consist of, however are not limited to, the following:

- 1) Review the projected capital requirements of the District under its adopted Educational & Facilities Master Plan to gain an understanding of the level and requisite timing of the funding need; and
- 2) Work with the District to develop and manage an appropriate timetable; and
- 3) Develop a projection of the assessed values of taxable property within the District and commensurately develop a tax revenue projection based on the targeted tax rate and/or the maximum authorized tax rate; and
- 4) Develop the financing alternatives available to the District to meet the requisite funding need; and
- 5) Recommend and present, as required, the appropriate financing mechanism which helps the District obtain funding, provides the lowest cost of funds and assures compliance with the voter-approved limits related to the Authorization; and
- 6) In cooperation with the District's appointed Bond Counsel and Disclosure Counsel, review all documents necessary to implement the issuance of the Bonds, including, but not limited to, the authorizing Resolutions, Purchase Contracts, and Preliminary and Final Official Statements; and

Initials _____, _____, _____

Page 1 of 4

- 7) Prepare presentations for the credit rating agencies and/or credit enhancement providers, as well as coordinate and attend any requisite meetings; and
- 8) Structure the terms and conditions of the Bonds, such as maturities, coupon rates, call features, maturity types and security features, which take advantage of the prevailing market conditions and provide the lowest possible interest cost; and
- 9) Advise on prevailing market conditions and the timing of the sale of the Bonds; and
- 10) Organize the printing and distribution of the Preliminary and Final Official Statements to investors, information services and regulators, as required; and
- 11) Organize and manage information meetings and teleconference calls, as required, to create investor interest in the Bonds; and
- 12) Prepare pricing comparables for the District to benchmark the proposed rates of the Bonds with other recently priced issues, and host a conference call to discuss the structure and proposed sale strategy; and
- 13) Upon approval, establish an order period and release the Bonds for offering to the market; and
- 14) Price and distribute the Bonds with the objective of obtaining the lowest overall borrowing cost for the District; and
- 15) Underwrite the Bonds on a firm commitment basis pursuant to a negotiated Purchase Contract and inventory any unsold balances at the risk of the Underwriters; and
- 16) Obtain CUSIP numbers to identify the Bonds and arrange for DTC registration; and
- 17) Review and amend all documents related to the sale and issuance of the Bonds in order to facilitate a timely closing of the issue; and
- 18) Prepare a post-sale briefing memorandum which incorporates all sale data, debt service schedules, interest rate information and projected tax rates; and
- 19) Prepare a summary on the results of the sale for the Board of Trustees and present the material at a public meeting, as required; and
- 20) Present the outcomes of actual and projected bonds sales to the Citizens' Bond Oversight Committee, as required; and
- 21) Assist the District with the credit rating reviews performed by the credit rating agencies; and
- 22) Work with the County of Orange on determining the annual ad valorem tax levy required to pay debt service on the Bonds; and
- 23) Prepare an annual or ad hoc review of the projected bonding capacity to enable the District to align accessible funding with the adopted Educational & Facilities Master Plan.

B. Compensation

The Underwriters agree to provide the services identified herein to affect the successful issuance of the Bonds. The Underwriters structure their compensation as a percentage of the par amount of Bonds issued; all compensation of the Underwriters is payable from the proceeds of the Bonds and is contingent upon a successful closing. Compensation will be negotiated at or near the time of sale for each series of the Bonds based on comparable issues and market conditions at that time and will be clearly delineated in the authorizing Resolution and the Purchase Contract.

Initials __, __, __

Page 2 of 4

C. Expenses

The Underwriters will pay their own costs incurred in the performance of this Agreement, including costs of travel, Underwriter's Counsel, if any, communication, preparation (but not printing and mailing) of the Preliminary and Final Official Statement and overhead expenses.

The District, from proceeds of the Bonds or other lawfully available funds, will pay for legal fees, including Bond Counsel; Disclosure Counsel, rating agency and credit enhancement fees (if any), the cost of information obtained for cash flow analysis and disclosure purposes (if any), the cost of printing and distribution of the Preliminary and Final Official Statement, the expense of publication, advertising, and informational meetings, the costs of obtaining CUSIPs and registering the Bonds with DTC, and the costs of procuring a Fiscal Agent or Bond Trustee and Registrar.

D. Independent Contractor

It is understood and agreed that the Underwriters are independent contractors and that no fiduciary relationship exists between the District and the Underwriters. It is further understood and agreed, that as independent contractors and not employees or agents of the District, neither the Underwriters nor any of the Underwriter's assigned personnel shall have any right, power or duty to act in the capacity of an employee of the District or to act on behalf of the District in any capacity whatsoever as its agent or to bind the District to any obligation whatsoever.

E. Term of Agreement

This Agreement is to continue until the Projects are financed or until the Board of Trustees of the District formally abandons the Projects. Upon written notice, the Underwriters may terminate this agreement at any time. The District may also terminate this agreement after an issuance of a series of Bonds in the event that it has not been satisfied with the performance of the Underwriters. In both cases the "Expenses" and "Governing Law" provisions contained herein shall survive any termination of this letter agreement.

F. Agreement Amendments

This Agreement may be amended by mutual written agreement of the District and the Underwriters.

G. Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

H. Governing Law

This Agreement, and the rights and obligations of the parties hereto, shall be construed, interpreted and enforced pursuant to the laws of the State of California, and exclusive venue in any and all actions existing under this Agreement shall be laid in the action or proceeding which District or Underwriters may be required to prosecute to enforce its respective rights within this Agreement. The unsuccessful party therein agrees to pay all costs incurred by the prevailing party therein including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Agreement, the District and the Underwriters agree to first submit any disagreements to arbitration. This arbitration requirement is intended to reduce the costs of dispute resolution for both parties.

I. Effective Date and Termination

This Agreement shall be effective from the date first written above and terminate upon the sale of the final series of Bonds of the Authorization. The Agreement may be terminated prior to that date at any time by written notice of either party.

Initials __, __, __

Page 3 of 4

J. Miscellaneous

Nothing contained herein shall preclude the Underwriters from carrying on its customary and usual business activities. The Underwriters specifically reserves the right to bid for and maintain secondary markets on any District outstanding bonds. Services provided by the Underwriters in connection with this Agreement shall not limit the Underwriters from providing services for the District in conjunction with other projects as requested by the District.

In connection with the services agreed to herein, it is understood that the Underwriters will render professional services within the extent of its training and experience. In rendering such professional services, the Underwriters are acting as an independent contractor. Neither the Underwriters, nor any of its agent, or employees, shall be deemed an employee of the District for any purpose.

The Underwriters will at all times during the course of this Agreement, comply with laws, regulations, and rules concerning investment banking services promulgated by the Municipal Securities Rulemaking Board, and all applicable federal, state, and local laws, statutes, ordinances, and regulations.

The Underwriters shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the District.

K. Entire Agreement

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and shall only be amended or modified in writing signed by the parties hereto.

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

Rancho Santiago Community College District

By: _____

Title: _____

Kinsell, Newcomb & De Dios, Inc.

By: _____

Title: _____

E. J. De La Rosa & Co., Inc.

By: _____

Title: _____

Initials ____, ____, ____



August 7, 2012

Peter J. Hardash
Vice Chancellor – Business Operations / Fiscal Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640

**RE: Investment Banking Services Agreement
Disclosures and Acknowledgement Related to MSRB Rule G-17**

Dear Mr. Hardash:

This letter is integral to the Investment Banking Services Agreement (the “IBS Agreement”) pursuant to which Kinsell, Newcomb & De Dios, Inc. and E. J. De La Rosa & Co., Inc., two independent FINRA registered broker-dealers that provide investment banking and underwriting services, (the “Underwriters”) will provide underwriting services to the Rancho Santiago Community College District (the “District”) in connection with the General Obligation Bonds issued by the District as the legislative body of School Facilities Improvement District No. 1 (Santa Ana College) (the “Bonds”) until the parties enter into a bond purchase contract (the “Purchase Contract”) with respect to the Bonds. The terms of the Purchase Contract will be negotiated at the time of sale; however, nothing in this agreement shall obligate the District or the Underwriter to enter into the Purchase Contract.

On August 2, the interpretive notice concerning the application of Municipal Securities Rulemaking Board Rule G-17 (“Rule G-17”) to underwriters of municipal securities became effective. In a negotiated underwriting, such as that contemplated by the District, pursuant to Rule G-17, our duty to deal fairly with an issuer of municipal securities, such as the District, requires that we make certain disclosures to clarify our role in an issuance of municipal securities, such as the Bonds, and any actual or potential material conflicts of interest with respect to such issuance that are consequent to our role. Specifically, we as the Underwriters must disclose to the District the following:

- (a) We are required by Rule G-17 as an underwriter to deal fairly at all times with both municipal issuers, such as the District, and investors;
- (b) Our primary role as underwriter is to purchase the Bonds from the District with a view to distribution in an arm’s-length commercial transaction with the District, the terms of which will be clearly delineated in the Purchase Contract, and being as we act as a principal and not a fiduciary, we have financial and other interests that differ from those of the District;
- (c) Unlike a municipal advisor, commonly referred to as a financial advisor, we as an underwriter do not have a fiduciary duty to the District under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the District without regard to our own financial or other interests;
- (d) We as an underwriter have a duty to purchase the Bonds from the District at a fair and reasonable price, but must balance that duty with our duty to sell the Bonds to investors at prices that are fair and reasonable; and
- (e) We as the underwriter will review the Preliminary Official Statement and Final Official Statement for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the public offering.

In addition, as delineated in the IBS Agreement, the District desires the services of the Underwriter to assist in structuring and marketing the Bonds to investors. Certain services that the Underwriters will perform prior to the execution and delivery of the Purchase Contract, such as providing advice with respect to the sizing, structure, timing and terms of the Bond issuance, are services that are also commonly provided by financial advisors. However, in providing such services, the parties understand and agree as follows:

- (1) The Underwriters will not be serving as the District's financial advisor or acting as an agent or fiduciary for the District and that the District will be consulting its own legal, financial and other advisors at its own discretion;
- (2) The District will make its own independent decision to enter into the Purchase Contract, and as to whether the terms are appropriate or proper for it based upon its own judgment and upon advice from such advisors as it deems necessary, including its financial advisor. The District is not relying on any communication (written or oral) of the Underwriters as investment advice or as a recommendation to enter into any transaction;
- (3) The Underwriters are independent contractors and no fiduciary relationship exists between the parties. As independent contractors and not employees or agents of the District, neither the Underwriters nor any of the Underwriters' assigned personnel shall have any right, power or duty to act in the capacity of an employee of the District or to act on behalf of the District in any capacity whatsoever as its agent or to bind the District to any obligation whatsoever; and
- (4) The Underwriters will be compensated by a fee and/or an underwriting discount that will be set forth in the Purchase Contract to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since we may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

We appreciate the opportunity to work with the District. Please contact me on 760.444.1009 or 858.229.0513 with any questions.

Sincerely,

**KINSELL, NEWCOMB & DE DIOS, INC., as representative of
itself and E.J. De La Rosa & Co. Inc. as Underwriters**

Printed Name:

Title:

Dated: August __, 2012

The contents of this letter are acknowledged, understood and agreed to on this 21st day of August
2012:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Printed Name:

Title:

Dated: August __, 2012

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Public Hearing for the 2012-2013 Proposed Adopted Budget	
Action:	Request for Approval	

BACKGROUND

The California Code of Regulations, Title 5, Sections 58301 and 58305 require the governing board of each community college district to hold a public hearing and adopt a final budget on or before the fifteenth of September of each year.

ANALYSIS

The adoption of the 2012-2013 Rancho Santiago Community College District budget is scheduled for the September 10, 2012 Board meeting. In accordance with the CCR Title 5, Section 58301, the governing board of each district shall hold a public hearing on the proposed adopted budget prior to the adoption of the proposed budget. This will provide members of the public with advanced notice of the public hearing at the September 10th Board meeting.

The proposed 2012-2013 Adopted Budget will be available for public display and review September 5th through September 7th at the District Office, 2323 N. Broadway, on the 4th floor reception area between the hours of 8:00 a.m. and 5:00 p.m. The public hearing is scheduled on September 10, 2012 at the regularly scheduled Board of Trustees meeting at 4:30 p.m. in the RSCCD Boardroom (107), 2323 N. Broadway, Santa Ana CA. 92706.

RECOMMENDATION

It is recommended that the Board of Trustees hold a public hearing on the 2012-2013 proposed Adopted Budget at the September 10, 2012 Board of Trustee meeting.

Fiscal Impact:	Not Applicable	Board Date: August 20, 2012
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of the 2012-13 Adopted Budget Assumptions	
Action:	Request for Approval	

BACKGROUND

Each year, the Board of Trustees approves Budget Assumptions that are used to guide the District and Colleges in the development of the District's annual budget.

ANALYSIS

The attached Budget Assumptions are based on the best information known at this time. These assumptions build upon the tentative budget assumptions, using updated state and local budget information. On July 11, 2012, the Budget Allocation and Planning Review Committee (BAPR) unanimously recommended the proposed Budget Assumptions to the Chancellor. The Chancellor has reviewed and approved the recommended assumptions.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Adopted Budget Assumptions for the 2012-13 fiscal year as presented.

Fiscal Impact:	Not Applicable	Board Date: August 20, 2012
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Rancho Santiago Community College District 2012-13 Adopted Budget Assumptions

These assumptions are for use in development of the 2012-13 budget centers adopted budgets.

General Assumptions

1. The 2012-13 Adopted Budget will be balanced by using a portion of the 2011-12 unrestricted ending balance in excess of the 5% Restricted Reserve (Budget Stabilization Fund)
2. The 2012-13 Adopted Budget will have a Restricted Reserve of no less than 5%
3. Budgeting for 2012-13 will utilize the new SB 361 Funding Model
4. The budget centers will use plans, planning documents, and planning processes as a basis for the development of their expenditure budgets

Revenue Assumptions

5. The Cost of Living Adjustment (COLA) of 0.00% for 2012-13
6. No Growth (Restoration)
7. Assumes Governor's Tax Proposal passed by voters in November 2012
8. All reductions to Categorical Programs will be borne by those Categorical Programs
9. The lottery revenue will be calculated at the rate projected by School Services of California. The current estimate is \$125.00 per FTES for unrestricted revenue and \$30.00 per FTES for restricted revenue in accordance with Proposition 20.

Expenditure Assumptions

10. The District intends to meet all negotiated contractual obligations
11. Step and Column movement is an additional cost of approximately \$1.1 million
12. CalPERS-Employer Contribution rate increases by .494% (10.923% to 11.417%) is an additional cost of approximately \$200,000
13. Health and Welfare benefit premium cost increase of 6.2% is an additional cost of approximately \$1.3 million
14. Contribution of 1% of total salaries to the Retiree Benefit Fund with an additional \$500,000
15. Unrestricted general fund expenditure reduction of \$5 million by Budget Centers

Reviews

BAPRC recommends budget assumptions to the Chancellor (July 11, 2012)

Chancellor's Cabinet review of recommended budget assumptions (August 14, 2012)

District Council review of recommended budget assumptions (August 20, 2012)

Board of Trustees to review and approve (August 20, 2012)

Rancho Santiago Community College District 2012-13 Adopted Budget Assumptions

	2011-12		2012-13		2012-13	
	Assumptions Adopted Budget		Assumptions Tentative Budget		Assumptions Adopted Budget	
General Assumptions					*	
Balanced Budget - with PY unrestricted ending balance	X					
Balanced Budget - using a portion of 2011-12 unrestricted ending balance (Budget Stabilization Fund)			X		1	X
Minimum 5% Restricted Reserve	X		X		2	X
Current (historical) RSCCD Budget Allocation Model	X					
SB 361 Funding Model - New Revenue Allocation Model as of July 1, 2012			X		3	X
Planning Documents & Processes	X		X		4	X
Revenue Assumptions						
Workload Measure Reduction (negative growth) -6.20%	X					
Cost of Living Adjustment (COLA) of 0.00% for 2011-12	X					
Cost of Living Adjustment (COLA) of 0.00% for 2012-13			X		5	X
No Growth (Restoration)			X		6	X
Assumes Governor's Tax Proposal passed by voters in November 2012**			X		7	X
All reductions to Categorical Programs will be borne by those Categorical Programs	X		X		8	X
Lottery Revenue at School Services of California Rate	X		X		9	X
Trigger 1 reductions of up to \$1 million dollars	X					
Expense Assumptions						
Meet All Negotiated Contractual Obligations	X		X		10	X
Step and Column movement is an additional cost of approximately \$1.1 million			X		11	X
CalPERS-Employer Contribution rate increases by 1.2% (10.923% to 12.123%) is an additional cost of approximately \$500,000			X			
CalPERS-Employer Contribution rate increases by 0.494% (10.923% to 11.417%) is an additional cost of approximately \$200,000					12	X
Health and Welfare benefit premium cost increase of 10.00% is an additional cost of approximately \$2 million			X			
Health and Welfare benefit premium cost increase of 6.20% is an additional cost of approximately \$1.3 million					13	X
Contribution of 1% of total salaries to the Retiree Benefit Fund with an additional \$500,000	X		X		14	X
Unrestricted general fund expenditure reduction of \$5 million by Budget Centers			X		15	X

* Number Assigned to Budget Assumption

** If tax measure fails-estimated revenue loss to RSCCD is \$8.6 million (7.5% workload measure reduction)

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Contract Renewal – Chancellor’s Office Tax Offset Program	
Action:	Request for Approval	

BACKGROUND

RSCCD has successfully utilized the Chancellor’s Office Tax Offset Program (COTOP) since its inception in 1982 to collect delinquent student obligations owed to the District. It has helped to lower the District’s National Direct Student Loan (NDSL)/Perkins Loan default rate. It also meets the Federal Government’s due diligence requirement necessary for assignment of outstanding student loans with the Department of Education. COTOP is also used in the recovery of financial aid grant over awards, which become an institutional expense that needs to be paid back by the student to the district.

ANALYSIS

Renewal of the attached contract will authorize the Chancellor’s Office and the State Controller to continue to collect any outstanding student financial aid obligations and debt, on behalf of the district, by offsetting the amount in default against any money the state may owe the student such as a state income tax refund or lottery winnings. There is no incurred cost to the district to participate in the COTOP program, the state deducts 25% of the amounts collected as an administrative fee before remitting the funds to the District.

RECOMMENDATION

It is recommended that the Board of Trustees approve the renewal of the COTOP contract with the Chancellor’s Office as presented.

Fiscal Impact:	Expected Revenue Collections	Board Date: August 20, 2012
Prepared by:	Adam M. O’Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

THIS CONTRACT, made and entered into on or before this first day of October, 2012, in the State of California, by and between the

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
and the
CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES
(hereinafter Chancellor) and the

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(hereinafter District) do agree that:

I.

Performance of this contract shall be pursuant to Government Code Sections 12419.2, 12419.5, 12419.7, 12419.9, 12419.10. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

II.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions or revisions to the unpaid account balance to the Chancellor at any time and as often as needed.

Districts must enter their initial COTOP debtor data to the Chancellor's Office Tax Offset Program web-based system no later than November 16, 2012. Districts may make modifications to accounts (adds/changes/deletes) until November 16, 2012. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

IV.

The District will:

1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications of the amount or deletions of any record found to be submitted in error, as necessary, as a result of the review as required by Appendix C, which is incorporated into and made a part of this contract.
3. Submit for collection through the COTOP program only the following types of debtor obligations:
 - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
 - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
 - C. other financial aid obligations.
 - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines (incurred within 3 years of date submitted for collection only); residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

4. For those student financial aid and non-financial aid obligations in default, send at least one written notice to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The written notice must be sent at least 30 days prior to Franchise Tax Board receiving the offset request. The district must retain copies of the notifications in the district/college file.
5. Do not submit names of any debtors who are:
 - A. not in default;
 - B. in litigation/bankruptcy.
6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

V.

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

VI.

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, material men, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

VII.

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

VIII.

Time is of the essence of this agreement.

IX.

No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

X.

The term of this contract shall be from October 1, 2012 through December 20, 2013, which as defined by the Franchise Tax Board, is the end of the 2013 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CALIFORNIA COMMUNITY COLLEGES

By _____
Steve Bruckman Date
Executive Vice Chancellor

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Name of District)

By _____
(Authorized Signature) Date

PETER J. HARDASH
(Printed Name of Signature)

VICE CHANCELLOR, BUSINESS OPERATIONS/FISCAL SERV.
(Title)

2323 N. BROADWAY
(Address)

SANTA ANA, CA 92706-1640

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended June 30, 2012	
Action:	Request for Approval	

BACKGROUND

Pursuant to Section 58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the fourth quarter in fiscal year 2011-12 ended June 30, 2012.

ANALYSIS

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the twelve months covered in this report, the District has recognized 100.5% of budgeted revenues and other financing sources and 95.8% of budgeted expenditures and other outgo in the unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending June 30, 2012 as presented.

Fiscal Impact:	Not Applicable	Board Date: August 20, 2012
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

California Community Colleges
QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q
 Fiscal Year 2011-2012

District: (870) Rancho Santiago Community College

Quarter Ended: June 30, 2012

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

As of June 30 for fiscal year specified.

	FY 2008-09 Actual	FY 2009-10 Actual	FY 2010-11 Actual	FY 2011-12 Projected
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	147,790,705	147,237,880	146,382,590	135,079,301
Other Financing Sources (Objects 8900)	16,237	18,428	17,279	41,176
Total Unrestricted Revenues	147,806,942	147,256,308	146,399,869	135,120,477
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	146,044,061	130,775,432	130,076,750	136,094,809
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	832,530	1,667,613	1,596,948	2,129,096
Total Unrestricted Expenditures	146,876,591	132,443,045	131,673,698	138,223,905
Revenues Over(Under) Expenditures	930,351	14,813,263	14,726,171	(3,103,428)
Fund Balance, Beginning	15,476,747	16,566,608	31,418,493	46,173,393
Prior Year Adjustments + (-)	159,510	38,622	28,729	0
Adjusted Fund Balance, Beginning	15,636,257	16,605,230	31,447,222	46,173,393
Fund Balance, Ending	16,566,608	31,418,493	46,173,393	43,069,965
% of GF Balance to GF Expenditures	11.3%	23.7%	35.1%	31.2%

II. Annualized Attendance FTES:

Annualized FTES				
(Excluding apprentices and non-residents)	34,310	30,564	30,745	27,708

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

	As of the specified quarter ended for each fiscal year presented			
	2008-09	2009-10	2010-11	2011-12
General Fund Cash Balance (Excluding Borrowed Funds)	17,839,459	25,950,025	35,081,293	31,030,208

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

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	135,485,656	134,469,063	135,079,301	100.5%
Other Financing Sources (Objects 8900)	16,500	16,500	41,176	249.6%
Total Unrestricted Revenues	135,502,156	134,485,563	135,120,477	100.5%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	142,327,809	142,687,754	136,094,809	95.4%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,521,041	1,521,229	2,129,096	140.0%
Total Unrestricted Expenditures	143,848,850	144,208,983	138,223,905	95.8%
Revenues Over(Under) Expenditures	(8,346,694)	(9,723,420)	(3,103,428)	
Adjusted Fund Balance, Beginning	46,173,393	46,173,393	46,173,393	
Fund Balance, Ending	37,826,699	36,449,973	43,069,965	
% of UGF Fund Balance to UGF Expenditures	26.3%	25.3%		

V. Has the district settled any employee contracts during this quarter? YES NO
 If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

SALARIES

Contract Period Settled (Specify)	Management/Confidential		Academic**		Classified	
	*Total Cost Increase	%	*Total Cost Increase	%	*Total Cost Increase	%
2011-12			510,854			
2012-13	186,269	1.54%	692,581	1.12%		
Year 3						

*As specified in Collective Bargaining Agreement.

BENEFITS

Contract Period Settled (Specify)	Management		Academic		Classified/Confidential	
	*Total Cost Increase	%	*Total Cost Increase	%	*Total Cost Increase	%
2011-12			62,631			
2012-13	138,064	2.93%	404,394	2.93%		
Year 3						

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:
 From base revenue plus unrestricted general fund income.

VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

YES NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

YES NO

Next Year? YES NO

CERTIFICATION

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

 District Chief Business Officer Date

 District Chief Executive Officer Date

Quarter Ended: June 30, 2012

Governing Board Meeting Date: August 20, 2012

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Quarterly Investment Report as of June 30, 2012	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended June 30, 2012 is submitted in accordance with Section 53646(b) of the Government Code. The district's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of June 30, 2012 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended June 30, 2012, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending June 30, 2012.

All investments for the quarter ended June 30, 2012 are in accordance with Board Policy 3211, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of June 30, 2012 is presented as information.

Fiscal Impact:	None	Board Date: August 20, 2012
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**Rancho Santiago Community College District
Statement of Cash
June 30, 2012**

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	72,240,651	0.51%	April-June	41.84%
Bond Sinking Funds	11,761,568	0.51%	April-June	6.81%
All Other Funds	86,248,441	0.51%	April-June	49.95%
Local Agency Investment Fund (LAIF)	149,684	0.36%	April-June	0.09%
Revolving Fund, Refundable Deposits and Cash in Banks	2,275,391	0.00%	April-June	1.32%
	<u>172,675,735</u>			<u>100.00%</u>



OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, C.P.A. CCMT, CPFA, CPFIM

INTERDEPARTMENTAL COMMUNICATION

Date: July 16, 2012
To: Supervisor John Moorlach, Chair
Supervisor Shawn Nelson, Vice-Chair
Supervisor Patricia Bates
Supervisor Bill Campbell
Supervisor Janet Nguyen
From: Shari L. Freidenrich, CPA, CCMT, CPFA, CPFIM *SHF*
Subject: Treasurer's Investment Report for the Month Ended June 30, 2012

Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended June 30, 2012. The County Treasurer provides this report in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information. This report is also publicly available on our website at <http://bos.ocgov.com/ocinvestments>.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of June 30, 2012. The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool that includes the Voluntary participants' funds, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool, and various other small non-Pooled investment funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The County Treasurer established three Money Market Pools, the Orange County Money Market Pool, the John Wayne Airport Investment Pool and the Educational Money Market Pool, which all are invested in cash-equivalent securities and provide liquidity for immediate cash needs. Standard & Poor's, in November 2011, reaffirmed their highest rating of AAAM on the County and the Educational Money Market Funds. The County Treasurer also established the Extended Fund that is for cash requirements between one and five years. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Educational Investment Pool is comprised of the Educational Money Market Fund and portions of the Extended Fund.

The maximum maturity of investments for the Orange and Educational Money Market Funds is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 57 and 58 respectively. The maximum maturity of the Extended Fund is five years, with a duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.14). The duration is currently at 1.67. The investments in all of the Pools are marked to market daily to determine the value of the Pools. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

The Federal Open Market Committee (FOMC) of the Federal Reserve extended its Operation Twist program through the end of 2012. Under this program, they plan to sell \$267 billion of short-term U.S. Treasuries and buy U.S. Treasuries with maturities of six to 30 years to maintain low interest rates for consumer and business

Mission: Ensure safe and timely receipt, deposit, collection and investment of public funds.

borrowing. After this FOMC announcement, yields on two year U.S. Treasury debt increased two basis points to 0.31%, as the market expects an increase in the supply of these short-term securities. The short-term 90-day T-bill stood at 0.08% up from 0.07% in May and the rate on the two year note was at 0.30% at the end of June, up from 0.26% in May.

INVESTMENT INTEREST YIELDS AND FORECAST

The gross interest yield year-to-date for 2011/2012 is .54% for the Orange County Investment Pool and .52% for the Orange County Educational Investment Pool, slightly higher than the forecasted yield of .50%. These yield amounts include .01% from the Whistlejacket residual distribution received this year. The forecasted gross yield for fiscal year 2012/13 is 0.38%.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS / TREASURY ADMINISTRATIVE FEE REFUNDS

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the months following. The May and June 2012 interest apportionments are expected to be paid by July 31 and August 31, 2012 respectively.

The County Treasurer completed the review of the treasury administrative fees for the fiscal years 2006/2007, 2007/2008, 2008/2009, 2009/2010, 2010/2011, and the net refund to pool participants for this five year period was \$2.7 million. The County Treasurer calculated the refunds to the pool participants based on their outstanding balance during each period and posted them to their accounts in November, 2011 and June, 2012. The forecasted treasury administrative fee for fiscal year 2012/13 is expected to be 8.2 basis points, a reduction of 2.4% from the fiscal year 2010/11 fee of 8.4 basis points.

TEMPORARY AND BRIDGE TRANSFERS

The County Treasurer, as required by California Constitution Article XVI, Section 6, and authorized by the Board of Supervisor's Resolutions 11-195 for Temporary Transfers and 12-010 for Bridge Transfers has temporary transfers in the amount of \$147million and \$23.8 million outstanding to various school districts under these two programs.

PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS

Under guidelines outlined in the current Investment Policy, the County Treasurer may invest in A or above rated securities issued by municipalities located in the County of Orange. The Investment Pools may invest no more than 5% of pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total of \$162million invested in Orange County pool participants' debt which represents approximately 2.9% of assets. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

COMPLIANCE SUMMARY

The investment portfolios had no compliance exceptions for the month of June 2012. The Auditor-Controller Report on Compliance Monitoring for the Quarter of January through March 2012 identified no compliance deficiencies. For the fiscal year ended June 30, 2012, the County Treasurer reports a total of four compliance incidents and has implemented corrective action for all compliance exceptions.

CREDIT UPDATE

The County Treasurer did not make any changes to the approved issuer list. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

I certify that this report includes all pool and non-pooled investments as of June 30, 2012 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on January 10, 2012. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	JUNE 2012	MAY 2012	INCREASE (DECREASE)	NET CHANGE %	JUNE 2011	CHANGE	NET CHANGE %
<u>Orange County Investment Pool</u>							
End Of Month Market Value***	\$ 3,069,130,678	\$ 3,313,364,977	\$ (244,234,299)	-7.37%	\$ 3,113,466,499	\$ (44,335,821)	-1.42%
End Of Month Book Value	\$ 3,065,316,224	\$ 3,309,038,367	\$ (243,722,143)	-7.37%	\$ 3,107,470,302	\$ (42,154,078)	-1.36%
Monthly Average Balance	\$ 3,172,764,827	\$ 3,451,142,030	\$ (278,377,202)	-8.07%	\$ 3,176,027,348	\$ (3,262,521)	-0.10%
Year-To-Date Average Balance	\$ 3,338,864,151	\$ 3,353,964,089	\$ (15,099,938)	-0.45%	\$ 3,316,703,543	\$ 22,160,608	0.67%
Monthly Accrued Earnings	\$ 1,621,672	\$ 1,538,888	\$ 82,784	5.38%	\$ 2,934,945	\$ (1,313,273)	-44.75%
Monthly Net Yield**	0.54%	0.45%	0.09%	20.00%	1.04%	-0.50%	-47.98%
Annual Estimated Gross Yield *	0.50%	0.50%	0.00%	0.00%	0.62%	-0.12%	-19.35%
Weighted Average Maturity (WAM)	359	344	15	4.36%	342	17	4.97%
<u>Orange County Educational Investment Pool</u>							
End Of Month Market Value****	\$ 2,603,008,703	\$ 2,815,110,341	\$ (212,101,638)	-7.53%	\$ 2,989,602,433	\$ (386,593,730)	-12.93%
End Of Month Book Value****	\$ 2,599,860,042	\$ 2,811,603,331	\$ (211,743,289)	-7.53%	\$ 2,984,734,696	\$ (384,874,654)	-12.89%
Monthly Average Balance****	\$ 2,751,674,326	\$ 3,088,104,771	\$ (336,430,445)	-10.89%	\$ 3,172,433,273	\$ (420,758,947)	-13.26%
Year-To-Date Average Balance	\$ 2,986,425,585	\$ 3,007,766,608	\$ (21,341,024)	-0.71%	\$ 2,959,949,907	\$ 26,475,678	0.89%
Monthly Accrued Earnings	\$ 1,350,436	\$ 1,285,326	\$ 65,110	5.07%	\$ 2,455,677	\$ (1,105,241)	-45.01%
Monthly Net Yield**	0.49%	0.39%	0.10%	25.00%	0.86%	-0.37%	-42.76%
Annual Estimated Gross Yield *	0.50%	0.50%	0.00%	0.00%	0.60%	-0.10%	-16.67%
Weighted Average Maturity (WAM)*****	347	332	15	4.52%	289	58	20.07%

* Forecasted Annual Gross Yield was originally budgeted at 0.75%

** Current month yield is higher due to residual Whistlejacket gross distributions made to pool participants of approximately 0.12%. Without these distributions, the current month yield would be lower than the prior month.

*** Market values provided by Bloomberg and Northern Trust

**** Monthly Average Balance, Market & Book Values are lower than the prior year primarily due to the State of California deferral of funds to the School Districts.

***** Weighted Average Maturity is higher than in the prior year due to the pool owning a slightly higher portion of the Extended Fund than in the prior year.

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
 FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2012

INVESTMENT STATISTICS - By Investment Pool***							
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/12	MONTHLY Gross Yield	QUARTER Average Yield	ANNUAL Average Yield	Current NAV
COMBINED POOL BALANCES (Includes the Extended Fund)							
Orange County Investment Pool	MARKET Value \$	3,069,130,678	359	0.47%			1.00
	COST (Capital) \$	3,068,323,097			0.62%		
	MONTHLY AVG Balance \$	3,172,764,827				0.52%	
	QUARTERLY AVG Balance \$	3,628,944,689					0.54%
	ANNUAL AVG Balance \$	3,338,864,151					
	BOOK Value \$	3,065,316,224					
Orange County Educational Investment Pool	MARKET Value \$	2,803,008,703	347	0.46%			1.00
	COST (Capital) \$	2,802,806,157			0.60%		
	MONTHLY AVG Balance \$	2,751,674,326				0.51%	
	QUARTERLY AVG Balance \$	2,926,507,340					0.52%
	ANNUAL AVG Balance \$	2,986,425,585					
	BOOK Value \$	2,599,860,042					

INVESTMENT STATISTICS - Non Pooled Investments **				
DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE		
Specific Investment Funds: 112, 283, 497, 505, 510, 514, 15B	MARKET Value \$	56,949,733	Money Market Mutual Funds	\$ 6,012,372
	COST (Capital) \$	56,997,000	Repurchase Agreement	1,081,500
	MONTHLY AVG Balance \$	56,990,159	John Wayne Airport Investment Pool	49,785,984
	QUARTERLY AVG Balance \$	57,042,168	GNMA Mortgage-Backed Securities	117,144
	ANNUAL AVG Balance \$	57,536,919		

MONTH END TOTALS			
INVESTMENTS & CASH		FUND ACCOUNTING & SPECIFIC INVESTMENTS	
COUNTY MONEY MARKET FUND			
County Money Market Fund	\$ 1,411,641,459	County Funds	\$3,100,891,170
County Cash	8,736,016	Educational Funds	2,764,879,575
County Pool - Bridge Transfer Receivable	23,832,056	Specific Investment Funds	56,997,000
EXTENDED FUND	3,006,681,638		
EDUCATIONAL MONEY MARKET FUND			
Educational Money Market Fund	1,252,806,157		
Educational Cash	15,073,418		
Educational Pool - Temporary Transfer Receivable	147,000,000		
NON-POOLED INVESTMENT			
Non Pooled Investments @ Cost	56,997,000		
	\$ 5,922,767,746		\$ 5,922,767,746

KEY POOL STATISTICS			
INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
COUNTY MONEY MARKET FUND - MONTHLY GROSS YIELD	0.19%	COUNTY MONEY MARKET FUND	57
EDUCATIONAL MONEY MARKET FUND - MONTHLY GROSS YIELD	0.19%	EDUCATIONAL MONEY MARKET FUND	58
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	0.21%	JOHN WAYNE AIRPORT WAM	57
COUNTY INVESTMENT POOL - YTD NET YIELD****	0.46%	LGIP WAM (Standard & Poors)	45
EDUCATIONAL INVESTMENT POOL - YTD NET YIELD****	0.43%	I-MONEY NET PRIME MMF WAM	40
I-MONEY NET PRIME MONEY MARKET FUND - MONTHLY AVERAGE NET YIELD	0.07%		
90-DAY T-BILL YIELD MONTHLY AVERAGE	0.08%		



JOHN CHIANG
California State Controller

**LOCAL AGENCY INVESTMENT FUND
 REMITTANCE ADVICE**

Agency Name	RANCHO SANTIAGO COMM COLL DST
Account Number	75-30-010

As of 07/13/2012, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2012.

Earnings Ratio		.00000976192855700
Interest Rate		0.36%
Dollar Day Total	\$	13,619,580.82
Quarter End Principal Balance	\$	149,684.26
Quarterly Interest Earned	\$	132.95

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

To:	Board of Trustees	Date:	August 20, 2012
Re:	Approval of Five Year Construction Plan (2014-2018) and Initial Project Proposals (IPP's) for the following projects: Santa Ana College - Russell Hall Replacement and Fine and Performing Arts Complex; Santiago Canyon College - Student Services Building and Building D Renovation		
Action:	Request for Approval		

BACKGROUND

In compliance with the California Community College Chancellor's Office Facilities Planning Manual, community college districts are required to submit on July 1st of each year all major capital projects (in excess of \$400,000) that they intend to construct over the next five (5) year period. All potential projects are to be included, regardless of funding source (i.e. state funding, special grants, district resources, local bonds, etc.). This year, the Chancellor's Office has extended the submission deadline of the Five Year Construction Plan and IPP's/FPP's to August 1, 2012.

Each year the District has an opportunity to update its Five Year Construction Plan.

ANALYSIS

The District is resubmitting projects for State funding in its Five Year Construction Plan. A detailed list is attached showing the project location, estimated date of completion (occupancy) and potential source of funding.

