

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, May 20, 2013
2323 North Broadway, #107
Santa Ana, CA 92706

District Mission

The mission of the Rancho Santiago Community College District is to provide quality educational programs and services that address the needs of our diverse students and communities.

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, and workforce development needs of our diverse community. Santa Ana College provides access and equity in a dynamic learning environment that prepares students for transfer, careers and lifelong intellectual pursuit in a global community.

Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, act, communicate and think critically. We are committed to maintaining standards of excellence and providing an accessible, a transferable, and an engaging education to a diverse community.

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of May 6, 2013

Action

1.6 Approval of Consent Calendar

Action

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

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

- 1.7 Recognition of Classified Staff by Board of Trustees
- 1.8 Adoption of Resolution No. 13-23 in Honor of Classified School Employee Week - May 19-25, 2013 Action
The administration recommends adoption of Resolution No. 13-23.
- 1.9 Presentation to 2012-2013 Student Trustee
- 1.10 Presentation on Assembly Bill 1725
- 1.11 Public Hearing – California School Employees Association Chapter 579 Initial Bargaining Proposal to Rancho Santiago Community College District
- 1.12 Public Hearing - Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579
- 1.13 Public Hearing - Faculty Association of Rancho Santiago Community College District Initial Bargaining Proposal to Rancho Santiago Community College District
- 1.14 Public Hearing - Rancho Santiago Community College District Initial Bargaining Proposal to Faculty Association of Rancho Santiago Community College District
- 1.15 Public Hearing – Adoption of Education Protection Account Funding and Expenditures

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

3.0 HUMAN RESOURCES

- 3.1 Management/Academic Personnel Action
 - Approval of New Job Descriptions
 - Approval of Appointments
 - Approval of Adjusted Salary Placement for Interim Assignments
 - Approval of Leaves of Absence
 - Approval of Stipends
 - Approval of Part-time Hourly Hires/Rehires

- 3.2 Classified Personnel Action
- Approval of New Appointments
 - Approval of Temporary to Contract Assignments
 - Approval of Professional Growth Increments
 - Approval of Voluntary Furloughs
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of Temporary to Hourly On Going Assignments
 - Approval of Changes in Positions
 - Approval of Temporary Assignments
 - Approval of Substitute Assignments
 - Approval of Instructional Associates/Associate Assistants
 - Approval of Student Assistant Lists

- 3.3 Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to Faculty Association of Rancho Santiago Community College District (FARSCCD) Action
- It is recommended that the board approve the district's initial bargaining proposal to FARSCCD.

- 3.4 Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to California School Employees Association (CSEA) Chapter 579 Action
- It is recommended that the board approve the district's initial bargaining proposal to the CSEA Chapter 579.

4.0 INSTRUCTION

- *4.1 Approval of CJA Agreement Renewal: Orange County Human Relations Council Action
- The administration recommends approval of the agreement with the Orange County Human Relations Council in Santa Ana, California.
- *4.2 Approval of CJA Agreement Renewal: Tustin Police Department Action
- The administration recommends approval of the agreement with Tustin Police Department in Tustin, California.
- *4.3 Approval of CJA Agreement Renewal: Costa Mesa Police Department Action
- The administration recommends approval of the agreement with Costa Mesa Police Department.

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

- *4.4 Approval of OTA Agreement Renewal: Orange County Therapy Services Action
The administration recommends approval of the agreement with Orange County Therapy Services in San Clemente, California.
- *4.5 Approval of OTA Agreement Renewal: Kedren Community Mental Health Center Action
The administration recommends approval of the agreement with Kedren Community Mental Health Center in Los Angeles, California.
- *4.6 Approval of OTA Agreement Renewal: Providence Health System Action
The administration recommends approval of the agreement with Providence Health System in Torrance, California.
- *4.7 Approval of OTA Agreement Renewal: County of Riverside Action
The administration recommends approval of the agreement with the County of Riverside in California.
- *4.8 Approval of New OTA Agreement: Desert Rehabilitation Institute Action
The administration recommends approval of the agreement with Desert Rehabilitation Institute in El Centro, California.
- *4.9 Approval of New OTA Agreement: Gentiva Health Services Action
The administration recommends approval of the agreement with Gentiva Health Services in El Centro, California.
- *4.10 Approval of Annual Memo of Understanding (MOU) with Regents of University of California/Puente Project for 2012-2013 and 2013-2014 Action
The administration recommends approval of the annual MOU for the ongoing agreement between the Regents of University of California/ Puente Project and Santa Ana College Puente Project for 2012-2013 and 2013-2014.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers during the month of April 2013.
- *5.3 Approval of Public Hearing – 2013-2014 Tentative Budget Action
The administration recommends the board hold a public hearing on the 2013-2014 Tentative Budget at the June 17, 2013, board meeting.

- *5.4 Approval of Additional Testing Services for Soccer Field and Road Alignment at Santa Ana College (SAC) Action
The administration recommends approval of additional testing services for the SAC soccer field and road alignment by Reliant Testing Engineers as presented.
- *5.5 Approval of Change Order #7 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College Action
The administration recommends approval of change order #7 for Bid #1179 for Los Angeles Engineering Inc. for the soccer field and football facilities at SAC as presented.
- *5.6 Approval of Notice of Completion: Fire Lane Improvements at Santa Ana College Orange County Sheriff’s Regional Training Academy Action
The administration recommends approval of the Notice of Completion for the fire lane improvements at the SAC Orange County Sheriff’s Regional Training Academy as presented.
- *5.7 Approval of Additional DSA Inspection Services for Humanities Building and Athletic/Aquatic Complex at Santiago Canyon College (SCC) Action
The administration recommends approval of the extension of services and cost increase for TYR I.O.R. Services to provide additional DSA mandated inspection services for the Humanities building and the Athletic/Aquatic complex at SCC as presented.
- *5.8 Approval of Architect Change Order for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of the architect change order for The Austin Company in the amount of \$19,600 as presented.
- *5.9 Approval of Change Order #9 for Bid #1141 – HVAC for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #9 for Bid #1141 for West Tech Mechanical for HVAC for the Humanities building at SCC as presented.
- *5.10 Approval of Notice of Completion: Upgrade Telephone and Data Cabling and Conduit at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for the replacement and repair of damaged conduit and telephone/data cabling at SCC as presented.
- *5.11 Approval of Agreement with Governet for CurricUNET Meta Upgrade at Santiago Canyon College Action
The administration recommends approval of the agreement with Governet for the CurricUNET meta upgrade at SCC as presented.

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

- *5.12 Approval of Bid #1207 – Parking Lot Sweeping Services Action
The administration recommends acceptance and approval of awarding the bid to Viejo Sweeping Services for parking lot sweeping services including renewals as presented.
- *5.13 Approval of Bid #1208 – Landscape Maintenance Services Action
The administration recommends acceptance and approval of awarding the bid to Tropical Plaza Nursery, Inc. for SCC, SCC-Orange Education Center, and Digital Media Center to provide landscape maintenance services as presented.
- *5.14 Approval of Rejection of Bid #1210 – EMC Avamar Hardware and Software Maintenance Action
The administration recommends approval of rejecting the bid for Bid #1210 – EMC Avamar Hardware and Software Maintenance and rebid as presented.
- *5.15 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period March 24, 2013, through May 4, 2013.

6.0 GENERAL

- 6.1 Adoption of Resolution No. 13-22 authorizing payment to Trustee Absent from Board Meetings Action
This resolution requests authorization of payment to Phillip E. Yarbrough for his absence from the May 6, 2013, board meeting due to illness.
- 6.2 Adoption of Resolution No. 13-24 in Support of LGBT History Month Action
Student Trustee Ahari recommends the board adopt Resolution No. 13-24.
- 6.3 Reports from Board Committees Information
 - Board Facilities Committee
- 6.4 Board Member Comments Information

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty

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

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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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.

- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on June 17, 2013.

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

Board of Trustees (Regular meeting)

Monday, May 6, 2013

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:35 p.m. by Ms. Arianna Barrios. Other members present were Ms. Claudia Alvarez, Mr. John Hanna, Mr. Larry Labrado, Mr. Jose Solorio, and Mr. Ryan Ahari. Ms. Nelida Mendoza Yanez arrived at the time noted. Mr. Phillip Yarbrough was not in attendance due to illness.

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

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Ahari, seconded by Mr. Hanna, and carried unanimously to approve an addendum for Item 3.2 (Classified Personnel).

1.4 Recognition of Santa Ana College School of Continuing Education - Association for Community and Continuing Education (ACCE) Participants

The board recognized Ms. Susan Gaer, Mr. Phil Garnett, Ms. Adrianna Gonzalez, Mr. Jarek Janio, Mr. Robert Jenkins, Mr. Nilo Lipiz, Ms. Melanie Mowrer, Ms. Patty Siguenza, Ms. Robin Storti, Mr. Frank Suarez, and Ms. Julia Vercelli for receiving the Best Practices and Model Program award given to three SAC School of Continuing Education programs at the 2013 Association of Community and Continuing Education Conference held on March 14, 2013. The programs chosen to receive the award are the Student Transition Program, Noncredit Professional Development Initiative through BSI Initiative, and the Student Development Program and Counseling Department.

Ms. Mendoza Yanez arrived during Item 1.4 (Recognition of SAC School of Continuing Education - ACCE Participants).

1.5 Public Comment

There were no public comments.

1.6 Approval of Minutes

It was moved by Mr. Ahari, seconded by Mr. Solorio, and carried unanimously to approve the minutes of the meeting held April 15, 2013, with the following revision (in *italics*) requested by Mr. John Hanna and Mr. Ahari on Item 5.24 (Increase to Construction Management Agreement – Seville Construction Services):

It was moved by Ms. Alvarez and seconded by Mr. Hanna to postpone action on this item. Discussion ensued. The motion failed with ~~nay~~ ~~votes from Ms. Barrios, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough~~ the following vote: *Aye - Ms. Alvarez and Mr. Hanna; Nay – Ms. Barrios, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student trustee Ahari’s vote was nay.*

The motion carried to approve the increase to the construction management agreement with Seville Construction Services with ~~nay~~ ~~votes from Ms. Alvarez and Mr. Hanna~~ the following vote: *Aye – Ms. Barrios, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough; Nay – Ms. Alvarez and Mr. Hanna. Student trustee Ahari’s vote was aye.*

1.7 Approval of Consent Calendar

It was moved by Ms. Alvarez, seconded by Mr. Solorio, and carried unanimously to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 5.9 (Agreement with HMC Architects to Provide Professional Planning Services – 2013 Capital Outlay Planning), Item 5.10 (Agreement with HMC Architects to Provide Professional Planning Services – Santa Ana College Building Planning), and Item 6.1 (Provision of Services Agreement between Internacionales de la Moda, S.A. de C.V. and Rancho Santiago Community College District) removed by Mr. Hanna.

4.1 Approval of New CJA Agreement – City of Long Beach, Long Beach Police Department

The board approved the agreement with the City of Long Beach, Long Beach Police Department in Long Beach, California.

4.2 Approval of New OTA Agreement – NextStep Fitness, Inc.

The board approved of the agreement with NextStep Fitness, Inc. in Lawndale, California.

1.7 Approval of Consent Calendar – (cont.)

- 4.3 Approval of New OTA Agreement – Clovis Unified School District
The board approved the agreement with Clovis Unified School District in Clovis, California.
- 4.4 Approval of New OTA Agreement – Compass-Health, Inc.
The board approved the agreement with Compass-Health, Inc. in Grover Beach, California.
- 4.5 Approval of New OTA Agreement Renewal – Santa Barbara Cottage Hospital
The board approved the agreement with Santa Barbara Cottage Hospital in Santa Barbara, California.
- 4.6 Approval of New OTA Agreement Renewal – Interface Environments, dba Winways
The board approved the agreement with Interface Environments, dba Winways in Orange, California.
- 4.7 Approval of New OTA Agreement Renewal – California Hand Therapy
The board approved the agreement with California Hand Therapy in Newport Beach, California.
- 4.8 Approval of New OTA Agreement Renewal – Burger Rehabilitation Systems, Inc.
The board approve the agreement with Burger Rehabilitation Systems, Inc. in Folsom, California.
- 4.9 Approval of Amendment #1 to OTA Agreement – St. Mary Medical Center
The board approved the agreement with St. Mary Medical Center in Long Beach, California.
- 4.10 Approval of Amendment to Agreement between Santa Ana College WorkAbility III Program (2013-2014) and the California Department of Rehabilitation
The board approved the amendment to the agreement between RSCCD on behalf of SAC and the California Department of Rehabilitation.
- 4.11 Approval of Proposed Curricula Revisions for 2013-2014 Santa Ana College Catalog Addendum
The board approved the proposed revisions for the 2013-2014 SAC catalog.
- 4.12 Approval of New Courses for 2014-2015 Santa Ana College Catalog
The board approved the new courses for the 2014-2015 SAC catalog.

1.7 Approval of Consent Calendar – (cont.)

4.13 Approval of New Courses and New Programs for 2014-2015 Santiago Canyon College (SCC) Catalog

The board approved the new courses and new programs for the 2014-2015 SCC catalog.

4.14 Approval of Agreement with Pet Partners

The board approved the agreement with Pet Partners in Bellevue, Washington.

4.15 Approval of Upward Bound Math and Science Summer Residential Program Contract with California State University, Fullerton (CSUF)

The board approved the residential contract established between the SCC Upward Bound Math and Science program and CSUF.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Request for Public Hearing and Adoption of Education Protection Account Funding and Expenditures

The board approved scheduling a public hearing for May 20. After the public hearing, the board adopted the use of the estimated \$21,147,689 of Education Protection Account proceeds resulting from the passage of Proposition 30 to be accounted for as instructional salaries and benefits as presented.

5.3 Adoption of Resolution No. 13-19 regarding Expenditure Transfers to Permit Payment of Obligations

The board adopted Resolution No. 13-19 regarding expenditure transfers as presented.

5.4 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2013

The board approved the CCFS-311Q for the period ending March 31, 2013, as presented.

5.6 Award of Lease Agreement with Canopy

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

5.7 Approval of Consultant Agreement with Pezeshki Engineering, Inc. - District Office Energy Audit

The board approved the consultant agreement with Pezeshki Engineering, Inc. for the district office energy audit as presented.

1.7 Approval of Consent Calendar – (cont.)

- 5.8 Approval of DSA Inspector of Record, Testing & Inspection for Building “G” – Gym Miscellaneous upgrades at Santa Ana College
The board approved the agreement with TYR I.O.R. to provide DSA-mandated inspection services for Building “G” – Gym miscellaneous upgrades at SAC as presented.
- 5.11 Approval of Change Order #1 for Fire Lane Improvements at Santa Ana College Orange County Sheriff’s Regional Training Academy
The board approved change order #1 for fire lane improvements at SAC Orange County Sheriff’s Regional Training Academy as presented.
- 5.12 Approval of Notice of Completion for Bid #1179 – Road Alignment/Cul-de-sac and Parking Lot Expansion at Santa Ana College
The board approved the Notice of Completion for grading for the road alignment/cul-de-sac and parking lot expansion at SAC as presented.
- 5.13 Adoption of Resolution No. 13-20 – Concrete for Humanities Building at Santiago Canyon College
The board adopted Resolution No. 13-20 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Humanities building at SCC as presented.
- 5.14 Adoption of Resolution No. 13-21 – Plumbing for Humanities Building at Santiago Canyon College
The board adopted Resolution No. 13-21 for Interpipe Construction, Inc. for Bid #1140 for plumbing for the Humanities building at SCC as presented.
- 5.15 Approval of Notice of Completion for Bid #1136 – Concrete for Loop Road Extension at Santiago Canyon College
The board approved the Notice of Completion for concrete for the Loop Road Extension at SCC as presented.
- 5.16 Approval of Notice of Completion for Bid #1139 – Electrical for Loop Road Extension at Santiago Canyon College
The board approved the Notice of Completion for electrical for the Loop Road Extension at SCC as presented.
- 5.17 Approval of Notice of Completion for Bid #1140 – Plumbing for Loop Road Extension at Santiago Canyon College
The board approved the Notice of Completion for plumbing for the Loop Road Extension at SCC as presented.
- 5.18 Approval of Notice of Completion for Bid #1146 – Framing for Loop Road Extension at Santiago Canyon College
The board approved the Notice of Completion for framing for the Loop Road Extension at Santiago Canyon College as presented.

1.7 Approval of Consent Calendar – (cont.)

5.19 Approval of Notice of Completion for Bid #1147 – Interior System for Signage for the Loop Road Extension at Santiago Canyon College

The board approved the Notice of Completion for interior system signage for the Loop Road Extension at SCC as presented.

5.20 Approval of Notice of Completion for Bid #1151 – Grading for Loop Road Extension at Santiago Canyon College

The board approved the Notice of Completion for grading for the Loop Road Extension at Santiago Canyon College as presented.

5.21 Approval of Consulting Agreement – Raubolt Consulting Services, Inc.

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

1.8 Presentation on Legal/Ethical Decision Making for Board Members

Ms. Mary L. Dowell, Partner, Liebert Cassidy Whitmore, provided a presentation on legal/ethical decision making for board members. Board members received clarification on items relating to the legal/ethical decision making process for board members.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

Dr. Rodriguez reported the following will be discussed in closed session:
Conference with Real Estate Negotiator (pursuant to Government Code Section 54956.8)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor

Property Address: 1609-1631 North Bristol Street, Santa Ana, California

1240 West 17th Street, Santa Ana, California

1612 Louise Street, Santa Ana, California

Negotiating Parties: Danforth Holdings, LLC

Under Negotiation: Price and Terms of Payments

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

Ms. Monica Zambrano, provided a report to the board on behalf of SAC Associated Student Government.

Since Mr. Yuh Hwan Ko left the meeting, Mr. Ahari provided a report to the board on behalf of SCC Associated Student Government.

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, Santa Ana College

3.0 HUMAN RESOURCES

All items were considered after Closed Session.

4.0 INSTRUCTION

All items were approved as part of Item 1.7 (Consent Calendar).

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, 5.3, 5.4, 5.6, 5.7, 5.8, and 5.11 through 5.21 were approved as part of Item 1.7 (Consent Calendar).

5.5 Quarterly Investment Report as of March 31, 2013

The quarterly investment report as of March 31, 2013, was presented as information.

5.9 Approval of Agreement with HMC Architects to Provide Professional Planning Services – 2013 Capital Outlay Planning

It was moved by Mr. Labrado and seconded by Mr. Solorio to approve the agreement with HMC Architects to provide professional planning services for the 2013 Capital Outlay Planning as presented. Discussion ensued. The motion carried unanimously.

5.10 Approval of Agreement with HMC Architects to Provide Professional Planning Services – Santa Ana College Building Planning

It was moved by Mr. Solorio and seconded by Ms. Alvarez to approve the agreement with HMC Architects to provide professional planning services for the SAC building planning as presented. Discussion ensued. The motion carried unanimously.

6.0 GENERAL

6.1 Approval of Provision of Services Agreement between Internacionales de la Moda, Sociedad Anónima de Capital Variable (S.A. de C.V.) and Rancho Santiago Community College District

It was moved by Ms. Alvarez and seconded by Ms. Mendoza Yanez to approve the provision of services agreement with the Internacionales de la Moda, S.A. de C.V. as presented. Discussion ensued. The motion carried unanimously.

6.2 Approval of Privileges for Student Trustee

It was moved by Mr. Ahari and seconded by Mr. Hanna to approve the following privileges for the student trustee:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters relating to student discipline;
- The privilege to receive the same compensation as the other members of the board;
- The privilege to serve on board committees.

Discussion ensued. It was moved by Ms. Alvarez and seconded by Mr. Labrado to amend this item as follows (in *italics*):

Change title to “Approval of Privileges *and Responsibilities* for Student Trustee” and add the following bullet point:

- *The responsibilities of adhering to the code of ethics and other responsibilities enumerated in board policies.*

Discussion ensued. The motion carried unanimously to amend Item 6.2.

The motion carried unanimously to approve the privileges and responsibilities for the student trustee as amended.

6.3 Reports from Board Committees

Mr. Ahari and Ms. Barrios provided a report on the May 2, 2013, Orange County Community Colleges Legislative Task Force meeting.

6.4 Board Member Comments

Ms. Alvarez and Mr. Solorio thanked staff for a tour of the SCC campus on April 19. Mr. Solorio asked staff to consider improvements at SCC such as a cafeteria and student services area, and refurbishing or replacing older buildings. He asked staff to consider future funding relating to improvements on the SCC campus.

Ms. Alvarez thanked Mr. Hicks for bringing to the board's attention the academic senate's concerns regarding the link of planning to budget process for grants.

Ms. Alvarez reported she attended the SCC golf tournament dinner on April 26.

Mr. Solorio and Ms. Barrios reported they attended the SAC scholarship awards ceremony on May 3. Mr. Solorio commended staff on the event and congratulated students on receiving over \$250,000 worth of scholarships.

Mr. Labrado and Ms. Mendoza Yanez reported they attended the Community College League of California's (CCLC) Annual Trustees Conference in Northern California. Mr. Labrado indicated he attended a presentation by Dr. Barbara Beno, President of the Accrediting Commission for Community and Junior Colleges, and asked that board members be given a progress report on the district's self-study before it is completed. He urged board members to be prepared to answer questions and criticisms when interviewed by the accreditation team members. He encouraged board members to access PowerPoint presentations given at the conference available on the CCLC website.

Ms. Mendoza Yanez asked board members to review information she distributed from a workshop she attended at the conference entitled "Board Excellence, Student Success, and Accountability: An All-in-One Workshop to take Boards to the Next Level." She encouraged trustees to work together to keep the board running smoothly.

Mr. Labrado congratulated Dr. Rodríguez on his nomination to serve as chairperson of the accreditation committee.

Mr. Labrado asked if an item could be placed on the board agenda to allow administrators to make comments during the board meeting.

Mr. Hanna reported that he participated via teleconference in an Advisory Committee on Legislation recently. He asked for the long-term enrollment projections at each college.

Mr. Hanna thanked Dr. Rodríguez for the three recent presentations by Ms. Dowell.

Mr. Hanna thanked Ms. Mendoza Yanez for her encouraging the trustees to work together. He stressed the importance of the board receiving information and asked staff to inform board members of the good/bad news relating to the district.

6.4 Board Member Comments – (cont.)

Ms. Barrios reported she was honored to accept an award by Congresswoman Loretta Sanchez on April 30 as part of the Women's History Month celebration.

Ms. Barrios reported she attended a ribbon-cutting for the Coastkeeper Garden on May 3 and the Celebration of the Humanities Building and Dedication of Athletic & Aquatics Complex event on April 29.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:59 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Associate Dean
 - (2) Assistant Vice Chancellor
 - g. Other Educational and Classified Administrators

2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Union Organizations: Los Angeles-Orange County Building and Construction Trades Council
Craft Unions
Carpenters Union

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association

4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor

5. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 1609-1631 North Bristol Street, Santa Ana, California
1240 West 17th Street, Santa Ana, California
1612 Louise Street, Santa Ana, California
Negotiating Parties: Danforth Holdings, LLC
Under Negotiation: Price and Terms of Payments

RECONVENE

The board reconvened at 8:31 p.m.

Closed Session Report

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

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

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

3.1 Management/Academic Personnel

- Approve Appointments
- Approve 39 Month Reemployment per E.C. 87731
- Approve Banking Leave
- Approve Sabbatical Leaves (80% Contract) for 2013-2014
- Approve Leaves of Absence
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record

3.2 Classified Personnel

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

- Approve New Appointments
- Approve Changes in Positions
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Professional Growth Increments
- Approve Changes in Assignments
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions

3.2 Classified Personnel – (cont.)

- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

3.3 Presentation of California School Employees Association (CSEA) Chapter 579 Initial Bargaining Proposal to Rancho Santiago Community College District

It was moved by Mr. Labrado, seconded by Mr. Solorio, and carried unanimously to schedule a public hearing for May 20, 2013.

3.4 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579

It was moved by Mr. Labrado, seconded by Mr. Solorio, and carried unanimously to receive and file the district's initial bargaining proposal to CSEA Chapter 579 and schedule a public hearing for May 20, 2013.

3.5 Presentation of Faculty Association of Rancho Santiago Community College District (FARSCCD) Initial Bargaining Proposal to Rancho Santiago Community College District

It was moved by Mr. Labrado, seconded by Mr. Solorio, and carried unanimously to schedule a public hearing for May 20, 2013.

3.6 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Faculty Association of Rancho Santiago Community College District

It was moved by Mr. Labrado, seconded by Mr. Solorio, and carried unanimously to receive and file the district's initial bargaining proposal to FARSCCD and schedule a public hearing for May 20, 2013.

3.7 Approval of Non-Credit Instructional Calendar 2013-2014

It was moved by Mr. Labrado, seconded by Mr. Solorio, and carried unanimously to approve the 2013-2014 Non-Credit Instructional calendar.

3.8 Authorization for Board Travel/Conferences

It was moved by Mr. Labrado, seconded by Mr. Solorio, and carried unanimously to approve the submitted conference and travel by board members.

7.0 **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on May 20, 2013.

There being no further business, Ms. Barrios declared this meeting adjourned at 8:34 p.m., in memory of Mr. Louie Muniz who died on April 17, 2013, and was a star track & field athlete for SAC in 1964 & 1965.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: May 20, 2013

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

**Resolution No. 13-23 in honor of Classified School Employee Week
May 19-25, 2013**

To recognize the event locally, CSEA's Rancho Santiago Chapter 579 requests you to adopt the following resolution:

WHEREAS, classified professionals provide valuable and essential services to the colleges and students of the Rancho Santiago Community College District; and

WHEREAS, classified professionals contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified professionals serve a vital role in providing for the welfare and safety of Rancho Santiago Community District's students; and

WHEREAS, classified professionals employed by the Rancho Santiago Community College District strive for excellence in all areas relative to the educational community;

THEREFORE, BE IT RESOLVED, that the Rancho Santiago Community College District hereby recognizes and wishes to honor the contribution of the classified professionals to quality education in the state of California and in the Rancho Santiago Community College District and declares the week of May 19-25, 2013, as Classified School Employee Week in the Rancho Santiago Community College District.

DATED the 20th day of May, 2013.

Ayes:
Noes:
Absent:
Abstain:

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
May 20, 2013**

MANAGEMENT

New Job Description/Attachment #1

Director of Fire Instruction
Fire Technology
Human Services & Technology Division
Santa Ana College
Academic Supervisory
Grade H

Appointment

Wheeler, Mark
Facilities Manager
Maintenance & Operations
Administrative Services
Santa Ana College

Effective: May 31, 2013
Salary Placement: I-2 \$76,719.12/Year

Employment Agreements/Attachments #2-3

Leon, Christine
Associate Dean
Extended Opportunities Programs
& Services
Student Services
Santa Ana College

Matsumoto, Carri
Assistant Vice Chancellor
Facility Planning & District Construction
& Support Services
Business Operations & Fiscal Services
District Office

FACULTY

Appointments

Hager, Benjamin
Assistant Professor, Math
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 19, 2013
Tentative Salary Placement: II-3 \$52,727.05/Year

FACULTY (CONT'D)

Appointments (cont'd)

Lechuga, Janet
Assistant Professor, Math
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 19, 2013
Tentative Salary Placement: II-3 \$52,727.05/Year

Nyssen, Adam
Assistant Professor, Kinesiology
Assistant Football Coach
Kinesiology, Health & Athletics
Division
Santa Ana College

Effective: August 19, 2013
Tentative Salary Placement: II-3 \$52,727.05/Year

Adjusted Salary Placement for Interim Assignment

Sandoval, Guadalupe
Acting Master Teacher
Early Head Start
Child Development Services
District Office

Effective: May 6, 2013
Salary Placement: MT/AA-1 \$36,090.02/Year

Leaves of Absence

Arreguin-Lopez, Marybel
Master Teacher
Early Head Start
Child Development Services
District Office

Effective: May 6 – June 17, 2013
Reason: Maternity Leave

McKowan-Bourguignon, Lisa
Assistant Professor, Math
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: August 26 – October 4, 2013
Reason: Maternity Leave

McKowan-Bourguignon, Lisa
Assistant Professor, Math
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: October 5 – December 15, 2013
Reason: Family Medical Leave

FACULTY (CONT'D)

Stipends

Elchlepp, Elizabeth
Professor, English
Arts, Humanities & Social
Sciences Division
Santiago Canyon College

Effective: May 18, 2013
Amount: \$1,645.00
Reason: Other Non-instructional/Reassigned
Time-English
(Upward Bound Math & Science Project-Year 1)

Kelcher, Michael
Associate Professor, Chemistry
Science, Mathematics & Health
Sciences Division
Santa Ana College

Effective: January 2, 2013
Amount: \$250.00
Reason: Staff Development
(BSI 11-Coord/Research/Staff Dev Project)

Sosta, Rachel
Assistant Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: January 28, 2013
Amount: \$1,047.96
Reason: Staff Development
(BSI 11-Coord/Research/Staff Dev Project)

Part-time Hourly Hires/Rehires

Cargile, Ivy M
Instructor, Political Science
Humanities & Social Sciences Division
Santa Ana College

Effective: August 19, 2013
Hourly Lecture Rate: II-3 \$55.44

Gomez, Ernesto
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: August 19, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Kim, Jane
Instructor, Music
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 19, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Lopez Garcia, Luciano
Instructor, Diesel
Human Services & Technology Division
Santa Ana College

Effective: June 17, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Nadaraja, Krishnamenon
Instructor, Public Works
Business & Career Technical Education Division
Santiago Canyon College

Effective: August 19, 2013
Hourly Lecture Rate: II-3 \$55.44

FACULTY (CONT'D)

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

Springer, Brian
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: May 7, 2013
Hourly Lecture/Lab Rates: I-4 \$55.44/\$47.12

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
DIRECTOR/FIRE INSTRUCTION**

GENERAL RESPONSIBILITIES

May 14, 2013

Responsible to the Assistant Dean of Fire Technology for all aspects of fire instruction; assists with other fire education programs; also performs other duties and special projects as assigned.