For state funding consideration in 2015-16, the District is submitting Initial Project Proposals (IPP's) for the following projects: Santa Ana College: Russell Hall Replacement and Fine and Performing Arts Complex Replacement; Santiago Canyon College - Student Services Building and Building D Renovation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Five Year Construction Plan (2014-2018) and Initial Project Proposals (IPP's) for the following projects: Santa Ana College: Russell Hall Replacement and Fine and Performing Arts Complex Replacement; Santiago Canyon College - Student Services Building and Building D Renovation as presented

Fiscal Impact:	Varies with each project	Board Date:	August 20, 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		

District Projects Priority Order

Rancho Santiago CCD

No.	Project	Occupancy	Source	Schedule of Funds							
				2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019	
1	MAINTENANCE & OPERATIONS BUILD 1,836	2010/2011	Santa Ana College								
		\$5,625,000	NonState								
2	MAINTENANCE & OPERATIONS BUILD 13,779	2010/2011	Santiago Canyon College								
		\$6,000,000	NonState								
3	CHILD DEVELOPMENT CENTER 2010/2011		Santa Ana College								
		\$8,000,000	NonState								
4	CENTENNIAL EDUC. CTR. RENOVATIO 2010/2011		Santa Ana College								
		\$2,500,000	NonState								
5	RENOVATION OF ATHLETIC FIELDS 2010/2011		Santa Ana College								
		\$3,554,000	NonState								
6	HUMANITIES BUILDING 55,140	2012/2013	Santiago Canyon College								
		\$39,128,950	NonState								
7	GYMNASIUM & PHYSICAL EDUCATION 49,800	2012/2013	Santiago Canyon College								
		\$20,942,000	NonState								
8	SCIENCE BUILDING 40,880	2016/2017	Santa Ana College								
		\$24,898,000	State		(P)(W)	(C)(E)					
		\$24,271,000	NonState		\$1,749,000	\$23,149,000					
					\$1,749,000	\$22,522,000					
9	Fine and Performing Arts Center -672	2016/2017	Santiago Canyon College								
		\$20,970,000	State		(P)(W)	(C)(E)					
		\$22,270,000	NonState		\$1,524,000	\$19,446,000					
					\$1,649,000	\$20,621,000					
10	RUSSELL HALL REPLACEMENT -10,825	2018/2019	Santa Ana College								
		\$15,894,000	State			(P)(W)	(C)	(E)			
		\$15,894,000	NonState			\$1,467,000	\$13,020,000	\$1,407,000			
						\$1,467,000	\$13,020,000	\$1,407,000			
11	STUDENT SERVICES BUILDING 13,036	2018/2019	Santiago Canyon College								
		\$9,508,000	State			(P)(W)	(C)	(E)			
		\$9,508,000	NonState			\$892,000	\$8,218,000	\$398,000			
						\$892,000	\$8,218,000	\$398,000			
12	FINE AND PERFORMING ARTS COMPL 2018/2019		Santa Ana College								
		\$10,739,000	State			(P)(W)	(C)	(E)			
		\$10,739,000	NonState			\$894,000	\$9,845,000				
						\$894,000	\$9,845,000				
13	Building D Renovation -1,106	2018/2019	Santiago Canyon College								
		\$8,836,000	State			(P)(W)	(C)	(E)			
		\$8,836,000	NonState			\$682,000	\$7,463,000	\$691,000			
						\$682,000	\$7,463,000	\$691,000			

District Projects Priority Order

Rancho Santiago CCD

No.	Project	Occupancy	Source	Schedule of Funds						
				2012/2013	2013/2014	2014/2015	2015/2016	2016/2017	2017/2018	2018/2019
14	PARKING STRUCTURE									
		2011/2012								
		\$20,841,975	NonState							
15	PHYSICAL EDUCATION-SEISMIC REPL.									
		2006/2007								
		\$5,460,000	State							
		\$10,130,000	NonState							
16	Science Building									
		2009/2010								
		\$12,612,000	State							
		\$7,625,000	NonState							

District: Rancho Santiago Community College District
 College / Center: Santa Ana College
 Project Name: RUSSELL HALL REPLACEMENT
 Project Type: Replacement

Project Funding

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2015
Prelim. Plans:	\$842,000	\$842,000	Const. Cost Index: 5643
Working Draw. :	\$625,000	\$625,000	5 yr. Plan Priority: 10
Construction:	\$13,020,000	\$13,020,000	Net ASF: -10,825
Equipment:	\$1,407,000	\$1,407,000	Total GSF: 55,138
	<hr/>	<hr/>	
Total Cost:	\$31,788,000		

Project Description: Reconstruct Russell Hall to accomodate the Allied Health programs. This will allow the programs to come together in this facility versus being spread out all over the campus. It will allow for state of the art facilities to resemble an actual working environment for outpatient, inpatient, and home health care scenarios.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

The 2011 Facility Master Plan supports teaching and education goals and standards of the District. The facilities master plan list replacement of the oldest facilities on campus as a priority. The Russell Hall Replacement project meets this criteria

Provide the CEQA Status of the project. Check all that apply.

Type of Project and Qualifying Information:

Please answer all questions. Unanswered questions will be considered not applicable

Yes	No	N/A			
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Life Safety Project	- Required Supporting report is attached to establish imminent danger	
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Project Design	- Constuction and equipment design conform with State design and cost guidelines	
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Infrastructure		<input type="checkbox"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Instructional Space		<input type="checkbox"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Other Facility Projects		<input type="checkbox"/>
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>		- There is an existing facility in use for this proposed project.	
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		- Cost to reconstruct existing building is more than 50% of cost of a new building.	
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		- Usage in the new building will be the same as usage in the building replaced.	
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		- Replaced building will be demolished and costs are include in the project.	
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>		- Alternative instructional delivery system, distance learning, other such means.	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		- District or private funding sources	
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>		- Other:	
				- Total construction period in number of Months:	<input type="text" value="18"/>
			Additional Forms/Pages enclosed:		
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>		- District Five-Year Construction Plan or project related pages of said document	
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>		- Critical Life-safety third party justification	
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>		- Engineering test or other related documents	
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>		- JCAF 32 Cost Estimate Summary and Anticipated Time Schedule	
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>		- Other FPP related forms:	<input type="text"/>

District Contact: Phone No. : - -

Date: FAX No. : - -

Prepared by: E-mail Address:

The district approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

Name / Title	Signature / Date

District: Rancho Santiago Community College District
 College / Center: Santa Ana College
 Project Name: FINE AND PERFORMING ARTS COMPLEX REPLACEMENT
 Project Type: Reconstruction

Project Funding

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2015
Prelim. Plans:	\$422,000	\$422,000	Const. Cost Index: 5643
Working Draw. :	\$472,000	\$472,000	5 yr. Plan Priority: 12
Construction:	\$9,845,000	\$9,845,000	Net ASF: 0
Equipment:	\$0	\$0	Total GSF: 51,791
	<hr/>	<hr/>	
	\$10,739,000	\$10,739,000	
Total Cost:	\$21,478,000		

Project Description: Phillips Hall (# 14), Music Buiding (#25) and Art Building (#29) are aging facilities that have gone beyond their useful lives, no longer support the instructional programs that are housed in this complex and are in need of replacement. This project involves the replacement of 33,664 ASF that is currently housed in the building complex that was constructed in 1955, 1970 and 1972.
 FACILITIES PROBLEMS INCLUDE: - Inefficient configuration of labs, services and support spaces are not adequate to support instruction. - There is insufficient technology infrastructure throughout the building to support current instructional methods. The existing projectors are used for transparencies; there are no capabilities for powerpoint presentations or internet access. - Current instructional programs are not adequately supported by old and failing mechanical, electrical and plumbing systems, including: insufficient electrical capacity; inoperable ventilation, cooling and heating systems. - Hazardous material, including asbestos, is present in the building. - The instructional spaces within the complex do not comply with current ADA requirements for access for students and instructors with disabilities. - The restroom capacity in the existing building does not meet current codes. PROPOSED PROJECT: - Replace space in Phillips Hall (# 14), Music Buiding (#25) and Art Building (#29) to adequately serve instructional and support functions. - Replace mechanical, electrical and plumbing systems to meet current codes and to exceed Title 24 Energy Codes by at least 15%. - Construct new building to meet current code requirements for structural, ADA, fire and life safety.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

This project supports Santa Ana College's 2010 Educational and Facilities Master Plan which recommends the replacement of these aging facilities in order to address the infrastructure and code deficiencies and support the instructional programs that are housed there.

Provide the CEQA Status of the project. Check all that apply.

	Project Under Review	Hearing Underway	Approved District/Filed Clearinghouse	Not Required
Notice of Exemption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Initial Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Negative Declaration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Draft EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Final EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Type of Project and Qualifying Information:

Please answer all questions. Unanswered questions will be considered not applicable

Yes	No	N/A	
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Life Safety Project - Required Supporting report is attached to establish imminent danger
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Project Design - Constuction and equipment design conform with State design and cost guidelines
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Infrastructure
			Check type of project: <input type="checkbox"/> New Construction <input type="checkbox"/> Reconstruction <input type="checkbox"/> Replacement
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	- Loss or failure of infrastructure is imminent.
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Master Planning or Project Planning - District's general fund's ending balance is less than 5% of the total general fund
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Instructional Space
			Check type of space: <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input checked="" type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- This project will not cause total ASF in any category to exceed 110% of capacity/load ratio.
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Academic Support, Student Services or Adminstrative Space
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Other Facility Projects
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check primary ASF of request space: <input type="checkbox"/> Physical Educ. <input type="checkbox"/> Performing Arts
			<input type="checkbox"/> Child Develop. <input type="checkbox"/> Maintenance <input type="checkbox"/> Warehouse <input type="checkbox"/> Cafeteria
			<input type="checkbox"/> Other facilities (to complete a balance campus)
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility building in use for this proposed project.
			Supplemental Information and Alternatives Explored
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility in use for this proposed project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Cost to reconstruct existing building is more than 50% of cost of a new building.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Usage in the new building will be the same as usage in the building replaced.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Replaced building will be demolished and costs are include in the project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Alternative instructional delivery system, distance learning, other such means.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- District or private funding sources
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Other: The District intends to provide a local contribution of 50% and cover all costs for non-state supportable items such as parking and additional amenities/equipment for the building beyond state guidelines.
			- Total construction period in number of Months: <input type="text" value="24"/>

Yes No N/A

Additional Forms/Pages enclosed:

- District Five-Year Construction Plan or project related pages of said document
- Critical Life-safety third party justification
- Engineering test or other related documents
- JCAF 32 Cost Estimate Summary and Anticipated Time Schedule
- Other FPP related forms:

District Contact: Phone No. : - -

Date: FAX No. : - -

Prepared by: E-mail Address:

The district approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

Name / Title

Signature / Date

District: Rancho Santiago Community College District
 College / Center: Santiago Canyon College
 Project Name: STUDENT SERVICES BUILDING
 Project Type: New Construction

Project Funding

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2015
Prelim. Plans:	\$544,000	\$544,000	Const. Cost Index: 5643
Working Draw. :	\$348,000	\$348,000	5 yr. Plan Priority: 11
Construction:	\$8,218,000	\$8,218,000	Net ASF: 13,036
Equipment:	\$398,000	\$398,000	Total GSF: 43,500
	<u>\$9,508,000</u>	<u>\$9,508,000</u>	
Total Cost:	\$19,016,000		

Project Description: Santiago Canyon College's student services programs are scattered throughout campus making it difficult for students to cohesively access the programs to ensure student success and accountability. This Category E project constructs a new 43,500 gross square feet (gsf) building for the consolidation of the college's student services programs. The new 27,436 assignable square feet (asf) facility plans for 8,742 asf office, 11,498 asf library, and 7,196 asf other (including meeting rooms, student wellness center, assembly, storage, and support) spaces. The proposed building's associated site development and utilities are also a part of the project scope. The secondary effects include vacating Building E, Admissions/Cashier, 1,499 (asf) office; Financial Aid, 1,260 (asf), office; DSPS, 742 (asf), office and 543 (asf) Clinic St Care; Testing Center, 1,036 (asf), classroom; EOPS/CARE/CalWorks, 887 (asf) office and 160 (asf) Clinic St Care and 128 (asf) Public waiting. Building D, Student Placement, 1,380 (asf) office; Counseling/ Career Services, 1,992 (asf), office; Career Transfer/ Adult re-entry, 1,080(asf) office; Building T, Health Center, 192 (asf) office and 900 (asf) Treatment; and Building A, CAMP, 417 (asf) office and 860 (asf) shops; Outreach/Americorps, 1,324 (asf) office. The project's secondary effects will be funded by district funds and are not included in this project's cost estimate.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

The project is consistent with the Santiago Canyon Facilities Master Plan, March 2004.

Provide the CEQA Status of the project. Check all that apply.

Type of Project and Qualifying Information:

Please answer all questions. Unanswered questions will be considered not applicable

Yes	No	N/A			
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Life Safety Project - Required Supporting report is attached to establish imminent danger		
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Project Design - Constuction and equipment design conform with State design and cost guidelines		
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Infrastructure	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Instructional Space	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Other Facility Projects	<input type="checkbox"/>	<input type="checkbox"/>
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	- There is an existing facility in use for this proposed project.		
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	- Cost to reconstruct existing building is more than 50% of cost of a new building.		
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	- Usage in the new building will be the same as usage in the building replaced.		
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	- Replaced building will be demolished and costs are include in the project.		
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	- Alternative instructional delivery system, distance learning, other such means.		
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	- District or private funding sources		
<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Other:		
			- Total construction period in number of Months: <input type="text" value="24"/>		
			Additional Forms/Pages enclosed:		
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- District Five-Year Construction Plan or project related pages of said document		
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	- Critical Life-safety third party justification		
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	- Engineering test or other related documents		
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- JCAF 32 Cost Estimate Summary and Anticipated Time Schedule		
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Other FPP related forms: <input type="text" value="JCAF 31 and JCAF 33"/>		

District Contact: Phone No. : - -

Date: FAX No. : - -

Prepared by: E-mail Address:

The district approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

Name / Title	Signature / Date
--------------	------------------

District: Rancho Santiago Community College District
 College / Center: Santiago Canyon College
 Project Name: Building D Renovation
 Project Type: Reconstruction

Project Funding

	<u>State</u>	<u>Non-state</u>	
Land Acquisition:	\$0	\$0	Budget Year: 2015
Prelim. Plans:	\$325,000	\$325,000	Const. Cost Index: 5643
Working Draw. :	\$357,000	\$357,000	5 yr. Plan Priority: 13
Construction:	\$7,463,000	\$7,463,000	Net ASF: -1,106
Equipment:	\$691,000	\$691,000	Total GSF: 42,508
	<u>\$8,836,000</u>	<u>\$8,836,000</u>	
Total Cost:	\$17,672,000		

Project Description: Space in Building D will be vacated as a result of the completion of the Humanities Building, the Fine and Performing Arts Complex and the new Student Services Center. This project proposes to renovate the vacated space to accommodate instructional space in a more efficient manner including classrooms, labs, tutorial space, and office space. The 3,531 asf deactivated when the programs were moved to the new Fine and Performing Arts Complex (050 space) will reactivate into Art labs to support the Art classrooms that remain in Building D. The existing class D101 will become an assembly space to support Building D. Hallways and walkways will become more efficient with room conversions. The upstairs rooms will support the Math program with additional labs, tutorial spaces, and classrooms. The renovated Building D will provide 8,175 asf of lecture space (110), 6,060 asf of lab space (210), 3,410 asf of office space and conference room space (300), and 7,200 asf of tutorial space (410). In addition there is assembly space and audio visual program space in Building D.

Describe how this project supports the district's educational and facility Master Plan and Five-Year Construction Plan:

This project supports Santiago Canyon College's 2010 Educational and Facilities Master Plan which recommends the replacement of these aging facilities in order to address the infrastructure and code deficiencies and support the instructional programs that are housed there.

Provide the CEQA Status of the project. Check all that apply.

	Project Under Review	Hearing Underway	Approved District/Filed Clearinghouse	Not Required
Notice of Exemption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Initial Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Negative Declaration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Draft EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Final EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Type of Project and Qualifying Information:

Please answer all questions. Unanswered questions will be considered not applicable

Yes	No	N/A	
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Life Safety Project - Required Supporting report is attached to establish imminent danger
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Project Design - Constuction and equipment design conform with State design and cost guidelines
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Infrastructure
			Check type of project: <input type="checkbox"/> New Construction <input type="checkbox"/> Reconstruction <input type="checkbox"/> Replacement
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	- Loss or failure of infrastructure is imminent.
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	Master Planning or Project Planning - District's general fund's ending balance is less than 5% of the total general fund
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	Instructional Space
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input checked="" type="checkbox"/> Teaching Lab <input checked="" type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- This project will not cause total ASF in any category to exceed 110% of capacity/load ratio.
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Academic Support, Student Services or Adminstrative Space
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check major ASF: <input type="checkbox"/> Classroom <input type="checkbox"/> Teaching Lab <input type="checkbox"/> Lib/Learning Center
			<input type="checkbox"/> Office <input type="checkbox"/> AVTV <input type="checkbox"/> Other
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	Other Facility Projects
			Check type of space: <input type="checkbox"/> New Construction <input type="checkbox"/> Replacement <input type="checkbox"/> Alteration
			Check primary ASF of request space: <input type="checkbox"/> Physical Educ. <input type="checkbox"/> Performing Arts
			<input type="checkbox"/> Child Develop. <input type="checkbox"/> Maintenance <input type="checkbox"/> Warehouse <input type="checkbox"/> Cafeteria
			<input type="checkbox"/> Other facilities (to complete a balance campus)
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility building in use for this proposed project.
			Supplemental Information and Alternatives Explored
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- There is an existing facility in use for this proposed project.
<input type="radio"/>	<input checked="" type="radio"/>	<input type="radio"/>	- Cost to reconstruct existing building is more than 50% of cost of a new building.
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	- Usage in the new building will be the same as usage in the building replaced.
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	- Replaced building will be demolished and costs are include in the project.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Alternative instructional delivery system, distance learning, other such means.
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- District or private funding sources
<input checked="" type="radio"/>	<input type="radio"/>	<input type="radio"/>	- Other: The District intends to provide a local contribution of 50% and cover all costs for non-state supportable items such as parking and additional amenities/equipment for the building beyond state guidelines.
			- Total construction period in number of Months: <input type="text" value="18"/>

Yes No N/A

Additional Forms/Pages enclosed:

- District Five-Year Construction Plan or project related pages of said document
- Critical Life-safety third party justification
- Engineering test or other related documents
- JCAF 32 Cost Estimate Summary and Anticipated Time Schedule
- Other FPP related forms:

District Contact: Phone No. : - -

Date: FAX No. : - -

Prepared by: E-mail Address:

The district approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

Name / Title

Signature / Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/ FISCAL SERVICES

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Lease Agreement with Application Cartography	
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

Application Cartography provides mobile users with an easy way to discover Applications ("Apps") for their mobile devices. Because of the App market's rapid growth, finding and discovering applications can be challenging. Application Cartography consolidates information on these applications allowing mobile owners to search, review and download applications in just a few easy steps.

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 204 square feet.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Application Cartography and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact:	\$4,161.60	Board Date: August 20, 2012
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/ FISCAL SERVICES

To: Board of Trustees	Date: August 20, 2012
Re: Approval of Lease Agreement with Exarray, Inc.	
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

Exarray, Inc. is a company that commercializes an ultra-high resolution spectroscopic digital imaging technology for biotechnical assay applications. Exarray, Inc. will develop and commercialize a real-time imaging screening system that quantitatively analyzes thousands biological assays at a time. Exarray's product is based on cutting-edge optoelectronic digital technology, which provides a ultra-high resolution chromatic imaging capability.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: July 1, 2012 to June 30, 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 Exarray, Inc. 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: August 20, 2012
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

To: Board of Trustees	Date: August 20 , 2012
Re: Approval of Lease Agreement with Melrok, 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

MelRoK, LLC provides systems for automated monitoring and control of energy use in residential, commercial, and industrial facilities. The monitoring system produced by MelRoK is designed to drastically reduce energy consumption costs. Using the MelRoK system, energy usage can be securely monitored, tracked, managed, and evaluated from any location worldwide

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 724 square feet.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Melrok, 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: \$14,769.60	Board Date: August 20, 2012
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/ FISCAL SERVICES

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Lease Agreement with Reazon Systems	
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

Reazon Systems innovative education management system (EMS) is revolutionizing how technology is utilized in education. Reazon has made its comprehensive system instantly available to schools, educators, and learners world-wide, empowering them with an easy-to-use platform to manage their academic work.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: July 20, 2012 to July 19, 2013. The square footage for the rentable area included in this lease agreement is 294 square feet.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Reazon Systems and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact:	\$5,997.60	Board Date: August 20, 2012
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To: Board of Trustees	Date: August 20, 2012
Re: Approval of Lease Agreement with Upward Synergy	
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

Upward Synergy aligns Employee Resource Groups to augment their organization's business Return on Investment (ROI). We synergize the collective knowledge, best practices and passion of ERGs across companies. These efforts promote effective recruitment, retention, development and visibility for all involved.

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 Upward Synergy 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: August 20, 2012
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational 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:	August 20, 2012
Re:	Approval of Westberg+White Proposal for Traffic Signalization Modification at Main Entry of College Avenue and 17 th Street at Santa Ana College		
Action:	Request for Approval		

BACKGROUND

Westberg+White architects are currently providing architectural services for various Santa Ana College campus improvement projects. On September 13, 2010, an architectural services agreement was approved for Westberg+White, Inc. to design various campus improvement projects, the new soccer field and new roadway cul-de-sacs for Santa Ana College (Package 1, 2, and 3). In the course of working with the City of Santa Ana, the city has requested that the district install a wireless signal system instead of a hard wired loop system at the College Ave and 17th Street intersection. The original engineering/architectural design included the standard hard wired system.

ANALYSIS

In order to accommodate the City's wireless system request, the architects engaged the services of KOA Corporation for the work. Total engineering/architectural fees are \$6,700 plus reimbursable costs not to exceed \$1,000. This engineering work has been completed. This project is funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve the architect services agreement with Westberg+White for \$6,700, plus reimbursable expenses not to exceed \$1,000, for the Traffic Signalization Modification work at Santa Ana College as presented.

Fiscal Impact:	\$6,700 plus approximately \$1,000 in reimbursable expenses	Board Date:	August 20, 2012
Prepared by: m	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		



WESTBERG + WHITE
ARCHITECTS AND PLANNERS

July 10, 2012

Peter Hardash, Vice Chancellor
Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92780

Attn: Mr. Peter Hardash, Vice Chancellor

RE: Santa Ana College
Proposal for Traffic Signal Modification at Main entry of College on 17th Street

Dear Peter,

The City is requiring that the District use a wireless signal system instead of the traditional hard wired loop system in the ground at the intersection. You may recall this was also a requirement imposed on to us late in the development of documentation for improvements for the College Ave. & 17th Street intersection. We plan on using KOA Corporation for this work; KOA is the same firm that helped us with the previous project. Our goal is to include this documentation in the bid documents for Package 3.

Peter, if you are in agreement with the information provided, please authorize us to begin by signing the enclosed agreement and return the original for our files. It is important that we start working on this project as soon as possible; therefore a simple email from your office requesting us to start would be beneficial. Our office will then look forward to a Purchase Order number at a later date. Please don't hesitate to call me if you have any questions or need further information.

Sincerely,
Westberg+White Architects

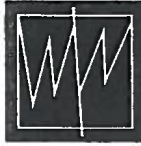
Gregory G. Beard
Principal

Cc: Ron Beeler, FPPS
Paul Westberg, Westberg+White

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

14471 Chambers Road, Suite 210 Tustin, CA 92780-6964 (714) 508-1780 Fax (714) 508-1790

SAN DIEGO SANTA MARIA



WESTBERG + WHITE
ARCHITECTS AND PLANNERS

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: Santa Ana Community College

Scope of Work: Proposal for Traffic Signal Modification at Main entry of College on 17th Street at Santa Ana College as indicated on our proposal letter dated July 10, 2012

Fee: Fixed fee of \$ 6,700.00

Fee Breakdown:	Schematic Design Phase	0%
	Design Development Phase	0%
	Construction document Phase	100%
	Bidding Phase	0%
	Construction Administration Phase	0%

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 \$1,000.00 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: July 10, 2012

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

14471 Chambers Road, Suite 210 Tustin, CA 92780-6964 (714) 508-1780 Fax (714) 508-1790

SAN DIEGO SANTA MARIA

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #4, 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 #4.

Change Order #4 increases the contract by \$10,437.49. The revised contract amount is \$2,562,158.14. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 6.482% 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 #1179 for Los Angeles Engineering Inc., Road Alignment/Cul-De-Sac and Parking Lot Expansion at Santa Ana College as presented.

Fiscal Impact:	\$10,437.49	Board Date: August 20, 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	Bid No. 1179	P.O. # P000258
		D.S.A. No.	#04-111929
Contractor:	Los Angeles Engineering Inc.	Change Order No.	4
Architect:	Westberg-White, Inc.	Date:	August 2, 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		\$2,406,180.00
Previous Change Orders	\$145,540.65	
This Change Order	\$10,437.49	
Total Change Orders		\$155,978.14
Revised Contract Amount		\$2,562,158.14
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 92706-1640

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. *4*

Architect: *Westberg+White, Inc.*

Date: *August 2, 2012*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Per RFI-031 - Plans indicate removal of 240'-0" Curb and Gutter, owner requests credit for this work due to future parking lot design.</p> <p><u>REASON:</u> Existing Condition acceptable for this Phase of work.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>	\$4,466.00	
2.0	<p><u>DESCRIPTION:</u> Raise Existing Irigation Backflow pad to accommodate new Landscape grades</p> <p><u>REASON:</u> New grades</p> <p><u>REQUESTOR:</u> District.</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$1,550.88
3.0	<p><u>DESCRIPTION:</u> Per City Direction, remove and replace HC ramp at Artesia & 15th street.</p> <p><u>REASON:</u> Existing ramp did not meet current city standards</p> <p><u>REQUESTOR:</u> District.</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$5,925.21
4.0	<p><u>DESCRIPTION:</u> Furnish and install 6" curb around catch basin to accommodate new Landscape grades. Re-route sidewalk around existing communication vaults @ campus ave</p> <p><u>REASON:</u> Accommodate new grades and existing conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$2,685.40
5.0	<p><u>DESCRIPTION:</u> Per district, provide temporary storage container for (9) months</p> <p><u>REASON:</u> Temporary storage required for athletic equipment</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$1,172.00

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*

Bid No. *1179*

P.O. # *P000258*

D.S.A. No. *#04-111929*

Contractor: *Los Angeles Engineering Inc.*

Change Order No. *4*

Architect: *Westberg+White, Inc.*

Date: *August 2, 2012*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
6.0	<p><u>DESCRIPTION:</u> Extend width of speed bumps in Parking Lot No.12 to total width of 8'-0".</p> <p><u>REASON:</u> To Conform to District Standard.</p> <p><u>REQUESTOR:</u> District.</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$3,570.00
Sub-Total		\$4,466.00	\$14,903.49
Total			\$10,437.49

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

To:	Board of Trustees	Date:	August 20, 2012
Re:	Approval of Award of Contract to provide Utility Investigation and Mapping for Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

Santa Ana College is in the process of designing a new utilities infrastructure. The condition of existing utilities is at a point of failure. Utility and site mapping is not current. For design proposes and prior to construction a thorough and accurate mapping of the campus is essential. Accurate control points are required during design and precise data is essential in order to disconnect and re-establish utilities during construction in an effort to minimize interruption of campus programming.

ANALYSIS:

A Request for Proposal (RFP) was sent to two (2) surveying firms that were most qualified to conduct the level of detail of utility mapping and surveying needed for infrastructure planning. The firms included NV5 and C-Below. Both firms responded to the RFP providing similar cost breakdowns that matched scope of work outlined in the RFP.

After determining the specific scope of work to be equal, C-Below was selected based on their proposal of \$97,867.50. NV5 proposed to perform the work at a cost of \$172,900.00.

C-Below will locate all utilities throughout the entire campus using Electromagnetic Locating, Ground Penetrating Radar, CCTV Pipe inspection and potholing for accuracy. At the completion of the investigation a copy of the survey will be delivered to the District in a Computer Aided Design (CAD) and PDF format for distribution and viewing.

RECOMMENDATION

It is recommended that the Board of Trustees approve awarding the contract to C-Below for Surveying, Utility Investigation and Mapping services.

Fiscal Impact:	\$97,867.00	Board Date:	August 20, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		



14280 Euclid Ave
Chino, CA 91710
1-888-90-BELOW

Certified SBE

August 3rd, 2012

Alex Oviedo
Rancho Santiago Community college District
2323 North Broadway #112
Santa Ana, CA 92706

Subject: Utility Investigation, Mapping, & Potholing
Santa Ana College

C Below, Inc. submits this proposal for the above referenced project. Our proposal is based on the enclosed estimated hourly breakdown, uninterrupted clear access to the work area, the project documents and the C Below Schedule of Fees.

We appreciate the opportunity to provide you with our services and look forward to helping assure a safe and successful project.

SCOPE OF SERVICES

Our general scope of services will include Utility Investigation, Mapping, & Potholing to identify the horizontal and vertical locations of ALL utilities on the Santa Ana College. Several methods of locating will be used including, Electromagnetic Locating, Ground Penetrating Radar, CCTV Pipe Inspection, etc. C Below will work hand in hand with the district in coordinating and obtaining all known information about the underground utilities to assist in this project.

C Below has read and understands ALL Requirements of the aforementioned Request for Proposal.

Below is a detailed list of services that C below will provide, along with some standard language that is relevant to the technology that is listed.

UNDERGROUND MAPPING

- Campus Control Points-C Below will find and set a minimum of 10 survey control Points.
- All utilities will be marked out and color coded in accordance with indications marked in the field
- Mapping shall utilize NAD 83, EPOCH 2011, and NAVD 88.
- All insurance requirements will be met before issuance of purchase order.

C Below will provide our client with electronic and/or printed documentation of our utility investigation. Utility locations will be plotted on a client provided site drawing in clear, easy to read detail. In addition to your CAD file, the drawings will be saved in PDF format for simple distribution and viewing. A complete and editable background must be provided by the client to ensure the quality of the final product. TIFF, PDF, or JPG files are not considered a quality background.





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GROUND PENETRATING RADAR

All GPR scanning and Electromagnetic Locating will be performed at locations specifically delineated by our client. Utility Locating will be performed only at locations delineated in accordance with the Common Ground Alliance (CGA) Best Practices. All indications located during GPR scanning will be marked directly on the scanning surface using the methods recorded on the technicians report. Indications found during Utility Locating will be marked directly on the scanning surface utilizing the American Public Works Association (APWA) Uniform Color Code. All Utility Locating marks will be made in accordance with the CGA Best Practices.

GPR and/or Utility Locating services shall include only those materials commonly used for locating and marking indications. Clear access to scanning areas shall be provided by the client. If the area to be scanned is not accessible from the ground, the client will provide means (man lift, scaffold, etc.) for our technician to perform their work.

POTHOLING

C Below will provide potholing services with the intent to supply positive horizontal and vertical location of a known utility. Specific pothole locations should be provided by the client unless C Below has been retained for locating services. A standard pothole is defined as 1' x 1' x 5' deep. Deviations from the standard pothole dimensions to locate a utility require additional time and material to facilitate. Please refer to the attached fee schedule for the appropriate billing rate. After documenting our findings, each pothole will be backfilled, compacted, and a perm-a-patch applied if applicable. If it is deemed necessary to repair the surface beyond a perm-a-patch, additional fees will apply and must be agreed upon prior to dispatch. A potholing report complete with photographs will be provided at the conclusion of the job documenting the location, utility found, depth to top of pipe, utility size, material and the soil conditions. If no utility is found within the predetermined depth of the pothole, it will be considered a dry hole. Additional holes may be necessary to provide a positive location of the utility.

Standard pothole pricing includes holes at locations with a soil surface or an asphalt surface up to 6-inches thick. Additional fees will apply if the asphalt surface is over 6 inches thick or the proposed hole location has a concrete surface. If during the potholing operation the soil is found to have large aggregate or other debris over 3-inches in diameter, ground water, roots or hazardous materials, additional fees will apply. See rate sheet for "Out of Scope Hole".

Because potholing rates and other associated costs are based on the assumption of 8 hour work days, additional fees may apply if work is limited to less than 8 hours per day. These fees may include, but are not limited to; additional traffic control, travel time, and disposal fees.

Potholes made to expose facilities encased in concrete, will stop at the encasement. The top of the encasement will be recorded as the top of the facility

CCTV PIPE INSPECTION & CRAWLER CAMERA

C Below will provide CCTV pipe inspection on sanitary sewer and storm drain lines specifically identified by the client or client's representative. ALL problem areas will be marked on a site drawing and a copy of the recording will be delivered to the district upon completion of the investigation. CCTV pipe inspection includes trained personnel and the use of a push camera and/or crawler camera depending on the size of line. All designated lines must have clear unobstructed access points. Information gathered during the inspection must be agreed upon prior to dispatch. Standard details recorded during the inspection include: obstructions or blockages, root intrusion, structural damage, pipe offsets and flow conditions. Problem area locations will be marked on the surface for easy identification. A detailed report accompanied by high resolution video files will be provided on DVD.





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WATER JETTING & BLOCKAGES

Sanitary Sewer and Storm Drain lines may contain debris and blockages that limit the ability to perform CCTV Pipe Inspection. C Below can arrange for an outside contractor to jet all lines prior to CCTV pipe inspection to ensure the full length of the pipe can be videoed. This additional scope of work must be agreed upon prior to dispatch.

TERMINATION FOR CAUSE

District may direct Service Provider to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. The District may terminate this Agreement for cause based upon the failure of the Service Provider to comply with its terms and/or conditions; provided that the District gives the Service Provider written notice specifying the Service Provider's failure. If within fifteen (15) working days after receipt of such notice, the Service Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Service Provider in default and the Contract shall terminate on the date specified on such notice.

ESTIMATED FEES

We propose to provide Utility Investigation, Mapping, & Potholing services in accordance with the attached estimated hourly budget breakdown and the terms & conditions. This proposal is not a "Not to Exceed" budget. Our proposal is based on time and material. Services are based on a 4 hour minimum. Any time exceeding 4 hours will be an 8 hour minimum. In the event our technician arrives on the project and no work is performed do to site conditions, accessibility, or other circumstances beyond C Below's control, a minimum 2 hour show up charge will apply.

The total estimated services budget for this proposal is:

Utility Locating	\$37,305.00
CCTV & Locating of Sewer & Storm Drain Lines	\$26,450.00
<i>(Water Jetting budget \$10,000. All unused funds from water jetting will be returned to the district at the end of the project)</i>	
Mapping & CAD Work	\$23,312.50
Potholing Budget 20 Potholes	<u>\$10,800.00</u>
Total Estimated Fees	\$97,867.50

**Potholing Will be done on a "As-Needed Basis Only*

***Work that is done "after hours" will incur a 15% surcharge*





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Chino, CA 91710
1-888-90-BELOW

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SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services. We require at least 24-hours of advanced notice when requesting our services. However, we will make every attempt to provide personnel and equipment, providing it is available, for last minute requests.

Nick Loera may be reached at 1-888-902-3569, **Option 1** to assist you with any specifics regarding this proposal. You may reach Dispatch directly by choosing **Option 2** for scheduling. When calling to schedule your job, please have any necessary site details and contact information available.

CLOSURE

Our services will be performed in accordance with generally accepted locating principles and practices. We make no other warranties, either expressed or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto Insurance, as required by law. A sample certificate can be provided at your request. If mapping is requested or added at a later date, all drawings are done on a client provided editable CAD file. Mapping must be performed immediately following locating, while the quality of the marks are intact.

Respectfully Submitted,
C Below Subsurface Imaging, Inc.

A handwritten signature in black ink that reads 'Nick Loera'.

NICK LOERA
BUSINESS DEVELOPMENT MANAGER
888.902.3569 EXT 210



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

To:	Board of Trustees	Date:	August 20, 2012
Re:	Ratification of Award for Informal Bid #1196 – Santa Ana College Concrete Landing Repair		
Action:	Request for Approval		

BACKGROUND:

In compliance with the Uniform Public Construction Cost Accounting Act, Bid #1196 Santa Ana College Concrete Landing Repair was appropriately advertised and Bid invitations were sent to two (2) qualified contractors from the District maintained contractor's list. In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the District required bidder possess Class "A" Contractors license and Certification to install Fiberwap systems which allows repairs of concrete surfaces without replacement of the existing concrete surface.

ANALYSIS:

Bids were opened on July 12, 2012 for Concrete Landing Repairs as noted on the attached Bid Results form. Contech Services, Inc submitted the lowest responsive bid for the amount of \$113,050.00. The Vice Chancellor, Business Operations/Fiscal Services authorized the award of the informal contract to Contech Services.

RECOMMENDATION:

It is recommended that the Board ratify the award of Bid #1196 to Contech Services as noted above and in compliance to Board Policy 3311.

Fiscal Impact:	\$113,050.00	Board Date:	August 20, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

BID FORM

Name of Bidder: CONTECH SERVICES, INC.
To: _____ District, acting by and through its Governing Board, herein called the "DISTRICT."

1. The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors Form, Information Required of Bidder, all prequalification forms pursuant to Public Contract Code Section 20111.5, if any, Noncollusion Affidavit, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Escrow Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, Change Order Forms, Shop Drawing Transmittal Form, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions and Supplemental Conditions, if any, Special Conditions, if any, drawings, specifications, and all modifications, addenda and amendments, if any (hereinafter Project Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Project Documents and agrees to perform, within the time stipulated, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

Project: Santa Ana College - Concrete Landing Repair
Project No.: Bid # 1196

all in strict conformity with the Project Documents, including Addenda Nos. ____, ____, ____ and ____, on file at the office of the _____ of said DISTRICT for the sum of One hundred thirteen thousand Dollars (\$ _____). \$ 113,050.⁰⁰
fifty dollars ⁰⁰/₁₀₀

The Governing Board of the DISTRICT intends to call for deductive alternate bids. The Governing Board intends to award the contract to the lowest responsive and responsible bidder on the lowest total on the base bid and the following additive and/or deductive items:

Deductive Alternate No. 1

Contractor is to provide temporary structural steel shoring to sustain a cracked concrete beam supporting the top landing of stair #3 for the sum of Twenty two thousand two hundred ⁰⁰/₁₀₀ Dollars (\$ 22,200.⁰⁰).



RANCHO SANTIAGO

COMMUNITY COLLEGE DISTRICT

2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • www.rscdd.edu

Building the future through quality education



**SANTA ANA
COLLEGE**



**Santiago
Canyon
College**

July 12, 2012

Contech Services, Inc.
Attn: Brian Armor
2540-A Orange Avenue
Santa Ana, CA 92707

RE: Bid #1196/Santa Ana College – Concrete Landing Repair

Dear Mr. Armor:

This is to notify you that your bid of One Hundred Thirteen Thousand Fifty Dollars and No Cents, (\$113,050.00), relative to bid #1196/Santa Ana College Concrete Landing Repair has been accepted as the lowest responsive bidder.

Therefore, you may proceed with obtaining the documents outlined in the bid packet. These documents should be submitted to my office for contract assembly and approval. When they are approved, a Notice to Proceed will be issued.

Please call my office at (714) 480-7513 if you have any questions.

Sincerely,

Darryl Odum
Director, District Construction & Support Services

Documents Required:

- Agreement, (2 copies, sign but do not date)
- Faithful Performance Bond
- Payment Bond
- Proof of Insurance
- Worker's Compensation Certificate
- Drug-Free Workplace Certification
- Non Asbestos Certificate
- W-9 and 590 Forms
- DVBE Certification

BOARD OF TRUSTEES:

Arianna P. Barrios • R. David Chapel, Ed.D. • Brian E. Conley, M.A. • John R. Hanna • Lawrence R. "Larry" Labrado • Mark McLaughlin, CPSM • Phillip E. Yarbrough

CHANCELLOR:

Raúl Rodríguez, Ph.D.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: August 20, 2012
Re:	Adoption of Resolution No. 12-43 - Authorizing the Dedication of Easements to the City of Orange	
Action:	Request for Approval	

BACKGROUND:

On July 23, 2012, the Board of Trustees adopted Resolution No. 12-37, Notice of Intention to Dedicate four (4) Easements to the City of Orange. These easements are necessary for the repair, construction, operation and maintenance of rights of way, utilities, and traffic control devices.

Resolution No. 12-37 also established a public hearing on the easement dedication for the Board meeting of August 20, 2012, in compliance with Education Code 81311.

ANALYSIS:

In compliance with Education Code Sections 81312 and 81313, District staff has posted and publicly advertised the public hearing and intended action to dedicate the easements at the August 20, 2012 Board meeting.

Assuming that a protest petition consisting of at least 10% of the qualified electors of the District (Education Code 81314) is not presented to the Board before or during the public hearing, the Board may, by a two-thirds vote of all members, adopt Resolution No. 12-43, thereby granting the easements to the City of Orange.

Legal Counsel, Lindsay Thorson, with the law firm of AALRR has reviewed and approved Resolution No. 12-43.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-43, to execute deeds of dedication or conveyance for the four (4) easements to the City of Orange as presented.

Fiscal Impact:	None	Board Date: August 20, 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	

RESOLUTION NO. 12-43
OF THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT
AUTHORIZING THE DEDICATION OF EASEMENTS TO THE CITY OF ORANGE

WHEREAS, the City of Orange (“City”) has requested that the Rancho Santiago Community College District (“District”) dedicate four (4) easements to the City upon a portion of the District’s property located at 8045 E. Chapman Ave., Orange, CA 92869 (“Easements”). Legal descriptions and maps depicting the location of the Easements are attached hereto as Exhibit “A” and incorporated herein;

WHEREAS, pursuant to Education Code section 81310, the governing board of a community college district may convey to the state, or any political subdivision or municipal corporation thereof, for public street or highway purposes any real property belonging to such community college district upon such terms and conditions as the parties thereto may agree;

WHEREAS, the District desires to provide Easements to the City for the construction, operation and maintenance of rights of way, utilities and traffic control devices, and the respective necessary fixtures and appurtenances thereto pursuant to the terms and conditions set forth in the Easement Grant Deeds attached hereto as Exhibit “B” and incorporated herein;

WHEREAS, pursuant to Education Code section 81311, on July 23, 2012, the District’s governing board (“Board”), in a regular open meeting, by a two-thirds vote of all its members adopted Resolution No. 12-37 (the “Resolution”) declaring its intention to dedicate the Easements;

WHEREAS, in accordance with Education Code section 81311, the District’s Board fixed August 20, 2012, for a public hearing (“Public Hearing”) upon the question of making the dedication of the Easements to the City;

WHEREAS, pursuant to Education Code section 81312, the District posted copies of the Resolution in three public places in the District not less than ten (10) days before the Public Hearing, and published notice once, not less than five (5) days before the Public Hearing, in a local newspaper;

WHEREAS, pursuant to Education Code section 81313, on August 20, 2012, at a regular meeting of the District’s Board, the District held a Public Hearing upon the question of making the dedication of the Easements to the City; and

WHEREAS, no petition pursuant to Education Code section 81314 has been filed with the District’s Board.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. The District's Board authorizes and directs the President of the Board to execute the Easements and take whatever action is necessary to complete the dedication of the Easements to the City.

Section 3. That the District's Board hereby determines that the District is in compliance with all relevant sections of the Education Code and all other applicable laws.

ADOPTED, SIGNED AND APPROVED this 20th day of August, 2012.

President of the Board of Trustees of
Rancho Santiago Community College District
Phillip Yarbrough

I, Arianna P. Barrios, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 20th day of August 2012, and that it was so adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Clerk of the Board of Trustees of Rancho Santiago
Community College District

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF ORANGE
c/o City Clerk
300 East Chapman Avenue
Orange, California 92666

MAIL TAX STATEMENTS TO: SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ EXEMPT-
REVENUE AND TAXATION CODE SECTION 11922

LOCATION:

Rancho Santiago Community College
N/S Chapman Ave., E/O Trails End Lane
A.P.N. 545-051-02

Signature of Declarant or Agent
Determining Tax

Firm Name

Exempt - Recording Requested Under Government Code 6103

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California, ("Grantor") hereby grant(s) and convey(s) to the CITY OF ORANGE, ("Grantee") a municipal corporation, a perpetual easement and right of way for traffic control devices purposes in, on, under, across, and through all that real property situated in the City of Orange, County of Orange, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

ALSO ALL AS MORE PARTICULARLY SHOWN ON A MAP ATTACHED HERETO AS EXHIBIT "B".

SEE ADDITIONAL RESTRICTIONS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "C".

DATED _____
STATE OF CALIFORNIA }
COUNTY OF ORANGE }

On _____ before me _____,

a Notary Public, personally appeared _____

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, a political subdivision of the State of
California

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

BY: _____
Peter Hardash, Vice Chancellor

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
TRAFFIC SIGNAL EASEMENT

BEING AN EASEMENT OVER, ON AND UNDER A PORTION OF PARCEL "H" AS DESCRIBED IN DOCUMENT NO. 2000-0642038 FILED FOR RECORD ON NOVEMBER 27, 2000 WITH THE COUNTY OF ORANGE RECORDER'S OFFICE SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID DEDICATION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE INTERSECTION OF CHAPMAN AVENUE AND TRAILS END LANE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213. THENCE SOUTH 71° 30' 20" EAST FOR 14.00 FEET ALONG SAID CENTERLINE TO AN ANGLE POINT AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 71° 23' 21" EAST FOR 934.41 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE NORTH 18° 36' 39" EAST FOR 71.38 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE AS SHOWN ON SAID RECORD OF SURVEY; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 64° 05' 16" EAST FOR 18.38 FEET; THENCE ALONG A LINE PARALLEL WITH SAID RIGHT OF WAY LINE SOUTH 70° 54' 44" EAST FOR 4.00 FEET AND BEING THE TRUE POINT OF BEGINNING;

THENCE ONTO A NON TANGENTIAL CURVE TO THE LEFT CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 52.6 FEET AND A CENTRAL ANGLE OF 40° 18' 11" FROM WHICH THE RADIUS POINT BEARS NORTH 79° 32' 07" WEST; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 37.00 FEET;

THENCE ONTO A NON-RADIAL LINE NORTH 68° 11' 00" EAST FOR 29.18 FEET;

THENCE ONTO A NON TANGENTIAL CURVE TO THE RIGHT CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 81.60 FEET AND A CENTRAL ANGLE OF 40° 31' 09" FROM WHICH THE RADIUS POINT BEARS SOUTH 63° 01' 21" WEST; THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 57.71 FEET;

THENCE ONTO A NON- RADIAL LINE NORTH 70° 54' 44" WEST FOR 29.21 FEET BEING PARALLEL WITH SAID NORTHERLY RIGHT OF WAY LINE TO THE TRUE POINT OF BEGINNING.

AS SHOWN ON SURVEY PLAT EXHIBIT "B" AND MADE A PART HEREIN.

CONTAINING ± 1,373 SQUARE FEET

BASIS OF BEARING

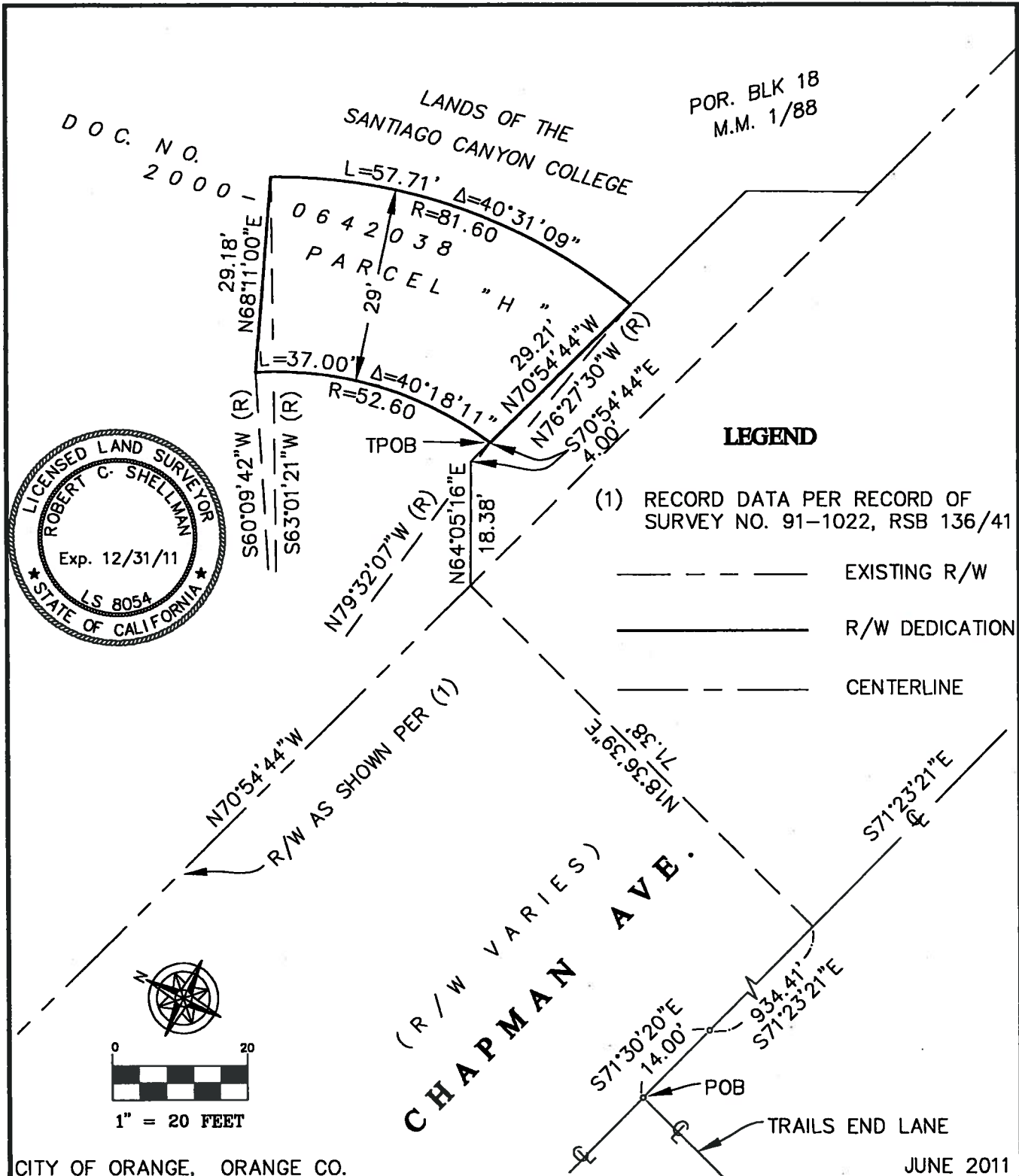
THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213.

THIS DESCRIPTION WAS PREPARED BY ME, ROBERT SHELLMAN.



ROBERT C. SHELLMAN
LICENSE EXPIRES 12/31/11
DATE PREPARED: 6/10/2011





LTI
LUZURIAGA TAYLOR, INC.
 Civil Engineers • Land Surveyors

26440 LA ALAMEDA
 SUITE 310
 MISSION VIEJO CA 92691
 TEL 949.348.2882
 FAX 949.348.2772

EXHIBIT 'B'
 TRAFFIC SIGNAL EASEMENT
 CITY OF ORANGE

EXHIBIT "C"

It is understood and agreed that this easement does not constitute a conveyance of a fee interest in Grantor's property or of the minerals therein and thereunder, but grants only the limited easement as provided. The easement granted herein is on an "AS-IS" basis and Grantor makes no representation or warranty of any kind regarding the condition of the Grantor's easement area. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Grantee. This easement is subject to all existing easements, covenants, and restrictions recorded against the Grantor's property.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents, and contractors.

**RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:**

CITY OF ORANGE
c/o City Clerk
300 East Chapman Avenue
Orange, California 92666

MAIL TAX STATEMENTS TO: SAME AS ABOVE

**SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ EXEMPT-
REVENUE AND TAXATION CODE SECTION 11922**

LOCATION:

Rancho Santiago Community College
N/S Chapman Ave., E/O Trails End Lane
A.P.N. 545-051-02

Signature of Declarant or Agent
Determining Tax

Firm Name

Exempt - Recording Requested Under Government Code 6103

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California, ("Grantor") hereby grant(s) and convey(s) to the CITY OF ORANGE, ("Grantee") a municipal corporation, a perpetual easement and right of way for street and public utility purposes in, on, under, across, and through all that real property situated in the City of Orange, County of Orange, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

ALSO ALL AS MORE PARTICULARLY SHOWN ON A MAP ATTACHED HERETO AS EXHIBIT "B".

SEE ADDITIONAL RESTRICTIONS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "C".

DATED _____
STATE OF CALIFORNIA }
COUNTY OF ORANGE }

On _____ before me _____,

a Notary Public, personally appeared _____

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, a political subdivision of the State of
California

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

BY: _____
Peter Hardash, Vice Chancellor

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
RIGHT OF WAY DEDICATION

BEING A PUBLIC RIGHT OF WAY DEDICATION FOR CHAPMAN AVENUE OVER A PORTION OF PARCEL "H" AS DESCRIBED IN DOCUMENT NO. 2000-0642038 FILED FOR RECORD ON NOVEMBER 27, 2000 WITH THE COUNTY OF ORANGE RECORDER'S OFFICE SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID DEDICATION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE CENTERLINE INTERSECTION OF CHAPMAN AVENUE AND TRAILS END LANE AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213. THENCE SOUTH 71° 30' 20" EAST FOR 14.00 FEET ALONG SAID CENTERLINE TO AN ANGLE POINT AS SHOWN ON SAID RECORD OF SURVEY; THENCE CONTINUING ALONG SAID CENTERLINE SOUTH 71° 23' 21" EAST FOR 934.41 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE NORTH 18° 36' 39" EAST FOR 71.38 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE AS SHOWN ON SAID RECORD OF SURVEY AND BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 64° 05' 16" EAST FOR 18.38 FEET;

THENCE ALONG A LINE PARALLEL WITH SAID RIGHT OF WAY LINE SOUTH 70° 54' 44" EAST FOR 57.33 FEET;

THENCE LEAVING SAID PARALLEL LINE SOUTH 25° 54' 44" EAST FOR 18.38 FEET TO A POINT ON SAID NORTHERLY RIGHT OF WAY LINE;

THENCE NORTH 70° 54' 44" WEST FOR 83.33 FEET ALONG SAID RIGHT OF WAY TO THE TRUE POINT OF BEGINNING.

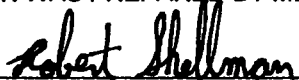
AS SHOWN ON SURVEY PLAT EXHIBIT "B" AND MADE A PART HEREIN.

CONTAINING ± 914 SQUARE FEET

BASIS OF BEARING

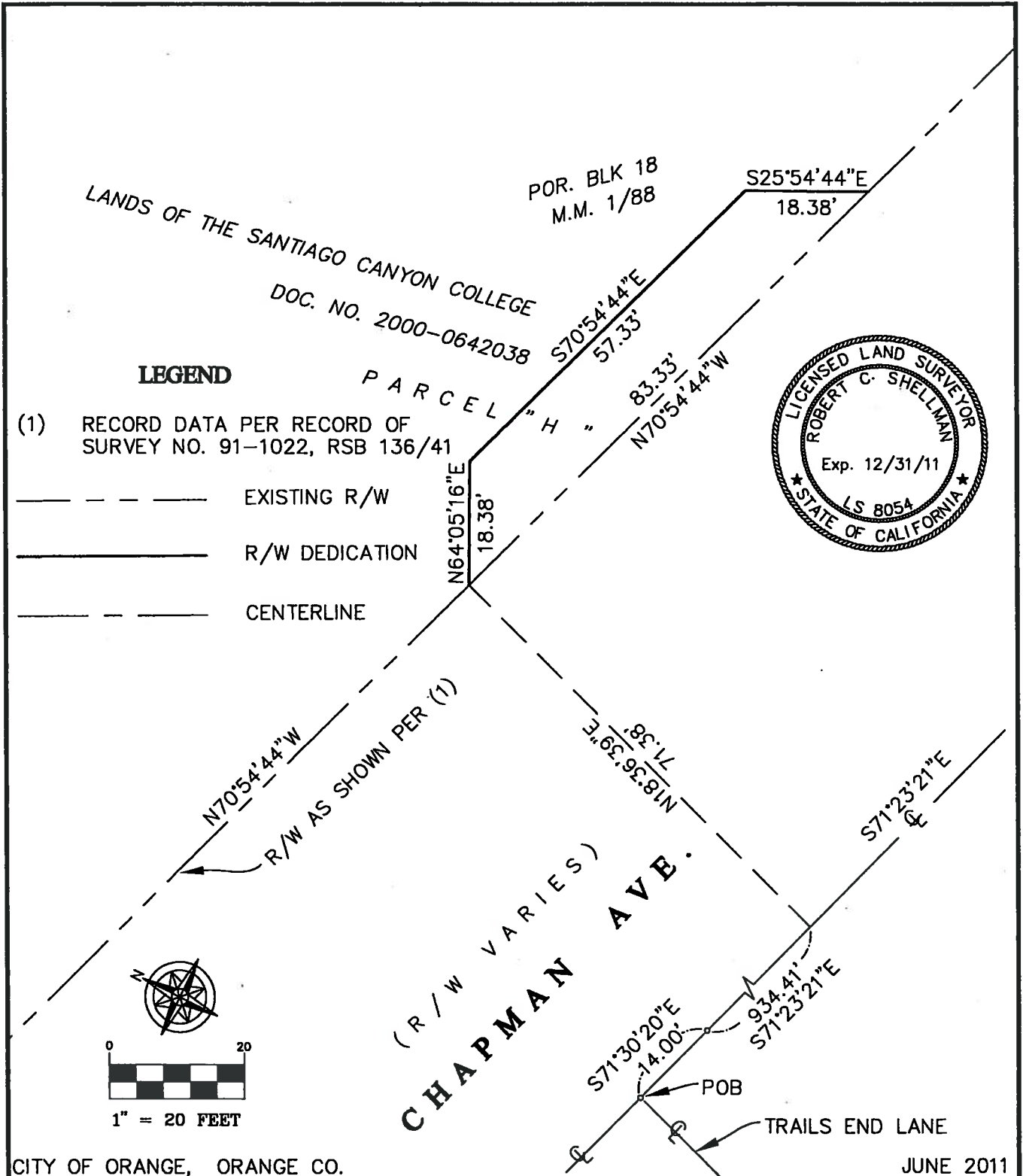
THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213.

THIS DESCRIPTION WAS PREPARED BY ME, ROBERT SHELLMAN.



ROBERT C. SHELLMAN
LICENSE EXPIRES 12/31/11
DATE PREPARED: 6/10/2011

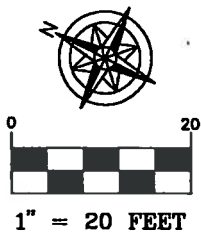




LEGEND

(1) RECORD DATA PER RECORD OF SURVEY NO. 91-1022, RSB 136/41

- EXISTING R/W
- R/W DEDICATION
- CENTERLINE



CITY OF ORANGE, ORANGE CO.

JUNE 2011

LTI
LUZURIAGA TAYLOR, INC.
 Civil Engineers • Land Surveyors

26440 LA ALAMEDA
 SUITE 310
 MISSION VIEJO CA 92691
 TEL 949.348.2882
 FAX 949.348.2772

EXHIBIT 'B'

R/W DEDICATION
 CITY OF ORANGE

EXHIBIT "C"

It is understood and agreed that this easement does not constitute a conveyance of a fee interest in Grantor's property or of the minerals therein and thereunder, but grants only the limited easement as provided. The easement granted herein is on an "AS-IS" basis and Grantor makes no representation or warranty of any kind regarding the condition of the Grantor's easement area. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Grantee. This easement is subject to all existing easements, covenants, and restrictions recorded against the Grantor's property.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents, and contractors.

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF ORANGE
c/o City Clerk
300 East Chapman Avenue
Orange, California 92666

MAIL TAX STATEMENTS TO: SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ EXEMPT-
REVENUE AND TAXATION CODE SECTION 11922

LOCATION:

Rancho Santiago Community College
S/S Santiago Canyon Rd. at Highbrook Rd.
A.P.N. 545-051-01

Signature of Declarant or Agent
Determining Tax

Firm Name

Exempt - Recording Requested Under Government Code 6103

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California, ("Grantor") hereby grant(s) and convey(s) to the CITY OF ORANGE, ("Grantee") a municipal corporation, a perpetual easement and right of way for street and public utility purposes in, on, under, across, and through all that real property situated in the City of Orange, County of Orange, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

ALSO ALL AS MORE PARTICULARLY SHOWN ON A MAP ATTACHED HERETO AS EXHIBIT "B".

SEE ADDITIONAL RESTRICTIONS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "C".

DATED _____
STATE OF CALIFORNIA }
COUNTY OF ORANGE }

On _____ before me _____,

a Notary Public, personally appeared _____

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, a political subdivision of the State of
California

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

BY: _____
Peter Hardash, Vice Chancellor

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
RIGHT OF WAY DEDICATION

BEING A PUBLIC RIGHT OF WAY DEDICATION FOR SANTIAGO CANYON ROAD OVER A PORTION OF PARCEL "B" AS DESCRIBED IN DOCUMENT NO. 2000-0642038 FILED FOR RECORD ON NOVEMBER 27, 2000 WITH THE COUNTY OF ORANGE RECORDER'S OFFICE SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID DEDICATION IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF SANTIAGO CANYON ROAD AND NEWPORT BOULEVARD AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213. THENCE SOUTH 33° 59' 34" EAST FOR 530.66.00 FEET ALONG SAID CENTERLINE TO A POINT AS SHOWN ON SAID RECORD OF SURVEY; THENCE LEAVING SAID CENTERLINE SOUTH 56° 00' 26" WEST FOR 65.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE AS SHOWN ON SAID RECORD OF SURVEY; THENCE ONTO A CURVE TO THE LEFT CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1665.00 FEET AND A CENTRAL ANGLE OF 1° 21' 10" FROM WHICH THE RADIUS POINT BEARS NORTH 56° 00' 26" EAST, THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 39.31 FEET AND BEING THE TRUE POINT OF BEGINNING;

THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 07° 10' 46" WEST FOR 30.93 FEET;

THENCE SOUTH 38° 24' 50" EAST FOR 57.07 FEET;

THENCE SOUTH 82° 12' 19" EAST FOR 28.52 FEET TO A POINT ON SAID RIGHT OF WAY;

THENCE NORTH 37° 03' 15" WEST FOR 99.33 FEET TRUE POINT OF BEGINNING.


AS SHOWN ON SURVEY PLAT EXHIBIT "B" AND MADE A PART HEREIN.

CONTAINING ± 1,635 SQUARE FEET

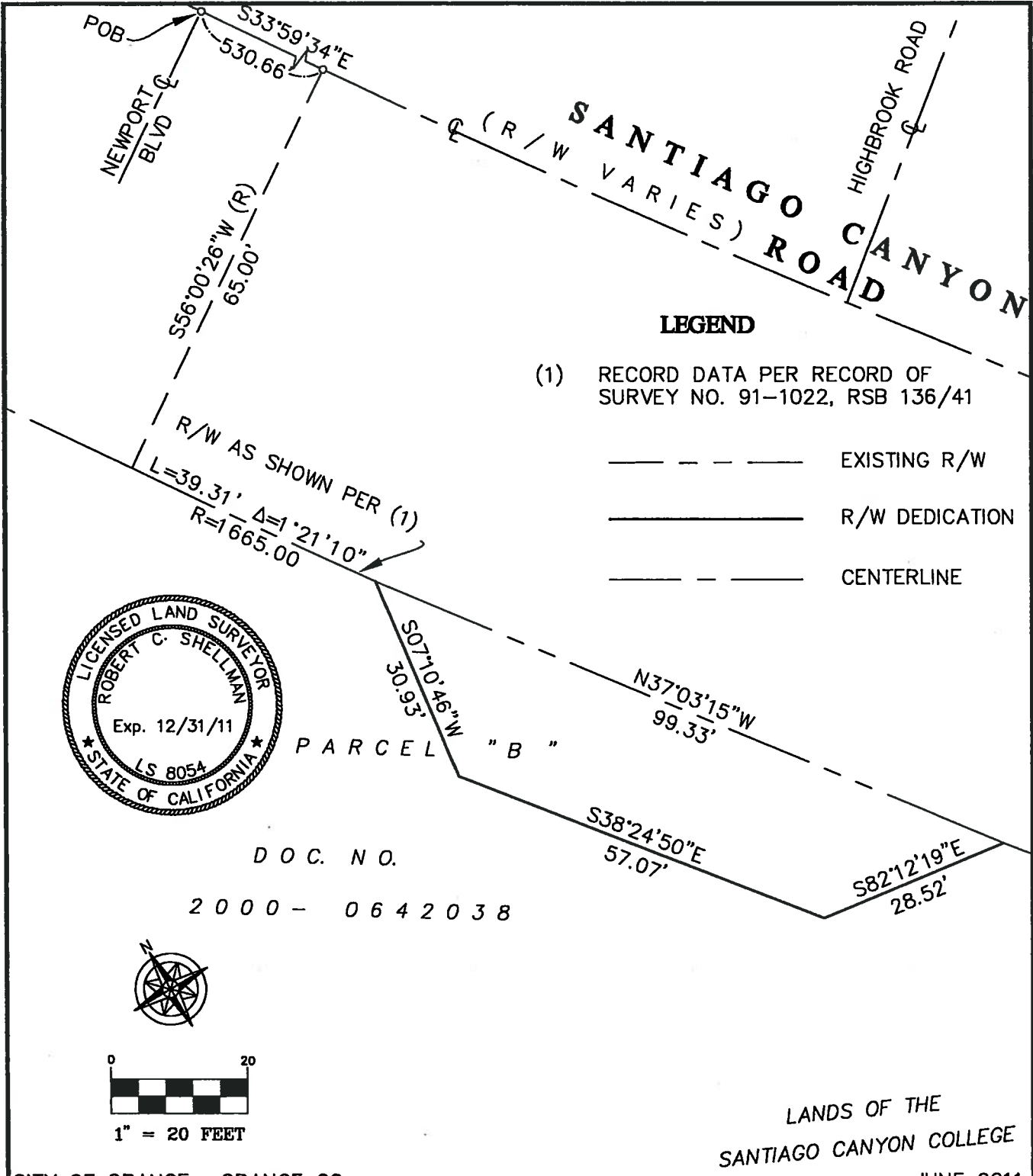
BASIS OF BEARING

THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213.

THIS DESCRIPTION WAS PREPARED BY ME, ROBERT SHELLMAN.


ROBERT C. SHELLMAN
LICENSE EXPIRES 12/31/11
DATE PREPARED: 6/10/2011





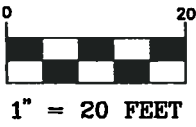
LEGEND

- (1) RECORD DATA PER RECORD OF SURVEY NO. 91-1022, RSB 136/41
- EXISTING R/W
- R/W DEDICATION
- CENTERLINE



PARCEL " B "

DOC. NO.
2000 - 0642038



LANDS OF THE
SANTIAGO CANYON COLLEGE

CITY OF ORANGE, ORANGE CO.

JUNE 2011



26440 LA ALAMEDA
SUITE 310
MISSION VIEJO CA 92691
TEL 949.348.2882
FAX 949.348.2772

EXHIBIT 'B'

R/W DEDICATION
CITY OF ORANGE

EXHIBIT "C"

It is understood and agreed that this easement does not constitute a conveyance of a fee interest in Grantor's property or of the minerals therein and thereunder, but grants only the limited easement as provided. The easement granted herein is on an "AS-IS" basis and Grantor makes no representation or warranty of any kind regarding the condition of the Grantor's easement area. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Grantee. This easement is subject to all existing easements, covenants, and restrictions recorded against the Grantor's property.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents, and contractors.

RECORDING REQUESTED BY AND
WHEN RECORDED, MAIL TO:

CITY OF ORANGE
c/o City Clerk
300 East Chapman Avenue
Orange, California 92666

MAIL TAX STATEMENTS TO: SAME AS ABOVE

SPACE ABOVE THIS LINE FOR RECORDER'S USE
DOCUMENTARY TRANSFER TAX \$ EXEMPT-
REVENUE AND TAXATION CODE SECTION 11922

LOCATION:

Rancho Santiago Community College
S/S Santiago Canyon Rd. at Highbrook Rd.
A.P.N. 545-051-01

Signature of Declarant or Agent
Determining Tax

Firm Name

Exempt - Recording Requested Under Government Code 6103

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California, ("Grantor") hereby grant(s) and convey(s) to the CITY OF ORANGE, ("Grantee") a municipal corporation, a perpetual easement and right of way for traffic control devices purposes in, on, under, across, and through all that real property situated in the City of Orange, County of Orange, State of California, described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

ALSO ALL AS MORE PARTICULARLY SHOWN ON A MAP ATTACHED HERETO AS EXHIBIT "B".

SEE ADDITIONAL RESTRICTIONS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "C".

DATED _____
STATE OF CALIFORNIA }
COUNTY OF ORANGE }

On _____ before me _____,

a Notary Public, personally appeared _____

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT, a political subdivision of the State of
California

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument

BY: _____
Peter Hardash, Vice Chancellor

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

EXHIBIT "A"
TRAFFIC SIGNAL EASEMENT

BEING AN EASEMENT OVER, ON AND UNDER A PORTION OF PARCEL "B" AS DESCRIBED IN DOCUMENT NO. 2000-0642038 FILED FOR RECORD ON NOVEMBER 27, 2000 WITH THE COUNTY OF ORANGE RECORDER'S OFFICE SITUATED IN THE CITY OF ORANGE, COUNTY OF ORANGE, STATE OF CALIFORNIA, SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTERLINE INTERSECTION OF SANTIAGO CANYON ROAD AND NEWPORT BOULEVARD AS SHOWN ON THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213. THENCE SOUTH 33° 59' 34" EAST FOR 530.66.00 FEET ALONG SAID CENTERLINE TO A POINT AS SHOWN ON SAID RECORD OF SURVEY; THENCE LEAVING SAID CENTERLINE SOUTH 56° 00' 26" WEST FOR 65.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE AS SHOWN ON SAID RECORD OF SURVEY; THENCE ONTO A CURVE TO THE LEFT CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1665.00 FEET AND A CENTRAL ANGLE OF 1° 21' 10" FROM WHICH THE RADIUS POINT BEARS NORTH 56° 00' 26" EAST, THENCE ALONG SAID CURVE FOR AN ARC LENGTH OF 39.31 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE SOUTH 07° 10' 46" WEST FOR 30.93 FEET; THENCE SOUTH 38° 24' 50" EAST FOR 22.32 FEET BEING THE TRUE POINT OF BEGINNING:

THENCE SOUTH 51° 35' 10" WEST FOR 43.85 FEET;

THENCE SOUTH 38° 24' 50" EAST FOR 30.50 FEET;

THENCE NORTH 51° 35' 10" EAST FOR 43.85 FEET;

THENCE NORTH 38° 24' 50" WEST FOR 30.50 FEET TO THE TRUE POINT OF BEGINNING.

AS SHOWN ON SURVEY PLAT EXHIBIT "B" AND MADE A PART HEREIN.

CONTAINING ± 1,337 SQUARE FEET

BASIS OF BEARING

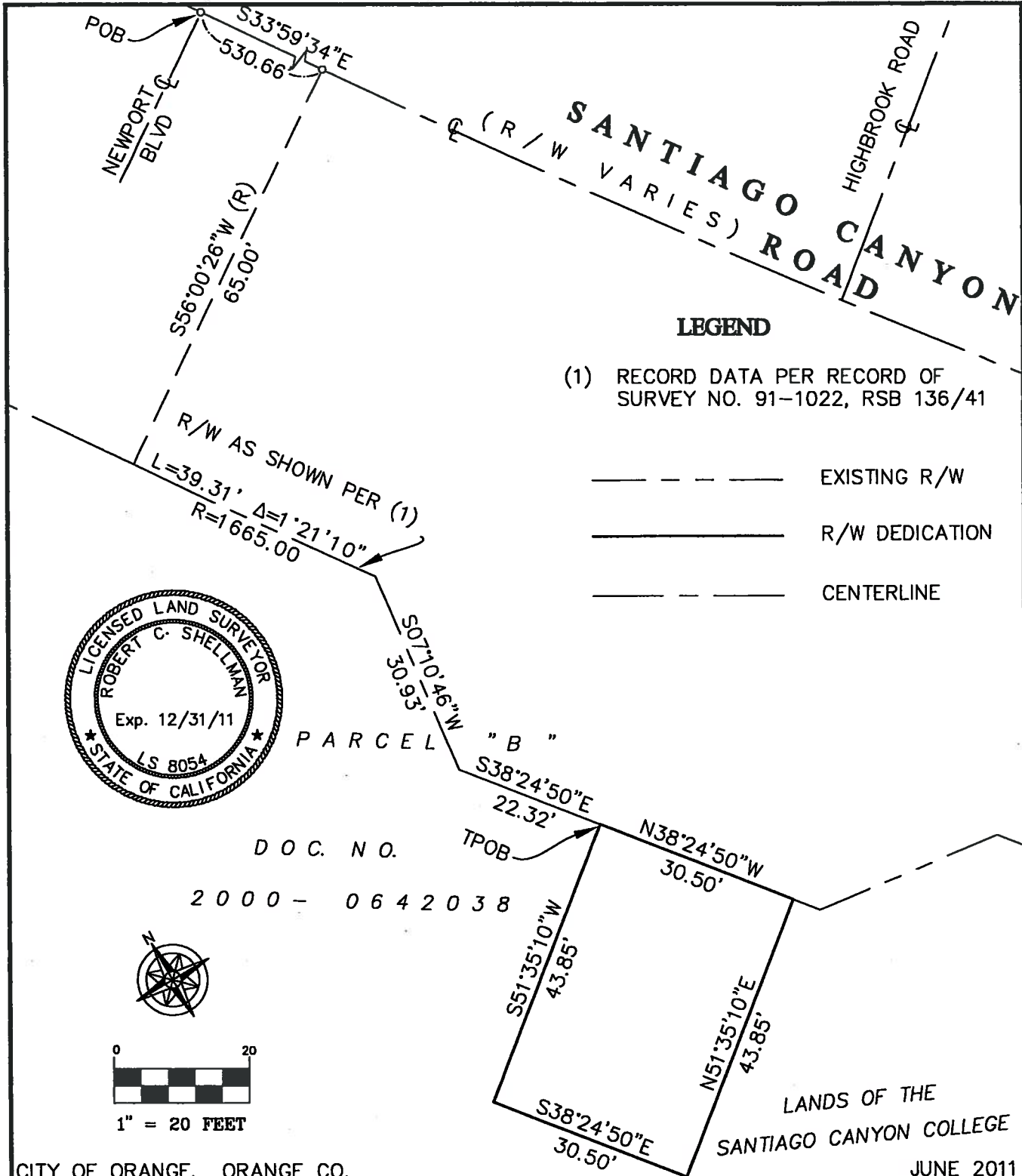
THE BASIS OF BEARING FOR THIS LEGAL DESCRIPTION IS THAT CERTAIN RECORD OF SURVEY NO. 91-1022 FILED FOR RECORD IN RECORD OF SURVEY BOOK 136 AT PAGE 41 IN THE COUNTY OF ORANGE RECORDER'S OFFICE ON APRIL 20, 1992 AS INSTRUMENT NO. 92-254213.