SPECIFIC RESPONSIBILITIES

FIRE INSTRUCTION

Overall responsibility for the operation and management of fire instruction including scheduling, staffing and admissions, graduation ceremonies, and compliance with and reporting of certification requirements; ensures the effectiveness of all course offerings, activities and services and their responsiveness to the needs of culturally diverse communities; recommends and implements policies and regulations, ensures compliance with applicable laws and regulations, maintains related records and submits related reports; supervises and coordinates Santa Ana College's Fire Technology Program presentations when requested by high schools and other regional education partners; Performs as Commander of the Basic Fire Academy and supervises all academy faculty and staff; Coordinates, schedules and conducts In-Service Agreement site visitations as assigned; Performs other duties and special projects as assigned by the Assistant Dean of Fire Technology.

PERSONNEL

Under the direction of the Assistant Dean of Fire Technology, the Director of Fire Instruction is responsible for the supervision of assigned staff including the direction and evaluation of work, the adjustment of grievances and the administration of applicable collective bargaining agreements. Recommends the hiring, transfer, lay-off, recall, promotion, discipline, training, and professional development of assigned staff.

STUDENTS

Responsible for the discipline of students, adjustment of grievances and complaints, scheduling, evaluation and reporting of performance and the maintenance of student records, in accordance with the policies and regulations set forth by the District.

ESSENTIAL FUNCTIONS

- A. Supervises all aspects of the operation of fire instruction, including all functions of assigned staff.
- B. Supervises preparation and management of budget for designated programs; identifies fire service training needs, and ensures compliance with fire service laws and certification requirements.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Bachelor's degree and at least two years of full-time paid fire-related experience at the rank of Fire Captain or above, or an Associate degree and at least six years of full time paid experience at the rank of Fire Captain or above. California Fire Service Training and Education System certification as a Fire Instructor I or higher.

Required Skills: Ability to resolve conflicts and solve problems, evaluate programs and strategies, analyze and apply laws, rules and regulations involving programs, staff and students, and represent the district at the community, state and national levels.

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

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Christine Leon** (“Administrator”), on the other hand, hereby enter into this Educational Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Associate Dean of Extended Opportunities Programs and Services** (“Position”). Administrator is an “academic employee” as defined in sub-section “a” of Section 87001 of the *Education Code*, is an “educational administrator” as defined in sub-section “b” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **July 1, 2013** and ending **June 30, 2015**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any position within the

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

7. **Salary.** District shall pay an annual salary to Administrator in the amount of **\$125,587.14** per academic year (July 1 through June 30), pro-rated if less than a full academic year, paid on a monthly basis. District reserves the right to increase the salary of Administrator during the term of this Agreement, but any such increase shall not be construed as an indication that this Agreement will be renewed or extended. Administrator agrees that District also reserves the right to decrease the salary of Administrator during the term of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Administrator is an exempt employee and is not eligible for overtime pay or compensatory time off.

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **Buy-Out of Agreement.** Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 19 or 20 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18. Any cash settlement shall not include any other non-cash items except health benefits which may be continued for the same duration of time as covered in the settlement or until Administrator finds other employment, whichever comes first. If the unexpired term is greater than 18 months, then the maximum time for continued health benefits paid for by District shall be 18 months.

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

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

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

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

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

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

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

For District

Date

Administrator

Date

ATTACHMENT "A"

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Covenant to Mediate And Arbitrate All Employment Disputes. We, the undersigned, do hereby agree and covenant to submit all manner of causes of action, controversies, differences, claims or demands of any kind relating to or growing out of this contract of employment to a two-step dispute resolution process administered by Judicial Arbitration & Mediation Services/Endispute (hereinafter "J.A.M.S."). This two-step process shall begin with mediation before a retired judge or justice from the J.A.M.S. panel followed, if necessary, by binding arbitration before the same or another retired judge or justice from the J.A.M.S. panel to be agreed upon. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violations of the individual Employment Agreement, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, (Title VII of the Civil Rights Act of 1964 as amended; The Age Discrimination In Employment Act; The Americans With Disabilities Act; The Equal Pay Act, The Civil Rights Acts of 1866, 1871 and 1991; Title IX in 20 U.S.C. section 1681; The Rehabilitation Act of 1983; The Fair Employment and Housing Act, etc.) and any other claims, including alleged violations of any federal and/or state constitutional provisions and of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, **SHALL BE SUBMITTED TO MEDIATION, AND IF MEDIATION IS UNSUCCESSFUL, TO BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR.** The parties to this agreement fully and completely understand that the effect of this agreement will result in the waiver of any right to trial by jury that may otherwise have been available to the parties absent this agreement and also waiver of any right to appeal. With this understanding, the parties freely, knowingly and voluntarily enter into this agreement with knowledge of it consequences including the waiver of trial by jury and the waiver of any right to appeal.

Step 1 Mediation.

Initiating Mediation. Any party to this agreement may demand mediation by serving a written demand in person or by registered, certified or federal express mail and also serving a copy of the demand and of the dispute resolution agreement on the Chief Operating Officer, Operations Manager or Contract Dispute Resolution Administrator at the nearest or most convenient office of J.A.M.S, within thirty (30) calendar days of an act or omission causing a dispute between the parties. The written demand shall set forth the names, addresses, telephone number and fax numbers of all parties to the contract of employment and brief synopsis of the claim, controversy, difference, or disputed matters and a proposed solution to the problem.

Selection of Mediator. Within ten (10) days of service of the demand upon J.A.M.S., the Administrator will contact all interested parties to select a mutually agreeable mediator. If the parties have no particular mediator in mind, or cannot agree on a mediator, the Administrator will submit a list of mediators, and their resumes numbering one more than there are parties.

Each party may then strike one name and the Administrator will designate the mediator from the list of remaining names.

Enforcement of Agreement. Failure of any party to participate in this mediation process or to designate or strike a name for mediator will not operate to delay or prevent this mediation process. The parties hereby agree that the mediation provisions of this agreement may be enforced by the same manner as an arbitration agreement. The mediation provisions may be enforced by petition to any court or general jurisdiction for the appointment of a mediator in the same manner as a petition for the appointment of an arbitrator. Further the parties agree the court may award attorneys fees and costs to the prevailing party in any proceeding to enforce this mediation agreement.

Hearings -- Scheduling/Parties Present. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator was selected. The parties understand and agree that, besides counsel retained at each party's own expense, a representative from each side with full settlement authority will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring such additional persons as needed to respond to questions, contribute information and participate in the negotiations. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information with the help if the mediator, if required. The parties will have no right to formal discovery at this time.

Position Papers. No later than one week before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views and a proposed solution to the matters in controversy to the mediator and also serve a copy on all other parties.

Participation by Mediator. Once familiar with the case, the mediator will, if requested by the parties, given an opinion of the probable outcome of the case and the range of value, both in terms of settlement and arbitration hearing, if the matter were to be litigated before an arbitrator. The mediator will, without an instruction from the parties to the contrary, give recommendations on terms of possible settlement conditions to be imposed upon the parties (if appropriate). The mediator's opinion shall be based on the material and information then available to all parties, excluding any information given to the mediator in confidence during a separate caucus. The opinions and recommendations of the mediator are not binding on the parties.

Fees and Costs. The fees and costs of the mediation shall conform to the then current fee schedule at J.A.M.S. and, in the absence of an agreement to the contrary, will be borne by the District.

Confidentiality of Proceedings. The mediation process is to be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The parties hereto agree that the provisions of California Evidence Code § 1119 shall apply to any mediation conducted hereunder. Subdivisions (a), (b), and (c) of California Evidence Code § 1119 provide as follows:

Except as otherwise provided in this chapter:

(a) No evidence of anything said or any admissions made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible, or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential. No fact used or referenced in the mediation or settlement process will be inadmissible or non-discoverable simply because it was used or referenced in the mediation process.

Termination of Mediation Process. The mediation process shall continue until the matter is resolved or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of resolution, short of referring the matter to the adjudication phase of this dispute resolution process. Notwithstanding the foregoing, the employee or the District may terminate the mediation process after the mediator has incurred fourteen (14) hours of time on the process.

Step 2. Arbitration

Should any disputes remain existent between the parties after completion of the mediation resolution process set forth above, then the parties shall, within thirty (30) calendar days after termination of the mediation process, submit such disputes to binding arbitration administered by J.A.M.S.

Initiating Arbitration. Arbitration shall be initiated in the following manner:

a. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate an arbitration at any time after mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable state (federal) statute of limitations, and

b. The claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any regional office of J.A.M.S., together with the appropriate filing fee as provided in the existing fee schedule.

c. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.

d. After the filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

Appointment and Powers of Arbitrator. The case shall be submitted to a single arbitrator chosen by the parties from a list of retired judges and justices at J.A.M.S. Should the parties be unable to agree on a choice of arbitrator within thirty (30) days from the demand for arbitration, then either party may request the Contract Arbitration Administrator at said service to furnish a list of three names and each side may strike one name, thereby nominating the remaining person as replacement arbitrator. If more than one name remains, the Contract Arbitration Administrator of J.A.M.S. will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing said arbitrator shall have the power to appoint another in his or her stead under the procedures prescribed herein, and such substituted arbitrator shall have all such powers as if he or she had been originally appointed herein.

The arbitrator shall have full power to make such regulations and to give such orders and directions in all respects, as he or she shall deem expedient, as well as in respect to the matters and differences referred to them and also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and things which may be awarded or directed to be done.

Should either party refuse or neglect to appoint said arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed ex parte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties and to order that either party shall in the meantime have access to and be permitted to inspect and take copies of all or any of the same relating to the matters in difference. This authority and power is subject to, and no greater than, the provisions for document discovery in the California Civil Procedure Code, is subject to appropriate objections by either party, and in no way extends to privileged or protected materials.

The arbitrator shall have the authority and power to proceed ex parte in the event that either party shall fail, after reasonable notice, to attend hearings before him or her.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. An arbitrator may include an injunction or orders for specific performance of part or all of an award.

Costs and Fees. Each party shall be responsible for its own costs and expense of the arbitration, and the costs and fees of J.A.M.S. shall be borne by the District.

Pre-Hearing. Once the arbitrator is chosen, the Contract Arbitration Administrator at J.A.M.S. may be authorized and directed upon application of any party to schedule a pre-hearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

Discovery. Discovery shall be at the discretion of the arbitrator and allowed only upon a showing of good cause, utilizing the following guidelines:

(a) The arbitrator shall have discretion to order pre-hearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.

(b) The deposition of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of form interrogatories approved by the Judicial Council shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. The experts' depositions and all other discovery including additional depositions shall be allowed only upon a showing of good cause. It shall in no event exceed the discovery permitted by the California Code of Civil Procedure.

Evidence. Judicial Rules relating to the Order of Proof, the conduct of the hearing and the presentation and admissibility of evidence will not be applicable in this proceeding. Any relevant evidence, including hearsay, shall be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

Time Limits. The award shall be made in writing by the arbitrator on or before the thirtieth day following the conclusion of the arbitration.

Reasoned Opinion. In rendering the award, the arbitrator must set forth the findings of fact and the conclusion(s) based thereon.

Applicable Law. The arbitration shall follow the substantive law of California and any relevant federal law. This shall include the provisions of statutory law dealing with arbitration, as it may exist at the time of the demand for arbitration, insofar as said provisions are not in conflict with this agreement and specifically excepting therefrom sections of the statutory law dealing with discovery and sections requiring notice of hearing date by registered or certified mail.

Notice. Each party shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgement on any award made under these rules, may be served on a party by mail, addressed to the party or representative at the last known address, or by personal service, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, e-mail, or other written forms or electronic communication to give the notices required by these rules.

Finality of Award. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of California. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on said award.

I have carefully read the contents of this Alternative Dispute Resolution Procedure and knowingly agree to be bound by its contents.

EMPLOYEE

DATE

FOR THE DISTRICT

DATE

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

1. **Parties.** The Rancho Santiago Community College District (“District”), on the one hand, and **Carri Matsumoto** (“Administrator”), on the other hand, hereby enter into this Classified Administrator Employment Agreement (“Agreement”) pursuant to sub-section “a” of Section 72411 of the *Education Code*. District and Administrator are referred to herein individually as “Party” and collectively as “Parties.”

2. **Position.** District hereby employs Administrator in the position of **Assistant Vice Chancellor of Facility Planning & District Construction & Support Services** (“Position”). Administrator is a “classified employee” as defined in sub-section “b” of Section 87001.5 of the *Education Code*, is a “classified administrator” as defined in sub-section “c” of Section 87002 of the *Education Code*, and is a “management employee” as defined in sub-section “g” of Section 3540.1 of the *Government Code*.

3. **Term.** District agrees to employ Administrator, and Administrator agrees to serve in the Position, for the period commencing **June 10, 2013, and ending June 30, 2015**. If, prior to June 30 of any other year other than the last year of this Agreement the District does not send or deliver a written notice to Administrator that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two years. Any notice of non-reemployment in the position must be given by the District at least six (6) months in advance of the date of termination of this Agreement.

4. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are incorporated into this Agreement.

5. **Duties and Responsibilities.** Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job description for the Position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or any supervising administrators. Administrator is expected to devote full efforts and energies to the Position. At any time during the term of this Agreement, the Board of Trustees may adopt or amend the job description for the Position. Administrator may undertake outside professional activities, including consulting, speaking, and writing, either with or without compensation, provided that such activities do not impair the effectiveness of Administrator or interfere with Administrator’s duties. In those cases in which Administrator engages in outside professional activities which generate compensation for services provided, Administrator shall utilize vacation days.

6. **Transfer, Reassignment, or Title Change.** The Chancellor, with the approval of the Board of Trustees, may transfer or reassign Administrator to any administrative position

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

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

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

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

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

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

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

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

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

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

16. **Dismissal or Imposition of Penalties During the Term of this Agreement.** Pursuant to Section 72411.5 of the *Education Code*, then the grounds for dismissal or for

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

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

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

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

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

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

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

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

hereby incorporated by reference into this Agreement as if fully set forth within. The Parties agree that they have carefully read Attachment “A,” knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment “A”.

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

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

For District

Date

Administrator

Date

ATTACHMENT "A"

ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

Covenant to Mediate And Arbitrate All Employment Disputes. We, the undersigned, do hereby agree and covenant to submit all manner of causes of action, controversies, differences, claims or demands of any kind relating to or growing out of this contract of employment to a two-step dispute resolution process administered by Judicial Arbitration & Mediation Services/Endispute (hereinafter "J.A.M.S."). This two-step process shall begin with mediation before a retired judge or justice from the J.A.M.S. panel followed, if necessary, by binding arbitration before the same or another retired judge or justice from the J.A.M.S. panel to be agreed upon. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violations of the individual Employment Agreement, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, (Title VII of the Civil Rights Act of 1964 as amended; The Age Discrimination In Employment Act; The Americans With Disabilities Act; The Equal Pay Act, The Civil Rights Acts of 1866, 1871 and 1991; Title IX in 20 U.S.C. section 1681; The Rehabilitation Act of 1983; The Fair Employment and Housing Act, etc.) and any other claims, including alleged violations of any federal and/or state constitutional provisions and of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, SHALL BE SUBMITTED TO MEDIATION, AND IF MEDIATION IS UNSUCCESSFUL, TO BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR. The parties to this agreement fully and completely understand that the effect of this agreement will result in the waiver of any right to trial by jury that may otherwise have been available to the parties absent this agreement and also waiver of any right to appeal. With this understanding, the parties freely, knowingly and voluntarily enter into this agreement with knowledge of its consequences including the waiver of trial by jury and the waiver of any right to appeal.

Step 1 Mediation.

Initiating Mediation. Any party to this agreement may demand mediation at any time by serving a written demand in person or by registered, certified or federal express mail and also serving a copy of the demand and of the dispute resolution agreement on the Chief Operating Officer, Operations Manager or Contract Dispute Resolution Administrator at the nearest or most convenient office of J.A.M.S. The written demand shall set forth the names, addresses, telephone number and fax numbers of all parties to the contract of employment and brief synopsis of the claim, controversy, difference, or disputed matters and a proposed solution to the problem.

Selection of Mediator. Within ten (10) days of service of the demand upon J.A.M.S., the Administrator will contact all interested parties to select a mutually agreeable mediator. If the parties have no particular mediator in mind, or cannot agree on a mediator, the Administrator will submit a list of mediators, and their resumes numbering one more than there are parties.

Each party may then strike one name and the Administrator will designate the mediator from the list of remaining names.

Enforcement of Agreement. Failure of any party to participate in this mediation process or to designate or strike a name for mediator will not operate to delay or prevent this mediation process. The parties hereby agree that the mediation provisions of this agreement may be enforced by the same manner as an arbitration agreement. The mediation provisions may be enforced by petition to any court or general jurisdiction for the appointment of a mediator in the same manner as a petition for the appointment of an arbitrator. Further the parties agree the court may award attorneys fees and costs to the prevailing party in any proceeding to enforce this mediation agreement.

Hearings -- Scheduling/Parties Present. After the mediator has been selected, the parties shall promptly agree upon a date and time for the initial conference with the mediator, but no later than thirty (30) days after the date the mediator was selected. The parties understand and agree that, besides counsel retained at each party's own expense, a representative from each side with full settlement authority will be present at all mediation conferences unless excused by the mediator. In addition, each party may bring such additional persons as needed to respond to questions, contribute information and participate in the negotiations. The number of additional persons may be agreed upon in advance with the assistance and advice of the mediator.

Discovery. In the event any party has substantial need for information in the possession of another party to prepare for the mediation conference(s), the parties shall attempt in good faith to agree upon procedures for the expeditious exchange of information with the help if the mediator, if required. The parties will have no right to formal discovery at this time.

Position Papers. No later than one week before the first scheduled mediation session, each party shall deliver a concise written summary of its position together with any appropriate documents, views and a proposed solution to the matters in controversy to the mediator and also serve a copy on all other parties.

Participation by Mediator. Once familiar with the case, the mediator will, if requested by the parties, given an opinion of the probable outcome of the case and the range of value, both in terms of settlement and arbitration hearing, if the matter were to be litigated before an arbitrator. The mediator will, without an instruction from the parties to the contrary, give recommendations on terms of possible settlement conditions to be imposed upon the parties (if appropriate). The mediator's opinion shall be based on the material and information then available to all parties, excluding any information given to the mediator in confidence during a separate caucus. The opinions and recommendations of the mediator are not binding on the parties.

Fees and Costs. The fees and costs of the mediation shall conform to the then current fee schedule at J.A.M.S. and, in the absence of an agreement to the contrary, will be borne by the District.

Confidentiality of Proceedings. The mediation process is to be considered settlement negotiation for the purpose of all state and federal rules protecting disclosures made during such conferences from later discovery or use in evidence. The parties hereto agree that the provisions of California Evidence Code § 1119 shall apply to any mediation conducted hereunder. Subdivisions (a), (b), and (c) of California Evidence Code § 1119 provide as follows:

Except as otherwise provided in this chapter:

(a) No evidence of anything said or any admissions made for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation is admissible or subject to discovery, and disclosure of the evidence shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(b) No writing, as defined in Section 250, that is prepared for the purpose of, in the course of, or pursuant to, a mediation or a mediation consultation, is admissible, or subject to discovery, and disclosure of the writing shall not be compelled, in any arbitration, administrative adjudication, civil action, or other noncriminal proceeding in which, pursuant to law, testimony can be compelled to be given.

(c) All communications, negotiations, or settlement discussions by and between participants in the course of a mediation or a mediation consultation shall remain confidential.

The entire procedure is confidential, and no stenographic or other record shall be made except to memorialize a settlement record. All conduct, statements, promises, offers, views and opinions, oral or written, made during the mediation by any party or a party's agent, employee, or attorney are confidential. No fact used or referenced in the mediation or settlement process will be inadmissible or non-discoverable simply because it was used or referenced in the mediation process.

Termination of Mediation Process. The mediation process shall continue until the matter is resolved or the mediator makes a good faith finding that all settlement possibilities have been exhausted and there is no possibility of resolution, short of referring the matter to the adjudication phase of this dispute resolution process. Notwithstanding the foregoing, the employee or the District may terminate the mediation process after the mediator has incurred fourteen (14) hours of time on the process.

Step 2. Arbitration

Should any disputes remain existent between the parties after completion of the mediation resolution process set forth above, then the parties shall promptly submit such disputes to binding arbitration administered by J.A.M.S.

Initiating Arbitration. Arbitration shall be initiated in the following manner:

a. Unless barred by the statute of limitations, any party bound by this arbitration agreement may initiate an arbitration at any time after mediation procedures as hereinabove described have been exhausted by serving, as in a civil action, all parties with notice of the nature of the claim and a demand for arbitration. A claim shall be waived and forever barred if on the date the demand for arbitration is received, the claim, if asserted in a civil action, would be barred by the applicable state (federal) statute of limitations, and

b. The claimant shall file a copy of the Demand for Arbitration and Notice of Claim at any regional office of J.A.M.S., together with the appropriate filing fee as provided in the existing fee schedule.

c. If the responding party desires to file a response and/or counterclaim, they must do so within thirty (30) days of service of the demand. Failure to file a counterclaim or response will not operate to delay the arbitration proceedings.

d. After the filing of the claim, response and counterclaim, no further claims or counterclaims may be made except on motion to the arbitrator.

Appointment and Powers of Arbitrator. The case shall be submitted to a single arbitrator chosen by the parties from a list of retired judges and justices at J.A.M.S. Should the parties be unable to agree on a choice of arbitrator within thirty (30) days from the demand for arbitration, then either party may request the Contract Arbitration Administrator at said service to furnish a list of three names and each side may strike one name, thereby nominating the remaining person as replacement arbitrator. If more than one name remains, the Contract Arbitration Administrator of J.A.M.S. will choose an arbitrator from the list of remaining names.

If the designated arbitrator shall die, become incapable of, unwilling to, or unable to serve or proceed with the arbitration, the party or parties appointing said arbitrator shall have the power to appoint another in his or her stead under the procedures prescribed herein, and such substituted arbitrator shall have all such powers as if he or she had been originally appointed herein.

The arbitrator shall have full power to make such regulations and to give such orders and directions in all respects, as he or she shall deem expedient, as well as in respect to the matters and differences referred to them and also with respect to the mode and times of executing and performing any of the acts, deeds, matters, and things which may be awarded or directed to be done.

Should either party refuse or neglect to appoint said arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator is empowered by both parties to proceed ex parte.

The arbitrator shall have the authority and power to request the production of any books or records in the possession or control of either of the parties and to order that either party shall in the meantime have access to and be permitted to inspect and take copies of all or any of the same relating to the matters in difference. This authority and power is subject to, and no greater than, the provisions for document discovery in the California Civil Procedure Code, is subject to appropriate objections by either party, and in no way extends to privileged or protected materials.

The arbitrator shall have the authority and power to proceed ex parte in the event that either party shall fail, after reasonable notice, to attend hearings before him or her.

The arbitrator may grant any remedy or relief that the arbitrator deems just and equitable and within the scope of the agreement of the parties, including, but not limited to, specific performance of a contract. An arbitrator may include an injunction or orders for specific performance of part or all of an award.

Costs and Fees. Each party shall be responsible for its own costs and expense of the arbitration, and the costs and fees of J.A.M.S. shall be borne by the District.

Pre-Hearing. Once the arbitrator is chosen, the Contract Arbitration Administrator at J.A.M.S. may be authorized and directed upon application of any party to schedule a pre-hearing conference with the arbitrator for the purpose of narrowing the issues, establishing a discovery schedule, arranging an acceptable procedure for any law and motion proceedings and in all respects arranging for the most expeditious hearing possible of the matters in dispute.

Discovery. Discovery shall be at the discretion of the arbitrator and allowed only upon a showing of good cause, utilizing the following guidelines:

(a) The arbitrator shall have discretion to order pre-hearing exchange of information, including but not limited to, the production of requested documents and exchanges of summaries of testimony of proposed witnesses.

(b) The deposition of the claimant(s) and respondent(s) shall be allowed as a matter of right. One set of form interrogatories approved by the Judicial Council shall be allowed. There shall be an early and prompt designation and exchange of the names and addresses of expert witnesses who may be called upon to testify at the arbitration hearing. The experts' depositions and all other discovery including additional depositions shall be allowed only upon a showing of good cause. It shall in no event exceed the discovery permitted by the California Code of Civil Procedure.

Evidence. Judicial Rules relating to the Order of Proof, the conduct of the hearing and the presentation and admissibility of evidence will not be applicable in this proceeding. Any relevant evidence, including hearsay, shall be admitted by the arbitrator if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law.

Time Limits. The award shall be made in writing by the arbitrator on or before the thirtieth day following the conclusion of the arbitration.

Reasoned Opinion. In rendering the award, the arbitrator must set forth the findings of fact and the conclusion(s) based thereon.

Applicable Law. The arbitration shall follow the substantive law of California and any relevant federal law. This shall include the provisions of statutory law dealing with arbitration, as it may exist at the time of the demand for arbitration, insofar as said provisions are not in conflict with this agreement and specifically excepting therefrom sections of the statutory law dealing with discovery and sections requiring notice of hearing date by registered or certified mail.

Notice. Each party shall be deemed to have consented that any papers, notices or process necessary or proper for the initiation or continuation of an arbitration under these rules; for any court action in connection therewith; or for the entry of judgement on any award made under these rules, may be served on a party by mail, addressed to the party or representative at the last known address, or by personal service, provided that reasonable opportunity to be heard with regard thereto has been granted to the party. The arbitrator and/or the parties may consent to the use of FAX transmission, e-mail, or other written forms or electronic communication to give the notices required by these rules.

Finality of Award. The award of the arbitrator shall be final and binding upon the parties without appeal or review except as permitted by the arbitration laws of California. Application may be had by any party to any court of general jurisdiction for entry and enforcement of judgment based on said award.

I have carefully read the contents of this Alternative Dispute Resolution Procedure and knowingly agree to be bound by its contents.