THIS DESCRIPTION WAS PREPARED BY ME, ROBERT SHELLMAN.



ROBERT C. SHELLMAN
LICENSE EXPIRES 12/31/11
DATE PREPARED: 6/10/2011





CITY OF ORANGE, ORANGE CO.

JUNE 2011



26440 LA ALAMEDA
 SUITE 310
 MISSION VIEJO CA 9269
 TEL 949.348.2882
 FAX 949.348.2772

EXHIBIT 'B'
 TRAFFIC SIGNAL EASEMENT
 CITY OF ORANGE

EXHIBIT "C"

It is understood and agreed that this easement does not constitute a conveyance of a fee interest in Grantor's property or of the minerals therein and thereunder, but grants only the limited easement as provided. The easement granted herein is on an "AS-IS" basis and Grantor makes no representation or warranty of any kind regarding the condition of the Grantor's easement area. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Grantee. This easement is subject to all existing easements, covenants, and restrictions recorded against the Grantor's property.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents, and contractors.

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Adoption of Resolution No. 12-44 – Electricity for the Loop Road Extension Project at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Dynalectric for Bid #1139, Electricity for the Loop Road Extension Project at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 12-44 as well as Exhibit A.

Resolution No. 12-44 and Change Order #4 increases the contract by \$51,399.57. The revised contract amount is \$287,467.31. District staff was able to negotiate a savings of \$992.69. 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 27.76% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-44, Dynalectric for Bid #1139, Electricity for the Loop Road Extension Project at Santiago Canyon College as presented.

Fiscal Impact:	\$51,399.57	Board Date: August 20, 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 DYNALECTRIC
FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO CANYON COLLEGE
LOOP ROAD EXTENSION PROJECT**

RESOLUTION NO. 12-44

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work for the Loop Road Extension Project at Santiago Canyon College, (“Project”) to Dynalectric (“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 removing and relocating light poles, re-routing existing conduit and providing temporary power to existing light standards. 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 \$51,399.57 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 20th day of August, 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 20th day of August, 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 20th day of August, 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. 1139	P.O. # 10-BP000229
Contractor: Dynalectric	D.S.A. No. 04-110594		Change Order No. 4
Architect: LPA Inc	Date: August 2, 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		\$225,000.00
Previous Change Orders	\$11,067.74	
This Change Order	\$51,399.57	
Total Change Orders		\$62,467.31
Revised Contract Amount		\$287,467.31
Previous Time Extensions	1 calendar day	
Time Extension - This Change Order	0 calendar day	
Total Time Extensions		1 calendar day
Original Completion Date		September 24, 2011
Revised Contract Completion Date		September 24, 2011
RSCCD Board Approval Date		August 20, 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: <i>Santiago Canyon College Loop Road Extension</i>	Bid No. 1139	P.O. # 10-BP000229
	D.S.A. No. 04-110594	
Contractor: Dynalectric	Change Order No. 4	
Architect: LPA Inc	Date: August 2, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Remove two light poles near the Child Development Center and relocate to M&O yard per RFI # L-023.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION</u> ADDS 0 Calendar Day</p>	\$0.00	\$720.69
2.0	<p><u>DESCRIPTION:</u> Relocate nine parking lot poles from the top of the new Chapman entrance to the M&O yard. Original Cost \$2,178.07 Savings \$36.54</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION</u> ADDS 0 Calendar Day</p>	\$0.00	\$2,141.53
3.0	<p><u>DESCRIPTION:</u> Reroute existing conduit found in the new tree well at the Loop Road NE sidewalk and back into the pull box. Delete old conduit, run new conduit and wiring, backfill and compact, test circuit as directed in RFI L-030.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION</u> ADDS 0 Calendar Day</p>	\$0.00	\$2,608.97
4.0	<p><u>DESCRIPTION:</u> Provide temporary power to the existing light standards during the phases of parking lot construction. Original Cost \$23,974.30 Savings \$339.90</p> <p><u>REASON:</u> Phased Work/Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION</u> ADDS 0 Calendar Day</p>	\$0.00	\$23,634.40

CHANGE ORDER

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

Project: *Santiago Canyon College Loop Road Extension*

Bid No. 1139

P.O. # 10-BP000229

D.S.A. No. 04-110594

Contractor: Dynalectric

Change Order No. 4

Architect: LPA Inc

Date: August 2, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p><u>DESCRIPTION:</u> Relocate one existing S2 light standard including conduit and circuitry at NW handicapped parking area, existing conductors were to short , new conductors had to be run from two existing poles to new location. Original Cost \$7,069.16 Savings \$146.33</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION</u> ADDS 0 Calendar Day</p>	\$0.00	\$6,922.83
6.0	<p><u>DESCRIPTION:</u> Relocate one light pole at the two most southernmost walkways perpendicular to Loop Road as directed in CCD3R1 Original Cost \$1,204.90 Savings \$22.84</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION</u> ADDS 0 Calendar Day</p>	\$0.00	\$1,182.06
7.0	<p><u>DESCRIPTION:</u> Remove three light pole fixtures obstructing the new construction, including light pole base conduits, new pull box and rework of conduit. Original Cost \$14,636.17 Savings \$447.08</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION</u> ADDS 0 Calendar Day</p>	\$0.00	\$14,189.09
Sub-Total		\$0.00	\$51,399.57
Total			\$51,399.57

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Adoption of Resolution No. 12-45 – Concrete for the Athletic/Aquatics Complex at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Athletic/Aquatics Complex at Santiago Canyon College. This is the completion contract originally awarded to Tidwell Concrete.

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 12-45 as well as Exhibit A.

Resolution 12-45 and Change Order #6 as outlined, increases the contract by \$36,596.78. The revised contract amount is \$1,122,776.60. 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 21.49% 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. 12-45, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Athletic/Aquatics Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$36,596.78	Board Date: August 20, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO GUY YOCOM
CONSTRUCTION, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATICS COMPLEX**

RESOLUTION NO. 12-45

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Athletic/Aquatics Complex at Santiago Canyon College, (“Project”) to Guy Yocom Construction, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including demolition and replacing accessible ramp and adding stem wall at stair. 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 \$36,596.78 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 20th day of August, 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 20th day of August, 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 20th day of August, 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 ATHLETIC/AQUATICS COMPLEX***

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1136	P.O. # 11-BP000254
Contractor: Guy Yocom Construction Inc	D.S.A. No.	04-109232	
Architect: The Austin Company	Change Order No.	6	
	Date:	8/2/12	

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	\$162,029.82	
This Change Order	\$36,596.78	
Total Change Orders		\$198,626.60
Revised Contract Amount		\$1,122,776.60
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		August 20, 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. 6	
Architect: The Austin Company	Date: 8/2/12	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Labor and material to demo and replace the accessible ramp as noted on field change directive 62</p> <p><u>REASON:</u> The existing elevations will not meet the required ADA slope requirement per the approved documents</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$30,638.55
2.0	<p><u>DESCRIPTION:</u> Chip out concrete for install of door closers</p> <p><u>REASON:</u> Not part of concrete scope of work on re-bid (Backcharge Great American Surety)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,470.65
3.0	<p><u>DESCRIPTION:</u> Add additional stem wall at stair 4 per field change directive 56 and request per information 279</p> <p><u>REASON:</u> Stem wall required for additional support at the pool deck area</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,487.58
Sub-Total		\$0.00	\$36,596.78
Total			\$36,596.78

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Adoption of Resolution No. 12-46 – Plumbing for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Adoption	

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 12-46 as well as Exhibit A.

Resolution 12-46 and Change Order #4 as outlined, increases the contract by \$3,156.23. The revised contract amount is \$158,382.86. 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 99.27% 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. 12-46, Interpipe Construction, Inc. for Bid #1140, plumbing for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$3,156.23	Board Date: August 20, 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. 12-46

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 installing two valve boxes and performing a second testing of new 10” fire line. 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 \$3,156.23 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 20th day of August, 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 20th day of August, 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 20th day of August, 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. 1140 P.O. # 10-P0014554 D.S.A. No. 04-110594
Contractor: Interpipe	Change Order No. 4	
Architect: LPA Inc.	Date: July 31, 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	\$75,746.63	
This Change Order	\$3,156.23	
Total Change Orders		\$78,902.86
Revised Contract Amount		\$158,382.86
Previous Time Extensions	4 calendar days	
Time Extension - This Change Order	0 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		August 20, 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

D.S.A. No. 04-110594

Contractor: Interpipe

Change Order No. 4

Architect: LPA Inc.

Date: July 31, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Supply and install two valve boxes, during construction the existing boxes were found to be buried.</p> <p><u>REASON:</u> Field Condition</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$1,588.25
2.0	<p><u>DESCRIPTION:</u> To perform a second testing of the new 10" fire line due to project phasing. Original Cost \$2,332.47 Savings \$764.49</p> <p><u>REASON:</u> Work was being phased for completion</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$1,567.98
Sub-Total		\$0.00	\$3,156.23
Total			\$3,156.23

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #5, 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. This is the completion contract originally awarded to Tidwell Concrete.

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 increases the contract by \$2,903.01 and adds 2 calendar days. The revised contract amount is \$1,369,226.20. 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 5.09% 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 #1136 for Guy Yocom Construction, Inc., concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$2,903.01	Board Date: August 20, 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. 5	
Architect: LPA Inc	Date: 8/1/12	

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	\$63,423.19	
This Change Order	\$2,903.01	
Total Change Orders		\$66,326.20
Revised Contract Amount		\$1,369,226.20
Previous Time Extensions	9 calendar days	
Time Extension - This Change Order	2 calendar days	
Total Time Extensions		11 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 27, 2011
RSCCD Board Approval Date		August 20, 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
Contractor: Guy Yocom Construction		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 5	Date: 8/1/12
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Due to delay changes in the mechanical platform, contractor provided additional reinforcing steel in concrete beam, G/4-11 line to continue CMU wall construction.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> LPA</p> <p><u>TIME EXTENSION:</u> ADDS 2 calendar days</p>	\$0.00	\$7,262.30
2.0	<p><u>DESCRIPTION:</u> Deductive change order for cost of repairs performed by Interpipe of a three inch domestic water line damaged by Guy Yocom Construction. Reference Owner Change Order # 5 to Interpipe</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$7,439.92	
3.0	<p><u>DESCRIPTION:</u> To expand equipment pad in boiler room to accommodate plumbing equipment in room 318. Deductive change order issued Interpipe Contracting.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,080.63
Sub-Total		-\$7,439.92	\$10,342.93
Total			\$2,903.01

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #6, 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 #6.

Change Order #6 increases the contract by \$9,150.85. The revised contract amount is \$3,420,856.35. 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 3.47% 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 #1138 for Blazing Industrial Steel Inc., structural steel for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$9,150.85	Board Date: August 20, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1138	P.O. # 10-P0014485	
	D.S.A. No.	04-110212	
Contractor: Blazing Industrial Steel Inc	Change Order No.	6	
Architect: LPA Inc	Date:	August 2, 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	\$105,705.50	
This Change Order	\$9,150.85	
Total Change Orders		\$114,856.35
Revised Contract Amount		\$3,420,856.35
Previous Time Extensions	10 calendar days	
Time Extension - This Change Order	8 calendar days	
Total Time Extensions		18 calendar days
Original Completion Date		April 18, 2011
Revised Contract Completion Date		April 20, 2011
RSCCD Board Approval Date		August 20, 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. 1138	P.O. # 10-P0014485
Contractor: Blazing Industrial Steel Inc		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 6	Date: 8/2/12
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> RFI #H-544R1 response required an additional three new W12x26 beams at roof level. <u>REASON:</u> Field Condition <u>REQUESTOR:</u> LPA <u>TIME EXTENSION:</u> ADDS 6 calendar days	\$0.00	\$10,592.34
2.0	<u>DESCRIPTION:</u> Deductive change order - correct protruding floor lines at stair one, corrective work by Inland Building <u>REASON:</u> Field Condition <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 2 calendar days	-\$1,441.49	
Sub-Total		-\$1,441.49	\$10,592.34
Total			\$9,150.85

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #7, 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 #7.

Change Order #7 increases the contract by \$5,358.06. The revised contract amount is \$3,774,685.94. 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 4.33% 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 #7, Bid #1139 for Dynalectric, electricity for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$5,358.06	Board Date: August 20, 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. 1139	P.O. # 10-BP000225
	D.S.A. No. 04-110212	
Contractor: Dynalectric	Change Order No. 7	
Architect: LPA Inc	Date: August 20, 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	\$151,427.88	
This Change Order	\$5,358.06	
Total Change Orders		\$156,785.94
Revised Contract Amount		\$3,774,685.94
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		August 20, 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
Contractor: Dynalectric		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 7	
		Date: August 2, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Retrofit forty type 1 fixtures with dimming ballasts to upgrade to type 1F as confirmed in RFI H-545. <u>REASON:</u> Not shown on plans <u>REQUESTOR:</u> LPA <u>TIME EXTENSION:</u> 0 calender days		\$5,358.06
Sub-Total		\$0.00	\$5,358.06
Total			\$5,358.06

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #5, Bid #1140 – Plumbing for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Contracting, Inc. for Bid #1140, plumbing 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 increases the contract by \$4,359.29. The revised contract amount is \$823,649.29. 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 9.08% 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 #1140 for Interpipe Contracting, Inc., plumbing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$4,359.29	Board Date: August 20, 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. 1140 P.O. # 10-P0014548

D.S.A. No. 04-110212

Contractor: Interpipe

Change Order No. 5

Architect: LPA Inc

Date: 8/1/12

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		\$755,060.00
Previous Change Orders	\$64,230.00	
This Change Order	\$4,359.29	
Total Change Orders		\$68,589.29
Revised Contract Amount		\$823,649.29
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 5, 2011
Revised Contract Completion Date		October 5, 2011
RSCCD Board Approval Date		August 20, 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. 1140	P.O. # 10-P0014548
	D.S.A. No. 04-110212	
Contractor: Interpipe	Change Order No. 5	
Architect: LPA Inc	Date: 8/1/12	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> To repair three inch domestic water line damaged in two places by Guy Yocom Construction. Owner Change Order # 5 to Guy Yocom Construction includes deductive change order for this amount and is prepared for Board Approval date of August 20, 2012.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$7,439.92
2.0	<p><u>DESCRIPTION:</u> Deductive Change Order issued for the costs to have Guy Yocom Construction expand equipment pad in boiler room due to Interpipe's failure to follow coordination plan.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$3,080.63	\$0.00
Sub-Total		-\$3,080.63	\$7,439.92
Total			\$4,359.29

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #5, Bid #1141 – HVAC for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to West Tech Mechanical for Bid #1141, HVAC for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #5.

Change Order #5 increases the contract by \$12,481.60. District staff was able to negotiate a cost savings of \$556.15. The revised contract amount is \$2,190,090.28. 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 1.86% 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 #1141 for West Tech Mechanical, HVAC for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$12,481.60	Board Date: August 20, 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. 1141	P.O. # 10-BP000249
	D.S.A. No. 04-110212	
Contractor: West Tech Mechanical	Change Order No. 5	
Architect: LPA Inc	Date: August 1, 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		\$2,150,000.00
Previous Change Orders	\$27,608.68	
This Change Order	\$12,481.60	
Total Change Orders		\$40,090.28
Revised Contract Amount		\$2,190,090.28
Previous Time Extensions	2 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		2 calendar days
Original Completion Date		December 7, 2011
Revised Contract Completion Date		December 7, 2011
RSCCD Board Approval Date		August 20, 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. 1141	P.O. # 10-BP000249
	D.S.A. No. 04-110212	
Contractor: West Tech Mechanical	Change Order No. 5	
Architect: LPA Inc	Date: August 1, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide added suction diffusers and triple duty valves not shown on plans, per RFI H-208. Original Cost \$5,903.29 Savings \$278.07</p> <p><u>REASON:</u> Not shown on plans</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$5,625.22
2.0	<p><u>DESCRIPTION:</u> Provide additional piping at three VAVs with control valves including isolators as directed in CCD # 49. Original Cost \$7,134.46 Savings \$278.08</p> <p><u>REASON:</u> Not shown on plans</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 2 calendar days</p>	\$0.00	\$6,856.38
Sub-Total		\$0.00	\$12,481.60
Total			\$12,481.60

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #3, Bid #1143 – Glass and Glazing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Glazcon Industries for Bid #1143, glass and glazing 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 #3.

Change Order #3 increases the contract by \$7,451.42. The revised contract amount is \$477,314.80. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 9.08% 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 #1143 for Glazcon Industries, glass and glazing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$7,451.42	Board Date: August 20, 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. 1143	P.O. # 10-P0014581
	D.S.A. No. 04-109232	
Contractor: Glazcon Industries/Henry's Glass & Mirror	Change Order No. 3	
Architect: The Austin Company	Date: 8/2/12	

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		\$437,550.00
Previous Change Orders	\$32,313.38	
This Change Order	\$7,451.42	
Total Change Orders		\$39,764.80
Revised Contract Amount		\$477,314.80
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		May 25, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		August 20, 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. 1143	P.O. # 10-P0014581
	D.S.A. No. 04-109232	
Contractor: Glazcon Industries/Henry's Glass & Mirror	Change Order No. 3	
Architect: The Austin Company	Date: 8/2/12	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide door closers for doors 201A, 201B 203A and 211B per request for information 388</p> <p><u>REASON:</u> Accommodate 3" concrete floor slab condition</p> <p><u>REQUESTOR:</u> College/District:</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$5,457.01
2.0	<p><u>DESCRIPTION:</u> Install sheet metal inserts at interior and exterior ticket booths per request for information 357</p> <p><u>REASON:</u> To conceal exposed bottoms of ticket booths</p> <p><u>REQUESTOR:</u> College/District:</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$268.48
3.0	<p><u>DESCRIPTION:</u> Provide 5" threshold at door 271A for the aluminum storefront doors per request for information 291</p> <p><u>REASON:</u> Threshold required to conceal the door closer specified</p> <p><u>REQUESTOR:</u> College/District:</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,725.93
Sub-Total		\$0.00	\$7,451.42
Total			\$7,451.42

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #4, Bid #1144 – Roofing for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Troyer Contracting Company for Bid #1144, roofing on the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #4.

Change Order #4 increases the contract by \$4,080.91. The revised contract amount is \$1,115,525.91. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 3.60% 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 #1144 for Troyer Contracting Company, roofing on the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$4,080.91	Board Date: August 20, 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. 1144	P.O. # 10-P0014762
		D.S.A. No. 04-110212	
Contractor: Troyer Contracting Company	Change Order No. 4		
Architect: LPA Inc	Date: August 2, 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		\$1,076,688.00
Previous Change Orders	\$34,757.00	
This Change Order	\$4,080.91	
Total Change Orders		\$38,837.91
Revised Contract Amount		\$1,115,525.91
Previous Time Extensions	9 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		9 calendar days
Original Completion Date		March 23, 2011
Revised Contract Completion Date		April 1, 2011
RSCCD Board Approval Date		August 20, 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. 1144	P.O. # 10-P0014762
	D.S.A. No. 04-110212	
Contractor: Troyer Contracting Company	Change Order No. 4	
Architect: LPA Inc	Date: August 2, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Deductive Change Order to have Inland Builders remove and replace metal stud wall to accommodate steel support for roof hatch, due to Troyer's failure to coordinate location of roof hatch during erection of structural steel</p> <p><u>REASON:</u> Field Condition</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$788.18	
2.0	<p><u>DESCRIPTION:</u> Peel back roofing to allow for removal of temporary steel support until CMU walls were completed around mechanical well.</p> <p><u>REASON:</u> Field Condition</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$1,244.43
3.0	<p><u>DESCRIPTION:</u> Reinstall panels on Science Building and cutting out of panels for new tube steel.</p> <p><u>REASON:</u> Field Condition</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$3,624.66
Sub-Total		-\$788.18	\$4,869.09
Total			\$4,080.91

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #3, 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 #3.

Change Order #3 increases the contract by \$2,160.17. The revised contract amount is \$1,124,950.24. 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 3.68% 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 #1146 for Inland Building Construction for framing and elevators for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$2,160.17	Board Date: August 20, 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. 1146	P.O. # 10-BP000245	
	D.S.A. No.	04-109232	
Contractor: Inland Bldg Construction Co	Change Order No.	3	
Architect: The Austin Company	Date:	8/2/12	

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	\$37,790.07	
This Change Order	\$2,160.17	
Total Change Orders		\$39,950.24
Revised Contract Amount		\$1,124,950.24
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		August 20, 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
	D.S.A. No. 04-109232	
Contractor: Inland Bldg Construction Co	Change Order No. 3	
Architect: The Austin Company	Date: 8/2/12	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Provide labor to clean up the aquatics building</p> <p>REASON: Requested by the safety inspector (Backcharge Prime Trades)</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$2,160.17
	Sub-Total	\$0.00	\$2,160.17
	Total		\$2,160.17

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #6, 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 #6.

Change Order #6 increases the contract by \$1,441.49. The revised contract amount is \$2,012,943.68. 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 1.66% 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 #6, Bid #1146 for Inland Building Construction Co., framing and elevators for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$1,441.49	Board Date: August 20, 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. 1146	P.O. # 10-BP000244
Contractor: Inland Building Construction Co	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	6	
	Date:	August 2, 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	\$31,502.19	
This Change Order	\$1,441.49	
Total Change Orders		\$32,943.68
Revised Contract Amount		\$2,012,943.68
Previous Time Extensions	9 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		9 calendar days
Original Completion Date		October 12, 2011
Revised Contract Completion Date		October 16, 2011
RSCCD Board Approval Date		August 20, 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. 1146	P.O. # 10-BP000244
Contractor: Inland Building Construction Co		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 6	Date: August 2, 2012
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Frame around protruding floor lines at stair one, the cost of this change order has been deducted from Blazing Steel.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$1,441.49
Sub-Total		\$0.00	\$1,441.49
Total			\$1,441.49

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #8, 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 #8.

Change Order #8 increases the contract by \$1,565.40. District staff was able to negotiate a savings of \$54.70. The revised contract amount is \$1,227,907.30. 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 3.53% 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 #8, Bid #1147 for Inland Empire Architectural Specialties, interiors for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$1,565.40	Board Date: August 20, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building	Bid No. 1147	P.O. # 10-P0014649
	D.S.A. No. 04-110212	
Contractor: Inland Empire Architectural Specialties	Change Order No. 8	
Architect: LPA Inc	Date: July 31, 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	\$40,341.90	
This Change Order	\$1,565.40	
Total Change Orders		\$41,907.30
Revised Contract Amount		\$1,227,907.30
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		1 calendar day
Original Completion Date		November 25, 2011
Revised Contract Completion Date		November 26, 2011
RSCCD Board Approval Date		August 20, 2012

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville CS	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services		_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		_____ Date

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1147	P.O. # 10-P0014649
Contractor: Inland Empire Architectural Specialties		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 8	
		Date: July 31, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Furnish and install splay wires as shown in CCD # 29 for an additional 245 return air grilles. Original Cost \$1,620.10 Savings \$54.70 <u>REASON:</u> Not shown on plans <u>REQUESTOR:</u> LPA Inc. <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$1,565.40
Sub-Total		\$0.00	\$1,565.40
Total			\$1,565.40

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

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Change Order #1, Bid #1151 – Earthwork for the Chapman Avenue Entry Road and Learning Resource Center Parking at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Southern California Grading for Bid #1151, earthwork for the Chapman Avenue Entry Road and Learning Resource Center (LRC) Parking 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 #1.

Change Order #1 increases the contract by \$5,766.31. The revised contract amount is \$321,161.31. 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 1.82% 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 #1151 for Southern California Grading, earthwork for the Chapman Avenue Entry Road and LRC Parking at Santiago Canyon College as presented.

Fiscal Impact:	\$5,766.31	Board Date: August 20, 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, PhD., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Chapman Avenue Entry Road and LRC Parking Project	Bid No. 1151	P.O. # 10-P0014381
Contractor: Southern California Grading Inc.	D.S.A. No. 04-110582	Change Order No. 1	
Architect: LPA Architects	Date: 8/2/12		

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		\$315,395.00
Previous Change Orders	\$0.00	
This Change Order	\$5,766.31	
Total Change Orders		\$5,766.31
Revised Contract Amount		\$321,161.31
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 5, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		August 20, 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
_____ <i>Peter J. Hardash</i> 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: Chapman Avenue Entry Road and LRC Parking Project		Bid No. 1151	P.O. # 10-P0014381
Contractor: Southern California Grading Inc.		D.S.A. No. 04-110582	
Architect: LPA Architects		Change Order No. 1	
		Date: 8/2/12	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Extra fence requested by the district		\$5,766.31
	<u>REASON:</u> Create pathway down chapman road		
	<u>REQUESTOR:</u> District		
	<u>TIME EXTENSION:</u> ADDS 0 calendar days		
Sub-Total		\$0.00	\$5,766.31
Total			\$5,766.31

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

To:	Board of Trustees	Date:	August 20, 2012
Re:	Ratification of Award for Informal Bid #1198 – Santiago Canyon College Storm Water Pollution Prevention Plan Best Management Practices (SWPPP BMP)		
Action:	Request for Approval		

BACKGROUND:

In compliance with the Uniform Public Construction Cost Accounting Act, Bid #1198 Santiago Canyon College Storm Water Pollution Prevention Plan Best Management Practices (SWPPP BMP) was appropriately advertised and Bid invitations were sent to six (6) qualified contractors from the District maintained contractor's list. In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, the District required bidders to possess a Class "A" or "C-27" Contractors license to perform the required work.

ANALYSIS:

Bids were opened on August 2, 2012 for the Storm Water Pollution Prevention Plan Best Management Practices (SWPPP BMP) as noted on the attached Bid Results form. Marina Landscape, Inc. submitted the lowest responsive responsible bid for the amount of \$138,690.00. The Vice Chancellor, Business Operations/Fiscal Services, authorized the award of the informal contract to Marina Landscape Inc.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the award of Bid #1198 to Marina Landscape, Inc. in compliance with Board Policy 3311 as presented.

Fiscal Impact:	\$138,690.00	Board Date:	August 20, 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		



RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

2323 North Broadway
Santa Ana, CA 92706-1640

FACILITY PLANNING

BID RESULTS

Bid # 1198

**PROJECT: Storm Water Pollution Prevention Plan
Best Management Practices (SWPPP BMP)**

DUE DATE: August 2, 2012 @ 2:00 PM.

BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
Marina Landscape Inc. 1900 S. Lewis St. Anaheim, CA 92805	\$138,690.00				
STL Landscaping 8122 Compton Ave. Los Angeles, CA 90001	\$180,000.00				
TED Enterprises Inc. 555 N. El Camino Real Ste. A362 San Clemente, CA 92672	\$234,000.00				

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Contract with EMC Corporation for Data Storage Equipment	
Action:	Request for Approval	

BACKGROUND

For the past four years the District has been utilizing the Avamar product line by EMC Corporation (EMC) for centralized data back-up. As the District's usage of virtual servers and centralized storage requirements increase, the District must also increase the storage capacity of the Avamar solution. There is a current need to purchase additional equipment to upgrade and augment our existing systems.

In 2009, the State of Minnesota on behalf of National Association of State Procurement Officials (NASPO) and the Western States Contracting Alliance (WSCA) awarded contract B-27161 to EMC and its approved resellers, for the purchase of computer equipment, software, peripherals and related services. In addition, the contract was approved for use in California by the Department of General Services.

ANALYSIS

Utilization of contract B-27161 will allow the District to purchase EMC products including equipment, software, peripherals and related services (i.e. hardware/software support) on an as-needed basis. This contract was competitively bid in order to achieve cost-effective and efficient acquisition of quality products and services. The District can take advantage of the cumulative volume discounts which are in the best interest of the District.

Depending on the product or service, there is a 29% discount for products/services, with additional discounts available based on the product, service and/or volume of purchases.

Attached are excerpts from the contract including the reseller's price quote. A copy of the complete contract is available for review in the Purchasing Department. This contract is good through August 31, 2014.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract with EMC Corporation and its approved resellers pursuant to the Master Price Agreement, contract number B-27161, awarded by the State of Minnesota on behalf of the National Association of State Procurement Officials/Western States Contracting Alliance (NASPO/WSCA) and approved for usage by the State of California pursuant to California Participating Addendums, for the purchase of computer equipment, software, peripherals and related services, and any future renewals, extensions and addendums, as presented.

Fiscal Impact:	\$142,612.00, plus tax (Initial Purchase)	Board Date: August 20, 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	

**WESTERN STATES CONTRACTING ALLIANCE
MASTER PRICE AGREEMENT
for
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

Number B27161

This Agreement is made and entered into by EMC Corporation, 8444 Westpark Drive, Suite 700, McLean, VA 22102 ("Contractor") and the State of Minnesota, Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

RECITALS

WHEREAS, the State has the need to purchase and the Contractor desire to sell; and,
WHEREAS, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

INTENT AND PURPOSE

The Intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** products proposed in their response to the RFP issued by the State of Minnesota. Delivery, support, warranty, and maintenance may be provided by the Contractor using subcontractors. The Contractor agrees to take legal responsibility for the warranty and maintenance of all products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating Entities, who have the sole discretion to determine if they will accept services from a subcontractor.

Individual Purchasing Entities may enter in to lease agreements for the products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process, and if the Contractor submitted copies of its lease agreements with its response to the RFP. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. The agreements are located in Exhibit C, Value-Added Services.

The Agreement is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED
SERVICES (2009-2014)
EMC CORPORATION
MASTER PRICE AGREEMENT
CONTRACT B27161**

1. Scope:

This Participating Addendum covers the purchase of all Computer Equipment, Software, Peripherals and Related Services for all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds. Each political subdivision/local government should make its own determination whether the WSCA program is consistent with its procurement policies and regulations.

STATE AGENCIES ARE RESTRICTED FROM USING THIS CONTRACT IN ACCORDANCE WITH MANAGEMENT MEMO 05-11, EXCEPT FOR THOSE CATEGORIES NOT OFFERED UNDER CALIFORNIA STRATEGIC SOURCING INITIATIVE (CSSI) CONTRACTS FOR IT HARDWARE: PC GOODS AND ENTERPRISE, SERVERS AND STORAGE PRODUCTS.

**PLEASE CLICK ON THIS LINK FOR SUPPLEMENTARY TERMS AND CONDITIONS WHEN AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) FUNDS ARE USED.
[HTTP://WWW.DOCUMENTS.DGS.CA.GOV/PD/DELEGATIONS/PAC081009.HTM](http://www.documents.dgs.ca.gov/pd/delegations/pac081009.htm)**

2. Leasing

Funding to purchase or lease products available under this contract may be available to State agencies via the GS \$Mart (purchases) or Lease \$Mart program. For small dollar transactions where GS \$Mart or Lease \$Mart isn't available, local agencies are able to take advantage of leasing options in the original (Minnesota) contract.

3. Changes:

Changes to the terms and conditions of the signed Master Price Agreement and Participating Addendum are as follows:

- a. The California General Provisions (CAGP) Revision 8/10/2009 (GSPD-401IT based on April 12, 2007 standard) for Western States Contracting Alliance (WSCA) Computer Equipment, Software, Peripherals and Related Services as attached become a part of this Participating Addendum.
- b. The California General Provisions (CAGP) shall prevail if there is a conflict between the terms and conditions of the contractor's WSCA State of Minnesota, Master Price Agreement, packaging, invoices, catalogs, brochures and technical data sheets.
- c. The State of California will retain the same contract number as the State of Minnesota, Master Price Agreement number, B27161.
- d. State of Minnesota, Master Price Agreement cover page, is hereby modified as follows: "Original Award Date" changed to "Effective Date _____".
- e. Replace "State of Minnesota." with "State of California." where "State of Minnesota" is referenced in the State of Minnesota Terms and Conditions.
- f. Delivery:

As negotiated between agency and contractor and included in the purchase order, or as otherwise stipulated in the contract.

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED
SERVICES (2009-2014)
EMC CORPORATION
MASTER PRICE AGREEMENT
CONTRACT B27161**

g. DGS Termination of Contract:

The State may terminate this contract at any time upon 30 day prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

h. Reports & Administrative Fee:

Contractor shall submit report to the California Contract Administrator for all California purchases providing the following information:

Agency Name	Agency Contact Name
Purchase Order Number	Agency Address
Purchase Order Date	Agency Telephone Number
Total Purchase Order Amount	Total Dollars for the quarter
WSCA Administrative Fee Dollar Amount	

The Contractor shall submit a check, in addition to the report, payable to the State of California, Contract Administrator for the calculated administrative fee for an amount equal to one percent (0.01) of the sales for the quarterly period. This fee shall be included as an adjustment to contractors WSCA pricing and not invoiced or charged to the purchasing entity.

Payment of the administrative fee by Contractor due Irrespective of status of payments on orders from users to Contractor.

A report is due even when there is no activity. Any report that does not follow the required format or that excludes information will be deemed incomplete. Failure to submit reports and fees on a timely basis shall constitute grounds for suspension of this agreement. Reports and fee delivery will be in accordance with the following schedule.

Calendar Quarter 1	(JUL 1 to SEP 30)	Due OCT 31
Calendar Quarter 2	(OCT 1 to DEC 31)	Due JAN 31
Calendar Quarter 3	(JAN 1 to MAR 31)	Due APR 30
Calendar Quarter 4	(APR 1 to JUN 30)	Due JUL 31

The administrative fee check and report should be submitted to the following address:

Cynthia Okoroike
Department of General Services
Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202, West Sacramento, CA 95605-2811

h. The primary state government contact for this Participating Addendum is as follows:

Department of General Services, Procurement Division
Multiple Award Program - WSCA
707 Third Street, 2nd Floor, MS # 202
West Sacramento, CA 95605

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED
SERVICES (2009-2014)
EMC CORPORATION
MASTER PRICE AGREEMENT
CONTRACT B27161**

Contact: Cynthia Okorolke
E-mail: cynthia.okorolke@dgs.ca.gov
Phone: (916) 375-4389
Fax: (916) 375-4663

- i. The primary EMC Corporation CUSTOMER contact for this Participating Addendum is as follows:

EMC Corporation

Address: 222 Lake Como Drive
Lakeway, TX 78734

Contact: Gary E. Shoemaker

E-Mail: Shoemaker_gary@emc.com

Phone: 512/263-1858 or 512/431-6437

Fax: 888/580-6069

- j. Price Agreement Number:

The Master Price Agreement number for the Participating State is B27161. The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Master Price Agreement.

This Addendum and the Price Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

- k. Effective Dates:

This Participating Addendum shall be effective upon approval by the Department of General Services and will continue until the End Date of the Master Price Agreement. Lead State amendments to extend the term date are automatically incorporated into this Participating Addendum unless terminated early in accordance with the terms and conditions of the Master Price Agreement or this Participating Addendum.

**CALIFORNIA PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE (WSCA)
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED
SERVICES (2009-2014)
EMC CORPORATION
MASTER PRICE AGREEMENT
CONTRACT B27161**

I. Servicing Subcontractors:

The following servicing contractors are authorized:


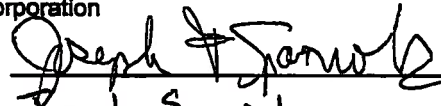
**All EMC authorized business partners listed on the state's landing page on this website
www.emc.com/emcwsca**

All orders are to be issued directly to: either EMC or the EMC authorized business partners on the referenced website page above.

And all payments are to be issued to: either EMC or the EMC authorized business partners on the referenced website page above.

By Signing below EMC Corporation agrees to offer the same products/and or services as on the State of Minnesota B27161 at prices equal to or lower than the prices on this contract.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

State of California: By: <u></u> Name: <u>Jim Butler</u> Title: <u>Deputy Director</u> Date: <u>8/22/09</u>	GENERAL SERVICES LEGAL SERVICES <i>and</i> EMC Corporation By: <u></u> Name: <u>Joseph Spaniol</u> Title: <u>Senior Director, Federal Contracts</u> Date: <u>8/26/09</u>
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PRICE QUOTE

PO Must be Made out to Technologent
 EMAIL Purchase Orders To: purchaseorder@technologent.com
 FAX Purchase Orders to 303-296-3369

Sales Rep:

Tom King, 949-230-6061
tom.king@technologent.com

Remit to: Technologent C/O Ca. United Bank
 15821 Ventura Blvd Ste 100
 Encino CA 91436
 Acct #960400710

Quotation For:		Quote Information:	
Name:	Rancho Santiago Community College District	Quote #:	TK060312SAN-6
Company:	2323 N Broadway	Date Created:	08/07/12
Address:	Santa Ana, CA 92706-1606	Date Expires:	09/08/12
City, State, Zip:		Prepared by:	Robyn Walsh
Phone # / Fax #:			310-643-7330
Email:			robyn.walsh@technologent.com

Item	SKU #	Description	Qty	List Price	Ext. List Price	WSCA Price	Ext WSCA Price	Rancho Price	Ext. Rancho Price
4 Node Expansion									
1	C13-PWR-12	2 C13 PWRCORDS W/ NEMA 5-15 125V 10A	4	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	456-100-309	AVAMAR 1 TB INCR CAPACITY LICENSE	13	\$12,000.00	\$156,000.00	\$8,520.00	\$110,760.00	\$5,640.00	\$73,320.00
3	PS-BAS-AVXIMP	AVAMAR NODE REBALANCE QUICKSTART	2	\$4,420.00	\$8,840.00	\$3,713.00	\$7,426.00	\$3,713.00	\$7,426.00
4	PS-BAS-AVXINS	AVAMAR EXP NODE INSTALL QUICKSTART	2	\$720.00	\$1,440.00	\$605.00	\$1,210.00	\$605.00	\$1,210.00
5	M-PRESWL-002	PREMIUM SOFTWARE SUPPORT	1	\$71,760.00	\$71,760.00	\$25,580.00	\$25,580.00	\$16,146.00	\$16,146.00
6	WU-PREHWB-00	PREMIUM HARDWARE SUPPORT-WARR UPG(ANDL)	1	\$6,240.00	\$8,240.00	\$4,680.00	\$4,680.00	\$2,808.00	\$2,808.00
7	AVM1NSTG3FG3	AVAMAR GEN3 3.3TB STG NODE (FLD INST)	4	\$26,000.00	\$104,000.00	\$18,480.00	\$73,840.00	\$10,425.50	\$41,702.00

Hardware & Software Support = 2 Years
 The above quote is based on the State of California Contract number: B27161 and the EMC WSCA/NASPO Master Price Agreement number: B27161. POs must likewise contain the same Contract references

List Price: \$348,496.00 Discounted Total: \$142,612.00

Ordering Notes:

- 1 - Make PO out to Technologent and send to the fax # or email above.
 - 2 - Please include item SKU #'s for all line items, a technical contact including name/address/phone/email, and the billing address.
 - 3 - Terms: Net 30 days, pending proper credit approval
 - 4 - If partial shipments are made, individual invoices are Net 30 and not dependent on receipt of the total order.
 - 5 - Pricing is subject to change and is contingent on manufacturers' price list at time of receipt of purchase order.
 - 6 - Actual sales tax and shipping/fuel charges will be determined at time of invoice
 - 7 - Unless noted Pricing does not include Installation of Hardware and Software or Maintenance Fees
- *** Installation and Training are available by Technologent's Certified Senior Systems Engineer. Call your Sales Rep for Pricing.



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

To:	Board of Trustees	Date:	August 20, 2012
Re:	Approval of Disposal of Surplus Vehicles		
Action:	Request for Approval		

BACKGROUND

The Santa Ana College Fire Academy Program has two 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	Odometer	Comments
1975	Crown	Fire Coach, Model CP-100- V55D	F-1729	N/A - Unreadable	Poor condition. Not running. Donated to the program by the City of Orange in 1998.
1962	Seagrave	Ladder Truck	HS590KA	55,769	Poor condition, runs but not drivable. Acquired from the City of Santa Ana in 1992

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:	August 20, 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: August 20, 2012

INDEPENDENT CONTRACTORS

Jennifer Walsvick, LCSW

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Service: Consulting services to provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Child Development Services at \$40.00/hr.

Date(s) of Service: August 21, 2012 through June 30, 2013

Fee: Estimated at \$28,800.00

Requested by: Dee Tucker

Funded by: Child Development Services

33-2120-692000-53323-5100 (\$7,200)

33-2021-692000-53327-5100 (3,600)

33-2120-692000-53324-5100 (\$3,600)

33-2120-692000-53325-5100 (\$3,600)

33-1272-692000-53329-5100 (\$10,800)

Attachment "B"

Jennifer Walsvick, LCSW
12811 Dunas Rd.
Santa Ana, CA 92705
714-926-8270

PROPOSAL FOR SERVICES

August 8, 2012

This is a proposal for services to provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Child Development Services.

The work will include but not be limited to:

- Providing weekly meetings with the student interns
- Providing supervised support and guidance on the child development site regarding child/family referrals and services
- Ensuring that communication with Professors is handled in a timely and efficient manner and
- Ensuring that the provision of quality Family Services are maintained through intern training, evaluation, and guidance in conjunction with the CDS executive director

This work will begin on August 21, 2012 and continue through June 30, 2013 at the rate of \$40 an hour.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 21st of August, 2012 by and between Jennifer Walsvick, LCSW herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

TO PROVIDE SUPERVISION AND FIELD INSTRUCTION TO MASTER OF SOCIAL WORK STUDENT INTERNS ASSIGNED TO RSCCD CHILD DEVELOPMENT SERVICES AT \$40.00/HR.

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 Twenty Eight Thousand Eight Hundred Dollars & No Cents (\$28,800.00).

The contracted services are to commence on or about August 21, 2012 and to be completed on or about, but not later than June 30, 2013.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources

To: Board of Trustees	Date: August 20, 2012
Re: Approval to correct Amendment to Retention Agreement	
Action: Request for Approval	

BACKGROUND

ASCIP, the district's property and liability insurance administrator, has recommended The Wright Group as the company to assist in district safety and loss prevention issues.

ANALYSIS

The Wright Group amendment approved on July 23, 2012, needs to be amended to correct the verbiage on item #4 and item #5. Rate of pay on technology monitoring should read per day versus per week and government guidelines were deleted from item #5.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the correction to the Amendment to Retention Agreement with The Wright Group.

Fiscal Impact: TBD	Board Date: August 20, 2012
Prepared by: Don Maus, Risk Manager	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. and Ed. Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

Memo

To: John Didion – Vice Chancellor, Human Resources
From: Chris M. Wright, CPP – The Wright Group
Date: 7/24/2012
Re: Amendment to Retention Agreement

This memo will then serve as an Amendment to our original Consulting Agreement dated August 1, 2011, regarding our continued security and investigative activities representing Rancho Santiago Community College District (RSCCD). Except as modified in and by this Amendment, the terms and provisions of our original Consulting Agreement remain in full force and effect. Further, this Amendment will only be controlling on our receipt of your executed signature page (facsimile signatures being acceptable).

With these observations, this memo will serve as Amendment to our existing Consulting Agreement, and will modify and supersede the current Consulting Agreement in the following respects only:

1. The effective date of this Amendment is May 1, 2012.
2. The Wright Group, A Professional Corporation (the company) for services commencing May 1, 2012 forward (and unless further modified by a written agreement signed by all parties, including an authorized representative of the company) will provide consulting, security and investigative services as needed and as requested.
3. The Wright Group will provide the use of security technology (i.e. GPS Units, cameras, radio communication, and computer forensics). Such use will be billed per unit and per day at the rate of \$100.00 per day.
4. The above technology requires monitoring and will be billed at a rate of \$300.00 per day.
5. The Wright Group is on a calendar/fiscal year. As of January 1, 2012, our mileage rate has increased to \$.65 per mile.
6. Except as set forth in this Amendment, all other provisions of the original Consulting Agreement remain in full force and effect.

If acceptable to you, please date and sign where indicated, and return signature pages to us by facsimile. Once we have received your signature pages, a fully executed copy will be forwarded to you for your file.

Respectfully submitted,

Chris M. Wright, CPP

REVIEWED AND AGREED:

Dated: July 10, 2012

Rancho Santiago Community College District

By: _____

Mr. John Didion, Vice Chancellor, Human Resources

Dated: July 10, 2012

The Wright Group, Inc.

By: Chris M. Wright _____

Chris M. Wright, CPP, President

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Educational Services)

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Comira Testing Center Agreement	
Action:	Request for Approval	

BACKGROUND

Managed by the Corporate Training Institute, the ACT Center located at the RSCCD operations center, is licensed to administer various exams for college admissions, industry certification, job skills assessments, etc.

ACT Center subcontracts with Comira to deliver some of its tests at its site, but not all exams offered by Comira are available through the ACT Network. As such, Comira is offering all current ACT colleges, including RSCCD, the opportunity to administer its additional tests for supplementary income (*Commission sheet attached*).

ANALYSIS

The Corporate Training Institute will be able to generate additional program income by adding more tests to its menu.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Comira Agreement for RSCCD to provide the facility and service of a testing center already established at the District office's ACT Center in Suite 315, for additional program income to the Corporate Training Institute as presented.

Fiscal Impact:	\$10,000	Board Date: August 20, 2012
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	John Didion, Executive Vice Chancellor, Human Resources and Educational Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

COMIRA Testing Center Agreement

Company Name Rancho Santiago Community College District Corporate Training Institute

Street Address 2323 N. Broadway, Suite 328

City Santa Ana State/Province CA

Country U.S.A. Zip/Postal Code 92706

Computer Assisted Testing Service, Inc. DBA Comira, ("Comira") with offices located at 777 Mariner's Island Blvd, Suite 200, San Mateo, CA 94404 contracts for and RSCCD - CTI "Company" agrees to provide the facilities and services of a testing center in accordance with this Testing Center Agreement and the following documents, which are incorporated in and made a part of this agreement ("Agreement").

Testing Center Agreement

Length of Initial Term: Five Years

Additional Testing Center Sites covered by this Agreement

Testing Center Site(s) Address (if in addition to or other than the above)

- 1.
- 2.
- 3.
- 4.

Company acknowledges it has read, understands and is bound by this Agreement.

By _____

Print Name Peter J. Hardash
Vice Chancellor, Business Operations
Title and Fiscal Svcs. Date _____

BACKGROUND

Comira is in the business of contracting to provide various services for the benefit of organizations known as sponsors, which have established certain levels of education, training and/or experience necessary to qualify for a specified certification or other form of recognized position, title or status. Comira's services to sponsors include registration of Candidates for training and/or for testing to demonstrate that they have met the requisite sponsor requirements. Sponsors require that dependable, high quality, secure, and uniform testing is available to be delivered electronically throughout a diverse geographical area that may be regional, national or international.

Computer Assisted Testing Service, Inc. DBA Comira

By _____

Print Name Geraldine Celestre
Title Chairman & CFO Date _____

Comira furnishes testing services to sponsors by contracting with companies which provide one or more testing centers which meet Comira's and sponsors' requirements thereby establishing an international network of testing centers. Company understands the requirements and standards of Comira and the sponsors and Company desires to contract with Comira to provide electronic testing services to Comira and its sponsors. Comira desires to contract with Company to provide such services. This Agreement sets forth the terms and conditions, responsibilities, rights and remedies which Company and Comira accept and intend to govern their relationship.

TERMS AND CONDITIONS

1. DEFINITIONS

These definitions apply to this Agreement:

- a. **Agreement**—This Testing Center Agreement which includes the Exhibits, Schedules and other related documents referred to herein.
- b. **Company**— Company is an organization that provides facilities for training and testing.
- c. **Candidate**—An individual who registers for a Test.
- d. **Effective Date** - The date Comira signs and dates this Agreement.
- e. **Manual**— Comira's Testing Center Policies and Procedures Manual.
- f. **Services**—Services are those to be performed by Company as described in this Agreement.
- g. **Sponsor**—Organizations, and Agencies which have established certain levels of education, training and/or experience necessary to qualify for certification or other form of recognized position, title or status and who have contracted with Comira directly or indirectly through other contracts to provide electronic testing services to administer tests to Candidates seeking to demonstrate such qualification.
- h. **Support**—Support service available to Company from Comira by phone on customary business days excluding holidays Comira observes. Additional on-call hours are available. Comira may modify Support upon ten days prior written notice to Company.
- i. **System**— Comira's computerized system designed for testing and Test delivery. The System includes the software, test drivers, documentation and other related materials and information.
- j. **Test**—A computer-administered exercise, authorized by a Sponsor, or Agency designed to examine a Candidate's progress or test qualification or knowledge.
- k. **Testing Center**—The facilities furnished by Company for Candidate's use. Testing Center(s) may be located at Company's location indicated above and/or additional locations shown on the signature page, or as specified in a Testing Center Location Schedule, if applicable, which may be attached to this Agreement by agreement of Company and Comira. Each Testing Center will be operated and equipped as required in this Agreement and the Manual.

2. TERM

The term of this Agreement ("Term") will commence on the Effective Date and will expire on the last day of the Initial Term specified above unless terminated earlier as provided in this Agreement. Unless terminated as provided for herein, following the Initial Term this Agreement will automatically renew for successive periods equal to the Initial Term on the same terms and

conditions. Nothing in this Agreement shall be interpreted as requiring either party to renew or extend this Agreement.

3. PAYMENTS

Tests will be accounted for based on the number of Candidate records received for scheduled Tests. Comira will make payments of Test delivery fees to Company. Comira will use commercially reasonable efforts to make payment of fees within 30 days following the end of the month in which the relevant Test was administered for all exams, which are administered directly by Comira, subject to prompt reporting of Candidate records by Company to Comira in accordance with the Manual. For third party exams, Comira will make every reasonable effort to make payments within the same period, but reserves the right to change the payment schedule. Test fees are subject to modification by Comira from time to time in its sole discretion, and also if third party discounts are agreed to by Comira. Test fees are earned by Company only in respect of a Test administered.

4. EQUIPMENT PURCHASES

Company acknowledges that it will secure the equipment necessary according to Comira's specifications to perform the duties of testing.

5. COMMUNICATION REQUIREMENTS

Company must provide Internet connection for testing. Company must maintain an email address.

6. CONFIDENTIALITY

Company acknowledges and agrees that: (a) confidentiality of this Agreement and security of Tests, exhibits and other materials related to Tests, and other materials related to Sponsor's standards, requirements and testing is highly confidential to Sponsor, and to Comira; and (b) information and data identifying or describing Candidates, Candidates' scores and performance, Candidates' participation in testing and other information relating to each Candidate is private, confidential information of Candidate and is highly confidential to Candidate, Sponsor and Comira; and (c) software, manuals, Testing Center materials and related materials in any medium provided by Comira are private and confidential business information of Comira, and accordingly, Company will scrupulously maintain the security of the Tests, testing information and Candidate data and information described in (a) and (b) above, and will undertake all necessary and appropriate efforts to protect the confidentiality of all of the information and materials described in this article and to prevent any unauthorized use or disclosure. No information or materials provided under and pursuant to this Agreement will be used, disclosed or permitted to be used by Company for any purpose not expressly provided for in this Agreement. Company acknowledges and agrees that the requirements set forth in this article are of the most

critical importance to Comira, Sponsors and Candidates and that any breach will likely result in severe damage. The requirements of this article will survive the termination or expiration of this Agreement for any reason.

7. TERMINATION

- a. Either party may terminate this Agreement, with or without cause, by giving the other 60 days written notice prior to expiration date of the contract.
- b. Termination will be in addition to any other remedies either party may have.
- c. Subject to any right of set off or other remedy, termination will not affect: (i) payment for Services furnished prior to termination, or (ii) Company's and Comira's compliance with this Agreement for Services actually furnished.
- d. For any actual or threatened breach of the security or confidentiality requirements set forth in Article 6 above or otherwise provided for in this Agreement, or for material misconduct at the Testing Center, Comira may immediately terminate this Agreement. If the Agreement is terminated under this provision, Comira may, at its discretion, provide that termination may be avoided if the cause complained of is cured by the terminated party within a 30 day (or longer) notice period provided in writing by the terminating party.
- e. If Comira determines or has a reasonable basis to believe that Company or its representatives have committed or permitted misconduct or a failure to comply with responsibilities, specifications or other requirements provided for in this Agreement, Comira may suspend testing until the misconduct or violation is explained, remedied or otherwise appropriately resolved Comira's satisfaction.
- f. If Company's status as a training center for a Sponsor is lost or suspended, Comira may review and immediately suspend testing at the Testing Center and thereafter terminate this Agreement upon Comira's written notice to Company.
- g. If Company sells, or otherwise transfers or assigns, Company's business, or any part thereof, including responsibility for the Services described in this Agreement, without Comira's prior written consent, Comira may, in its sole discretion, temporarily suspend testing, and thereafter terminate this Agreement. Written consent by Comira, if granted, shall require the new owner sign a new contract.

8. USE OF MARKS, ETC.

Company may use or make reference to Comira or any trade names, trademarks, service marks, logos or other designations of Comira only to the extent and in the manner which is expressly provided for in writing by Comira, which will be subject to modification or rescission by Comira at any time. All use that is not in the exact manner provided by Comira will be submitted to

Comira for prior approval in writing prior to any publication thereof. Use by Company of any trade names, trademarks, service marks, logos or other designations of Sponsors will be strictly subject to express prior written permission of the Sponsor and no such permission is granted by Comira pursuant to this Agreement or otherwise.

9. INSURANCE COVERAGE

- a. Evidence of Insurance
Prior to commencing any performance under this Agreement, Company will provide Comira with a standard Certificate of Insurance as evidence that the insurance coverage required herein is in full force and effect. If any such insurance renews or is terminated during the Term, Company will provide Comira with evidence that such coverage has been renewed or replaced with insurance that complies with these provisions. Such evidence of insurance will require written notice to Comira at least 30 days prior to the cancellation or nonrenewal of coverage.
- b. Insurers, Policies
All policies of insurance required of Company hereunder will be issued by financially responsible insurers, and all such insurers must be acceptable to Comira. Such acceptance by Comira will not be unreasonably withheld or delayed.

10. LIABILITY

In no event shall Comira be liable to Company for any incidental, consequential, special, exemplary or other indirect damages, or for lost profits, lost revenues, or loss of business arising out of this Agreement, regardless of the cause of action, even if Comira has been advised of the likelihood of damages; nor shall Comira aggregate liability for any claim arising under this Agreement in any event exceed an amount equal to the testing and registration fees paid by Comira to Company during the twelve months preceding the date of the claim.

11. EXCLUSION OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE. SOFTWARE IS NEITHER WARRANTED NOR EXPECTED TO BE FREE FROM ERRORS.

12. MONITORING PERFORMANCE

Company hereby acknowledges and agrees that Comira may monitor Company's compliance with this Agreement by using, directly or through subcontractors, Candidates instructed to intentionally engage in activities requiring Company to perform certain functions as part of its obligations under this Agreement. Those Candidates will complete a written report that may be used by Comira in connection with any right or remedy provided in this

Agreement. Company authorizes either Comira, or Comira's subcontractors, to use Candidates for such purposes and further agrees that using such Candidates, either directly or through subcontractors, is a valid method of monitoring Company's compliance with this Agreement.

13. TEST CENTER SUPERVISOR (TCS)

Company agrees to provide a Sponsor acceptable Test Center Supervisor.

14. OTHER FEES

Comira reserves the right to charge support fees, upgrade fees, or other fees that may be deemed necessary for the administration of exams. The Test Center shall be notified in writing at least 30 days prior to the introduction of new fees.

15. OTHER EQUIPMENT

Comira reserves the right to require the Test Center to upgrade its equipment on 30 days prior written notice should this become necessary to support Comira's or other third party software for the administration of third party exams.

16. OTHER EXAMS

In the event Comira develops other computerized exams and/or contracts with third parties for additional exams, the Test Center shall be notified of such new tests, along with pricing, introductory date, and other pertinent information.

17. RETAIL PRICE OF EXAMS

Comira shall have the right to set the National Retail Price of all Exams administered pursuant to this Agreement.

18. HOLIDAYS

Comira is closed for registration and technical support on the following Holidays: New Years Eve and Day; Easter, Memorial Day; Independence Day; Labor Day; Thanksgiving; and Christmas Eve and Day. Comira shall follow federal holiday schedules should these holidays fall on a weekend. Comira reserves the right to close for other holidays with 5-day notice to the Test Centers.

19. GENERAL PROVISIONS

- a. Company may not assign, subcontract or otherwise transfer its rights or obligations under this Agreement without prior written consent from Comira. Any prohibited assignment will be void. Company will advise Comira promptly of any anticipated transfer or other material change in the status of Company or the Testing Center.
- b. This Agreement will be governed by and construed and enforced in accordance with the laws of the state of California. Any action to enforce this Agreement will be brought in the State or Federal courts in San Mateo County, California.

- c. This Agreement may only be modified by written amendment signed by both parties.
- d. This Agreement supersedes all prior oral or written proposals and communications related to this Agreement. Company acknowledges it has not been induced to enter into this Agreement by any oral or written representations or statements not contained in this Agreement.
- e. Neither party is responsible for failure to fulfill its obligations under this Agreement due to causes beyond its control and without its fault or negligence, provided that, as promptly as reasonably possible: (i) notice of any actual or anticipated failure is given; and (ii) such cause is eliminated and failure cured.
- f. Company will be responsible to pay, or to reimburse Comira if Comira is required to pay any Federal, State or local taxes levied on any fees or other amounts paid by Comira to Company under this Agreement.
- g. Company warrants that its performance under this Agreement will not compromise any relationships or create a conflict of interest for Company, nor, to the best of Company's knowledge and belief, for Comira or any other party. Company will notify Comira of any potential conflicts of interest. Company further warrants its Services under this Agreement will be performed in accordance with all applicable Federal, State and local laws, regulations and executive orders, including, but not limited to, housing and health codes, EEOC Requirements and the Americans with Disabilities Act. Company will indemnify and hold Comira harmless from all claims of other parties for breach of these warranties.
- h. Company will indemnify Comira from, and hold it harmless against, all claims or demands of any nature brought by others against Comira which may arise from alleged or actual acts, representations, or omissions which, if proven, would constitute Company's breach of its duties under this Agreement.
- i. All notices provided for in this Agreement will be given in writing and will be effective upon delivery to the other party at the address indicated on the signature page, or such other address as the receiving party may designate in writing. Delivery may be accomplished by mail, overnight courier, personal delivery, or by electronic means when receipt is confirmed.
- j. Company is an independent contractor under this Agreement and is not part of a partnership, employment, principal-agent, franchisor-franchisee or similar relationship with Comira.

RESPONSIBILITIES OF THE PARTIES

TESTING CENTER OPERATIONS

- a. Company will furnish facilities and Services including, but not limited to, furnished building(s),

- testing equipment, facilities management, Candidate orientation, Test delivery, and daily system backup to provide testing for a variety of Candidates and Comira's Sponsors, all in accordance with the provisions of this Agreement and the requirements of the Manual. Company will operate its Testing Center, the System and network in compliance with all of the requirements in the Manual and will comply with all of the requirements of the Software License in this Agreement.
- b. Subject to approval by Sponsors, Company may deliver all Tests administered by Comira that complement Company's training/testing activities.
 - c. Company will at all times provide a minimum of one Test Center Supervisor (TCS) per Testing Center who has been certified under Comira's Test Center Certified Test Center Supervisor Program. Company will establish on Comira's Internet Web site and regularly update a listing of Testing Center administrators and other personnel. Latest requirements are in the Manual.
 - d. Company will provide and continually update its own testing availability schedule on the Comira Internet Web site, when it becomes available. Until such time, the company will provide written fax instruction on hours of operation. Testing Center(s) will be open during the business hours Company establishes for testing.
 - e. If Company anticipates changing its time(s) and/or date(s) of Test delivery, Company is responsible for determining whether there are any Candidates scheduled during that time(s) and/or date(s), and to make the necessary arrangements to deliver such Tests or to reschedule such Tests accommodating Candidate's requests. Company will take all reasonable steps to minimize the adverse affects upon Candidates of any unavoidable schedule changes or any other failure to provide Services and will take prompt steps to correct all errors or omissions.
 - f. Company will provide each Candidate with an orientation on the use of the System and equipment. Company will use reasonable efforts to resolve Candidate problems, questions or issues, but will not counsel a Candidate on Test content.
 - g. Company will continuously monitor Candidates during the entire testing process by having the TCS or proctors be able to view all Candidates directly, or by video, at all times. The TCS or proctor must be aware of all activities in the test room and be alert for any misconduct.
 - h. Company will notify the Comira's Help Desk of any Candidate, who is late or fails to arrive for an appointment, if Company is not able to accommodate the Candidate.
 - i. Comira, its authorized representatives, or any Sponsor whose Tests are being administered at the Testing Center, may periodically inspect and audit the Testing Center operations and records during

testing hours without advance notice. Company TCS or proctors will cooperate fully with all such inspections and allow complete access to the Testing Center and all equipment, software, systems and records. Company will refer any questions about the inspections to the Comira Help Desk.

- j. Company will perform its obligations under this Agreement and in accordance with the Manual. The Manual may change from time to time in Comira's sole discretion upon reasonable notice to Company and if there is a conflict between this Agreement and the Manual with respect to a non-material change, the Manual will govern. Comira may authorize use of a contractor's Manual in addition to the Comira Manual, and such Manual will govern with respect to the exams it covers.
- k. Company must notify Comira in advance of any intended relocation of the Testing Center.

2. SERVICE DELIVERY

Company will ensure compliance with the following:

- a. Candidates arriving at the Testing Center for an appointment must provide two forms of valid identification ("ID"). One form must contain a picture or physical description and signature of the Candidate and the other form must at least have Candidate's signature. If Candidate does not have two valid forms of ID, Company must contact the Comira Help Desk to receive approval of an alternate ID form prior to delivering the Test.
- b. Candidates without valid registrations on the Comira Registration System, who claim they should have a valid registration, must contact Comira Registration to resolve the matter.
- c. Candidate must sign the logbook and provide the required information. The signature must be verified against the ID to confirm Candidate's identity.
- d. Candidates may use a personal pocket calculator during the Test (if Test/Sponsor allows) if it has an independent power source, no print device, and no alpha character set.
- e. Company will ensure that Candidates do not have access to personal belongings or reference materials during Test delivery, except where Sponsor specifically allows the use of such materials.
- f. Company will direct each Candidate to the introductory lesson on the System to familiarize Candidate with the testing procedure. Testing Center staff must be available during the testing session to answer operational questions or handle any disturbances.
- g. Comira furnished Test exhibits will be given to Candidates before testing begins (if required) and will be collected at the end of the Test (if required). Company will keep the exhibits in good condition and use its best efforts to prevent loss or theft of any such exhibits, including compact disks.

- h. Company will provide each Candidate with uniquely identifiable material (scratch paper or reusable note board) for Candidate's use while testing. Company will collect such material at the end of the testing session. After each use, Company will destroy scratch paper and clean note boards.
- i. Company will provide each Candidate with a score report upon completion of the testing session, except when no score report is required by the Sponsor.
- j. When the testing session is completed, Candidate must sign the logbook indicating the completion time.
- k. Company must file a Candidate Discrepancy Report in accordance with Comira's security procedures provided in the Manual, for each event described in the Report which occurs during a testing session. Reports should be sent to Comira using the System communication facility, or should be faxed, mailed, or emailed to Comira at the applicable telephone number or address listed in the Manual. Toll free numbers for test registration or technical support, where available, are also listed in the Manual.

3. COMIRA RESPONSIBILITIES

- a. Comira will provide the Tests and the software and operating procedures to administer the testing process. Comira will furnish testing exhibits (written and electronic), if any, to Company.
- b. Comira will furnish training materials to Company for providing training to Company's test administrators.
- c. Comira will provide a real time scheduling system as a part of the System to facilitate Candidate registration and Test scheduling by Company, Comira, or any other registration and scheduling party authorized by Comira.
- d. Unless otherwise mutually agreed to in writing, Comira will be responsible for collecting all testing fees due from Candidates at the time of registration.
- e. Comira will electronically provide Company with a daily Candidate Schedule generated by Comira's centralized appointment scheduling system.

SOFTWARE LICENSE

1. GRANT

Comira grants Company the non-transferable and non-exclusive license or sublicense ("License") to use one copy of the software provided by Comira to Company ("Software"), on a single designated computer processor within Company's Testing Center and to store in, transmit through or display the Software on peripheral units associated with Company's delivery of Services to Candidates.

2. TERM OF AGREEMENT

The Software License term is concurrent with Company's appointment as a Testing Center for Comira under this Agreement and all rights and privileges hereunder will terminate when such appointment terminates or expires.

3. TITLE

Software title and ownership, including any modifications, will remain at all times with Comira or Comira's licensor.

4. PROVIDING SOFTWARE

Comira shall provide to Company a copy of the Software in machine-readable object code and user documentation. Revisions deemed appropriate by Comira, will be provided by Comira to Company at no additional cost.

5. USE

Company agrees to the following restrictions on its use of the licensed or sublicensed Software:

- a. To use the Software exclusively to administer tests provided by Comira as described in and subject to the terms and conditions of this Agreement.
- b. To limit the use of all Software copies and versions thereof to the use provided for herein and to make copies solely for emergency backup purposes for such use.
- c. To include appropriate copyright notices on all copies of the Software and documentation, and to explicitly follow Comira's additional instructions, if any, relating to copyright protection of the Software, documentation and related materials.
- d. To maintain strict security in the storage and distribution of the Software and any copies to protect the copyright and/or trade secret rights therein, and not provide, permit access to or otherwise make available, the Software, documentation or related materials (or copies, summaries, notes or modified versions thereof), to any other party or for any other use.
- e. Not to reverse engineer, decompile, disassemble, create derivative works from, alter, modify or otherwise vary the Software without the express, written consent of Comira (such authorized alteration or modification not to limit or alter the copyright or trade secret rights).

6. TERMINATION

If Company attempts to sell, remove, duplicate without authorization, transfer, encumber, part with possession of, or sublet the Software, or any portion thereof, or any modification or version thereof; or upon discontinuance of the use of the Software by Company, the Software License granted by this Agreement shall terminate automatically and all copies of the Software and documentation (in any medium and including summaries,

notes and the like) shall be immediately returned to Comira at Company's sole cost and expense, including reasonable attorney's fees, if any. Upon termination for any reason by either party, and within ten days of such termination, all copies of the Software and documentation (in any medium and including summaries, notes and the like) shall be returned to Comira by Company without delay by delivering all such items to Comira place of business, complete and in good order and condition. If Company fails to return such materials, Comira may take such action as may be reasonably necessary to recover such materials and Company shall reimburse Comira's reasonable costs and expenses.

License, or remove the Software from its place of installation.

7. LIABILITY

Company, having possession of and control over the Software, shall be responsible for its use, operation, storage, management and safety. Consequently, except to the extent that damage or injury is caused by Comira negligence or the intentional misconduct of Comira's employees, Company assumes the risk and sole responsibility for damage or injury to equipment, Software, personal property or to third parties caused by Company's use or possession of the Software, and Company shall be obligated to protect itself and Comira against any such occurrences, including claims by Company's employees or any other persons or organizations with which Company does business, all at Company's sole cost and expense.

8. COMIRA REMEDIES

It will be a default if Company fails to perform any of its obligations under this Software License and such failure continues for 30 days after notice from Comira, or if Company becomes insolvent or makes any assignment for the benefit of its creditors, or if any proceeding under the bankruptcy laws or comparable statute is commenced by or against Company, or a writ of attachment or execution is levied on any item of the Software and such proceeding is not terminated or such writ is not satisfied or released within 15 days after attachment of levy. On Company's default, Comira at its sole option may require Company to return any or all copies of the Software and documentation (in any medium and including summaries, notes and the like) or pursue any other remedy at law or in equity. Any taking of possession of the Software shall not release Company from any of its obligations hereunder unless Comira, or its assignee, notifies Company in writing. If it's necessary for Comira to enforce this Software License or any of its terms, Company shall pay all costs related to such enforcement, including reasonable attorneys' fees.

9. GENERAL

Without Comira's prior written consent, Company will not sell, assign, sublet, pledge, otherwise encumber or permit a lien to exist against any interest in this Software



CONFIDENTIAL

HOURS OF OPERATION

SITE CODE _____	(Assigned by Comira)		
TESTING CENTER NAME _____	Rancho Santiago Community College District		
ADDRESS _____	2323 N. Broadway		
	Suite 328		
CITY _____	Santa Ana	STATE _____	CA ZIP _____
TCS NAME _____	92706		

BELOW LIST YOUR HOURS OF OPERATION. A PROCTOR IS GUARANTEED TO BE ON SITE TO ADMINISTER EXAMS ACCORDING TO THESE HOURS.

MONDAY	9 a.m. - 5 p.m.
TUESDAY	_____
WEDNESDAY	9 a.m - 5 p.m.
THURSDAY	_____
FRIDAY	_____
SATURDAY	_____
SUNDAY	_____

Number of Available Testing Stations	12
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The above days and times will be used to schedule test candidates. Please make certain that adequate notice is given if a day or time will not be available. The notice must be given in writing to Comira to avoid scheduling conflicts.

****Comira is closed for registrations & technical support on the following holidays:**

NEW YEARS DAY	EASTER	MEMORIAL DAY	INDEPENDENCE DAY
LABOR DAY	THANSGIVING	Friday after THANSGIVING	
CHRISTMAS EVE	CHRISTMAS		

****NOTE – All holidays and reduced hours of operations are subject to change. Prior to any holidays Comira e-mails all testing centers the hours of operation.**



CONFIDENTIAL

2012 - 2013
Holiday Schedule

Please check one of the boxes below for each holiday.

Holiday	Closed/ By Appt.	Normal weekly hours	Other Hours
New Year's Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <u>Closed Dec. 31 - Jan. 4</u>
Martin Luther King Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Presidents' Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Easter	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Memorial Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Independence Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Labor Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Columbus Day	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____
Veterans Day	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Thanksgiving	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Day After Thanksgiving	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> _____
Christmas Eve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <u>Closed Dec. 17 - 28</u>
Christmas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <u>Closed Dec. 17 - 28</u>
New Year's Eve	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <u>Closed Dec. 31-Jan.4</u>

Other Holiday	Date	Closed/ By Appt	Other Time
Lincoln's B-day	Feb. 15, 2013	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____
Spring Break	Mar. 25 - 29	<input checked="" type="checkbox"/>	<input type="checkbox"/> _____

		Number of Exams	Hours	Site Commission
ACF	American Culinary Federation	12	1	\$ 25.00
BCP	Chiropractic Law & Professional Exam	1	1	\$ 20.00
CAADE	California Alcohol and Drug	1	2	\$ 30.00
CAARR	California Association of Addiction Recovery Resources	1	2	\$ 25.00
CEP / NAED	National Association of Electrical Distributors	1	3	\$ 40.00
CSG	Commission on Dietetic Registration	1	3	\$ 50.00
CSO	Commission on Dietetic Registration	1	3	\$ 50.00
EPA	Environmental Protection Agency	3	2	\$ 30.00
FCC	Sea School	8	1	\$ 15.00
LPC	Loss Prevention Foundation	2	2.5	\$ 50.00
LPC	Loss Prevention Foundation-Retests	1	2.5	\$ 50.00
LPQ	Loss Prevention Foundation	2	2.5	\$ 50.00
LPQ	Loss Prevention Foundation-Retests	1	2.5	\$ 50.00
NAT / OncANP	Oncology Academy of Naturopathic Physicians	1	1.5	\$ 35.00
NCATT	National Center for Aerospace & Transportation Technologies	5	1	\$ 15.00
NCATT	National Center for Aerospace & Transportation Technologies	1	2	\$ 25.00
NCATT	National Center for Aerospace & Transportation Technologies	1	3	\$ 32.50
NCCAP	National Certification Council for Activity Professionals	1	1	\$ 20.00
NCEA	National Coalition of Estheticians Exam	1	1.5	\$ 30.00
NETA	National Exercise Trainers Association	2	1.5	\$ 15.00
NVRA	National Verbatim Reporters Assoc	1	2	\$ 30.00
RCB	Radiology Coding Certification Board	1	4	\$ 45.00
RPA	Radiant Panel Association	2	2	\$ 30.00
SPARK	Professional Development Solutions	1	2	\$ 30.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Educational Services)

To:	Board of Trustees	Date: August 20, 2012
Re:	Approval of Eligible Training Providers List (ETPL) Agreement – City of Santa Ana	
Action:	Request for Approval	

BACKGROUND

The Corporate Training Institute (CTi) has successfully partnered with the City of Santa Ana on several grant projects for customized training to dislocated workers, youth, etc.

RSCCD's CTi is now applying for inclusion on the City's Eligible Training Providers List (ETPL) for the opportunity to offer on-the-job training to local employers .

ANALYSIS

The Corporate Training Institute can adapt to various job training requests and service any size group (small or large). Being listed on the ETPL will increase awareness of the Corporate Training Institute in the business community and provide additional opportunities to offer contract education for profit.

RECOMMENDATION

It is recommended that the Board of Trustees approve the ETPL Agreement for increased contract education projects to the RSCCD Corporate Training Institute as presented.

Fiscal Impact:	None	Board Date: August 20, 2012
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	John Didion, Executive Vice Chancellor, Human Resources and Educational Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**SANTA ANA WORKFORCE INVESTMENT BOARD
ELIGIBLE TRAINING PROVIDERS LIST
APPLICANT'S AGREEMENT**

THIS AGREEMENT, made and entered into with all APPLICANTS who apply for inclusion on the State of California's Eligible Training Providers List (ETPL) through the City of Santa Ana, Santa Ana Workforce Investment Board (SAWIB), specifies the requirements of the APPLICANTS regarding **initial** and **subsequent eligibility** under the Workforce Investment Act, 1998 (WIA). This Agreement remains valid until such time as the APPLICANT is no longer on the ETPL. In order for the APPLICANT to receive referrals for the vocational training courses they offer, they must be approved and in good standing on the State's ETPL. APPLICANTS must provide competency based training conducted in an institutional setting which is designed to provide the WIA client with the technical information required to be hired and to perform a specific job or group of jobs.

RSCCD Corporate Training Institute's responsibilities are as follows:
(Name of Training Provider Organization)

- A. APPLICANT must submit one completed ETPL Training Provider Application Form and separate Program Application Forms for each program they are submitting for **initial** approval.
- B. APPLICANT must **reapply** to be considered for **subsequent** approval on the ETPL and agrees to provide the required performance and cost information data and to annually meet performance levels on specified performance measures as demonstrated using quarterly wage records. Minimum performance levels are to be determined by the Governor, however the SAWIB may set higher levels.
- C. APPLICANT must be willing to provide Seed Data to the SAWIB, for **subsequent** ETPL eligibility determination. The SAWIB will supply Seed Data to the State for WIA clients who were enrolled in programs on the ETPL however; the APPLICANT must provide the SAWIB certain data elements on non-WIA clients enrolled in the same programs in order to determine if the programs meet the **subsequent** eligibility performance levels requirements. These data elements include social security numbers, age, ethnicity, etc. and whether the individual received a license, certificate, degree, etc. The State EDD office will use Seed Data to access the quarterly wage records and will calculate all of the performance measures required for **subsequent** eligibility. If a WIA client's employment is not reflected in the quarterly wage records, verifiable supplemental data may be presented. Supplemental data must be available for audit purposes.
- D. APPLICANT must provide a written explanation of how they will collect and report the data necessary for **subsequent** eligibility determination.
- E. APPLICANT understands that all performance data and data submitted on the ETPL application forms must be made available for data verification by the SAWIB or the State EDD office.
- F. APPLICANT must maintain all the relevant records utilized to support the data submitted on their ETPL application for audit or monitoring purposes by the SAWIB or the State EDD office.