EMPLOYEE

DATE

FOR THE DISTRICT

DATE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
CLASSIFIED
MAY 20, 2013

CLASSIFIED

New Appointment

Ng, Daniel Science Lab Coordinator (CL13-0401) Science & Math/ SCC	Effective: May 13, 2013 Grade 13, Step 1 \$47,092.11
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Temporary to Contract

Mejia, Joanne Administrative Clerk (CL13-0388) Criminal Justice Academy/ SAC	Effective: May 20, 2013 Grade 10, Step 1 \$40,698.85
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Orozco, Vanessa Student Services Coordinator (CL13-0397) Counseling/ SAC	Effective: May 6, 2013 Grade 15, Step 1 \$52,419.83
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Professional Growth Increment

Lopez, Marta Success Center Specialist/ Humanities/ SCC	Effective: June 1, 2013 Grade 10, Step 6 + 2.5% L + 2PG (1000) \$54,253.28
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Sura, Alma Instructional Center Tech./ Humanities/ SCC	Effective: June 1, 2013 Grade 7, Step 2 + 4PG (1250) \$38,972.68
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Voluntary Furlough

Siloti, Donna Senior Account Clerk/ Orange Education Center	Effective: 07/01/13 – 06/30/14 Grade 10, Step 6 @ 75% FTE \$38,965.82
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Leave of Absence

Berganza, Leyvi High School & Comm. Outreach Specialist/ OEC	Effective: 05/27/13 – 07/21/13 Reason: Maternity Leave
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**HUMAN RESOURCES CLASSIFIED DOCKET
MAY 20, 2013**

Revised Page 2

Leave of Absence cont'd

Pinon, Elizabeth
Administrative Secretary/ Special Services/ SAC
Effective: 06/10/13 – 06/21/13
Reason: Non Work Days
11.5 Month Contract

Ratification of Resignation/Retirement

Barela, Gloria
Admissions & Records Technology Specialist/ SAC
Effective: July 16, 2013
Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Young, La Tonya
Student Services Specialist (CL13-0393)
Scholarship Office/ SAC
Effective: May 08, 2013
19 Hours/Week 11 Months/Year
Grade 10, Step A \$19.49/Hour

Temporary to Hourly On Going

Castillo, Lauren
Instructional Assistant-DSPS/DSPS/SAC
Effective: May 1, 2013
Up to 19 Hours/Week School Session
Grade 6, Step A \$16.53/Hour

Fregoso, Daniel
Instructional Assistant-DSPS/ DSPS/SAC
Effective: May 06,2013
Up to 19 Hours/Week School Session
Grade 6, Step A \$16.53/Hour

Change in Position

Campos, Griselda
From: Data Entry Clerk/Child Dev. Serv.
To: Intermediate Clerk (Reorg 767)
School of Continuing Education/SAC
Effective: May 13, 2013
19 Hours/Week 12 Months/Year
Grade 5, Step A + 2.5%L + 4PG
\$16.36/Hour + \$83.33/Mo. PG

Leave of Absence

Butler, Aaron
Athletic Field Grounds Worker/ SAC
Effective: 07/01/12 – 07/31/12
06/02/13 – 06/29/13
Reason: Revised Non Work Days
10 Month Contract

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: May 20, 2013
Re:	Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to the Faculty Association of the Rancho Santiago Community College District (FARSCCD)	
Action:	Request for Approval	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Faculty Association of the Rancho Santiago Community College District (FARSCCD) was presented for information and public review at the May 6, 2013 Board of Trustees meeting. At that time, a public hearing on this proposal was scheduled for the May 20, 2013 Board of Trustees meeting.

ANALYSIS

After considering any comment received during the public hearing, the Board of Trustees may now take action to approve its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees approve the district's initial bargaining proposal to the Faculty Association of the Rancho Santiago Community College District (FARSCCD).

Fiscal Impact: To Be Determined	Board Date: May 20, 2013
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TO THE FACULTY ASSOCIATION OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
MAY 6, 2013**

Article 4 – Leaves

Eligibility for Sabbatical Leaves contingent upon 6 consecutive years of satisfactory full-time service.

Article 5 – Health and Welfare Benefits

Maintain district contributions at current levels. Change annual automatic increase to 5% in each succeeding year.

Article 6 – Instructional Hours, Duties and Workload

Develop 2014 – 2015 Instructional Calendar

Increase limit for beyond contract assignments from 8 LHE to 9 LHE

Develop uniform list of responsibilities for Department Chairs

Develop language related to Student Learning Outcomes that is consistent with accreditation standards

Article 7 – Salaries

Maintain 9th Place Ranking

Provide Step and Column Movement

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: May 20, 2013
Re:	Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to the California School Employees Association (CSEA) Chapter 579	
Action:	Request for Approval	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579 was presented for information and public review at the May 6, 2013 Board of Trustees meeting. At that time, a public hearing on this proposal was scheduled for the May 20, 2013 Board of Trustees meeting.

ANALYSIS

After considering any comment received during the public hearing, the Board of Trustees may now take action to approve its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees approve the district's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579.

Fiscal Impact: To Be Determined	Board Date: May 20, 2013
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 579
MAY 6, 2013**

Article 11 – Holiday Leave

Clarify holiday leave calculations for Hourly On-Going Employees.

Article 12 – Vacation Leave

Eliminate vacation leave accrual once accrual limits are reached.

Article 14 – Wages and Hours

Maintain current salary schedule

Article 19 – Health and Welfare

Maintain district contributions at current level. Change annual automatic increase to 5% in each succeeding year.

Article 22 – Professional Growth Program

Revise language related to stipend for Hourly On-Going Employees.

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

To: Board of Trustees	Date: May 20, 2013
Re: Approval of CJA Agreement Renewal: Orange County Human Relations Council	
Action: Request for Approval	

BACKGROUND

Over the past nine (9) years, Santa Ana College and the Orange County Human Relations Council have shared in a partnership that provides quality and professional law enforcement training for Basic Training Academy. The attached agreement renewal will be used to continue the educational partnership with the OCHRC.

ANALYSIS

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This renewal agreement has been reviewed by Dean Simon B. Hoffman and college staff. The annual cost for this agreement is not to exceed \$2,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with the Orange County Human Relations Council in Santa Ana, California.

Fiscal Impact:	Approximately \$2,000 FY 2013-2014	Board Date: May 20, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With: ORANGE COUNTY HUMAN RELATIONS COUNCIL

THIS AGREEMENT is entered into this 1st day of July, 2013

by and between the **Rancho Santiago Community College District**, 2323 North Broadway, Santa Ana, California 92706-1640 (**District**) and the **Orange County Human Relations Council**, 1300 S. Grand Ave. Building B, Santa Ana, CA 92705 (**Agency**).

RECITALS

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

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

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

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

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

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

B. DISTRICT'S RESPONSIBILITIES

1. Job Market Study. Prior to the establishment of this vocational or occupational training program, the District's governing board shall have conducted a job market study of the labor market area and determined that the results justified the proposed vocational education program. (Education Code Section 78015)

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

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

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

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

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

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

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

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

10. Obtaining Approval of Degree and Certificate Programs Is

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

11. Classes Held Outside of District. If the classes are to be located

outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

12. Funding Source. District shall certify that it does not receive full

compensation for the direct education costs of the course from any public or private agency, individual, or group.

13. Certification. District is responsible for obtaining certification

verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the

services and materials to be supplied hereunder is: Fifty-seven dollars (\$57.00) per instructional hour in the CJA100A Basic Police Academy as scheduled by academy staff and approved by the Criminal Justice Academy Assistant Dean. The annual contract amount shall not exceed \$2,000 per fiscal year.

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

D. TERMS AND CONDITIONS

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

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

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

4. Indemnification. All parties to this agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this agreement, of

the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this article do not apply to any damage or loss caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

5. Term. This Agreement shall be in effect for the period of July 1, 2013 through June 30, 2018 , unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

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

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

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

If to District:

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

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

If to Agency:

Orange County Human Relations Council
1300 S. Grand Ave. Building B
Santa Ana, CA 92705
714-567-5117

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

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

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

**Agency: ORANGE COUNTY HUMAN
RELATIONS COUNCIL**

**District: RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor of
Business Operations and Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

Orange County Human Relations Council

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

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

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

4. **Enrollment of Students:** Rancho Santiago Community College District will supply current student enrollment forms to **Orange County Human Relations Council**. **Orange**

County Human Relations Council will return properly completed enrollment forms to the District prior to beginning instruction.

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

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

CJA100A Basic Academy Courses that are approved by the Criminal Justice Academies Assistant Dean and specific to Criminal Justice.

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

To: Board of Trustees	Date: May 20, 2013
Re: Approval of CJA Agreement Renewal: Tustin Police Department	
Action: Request for Approval	

BACKGROUND

Over the past five (5) years, Santa Ana College and the Tustin Police Department have shared in a partnership that provides quality and professional law enforcement training. The current agreement was established in May, 2008. We continue in building an even stronger relationship with the local Orange County Municipal Police Departments. As a regional training site, this relationship only enhances our goal of creating partnerships that improve the quality of Peace Officer training in Orange County.

ANALYSIS

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This renewal agreement has been reviewed by Dean Simon B. Hoffman and college staff. The annual cost for this agreement is not to exceed \$20,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with the Tustin Police Department in Tustin, California.

Fiscal Impact:	Approximately \$20,000 FY 2013-2014	Board Date: May 20, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With: TUSTIN POLICE DEPARTMENT

THIS AGREEMENT is entered into this 1st day of July, 2013 by and between the **Rancho Santiago Community College District**, 2323 North Broadway, Santa Ana, California 92706-1640 (**District**) and the **Tustin Police Department**, 300 Centennial Way, Tustin, CA 92780 (**Agency**).

RECITALS

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

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

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

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

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

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

B. DISTRICT'S RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 7,407 hours or \$20,000 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services/Technology Division or the Assistant Dean of Criminal Justice Academies.

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

D. TERMS AND CONDITIONS

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

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

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

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

5. Term. This Agreement shall be in effect for the period of **July 1, 2013** through **June 30, 2018**, unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without

cause upon 30 days prior written notice given by either party.

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

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

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

If to District:

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

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

If to Agency:

Tustin Police Department
300 Centennial Way
Tustin, CA 92780

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

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

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

Agency: TUSTIN POLICE DEPARTMENT District: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____ By: _____

Name: _____ Name: Peter J. Hardash

Title: _____ Title: Vice Chancellor of Business Operations/Fiscal Services

Date: _____ Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

Tustin Police Department

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

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

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

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan,

schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

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

Courses approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

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

To: Board of Trustees	Date: May 20, 2013
Re: Approval of CJA Agreement Renewal : Costa Mesa Police Department	
Action: Request for Approval	

BACKGROUND

Over the past five years, Santa Ana College and the Costa Mesa Police Department, have shared in a partnership that provides quality and professional law enforcement training. The current agreement was established in June, 2008. We continue in building an even stronger relationship with the local Orange County Municipal Police Departments. As a regional training site this relationship only enhances our goal of creating partnerships that improve the quality of Peace Officer training in Orange County.

ANALYSIS

This renewal agreement shall remain in effect for five (5) years or until terminated by either party. This renewal agreement has been reviewed by Dean Simon B. Hoffman and college staff. The annual cost for this agreement is not to exceed \$27,000 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with the Costa Mesa Police Department in Costa Mesa, California.

Fiscal Impact:	Approximately \$27,000 FY 2013-2014	Board Date: May 20, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, D ean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With: COSTA MESA POLICE DEPARTMENT

THIS AGREEMENT is entered into this **1st day of July, 2013** by and between the **Rancho Santiago Community College District**, 2323 North Broadway, Santa Ana, California 92706-1640 (**District**) and the **Costa Mesa Police Department**, 99 Fair Drive, Costa Mesa, CA 92626 (**Agency**).

RECITALS

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

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

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

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

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

2. **Student Attendance Records**. Records of student attendance and

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

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.
2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.
3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.
4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.
5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

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

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

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

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

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

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

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

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 10,000 hours or \$27,000 per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services/Technology Division or the Assistant Dean of Criminal Justice Academies.

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

D. TERMS AND CONDITIONS

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

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

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

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

5. Term. This Agreement shall be in effect for the period of **July 1, 2013** through **June 30, 2018**, unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

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

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

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

If to District:

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

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

If to Agency:

Costa Mesa Police Department
99 Fair Drive
Costa Mesa, CA 92626

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

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

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

Agency: COSTA MESA POLICE
DEPARTMENT

District: RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor of
Business Operations/Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

Costa Mesa Police Department

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

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

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

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan,

schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

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

Courses approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: May 20, 2013
Re: Approval of OTA Agreement Renewal – Orange County Therapy Services	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Orange County Therapy Services in San Clemente, California.

Fiscal Impact: None	Board Date: May 20, 2013
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	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 22nd of April by and between **Orange County Therapy Services**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

Without limiting the indemnification obligations stated below, each party to the Agreement shall maintain and secure at its own expense comprehensive general liability, property damage insurance, and professional liability of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

- D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

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

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

Agency: Orange County Therapy Services

Orange County Therapy Services
PO Box 73575
San Clemente, CA 92673

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Janette Morey, OTR/L
Director

Date: _____

Date: _____

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of OTA Agreement Renewal – Kedren Community Mental Health Center	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Kedren Community Mental Health Center in Los Angeles, California.

Fiscal Impact:	None	Board Date: May 20, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the April 1st, 2013 by and between **Kedren Community Mental Health Center**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

Without limiting the indemnification obligations stated below, each party to the Agreement shall maintain and secure at its own expense comprehensive general liability, property damage insurance, and professional liability of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

- D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

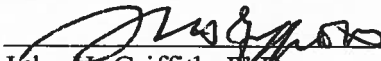
- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party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

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

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

Agency:
Kedren Community Mental Health Center
4211 South Avalon Blvd.
Los Angeles, CA 90011

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



John H. Griffith, M.D.
President and CEO

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: May 20, 2013
Re: Approval of OTA Agreement Renewal – Providence Health System	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for two (2) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon B. Hoffman and college staff. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with the Providence Health System in Torrance, California.

Fiscal Impact:	None	Board Date: May 20, 2013
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	

CLINICAL EDUCATION AGREEMENT

This Clinical Education Agreement ("Agreement") is entered into this 1st day of June 2013 (the "Effective Date"), between Providence Health System – Southern California, Providence Medical Institute, and Providence Trinity Care Hospice, including those facilities listed on Exhibit A (each individually referred to as a "Facility" and collectively referred to as Facilities") and Rancho Santiago Community College District on behalf of Santa Ana College ("School").

Facilities own and operate licensed facilities in California that offer a full range of hospital and other healthcare services. Facility is willing to provide clinical education experience to students of School in the programs listed on Exhibit B in accordance with the terms of this Agreement. School desires to use the Facility as an opportunity for its students to obtain clinical learning experience as required by their curriculum.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

1. **Responsibilities of the Facility**

1.1. **Clinical Instruction.** Facility shall provide suitable clinical experience for students as prescribed by the School's curriculum and in accordance with any written objectives provided by School to Facility. Services will be provided in compliance with the directions of the Facility, Facility manuals, policies and procedures, the standards and recommendations of The Joint Commission, the applicable standards of relevant professional societies, and applicable local state and federal regulations. No clinical education shall be offered by Facility with respect to procedures that are contrary to the Providence Health & Services Mission and Core Values and the Roman Catholic moral tradition as articulated in such documents as The Ethical and Religious Directives for Catholic Health Care Services. Students will be assigned to Facility upon the mutual agreement of Facility and School. Facility will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate. Facility retains full responsibility for the care of its patients. Students will receive no monetary compensation under terms of this Agreement, and are not deemed an employee under Worker's Compensation statutes.

1.2. **Facility Personnel.** Facility will designate appropriate personnel to coordinate the student's clinical learning experience. This will involve planning between responsible School faculty and designated Facility personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the instruction of the Facility. Facility will designate and submit in writing to the School the name and professional and academic credentials of a person to be responsible for the clinical education program. That person will be known as the clinical coordinator for clinical education (CCCE).

1.3. **Inspection.** Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the School.

1.4. **Exclusion of Students.** Facility reserves the right to terminate the continuation of any student who is not complying with applicable Facility policies, procedures or directions from Facility personnel or physicians involved in the clinical education program or who is deemed by Facility not to

have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continuation at Facility, or whose conduct interferes with the proper operation of Facility.

1.5. Emergency Care. Facility shall provide necessary emergency care or first aid required by an accident occurring at Facility for students participating under the terms of this Agreement, and, except as herein provided, Facility shall have no obligation to furnish medical or surgical care to any student. The student bears responsibility for the cost of such care as well as any follow-up care.

1.6. Regulations. Facility will provide the student with access to the written regulations that will govern the student's activities while at Facility. Facility shall also provide the student with policies relating to the Deficit Reduction Act, including Facility's Fraud and Abuse Prevention and Detection Policies.

1.7. Records and Reports. Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the School on forms provided by the School.

1.8. Insurance. Facility shall maintain adequate professional and commercial general liability insurance or self-insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual. Certification of such coverage shall be provided to School.

2. Responsibilities of the School

2.1. Publications. The School will prohibit the publication by the students any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and the School.

2.2. Clinical Experiences. It shall be the responsibility of the academic coordinator of clinical education of the School, after consultation with Facility, to help plan the clinical educational program for student clinical experiences.

2.3. Program Description. School will provide Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at Facility.

2.4. Student Compliance. School will assure that students abide by the policies of Facility while using Facility facilities, including policies related to confidentiality of patient information. School shall immediately report any errors in accordance with Facility procedures. School will assure that students do not copy or remove confidential information from Facility premises. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of Facility. School will assure that students are educated regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to Facility.

2.5. Student Qualifications. School will assign to Facility only those students who have satisfactorily completed the prerequisite didactic portion of the University's curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

2.6. Student Health. School will assure that students have up-to-date immunizations for Hepatitis B, Diphtheria and Tetanus, and will demonstrate either a negative skin test or chest x-ray for Tuberculosis before beginning the clinical education program. School will have on file, records of positive titer or of immunization administered after 1967 for Rubella and Rubeola for each student born after 1956.

2.7. Scheduling. The days and hours of clinical experience are to be planned by the faculty of School in consultation with the CCCE.

2.8. Pre-Placement Checks.

(a) School agrees to request a criminal background check pursuant to applicable Hospital policy (Prov-HR-421) and "Child and Adult Abuse Laws." School agrees to provide Hospital with a copy of the criminal background check results. School acknowledges that placement of each student at Hospital is contingent upon provision of the criminal background check results within the timeframes required under Hospital's policy.

(b) School shall perform an excluded provider search on the Office of Inspector General List of Excluded Individuals/Entities (<http://exclusions.oig.hhs.gov/search.aspx>) and the System for Award Management (SAM) site (<http://www.sam.gov>) for any students providing treatment, care or services at Facility. Evidence that each student is not on the above mentioned excluded provider list is a condition precedent to clinical education program placement.

3. Insurance.

School shall maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for itself and those students participating in the clinical education program, and shall name Facility as an additional insured with respect to any risks that are the responsibility of School or its students under the terms of this Agreement. School shall also maintain workers' compensation insurance for its students. School shall provide Facility with a certificate of insurance evidencing the coverage required by this Agreement.

4. Indemnity.

Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

5. Term and Termination.

5.1. Term. This Agreement will be in effect for two (2) years, beginning June 1, 2013 and ending May 31, 2015. This Agreement may be renewed for additional two (2) year terms upon the written agreement of both Facility and School.

5.2. Termination. Either party may terminate this Agreement at any time by giving 30 days written notice of termination to the other party. If Facility terminates this Agreement by giving

such notice to School, students currently participating in the Clinical Education Program at Facility will be allowed to complete the program.

6. Nondiscrimination.

Facility and the School agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, gender identity, sexual orientation, race, color, religious belief, national origin or physical handicap.

7. Non-assignability.

Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

8. Notices.

When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below and on the attached Exhibit A:

To Facility: Providence Health System – Southern California
20555 Earl Street – Torrance Regional Office
Torrance, CA 90503
Attention: Sylvia Nunez, Contract Administrator

To School: Rancho Santiago Community College District
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
Attention: Debbie Hyman, Fieldwork Coordinator

SIGNATURES APPEAR ON NEXT PAGE

FACILITY:
PROVIDENCE HEALTH SYSTEM –
SOUTHERN CALIFORNIA

SCHOOL:
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT – SANTA ANA
COLLEGE

By: _____
Name: Kathleen Harren, RN, MHA MSN
Title: Regional Director, Nursing Institute

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

By: _____
Name: Katherine Bullard, RN, MS RCNO
Title: Regional Chief Nursing Officer

Date: _____

Date: _____

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Versions 6/19/09

**EXHIBIT A
PROVIDENCE FACILITIES**

Providence Health System - Southern California (818) 496-4630

d/b/a Providence Little Company of Mary

Medical Center Torrance

4101 Torrance Boulevard

Torrance, CA 90503

(310) 540-7676

Home Health

3551 Voyager Street, Suite

201 Torrance, CA 90503

(310) 370-5895

Providence Health System - Southern California

d/b/a Providence Little Company of Mary

Medical Center San Pedro

1300 W. Seventh Street

San Pedro, CA 90732

(310) 832-3311

The Roy and Patricia Disney Cancer Center

181 S. Buena Vista Street

Burbank, CA 91505-4809

1-888-HEALING (432-5464)

Providence Holy Cross Medical Center

15031 Rinaldi Street

Mission Hills, CA 91345-1207

(818) 365-8051

Providence St. Elizabeth Care Center

10425 Magnolia Blvd.

North Hollywood, CA 91601

(818) 980-3872

Providence Saint Joseph Medical Center

501 S. Buena Vista Street

Burbank, CA 91505-4809

(818) 843-5111

Occupational Health Center (OHC)

3413 Pacific Avenue

Burbank, CA 91505

(818) 953-4408

Providence Tarzana Medical Center

18321 Clark St.

Tarzana, CA 91356

(818) 881-0800

Valley Radiation Oncology Center (VROC)

5529 Reseda Blvd.

Tarzana, CA 91356

(818) 774-2860

Providence Trinity Care Hospice

5315 Torrance Blvd., Suite B-1

Torrance, CA 90505

(310) 543-3400

The Wellness Community at Providence

214 S. Frederic Street, Apt. A

Burbank, CA 91505

(800) 313-9737 or (818) 848-2099

Providence Sub Acute Care Center

1322 West Sixth Street

San Pedro, California 90732

(310) 791-4518

**Providence Center for Community Health
Improvement**

6801 Coldwater Canyon Ave.

North Hollywood, CA 91605

(888) 432-5464

Providence Little Company of Mary

Transitional Care Center

4320 Maricopa Street

Torrance, CA 90503

(310) 303-5900

Providence Home Care

3413 W. Pacific Ave

Burbank, CA 91505

(818) 953-4451

Providence Holy Cross Medical Center

Sub Acute Unit

11600-A Indian Hills Rd.

Mission Hills, CA 91345

**Providence Medical Institute, d/b/a Providence
Little Company of Mary Medical Institute**

(including all its clinics)
5315 Torrance Blvd.
Torrance, CA 90503
(310) 543-7020

EXHIBIT B
CLINICAL EDUCATION DISCIPLINES

- Occupational Therapy Assistant Program

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of OTA Agreement Renewal – County of Riverside	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with the County of Riverside in Riverside, California

Fiscal Impact:	None	Board Date: May 20, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC HEALTH

FOR COUNTY USE ONLY



COUNTY DEPT/DIVISION DOPH/ Community Outreach		CONTRACT NO. 14-005	RFP NO. ----
FUND: 10000	DEPARTMENT ID: 4200102000	PROJECT-GRANT -----	PROGRAM -----
CLASS/LOCATION 6572-33225		CONTRACT AMOUNT \$-0-	
PERIOD OF PERFORMANCE:		July 1, 2013 through June 30, 2014	
COUNTY CONTACT: Julisa Alvizo-Silva Community Outreach Manager Ph: (951) 358-5255 Email: JAlvizo@rivcocha.org		CONTRACTOR REPRESENTATIVE: Debbie Hyman, OTR/L Academic Fieldwork Coordinator Ph: (714) 564-6684 Email: hyman.deborah@sac.edu	
PROGRAM NAME:		Student Affiliation	

This student affiliation agreement is made and entered into by and between the County of Riverside, a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as ("COUNTY"), and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter referred to as ("COLLEGE").

WITNESSETH:

WHEREAS, the COLLEGE'S program(s)/school(s) requires its students to have internship/residency experience and use of clinical/practicum facilities; and

WHEREAS, COUNTY can provide such field work and wishes to participate in student's program and is willing to permit the use of its clinical/practicum facilities and services for education of said students;

WHEREAS, it is to the mutual benefit of the parties hereto that the student's of the COLLEGE internship/residency program use the COUNTY for their experience.

NOW THEREFORE in consideration of the mutual promises, covenants and conditions hereinafter contained, the Parties hereto mutually agree as provided on pages 1 through 9, and Attachment A, consisting of one (1) page, attached hereto and incorporated herein.

COLLEGE

Rancho Santiago Community College District
On behalf of Santa Ana College

COUNTY

By _____

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

By _____

Purchasing Agent

Date _____

Date _____

1. **GENERAL UNDERSTANDINGS.** Subject to the terms and conditions of this Agreement:

- 1.1 The number of students enrolled in the COLLEGE'S programs/schools, as stated in Attachment A, to be covered by this Agreement shall be decided by mutual agreement of the parties hereto. The days and hours of experience shall be planned by the COLLEGE, and the COUNTY Director of the Department of Public Health, or designee, within the regular working hours of the COUNTY.
- 1.2 The COUNTY Director of the Department of Public Health, or designee, shall coordinate with the COLLEGE in planning the days and hours of student experience and shall have final approval of such plans. Geographical areas of assignment shall be the responsibility of COUNTY.
- 1.3 The COLLEGE and COUNTY agree to promote the exchange of information by mutual participation in new or expanded programs, research or other pertinent concerns coming within the philosophies and policies of the COLLEGE or COUNTY. The parties furthermore agree to cooperate in the concurrent and terminal, evaluation of student experience.
- 1.4 **HIPAA REGULATIONS:** The COLLEGE hereby verifies knowledge of HIPAA standards and codes relating thereto as they apply to patient care, the COLLEGE, and COLLEGE programs, and states that all students and instructors will be instructed in accordance therewith. A strict code of confidentiality is to be maintained. All information obtained from client/patient records is to be held in confidence. No copies of client/patient records shall be made, and no records or copies thereof are to be removed from COUNTY. Clients/Patients will not be identified in any manner in reports of case studies undertaken by students. The COLLEGE will prohibit the publication by the students of any material relative to their clinical learning experience that has not been approved for release for publication by both the COUNTY and the COLLEGE.

- 1.5 COUNTY will provide orientation for students and instructors to inform them as to rules and regulations of COUNTY, including ethical practice and drug abuse. Students and instructors are to be subject to said rules and regulations for as long as they are performing or participating in any manner under this Agreement. If the conduct or health of a student or instructor should be such as to impair their participation in the COLLEGE'S program, or unfavorably affect the COUNTY program, such student or instructor shall be suspended from further participation under this Agreement pending a conference between the COLLEGE and COUNTY representatives. Such request for suspension and subsequent conference will be in writing and include a statement of the reason(s) student or instructor has been suspended. Thereafter, remedial actions as may be deemed necessary shall be taken by the COLLEGE with five (5) days of receipt of the written request.
- 1.6. Students or instructors who suffer illness or injury while at the COUNTY will be referred to their individual health care provider, and/or returned to the COLLEGE campus as soon as conditions permit. If a life threatening emergency occurs, the student or instructor will be assisted to the nearest health care emergency service. Except as herein provided, COUNTY shall have no obligation to furnish medical or surgical care to any student or instructor.
- 1.7 Instructors selected by the COLLEGE for Performance under this Agreement shall be subject to the approval by COUNTY. The COLLEGE will allow adequate time for orientation of new faculty to the COUNTY. Faculty salary shall be paid by the COLLEGE.
- 1.8 It is mutually agreed and understood that the provision of facilities by COUNTY is contingent upon and limited by the availability of such facility/facilities and availability of coordinating County staff.
- 1.9 The COLLEGE will inform students and instructors that they are not employees of the COUNTY and will not receive compensation from COUNTY.

1.10 BACKGROUND CHECK:

1.10.1 COUNTY will require a background check, in accordance with the County LiveScan Policy C-33, BACKGROUND CHECK POLICY, for all students prior to permitting the student to participate in the educational experience program at Riverside County facilities.

1.10.2 COUNTY will accept background checks completed by the COLLEGE for all students participating in the educational experience program at Riverside County facilities.

1.10.3 Students shall complete and sign the appropriate release/waiver form(s) prior to the COUNTY accessing background check information.

1.10.4 COUNTY understands and agrees that the information received related to background check shall not be stored electronically and will be destroyed after the student's acceptance is determined. Destruction of this information shall be to the extent that the identity of the individual can no longer be determined.

2. RESPONSIBILITIES OF COLLEGE.

The COLLEGE shall:

- 2.1** Assume responsibility for the professional preparation of the student(s) and compliance of the curriculum with the education standards set forth by the appropriate profession association.
- 2.2** Be responsible for the instruction, guidance, and supervision of the COLLEGE students while at the COUNTY pursuant to this Agreement.
- 2.3** Notify students that conformance is required to all applicable COUNTY policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the COLLEGE and the COUNTY.
- 2.4** Provide to COUNTY a copy of the performance objectives for the clinical experience annually, and assurance that the participating students are theoretically prepared to meet those objectives.
- 2.5** Require participating students to wear appropriate dress when at the COUNTY.

- 2.6** Be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. COUNTY shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this agreement. It is the intention of the COLLEGE and COUNTY that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents and employees.
- 2.7** No later than two weeks before the beginning of activities covered by this Agreement provide the following information for each student/instructor covered by this Agreement:
- 2.7.1** Student's/instructor's name.
 - 2.7.2** A brief introduction to the student/instructor.
 - 2.7.3** Written evidence of the student's/instructor's health status:
 - 2.7.3.1** An annual physical examination by a physician (if working in Family Care Center clinic).
 - 2.7.3.2** Tuberculin (Mantoux) PPD skin test within the previous three (3) months. If the student or instructor has a history of a positive PPD, a written report of a Chest X-Ray (CXR) performed within the last three (3) months must be submitted.
 - 2.7.3.3** Current immunizations for: rubella, rubeola, mumps, varicella, Hepatitis B, diphtheria, tetanus and trivalent polio.
 - 2.7.3.4** Rubella—all students/instructors must provide:
 - 2.7.3.4.1** evidence of prior rubella vaccine OR
 - 2.7.3.4.2** positive laboratory test for rubella antibodies OR
 - 2.7.3.4.3** documentation of a physician diagnosis of rubella OR
 - 2.7.3.4.4.** Receive the necessary doses of rubella-containing vaccine (MMR) to meet the requirement of having received two doses of rubella vaccine (minimum of twenty-eight days apart).
 - 2.7.3.5** Measles (rubeola): All students/instructors must provide:
 - 2.7.3.5.1** evidence of a positive laboratory test for measles antibodies OR

- 2.7.3.5.2 evidence of prior receipt of two doses of measles vaccine (minimum of twenty-eight days apart) OR
- 2.7.3.5.3 documentation of a physician diagnosis of measles (rubeola) OR
- 2.7.3.5.4 receive the necessary doses of measles-containing vaccine (MMR) to meet the requirement of having received two doses of measles vaccine (minimum of twenty-eight days apart).
- 2.7.3.5.5 Other requirements as currently required by the Public Health Officer.

- 2.8 COLLEGE hereby insures that participating students have met all departmental regulations for admission and have been informed of all COUNTY requirements.
- 2.9 COLLEGE shall provide all equipment and supplies needed for clinical instruction at the COUNTY. The student's name/identification badge shall be provided by the COLLEGE.

3. INSURANCE.

- 3.1 Warrant that certificates satisfactory to the COUNTY Risk Manager evidencing the maintenance of the following required relevant insurance coverage shall be filed with COUNTY Contracts Administration prior to performance of any of the terms of this Agreement:
 - 3.1.1 General Liability coverage with a limit of one million dollars (\$1,000,000) per occurrence and aggregate of three million dollars (\$3,000,000).
 - 3.1.2 Worker's Compensation coverage covering COLLEGE'S full liability is provided for instructors assigned by the COLLEGE to participate in this agreement.
 - 3.1.3 Student Accident Policy is provided to assigned students.

3.1.4 Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that, thirty (30) days written notice shall be given to COUNTY prior to any modification, cancellations, expiration or reduction in coverage of such insurance. In the event of any such modification, expiration or reduction in coverage and on the effective date thereof, this Agreement shall terminate forthwith, unless COUNTY receives prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. The original endorsements for each policy and the certificate of insurance shall be signed by an individual authorized by the insurance carrier to do so, on its behalf.

4. RESPONSIBILITIES OF COUNTY.

COUNTY shall:

- 4.1** Designate a Coordinator of Clinical Education who will be responsible for planning and implementation of the clinical education experience. The aforementioned individual shall meet the criteria established by the State's legislative and regulatory agency and the appropriate licensing associations for the supervision of students in the clinical education setting.
- 4.2** Provide the Coordinator of Education or Instructor with time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conference.
- 4.3** Provide to each student specific clinical experience opportunities/projects consistent with the program objectives. COUNTY shall provide for observation, participation, and independent activity in the COUNTY program and will assist in obtaining this in related voluntary agencies where possible.
- 4.4** To structure the clinical experience as needed to meet the objectives of the clinical education experience and professional preparation of students, subject to and within the constraints of physical environment, patient load and/or experience available.

- 4.5 Advise the COLLEGE of any, change in personnel, operation, or policies which may affect the clinical education experience.
- 4.6 Provide assigned students, whenever possible the use of the library resources, reference materials and other specialized learning experience.
- 4.7 Make available/provide students with copies of the Department's rules and regulations, policies and procedures with which the student is expected to comply.
- 4.8 Upon reasonable request, permit the COLLEGE and/or appropriate agencies charged with the responsibility of accrediting or approving the training program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical training.
- 4.9 Evaluate the performance of student on a regular basis using the evaluation form provided by the COLLEGE and notify the COLLEGE of any Serious Deficits Note in student's abilities; and forward the written evaluation upon completion to the COLLEGE.

5. **ELIGIBILITY.** In accordance with Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, sex, color, or national origin be excluded from the participation in, or be denied the benefits of, or subject to discrimination under any program or activities included herein.

6. **HOLD HARMLESS.**

- 6.1 The COLLEGE shall indemnify and hold harmless the COUNTY, its agencies, districts and departments, their respective officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of COLLEGE, its officers, employees, agents, representatives or students arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death.

6.2 The COUNTY shall indemnify and hold harmless the COLLEGE, its agencies, districts and departments, their respective officers, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any act or omission of COUNTY, its agencies, districts and departments, their respective officers, elected and appointed officials, employees, agents and representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death.

7. **TERMINATION.**

7.1 This Agreement shall be effective from July 1, 2013 through June 30, 2014 (renewable annually). Either party shall have the right to terminate this Agreement upon three months' written notice to the other party provided, however, that said termination may occur only at the end of an academic quarter in which students are registered. The party desiring termination shall arrange for a conference with the other participating party.

7.2 There shall be an annual review of this Agreement each year prior to May 1st for the purpose of determining if the Agreement shall be continued, terminated, or modified.

8. **VENUE.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings in any other county.

9. **ENTIRE AGREEMENT.** This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and supersedes any and all prior and contemporaneous Agreement and understandings, oral or written, in connection therewith. The Agreement may be changed or modified only upon the written consent of the parties hereto.

10. **LICENSE**. COLLEGE verifies upon acceptance of the terms of this Agreement execution thereof, possession of any current and valid licenses required for compliance with any local, State and Federal laws and regulations pertaining to the intent and scope of services of this Agreement.

11. **OSHA REGULATIONS**. COLLEGE is hereby verifies knowledge of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor, and the derivative Cal/OSHA standards, laws and regulations relating thereto as they apply to the COLLEGE and COLLEGE programs, and states that all students and instructors will be instructed in accordance therewith.

12. **NOTICES**. Any notices required to be given under this agreement shall be given by regular mail, postage prepaid, addressed as follows:

COUNTY:

County of Riverside Department of Public Health
Internal Support Services Contracts Administration
4065 County Circle Drive
Suite #403
Riverside, California 92503
Attn: Contracts Unit

COLLEGE:

Rancho Santiago Community College District
On behalf of Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
Attn: OTA Program Fieldwork Coordinator

or to such other address (es) as the Parties may hereafter designate.

ATTACHMENT A

The following UNIVERSITY'S program(s)/school(s) are participating in the student affiliation internship/residency program as set forth in this Agreement:

1. Occupational Therapy Assistant

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

To: Board of Trustees	Date: May 20, 2013
Re: Approval of New OTA Agreement – Desert Rehabilitation Institute	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Desert Rehabilitation Institute in El Centro, California.

Fiscal Impact:	None	Board Date: May 20, 2013
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	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 29th of April, 2013 by and between **Desert Rehabilitation Institute**, hereinafter called the Agency, and **Rancho Santiago Community College District** on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV.

JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

Without limiting the indemnification obligations stated below, each party to the Agreement shall maintain and secure at its own expense comprehensive general liability, property damage insurance, and professional liability of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

C. Indemnification

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

PART V.

STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

- D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

**District: Rancho Santiago Community
College District**

Agency: Desert Rehabilitation Institute

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

Desert Rehabilitation Institute
1611 West Main Street
El Centro, CA 92243

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Ted W. Fehr, OTR/L, HTC
Director
Hand Therapy

Date: _____

Date: _____

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of New OTA Agreement – Gentiva Health Services	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective 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 Gentiva Health Services in El Centro, California.

Fiscal Impact:	None	Board Date: May 20, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman , Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL TRAINING AGREEMENT

THIS EDUCATIONAL TRAINING AGREEMENT is made and entered into on this 1st day of May, 2013 ("Effective Date") by and between Rancho Santiago Community College District on behalf of Santa Ana College ("School") and Gentiva Certified HealthCare Corp. d/b/a Gentiva Health Services ("GENTIVA").

RECITALS

A. School has established educational training program(s) for its students, hereinafter referred to as Students, which is described in Exhibit A (the "Program"). Any terms of Exhibit A conflicting with the terms of the Agreement, the terms of the Agreement shall prevail.

B. School and School's Students participating in the Program ("Students") would benefit from educational opportunities available at GENTIVA, and GENTIVA is willing to allow School and Students to train at GENTIVA.

AGREEMENTS

In consideration of the Recitals and mutual agreements that follow, the parties agree to the following terms and conditions:

1. School Obligations.

(a) Operation of Program. School shall be solely responsible for the safe and effective operation, administration and oversight of the Program and Students. Program shall be in compliance with all applicable laws, rules, regulations, professional standards and licensure requirements. School represents and warrants that School and the Program, if applicable, is and will remain properly accredited during the term of this Agreement and that School is an educational institution or a program or school directly controlled by an educational institution that is accredited by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges.

(b) Instructors. School shall assign an appropriate number of qualified instructors to supervise and train Students ("Instructors"). School represents and warrants that all Instructors are duly licensed, credentialed, certified and/or registered under the laws of the State of California, have not been excluded from participation in any federally funded health care program, and possess the education, skills, training and other qualifications necessary to perform the Instructors' functions.

(c) Completion of Course Curriculum. School represents and warrants that each Student, prior to training at GENTIVA, will have successfully completed the course curriculum and skills assessments necessary to safely and effectively perform the training assignments, including training on infection control. If applicable, School represents and warrants that Students also meet the following:

(i) Nursing Students. If Students are nursing Students, then School represents and warrants that each Student has a score of 85% or higher from the National Council Licensure Examination ("NCLEX").

(ii) Physician Residents. If Students are resident physicians, then School represents and warrants that each Student has a Doctor of Medicine or Doctor of Osteopathy from an institution accredited by the Liaison Committee on Medical Education or the American Osteopathic Association Commission on Osteopathic College Accreditation.

(d) Background Checks. School shall perform a background check in accordance with any and all applicable state and federal caregiver background check laws on each Instructor and Student prior to his or her starting to train at GENTIVA. School shall retain all background record checks in accordance with applicable laws and shall promptly provide such records to GENTIVA upon its request. School shall not allow any individual to train or serve as Instructor who has been found to have engaged in improper or illegal conduct relating to the elderly, children, or vulnerable individuals, or who would otherwise be barred from providing services under state or federal law.

(e) Orientation and Compliance with GENTIVA Policies and Procedures. School shall require its Students and Instructors to comply with all GENTIVA policies and procedures and attend all mandatory training and orientation provided by GENTIVA or School. Prior to instructing or performing training assignments, School shall provide Instructors and Students with appropriate training so they are familiar with GENTIVA, its policies, procedures and facilities, including training regarding GENTIVA's policies and procedures for handling Health Information (defined below), Corporate Compliance program and False Claims policy. Should Student provide more than 160 hours of direct patient care in a calendar year to GENTIVAs patients, Student shall be required to complete GENTIVA's Compliance training.

(f) Communicable Disease and Tuberculosis ("TB") Screening. School represents and warrants that all Students and Instructors meet all applicable federal, state and local health clearance requirements and are free of communicable disease and have a negative TB skin test or chest x-ray, if such persons may have direct contact with GENTIVA patients. School shall maintain records of such tests and shall promptly provide such records to GENTIVA upon its request.

(g) OSHA Education. School will ensure each Student has received training that explains OSHA standard 29 CFR part 1910.1030, universal precautions and bloodborne pathogens, and tuberculosis control.

(h) School acknowledges that GENTIVAs' policies and procedures are confidential, proprietary trade secrets of GENTIVA. School, Students, and Instructors will maintain the confidentiality of, and will not disclose the contents of GENTIVA's policies and procedures to any person or entity other than Students and Instructors engaged in training activities under this Agreement. In addition, School, participating Students and Instructors will maintain the confidentiality of all GENTIVA patients, and each participating Student will sign a Student Participation Agreement with GENTIVA.

(i) Coordination with GENTIVA. School shall coordinate with GENTIVA in the assignment and scheduling of Students.

(j) Uniforms. School shall require that Students and Instructors wear professional attire when training at GENTIVA along with a name badge that clearly indicates the individual's name, Student status, the individual's affiliation with School and any other specific information GENTIVA may reasonably require.

(k) Transportation. School will inform Students that each Student is responsible for travel to and from the patient's home. At no time will GENTIVA or any staff/employees provide transportation to any Student.

(l) Cooperation with Complaints. In the event of any complaint filed by or with respect to a GENTIVA patient or any investigation or inquiry initiated by any governmental agency or any litigation commenced against GENTIVA that may involve School, Instructor or any Student ("Complaint"), School shall fully cooperate with GENTIVA in an effort to respond to and resolve the Complaint in a timely and effective manner. If the Complaint relates to this Agreement, then School shall, in addition to any obligations under section 2, cooperate fully with any insurance company providing protection to GENTIVA in connection with the Complaint. In this connection, School agrees to notify GENTIVA promptly of any Complaints and to cooperate fully with the directions of GENTIVA with respect thereto.

(m) Student Responsibility. School represents and warrants that it informs and has Students acknowledge in writing that Student's presence at GENTIVA is in the status of an invitee solely for the purpose of Student's education and participation in the Program and that there exists no employer-employee relationship or independent contractor relationship between Student and GENTIVA; and Student is responsible for his or her actions when performing training assignments and will follow all instructions and will use the methods and techniques taught by School.

(n) Attendance at Meetings. At the request of GENTIVA, School, Instructors and Students shall attend meetings with GENTIVA personnel to review the operation of the Program and any specific concerns.

(o) Notification of Changes. School shall immediately notify GENTIVA of any changes or threatened changes to the representations and warranties contained in this Agreement.

2. Insurance and Hold Harmless.

(a) Insurance. Without limiting the indemnification obligations stated below, each party to the Agreement shall maintain and secure at its own expense comprehensive general liability, property damage insurance, and professional liability of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.

(b) Indemnification and Hold Harmless. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, students and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, students or volunteers. The provisions of this

Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

(c) Statutory Liability Protection. If School is a public institution, nothing in this Agreement shall be construed to waive, deny or in any way restrict liability coverage available to the School or any Student or Instructor or any other agents of School under applicable state law. For purposes of that section, the Students and Instructors shall be considered agents and employees, respectively, of School, and shall be considered acting within the scope of their agency or employment while participating in the Program. This section only applies to public institutions.

3. GENTIVA Obligations.

(a) Access to Premises, Supplies and Equipment. GENTIVA shall provide School, Instructor and Students with access to its premises and use of its supplies and equipment, as reasonably necessary for the Program.

(b) Access to Health Information. GENTIVA shall provide Instructors and Students with access to certain GENTIVA patient health information ("Health Information") for educational purposes which may include GENTIVA patients' plans of care, records and standard clinical materials. Prior to accessing Health Information, Instructors and Students must sign a confidentiality agreement provided by GENTIVA. Without limiting any term in the confidentiality agreement, any projects or papers completed by Student as part of the Program shall not disclose Health Information. In addition, School shall arrange for Instructors and Students to attend appropriate training regarding GENTIVA's policies and procedures for handling Health Information, as described in this Agreement.

(c) Withdraw of Student Access. GENTIVA reserves the right to withdraw or deny Student access to GENTIVA's premises or patients, without prior notice, if Student, in the sole opinion of GENTIVA: (i) constitutes a threat to the health, safety, welfare or harmony of any GENTIVA patients or employees or to GENTIVA property; (ii) fails to follow applicable GENTIVA policies and procedures; or (iii) commits any act of abuse or any illegal act within GENTIVA or against any GENTIVA patient.

4. Term and Termination.

(a) Term. The term of this Agreement shall begin on the Effective Date and continue until terminated as provided in this section.

(b) Termination by Written Notice. This Agreement may be terminated by either party for any reason by giving the other party written notice of termination thirty (30) days' prior to the date of termination.

(c) Termination by Agreement. This Agreement will terminate upon the written agreement of the parties.

(d) Immediate Termination by GENTIVA for Cause. GENTIVA may immediately terminate this Agreement if School, Instructors or Students no longer meet or is under threat of losing any of the qualifications required by this Agreement or fails to perform

their obligations under this Agreement and such failure threatens the health, safety, or welfare of GENTIVA patients.

5. Status of Instructors and Students. Students and Instructors are not employees or independent contractors of GENTIVA and are not entitled to wages or benefits of employees, including GENTIVA's Workers' Compensation or Unemployment Compensation insurance programs. School shall indemnify GENTIVA from and against any demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees, sustained or incurred by GENTIVA as a result of, arising out of or incidental to, any allegation that a Student or Instructor is an employee or contractor of GENTIVA.

6. General Provisions.

(a) Survival. The following sections shall survive termination of this Agreement for any reason: 1(j), 2(b), 2(c), 3(b), 5 and 6.

(b) Waiver. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver or relinquishment of any rights granted hereunder or of the future performance of any such term, covenant or condition.

(c) Amendment. This Agreement may be amended or modified only by the written agreement of the parties.

(d) Notices. Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested, or by electronic facsimile transmission with confirmation sent by first class mail, postage prepaid, addressed as follows:

To GENTIVA: Gentiva Health Services
1503 North Imperial Ave. Ste. 104
El Centro, CA 92243
Attn: Branch Director

With a copy:

Gentiva Health Services
Attn: Contracts Department
3350 Riverwood Parkway Suite 1400
Atlanta, GA 30339

To School: Santa Ana College
2323 N. Broadway
Santa Ana, CA 92706
Attn: Academic Fieldwork Coordinator

Notices given personally or by electronic facsimile transmission will be deemed communicated when delivered, and notices by mail will be presumed communicated on the third (3rd) day after mailing.

(e) **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

(f) **Protected Health Information.** Notwithstanding anything stated herein to the contrary, both parties agree that all patient(s)' individually identifiable health-related information ("Protected Health Information" ["PHI"] and/or "Electronic Protected Health Information" ["ePHI"]) shall be used and disclosed only as permitted by applicable state and federal laws, including without limitation applicable Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, the final Privacy Rule issued pursuant thereto and the Security Rule issued pursuant thereto ("HIPAA"), and as otherwise amended by Sections 13400 through 13424 of the Health Information Technology for Economic Clinical Health Act. Both parties shall also adopt and maintain procedures consistent with applicable law to safeguard the security and confidentiality of PHI and ePHI. Except as required to carry out the parties' obligations under this Agreement, the parties shall not disclose, sell or otherwise transfer or provide any PHI, ePHI, or other Confidential Information on any individually identifiable patient basis to any third party. In no event shall either party sell any PHI, ePHI or other Confidential Information of either party, whether or not such information is individually identifying.

(g) **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument. Counterparts signed and returned via facsimile or portable document format ("pdf") shall be deemed to be an original signature.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

**Gentiva Certified HealthCare Corp. d/b/a
Gentiva Health Services:**

BY _____
Name: _____
Title: _____
Date: : _____

**Rancho Santiago Community College
District on behalf of Santa Ana College:**

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

EXHIBIT A

Occupational Therapy Assistant Program Description

General Learning Objectives

During the Fieldwork experience, students are expected to:

1. Relate and/or apply classroom learning to practical settings through basic exposure, observation, and/or participative experience.
2. Demonstrate professional work habits and behaviors.
3. Establish meaningful and comfortable relationships with clients/patients and/or caregivers.
4. Establish positive working relationships with staff.
5. Demonstrate good judgment in seeking assistance, responding to feedback and supervision, and conducting him-/herself ethically and with appropriate courtesy in all working relationships.
6. Formulate general therapeutic goals and objectives appropriate for the specific practical setting by utilizing the holistic approach and integrating information with assistance from the clinical educator.
7. Demonstrate verbal and written communication in a clear, concise, and professional manner with assistance as necessary.
8. Identify the various roles in which an occupational therapy assistant performs or functions in the setting to which the student is assigned.
9. Observe the roles and functions of various team members in the treatment of the patients/clients.
10. Demonstrate responsibility and respect for the safety, age, gender, client/patient diagnosis, cultural diversity and confidentiality of the patient/client.
11. Observe role delineation of OTR/COTA/aide if applicable.
12. Observe administrative functions of the department and the role of OT in relation to administrative procedures.
13. Observe and participate in community based treatment if possible.
14. Conduct a structured or unstructured interview with a patient/ client or caregiver if required to complete the student's assignment.

STUDENT PARTICIPATION AGREEMENT

This Agreement, effective the _____ day of _____, 201____, is entered into by and between _____, referred to in this Agreement as "STUDENT," and Gentiva Certified HealthCare Corp. d/b/a Gentiva Health Services, with an office located at 1503 North Imperial Ave. Ste. 104, El Centro, CA 92243, referred to in this Agreement as "GENTIVA."

STUDENT is a Student in an educational program at Rancho Santiago Community College District on behalf of Santa Ana College ("Program").

GENTIVA is a GENTIVA services provider that has agreed to provide GENTIVA care experiences, in the form of an externship, for Students enrolled in Program.

STUDENT, in consideration for the opportunity to obtain such experience through GENTIVA, and GENTIVA agree to the following terms and conditions.

1. Responsibilities of STUDENT

1.01 Policies and Procedures. While STUDENT is involved in the externship program, STUDENT will adhere to GENTIVA policies and procedures.

1.02 Confidential Information. STUDENT recognizes that the knowledge and information acquired by STUDENT concerning GENTIVA's list of employer/employee contracts, customers, advertising, interviewing techniques, manuals, procedures, and forms constitute the most vital part of GENTIVA's business and are in their very nature trade secrets and confidential knowledge and information. STUDENT agrees not to disclose or make unauthorized use of such trade secrets or confidential knowledge and information either during the practicum experience or at any time thereafter.

1.03 Patient Confidentiality. STUDENT recognizes that the knowledge and information acquired by STUDENT concerning GENTIVA's patient's health care and medical records or any other personal or private information is confidential information, and STUDENT agrees that this confidential information will not be disclosed or used for any purpose or in any way whatsoever, either during STUDENT's participation in the practicum or at any time thereafter.

1.04 Medical Treatment. STUDENT assumes full responsibility for any and all costs associated with medical treatment which may be required as a result of participation in the externship. STUDENT will not be covered by GENTIVA's worker's compensation coverage or any other health benefit provided by GENTIVA to its employees.

1.05 Transportation. STUDENT will be responsible for travel to and from the patient's home. At no time will GENTIVA or any staff/employees provide transportation to STUDENT.

2. Mutual Responsibilities

2.01 Additional Terms and Conditions. STUDENT and GENTIVA agree that all of the relevant terms and conditions stated in the agreement between GENTIVA and Program, will be mutually binding on both STUDENT and GENTIVA.

2.02 Non-employee Status. STUDENT is not an employee of GENTIVA nor will STUDENT be recognized or considered as such.

GENTIVA and STUDENT have acknowledged their understanding of and agreement to the mutual promises written above by executing this Agreement.

Student:

GENTIVA:

Branch Manager

Date: _____

Date: _____

PATIENT PERMISSION FOR STUDENT EXTERNSHIP

I, _____, a patient of Gentiva Health Services, do give permission to allow Gentiva Health Services to permit students enrolled in an educational training program to observe the care being provided to me by a Gentiva Health Services representative. In some cases, the students will be permitted to provide limited hands-on care under the supervision of a Gentiva Health Services clinical preceptor of the same discipline. I also understand that students will be able to review my clinical record (chart) while I am under the care of Gentiva Health Services I further understand that all such information made available to students will be kept confidential.

This Agreement may be canceled by calling Gentiva Health Services at 760-353-3773.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana College
Puente Program

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Annual MOU with the Regents of the University of California/Puente Project for 2012-2013 and 2013-2014	
Action:	Request For Approval of Cooperative Agreement	

BACKGROUND

The Puente Project's mission statement describes Puente as an academic preparation program whose mission is to increase the number of educationally disadvantaged students who transfer to four-year colleges and universities, earn college degrees, and return to the community as mentors and leaders of future generations. Since 1981, Puente has provided training and support to campuses throughout the state for three primary areas of service to students: teaching, counseling, and mentoring. At Santa Ana College, these services are integrated within a learning community environment pairing English and counseling courses over 2 semesters, with additional group activities, mentoring by community professionals, and individual counseling provided outside of class. Santa Ana College is one of 56 community colleges with a Puente program, and has one of the longest running Puente programs in the state.

ANALYSIS

Passing rates for the Puente English courses are usually about 75%, and retention rates for program completion are approximately 90% annually. The required college contribution of \$5000 is primarily generated from sharing resources and working closely with other programs within the Transfer Center, which provides student field trips, visits or trips to universities, and community and cultural events. *Additional costs include instruction in FTES generating courses, and a minimal amount of time for program coordination and clerical assistance.

RECOMMENDATION

It is recommended that the Board of Trustees approve the annual MOU for the ongoing agreement between the Regents of the University of California/Puente Project and Santa Ana College Puente Project for 2012-2013 and 2013-2014.

Fiscal Impact:	\$5,000*	Board Date: May 20, 2013
Prepared by:	Sara Lundquist, Ph.D., Vice President, Student Services, Santa Ana College Micki Bryant, Ph.D., Dean of Counseling, Santa Ana College	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor	

COOPERATIVE AGREEMENT NO. 12-CCC PUENTE-44
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
PUENTE PROJECT
and
SANTA ANA COLLEGE
FISCAL YEAR 2012-2013

THIS AGREEMENT is entered into between The Regents of the University of California, (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and Rancho Santiago Community College District, on behalf of Santa Ana College (hereinafter called "Recipient").

WHEREAS, The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into a Memorandum of Understanding (MOU) which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2012 to June 30, 2013

II. STATEMENT OF PERFORMANCE

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at San Santa Ana College.

The current Puente *Community College Program Implementation Guidelines* is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Guidelines, this Agreement takes precedence. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor and counselor training as described in Article VI. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide mentor support funds of \$1,500 for the period stated above.

Payment of the amount stated above may be provided upon execution of this Agreement by both parties and submission of the **Certificate of Insurance**, as required by Article XII.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, and orientations, including food during these functions. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
- B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, and remitted by September 30, 2013 to Frank Garcia at the address listed in Article XVI.
- C. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.
- D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers, and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. RESPONSIBILITIES OF THE RECIPIENT

- A. Recipient shall offer a two-semester sequence of courses consisting of Pre-English 1A (or its equivalent) in the fall 2012 and English 1A (or its equivalent) in the spring 2013 for designated Puente students, who qualify using the English class assessment process for the Community College(s), and as outlined in the Puente *Community College Program Implementation Guidelines*.
- B. Recipient shall provide services including teaching, counseling, and mentoring components to first-year students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.
- C. Recipient shall select and hire the following staff:
 1. A **full-time Writing Instructor** whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English 1A, fall, and English 1A, spring, courses). The Writing Instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-ordination.
 2. A **full-time Counselor** assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.
 3. **Clerical assistance** for Puente of at least 10 hours a week.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.

Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente state or regional office staff. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$2,500 per person.

Recipient shall consult with the Puente Executive Director or his designee if any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working on the Puente project.

- D. Recipient shall provide office and administrative support in accordance with the following:
1. Recipient shall contribute, from its own resources or Title V funds, or through shared resources such as the transfer center, program-operating costs of at least \$5,000 for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, office supplies, books and curriculum materials.
 2. Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2012.
 3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2012.
 4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
 5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15, 2012.
- E. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in July 2012.
- F. Recipient agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.
- G. Recipient shall submit reports as specified by The Regents' Puente Office as described in Articles IV and VII of this Agreement.

VI. RESPONSIBILITIES OF PUENTE

- A. Training: Puente will provide the following staff development programs at no cost to Recipient:
1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
 2. Ongoing training for instructors and counselors participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings as needed.
 3. Ongoing support and resources for training.
 4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
 5. Instructor and counselor resource materials and mentor recruitment materials.
- B. Assessment: Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

VII. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also

participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

1. FALL TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration	October 29, 2012
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

2. SPRING TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration (new students)	March 30, 2013
Student Update Form (continuing students)	March 30, 2013
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

Please send completed forms and other data to the Puente State Office.

VIII. COLLECTION OF INFORMATION

In cases where the Recipient collects information by interview or by questionnaire from students, parents, or the public in connection with Puente, the Recipient may not, without prior written approval from The Regents, represent in any way that information is being collected by or for The Regents and Puente.

IX. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

X. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use *either* of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510-987-9548).

XI. INDEMNIFICATION

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

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

XII. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$3,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

3. Workers' Compensation as required under California State law.

4. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

6. The coverages required under this Article shall not in any way limit the liability of the Recipient.

G. 7. The coverages referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages

is required. Upon the execution of this Agreement, Recipient shall furnish to Frank Garcia at the address listed in Article XVI. Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an Additional Insured on the applicable policies.

NOTE: Payment will be withheld until Certificate(s) of Insurance have been received by The Regents.

XIII. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XIV. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XV. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XVI. PROJECT PERSONNEL AND OTHER CONTACTS

The Regents' Puente Contacts

Program Matters:

Frank García, Executive Director
Puente, University of California
300 Lakeside Dr., 7th Floor
Oakland, CA 94612
Email: Frank.García@ucop.edu
Phone: (510) 987-0860

Contractual Matters:

Lourdes DeMattos, Contract and Grant Officer
Research Policy Analysis and Coordination
Office of the President, University of California
1111 Franklin Street, 11th Floor, Oakland, CA 94607
Email: Lourdes.DeMattos@ucop.edu
Phone: (510) 987-9850

Recipient Contacts

Program Matters:

Name Micki Bryant, Ph.D. Title Dean of Counseling
Address 1530 W. 17th Street, Santa Ana, CA 92706
Email bryant_micki@sac.edu
Phone 714-564-6078

Fiscal Matters:

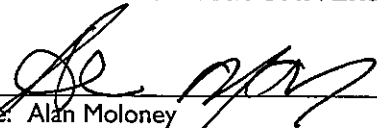
Name Peter Hardash Title Vice Chancellor
Address 2323 N. Broadway, Santa Ana, CA 92706
Email Hardash Peter@rsccd.edu
Phone 714-480-7340

Contractual Matters:

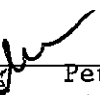
Name Micki Bryant, Ph.D. Title Dean of Counseling
Address 1530 W. 17th Street, Santa Ana, CA 92706
Email Bryant Micki@sac.edu
Phone 714-564-6078

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By:  Date: 8/20/12
Name: Alan Moloney
Title: Director, Procurement Services

SANTA ANA COLLEGE

By:  Date: _____
Name: Peter Hardash
Title: Vice Chancellor, Business Operations and Fiscal Services
Tax ID: 952696799

Sue

Check Registers Submitted for Approval
 Checks Written for Period 04/27/13 thru 05/10/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56615	General Fund Unrestricted	162,385.50	0.00	162,385.50	92*0352921	92*0353002
56616	General Fund Unrestricted	87,674.39	0.00	87,674.39	92*0353003	92*0353058
56617	General Fund Unrestricted	172,684.60	0.00	172,684.60	92*0353059	92*0353143
56618	General Fund Unrestricted	175,920.00	0.00	175,920.00	92*0353144	92*0353227
56619	General Fund Unrestricted	73,415.00	0.00	73,415.00	92*0353228	92*0353259
56627	General Fund Unrestricted	4,704.00	0.00	4,704.00	92*0353296	92*0353296
56628	General Fund Unrestricted	28,312.12	0.00	28,312.12	92*0353297	92*0353298
56631	General Fund Unrestricted	97.20	0.00	97.20	92*0353314	92*0353314
56633	General Fund Unrestricted	1,663,634.15	0.00	1,663,634.15	92*0353316	92*0353317
56634	General Fund Unrestricted	95,031.26	0.00	95,031.26	92*0353318	92*0353320
56635	General Fund Unrestricted	2,813.73	0.00	2,813.73	92*0353321	92*0353328
56636	General Fund Unrestricted	801.03	0.00	801.03	92*0353335	92*0353338
56637	General Fund Unrestricted	20,153.01	0.00	20,153.01	92*0353339	92*0353346
56638	General Fund Unrestricted	8,005.71	0.00	8,005.71	92*0353349	92*0353350
56641	General Fund Unrestricted	18,515.53	0.00	18,515.53	92*0353365	92*0353373
56647	General Fund Unrestricted	4,172.50	0.00	4,172.50	92*0353397	92*0353406
56648	General Fund Unrestricted	888.50	0.00	888.50	92*0353407	92*0353418
56650	General Fund Unrestricted	5,528.35	0.00	5,528.35	92*0353431	92*0353436
56651	General Fund Unrestricted	47,367.40	0.00	47,367.40	92*0353437	92*0353438
56653	General Fund Unrestricted	1,000.00	0.00	1,000.00	92*0353447	92*0353448
56654	General Fund Unrestricted	10,526.87	0.00	10,526.87	92*0353458	92*0353458
56655	General Fund Unrestricted	12,371.90	0.00	12,371.90	92*0353459	92*0353462
56656	General Fund Unrestricted	1,050.64	0.00	1,050.64	92*0353463	92*0353467
56660	General Fund Unrestricted	694.00	0.00	694.00	92*0353473	92*0353473
56661	General Fund Unrestricted	1,784.66	0.00	1,784.66	92*0353474	92*0353476
56662	General Fund Unrestricted	5,429.07	0.00	5,429.07	92*0353479	92*0353482
56664	General Fund Unrestricted	2,266.99	0.00	2,266.99	92*0353490	92*0353492
56665	General Fund Unrestricted	1,736.78	0.00	1,736.78	92*0353495	92*0353495
56670	General Fund Unrestricted	1,252.00	0.00	1,252.00	92*0353504	92*0353505
56678	General Fund Unrestricted	1,485.77	0.00	1,485.77	92*0353585	92*0353587
56680	General Fund Unrestricted	790.26	0.00	790.26	92*0353600	92*0353603
56683	General Fund Unrestricted	1,624.93	0.00	1,624.93	92*0353607	92*0353610
56685	General Fund Unrestricted	651.76	0.00	651.76	92*0353617	92*0353621
56687	General Fund Unrestricted	9,041.36	0.00	9,041.36	92*0353634	92*0353644
56689	General Fund Unrestricted	6,477.02	0.00	6,477.02	92*0353649	92*0353654
56695	General Fund Unrestricted	392.87	0.00	392.87	92*0353717	92*0353718
56705	General Fund Unrestricted	4,493.20	0.00	4,493.20	92*0353751	92*0353763
56706	General Fund Unrestricted	1,426.06	0.00	1,426.06	92*0353765	92*0353765
56707	General Fund Unrestricted	524.65	0.00	524.65	92*0353772	92*0353773
56708	General Fund Unrestricted	2,382.84	0.00	2,382.84	92*0353781	92*0353782
56709	General Fund Unrestricted	6,288.26	0.00	6,288.26	92*0353783	92*0353790

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56710	General Fund Unrestricted	1,339.54	0.00	1,339.54	92*0353791	92*0353792
56711	General Fund Unrestricted	4,619.20	0.00	4,619.20	92*0353798	92*0353804
56720	General Fund Unrestricted	11,733.58	0.00	11,733.58	92*0354187	92*0354190
56722	General Fund Unrestricted	1,753.92	0.00	1,753.92	92*0354199	92*0354207
56723	General Fund Unrestricted	4,869.94	0.00	4,869.94	92*0354209	92*0354213
56724	General Fund Unrestricted	43.00	0.00	43.00	92*0354216	92*0354216
56725	General Fund Unrestricted	19.98	0.00	19.98	92*0354226	92*0354226
Total Fund 11 General Fund Unrestricted		<u>\$2,670,175.03</u>	<u>\$0.00</u>	<u>\$2,670,175.03</u>		

Check Registers Submitted for Approval
 Checks Written for Period 04/27/13 thru 05/10/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56630	General Fund Restricted	2,664.57	0.00	2,664.57	92*0353303	92*0353309
56631	General Fund Restricted	1,057.50	0.00	1,057.50	92*0353310	92*0353313
56636	General Fund Restricted	2,193.26	0.00	2,193.26	92*0353329	92*0353337
56639	General Fund Restricted	8,471.49	0.00	8,471.49	92*0353351	92*0353354
56640	General Fund Restricted	9,680.62	0.00	9,680.62	92*0353355	92*0353364
56642	General Fund Restricted	5,924.45	0.00	5,924.45	92*0353374	92*0353382
56650	General Fund Restricted	459.76	0.00	459.76	92*0353428	92*0353434
56652	General Fund Restricted	3,168.66	0.00	3,168.66	92*0353439	92*0353444
56653	General Fund Restricted	1,848.07	0.00	1,848.07	92*0353445	92*0353450
56654	General Fund Restricted	3,283.13	0.00	3,283.13	92*0353451	92*0353457
56655	General Fund Restricted	6,243.75	0.00	6,243.75	92*0353460	92*0353460
56662	General Fund Restricted	1,692.83	0.00	1,692.83	92*0353480	92*0353484
56663	General Fund Restricted	2,527.90	0.00	2,527.90	92*0353485	92*0353487
56665	General Fund Restricted	1,171.54	0.00	1,171.54	92*0353493	92*0353494
56672	General Fund Restricted	196.75	0.00	196.75	92*0353514	92*0353535
56673	General Fund Restricted	3,200.00	0.00	3,200.00	92*0353536	92*0353543
56674	General Fund Restricted	1,920.00	0.00	1,920.00	92*0353544	92*0353555
56675	General Fund Restricted	1,760.00	0.00	1,760.00	92*0353556	92*0353566
56676	General Fund Restricted	3,065.99	0.00	3,065.99	92*0353567	92*0353577
56677	General Fund Restricted	3,180.87	0.00	3,180.87	92*0353578	92*0353584
56678	General Fund Restricted	6,395.45	0.00	6,395.45	92*0353588	92*0353588
56679	General Fund Restricted	2,772.10	0.00	2,772.10	92*0353590	92*0353599
56680	General Fund Restricted	237.92	0.00	237.92	92*0353601	92*0353601
56684	General Fund Restricted	9,143.52	0.00	9,143.52	92*0353612	92*0353614
56685	General Fund Restricted	1,018.93	0.00	1,018.93	92*0353616	92*0353620
56686	General Fund Restricted	6,924.35	0.00	6,924.35	92*0353622	92*0353633
56689	General Fund Restricted	9,987.00	0.00	9,987.00	92*0353648	92*0353650
56690	General Fund Restricted	4,172.12	0.00	4,172.12	92*0353655	92*0353659
56691	General Fund Restricted	956.31	0.00	956.31	92*0353660	92*0353667
56695	General Fund Restricted	27.19	0.00	27.19	92*0353719	92*0353719
56696	General Fund Restricted	10,774.95	0.00	10,774.95	92*0353723	92*0353729
56697	General Fund Restricted	20,000.00	0.00	20,000.00	92*0353730	92*0353730
56698	General Fund Restricted	26,220.00	0.00	26,220.00	92*0353731	92*0353731
56699	General Fund Restricted	3,929.86	0.00	3,929.86	92*0353732	92*0353736
56700	General Fund Restricted	1,845.92	0.00	1,845.92	92*0353738	92*0353739
56704	General Fund Restricted	1,277.85	0.00	1,277.85	92*0353749	92*0353750
56706	General Fund Restricted	360.92	0.00	360.92	92*0353764	92*0353767
56707	General Fund Restricted	2,368.98	0.00	2,368.98	92*0353769	92*0353776
56708	General Fund Restricted	19,373.27	0.00	19,373.27	92*0353777	92*0353780
56709	General Fund Restricted	3,512.62	0.00	3,512.62	92*0353785	92*0353789
56710	General Fund Restricted	3,461.79	0.00	3,461.79	92*0353793	92*0353797

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56720	General Fund Restricted	5,130.00	0.00	5,130.00	92*0354188	92*0354188
56721	General Fund Restricted	2,951.26	0.00	2,951.26	92*0354192	92*0354198
56722	General Fund Restricted	112.50	0.00	112.50	92*0354200	92*0354200
56723	General Fund Restricted	3,953.29	0.00	3,953.29	92*0354208	92*0354212
56724	General Fund Restricted	1,976.27	0.00	1,976.27	92*0354214	92*0354219
56725	General Fund Restricted	1,086.97	0.00	1,086.97	92*0354221	92*0354225
56726	General Fund Restricted	1,032.50	0.00	1,032.50	92*0354229	92*0354229
Total Fund 12 General Fund Restricted		<u>\$214,714.98</u>	<u>\$0.00</u>	<u>\$214,714.98</u>		

Check Registers Submitted for Approval
 Checks Written for Period 04/27/13 thru 05/10/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56629	GF Unrestricted One-Time Func	13,479.99	0.00	13,479.99	92*0353299	92*0353302
56631	GF Unrestricted One-Time Func	500.00	0.00	500.00	92*0353312	92*0353312
56638	GF Unrestricted One-Time Func	500.51	0.00	500.51	92*0353347	92*0353348
56649	GF Unrestricted One-Time Func	23,836.72	0.00	23,836.72	92*0353419	92*0353427
56652	GF Unrestricted One-Time Func	4,614.70	0.00	4,614.70	92*0353442	92*0353443
56654	GF Unrestricted One-Time Func	137.80	0.00	137.80	92*0353452	92*0353452
56661	GF Unrestricted One-Time Func	1,100.00	0.00	1,100.00	92*0353477	92*0353477
56662	GF Unrestricted One-Time Func	516.00	0.00	516.00	92*0353478	92*0353478
56664	GF Unrestricted One-Time Func	2,538.22	0.00	2,538.22	92*0353488	92*0353491
56671	GF Unrestricted One-Time Func	116,056.65	0.00	116,056.65	92*0353506	92*0353513
56678	GF Unrestricted One-Time Func	16,712.00	0.00	16,712.00	92*0353589	92*0353589
56683	GF Unrestricted One-Time Func	8,141.80	0.00	8,141.80	92*0353606	92*0353611
56684	GF Unrestricted One-Time Func	246.80	0.00	246.80	92*0353615	92*0353615
56688	GF Unrestricted One-Time Func	28,301.20	0.00	28,301.20	92*0353645	92*0353647
56695	GF Unrestricted One-Time Func	1,311.98	0.00	1,311.98	92*0353720	92*0353722
56696	GF Unrestricted One-Time Func	2,500.00	0.00	2,500.00	92*0353728	92*0353728
56700	GF Unrestricted One-Time Func	677.78	0.00	677.78	92*0353737	92*0353737
56706	GF Unrestricted One-Time Func	432.00	0.00	432.00	92*0353768	92*0353768
56720	GF Unrestricted One-Time Func	7,552.56	0.00	7,552.56	92*0354189	92*0354189
56721	GF Unrestricted One-Time Func	164.74	0.00	164.74	92*0354191	92*0354191
56722	GF Unrestricted One-Time Func	192.77	0.00	192.77	92*0354205	92*0354205
56725	GF Unrestricted One-Time Func	455.43	0.00	455.43	92*0354220	92*0354220
56726	GF Unrestricted One-Time Func	6,580.00	0.00	6,580.00	92*0354227	92*0354232
Total Fund 13 GF Unrestricted One-Time		<u>\$236,549.65</u>	<u>\$0.00</u>	<u>\$236,549.65</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56643	Child Development Fund	2,932.48	0.00	2,932.48	92*0353383	92*0353388
56644	Child Development Fund	21,462.84	0.00	21,462.84	92*0353389	92*0353389
56657	Child Development Fund	10,738.60	0.00	10,738.60	92*0353468	92*0353468
56666	Child Development Fund	2,030.91	0.00	2,030.91	92*0353496	92*0353499
56681	Child Development Fund	2,500.00	0.00	2,500.00	92*0353604	92*0353604
56701	Child Development Fund	2,415.12	0.00	2,415.12	92*0353740	92*0353744
56727	Child Development Fund	7,766.43	0.00	7,766.43	92*0354233	92*0354241
Total Fund 33 Child Development Fund		<u>\$49,846.38</u>	<u>\$0.00</u>	<u>\$49,846.38</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56632	Capital Outlay Projects Fund	320.00	0.00	320.00	92*0353315	92*0353315
56659	Capital Outlay Projects Fund	37,337.49	0.00	37,337.49	92*0353471	92*0353472
56669	Capital Outlay Projects Fund	28,136.80	0.00	28,136.80	92*0353503	92*0353503
56682	Capital Outlay Projects Fund	1,865.67	0.00	1,865.67	92*0353605	92*0353605
56692	Capital Outlay Projects Fund	58,786.25	0.00	58,786.25	92*0353668	92*0353669
56703	Capital Outlay Projects Fund	14,050.96	0.00	14,050.96	92*0353747	92*0353748
Total Fund 41 Capital Outlay Projects Fu		<u>\$140,497.17</u>	<u>\$0.00</u>	<u>\$140,497.17</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56646	Bond Fund, Measure E	1,949.51	0.00	1,949.51	92*0353395	92*0353396
56658	Bond Fund, Measure E	23,506.85	0.00	23,506.85	92*0353469	92*0353470
56668	Bond Fund, Measure E	3,729.32	0.00	3,729.32	92*0353501	92*0353502
56702	Bond Fund, Measure E	5,418.60	0.00	5,418.60	92*0353745	92*0353746
56712	Bond Fund, Measure E	77,558.19	0.00	77,558.19	92*0353805	92*0353807
56713	Bond Fund, Measure E	19,251.35	0.00	19,251.35	92*0353808	92*0353808
56714	Bond Fund, Measure E	27,011.91	0.00	27,011.91	92*0353809	92*0353812
56728	Bond Fund, Measure E	114,383.24	0.00	114,383.24	92*0354242	92*0354245
Total Fund 42 Bond Fund, Measure E		<u>\$272,808.97</u>	<u>\$0.00</u>	<u>\$272,808.97</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56645	Property and Liability Fund	16,335.36	0.00	16,335.36	92*0353390	92*0353394
56667	Property and Liability Fund	5,317.65	0.00	5,317.65	92*0353500	92*0353500
56715	Property and Liability Fund	16,518.75	0.00	16,518.75	92*0353813	92*0353814
Total Fund 61 Property and Liability Fund		<u>\$38,171.76</u>	<u>\$0.00</u>	<u>\$38,171.76</u>		

56693	Workers' Compensation Fund	1,956.52	0.00	1,956.52	92*0353670	92*0353670
Total Fund 62 Workers' Compensation Fu		<u><u>\$1,956.52</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,956.52</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	2,670,175.03
Total Fund 12 General Fund Restricted	214,714.98
Total Fund 13 GF Unrestricted One-Time Fund	236,549.65
Total Fund 33 Child Development Fund	49,846.38
Total Fund 41 Capital Outlay Projects Fund	140,497.17
Total Fund 42 Bond Fund, Measure E	272,808.97
Total Fund 61 Property and Liability Fund	38,171.76
Total Fund 62 Workers' Compensation Fund	1,956.52
Grand Total:	<u><u>\$3,624,720.46</u></u>

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

From 04/01/2013 To 04/30/2013

Board Meeting on 05/20/2013

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES		9,509
2000	CLASSIFIED SALARIES	25,866	
3000	EMPLOYEE BENEFITS		15,860
4000	SUPPLIES & MATERIALS	1,277	
5000	OTHER OPERATING EXP & SERVICES		597
6000	CAPITAL OUTLAY		1,177
Total Transfer Fund 11		\$27,143	\$27,143
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES	15,711	
2000	CLASSIFIED SALARIES	5,023	
3000	EMPLOYEE BENEFITS	35,419	
4000	SUPPLIES & MATERIALS		34,474
5000	OTHER OPERATING EXP & SERVICES	16,867	
6000	CAPITAL OUTLAY		28,927
7000	OTHER OUTGO		9,619
Total Transfer Fund 12		\$73,020	\$73,020
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
2000	CLASSIFIED SALARIES		2,670
3000	EMPLOYEE BENEFITS		20,262
5000	OTHER OPERATING EXP & SERVICES		448,669
6000	CAPITAL OUTLAY	4,846	
7900	RESERVE FOR CONTINGENCIES	466,755	
Total Transfer Fund 13		\$471,601	\$471,601
<u>Fund 33: Child Development Fund</u>			
1000	ACADEMIC SALARIES		8,854
2000	CLASSIFIED SALARIES		5,009
3000	EMPLOYEE BENEFITS	1,264	
4000	SUPPLIES & MATERIALS	884	
5000	OTHER OPERATING EXP & SERVICES	11,532	
6000	CAPITAL OUTLAY	183	
Total Transfer Fund 33		\$13,863	\$13,863
<u>Fund 41: Capital Outlay Projects Fund</u>			
1000	ACADEMIC SALARIES		3,353
2000	CLASSIFIED SALARIES		545
3000	EMPLOYEE BENEFITS		622

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/01/2013 To 04/30/2013
Board Meeting on 05/20/2013**

BUDGET TRANSFERS	From	To
5000 OTHER OPERATING EXP & SERVICES		3,850
6000 CAPITAL OUTLAY		119,359
7900 RESERVE FOR CONTINGENCIES	127,729	
Total Transfer Fund 41	\$127,729	\$127,729
<u>Fund 42: Bond Fund, Measure E</u>		
6000 CAPITAL OUTLAY		218,119
7900 RESERVE FOR CONTINGENCIES	218,119	
Total Transfer Fund 42	\$218,119	\$218,119
BUDGET INCREASES AND DECREASES		
	Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>		
8100 FEDERAL REVENUES	310	
8600 STATE REVENUES	(6,300)	
8800 LOCAL REVENUES	88,856	
1000 ACADEMIC SALARIES		13,601
2000 CLASSIFIED SALARIES		(11,893)
3000 EMPLOYEE BENEFITS		(25,600)
4000 SUPPLIES & MATERIALS		85,686
5000 OTHER OPERATING EXP & SERVICES		(2,562)
6000 CAPITAL OUTLAY		23,361
7000 OTHER OUTGO		273
Total Transfer Fund 12	\$82,866	\$82,866
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
8800 LOCAL REVENUES	25,434	
5000 OTHER OPERATING EXP & SERVICES		247
6000 CAPITAL OUTLAY		1,613
7000 OTHER OUTGO		23,574
Total Transfer Fund 13	\$25,434	\$25,434
<u>Fund 41: Capital Outlay Projects Fund</u>		
8800 LOCAL REVENUES	35,373	
6000 CAPITAL OUTLAY		1,743
7900 RESERVE FOR CONTINGENCIES		33,630
Total Transfer Fund 41	\$35,373	\$35,373
<u>Fund 42: Bond Fund, Measure E</u>		
8800 LOCAL REVENUES	29,850	
7900 RESERVE FOR CONTINGENCIES		29,850
Total Transfer Fund 42	\$29,850	\$29,850
<u>Fund 61: Property and Liability Fund</u>		
8900 OTHER FINANCING SOURCES	23,574	
7900 RESERVE FOR CONTINGENCIES		23,574
Total Transfer Fund 61	\$23,574	\$23,574

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/01/2013 To 04/30/2013
Board Meeting on 05/20/2013**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 74: Student Financial Aid Fund</u>			
8600	STATE REVENUES	269,199	
7000	OTHER OUTGO		269,199
Total Transfer Fund 74		\$269,199	\$269,199

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

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/01/2013 To 04/30/2013
Board Meeting on 05/20/2013**

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

BUDGET TRANSFERS	From	To
<u>Fund 12: General Fund Restricted</u>		
B011454 04/05/13		
1000 ACADEMIC SALARIES	16,911	
2000 CLASSIFIED SALARIES		3,064
3000 EMPLOYEE BENEFITS	26,606	
4000 SUPPLIES & MATERIALS		20,008
5000 OTHER OPERATING EXP & SERVICES	8,355	
6000 CAPITAL OUTLAY		9,000
7000 OTHER OUTGO		19,800
	\$51,872	\$51,872
Total Reference B011454		
Reason: Special Project Adjustment		
Description: SP1251 SCC CAMP II yr1 budget revision		
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
B011437 04/04/13		
5000 OTHER OPERATING EXP & SERVICES		466,755
7900 RESERVE FOR CONTINGENCIES	466,755	
	\$466,755	\$466,755
Total Reference B011437		
Reason: Adjustment		
Description: SCC Adm Svcs Fund 11 PT instruction		
B011491 04/11/13		
2000 CLASSIFIED SALARIES		35,670
3000 EMPLOYEE BENEFITS		20,262
5000 OTHER OPERATING EXP & SERVICES	55,932	
	\$55,932	\$55,932
Total Reference B011491		
Reason: Adjustment		
Description: SCC Adm Svcs TOE PR/FB		
B011561 04/24/13		
2000 CLASSIFIED SALARIES	33,000	
5000 OTHER OPERATING EXP & SERVICES		33,000
	\$33,000	\$33,000
Total Reference B011561		
Reason: Adjustment		
Description: SAC DSPS interpreter contract		
<u>Fund 41: Capital Outlay Projects Fund</u>		
B011424 04/03/13		
6000 CAPITAL OUTLAY		2,800
7900 RESERVE FOR CONTINGENCIES	2,800	
	\$2,800	\$2,800
Total Reference B011424		
Reason: Special Project Adjustment		
Description: SP3126 RDA Garden Grove 01-02 SAC Bldg A new carpet/install		
B011425 04/03/13		
6000 CAPITAL OUTLAY		2,780

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

From 04/01/2013 To 04/30/2013

Board Meeting on 05/20/2013

BUDGET TRANSFERS		From	To
7900	RESERVE FOR CONTINGENCIES	2,780	
Total Reference B011425		\$2,780	\$2,780
Reason: Special Project Adjustment			
Description: SP3126 RDA SAC Plntrm/Bldg M roof repairs			
B011426	04/03/13		
6000	CAPITAL OUTLAY		2,187
7900	RESERVE FOR CONTINGENCIES	2,187	
Total Reference B011426		\$2,187	\$2,187
Reason: Special Project Adjustment			
Description: SP3150 SA Bristol 89-90 SAC Bldg K leak repairs			
B011427	04/03/13		
6000	CAPITAL OUTLAY		40,585
7900	RESERVE FOR CONTINGENCIES	40,585	
Total Reference B011427		\$40,585	\$40,585
Reason: Special Project Adjustment			
Description: SP3150 RDA SA Bristol SAC Bldg K improve/enhance			
B011428	04/03/13		
6000	CAPITAL OUTLAY		500,000
7900	RESERVE FOR CONTINGENCIES	500,000	
Total Reference B011428		\$500,000	\$500,000
Reason: Special Project Adjustment			
Description: SP3150 RDA SA Bristol SAC parking lot resurfacing			
B011435	04/04/13		
6000	CAPITAL OUTLAY	300,000	
7900	RESERVE FOR CONTINGENCIES		300,000
Total Reference B011435		\$300,000	\$300,000
Reason: Special Project Adjustment			
Description: SP3587 Close SAC Boiler Proj replaced by SP2872 Schd Maint			
B011436	04/04/13		
6000	CAPITAL OUTLAY	100,000	
7900	RESERVE FOR CONTINGENCIES		100,000
Total Reference B011436		\$100,000	\$100,000
Reason: Special Project Adjustment			
Description: SP3588 Close SCC Boiler Proj replaced by SP2884 Sched Maint			
B011492	04/11/13		
6000	CAPITAL OUTLAY	21,173	
7900	RESERVE FOR CONTINGENCIES		21,173
Total Reference B011492		\$21,173	\$21,173
Reason: Special Project Adjustment			
Description: SP3691 Close 2013 SAC Scheduled Maintenance Project			
B011526	04/16/13		
5000	OTHER OPERATING EXP & SERVICES		175

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/01/2013 To 04/30/2013
Board Meeting on 05/20/2013**

	From	To
BUDGET TRANSFERS		
7900 RESERVE FOR CONTINGENCIES	175	
	\$175	\$175
Total Reference B011526		
Reason: Special Project Adjustment		
Description: OEC security alarm/Chapman Bld		
B011527 04/16/13		
5000 OTHER OPERATING EXP & SERVICES		375
7900 RESERVE FOR CONTINGENCIES	375	
	\$375	\$375
Total Reference B011527		
Reason: Special Project Adjustment		
Description: OEC security alarm/Chapman Bld		
<u>Fund 42: Bond Fund, Measure E</u>		
B011402 04/01/13		
6000 CAPITAL OUTLAY		21,219
7900 RESERVE FOR CONTINGENCIES	21,219	
	\$21,219	\$21,219
Total Reference B011402		
Reason: Special Project Adjustment		
Description: SP3025 SCC Athletics/Aquatics Board actions		
B011403 04/01/13		
6000 CAPITAL OUTLAY		2,600
7900 RESERVE FOR CONTINGENCIES	2,600	
	\$2,600	\$2,600
Total Reference B011403		
Reason: Special Project Adjustment		
Description: SP3004 SCC M&O, Infrastructure contracted svcs/neg balance		
B011406 04/02/13		
6000 CAPITAL OUTLAY		29,000
7900 RESERVE FOR CONTINGENCIES	29,000	
	\$29,000	\$29,000
Total Reference B011406		
Reason: Special Project Adjustment		
Description: SP3030 SAC Peri Site Imprv City of S.A. fees		
B011487 04/11/13		
6000 CAPITAL OUTLAY		51,800
7900 RESERVE FOR CONTINGENCIES	51,800	
	\$51,800	\$51,800
Total Reference B011487		
Reason: Special Project Adjustment		
Description: SP3035 SAC Johnson Ctr Measure E project		
B011488 04/11/13		
6000 CAPITAL OUTLAY		113,500
7900 RESERVE FOR CONTINGENCIES	113,500	
	\$113,500	\$113,500
Total Reference B011488		
Reason: Special Project Adjustment		
Description: SP3036 Portable Village Measure E project		

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

From 04/01/2013 To 04/30/2013

Board Meeting on 05/20/2013

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B011468	04/09/13		
8600	STATE REVENUES	(5,178)	
1000	ACADEMIC SALARIES		12,402
2000	CLASSIFIED SALARIES		(10,764)
3000	EMPLOYEE BENEFITS		(25,515)
4000	SUPPLIES & MATERIALS		(399)
5000	OTHER OPERATING EXP & SERVICES		12,098
6000	CAPITAL OUTLAY		7,000
Total Reference B011468		\$(5,178)	\$(5,178)
Reason: Special Project Adjustment			
Description: SP2230 DSPS SCC Allocation			
B011582	04/30/13		
8800	LOCAL REVENUES	79,156	
4000	SUPPLIES & MATERIALS		79,156
Total Reference B011582		\$79,156	\$79,156
Reason: Special Project Adjustment			
Description: SP3490 SAC Fire Training budget adjustments			
<u>Fund 41: Capital Outlay Projects Fund</u>			
B011401	04/01/13		
8800	LOCAL REVENUES	264	
7900	RESERVE FOR CONTINGENCIES		264
Total Reference B011401		\$264	\$264
Reason: Special Project Adjustment			
Description: SP3580 SCC Tuition-Capital non Resident incr based on actuals			
B011404	04/01/13		
8800	LOCAL REVENUES	33,222	
7900	RESERVE FOR CONTINGENCIES		33,222
Total Reference B011404		\$33,222	\$33,222
Reason: Adjustment			
Description: Other Local Revenues Fd41 incr based on actuals			
B011456	04/08/13		
8800	LOCAL REVENUES	144	
7900	RESERVE FOR CONTINGENCIES		144
Total Reference B011456		\$144	\$144
Reason: Special Project Adjustment			
Description: SP3580 Non Res Tuition Capital for spring SCC			
<u>Fund 42: Bond Fund, Measure E</u>			
B011411	04/02/13		
8800	LOCAL REVENUES	29,850	
7900	RESERVE FOR CONTINGENCIES		29,850
Total Reference B011411		\$29,850	\$29,850
Reason: Adjustment			
Description: Incr budg actual local rev rec Fd42 DSA refund JE22874			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 04/01/2013 To 04/30/2013
Board Meeting on 05/20/2013**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 61: Property and Liability Fund</u>			
B011498	04/11/13		
8900	OTHER FINANCING SOURCES	23,574	
7900	RESERVE FOR CONTINGENCIES		23,574
		\$23,574	\$23,574
Total Reference B011498			
Reason: Adjustment			
Description: CCLC Legal settlement trans to Self Insurance fund			
<u>Fund 74: Student Financial Aid Fund</u>			
B011452	04/05/13		
8600	STATE REVENUES	65,442	
7000	OTHER OUTGO		65,442
		\$65,442	\$65,442
Total Reference B011452			
Reason: Special Project Adjustment			
Description: SP2020 SAC Cal Grants budget increase based cash receipts			
B011453	04/05/13		
8600	STATE REVENUES	129,935	
7000	OTHER OUTGO		129,935
		\$129,935	\$129,935
Total Reference B011453			
Reason: Special Project Adjustment			
Description: SP2020 SCC Cal Grants budget increase based cash receipts			
B011569	04/24/13		
8600	STATE REVENUES	65,615	
7000	OTHER OUTGO		65,615
		\$65,615	\$65,615
Total Reference B011569			
Reason: Special Project Adjustment			
Description: SP2020 SCC Cal Grants add'l			

RECOMMENDATION

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

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Public Hearing – 2013-2014 Tentative Budget	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

In so doing, we request that the District hold a public hearing on the Tentative Budget for the 2013-2014 fiscal year at the June 17, 2013 Board of Trustees meeting prior to approving the Tentative Budget.

Although the California Code of Regulations, Title 5, Section 58305, does not require that the Board of Trustees conduct a public hearing on the Tentative Budget, it is our District's practice to hold a public hearing for both the Tentative and Adopted Budgets.

It is anticipated that the proposed Adopted Budget will be presented at the September 9, 2013 Board of Trustees meeting.

RECOMMENDATION

It is recommended the Board of Trustees hold a public hearing on the 2013-2014 Tentative Budget at the meeting on June 17, 2013.

Fiscal Impact:	None	Board Date: May 20, 2013
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval for Additional Testing Services for the Soccer Field and Road Alignment at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On February 27, 2012 the Board of Trustees approved an agreement with Reliant Testing Engineers to perform construction testing for the College Avenue Street alignment, cul-de-sac, parking lot expansion, new soccer field and football facilities at Santa Ana College as required by the Division of State Architect (DSA).

ANALYSIS:

Based on original project scope and construction schedule of 8-10 months, the original amount estimated for materials testing was \$57,651. Prior to bidding, construction schedule was changed to (16) months. The extended schedule was developed to minimize loss of parking, road closures and egress throughout the campus. The construction schedule increased the duration of the project and was the primary cause for extending testing services. Testing took place on a phase to phase basis impeding progress and the ability to work concurrently with similar tasks. Reliant Testing Engineers based additional fees on their best estimate of required inspection time to complete the project construction schedule and Inspector of Record review.

On November 13, 2012 the Board approved Change Order #1 for \$112,462, and on March 11, 2013 the Board approved a second Change Order for \$53,005. The testing firm did not take into consideration the means and methods the contractor employed to construct the structural elements of the project. The contractor was restricted by the limits of the construction area and could not effectively work beyond the limits imposed by the District. The restrictions caused additional site visits and inspections escalating the testing budget. This estimate requires additional compensation in the amount of \$77,182 as noted in the attached proposal dated May 6, 2013. The new contract total for this project is \$300,302.

This projected was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve these additional testing services for the Santa Ana College soccer field and road alignment by Reliant Testing Engineers as presented.

Fiscal Impact:	\$77,182	Board Date: May 20, 2013
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**CHANGE
ORDER**

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER



PROJECT: RSCCD Santa Ana College Soccer Field

CHANGE ORDER NUMBER: 3

DATE: 5/6/2013

TO OWNER:
 RSCCD
 Alex Oviedo
 VIA : Oviedo_Alex@RSCCD.ORG

CONTRACT FOR: TESTING AND INSPECTION

**Original estimate was based on plans without contractors schedule.
 There has been added scope, as well as additional time required beyond proposal.
 The hours below represent estimate to complete project.**

Added Grout Batch Scope by IOR:				
Increase to batch plant line item	56	hours	\$74	\$4,144
Added Scope: Batch Plant overtime	1	hours	\$111	\$111
Added Shop Inspection Scope by IOR:				
fence posts	280	hours	\$74	\$20,720
Added Duration: Masonry performed by small crew, low production rates, with no overlap.	300	hours	\$74	\$22,200
Added Duration: Structural Steel Inspection	300	hours	\$74	\$22,200
Added Duration: Concrete (typically by IOR) Inspection/Epoxy	20	hours	\$74	\$1,480
Added Duration: Concrete (typically by IOR) Inspection/Epoxy OT	1	hours	\$111	\$111
Added Duration: Structural Steel UT	16	hours	\$76	\$1,216
Additional Testing: Additional grout, concrete and UT	1	lump sum		\$5,000

TOTAL COR REQUEST \$77,182

RTE inspections to continue and not stop job progress, unless notified by client.

The original (Contract Sum) (Guaranteed Maximum Price) was _____	\$57,651.00
Net change by previously authorized Change Orders _____	\$165,469.00
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	\$223,120.00
The (Contract Sum) (Guaranteed Maximum Price) will be _____ by this Change Order in the amount of increased _____	
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	\$77,182.00
	\$300,302.00

contract time change: approximately 3 additional months
 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.

 RELIANT TESTING ENGINEERS, INC.

 3035 S. Harbor Blvd., Santa Ana, CA 92704

 BY _____
 Robert Jones
 5/6/2013

 RSCCD

 ADDRESS

 BY _____
 DATE _____

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Change Order #7, Bid #1179 – Soccer Field and Football Facilities 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, Soccer Field and Football Facilities 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 #7.

Change Order #7 increases the contract by \$30,715.91. The revised contract amount is \$5,531,752.77. Staff was able to negotiate a savings of \$2,050. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 7.35% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #7, Bid #1179 for Los Angeles Engineering Inc., Soccer Field and Football Facilities at Santa Ana College as presented.

Fiscal Impact:	\$30,715.91	Board Date: May 20, 2013
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	

CHANGE ORDER

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

Project: <i>New Soccer Field and Football Facilities</i>		1179	P.O. #	P000259
		#04-111928		
Contractor:	<i>Los Angeles Engineering Inc.</i>	Change Order No.	7	
Architect:	<i>Westberg-White, Inc.</i>	Date:	<i>May 20, 2013</i>	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$5,152,820.00
Previous Change Orders	\$348,216.86	
This Change Order	\$30,715.91	
Total Change Orders		\$378,932.77
Revised Contract Amount		\$5,531,752.77
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		May 15, 2013
Revised Contract Completion Date		June 7, 2013
RSCCD Board Approval Date		May 20, 2013

_____ 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: *New Soccer Field and Football Facilities*

Bid No. 1179

P.O. # P000259

D.S.A. No. #04-111928

Contractor: *Los Angeles Engineering Inc.*

Change Order No. 7

Architect: *Westberg-White, Inc.*

Date: May 20, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Specified tree species was not available, alternate tree species was selected. (Original Quote: \$4,850)</p> <p><u>REASON:</u> Tree species specified was not available. District accepted substitute species and price increase.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$2,800.00
2.0	<p><u>DESCRIPTION:</u> Additional over-excavation and backfill required per soil engineer's field directive.</p> <p><u>REASON:</u> Unforeseen condition. Existing soils conditions were unsuitable and required additional soil preparation.</p> <p><u>REQUESTOR:</u> Soils Engineer</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$8,987.03
3.0	<p><u>DESCRIPTION:</u> Remove and relocate twenty (20) parking stall wheel stops and extend striping to complete parking lot improvements and protect wall.</p> <p><u>REASON:</u> Wheel stops necessary to prevent vehicles from damaging the new perimeter block wall.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$1,407.80
4.0	<p><u>DESCRIPTION:</u> Revise door height and adjust grades to conform to existing City sidewalk.</p> <p><u>REASON:</u> Finished height of the soccer practice field had to be sloped to create servicable access to the soccer grounds</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$2,958.24

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Notice of Completion: Fire Lane Improvements at Santa Ana College Orange County Sheriff's Regional Training Academy	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to De La Torre Commercial Interiors Inc. to complete the Fire Lane Improvements at the Santa Ana College Orange County Sheriff's Regional Training Academy. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on April 9, 2013, and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$49,102.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the Fire Lane Improvements at the Santa Ana College Orange County Sheriff's Regional Training Academy as presented.

Fiscal Impact:	N/A	Board Date: May 20, 2013
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Orange County Sheriff's Regional Training Academy, located at 15991 Armstrong Avenue, Tustin, California, caused improvements to be made to the property to wit: Orange County Sheriff's Regional Training Academy Fire Lane Improvements, the contract for the doing of which was heretofore entered into on the 4th day of April, 2013, which contract was made with De La Torre Commercial Interiors Inc., PO# 13-P0026228, as contractor; that said improvements were completed on the 9th day of April, 2013, and accepted by formal action of the governing Board of said District on the 20th day of May, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Indemnity Company of California.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____ California, on

_____, 20____.

Signature _____
(include name of corporation, partnership, etc., if any)

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Additional DSA Inspection Services for the Humanities Building and the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 14, 2011, the Board of Trustees approved an agreement with TYR I.O.R. Services to provide Division of State Architect (D.S.A.) mandated inspection services as the Inspector of Record (I.O.R.) for the Humanities Building and the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

During the course of construction additional inspection services are required due to delays from the D.S.A. and the default of the existing concrete contractor. The project completion date was extended to June 30, 2013. District staff has reviewed the proposal and concur that these services are necessary for the Humanities Building project. The total estimated additional cost is \$83,853. The total revised contract amount is \$884,368.60.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the extension of services and cost increase for TYR I.O.R. Services to provide additional DSA mandated inspection services for the Humanities Building and the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$83,853	Board Date: May 20, 2013
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	



I.O.R. Services
DSA & OSHPD Inspection

March 21, 2013

Jerry Roberts
Seville Construction Services, Inc.
Rancho Santiago Community College District
c/o Santiago Canyon College
8045 East Chapman Ave.
Orange, CA 92869

**Reference: Estimated Cost Increase Proposal – Santiago Canyon College_Humanities project
REVISED**

Dear Mr. Roberts,

TYR, Inc. is honored for the opportunity to submit an estimated cost increase to Rancho Santiago Community College District for the above referenced project.

As requested, estimate is based on two (2) full time inspectors in April, and one (1) part time inspector in May and June 2013. With the assigned Class 1 Inspector and the hourly rate of \$77.00, the total estimated cost is \$41,000.00 (estimate excludes overtime, off hours and legal holidays). Please refer to the table below for breakdown:

THREE (3) MONTHS	WORKING DAYS	HOURS PER MONTH
2013		
April	22	(two full time inspectors) 352
May	22	88
June	20	80
ESTIMATED TOTAL:	64	520

If you have any questions, please do not hesitate to contact me. Thank you for your time and we look forward to working with your District.

Best regards,

Youssef Sobhi
President and Senior Inspector

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Architect Change Order - Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 16, 2007, the Board of Trustees approved an agreement with the Austin Company to provide design and engineering services for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

During the course of construction additional architectural services were required due to delays from the Division of State Architect (D.S.A.) and the default of the existing concrete contractor. The project completion date was extended to May 31, 2013. District staff has reviewed the proposal and concur that these services are necessary for the Athletic/Aquatic Complex.

As noted, in the attached proposal dated March 27, 2013, the additional cost is estimated to be \$19,600. The revised contract amount is \$2,057,002.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the architect change order for The Austin Company in the amount of \$19,600 as presented.

Fiscal Impact:	\$19,600	Board Date: May 20, 2013
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	



March 27, 2013

Mr. Darryl Odum
Facility Planning & District Support Services
Rancho Santiago Community College District
2323 North Broadway Suite 404-1
Santa Ana, California 92706-1640

Subject: **Architectural / Engineering Construction Support Services
Santiago Canyon College – Athletic & Aquatics Complex
Change Request Proposal #12**

Dear Mr. Odum:

The Austin Company is submitting the following Change Request Proposal for additional Architectural / Engineering Construction Phase Services in support of the Santiago Canyon College Athletic & Aquatics Complex project.

These additional services are necessitated by:

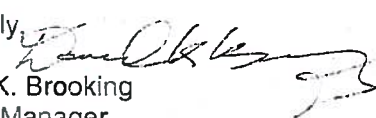
- 1) An overall extension of the project schedule beyond September 28th of 2012 based on Change Request Proposal #11 dated May 15th, 2013.

Extension of the Project Schedule

Austin has been requested to extend the date for completing services covered by the current contract agreement. Original services were to be completed by December 31, 2010 which change order extended services to an anticipated to be completed date by November 25, 2011, then June 1, 2012, then September 28th, 2012 and are now anticipated construction support services completion for May 31, 2013. An Amendment to Article 1, item 3 of the contract agreement should reflect this extension of time to the contract.

The total fixed fee for these Architectural/Engineering Construction support services is \$ 19,600.

We appreciate your review and authorization of this Change Request Proposal. Please contact me directly at 949/451-9923 (daniel.brooking@theaustin.com) if you have any questions.

Sincerely,

Daniel K. Brooking
Project Manager

cc: Curt Miller

ACCEPTANCE

By: _____

Date: _____

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Change Order #9, 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 #9.

Change Order #9 increases the contract by \$70,000. The revised contract amount is \$2,249,402.81. 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 4.62% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #9, Bid #1141 for West Tech Mechanical, HVAC for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$70,000	Board Date: May 20, 2013
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	

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. 9		
Architect: LPA Inc	Date: April 29, 2013		

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	\$29,402.81	
This Change Order	\$70,000.00	
Total Change Orders		\$99,402.81
Revised Contract Amount		\$2,249,402.81
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 9, 2011
RSCCD Board Approval Date		May 20, 2013

_____ 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
Contractor: West Tech Mechanical		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 9	
		Date: April 29, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide labor and material to make necessary mechanical changes per construction change directive 43</p> <p><u>REASON:</u> Changes were required per Mechanical Electrical Plumbing comments provided by Southland Industries peer review dated November 7, 2011 (Original cost \$112,932.04)</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$70,000.00
Sub-Total		\$0.00	\$70,000.00
Total			\$0.00

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Notice of Completion: Upgrade Telephone and Data Cabling and Conduit at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On February 21, 2012 the District issued a contract to Dynalectric, Inc. to upgrade existing telephone and data cabling with fiber optics and conduits at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on April 20, 2012, and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$98,469.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the replacement and repair of damaged conduit and telephone/data cabling at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 20, 2013
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	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to wit: Upgrade Telephone and Data Cabling and Conduit, the contract for the doing of which was heretofore entered into on the 27th day of February, 2012, which contract was made with Dynalectric Inc. PO# 10-P0022370, as contractor; that said improvements were completed on the 20th day of April, 2012, and accepted by formal action of the governing Board of said District on the 20th day of May, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Travelers Casualty and Surety.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____ California, on

_____, 20____.

Signature _____
(include name of corporation, partnership, etc., if any)

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Agreement with Governet for CurricUNET Meta Upgrade at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

In August 2009, the Board of Trustees approved the Governet agreement for the CurricUNET software that facilitates college curriculum and program development, maintains historical information, and integrates with the State's Chancellor's Office course approval process.

ANALYSIS

Governet has upgraded their software to CurricUNET Meta, which has been completely redesigned to improve web screens and workflows and is customizable by the colleges. Services performed by Governet are required to upgrade Santiago Canyon College's system to the new version. These services include project management, data mapping, configuration, testing and documentation. Santiago Canyon College anticipates implementation of the new system by Fall 2013.

This project is funded by the ITS operations budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached agreement with Governet for the CurricUNET Meta upgrade at Santa Ana College as presented.

Fiscal Impact:	\$15,000	Board Date: May 20, 2013
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor, Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



Governet

Governet
P O Box 51838
Idaho Falls, ID 83405-1838
Tel: 208.522.1225
Fax: 208.522.2896

April 22, 2013

Rancho Santiago Community College District
Santiago Canyon College
Attention: Sylvia LeTourneau
2323 N Broadway
Santa Ana, CA 92706-1640

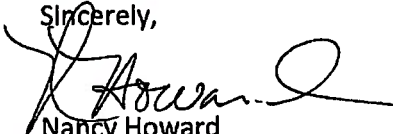
RE: CurricUNET Meta Upgrade

Dear Sylvia:

Per our conversation regarding Santiago Canyon College's pending approval of the CurricUNET Meta Upgrade agreement, I am attaching here a scope of work to be attached for the Board's approval. This agreement will provide for the conversion from CurricUNET to CurricUNET Meta. The total cost to Santiago Canyon College for the conversion and implementation of CurricUNET Meta is \$15,000. This agreement will also hold annual costs for hosting and support at the current rate of \$10,000 for the term of this agreement.

Should you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,


Nancy Howard
Chief Operating Officer



CurricUNET Meta Upgrade Scope of Work

- **Governet Will Manage the project management of the upgrade process**
 - Governet will update client of upgrade progress Bi-Weekly
- **Governet will document current Version 2 screens and database**
 - Governet will provide client with a crosswalk table of the course and program pages.
 - This includes: Data types, Business Rules, and data location
 - Governet will review the crosswalk with client to discuss any needs or changes.
- **Governet will document current Version 2 workflow and proposals types**
 - Governet will review current workflow with client
 - Discuss positions, actions and notification process
- **Governet will document current Version 2 reporting requirements.**
 - Governet will review current reporting needs for changes or improvements
- **Governet will configure CurricUNET Meta**
 - Using the Crosswalk for courses and programs the systems analyst will configure the course and program screens.
 - Using the workflow documentation the systems analyst will configure the workflow processes.
 - Using the Reporting documentation the systems analyst will configure the reporting needs.
 - Client Sign Off through each stage of the configuration.
- **Governet will define data export from Version to for import into CurricUNET Meta.**
 - Utilizing the Crosswalk the developer will script the data to CurricUNET Meta
 - User Data including Origination and Workflow Credentials
 - Look up data including all status
 - Course Data including all status of course information
 - Program Data including all status of program information
 - Workflow Data including archived workflows
- **Governet will manage testing process for CurricUNET Meta Roll Out.**
 - Governet will test data transfer scripts
 - Governet will create and document internal audit process for data accuracy
 - Governet will create a testing process for client sign-off of screens and functionality
- **Governet will work with client to establish a rollout plan for go-live including online training**

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Bid #1207 – Parking Lot Sweeping Services	
Action:	Request for approval	

BACKGROUND

There are four major parking facilities within the District, Santa Ana College, OC Sheriff's Regional Training Academy, Santiago Canyon College and Orange Education Center. The District is responsible for maintaining the cleanliness of these facilities. The existing parking lot sweeping services contract will expire on June 30, 2013; therefore, it is necessary to bid a new contract.

ANALYSIS

Because of the specialized equipment required for parking lot sweeping, vacuuming and the off-hours when parking lot sweeping should be done, it is most cost-effective to utilize an outside service contractor to perform the work. We went out to bid for a thirty-six (36) month contract to begin July 1, 2013 through June 30, 2015, with an option to renew for an additional two years.

The bid was advertised and bids were emailed to fifteen (15) bidders. Seven bidders were represented at the mandatory pre-bid conference and job walk. Three bidders responded and the bid responses were reviewed by the Director of Purchasing, and the VP of Administrative Services at Santiago Canyon College. The overall low bidder, Viejo Sweeping Services, met the bid specifications and requirements. The references were contacted and were acceptable. Therefore, Viejo Sweeping Services is the lowest responsive and responsible bidder meeting specifications.

The service includes sweeping all parking lots as listed on Attachment "A" on a weekly basis and bi-weekly for Santa Ana College.

RECOMMENDATION

It is recommended that the Board of Trustees accept and award the bid to Viejo Sweeping Services, for parking lot sweeping services including renewals as presented.

Fiscal Impact:	\$89,640.00 (3 year total)	Board Date: May 20, 2013
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Ph.D., Chancellor	

**Rancho Santiago Community College District
Bid #1207 - Parking Lot Sweeping Services**

SITES Parking Lots & Roads	Viejo Sweeping Service		Clean Street		So-Cal Sweeping	
	Monthly Cost	Thirty Six (36) Month	Monthly Cost	Thirty Six (36) Month	Monthly Cost	Extension for Thirty Six (36) Month
Santa Ana College	\$530.00	\$19,080.00	\$565.00	\$20,340.00	\$1,360.00	\$48,960.00
OC Sheriff's Regional Training Academy	\$310.00	\$11,160.00	\$516.00	\$18,576.00	\$195.00	\$7,020.00
Santiago Canyon College	\$1,340.00	\$48,240.00	\$1,379.00	\$49,644.00	\$1,295.00	\$46,620.00
Orange Education Center	\$310.00	\$11,160.00	\$408.50	\$14,706.00	\$195.00	\$7,020.00
Total for Thirty Six (36) Months		\$89,640.00		\$103,266.00		\$109,620.00
Extra Work: Hourly Rate						
Truck Mounted Sweeper	\$75.00/Hour		\$95.00/Hour		\$100.00/Hour	
Driver	\$25.00/Hour		\$35.00/Hour		Included	
Equipment Operator (Blower, etc.)	\$16.00/Hour		\$32.00/Hour		Included	

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Bid #1208 – Landscape Maintenance Services	
Action:	Request for Approval	

BACKGROUND

The District has landscaping and irrigation systems at Santiago Canyon College, Orange Education Center and Digital Media Center which require routine maintenance. The existing landscape maintenance services contract will expire on June 30, 2013; therefore, it is necessary to bid a new contract.

The Centennial Education Center and the OC-Sheriff's Regional Training Academy were not part of the bid because the sites are being done by the SAC Grounds Department staff (CEC) and the Orange County inmates (Sheriff's Training Academy).

ANALYSIS

A bid package was developed by consulting with staff at Santiago Canyon College and Digital Media Center. The bid called for a three-year contract with an option to renew for two additional one year terms. The option to renew would be based on the level of service and proposed pricing for the renewal years.

The bid was advertised and emailed to twenty nine (29) bidders. A mandatory pre-bid conference and job walk was conducted to discuss the bidding procedures and to allow the bidders to visit the sites. A total of eight (8) bidders attended. Four bidders responded. The low bidder, Tropical Plaza Nursery, Inc., met the bid specifications and requirements. Tropical Plaza Nursery, Inc. is currently providing landscape maintenance service for these locations and the District has been pleased with their work and recommends them as the successful bidder. Bid result is attached.

Therefore, Tropical Plaza Nursery, Inc. is the lowest responsive and responsible bidder meeting bid specifications for all sites.

RECOMMENDATION

It is recommended that the Board of Trustees accept and award the bid to Tropical Plaza Nursery, Inc. for SCC, SCC-OEC, and DMC to provide landscape maintenance services as presented.

Fiscal Impact:	\$387,000.00 (3 Years)	Board Date: May 20, 2013
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Ph.D., Chancellor	

BID #1208 - LANDSCAPE MAINTENANCE SERVICES

VENDOR	SITES	Monthly	Annual	Three Year	Grand Total	<i>Extra Supplies/ Materials</i>	<i>Extra Labor</i>
						<i>% Mark up Over Cost</i>	<i>Cost/ Hour</i>
Tropical Plaza Nursery, Inc.	SCC	\$10,050.00	\$120,600.00	\$361,800.00	\$387,000.00	15%	\$22.00
	SCC-OEC	\$300.00	\$3,600.00	\$10,800.00			
	DMC	\$400.00	\$4,800.00	\$14,400.00			
Valley Crest Landscape Maintenance	SCC	\$11,083.33	\$132,999.96	\$398,999.88	\$433,049.76	17%	\$29.00
	SCC-OEC	\$487.50	\$5,850.00	\$17,550.00			
	DMC	\$458.33	\$5,499.96	\$16,499.88			
So Cal Land Maintenance	SCC	\$13,366.00	\$160,392.00	\$481,176.00	\$518,040.00	25%	\$50.00
	SCC-OEC	\$379.00	\$4,548.00	\$13,644.00			
	DMC	\$645.00	\$7,740.00	\$23,220.00			
Midori Gardens	SCC	\$13,350.00	\$160,200.00	\$480,600.00	\$526,680.00	15%	\$22.00
	SCC-OEC	\$665.00	\$7,980.00	\$23,940.00			
	DMC	\$615.00	\$7,380.00	\$22,140.00			

5.13 (2)

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

To:	Board of Trustees	Date: May 20, 2013
Re:	Approval of Rejection of Bid #1210 – EMC Avamar Hardware and Software Maintenance	
Action:	Request for Approval	

BACKGROUND

In order for the District to continue maintaining the highest level of reliability, efficiency, service and up-time from the District-wide data storage equipment, the District requires an EMC Avamar Hardware and Software maintenance contract.

Due to the bid limit, this maintenance agreement required the District to go through the public bidding process and obtain Board approval.

ANALYSIS

The bid was advertised and emailed to ten (10) bidders in compliance with public contract code and District policy; however, only one bidder responded. The bidder was Thomas Galloway Corporation, dba Technogent. Upon contacting the other bidders, various reasons were given from five (5) bidders for not bidding. The reasons were because the manufacturer failed to provide pricing to the distributors in a timely manner, does not provide direct bid responses and not authorized to provide software support. The other four (4) did not respond to our inquiries.

Due to the lack of participation and the various reasons for not bidding, it is in the best interest of the District to reject the sole bid and rebid the EMC Avamar Hardware and Software Maintenance and encourage the EMC manufacturer to provide pricing to the distributors within the timeframe specified in the bid.

RECOMMENDATION

It is recommended that the Board of Trustees reject the bid for Bid #1210– EMC Avamar Hardware and Software Maintenance and rebid as presented.

Fiscal Impact:	None	Board Date: May 20, 2013
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Ph.D., Chancellor	

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026489	5,047.62	CN SCHOOL AND OFFICE SOLUTIONS INC	Equipment - Federal Progs >200	SP		3/25/2013
13-P0026490	410.40	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		3/25/2013
13-P0026491	161.41	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/25/2013
13-P0026492	321.41	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000			3/25/2013
13-P0026493	1,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			3/25/2013
13-P0026494	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/25/2013
13-P0026495	1,500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/25/2013
13-P0026496	1,000.00	GRAINGER	Instructional Supplies	SP		3/25/2013
13-P0026497	795.00	HOME DEPOT	Instructional Supplies	SP		3/25/2013
13-P0026498	500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		3/25/2013
13-P0026499	1,200.00	GOLD COAST TOURS	Transportation - Student	SP		3/25/2013
13-P0026500	2,530.00	DON BOOKSTORE	Instructional Supplies	SP		3/25/2013
13-P0026501	1,000.00	FULLERTON PAINT & FLOORING	Instructional Supplies	SP		3/25/2013
13-P0026502	108.96	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		3/25/2013
13-P0026503	570.19	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			3/25/2013
13-P0026504	14,887.53	SIMS ORANGE WELDING SUPPLY	Instructional Supplies	SP		3/26/2013
13-P0026505	6,699.00	C.I. SERVICES INC	Building Improvements	SP		3/26/2013
13-P0026506	6,000.00	BESACK VANESSA EUGENIA	Contracted Services	SP		3/26/2013
13-P0026507	5,000.00	MOYLE DAVID	Contracted Services	SP		3/26/2013
13-P0026508	3,064.41	THERMAL AIR CONDITIONING INC	Contracted Repair Services			3/26/2013
13-P0026509	200.00	LOPEZ RACHEL A	Contracted Services	SP		3/26/2013
13-P0026510	400.00	MARCOTTE SARAH	Contracted Services	SP		3/26/2013
13-P0026511	400.00	PEREZ APOLINARIO ERWIN	Contracted Services	SP		3/26/2013
13-P0026512	400.00	ROMEO SHARON	Contracted Services	SP		3/26/2013
13-P0026513	86.25	WESTERN POWER SYSTEMS	Contracted Repair Services			3/26/2013
13-P0026514	782.50	WESTERN POWER SYSTEMS	Contracted Repair Services			3/26/2013
13-P0026515	86.80	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		3/26/2013
* 13-P0026516	1,168.68	SEHI COMPUTER PRODUCTS	Instructional Supplies			3/26/2013
13-P0026517	268.92	SHUTTERSTOCK INC	Software License and Fees			3/26/2013
13-P0026518	13,057.81	DURHAM SCHOOL SERVICES	Transportation - Student	SP		3/26/2013
13-P0026519	443.42	LIBERTY FLAGS INC	Non-Instructional Supplies			3/26/2013
13-P0026520	180.00	DAN'S MACHINE REPAIR	Contracted Services			3/26/2013
13-P0026521	23.00	CCLC COMMUNITY COLLEGE LEAGUE	Non-Instructional Supplies			4/1/2013
13-P0026522	1,350.00	PALOMAR COLLEGE	Conference Expenses			4/1/2013
13-P0026523	86.94	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib			4/1/2013

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026524	236.80	AMERICAN THERMOFORM CORP	Non-Instructional Supplies	SP		4/1/2013
13-P0026525	64.90	TAB PRODUCTS CO	Non-Instructional Supplies	SP		4/1/2013
13-P0026526	457.51	SCHOOL OUTFITTERS	Instructional Supplies	SP		4/1/2013
13-P0026527	135.58	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/1/2013
13-P0026528	178.48	MCGRAW HILL GLOBAL EDUCATION, LLC	Books, Mags & Ref Mat, Non-Lib	SP		4/1/2013
13-P0026529	369.25	LIQUID SOUL DIGITAL GRAPHICS LLC	Non-Instructional Supplies	SP		4/1/2013
13-P0026530	238.84	SPECTRUM LABORATORIES INC	Instructional Supplies	SP		4/2/2013
13-P0026531	535.36	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		4/2/2013
13-P0026532	644.49	FITNESS WHOLESALE	Instructional Supplies	SP		4/2/2013
13-P0026533	3,212.97	FISHER SCIENTIFIC	Instructional Supplies	SP		4/2/2013
13-P0026534	99.33	AED SUPERSTORE	Non-Instructional Supplies			4/2/2013
13-P0026535	1,562.10	SODEXHO	Food and Food Service Supplies	SP		4/2/2013
13-P0026536	112.49	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/2/2013
13-P0026537	635.06	DEMCO INC	Non-Instructional Supplies			4/2/2013
13-P0026538	69.80	DEMCO INC	Non-Instructional Supplies			4/2/2013
* 13-P0026539	1,372.70	DELL COMPUTER	Equipment - All Other > \$1,000			4/2/2013
13-P0026540	479.75	GOLD COAST TOURS	Transportation - Student	SP		4/2/2013
13-P0026541	1,500.00	GRAINGER	Non-Instructional Supplies			4/2/2013
13-P0026542	4,480.00	JOB ELEPHANT COM INC	Personnel Recruiting	SP		4/2/2013
* 13-P0026543	6,785.75	DELL COMPUTER	Equipment - Federal Progs >200	SP		4/2/2013
* 13-P0026544	3,072.24	DELL COMPUTER	Equipment - Federal Progs >200	SP		4/2/2013
13-P0026545	535.00	CASILLAS JOSEPH ANTHONY	Contracted Repair Services			4/2/2013
13-P0026546	3,145.50	ARTICULATE GLOBAL INC	Software License and Fees	SP		4/2/2013
13-P0026547	107.87	TROXELL COMM INC	Instructional Supplies	SP		4/2/2013
13-P0026548	537.52	CDW GOVERNMENT INC.	Instructional Supplies	SP		4/2/2013
13-P0026549	98.00	YOUNG PS ACQUISITIONS, LLC	Non-Instructional Supplies	SP		4/2/2013
13-P0026550	4,970.16	ORANGE COUNTY PUMP CORP	Equipment - All Other > \$1,000			4/2/2013
13-P0026551	2,479.76	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			4/2/2013
13-P0026552	380.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			4/2/2013
13-P0026553	7,850.00	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts	SP		4/2/2013
13-P0026554	1,200.00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			4/2/2013
13-P0026555	1,000.00	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Non-Instructional Supplies			4/2/2013
13-P0026556	1,000.00	WATERLINE TECHNOLOGIES	Non-Instructional Supplies			4/2/2013
13-P0026557	400.00	NCH CORP	Non-Instructional Supplies			4/2/2013
13-P0026558	589.68	XEROX CORP	Instructional Supplies	SP		4/2/2013

Legend: * = Multiple Accounts for this P.O. SP = Special Project

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026559	445.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			4/2/2013
13-P0026560	1,208.84	CN SCHOOL AND OFFICE SOLUTIONS INC	Equipment - Federal Progs >200	SP		4/3/2013
13-P0026561	692.35	MEDCOM TRAINEX	Instructional Supplies	SP		4/3/2013
13-P0026562	3,950.00	VILLA PARK CATERING	Food and Food Service Supplies	SP		4/3/2013
13-P0026563	521.95	SVM LP	Other Exp Paid for Students	SP		4/3/2013
13-P0026564	355.00	ACADEMIC SENATE FOR	Conference Expenses			4/3/2013
13-P0026565	800.00	DECICCO DAWN A	Contracted Services	SP		4/3/2013
13-P0026566	600.00	MARTINEZ-CRUZ ARMANDO	Contracted Services	SP		4/3/2013
* 13-P0026567	3,000.00	VILLAGE GREEN GLOBAL INC	Contracted Services	SP		4/3/2013
13-P0026568	490.82	FRANKLIN AIR CONDITIONING	Contracted Repair Services			4/3/2013
13-P0026569	60.00	TROPICAL PLAZA NURSERY	Landscaping			4/3/2013
13-P0026574	288.71	DIRECT 4 BIZ LLC	Contracted Services			4/4/2013
13-P0026575	25.38	WELLS FARGO BANK	Books, Mags & Ref Mat, Non-Lib			4/4/2013
13-P0026576	162.00	WELLS FARGO BANK	Conference Expenses			4/4/2013
13-P0026577	4,910.00	STAGE-TECH	Rental-Equipment (Short-term)	SP		4/4/2013
13-P0026578	1,995.00	GEORGE MORENO	Conference Expenses	SP		4/4/2013
13-P0026579	100.00	CCCSFAAA	Conference Expenses	SP		4/4/2013
13-P0026580	100.00	BOARD OF GOVERNORS	Conference Expenses	SP		4/4/2013
13-P0026581	687.50	LUX BUS AMERICA	Transportation - Student	SP		4/4/2013
13-P0026582	1,320.00	CERRITOS COLLEGE FOUNDATION	Conference Expenses	SP		4/5/2013
13-P0026583	1,709.78	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		4/5/2013
13-P0026584	1,374.29	MARIE CALLENDERS RESTAURANT & BAKERY	Food and Food Service Supplies	SP		4/5/2013
13-P0026585	642.60	WE DO GRAPHICS INC	Non-Instructional Supplies			4/8/2013
13-P0026586	450.00	JFK TRANSPORTATION	Transportation - Student	SP		4/8/2013
13-P0026587	264.60	ART ANGLES	Non-Instructional Supplies	SP		4/8/2013
13-P0026588	313.97	DIRECTV	Contracted Services			4/8/2013
13-P0026589	1,596.46	TRICAM INC	Food and Food Service Supplies	SP		4/8/2013
13-P0026590	39.00	EDUCAUSE	Books, Mags & Ref Mat, Non-Lib			4/8/2013
13-P0026591	305.00	LASCARIS RESTAURANT GROUP INC	Food and Food Service Supplies	SP		4/8/2013
13-P0026592	175.00	CCC EOPS REGION VIII	Conference Expenses	SP		4/8/2013
13-P0026593	1,350.00	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			4/8/2013
13-P0026594	3,522.46	SANYO FOODS CORPORATION	Food and Food Service Supplies	SP		4/8/2013
13-P0026595	650.00	SANTIAGO HILLS AUTO SPA INC	Food and Food Service Supplies	SP		4/8/2013
13-P0026596	610.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			4/8/2013
13-P0026597	155.00	ACTION DOOR CONTROLS INC	Contracted Repair Services			4/8/2013

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5.15 (3)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026598	150.00	PRAXAIR DIST INC	Non-Instructional Supplies	SP		4/8/2013
13-P0026599	132.23	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			4/8/2013
13-P0026600	840.78	SAMY'S CAMERA	Instructional Supplies	SP		4/8/2013
13-P0026601	300.00	KECHICHIAN RAFFI	Contracted Repair Services			4/8/2013
13-P0026602	1,012.00	CAPP ASSOCIATES INC	Non-Instructional Supplies	SP		4/8/2013
13-P0026603	19.95	ROLLING STONE LLC	Library Books - Periodicals			4/8/2013
13-P0026604	687.10	STAY SAFE SUPPLY INC	Non-Instructional Supplies	SP		4/9/2013
13-P0026605	520.00	NIKKIS FLAG SHOPPE	Contracted Repair Services	SP		4/9/2013
13-P0026606	888.51	FISHER SCIENTIFIC	Instructional Supplies	SP		4/9/2013
13-P0026607	2,500.00	ALBERTSON'S	Food and Food Service Supplies	SP		4/9/2013
13-P0026608	43.00	CCLC COMMUNITY COLLEGE LEAGUE	Books, Mags & Ref Mat, Non-Lib			4/9/2013
13-P0026610	821.54	MID AMERICA SALES ASSOC	Instructional Supplies	SP		4/9/2013
13-P0026611	1,849.44	TOMARK SPORTS INC	Instructional Supplies	SP		4/9/2013
13-P0026612	46.90	DEMCO INC	Non-Instructional Supplies	SP		4/9/2013
13-P0026613	605.93	GALE GROUP	Library Books			4/9/2013
13-P0026614	325.00	CALIFORNIA COMMUNITY COLLEGES CALWO	Conference Expenses	SP		4/9/2013
13-P0026615	2,000.00	MNM PUBLISHING CORP	Advertising	SP		4/9/2013
13-P0026616	13,000.00	LOY NASHUA	Conference Expenses	SP		4/9/2013
13-P0026617	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			4/9/2013
13-P0026618	225.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		4/9/2013
13-P0026619	410.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/9/2013
13-P0026620	500.00	CALIFORNIA FASHION ASSOC	Inst Dues & Memberships	SP		4/9/2013
13-P0026621	167.40	MAJDI INC	Food and Food Service Supplies	SP		4/9/2013
13-P0026622	548.00	WELLS FARGO BANK	Conference Expenses			4/10/2013
13-P0026623	290.00	WELLS FARGO BANK	Conference Expenses			4/10/2013
13-P0026624	393.80	WELLS FARGO BANK	Conference Expenses			4/10/2013
13-P0026625	1,550.00	NAEYC	Other Licenses & Fees	SP		4/10/2013
13-P0026626	1,000.00	AMERICAN REPROGRAPHICS CO LLC	Site Improv - Blueprint/Reprod	SP	BOND	4/10/2013
13-P0026627	219.24	ULINE	Non-Instructional Supplies	SP		4/10/2013
13-P0026628	139.56	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		4/10/2013
13-P0026629	1,414.73	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		4/10/2013
13-P0026630	66.56	DESIGN SCIENCE	Instructional Supplies	SP		4/10/2013
13-P0026631	91.24	HOUGHTON MIFFLIN HARCOURT PUBL	Instructional Supplies	SP		4/10/2013
13-P0026632	464.62	GREGG MILLER	Instructional Supplies			4/10/2013
13-P0026633	2,476.80	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		4/10/2013

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026634	300.00	HOME DEPOT	Instructional Supplies	SP		4/10/2013
13-P0026635	866.79	FITNESS WHOLESAL	Instructional Supplies	SP		4/10/2013
13-P0026636	644.49	FITNESS WHOLESAL	Instructional Supplies	SP		4/10/2013
13-P0026637	140.78	CORINE L. DOUGHTY	Reproduction/Printing Expenses	SP		4/10/2013
13-P0026638	2,799.50	MEDIEVAL TIMES DINNER & TOURNAMENT INC	Other Exp Paid for Students	SP		4/10/2013
13-P0026639	331.32	GALE GROUP	Library Books	SP		4/10/2013
13-P0026640	7,100.00	CHALLENGE U, LLC	Other Exp Paid for Students	SP		4/10/2013
13-P0026641	2,780.00	ADCO ROOFING INC	Buildings - Contracted Svcs	SP		4/10/2013
13-P0026642	259.95	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		4/10/2013
13-P0026643	9,975.60	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		4/10/2013
13-P0026644	291.26	OTHER WORLD COMPUTING INC	Repair & Replacement Parts			4/10/2013
* 13-P0026645	1,311.12	DON BOOKSTORE	Non-Instructional Supplies	SP		4/10/2013
13-P0026646	1,750.00	LYNDA COM INC	Software License and Fees	SP		4/10/2013
13-P0026647	1,459.26	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		4/10/2013
13-P0026648	106.27	CDW GOVERNMENT INC.	Instructional Supplies	SP		4/10/2013
13-P0026649	1,427.76	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		4/10/2013
13-P0026650	2,000.00	SILVA SIMON	Contracted Services	SP		4/10/2013
13-P0026651	500.00	AGUILAR ELENA	Contracted Services	SP		4/10/2013
13-P0026652	43.19	MARIA R. CASTELLON	Food and Food Service Supplies	SP		4/11/2013
13-P0026653	1,090.00	SOUTHERN CALIF MARINE INSTITUTE	Other Participant Travel Exp	SP		4/11/2013
13-P0026654	6,500.00	ICEED INT'L CONSORTIUM FOR	District Business/Sponsorships	SP		4/11/2013
13-P0026655	500.00	RSCCD DISTRICT FOUNDATION	District Business/Sponsorships	SP		4/11/2013
13-P0026656	1,500.00	OC HISPANIC CHAMBER OF COMMERCE	District Business/Sponsorships	SP		4/11/2013
13-P0026657	450.00	SMART & FINAL	Instructional Supplies	SP		4/11/2013
13-P0026658	5,060.00	DON BOOKSTORE	Other Exp Paid for Students	SP		4/11/2013
13-P0026659	280.78	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/11/2013
13-P0026660	14,871.60	ELLISON TECHNOLOGIES	Equipment - Federal Progs >200	SP		4/11/2013
13-P0026661	2,371.52	TANDUS US LLC	Site Improv - Contracted Svcs	SP		4/11/2013
13-P0026662	1,239.20	SIGNATURE FLOORING INC	Site Improv - Contracted Svcs	SP		4/11/2013
13-P0026663	319.36	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/11/2013
13-P0026664	14,000.00	DON BOOKSTORE	Instructional Supplies	SP		4/11/2013
* 13-P0026665	905.16	INSIGHT MEDIA	Instructional Supplies	SP		4/11/2013
13-P0026666	570.00	LASCARIS RESTAURANT GROUP INC	Food and Food Service Supplies	SP		4/11/2013
13-P0026667	377.97	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/11/2013
13-P0026668	152.69	OFFICE DEPOT BUSINESS SVCS	Awards & Incentives	SP		4/11/2013

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026670	500.00	ALBERTSON'S	Food and Food Service Supplies	SP		4/11/2013
13-P0026671	3,207.60	CN SCHOOL AND OFFICE SOLUTIONS INC	Equipment - All Other > \$1,000	SP		4/11/2013
13-P0026672	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/11/2013
13-P0026673	1,080.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			4/11/2013
13-P0026674	125.00	SMART & FINAL	Non-Instructional Supplies	SP		4/11/2013
13-P0026675	295.26	HERFF JONES INC.	Non-Instructional Supplies	SP		4/11/2013
13-P0026676	10,011.60	MAC HOLLYWOOD	Instructional Supplies	SP		4/11/2013
13-P0026677	4,065.88	B & H PHOTO VIDEO INC	Instructional Supplies	SP		4/11/2013
13-P0026678	1,054.61	B & H PHOTO VIDEO INC	Instructional Supplies	SP		4/11/2013
13-P0026679	6,243.75	TECH SMITH CORP	Software License and Fees	SP		4/11/2013
13-P0026680	1,500.00	INTELECOM	Software License and Fees	SP		4/11/2013
13-P0026681	1,782.00	SPRINGSHARE LLC	Software License and Fees	SP		4/11/2013
13-P0026682	429.90	GLASBY MAINTENANCE SUPPLY	Equip/Software - >\$200 <\$1,000			4/11/2013
13-P0026683	750.00	ON COURSE INC.	Conference Expenses	SP		4/11/2013
13-P0026684	150.00	SOCIETY OF WOMEN ENGINEERS OC SECTION	Other Participant Travel Exp	SP		4/11/2013
13-P0026685	76.10	ELLISON TECHNOLOGIES	Instructional Supplies	SP		4/12/2013
13-P0026686	2,500.00	METCALF HENRY A	Contracted Services	SP		4/12/2013
13-P0026687	200.00	GOLDENBERG DAVID	Contracted Services	SP		4/12/2013
13-P0026688	394.70	FRANKLIN AIR CONDITIONING	Contracted Repair Services			4/12/2013
13-P0026689	1,870.87	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTR	Site Improvements	SP		4/12/2013
13-P0026690	2,000.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	4/12/2013
13-P0026691	1,679.34	XPEDX PAPER CO	Non-Instructional Supplies			4/12/2013
13-P0026692	1,294.02	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP		4/15/2013
13-P0026693	1,000.00	SANTA ROSA JUNIOR COLLEGE	Non-Instructional Supplies	SP		4/15/2013
13-P0026694	800.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/15/2013
13-P0026695	693.92	D3 SPORTS INC.	Instructional Supplies	SP		4/15/2013
13-P0026696	770.53	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		4/15/2013
13-P0026697	1,509.00	ON TRACK	Instructional Supplies	SP		4/15/2013
13-P0026698	177.00	D3 SPORTS INC.	Instructional Supplies	SP		4/15/2013
13-P0026699	232.10	REGINA R. LAMOURELLE	Non-Instructional Supplies	SP		4/15/2013
13-P0026700	750.00	JFK TRANSPORTATION	Transportation - Student	SP		4/15/2013
13-P0026701	318.52	CAPP ASSOCIATES INC	Non-Instructional Supplies	SP		4/15/2013
13-P0026702	17.05	WELLS FARGO BANK	Books, Mags & Ref Mat, Non-Lib			4/15/2013
13-P0026703	2,263.00	ECOLAB EQUIPMENT CARE	Contracted Repair Services			4/15/2013
13-P0026704	2,899.51	BOBER ANTHONY T	Gain (Loss) - Insurance Settle			4/15/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026705	1,500.00	ACCT ASSOC OF COMMUNITY	Books, Mags & Ref Mat, Non-Lib			4/15/2013
13-P0026706	340.00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			4/15/2013
13-P0026707	976.04	MIDWEST LIBRARY SVC	Library Books	SP		4/15/2013
13-P0026708	315.00	SO CAL LAND MAINTENANCE INC	Contracted Repair Services			4/15/2013
13-P0026709	5,557.10	4 IMPRINT	Non-Instructional Supplies	SP		4/15/2013
13-P0026710	2,079.00	PLAQUE MAKER.COM	Non-Instructional Supplies	SP		4/15/2013
13-P0026711	2,321.46	KULI IMAGE INCYKUSTOM IMPRINTS	Supplies Paid for Students	SP		4/15/2013
13-P0026712	1,540.82	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		4/15/2013
13-P0026713	64.48	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/15/2013
13-P0026714	1,385.53	DELL COMPUTER	Equipment - Federal Progs >200	SP		4/15/2013
13-P0026715	213.43	CORINE L. DOUGHTY	Food and Food Service Supplies	SP		4/15/2013
13-P0026716	246.80	BUSINESS MACHINES SECURITY	Contracted Services			4/15/2013
13-P0026717	650.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			4/15/2013
13-P0026718	525.00	MUSEUM OF TOLERANCE	Other Exp Paid for Students	SP		4/15/2013
13-P0026719	480.00	JFK TRANSPORTATION	Transportation - Student	SP		4/15/2013
13-P0026720	2,000.00	PIRATE'S DINNER ADVENTURE	Other Exp Paid for Students	SP		4/15/2013
13-P0026721	1,113.34	BIO EXPRESS LLC	Instructional Supplies	SP		4/15/2013
13-P0026722	1,263.44	BIO EXPRESS LLC	Instructional Supplies			4/15/2013
13-P0026723	1,649.50	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		4/15/2013
13-P0026724	23,817.94	D4 SOLUTIONS INC.	Equipment - Other Contract Svc	SP		4/15/2013
13-P0026725	906.55	BRIGHT WHITE PAPER COMPANY	Instructional Supplies	SP		4/15/2013
13-P0026726	174.41	KC HUYNH-DANG	Food and Food Service Supplies	SP		4/15/2013
13-P0026727	1,381.56	NCS PEARSON INC	Instructional Supplies	SP		4/15/2013
13-P0026728	309.78	NORTH COAST MEDICAL INC	Instructional Supplies	SP		4/15/2013
13-P0026729	2,136.20	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		4/15/2013
13-P0026730	436.00	KYLA E. BENSON	Instructional Supplies	SP		4/15/2013
13-P0026731	1,202.34	CAMBRIDGE UNIV PRESS	Books, Mags & Ref Mat, Non-Lib	SP		4/15/2013
13-P0026732	16,200.00	ORANGE UNIFIED SCHOOL DISTRICT	Lease Agreement - Facility	SP		4/15/2013
13-P0026733	497.02	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		4/15/2013
13-P0026734	385.38	D4 SOLUTIONS INC.	Equipment - Other Contract Svc	SP		4/15/2013
13-P0026735	654.32	AIR & WATER SYSTEMS	Repair & Replacement Parts			4/15/2013
13-P0026736	670.24	D4 SOLUTIONS INC.	Contracted Services	SP		4/15/2013
13-P0026737	2,800.00	SIGNATURE FLOORING INC	Building Improvements	SP		4/15/2013
13-P0026738	454.00	PYRO-COMM SYSTEMS INC	Maint/Oper Service Agreements			4/15/2013
13-P0026739	6,650.00	GEO-ADVANTEC INC	Site Improv- Engineering Costs	SP	BOND	4/15/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026740	28,251.45	CITY OF SANTA ANA	Sites - Licenses, Fees & Taxes	SP	BOND	4/15/2013
13-P0026741	500.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP		4/15/2013
13-P0026742	13,226.00	C. E. MECHANICAL INC	Building Improvements	SP		4/15/2013
13-P0026743	400.00	DEISY COVARRUBIAS	Non-Instructional Supplies	SP		4/16/2013
13-P0026744	2,115.74	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		4/16/2013
* 13-P0026745	4,692.42	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		4/16/2013
13-P0026746	619.81	D4 SOLUTIONS INC.	Contracted Services	SP		4/16/2013
13-P0026747	2,582.09	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		4/16/2013
13-P0026748	7,748.95	CONNECTICUT VALLEY BIOLOGICAL	Instructional Supplies	SP		4/16/2013
13-P0026749	251,875.00	BERNARDS BROS INC	Buildings - Construction Mgmt	SP	BOND	4/16/2013
13-P0026750	26,500.00	BERNARDS BROS INC	Buildings - Construction Mgmt	SP	BOND	4/16/2013
13-P0026751	93,500.00	BERNARDS BROS INC	Buildings - Construction Mgmt	SP	BOND	4/16/2013
13-P0026752	93,500.00	BERNARDS BROS INC	Buildings - Construction Mgmt	SP	BOND	4/16/2013
* 13-P0026753	711.65	ASHKENAS JOAN	Instructional Supplies	SP		4/16/2013
* 13-P0026754	466.93	DISPLAYS2GO	Non-Instructional Supplies	SP		4/16/2013
13-P0026755	1,753.64	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		4/16/2013
13-P0026756	5,019.99	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		4/16/2013
13-P0026757	1,322.40	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		4/16/2013
13-P0026758	2,968.58	HMH SUPPLEMENTAL PUBL	Books, Mags & Ref Mat, Non-Lib	SP		4/16/2013
13-P0026759	300.00	WELLS FARGO BANK	Food and Food Service Supplies			4/16/2013
* 13-P0026760	200.00	CALIF OCCUPATIONAL THERAPY	Inst Dues & Memberships			4/16/2013
13-P0026761	1,975.00	INTERMEDIA INC	Instructional Supplies	SP		4/16/2013
13-P0026762	830.00	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		4/16/2013
13-P0026763	983.56	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		4/16/2013
13-P0026764	1,188.27	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies	SP		4/16/2013
13-P0026765	188.24	SCANTRON CORP	Instructional Supplies	SP		4/16/2013
13-P0026766	283.50	SUSAN BLACKWOOD LEEDY	Awards & Incentives	SP		4/16/2013
13-P0026767	474.20	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies	SP		4/16/2013
13-P0026768	1,567.95	DON BOOKSTORE	Non-Instructional Supplies	SP		4/16/2013
13-P0026769	1,357.08	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies	SP		4/16/2013
13-P0026770	4,004.21	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies	SP		4/16/2013
13-P0026771	147.06	INSIGHT MEDIA	Instructional Supplies	SP		4/16/2013
13-P0026772	165.20	ACADEMIC COMMUNICATION ASSOCIATES	Books, Mags & Ref Mat, Non-Lib	SP		4/16/2013
* 13-P0026773	335.52	NCS PEARSON INC	Instructional Supplies	SP		4/16/2013
13-P0026774	190.08	VIRGINIA M. WITMER	Books, Mags & Ref Mat, Non-Lib	SP		4/16/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026775	745.00	ASSOC FOR INSTITUTIONAL RESEARCH	Conference Expenses	SP		4/16/2013
13-P0026776	9,218.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services			4/16/2013
13-P0026777	211.68	BUTTERFLY SIGNS	Non-Instructional Supplies	SP		4/16/2013
13-P0026778	498.75	LUX BUS AMERICA	Transportation - Student	SP		4/16/2013
13-P0026779	432.72	PRO PERFORMANCE SPORTS	Instructional Supplies	SP		4/16/2013
13-P0026780	1,554.27	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		4/16/2013
13-P0026781	502.98	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		4/16/2013
13-P0026782	4,920.00	PARADISE CONSTRUCTION &	Site Improv - Contracted Svcs	SP		4/16/2013
13-P0026783	300.62	GARY GRIMM & ASSOCIATES	Books, Mags & Ref Mat, Non-Lib	SP		4/16/2013
13-P0026784	737.44	PRO ED INC	Non-Instructional Supplies	SP		4/16/2013
13-P0026785	2,000.00	LIEBERT CASSIDY WHITMORE	Contracted Services			4/17/2013
13-P0026786	500.00	SMART & FINAL	Food and Food Service Supplies	SP		4/17/2013
13-P0026787	361,245.50	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Facility			4/17/2013
13-P0026788	251.69	AT & T	Equipment - Federal Progs >200	SP		4/18/2013
13-P0026789	8,400.00	FREIGHT RODNEY DONALD	Buildings - Contracted Svcs	SP		4/18/2013
13-P0026790	675.00	EMPIRE PARKING LOT SERVICES	Contracted Services	SP		4/18/2013
13-P0026791	1,285.00	FITNESS REPAIR SHOP	Contracted Repair Services			4/18/2013
13-P0026793	1,375.00	EXECUTIVE ENVIRONMENTAL	Site Imp - Construction Tests	SP	BOND	4/18/2013
13-P0026794	600.00	BESTWAY LAUNDRY SOLUTIONS	Contracted Repair Services			4/18/2013
* 13-P0026795	6,356.54	IMAGE WORKS PES INC	Instructional Supplies	SP		4/18/2013
13-P0026796	728.55	E TECH EQUIPMENT REPAIR	Contracted Repair Services			4/18/2013
13-P0026797	1,612.30	CDW GOVERNMENT INC.	Equipment - Technology >\$1,000			4/18/2013
13-P0026798	15,000.00	GOVERNMENT	Software Support Service-Fixed			4/18/2013
13-P0026799	153.45	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		4/18/2013
13-P0026800	2,795.06	DELL COMPUTER	Equipment - All Other > \$1,000			4/18/2013
13-P0026801	585.00	SURVEY MONKEY INC	Software License and Fees			4/18/2013
13-P0026802	156.74	CDW GOVERNMENT INC.	Instructional Supplies	SP		4/18/2013
13-P0026803	180.96	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		4/18/2013
13-P0026804	381.24	CDW GOVERNMENT INC.	Instructional Supplies	SP		4/18/2013
13-P0026805	495.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		4/18/2013
* 13-P0026806	2,012.76	COMPUTERLAND OF SILICON VALLEY	Instructional Software	SP		4/18/2013
13-P0026807	117.95	CREATION ENGINE INC	Non-Instructional Software			4/18/2013
13-P0026808	400.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		4/18/2013
13-P0026809	159.90	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			4/18/2013
13-P0026810	322.92	GETTY IMAGES US INC	Software License and Fees			4/18/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026811	6,220.48	AMERICAN EXPRESS	Transportation - Student	SP		4/19/2013
13-P0026812	700.00	BISHOP CO	Non-Instructional Supplies			4/19/2013
13-P0026813	2,000.00	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			4/19/2013
13-P0026814	2,000.00	TROXELL COMM INC	Instructional Supplies	SP		4/19/2013
13-P0026815	1,000.00	GRIFFIN ACE HARDWARE	Instructional Supplies	SP		4/19/2013
13-P0026816	2,000.00	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		4/19/2013
13-P0026817	4,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			4/19/2013
13-P0026818	4,000.00	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			4/19/2013
13-P0026819	1,700.00	WATERLINE TECHNOLOGIES	Non-Instructional Supplies	SP		4/19/2013
13-P0026820	303.74	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		4/19/2013
13-P0026821	487.85	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		4/19/2013
13-P0026822	308.51	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			4/22/2013
13-P0026823	1,767.00	PYRO-COMM SYSTEMS INC	Contracted Services			4/22/2013
13-P0026824	1,250.00	EXECUTIVE ENVIRONMENTAL	Buildings - Construction Tests	SP	BOND	4/22/2013
13-P0026825	351.25	WESTERN POWER SYSTEMS	Contracted Repair Services			4/22/2013
13-P0026826	486.00	SANYO FOODS CORPORATION	Food and Food Service Supplies	SP		4/22/2013
13-P0026827	3,430.00	GLOBAL WORKS INC	Contracted Services	SP		4/22/2013
13-P0026828	778.40	KELLY DAVID KENT	Contracted Repair Services	SP		4/22/2013
13-P0026829	14,000.00	BKF ENGINEERS	Site Improv- Engineering Costs	SP		4/22/2013
13-P0026830	1,697.98	DUTHIE POWER SVC	Contracted Repair Services			4/22/2013
13-P0026831	2,500.00	CALIFORNIA ETEC	Reproduction/Printing Expenses			4/22/2013
13-P0026832	734.36	HAYNEEDLE INC	Instructional Supplies	SP		4/22/2013
13-P0026833	589.78	MCGRAW HILL GLOBAL EDUCATION, LLC	Books, Mags & Ref Mat, Non-Lib	SP		4/22/2013
13-P0026834	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/22/2013
13-P0026835	507.60	B.K. HARRIS	Community/Public Relations	SP		4/22/2013
* 13-P0026836	27,746.12	TOYOTA PLACE	Equipment - All Other > \$1,000	SP		4/22/2013
13-P0026837	205.17	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		4/22/2013
13-P0026838	1,400.00	DOUG MULLIN	Contracted Repair Services			4/22/2013
13-P0026839	3,538.45	SVM LP	Other Exp Paid for Students	SP		4/22/2013
13-P0026840	353.72	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/22/2013
13-P0026843	290.39	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		4/23/2013
* 13-P0026844	2,611.44	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		4/23/2013
13-P0026845	2,229.12	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		4/23/2013
13-P0026846	1,334.96	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		4/23/2013
* 13-P0026847	1,862.83	MOUSER ELECTRONICS	Instructional Supplies	SP		4/23/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026848	2,218.18	DELL COMPUTER	Equipment - All Other > \$1,000			4/23/2013
13-P0026849	1,718.31	DELL COMPUTER	Equipment - All Other > \$1,000			4/23/2013
13-P0026850	47,953.94	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			4/23/2013
13-P0026851	1,014.93	APPLE COMPUTER INC	Instructional Supplies	SP		4/23/2013
13-P0026852	1,995.00	DESIGN SIMULATION TECHNOLOGIES INC	Software License and Fees	SP		4/23/2013
13-P0026853	800.00	APPLE COMPUTER INC	Instructional Software	SP		4/23/2013
13-P0026854	319.68	B & H PHOTO VIDEO INC	Instructional Supplies	SP		4/23/2013
13-P0026855	11,024.00	BLY-CHESTER CHERYL ANN	Contracted Services	SP		4/23/2013
13-P0026856	275.51	CDW GOVERNMENT INC.	Instructional Supplies	SP		4/23/2013
13-P0026857	2,437.68	B & H PHOTO VIDEO INC	Equipment - Other Contract Svc	SP		4/23/2013
13-P0026858	680.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		4/23/2013
13-P0026859	11,000.00	CIRKS CONSTRUCTION INC	Building Improvements	SP		4/23/2013
13-P0026860	500.00	NELIDA M. YANEZ	Conference Expenses			4/23/2013
* 13-P0026861	3,403.40	MANCHESTER HOTEL	Other Participant Travel Exp	SP		4/23/2013
13-P0026862	2,234.61	CLEAN SOURCE INC	Equipment - All Other > \$1,000			4/23/2013
13-P0026863	1,852.65	UNISOURCE PAPER CO	Non-Instructional Supplies			4/23/2013
13-P0026864	11,202.59	CLEAN SOURCE INC	Non-Instructional Supplies			4/23/2013
13-P0026865	550.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			4/23/2013
13-P0026866	475.00	NELSON MELINDA E	Contracted Repair Services			4/23/2013
13-P0026867	5,000.00	VOYAGER FLEET SYSTEM INC	Gasoline			4/24/2013
13-P0026868	1,003.00	DON BOOKSTORE	Other Exp Paid for Students	SP		4/24/2013
13-P0026869	1,400.00	DON BOOKSTORE	Books Paid for Students	SP		4/24/2013
13-P0026870	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/24/2013
13-P0026871	1,000.00	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services			4/24/2013
13-P0026872	1,561.00	DON BOOKSTORE	Non-Instructional Supplies	SP		4/24/2013
13-P0026873	500.00	PAPER DEPOT DOCUMENT	Instructional Supplies	SP		4/24/2013
13-P0026874	684.32	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/24/2013
13-P0026875	1,002.06	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/24/2013
13-P0026876	3,428.73	STAY SAFE SUPPLY INC	Instructional Supplies	SP		4/24/2013
13-P0026877	450.00	DON BOOKSTORE	Instructional Supplies	SP		4/24/2013
13-P0026878	350.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/24/2013
13-P0026879	2,100.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/24/2013
13-P0026880	1,287.36	STAY SAFE SUPPLY INC	Non-Instructional Supplies	SP		4/24/2013
13-P0026881	3,240.00	MIDWEST LIBRARY SVC	Library Books	SP		4/24/2013
13-P0026882	258.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/24/2013

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026883	500.00	DON BOOKSTORE	Supplies Paid for Students	SP		4/24/2013
13-P0026884	500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/24/2013
13-P0026885	2,160.00	AMAZON COM	Library Books	SP		4/24/2013
13-P0026886	300.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/24/2013
13-P0026887	1,000.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		4/24/2013
13-P0026888	1,000.00	SAMY'S CAMERA	Instructional Supplies	SP		4/24/2013
13-P0026889	1,448.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Supplies	SP		4/24/2013
13-P0026890	4,000.00	DON BOOKSTORE	Instructional Supplies	SP		4/24/2013
13-P0026891	2,429.60	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Supplies	SP		4/24/2013
* 13-P0026892	250.61	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/24/2013
13-P0026893	2,168.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Supplies	SP		4/24/2013
13-P0026894	2,100.80	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Supplies	SP		4/24/2013
13-P0026895	428.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Supplies	SP		4/24/2013
13-P0026896	1,500.00	THOMAS M. POYER ENTERPRISES, INC	Reproduction/Printing Expenses	SP		4/24/2013
13-P0026897	14,500.00	BKF ENGINEERS	Site Improv - Contracted Svcs	SP	BOND	4/24/2013
13-P0026898	600.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/24/2013
13-P0026899	544.37	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/24/2013
13-P0026900	783.76	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/24/2013
13-P0026901	201.43	SCANTRON CORP	Non-Instructional Supplies	SP		4/24/2013
13-P0026902	200.00	CAMERA DE EMPRESARIOS LATINOAMERICANOS	Advertising	SP		4/24/2013
13-P0026903	1,296.00	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies	SP		4/25/2013
13-P0026904	147.71	HILTON SACRAMENTO ARDEN WEST	Conference Expenses	SP		4/25/2013
13-P0026905	352.80	MICHAEL T. COLLINS	Conference Expenses	SP		4/25/2013
13-P0026906	681.62	CARVIN CORP	Equip/Software - >\$200 <\$1,000	SP		4/25/2013
13-P0026907	16,712.00	STUDY IN THE USA	Advertising	SP		4/25/2013
13-P0026908	2,700.00	THE MATHWORKS INC	Software License and Fees	SP		4/25/2013
13-P0026909	76.62	MICHAEL J MACKENZIE	Non-Instructional Supplies	SP		4/25/2013
* 13-P0026910	3,340.19	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		4/25/2013
13-P0026911	131.76	IMAGE PRINTING SOLUTIONS	Reproduction/Printing Expenses			4/25/2013
13-P0026912	540.06	HOUGHTON MIFFLIN HARCOURT PUBL	Books, Mags & Ref Mat, Non-Lib	SP		4/25/2013
13-P0026913	1,091.00	APPERSON	Instructional Supplies	SP		4/25/2013
13-P0026914	233.56	APPERSON	Instructional Supplies	SP		4/25/2013
13-P0026915	37.74	REGINA R. LAMOURELLE	Instructional Supplies	SP		4/25/2013
13-P0026916	4,548.96	DON BOOKSTORE	Other Exp Paid for Students	SP		4/25/2013
13-P0026917	18,930.00	RSCCD	Other Exp Paid for Students	SP		4/25/2013

Legend: * = Multiple Accounts for this P.O. SP = Special Project

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026918	2,459.16	DON BOOKSTORE	Other Exp Paid for Students	SP		4/25/2013
13-P0026919	2,500.00	DON BOOKSTORE	Other Exp Paid for Students	SP		4/25/2013
13-P0026920	44.67	NCS PEARSON INC	Books, Mags & Ref Mat, Non-Lib	SP		4/25/2013
13-P0026921	490.00	SODEXHO	Other Exp Paid for Students	SP		4/25/2013
13-P0026922	499.18	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		4/25/2013
13-P0026923	1,380.86	HERFF JONES INC.	Non-Instructional Supplies	SP		4/25/2013
13-P0026924	200.26	ACTION DOOR CONTROLS INC	Contracted Repair Services			4/25/2013
13-P0026925	425.00	ORANGE COAST PLUMBING INC	Contracted Repair Services			4/25/2013
13-P0026926	396.90	SUSAN BLACKWOOD LEEDY	Non-Instructional Supplies	SP		4/25/2013
13-P0026927	472.50	MUSEUM OF TOLERANCE	Other Exp Paid for Students	SP		4/25/2013
13-P0026928	13,527.15	D4 SOLUTIONS INC.	Contracted Services			4/25/2013
13-P0026929	980.00	GENERAL BINDING CORP	Contracted Services	SP		4/26/2013
13-P0026930	419,000.00	OPTIMA RPM INC	Buildings - Contracted Svcs	SP	BOND	4/26/2013
13-P0026931	100.00	VIRAMONTES JAIME	Contracted Services	SP		4/26/2013
13-P0026932	200.00	CEPEDA ARMANDO	Contracted Services	SP		4/26/2013
13-P0026933	250.00	TAYLOR JEWEL D	Contracted Services	SP		4/26/2013
* 13-P0026934	600.00	BOYD & ASSOCIATES	Buildings - Relocation/Moving	SP		4/26/2013
13-P0026935	3,098.40	YSI INCORPORATED	Equipment - Federal Progs >200	SP		4/26/2013
13-P0026936	5,407.20	BIO EXPRESS LLC	Equipment - Federal Progs >200	SP		4/26/2013
13-P0026937	250.00	PAPER DEPOT DOCUMENT	Contracted Services	SP		4/26/2013
13-P0026938	3,280.00	COAST ELECTRIC	Contracted Services	SP		4/26/2013
13-P0026939	395.81	WESTERN POWER SYSTEMS	Contracted Repair Services			4/26/2013
* 13-P0026940	2,573.10	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		4/29/2013
13-P0026941	2,014.14	SAMY'S CAMERA	Instructional Supplies	SP		4/29/2013
* 13-P0026942	391.38	BIO EXPRESS LLC	Instructional Supplies	SP		4/29/2013
13-P0026943	447.45	SADDLEBACK EDUCATION PUBLISHING INC	Books, Mags & Ref Mat, Non-Lib	SP		4/29/2013
13-P0026944	907.04	HMH SUPPLEMENTAL PUBL	Books, Mags & Ref Mat, Non-Lib	SP		4/29/2013
13-P0026945	608.64	PEARSON ED	Instructional Supplies	SP		4/29/2013
13-P0026946	633.20	US GEOLOGICAL SURVEY	Instructional Supplies			4/29/2013
* 13-P0026947	170.64	KLAI-CO IDENTIFICATION PRODUCT INC	Instructional Supplies	SP		4/29/2013
13-P0026948	78.26	BIOQUIP PRODUCTS INC	Instructional Supplies	SP		4/29/2013
13-P0026949	252.40	SAMY'S CAMERA	Instructional Supplies	SP		4/29/2013
13-P0026950	3,263.02	MCGRAW HILL GLOBAL EDUCATION, LLC	Books, Mags & Ref Mat, Non-Lib	SP		4/29/2013
13-P0026951	1,976.00	ORANGE CHAMBER OF COMMERCE	Inst Dues & Memberships			4/29/2013
13-P0026952	371.55	TOWN AND COUNTRY RESORTYAND CONVENTION CENT	Conference Expenses	SP		4/29/2013

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5.15 (13)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026953	575.00	CASAS	Conference Expenses	SP		4/29/2013
13-P0026954	800.00	NELIDA M. YANEZ	Conference Expenses			4/29/2013
13-P0026955	1,000.00	NALEO	Conference Expenses			4/29/2013
13-P0026956	250.00	SUPER ANTOJITO'S AUTHENTIC MEXICAN FOOD	Food and Food Service Supplies	SP		4/30/2013
13-P0026957	82.21	FEDEX	Non-Instructional Supplies			4/30/2013
13-P0026958	6,372.98	4 IMPRINT	Supplies Paid for Students	SP		4/30/2013
* 13-P0026959	385.00	LASCARIS RESTAURANT GROUP INC	Food and Food Service Supplies	SP		4/30/2013
13-P0026960	243.22	PROVO CRAFT & NOVELTY	Instructional Supplies	SP		4/30/2013
* 13-P0026961	481.25	DANIELS KURT A	Instructional Supplies	SP		4/30/2013
13-P0026962	400.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/30/2013
13-P0026963	169.39	LASCARIS RESTAURANT GROUP INC	Food and Food Service Supplies	SP		4/30/2013
13-P0026964	1,050.00	DON BOOKSTORE	Other Exp Paid for Students	SP		4/30/2013
13-P0026965	150.00	DON BOOKSTORE	Non-Instructional Supplies	SP		4/30/2013
13-P0026966	150.00	DON BOOKSTORE	Instructional Supplies	SP		4/30/2013
13-P0026967	60.00	TAB PRODUCTS CO	Non-Instructional Supplies	SP		4/30/2013
13-P0026968	310.91	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		4/30/2013
13-P0026969	350.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/30/2013
13-P0026970	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		4/30/2013
13-P0026971	2,107.30	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP		4/30/2013
13-P0026972	575.00	CASAS	Conference Expenses	SP		4/30/2013
13-P0026973	326.52	TOWN AND COUNTRY RESORTYAND CONVENTION CENT	Conference Expenses	SP		4/30/2013
13-P0026974	4,984.00	PACIFIC COACHWAYS CHARTER	Transportation - Student	SP		4/30/2013
13-P0026975	2,880.00	ROMELIA MADRIGAL	Other Participant Travel Exp	SP		4/30/2013
13-P0026976	588.60	WE DO GRAPHICS INC	Non-Instructional Supplies	SP		5/1/2013
13-P0026977	75.47	DON BOOKSTORE	Non-Instructional Supplies	SP		5/1/2013
13-P0026978	549.88	RIVERSIDE PUB COM	Instructional Supplies	SP		5/1/2013
13-P0026979	913.04	NCS PEARSON INC	Instructional Supplies	SP		5/1/2013
13-P0026980	100.00	SMART & FINAL	Non-Instructional Supplies	SP		5/1/2013
13-P0026981	5,600.00	CERTIFIED TRANSPORTATIONS	Transportation - Student	SP		5/1/2013
13-P0026982	314.69	GALE GROUP	Library Books			5/1/2013
13-P0026983	478.44	IMAGE PRINTING SOLUTIONS	Non-Instructional Supplies			5/2/2013
13-P0026984	333.98	XEROX CORP	Non-Instructional Supplies	SP		5/2/2013
13-P0026985	126.00	CONSTANT CONTACT	Internet Services	SP		5/2/2013
13-P0026986	5,000.00	CIRKS CONSTRUCTION INC	Contracted Services	SP		5/2/2013
13-P0026987	1,175.25	DELL COMPUTER	Equipment - All Other > \$1,000	SP		5/2/2013

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.15 (14)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0026988	819.36	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000	SP		5/2/2013
13-P0026989	317.06	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		5/2/2013
13-P0026990	241.44	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000			5/2/2013
13-P0026991	2,030.40	SEHI COMPUTER PRODUCTS	Equipment - All Other > \$1,000			5/2/2013
13-P0026992	527.60	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		5/2/2013
13-P0026993	116.15	TERRYBERRY	Service Pins			5/2/2013
13-P0026994	800.00	DIVERSIFIED BUSINESS SVCS	Supplies Paid for Students	SP		5/2/2013
13-P0026996	1,015.20	SEHI COMPUTER PRODUCTS	Equipment - All Other > \$1,000	SP		5/2/2013
* 13-P0026997	9,950.94	NATIONAL INSTRUMENTS CORP	Software License and Fees	SP		5/3/2013
13-P0026998	4,927.00	ORMEX DISPLAY	Contracted Services	SP		5/3/2013
13-P0026999	5,790.00	CARLSON DON	Contracted Services	SP		5/3/2013
13-P0027000	3,398.00	LINTHICUM STEVEN	Contracted Services	SP		5/3/2013
13-P0027001	2,614.00	LOCKWOOD FREDERICK	Contracted Services	SP		5/3/2013
13-P0027002	30,436.32	ACCUVANT INC	Equipment - Other Contract Svc	SP		5/3/2013
13-P0027003	1,196.00	BOSTON PARK PLAZA HOTEL	Conference Expenses	SP		5/3/2013
13-P0027004	540.00	AMERICAN COLLEGE HEALTH ASSOC	Conference Expenses	SP		5/3/2013
13-P0027005	5,600.00	VAVRINEK TRINE DAY & CO LLP	Contracted Services			5/3/2013
13-P0027006	372.77	KONE INC	Contracted Repair Services			5/3/2013
13-P0027007	610.00	WESTERN POWER SYSTEMS	Contracted Repair Services			5/3/2013
13-P0027008	154.00	TYR INC	Equipment - Other Contract Svc	SP		5/3/2013
13-P0027009	288.70	INLAND CUTTER SERVICE INC	Contracted Repair Services			5/3/2013
13-P0139300	50,000.00	SAN MATEO COUNTY COMMUNITY COLLEGE	Contracted Services	SP		4/2/2013
13-P0139301	360.00	TROPICAL PLAZA NURSERY	Landscaping			4/3/2013
13-P0139302	50,000.00	MERCED COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		4/15/2013

Grand Total: \$ 2,380,553.90

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Legend: * = Multiple Accounts for this P.O. **SP** = Special Project

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MARCH 24, 2013 THROUGH MAY 4, 2013
BOARD MEETING OF MAY 20, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0026724	\$23,817.94	Installation of Wireless Access Point (WAP) at the OC-Sheriff's Regional Training Academy	DO-ITS	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-08-70-2031C Board approved: November 17, 2008
13-P0026732	\$16,200.00	Facility (classroom) rental within the Santa Ana USD for fiscal year 2012-2013	OEC	Board approved: April 1, 2013
13-P0026740	\$28,251.45	Plan check fees and permit fees for street work, grading plans and traffic control for the Santa Ana College Perimeter Site Improvements project	DO-Facility Planning	
13-P0026749	\$251,875.00	Construction management services related to the 4-New Parking Lot/Retention Basin - Santa Ana College Renovation of Building project	DO-Facility Planning	Board approved: October 22, 2012
13-P0026750	\$26,500.00	Construction management services related to the Gymnasium Building Improvements - Santa Ana College Renovation of Building project	DO-Facility Planning	Board approved: October 22, 2012
13-P0026751	\$93,500.00	Construction management services related to the Bookstore Seismic Retrofit - Santa Ana College Renovation of Building project	DO-Facility Planning	Board approved: October 22, 2012
13-P0026752	\$93,500.00	Construction management services related to the Chavez Hall - Santa Ana College Renovation of Building project	DO-Facility Planning	Board approved: October 22, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MARCH 24, 2013 THROUGH MAY 4, 2013
BOARD MEETING OF MAY 20, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0026787	\$361,245.50	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: May 12, 2008
13-P0026798	\$15,000.00	Implementation fee for CurricUNET Meta software upgrade	DO-ITS	Board approved: April 15, 2013
13-P0026836	\$27,746.12	2013 Toyota Prius vehicle	DO-Safety & Security	Received Quotations: 1) *Toyota Place 2) Toyota of Huntington Beach 3) AutoNation *Successful Bidder
13-P0026850	\$47,953.94	Dell desktop computers and related components	DO-ITS	Purchased from the Western State Contracting Alliance (WSCA) Master Price Agreement #B27160 Board approved: November 16, 2009
13-P0026907	\$16,712.00	Internet and magazine advertisement in the Study in the USA 2014 edition	SAC-Admissions & Records	
13-P0026917	\$18,930.00	Bus passes for (118) EOPS students	SAC-EOPS	
13-P0026930	\$419,000.00	Miscellaneous Upgrades to the Santa Ana College Gymnasium	DO-Facility Planning	Bid #1189 Board approved: April 15, 2013
13-P0027002	\$30,436.32	Wireless network equipment and software support for OC-Sheriff's Regional Training Academy	DO-ITS	Received Quotations: 1) *Accuvant 2) Dell Computers *Successful Bidder

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM MARCH 24, 2013 THROUGH MAY 4, 2013
BOARD MEETING OF MAY 20, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0139300	\$50,000.00	Sub-agreement with San Mateo County CCD/Skyline College to implement the Youth Entrepreneurship Program (YEP)	DO-Educational Services	Board approved: March 11, 2013
13-P0139302	\$50,000.00	Sub-agreement with Merced CCD to implement the Youth Entrepreneurship Program (YEP)	DO-Educational Services	Board approved: March 11, 2013

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 13-22

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on May 6, 2013, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Phillip E. Yarbrough was not present at the board meeting; and

Whereas, the board has determined that Trustee Yarbrough’s absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Yarbrough shall be paid at the regular rate of compensation for the board meeting on May 6, 2013.

Dated this 20th day of May 2013.

Ayes:
Noes:
Absent:
Abstain:

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

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

**Adoption of Resolution in Support of LGBT History Month
Resolution No. 13-24**

WHEREAS, LGBT History Month is a month-long annual observance dedicated to recognizing important moments in the history of lesbian, gay, bisexual, and transgender (LGBT) individuals, and the history of gay rights;

WHEREAS, in October 1994, Missouri high-school history teacher Rodney Wilson founded LGBT History Month as a means of supporting the LGBT community by including the National Coming Out Day on October 11th and the anniversary of the first march on Washington by LGBT people on October 14th, 1979;

WHEREAS, the national focus of LGBT History Month is intended to encourage honesty and openness about being a member of the LGBT community;

WHEREAS, according to a Columbia University report that studied whether environment made a difference in gay teens overall suicide prevalence, Gay Straight Alliances, anti-bullying, and anti-discrimination policies made a significant impact. 25 percent of gay students tried to commit suicide one time as a result of negative environments. The percentage dropped to 20 percent in positive environments with the appropriate policies in place; and

WHEREAS, all school districts should aim on reducing that percentage down to zero percent by promoting the proper tools and resources to help students feel inclusive and welcome on our campuses;

THEREFORE, the Rancho Santiago Community College District Board of Trustees is grateful and cognizant of the importance of LGBT History Month as a efficient, social vehicle of informing, enlightening, and calling to action the Orange County citizens to collaborate together to promote equal protection of all Orange County students and staff regardless of sexual orientation or gender identity.

Dated this 20th day of May 2013.

Ayes:

Noes:

Absent:

Abstain:

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