- G. APPLICANT understands that to have their programs listed with only BPPVE registration, the SAWIB may make a site visit to verify the data that was submitted to BPPVE.
- H. APPLICANT shall have current course catalogs on file with the SAWIB and its designated One-Stop Service Center operator.
- I. APPLICANT agrees to immediately notify (within 10 working days) the SAWIB, in writing, of any changes in the information submitted above in item "A".
- J. APPLICANT agrees to accept WIA eligible referrals from the One-Stop Service Center on an individual referral basis.
- K. APPLICANT shall not accept nor enroll WIA participants who do not meet the APPLICANT's entrance requirements, which are to be the same general entrance requirements required of public students, and agrees to submit a written notification to the One-Stop Service Center's Case Manager stating the reason(s) for non-acceptance.
- L. APPLICANT agrees to assist the WIA client in applying for PELL Grants and any other funds that might be available to offset the cost to WIA and to work together with the WIA client's Case Manager to ensure all other funding sources are investigated and those funds obtained before submitting the Vendor Voucher to the One-Stop Service Center for payment.
- M. APPLICANT agrees to cross out sections of the student enrollment agreement that would hold the WIA participant financially responsible for any training related expenses.
- N. Once accepted, APPLICANT agrees to enroll the WIA participant in the course stipulated on the Vendor Voucher and no other.
- O. APPLICANT agrees to invoice the One-Stop Service Center, on a cost reimbursement basis, for third party testing (Microsoft, Novell, A+, etc.) and will provide a copy of the Pass/Fail results at that time.
- P. APPLICANT agrees to allow SAWIB, One-Stop Service Center, the State of California, the Department of Labor, the Controller General of the U.S., the WIA client and any of their duly authorized representatives' access to all the records regarding the WIA client for monitoring purposes. The records include any books, documents, papers, files and computer data directly pertinent to the records of the participant. The right to records includes the right to make excerpts, transcripts and photocopies. The right also includes the right have reasonable and timely access to personnel for the purpose of interviews and discussions related to the records of the participant.
- Q. APPLICANT agrees to provide progress reports which indicate grades and test scores, as well as attendance reports, to the WIA client's Case Manager on a monthly basis.
- R. APPLICANT agrees to notify the WIA client's Case Manager **immediately** (within 5 working days) if the WIA client is absent for more than 3 days in a row, has sporadic attendance or drops out of school.
- S. APPLICANT agrees to provide a copy of the "reimbursement form" and issue a refund check to the "City of Santa Ana" for the number of unused training hours and any non-issued training/testing vouchers, books, tools, etc. due within 30 calendar days after the last day the WIA client attended school or the day the school was notified that the WIA client dropped. Said check to be mailed to the attention of the WIA Case Manager, 1000 E. Santa Ana Blvd., #200, Santa Ana, CA 92701.
- T. APPLICANT agrees to provide the WIA Case Manager a copy of the WIA client's Certificate of Completion or Diploma within 10 working days of the date of completion or graduation.
- U. APPLICANT agrees to provide the WIA client with the same level of job search/placement assistance as provided to the public students and to provide the WIA Case Manager with all the pertinent information regarding the placement of the WIA client within 5 working days of the WIA client's first day of employment. A WIA client has 90 days after completing training to get a job for the APPLICANT to get credit in the MIS system.

- V. APPLICANT agrees, for the term of this Agreement, to obtain, at its sole cost, a policy of liability insurance or its equivalent to cover all enrolled students. Insurance must name the "City of Santa Ana" as insured or additional insured which provides coverage for both bodily injury and property damage for not less than \$1,000,000 combined single limit. Such insurance as is afforded by the policy shall be primary and will not be additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
- W. APPLICANT agrees, for the term of this Agreement, to obtain, at its sole cost, a policy of Workers Compensation to cover all of its employees, as required by State law.
- X. APPLICANT agrees to comply fully with the "nondiscrimination and equal opportunity provisions" of the WIA and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurances.

Applicant Signature, Title

Peter J. Hardash
Vice Chancellor, Business Operations
and Fiscal Services

Date

SAWIB Representative Signature, Title

Date

Note: Data elements collection plan must be returned with this Agreement (Item D)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023259	200.60	AMERICAN EXPRESS	Conference Expenses			7/2/2012
13-P0023264	200.00	CALIF DHS/LABORATORY FIELD SERVICES	Other Licenses & Fees	SP		7/1/2012
13-P0023265	1,350.00	SAN DIEGO STATE UNIV. FOUNDATION	Software License and Fees	SP		7/1/2012
13-P0023266	2,250.00	POINT AND CLICK SOLUTIONS INC	Software Support Service	SP		7/1/2012
13-P0023267	1,500.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/1/2012
13-P0023268	2,200.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/1/2012
13-P0023269	750.00	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		7/1/2012
13-P0023270	1,400.00	SANOFI PASTEUR	Non-Instructional Supplies	SP		7/1/2012
13-P0023271	500.00	MOORE MEDICAL CORP	Non-Instructional Supplies	SP		7/1/2012
13-P0023272	5,000.00	PHARMEDIX	Non-Instructional Supplies	SP		7/1/2012
13-P0023274	3,600.00	QUEST DIAGNOSTICS	Non-Instructional Supplies	SP		7/1/2012
13-P0023280	1,146.98	NOVA SOLUTIONS INC	Equipment - All Other > \$1,000			7/2/2012
13-P0023285	271.50	MCPEEK'S DODGE OF ANAHEIM	Non-Instructional Supplies	SP		7/2/2012
13-P0023286	27,489.00	ACCJC ACCREDITING COMMISSION	Other Licenses & Fees			7/1/2012
13-P0023287	2,000.00	DUNN EDWARDS CORP	Non-Instructional Supplies			7/1/2012
13-P0023288	1,000.00	WALTERS WHOLESALE ELECTRIC CO	Non-Instructional Supplies			7/1/2012
13-P0023289	2,000.00	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			7/1/2012
13-P0023290	500.00	WOODWARD'S ACE HARDWARE	Non-Instructional Supplies			7/1/2012
13-P0023291	2,000.00	HOME DEPOT	Non-Instructional Supplies			7/1/2012
13-P0023294	300.00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			7/1/2012
13-P0023295	1,000.00	GRAINGER	Non-Instructional Supplies			7/1/2012
13-P0023296	2,000.00	JOHNSTONE SUPPLY	Repair & Replacement Parts			7/1/2012
13-P0023297	1,000.00	IRVINE PIPE SUPPLY	Repair & Replacement Parts			7/1/2012
13-P0023298	500.00	HOME DEPOT	Instructional Supplies	SP		7/1/2012
13-P0023299	5,000.00	UNISAN PRODUCTS	Non-Instructional Supplies			7/1/2012
13-P0023300	5,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/1/2012
13-P0023301	1,000.00	MONOPRICE INC	Non-Instructional Supplies			7/1/2012
13-P0023302	10,000.00	MONOPRICE INC	Non-Instructional Supplies			7/1/2012
13-P0023303	2,000.00	D4 SOLUTIONS INC.	Non-Instructional Supplies			7/1/2012
13-P0023304	1,000.00	MONOPRICE INC	Non-Instructional Supplies			7/1/2012
13-P0023305	1,000.00	BUSINESS MACHINES SECURITY	Non-Instructional Supplies			7/1/2012
12-P0023311	825.00	ERNST & YOUNG U.S. LLP	District Business/Sponsorships	SP		6/30/2012
13-P0023312	1,600.00	MANNA DEVELOPMENT GROUP LLC	Food and Food Service Supplies			7/2/2012
13-P0023313	11,000.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/2/2012
13-P0023314	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/2/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.41 (1)

No. 5.41

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023315	1,500.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		7/2/2012
13-P0023316	1,000.00	DON BOOKSTORE	Supplies Paid for Students	SP		7/2/2012
13-P0023317	600.00	PLAYERS CHOICE	Non-Instructional Supplies			7/2/2012
13-P0023318	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/2/2012
13-P0023319	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/2/2012
13-P0023320	7,500.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/2/2012
13-P0023321	14,000.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/2/2012
13-P0023322	13,500.00	SMART & FINAL	Food and Food Service Supplies	SP		7/2/2012
13-P0023325	700.00	MARIA N. GIL	Conference Expenses	SP		7/2/2012
13-P0023326	395.00	CA HEAD START ASSOC.	Conference Expenses	SP		7/2/2012
13-P0023327	195.00	CA HEAD START ASSOC.	Conference Expenses	SP		7/2/2012
13-P0023328	349.70	INLAND AMERICAN LODGING BURLINGAME, LLC	Conference Expenses	SP		7/2/2012
13-P0023329	395.00	CA HEAD START ASSOC.	Conference Expenses	SP		7/2/2012
13-P0023330	349.70	INLAND AMERICAN LODGING BURLINGAME, LLC	Conference Expenses	SP		7/2/2012
13-P0023331	395.00	CA HEAD START ASSOC.	Conference Expenses	SP		7/2/2012
13-P0023332	5,000.00	AMAZON COM	Library Books	SP		7/2/2012
13-P0023333	270.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			7/2/2012
13-P0023334	400.00	RYAN E. AHARI	Conference Expenses			7/2/2012
13-P0023335	85.00	ACBO ASSOC OF CHIEF	Conference Expenses			7/2/2012
13-P0023336	85.00	ACBO ASSOC OF CHIEF	Conference Expenses			7/2/2012
13-P0023337	10,000.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/2/2012
13-P0023340	5,500.00	HERFF JONES INC.	Non-Instructional Supplies	SP		7/3/2012
13-P0023341	1,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/3/2012
13-P0023342	3,500.00	MIDWEST LIBRARY SVC	Library Books			7/3/2012
13-P0023343	13,612.00	SO CALIF COMMERCIAL PRINTING	Reproduction/Printing Expenses			7/3/2012
13-P0023344	14,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/3/2012
13-P0023345	6,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/3/2012
13-P0023346	1,200.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/3/2012
* 12-P0023347	2,868.28	SANDOVAL MARICELA	Online Training Courses	SP		6/29/2012
13-P0023348	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/3/2012
13-P0023349	200.00	ALBERTSON'S	Instructional Supplies	SP		7/3/2012
13-P0023350	14,700.00	SMART & FINAL	Food and Food Service Supplies	SP		7/3/2012
13-P0023351	1,500.00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		7/3/2012
13-P0023352	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/3/2012
13-P0023353	538.75	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/3/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023354	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/3/2012
13-P0023355	200.00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		7/3/2012
13-P0023356	225.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			7/3/2012
13-P0023357	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/3/2012
13-P0023358	1,116.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/3/2012
13-P0023359	6,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/3/2012
13-P0023360	6,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/3/2012
12-P0023361	16,532.90	CITY OF ANAHEIM	Instructional Agrmt - Salary			6/30/2012
13-P0023362	200.00	BLUE RIBBON TROPHY CO	Non-Instructional Supplies	SP		7/3/2012
12-P0023363	57,501.50	CITY OF NEWPORT BEACH FIRE AND MARI	Instructional Agrmt - Salary			6/30/2012
13-P0023364	1,600.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/3/2012
13-P0023365	1,400.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/3/2012
* 12-P0023366	20,621.00	CITY OF WEST COVINA	Instructional Agrmt - Salary			6/30/2012
13-P0023367	8,500.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/3/2012
13-P0023368	4,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/3/2012
13-P0023369	5,500.00	QUARTERMASTER	Non-Instructional Supplies			7/3/2012
12-P0023370	10,958.40	CITY OF REDLANDS	Instructional Agrmt - Salary			6/30/2012
13-P0023371	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/3/2012
13-P0023372	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/3/2012
12-P0023373	17,945.30	DOWNEY FIRE DEPT	Instructional Agrmt - Facility			6/30/2012
13-P0023374	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/3/2012
12-P0023375	7,831.60	CITY OF MONTCLAIR	Instructional Agrmt - Facility			6/30/2012
12-P0023376	37,869.50	CITY OF RANCHO CUCAMONGA	Instructional Agrmt - Salary			6/30/2012
12-P0023377	12,624.35	CITY OF BREA	Instructional Agrmt - Facility			6/30/2012
* 12-P0023378	980.52	IMMEL DESIGN INC	Contracted Services	SP		6/30/2012
13-P0023379	6,792.00	BROADWAY PARTNERS	Landscaping			7/3/2012
13-P0023380	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Inst Dues & Memberships			7/3/2012
13-P0023381	125.00	OCSBA ORANGE CO SCHOOL BOARD ASSOC	Inst Dues & Memberships			7/3/2012
13-P0023382	13,055.00	CCLC COMMUNITY COLLEGE LEAGUE	Inst Dues & Memberships			7/3/2012
13-P0023383	500.00	NCCHC NATIONAL COMMUNITY COLLEGE	Inst Dues & Memberships			7/3/2012
13-P0023384	200.00	SOUTHERN 30	Inst Dues & Memberships			7/3/2012
12-P0023385	475.00	MARICELA SANDOVAL	Advertising	SP		6/30/2012
12-P0023386	63.88	POWERTRON	Repair & Replacement Parts			6/29/2012
13-P0023387	1,000.00	PESTAL PETER A.	Contracted Repair Services			7/3/2012
13-P0023388	1,500.00	HOME DEPOT	Non-Instructional Supplies			7/3/2012

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5.41 (3)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023389	8,000.00	NBC UNIVERSAL MEDIA LLC	Software Support Service-Fixed			7/3/2012
13-P0023390	2,000.00	EBERHARD EQUIPMENT	Non-Instructional Supplies			7/3/2012
13-P0023391	1,000.00	BISHOP CO	Non-Instructional Supplies			7/3/2012
13-P0023392	1,500.00	ANGELUS QUARRIES BLDG	Non-Instructional Supplies			7/3/2012
13-P0023393	2,000.00	ALAN'S LAWNMOWER & GARDEN CTR	Contracted Repair Services			7/3/2012
13-P0023394	2,500.00	ALAN'S LAWNMOWER & GARDEN CTR	Non-Instructional Supplies			7/3/2012
13-P0023395	700.00	NITAO NURSERY	Non-Instructional Supplies			7/3/2012
13-P0023396	1,500.00	VILLAGE NURSERIES	Non-Instructional Supplies			7/3/2012
13-P0023397	1,500.00	SHIFFLER EQUIPMENT SALES INC	Non-Instructional Supplies			7/3/2012
13-P0023398	2,000.00	ORANGE COUNTY FARM SUPPLY	Non-Instructional Supplies			7/3/2012
13-P0023399	5,000.00	HYDRO SCAPE PRODUCTS INC	Non-Instructional Supplies			7/3/2012
13-P0023400	2,500.00	AA EQUIPMENT	Contracted Repair Services			7/3/2012
13-P0023401	636.00	JAROTH INC	Telephone & Pager Services			7/3/2012
13-P0023402	2,000.00	EBERHARD EQUIPMENT	Repair & Replacement Parts			7/3/2012
13-P0023403	1,500.00	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		7/3/2012
13-P0023404	2,000.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/3/2012
13-P0023405	2,000.00	CANDELA CORP	Non-Instructional Supplies			7/3/2012
13-P0023406	762.60	AMERICAN EXPRESS	Other Participant Travel Exp	SP		7/3/2012
13-P0023407	102.78	YOUNG PS ACQUISITIONS, LLC	Non-Instructional Supplies	SP		7/3/2012
13-P0023408	2,700.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/3/2012
13-P0023409	925.01	THE WESTIN ALEXANDRIA	Other Participant Travel Exp	SP		7/9/2012
12-P0023410	835.50	BELL PIPE & SUPPLY CO	Repair & Replacement Parts			6/29/2012
13-P0023411	520.00	TRI-SIGNAL INTEGRATION INC	Contracted Repair Services			7/9/2012
12-P0023412	150.00	ANIMAL PEST MGMT SVC	Contracted Repair Services	SP		6/29/2012
12-P0023413	1,032.44	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		6/29/2012
12-P0023415	7,088.28	SO CALIF EDISON CO	Buildings - Contracted Svcs	SP	BOND	6/30/2012
13-P0023417	5,000.00	VOYAGER FLEET SYSTEM INC	Gasoline			7/10/2012
13-P0023418	400.00	SMART & FINAL	Food and Food Service Supplies	SP		7/10/2012
13-P0023419	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2012
13-P0023420	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2012
13-P0023421	1,604.87	DEMCO INC	Instructional Supplies	SP		7/10/2012
13-P0023422	2,997.68	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		7/10/2012
13-P0023423	895.00	DOUGLAS E. WILKES	Conference Expenses	SP		7/10/2012
13-P0023424	1,500.00	WELLS FARGO BANK	Conference Expenses			7/10/2012
13-P0023425	452.25	CALIF SCIENCE CTR	Fees Paid for Students	SP		7/10/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023426	500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			7/10/2012
13-P0023427	7,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/10/2012
13-P0023428	1,500.00	ENTERPRISE RENT A CAR	Transportation - Athletics			7/10/2012
13-P0023429	6,000.00	DON BOOKSTORE	Supplies Paid for Students	SP		7/10/2012
13-P0023430	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/10/2012
13-P0023431	2,000.00	SO COUNTIES LUBRICANTS	Gasoline			7/10/2012
13-P0023432	1,000.00	CARQUEST AUTO PARTS	Repair & Replacement Parts			7/10/2012
13-P0023433	750.00	ORANGE COUNTY AUTO PARTS	Repair & Replacement Parts			7/10/2012
13-P0023434	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/10/2012
13-P0023435	10,600.00	GOLD COAST TOURS	Transportation - Athletics			7/10/2012
13-P0023436	8,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/10/2012
13-P0023437	14,900.00	STATER BROS	Food and Food Service Supplies	SP		7/10/2012
13-P0023438	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2012
13-P0023439	14,900.00	SC FUELS	Gasoline			7/10/2012
13-P0023440	8,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/10/2012
13-P0023441	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2012
13-P0023442	13,000.00	PACIFIC COACHWAYS CHARTER	Transportation - Student			7/10/2012
13-P0023443	750.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2012
13-P0023444	4,200.00	LUX BUS AMERICA	Transportation - Student			7/10/2012
13-P0023445	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/10/2012
13-P0023446	14,500.00	GOLD COAST TOURS	Transportation - Student			7/10/2012
13-P0023447	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2012
13-P0023448	300.00	ENTERPRISE HOLDINGS INC	Transportation - Student			7/10/2012
13-P0023449	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2012
12-P0023450	279.07	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			6/29/2012
12-P0023451	41,555.22	ROSE & TUCK	Contracted Services			6/30/2012
13-P0023452	1,000.00	MOORE MEDICAL CORP	Non-Instructional Supplies	SP		7/11/2012
13-P0023453	15,000.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/11/2012
13-P0023454	222.37	CHEVRON & TEXACO CARD SERV.	Gasoline			7/11/2012
13-P0023455	129.99	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/11/2012
13-P0023456	1,000.00	SANOFI PASTEUR	Non-Instructional Supplies	SP		7/11/2012
13-P0023457	1,000.00	PHYSICIAN SALES & SVCS	Non-Instructional Supplies	SP		7/11/2012
13-P0023458	5,000.00	PHARMEDIX	Non-Instructional Supplies	SP		7/11/2012
12-P0023459	721.45	LOBBY TRAFFIC SYSTEMS INC	Contracted Repair Services			6/30/2012
13-P0023460	500.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP		7/11/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023461	975.68	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		7/11/2012
13-P0023463	525.00	DIRECTV	Books, Mags & Ref Mat, Non-Lib			7/11/2012
13-P0023464	1,569.00	CINTAS CORP	Laundry & Dry Cleaning Service			7/11/2012
13-P0023465	1,903.62	KULI IMAGE INC	Non-Instructional Supplies	SP		7/11/2012
13-P0023466	1,589.31	QQN INC	Reproduction/Printing Expenses	SP		7/11/2012
13-P0023467	432.50	4 IMPRINT	Non-Instructional Supplies	SP		7/11/2012
12-P0023468	1,810.26	DIAMOND ENVIRONMENTAL SVCS LP	Rental-Equipment (Short-term)			6/30/2012
12-P0023469	600.00	MARICELA SANDOVAL	Food and Food Service Supplies	SP		6/30/2012
13-P0023470	367.50	MUSEUM OF TOLERANCE	Fees Paid for Students	SP		7/11/2012
13-P0023471	435.00	JFK TRANSPORTATION	Transportation - Student	SP		7/11/2012
13-P0023472	435.00	JFK TRANSPORTATION	Transportation - Student	SP		7/11/2012
13-P0023473	165.72	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		7/11/2012
13-P0023474	148.59	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/11/2012
13-P0023475	201.49	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		7/11/2012
13-P0023476	1,000.00	HOME DEPOT	Instructional Supplies	SP		7/11/2012
13-P0023477	393.29	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		7/11/2012
13-P0023478	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/11/2012
13-P0023479	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/11/2012
13-P0023480	1,293.00	PACIFIC COLLEGE TESTING	Software License and Fees	SP		7/11/2012
13-P0023481	871.84	EX LIBRIS USA INC	Software Support Service			7/11/2012
13-P0023482	200.00	STATE OF CALIFORNIA	Other Licenses & Fees			7/11/2012
13-P0023483	5,000.00	XPEDX PAPER CO	Non-Instructional Supplies			7/12/2012
13-P0023484	10,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/12/2012
13-P0023485	10,000.00	HOME DEPOT	Repair & Replacement Parts			7/12/2012
13-P0023486	750.00	GRAINGER	Repair & Replacement Parts			7/12/2012
13-P0023487	2,750.00	HOME DEPOT	Non-Instructional Supplies			7/12/2012
13-P0023488	3,250.00	IDEAL LIGHTING SUPPLY INC	Non-Instructional Supplies			7/12/2012
13-P0023489	6,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/12/2012
13-P0023490	1,600.00	BIARD & CROCKETT PLUMBING SVCS INC	Non-Instructional Supplies			7/12/2012
13-P0023491	2,000.00	CANDELA CORP	Non-Instructional Supplies			7/12/2012
13-P0023492	5,000.00	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			7/12/2012
13-P0023493	5,000.00	GRAINGER	Non-Instructional Supplies			7/12/2012
13-P0023494	300.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/12/2012
13-P0023495	1,000.00	ONE SOURCE DISTRIBUTORS INC	Non-Instructional Supplies			7/12/2012
13-P0023496	750.00	HOME DEPOT	Non-Instructional Supplies			7/12/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023497	500.00	LIGHT BULBS ETC	Non-Instructional Supplies			7/12/2012
13-P0023498	500.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/12/2012
13-P0023499	1,000.00	HOME DEPOT	Non-Instructional Supplies			7/12/2012
13-P0023500	500.00	RADIO SHACK	Instructional Supplies			7/12/2012
13-P0023501	1,000.00	MAR VAC ELECTRONICS	Instructional Supplies			7/12/2012
13-P0023503	1,000.00	GRAINGER	Instructional Supplies			7/12/2012
13-P0023504	2,000.00	TROXELL COMM INC	Instructional Supplies			7/12/2012
13-P0023505	1,000.00	GRIFFIN ACE HARDWARE	Instructional Supplies			7/12/2012
13-P0023507	382.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			7/16/2012
13-P0023508	10,579.97	XEROX CORP	Software Support Service			7/16/2012
13-P0023509	191.69	COMODO CA LTD	Internet Services			7/16/2012
13-P0023510	800.00	FITNESS REPAIR SHOP	Contracted Repair Services			7/16/2012
13-P0023511	975.00	HVAC AIR COMMAND INC	Maint Contract - Other Equip			7/16/2012
13-P0023512	3,675.00	MCBAIN INSTRUMENTS	Contracted Repair Services			7/16/2012
13-P0023513	1,195.39	SOUTH COAST WATER CO	Contracted Repair Services			7/16/2012
13-P0023514	12,000.00	BUSCHE DONALD	Contracted Services	SP		7/16/2012
13-P0023515	1,500.00	CADAVID MAURICIO	Contracted Services	SP		7/16/2012
13-P0023516	1,600.00	NORENA JUAN D	Contracted Services	SP		7/16/2012
13-P0023517	3,500.00	SAPRIZA GOYRET MARIA JOSEFINA	Contracted Services	SP		7/16/2012
13-P0023519	3,233.52	ROURKE MICHAEL D	Contracted Services			7/16/2012
12-P0023520	1,296.88	SODEXHO	Food and Food Service Supplies	SP		6/29/2012
12-P0023521	8,627.91	ORANGE COAST PLUMBING INC	Contracted Services	SP		6/30/2012
13-P0023522	200.00	KELVIN COM	Non-Instructional Supplies	SP		7/16/2012
13-P0023523	28,798.80	SCHOOLS EXCESS LIABILITY FUND	Prop, Liab, Boiler & Machine			7/16/2012
13-P0023524	7,350.00	CORVEL ENTERPRISE COMP INC	Contracted Services			7/16/2012
13-P0023525	2,875.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	7/16/2012
13-P0023526	425,000.00	FACILITIES PLANNING AND PROGRAM SVCS INC	Buildings - Contracted Svcs	SP		7/16/2012
13-P0023527	11,044.00	CONTROL AIR CONDITIONING CORP	Building Improvements	SP		7/16/2012
12-P0023528	12,234.00	DON BOOKSTORE	Instructional Supplies	SP		6/29/2012
12-P0023529	9,443.00	DON BOOKSTORE	Supplies Paid for Students	SP		6/30/2012
12-P0023530	1,420.00	DON BOOKSTORE	Non-Instructional Supplies	SP		6/30/2012
12-P0023531	4,305.50	DON BOOKSTORE	Other Exp Paid for Students	SP		6/30/2012
13-P0023532	75.43	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		7/17/2012
13-P0023533	250.00	DON BOOKSTORE	Non-Instructional Supplies	SP		7/17/2012
13-P0023534	250.00	STATER BROS	Food and Food Service Supplies	SP		7/17/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023535	500.00	GRIFFIN ACE HARDWARE	Non-Instructional Supplies	SP		7/17/2012
13-P0023536	2,000.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP		7/17/2012
13-P0023537	1,700.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	7/17/2012
13-P0023538	219.65	POWERTRON	Instructional Supplies	SP		7/17/2012
13-P0023539	385.85	WATERBOY SPORTS INC	Instructional Supplies	SP		7/17/2012
13-P0023540	1,454.63	EL POLLO NORTENO	Food and Food Service Supplies	SP		7/17/2012
13-P0023541	568.03	D3 SPORTS INC.	Instructional Supplies	SP		7/17/2012
13-P0023542	5,000.00	ORANGE EMPIRE CONFERENCE	Inst Dues & Memberships			7/17/2012
13-P0023543	2,060.72	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/17/2012
13-P0023544	2,282.50	MEDIEVAL TIMES DINNER & TOURNAMENT INC	Non-Instructional Supplies	SP		7/17/2012
13-P0023545	6,750.00	CHALLENGE U, LLC	Non-Instructional Supplies	SP		7/17/2012
12-P0023546	13,119.70	CITY OF GARDEN GROVE	Instructional Agrmt - Salary			6/30/2012
12-P0023547	15,673.40	CITY OF LA VERNE	Instructional Agrmt - Salary			6/30/2012
12-P0023548	5,481.00	CITY OF NEWPORT BEACH FIRE AND MARI	Instructional Agrmt - Salary			6/30/2012
12-P0023549	116,429.25	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Salary			6/30/2012
12-P0023550	14,640.50	CITY OF CORONA	Instructional Agrmt - Salary			6/30/2012
12-P0023551	31,848.90	CITY OF ORANGE	Instructional Agrmt - Salary			6/30/2012
13-P0023552	7,000.00	SIMS ORANGE WELDING SUPPLY	Instructional Supplies	SP		7/17/2012
13-P0023553	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/17/2012
13-P0023554	14,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/17/2012
13-P0023555	5,000.00	TENNANT SALES & SVC CO	Contracted Repair Services			7/17/2012
13-P0023556	3,000.00	SOUTHERN AUTO BODY	Contracted Repair Services			7/17/2012
13-P0023557	1,000.00	METROPRO TOWING INC	Contracted Repair Services			7/17/2012
13-P0023558	5,000.00	HELMUTH JOHN	Contracted Repair Services			7/17/2012
13-P0023559	1,500.00	R & B PRODUCTS USA LLC	Contracted Repair Services			7/17/2012
13-P0023560	3,500.00	PETE'S ROAD SVC	Contracted Repair Services			7/17/2012
13-P0023561	1,500.00	MATERIAL HANDLING SUPPLY INC	Contracted Repair Services			7/17/2012
13-P0023562	500.00	RAFAEL SANDOVAL	Contracted Repair Services			7/17/2012
13-P0023563	2,000.00	YALE CHASE	Repair & Replacement Parts			7/17/2012
13-P0023564	6,000.00	TENNANT SALES & SVC CO	Repair & Replacement Parts			7/17/2012
13-P0023565	800.00	REPUBLIC ENGINES	Repair & Replacement Parts			7/17/2012
13-P0023566	400.00	PRAXAIR DIST INC	Repair & Replacement Parts			7/17/2012
13-P0023567	8,000.00	POWERTRON	Repair & Replacement Parts			7/17/2012
13-P0023568	4,000.00	DAPPER TIRE	Repair & Replacement Parts			7/17/2012
13-P0023569	1,000.00	UNITED RENTALS	Gasoline			7/17/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023570	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/17/2012
13-P0023571	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/17/2012
13-P0023572	641.33	CULVER NEWLIN INC	Equip/Software - >\$200 <\$1,000			7/17/2012
13-P0023573	800.00	STATER BROS	Food and Food Service Supplies	SP		7/17/2012
13-P0023574	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/17/2012
13-P0023575	53.00	COMMUNICATION ARTS	Books, Mags & Ref Mat, Non-Lib			7/17/2012
13-P0023576	53.00	COMMUNICATION ARTS	Books, Mags & Ref Mat, Non-Lib			7/17/2012
13-P0023577	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/17/2012
13-P0023578	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/17/2012
13-P0023579	2,000.00	VOYAGER FLEET SYSTEM INC	Gasoline			7/17/2012
13-P0023580	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/17/2012
13-P0023581	4,500.00	HAJOCA CORP	Repair & Replacement Parts			7/17/2012
13-P0023582	400.74	WELLS FARGO BANK	Non-Instructional Supplies			7/17/2012
13-P0023583	900.00	CAPP ASSOCIATES INC	Software License and Fees	SP		7/17/2012
13-P0023584	32.27	APPLE COMPUTER INC	Non-Instructional Supplies			7/17/2012
13-P0023585	800.00	UCSD	Software License and Fees	SP		7/17/2012
* 13-P0023586	4,024.45	ACCUVANT INC	Software Support Service-Fixed	SP		7/17/2012
13-P0023587	7,070.82	ACCUVANT INC	Equipment - All Other > \$1,000			7/17/2012
13-P0023588	3,500.00	ORANGE COUNTY TRANSPORTATION	Communications Maintenance			7/18/2012
13-P0023589	600.00	ECS IMAGING INC	Contracted Services	SP		7/18/2012
13-P0023590	240.00	WELLS FARGO BANK	Telephone & Pager Services			7/18/2012
13-P0023591	5,000.00	COMPUCOM SYSTEMS INC	Contracted Repair Services			7/18/2012
13-P0023592	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/18/2012
13-P0023593	1,000.00	ORANGE COUNTY REGISTER	Legal Expenses			7/18/2012
13-P0023594	360.00	PAPER DEPOT DOCUMENT	Contracted Services			7/18/2012
13-P0023595	3,000.00	COMPUCOM SYSTEMS INC	Contracted Repair Services			7/18/2012
13-P0023596	2,000.00	DATATEL INC	Contracted Services			7/18/2012
13-P0023597	14,000.00	RESILIENT COMMUNICATIONS INC	Contracted Services			7/18/2012
13-P0023598	7,000.00	COMPUCOM SYSTEMS INC	Contracted Repair Services			7/18/2012
13-P0023599	12,000.00	SCHICK RECORDS MGMT	Lease Agreement - Facility			7/18/2012
13-P0023600	6,707.00	MCWIL SPORTS SURFACES INC	Contracted Repair Services			7/19/2012
13-P0023601	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/19/2012
13-P0023602	6,997.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/19/2012
* 13-P0023603	484.88	OUTDOOR DIMENSIONS	Non-Instructional Supplies	SP		7/19/2012
13-P0023604	200.00	CALIF OCCUPATIONAL THERAPY	Inst Dues & Memberships			7/19/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023605	746.25	FBM HOLDING LLC	Internet Services			7/19/2012
* 13-P0023606	104,189.60	DELL COMPUTER	Equipment - Federal Progs >200	SP		7/19/2012
13-P0023607	670,427.00	ASCIP	Prop, Liab, Boiler & Machine			7/19/2012
13-P0023608	1,800.00	SO CALIF FOOTBALL ASSOC	Inst Dues & Memberships			7/19/2012
13-P0023609	775.00	ACT-KEYTRAIN	Software License and Fees	SP		7/23/2012
13-P0023610	2,700.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/23/2012
13-P0023611	250.00	RADIO SHACK	Non-Instructional Supplies			7/23/2012
13-P0023612	3,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/23/2012
13-P0023613	2,500.00	HOME DEPOT	Non-Instructional Supplies			7/23/2012
13-P0023614	363.84	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		7/23/2012
13-P0023615	883.00	FRY'S ELECTRONICS	Non-Instructional Supplies			7/23/2012
13-P0023616	3,400.00	TEAM ONE MANAGEMENT	Non-Instructional Supplies	SP		7/23/2012
13-P0023617	6,000.00	DUNN EDWARDS CORP	Non-Instructional Supplies			7/23/2012
13-P0023618	2,315.25	MEDIWARE INFORMATION SYSTEM INC	Software Support Service			7/23/2012
13-P0023619	498.10	SIR SPEEDY	Buildings - Blueprint/Reprod	SP		7/23/2012
13-P0023620	351.70	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/23/2012
13-P0023621	107.75	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		7/23/2012
13-P0023622	218.19	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/23/2012
13-P0023623	250.00	STATE OF CALIFORNIA	Other Licenses & Fees			7/23/2012
13-P0023624	31,891.00	CCLC COMMUNITY COLLEGE LEAGUE	Inst Dues & Memberships			7/23/2012
13-P0023625	218.19	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/23/2012
13-P0023626	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/24/2012
13-P0023627	10,598.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services			7/24/2012
13-P0023628	279.30	GALE GROUP	Library Books	SP		7/24/2012
13-P0023629	141.91	MIDWEST LIBRARY SVC	Library Books	SP		7/24/2012
13-P0023630	5,000.00	ORANGE EMPIRE CONFERENCE	Inst Dues & Memberships			7/24/2012
13-P0023631	422.00	SOUTHERN CALIFORNIA WRESTLING ALLIANCE	Inst Dues & Memberships			7/24/2012
13-P0023632	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Inst Dues & Memberships			7/24/2012
13-P0023633	250.00	DON BOOKSTORE	Non-Instructional Supplies	SP		7/24/2012
13-P0023634	450.00	RP GROUP	Conference Expenses	SP		7/24/2012
13-P0023635	4,300.00	DELL COMPUTER	Maint Contract-Data Processing			7/24/2012
13-P0023636	400.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/24/2012
13-P0023637	4,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/24/2012
13-P0023638	500.00	DON BOOKSTORE	Instructional Supplies	SP		7/24/2012
13-P0023639	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/24/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023640	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/24/2012
13-P0023641	10,000.00	HEWLETT PACKARD CO	Contracted Services			7/24/2012
13-P0023642	50.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/24/2012
13-P0023643	800.00	SMART & FINAL	Instructional Supplies	SP		7/24/2012
13-P0023644	600.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/24/2012
13-P0023645	3,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/24/2012
13-P0023646	500.00	DON BOOKSTORE	Instructional Supplies	SP		7/24/2012
13-P0023647	18.10	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/24/2012
13-P0023648	125.66	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/24/2012
13-P0023649	50.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/24/2012
13-P0023650	3,000.00	JOB ELEPHANT COM INC	Personnel Recruiting			7/24/2012
13-P0023651	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/24/2012
13-P0023652	1,832.00	UNITED PARCEL SVC	Postage			7/24/2012
13-P0023653	420.23	APPLE COMPUTER INC	Non-Instructional Supplies	SP		7/24/2012
13-P0023654	115.00	COUNTY OF ORANGE	Other Licenses & Fees			7/24/2012
13-P0023655	398.36	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			7/24/2012
13-P0023656	14,000.00	GRAINGER	Non-Instructional Supplies			7/24/2012
13-P0023657	5,000.00	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Non-Instructional Supplies			7/24/2012
13-P0023658	3,000.00	REXEL ESD	Non-Instructional Supplies			7/24/2012
13-P0023659	14,000.00	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			7/24/2012
13-P0023660	9,000.00	WATERLINE TECHNOLOGIES	Non-Instructional Supplies			7/24/2012
13-P0023661	228.09	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		7/24/2012
13-P0023662	350.00	COMPUTER SPORTS MEDICINE, INC.	Software License and Fees			7/24/2012
13-P0023663	1,000.00	ANIXTER INC	Non-Instructional Supplies			7/24/2012
13-P0023664	113,050.00	CONTECH SERVICES INC	Buildings - Contracted Svcs	SP		7/25/2012
13-P0023665	250.00	SMART & FINAL	Food and Food Service Supplies	SP		7/25/2012
13-P0023666	750.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	7/25/2012
13-P0023667	10,680.00	TEAM ONE MANAGEMENT	Contracted Custodial Services	SP		7/25/2012
13-P0023668	4,407.89	D4 SOLUTIONS INC.	Contracted Services	SP		7/25/2012
13-P0023669	6,872.10	CRM LEARNING	Non-Instructional Supplies	SP		7/25/2012
13-P0023670	315.71	AMERICAN REPROGRAPHICS CO LLC	Instructional Supplies			7/26/2012
13-P0023671	680.00	VENTURE PUB	Non-Instructional Supplies	SP		7/26/2012
13-P0023672	1,500.00	CCLC COMMUNITY COLLEGE LEAGUE	Inst Dues & Memberships			7/26/2012
13-P0023673	404.06	OUTDOOR DIMENSIONS	Non-Instructional Supplies	SP		7/26/2012
13-P0023674	500.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	7/26/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023675	1,700.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/26/2012
13-P0023676	1,500.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		7/26/2012
13-P0023677	1,020.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/26/2012
13-P0023678	188.56	SCHICK RECORDS MGMT	Instructional Supplies			7/26/2012
13-P0023679	14,000.00	ALLSTAR FIRE EQUIPMENT	Instructional Supplies			7/26/2012
13-P0023680	8,700.00	GANAHL LUMBER CO	Instructional Supplies			7/26/2012
13-P0023681	3,000.00	LN CURTIS & SONS	Instructional Supplies			7/26/2012
13-P0023682	900.00	MISSION UNIFORM & LINEN	Laundry & Dry Cleaning Service			7/26/2012
13-P0023683	5,600.00	MR B'S LAWNMOWER & SAW SHOP	Instructional Supplies			7/26/2012
13-P0023684	2,022.03	CULVER NEWLIN INC	Non-Instructional Supplies			7/26/2012
13-P0023685	2,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			7/26/2012
13-P0023686	10,000.00	SANTA ANA DIESEL	Repair & Replacement Parts			7/26/2012
13-P0023687	2,800.00	TED JOHNSON PROPANE	Instructional Supplies			7/26/2012
13-P0023688	67.39	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/26/2012
13-P0023689	569.96	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			7/26/2012
13-P0023690	755.00	MIGUEL MARTINEZ	Food and Food Service Supplies	SP		7/26/2012
13-P0023691	1,032.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/26/2012
13-P0023692	4,500.00	DON BOOKSTORE	Books Paid for Students	SP		7/26/2012
13-P0023693	500.00	ACERO	Contracted Repair Services			7/30/2012
13-P0023694	11,000.00	WESTERN POWER SYSTEMS	Maint/Oper Service Agreements			7/30/2012
13-P0023695	3,000.00	ERIC VON HERZEN	Maint/Oper Service Agreements			7/30/2012
13-P0023696	500.00	ACERO	Contracted Services			7/30/2012
13-P0023697	1,400.00	RIZUTO JOHN	Maint/Oper Service Agreements			7/30/2012
13-P0023698	3,200.00	PROFESSIONAL PLUMBING &	Maint/Oper Service Agreements			7/30/2012
13-P0023699	1,400.00	CHEROKEE CHEMICAL CO INC	Maint/Oper Service Agreements			7/30/2012
13-P0023700	2,300.00	LCS CONSTRUCTORS INC	Maint/Oper Service Agreements			7/30/2012
* 13-P0023701	11,265.88	TREND OFFSET PRINTING	Class Schedules/Printing	SP		7/30/2012
13-P0023702	5,000.00	KLM AIR INC	Repair & Replacement Parts			7/30/2012
13-P0023703	100.00	PESTAL PETER A.	Contracted Services			7/30/2012
13-P0023704	465.00	GENERAL BINDING CORP	Maint Contract - Office Equip	SP		7/30/2012
13-P0023705	1,548.50	BKF ENGINEERS	Buildings - Engineering Costs	SP	BOND	7/30/2012
* 13-P0023706	3,994.07	B & H PHOTO VIDEO INC	Equipment - All Other > \$1,000	SP		7/30/2012
13-P0023707	8,900.00	ORANGE COAST PLUMBING INC	Maint/Oper Service Agreements			7/30/2012
13-P0023708	2,500.00	PACIFIC SYSTEMS ELECTRIC INC	Maint/Oper Service Agreements			7/30/2012
13-P0023709	2,160.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/30/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.41 (12)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0023710	800.00	SY NIELSON SVC	Contracted Repair Services			7/30/2012
13-P0023711	500.00	HOFFMAN SOUTHWEST CORP	Contracted Services			7/30/2012
13-P0023712	500.00	TOM BLACK SVC CTR	Contracted Repair Services			7/30/2012
13-P0023713	1,000.00	PAPER DEPOT DOCUMENT	Rental - Other (Short-term)	SP		7/30/2012
13-P0023714	2,000.00	LOBBY TRAFFIC SYSTEMS INC	Contracted Repair Services			7/30/2012
13-P0023715	1,040.00	FIREMASTER	Contracted Services			7/30/2012
13-P0023716	270.59	ULINE	Instructional Supplies	SP		7/30/2012
13-P0023717	750.00	FLINN SCIENTIFIC INC	Instructional Supplies	SP		7/30/2012
13-P0023718	750.00	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		7/30/2012
13-P0023719	175.00	CONNECTICUT VALLEY BIOLOGICAL	Instructional Supplies	SP		7/30/2012
13-P0023720	2,000.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/30/2012
13-P0023721	210.00	NEW WAVE	Instructional Supplies	SP		7/30/2012
* 13-P0023722	6,438.06	EUREKA	Software License and Fees	SP		7/30/2012
13-P0023723	11,923.70	CITY OF SANTA ANA	Sites - Licenses, Fees & Taxes	SP	BOND	7/31/2012
13-P0023724	15,579.00	ACCJC ACCREDITING COMMISSION	Inst Dues & Memberships			7/31/2012
13-P0023725	3,500.00	STERICYCLE INC	Hazardous Materials Removal			7/31/2012
13-P0023726	77,000.00	TOWNSEND PUBLIC AFFAIRS INC	Contracted Services			7/31/2012
13-P0023727	900.00	VORTEX INDUSTRIES	Contracted Repair Services			7/31/2012
13-P0023728	150.00	WESTERN POWER SYSTEMS	Contracted Repair Services			7/31/2012
13-P0023729	155.00	CEPA	Other Licenses & Fees			7/31/2012
13-P0023730	40.00	EDUCAUSE	Software License and Fees			7/31/2012
13-P0023731	704.21	POWER PLUS	Contracted Repair Services			7/31/2012
13-P0023732	16,553.16	GEMINI COMPUTERS INC	Equipment - All Other > \$1,000	SP		7/31/2012
13-P0023733	1,147.20	RAIN MASTER IRRIGATION SYSTEM	Maint/Oper Service Agreements			7/31/2012
13-P0023734	187.50	SIEMENS WATER TECH CORP	Contracted Repair Services			7/31/2012
13-P0139010	53,528.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			7/2/2012
13-P0139011	27,720.00	ACCUVANT INC	Software Support Service-Fixed			7/2/2012
13-P0139012	284,140.00	DATATEL INC	Software Support Service-Fixed			7/2/2012
13-P0139013	40,450.00	DATATEL INC	Software Support Service-Fixed			7/2/2012
13-P0139014	248,761.00	FOUNDATION FOR CALIFORNIA	Software Support Service-Fixed			7/2/2012
13-P0139015	14,300.00	GRUBER POWER SERVICES	Software Support Service-Fixed			7/2/2012
13-P0139016	19,434.00	PERCEPTIVE SOFTWARE INC	Software Support Service-Fixed			7/2/2012
13-P0139017	25,703.00	XAP CORP	Software Support Service-Fixed			7/2/2012
13-P0139018	123,493.80	HEWLETT PACKARD CO	Software Support Service-Fixed			7/2/2012
13-P0139019	24,311.47	HEWLETT PACKARD CO	Software Support Service-Fixed			7/2/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.41 (13)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0139020	2,450.00	CARD INTEGRATORS INC	Software Support Service-Fixed			7/2/2012
13-P0139021	10,783.00	ECS IMAGING INC	Software Support Service-Fixed			7/2/2012
13-P0139022	1,125.00	EVISIONS	Software Support Service-Fixed			7/2/2012
13-P0139023	2,762.52	TECHSTRATA LLC	Software Support Service-Fixed			7/2/2012
13-P0139024	2,604.00	VERAMARK TECH INC	Software Support Service-Fixed			7/2/2012
13-P0139025	13,300.00	SINGLEWIRE SOFTWARE LLC	Software Support Service-Fixed			7/2/2012
13-P0139028	2,460.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			7/2/2012
13-P0139029	48,186.00	ITPI	Software Support Service-Fixed			7/2/2012
13-P0139030	60,000.00	SECTORPOINT INC	Software Support Service-Fixed			7/2/2012
13-P0139031	72,000.00	SECTORPOINT INC	Software Support Service-Fixed			7/2/2012
13-P0139032	83,760.00	SO CAL LAND MAINTENANCE INC	Landscaping			7/2/2012
13-P0139033	4,674.00	FRANKLIN AIR CONDITIONING	Contracted Services			7/3/2012
13-P0139034	2,519.40	GMS ELEVATOR	Contracted Services			7/3/2012
13-P0139035	8,823.60	GMS ELEVATOR	Maint/Oper Service Agreements			7/3/2012
13-P0139036	3,127.02	CR & R INC	Trash Disposal			7/3/2012
13-P0139037	8,290.20	CR & R INC	Trash Disposal			7/3/2012
* 13-P0139038	20,760.00	SO CAL SWEEPING	Maint/Oper Service Agreements	SP		7/3/2012
13-P0139039	37,080.00	MOBILE MODULAR	Lease Agreement - Facility			7/16/2012
13-P0139040	11,340.00	MOBILE MODULAR	Lease Agreement - Facility			7/16/2012
13-P0139041	19,054.73	EX LIBRIS USA INC	Software Support Service			7/9/2012
13-P0139042	4,044.00	PERKIN ELMER	Maint Contract - Other Equip			7/9/2012
13-P0139043	164,342.37	XEROX CORP	Lease Agreement - Equipment			7/9/2012
* 13-P0139044	2,738.32	XEROX CORP	Excess/Copies Usage			7/11/2012
* 13-P0139045	3,509.59	XEROX CORP	Excess/Copies Usage			7/11/2012
* 13-P0139046	4,107.99	XEROX CORP	Excess/Copies Usage			7/11/2012
* 13-P0139047	3,718.80	XEROX CORP	Excess/Copies Usage			7/11/2012
* 13-P0139048	5,865.95	XEROX CORP	Excess/Copies Usage			7/11/2012
* 13-P0139049	9,249.09	XEROX CORP	Excess/Copies Usage			7/11/2012
13-P0139050	2,423.99	XEROX CORP	Lease Agreement - Equipment	SP		7/11/2012
13-P0139051	5,917.03	XEROX CORP	Lease Agreement - Equipment	SP		7/11/2012
13-P0139052	2,169.40	XEROX CORP	Lease Agreement - Equipment	SP		7/11/2012
* 13-P0139053	3,289.61	XEROX CORP	Excess/Copies Usage			7/11/2012
* 13-P0139054	6,211.23	XEROX CORP	Excess/Copies Usage			7/11/2012
13-P0139055	25,200.00	SANTORA PARTNERS LLC	Lease Agreement - Facility			7/11/2012
* 13-P0139057	3,203.24	XEROX CORP	Excess/Copies Usage	SP		7/11/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.41 (14)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 13-P0139059	4,075.58	XEROX CORP	Excess/Copies Usage	SP		7/11/2012
* 13-P0139060	4,280.35	XEROX CORP	Excess/Copies Usage	SP		7/11/2012
13-P0139061	17,167.00	GREENTREE SYSTEMS INC	Software Support Service			7/11/2012
13-P0139062	3,820.00	DATA CLEAN CORP	Contracted Services			7/12/2012
13-P0139063	3,288.00	CHEM PRO LABORATORY INC	Contracted Services			7/30/2012
13-P0139064	1,520.00	CONTROL MAINTENANCE & REPAIR INC	Contracted Services			7/12/2012
13-P0139065	5,755.01	ARROWHEAD MOUNTAIN SPRINGWATER	Drinking Water Service			7/12/2012
13-P0139067	4,320.00	TRI CHEM TECH	Maint/Oper Service Agreements			7/16/2012
13-P0139068	5,400.00	ADVANCED AQUATIC TECH INC	Maint/Oper Service Agreements			7/16/2012
13-P0139069	13,041.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services	SP		7/12/2012
13-P0139071	6,000.00	TRI-SIGNAL INTEGRATION INC	Maint/Oper Service Agreements			7/16/2012
13-P0139072	4,200.00	ANIMAL PEST MGMT SVC	Maint/Oper Service Agreements			7/16/2012
13-P0139073	664.00	PARACLETE FIRE AND SAFETY	Maint/Oper Service Agreements			7/16/2012
13-P0139074	952.00	HARLAND TECHNOLOGY SVCS	Maint Contract - Other Equip			7/16/2012
13-P0139075	300.00	BOYD & ASSOCIATES	Security Systems & Services			7/16/2012
13-P0139076	3,420.00	KLM AIR INC	Maint Contract - Other Equip			7/16/2012
13-P0139077	846.00	HARLAND TECHNOLOGY SVCS	Maint Contract - Office Equip	SP		7/16/2012
13-P0139078	12,700.00	TRICOM FIRE & ELECTRIC INC	Maint/Oper Service Agreements			7/16/2012
13-P0139079	3,500.00	TRICOM FIRE & ELECTRIC INC	Maint/Oper Service Agreements			7/16/2012
13-P0139080	2,335.24	SIEMENS WATER TECH CORP	Rental-Equipment (Short-term)			7/16/2012
13-P0139081	1,665.00	HARLAND TECHNOLOGY SVCS	Maint Contract - Office Equip	SP		7/16/2012
* 13-P0139082	35,267.73	XEROX CORP	Excess/Copies Usage	SP		7/17/2012
13-P0139083	1,045.18	XEROX CORP	Excess/Copies Usage			7/17/2012
13-P0139084	107.75	XEROX CORP	Excess/Copies Usage			7/17/2012
13-P0139085	1,005.31	XEROX CORP	Excess/Copies Usage			7/17/2012
13-P0139086	752.78	XEROX CORP	Excess/Copies Usage			7/17/2012
* 13-P0139088	456.23	XEROX CORP	Excess/Copies Usage	SP		7/17/2012
* 13-P0139089	603.57	XEROX CORP	Excess/Copies Usage	SP		7/17/2012
* 13-P0139090	356.73	XEROX CORP	Excess/Copies Usage			7/17/2012
* 13-P0139091	399.02	XEROX CORP	Excess/Copies Usage			7/18/2012
* 13-P0139092	16,663.02	XEROX CORP	Excess/Copies Usage			7/18/2012
* 13-P0139093	4,114.98	XEROX CORP	Excess/Copies Usage			7/18/2012
* 13-P0139094	3,725.26	XEROX CORP	Excess/Copies Usage			7/18/2012
* 13-P0139095	3,597.89	XEROX CORP	Excess/Copies Usage			7/18/2012
* 13-P0139096	3,701.05	XEROX CORP	Excess/Copies Usage	SP		7/18/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 13-P0139097	11,140.36	XEROX CORP	Excess/Copies Usage	SP		7/18/2012
* 13-P0139098	4,817.03	XEROX CORP	Excess/Copies Usage	SP		7/18/2012
* 13-P0139099	3,880.42	XEROX CORP	Excess/Copies Usage			7/18/2012
* 13-P0139100	3,774.14	XEROX CORP	Excess/Copies Usage			7/19/2012
* 13-P0139101	1,439.58	XEROX CORP	Excess/Copies Usage			7/19/2012
* 13-P0139102	933.36	XEROX CORP	Excess/Copies Usage			7/19/2012
* 13-P0139103	4,484.12	XEROX CORP	Excess/Copies Usage			7/19/2012
* 13-P0139104	3,051.22	XEROX CORP	Excess/Copies Usage			7/19/2012
13-P0139105	1,289.77	XEROX CORP	Excess/Copies Usage	SP		7/19/2012
* 13-P0139106	652.04	XEROX CORP	Excess/Copies Usage	SP		7/19/2012
* 13-P0139107	1,081.68	XEROX CORP	Excess/Copies Usage	SP		7/19/2012
* 13-P0139108	675.39	XEROX CORP	Excess/Copies Usage	SP		7/19/2012
* 13-P0139109	1,155.63	XEROX CORP	Excess/Copies Usage	SP		7/19/2012
13-P0139110	384.00	XEROX CORP	Maint Contract - Office Equip	SP		7/19/2012
* 13-P0139112	489.05	XEROX CORP	Excess/Copies Usage	SP		7/19/2012
* 13-P0139113	629.56	XEROX CORP	Excess/Copies Usage	SP		7/19/2012
* 13-P0139114	1,328.74	XEROX CORP	Excess/Copies Usage	SP		7/19/2012
13-P0139115	3,350.94	XEROX CORP	Excess/Copies Usage	SP		7/19/2012
* 13-P0139116	82,820.00	SER JOBS FOR PROGRESS	Instructional Agrmt - Salary			7/19/2012
* 13-P0139117	311,080.00	SER JOBS FOR PROGRESS	Instructional Agrmt - Salary			7/19/2012
13-P0139118	6,503.60	STERIS CORP	Maint Contract - Other Equip			7/23/2012
13-P0139119	360.75	TAB ANSWER NETWORK	Contracted Services			7/23/2012
13-P0139120	583.75	TAB ANSWER NETWORK	Maint/Oper Service Agreements			7/23/2012
13-P0139121	583.75	TAB ANSWER NETWORK	Maint/Oper Service Agreements			7/23/2012
13-P0139122	533.75	TAB ANSWER NETWORK	Contracted Services			7/23/2012
13-P0139123	4,250.00	RF MACDONALD CO	Maint/Oper Service Agreements			7/24/2012
13-P0139124	1,416.00	ORKIN PEST CONTROL	Contracted Services	SP		7/24/2012
13-P0139125	1,100.00	HARLAND TECHNOLOGY SVCS	Maint Contract - Office Equip	SP		7/25/2012
13-P0139126	780.00	TRI-SIGNAL INTEGRATION INC	Maint/Oper Service Agreements			7/24/2012
13-P0139127	11,106.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			7/24/2012
13-P0139128	6,800.00	GARCIA ALBERTO	Maint/Oper Service Agreements			7/24/2012
13-P0139129	6,750.00	JOHNSON CONTROLS	Maint/Oper Service Agreements			7/24/2012
13-P0139130	4,019.40	ORKIN PEST CONTROL	Maint/Oper Service Agreements			7/24/2012
13-P0139131	4,773.00	KNORR SYSTEMS INC	Maint/Oper Service Agreements			7/25/2012
13-P0139132	1,449.00	PARACLETE FIRE AND SAFETY	Maint/Oper Service Agreements			7/25/2012

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0139133	693.00	ORKIN PEST CONTROL	Contracted Services			7/25/2012
13-P0139134	52,420.00	ST PETER EVANGELICAL	Lease Agreement - Facility	SP		7/25/2012
* 13-P0139135	6,911.50	SIEMENS WATER TECH CORP	Maint/Oper Service Agreements			7/26/2012
13-P0139136	404.18	COAST TO COAST BUSINESS	Maint Contract - Office Equip			7/26/2012
13-P0139137	6,275.00	ASH ENTERPRISES INT'L INC	Maint Contract - Other Equip			7/30/2012
13-P0139138	1,205.28	PITNEY BOWES	Lease Agreement - Equipment			7/30/2012
13-P0139139	596.04	CHEM PRO LABORATORY INC	Contracted Services			7/30/2012
13-P0139140	19,130.00	FRANKLIN AIR CONDITIONING	Maint/Oper Service Agreements			7/31/2012
13-P0139141	4,428.00	KONE INC	Maint/Oper Service Agreements			7/31/2012
13-P0139142	2,508.00	GMS ELEVATOR	Maint/Oper Service Agreements			7/31/2012
13-P0139143	1,620.00	WESTERN PACIFIC SVCS	Maint/Oper Service Agreements			7/31/2012
13-P0139144	1,018.08	CR & R INC	Contracted Services			7/31/2012
13-P0022796	10,984.00	RITE-WAY ROOF CORP	Contracted Repair Services			7/19/2012
13-P0023144	1,900.00	KONE INC	Contracted Repair Services			7/9/2012
13-P0023149	2,181.00	GMS ELEVATOR	Contracted Repair Services			7/9/2012
13-P0023292	1,653.93	SCHOOL DATEBOOKS	Supplies Paid for Students	SP		7/3/2012
		Grand Total: \$ 5,364,754.14				

Legend: * = Multiple Accounts for this P.O. SP = Special Project

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 29, 2012 THROUGH JULY 31, 2012
BOARD MEETING OF AUGUST 20, 2012**

P.O. #	Amount	Description	Department	Comment
13-P0023286	\$27,489.00	Annual accreditation fee for Santa Ana College	SAC-Academic Affairs	
12-P0023361	\$16,532.90	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: May 10, 2010
12-P0023363	\$57,501.50	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: April 21, 2008
12-P0023366	\$20,621.00	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: June 30, 2008
12-P0023373	\$17,945.30	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: May 27, 2008
12-P0023376	\$37,869.50	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: December 10, 2007
12-P0023451	\$41,555.22	Consulting services related to Datatel's maintenance of position control and position budgeting module	DO-ITS	Board approved: March 14, 2011
13-P0023453	\$15,000.00	Blanket PO for miscellaneous supplies, vaccines and medicines for the Health Center at Santa Ana College	SAC-Health Center	
13-P0023523	\$28,798.80	Optional excess liability insurance premium for 2012-13 fiscal year	DO-Risk Management	
13-P0023526	\$425,000.00	Consulting, investigative & research services of various projects that are in DSA for processing and provide assistance and oversight various district construction projects	DO-Facility Planning	Board approved: May 14, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 29, 2012 THROUGH JULY 31, 2012
BOARD MEETING OF AUGUST 20, 2012**

P.O. #	Amount	Description	Department	Comment
12-P0023547	\$15,673.40	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: June 30, 2008
12-P0023549	\$116,429.25	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: May 12, 2008
12-P0023551	\$31,848.90	Instructional hours for Fire Technology training for Fall 2011	SAC-Fire Technology	Board approved: January 22, 2008
13-P0023606	\$104,189.60	Dell computers and related components	OEC	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009
13-P0023607	\$670,427.00	ASCIP Core programs and Ancillary premiums for 2012-2013 fiscal year	DO-Risk Management	Board approved: September 11, 2006
13-P0023624	\$31,891.00	Annual membership fee to Community College League of California for 2012-2013 fiscal year	DO-Chancellor's Office	
13-P0023664	\$113,050.00	Concrete landing repair project at Santa Ana College	DO-Facility Planning	Bid #1196 Approved under Resolution 12-34 - Delegation of Authority to Award Informal Contracts
13-P0023724	\$15,579.00	Annual membership fee to Accrediting Commission Community and Junior Colleges for 2012-2013 fiscal year	SCC-Administrative Services	
13-P0023726	\$77,000.00	Consulting services to assist in the areas of government and community relations and various projects for 2012-2013 fiscal year	DO-Chancellor's Office	Board approved: July 23, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 29, 2012 THROUGH JULY 31, 2012
BOARD MEETING OF AUGUST 20, 2012**

P.O. #	Amount	Description	Department	Comment
13-P0023732	\$16,553.16	Network switches and various media converters	DO-ITS	Received Quotations: 1) *Gemini Computers 2) B&B Computer Products 3) DI Technology Group 4) CDW-G *Successful Bidder
13-P0139010	\$53,528.00	Annual renewal for various software support and licenses	DO-ITS	Board approved: June 18, 2012
13-P0139011	\$27,720.00	Annual renewal for threat prevention and URL filtering subscription and ACVT Direct premium support	DO-ITS	Board approved: June 18, 2012
13-P0139012	\$284,140.00	Annual maintenance and licenses renewal for Colleague (Core, Student, H/R and Financial modules)	DO-ITS	Board approved: June 18, 2012
13-P0139013	\$40,450.00	Annual maintenance and licenses renewal for third party application server and official payments E-commerce	DO-ITS	Board approved: June 18, 2012
13-P0139014	\$248,761.00	Annual license renewal for Blackboard distance learning package	DO-ITS	Board approved: June 18, 2012
13-P0139016	\$19,434.00	Annual renewal for ImageNow and CaptureNow licenses	DO-ITS	Board approved: June 18, 2012
13-P0139017	\$25,703.00	Annual software licenses and support renewal for CCCapply applications and BOG fee waiver for Santa Ana College and Santiago Canyon College	DO-ITS	Board approved: June 18, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 29, 2012 THROUGH JULY 31, 2012
BOARD MEETING OF AUGUST 20, 2012**

P.O. #	Amount	Description	Department	Comment
13-P0139018	\$123,493.80	Annual hardware/software maintenance and support renewal for HP servers and Storage Area Network (SAN)	DO-ITS	Board approved: June 18, 2012
13-P0139019	\$24,311.47	Annual hardware/software maintenance and support renewal for storage and fiber switches	DO-ITS	Board approved: June 18, 2012
13-P0139029	\$48,186.00	Annual license renewal for various District software applications	DO-ITS	Board approved: June 18, 2012
13-P0139030	\$60,000.00	Annual software support for Dynamic Web Suite for Santa Ana College, Santiago Canyon College and District websites and District intranet	DO-ITS	Board approved: June 18, 2012
13-P0139031	\$72,000.00	Annual renewal for Remote Service Provision (RSP) for District websites	DO-ITS	Board approved: June 18, 2012
13-P0139032	\$83,760.00	Annual sports field maintenance service for (2) soccer fields and (1) softball field at Santiago Canyon College	SCC-Administrative Services	Bid #1192 Board approved: June 18, 2012
13-P0139038	\$20,760.00	Annual parking lot sweeping services for Santiago Canyon College and Orange Education Center	SCC-Administrative Services	Bid #1082 Board approved: May 27, 2008
13-P0139039	\$37,080.00	Year-to-year lease of portable classrooms located at Santiago Canyon College	DO-Facility Planning	Board approved: June 18, 2012
13-P0139041	\$19,054.73	Loyalty maintenance plan for Voyager software	SAC-Library	Board approved: June 18, 2012
13-P0139043	\$164,342.37	Second year of a 5-year lease of Xerox copier model 6155PMC	OEC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 29, 2012 THROUGH JULY 31, 2012
BOARD MEETING OF AUGUST 20, 2012**

P.O. #	Amount	Description	Department	Comment
13-P0139055	\$25,200.00	Lease of Santora building located at 207 North Broadway, Ste. Q, Santa Ana, CA 92706	SAC-Fine and Performing Arts	Board approved: May 23, 2011
13-P0139061	\$17,167.00	Annual hosting fee for recruitment & applicant tracking data	DO-Human Resources	Board approved: July 25, 2011
13-P0139082	\$35,267.73	Third year of a 5-year lease of Xerox copier model D260XC	OEC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006
13-P0139092	\$16,663.02	Second year of a 5-year lease of Xerox copier model 4112CP	SCC-Copy Center	Leased from Western States Contracting Alliance (WSCA) MPA #1715, Contract #7-09-36-06 Board approved: June 21, 2010
13-P0139116	\$82,820.00	Instructional agreement for vocational skills training	CEC	Board approved: June 18, 2012
13-P0139117	\$311,080.00	Instructional agreement for basic skills training	CEC	Board approved: June 18, 2012
13-P0139134	\$52,420.00	Lease of facility for Child Development Center located at 1510 North Parton St., Santa Ana, CA 92706	DO-Child Development Services	Board approved: July 23, 2012
13-P0139140	\$19,130.00	Annual maintenance service of HVAC systems at Santiago Canyon College	SCC-Administrative Services	Bid #1159 Board approved: June 21, 2010

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: August 20, 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>
1. College Assistance Migrant Program (CAMP) – Year 1 (SCC) Year one of a five-year grant from the U. S. Department of Education to assist migrant students to complete their first academic year of college and to continue in postsecondary education. (12/13). No match requirement.	6/28/2012	\$425,000
2. Early Head Start Expansion (District) – <i>Augmentation</i> Grant award from the U.S. Department of Health and Human Services, Administration for Children and Families, to support enrollment of children and families into Early Head Start programs. Under Amendment 2, the RSCCD EHS received a performance extension to new end date of December 31, 2012, and an augmentation to continue program operations and training. (12/13). <div style="margin-left: 40px;"> Operations Budget \$444,699 Training & Technical Assistance \$11,117 </div>	7/12/2012	\$455,816
Match requirement at \$113,954 (20% of total award) consisting of \$71,027 in-kind contribution from state funded Child Development Centers #2120, and \$42,927 unclaimed indirect.		
3. NSF TEST:UP – Year 5 (SAC) Sub-award for the last year of a five-year grant to California State University of Fullerton from the National Science Foundation that includes Santa Ana College and Mt. San Antonio College for a collaborative program with the ultimate goal of increasing the number of transfers and graduates in science, technology, engineering and math (STEM) programs. (12/13). No match requirement.	7/1/2012	\$131,887

Fiscal Impact: \$1,771,060	Board Date: August 20, 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>
4. Paraprofessional Teacher Training Program (SAC/SCC) Sub-award from the Orange County Department of Education to provide services for youth 17-24 to introduce them to and prepare them for teaching professions. (12/13). No match requirement. SAC \$15,000 SCC \$15,000	7/1/2012	\$30,000
5. Seeds to Trees - Digital Media Training (District) Sub-award from the Santa Ana Library for RSCCD's Corporate Training Institute to provide digital media training in graphic design, website design, scriptwriting, video production, digital music and marketing for twenty at risk youth. (12/13). No match requirement.	7/1/2012	\$88,830
6. Talent Search – Year 4 (SAC) Year four of a five-year grant from the U.S. Department Of Education to increase retention, graduation, and college-going rates of Santa Ana's 8 th – 12 th grade students. (12/13). No match requirement.	7/1/2012	\$320,832
7. Upward Bound – Year 1 (SAC) Year one of a five-year grant from the U.S. Department of Education to increase high school graduation rates, increase competency in college preparatory classes, and increase university entrance rates. (12/13). No match requirement.	7/1/2012	\$291,663
8. Youth STEM – Santa Ana WIB (District) Sub-award from the Workforce Investment Board for RSCCD's Corporate Training Institute to provide customer service occupational training for twenty youth participants. (12/13). No match requirement.	7/1/2012	\$27,032

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: \$1,771,060	Board Date: August 20, 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 # 1251

NAME: CAMP II (College Assistance Migrant Program) - Santiago Canyon College (Yr. 1)

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 07/01/12 to 06/30/13
 CONTRACT INCOME: \$425,000
 CFDA #: 84.149A; Award # S149A120017

PROJ. ADM. John Hernandez
 Interim PROJ. DIR. Deisy Covarrubias

Date: 8/09/12

GL Accounts	Description	Debit	Credit
1251 CAMP II - SCC Yr 1			
12-1251-000000-20000-8199	Other Federal Revenues : Santiago Canyon Coll	-	395,589
12-1251-000000-50000-8199	Other Federal Revenues : District Operations	-	29,411
12-1251-493010-29325-1310	Part-Time Instructors : Counseling	9,289	
12-1251-493010-29325-3111	STRS - Instructional : Counseling	766	
12-1251-493010-29325-3321	Medicare - Instructional : Counseling	135	
12-1251-493010-29325-3331	PARS - Instructional : Counseling	-	
12-1251-493010-29325-3431	H & W - Retiree Fund Inst : Counseling	93	
12-1251-493010-29325-3511	SUI - Instructional : Counseling	150	
12-1251-493010-29325-3611	WCI - Instructional : Counseling	223	
12-1251-631000-29325-1430	Part-Time Counselors : Counseling	39,707	
12-1251-631000-29325-3115	STRS - Non-Instructional : Counseling	3,276	
12-1251-631000-29325-3325	Medicare - Non-Instructional : Counseling	576	
12-1251-631000-29325-3335	PARS - Non-Instructional : Counseling	-	
12-1251-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	397	
12-1251-631000-29325-3515	SUI - Non-Instructional : Counseling	639	
12-1251-631000-29325-3615	WCI - Non-Instructional : Counseling	953	
12-1251-649000-29905-2130	Classified Employees : Student Development Of	42,891	
12-1251-649000-29905-2320	Classified Employees - Hourly : Student Devel	106,111	
12-1251-649000-29905-3215	PERS - Non-Instructional : Student Developmen	17,012	
12-1251-649000-29905-3315	OASDHI - Non-Instructional : Student Developm	9,406	
12-1251-649000-29905-3325	Medicare - Non-Instructional : Student Develo	2,200	
12-1251-649000-29905-3415	H & W - Non-Instructional : Student Developme	13,408	
12-1251-649000-29905-3435	H & W - Retiree Fund Non-Inst : Student Devel	1,517	
12-1251-649000-29905-3515	SUI - Non-Instructional : Student Development	2,442	
12-1251-649000-29905-3615	WCI - Non-Instructional : Student Development	3,641	
12-1251-649000-29905-3915	Other Benefits - Non-Instruct : Student Devel	2,700	
12-1251-649000-29905-4310	Instructional Supplies : Student Development	5,100	
12-1251-649000-29905-4610	Non-Instructional Supplies : Student Developm - Office supplies (\$5,000) - Recruitment supplies (\$4,000) - Parent Orientation (\$3,500/2) - MaPa Parent Group (\$5,000/2)	13,250	
12-1251-649000-29905-4710	Food and Food Service Supplies : Student Deve - Year end Banquet (\$6,000) - Parent Orientation (\$3,500/2) - MaPa Parent Group (\$5,000/2)	10,250	
12-1251-649000-29905-5100	Contracted Services : Student Development Off	7,000	
12-1251-649000-29905-5220	Mileage/Parking Expenses : Student Developmen	2,000	
12-1251-649000-29905-5300	Inst Dues & Memberships : Student Development	1,200	
12-1251-649000-29905-5904	Other Participant Prog Svc/Exp : Student Deve - CAMP Planning Summer Bridge (\$10,500) - Cultural Activities (\$7,500)	18,000	
12-1251-649000-29905-5905	Other Participant Travel Exp : Student Develo - All staff Professional Development (\$5,340) - CAMP Statewide Leadership Conference (\$5,455)	10,795	

SPECIAL PROJECT DETAILED BUDGET # 1251
NAME: CAMP II (College Assistance Migrant Program) - Santiago Canyon College (Yr. 1)
FISCAL YEAR: 2012/13

CONTRACT PERIOD: 07/01/12 to 06/30/13
 CONTRACT INCOME: \$425,000
 CFDA #: 84.149A; Award # S149A120017

PROJ. ADM. John Hernandez
 Interim PROJ. DIR. Deisy Covarrubias

Date: 8/09/12

GL Accounts	Description	Debit	Credit
12-1251-649000-29905-5925	Postage : Student Development Office	200	
12-1251-649000-29905-5940	Reproduction/Printing Expenses : Student Deve	3,000	
12-1251-649000-29905-5966	Transportation - Student : Student Developmen	5,000	
12-1251-649000-29905-6411	Equipment - Federal Progs >200 : Student Deve - computers, printers & scanners	11,052	
12-1251-672000-50000-5865	Indirect Costs : District Operations	29,411	
12-1251-675000-29905-5210	Conference Expenses : Student Development Off	9,285	
12-1251-732000-29905-7610	Books Paid for Students : Student Development - Book vouchers	27,950	
12-1251-732000-29905-7650	Stipends Paid to Students : Student Developme - Student Internships	13,975	
Total Project 1251 CAMP II - SCC Yr 1		425,000	425,000

SPECIAL PROJECT DETAILED BUDGET #1272
NAME: Early Head Start Expansion Operations (District)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 09/30/2011 - 12/31/2012
 FY 11/12 INCOME: 1,729,000
 FY 11/12 Expenses: **(1,316,567)**
 FY 12/13 CARRYOVER 412,433
 FY 12/13 Augmentior 444,699
FY 12/13 Total Income 857,132

PROJ. ADM. Enrique Perez
 PROJ. DIR. Dee Tucker
 Rev. Date: 8/8/2012

 CFDA No. 93.600
 Award No. 09CH9091/01

GL Account String					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
33	1272	000000	50000	8199	Other Federal Revenues : District Operations		857,132		857,132	0	
33	1272	672000	50000	5865	Indirect Costs : District Operations	32,967		32,967		0	
33	1272	675000	53329	5210	Conference Expenses : EHS Administration	0		0		0	
33	1272	692000	53328	1210	Academic Management : EHS Santa Ana College MacKenney, Veronica @ 30%	13,793		13,793		0	
33	1272	692000	53328	1270	Child Development Teachers : EHS Santa Ana College -Master Teachers each @ 25% : Daisy Castaneda, Luz Cordoba, Margaret Humphreys, Imelda Iniguez, Colleen Mangali, Cheryl Owens, Keo Salinas, Sandra Shinn	47,884		47,884		0	
33	1272	692000	53328	1470	Part-Time Child Dev Teachers : EHS Santa Ana College 4 hours 8 teachers	719		719		0	
33	1272	692000	53328	1471	Substitute Child Development Teacher - Maria Gonzalez ; Ellen Olsen	14,000		14,000		0	
33	1272	692000	53328	2130	Classified Employees : EHS Santa Ana College Mata, Isabel @ 50%	12,554		12,554		0	
33	1272	692000	53328	2310	Classified Employees - Ongoing : EHS Santa Ana Coll Part-time Custodian - Garcia, Celia	7,592		7,592		0	
33	1272	692000	53328	2320	Classified Employees - Hourly : EHS Santa Ana Colle -Child Development Beginning Teachers (8) Ponce, Pliego, Fausta 2 hours/week Garcia, Celia - extra hours	38,998		38,998		0	
33	1272	692000	53328	2340	Student Assistants - Hourly : EHS Santa Ana College(9)	24,232		24,232		0	
33	1272	692000	53328	3115	STRS - Non-Instructional : EHS Santa Ana College	6,561		6,561		0	
33	1272	692000	53328	3215	PERS - Non-Instructional : EHS Santa Ana College	9,108		6,752			2,356
33	1272	692000	53328	3315	OASDHI - Non-Instructional : EHS Santa Ana College	5,189		3,687			1,502
33	1272	692000	53328	3325	Medicare - Non-Instructional : EHS Santa Ana Colleg	2,365		2,014			351
33	1272	692000	53328	3335	PARS - Non-Instructional: EHS Santa Ana College	0		0		0	
33	1272	692000	53328	3415	H & W - Non-Instructional : EHS Santa Ana College	24,567		24,572			5

6.1 (5)

FY 12/13 Augmentation Budget
 Prepared by: Maria Gil
 Carryover by: Cherie Ericson

SPECIAL PROJECT DETAILED BUDGET #1272
NAME: Early Head Start Expansion Operations (District)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 09/30/2011 - 12/31/2012
 FY 11/12 INCOME: 1,729,000
 FY 11/12 Expenses: **(1,316,567)**
 FY 12/13 CARRYOVER 412,433
 FY 12/13 Augmentior 444,699
FY 12/13 Total Income 857,132

PROJ. ADM. Enrique Perez
 PROJ. DIR. Dee Tucker
 Rev. Date: 8/8/2012
 CFDA No. 93.600
 Award No. 09CH9091/01

GL Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
33	1272	692000	53328	3435	H & W - Retiree Fund Non-Inst : EHS Santa Ana Colle	1,632		1,632		0	
33	1272	692000	53328	3515	SUI - Non-Instructional : EHS Santa Ana College	2,630		2,240			390
33	1272	692000	53328	3615	WCI - Non-Instructional : EHS Santa Ana College	3,915		3,915		0	
33	1272	692000	53328	3915	Other Benefits - Non-Instruct : EHS Santa Ana Colle	3,447		3,447		0	
33	1272	692000	53328	4310	Instructional Supplies : EHS Santa Ana College	1,500		1,500		0	
33	1272	692000	53328	4610	Non-Instructional Supplies : EHS Santa Ana College	1,500		1,500		0	
33	1272	692000	53328	4710	Food and Food Service Supplies : EHS Santa Ana Coll	2,800		2,800		0	
33	1272	692000	53328	5100	Contracted Services : APCO; Immel signage	0		0		0	
33	1272	692000	53329	1210	Academic Management : EHS Administration Tucker, Dee @ 25% Pham, MyLe @ 100% Van, Connie @ 100%	72,452		73,177		725	
33	1272	692000	53329	1270	Child Development Teachers : EHS Administration -Teachers/Homebase Parent Educators each @ 100% : Marybel Arreguin, Catherine Candela, Isela Cervantes, Alicia Ramirez, Sandra Santamaria	87,084		87,084		0	
33	1272	692000	53329	1470	Part-Time Child Dev Teachers : Home Visitors 4 hours 5 teachers	440		440		0	
33	1272	692000	53329	1471	Sub Child Dev Teachr-Shortterm : EHS Administration Maria Gonzales	2,660		2,660		0	
33	1272	692000	53329	2130	Classified Employees : EHS Administration Lugo, Laurene @ 10% Mills, Amy @ 90% Ericson, Cherie @ 45% Admin Clerk @100% - 3 months	55,353		55,353		0	
33	1272	692000	53329	2310	Classified Employees - Ongoing : EHS Administration Campos, Griselda	3,094		3,094		0	
33	1272	692000	53329	2320	Classified Employees - Hourly : EHS Administration Campos, Griselda (s/t)	2,231		2,231		0	

6.1 (6)
 FY 12/13 Augmentation Budget
 Prepared by: Maria Gil
 Carryover by: Cherie Ericson

SPECIAL PROJECT DETAILED BUDGET #1272
NAME: Early Head Start Expansion Operations (District)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 09/30/2011 - 12/31/2012
 FY 11/12 INCOME: 1,729,000
 FY 11/12 Expenses: **(1,316,567)**
 FY 12/13 CARRYOVER 412,433
 FY 12/13 Augmentior 444,699
FY 12/13 Total Income 857,132

PROJ. ADM. Enrique Perez
 PROJ. DIR. Dee Tucker
 Rev. Date: 8/8/2012

 CFDA No. 93.600
 Award No. 09CH9091/01

GL Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
33	1272	692000	53329	3115	STRS - Non-Instructional : EHS Administration	14,032		14,092		60	
33	1272	692000	53329	3215	PERS - Non-Instructional : EHS Administration	6,628		6,927		299	
33	1272	692000	53329	3315	OASDHI - Non-Instructional : EHS Administration	3,857		3,857		0	
33	1272	692000	53329	3325	Medicare - Non-Instructional : EHS Administration	3,371		3,381		10	
33	1272	692000	53329	3415	H & W - Non-Instructional : EHS Administration	67,356		67,508		152	
33	1272	692000	53329	3435	H & W - Retiree Fund Non-Inst : EHS Administration	2,321		2,329		8	
33	1272	692000	53329	3515	SUI - Non-Instructional : EHS Administration	3,742		3,754		12	
33	1272	692000	53329	3615	WCI - Non-Instructional : EHS Administration	5,577		5,595		18	
33	1272	692000	53329	3915	Other Benefits - Non-Instruct : EHS Administration	9,010		9,010		0	
33	1272	692000	53329	4310	Instructional Supplies : EHS Administration -Homebase instructional supplies	3,000		3,000		0	
33	1272	692000	53329	4610	Non-Instructional Supplies : EHS Administration -Office and Homebase	2,000		2,000		0	
33	1272	692000	53329	4710	Food and Food Service Supplies : EHS Administration - Office and Homebase	2,000		2,000		0	
33	1272	692000	53329	5100	Contracted Services : EHS Administration	241,175		244,485		3,310	
33	1272	692000	53329	5220	Mileage/Parking Expenses : EHS Administration	2,021		2,021		0	
33	1272	692000	53329	5300	Inst Dues & Memberships : EHS Administration	3,000		3,000		0	
33	1272	692000	53329	5845	Excess/Copies Useage : EHS Administration	3,400		3,400		0	
33	1272	692000	53329	5940	Reproduction/Printing Expenses : EHS Administration	1,875		1,875		0	
33	1272	692000	53329	6411	Equipment - Federal Progs >200 : EHS Administration	1,500		1,500		0	
#1272 Total - EHS Expansion Operations						857,132	857,132	857,132	857,132	4,599	4,599

6.1 (7)

SPECIAL PROJECT DETAILED BUDGET #1277
NAME: Early Head Start Expansion Training & Technical Assistance (District)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 09/30/2011 - 12/31/2012
 FY 11/12 INCOME: 43,225
 FY 11/12 Expenses: (23,703)
 FY 12/13 CARRYOVER 19,522
 FY 12/13 Augmentation: 11,117
FY 12/13 Total Income 30,639

PROJ. ADM. Enrique Perez
 PROJ. DIR. Dee Tucker
 Rev. Date: 08/09/2012
 CFDA No. 93.600
 Award No. 09CH9091/01

GL Account String					Existing Budget		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit
33	1277	000000	50000	8199	Other Federal Revenues : District Operations		30,639
33	1277	672000	50000	5865	Indirect Costs : District Operations	1,178	
33	1277	675000	53329	5210	Conference Expenses : EHS Administration	4,400	
33	1277	692000	53329	4710	Food and Food Service Supplies : EHS Administratio	1,840	
33	1277	692000	53329	5100	Contracted Services : EHS Administration	23,221	
					#1277 Total - EHS T & TA	30,639	30,639

SPECIAL PROJECT DETAILED BUDGET: #1603

NAME: NSF - TEST:UP - Yr. 5

FISCAL YEAR: 2012/13

CONTRACT PERIOD: 07/01/12 - 06/30/13

Interim PROJ. ADM. Rebecca Miller

CONTRACT INCOME: \$131,877

CFDA #: 47.076 ; Award # DUE-0757113

Date: 08/09/12

(subaward # S-4388-SAC)

GL Account	Description	Debit	Credit
1603 NSF - TEST:UP			
12-1603-000000-10000-8199	Other Federal Revenues : Santa Ana College		103,835
12-1603-000000-50000-8199	Other Federal Revenues : District Operations		28,052
12-1603-040100-16410-2420	Inst Assistant - Hourly : Biology	30,960	
12-1603-040100-16410-3211	PERS - Instructional : Biology	530	
12-1603-040100-16410-3311	OASDHI - Instructional : Biology	288	
12-1603-040100-16410-3321	Medicare - Instructional : Biology	449	
12-1603-040100-16410-3331	PARS - Instructional : Biology	402	
12-1603-040100-16410-3431	H & W - Retiree Fund Inst : Biology	310	
12-1603-040100-16410-3511	SUI - Instructional : Biology	498	
12-1603-040100-16410-3611	WCI - Instructional : Biology	743	
12-1603-040100-16410-1483	Beyond Contr - Reassigned Time : Biology	10,994	
12-1603-040100-16410-3115	STRS - Non-Instructional : Biology	907	
12-1603-040100-16410-3325	Medicare - Non-Instructional : Biology	159	
12-1603-040100-16410-3435	H & W - Retiree Fund Non-Inst : Biology	110	
12-1603-040100-16410-3515	SUI - Non-Instructional : Biology	177	
12-1603-040100-16410-3615	WCI - Non-Instructional : Biology	264	
12-1603-040100-16410-5940	Reproduction/Printing Expenses : Biology	840	
12-1603-170100-16201-1483	Beyond Contr - Reassigned Time : Mathematics	10,994	
12-1603-170100-16201-1484	Int/Sum Beynd Contr-Reassigned : Mathematics	3,560	
12-1603-170100-16201-3115	STRS - Non-Instructional : Mathematics	1,201	
12-1603-170100-16201-3325	Medicare - Non-Instructional : Mathematics	211	
12-1603-170100-16201-3435	H & W - Retiree Fund Non-Inst : Mathematics	146	
12-1603-170100-16201-3515	SUI - Non-Instructional : Mathematics	234	
12-1603-170100-16201-3615	WCI - Non-Instructional : Mathematics	349	
12-1603-611000-16410-4210	Books, Mags & Ref Mat, Non-Lib : Biology	300	
12-1603-611000-16410-4310	Instructional Supplies : Biology	4,750	
12-1603-631000-15310-1430	Part-Time Counselors : Counseling	22,149	
12-1603-631000-15310-3115	STRS - Non-Instructional : Counseling	1,828	
12-1603-631000-15310-3325	Medicare - Non-Instructional : Counseling	321	
12-1603-631000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	222	
12-1603-631000-15310-3515	SUI - Non-Instructional : Counseling	357	
12-1603-631000-15310-3615	WCI - Non-Instructional : Counseling	532	
12-1603-672000-50000-5865	Indirect Costs : District Operations	28,052	
12-1603-675000-16410-5210	Conference Expenses : Biology	5,400	
12-1603-732000-16410-7610	Books Paid for Students : Biology	3,650	
Total Project 1603 NSF - TEST:UP		131,887	131,887
	Total Direct Cost	103,835	
	Participants support costs	3,650	
	Modified Direct cost	100,185	
	Indirect cost (28%)	28,052	
		131,887	

SPECIAL PROJECT DETAILED BUDGET # 2512
NAME: Paraprofessional Teacher Training Program (PTTP) - Santa Ana College
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013
 CONTRACT INCOME: \$15,000

PROJ. ADM. Micki Bryant
 PROJ. DIR. Steve Bautista

Agreement No. 38499
 Sub-award from O.C. Department of Education for PTTP Instructional Services Program

Date: 08/08/2012

Datatel Account String					Description	New Budget	
Fd	Prj	Tops	Dept	Code		Debit	Credit
12	2512	000000	10000	8659	Other Reimb Categorical Allow :		15,000
12	2512	649000	15330	4610	Non-Instructional Supplies : Center for Teacher Edu	200	
12	2512	649000	15330	4710	Food and Food Service Supplies : Center for Teacher	700	
12	2512	732000	15330	7610	Books Paid for Students : Center for Teacher Edu	6,000	
12	2512	732000	15330	7670	Other Exp Paid for Students : Center for Teacher Edu	8,100	
					Total - 2512 PTTP (SAC)	15,000	15,000

SPECIAL PROJECT DETAILED BUDGET # 2512
NAME: Paraprofessional Teacher Training Program (PTTP) - Santiago Canyon College
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/2012 - 06/30/2013
 CONTRACT INCOME: \$15,000

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Janis Perry

Agreement No. 38499
 Sub-award from O.C. Department of Education for PTTP Instructional Services Program

Date: 08/08/2012

Datatel Account String					Description	New Budget	
Fd	Prj	Tops	Dept	Code		Debit	Credit
12	2512	000000	20000	8659	Other Reimb Categorical Allow :		15,000
12	2512	649000	29345	4610	Non-Instructional Supplies : Pathways to Teaching	500	
12	2512	649000	29345	4710	Food and Food Service Supplies : Pathways to Teaching	700	
12	2512	649000	29345	5100	Contracted Services : Pathways to Teaching	500	
12	2512	732000	29345	7610	Books Paid for Students : Pathways to Teaching	10,000	
12	2512	732000	29345	7670	Other Exp Paid for Students : Pathways to Teaching	3,300	
Total - 2512 PTTP (SCC)						15,000	15,000

SPECIAL PROJECT DETAILED BUDGET #1643

NAME: Seeds to Trees - Digital Media Training

FISCAL YEAR: 2012/2013

CONTRACT TERM: 7/1/12 - 6/30/13

CONTRACT AMOUNT: \$88,830

Subaward: City of Santa Ana - Library

CFDA #: 17.259

PROJ ADM: Enrique Perez

PROJ DIR: Ruth Cossio-Muniz

DATE: 08/07/12

Account String	Description	New Budget	
		Debit	Credit
12-1643-000000-50000-8199	Other Federal Revenues		88,830
TOP Code: 689000 - Econ Dev & Other Com Svcs			
12-1643-689000-53360-2110	Classified Management - Contract: <i>Ruth Cossio-Muniz Sept. '11 - June '11</i>	39,524	
12-1643-689000-53360-2320	Classified - Short-Term Hourly	12,000	
12-1643-689000-53360-3215	PERS - Non-Instructional	4,512	
12-1643-689000-53360-3315	OASDHI - Non-Instructional	2,450	
12-1643-689000-53360-3325	Medicare - Non-Instructional	747	
12-1643-689000-53360-3335	PARS - Non-Instructional	156	
12-1643-689000-53360-3415	Health & Welfare - Non-Instructional	7,562	
12-1643-689000-53360-3435	H & W Ret Fnd - Non-Instructional	515	
12-1643-689000-53360-3515	SUI - Non-instructional	830	
12-1643-689000-53360-3615	WCI - Non-Instructional	1,237	
12-1643-689000-53360-3915	Other Benefits - Non-Instructional	1,019	
12-1643-689000-53360-4210	Textbooks	5,000	
12-1643-689000-53360-4310	Supplies - Instructional	3,000	
12-1643-689000-53360-4610	Supplies - Non-Instructional	861	
12-1643-689000-53360-5100	Contracted Services	6,000	
	Direct Costs	85,413	
12-1643-689000-50000-5865	Indirect (4% of direct costs)	3,417	
	Total Costs	88,830	88,830

SPECIAL PROJECT DETAILED BUDGET # 1698

NAME: Talent Search - Year 4

FISCAL YEAR: 2012/13 & 2013/14

CONTRACT PERIOD: 9/1/12 to 8/31/13

PROJ. ADM. Lilia Tanakeyowma

CONTRACT INCOME: \$320,832

PROJ. DIR. Marco Ramirez

CFDA #: 84.044A; Award # P044A090630

Date: 8/9/12

GL Accounts	Description	Debit	Credit
12-1698-000000-50000-8120	Higher Education Act : District Operations		23,765
12-1698-672000-50000-5865	Indirect Costs : District Operations	23,765	
12-1698-000000-10000-8120	Higher Education Act : Santa Ana College		297,067
12-1698-649000-19565-1250	Contract Coordinator : Talent Search	86,804	
12-1698-649000-19565-1252	Contract Extension-Coordinator : Talent Searc - 30 days contract extension	12,871	
12-1698-649000-19565-2130	Classified Employees : Talent Search	66,269	
12-1698-649000-19565-2310	Classified Employees - Ongoing : Talent Searc	16,111	
12-1698-649000-19565-2320	Classified Employees - Hourly : Talent Search	27,990	
12-1698-649000-19565-3115	STRS - Non-Instructional : Talent Search	8,326	
12-1698-649000-19565-3215	PERS - Non-Instructional : Talent Search	10,334	
12-1698-649000-19565-3315	OASDHI - Non-Instructional : Talent Search	5,449	
12-1698-649000-19565-3325	Medicare - Non-Instructional : Talent Search	2,968	
12-1698-649000-19565-3335	PARS - Non-Instructional : Talent Search	1,480	
12-1698-649000-19565-3415	H & W - Non-Instructional : Talent Search	42,253	
12-1698-649000-19565-3435	H & W - Retiree Fund Non-Inst : Talent Search	2,283	
12-1698-649000-19565-3515	SUI - Non-Instructional : Talent Search	3,626	
12-1698-649000-19565-3615	WCI - Non-Instructional : Talent Search	4,487	
12-1698-649000-19565-3915	Other Benefits - Non-Instruct : Talent Search	2,600	
12-1698-649000-19565-4610	Non-Instructional Supplies : Talent Search	500	
12-1698-649000-19565-4710	Food and Food Service Supplies : Talent Searc	500	
12-1698-649000-19565-5100	Contracted Services : Talent Search	50	
12-1698-649000-19565-5220	Mileage/Parking Expenses : Talent Search	50	
12-1698-649000-19565-5630	Maint Contract - Office Equip : Talent Search	250	
12-1698-649000-19565-5805	Awards & Incentives : Talent Search	100	
12-1698-649000-19565-5845	Excess/Copies Useage : Talent Search	50	
12-1698-649000-19565-5880	Internet Services : Talent Search	50	
12-1698-649000-19565-5940	Reproduction/Printing Expenses : Talent Searc	100	
12-1698-649000-19565-5966	Transportation - Student : Talent Search	1,167	
12-1698-675000-19565-5210	Conference Expenses : Talent Search	100	
12-1698-732000-19565-7620	Fees Paid for Students : Talent Search	300	
Total Project 1698 - Talent Search IV - Year 4		320,832	320,832

SPECIAL PROJECT DETAILED BUDGET # 1XXX

NAME: Upward Bound Program IV - Year 1

FISCAL YEAR: 2012/13 & 2013/14

CONTRACT PERIOD: 9/1/12 to 8/31/13

PROJ. ADM. Lilia Tanakeyowma

CONTRACT INCOME: \$291,663

PROJ. DIR. Romelia Madrigal

CFDA #: 84.047A; Award # P047A120951

Date: 8/8/12

GL Accounts	Description	Debit	Credit
12-1XXX-000000-50000-8120	Higher Education Act : District Operations		16,951
12-1XXX-672000-50000-5865	Indirect Costs : District Operations	16,951	
12-1XXX-000000-10000-8120	Higher Education Act : Santa Ana College		274,712
12-1XXX-499900-18200-1310	Part-Time Instructors : SAC Continuing Ed-Ins	4,414	
12-1XXX-499900-18200-1315	Int/Sum-Instructors,Part-Time : SAC Continuin	3,878	
12-1XXX-499900-18200-3111	STRS - Instructional : SAC Continuing Ed-Inst	684	
12-1XXX-499900-18200-3321	Medicare - Instructional : SAC Continuing Ed-	120	
12-1XXX-499900-18200-3431	H & W - Retiree Fund Inst : SAC Continuing Ed	83	
12-1XXX-499900-18200-3511	SUI - Instructional : SAC Continuing Ed-Instr	134	
12-1XXX-499900-18200-3611	WCI - Instructional : SAC Continuing Ed-Instr	199	
12-1XXX-649000-19575-1250	Contract Coordinator : Upward Bound	42,977	
12-1XXX-649000-19575-1252	Contract Extension-Coordinator : Upward Bound	8,495	
12-1XXX-649000-19575-2130	Classified Employees : Upward Bound	43,809	
12-1XXX-649000-19575-2320	Classified Employees - Hourly : Upward Bound	18,462	
12-1XXX-649000-19575-2340	Student Assistants - Hourly : Upward Bound	14,513	
12-1XXX-649000-19575-3215	PERS - Non-Instructional : Upward Bound	12,200	
12-1XXX-649000-19575-3315	OASDHI - Non-Instructional : Upward Bound	6,757	
12-1XXX-649000-19575-3325	Medicare - Non-Instructional : Upward Bound	1,678	
12-1XXX-649000-19575-3335	PARS - Non-Instructional : Upward Bound	33	
12-1XXX-649000-19575-3415	H & W - Non-Instructional : Upward Bound	20,439	
12-1XXX-649000-19575-3435	H & W - Retiree Fund Non-Inst : Upward Bound	1,302	
12-1XXX-649000-19575-3515	SUI - Non-Instructional : Upward Bound	1,863	
12-1XXX-649000-19575-3615	WCI - Non-Instructional : Upward Bound	3,167	
12-1XXX-649000-19575-3915	Other Benefits - Non-Instruct : Upward Bound	1,975	
12-1XXX-649000-19575-4610	Non-Instructional Supplies : Upward Bound	1,960	
12-1XXX-649000-19575-4710	Food and Food Service Supplies : Upward Bound	2,500	
12-1XXX-649000-19575-5100	Contracted Services : Upward Bound	53,730	
12-1XXX-649000-19575-5805	Awards & Incentives : Upward Bound	1,300	
12-1XXX-649000-19575-5905	Other Participant Travel Exp : Upward Bound	7,350	
12-1XXX-649000-19575-5966	Transportation - Student : Upward Bound	5,000	
12-1XXX-649000-19575-6414	Equipment - Software > \$1,000 : Upward Bound	1,500	
12-1XXX-675000-19575-5210	Conference Expenses : Upward Bound	4,340	
12-1XXX-732000-19575-7620	Fees Paid for Students : Upward Bound	750	
12-1XXX-732000-19575-7650	Stipends Paid to Students : Upward Bound	9,100	
	Upward Bound IV - Year 1	291,663	291,663

SPECIAL PROJECT DETAILED BUDGET #1722

NAME: Youth STEM - Santa Ana WIB

FISCAL YEAR: 2012/2013

CONTRACT TERM: 7/1/12 - 6/30/13

CONTRACT AMOUNT: \$27,032

Subaward: Youth Program at SAWIB

CFDA #: 17.259

PROJ ADM: Enrique Perez

PROJ DIR: Ruth Cossio-Muniz

DATE: 08/07/12

Account String	Description	New Budget	
		Debit	Credit
12-1722-000000-50000-8199	Other Federal Revenues		27,032
TOP Code: 689000 - Econ Dev & Other Com Svcs			
12-1722-689000-53360-2110	Classified - Management: <i>Ruth Cossio-Muniz 6% Sept. '12 - June '13</i>	4,000	
12-1722-689000-53360-2320	Classified - Short-Term Hourly (<i>Presenters</i>)	6,960	
12-1722-689000-53360-3215	PERS - Non-Instructional	457	
12-1722-689000-53360-3315	OASDHI - Non-Instructional	240	
12-1722-689000-53360-3325	Medicare - Non-Instructional	159	
12-1722-689000-53360-3335	PARS - Non-Instructional	90	
12-1722-689000-53360-3415	Health & Welfare - Non-Instructional	765	
12-1722-689000-53360-3435	H & W Ret Fnd - Non-Instructional	110	
12-1722-689000-53360-3515	SUI - Non-instructional	176	
12-1722-689000-53360-3615	WCI - Non-Instructional	263	
12-1722-689000-53360-3915	Other Benefits - Non-Instructional	103	
12-1722-689000-53360-4210	Books, Mags & Ref Mat, Non-Lib	2,000	
12-1722-689000-53360-4310	Supplies - Instructional	10,084	
12-1722-689000-53360-4610	Supplies - Non-Instructional	585	
12-1722-689000-53360-5100	Contracted Services	0	
	Direct costs	25,992	
12-1722-672000-50000-5865	Indirect (4% of direct costs)	1,040	
	Total costs	27,032	27,032

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 20, 2012
Re: Approval of Sub-Agreement between RSCCD and Academic Project Solutions	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Business Entrepreneurship Center Statewide Strategic HUB grant, #12-315-033, by the California Community Colleges Chancellor's Office, Economic and Workforce Development Program, to disseminate funds to promote development of new entrepreneurship courses and/or certificate of degree programs in Entrepreneurship and/or Small Business Management and to enhance and improve entrepreneurship courses.

ANALYSIS

Academic Project Solutions has been engaged as a partner in this project to catalog all previous Faculty Entrepreneurship Grant activities conducted in the prior year, identify faculty champions at each of the 112 colleges, oversee the 2012/2013 mini-grant program, assemble and coordinate an advisory group, and otherwise serve as a key partner in fulfilling the HUB's role as a mechanism to extend entrepreneurship education throughout the community colleges in the state.

Contract No. DO-12-2262-01 Amount: \$23,000 Performance Period: 9/1/2012 – 6/30/2013

Project Administrator is Enrique Perez. Project Director is Michael Roessler.

RECOMMENDATION

It is recommended that the board approve the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreement on behalf of the district.

Fiscal Impact: \$23,000	Board Date: August 20, 2012
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Academic Project Solutions**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Academic Project Solutions (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Business & Entrepreneurship Center Statewide Strategic Hubs” grant, (hereinafter “**Grant**”), #12-315-033, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Program, to disseminate funds to enhance the overall performance of the statewide Business & Entrepreneurship Center (BEC) Program. The Faculty Entrepreneurship Program is a program developed by the Business & Entrepreneurship Center Program.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the 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 purpose of the Faculty Entrepreneurship Program (FEP) is to enhance California community college enrollments by improving and increasing entrepreneurship courses, certificates and degrees and expanding entrepreneurship curriculum across disciplines. Contractor will: 1) Catalog all previous mini-grant activities per instructions from BEC Initiative Director; 2) Assist in identifying Faculty Champions at each of the 112 colleges; 3) Administer a Mini-Grant Program 3.0 designed to develop entrepreneurship courses and or cross-discipline low-unit certificate programs (such as combining welding with entrepreneurship); 4) Assemble and coordinate an advisory group, representing the ten Economic and Workforce Development (EWD) regions, to help support the direction of the mini-grant project; and 5) Attend and participate in the Entrepreneurship in Education Conference 2012 in Fresno on September 2012.

2. Period of Performance

The period of performance for this **Agreement** shall be from September 1, 2012 through June 30, 2013.

3. Total Cost

The total cost to **RSCCD** for performance of this **Agreement** shall not exceed \$23,000.

4. Reporting

SUBCONTRACTOR is responsible for completion and submission of a Final Narrative Summary Report by August 1, 2013.

5. 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.

6. 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.

7. 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.

8. Termination

Either party may terminate this Agreement, with or without cause upon sixty (60) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **GRANT** expenditures. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

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.

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:

Statewide Director, Business & Entrepreneurship Center Program
Michael Roessler
8918 Gulfport Way
Sacramento, CA 95826
(916) 361-2964
Roessler_michael@rscdd.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. 10/10 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 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

Academic Project Solutions

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Mike Foudy

Title: Business Operations/Fiscal Services

Title: Academic Project Solutions

Date: _____

Date: _____

Board Approval Date: August 20, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 20, 2012
Re: Approval of Second Amendment to Subcontract Agreement between RSCCD and CHOC/Help Me Grow for Early Head Start	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District received an Early Head Start Expansion grant from the United States Department of Health and Human Services Administration for Children and Families. The Early Head Start Program serves 140 children ages birth through three years old and their families, and pregnant mothers by providing comprehensive center- and home-based services.

ANALYSIS

Rancho Santiago Community College District's Early Head Start sub-recipient CHOC/Help Me Grow agrees that the performance in the funding period of September 30, 2011 through September 29, 2012 be extended through December 31, 2012.

The parties also agree to amend the Total Cost of the subcontract agreement.

DO-12-010.02 CHOC/Help Me Grow – from \$176,646 to \$210,120 (increased by \$33,474)

The project administrator is Enrique Perez and the project director is Dee Tucker.

RECOMMENDATION

It is recommended that the board approve the amendment and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the amendment on behalf of the district.

Fiscal Impact: \$33,474	Board Date: August 20, 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 AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CHOC CHILDREN'S**

Early Head Start (Grant No. 09CH9091/01)

This **SECOND AMENDMENT** is entered into this 20th day of August 2012, between Rancho Santiago Community College District (hereinafter "RSCCD") and CHOC CHILDREN'S on behalf of HELP ME GROW OC (hereinafter "SUBRECIPIENT") to amend that Agreement between the parties which commenced on September 30, 2011 and

WHEREAS, RSCCD received expansion funding of a grant entitled Early Head Start Expansion (Grant No. 09CH9091/01; CFDA No. 93.600) from the United States Department of Health and Human Services Administration for Children and Families (ACF) for the purpose of providing services to children and their families, and

WHEREAS, SUBRECIPIENT agreed to participate in the purpose of this grant; and RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

WHEREAS, the parties desire to amend the following:

NOW THEREFORE, it is mutually agreed by RSCCD and SUBRECIPIENT to modify the agreement term by extending the performance end date of **September 29, 2012** through **December 31, 2012**, and thereby increase the contract amount to **\$210,120** (Operating Budget at \$210,120 and Training and Technical Assistance Budget at \$0).

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

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this **SECOND AMENDMENT** to the Agreement to be executed as of this 20th day of August 2012.

**Rancho Santiago Community College
District**

CHOC CHILDREN'S

By: _____

By: _____

Name: Peter J. Hardash

Name: Debra Mathis

Vice Chancellor, Business

Title: Operations and Fiscal Services

Title: Chief Operating Officer

Date: _____

Date: _____

HELP ME GROW OC

By: _____

Name: Rebecca Hernandez, MSED

Title: Manager

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 20, 2012
Re: Approval of Sub-Agreement between RSCCD and Palo Alto Software	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Entrepreneurship Career Pathways Project grant, No. 10-172-055, by the California Community Colleges Chancellor's Office, Economic and Workforce Development Program, to disseminate funds to promote development of new entrepreneurship courses and/or certificate of degree programs in Entrepreneurship and/or Small Business Management and to enhance and improve entrepreneurship courses and programs that combine with Career Technical Education pathways.

ANALYSIS

Palo Alto Software has been engaged as a partner in this project to provide entrepreneurship curriculum, textbooks, software, and training and consultation for up to 150 faculty, as well as serving as a reviewer and judge for the 2012/13 Business Entrepreneurship Program business plan competition.

Contract No. DO-12-2287-12 Amount: \$100,000 Performance Period: 9/1/2012 – 12/31/2012

Project Administrator is Enrique Perez. Project Director is Michael Roessler.

RECOMMENDATION

It is recommended that the board approve the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreement on behalf of the district.

Fiscal Impact: \$100,000	Board Date: August 20, 2012
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Palo Alto Software***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Palo Alto Software (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded SB70 funds grant #10-172-055 (hereinafter “**Grant**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Program, to facilitate the expansion of entrepreneurship curriculum across California Community Colleges. The Faculty Entrepreneurship Program creates 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 **SUBCONTRACTOR** will address the project’s objective of expanding entrepreneurship education into in California community colleges throughout the state by providing the extensive resources and activities beyond their normal business operations as detailed in Exhibit A, and summarized below:
 - *Start, Run and Grow Your Business (SRG)* curriculum will be provided to up to 150 California Community College Faculty Members.
 - Provide five-year access to LivePlan (On-line Business Planning Tool)
 - Provide textbooks: *3 Weeks to Startup, The Plan As You Go Business Plan, The Art of the Start*
 - Provide consultation sessions at least twice during the project to familiarize faculty with the entrepreneurship curriculum and resources made available through the project.
 - Provide faculty access to the Best Practices Video Series to prepare faculty to attain a higher level of expertise in implementing a entrepreneurship program.
 - Enable faculty to extend access to textbooks with student packages to jump-start curriculum use in the classroom.
 - Provide use of LivePlan for 13 to 26 locations throughout California that participate in the regional and statewide Business Plan Competition.
 - Serve as a reviewer and judge for the BEC statewide Business Plan Competition.

2. Period of Performance

The period of performance for this Agreement shall be from September 1, 2012 through December 31, 2012.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$100,000.

4. Payment

50% of the \$100,000 will be provided to **SUBCONTRACTOR**, upon **RSCCD's** receipt of the fully executed Agreement and invoice for this disbursement. Equal payments of \$25,000 will be paid no later than October 15, 2012 and December 14, 2012. Invoices referencing the Agreement purchase order 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 January 31, 2013. 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. Termination

Either party may terminate this Agreement, with or without cause upon sixty (60) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of GRANT expenditures. In the event that such funding is terminated or reduced, RSCCD shall provide SUBCONTRACTOR with written notification of such determination.

10. 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.

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. 350
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

Palo Alto Software (Subcontractor)
Jason Gallic
488 East 11th Avenue
Suite 220
Eugene, OR 97401
(541) 284-1221
Jason@paloalto.com

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. 10/10 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 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

Palo Alto Software

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Sabrina Parsons

Title: Business Operations/Fiscal Services

Title: President

Date: _____

Date: _____

Board Approval Date: August 20, 2012

EXHIBIT A - Statement of Work

The SUBCONTRACTOR will provide the following services, resources and staff time for the project:

- **Provide Palo Alto Software's Start, Run and Grow Your Business (SRG) curriculum** will be provided to up to 150 California Community College Faculty Members (\$500 value per faculty member)
- **Five-year access to LivePlan (On-line Business Planning Tool)** (\$600 value per faculty member)
- **3 Text Books:** *3 Weeks to Startup, The Plan As You Go Business Plan, The Art of the Start* (\$30 value per faculty member)
- **Live Demos:** Palo Alto Software will schedule a minimum of 2 LivePlan demonstrations (webinars) that will be available to California Community College faculty. These will be detailed in nature, so that faculty will receive a thorough overview of the service. Ample time will be left for question and answer.
- **Best Practices Video Series:** Palo Alto Software will produce a minimum of 3 and a maximum of 5 videos designed to supplement the initial demo experience. These videos will cover LivePlan in detail as well as bridge the gap between LivePlan and the SRG curriculum. *Faculty Support value: (\$20,000)*

- **Student packages** (detailed below) provided for the students per faculty member to jump-start curriculum use in the classroom. Packages include:
 - 6 months' access to LivePlan (\$50 per student)
 - 3 Text Books: *3 Weeks to Startup, The Plan As You Go Business Plan, The Art of the Start* (\$30 value per student)
 - Student access to Palo Alto Software's Start, Run and Grow Your Business curriculum (student portal)
 - *Package value: \$80/each student*

- **Business Plan Competition** for the Youth Entrepreneurship Program (YEP) (regional Business Plan Competitions will begin in September of 2012 with Statewide competition in April 2013)
 - Use of LivePlan for each of our regional and statewide Business Plan Competition participants at 13 to 26 locations throughout California
 - Use framework established by PAS, including filtering and judging for the BEC Statewide Business Plan Competition

The significant portion of the SUBCONTRACTOR's Scope of Work is an in-kind contribution, as the value of the services and resources is four times the amount of the grant funds awarded through this sub-agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

To:	Board of Trustees	Date: August 20, 2012
Re:	Adoption of Resolution No. 12-48 in Support of Middle Class Scholarship Act 2012 (AB 1500 and AB 1501)	
Action:	Request for Action	

RECOMMENDATION

It is recommended to adopt Resolution No. 12-48 in support of the Middle Class Scholarship Act 2012 (AB 1500 - Corporation Taxes: Apportionment: Single Sales Factor: Middle Class Scholarship Fund and AB 1501 - Student Financial Aid: Middle Class Scholarship Program).

Fiscal Impact: None	Board Date: August 20, 2012
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Ryan Ahari, Student Trustee, RSCCD Board of Trustees	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Adoption of Resolution in Support of the Middle Class Scholarship Act 2012

Resolution No. 12-48

WHEREAS, California has long promised affordable higher education for students willing to work hard, a promise that helped spur innovation, prosperity, job growth and socio-economic mobility for decades. Yet, this promise is in jeopardy because of budget cuts that have slashed funding for California Community Colleges by more than \$800 million over the last 3 years and fees that have substantially increased 130% since 2006;

WHEREAS, financial aid programs including the Board of Governors Fee Waiver have aided a multitude of families to combat the rise in costs, yet middle class families who make too much to qualify for financial aid programs but too little to afford the higher fee levels, are forced to rely on staggering levels of student loans, enroll in fewer courses, or become discouraged and give up on the dream higher education;

WHEREAS, while California's investment in community colleges decreased and fees increased, corporate tax law changes in 2009 provided \$1 billion in annual tax breaks to out-of-state corporations to the disadvantage of California businesses; and

WHEREAS, John Pérez, Speaker of the Assembly, has introduced the Middle Class Scholarship Act (AB 1500 and AB 1501) - revenue neutral legislation that closes the \$1 billion tax benefit provided to out-of-state corporations, while slashing tuition at the University of California and California State University by two-thirds for families making less than \$150,000 a year and provides \$150 million to California Community Colleges to improve affordability;

NOW, THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District Board of Trustees strongly support the Middle Class Scholarship Act (AB 1500 and AB 1501) and any future legislation that wishes to close \$1 billion tax benefit provided to out-of-state corporations to make higher education more affordable;

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Rancho Santiago Community College District Board of Trustees strongly urges all State Assembly members and Senators to vote in support of the Middle Class Scholarship Act (AB 1500 - Corporation Taxes: Apportionment: Single Sales Factor: Middle Class Scholarship Fund and AB 1501 - Student Financial Aid: Middle Class Scholarship Program).

Dated this 20th day of August 2012.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees