

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, August 18, 2014
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 pursuits 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, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing accessible, transferable, and 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 July 21, 2014

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 Presentation - “Doing What Matters for Jobs and the Economy”

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

- Accreditation

2.2 Reports from College Presidents

- Accreditation
- 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 INSTRUCTION

- *3.1 Approval of Facility Agreement with Santa Ana United Methodist Church Action
The administration recommends approval of the facility agreement with Santa Ana United Methodist Church in Santa Ana, California.
- *3.2 Approval of New Occupational Therapy Assistant Agreement with County of Los Angeles Action
The administration recommends approval of the agreement with the County of Los Angeles in California.
- *3.3 Approval of Nursing Program Agreement with Silverado Senior Living - Newport Mesa Action
The administration recommends approval of the clinical affiliation agreement with Silverado Senior Living – Newport Mesa in Costa Mesa, California.
- *3.4 Approval of Speech–Language Pathology Assistant Agreement Renewal with La Habra City School District Action
The administration recommends approval of the agreement renewal with La Habra City School District in La Habra, California.
- *3.5 Approval of Speech-Language Pathology Assistant Agreement Renewal with Spectrum Speech and Feeding, LLC Action
The administration recommends approval of the agreement renewal with Spectrum Speech and Feeding, LLC in Newport Beach, California.

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

- *3.6 Approval of Kaplan Testing Agreement Renewal for Nursing Students Action
The administration recommends approval of the agreement renewal with Kaplan Testing in New York, New York.
- *3.7 Approval of Fire Technology Agreement Renewal with City of Burbank Action
The administration recommends approval of the agreement renewal with the City of Burbank in California.
- *3.8 Approval of Amendment #5 to CJA Agreement with County of Orange - Sheriff's Department, Coroner's Office and Probation Department Action
The administration recommends approval of amendment #5 to the CJA agreement with the County of Orange in Santa Ana, California.
- *3.9 Approval of Orange County Workforce Investment Board's Workforce Investment Act/Individual Training Account (WIA/ITA) Training Provider Services Model Contract #WIA/CW ITA-VTR 14-16-041 Action
The administration recommends approval of the Orange County Workforce Investment Board's contract #WIA/CW ITA-VTR 14-16-041 for July 1, 2014, to June 30, 2016 as presented.
- *3.10 Approval of Renewal Agreement with Sheraton Cerritos for Los Angeles/ Orange County Regional Consortia Monthly Meetings from September to December 2014 Action
The administration recommends approval of the Sheraton Cerritos contract for the Los Angeles-Orange County Regional Consortia (September, November, and December 2014) monthly meetings.
- *3.11 Approval of Amended Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Fiscal Impact Action
The administration recommends approval of the amended Master Cost Agreement for 2014-2015 as presented.
- *3.12 Approval of Consulting Agreement with Orange Unified School District Action
The administration recommends approval of the consulting agreement with Orange Unified School District (OUSD) to authorize SCC Orange Education Center to provide noncredit classes at OUSD facilities for the period of August 25, 2014, through June 5, 2015, as presented.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

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

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

- *4.2 Approval of Public Hearing for 2014-2015 Proposed Adopted Budget Action
The administration recommends the board hold a public hearing on the 2014-2015 proposed Adopted Budget at the September 8, 2014, board meeting.
- 4.3 Approval of the 2014-2015 Proposed Adopted Budget Assumptions Action
The administration recommends approval of the updated Adopted Budget Assumptions for the 2014-2015 fiscal year as presented.
- *4.4 Approval of the Quarterly Financial Status Report (CCFS-311Q) for Period Ended June 30, 2014 Action
The administration recommends approval of the CCFS-311Q for the period ending June 30, 2014, as presented.
- 4.5 Quarterly Investment Report as of June 30, 2014 Information
The quarterly investment report as of June 30, 2014 is presented as information.
- *4.6 Approval of Agreement with Capital Program Management (CPM) for Facility Design Standard Consulting Services throughout the District Action
The administration recommends approval of the agreement with CPM for facility design standard consulting services throughout the district as presented.
- *4.7 Approval of Agreement with Facilities Planning & Consulting Services for FUSION Consulting Services Action
The administration recommends approval of the consulting services agreement with Facilities Planning and Consulting Services for FUSION Consulting Services as presented.
- *4.8 Approval of Agreement with Freight Tech Security Specialists for Door Hardware Key System Consulting Services at Santa Ana College (SAC) Action
The administration recommends approval of the agreement with Freight Tech Security Specialists for door hardware key system consulting services at SAC as presented.
- *4.9 Approval of Amendment to Agreement with HMC Architects for Architectural/Engineering Services for Dunlap Hall at Santa Ana College Action
The administration recommends approval of the amendment to the agreement with HMC Architects for architectural/engineering services at SAC as presented.

- *4.10 Approval of Change Order #1 for Agreement with Sun Industries for Energy Conservation Services for LED Conversion Project at Santa Ana College Action
The administration recommends approval of change order #1 for the agreement with Sun Industries for energy conservation services for the LED conversion project at SAC as presented.
- *4.11 Approval of Notice of Completion for Bid #1235 for Artesia Street Improvements at Santa Ana College Action
The administration recommends approval of the notice of completion with All American Asphalt for the Artesia Street improvements at SAC as presented.
- *4.12 Ratification of Award for Bid #1239 for Roofing Replacement Project at Hammond Hall at Santa Ana College Action
The administration recommends ratification of the award of Bid #1239 to C.I. Services, Inc. as presented.
- *4.13 Approval of Amendment with WLC Architects, Inc. for Architectural and Engineering Consulting Services for Building D Renovations at Santiago Canyon College (SCC) Action
The administration recommends approval of the amendment with WLC Architects for the Building D renovations at SCC as presented.
- *4.14 Approval of Change Order #1 to Agreement with Southland Industries for Energy Conservation Services for Retro-Commissioning of Science Building at Santiago Canyon College Action
The administration recommends approval of change order #1 for the agreement with Southland Industries for energy conservation services for retro-commissioning of the Science Building at SCC as presented.
- *4.15 Approval of Change Order #1 for Bid #1220 for Contract with West Coast Netting, Inc. for Field Netting Project at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1220 for the contract with West Coast Netting, Inc. for the field netting project at SCC as presented.
- *4.16 Approval of Notice of Completion for Bid #1220 for Contract with West Coast Netting, Inc. for Field Netting Project at Santiago Canyon College Action
The administration recommends approval of notice of completion with West Coast Netting, Inc. for the field netting project at Santiago Canyon College as presented.

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

- *4.17 Approval of Agreement with Ninyo & Moore for Geohazard, Geotechnical, and Material Testing and Inspection Services at Orange Education Center (OEC) Action
The administration recommends approval of the agreement with Ninyo & Moore for geohazard, geotechnical, and material testing and inspection services at OEC as presented.
- *4.18 Approval of Agreement with Margolis Healy & Associates, LLC – Clery Act and Title IX Compliance Assessment Action
The administration recommends approval of the agreement with Margolis Healy & Associates, LLC to assess Rancho Santiago Community College District’s compliance with the Clery Act and Title IX as presented.
- *4.19 Approval of Contract with Phoenix Group to Provide Appeal Hearings for Citation Disputes Action
The administration recommends approval of the contract for parking citation collections, management services, and the additional service of conducting personal hearings with the Phoenix Group as presented.
- *4.20 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period June 30, 2014, through July 30, 2014.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the Vice Chancellor of Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | |
|---|-----------|
| - Early Head Start – Year 2 (District) - <i>Augmentation</i> | \$114,413 |
| - Information Communications Technology (ICT)/Digital Media Sector Navigator (District) - <i>Augmentation</i> | \$250,000 |
- *5.2 Approval of Service Contract Agreement between Rancho Santiago Community College District (RSCCD) and Listen to See, Inc. for Sector Navigator ICT/Digital Media Grant Action
The administration recommends approval of the service contract agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- 5.3 Appointment of RSCCD Community Representative to the Orange County Community Colleges Legislative Task Force (OCCCLTF) Action
The administration recommends appointment of Max Madrid to serve as the RSCCD community representative on the Orange County Community Colleges Legislative Task Force for 2014-2015.

- 5.4 Approval of Extension of Ad Hoc Board Safety & Security Committee Action
The administration recommends an extension of the formation of an Ad Hoc Safety & Security Committee of the Board of Trustees through June 30, 2015.
- 5.5 Reports from Board Committees Information
• Board Facilities Committee
- 5.6 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
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Dean
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Arthur Blaser v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2014-00717516-CU-CR-CJC
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.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Interim to Permanent Positions
- Approval of Step Increases
- Approval of FARSCCD Contracts and/or Overload Stipends
- Approval of Adjusted FARSCCD Athletic Coaching Assignments/Stipends
- Approval of Hiring of Temporary Long-term Substitutes per E.C. 87481 and 87482
- Approval of Final Salary Placements
- Approval of 2014-2015 FARSCCD Contract Step Increases
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Part-time Stipends
- Approval of Adjust Part-time/Hourly FARSCCD Rates due to Column Changes
- Approval of Part-time Hourly New Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Internship Services

6.2 Classified Personnel

Action

- Approval of Miscellaneous Pay Schedules
- Approval of New Appointments
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly Ongoing Assignments
- Approval of Changes of Assignment
- Approval of Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Presentation of Child Development Centers – CSEA Chapter 888 Initial Bargaining Proposal to Rancho Santiago Community College District Action

It is recommended that the board receive and file the Child Development Centers – CSEA Chapter 888 initial bargaining proposal to the district and schedule a public hearing for September 8, 2014.

6.4 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Centers – CSEA Chapter 888 Action

It is recommended that the board receive and file the district's initial bargaining proposal to the Child Development Centers – CSEA Chapter 888 and schedule a public hearing for September 8, 2014.

7.0 **ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on September 8, 2014.

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

Board of Trustees (Regular meeting)

Monday, July 21, 2014

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:33 p.m. by Mr. Jose Solorio. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Larry Labrado, Ms. Nelida Mendoza Yanez, and Mr. Phillip Yarbrough. Ms. Alana Voechting arrived at the time noted.

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. Larry Labrado, Vice President, Rancho Santiago Community College District (RSCCD) Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Ms. Alvarez and seconded by Mr. Hanna to consider Item 5.10 (Naming of Santiago Canyon College [SCC] Library) after Item 1.4 (Public Comments), and to approve a revised page and addendum for Item 6.1 (Management/Academic), an addendum for Item 6.2 (Classified Personnel), and a revised page for Item 6.4 (Board Travel/Conferences). The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

1.4 Public Comment

Ms. Beatriz Ignacio and Mr. Gabriel Martinez spoke regarding the lease of the Centennial Education Center and hours for adjunct faculty.

Ms. Voechting arrived at this time.

5.10 Approval of Naming of Santiago Canyon College Library

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the naming of the Santiago Canyon College Library as the Lorenzo A. Ramirez Library.

Public Comments: Mr. Jared Garcia, Mr. Sam Rodriguez, Ms. Diane Singer, and Ms. Phyllis Zepeda spoke in support of naming the SCC library in honor of Mr. Lorenzo A. Ramirez.

Each board member expressed their appreciation for Mr. Lorenzo A. Ramirez and spoke in favor of naming the SCC library in honor of Mr. Ramirez. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Voechting's advisory vote was aye.

1.5 Approval of Minutes

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the minutes of the meeting held June 9, 2014, and the special meeting held June 30, 2014. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Voechting's advisory vote was aye.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez 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 4.23 (Purchase Orders), removed by Mr. Solorio. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Voechting's advisory vote was aye.

3.1 Approval of Clinical Affiliation Agreement for Athletic Training - Chapman University

The board approved the affiliation agreement with Chapman University in Orange, California.

3.2 Approval of OTA Agreement Renewal – Garfield Medical Center

The board approved the agreement with Garfield Medical Center in Monterey Park, California.

3.3 Approval of OTA Agreement Renewal – Casa Colina Hospital

The board approved the agreement with Casa Colina Hospital in Pomona, California.

1.6 Approval of Consent Calendar – (cont.)

3.4 Approval of New Speech-Language Pathology Assistant Agreement – Rancho Physical Therapy

The board approved the agreement with Rancho Physical Therapy in Murrieta, California.

3.5 Approval of New Speech-Language Pathology Assistant Agreement Renewal – Irvine Unified School District

The board approved the agreement with Irvine Unified School District in Irvine, California.

3.6 Approval of Amendment #1 to Criminal Justice Academy Agreement - County of Orange

The board approved the amendment to the agreement with the County of Orange in Santa Ana, California.

3.7 Approval of Acceptance of Donation of Steinway Grand Piano

The board approved accepting the donation of the Steinway Grand Piano as presented.

3.8 Approval of Santa Ana College (SAC) Community Services Program for Fall 2014

The board approved the proposed Community Services program for Fall 2014.

3.9 Approval of Santiago Canyon College (SCC) Community Services Program for Fall 2014

The board approved the proposed Community Services program for Fall 2014.

3.10 Approval of Metropolitan Water District of Southern California Master Cost Agreement

The board approved the Master Cost Agreement with Metropolitan Water District of Southern California for 2014-2015 as presented.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers during the month of May 2014.

4.3 Adoption of Resolution No. 14-22 – Fiscal Accountability

The board adopted Resolution No. 14-22 – Fiscal Accountability and submission of the application to the Orange County Department of Education.

1.6 Approval of Consent Calendar – (cont.)

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

The board authorized the Vice Chancellor of Business Operations/Fiscal Services or his designee to renew the proposed agreement between Rancho Santiago Community College District and Atkinson, Andelson, Loya, Ruud & Romo for the period of July 1, 2014, through June 30, 2015, as presented.

4.5 Approval of Agreement with Nixon Peabody LLP – Bond Counsel for Measure Q

The board approved the legal services agreement with Nixon Peabody LLP to provide bond counsel services for Measure Q as presented.

4.6 Approval to Renew Independent Audit Contract – Vavrinek, Trine, Day & Co. LLP

The board approved the contract renewal with Vavrinek, Trine, Day & Co., LLP for auditing services for the 2013-2014 fiscal year audit and authorized the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.

4.7 Approval of Lease Agreement with IMPACT Magazine

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

4.8 Approval of Lease Agreement with Upward Synergy

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

4.10 Approval of Amendment No. 1 to Agreement with R2A Architecture for Architectural Programming Services for Orange Education Center (OEC)

The board approved Amendment No. 1 to the agreement with R2A Architecture for architectural programming services for OEC as presented.

4.11 Approval of Agreement with BKF Engineers for Parking Lot Resurfacing at District Operations Center

The board approved the agreement with BKF Engineers for the parking lot resurfacing at the District Operations Center as presented.

4.12 Approval of Change Order #1 for Bid #1226 – Contract with NCM Demolition and Remediation, LP for Demolition and Removal Services of 17th and Bristol Street Project at Santa Ana College

The board approved change order #1 for Bid #1226 – Contract with NCM Demolition and Remediation, LP for demolition and removal services of the 17th and Bristol Street Project at SAC as presented.

1.6 Approval of Consent Calendar – (cont.)

4.13 Approval of Notice of Completion for Bid #1226 – Contract with NCM Demolition and Remediation, LP for Demolition and Removal Services of 17th and Bristol Street Project at Santa Ana College

The board approved the Notice of Completion with NCM Demolition and Remediation, LP for the demolition and removal services of the 17th and Bristol Street project at SAC as presented.

4.14 Ratification of Amendment No. 1 to Agreement with Koury Geotechnical Services, Inc. for Geotechnical Engineering Consulting Services for Central Plant Project at Santa Ana College

The board ratified the amendment to the agreement with Koury Geotechnical Services, Inc. for geotechnical engineering consulting services for the Central Plant project at SAC as presented.

4.15 Ratification of Award for Bid #1235 for Artesia Street Improvements at Santa Ana College

The board ratified the award for Bid #1235 to All American Asphalt as presented.

4.16 Rejection of all Bids for Bid #1234 – Football Field Reconditioning at Santa Ana College

The board rejected all bids for Bid #1234 – Football Field Reconditioning at SAC as presented.

4.17 Ratification of Award for Bid #1238 for Football Field Turf Replacement at Santa Ana College

The board ratified the award of Bid #1238 to So Cal Land Maintenance, Inc. as presented.

4.18 Approval of Amendment No. 1 to Agreement with LPA, Inc. for Construction Administration Services for Sports Field Netting Project at Santiago Canyon College

The board approved the amendment to the agreement with LPA, Inc. for construction administration services for the sports field netting project at SCC as presented.

4.19 Ratification of Award for Bid #1228 for Repair of Emergency Generator for Building “D” at Santiago Canyon College

The board ratified the award of Bid #1228 to Coast Electric as presented.

4.20 Ratification of Award for Bid #1229 – Building “D” Actuator Repairs at Santiago Canyon College

The board ratified the award of Bid #1229 to PMK Professional, Inc. as presented.

1.6 Approval of Consent Calendar – (cont.)

4.21 Approval of Rancho Santiago Community College District Strategic Technology Plan for 2014-2016

The board approved the RSCCD 2014-2016 Strategic Technology Plan as presented.

4.22 Approval of Surplus Cafeteria Equipment and Fixtures at Santa Ana College

The board declared the equipment and fixtures as surplus property and approved utilizing The Liquidation Company to conduct an auction as presented.

5.1 Approval of Resource Development Items

The board approved budgets, accepted grants, and authorized the Vice Chancellor of Business/Fiscal Services or his designee to enter into related contractual agreements on behalf of the district for the following:

- Basic Skills Initiative (SAC) - <i>Augmentation</i>	\$ 204,053
- Basic Skills Initiative (SCC) - <i>Adjustment</i>	-\$ 14,072
- SBA/CSUF – SBDC (District)	\$ 46,088
- Assessment, Remediation & Retention for Associate Degree Nursing Program – (SAC)	\$ 91,200
- California Career Pathways Trust – Orange County Pathways Partnership (CCPT-OCPP) – (SAC) – Year 1	\$ 204,500
- California Career Pathways Trust – Orange County Teacher Pathway Partnership (OC TPP) – (SCC)	\$6,000,000
- Career and Technical Education Act (CTEA) Title I-C - (District/SAC/SCC)	\$1,477,060
- Enrollment Growth for Associate Degree Nursing Program - (SAC)	\$ 101,087
- Math, Engineering and Science Achievement (MESA) Program – (SAC)	\$ 50,500
- Saint Joseph Hospital Clinical Training Grant – (SAC)	\$ 123,691
- Santa Ana Middle College High School – (SAC)	\$ 99,000
- Song-Brown Health Care Workforce Training Act - Registered Nurse Education: Capitation ADN Funding – (SAC)	\$ 180,000
- Song Brown Health Care Workforce Training Act – Registered Nurse Education: Special Program – (SAC)	\$ 115,000
- Student Mental Health Program – (SCC)	\$ 33,500
- Youth Empowerment Strategies for Success – Independent Living Program (YESS – ILP) – (SAC)	\$ 22,500

5.2 Approval of Sub-Agreement between RSCCD and Garden Grove Unified School District for AB 86 Adult Education Consortium Planning Grant

The board approved the sub-agreement and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

1.6 Approval of Consent Calendar – (cont.)

5.3 Adoption of Resolution No. 14-20 – California Department of Education (CSPP-4327)

The board adopted Resolution No. 14-20 with the California Department of Education and authorized the chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.4 Adoption of Resolution No. 14-21 – California Department of Education (CCTR-4162)

The board adopted Resolution No. 14-21 with the California Department of Education and authorized the chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.5 Adoption of Resolution No. 14-23 – Office of Statewide Health Planning and Development/Song-Brown Program for Registered Nurse Education Capitation Grant (#14-5358)

The board adopted Resolution No. 14-23 with the Office of Statewide Health Planning and Development and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.6 Adoption of Resolution No. 14-24 – Office of Statewide Health Planning and Development/Song-Brown Program for Registered Nurse Education Special Program Grant (#14-5359)

The board adopted Resolution No. 14-24 with the Office of Statewide Health Planning and Development and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into a related contractual agreement on behalf of the district.

5.7 Adoption of Revised Board Policies

The board adopted revisions to the following policies:

- BP 2105 Election of Student Member
- BP 2210 Officers
- BP 2315 Closed Sessions
- BP 2330 Quorum and Voting
- BP 2715 Code of Ethics/Standards of Practice
- BP 2746 Board of Trustees ~~Annual Evaluation~~ Assessment of District Goals and Strategic Objectives
- BP 3224 Auxiliary Services – Student Business Office (delete)
- BP 3225 Auxiliary Services – Special Services (delete)
- BP 3410 Nondiscrimination
- BP 3430 Prohibition of Harassment
- BP 4010 Academic Calendar –~~BP6114~~
- BP 4020 Program, Curriculum, and Course Development –~~BP6117~~
- BP 6001 Instruction General Policy Statement (delete)

1.6 Approval of Consent Calendar – (cont.)

5.7 Adoption of Revised Board Policies – (cont.)

- BP 6123 Curriculum Design (delete)
- BP 6124 Experimental/Innovative Programs (delete)
- BP 6131 Evaluation of the Instructional Program (delete)
- BP 6134 Program Discontinuance (delete)
- BP 4025 Philosophy and Criteria for Associate Degree and General Education (new)
- ~~BP 4030 Personnel—Faculty Academic Freedom —BP4201~~
- BP 4040 Library Services (new)
- BP 4050 Articulation (new)
- ~~BP 4060 High School Graduation~~ Delineation of Functions Agreements – ~~BP 6122~~
- BP 4100 Graduation Requirements for Degrees and Certificates –~~BP6119~~
- BP 4106 Nursing Programs (new)
- BP 4110 Honorary Degrees (new)
- BP 4220 Standards of Scholarship (new)
- BP 4225 Course Repetition (new)
- BP 4226 Multiple and Overlapping Enrollments (new)
- BP 4230 Grading and Academic Record Symbols –~~BP6120~~
- BP 4231 Grade Changes (new)
- ~~BP 4235 Credit by Examination —BP6121~~
- BP 4240 Academic Renewal (new)
- BP 4250 Probation, Dismissal and Readmission –~~BP5010~~
- ~~BP 4260 Course Prerequisites, and Corequisites, and Advisories —BP6133~~
- BP 4300 Field Trips and Excursions (new)
- ~~BO 4400 Community Services Programs Activities —BP1350~~
- ~~BP 4410 Educational Research —BP6125~~
- BP 6115 Ceremonies and Observances (delete)
- BP 6116 Guest Speakers (delete)
- BP 6118 Instructional Divisions (delete)
- BP 6128 Publications (delete)
- BP 6129 Minimum Class Size (delete)
- ~~BP 5010 Admissions and Concurrent Enrollment Requirements —BP5001~~
- BP 5002 Career Advanced Placement Students (delete)
- BP 5005 Admission/Continuing Education (delete)
- ~~BP 5015 Residency Residence Determination —BP5006~~
- BP 5008 Interdistrict Attendance (delete)
- ~~BP 5020 Nonresident Tuition —BP5007~~
- ~~BP 5030 Fees —BP5011~~
- ~~BP 5035 Withholding of Student Records —BP5555~~
- BP 5040 Student Confidentiality, Disclosure and Review Records, Directory Information, and Privacy –~~BP5117~~
- ~~BP 5049 Military Withdrawals —BP5121~~

1.6 Approval of Consent Calendar – (cont.)

5.7 Adoption of Revised Board Policies – (cont.)

- BP 5050 Matriculation Student Success and Support Program –~~BP5460~~
- BP 5052 Open Enrollment –~~BP5009~~
- BP 6132 Open Courses (delete)
- BP 5110 Counseling –~~BP5451~~
- BP 5120 Transfer Center (new)
- BP 5130 Financial Aid
- BP 5140 Disabled Students Programs and Services (new)
- BP 5150 Extended Opportunity Programs and Services (new)
- BP 5200 Student Health Services –~~BP5510~~
- BP 5205 Student Accident Insurance (new)
- BP 5210 AIDS Policy Statement Communicable Disease –~~BP5511~~
- BP 5300 Student Equity Affirmative Action Plan –~~BP5200~~
- BP 5400 Associated Students Organization –~~BP5411~~
- BP 5410 Associated Students Elections (new)
- BP 5420 Associated Students Finance Auxiliary Services Student Business Office –~~BP3224~~
- BP 3225 Auxiliary Services/Special Services (delete)
- BP 5450 Management of Funds (delete)
- BP 5421 Activities and Excursions Social Events: Meetings –~~BP5440~~
- BP 5500 Standards of Student Conduct –~~BP5201~~
- BP 5510 Off-Campus Student Organizations –~~BP5410~~
- BP 5570 Student Credit Card Solicitations –~~BP5125~~
- BP 5700 Athletics –~~BP6127~~
- BP 5800 Prevention of Identity Theft in Student Financial Transactions –
BP5012
- BP 5003 Foreign Students (delete)
- BP 5004 Apprentices (delete)
- BP 5120 Withdrawals, Drops and Absences (delete)
- BP 5400 Student Activities/Clubs (delete)
- BP 5514 Placement Services (delete)
- BP 5551 Grievance Procedure (delete)
- BP 5552 Police Questioning and Apprehension (delete)
- BP 5553 Student Production of Goods and Services (delete)
- BP 6200 Budget Preparation
- BP 6250 Budget Management
- BP 6305 Fiscal Accountability

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

The board authorized the chancellor to renew the agreement with Liebert Cassidy Whitmore for the 2014-2015 fiscal year.

1.6 Approval of Consent Calendar – (cont.)

- 5.9 Approval of Extension of Consulting Services – Townsend Public Affairs, Inc.
The board approved the Supplement to Contract for Consulting Services (#4) with Townsend Public Affairs, Inc. as presented.

1.7 Presentation on Rancho Santiago Community College District (RSCCD) Public Safety Task Force Report

Mr. Alistair Winter, RSCCD Interim Director of Safety & Security, and Mr. Paul Walters, Consultant, and retired Chief of the Santa Ana Police Department, gave an informational presentation on the Public Safety Task Force Report. Board members received clarification on items related to the report. Ms. Alvarez asked that an action item be placed on the next board agenda as a follow-up to the report.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

Dr. Raúl Rodríguez, Chancellor, thanked Mr. Vázquez for his 12 years of service and extended well wishes to him on his upcoming retirement.

2.2 Reports from College Presidents

The following college representatives provided reports to the board.

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

Dr. Martinez and Mr. Vázquez reported that staff is almost complete in editing the self-evaluation report before sending it to the Accrediting Commission for Community and Junior Colleges. Both presidents reported the colleges received the list of visiting team members today.

Mr. Vázquez thanked the board, students, and staff for their support over the years he has served as president at Santiago Canyon College.

2.3 Report from Student Trustee

Ms. Alana Voechting, Student Trustee, provided a report to the board.

2.4 Reports from Student Presidents

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

Ms. Raquel Manriquez, Student President, Santa Ana College
Mr. Hector Soberano, Student President, Santiago Canyon College

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Mr. Craig Rutan, Academic Senate Curriculum Chair, Santiago Canyon College

Mr. John Zarske, Academic Senate President, Santa Ana College

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, and 4.10 through 4.22 were approved as part of Item 1.6 (Consent Calendar).

4.9 Discussion of 2014-2015 Proposed Adopted Budget Assumptions

The board discussed the proposed adopted budget assumptions for the 2014-2015 fiscal year.

4.23 Approval of Purchase Orders

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the purchase order listing for the period May 25, 2014, through June 29, 2014. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Yarbrough, and a vote of abstention from Mr. Solorio due to his lease with AlvaradoSmith. Student Trustee Voechting's advisory vote was aye.

5.0 GENERAL

Items 5.1 through 5.9 were approved as part of Item 1.6 (Consent Calendar). Item 5.10 (Naming of SCC Library) was considered after Item 1.4 (Public Comments).

5.11 Appointment of RSCCD Community Representative (2014-2015) to Orange County Community Colleges Legislative Task Force (OCCCLTF)

It was moved by Mr. Hanna and seconded by Ms. Barrios to appoint the 2013-2014 community representative, Mr. George Urch, to continue to serve as a community representative on the 2014-2015 task force until another representative is selected.

5.12 Reports from Board Committees

Mr. Labrado provided a report on the July 17, 2014, Board Facilities Committee meeting.

5.13 Board Member Comments

Ms. Voechting expressed an interest in serving on a board committee relating to the RSCCD Public Safety Task Force Report.

Ms. Alvarez extended an invitation to board members to serve on a board committee relating to the RSCCD Public Safety Task Force Report.

Ms. Mendoza Yanez asked staff to express appreciation for veteran students on the website, etc., especially when the new SAC Veterans' Center is completed.

Mr. Hanna expressed appreciation to the board members for their unanimous vote in naming the SCC library in honor of Lorenzo A. Ramirez. He indicated the action taken by the board at this meeting will be remembered in the history of the district.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:20 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) Interim Dean
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
4. Liability Claim (pursuant to Government Code Section 54956.95)
Rejection of Claim – File #14-17033 JT

RECONVENE

The board reconvened at 8:19 p.m.

Closed Session Report

Ms. Alvarez reported the board discussed public employment, contract negotiations, a liability claim, and no reportable action was taken during closed session.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the following action on the management/academic personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Voechting's advisory vote was aye.

- Approve New Job Descriptions
- Approve Revised Job Descriptions
- Approve Interim Assignments
- Approve Interim Assignments/Employment of Retired STRS Members
- Approve Extensions of Interim Assignments
- Approve End of Assignments
- Ratify Resignations/Retirements
- Approve 2014-2015 Athletic Stipends
- Approve 2014-2015 Coordinator Stipends
- Approve 2014-2015 Contract Extension Days
- Approve Appointments
- Approve Part-time Hourly New Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Interns

6.2 Classified Personnel

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the following action on the classified personnel docket. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Voechting's advisory vote was aye.

- Approve Revised Job Descriptions and Changes in Grade
- Approve Temporary to Contract Assignments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Salary Placements
- Approve Voluntary Furloughs
- Approve Leaves of Absence
- Ratify Resignations/Retirements

6.2 Classified Personnel – (cont.)

- Approve New Appointments
- Approve Temporary to Hourly On Going Assignments
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

6.3 Rejection of Claim

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to authorize the chancellor or his designee to reject claim #14-17033 JT. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Voechting's advisory vote was aye.

6.4 Authorization for Board Travel/Conferences

It was moved by Mr. Yarbrough and seconded by Ms. Alvarez to approve the submitted conference and travel by a board member. The motion carried with the following vote: Aye – Ms. Alvarez, Ms. Barrios, Mr. Hanna, Mr. Labrado, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough. Student Trustee Voechting's advisory vote was aye.

7.0 **ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on August 18, 2014.

There being no further business, Mr. Solorio declared this meeting adjourned at 8:20 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: August 18, 2014

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

To: Board of Trustees	Date: August 18, 2014
Re: Approval of Facility Agreement with Santa Ana United Methodist Church	
Action: Request for Approval	

BACKGROUND

Santa Ana United Methodist Church is a nonprofit organization which provides a variety of services to the community in the city of Santa Ana.

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to continue a partnership with Santa Ana United Methodist Church to offer English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes at their facility located at 609 N. Spurgeon Street, Santa Ana, California 92701. This Facility Agreement has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Facility Agreement on behalf of Santa Ana College School of Continuing Education with Santa Ana United Methodist Church in Santa Ana, California.

Fiscal Impact:	\$3.50/Instructional hour up to 2,000 hours/Fiscal Year	Board Date: August 18, 2014
Prepared by:	James Kennedy, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

FACILITY AGREEMENT

THIS FACILITY AGREEMENT (hereinafter "Agreement") is entered into between **Rancho Santiago Community College District** on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and **Santa Ana United Methodist Church**.

BASIS AND PURPOSE OF AGREEMENT

WHEREAS, the College provides adult education classes that improve language and workforce skills, increase civic involvement, and promote lifelong learning.

WHEREAS, Santa Ana United Methodist Church has suitable facilities and classroom space available to accommodate these classes for the College.

NOW, THEREFORE, the District and Santa Ana United Methodist Church do covenant and agree as follows:

1. **Description of Services.** Santa Ana United Methodist Church shall provide the facilities and classroom space suitable to hold the number of adult education classes as mutually agreed to by Santa Ana United Methodist Church and the College. The College will hire instructors according to its existing policies and procedures to teach the following classes at these facilities:
 - English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes.
 - The College will evaluate the instructors at regular intervals and add additional classes as needed.
 - The College will keep an accurate account of all class hours.
2. **Compensation.** Santa Ana United Methodist Church shall be compensated by College at the rate of \$3.50 per class hour for a maximum of 2,000 hours per fiscal year.
3. **Payment.** Payment of fees as outlined in this Agreement shall be payable by College upon receipt of Santa Ana United Methodist Church invoice.
4. **Term.** This Agreement shall be effective as of the date signed by District, and shall continue in effect for five years, unless terminated earlier at will or without cause by 30 days written notice of either party.

5. **Insurance.** Each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate. Proof of insurance coverage shall be furnished to either party upon written request.
6. **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.
7. **Entire Agreement.** This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.
8. **Notices.** Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.
9. **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Signature:

Date:

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

SANTA ANA UNITED METHODIST CHURCH

Signature:

Date:

Terry Price
Chairman Board of Trustees
Santa Ana United Methodist Church
609 N. Spurgeon Street
Santa Ana, CA 92701
(714) 542-2219 or (714) 542-2322

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of New OTA Agreement – County of Los Angeles	
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 June 30, 2015 and shall thereafter be automatically renewed without further action by the parties hereto unless the desire of either party to terminate this Agreement for any reason is given at least thirty (30) days prior written notice to the other 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 Los Angeles in Los Angeles, California

Fiscal Impact:	None	Board Date: August 18, 2014
Prepared by:	Michael T. Collins, Ed.D., Vice President of Administrative Services 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	

**COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
AFFILIATION AGREEMENT
WITH**

Rancho Santiago Community College District on behalf of Santa Ana College

Advanced:
Discipline

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Attachments

Exhibit A – Advanced Level Training Program (Clinical Training Experience)

Contract No. _____

AFFILIATION AGREEMENT

(Advanced Level Training Program
Clinical Training Experience)

THIS AGREEMENT is made and entered into this _____ 19th _____ day of
August, 2014,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

Rancho Santiago Community College
District on behalf of Santa Ana College
(hereafter "AFFILIATE")

WHEREAS, pursuant to the provisions of Section 1441 of the California Health and Safety Code, County has established and operated, through its Department of Health Services (DHS), a network of County Hospitals, Multi-Service Ambulatory Care Centers, Comprehensive Health Centers, Health Care Centers and Health Services Programs (collectively, hereafter "DHS Facility" or "DHS Facilities"), as appropriate, and

WHEREAS, County and Affiliate have found it to be in the public interest that County authorize an affiliation for training programs in clinical field work experience, for externship, rotation, practicum, or other clinical training experience (all hereafter "clinical training experience") for Affiliate's advanced level student(s) [hereafter "Advanced Student(s)"] as a portion of the institution/professional school's curriculum and a State licensing requirement.

WHEREAS the academic institution/professional school (hereafter, "Affiliate") desires an affiliation with County so that a "preceptor" may work with their advanced student(s) in a clinical training experience at DHS facilities; and

WHEREAS, "preceptor" is defined as County staff who volunteer to act as a mentor to the advanced student(s) who will be performing educational work requirements alongside the preceptor in the performance of the County staff's normal duties.

WHEREAS, Affiliate will be responsible for designating the Advanced Student(s) qualifying for the clinical training experience at DHS Facilities; and

WHEREAS, the clinical training experience is an integral part of the professional academic curriculums of the Affiliate's advanced training disciplines including but not limited to nursing leadership or administrative preceptors, advance practice nursing student (e.g., nurse practitioner, clinical nurse specialist, nurse mid-wife and registered nurse anesthetist who are already licensed as a Registered Nurse by the State of California), physician assistant, physical therapy, occupational therapy, recreation therapy, speech and audiology therapy, radiological technology, social work, and clinical psychology; and

WHEREAS, the County and Affiliate mutually agree to extend the clinical training experience at DHS facilities to certain undergraduate students in the disciplines of physical therapy assistant , occupational therapy assistant and respiratory therapy.

The parties understand and agree the disciplines above do not require an Affiliate instructor to accompany the student(s) for the required clinical training experience

consistent with the California Business and Professions Code, under sections 2570.6, 2655.9, and 3742.

NOW, THEREFORE, the parties hereto agree as follows:

1. TERM: This Agreement and any exhibit(s) or attachment(s) shall be effective on the first date hereinabove written and shall thereafter continue in full force and effect through June 30. This Agreement shall thereafter be automatically renewed without further action by the parties hereto unless the desire of either party to terminate this Agreement for any reason is given at least thirty (30) days prior written notice to the other party.

2. TERMINATION OF AGREEMENT: This Agreement may be terminated by the Director of Health Services (hereafter "Director") or his/her designee, immediately upon giving written notice to Affiliate due to the Affiliate's non-compliance with this Agreement, or notice that the County health program providing the applicable clinical experiences has been or is to be discontinued, or has been or is to be so reduced or altered, that provision of such clinical experience will be impractical.

In any event, the Director, on behalf of the County, may terminate this Agreement with or without cause by the giving of at least thirty (30) days prior written notice thereof to the Affiliate.

3. SCOPE OF TRAINING: This Agreement contemplates and authorizes the training program(s) as described in Exhibit(s) ___ attached hereto and incorporated herein by reference, for the clinical training experience requirement under the supervision and instruction of an approved County Preceptor, and part of the Affiliate's degree requirement.

4. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Affiliate or County, to each other, or by County to any student or to any instructor participating in the training program hereunder.

5. STUDENT SELECTION AND TERMINATION: Affiliate shall select the participating students from Affiliate's student body subject to approval of the Director. Affiliate or Director may discontinue the assignment of any student in the training program at any time.

6. MEDICAL HEALTH SCREENING: Affiliate shall ensure that all of its instructors, students, and any other persons Affiliate has providing services or entering a DHS Facility, under this Agreement at the time of participation hereunder, have undergone and successfully passed a current physical health examination.

Such physical health examination shall be required at least once a year. All physical health examinations shall be performed at no cost to the County and by a person lawfully authorized to perform such an examination, consistent with current DHS policy and Attachment I, Medical Health Screening.

7. EMERGENCY HEALTH CARE: DHS facilities, to which the Affiliate's Advanced Students are assigned, will provide emergency health care to the students as required while in the facility, to the extent staff and equipment are available to provide such care. DHS facilities will not be required to furnish any instructor or student with non-emergency medical care for an illness or injury.

8. SCHEDULING: The number of Advanced Students and the times during which they will receive training at DHS' facilities designated in the exhibit shall be mutually agreed upon by Director and the designee of the Affiliate's governing body. A

County preceptor shall only mentor a maximum of two advanced students or lesser number of advanced students as permitted by law.

9. SUPERVISION AND INSTRUCTION: County preceptors in the performance of his or her normal County duties shall supervise and instruct Affiliate's Advanced Student(s) while they participate in the assigned clinical training experience. Advanced Students shall be subject to the rules and regulations of the DHS facility to which they are assigned. Among other things, Director shall provide or direct Affiliate to a copy of the Health Services' Risk Management Employee Handbook. Affiliate and students shall comply with this handbook's provisions.

10. RESTRICTION AND TERMINATION OF STUDENT INSTRUCTION:

A. County may place upon Affiliate's Advanced Student(s) restrictions such as suspension from training program, requirement of supervision by an Affiliate instructor, limitation of clinical activities, etc. on the assigned clinical training experience by giving written notice of such restriction in writing to the Affiliate within ten (10) days after the imposed restriction(s).

B. County may immediately terminate the training of an Affiliate's Advance Student(s) in the clinical training experience. Written notice of the termination and the reason for such termination shall be sent to the Affiliate within ten (10) days after the date of termination.

11. NON-DISCRIMINATION IN EMPLOYMENT AND SERVICES: Neither party shall employ discriminatory practices in its performance hereunder, including its employment practices, on the basis of race, color, religion, creed, national origin, ancestry, sex, sexual orientation, age, physical or mental disability, medical condition,

marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

12. NON-DISCRIMINATION IN STUDENT SELECTION: The parties agree to take positive and affirmative action to make training available to students who are members of minority groups which are under-represented in the profession or occupation for which training hereunder is being provided. Nothing herein is intended to conflict with qualifications and academic requisites established by State laws and regulations for the professions or occupations to be ultimately undertaken by students participating in this program.

13. UNLAWFUL SOLICITATION: Affiliate shall inform those students, instructors, and administrative staff involved in this training program of the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by program participants. Affiliate agrees to utilize the attorney referral service of all those bar associations within Los Angeles County that have such a service.

14. INDEMNIFICATION: Affiliate shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Affiliate's acts and omissions

arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees..

County shall indemnify, defend, and hold harmless Affiliate, its employees, agents and volunteers ("Affiliate Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Affiliate's acts and/or omissions arising from and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the Affiliate's Indemnitees.

15. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:

Without limiting Affiliate's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Affiliate shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and the Insurance Coverage paragraph of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Affiliate pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Affiliate for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given

Insured status under the Affiliate's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.

- Renewal Certificates shall be provided to County not less than 10 days prior to Affiliate's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Affiliate and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Affiliate identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding the fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Affiliate, its insurance broker(s) and/or

insurer(s) shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsement shall be sent to:

County of Los Angeles
Department of Health Services Contracts and Grants Division
313 N. Figueroa Street, 6th Floor East
Los Angeles, California 90012
Attention: Director, Contract Administration

Affiliate also shall promptly report to County any injury or property damage accident or incident, including any injury to an Affiliate employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Affiliate. Affiliate also shall promptly notify County of any third party claim or suit filed against Affiliate or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Affiliate and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Affiliate's General Liability policy with respect to liability arising out of Affiliate's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with

respect to liability and defense of suits arising out of the Affiliate's acts or omissions, whether such liability is attributable to the Affiliate or to the County. The full policy limits and scope of protection also shall apply to the County and the Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provision herein.

C. Cancellation of or Changes in Insurance: Affiliate shall provide County with, or Affiliate's insurance policies shall contain a provision the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

D. Failure to Maintain Insurance: Affiliate's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County may suspend or terminate this Agreement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Affiliate's Insurance Shall Be Primary: Affiliate's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Affiliate. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Affiliate coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Affiliate hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Affiliate shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements: Affiliate shall include all Sub-Contractors as insured under the Affiliate's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Affiliate shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and the Affiliate as additional insureds on the Sub-Contractor's General Liability policy. Affiliate shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductible and Self-Insured Retentions (SIRs): Affiliate's policies shall not obligate the County to pay any portion of any Affiliate deductible or SIR. The County retains the right to require Affiliate to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Affiliate's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.

J. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellations.

K. Application of Excess Liability Coverage: Affiliates may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Affiliate use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangement and captive insurance to satisfy the

Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes to risk exposures.

O. Self-Insurance: Affiliate may provide self-insurance to meet the requirements of Paragraphs 15 and 16, as deemed satisfactory by the County.

16. INSURANCE COVERAGE:

A. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operation Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employer's Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Affiliate will provide leased employees, or is an employee leased or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Affiliate's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Professional Liability/Errors and Omissions

Insurance covering Affiliate's liability arising from or related to this Agreement with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Affiliate understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination, or cancellation. Affiliate's insurance coverage shall apply to activities of students, instructors and other persons of Affiliate at DHS facilities.

E. Student Malpractice Insurance: Affiliate's Advanced Students shall maintain appropriate malpractice insurance coverage for any activities under this Agreement, unless such coverage is provided by Affiliate.

17. ADVANCED STUDENT STATUS: Advanced students and other persons of Affiliate shall not be deemed employees of County with respect to this Agreement.

18. FACILITIES: Director shall cooperate with Affiliate to provide use of DHS parking facilities to Affiliate's Advanced Students.

19. UNIFORMS: Each Advanced Student may be required to wear a uniform when assigned to the clinical training experience program at the DHS Facility.

20. CONFIDENTIALITY: Affiliate agrees to maintain the confidentiality of all patient records and information obtained by it hereunder. Affiliate further agrees to inform each Advanced Student participating in the clinical training experience program hereunder of the provisions of such confidentiality laws.

21. ALTERATION OF TERMS: This document fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

22. BUSINESS OFFICE AND CORRESPONDENCE: Affiliate's business office address, as reflected in the Notices paragraph of this Agreement, shall be used for the mailing of all County correspondence formally affecting this Agreement. This does not preclude other correspondence between DHS and Affiliate for routine functioning and operation of this Agreement.

Affiliate shall notify County in writing of any change in its business office address at least ten (10) days prior to the effective date thereof.

23. ACCREDITATION AND STATE APPROVAL: Affiliate's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

24. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES: Affiliate shall obtain and maintain, and shall ensure that each of its Advanced Students obtain and maintain, in effect all licenses, permits, registrations, and certificates as required by all Federal, State, and local laws, ordinances, regulations, guidelines and directives which are applicable to County's Facility(ies) and services during the term of this Agreement.

25. FAIR LABOR STANDARDS: The Affiliate shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but limited to, the Federal Fair Labor Standards Act, for work performed by the Affiliate's employees and/or students for which the County may be found jointly or solely liable; provided, however, that the liability is due or claimed to be due to the acts or omissions of Affiliate, its officers, agents, or employees.

26. EMPLOYMENT ELIGIBILITY VERIFICATION: The Affiliate warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Agreement meet citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Affiliate shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Affiliate shall retain all such documentation for all covered employees for the period prescribed by law.

The Affiliate shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Affiliate or the County in connection with any alleged violation of any Federal and State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

27. COUNTY LOBBYISTS: Affiliate and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010 retained by Affiliate, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code, Chapter 2.160. Failure on the part of Affiliate, any County lobbyist, or County lobbying firm retained by Affiliate to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

28. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Affiliate's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Affiliate's compliance with all contract terms and performance standards. Affiliate's deficiencies which County determines are severe or continuing and that may place performance of Agreement in jeopardy if not corrected may be reported to the Board of Supervisors.

29. AFFILIATE RESPONSIBILITY AND DEBARMENT:

A. A responsible Affiliate is an Affiliate who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Affiliates.

B. Affiliate is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of the Affiliate on this Agreement or other Agreements, which indicates that Affiliate is not responsible, County may, in addition to other remedies provided in this Agreement, debar Affiliate from bidding or proposing, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements, the Affiliate may have with County.

C. County may debar an Affiliate if the Board of Supervisors finds, in its discretion, that Affiliate has done any of the following: (1) violated a term of an agreement with the County or a nonprofit corporation created by County, (2)

committed any act or omission which negatively reflects on the Affiliate's quality, fitness, or capacity to perform an agreement with the County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. If there is evidence that Affiliate may be subject to debarment, the Department will notify the Affiliate in writing of the evidence which is the basis for the proposed debarment and will advise the Affiliate of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Affiliate and/or the Affiliate's representative shall be given an opportunity to submit evidence at the hearing. After the hearing and/or the Affiliate's representative, shall be given the opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Affiliate should be debarred, and, if so, the appropriate length of time of the debarment. The Affiliate and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the

Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If an Affiliate has been debarred for a period of longer than five (5) years, that Affiliate may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. The hearing shall be conducted and the request for

review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall apply to Subcontractors of County Contractors.

30. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT. Affiliate shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

31. PURCHASING RECYCLED-CONTENT BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Affiliate agrees to use recycled content bond paper to the maximum extent possible on the project.

32. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Affiliate, immediately terminate the right of Affiliate to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Affiliate, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with

respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Affiliate's performance pursuant to this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Affiliate as it could pursue in the event of default by the Affiliate.

Affiliate shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

33. AFFILIATE'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Affiliate acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through County contracts are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Affiliate's duty under this Agreement to comply with all applicable provisions of law, Affiliate warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders of Child Support Services Department Notices of Wage and Earnings

Assignment for Child Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

34. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Affiliate to maintain compliance with the requirements set forth in "Affiliate's Warranty of Adherence to County's Child Support Compliance Program" paragraph immediately above shall constitute a default by Affiliate under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure by Affiliate to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to the "Termination for Default" Paragraph (or "Term and Termination" Paragraph of this Agreement, whichever is applicable) and pursue debarment of Affiliate, pursuant to County Code Chapter 2.202.

35. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Affiliate understands and agrees that as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Affiliate understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Affiliate's behalf. Affiliate has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Affiliate's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Affiliate and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

36. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment II and incorporated by reference into and made a part of this Agreement.

B. Written Employee Jury Service Policy:

1. Unless the Affiliate has demonstrated to the County's satisfaction either that Affiliate is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Affiliate qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Affiliate shall have and adhere to a written policy that provides that its Employees shall receive from the Affiliate, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Affiliate or that the Affiliate deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Affiliate. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Affiliate has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Affiliate uses any Subcontractor

to perform services for County under this Agreement, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to this Agreement.

3. If Affiliate is not required to comply with the Jury Service Program when this Agreement commences, the Affiliate shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Affiliate shall immediately notify the County if Affiliate at any time either comes within the Jury Service Program's definition of "Contractor" or if the Affiliate no longer qualifies for an exception to the Jury Service Program. In either event, the Affiliate shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Agreement and at its sole discretion, that the Affiliate demonstrate to the County's satisfaction that the Affiliate either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Affiliate continues to qualify for an exception to the Program.

4. Affiliate's violation of this sub-paragraph of this Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Affiliate from the award of future County

contracts for a period of time consistent with the seriousness of the breach.

37. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Affiliate shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment III of this Agreement and also available on the internet at www.babysafela.org for printing purposes.

38. AFFILIATE'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Affiliate acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Affiliate understands that it is the County's policy to encourage all County Affiliates to voluntarily post County's "Safely Surrendered Baby Law" poster, in a prominent position at Affiliate's place of business. This Affiliate will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply contractor with the poster to be used.

39. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Affiliate agrees to consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents

that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

40. AFFILIATE'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

A. Affiliate acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. Unless Affiliate qualifies for an exemption or exclusion, Affiliate warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of the Agreement will maintain compliance with Los Angeles Code Chapter 2.206.

41. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Affiliate to maintain compliance with the requirements set forth in the above paragraph, "Affiliate's Warranty of Compliance with County's Defaulted Property Tax Reduction Program", shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Affiliate to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Affiliate, pursuant to County Code Chapter 2.206.

42. **NOTICES:** All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties identified. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of Health Services, or his/her designee, shall have the authority to issue all notices or demands required or permitted by the County under this Agreement.

A. Notices to Affiliate shall be addressed as follows:

(1) Rancho Santiago Community College District on behalf of
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706-3398
ATTN: OTA Fieldwork Coordinator

(1) Name (County facility making the request the initial request)
Address
Attention: Chief Executive Officer

(2) Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6th Floor-East
Los Angeles, California 90012
Attention: Director, Contract Administration

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by its Director of Health Services and Affiliate has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director of Health Services

Affiliate

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
John Krattli
County Counsel

By _____
Principal Deputy County Counsel

Formagr:Advanced level
EXHIBIT II
GH_8.20.10

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

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

Date: _____

EXHIBIT ____
____ Services
Advanced Level Training Program

1. Purpose: The affiliation authorized under this Exhibit ____ allows students in an advanced training program from _____ to obtain practical clinical field experience in applied _____ services at the Health Services facilities indicated in Paragraph 6 of this Exhibit.

2. Supervision: The parties acknowledge that students under this agreement are advanced level and otherwise do not require Affiliate to provide an instructor as compared to training of other students by the County.

3. Preceptor/Student Ratio: A County Preceptor shall only mentor a maximum of two students or lesser number of students as permitted by law.

4. Clinical Field Work Experience: The advanced training programs requiring the clinical training experience shall include _____.

Affiliate represents that the clinical training experience fulfills a required portion of the total training program offered by the Affiliate.

5. Evaluation: At the end of each County fiscal year (July 1st through June 30th), an evaluation of the program may be filed with the Administrator of each DHS facility participating in the program. This evaluation shall be prepared by Affiliate and shall be reviewed by County personnel designated by Director who are employed at Health Services' facilities listed in Paragraph 6 hereinbelow.

Affiliate shall provide preceptor with its required evaluation forms to be completed for each student in the clinical training experience.

6. Facilities: Any facility established and operated by County as a County Hospital, Multi-Service Ambulatory Care Center (including MLK-MACC and High Desert MACC), Comprehensive Health Center, Health Center or County Health Services Program.

7. Types/Areas of Experience: The _____ experience County will endeavor to offer to students while at Health Services' facilities includes:

- a. Experience in the application of students' training to clinical experience.
- b. Experience in direct patient services.
- c. Experience in interrelating with the total health care team at the facility.
- d. Experience in the use of equipment and supplies.
- e. Experience in following facility procedures.
- f. Experience in working under facility regulations.
- g. Experience with patient records and other required record keeping procedures.

The parties acknowledge and mutually agree that Affiliate shall be responsible for ensuring that the clinical training experience offered to Affiliate's advanced students while at Health Services facilities is consistent with applicable educational/clinical/experience requirements (e.g., specific hours requirements, coverage of mandated subject matter, etc.)

Formagr:Advanced
EXHIBIT I
8.20.10
GH:____
Exhibit _:____

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

To: Board of Trustees	Date: August 18, 2014
Re: Approval of Nursing Program Agreement – Silverado Senior Living-Newport Mesa	
Action: Request for Approval	

BACKGROUND

Students in the nursing programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement with Silverado Senior Living-Newport Mesa, located in Costa Mesa, California, will yield appropriate clinical rotation activities for the program.

ANALYSIS

The clinical affiliation agreement covers the scope of program's operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this clinical affiliation agreement with Silverado Senior Living-Newport Mesa, located in Costa Mesa, California.

Fiscal Impact: None	Board Date: August 18, 2014
Prepared by: Michael Collins, Ed.D., Vice President of Administrative Services	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into between the **Rancho Santiago Community College District**, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California, and the **Silverado Senior Living – Newport Mesa** (“Clinical Facility”) located at 350 W. Bay Street, Costa Mesa, California.

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

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

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

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

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

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

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

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

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

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

“Clinical Facility” shall refer to the Silverado Senior Living – Newport Mesa, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

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

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

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program’s written objectives.
3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the “Regulations”), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District’s Title IX Officer and/or Section 504/ADA Coordinator.
6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.

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

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

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. Clinical Coordinator (College). College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
12. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.
13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise proved under any approachable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

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

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

District shall provide workers' compensation coverage for students participating in the rotation. These coverage's are in effect while the student is on-site at Clinical Facility.

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

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

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

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

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

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

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. Effective Date Termination. This Agreement shall become effective on August 19, 2014, and shall remain in effect for five (5) years or until terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:

Silverado Senior Living – Newport Mesa
350 W. Bay Street
Costa Mesa, CA 92627

To College:

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

With a copy to:

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

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

Clinical Facility

By: _____

Typed Name: _____

Title: _____

Date: _____

Rancho Santiago Community College District

By: _____

Typed Name: Peter J. Hardash

Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: August 18, 2014
Re: Approval of SLPA Agreement Renewal – La Habra City School District	
Action: Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant was introduced in the Fall of 2001. Speech-Language pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose. 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 La Habra City School District in La Habra, California.

Fiscal Impact:	None	Board Date: August 18, 2014
Prepared by:	Michael T. Collins, Ed.D., Vice President of Administrative Services Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, **LA HABRA CITY SCHOOL DISTRICT** hereinafter called the Agency.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

WHEREAS, the District provides programs in Speech-Language Pathology 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 Speech-Language Pathology Assistant Program.

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.
2. For Student Workers' Compensation

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

3. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.
4. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
5. The District will keep academic and clinical experience records of students participating in said program.
6. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
7. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
8. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
9. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
10. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
11. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

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 Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years experience as a practicing speech language pathologist.
3. The administration of the service and client 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 Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. 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.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.

11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's 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. 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 losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

C. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability and professional liability. The general and professional liability insurance shall have a minimum coverage of \$1,000,000 per occurrence.

Proof of insurance coverage shall be furnished to either party upon written request.

PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program students shall have the status of 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 client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology 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 Agency employees in matters relating to the welfare of patients and general Agency operations.
- C. Speech-Language Pathology 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 the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI PERIOD OF AGREEMENT

- A. This agreement shall be effective as of the date signed by District, and shall continue in effect for five years, unless terminated earlier at will or without cause by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice. This Agreement may be modified or revised at any time by mutual consent.

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

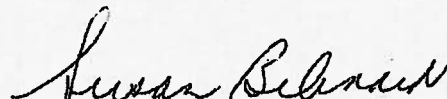
*Rancho Santiago Community
College District
2323 N. Broadway
Santu Ana, CA 92706*

*La Habra City School District
500 North Walnut
La Habra, CA 90631*

District

Agency/Facility/Location

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services



Name and Title

Susan Belenardo, Ed.D., Superintendent

Date: _____

Date: April 24, 2014 (Board Approved)

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

To: Board of Trustees	Date: August 18, 2014
Re: Approval of SLPA Agreement Renewal – Spectrum Speech and Feeding, LLC	
Action: Request for Approval	

BACKGROUND

The Speech-Language Pathology Assistant was introduced in the Fall of 2001. Speech-Language pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose. 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 Spectrum Speech and Feeding, LLC in Newport Beach, California.

Fiscal Impact:	None	Board Date: August 18, 2014
Prepared by:	Michael T. Collins, Ed.D., Vice President of Administrative Services Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into on the 19th day of August, 2014, by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of Santa Ana College, a public educational agency, hereinafter called the "District" and, SPECTRUM SPEECH AND FEEDING, LLC, hereinafter called the "Agency".

PART I.

BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students, hereafter called "**Students**", enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for approval by the Speech-Language Pathology & Audiology Board.

2. For Student Workers' Compensation

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

3. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.
4. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
5. The District will keep academic and clinical experience records of students participating in said program.
6. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
7. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
8. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
9. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
10. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant

staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.

11. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

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 Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years experience as a practicing speech language pathologist.
3. The administration of the service and client 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 Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.

8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. 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.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.
11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

1. Publication by District faculty, or Agency's 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. 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 losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

C. Insurance:

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability and professional liability. The general and professional liability insurance shall have a minimum coverage of \$1,000,000 per occurrence.

Proof of insurance coverage shall be furnished to either party upon written request.

PART V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

- A. Speech-Language Pathology Assistant Program students shall have the status of 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 client care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for client care in areas where students are obtaining clinical experience.
- B. Speech-Language Pathology 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 Agency employees in matters relating to the welfare of patients and general Agency operations. The Students are also responsible for recognizing the confidential nature of information related to clients and their records, and performance during emergency conditions. The Agency will provide copies of the rules, regulations and policies to the Speech-Language Pathology Assistant Program Students.
- C. Speech-Language Pathology 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 the Speech-Language Pathology Assistant students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI PERIOD OF AGREEMENT

- A. This agreement shall be effective as of the date signed by District, and shall continue in effect for five years, unless terminated earlier at will or without cause by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice. This Agreement may be modified or revised at any time by mutual consent.

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

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

*Spectrum Speech & Feeding, LLC
1000 Bristol St. North, 17-109
Newport Beach, Ca, 92660*

District

Agency/Facility/Location

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

Dawn Winkelmann, M.S., CCC-SLP
Clinical Director

Date: _____

Date: _____

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

To: Board of Trustees	Date: August 18, 2014
Re: Approval of Renewal for Kaplan Testing Agreement for Nursing Students	
Action: Request for Approval	

BACKGROUND

Students in the Nursing Program are required to participate in standardized testing as a part of the preparation to pass the licensing examination for Registered Nurses. It is part of the curriculum as well as being highly recommended by the California Board of Registered Nursing. The proposed testing vendor is Kaplan, headquartered in New York.

ANALYSIS

The agreement covers the scope of testing products as well as other issues relating to responsibilities for both parties. The agreement has been reviewed and approved by college staff. The agreement carries costs for students and is in effect for two years.

RECOMMENDATION

It is recommended that the Board of Trustees approve this Kaplan Testing Agreement renewal.

Fiscal Impact:	None	Board Date: August 18, 2014
Prepared by:	Michael Collins, Ed.D., Vice President of Administrative Services Cheryl Carrera, Interim Dean of Science, Mathematics, and Health Sciences	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



Integrated Testing Program with NCLEX-RN® Review Course Agreement

Participant Pay Arrangement

This agreement (the "Agreement") is entered into as of the 19th day of August, 2014 ("**Effective Date**") by and between Kaplan Test Prep, a division of Kaplan, Inc., ("**Kaplan**,"), and **Rancho Santiago Community College District on Behalf of Santa Ana College ("SCHOOL")** with its principal office at West 17th Street, Santa Ana, CA 92706 (each, a "**Party**" and collectively, "**Parties**").

WHEREAS Kaplan has developed programs to evaluate the nursing knowledge of Participants in an undergraduate program leading to RN licensure and to prepare Participants for the NCLEX-RN® examination; and

WHEREAS, SCHOOL desires to provide Kaplan's programs to SCHOOL's nursing Participants;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS:

- a. "**Service**" means the Integrated Testing Program (the "**IT Program**") combined with the NCLEX-RN® Review Course (the "**NCLEX-RN Course**").
- b. The IT Program includes the following, each of which is a "**Program Element**":
 - i. **Admission Test** means an online admission test, designed exclusively for nursing school candidates and comprised of reading, writing, math (for nursing), and science sections.
 - ii. **Study Skills Workshops** means online workshops that teach study skills such as time management and note taking.
 - iii. **Drug Dosage and Calculation Workshop** means an online workshop teaching basic math, ratio/proportions and dimensional analysis needed to effectively calculate drug dosage.
 - iv. **Secured Benchmark Tests** means online, end-of course, subject matter specific tests that have been normed to a national average so that Participants and faculty can see how they compare to other Participants nationwide across a variety of measures. Every question comes with rationales and remediation text.
 - v. **Focused Review Tests** means online practice tests, typically used for homework assignments. Each question comes with rationales and remediation text.
 - vi. **Case Study Modules** means online clinical case studies that require Participants to take a patient through the entire nursing process: Chart Assessment, Physical Assessment, Diagnosis, Planning/Implementation, and Evaluation.
 - vii. **Skills Modules** means online modules that provide didactic training, video instruction, and quizzes to enforce key skills such as intradermal medication administration, temperature, and venipuncture.

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- viii. **Nursing School Basics** means comprehensive but concise reviews of basic nursing content with easy-to-understand outlines, tables, and graphs. *Nursing School Basics* is available in digital and hard copy formats.
 - ix. **Nursing Assessment Test** means an end-of-program test that evaluates Participants' mastery of the content areas taught in a basic nursing curriculum.
 - x. **Predictive Tests 1 and 2** means end-of-program tests that predict Participant success on the NCLEX-RN exam.
- c. The NCLEX-RN Course includes the following, each of which is a “**Course Element**”:
- i. **NCLEX-RN® Review Course** means NCLEX-RN review instruction provided by Kaplan Faculty either in an in-person, classroom format (“**Live NCLEX-RN® Review Course**”) or in a real-time, live online format by Kaplan Faculty with online moderators to guide question and answer flow (“**Live Online NCLEX-RN® Review Course**”).
 - ii. **NCLEX-RN® Qbank** means an online, practice test tool that allows Participants to choose from exam style questions to create customized practice tests based on test plan areas. As of November 2012, there were 1300 questions in the NCLEX-RN® Qbank.
 - iii. **Question Trainer Tests** means online practice tests with individualized feedback that increase in length and difficulty made up of one thousand (1,000) questions in total. As of November 2012, there were 7 Question Trainer Tests.
 - iv. **Content Review for the NCLEX-RN®** means a review of nursing content organized by the categories used in the NCLEX-RN® exam. *Content Review for the NCLEX-RN®* is available in digital formats.
 - v. **Online NCLEX Study Center** means online videos consisting of 1) content review for the NCLEX-RN® and 2) Review of the same questions taught in the Live or Live Online class.
 - vi. **Readiness Test** means a test that determines Participants' readiness to take the NCLEX-RN® exam. As of November 2012, the Readiness Test consisted of 180 questions.
- d. **Administrator Website** means a web-based service through which SCHOOL can obtain data and reports from Kaplan's systems relating to their Participants' progress and performance in the Service. Reporting data include: percent correct, percentile by category, answer change analysis, time per question and level of question difficulty by system, school, cohort and individual Participant.
- e. **Kaplan Faculty** means part-time Kaplan employees trained to teach the Kaplan NCLEX-RN® Review Course.
- f. **Kaplan Materials** means all Kaplan books, videos, online question banks (qbanks), tests, quizzes, questions and other Kaplan content, in electronic and hard copy formats, used in the Service.
- g. **Kaplan Nursing Consultant** means a full-time Kaplan employee with nurse educator background who consults with SCHOOL faculty and administrators to maximize effectiveness of the service. Kaplan Nursing Consultant may train nursing faculty on the use of IT Program and Course Elements, review, analyze and make recommendations based on data reports generated from Kaplan's online systems, and advise SCHOOL on how to integrate the Service into SCHOOL's curriculum.
- h. **Kaplan Online Assets** means Kaplan Materials that are accessed via the internet. Kaplan Online Assets are stored on Kaplan's technology system (“**Kaplan Systems**”).

- i. **Kaplan Service Specialist** means full-time Kaplan employee who provides administrative support to SCHOOL for roster submission, test administration, invoicing and payment, and related issues.
- j. **Participants** means any nursing Participant identified to Kaplan by SCHOOL in an Initial Roster or Updated Roster (defined below).

2. KAPLAN OBLIGATIONS

- a. Deliver the NCLEX –RN Review Course to Participants.
 - i. 20 or more Participants are required for dedicated Live NCLEX-RN® Review Course at SCHOOL. If there are fewer than 20 Participants for the NCLEX-RN® Review Course, SCHOOL Participants may join an existing Live Online NCLEX-RN® Review Course class or, if Kaplan agrees, SCHOOL may elect to open the Live NCLEX-RN® Review Course to Participants from other nursing schools in the area, in which case Kaplan will market the open course on Kaplan’s website and through other marketing channels.
- b. Provide training on the Service to SCHOOL faculty. The Kaplan Nursing Consultant shall provide on-site training at a mutually agreed upon time. At SCHOOL’s request, Kaplan will reasonably schedule supplemental consultations and additional faculty training.
- c. Provide an orientation to Participants.
- d. Assign a Kaplan Service Specialist to SCHOOL.
- e. Customize Kaplan’s standardized end-of-course exams to SCHOOL’S curriculum. SCHOOL must submit a customization request in writing via email to Kaplan Nursing at least 12 weeks prior to the start of the Academic Term for which the customized test is needed (“**Customization Request**”). Customization Requests must provide all information reasonable requested by Kaplan. Customizations are limited to one per test.
- f. Provide Participants license and login credentials to Kaplan Online Assets. Participant access to Kaplan Systems is personal to Participant and Participant may not share login credentials to Kaplan Systems with any other person.
- g. Provide SCHOOL a limited number of licenses and login credential to Kaplan Online Assets. SCHOOL may use Kaplan Materials as teaching aids however SCHOOL may not copy, otherwise reproduce, modify or alter Kaplan Materials without the prior, written consent of Kaplan. SCHOOL may not share login credentials to Kaplan Systems with any Participant or any person not a faculty member or administrator at SCHOOL.
- h. Provide SCHOOL license and login credentials to the Administrator Website. SCHOOL may not share login credentials to the Administrator Website with any Participant or any person not a faculty member or administrator at SCHOOL.
- i. Kaplan may modify, enhance or change Service and any aspect of the Service, Program Element or Course Element at its sole discretion during the term (collectively, “**Enhancements**”), however Kaplan will make reasonable efforts to give advance notice of any Modifications and in no event will an Enhancement materially degrade the Service. Kaplan shall in its discretion assign the Kaplan NCLEX Faculty, Kaplan Nursing Consultant(s) and Kaplan Service Specialist(s) used in providing the Service to SCHOOL.
- j. Nursing School Basics and Content Review for the NCLEX-RN® shall be provided in digital formats and hard copy formats.

3. SCHOOL OBLIGATIONS

- a. Standard start dates for SCHOOL's academic terms ("**Academic Terms**") are:
August 2014, January 2015, August 2015, January 2016
- b. SCHOOL shall provide Kaplan with an initial roster of Participants ("**Initial Roster**") for each group of Participants who are scheduled to graduate at the same time ("**Cohort**"). Unless otherwise agreed by the Parties, the Initial Roster must be provided not later than 30 days after the start of the Academic Term to which the Roster applies, which shall be referred to as the "**Deadline**." SCHOOL may add or remove Participants from an Initial Roster by written notification to the Kaplan Service Specialist on or before the Deadline. On the day following the Deadline, the Initial Roster shall become an "**Official Roster**."
- c. The first Academic Term for which SCHOOL will provide Initial Rosters will be August 2014.
- d. For each subsequent Academic Term, SCHOOL shall provide Kaplan updated rosters for each existing Cohort ("**Updated Rosters**") that will reflect any adds or drops to that Cohort. SCHOOL must also provide Initial Rosters for any new Cohorts (e.g., group of Participants beginning their studies with SCHOOL). Updated Rosters and Initial Rosters must be provided by the Deadline, following which such Rosters shall become Official Rosters. All Initial Roster and Updated Rosters must include all Participants in the Cohort.
- e. Initial Rosters and the Updated Rosters shall provide all information reasonably required by Kaplan, including: Participant first name, last name, email address, and anticipated graduation date. A sample Roster form is attached as **Exhibit A**.
- f. Each SCHOOL Participant on Official Roster shall pay a **Tuition Fee**. Tuition Fees are set forth in the attached **Exhibit B**. For the avoidance of doubt, if a Participant is studying for more than one Academic Term, SCHOOL Participants will pay more than one Tuition Fee for each Academic Term.
 - i. Notwithstanding the foregoing, once SCHOOL Participant has paid the **Anticipated Fees**, SCHOOL Participant shall have no further obligation to pay Tuition Fees so long as that Participant is registered at SCHOOL and identified on the applicable Official Roster as Fully Paid. Anticipated Fees are the total Tuition Fees that SCHOOL Participant will pay, under the relevant pricing terms set forth in Exhibit B, for each Participant in a Cohort from the Cohort's start of the IT Program to the Cohort's scheduled graduation from SCHOOL. Thus, if a Participant studies for a Term longer than other Participants in that Cohort, SCHOOL Participant shall not pay additional fees (i.e., in addition to the Anticipated Fees) for the remaining Term(s) if the SCHOOL has appropriately identified the Participant as Fully Paid.
- g. If after the Deadline has passed SCHOOL adds one or more Participants or an entirely new cohort for that Academic Term, SCHOOL Participants shall pay the same Tuition Fee as if the Participant had been added prior to the Deadline.
- h. If SCHOOL does not timely provide any Roster by the Deadline, Kaplan shall invoice SCHOOL Participants based on the best information available to Kaplan at that time ("**Forecasted Term**"). SCHOOL Participants will remain obligated to pay Tuition Fees during the Forecasted Term, with the exception of Participants who dropped prior to the relevant Deadline, and SCHOOL must provide Kaplan the dates of all adds and drops.
- i. SCHOOL Participants shall pay Kaplan the full invoiced amount in U.S. dollars within 30 days of the date of the Kaplan invoice. SCHOOL Participants shall pay Kaplan via electronic transfer pursuant to directions provided by Kaplan. Delinquent payments are subject to interest of 1.5%

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per month on any outstanding balance, or the maximum permitted by law, whichever is less, from the date due, plus all expenses of collection.

- j. SCHOOL shall designate a person to serve as Kaplan's principal contact at SCHOOL.
- k. SCHOOL shall administer Secured Benchmark Tests in a secure, proctored setting and SCHOOL shall take all reasonable precautions to prevent cheating on any Kaplan tests. SCHOOL acknowledges that Secured Benchmark Tests are normed and that cheating by Participants at SCHOOL impairs a valuable asset of Kaplan.
- l. SCHOOL shall provide a classroom(s) at SCHOOL at a reasonable cost upon a schedule mutually agreed upon by the Parties for all Elements designed to be delivered on-site or in a classroom.
- m. SCHOOL will mutually determine NCLEX review course dates at least 90 days in advance of expected delivery with the Kaplan Service Specialist.
- n. SCHOOL shall ensure that all SCHOOL faculty who use SERVICES participate in training provided by the Kaplan Nursing Consultant.
- o. SCHOOL shall require all Participants to attend or watch Service orientations provided by Kaplan.

4. INTELLECTUAL PROPERTY

- a. SCHOOL acknowledges that Program Elements, Course Elements, Kaplan Materials, Kaplan Online Assets, Kaplan Systems and all intellectual property rights thereto (collectively, **Kaplan IP**) are and shall remain the sole and exclusive property of Kaplan and its licensors. If requested by Kaplan, SCHOOL shall execute whatever documents may reasonably be required to confirm the ownership rights of Kaplan IP. SCHOOL agrees that SCHOOL, its officers, employees and agents will not make any copies of or otherwise reproduce Kaplan IP without the prior, written consent of Kaplan.
- b. SCHOOL shall use best efforts to prevent Participants from copying, reproducing or otherwise infringing Kaplan IP. SCHOOL shall promptly notify Kaplan if it becomes aware of any possible infringement of Kaplan's ownership rights in and to the Kaplan IP and SCHOOL shall cooperate with Kaplan in good faith in taking whatever legal or other action may be appropriate under the circumstances in the event of a possible infringement.
- c. SCHOOL shall not use Kaplan's logo and any other Kaplan trademark without the prior, written consent of Kaplan except as otherwise agreed herein.

5. CONFIDENTIALITY

- a. The Parties shall hold in confidence, and shall not disclose to any person outside its organization, Confidential Information of the other Party. The receiving Party shall use such Confidential Information only for the purpose of performing its obligations under this Agreement, and shall not use or exploit such Confidential Information for its own benefit or the benefit of any other Party without the prior written consent of the disclosing Party. The term "**Confidential Information**" means information that a Party has designated as confidential to the other Party as well as any and all information relating to the research, development, products, pricing, methods of manufacture, trade secrets, business plans, customers, finances, and personnel data related to the business or affairs of the Parties. The term Confidential Information does not include any information (a) which either Party knew before it was disclosed by the disclosing Party; (b) which has become publicly known through no wrongful act of either Party; (c) which was developed independently by either Party; or (iv) which was disclosed to the receiving Party by someone with no duty of confidentiality to the disclosing Party.

- b. Except as otherwise set forth herein, neither of the parties will issue any press release(s) or make any public announcement(s) relating in any way whatsoever to this Agreement or the relationship established by this Agreement without the express prior written consent of the other Party. For the purposes of this Agreement, discussions with potential Participants in the normal course of business as contemplated by this Agreement shall not constitute a public announcement or press release.

6. REPRESENTATION , WARRANTIES & INDEMNITIES

- a. Kaplan warrants and represents that: (a) it has the necessary rights to enter into this Agreement; (b) its entry into this Agreement will not cause any breach of its obligations to third parties; (c) to the best of its knowledge, no Kaplan IP infringes any personal, intellectual property or other rights of any third party. Kaplan agrees to indemnify and hold harmless SCHOOL and its trustees officers, employees and agents from and against all third party claims, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) arising out of or as a result of Kaplan's breach of this Agreement, any breach of Kaplan's representations and warranties herein, or any claims resulting from or arising out of the infringement of any third party intellectual property rights by Kaplan Materials.
- b. SCHOOL warrants and represents that: (a) it has the necessary rights to enter into this Agreement; (b) its entry into this Agreement will not cause any breach of its obligations to third parties; and (c) in performing its obligations hereunder, it will comply with all laws, rules and regulations of all governmental bodies having jurisdiction thereof. SCHOOL agrees to indemnify and hold harmless Kaplan and its subsidiaries, affiliates, directors, shareholders, officers, employees and agents from and against all third party claims, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) arising out of or as a result of SCHOOL's breach of this Agreement, any breach of its representations and warranties herein, any claims arising from data SCHOOL provides to Kaplan, and any claims resulting or arising out of or related to any injuries, damages or any other actions or claims, whether in contract, tort or any other theory of recovery, due to its negligence or malfeasance in operating, maintaining, servicing or otherwise controlling or owning the premises on or off-campus where the Service is provided.

7. TERM AND TERMINATION

- a. The term of this Agreement shall begin on the Effective Date and initially continue for two consecutive years ("**Contract Term**"). Sixty days prior to the end of the initial Contract Term and any subsequent Contract Term, Kaplan shall notify SCHOOL of any changes in terms ("**Terms Change Notice**"). Unless either Party sends the other Party written notice of termination within 30 days prior to the end of the applicable Contract Term, the Agreement shall automatically renew at the end of the applicable Contract Term for an additional two year period any terms in the Terms Change Notice shall automatically become part of this Agreement and shall control in the event of any conflict between them and any other provisions of the Agreement.
- b. If either Party terminates the Agreement under section 7(a) or 7(b) during an Academic Term, both Parties shall fulfill their obligations under this Agreement, including SCHOOL's payment obligations, for the remainder of that Academic Term.
- c. If either Party materially breaches its obligations hereunder and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching Party (except for a failure to pay monies owed, in which case such period shall be ten (10) days), then the non-breaching Party may, in addition to whatever remedies it may have at law or otherwise arising out of such breach, elect to terminate this Agreement, in whole or in part, in which event the non-breaching Party shall be entitled to cease performance of the terminated portion of the Agreement.

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- d. Upon termination of this Agreement, SCHOOL shall, at its sole expense, deliver to Kaplan all of the Kaplan Materials then in its possession or control and shall cease to make any of the Program Elements, Course Elements, Kaplan Materials, or Kaplan Online Assets available to Participants, SCHOOL Participants or any other persons. For termination under section 7(a) or 7(b), SCHOOL must take all action described in the preceding sentence by the end of the Academic Term in which the termination became effective; whereas for termination under 7(c), SCHOOL must take all such actions within 10 days of termination.
 - e. During any Contract Term, SCHOOL shall not enter into any other contract, except as agreed in writing by Kaplan, for services similar to the Service.
8. **GOVERNING LAW; JURISDICTION:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of law provisions. Both Parties consent to the exclusive jurisdiction of the federal and state courts of New York, New York.
9. **LIMITATION OF LIABILITY:** EXCEPT FOR LIABILITY ARISING AS A RESULT OF GROSS NEGLIGENCE OR WILFULL MISCONDUCT OF KAPLAN, IN NO EVENT SHALL KAPLAN BE LIABLE TO SCHOOL FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT KAPLAN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL KAPLAN'S LIABILITY EXCEED THE TOTAL AMOUNT PAID TO KAPLAN BY SCHOOL HEREUNDER.
10. **DISCLAIMER OF WARRANTIES:** EXCEPT AS SPECIFIED IN THIS AGREEMENT, KAPLAN MAKES NO WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT OR OPERATION OF ITS WEBSITES AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
11. **GENERAL PROVISIONS**
- a. This Agreement may not be assigned without the prior written permission of other Party. Notwithstanding the foregoing, Kaplan may assign its rights and delegate its duties under this Agreement to any subsidiary, parent or affiliated company of Kaplan if such entity agrees to be bound by all of the terms hereof.
 - b. This Agreement may be executed in one or more counterparts, which together shall constitute one Agreement. A facsimile signature on this Agreement shall constitute an original signature.
 - c. The captions and headings in this Agreement have been inserted solely for convenience of reference and shall not affect the interpretation of this Agreement.
 - d. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement and merges all prior discussions between them.
 - e. Kaplan and SCHOOL are entering this Agreement as independent contractors. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency, employment, fiduciary or other relationship between Kaplan and SCHOOL.
 - f. Kaplan shall not be liable for any damages caused by its failure or delay in performing its duties hereunder if such failure was due to causes beyond Kaplan's control, including, but not limited to, acts of God, acts of public enemy, acts of U.S. or foreign government, fires floods, earthquakes, epidemics, strikes, embargoes, or severely inclement weather condition.
 - g. Any written notice permitted or required by this Agreement shall be sent or delivered to the Party to receive the same by Federal Express, DHL or other carrier, charges prepaid, or by

facsimile transmission (including confirmation thereof) as set forth below (or as otherwise shall be designated by like notice):

If to Kaplan:

Kaplan Test Prep
395 Hudson Street, 3rd Floor
New York, NY 10014
Attention: Erika Blumenthal
Fax: 215-987-5927

with a copy to:

Kaplan Test Prep
395 Hudson Street, 3rd Floor
New York, NY 10014
Attention: Division Counsel

If to SCHOOL:

Becky Miller, MSN, RN
Associate Dean of Health Sciences
Nursing Program Director
Santa Ana College, R-213
1530 West 17th Street
Santa Ana, CA 92706
Phone: 714-564-6839
Fax: 714-564-6344
E-mail: miller_becky@sac.edu

Any notice shall be deemed given on the date of receipt thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

KAPLAN, INC.

By: _____ Date _____
Erika Blumenthal
Vice-President and General Manager, Kaplan Nursing

SCHOOL

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

EXHIBIT A

Example of Roster Collection Form

Program Type (RN or PN):

School:

Class Graduation Date:

Date to send Participant access:

Faculty access to reports:

<u>Participant</u>	<u>First Name</u>	<u>Last Name</u>	<u>Email address</u>	<u>drops</u>	<u>adds</u>	<u>Cohort Name</u>	<u>Group Name</u>	<u>Fully Paid?</u>
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

EXHIBIT B TUITION FEES

As set forth in the Agreement, TUITION FEES are charged on a per Academic Term basis. The amount of Tuition Fees depends on anticipated graduation date of Participants in the Participant's Cohort.

1. For schools with three terms in an academic year, each an Academic Term, Tuition Fees are as follows:
 - Cohorts scheduled to graduate in 4 semesters and future cohorts: price per semester = \$124.75
 - Cohorts scheduled to graduate in 3 semesters: price per semester = \$112.50
 - Cohorts scheduled to graduate in 2 semesters: price per semester = \$112.50
 - Cohorts scheduled to graduate in 1 semester: price per semester = \$112.50
 - Advanced Placed Students: \$124.75 for their transition semester and then whatever the cohort is paying for each subsequent semester once accepted into the RN program.

**EXHIBIT C
WORKSHEET**

Note: This Exhibit is intended solely a worksheet to use in forecasting financial commitments. It does not define legal rights and/or obligations. Any contradiction between this Exhibit C and any provision(s) in the Agreement or its other Exhibits shall be resolved in favor of the Agreement and its other Exhibits.

Estimated number of Participants and associated pricing

Santa Ana College - Department of Nursing													
Contract runs July 2014 to July 16													
Associate Degree Students: 4 total semesters												Semester total	
	Cohort 1	Cohort 2	Cohort 3	trans. 1	Cohort 4	trans. 2	Cohort 5	trans. 3	cohort 6	trans. 4	Cohort 7		
program start date	Jan. 2013	Aug. 2013	Jan, 2014	Aug, 2014	Aug, 2014	Jan. 2015	Jan. 2015	Aug. 2015	Aug. 2015	Jan, 2016	Jan, 2016		
graduation date	Dec. 2014	June. 2015	Dec. 2015	varies	June, 2016	varies	Dec. 2016	varies	June. 2017	varies	Dec. 2017		
Billing Period													
Sept, 2014	42	58	40	20	58							\$25,480.50	
Feb, 2015		55	38		55	20	40					\$24,808.75	
Sept, 2015			38		55		38	20	58			\$25,607.25	
Feb, 2016					55		38		55	20	40	\$25,948.00	
Price per semester	\$112.50	\$112.50	\$112.50	\$124.75	\$124.75	\$124.75	\$124.75	\$124.75	\$124.75	\$124.75	\$124.75		
Total per cohort	\$4,725.00	\$12,712.50	\$13,050.00	\$2,495.00	\$27,819.25	\$2,495.00	\$14,471.00	\$2,495.00	\$14,096.75	\$2,495.00	\$4,990.00	\$101,844.50	
												Program Total:	\$101,844.50

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

To: Board of Trustees	Date: August 18, 2014
Re: Approval of Fire Technology Agreement Renewal: City of Burbank	
Action: Request for Approval	

BACKGROUND

This is a standard renewal of an existing inter-agency fire instructional services agreement with the City of Burbank.

ANALYSIS

This instructional agreement is administered in compliance with the guidelines issued by the State of California Community College Chancellors Office. This agreement shall be effective for a period of 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. This agreement will carry a revenue for Santa Ana College of up to \$31,200 for the 2014/2015 fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement renewal with the City of Burbank in Burbank, California

Fiscal Impact: None	Board Date: August 18, 2014
Prepared by: Michael T. Collins, Ed.D., Vice President of Administrative Services 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	

PROFESSIONAL SERVICES AGREEMENT

DATE: July 9, 2014

PARTIES: "CLIENT"

THE CITY OF BURBANK, a municipal corporation

Designated Official: Name: Betsy Dolan
Title: Management Services Director
Telephone: (818) 238-5026

Mailing Address: 301 East Olive Avenue
Burbank, CA 91502

THE "CONSULTANT"

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Representative: Name: Terri Wann
Title: Physical Fitness Professor/Coordinator
Telephone: (714) 564-6861

Mailing Address: 1530 West 17th Street
Santa Ana Ca 97206-3398

TERM: Commencement date: July 1, 2014
Completion date: June 30, 2015

COST OF SERVICE: NOT TO EXCEED \$31,200.00

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BURBANK.

REQUESTS FOR A WAIVER OF TERMS MUST BE IN WRITING AND PRESENTED TO THE CITY ATTORNEY'S OFFICE AT THE TIME THIS AGREEMENT IS DELIVERED TO THE CITY ATTORNEY'S OFFICE FOR REVIEW AND APPROVAL AS TO FORM.

SAC 14-045

1.0 **Services.** Consultant, as an independent contractor, agrees to perform during the term of this Agreement, each and every service set forth on the "Scope of Services" attached to this Agreement as Exhibit "A." The initiation of service by the Consultant will commence upon receipt of a written notice from the Designated Official authorizing Consultant to proceed, and only to the extent of such authorization. The services of the Consultant shall include the making of all investigations, studies, and analysis required by the conditions involved in each request of the Designated Official.

2.0 **Compensation.** The Client shall pay for the services of Consultant either on a time-and-material basis or on a fixed-price basis, depending upon the agreed cost of the applicable service as indicated on the "Schedule of Compensation" which is set forth in Exhibit "B." No payment for expenses or labor shall be paid by Client unless it is related to a service, which is referred to in the Scope of Services. The cost of service designated on the first page of this Agreement may be increased by 10% of the original Cost of Services or \$10,000, whichever is less with the prior written approval of the Designated Official. Any additional increase in the cost of service designated on the first page of this Agreement must have the prior written approval and authorization of the City Manager.

3.0 **Payment.** If the service specified in the Scope of Services is to be paid for on a fixed-price basis, then Client shall pay for services of Consultant the total fixed price according to the progress payment schedule established in the Schedule of Compensation. If, however, payment is to be made on a time-and-material basis, then Consultant shall, at the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the tenth day of the following month, submit to the Client a verified invoice prepared in the manner prescribed by the Client and the Designated Official. Client's payment to Consultant shall be made within thirty (30) days of either the date of completion of each phase as set forth in the progress schedule if Consultant's Compensation is a fixed price, or the date of Consultant's invoice if compensation is calculated on a time-and-material basis, whichever is applicable.

4.0 **Standard of Skill.** Consultant, and Consultant's staff, if any, is skilled in the professional calling necessary to perform the work agreed to be done pursuant to this Agreement. Client relies upon the skill of the Consultant, and Consultant's staff, if any, to do and perform such work in a skillful manner, and Consultant agrees to thus perform Consultant's work. The acceptance of Consultant's work by the Client shall not operate as a release of the Consultant from such standard of care and workmanship.

5.0 **Independent Contractor.** Consultant is retained and employed by Client only to the extent set forth in this Agreement, and the Consultant's relationship to the Client is that of an independent contractor. Consultant shall be free to dispose of all portions of Consultant's time and activities which Consultant is not obligated to devote to the Client in such a manner and to such persons, firms, or corporations as the Consultant sees fit except as expressly provided in this Agreement. Consultant shall not be considered to have the status of an employee under this Agreement or be entitled to participate in any insurance, medical care, vacation, sick leave, or other benefits provided for Client's officers or employees.

6.0 **Indemnification.** Consultant shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out
SAC 14-045

of the acts or omissions of the Consultant, its agents, employees, or subcontractors.

Consultant shall defend, indemnify and hold harmless the Client and its officers, agents, and employees, against any claim for personal injury, property damage, or wrongful death arising out of or as the result of any work by Consultant or the employees, agents, or subcontractors of the Consultant, in the performance of this Agreement.

7.0 **Termination of Agreement.** Either party may terminate this Agreement at any time during the term of the Agreement by giving the other party thirty (30) days notice in writing. This Agreement may be extended beyond the term only by the written agreement of both parties prior to the expiration of the term of the Agreement.

8.0 **Safety Requirement.** All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL-OSHA. The Client reserves the right to issue restraint or cease and desist orders to the Consultant when unsafe or harmful acts are observed or reported relative to the performance of the work under this Agreement. The Consultant shall maintain the work sites free of hazards to persons and property resulting from its operations. Any hazardous condition noted by the Consultant, which is not the result of his operations, shall immediately be reported to the Client.

9.0 **Insurance.** Consultant shall maintain the following insurance coverage throughout the term of this Agreement, and upon request Consultant shall show Client evidence of such coverage:

9.1 **Automobile Insurance.** If Consultant uses, or intends to use, a personal automobile in the performance of this Agreement, automobile liability insurance with limits of not less than \$100,000.00 per person and \$300,000.00 per accident for bodily injury and not less than \$25,000.00 per accident for property damage.

Waiver Approved:

City Attorney or designee

Management Services Director or designee

9.2 **Workers' Compensation Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance on any employees of Consultant performing services under this Agreement. **This insurance cannot be waived, but does not apply if Consultant is a sole proprietor and provides a written statement to that effect.**

9.3 General Liability and Property Damage Insurance. Unless expressly waived and such waiver is evidenced by the signature of the requisite officers of the client designated in this paragraph, Consultant shall maintain general liability insurance and property damage insurance in the amount of \$1,000,000.00 combined single limit. When this coverage is required, the Client shall be named as an additional insured on a separate endorsement to the insurance policy. The endorsement shall require the insurance company to provide Client a minimum of ten (10) days notice of the cancellation of the policy.

Waiver Approved:

City Attorney or designee

Management Services Director or designee

9.4 Errors and Omissions Insurance. Errors and Omissions Insurance which includes coverage for professional malpractice, in the amount of \$1,000,000.00. The policy shall provide for coverage of all claims occurring during the term of the policy notwithstanding the fact that the claim may be asserted subsequent to the expiration of the policy for a minimum period of three (3) years.

Waiver Approved:

City Attorney or designee

Management Services Director or designee

10.0 Miscellaneous Insurance Requirements.

10.1 Recovery from Consultant's Insurance. Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, the Consultant shall look solely to its insurance for recovery.

10.2 Failure to Secure. If Consultant at any time during the term of this Agreement, should fail to secure or maintain any insurance required under this Agreement, the Client shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the cost of the insurance premiums at the maximum rate permitted by law computed from the date written notice is received that the premiums have been paid. Such costs can be assessed by deducting such costs from any amounts due and payable to the Consultant as compensation under the terms of this Agreement.

10.3 Additional Insured. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as an additional insured and an additional insured named under this Agreement shall not be held liable for any premium or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute toward any loss or expense covered by the insurance provided by this policy. Proceeds from any policy or policies shall be payable to the Client primarily, and to the Consultant secondarily, if necessary.

10.4 Evidence of Insurance. If requested by Client, Consultant shall furnish Certificates of Insurance evidencing the required coverages or the original of the insurance policies for review by the Client or the Designated Official.

11.0 Work Product.

11.1 Deliverables. Consultant shall deliver to the Client the studies, plans, specifications, or other documents as are identified in the Scope of Services; and Consultant shall, upon completion of all work, submit to the Client all information developed in the course of the Consultant's services. Consultant shall, in such time and in such form as the Client may require, furnish reports concerning the status of services required under this Agreement. Consultant shall, upon request by Client and upon completion or termination of this Agreement, deliver to the Client all material furnished to Consultant by the Client.

11.2 Ownership. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the Consultant pursuant to or in connection with this Agreement shall be the exclusive property of the Client.

11.3 Confidentiality. Consultant may be granted access to information that is exempt from disclosure to the public (Government Code Section 6254 and 6254.16) and may contain "trade secrets" (see Government Code Section 6254.7) when it is necessary for Consultant to perform its obligations pursuant to this Agreement. If Consultant is granted such access to confidential information, Consultant shall not be considered to be a member of the public as that term is used in Government Code Section 6254.5.

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by the Client or other information to which the Consultant has had access during the term of this Agreement without the prior written approval of the Designated Official during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

11.4 Records. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by the Client or the Designated Official. The Consultant shall maintain adequate records on services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide access to the Designated Official or his designees at all proper times to such books and records, and gives the Designated Official or his designees the right to examine and audit such books and records and to make transcripts as necessary, and to allow inspection of all work, data, documents, proceedings, and activities related to this Agreement.

SAC 14-045

12.0 **Assignment.** This Agreement is personal to the Consultant. Any attempt at assignment by the Consultant shall be void unless approved in writing by the Designated Official. Consultant's services pursuant to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and Consultant shall not assign another to supervise the Consultant's performance of this Agreement without the prior written approval of the Client, by and through the Designated Official.

13.0 **Miscellaneous Terms.**

13.1 **Nuisance.** Consultant shall not maintain, commit, or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

13.2 **Permits and Licenses.** Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

13.3 **Conflict of Interest.** Consultant agrees to be familiar with and comply with all applicable federal, state, and local conflict of interest laws.

13.4 **Waiver.** A waiver by the Client of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement whether of the same or different character.

13.5 **Notices.** Any notice required by this Agreement to be given in writing to the persons, at the addresses specified on the first page of this Agreement. Either party may change the specified person or address at which it is to receive notices by so advising the other party in writing.

13.6 **Mediation.** The parties agree to submit all claims, disputes or other matters in question between the parties arising out of or relating to this Agreement or breach thereof to mediation prior to the institution of any litigation.

13.7 **Cost of Litigation.** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party all costs and expenses in such amount as the court may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

13.8 **Severability.** If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local governmental having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

13.9 Governing Law. The terms of this Agreement shall be interpreted according to the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Los Angeles County.

13.10 Integrated Contract. This Agreement represents the entire Agreement between the Client and the Consultant. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. In the event an inconsistency arises between any exhibit and any term of this Agreement, the terms of this Agreement shall prevail. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

In recognition of the obligations stated in this Agreement, the parties have executed this Agreement on the date indicated above.

BDS

"CONSULTANT"

"CLIENT"

Signature

PETER J. HARDASH
Vice Chancellor Business Operations/
Fiscal Services

Signature

Betsy Dolan
Management Services Director

ATTEST:
Office of the City Clerk

Approved as to Form
Office of the City Attorney

By: _____
Signature

Zizette Mullins
City Clerk

By: _____
Signature

Terry Stevenson
Senior Assistant City Attorney

EXHIBIT A

SCOPE OF SERVICES

The Instructor, as an independent contractor, agrees to perform during the term of this Agreement, a Wellness Class for the City of Burbank Fire/Police Departments on behalf of the Management Services Department. The estimated number of students that will participate in the class will be approximately 300. The Wellness Class will begin in July 2014 and be completed in June 2015. The class will include the following:

The Fitness Assessment will include a 12-lead ECG, graded exercise test, blood pressure, pulmonary function, body composition assessment, and various strength and flexibility tests. This is a fitness evaluation not a medical assessment a doctor does not evaluate the results. Students are encouraged to take their individualized fitness profile to their doctor for review.

Individualized Fitness Assessment Results Profile will be provided to each participant.

A minimum of 4 lectures/workshops on health, fitness, and nutrition topic will be given during the duration of the Wellness Class. Classes will be repeated two times for each shift for a total of 6 lectures/workshops to cover each topic.

Students enrolled in the Wellness Class also have access to registered dietitians, exercise physiologists, and athletic trainers throughout the year. Individual and small group sessions will be arranged throughout the class (July 2014 through June 2015) upon request. There will be no additional costs for this service.

The Management Services Department's Assistant Management Services Director-Risk Management & Safety will receive an aggregate report showing the Fire & Police Department's average fitness scores in the following areas: Cardiovascular fitness, muscular fitness, body composition, and coronary risk.

EXHIBIT B

SCHEDULE OF COMPENSATION

Fee/Terms

- **\$104.00 per person (\$92.00 registration fee + \$12.00 material fee) for California Resident and 553.00 per person for non-Residents.**

TOTAL AMOUNT NOT TO EXCEED \$31,200.00

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Amendment #5 to CJA Agreement – County of Orange	
Action:	Request for Approval	

BACKGROUND

Presently we have agreements with the County of Orange to support contract training for the Orange County Sheriff's Department, the Coroner's Office and the Orange County Probation Department. We have had this partnership for forty (40) plus years now. This amendment extends our agreement for four months to the end of December, 2014.

ANALYSIS

This amendment to an existing agreement shall remain in effect for four (4) months or until terminated by either party. This amendment has been reviewed by Dean Simon B. Hoffman and college staff. This amendment carries no costs or other financial arrangements.

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: August 18, 2014
Prepared by:	Michael T. Collins, Ed.D., Vice President of Administrative Services Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**AMENDMENT NUMBER FIVE
TO
CONTRACT Z1000000068
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This AMENDMENT NUMBER FIVE to Contract number Z1000000068 (hereinafter "AMENDMENT NUMBER FIVE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Rancho Santiago Community College District (hereinafter "DISTRICT") with a place of business at 2323 North Broadway, Santa Ana, CA 92706, is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed CONTRACT on August 4, 2009 for Consultant Services, Law Enforcement Training, Contract Z1000000068 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of August 22, 2009 through and including August 21, 2010, renewable for four (4) additional one (1) year terms;

WHEREAS, COUNTY and DISTRICT renewed the ORIGINAL CONTRACT on December 23, 2010, as Contract number MA-060-11010253 (hereinafter "AMENDMENT NUMBER ONE"), for a one (1) year term of August 22, 2010 through and including August 21, 2011;

WHEREAS, COUNTY and DISTRICT renewed the Contract MA-060-11010253 on August 1, 2011, as Contract number MA-060-11012581 (hereinafter "AMENDMENT NUMBER TWO"), for a one (1) year term of August 22, 2011 through and including August 21, 2012;

WHEREAS, COUNTY and DISTRICT renewed Contract MA-060-11012581 on August 22, 2012, as Contract number MA-060-13010020 (hereinafter "AMENDMENT NUMBER THREE"), for a one (1) year term of August 22, 2012 through and including August 21, 2013;

WHEREAS, COUNTY and DISTRICT renewed Contract MA-060-13010020 on August 21, 2013, as Contract number MA-060-14010056 (hereinafter "AMENDMENT NUMBER FOUR"), for a one (1) year term of August 22, 2013 through and including August 21, 2014;

WHEREAS, COUNTY and DISTRICT desire to extend ORIGINAL CONTRACT to continue providing services to DISTRICT for an additional four (4)

month term of August 22, 2014 through and including December 31, 2014 and the DISTRICT has agreed to continue provide those services at the rates set forth in the ORIGINAL AGREEMENT; and

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

1. ARTICLES

a. Section **Term**, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

1. **Term:**

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 8/22/09 through and including 12/31/15, unless otherwise terminated by COUNTY. The period of 8/22/09 through and including 8/21/10 shall be known as Contract Z1000000068. The period of 8/22/10 through and including 8/21/11 shall be known as Contract MA-060-11010253. The period of 8/22/11 through and including 8/21/12 shall be known as Contract MA-060-11012581. The period of 8/22/12 through and including 8/21/13 shall be known as Contract number MA-060-13010020. The period of 8/22/13 through and including 12/31/14 shall be known as Contract number MA-060-14010056.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Z1000000068) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract MA -060-11010253) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060-11012581) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract MA-060-13010020) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract MA-060-14010056) is attached hereto as Exhibit E and incorporated by this reference.
7. All other provisions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER'S ONE through FOUR, to the extent they are not inconsistent with this AMENDMENT NUMBER FIVE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on August 21, 2014 are hereby extended to December 31, 2014.

(Signature page follows)

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FIVE to Contract number Z1000000068.

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

By: _____ Title: Vice Chancellor
_____ Business Operations & Fiscal Services

Print Name: Peter J. Hardash Date: _____

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

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____

Print Name: _____ Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College-Business & Career Technical Education**

To: Board of Trustees	Date: August 18, 2014
Re: Approval of the Orange County Workforce Investment Board's WIA ITA Training Provider Services Model Contract # WIA/CW ITA-VTR 14-16-041	
Action: Request for Approval	

BACKGROUND

Since 2000, Santiago Canyon College has been a partner with the Orange County Workforce Investment Board (OCWIB) partnering on grants, providing match and participating on the Employment Provider Training List (EPTL). The purpose of this contract is to prepare eligible participants for entry or re-entry into the labor force by providing training for in-demand career and technical education programs. The Individual Training Account (ITA) provides the mechanism that allows the OCWIB to refer eligible participants to the college for education and training.

ANALYSIS

The Rancho Santiago Community College District-Santiago Canyon College would receive upon completion of the training program \$6,500 per student after deduction of Pell or other Educational Assistance received per the terms and conditions of the contract agreement. Compensation for the services provided to Santiago Canyon College will be at a rate that is less than or equal to the contracted rate stated in the agreement.

RECOMMENDATION

It is recommended that the Board approve the Orange County Workforce Investment Board's contract # WIA/CW ITA-VTR 14-16-041 as presented for July 1, 2014 - June 30, 2016.

Board Date: August 18, 2014
Fiscal Impact: The fiscal impact to the college is contingent upon students qualifying for services per the eligibility requirements of the OCWIB and the number of eligible participants requiring training. The college would earn \$6,500 per student upon completion of a program.
Prepared by: Aracely Mora, Ed.D, Vice President, Academic Affairs Kari Irwin, Director, Business & Career Technical Education
Submitted by: John Weispfenning, Ph.D., President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor

MODEL CONTRACT # WIA/CW ITA-VTR 14-16-041

BETWEEN

COUNTY OF ORANGE

AND

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT-
SANTIAGO CANYON COLLEGE**

FOR

WIA ITA TRAINING PROVIDER SERVICES

CFDA:

**17.258 WIA Adult Programs
17.278 WIA Dislocated Worker Programs
17.261 WIA Pilots, Demonstrations and Research
17.277 WIA National Emergency Grants
93.558 Temporary Assistance for Needy Families**

Funding Agency:

**Department of Labor
Department of Labor
Department of Labor
Department of Labor
Health & Human Services**



CONTRACT

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ATTACHMENTS/EXHIBITS

- Attachment A – General Program Requirements
- Attachment B – Approved Training Programs
- Attachment C – Performance Standards
- Attachment D – Pell Grants
- Exhibit A – Child Support Enforcement Provision
- Exhibit B – Drug Free Workplace Certificate
- Exhibit C – Debarment and Suspension Certificate
- Exhibit D – Certificate Regarding Lobbying
- Exhibit E – Disclosure Form to Report Lobbying
- Exhibit F – EDD Independent Contractor Reporting Requirements

This Agreement # WIA/CW ITA-VTR 14-16-041, hereinafter referred to as "CONTRACT" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and Rancho Santiago Community College District – Santiago Canyon College, with a place of business at 8045 Each Chapman Ave, Orange, CA 92869, hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY", or collectively as "PARTIES."

RECITALS

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act", to provide workforce investment activities through statewide and local workforce investment systems, increase employment retention and earnings, empower individuals through information and access to training resources through Individual Training Accounts, reduce welfare dependency and increase accountability thereby improving the quality of the workforce and enhancing the productivity and competitiveness of the Nation; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, the County of Orange Social Services Agency ("SSA"), administers California Work Opportunity and Responsibility to Kids ("CalWORKs"), in accordance with the State of California Welfare and Institutions Code (WIC), within the County of Orange. SSA and OC Community Resources/OC Community Services – Community Investment Division, which is the administrative entity of the Orange County Workforce Investment Board, herein after referred to as "OCWIB" entered into a Memorandum of Understanding (MOU) for the Provision of Vocational Training Activities under the CalWORKs Welfare-to-Work funds for allowable costs incurred to prepare qualified participants for employment in specific trades, occupations or vocations; and

WHEREAS, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the PARTIES mutually agree as follows:

ARTICLES

Additional Terms and Conditions:

1. **Coordination/Administration of Contract:** COUNTY's OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division WIA ITA Training Providers Services project coordinator (hereinafter referred to as "PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the WIA ITA Training Providers services provided by the COUNTY and shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Purpose:** The purpose of the program funded by this CONTRACT is to prepare eligible participants for entry or re-entry into the labor force by providing training for demand occupations in Orange County. CONTRACTOR shall ensure compliance with this purpose.
3. **Term of Contract:** This effective term of this CONTRACT shall commence on July 1, 2014 and terminate on June 30, 2016, subject to the provisions of this CONTRACT; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. Any subsequent renewals shall be at the discretion of the OCWIB and Orange County Board of Supervisors, unless the COUNTY earlier terminates this CONTRACT pursuant to the provisions contained herein.
4. **Contingency of Funds:** CONTRACTOR acknowledges that the obligations of COUNTY under this CONTRACT are contingent upon the availability of Federal and/or State funds as applicable and inclusion of sufficient funds for the services hereunder remains in effect or operation. The decision of PROJECT MANAGER shall be binding on CONTRACTOR. PROJECT MANAGER shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR's or PROJECT MANAGER's decision.
5. **Program Income:** COUNTY's maximum obligation herein shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTOR pursuant to this CONTRACT.
6. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated this CONTRACT, reduce COUNTY's maximum obligation, or modify the CONTRACT, without penalty to the COUNTY.
7. **Fiscal Accountability:**
 - a. **Financial Management System:** CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:
 1. Information pertaining to tuition rates, payments, and educational assistance payments;
 2. Source documentation to support accounting records; and

3. Proper charging of costs and cost allocation.
- b. CONTRACTOR's Record: CONTRACTOR's records shall be sufficient to:
 1. Permit preparation of required reports;
 2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.
 - c. Costs Charged: Cost shall be charged to this CONTRACT only in accordance with the following:
 1. the Act;
 2. 20 C.F.R. Part 667; and
 3. State implementing legislation
 4. CalWORKS Welfare-to-Work Funds in Accordance with State of California Welfare and Institutions Code
8. **Non-Supplantation of Funds:** Funds provided under this CONTRACT shall only be used for activities which are in addition to those which would otherwise be available in the absence of such funds. CONTRACTOR shall not render services under this CONTRACT to any participant whose cost of training is otherwise paid for by any other person or entity. CONTRACTOR agrees that it shall not use fund received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or COUNTY, funds under any Federal, State, or COUNTY, program without prior written approval from COUNTY PROJECT MANAGER.
9. **Amendments:** The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.
- If COUNTY-initiated changes or changes in laws or government regulations affect price, the CONTRACTOR's ability to deliver services, or the project schedule, the CONTRACTOR shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the CONTRACTOR was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY PROJECT MANAGER, shall require the mutual consent of all PARTIES, and may be prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT.
10. **Nondiscrimination and Compliance Provisions:**
- a. CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed

by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

- b. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.
- c. In the performance of this CONTRACT, CONTRACTOR and its subcontractors shall not deny the CONTRACT's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- d. CONTRACTOR will include the non-discrimination and compliance provisions of this Paragraph of the CONTRACT in all subcontracts to perform work under this CONTRACT.
- e. CONTRACTOR will give written notice of its obligations under this Paragraph of the CONTRACT to labor organizations with which CONTRACTOR has a collective bargaining or other CONTRACT.
- f. CONTRACTOR shall furnish any and all information requested by DIRECTOR and shall permit DIRECTOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

11. Payments:

- a. Tuition Rates. Compensation for the services provided by CONTRACTOR hereunder shall be at a rate that is less than or equal to CONTRACTOR'S published tuition rate in accordance with the State of California Eligible Training Provider List, and shall be disbursed in accordance with the tuition rates set forth in Attachment B, Approved Training Programs. COUNTY shall pay to CONTRACTOR the tuition rate only upon receipt of written verification satisfactory to PROJECT MANAGER that the participant has completed the training program in which he/she was enrolled hereunder. Payments to CONTRACTOR hereunder shall be made in accordance with WIA directives and OCWIB policies.
- b. Educational Assistance. Notwithstanding the foregoing, CONTRACTOR shall timely either (1) deduct from invoices submitted to COUNTY the amounts of such Pell or other Educational Assistance received. At DIRECTOR'S sole option, COUNTY may negotiate the use of Pell or other Educational Assistance awards

to meet the social service need(s) of participant(s), or (2) refund to COUNTY an amount equivalent to any Pell Grant or other Educational Assistance payments received by CONTRACTOR for or on account of any participants enrolled hereunder whose full or partial costs of training are covered by this CONTRACT.

- c. Documentation. CONTRACTOR shall be required to submit the following documentation to PROJECT MANAGER in order to be eligible to receive payment hereunder:
1. Upon enrollment of a participant hereunder, a voucher with an original copy of the referring training voucher for said participant and a copy of the CONTRACTOR'S Enrollment Agreement Form for the participant signed by both the participant and an authorized representative of CONTRACTOR;
 2. To be eligible to receive payment of the rate specified herein, verification satisfactory to the PROJECT MANAGER that the participant completed the training program.
 3. To be eligible to receive payment for training not completed by an enrolled participant, verification of the total number of hours of training actually completed by the participant, as evidenced by time sheets, attendance records signed by the participant, or such other documentation as may be deemed satisfactory proof by DIRECTOR and proof of CONTRACTOR'S tuition refund policy in effect at the time this CONTRACT is executed;

In addition to the foregoing, the County's PROJECT MANAGER shall verify receipt of the participant's WIA Application/Registration Form and WIA Enrollment Form prior to making any payment to CONTRACTOR hereunder.

- d. Total Expenditure. Amount of expenditure by COUNTY under this CONTRACT shall not exceed the sum of \$6,500 for tuition, books, supplies and registration fees per participant training in the occupations described in Attachment B, and as stipulated in Information Notice 12-OCWDA-12 and 12-OCWDA-02 (and any updates thereof).
- e. Withholding Payment. COUNTY reserves the right to withhold or refuse payment for late submission of forms including, but not limited to evidence of insurance as described in Paragraph P hereof and invoices required from CONTRACTOR and/or any referring entity. COUNTY reserves the right to withhold or refuse payment for any portion of services or consideration not rendered by CONTRACTOR and/or received by participant as required hereby.
- f. Compensation Payments. COUNTY also reserves the right to make compensation payments to CONTRACTOR at any time during the period of this CONTRACT. The payment structure may include:
1. Full payment after start date of the training program upon written verification of attendance, or
 2. 50% payment after start date of the training program upon written verification of attendance. The remaining 50% will be paid upon written verification that participant has successfully completed the training program.
 3. In the event the participant does not complete said training, CONTRACTOR will be paid by COUNTY in an amount not exceeding the lesser of (1) the amount that any other student of CONTRACTOR would

be required to pay for uncompleted training in accordance with CONTRACTOR'S tuition refund policy in effect at the time this CONTRACT is made, or (2) the percentage of the full cost to COUNTY of completed training that is equivalent to the percentage of the training program actually completed by the participant. Payments to CONTRACTOR hereunder shall be made in accordance with WIA directives and OCWIB policies.

- g. **Placement Services.** Failure of CONTRACTOR to provide to any participant the placement services following completion of training that are described herein shall be a material breach of this CONTRACT, for which COUNTY may seek all remedies against CONTRACTOR specified in Paragraph 23 hereof, notwithstanding COUNTY'S earlier payment to CONTRACTOR of the full amount specified herein for such participant.
 - h. **Total Cost.** The amount specified in Paragraph 17d hereof shall include all costs associated with training and placement services to be provided by CONTRACTOR pursuant to this CONTRACT. CONTRACTOR shall make no additional claims for costs, charges or fees. Unless otherwise specified herein, CONTRACTOR shall not receive additional payment or any form of additional compensation from COUNTY, OCWIB, individual participants or any other PARTIES for costs associated with any participant's training or placement.
- 12. Performance Standards:** CONTRACTOR must meet the training performance standards that include ENTERED EMPLOYMENT RATE (EER) of 75% and TRAINING-RELATED EMPLOYMENT RATE (TRER) of 75% or TRAINING-RELATED AVERAGE HOURLY WAGE (TRAHW) OF \$15.25 during quarterly performance evaluations, as stipulated in Information Notice 12-OCWDA-11WIA, Training Services Performance Policy. COUNTY reserves the right to suspend referrals to CONTRACTOR at any time the performance standards are not met in line with Information Notice 12-OCWDA-11WIA, Training Services Performance Policy (and any updates thereof).
- 13. Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of DIRECTOR. COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
- 14. Modification of Program Components and Service Levels**
- a. PROJECT MANAGER may at any time, by written order to CONTRACTOR, make changes within the general scope of this CONTRACT, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Approved Training Programs.
- CONTRACTOR and PROJECT MANAGER shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the CONTRACT. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Paragraph 35 of this CONTRACT. Notwithstanding the foregoing, the price of services under this CONTRACT shall not be increased except by written modification of this

CONTRACT indicating the new services and price of this CONTRACT if applicable. Until the PARTIES reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this CONTRACT.

- b. CONTRACTOR may request changes in the scope of performance or services under this CONTRACT, by submitting a written request to PROJECT MANAGER describing the request and its impact on CONTRACTOR's Proposal, Approved Training Programs. CONTRACT MANAGER will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. PROJECT MANAGER's decision whether to approve the request or request Board of Supervisors' approval shall be final. PROJECT MANAGER may approve a request that meets all of the following criteria:
 1. It does not materially change other terms of this CONTRACT, and
 2. It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

15. Access and Records:

- a. Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's SUBCONTRACTORS, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. CONTRACTOR shall insert this condition in each CONTRACT between CONTRACTOR and a SUBCONTRACTOR that is pursuant to this CONTRACT shall require the SUBCONTRACTOR to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by PROJECT MANAGER which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the COUNTY of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.
- b. Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR's office or place of business for the duration of this CONTRACT and thereafter for four (4) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

- c. Liability. CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this CONTRACT.
- d. Without prejudice to any other Paragraph of this CONTRACT, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and State law. However, CONTRACTOR shall submit to COUNTY, the State of California and/or the United States government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.
- e. CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this CONTRACT to sign an agreement with CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this CONTRACT or to those specified in this CONTRACT as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall provide reports and any other information required by COUNTY in the administration of this CONTRACT, and as otherwise permitted by law.
- f. The State of California Information Practices Act of 1977 sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. The disclosure of information from student records is governed by the Federal Family Educational Rights and Privacy Act (FERPA) and in part by the State of California Education Code and CONTRACTOR Policies Applying to the Disclosure of Information and Student Records. It is the purpose of these policies to provide reasonable interpretations of those laws and to protect the student's right to privacy. The Federal Family Educational Rights and Privacy Act (FERPA) is a U.S. federal law that protects the privacy of student records. Generally, this law states schools must have written permission from the student in order to release any information from a student's education record.

The CONTRACTOR shall be guided by the following principles: (1) the release of any personally identifiable student information to any third parties shall be managed in ways that are in compliance with FERPA and (2) the information in the student's file should be disclosed to the student upon request. Therefore, CONTRACTOR shall procure the written consent from students enrolled through the COUNTY allowing CONTRACTOR to disclose to the participants' employer, County of Orange, State of California, or U.S. Department of Labor student information such as grades, academic disputes and other matters related to a student's status as a student. Such consent shall be obtained materially in the form, titled *Family Educational Rights and Privacy Act (FERPA) Authorization to Release Information to a Designated Third Party*.

- g. CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this CONTRACT.
- 16. Breach of Contract:** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
- a. Terminate the CONTRACT immediately, pursuant to Paragraph J herein;
 - b. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
 - c. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
 - d. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.
- 17. CONTRACTOR – Change in Ownership:** The CONTRACTOR agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the COUNTY.
- 18. Conditions Affecting Work:** The CONTRACTOR shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.
- 19. Conflict of Interest – CONTRACTOR’s Personnel:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR’s employees, agents, and relatives; sub-tier CONTRACTORS; and third PARTIES associated with accomplishing work and services hereunder. The CONTRACTOR’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
- 20. Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this contract, employ any COUNTY employee for any purpose.
- 21. Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY

agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

- 22. Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, the COUNTY shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the CONTRACTOR.

- 23. CONTRACTOR Bankruptcy/Insolvency:** If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the CONTRACTOR's insolvency, the COUNTY may terminate this CONTRACT.

- 24. CONTRACTOR Personnel – Reference Checks:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT. CONTRACTOR's employees assigned to this project must meet character standards as demonstrated by reference checks, coordinated by the agency/department issuing this CONTRACT.

- 25. CONTRACTOR's Project Manager and Key Personnel:** CONTRACTOR shall appoint a PROJECT MANAGER to direct the CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This PROJECT MANAGER shall be subject to approval by the COUNTY and shall not be changed without the written consent of the COUNTY's PROJECT MANAGER, which consent shall not be unreasonably withheld.

The CONTRACTOR's PROJECT MANAGER shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the CONTRACTOR's PROJECT MANAGER.

- 26. COUNTY Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of CONTRACT but prior to official award of CONTRACT, the selected CONTRACTOR agrees to furnish to the PROJECT MANAGER, the Purchasing Agent, or the agency/department deputy purchasing agent:

- a. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

27. **Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR in the performance of this contract will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the CONTRACTOR after completion or termination of this contract without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this contract.

28. **Intellectual Property:**

A. **Federal Funding.** In any CONTRACT funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the CONTRACT, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, federal and state governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

B. **Ownership.**

i. Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT.

ii. For the purposes of this CONTRACT, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

a. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced,

photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research

- iii. In the performance of this CONTRACT, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this CONTRACT. In addition, under this CONTRACT, CONTRACTOR may access and utilize certain of COUNTY'S Intellectual Property in existence prior to the effective date of this CONTRACT. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY'S Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other PARTY. If, during the term of this CONTRACT, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license Contract.
- iv. CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY'S exclusive rights in the Intellectual Property, and in assuring COUNTY'S sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any contracts or subcontracts with other parties in order to perform this CONTRACT, CONTRACTOR shall require the terms of the contract(s) to include all Intellectual Property provisions of paragraphs twenty-eight (28)(A) through twenty-eight (28)(I). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT or any subcontract.
- v. Pursuant to paragraph twenty-eight (28)(B)(iv) of the Intellectual Property Provisions of this CONTRACT, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraphs twenty-eight (28)(A) through twenty-eight (28)(I). of the Intellectual Property Provisions in all contracts and subcontracts it enters into with other parties does not apply to contracts or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
- vi. CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably

necessary to acquire, transfer, maintain, and enforce COUNTY'S Intellectual Property rights and interests.

C. Retained Rights/License Rights

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this CONTRACT. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this CONTRACT, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.
- ii. Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this CONTRACT, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraphs twenty-eight (28)(A) through twenty-eight (28)(I). or result in a breach of any provisions of law relating to confidentiality.

D. Copyright.

- i. CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph twenty-eight (28)(B)(ii) (a) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this CONTRACT shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this CONTRACT will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into a contract with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written contract with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT.
- ii. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this CONTRACT that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT may not be reproduced or disseminated without prior written permission from COUNTY.

E. Patent Rights.

With respect to inventions made by CONTRACTOR in the performance of this CONTRACT, which did not result from research and development specifically included in the CONTRACT's Scope of Services, CONTRACTOR hereby grants to COUNTY a license as described under paragraph twenty-eight (28)(C) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the CONTRACT's Scope of Services, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

F. Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this CONTRACT shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY'S prior written approval; and (ii) granting to or obtaining for COUNTY'S, without additional compensation, a license, as described in paragraph twenty-eight (28)(C), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this CONTRACT. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this CONTRACT, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

G. Warranties.

- i. CONTRACTOR represents and warrants that:
 - a. CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this CONTRACT.
 - b. Neither CONTRACTOR's performance of this CONTRACT, nor the exercise by either PARTY of the rights granted in this CONTRACT, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.
 - c. Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - d. CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

- e. CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this CONTRACT.
 - f. CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this CONTRACT for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - g. CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this CONTRACT.
- ii. COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.
- H. Intellectual Property Indemnity
- i. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, DIRECTOR, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or contracts of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY'S use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this CONTRACT. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.
 - ii. Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this CONTRACT become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY'S right to use the licensed Intellectual Property in accordance with this CONTRACT at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any

such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this CONTRACT, without restriction or limitation of any other rights and remedies available at law or in equity.

iii. CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs twenty-eight (28)(A) through twenty-eight (28)(I) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

i. **Survival.**

The provisions set forth herein shall survive any termination or expiration of this CONTRACT or any CONTRACT schedule.

29. Disputes – Contract:

- a. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the CONTRACTOR's PROJECT MANAGER and the COUNTY's PROJECT MANAGER, such matter shall be brought to the attention of the COUNTY CONTRACT MANAGER by way of the following process:
1. The CONTRACTOR shall submit to the agency/department assigned CONTRACT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
 2. The CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the CONTRACTOR believes the COUNTY is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the provision of services under this CONTRACT. The CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the County's PROJECT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the CONTRACTOR's demand, it shall be deemed a final decision adverse to the CONTRACTOR's

contentions. Nothing in this Paragraph shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in Paragraph J herein.

30. **Complaint Handling Procedures:** CONTRACTOR shall comply with the "Complaint Handling Procedures", a copy of which is available from the PROJECT MANAGER. CONTRACTOR shall advise participants of their right to file complaints and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the PROJECT MANAGER for alleging a violation of regulations, grants or other agreements. Any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on CONTRACTOR.

31. **EDD Independent CONTRACTOR Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year attached hereto as Exhibit "F" and incorporated herein by this reference. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent CONTRACTORS. An independent CONTRACTOR is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

32. **Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

33. **Sectarian Activities:** CONTRACTOR certifies that this CONTRACT does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.

- 34. Drug Free Workplace:** CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "B" and incorporated herein by this reference.
- 35. Debarment:** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit "C" and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.
- 36. Lobbying:**
- a. CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "D" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to the PROJECT MANAGER the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "E" and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by CONTRACTOR pursuant to this CONTRACT.
 - b. CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- 37. Fraud:** CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT.
- 38. Standards of Conduct:**
- a. **General Assurance.** Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.

This CONTRACT will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this CONTRACT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
 - b. **Employment of Former State or COUNTY Employees.** CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or COUNTY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this CONTRACT, will not be assigned to any part or phase of the activities conducted pursuant to this CONTRACT for a period of not less than two years following the termination of such employment.
 - c. **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with CONTRACTOR.
 - d. **Conducting Business Involving Close Personal Friends and Associates.** Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this CONTRACT, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being

granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR, a permanent record of the transaction will be retained.

- e. **Avoidance of Conflict of Economic Interest.** No executive or employee of CONTRACTOR, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY.

39. News/Information Release: The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's PROJECT MANAGER.

40. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' PROJECT MANAGERS' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:
Orange County Workforce Investment Board
1300 So. Grand Avenue, Bldg. B, 3rd Floor
Santa Ana, CA 92705

For CONTRACTOR
Santiago Canyon College
8045 East Chapman Ave
Orange, CA 92869

41. Literature / Publicity: Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this CONTRACT shall state that its program, wholly or in part, is funded through COUNTY, State and Federal government funds; are supported by the County of Orange and the Orange County Workforce Investment Board and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

42. Ownership of Documents: The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the CONTRACTOR without the express written consent of the COUNTY.

43. Precedence: The CONTRACT documents consist of this CONTRACT and its exhibits and attachments. In the event of a conflict between or among the CONTRACT

documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the exhibits and attachments.

- 44. Project Manager, COUNTY:** The COUNTY shall appoint a PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this contract. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.

The COUNTY's PROJECT MANAGER shall have the right to require the removal and replacement of the CONTRACTOR's PROJECT MANAGER and key personnel. The COUNTY's PROJECT MANAGER shall notify the CONTRACTOR in writing of such action. The CONTRACTOR shall accomplish the removal within 14 calendar days after written notice by the COUNTY's PROJECT MANAGER. The COUNTY's PROJECT MANAGER shall review and approve the appointment of the replacement for the CONTRACTOR's PROJECT MANAGER and key personnel. Said approval shall not be unreasonably withheld.

- 45. Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY's PROJECT MANAGER and the CONTRACTOR's PROJECT MANAGER will meet on reasonable notice to discuss the CONTRACTOR's performance and progress under this CONTRACT. If requested, the CONTRACTOR's PROJECT MANAGER and other project personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.

- 46. Termination – Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

- 47. Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as PROJECT MANAGER and key personnel attached hereto, prior to submission to the COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and

CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.

Program Specific Terms and Conditions

- 48. Approved Training Programs:** This CONTRACT is based upon the information and representations contained in Attachment B, CONTRACTOR'S Approved Training Programs. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this CONTRACT. The specific program components to be performed by CONTRACTOR and the service levels to be utilized by COUNTY for program evaluation and monitoring include, but are not limited to, those listed in Attachment B hereto. Training to be provided hereunder shall be restricted to those classes and programs described in Attachment B hereto for which at least one participant is enrolled.
- A. **Services:** CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Attachments "A", "B", "C" and "D" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Attachments "A", "B", "C" and "D".
 - B. **Modification of Program Components and Services Levels:** The PARTIES agree that those program components, and service levels detailed in Attachments "A", "B", "C" and/or "D" may be modified upon mutual written agreement of the CONTRACT MANAGER and CONTRACTOR. Should the State of California modify any program component and/or service level detailed in Attachments "A", "B", "C" and/or "D" then the COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements. The PARTIES hereto agree that those program descriptions and costs detailed in Attachment B Approved Training Programs may be modified upon mutual written agreement of the CONTRACT MANAGER and CONTRACTOR so long as the information matches CONTRACTOR information on the Eligible Training Provider List (hereinafter referred to as "ETPL") and the basic goals and objectives of the CONTRACT are not altered.
- 49. Adjustments – Approved Training Programs:** No adjustments made to the Approved Training Programs will be authorized without prior written approval of the COUNTY assigned PROJECT MANAGER.
- 50. Programs and Instructors:**
- a. All programs, courses or classes provided by CONTRACTOR pursuant to this CONTRACT shall be approved by and/or comply with all applicable requirements of the State Department of Education, and/or any other governmental or private entity that controls entry into or the practice of the trade or profession for which said program or classes are designed to train.
 - b. All programs, courses or classes shall remain listed on the ETPL in good standing; failure to remain on the ETPL shall result in termination of this contract.
 - c. CONTRACTOR shall ensure that every instructor involved in the training of participants hereunder shall be qualified to instruct in the program or training component in which he/she acts as an instructor, and that every instructor

required to be certified or licensed is appropriately certified or licensed by the State or other licensing or certifying authority.

51. Participants

- a. Eligibility. Only participants who have been determined to meet all WIA federal eligibility requirements and recipients of CalWORKs financial assistance benefits who are required to participate, or have voluntarily enrolled, in the Welfare To Work program pursuant to State regulations and County policies, shall be enrolled by CONTRACTOR in any occupational training. Determinations that participants meet federal, State and County eligibility requirements shall be made by One-Stop Centers funded by COUNTY, and, when applicable, by WIA Youth Service Providers.
- b. Benefits. Benefits shall be provided to participants in accordance with the standards and requirements set forth in the Act (20 CFR, Part 663).
- c. Rights and Privileges. All participants enrolled in courses pursuant to the CONTRACT shall be entitled to all the rights and privileges to which other CONTRACTOR students are entitled, including, but not limited to, special instruction, use of facilities on CONTRACTOR'S premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. CONTRACTOR'S representatives will provide academic counseling for participants and inform them of CONTRACTOR'S services available to them.
- d. Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.
- e. Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the DIRECTOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY'S procedures for handling complaints which is available from the DIRECTOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

52. Other Requirements:

In its performance under this CONTRACT, CONTRACTOR shall fully comply with the requirements of the following, whether or not otherwise referred to in this CONTRACT:

- a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.
 1. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
 2. CONTRACTOR shall comply with such mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be hereafter amended.
- b. All applicable State statutes, regulations, policies, procedures and directives;
- c. All applicable COUNTY policies, procedures and directives;

- d. All applicable local ordinances and requirements, including use permits and licensing;
- e. Court orders applicable to CONTRACTOR'S operations; and
- f. The terms and conditions of this CONTRACT, including Exhibits and Attachments.

If any of the foregoing requirements are enacted, amended, or revised, CONTRACTOR will comply with such changes or will notify DIRECTOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this CONTRACT, if necessary.

53. Pell Grants/HEA Title IV: If CONTRACTOR provides any services under this CONTRACT to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with COUNTY's PROJECT MANAGER in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform COUNTY's PROJECT MANAGER in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this CONTRACT.

54. Plans and Procedures: CONTRACTOR shall monitor its program for compliance with the provisions of this CONTRACT. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from COUNTY PROJECT MANAGER. Said Policies and Procedures may be modified by COUNTY PROJECT MANAGER upon ten (10) days written notice to CONTRACTOR.

55. Sweatfree Code of Conduct: All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the CONTRACTOR from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under paragraph a of the Sweatfree Code of Conduct.

56. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.

57. **Annual Audit:** CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act, 20 C.F.R. Section 667.200, and 29 CFR Parts 96 and 99. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.
58. **Corporate Status:** All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to COUNTY'S PROJECT MANAGER.

General Terms and Conditions:

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.
- B. **Entire Contract:** This CONTRACT, including Attachments A, B, C and D and Exhibits A, B, C, D, E, and F which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by County's PROJECT MANAGER.
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. **Taxes:** This Paragraph was intentionally left blank
- E. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of

this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "O" and "EE" below, and as more fully described in Paragraph "O", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Paragraph "O" and "EE" below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subCONTRACTORS to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive;

and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.

- N. Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-CONTRACTORS.
- P. Insurance:**

Insurance Provisions

Prior to the provision of services under this contract, the CONTRACTOR agrees to purchase all required insurance, or maintain a program of self-insurance at CONTRACTOR's expense and to deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this contract. In addition, all SUBCONTRACTORS performing work on behalf of CONTRACTOR pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management.

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this contract, the COUNTY may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right

to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the State of California, County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

All insurance policies required by this contract shall give the County of Orange 30 day notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified CONTRACTOR.

COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT. Any increase or decrease in insurance will be as deemed by County of Orange Risk MANAGER as appropriate to adequately protect COUNTY.

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** This Paragraph was intentionally left blank.
- R. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- S. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- V. Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services

are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph "O" and "EE" above, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

- W. Freight:** This Paragraph was intentionally left blank.
- X. Pricing:** The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Approved Training Programs attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.
- Z. Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.

FF. Authority: The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. Employee Eligibility Verification: The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees, consultants and subCONTRACTORS performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employee, consultants and subCONTRACTORS for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

HH. Mutual Indemnification:

1. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT.
2. County agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, employees, agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this CONTRACT.
3. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. Audits/Inspections: CONTRACTOR agrees to permit the COUNTY'S Audit-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of CONTRACTOR for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected with the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.

IN WITNESS WHEREOF, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT-
SANTIAGO CANYON COLLEGE**

By: KI _____
Name: _____
Title: _____
Dated: _____

By: _____
Name: _____
Title: _____
Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____
Steve Franks
OC Community Services

Dated: _____

**APPROVED AS TO FORM
COUNTY COUNSEL**



GENERAL PROGRAM REQUIREMENTS

The General Program Requirements have been designed to provide the framework wherein the Contractor will provide training services to participants who are referred by the Orange County Workforce Investment Act (WIA) One-Stop System and WIA Youth Providers.

1. Governance

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Investment Act (WIA), Orange County Workforce Investment Board Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.

- A. Workforce Investment Act of 1998
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules.
- C. State of California Employment Development Department, WIAD06-15 Workforce Investment Act Eligible Training Provider List Policy and Procedures, and any subsequent updates.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA.
- E. All actions, directives, and policy and procedures issued by OC Community Services/Community Investment Division/Orange County Workforce Investment Board (OCWIB) or staff.
- F. Temporary Aid to Needy Families ("TANF")
- G. California Work Opportunities and Responsibility to Kids (CaWORKs)

2. Approved Training Partner Directory

- A. The WIA requires states to establish a list of training providers that are eligible to receive the WIA funds for training services [WIA Section 122 and 20 CFR 663.500]. Section 134 of the WIA requires that local boards establish a listing of training services and programs that are directly linked to the demand occupations for that area.
- B. The State of California Eligible Training Provider List (ETPL) through CalJobs, identifies approved training programs. Using the ETPL, the COUNTY has established the Approved Training Partner Directory (ATPD).
- C. Training programs listed on the ATPD are specifically selected as those that provide comprehensive training programs in demand occupations and which lead to a certificate, degree, credential, skill or competency.
- D. Contractor may add new training programs on the ATPD so long as the training programs are listed on the ETPL and meet the demand occupation criteria for Orange County. New training programs will be listed on the following month's ATPD.

- E. Training programs that are de-listed from the ETPL will be de-listed from the ATPD.
- 3. Referrals**
- A. Training referrals by the One-Stop System and WIA Youth Providers are based on customer choice.
 - B. Participants who are eligible to receive training services under the WIA as determined by the One-Stop System or WIA Youth Provider shall have an Individual Training Account (ITA) established in their name.
 - C. Participants who are eligible to receive training services under the CalWORKs WTW program as determined by the One-Stop System shall have a Voucher Account established in their name.
 - D. Contractor shall not permit a participant to begin training until the ITA has been approved and Contractor has received official notification from the County.
- 4. Program Costs**
- A. The program costs shall be the same costs listed on the ETPL and ATPD.
 - B. Program costs shall not be updated on the ATPD and the Approved Training Programs (Attachment B) until the ETPL has been modified.
 - C. Tuition increases shall not be applied to WIA and CalWORKs participants enrolled in the training program at the time of the increase.
 - D. The training provider will not be compensated for participants who attended less than 7 business days of the training program.
- 5. Placement Services**
- A. Contractor shall assist students with job placement services.
 - B. Job placement services may include, but are not limited to career counseling; résumé writing; job search assistance; information about or hosting job fairs; interviewing techniques; and job postings.
- 6. Insurance**
- A. Contractor must submit all insurance documentation within 30 days of the expiration date, in accordance with Paragraph P of this Agreement.
 - B. Failure to submit all required insurance documentation may result in the suspension of referrals and tuition payments.
- 7. Payments**
- A. To receive payments for participants who completed their training program, Contractor must submit:
 - 1. Invoice signed by approved school official.
 - 2. Transcripts, copy of certificate, or written verification attached from registrar or other school official verifying participant has completed training.
 - B. To receive payments for participants who attended 8 or more business days of the training program, but did not complete the program. Contractor must submit:
 - 1. Attendance records which verify the number of training hours completed or written verification attached from registrar or other school official verifying last date of attendance.
 - 2. Invoice signed by approved school official.



APPROVED TRAINING PROGRAMS

All programs approved for referrals from the Orange County One-Stop Center and Youth Employment Programs must fulfill the following provisions:

1. Training programs will be listed on the Eligible Training Providers List (ETPL) through CalJobs.
2. Training programs must meet the local demand occupation criteria to be included in the Approved Training Providers Directory (ATPD), meet OCWIB and State ETPL Policies and Procedures.
3. Price increases or decreases must be listed on the ETPL prior to modifying ATPD. Any cost or program changes will not become effective until they occur on ATPD, which is published monthly. It is the responsibility of the Contractor to notify the County/OCWIB of any changes made to ETPL.
4. Compensation for the services provided by Contractor hereunder shall be at a rate that is less than or equal to Contractor's published tuition rate on the List (ETPL). The County will provide compensation based on the Total Cost published in the ATPD at the time the County approves a participant to attend the training course and shall not exceed \$6,500.00 per participant after deduction of Pell or other Education Assistance received.
5. Programs, courses or classes will remain listed on the ETPL in good standing; failure to remain on the ETPL shall result in removal from the ATPD.
6. Training must appear on the ATPD to be eligible for compensation.
7. ATPD is the reference for this scope of work and is updated monthly.



PERFORMANCE STANDARDS

20 CFR 663.535(2)(e) allows local boards to implement performance levels for the local training provider list. The following outlines the performance policy for training providers listed on the Approved Training Partner Directory (ATPD) as according to OCWIB Information Notice, 12-OCWDA-11, and any updates thereof.

1. Quarterly Training Provider Performance

- A. Contractor must have a cumulative quarterly Completion Rate of 75%, a cumulative minimum Entered Employment Rate (EER) of 75%, Training-Related Employment Rate (TRER) of 75% and Training-Related Average Hourly Wage (TRAHW) of \$15.25 for WIA participants for all approved training programs.
- B. The Completion Rate is determined by the number of participants who completed or dropped out of the program divided by the number of participants who completed the program.
- C. The Entered Employment Rate (EER) is determined by the number of students who exited into employment divided by the number of participants who exited during the reporting period determined by the OCWIB.
- D. The Training-Related Employment Rate (TRER) is determined by the number of participants who exited into training-related employment divided by the number of participants who exited into employment during the reporting period determined by the OCWIB.
- E. A training program must achieve two of three measures including 75% EER AND either 75% TRER or \$15.25 TRAHW.
- F. If Contractor's program fails to meet the EER and either TRER or 75% criteria for both the Completion Rate and the Entered Employment Rate for two consecutive quarters; program may be suspended from receiving referrals until the measures meets performance levels. County will complete an administrative review to determine the cause for not meeting performance and determine if suspension of referrals is required.

2. Annual Training Provider Performance

- A. Annual Performance for Completion Rate and Entered Employment Rate will be calculated at the end of each Program Year for all WIA participants.
- B. If Contractor falls below the 75% Completion Rate, 75% EER and either 75% TRER or TRAHW of \$15.25 Rate shall be de-listed from the OCWIB Approved Training Partner Directory.



PELL GRANTS

1. CONTRACTOR'S Financial Aid Officer shall inform COUNTY of the amounts and disposition of all Higher Education Act (HEA) Title IV awards and other types of financial aid to WIA participants.
2. If Pell or HEA Title IV funds are available to a participant whose training is funded pursuant to this agreement, the additional regulations set forth in the Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act Final Rule are applicable and CONTRACTOR shall abide by all said regulations.
3. WIA Regulations 20 CFR Part 663.320 specifically requires that WIA funds are not to be used to pay for the cost of training when Pell Grant funds or other grant assistance is available.
4. WIA participants may enroll in a training program with WIA funds while an application for Pell Grant funds is pending.
5. WIA Regulations 20 CFR Part 663.320 requires that the local workforce investment area (the COUNTY) be reimbursed for the amount of the Pell Grant used for training if the participant's Pell Grant application is approved.
6. Any participant awarded a Pell Grants must be a party to an Agreement between the COUNTY and the CONTRACTOR indicating the portion of the grant to be applied to participant shall be valid.

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT

CERTIFICATION REQUIREMENTS

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the successful SUBRECIPIENT must furnish to the CONTRACT Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the SUBRECIPIENT has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that Rancho Santiago Community College District – Santiago Canyon College is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT # WIA/CW ITA-VTR 14-16-041 with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the SUBRECIPIENT to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

The successful SUBRECIPIENT may use the forms supplied herein, to furnish required information listed above.

**County of Orange Child Support Enforcement
Certification Requirements**

(blank form)

- A. In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- B. In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)

Exhibit A

- C. A certification that the SUBRECIPIENT has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that Rancho Santiago Community College District – Santiago Canyon College is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT # WIA/CW ITA-VTR 14-16-041 with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

X

Authorized Signature Print Name Title

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name

Rancho Santiago Community College District – Santiago Canyon College

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

Official's Name

Orange

Date Executed

Executed in the County of

KI

Contractor or Grantee Recipient Signature and Title

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Rancho Santiago Community College District – Santiago Canyon College

Name

Title

/s/

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

Rancho Santiago Community College District – Santiago Canyon College
Grantee/Contractor Organization

Name

Title

Authorized Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ Actual</p> <p>Planned</p>	<p>13. Type of Payment (check all that apply)</p> <p>a. retainer</p> <p>b. one-time free</p> <p>c. commission</p> <p>d. contingent fee</p> <p>e. deferred</p> <p>f. other specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash</p> <p>b. in-kind: specify: _____</p> <p>nature: _____</p> <p>value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>_____</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No:</p> <p>Date:</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**
Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,

EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor is defined as "an individual who is not an employee of the.....government entity for California purposes and who receives compensation or executes a Contract for services performed for that....government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

N/A EXEMPT

First Name & Middle Initial	Last Name
Social Security No.	
Contract Number	\$ Dollar Value of Contract
Start Date	Expiration Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: August 18, 2014
Re: Approval of Renewal Agreement with the Sheraton Cerritos for the Los Angeles/ Orange County Regional Consortia monthly meetings September-December 2014.	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College was awarded the five-year Los Angeles/Orange County Regional Consortia (LAOCRC) program grant through the State Chancellor's Office. The mission of this regional leadership grant is to bridge the skills and jobs gap by connecting the Community College System to business and industry, educational systems and other stakeholders in the workforce development community of practitioners.

ANALYSIS

Through the LAOCRC grant, the Rancho Santiago Community College District-Santiago Canyon College has been convening monthly meetings for community college workforce development professionals to align programs and curriculum to the needs of business and industry. The monthly meetings have been held at the Sheraton Cerritos- a central location for both Los Angeles and Orange County participants. This request is to continue having the meetings at the Sheraton Cerritos for September -December 2014.

The contract binds RSCCD to a \$1,500.00 minimum food & beverage for three consecutive months (\$4,500 total). The actual cost will be based on the final attendee numbers each month. We expect approximately 100 participants each month, costing \$4,000-\$5,000 monthly including room rental, food & beverage, and audio-visual. The cost would be charged to the LAOCRC grant budget.

RECOMMENDATION

It is recommended that the Board approve the Sheraton Cerritos contract for the Los Angeles-Orange County Regional Consortia (September, November and December 2014) monthly meetings.

Board Date: August 18, 2014
Fiscal Impact: The fiscal impact will be absorbed by the LAOCRC grant budget of \$4,500 minimum food & beverage.
Prepared by: Aracely Mora, Ed.D, Vice President, Academic Affairs Kari Irwin, Director, Business and Career Technical Education
Submitted by: John Weispfenning, Ph.D., President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor



Sheraton Cerritos
HOTEL
TOWNE CENTER
Sheraton Cerritos Hotel

GROUP SALES AGREEMENT

This Agreement is made and entered into as of August 19, 2014, by and between **Interstate Management Company, LLC**, as agent for **Sunstone Court Lessee, Inc, dba Sheraton Cerritos Hotel** (hereinafter referred to as "Hotel") and **Rancho Santiago Community College District** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by **Rancho Santiago Community College District** below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

Company/Organization or Sponsor's Name:	Rancho Santiago Community College District		
Event Name:	LA/OC Regional Consortia		
Contact Name	Peter Hardash / Kari Irwin		
Contact Phone:	Day: 714-628-5051	Fax:	
	Cell:	Email:	irwin kari@sccollege.edu
Contact Address:	8045 E. Chapman Avenue Orange, CA 92869		

SECTION TWO: MEETING ROOM/BALLROOM AND CATERING SERVICES

2.1 **MEETING ROOMS:** Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room(s) space for the specified days/times:

Date	Start Time	End Time	Function	Setup	Agr	Room Rental
Thu, Sept 18, 2014	7:30 AM	8:30 AM	Breakfast	Rounds	25	
	8:00 AM	9:00 AM	Meeting	Existing	25	
	9:00 AM	9:30 AM	Breakfast	Rounds	50	
	9:30 AM	10:30 AM	Meeting	Existing	50	
	10:30 AM	11:30 AM	Meeting	Existing	20	
Thu, Nov 20, 2014	7:30 AM	8:30 AM	Breakfast	Rounds	25	
	8:00 AM	9:00 AM	Meeting	Existing	25	
	9:00 AM	9:30 AM	Breakfast	Rounds	50	
	9:30 AM	10:30 AM	Meeting	Existing	50	
	10:30 AM	11:30 AM	Meeting	Existing	20	
Thu, Dec 18, 2014	7:30 AM	8:30 AM	Breakfast	Rounds	25	
	8:00 AM	9:00 AM	Meeting	Existing	25	
	9:00 AM	9:30 AM	Breakfast	Rounds	50	
	9:30 AM	10:30 AM	Meeting	Existing	50	
	10:30 AM	11:30 AM	Meeting	Existing	20	

- ❖ Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.
 - ❖ If Group requests a specific meeting room that is already booked, Group shall be granted [first] option to occupy the specified room if the group currently occupying the room cancels its agreement. Hotel shall inform Group via telephone that the room is open. Group must respond within five (5) business days or Hotel will be entitled to book another event in the specified room.
 - ❖ Group requests the following set-up of chairs/tables, etc. for the meeting room: as outlined above
 - ❖ Changes or additions made to room set up on day of event will be subject to a minimum labor fee of \$250.00 plus service charge and sales tax. Final cost will be determined by the banquet manager after reviewing the final specifications.
 - ❖ **CHARGES:** Separate breakout space will be available at the rate of \$150.00 per day/breakout as needed. Group has until 30 days prior to each meeting arrival to confirm breakout rooms may release up to 1 (one) breakout room without penalty. Meeting room rental is subject to all applicable local and state taxes. If Group modifies the room block or food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly.
- 2.2 **CATERING SERVICES:** A minimum of \$1,500.00 in food and beverage must be spent at each Group's function per day (the "F&B Revenues") as listed above. These F&B Revenues do not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay

Hotel the full F&B Revenues, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the F&B Revenues.

2.3 FOOD & BEVERAGE POLICY

- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- ❖ Menu prices will be confirmed 2 months prior to scheduled function.
- ❖ Food and beverage prices are subject to a 24% service charge and applicable taxes, subject to change without notice.
- ❖ Final menu selections must be submitted to Hotel's Catering Officer at least 2 weeks in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the General Manager or his designee, Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ The Catering Office must be notified of the guaranteed attendance no later than noon 3 days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Guarantees of attendance are not subject to reduction and Hotel will charge the Group's Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.
- ❖ Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

SECTION THREE: BILLING/CREDIT PROCEDURES

- 3.1 **FUNCTION PAYMENT:** Rancho Santiago Community College District will be responsible for all other charges incurred pursuant to this Agreement, including function room rentals, audio visual charges, catered group food and beverage, and ancillary charges. All charges that are billed through the Hotel via Rancho Santiago Community College District's Master Account will be subject to a 24% service charge plus current state tax. Any remaining balance is to be made in cash, by credit card, certified or bank check, at least seven (7) business days prior to Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges
- 3.2 **MASTER ACCOUNT PAYMENT:** The Hotel must be notified in writing at least forty-five days prior to Group's arrival of those individuals authorized to sign on behalf of the Group for charges to the Master Account.

SIGNING AUTHORITY: The following individual(s) have the proper authority to sign for the Group's Master Account and/or bind the Group:

Name: _____ Signature: _____
Name: _____ Signature: _____

- ❖ **DIRECT BILLING APPROVED:** Direct Billing has been arranged for this event. Please provide any special billing address and contact below.

Contact: Kari Irwin
Company: Rancho Santiago Community College District
Address: 8045 E Chapman Ave, Orange, CA 92869

Any outstanding balance of the Master Account will be due and payable upon receipt of our invoice. If payment is not received within thirty (30) days, a Finance Charge of 1-1/2% per month (18% Annual Rate) [or the maximum allowed by law, whichever is less]* will be added to the unpaid balance commencing on the invoice date.

SECTION FOUR: CANCELLATION/MODIFICATION

- 4.1 **HOTEL'S CANCELLATION:** If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.
- 4.2 **GROUP'S CANCELLATION/MODIFICATION:** Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the services specified in this Agreement and the Hotel has offered special rates and other

Page 2 of 6
Reviewed and Approved By: _____
Rancho Santiago Community College District

concessions based upon anticipated revenues for Group's event. The anticipated revenue includes the revenue from the total revenue received from the food and beverage services Group may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges (the "Total Anticipated Revenues").

If Group decides to cancel this Agreement, reduce the size of Group's meeting and/or attendance, or reduce the amount of food and beverage services, Group agrees that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and /or the cost to the Hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

Attrition: The parties agree that the Group and the Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay a percentage of lost revenues. "Lost Revenues" shall mean:

$$\text{Lost Revenues} = \text{Total Anticipated Revenues} - (\text{actual F\&B Revenues})$$

The Group will be responsible for paying the amount indicated by the chart below:

Percentage of rooms/services not utilized	Group Pays
10% or less	-0-
11 to 30%	40% of Lost Revenues
31 to 60%	60% of Lost Revenues
Over 61%	100% of Lost Revenues

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee per event date, as follows:

Less than 365 days, more than 181 days prior to arrival date: \$375.00 [\$ amount equal to 25% of Lost Revenues]

Less than 180 days, more than 91 days prior to arrival date: \$750.00.00 [\$ amount equal to 50% of Lost Revenues]

Less than 90 days prior to arrival date: \$1,500.00 [\$ amount equal to 100% of Lost Revenues]

- 4.3 **MULTIPLE CONTRACTS:** Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel's sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel's opinion, any term of this Agreement.

SECTION FIVE: MISCELLANEOUS

- 5.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. The hotel prohibits the use of the following including but not limited to, flower petals, glitter, bubbles, confetti, silly string. No displaying or hanging items of any kind on the walls, chandeliers, ceiling, mirrors, wall fixtures and tracking, in the guestrooms or banquet space. Any damages caused as a result of any unauthorized use of décor and/or damages to the walls, fixtures or carpet will be billed to Group and applicable clean up fees may apply. Any items to be brought in and used on hotel property must receive written authorization from the hotel in advance of program commencement.
- 5.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the security services.
- 5.3 **SHIPPING AND PACKAGES:** In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel has no liability for the delivery, security or condition of the packages.
- 5.4 **PARKING:** Hotel parking is complimentary self-parking, no valet services offered.

- 5.5 **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: 12725 Center Court Drive, Cerritos, CA 90703 Attn: Laura Soto. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

SECTION SIX: GENERAL PROVISIONS

- 6.1 **DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.
- 6.2 **GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.
- 6.3 **INSURANCE:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 6.4 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 6.5 **DISPUTE RESOLUTION:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

- 6.6 **ENTIRE AGREEMENT:** This Agreement and any exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 6.7 **MISCELLANEOUS:** The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 6.8 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.
- 6.9 **PAYMENT:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. Any remaining balance is to be made in cash, by credit card, certified or bank check, at least seven (7) business days prior to Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.

- 6.10 **COMPLIANCE WITH LAWS:** Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.
- 6.11 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

SECTION SEVEN: ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to **Tuesday, August 19, 2014**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **Tuesday, August 19, 2014**, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) business days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

**Interstate Management Company, LLC,
AS AGENT FOR Sunstone Court Lessee, Inc,
DBA Sheraton Cerritos Hotel**

LAORC Regional Consortium

By: _____
Signature

By: KI _____
Signature

Name: Laura Soto

Name: Peter Hardash

Title: Sales Manager

Title: Vice Chancellor of Business Operations and Fiscal

Date: _____

Date: _____

DIRECTOR OF CATERING: _____ Initial

STARWOOD PREFERRED PLANNER POINTS

CLIENT ACCEPTED POINTS:

Starwood Preferred Planner points, awarded through the Starwood Preferred Guest Program is available to qualified meeting planners for business contracted through the sales and catering departments of participating Starwood Hotels and Resorts Worldwide, Inc. The client acknowledges that such points have been offered in connection with the rooms and services purchased under this Contract, and that client consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants that he/she is authorized by client to accept such points. Once full payment is received by the Hotel for the rooms and services purchased under this Contract, points will be awarded according to the Starwood Preferred Planner Program Rules to the following person(s) and/or charitable organization(s) up to a maximum of three recipients:

Member Name or Charity Organization	Starwood Preferred Guest Membership Number

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: August 18, 2014
Re: Approval of Amended Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Fiscal Impact	
Action: Request for Approval	

BACKGROUND

This is a request to modify the Master Cost Agreement originally approved at the June 9, 2014, RSCCD Board meeting between the Santiago Canyon College, and the Southwest Carpenters Training Fund/Southern California Carpentry Joint Apprenticeship and Training Committee, SCC 14-006.

ANALYSIS

This modification represents the actual year end positive attendance hours and projected hours for the 2014-2015 fiscal year.

RECOMMENDATION

It is recommended that the Board approve the amended Master Cost Agreement for 2014-2015, as presented.

Fiscal Impact: Approximately, \$125,100 to RSCCD-SCC. Board Date: August 18, 2014 RSCCD-SCC Shall pay the above listed Training Trust a total amount <i>not-to-exceed</i> \$715,000.
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Kari Irwin, Director, Business & Career Technical Education
Submitted by: John Weispfenning, Ph.D., President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: June 9, 2014
Re: Approval of the Southwest Carpenters Training Fund and Southern California Carpentry Joint Apprenticeship and Training Committee Master Cost Agreement	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) has a long-standing, on-going relationship with Southwest Carpenters Training Fund (SCTF) and Southern California Carpentry Joint Apprenticeship and Training Committee (JATC). Southwest Carpenters Training Fund and Southern California Carpentry JATC are formal training programs for students. The purpose for these programs is to provide entry to journey level skills training to SCTF and Southern California Carpentry JATC workforce in the technical, vocational and trades occupations. At the conclusion of the apprenticeship program, students are eligible to receive Certificates of Achievement and Associate of Science Degrees in Carpentry.

ANALYSIS

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) receives \$5.06 per student hour of positive attendance. The student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from the California Budget Act and Section 8150 of the California Education Code with respect to the Related and Supplement Instruction (RSI) formula.

RECOMMENDATION

It is recommended that the Board approve the Master Cost Agreement with the Southwest Carpenters Training Fund (SCTF) and Southern California Carpentry Joint Apprenticeship and Training Trust (JATC) 2014-2015 as presented.

Fiscal Impact: Approximately \$107,000 to RSCCD-SCC.	Board Date: June 9, 2014
The RSCCD-SCC shall pay Southwest Carpenters Training Fund and Southern California Carpentry JATC an amount equal to eighty-five (85%) for each clock hour of teaching time per apprentice. The amount shall not exceed \$610,000.	
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education	
Submitted by: Juan A. Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

MASTER COST AGREEMENT

BETWEEN

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

AND

SOUTHWEST CARPENTERS TRAINING FUND

AND

**SOUTHERN CALIFORNIA CARPENTRY JOINT
APPRENTICESHIP AND TRAINING COMMITTEE**

This Agreement, made and entered into this 1st day of July, 2014, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD and SOUTHWEST CARPENTERS TRAINING FUND hereinafter referred to as FUND and SOUTHERN CALIFORNIA CARPENTRY JOINT APPRENTICESHIP AND TRAINING COMMITTEE hereinafter referred to as SCCJATC:

WITNESSETH:

It is the intent of RSCCD and FUND/SCCJATC to enter into an agreement whereby RSCCD will reimburse the FUND/SCCJATC for instructional materials and curriculum development used by and for RSCCD indentured carpenter apprentices.

ARTICLE I - RECITALS

Whereas, RSCCD provides vocational education and supplemental instruction for the apprentice carpenter in accordance with the provisions of the Labor Code Section 3070 et seq.

Whereas, FUND/SCCJATC is a "joint apprenticeship training council" and "local apprenticeship program sponsor" within the meaning of California Education Code Section 8150 et seq and California Labor Code Section 3074, and

Whereas, RSCCD and FUND/SCCJATC desire to enter into an agreement concerning the calculation and payment of costs pursuant to Labor Code Section 3074 and Education Code 8152.

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of

race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

We affirm that the recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of mental or physical disability. The sponsor will take affirmative action to provide equal opportunity in apprenticeship for persons with disabilities and will operate the apprenticeship program consistent with the requirements of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12100 et seq).

Now, therefore, it is mutually agreed by and between said parties hereto as follows:

ARTICLE II - RESPONSIBILITIES OF RSCCD

1. RSCCD will conduct classes and related instruction for apprentice and journeyman carpenters duly registered with RSCCD.
2. RSCCD will follow course of study approved by the District Board of Trustees based on minimum requirements provided for in the RSCCD college curriculum and SCCJATC'S Training Standards.
3. RSCCD shall arrange for utilizing the instructional staff employed by the FUND/SCCJATC under requirements detailed in Section 53413 of Title 5 of the California Administrative Code. RSCCD has the primary right to control and direct the instructional activities of the instructional staff furnished by FUND/SCCJATC.
4. RSCCD will organize and provide class schedules, register students, maintain records of student attendance and achievements. These records shall be available for review at all times.

ARTICLE III - RESPONSIBILITIES OF FUND/SCCJATC

A. Instruction and Curriculum

1. FUND/SCCJATC shall provide instructor manuals and other teaching aids necessary to instruct the classes.
2. FUND/SCCJATC shall monitor the students, maintain records of work experience education and be responsible for apprentice evaluation and counseling regarding

on-site work experience. These records shall be available to RSCCD and State of California.

3. FUND/SCCJATC shall provide clerical support to maintain training records.
4. FUND/SCCJATC instructors will meet the minimum qualifications for instruction as stated in Section 53413 of Title 5 of the California Administrative Code and will be certified as adjunct instructors for RSCCD. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to maintain the minimum qualifications to teach college-credit apprenticeship courses.
5. FUND/SCCJATC shall provide funds for and administer one (1) instructor workshop annually.

B. Facilities, Equipment and Supplies

1. FUND/SCCJATC shall provide training facilities. Said facilities are hereby designated as off-campus facilities pursuant to Labor Code Section 3074, SCCJATC will be responsible for the maintenance of these facilities.
2. FUND/SCCJATC shall provide, install, and maintain in a safe condition power equipment and hand tools necessary to conduct the instruction program.
3. FUND/SCCJATC shall provide instructional supplies and materials.
4. RSCCD utilizes the following real property, 7111 Firestone Blvd. Ste 137, Buena Park , CA 90621 and 10015 Rose Hills Road # 200, Whittier, CA 90601, costs of which are included in this Master Cost Agreement.

ARTICLE IV - GENERAL PROVISIONS

- A. This Agreement shall commence with the beginning of the fiscal year (July 1, 2014) and will continue until the end of the fiscal year (June 30, 2015), unless earlier terminated by either party in the manner set forth herein.
- B. All persons employed by FUND/SCCJATC and performing services for FUND/SCCJATC shall be solely employees of FUND/SCCJATC and not employees of RSCCD. FUND/SCCJATC shall be solely responsible for the salaries and other benefits including Worker's Compensation of all such personnel.

C. RSCCD shall pay FUND/SCCJATC an amount equal to eighty-five percent (85%) of the amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Carpenters Joint Apprenticeship and Training Committee Fund for Southern California, 533 S. Fremont Ave., Suite 401, Los Angeles, California 90071-1706, within sixty (60) days of the receipt of positive attendance hours. RSCCD assumes all responsibility for the submission and accuracy of positive hours of attendance to the State of California.

D. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
 Business & Career Technical Education Office
 8045 E. Chapman Avenue
 Orange, CA 92869

With a Copy to: Rancho Santiago Community College District
 2323 North Broadway
 Santa Ana, CA 92706
 ATTN: Vice Chancellor
 Business Operations/Fiscal Services
 c/o Contracts Specialist

To FUND: Southwest Carpenters Training Fund
 533 S. Fremont Ave., Suite 401
 Los Angeles, CA 90071-1706

To SCCJATC: Southern California Carpentry Joint Apprenticeship and
 Training Committee
 533 S. Fremont Ave., Suite 401
 Los Angeles, CA 90071-1706

E. 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 losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

- F. Each party shall maintain and secure comprehensive general liability and property damage insurance 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.
- G. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
- H. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - 1. Emergency conditions resulting from acts of God.
 - 2. Non-performance of the terms of this Agreement.
- I. RSCCD agrees to provide SCCJATC with records indicating attendance, income and expenditure data.
- J. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

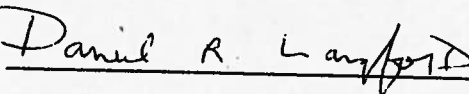
RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT


Peter J. Hardash, Vice Chancellor
Business Operations/Fiscal Affairs

Approved by Governing Board:

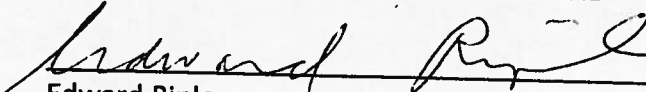
Date: 6/10/14

SOUTHERN CALIFORNIA CARPENTRY JOINT
APPRENTICESHIP AND TRAINING COMMITTEE


Daniel R. Langford

Date: 5/5/2012

SOUTHWEST CARPENTERS TRAINING FUND


Edward Ripley

Date: 5/5/14

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER**

To: Board of Trustees	Date: August 18, 2014
Re: Approval of Consulting Agreement with Orange Unified School District	
Action: Request for Approval	

BACKGROUND

Since 1986, RSCCD has provided college credit and noncredit courses in classrooms owned by the Orange Unified School District (OUSD). In some cases, RSCCD has leased classroom space and in other cases OUSD has provided the classrooms free of charge. This arrangement is to allow the SCC Orange Education Center (SCC-OEC) to provide noncredit classes, primarily English as a Second Language, at OUSD facilities free of charge to RSCCD for the period August 25, 2014 to June 5, 2015.

ANALYSIS

Through this agreement, the OUSD will provide classroom space, free-of-charge, to SCC-OEC to offer noncredit classes. It is anticipated that for the 2014-2015, the instructional cost to offer classes under this agreement will be approximately \$146,880, and the apportionment earned will be approximately \$354,597. Attached is a copy of the required OUSD Consulting Agreement and a copy of the Statement of Work. The details of the Criminal Records Check Fingerprinting Certification and Employee/Volunteer List will be completed as identified needed classes are determined and commence.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Consulting Agreement with OUSD to authorize SCC Orange Education Center to provide noncredit classes at OUSD facilities for the period of August 25, 2014 through June 5, 2015 as presented.

Fiscal Impact: Apportionment	Board Date: August 18, 2014
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: John Weispenning, Ph.D., President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



CONSULTING AGREEMENT

THIS AGREEMENT is made effective on **August 20, 2014**, and it is made by and between **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**, hereafter called "Consultant," and the Orange Unified School District, hereafter called "District."

RECITALS

- A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

1. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Describe Services Here

Attachments to this agreement – please check, if applicable:

- Statement of Work
- Proposal / Price Quotation
- Price / Fee Schedule
- Requirements Summary
- Other attachment described as: _____

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

2. The Consultant will commence providing services under this Agreement on **August 25, 2014**, and will diligently, properly and in full compliance perform as required and complete the performance of services by **June 5, 2015**. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the District's Administrative Services or Purchasing Department in writing.
3. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.

4. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
6. The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed \$-0.00.

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: \$. It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not to exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

6. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.
7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.
 - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or

off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

10. During the term of this Agreement, the Consultant shall maintain liability insurance in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverages prior to the commencement of work.
11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
 - a) Increase dollar amounts;
 - b) Effect administrative changes; and
 - c) Effect other changes as required by law.
16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
17. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.
18. Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Criminal Records Check Fingerprinting Certification" form and submit it to the District.

Authorized representatives of the parties have executed this Agreement as indicated below.

MM

CONSULTANT:

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

DISTRICT:

Orange Unified School District
726 W. Collins Ave.
Orange, CA 92867

(Signature, Authorized Representative)
Peter Hardash, Vice Chancellor
Business Operations/Fiscal Services

(Signature, Authorized Representative)
Claudio (Joe) Sorra
Assistant Superintendent/CBO
Business Services

(SSN or Federal ID number)

714-480-7340

(Telephone)

hardash_peter@rsccd.edu

(Email Address)

7/29/14

(Date)

(Date)

District Board of Education Approval Date: 7/24/14
Attachment: Criminal Records Check Fingerprinting Certification

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

PENAL CODE SECTION 667.5(c)

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

PENAL CODE SECTION 1192.7

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

**CRIMINAL RECORDS CHECK
FINGERPRINTING CERTIFICATION**



To the Governing Board of the Orange Unified School District:

I _____, acknowledge and certify as follows:

(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1810, 1812, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on ____ / ____ / ____

Business Name (if applicable)

Address

Printed Name of Authorized Signer

City, State, Zip

Title of Authorized Signer

Telephone

Authorized Signature

E-Mail Address

**Statement of Work
Rancho Santiago Community College District
2014-2015**

DESCRIPTION OF SERVICE:

Santiago Canyon College will:

- Provide continuing education (noncredit) courses through the Division of Continuing Education at the Orange Education Center (SCC-OEC) at schools and sites operated by Orange Unified School District (OUSD) during the 2014-2015 academic year, beginning on or after August 25, 2014 and ending by June 5, 2015, at no cost to OUSD
- Provide free continuing education English as a Second Language (ESL) courses to students, contingent upon continued state funding and a minimum of twenty (20) students in attendance
- Provide and pay faculty to teach these courses at OUSD schools/sites

OUSD will:

- Provide classroom space at no cost to SCC-OEC
- Allow a minimum of twenty (20) students to be enrolled in each SCC-OEC continuing education (noncredit) course; attendees not to exceed the maximum capacity of the assigned classroom space
- Adhere to SCC-OEC's "Open Entry/Open Exit" course policy
- Permit students referred by SCC-OEC to enroll in SCC-OEC courses held at OUSD schools/sites on a space available basis

Rancho Santiago Comm Coll District

Board Meeting of 08/18/14

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 07/08/14 Thru 07/30/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59986	General Fund Unrestricted	83,213.10	0.00	83,213.10	92*0396136	92*0396229
59987	General Fund Unrestricted	62,946.06	0.00	62,946.06	92*0396230	92*0396327
59988	General Fund Unrestricted	89,912.20	0.00	89,912.20	92*0396328	92*0396424
59989	General Fund Unrestricted	51,532.55	0.00	51,532.55	92*0396425	92*0396524
59990	General Fund Unrestricted	30,922.43	0.00	30,922.43	92*0396525	92*0396587
60000	General Fund Unrestricted	530.00	0.00	530.00	92*0396657	92*0396657
60001	General Fund Unrestricted	7,399.49	0.00	7,399.49	92*0396665	92*0396668
60003	General Fund Unrestricted	2,576.04	0.00	2,576.04	92*0396670	92*0396679
60005	General Fund Unrestricted	8,230.68	0.00	8,230.68	92*0396681	92*0396685
60006	General Fund Unrestricted	17.20	0.00	17.20	92*0396693	92*0396693
60007	General Fund Unrestricted	11,890.00	0.00	11,890.00	92*0396701	92*0396701
60008	General Fund Unrestricted	1,280.32	0.00	1,280.32	92*0396706	92*0396712
60009	General Fund Unrestricted	31,914.00	0.00	31,914.00	92*0396713	92*0396713
60010	General Fund Unrestricted	1,622.00	0.00	1,622.00	92*0396714	92*0396715
60011	General Fund Unrestricted	2,985.00	0.00	2,985.00	92*0396716	92*0396725
60012	General Fund Unrestricted	195.13	0.00	195.13	92*0396726	92*0396730
60016	General Fund Unrestricted	63.14	0.00	63.14	92*0396749	92*0396749
60017	General Fund Unrestricted	375.00	0.00	375.00	92*0396753	92*0396756
60018	General Fund Unrestricted	400.00	0.00	400.00	92*0396766	92*0396766
60022	General Fund Unrestricted	3,067.11	0.00	3,067.11	92*0396780	92*0396788
60029	General Fund Unrestricted	2,287.00	0.00	2,287.00	92*0396826	92*0396828
60030	General Fund Unrestricted	2,641.67	0.00	2,641.67	92*0396830	92*0396832
60031	General Fund Unrestricted	1,118.75	0.00	1,118.75	92*0396841	92*0396843
60033	General Fund Unrestricted	1,773.83	0.00	1,773.83	92*0396852	92*0396858
60035	General Fund Unrestricted	1,144.18	0.00	1,144.18	92*0396875	92*0396875
60036	General Fund Unrestricted	8,019.00	0.00	8,019.00	92*0396876	92*0396880
60037	General Fund Unrestricted	755.00	0.00	755.00	92*0396881	92*0396887
60038	General Fund Unrestricted	14,550.95	0.00	14,550.95	92*0396888	92*0396892
60039	General Fund Unrestricted	9,800.00	0.00	9,800.00	92*0396896	92*0396896
60040	General Fund Unrestricted	1,097.69	0.00	1,097.69	92*0396898	92*0396899
60043	General Fund Unrestricted	6,221.07	0.00	6,221.07	92*0396905	92*0396909
60044	General Fund Unrestricted	524.53	0.00	524.53	92*0396910	92*0396914
60047	General Fund Unrestricted	5,723.39	0.00	5,723.39	92*0396925	92*0396929
60049	General Fund Unrestricted	6,198.91	0.00	6,198.91	92*0396933	92*0396938
60050	General Fund Unrestricted	423.98	0.00	423.98	92*0396940	92*0396943
60054	General Fund Unrestricted	148.00	0.00	148.00	92*0396966	92*0396968
60055	General Fund Unrestricted	70.00	0.00	70.00	92*0396969	92*0396969
60062	General Fund Unrestricted	4,140.61	0.00	4,140.61	92*0396989	92*0396994
60063	General Fund Unrestricted	840.29	0.00	840.29	92*0396995	92*0396999
60066	General Fund Unrestricted	176.12	0.00	176.12	92*0397006	92*0397006
60070	General Fund Unrestricted	1,653.00	0.00	1,653.00	92*0397020	92*0397029

Checks Written for Period 07/08/14 Thru 07/30/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60073	General Fund Unrestricted	14,668.00	0.00	14,668.00	92*0397036	92*0397046
60074	General Fund Unrestricted	832.82	0.00	832.82	92*0397048	92*0397053
60075	General Fund Unrestricted	38.62	0.00	38.62	92*0397058	92*0397058
60076	General Fund Unrestricted	228,587.63	0.00	228,587.63	92*0397059	92*0397065
60078	General Fund Unrestricted	64.26	0.00	64.26	92*0397070	92*0397072
60079	General Fund Unrestricted	363,565.00	0.00	363,565.00	92*0397077	92*0397077
60080	General Fund Unrestricted	1,579.91	0.00	1,579.91	92*0397078	92*0397082
60083	General Fund Unrestricted	2,717.49	0.00	2,717.49	92*0397089	92*0397093
60084	General Fund Unrestricted	1,482.26	0.00	1,482.26	92*0397094	92*0397103
60085	General Fund Unrestricted	83,890.04	0.00	83,890.04	92*0397104	92*0397106
60087	General Fund Unrestricted	5,665.71	0.00	5,665.71	92*0397110	92*0397112
60088	General Fund Unrestricted	53.18	0.00	53.18	92*0397116	92*0397116
60092	General Fund Unrestricted	2,365.31	0.00	2,365.31	92*0397126	92*0397131
60093	General Fund Unrestricted	60,208.10	0.00	60,208.10	92*0397132	92*0397133
60094	General Fund Unrestricted	2,693.34	0.00	2,693.34	92*0397135	92*0397141
60095	General Fund Unrestricted	8,601.38	0.00	8,601.38	92*0397142	92*0397144
60096	General Fund Unrestricted	195.00	0.00	195.00	92*0397146	92*0397148
60098	General Fund Unrestricted	2,915.50	0.00	2,915.50	92*0397151	92*0397160
60102	General Fund Unrestricted	23,680.00	0.00	23,680.00	92*0397171	92*0397172
60103	General Fund Unrestricted	168.61	0.00	168.61	92*0397175	92*0397175
60104	General Fund Unrestricted	3,042.00	0.00	3,042.00	92*0397177	92*0397181
60105	General Fund Unrestricted	913.17	0.00	913.17	92*0397183	92*0397185
60106	General Fund Unrestricted	8,884.00	0.00	8,884.00	92*0397186	92*0397186
60110	General Fund Unrestricted	14,962.20	0.00	14,962.20	92*0397196	92*0397196
60112	General Fund Unrestricted	2,940.05	0.00	2,940.05	92*0397202	92*0397208
60113	General Fund Unrestricted	7,619.96	0.00	7,619.96	92*0397209	92*0397211
60117	General Fund Unrestricted	307.48	0.00	307.48	92*0397218	92*0397218
60118	General Fund Unrestricted	779.15	0.00	779.15	92*0397220	92*0397224
60119	General Fund Unrestricted	823.95	0.00	823.95	92*0397225	92*0397228
60120	General Fund Unrestricted	6,586.63	0.00	6,586.63	92*0397231	92*0397235
60121	General Fund Unrestricted	14,034.76	0.00	14,034.76	92*0397236	92*0397242
60122	General Fund Unrestricted	1,800.00	0.00	1,800.00	92*0397243	92*0397247
60123	General Fund Unrestricted	56,775.00	0.00	56,775.00	92*0397251	92*0397255
60127	General Fund Unrestricted	27,987.02	0.00	27,987.02	92*0397268	92*0397271
60129	General Fund Unrestricted	1,406.96	0.00	1,406.96	92*0397273	92*0397276
60131	General Fund Unrestricted	300.00	0.00	300.00	92*0397284	92*0397284
60132	General Fund Unrestricted	39,600.00	0.00	39,600.00	92*0397287	92*0397288
60133	General Fund Unrestricted	2,700.50	0.00	2,700.50	92*0397289	92*0397298
60134	General Fund Unrestricted	940.60	0.00	940.60	92*0397299	92*0397302
60135	General Fund Unrestricted	17,895.68	0.00	17,895.68	92*0397304	92*0397306
60136	General Fund Unrestricted	105,601.24	0.00	105,601.24	92*0397307	92*0397309

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60137	General Fund Unrestricted	673.52	0.00	673.52	92*0397310	92*0397313
60138	General Fund Unrestricted	102.61	0.00	102.61	92*0397318	92*0397318
60139	General Fund Unrestricted	1,760,503.46	0.00	1,760,503.46	92*0397319	92*0397321
60140	General Fund Unrestricted	2,025.50	0.00	2,025.50	92*0397322	92*0397323
60141	General Fund Unrestricted	1,324.17	0.00	1,324.17	92*0397325	92*0397330
60142	General Fund Unrestricted	1,144.08	0.00	1,144.08	92*0397335	92*0397335
60146	General Fund Unrestricted	6,073.22	0.00	6,073.22	92*0397347	92*0397347
60147	General Fund Unrestricted	9,246.28	0.00	9,246.28	92*0397348	92*0397353
60148	General Fund Unrestricted	541.68	0.00	541.68	92*0397354	92*0397356
60149	General Fund Unrestricted	686.15	0.00	686.15	92*0397361	92*0397363
60150	General Fund Unrestricted	8,000.00	0.00	8,000.00	92*0397369	92*0397369
60151	General Fund Unrestricted	2,175.00	0.00	2,175.00	92*0397373	92*0397384
60152	General Fund Unrestricted	26,525.00	0.00	26,525.00	92*0397385	92*0397385
60155	General Fund Unrestricted	463.00	0.00	463.00	92*0397390	92*0397391
Total Fund 11 General Fund Unrestricted		<u>\$3,399,735.60</u>	<u>\$0.00</u>	<u>\$3,399,735.60</u>		

Checks Written for Period 07/08/14 Thru 07/30/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59999	General Fund Restricted	19,605.39	0.00	19,605.39	92*0396652	92*0396656
60000	General Fund Restricted	4,930.00	0.00	4,930.00	92*0396658	92*0396658
60001	General Fund Restricted	11,759.95	0.00	11,759.95	92*0396659	92*0396664
60003	General Fund Restricted	2,255.29	0.00	2,255.29	92*0396671	92*0396677
60004	General Fund Restricted	150,623.76	0.00	150,623.76	92*0396680	92*0396680
60005	General Fund Restricted	13,856.55	0.00	13,856.55	92*0396684	92*0396687
60006	General Fund Restricted	2,483.37	0.00	2,483.37	92*0396688	92*0396697
60007	General Fund Restricted	56,691.77	0.00	56,691.77	92*0396698	92*0396705
60008	General Fund Restricted	1,927.22	0.00	1,927.22	92*0396707	92*0396710
60016	General Fund Restricted	360.00	0.00	360.00	92*0396748	92*0396748
60017	General Fund Restricted	2,326.92	0.00	2,326.92	92*0396750	92*0396759
60018	General Fund Restricted	6,847.34	0.00	6,847.34	92*0396760	92*0396767
60019	General Fund Restricted	165.70	0.00	165.70	92*0396768	92*0396775
60020	General Fund Restricted	40,358.98	0.00	40,358.98	92*0396776	92*0396776
60030	General Fund Restricted	12,676.07	0.00	12,676.07	92*0396829	92*0396835
60031	General Fund Restricted	2,689.41	0.00	2,689.41	92*0396836	92*0396844
60032	General Fund Restricted	2,428.37	0.00	2,428.37	92*0396845	92*0396851
60033	General Fund Restricted	542.19	0.00	542.19	92*0396854	92*0396857
60034	General Fund Restricted	2,242.07	0.00	2,242.07	92*0396859	92*0396868
60035	General Fund Restricted	5,697.74	0.00	5,697.74	92*0396869	92*0396872
60037	General Fund Restricted	3,140.00	0.00	3,140.00	92*0396883	92*0396886
60039	General Fund Restricted	24,177.68	0.00	24,177.68	92*0396893	92*0396895
60040	General Fund Restricted	3,216.93	0.00	3,216.93	92*0396900	92*0396900
60043	General Fund Restricted	65.34	0.00	65.34	92*0396906	92*0396908
60044	General Fund Restricted	14.91	0.00	14.91	92*0396915	92*0396915
60045	General Fund Restricted	107,314.59	0.00	107,314.59	92*0396916	92*0396919
60047	General Fund Restricted	12,932.27	0.00	12,932.27	92*0396922	92*0396927
60048	General Fund Restricted	47,811.09	0.00	47,811.09	92*0396930	92*0396932
60049	General Fund Restricted	8,353.58	0.00	8,353.58	92*0396936	92*0396937
60050	General Fund Restricted	2,502.77	0.00	2,502.77	92*0396939	92*0396947
60051	General Fund Restricted	43,500.00	0.00	43,500.00	92*0396948	92*0396951
60054	General Fund Restricted	2,331.64	0.00	2,331.64	92*0396960	92*0396967
60055	General Fund Restricted	573.66	0.00	573.66	92*0396970	92*0396970
60060	General Fund Restricted	246.87	0.00	246.87	92*0396982	92*0396983
60061	General Fund Restricted	54,208.68	0.00	54,208.68	92*0396984	92*0396986
60062	General Fund Restricted	2,067.85	0.00	2,067.85	92*0396987	92*0396993
60064	General Fund Restricted	5,780.86	0.00	5,780.86	92*0397000	92*0397001
60065	General Fund Restricted	15,686.00	0.00	15,686.00	92*0397002	92*0397005
60066	General Fund Restricted	1,781.90	0.00	1,781.90	92*0397007	92*0397014
60068	General Fund Restricted	61,593.00	0.00	61,593.00	92*0397016	92*0397017
60071	General Fund Restricted	4,259.23	0.00	4,259.23	92*0397030	92*0397032

Checks Written for Period 07/08/14 Thru 07/30/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60074	General Fund Restricted	1,041.19	0.00	1,041.19	92*0397047	92*0397055
60078	General Fund Restricted	215.00	0.00	215.00	92*0397071	92*0397073
60080	General Fund Restricted	1,893.44	0.00	1,893.44	92*0397079	92*0397081
60084	General Fund Restricted	1,319.77	0.00	1,319.77	92*0397095	92*0397102
60086	General Fund Restricted	7,565.32	0.00	7,565.32	92*0397107	92*0397109
60088	General Fund Restricted	1,231.79	0.00	1,231.79	92*0397113	92*0397119
60091	General Fund Restricted	12,423.02	0.00	12,423.02	92*0397124	92*0397124
60092	General Fund Restricted	477.37	0.00	477.37	92*0397125	92*0397125
60094	General Fund Restricted	1,820.18	0.00	1,820.18	92*0397134	92*0397139
60095	General Fund Restricted	6,210.00	0.00	6,210.00	92*0397145	92*0397145
60096	General Fund Restricted	10.09	0.00	10.09	92*0397149	92*0397149
60097	General Fund Restricted	14,400.00	0.00	14,400.00	92*0397150	92*0397150
60101	General Fund Restricted	8,560.70	0.00	8,560.70	92*0397166	92*0397168
60102	General Fund Restricted	20,969.20	0.00	20,969.20	92*0397169	92*0397170
60103	General Fund Restricted	440.50	0.00	440.50	92*0397173	92*0397176
60105	General Fund Restricted	1,860.80	0.00	1,860.80	92*0397182	92*0397184
60106	General Fund Restricted	10,000.00	0.00	10,000.00	92*0397187	92*0397187
60109	General Fund Restricted	3,710.38	0.00	3,710.38	92*0397191	92*0397195
60111	General Fund Restricted	2,562.37	0.00	2,562.37	92*0397197	92*0397201
60118	General Fund Restricted	328.50	0.00	328.50	92*0397219	92*0397219
60119	General Fund Restricted	1,441.98	0.00	1,441.98	92*0397229	92*0397230
60122	General Fund Restricted	1,066.73	0.00	1,066.73	92*0397244	92*0397250
60123	General Fund Restricted	10,000.00	0.00	10,000.00	92*0397254	92*0397254
60129	General Fund Restricted	1,860.12	0.00	1,860.12	92*0397274	92*0397275
60130	General Fund Restricted	1,727.43	0.00	1,727.43	92*0397277	92*0397281
60131	General Fund Restricted	2,581.42	0.00	2,581.42	92*0397282	92*0397286
60135	General Fund Restricted	1,365.00	0.00	1,365.00	92*0397303	92*0397303
60137	General Fund Restricted	347.42	0.00	347.42	92*0397311	92*0397312
60138	General Fund Restricted	2,240.62	0.00	2,240.62	92*0397314	92*0397317
60141	General Fund Restricted	1,783.47	0.00	1,783.47	92*0397326	92*0397332
60142	General Fund Restricted	5,989.58	0.00	5,989.58	92*0397333	92*0397337
60147	General Fund Restricted	3,852.20	0.00	3,852.20	92*0397350	92*0397352
60148	General Fund Restricted	3,237.33	0.00	3,237.33	92*0397357	92*0397359
60149	General Fund Restricted	692.91	0.00	692.91	92*0397360	92*0397365
60150	General Fund Restricted	14,323.46	0.00	14,323.46	92*0397366	92*0397372
60152	General Fund Restricted	26,852.88	0.00	26,852.88	92*0397386	92*0397386
Total Fund 12 General Fund Restricted		<u>\$918,429.11</u>	<u>\$0.00</u>	<u>\$918,429.11</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
59998	GF Unrestricted One-Time Func	44,967.23	0.00	44,967.23	92*0396646	92*0396651
60003	GF Unrestricted One-Time Func	10.04	0.00	10.04	92*0396672	92*0396672
60005	GF Unrestricted One-Time Func	5,130.00	0.00	5,130.00	92*0396682	92*0396682
60020	GF Unrestricted One-Time Func	10,339.00	0.00	10,339.00	92*0396777	92*0396778
60021	GF Unrestricted One-Time Func	125,933.15	0.00	125,933.15	92*0396779	92*0396779
60035	GF Unrestricted One-Time Func	4,990.68	0.00	4,990.68	92*0396873	92*0396874
60038	GF Unrestricted One-Time Func	11,719.49	0.00	11,719.49	92*0396889	92*0396890
60039	GF Unrestricted One-Time Func	9,206.94	0.00	9,206.94	92*0396897	92*0396897
60041	GF Unrestricted One-Time Func	228,017.99	0.00	228,017.99	92*0396901	92*0396901
60042	GF Unrestricted One-Time Func	91,485.74	0.00	91,485.74	92*0396902	92*0396904
60044	GF Unrestricted One-Time Func	474.34	0.00	474.34	92*0396912	92*0396913
60046	GF Unrestricted One-Time Func	94,625.68	0.00	94,625.68	92*0396920	92*0396921
60047	GF Unrestricted One-Time Func	5,771.61	0.00	5,771.61	92*0396923	92*0396923
60051	GF Unrestricted One-Time Func	10,000.00	0.00	10,000.00	92*0396949	92*0396949
60060	GF Unrestricted One-Time Func	11,729.96	0.00	11,729.96	92*0396981	92*0396981
60067	GF Unrestricted One-Time Func	23,091.98	0.00	23,091.98	92*0397015	92*0397015
60075	GF Unrestricted One-Time Func	2,087.22	0.00	2,087.22	92*0397056	92*0397057
60077	GF Unrestricted One-Time Func	28,674.24	0.00	28,674.24	92*0397066	92*0397069
60078	GF Unrestricted One-Time Func	877.90	0.00	877.90	92*0397074	92*0397076
60103	GF Unrestricted One-Time Func	747.17	0.00	747.17	92*0397174	92*0397174
60128	GF Unrestricted One-Time Func	15,333.96	0.00	15,333.96	92*0397272	92*0397272
60138	GF Unrestricted One-Time Func	54.00	0.00	54.00	92*0397315	92*0397315
60140	GF Unrestricted One-Time Func	1,670.80	0.00	1,670.80	92*0397324	92*0397324
Total Fund 13 GF Unrestricted One-Time		<u>\$726,939.12</u>	<u>\$0.00</u>	<u>\$726,939.12</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60013	Child Development Fund	638.95	0.00	638.95	92*0396731	92*0396737
60014	Child Development Fund	6,527.54	0.00	6,527.54	92*0396738	92*0396743
60015	Child Development Fund	7,826.02	0.00	7,826.02	92*0396744	92*0396747
60023	Child Development Fund	24,365.43	0.00	24,365.43	92*0396789	92*0396799
60052	Child Development Fund	2,358.80	0.00	2,358.80	92*0396952	92*0396954
60081	Child Development Fund	1,147.13	0.00	1,147.13	92*0397083	92*0397086
60089	Child Development Fund	1,110.85	0.00	1,110.85	92*0397120	92*0397122
60099	Child Development Fund	2,214.38	0.00	2,214.38	92*0397161	92*0397164
60124	Child Development Fund	3,297.29	0.00	3,297.29	92*0397256	92*0397261
60143	Child Development Fund	2,991.79	0.00	2,991.79	92*0397338	92*0397344
Total Fund 33 Child Development Fund		<u>\$52,478.18</u>	<u>\$0.00</u>	<u>\$52,478.18</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60028	Capital Outlay Projects Fund	9,594.39	0.00	9,594.39	92*0396823	92*0396825
60056	Capital Outlay Projects Fund	16,195.48	0.00	16,195.48	92*0396971	92*0396977
60058	Capital Outlay Projects Fund	119,265.43	0.00	119,265.43	92*0396979	92*0396979
60072	Capital Outlay Projects Fund	74,011.85	0.00	74,011.85	92*0397033	92*0397035
60090	Capital Outlay Projects Fund	16,407.80	0.00	16,407.80	92*0397123	92*0397123
60115	Capital Outlay Projects Fund	48,800.64	0.00	48,800.64	92*0397216	92*0397216
60126	Capital Outlay Projects Fund	273,723.24	0.00	273,723.24	92*0397265	92*0397267
60145	Capital Outlay Projects Fund	7,850.00	0.00	7,850.00	92*0397346	92*0397346
60154	Capital Outlay Projects Fund	8,806.00	0.00	8,806.00	92*0397388	92*0397389
Total Fund 41 Capital Outlay Projects Fu		<u>\$574,654.83</u>	<u>\$0.00</u>	<u>\$574,654.83</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60002	Bond Fund, Measure E	96,250.00	0.00	96,250.00	92*0396669	92*0396669
60024	Bond Fund, Measure E	44,962.87	0.00	44,962.87	92*0396800	92*0396802
60025	Bond Fund, Measure E	41,676.80	0.00	41,676.80	92*0396803	92*0396809
60026	Bond Fund, Measure E	27,974.75	0.00	27,974.75	92*0396810	92*0396817
60027	Bond Fund, Measure E	103,984.00	0.00	103,984.00	92*0396818	92*0396822
60053	Bond Fund, Measure E	59,543.84	0.00	59,543.84	92*0396955	92*0396959
60057	Bond Fund, Measure E	50,160.00	0.00	50,160.00	92*0396978	92*0396978
60082	Bond Fund, Measure E	4,600.55	0.00	4,600.55	92*0397087	92*0397088
60100	Bond Fund, Measure E	2,527.40	0.00	2,527.40	92*0397165	92*0397165
60107	Bond Fund, Measure E	4,312.00	0.00	4,312.00	92*0397188	92*0397189
60108	Bond Fund, Measure E	8,250.00	0.00	8,250.00	92*0397190	92*0397190
60114	Bond Fund, Measure E	62,440.00	0.00	62,440.00	92*0397212	92*0397215
60125	Bond Fund, Measure E	18,448.02	0.00	18,448.02	92*0397262	92*0397264
60144	Bond Fund, Measure E	1,503.36	0.00	1,503.36	92*0397345	92*0397345
60153	Bond Fund, Measure E	39,505.49	0.00	39,505.49	92*0397387	92*0397387
Total Fund 42 Bond Fund, Measure E		<u>\$566,139.08</u>	<u>\$0.00</u>	<u>\$566,139.08</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
60059	Property and Liability Fund	17,924.66	0.00	17,924.66	92*0396980	92*0396980
60069	Property and Liability Fund	116,892.00	0.00	116,892.00	92*0397018	92*0397019
Total Fund 61 Property and Liability Fund		<u><u>\$134,816.66</u></u>	<u><u>\$0.00</u></u>	<u><u>\$134,816.66</u></u>		

60116	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0397217	92*0397217
Total Fund 62 Workers' Compensation Fu		<u><u>\$1,837.50</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,837.50</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,399,735.60
Total Fund 12 General Fund Restricted	918,429.11
Total Fund 13 GF Unrestricted One-Time Fund	726,939.12
Total Fund 33 Child Development Fund	52,478.18
Total Fund 41 Capital Outlay Projects Fund	574,654.83
Total Fund 42 Bond Fund, Measure E	566,139.08
Total Fund 61 Property and Liability Fund	134,816.66
Total Fund 62 Workers' Compensation Fund	1,837.50
Grand Total:	<u><u>\$6,375,030.08</u></u>

Checks Written for Period 07/05/14 Thru 07/30/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
311407212	Bookstore Fund	5,593.96	0.00	5,593.96	31*0104544	31*0104548
311407319	Bookstore Fund	691.99	0.00	691.99	31*0104549	31*0104549
311407426	Bookstore Fund	130,854.02	16,036.32	114,817.70	31*0104550	31*0104597
311407530	Bookstore Fund	67,671.25	0.00	67,671.25	31*0104598	31*0104625
Total Fund 31 Bookstore Fund		<u>\$204,811.22</u>	<u>\$16,036.32</u>	<u>\$188,774.90</u>		

Checks Written for Period 07/05/14 Thru 07/30/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
711407212	Associated Students Fund	550.00	0.00	550.00	71*0007227	71*0007231
711407319	Associated Students Fund	1,718.50	0.00	1,718.50	71*0007232	71*0007257
Total Fund 71 Associated Students Fund		<u><u>\$2,268.50</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,268.50</u></u>		

Checks Written for Period 07/05/14 Thru 07/30/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
761407319	Community Education Fund	1,836.00	0.00	1,836.00	76*0006521	76*0006521
761407426	Community Education Fund	12,679.66	0.00	12,679.66	76*0006522	76*0006528
Total Fund 76 Community Education Fund		<u><u>\$14,515.66</u></u>	<u><u>\$0.00</u></u>	<u><u>\$14,515.66</u></u>		

Checks Written for Period 07/05/14 Thru 07/30/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
791407212	Diversified Trust Fund	789.74	0.00	789.74	79*0018669	79*0018673
791407319	Diversified Trust Fund	2,051.79	0.00	2,051.79	79*0018674	79*0018681
791407426	Diversified Trust Fund	38,642.98	0.00	38,642.98	79*0018682	79*0018691
Total Fund 79 Diversified Trust Fund		<u>\$41,484.51</u>	<u>\$0.00</u>	<u>\$41,484.51</u>		

Checks Written for Period 07/05/14 Thru 07/30/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
811407212	Diversified Agency Fund	5,747.46	0.00	5,747.46	81*0044668	81*0044681
811407426	Diversified Agency Fund	15,149.85	0.00	15,149.85	81*0044682	81*0044697
Total Fund 81 Diversified Agency Fund		<u>\$20,897.31</u>	<u>\$0.00</u>	<u>\$20,897.31</u>		

SUMMARY

Total Fund 31 Bookstore Fund	188,774.90
Total Fund 71 Associated Students Fund	2,268.50
Total Fund 76 Community Education Fund	14,515.66
Total Fund 79 Diversified Trust Fund	41,484.51
Total Fund 81 Diversified Agency Fund	20,897.31
Grand Total:	<u><u>\$267,940.88</u></u>

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Public Hearing for the 2014-2015 Proposed Adopted Budget	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

The adoption of the 2014-2015 Rancho Santiago Community College District budget is scheduled for the September 8, 2014 Board meeting. In accordance with the CCR Title 5, Section 58301, the governing board of each district shall hold a public hearing on the proposed adopted budget prior to the adoption of the proposed budget. This will provide members of the public with advanced notice of the public hearing at the September 8th Board meeting.

The proposed 2014-2015 Adopted Budget will be available for public display and review September 3rd through September 5th at the District Office, 2323 N. Broadway, on the 4th floor reception area between the hours of 8:00 a.m. and 5:00 p.m. The public hearing is scheduled on September 8, 2014 at the regularly scheduled Board of Trustees meeting at 4:30 p.m. in the RSCCD Boardroom (107), 2323 N. Broadway, Santa Ana CA. 92706.

RECOMMENDATION

It is recommended that the Board of Trustees hold a public hearing on the 2014-2015 proposed Adopted Budget at the September 8, 2014 Board of Trustee meeting.

Fiscal Impact:	Not Applicable	Board Date: August 18, 2014
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To: Board of Trustees	Date: August 18, 2014
Re: Approval of the 2014/15 Proposed Adopted Budget Assumptions	
Action: Request for Discussion	

BACKGROUND

At the June 9th Board of Trustees meeting, the Board requested discussion of the 2014/15 Budget Assumptions at the July and August meetings. Discussion was held at the July 21st meeting. At this meeting it is recommended the Board review and update the assumptions and provide additional feedback for use in completing the Proposed Adopted Budget.

ANALYSIS

The Proposed Adopted Budget Assumptions have been revised with the latest known impacts of the 2014/15 enacted state budget based on the “Blue Book” handed out at the Chancellor’s Office Budget Workshop on July 30, 2014. There are still some estimates and unknown impacts that may be clarified prior to adoption of the budget at the September 8, 2014 Board of Trustees meeting.

The revenue assumptions include a Cost of Living Adjustment (COLA) of 0.85%, a restoration/access/growth increase of 2.75%, and an estimated deficit factor based on 2013/14 P2 of -1.72%, or \$2.3 million. They also include a one-time expected reimbursement for Mandated Costs of \$900,000. The revenue assumptions net approximately \$4.6 million in additional funding. The state budget also includes increased allocations to Student Services programs including Student Success and Support Program (SSSP), formerly Matriculation and DSPS, as well as allocations for Scheduled Maintenance/Instructional Equipment, Energy Efficiency, and Adult Education/Apprenticeship.

The expense assumptions net approximately \$6.9 million in additional ongoing costs including step and column movement, health and welfare benefits cost increases, the hiring of twenty-two new full-time faculty positions (in addition to eleven replacement positions), increased cost of utilities and Information Technology Services contract escalation costs. They also include a transfer of up to \$350,000 contribution from the unrestricted general fund to the child development fund. These assumptions project a planned spend down of the Budget Stabilization Fund of approximately \$5.1 million.

RECOMMENDATION

It is recommended that the Board of Trustees approve the updated Adopted Budget Assumptions for the 2014/15 fiscal year as presented.

Fiscal Impact: TBD	Board Date: August 18, 2014
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
UNRESTRICTED GENERAL FUND
DRAFT 2014-15 Adopted Budget Assumptions
August 11, 2014**

I. State Revenue

A. Budgeting will continue to utilize the District's Budget Allocation Model Based on SB 361, modified if necessary using the Budget Stabilization Fund.

B. FTES Workload Measure Assumptions:

Year	Base	Actual	Funded	Actual Growth
2010/11	29,961.80	30,515.15	30,515.15	1.85%
2011/12	28,182.19	27,711.41	27,711.41	-9.95%
2012/13	a 27,711.41	28,185.04	28,185.04	1.71%
2013/14	b 28,185.04	28,628.08	c 28,628.08	P3 est. 1.57%

a - based on 2012/13 Recalculation received 2/6/2014

b - based on 2013/14 P2 received 6/18/2014

c - based on 2013/14 P3 320 submitted 7/15/2014

The state budget includes 2.75% Restoration/Access/Growth funding and .85% COLA.

Projected COLA of 0.85%	\$1,138,982	
Projected Restoration/Access/Growth 2.75% (Est.)	3,684,941	
Projected Increase in Deficit (Estimated at 1.72%)	(1,038,825)	(Total Deficit of \$2,385,181 based on P2)
Base Increase for 2014/15	<u>\$3,785,098</u>	

2014/15 Est. 2.75% R/A/Growth for FTES planning 29,415

- C. Education Protection Account (EPA) funding estimated at \$21,783,177 based on 2014/15 Advanced Apportionment. These are not additional funds, rather the EPA is only a portion of general purpose funds that offsets what would otherwise be state aid in the apportionments. Our intention is to charge a portion of faculty salaries against this funding source in compliance with EPA requirements.
- D. Unrestricted lottery is projected at \$128 per FTES (\$3,720,335). Restricted lottery at \$34 per FTES (\$988,214). (2013/14 P-annual of resident & nonresident factored FTES, 29,065.12 x 128 = \$3,720,335 unrestricted lottery; 29,065.12 x 34 = \$988,214. Increase in unrestricted revenue of \$114,570.
- E. Estimated reimbursement for part-time faculty compensation is estimated at \$691,647 (2014/15 advance app.). Unchanged.
- F. Categorical programs will continue to be budgeted separately; self-supporting, matching revenues and expenditures. No COLA has been proposed by the Governor for categorical programs. If the district were to settle with all bargaining groups for a COLA, this will increase expenditures without increased revenues for these categorical programs. Other categorical reductions would therefore be required to remain in balance with state funding. The colleges will need to budget for any program match requirements using unrestricted funds. Finalized match requirements for 2014/15 SSSP is at 2:1 for all funds. Total increased amount of restricted state revenue of \$2.8 million and therefore additional match is required. Both colleges have indicated that they have identified qualified expenditures to meet this match requirement.
- G. BOG fee waivers 2% administration funding estimated at 2014/15 advance apportionment of \$250,674. Slight Increase.
- H. Mandates Block Grant reduced systemwide, estimated at a total budget of \$740,000. Decrease of \$10,000. In addition with a one-time \$49.5 million allocation statewide for past Mandated Cost reimbursement, we expect to receive \$900,000.

II. Local Revenue

- I. Non-Resident Tuition budgeted at \$1,500,000. Decrease of \$100,000.
- J. Interest earnings estimated at \$120,000. Decrease of \$30,000.
- K. Other miscellaneous income (includes fines, fees, rents, etc.) is estimated at \$337,147. Slight Decrease.
- L. Apprenticeship revenue estimated at \$1,389,971 (2014/15 advance apportionment). Unchanged.
- M. Scheduled Maintenance/Instr. Equipment allocation estimated at \$3.8 million (no match required for 2014/15).
- N. Energy Efficiency/Prop 39 revenue is estimated at \$816,070. Decrease from 2013/14.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
UNRESTRICTED GENERAL FUND
DRAFT 2014-15 Adopted Budget Assumptions
August 11, 2014

III. Appropriations and Expenditures

- A. The Adopted Base Budget for 2014/15 will begin with a rollover in total 2013/14 Adopted Budget by site, as allocated by budget center. The 2014/15 Adopted Budget will be balanced if necessary by using a portion of the Budget Stabilization Fund.
- B. The Cost of Living Allowance (COLA) revenue (estimated at 0.85%, \$1.139 million) will be set aside in Institutional Cost expenditure accounts subject to collective bargaining.
- C. Step and column movement is budgeted at an additional cost of approximately \$1.2 million including benefits.
- D. Health and Welfare benefit premium cost increase finalized at 8.2% is an additional cost of approximately \$1,200,000 for active employees and an additional cost of \$450,000 for retirees, for a combined increase of \$1,650,000. State Unemployment Insurance local experience charges are estimated at \$250,000 (2013/14 budgeted amount). Unchanged. CalPERS employer contribution rate will increase in 2014/15 from 11.442% to 11.771% for an increase of \$98,700.
(Note: The cost of each 1% increase in the PERS rate is approximately \$300,000.)
CalSTRS rate will increase by 0.63% to 8.88% in 2014/15 for an increase of \$346,500, with large increases through 2020/21.
(Note: The cost of each 1% increase in the STRS rate is approximately \$550,000.)
- E. The full-time faculty obligation (FON) for Fall 2014 is estimated at 334.80. Although districts have not been required to comply with this requirement for several years due to the budget crisis, the FON has been reinstated for 2014/15 by the Board of Governors of the California Community Colleges. The District is currently recruiting 33 faculty positions (one of which does not count toward the FON) for an estimated total of 32 positions counting toward the obligation. The District expects to meet its obligation in 2014/15. Penalties for not meeting the obligation amount to approximately \$69,532 per FTE not filled.

The additional cost of new full-time faculty being hired for Fall 2014 is estimated at \$2.7 million. SAC is filling nine vacancies and adding 21 new positions. SCC is filling two vacancies and adding one new position. (The cost of the 22 new positions is budgeted at Class VI, Step 10 $\$85,360.54 \times 22 = \$1,877,932 + \$37,480.40 \times 22 = \$824,569$, for a total of \$2,702,501).
- F. The current rate per Lecture Hour Equivalent (LHE) for hourly faculty is \$1,174 effective July 2013. This represents a 6.7% increase from 2012/2013.
- G. Retiree Health Benefit Fund (OPEB/GASB 45 Obligation) - The District will continue to contribute 1% of total salaries plus a minimum of \$500,000 (approx. \$1.5 million) to fund the total actuarially determined Annual Required Contribution (ARC). The actual ARC for 2014/15 is \$8,350,167.
- H. Capital Outlay Fund - no match is required for Scheduled Maintenance in 2014/15.
- I. Utilities cost increases of 5%, estimated at \$200,000.
- J. Information Technology licensing contract escalation cost of 7%, estimated at \$125,000, plus Adobe ETLA agreement of \$72,105 for a total increase of \$197,105.
- K. Property and Liability Insurance cost estimated at \$1,800,000. Slight increase due to additional FTES.
- L. Child Development Fund - The district has historically budgeted \$140,000 interfund transfer from the unrestricted general fund to the Child Development Fund, and the Board has authorized up to \$200,000 if necessary. The fund closed 2013/14 with a deficit of \$337,238. The program staff is developing a plan to reduce the deficit in 2014/15, however without a plan at this time, the unrestricted general fund needs to plan to contribute up to \$350,000, an increase in \$150,000 authorization.
- M. Other additional District Services/Institutional Cost expenses:
Trustee Election Expense estimated at \$400,000
Legal Expenses of \$250,000
International Student Recruitment China Office \$24,000

Rancho Santiago Community College District
Unrestricted General Fund Summary
DRAFT 2014-15 Adopted Budget Assumptions Analysis
as of August 11, 2014

* **New Revenues**

B	COLA 0.85%	\$1,138,982
B	Growth 2.75%	\$3,684,941
B	Incr. in Apportionment Deficit 1.72% to \$2.3 million	(\$1,038,825)
D	Unrestricted Lottery	\$114,570
H	Mandates Block Grant/Reimbursement	\$890,000
I	Non-Resident Tuition	(\$100,000)
J	Interest Earnings	(\$30,000)
K/G	Misc Income	(\$59,405)
	Total	<u>\$4,600,263</u>

New Expenditures

B	COLA 0.85%	\$1,138,982
C	Step/Column	\$1,200,000
D	Health and Welfare/Benefits 8.2%	\$1,650,000
D	CalPERS Increase	\$98,700
D	CalSTRS Increase	\$346,500
E	Full Time Faculty Obligation Hires	\$2,702,501
E/F	Hourly Faculty Budgets (Convert to Full Time)	(\$774,840)
I.F	SSSP Match	\$0 ¹
H	Capital Outlay/Scheduled Maintenance Match	(\$750,000)
I	Utilities Increase	\$200,000
J	ITS Licensing/Contract Escalation Cost	\$197,105
K	Property and Liability Insurance	\$100,000
L	Child Development Fund Transfer	\$150,000
M	Other Additional DS/Institutional Costs	\$674,000
	Total	<u>\$6,932,948</u>

2014-15 Budget Year Deficit (\$2,332,685)

2013-14 Ongoing Base Structural Deficit (\$2,754,568)

Total Ongoing 2014-15 Structural Deficit (\$5,087,253)

¹ Additional restricted revenue for SSSP estimated at \$2.8 million. Unrestricted General Fund match requirements are now set at 2:1 for all SSSP funds. Both colleges have indicated that they have identified qualified expenditures to meet this match requirement.

* Reference to budget assumption number

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended June 30, 2014	
Action:	Request for Approval	

BACKGROUND

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

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the fourth quarter in fiscal year 2013-14 ended June 30, 2014.

ANALYSIS

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the twelve months covered in this report, the District has recognized 101.1% of budgeted revenues and other financing sources and 98.3% of budgeted expenditures and other outgo in the unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending June 30, 2014 as presented.

Fiscal Impact:	Not Applicable	Board Date: August 18, 2014
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

California Community Colleges
QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q
 Fiscal Year 2013-2014

District: (870) Rancho Santiago Community College

Quarter Ended: June 30, 2014

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

As of June 30 for fiscal year specified.

	FY 2010-11 Actual	FY 2011-12 Actual	FY 2012-13 Actual	FY 2013-14 Actual
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	146,382,590	135,465,745	137,225,065	143,324,374
Other Financing Sources (Objects 8900)	17,279	41,176	20,007	100,667
Total Unrestricted Revenues	146,399,869	135,506,921	137,245,072	143,425,041
Expenditures:				
(Objects 1000-6000)	130,076,750	136,106,907	139,499,629	144,496,298
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,596,948	2,042,885	3,508,107	9,297,234
Total Unrestricted Expenditures	131,673,698	138,149,792	143,007,736	153,793,532
Revenues Over(Under)Expenditures	14,726,171	-2,642,871	-5,762,664	-10,368,491
Fund Balance, Beginning	31,418,493	46,173,393	43,608,426	37,633,190
Prior Year Adjustments + (-)	28,729	77,904	-212,572	0
Adjusted Fund Balance, Beginning	31,447,222	46,251,297	43,395,854	37,633,190
Fund Balance, Ending	46,173,393	43,608,426	37,633,190	27,264,699
% of GF Balance to GF Expenditures	35.1%	31.6%	26.3%	17.7%

II. Annualized Attendance FTES:

Annualized FTES				
(Excluding apprentices and non-residents)	30,745	27,708	28,185	28,628

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

	As of the specified quarter ended for each fiscal year presented			
	2010-11	2011-12	2012-13	2013-14
General Fund Cash Balance (Excluding Borrowed Funds)	35,081,293	31,030,208	32,082,147	28,478,908

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

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	141,468,719	141,779,409	143,324,374	101.1%
Other Financing Sources (Objects 8900)	5,000	99,565	100,667	101.1%
Total Unrestricted Revenues	141,473,719	141,878,974	143,425,041	101.1%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	142,543,001	147,356,449	144,496,298	98.1%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,640,000	9,149,765	9,297,234	101.6%
Total Unrestricted Expenditures	144,183,001	156,506,214	153,793,532	98.3%
Revenues Over(Under) Expenditures	(2,709,282)	(14,627,240)	(10,368,491)	
Adjusted Fund Balance, Beginning	37,633,190	37,633,190	37,633,190	
Fund Balance, Ending	34,923,908	23,005,950	27,264,699	
% of UGF Fund Balance to UGF Expenditures	24.2%	14.7%		

V. Has the district settled any employee contracts during this quarter? YES NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

SALARIES

Contract Period Settled (Specify)	Management		Academic**		Classified/Confidential	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
Year 1						
Year 2						
Year 3						

*As specified in Collective Bargaining Agreement.

BENEFITS

Contract Period Settled (Specify)	Management		Academic		Classified/Confidential	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	
Year 1						
Year 2						
Year 3						

Include a statement regarding the source of revenues to pay salary and benefit increases,

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

YES NO

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

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

YES NO

Next Year?

YES NO

CERTIFICATION

Rancho Santiago Community College District

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

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

District Chief Business Officer Date

District Chief Executive Officer Date

Quarter Ended: June 30, 2014

Governing Board Meeting Date: August 18, 2014

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

To: Board of Trustees	Date: August 18, 2014
Re: Quarterly Investment Report as of June 30, 2014	
Action: For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended June 30, 2014 is submitted in accordance with Section 53646(b) of the Government Code. The District's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of June 30, 2014 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended June 30, 2014, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending June 30, 2014.

All investments for the quarter ended June 30, 2014 are in accordance with Board Policy 6320, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of June 30, 2014 is presented as information.

Fiscal Impact: None	Board Date: August 18, 2014
Prepared by: Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Rancho Santiago Community College District
Statement of Cash
June 30, 2014

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	20,533,617	0.43%	April-June	13.78%
Bond Sinking Funds	15,743,779	0.43%	April-June	10.57%
All Other Funds	109,665,976	0.43%	April-June	73.61%
Local Agency Investment Fund (LAIF)	150,548	0.22%	April-June	0.10%
Revolving Fund, Refundable Deposits and Cash in Banks	2,881,479	0.00%	April-June	1.93%
	<u>148,975,399</u>			<u>100.00%</u>

Rancho Santiago Community College District
Cash Position
June 30, 2014

	County Fund	RSCCD Fund	Cash in County	Cash in County- Perkins	Cash in County - Cal Grants	Restricted Cash for GO Bonds	Cash Clearing	Revolving Cash	Cash with Fiscal Agent	LAIF	Fund Total
			9110	9111	9112	9119	9121/9125	9130	9135	9150	
General Fund (11 & 12)	1	11/12/13	28,478,908				2,463,519	100,000			31,042,427
Child Development Fund	12	33	155,481				353				155,834
Bond Fund Measure E	22	42	20,533,617								20,533,617
Bond Int & Red Fund	31	21-24				15,743,779					15,743,779
Capital Outlay Projects Fund	40	41	35,647,578								35,647,578
Workers' Compensation Fund	68	62	5,626,347						50,000		5,676,347
Property and Liability Fund	70	61	1,541,786						25,000		1,566,786
Retiree Benefits Fund	71	63	37,070,621							150,548	37,221,169
Student Financial Aid	74	74	(734,378)	23,010	1,856,623		242,607				1,387,862
Totals			128,319,960	23,010	1,856,623	15,743,779	2,706,479	100,000	75,000	150,548	148,975,399

4.5 (3)




OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM



INTERDEPARTMENTAL COMMUNICATION

Date: July 15, 2014

To: Supervisor Shawn Nelson, Chair
 Supervisor Patricia Bates, Vice-Chair
 Supervisor John Moorlach
 Supervisor Janet Nguyen
 Supervisor Todd Spitzer

From: Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM 

Subject: Treasurer's Investment Report for the Month Ended June 30, 2014

Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended June 30, 2014. The County Treasurer provides this report in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information including charts on fund composition and the top ten pool participants. This report is also publicly available on our website at ocgov.com/ocinvestments.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of June 30, 2014. The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool that includes the Voluntary participants' funds, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool, and various other small non-Pooled investment funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The County Treasurer established three Money Market Funds, the Orange County Money Market Fund, the Orange County Educational Money Market Fund, and the John Wayne Airport Investment Pool, which all are invested in cash-equivalent securities and provide liquidity for immediate cash needs. Standard & Poor's, on April 15, 2014, reaffirmed their highest rating of AAAM on the County and the Educational Money Market Funds. The County Treasurer also established the Extended Fund that is for cash needs between one and five years. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Orange County Educational Investment Pool is comprised of the Orange County Educational Money Market Fund and portions of the Extended Fund.

The maximum maturity of investments for the County and Educational Money Market Funds is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 41 and 53 respectively. The maximum maturity of the Extended Fund is five years, with duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.41). The duration is currently at 1.61. The investments in all of the funds are marked to market daily to determine the value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

In June, the job market added 288,000 new jobs, and May's job numbers were revised upward by 7,000 to 224,000. The U.S. unemployment rate decreased to 1% in June, almost a six-year low. First quarter U.S. gross domestic product (GDP) fell at a revised annualized rate of 2.9%, down from an earlier estimate of a 1.0% loss, indicating economic contraction for the quarter. In contrast, both the Empire State Manufacturing Index and the Philadelphia Fed Index continued to stay positive at 19.28 and 17.8 respectively. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. With respect to housing,

S&P/CaseShiller reported that the housing prices continue to show positive momentum as prices increased for the twenty-third consecutive month in April up 10.82% from a year ago. However, the index for pending home sales dropped 6.9% on a year-over-year basis in May, the eighth straight month of decline. The 10-year Treasury rate increased five basis points in June to 2.53%.

The short-term 90-day T-bill ended the month at 0.02%, down 0.01% from May, and the rate on the two-year note was 0.46% at the end of June, up from 0.375% in May.

INVESTMENT INTEREST YIELDS AND FORECAST

The gross interest yield for fiscal year 2013/2014 was 0.34% for both the Orange County Investment Pool and the Orange County Educational Investment Pool, slightly higher than the forecasted gross yields of 0.33% for both pools. The forecasted gross yield for fiscal year 2014/2015 is .49% primarily due to continued low rates.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the months following. The June 2014 interest apportionment is expected to be paid by July 31, 2014. The fiscal year 2013/2014 investment administrative fee is still estimated at 7.6 basis points, and the estimate for fiscal year 2014/2015 is forecast also at 7.6 basis points.

TEMPORARY TRANSFERS

The County Treasurer as required by California Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 13-016 is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. Temporary transfers from the Educational Money Market Fund totaled \$75 million and will be repaid by July 31, 2014.

PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS

Under guidelines outlined in the current IPS, the County Treasurer may invest in A or above rated securities issued by municipalities. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. The Investment Pools may invest no more than 5% of pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$325 million in AA- rated County of Orange debt, which represents approximately 5.0% of assets. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

COMPLIANCE SUMMARY

The investment portfolios had no compliance exceptions for the month of June 2014. The Auditor-Controller Report on Review of the Schedule of Assets Held by the County Treasury as of December 31, 2013 stated that no material modifications needed to be made to the financial statements prepared on a modified cash basis. The Auditor Controller Report on Continuous Compliance Auditing of the Treasury Investment Portfolio for the Quarter Ended December 31, 2013 stated that there were two compliance exceptions that were properly disclosed in the Treasurer's Monthly Investment Report for December 2013. The December 2013 executive summary memo noted them as a single exception as they occurred in the same investment transaction, but the detailed back-up properly identified them as two separate exceptions.

CREDIT UPDATE

During June, there were no changes to the Treasurer's Approved Issuer List. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

I certify that this report includes all pool and non-pooled investments as of June 30, 2014 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on February 4, 2014. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	JUNE 2014	MAY 2014	INCREASE (DECREASE)	NET CHANGE %	JUNE 2013	INCREASE (DECREASE)	NET CHANGE %
<u>Orange County Investment Pool (OCIP)</u>							
End Of Month Market Value ¹	\$ 3,212,597,028	\$ 3,455,081,602	\$ (242,484,574)	-7.02%	\$ 3,096,729,292	\$ 115,867,736	3.74%
End Of Month Book Value	\$ 3,211,430,922	\$ 3,453,038,133	\$ (241,607,211)	-7.00%	\$ 3,099,513,117	\$ 111,917,805	3.61%
Monthly Average Balance	\$ 3,265,339,853	\$ 3,534,537,484	\$ (269,197,631)	-7.62%	\$ 3,244,945,688	\$ 20,394,165	0.63%
Year-To-Date Average Balance	\$ 3,342,631,548	\$ 3,349,658,066	\$ (7,026,518)	-0.21%	\$ 3,312,083,114	\$ 30,548,434	0.92%
Monthly Accrued Earnings ³	\$ 1,060,245	\$ 1,142,501	\$ (82,256)	-7.20%	\$ 906,597	\$ 153,648	16.95%
Monthly Net Yield ³	0.33%	0.31%	0.01%	4.61%	0.26%	0.07%	26.17%
Year-To-Date Net Yield ⁴	0.26%	0.26%	0.01%	2.21%	0.32%	-0.06%	-17.22%
Annual Estimated Gross Yield	0.37%	0.37%	0.00%	0.00%	0.38%	-0.01%	-2.63%
Weighted Average Maturity (WAM) ⁵	464	455	9	1.98%	380	84	22.11%
<u>Orange County Educational Investment Pool (OCEIP)</u>							
End Of Month Market Value ¹	\$ 3,254,001,324	\$ 3,404,221,320	\$ (150,219,996)	-4.41%	\$ 3,309,453,081	\$ (55,451,757)	-1.68%
End Of Month Book Value	\$ 3,252,674,418	\$ 3,401,873,586	\$ (149,199,168)	-4.39%	\$ 3,311,397,579	\$ (58,723,161)	-1.77%
Monthly Average Balance ²	\$ 3,369,382,826	\$ 3,655,420,589	\$ (286,037,764)	-7.83%	\$ 3,066,263,696	\$ 303,119,130	9.89%
Year-To-Date Average Balance ²	\$ 3,414,432,261	\$ 3,418,527,665	\$ (4,095,403)	-0.12%	\$ 2,933,623,336	\$ 480,808,925	16.39%
Monthly Accrued Earnings ³	\$ 1,203,660	\$ 1,322,366	\$ (118,707)	-8.98%	\$ 831,118	\$ 372,542	44.82%
Monthly Net Yield ³	0.37%	0.36%	0.01%	2.42%	0.25%	0.12%	47.05%
Year-To-Date Net Yield ⁴	0.27%	0.26%	0.01%	3.60%	0.31%	-0.04%	-14.18%
Annual Estimated Gross Yield	0.37%	0.37%	0.00%	0.00%	0.38%	-0.01%	-2.63%
Weighted Average Maturity (WAM) ⁵	519	522	(3)	-0.57%	300	219	73.00%

¹ Market values provided by Bloomberg and Northern Trust.

² In June 2014, OCEIP monthly and year-to-date average balances were significantly higher than June 2013 because of new incoming revenues from RDA dissolutions in 2013 and higher payments from the State due to new State General Fund revenues subject to Prop. 98.

³ In June 2014, OCIP and OCEIP monthly accrued earnings and monthly net yields were higher than June 2013, primarily due to increased investment in longer term, higher yielding securities and higher balances offset slightly by lower year-to-date yields on a lower Treasury administrative fee from higher total pool participant balances.

⁴ In June 2013, OCIP and OCEIP primarily held higher yielding securities, which over time have matured and were reinvested in lower yielding securities. As a result, the year-to-date net yield has dropped since June 2013 offset by slightly lower Treasury administrative fees.

⁵ In June 2014, OCIP and OCEIP WAMs were higher than June 2013, primarily due to investing in slightly longer maturities as part of a planned program to reduce significant excess liquidity.

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
 FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2014

INVESTMENT STATISTICS - By Investment Pool***							
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/14	MONTHLY Gross Yield	QUARTER Average Yield	ANNUAL Average Yield	Current NAV
COMBINED POOL BALANCES (includes the Extended Fund)	MARKET Value \$	3,212,597,028	464	0.40%	0.40%	0.37%	1.00
	COST (Capital) \$	3,215,168,671					
	MONTHLY AVG Balance \$	3,265,339,853					
	QUARTERLY AVG Balance \$	3,713,661,472					
	ANNUAL AVG Balance \$	3,342,631,548					
	BOOK Value \$	3,211,430,922					
Orange County Investment Pool	MARKET Value \$	3,254,001,324	519	0.44%	0.43%	0.43%	1.00
	COST (Capital) \$	3,257,264,818					
	MONTHLY AVG Balance \$	3,369,382,826					
	QUARTERLY AVG Balance \$	3,512,471,003					
	ANNUAL AVG Balance \$	3,414,432,261					
	BOOK Value \$	3,252,674,418					
Orange County Educational Investment Pool							
INVESTMENT STATISTICS - Non Pooled Investments **							
DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE					
Specific Investment Funds: 15B, 283, 505, 529	MARKET Value \$	65,798,592	Money Market Mutual Funds				\$ 14,701,443
	COST (Capital) \$	65,864,939	Repurchase Agreement				1,081,500
	MONTHLY AVG Balance \$	68,741,100	John Wayne Airport Investment Pool				49,985,327
	QUARTERLY AVG Balance \$	70,937,786	GNMA Mortgage-Backed Securities				96,669
	ANNUAL AVG Balance \$	57,992,718					
	BOOK Value \$	65,787,930					
							\$ 65,864,939
MONTH END TOTALS							
INVESTMENTS & CASH				FUND ACCOUNTING & SPECIFIC INVESTMENTS			
COUNTY MONEY MARKET FUND							
County Money Market Fund	\$	741,512,212	County Funds		\$3,233,576,484		
County Cash		18,442,902	Educational Funds		3,266,703,999		
EXTENDED FUND		5,291,656,460	Specific Investment Funds		65,864,939		
EDUCATIONAL MONEY MARKET FUND							
Educational Money Market Fund		439,264,818					
Educational Cash		9,404,091					
NON-POOLED INVESTMENT							
Non Pooled Investments @ Cost		65,864,939					
	\$	6,566,145,422					\$6,566,145,422
KEY POOL STATISTICS							
INTEREST RATE YIELD				WEIGHTED AVERAGE MATURITY (WAM)			
OCMMF - MONTHLY GROSS YIELD		0.09%		OCMMF		41	
OCEMMF - MONTHLY GROSS YIELD		0.14%		OCEMMF		53	
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD		0.12%		JOHN WAYNE AIRPORT		56	
OCIP - YTD NET YIELD****		0.26%		LGIP (Standard & Poors) AAAm/AAm		45	
OCEIP - YTD NET YIELD****		0.27%					
90-DAY T-BILL YIELD - MONTHLY AVERAGE		0.03%					

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
 FOR THE MONTH, QUARTER, AND FISCAL YEAR ENDED: JUNE 30, 2014

INVESTMENT STATISTICS - By Investment Fund*							
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 6/30/14	MONTHLY Gross Yield	QUARTER Average Yield	ANNUAL Average Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$	741,112,313	41	0.09%	0.09%	0.09%	1.00
	COST (Capital) \$	741,512,212					
	MONTHLY AVG Balance \$	792,757,706					
	QUARTERLY AVG Balance \$	1,284,150,802					
	ANNUAL AVG Balance \$	1,401,930,723					
	BOOK Value \$	741,094,164					
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$	438,475,385	53	0.10%	0.14%	0.15%	1.00
	COST (Capital) \$	439,264,818					
	MONTHLY AVG Balance \$	551,382,826					
	QUARTERLY AVG Balance \$	764,471,003					
	ANNUAL AVG Balance \$	1,480,444,742					
	BOOK Value \$	438,456,236					
<u>Extended Fund</u>	MARKET Value \$	5,287,010,654	591	0.50%	0.49%	0.51%	1.00
	COST (Capital) \$	5,291,656,460					
	MONTHLY AVG Balance \$	5,290,582,147					
	QUARTERLY AVG Balance \$	5,177,510,670					
	ANNUAL AVG Balance \$	3,874,688,345					
	BOOK Value \$	5,284,554,939					
ALLOCATION OF EXTENDED FUND							
<u>Extended Fund</u> <i>OCIP Share</i>	MARKET Value \$	2,471,484,715	591	0.50%	0.49%	0.51%	1.00
	COST (Capital) \$	2,473,656,460					
	MONTHLY AVG Balance \$	2,472,582,147					
	QUARTERLY AVG Balance \$	2,429,510,670					
	ANNUAL AVG Balance \$	1,940,700,826					
	BOOK Value \$	2,470,336,758					
<i>OCEIP Share</i>	MARKET Value \$	2,815,525,939	591	0.50%	0.49%	0.51%	1.00
	COST (Capital) \$	2,818,000,000					
	MONTHLY AVG Balance \$	2,818,000,000					
	QUARTERLY AVG Balance \$	2,748,000,000					
	ANNUAL AVG Balance \$	1,933,987,519					
	BOOK Value \$	2,814,218,181					
<i>Modified Duration</i>		1.61					

* Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the Investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.

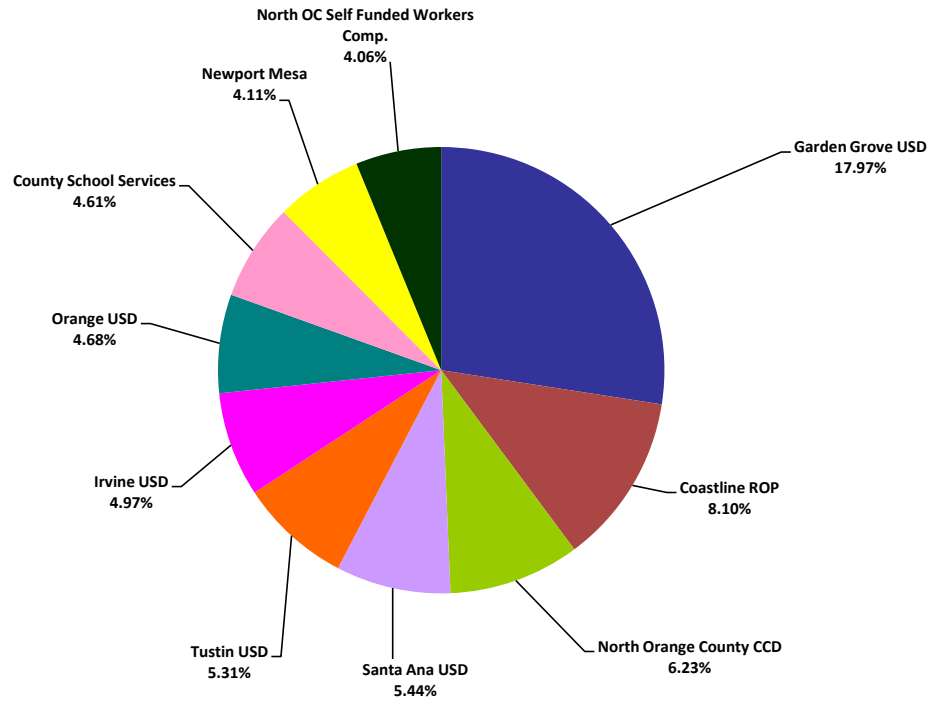
** Specific non pooled investments are reported in compliance with Government Code Section 53646 (b)(1). Detailed descriptions are included in the inventory listing in Section VII of this report.

*** The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.

**** The Net Yield differs from the monthly average yield as it includes the Treasury administrative fees.

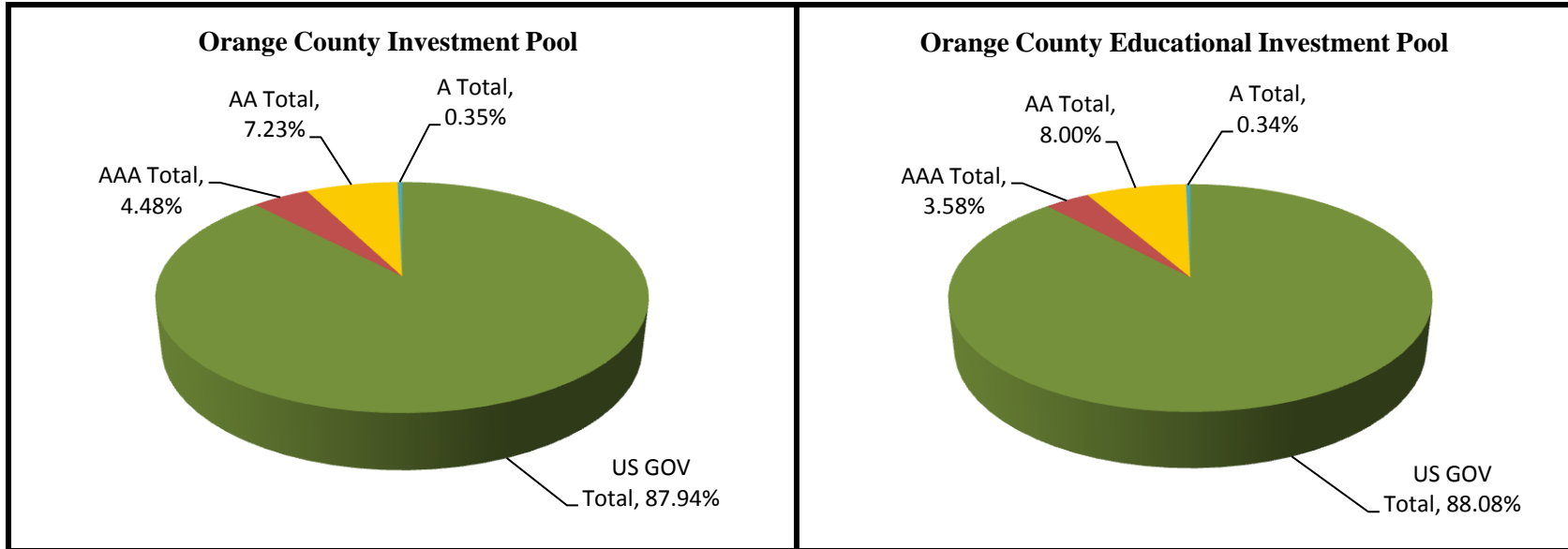
**ORANGE COUNTY EDUCATIONAL INVESTMENT POOL
TOP TEN POOL PARTICIPANTS
AS OF JUNE 30, 2014**

DISTRICT #	SCHOOL DISTRICT	BALANCE
72	Garden Grove USD	\$ 587,100,895
95	Coastline ROP	264,761,263
88	North Orange County CCD	203,436,919
84	Santa Ana USD	177,817,370
87	Tustin USD	173,398,042
75	Irvine USD	162,262,582
80	Orange USD	152,838,204
94	County School Services	150,631,018
78	Newport Mesa USD	134,143,593
91	North OC Self Funded Workers Con	132,578,622
TOTAL		<u>\$ 2,138,968,508</u>



4.5 (9)

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 June 30, 2014



US GOV Includes Agency & Treasury Debt

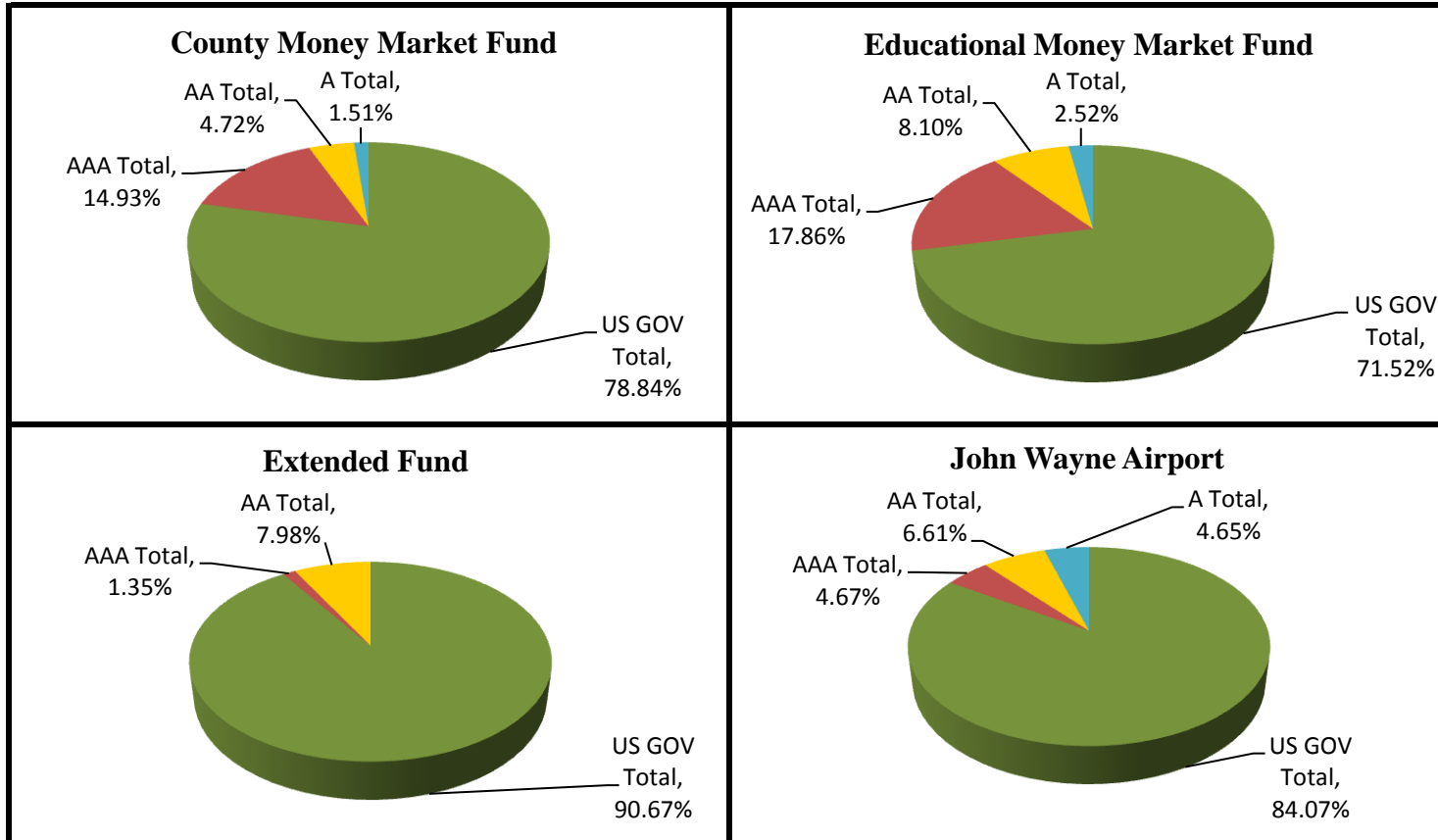
AA Includes AA+, AA- & AA

A Includes A+,A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

4.5 (10)

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 June 30, 2014

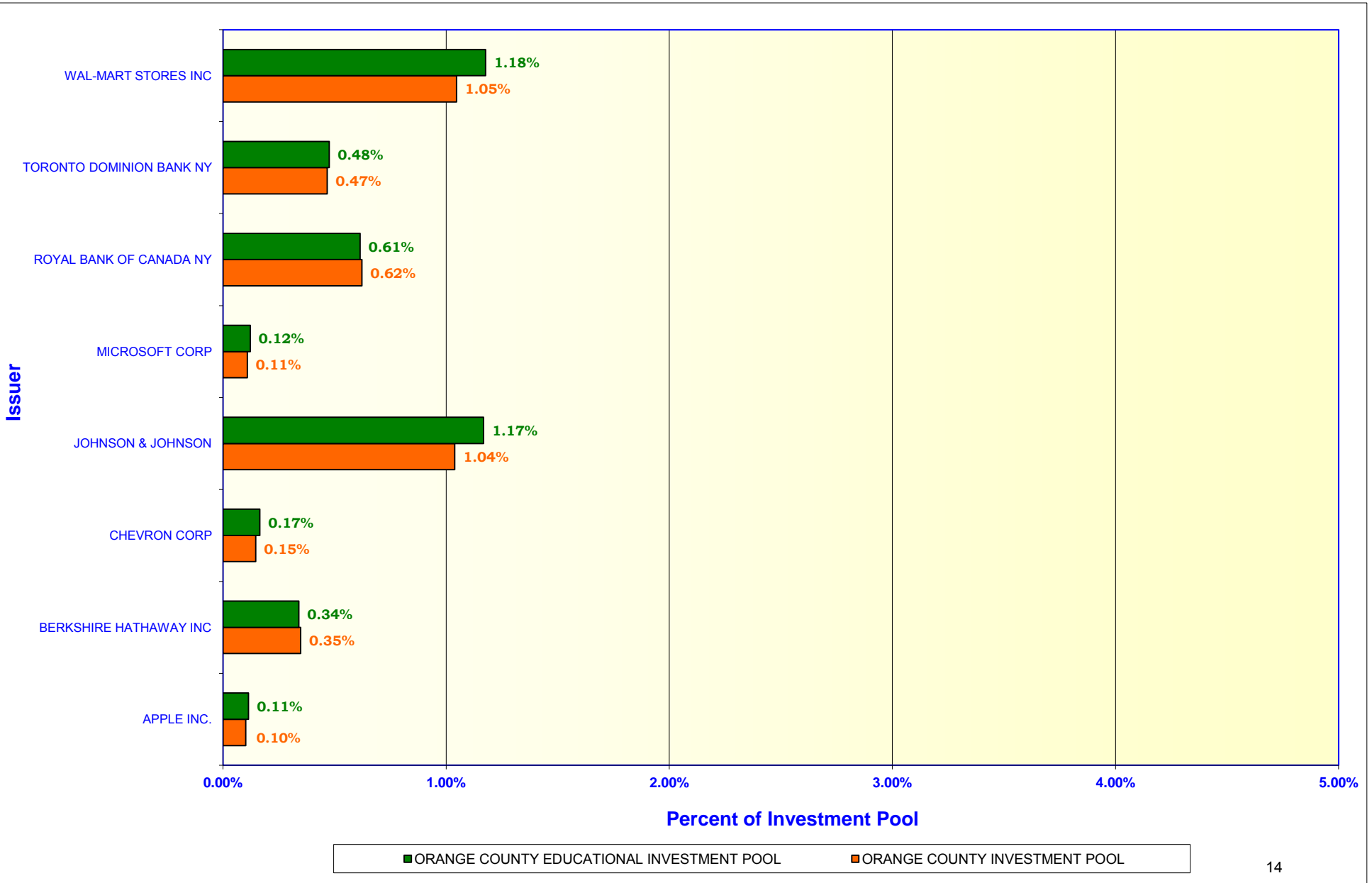


US GOV Includes Agency & Treasury Debt
AA Includes AA+, AA- & AA
A Includes A+,A- & A
A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

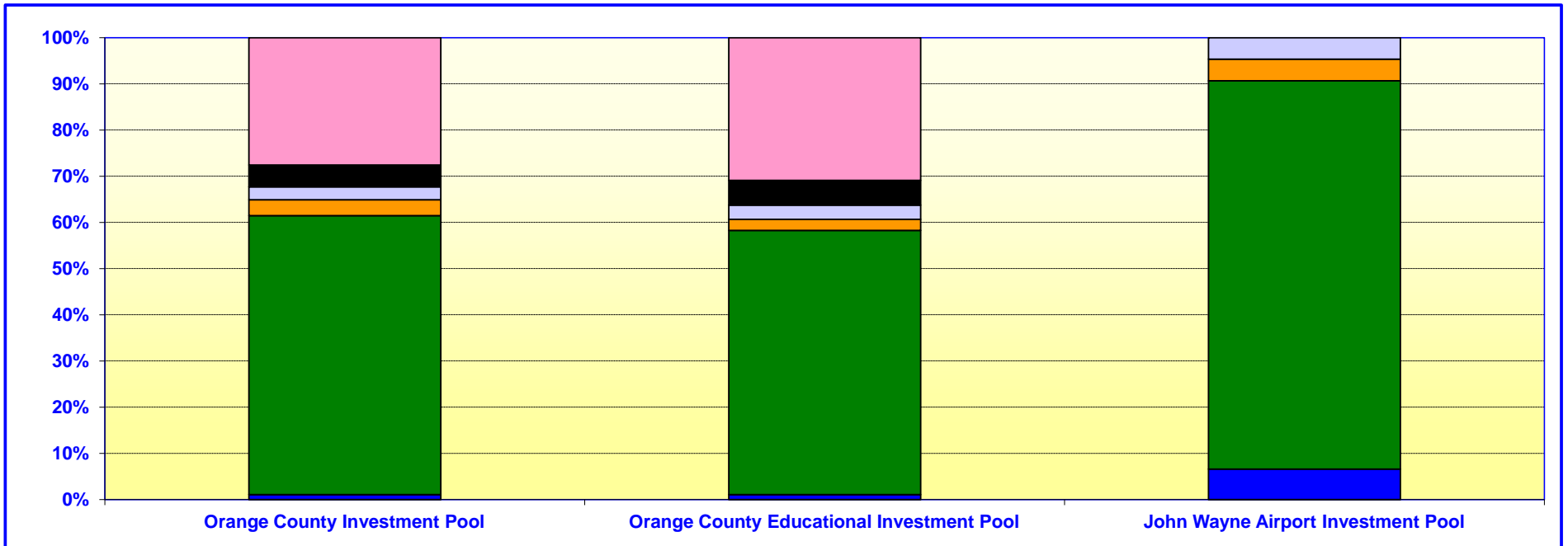
4.5 (11)

ORANGE COUNTY TREASURER - TAX COLLECTOR
ISSUER CONCENTRATION-By Investment Pool
 June 30, 2014

4.5 (12)



ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE - By Percentage Holdings
 June 30, 2014



Orange County Investment Pool		
	In Thousands	%
■ U.S. GOVERNMENT AGENCIES	\$ 1,939,696	60.38%
■ U.S. TREASURIES	885,475	27.56%
■ MUNICIPAL DEBT	152,151	4.74%
■ MONEY MARKET FUNDS	110,615	3.44%
■ MEDIUM - TERM NOTES	89,657	2.79%
■ CERTIFICATES OF DEPOSIT	35,003	1.09%
	<u>\$ 3,212,597</u>	<u>100.00%</u>

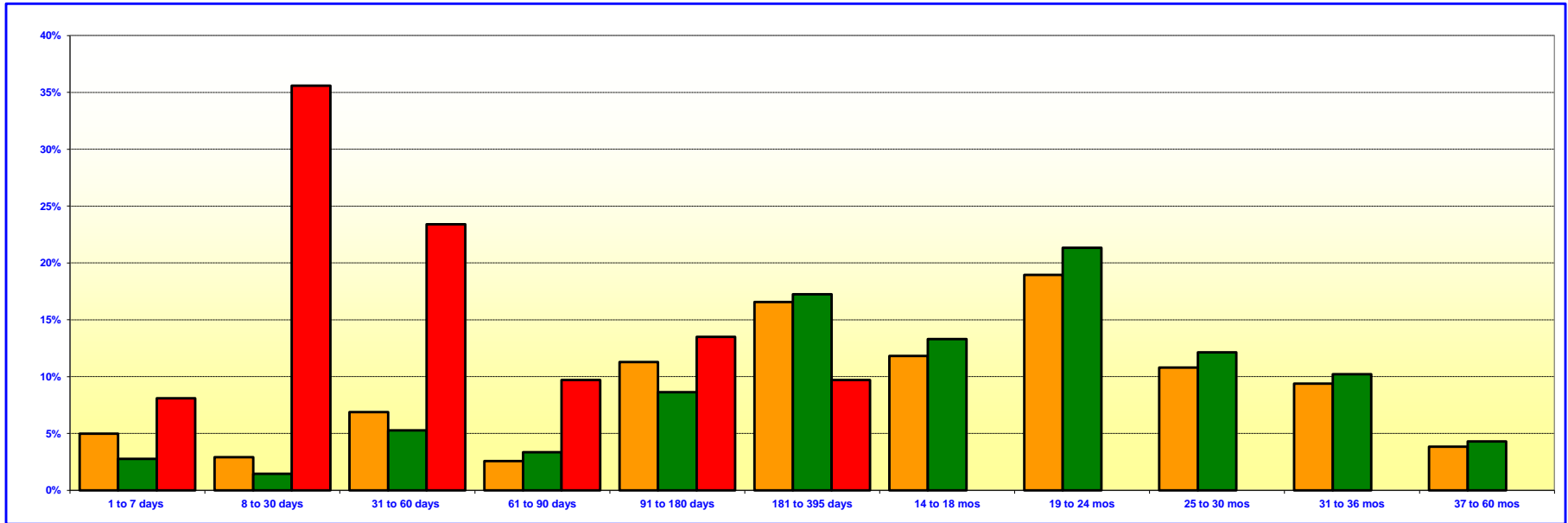
Orange County Educational Investment Pool		
	In Thousands	%
■ U.S. GOVERNMENT AGENCIES	\$ 1,860,770	57.18%
■ U.S. TREASURIES	1,005,627	30.90%
■ MUNICIPAL DEBT	173,332	5.33%
■ MEDIUM - TERM NOTES	100,440	3.09%
■ MONEY MARKET FUNDS	78,328	2.41%
■ CERTIFICATES OF DEPOSIT	35,504	1.09%
	<u>\$ 3,254,001</u>	<u>100.00%</u>

John Wayne Airport Investment Pool		
	In Thousands	%
■ U.S. GOVERNMENT AGENCIES	\$ 41,955	84.07%
■ CERTIFICATES OF DEPOSIT	3,301	6.61%
■ MONEY MARKET FUNDS	2,328	4.67%
■ MEDIUM - TERM NOTES	2,323	4.65%
■ U.S. TREASURIES	-	0.00%
	<u>\$ 49,907</u>	<u>100.00%</u>

4.5 (13)

Market Value at 6/30/2014

ORANGE COUNTY TREASURER - TAX COLLECTOR
MATURITIES DISTRIBUTION
 June 30, 2014



ORANGE COUNTY INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 159,915	4.99%
8 TO 30 DAYS	93,379	2.91%
31 TO 60 DAYS	220,813	6.89%
61 TO 90 DAYS	82,305	2.57%
91 TO 180 DAYS	361,568	11.28%
181 TO 395 DAYS	531,332	16.57%
14 TO 18 MONTHS	378,936	11.82%
19 TO 24 MONTHS	607,816	18.95%
25 TO 30 MONTHS	346,134	10.80%
31 TO 36 MONTHS	300,973	9.39%
37 TO 60 MONTHS	122,731	3.83%
TOTAL	\$ 3,205,902	100.00%

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 89,507	2.76%
8 TO 30 DAYS	46,822	1.44%
31 TO 60 DAYS	171,552	5.28%
61 TO 90 DAYS	109,083	3.36%
91 TO 180 DAYS	279,955	8.62%
181 TO 395 DAYS	559,564	17.24%
14 TO 18 MONTHS	431,686	13.30%
19 TO 24 MONTHS	692,426	21.33%
25 TO 30 MONTHS	394,317	12.15%
31 TO 36 MONTHS	331,477	10.21%
37 TO 60 MONTHS	139,816	4.31%
TOTAL	\$ 3,246,205	100.00%

JOHN WAYNE AIRPORT INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 4,024	8.09%
8 TO 30 DAYS	17,736	35.60%
31 TO 60 DAYS	11,655	23.39%
61 TO 90 DAYS	4,840	9.71%
91 TO 180 DAYS	6,725	13.50%
181 TO 395 DAYS	4,840	9.71%
TOTAL	\$ 49,820	100.00%

Maturity Limits Are In Compliance With The Orange County Treasurer's Investment Policy Statement

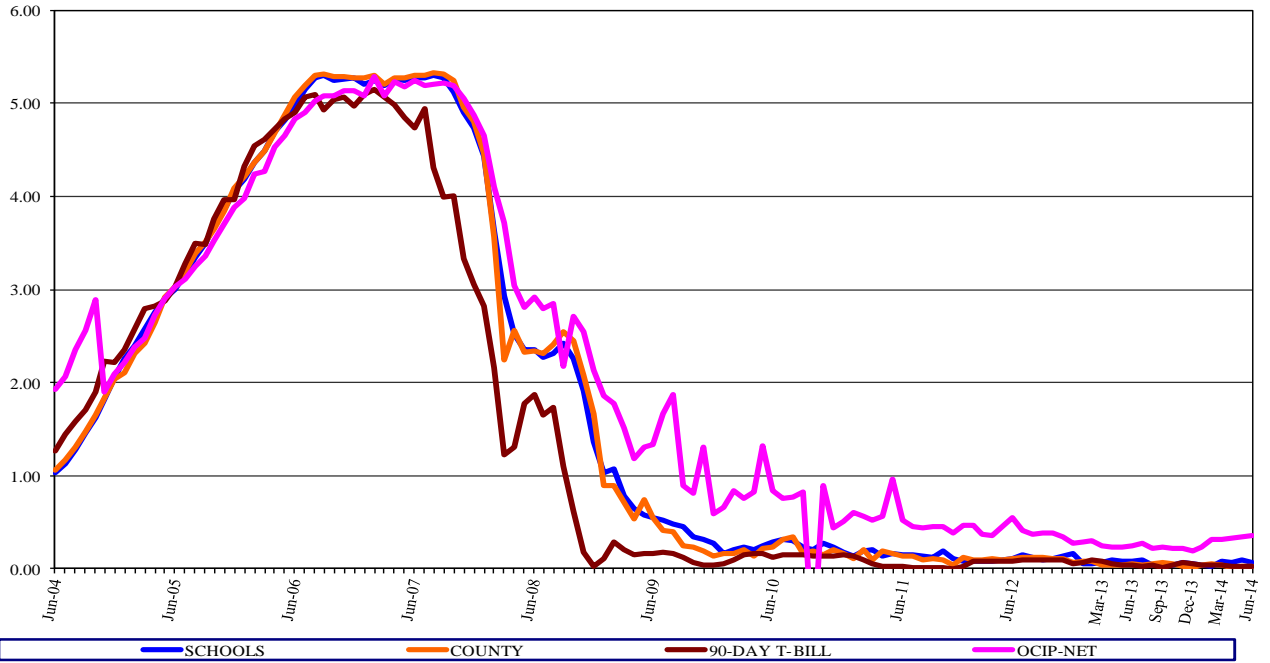
Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date.

At 6/30/2014, Floating Rate Notes comprise 4.31%, 0.74%, and 19.97% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Pool respectively.

4.5 (14)

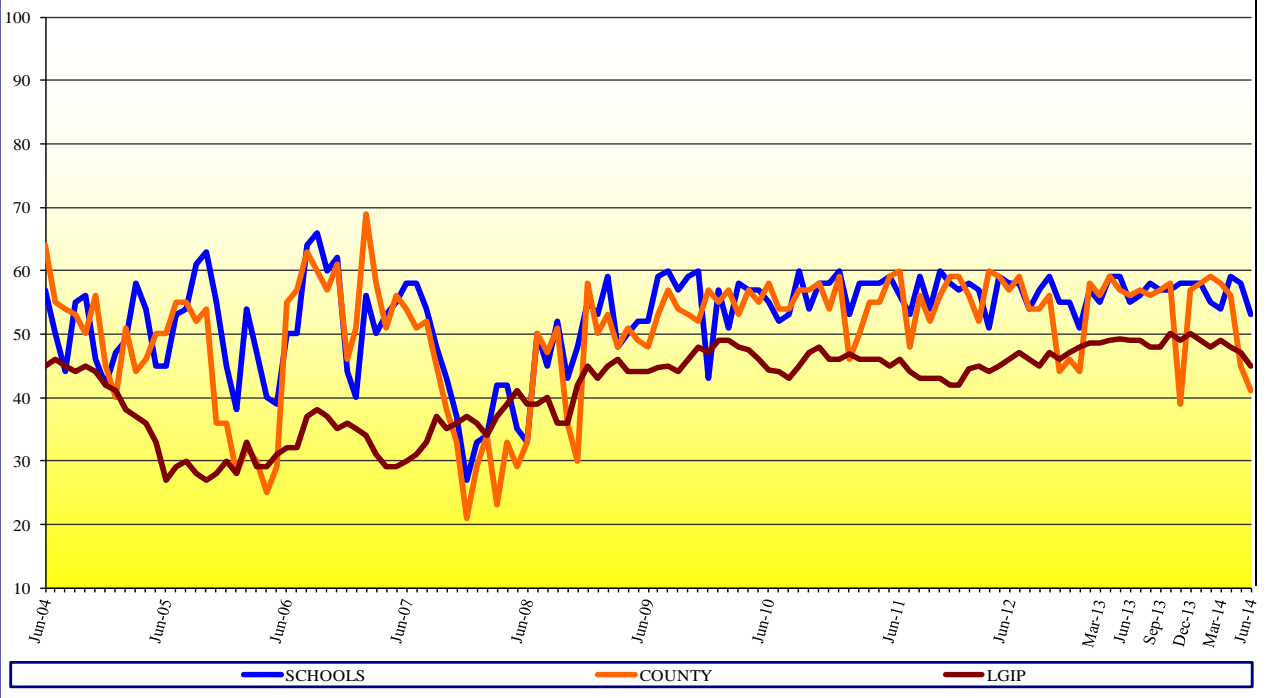
ORANGE COUNTY MONEY MARKET POOLS vs SELECTED MONEY MARKET YIELDS
(INTEREST RATE YIELD)

For The Period June 2004 to June 2014



ORANGE COUNTY MONEY MARKET POOLS vs SELECTED AVERAGES
WEIGHTED AVERAGE MATURITY (WAM)

For The Period June 2004 to June 2014



•As of June 30, 2014, LGIP – 0.05; LGIP WAM -45; 90-Day T-Bill – 0.03; OCIP–Net – 0.35

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

July 1, 2013 - June 30, 2014

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month - June 2014</i>				
County Pool - Money Market Fund	\$ 741,112,313	\$ 60,483	0.09%	41
Educational Pool - Money Market Fund	\$ 438,475,385	\$ 65,546	0.14%	53
Extended Fund	\$ 5,287,010,654	\$ 2,137,875	0.49%	591
<i>May 2014</i>				
County Pool - Money Market Fund	\$ 981,914,365	\$ 91,537	0.10%	45
Educational Pool - Money Market Fund	\$ 588,180,732	\$ 118,242	0.17%	58
Extended Fund	\$ 5,289,207,825	\$ 2,255,088	0.50%	619
<i>April 2014</i>				
County Pool - Money Market Fund	\$ 1,267,656,725	\$ 132,791	0.08%	56
Educational Pool - Money Market Fund	\$ 1,000,325,961	\$ 103,374	0.14%	59
Extended Fund	\$ 5,284,339,856	\$ 2,162,548	0.53%	615
<i>March 2014</i>				
County Pool - Money Market Fund	\$ 1,504,893,583	\$ 124,598	0.11%	58
Educational Pool - Money Market Fund	\$ 862,975,773	\$ 127,998	0.15%	54
Extended Fund	\$ 4,523,381,423	\$ 1,964,144	0.52%	640
<i>February 2014</i>				
County Pool - Money Market Fund	\$ 1,234,361,723	\$ 112,104	0.12%	59
Educational Pool - Money Market Fund	\$ 1,116,059,047	\$ 124,738	0.10%	55
Extended Fund	\$ 4,386,466,666	\$ 1,617,800	0.52%	605
<i>January 2014</i>				
County Pool - Money Market Fund	\$ 1,163,918,642	\$ 161,333	0.13%	58
Educational Pool - Money Market Fund	\$ 1,731,030,127	\$ 190,322	0.12%	58
Extended Fund	\$ 4,026,199,146	\$ 1,518,018	0.46%	577
<i>December 2013</i>				
County Pool - Money Market Fund	\$ 2,072,049,497	\$ 184,296	0.09%	57
Educational Pool - Money Market Fund	\$ 1,978,638,884	\$ 219,931	0.14%	58
Extended Fund	\$ 3,696,727,752	\$ 1,293,803	0.45%	621
<i>November 2013</i>				
County Pool - Money Market Fund	\$ 1,819,042,131	\$ 153,214	0.12%	39
Educational Pool - Money Market Fund	\$ 1,638,204,004	\$ 213,523	0.15%	58
Extended Fund	\$ 3,026,493,454	\$ 1,213,102	0.49%	624
<i>October 2013</i>				
County Pool - Money Market Fund	\$ 1,486,030,115	\$ 139,691	0.13%	58
Educational Pool - Money Market Fund	\$ 1,702,755,698	\$ 186,370	0.12%	57
Extended Fund	\$ 3,026,539,250	\$ 1,242,521	0.48%	633
<i>September 2013</i>				
County Pool - Money Market Fund	\$ 1,198,565,150	\$ 153,257	0.15%	57
Educational Pool - Money Market Fund	\$ 1,834,425,928	\$ 187,335	0.12%	57
Extended Fund	\$ 3,024,399,465	\$ 1,233,682	0.49%	645
<i>August 2013</i>				
County Pool - Money Market Fund	\$ 1,221,480,067	\$ 134,037	0.13%	56
Educational Pool - Money Market Fund	\$ 1,837,942,532	\$ 253,357	0.16%	58
Extended Fund	\$ 3,017,453,110	\$ 1,266,459	0.49%	643
<i>July 2013</i>				
County Pool - Money Market Fund	\$ 1,257,658,076	\$ 140,811	0.12%	57
Educational Pool - Money Market Fund	\$ 1,949,109,733	\$ 245,925	0.15%	56
Extended Fund	\$ 2,995,745,835	\$ 1,479,702	0.58%	642
<i>Fiscal Year July 1, 2013 - June 30, 2014</i>				
	Average Month End Market Value Balance	YTD Interest Income	YTD Gross Yield	YTD Average
Orange County Investment Pool	\$ 3,287,015,689	\$ 11,297,641	0.34%	392
Orange County Educational Investment Pool	\$ 3,397,215,196	\$ 11,711,917	0.34%	21 387

ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING DECEMBER 31, 2014

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is relying exclusively on historical activity involving deposits and disbursements and future cash flow projections. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending December 31, 2014, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2014 - Ending Cash				\$ 18,442,902
July	\$ 296,699,756	\$ 331,152,789	\$ 533,056,310	113,239,137
August	222,509,091	378,161,176	436,016,775	277,892,628
September	128,137,015	341,850,830	369,898,920	377,981,553
October	84,951,295	696,449,593	395,912,160	763,470,281
November	164,554,661	892,471,782	541,354,635	1,279,142,089
December	84,299,243	2,178,962,000	1,911,720,314	1,630,683,017

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
June 2014 - Ending Cash				\$ 9,404,092
July	\$ 211,565,143	\$ 538,685,090	\$ 444,257,477	315,396,848
August	142,267,069	172,318,899	338,312,387	291,670,428
September	129,803,750	416,274,995	465,220,584	372,528,589
October	44,937,362	269,176,959	532,344,331	154,298,580
November	169,738,419	436,140,287	487,453,987	272,723,299
December	65,519,898	1,310,237,191	349,931,463	1,298,548,925

ORANGE COUNTY TREASURER-TAX COLLECTOR
STATEMENT OF ACCOUNTABILITY
FOR THE MONTH, QUARTER AND FISCAL YEAR ENDED: JUNE 30, 2014

	<u>Month</u>	<u>Quarter</u>	<u>Year</u>
Treasurer's Accountability at the Beginning of the Period:	<u>\$6,949,878,281</u>	<u>\$7,020,345,555</u>	<u>\$6,490,055,539</u>
Cash Receipts:			
County	364,789,301	2,566,263,985	9,292,426,215
Schools	<u>409,355,371</u>	<u>1,555,238,567</u>	<u>6,207,594,927</u>
Total Cash Receipts	<u>774,144,672</u>	<u>4,121,502,552</u>	<u>15,500,021,142</u>
Cash Disbursements:			
County	598,944,071	2,894,115,183	9,171,374,191
Schools	<u>552,756,618</u>	<u>1,675,418,000</u>	<u>6,267,388,157</u>
Total Cash Disbursements	<u>1,151,700,690</u>	<u>4,569,533,183</u>	<u>15,438,762,348</u>
Net Change in Book Value of Pooled Assets	(377,556,017)	(448,030,630)	61,258,795
Net Increase (Decrease) in Specific Investments	<u>(6,176,842)</u>	<u>(6,169,503)</u>	<u>14,831,088</u>
Treasurer's Accountability at the End of the Period:	<u><u>\$6,566,145,422</u></u>	<u><u>\$6,566,145,422</u></u>	<u><u>\$6,566,145,422</u></u>
Assets in the Treasury at the end of the period:			
O.C. Investment Pool			\$3,215,168,671
O.C. Educational Investment Pool			3,257,264,818
Non Pooled Investments - John Wayne Airport			49,985,327
Non Pooled Investments - Other			15,879,612
Cash in banks - County			18,370,501
Cash in banks - Schools			9,404,092
Cash in vault			<u>72,401</u>
			<u><u>\$6,566,145,422</u></u>



JOHN CHIANG

California State Controller

**LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE**

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

As of 07/15/2014, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 06/30/2014.

Earnings Ratio		.00000606145493377
Interest Rate		0.22%
Dollar Day Total	\$	13,698,663.30
Quarter End Principal Balance	\$	150,547.92
Quarterly Interest Earned	\$	83.03

4.5 (19)

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Agreement with Capital Program Management for Facility Design Standard Consulting Services throughout the District	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for Facility Design Standard Consulting Services (FDS) to update district hardware and design standards. The FDS will address various standards, including but not limited to: sustainability, irrigation, restroom accessories, HVAC systems, clock system, voice communication system, and book theft protection. The District and campuses discussed the need for developing certain design and hardware standards that can be applied across facilities and will be beneficial for future capital improvement projects. Providing design standards district-wide and for each campus will create efficiency by assisting in decision making and ensure the designs align with the campus master plan, sustainability plan, and other performance specifications required by the District.

ANALYSIS:

A Request for Qualifications/Request for Proposal (RFQ/RFP) #1314-53 for Program Planning was released on April 25, 2014. The District received thirteen responses. A selection committee convened on May 13, 2014 to review the proposals and interviewed Margaret Williams, LLC, Capital Program Management (CPM), Cumming Corporation and Facilities Program Planning Services (FPPS) on May 16, 2014. All four firms were deemed qualified for various Program Planning Services.

A Request for Proposal #1314-65 for Facility Design Standards was released to CPM (Long Beach) on July 1, 2014. A selection committee convened on July 10, 2014 to review the proposal. The selection committee recommends CPM after a thorough review based upon the culmination of their RFP response, experience, team members, approach to the project, fee, schedule and familiarity with development of facility design standards. It is recommended that the District enter into an agreement with CPM for Facility Design Standard consulting services.

The services covered by this agreement shall commence on August 19, 2014 and end December 31, 2014. The services are based on an hourly not-to-exceed fee of \$65,000 including \$1,200 in reimbursables.

This agreement is funded by Capital Facilities.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with CPM for Facility Design Standard Consulting Services throughout the District as presented.

Fiscal Impact:	\$65,000	Board Date: August 18, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 8/18/2014

Project: Facility Design Standards

Site: **All campuses**

Consultants: **Capital Program Management**

Type of Service: Facility Design Standards

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$63,800.00	\$ 1,200.00	8/19/2014	12/31/2014
Total Agreement Amount		\$65,000.00			

DESCRIPTION:

Development of Facility Design Standards for various topics, such as sustainability, irrigation, restroom accessories, HVAC systems

\$65,000.00

Total Proposed Amount:

Contract End Date:

12/31/2014

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Agreement with Facilities Planning & Consulting Services for FUSION Consulting Services	
Action:	Request for Approval	

BACKGROUND:

The State Chancellor's Office requires all districts to annually verify and certify annual space inventory and utilization on all campuses, centers and district facilities, owned and leased, in order to maintain space inventory data on all districts statewide. Space inventory data is used to qualify districts for additional state funded capital outlay projects (capacity load ratios) and for allocations of Scheduled Maintenance, Access Compliance and Hazardous Substances and Asbestos Abatement funds. The state also utilizes district space inventory (square footage) for overall apportionment base funding calculations. The RSCCD is required to annually update the following reports: Space Inventory, Five Year Scheduled Maintenance, Energy Calculator, Five Year Capital Outlay (Construction) Plan, and corresponding Final Project Proposals (FPP) and Initial Project Proposals (IPP) to the state through the statewide FUSION system.

ANALYSIS:

A Request for Qualification/Request for Proposal RFQ/RFP #1314-62 for FUSION Facility Planning Consulting Services was released to three firms and advertised on June 18, 2014. The District received one response from Facilities Planning and Consulting Services (Exeter). A selection committee convened on July 10, 2014 to review the proposals. The selection committee recommends Facilities Planning and Consulting Services after a thorough review based upon the culmination of the RFQ/RFP response, experience, team member, approach to the project, and fee schedule. The proposal for services for the 2014-2015 fiscal year include updating and creating the annual space inventory reporting, assisting in the creation and updating the District's Five Year Scheduled Maintenance Plan for submission to the State Chancellor's Office, conduct direct training for new district staff, preparation of the district's Five Year Capital Outlay (Construction) Plan for submission to the State Chancellor's Office and assisting in the evaluation and recommendations for IPP and FPP submissions for state funding consideration. District staff needs assistance to complete these reports to meet state deadlines.

The services covered by this agreement shall commence on August 19, 2014 and end June 30, 2015. The services are based on not-to-exceed fee in the amount of \$40,000 plus \$2,500 reimbursable expenses.

This agreement is funded by Capital Outlay Funds.

RECOMMENDATION:

It is recommended that the Board approve the consulting services agreement with Facilities Planning and Consulting Services as presented.

Fiscal Impact:	\$42,500 (includes reimbursables)	Board Date: August 18, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D, Chancellor	

Board Agreement Summary

Board Date: 8/18/2014

Project: FUSION Facilities Planning

Site: **District-Wide**

Consultants: **Facilities Planning & Consulting Services**

Type of Service: Specialized Consulting

Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
						End
Original Contract Amount		\$40,000.00	\$ 2,500.00	8/19/2014		6/30/2015
Total Agreement Amount		\$42,500.00				

DESCRIPTION:

Total Proposed Amount: **\$42,500.00**

Contract End Date: **6/30/2015**

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Agreement with Freight Tech Security Specialists for Door Hardware Key System Consulting Services at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for a door hardware and key system consultant at Santa Ana College to provide consulting services to facilitate an update of the campus' existing door hardware and key system. The new door hardware and key system will be implemented campus wide and allows for updated key and access control. The consultant will assist in developing the project specifications and oversee implementation of specifications, door hardware conversions, coordination and any changes. Additionally, the consultant will assist with the design and set-up of a computerized key making system for the campus lock shop which facilitates enhanced security, key control and faster response times for key requests and emergencies.

ANALYSIS:

A Request for Proposal #1314-51 was released to three firms on April 15, 2014. The District received two (2) proposals for the project from Door and Hardware Consultants (Oxnard), and Freight Tech Security Specialists (Cypress). A selection committee convened on May 15, 2014 to review the proposals. The selection committee recommends Freight Tech Security Specialists after a thorough review based upon the culmination of their RFP response, experience, team members, approach to the project, fee, schedule and familiarity with the Santa Ana College security requirements. It is recommended that the District enter into an agreement with Freight Tech Specialists.

The services covered by this agreement shall commence on August 19, 2014 and end on August 19, 2016. The services are based on an hourly fee of \$105.00 with a total not-to-exceed fee of \$135,000.

This project is funded through Scheduled Maintenance funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Freight Tech Security Specialists for Door Hardware Key System Consulting Services at Santa Ana College as presented.

Fiscal Impact:	\$135,000	Board Date: August 18, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	

Board Agreement Summary

Board Date: 8/18/2014

Project: Door Hardware Key System

Site: **Santa Ana College**

Consultants: **Freight Tech Security Specialists**

Type of Service: Hardware Consulting

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$135,000.00		8/19/2014	8/19/2016
Total Agreement Amount		\$135,000.00			

DESCRIPTION:

Updating of existing locking hardware to the new campus standard

\$135,000.00

Total Proposed Amount:

Contract End Date:

8/19/2016

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Amendment to Agreement with HMC Architects for Architectural/Engineering Services for Dunlap Hall at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

In September of 2011, the District entered into an agreement with HMC Architects for architectural and engineering services for the Dunlap Hall renovation project at Santa Ana College. That agreement was subsequently amended in January of 2012 and again in December 2012. This new agreement is proposed to supersede all previous agreements and to reconcile proposed amendments. This is necessary at this time due to coordination with other construction projects, the change in delivery method to a Lease Lease-Back construction method and to reconcile various amendments for additional fees. If approved, it supersedes prior agreements and amendments with HMC Architects with a new master agreement.

ANALYSIS:

Project	Original Base Fee	
Original contract - September 2011	\$448,000	
Amendments (Previously Approved)	\$361,000	-Inclusion of structural engineering services within HMC contract. -Redesign for 1.) concrete beam repair, 2.) landscape design, 3.) expanded civil engineering scope and 4.) extended construction administration
Amendments (Pending Approval)	\$103,500	-Redesign of stadium seating to comply with DSA Access comments. -Utility Redesign. -Additional Engineering services for elevator support and DSA review.
Base Fee with All Amendments	\$912,500	
Reimbursables	\$45,000	
Total Revised Contract Value	\$957,500	

The District has paid, as of June 2014, \$623,325.51 in base fees and \$5,909.11 for reimbursable expenses. The District would owe a remaining balance in base fees in the amount of \$185,674.49 and \$39,090.89 in reimbursable expenses.

This agreement is funded by Measure E and Measure Q funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with HMC Architects for Architectural/Engineering Services at Santa Ana College as presented.

Fiscal Impact:	\$103,500	Board Date: August 18, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 8/18/2014

Project: Dunlap Hall Renovation

Site: **Santa Ana College**

Consultants: **HMC**

Type of Service: Architectural/Engineering Services

Agreement Summary	No.	Amount	Reimbursables	Start	Duration	
					Start	End
Current Contract Amount		\$809,000.00	\$ 45,000.00	9/12/2011		6/30/2015
Proposed Amendment		\$103,500.00				
Total Agreement Amount		\$957,500.00				

DESCRIPTION:

Architectural and engineering services for Dunlap Hall Renovation Project

\$103,500.00

Total Proposed Amount:

Contract End Date:

6/30/2015

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

To:	Board of Trustees	Date:	August 18, 2014
Re:	Approval of Change Order #1, Agreement with Sun Industries for Energy Conservation Services for LED Conversion Project at Santa Ana College		
Action:	Request for Approval		

BACKGROUND:

On April 14, 2014, the Board of Trustees approved Resolution No. 14-15 Agreement for Energy Conservation Services with Sun Industries for Energy Conservation Services for the LED Conversion project at Santa Ana College. This is a year 2013-2014 Proposition 39 project which has received state funds for the project. Due to final close out phase requirements for commissioning, measurement and verification, additional time is needed by the contractor and District to meet the Proposition 39 requirements.

ANALYSIS:

Sun Industries needs an extension of time to complete the construction phase of this project as well as time to complete the measurement and verification phase as required by the Proposition 39 program. This phase requires additional time for Sun Industries to coordinate with the California Community College Investor Owned Utilities (CCCIU) Partnership and finalize auditing requirements.

Change Order #1 extends the contract from June 30, 2014 to December 31, 2014. There is no change in contract value. The testing and measuring of system performance activities are part of the base scope of work for the project. The testing and measurement to verify actual energy savings, occurs 2-3 months after completion of construction. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project is funded by Proposition 39, utility rebates and Capital Facilities Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Agreement with Sun Industries for Energy Conservation Services for LED Conversion project at Santa Ana College as presented.

Fiscal Impact:	None	Board Date:	August 18, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

Board Change Order Summary
Rancho Santiago Community College
2323 N. Broadway, Santa Ana, CA. 92706-1640

Board Date: 8/18/2014

Project: Santa Ana College LED Conversion **Site:** Santa Ana College

Contractor: Sun Industries

Contract #: PO # 14-BP000269 **Change Order (CO) No. :** 1

Contract Schedule Summary						
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date	
5/5/2014	57	6/30/2014	0	184	12/31/2014	

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$1,207,000.00	
Previous Change Orders	1	\$0.00	
Previous Change Orders	2	\$0.00	
Previous Change Orders	3	\$0.00	
Previous Change Orders	4	\$0.00	
This Change Order	5	\$0.00	
Total Change Order (s)		\$0.00	0.0%
Revised Contract Amount		\$1,207,000.00	

Description of Items				
Description	Time	Credit	Add	Net
An extension of time is required to complete construction activities. Construction is expected to be complete by July 30, 2014. Additional time is required to coordinate the measurement and verification phase of the project with the California Community Colleges Investor Owned Utilities Partnership. There is no change in contract value.	184	\$ -	\$ -	\$ -
	Total Change Order Amount			\$ -
	Total Days Extended This Change Order			184



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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Notice of Completion: Bid #1235 for Artesia Street Improvements at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On July 21, 2014 the Board of Trustees approved a contract with All American Asphalt to complete the Artesia Street improvements adjacent to the soccer field at Santa Ana 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 completed on July 7, 2014 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 is \$35,998.

This project is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion with All American Asphalt for the Artesia Street Improvements at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: August 18, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, 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:

Carri Matsumoto
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 Santa Ana College, located at 1530 West 17th Street, Santa Ana, California, caused improvements to be made to the property to with: Bid #1235 – Artesia Street Improvements, the contract for the doing of which was heretofore entered into on the 21st day of July , 2014, which contract was made with All American Asphalt PO# 14-0032144 as contractor; that said improvements were completed on the 7th day of July, 2014, and accepted by formal action of the governing Board of said District on the 18th day of August, 2014; 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 Fidelity and Deposit Company of Maryland.

I, the undersigned, say: I am the Vice Chancellor of Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on August 18, 2014 at Santa Ana, California.

Rancho Santiago Community College District of Orange
County, California

by _____

Peter J. Hardash, *Vice Chancellor*
Rancho Santiago Community College District

State of California)
 §
County of Orange)

Subscribed and sworn to (or affirmed) before me on this _____
day of _____, 20__, by _____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Executed at _____

California, on _____, 20_____.

Signature _____

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Ratification of Award for Bid #1239 for Roofing Replacement Project at Hammond Hall at Santa Ana College	
Action:	Request for Ratification	

BACKGROUND:

On September 24, 2013, a roof survey was conducted of Hammond Hall (Building H) at Santa Ana College to assess the condition of the existing roof membrane system. The existing system was installed in 1990 and had been exhibiting signs of deterioration due to cracking, blistering, ponding and leakage. The survey determined that the roof has reached the end of its lifecycle after 24 years. It was recommended that the roof membrane be replaced. As a result of the survey and recommendation Bid #1239 was issued for the replacement of the roof membrane system on Hammond Hall.

ANALYSIS:

In accordance with the Uniform Public Construction Cost Accounting Act, Bid #1239 Hammond Hall Roofing Replacement was appropriately advertised and a Notice Calling for Informal Bids was sent to the qualified contractors list (approximately 45 contractors).

A mandatory job walk was held on June 19, 2014. Bids were opened on July 2, 2014 for the Hammond Hall Roofing Replacement at Santa Ana College project as noted on the attached Bid Results form. The District received six (6) bids for the project. C.I. Services, Inc. (Mission Viejo) submitted the lowest responsive bid in the amount of \$77,865.00. District staff has conducted a due diligence review to ensure compliance with license and bid bond requirements. The Vice Chancellor of Business Operations/Fiscal Services authorized the award of the contract, under the authority of CUPCCA, to C.I. Services, Inc.

This project is funded by Scheduled Maintenance.

RECOMMENDATION:

It is recommended that the Board ratify the award of Bid #1239 to C.I. Services, Inc. as presented.

Fiscal Impact:	\$77,865.00	Board Date: August 18, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor	



2323 North Broadway
Santa Ana, CA 92706-1640

FACILITY PLANNING

BID RESULTS:

BID # 1239
1 Addendum issued

PROJECT: Hammond Hall Roofing Replacement
Santa Ana College

DUE DATE: July 3, 2014
@ 2pm

BIDDER	TOTAL BID AMOUNT
<p>C.I. Services, Inc. 26861 Trabuco Road, Suite #353 Mission Viejo, CA 92691</p>	<p>77,865.00</p>
<p>Midwest Roofing & Solar 1502 West 132n Street Gardena, CA 90249</p>	<p>85,740.00</p>
<p>Chapman Coast Roof, Inc. 2301 East Orangethorpe Avenue Fullerton, CA 92831</p>	<p>87,101.00</p>
<p>Tecta America 1217 East Wakeham Avenue Santa Ana, CA 92705</p>	<p>89,881.00</p>
<p>ADCO Roofing Inc. 5743 Cahuenga Boulevard North Hollywood, CA 91601</p>	<p>104,036.00</p>
<p>Best Contracting Services 19027 South Hamilton Avenue Gardena, CA 90248</p>	<p>109,723.00</p>
<p>6 Total Bidders</p>	

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Amendment with WLC Architects, Inc. for Architectural and Engineering Consulting Services for the Building D Renovations at Santiago Canyon College.	
Action:	Request for Approval	

BACKGROUND:

This is an amendment to an existing agreement for architectural programming services related to the Building “D” Renovation project at the Santiago Canyon College. The Board of Trustees approved the agreement on April 14, 2014 with WLC Architects, Inc. for professional services for programming and design services for the Building “D” Renovation. This amendment is to clarify the scope of work with regards to the programming services needed. WLC Architects has been working with the college over the past several months to review the programming of spaces within Building “D” and the classes and faculty which are moving from other locations of the campus. As part of this project, it was determined that users would be moving and relocating across campus due to the opening of the Humanities Building and that there can be a consolidation of programs that could move into Building “D”. By way of these moves and the Building “D” renovation, it was discovered that the District can now remove the older leased portables referred to as the “S” Buildings (6). Staff and WLC Architects have been working with the campus to program spaces in the “D” Building to pick up efficiency in use of space so that these portables can be removed.

Originally, the removal of the portable “S” Buildings and its related scope of work to repair the parking lot and provide landscaping was originally part of the Humanities construction project. The removal of portables was temporarily delayed due to the need to use the buildings for the relocated classes from the Orange Education Center (OEC). Concurrently, the other temporary portable “U” Buildings (21) are uncertified with the DSA and now require certification. Given the change in scope of additional programming meetings, space planning work and additional design layouts has been necessary to complete this phase of work. This amendment will clarify the scope of work in this programming phase. Once the programming effort has been completed, the District will move into the design phase and will recommend a new agreement for design services to be considered by the Board of Trustees at a later date.

ANALYSIS:

These recommended changes are to the scope of work and not to the previously approved contract which has a fixed fee of \$55,000. There is also no change to the duration of the agreement.

This agreement is funded by Capital Outlay and Measure E Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment with WLC Architects for the Building D Renovations at Santiago Canyon College as presented.

Fiscal Impact:	none	Board Date: August 18, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 8/18/2014

Project: Building D Renovations

Site: **Santiago Canyon College**

Consultants: **WLC Architects, Inc.**

Type of Service: Master Planning Service

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$55,000.00		4/15/2014	12/31/2015
Amendment Amount		Clarification of scope			
Total Agreement Amount		\$55,000.00			

DESCRIPTION:

Design and related work including programming to the Building D interior

Total Proposed Amount:

Clarification of Scope Only

Contract End Date:

12/31/2015

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Change Order #1, Agreement with Southland Industries for Energy Conservation Services for Retro-Commissioning of Science Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On February 18, 2014, the Board of Trustees approved Resolution No. 14-06 Agreement for Energy Conservation Services with Southland Industries for the Retro-Commissioning of Science Building at Santiago Canyon College. This is a year 2013-2014 Proposition 39 project which has received state funds for the project. Due to final close out phase requirements for commissioning, measurement and verification, additional time is needed by the contractor and District to meet the Proposition 39 requirements.

ANALYSIS:

The construction phase of this project has been completed, and currently Southland Industries needs to complete the measurement and verification phase as required by the Proposition 39 program. This phase requires additional time for Southland Industries to coordinate with the California Community College Investor Owned Utilities (CCCIU) and finalize auditing requirements.

Change Order #1 extends the contract from June 30, 2014 to December 31, 2014. There is no change in contract value. The testing and measuring of system performance activities are part of the base scope of work for the project and are not additional services. The testing and measurement to verify actual energy savings, occurs 2-3 months after completion of construction. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project is funded by Proposition 39, utility rebates and Capital Facilities Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Agreement with Southland Industries for Energy Conservation Services for Retro-Commissioning of Science Building at Santiago Canyon College as presented.

Fiscal Impact:	None	Board Date: August 18, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Change Order Summary
Rancho Santiago Community College
2323 N. Broadway, Santa Ana, CA. 92706-1640

Board Date: 8/18/2014

Project: Santiago Canyon College Retrocommissioning **Site:** *Santiago Canyon College*

Contractor: Southland Industries

Contract #: PO 14-P00030958 **Change Order (CO) No. :** 1

Contract Schedule Summary						
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date	
3/19/2014	104	6/30/2014	0	184	12/31/2014	

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$628,339.00	
Previous Change Orders	1	\$0.00	
Previous Change Orders	2	\$0.00	
Previous Change Orders	3	\$0.00	
Previous Change Orders	4	\$0.00	
This Change Order	5	\$0.00	
Total Change Order (s)		\$0.00	0.0%
Revised Contract Amount		\$628,339.00	

Description of Items				
Description	Time	Credit	Add	Net
An extension of time is required to coordinate the measurement and verification phase of the project with the California Community Colleges Investor Owned Utilities Partnership. There is no change in contract value.	184	\$ -	\$ -	\$ -
	Total Change Order Amount			\$ -
	Total Days Extended This Change Order			184

4.14 (2)



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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Change Order #1, Bid #1220 – Contract with West Coast Netting, Inc. for Field Netting Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District ratified a contract on March 24, 2014 to West Coast Netting, Inc. to install field netting adjacent to athletic fields at Santiago Canyon College.

ANALYSIS:

Change Order #1 decreases the contract by \$30,000 which is a credit back to the district for unused allowance. The revised contract amount is \$82,500.

This project was funded by Measure Q.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1220 – Contract with West Coast Netting, Inc. for Field Netting Project at Santiago Canyon College as presented.

Fiscal Impact:	- \$30,000	Board Date: August 18, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Change Order Summary
Rancho Santiago Community College
2323 N. Broadway, Santa Ana, CA. 92706-1640

Board Date: *Monday, August 18, 2014*

Project: _____ **Site:** Santiago Canyon College

Contractor: West Coast Netting

Contract #: Bid #1220 **Change Order (CO) No. :** 1

Contract Schedule Summary						
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date	
3/6/2014	90 days	6/6/2014		0		

Change Order Summary			
Description	Number	Amount	% of Contract
Original Contract Amount		\$112,500.00	
Previous Change Orders			
Previous Change Orders			
Previous Change Orders			
Previous Change Orders			
This Change Order	1	-\$30,000.00	
Total Change Order (s)		-\$30,000.00	-26.7%
Revised Contract Amount		\$82,500.00	

Description of Items				
Description	Time	Credit	Add	Net
Final reconciliation of unused amounts	0	\$ (30,000.00)		\$ (30,000.00)
Total Change Order Amount				
Total Days Extended This Change Order				0



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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Notice of Completion: Bid #1220 – Contract with West Coast Netting, Inc. for Field Netting Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 24, 2014 the Board of Trustees approved a contract with West Coast Netting, Inc. to complete the field netting project for the soccer and softball field at Santiago Canyon College. As required by the 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 completed on June 25, 2014 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 \$82,500.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion with West Coast Netting, Inc. for Field Netting Project at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: August 18, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, 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:

Carri Matsumoto
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 with: Bid #1220 – Field Netting Project, the contract for the doing of which was heretofore entered into on the 24th day of March , 2014, which contract was made with West Coast Netting, Inc. PO# 14-0030580 as contractor; that said improvements were completed on the 25th day of June, 2014, and accepted by formal action of the governing Board of said District on the 18th day of August, 2014; 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 Hartford Fire Insurance Company

I, the undersigned, say: I am the Vice Chancellor of Rancho Santiago Community College District the declarant of the foregoing notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
Executed on August 18, 2014 at Santa Ana, California.

Rancho Santiago Community College District of Orange
County, California

by _____

Peter J. Hardash, Vice Chancellor
Rancho Santiago Community College District

State of California)
 §
County of Orange)

Subscribed and sworn to (or affirmed) before me on this _____
day of _____, 20__, by _____,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Executed at _____

California, on _____, 20_____.

Signature _____

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Agreement with Ninyo & Moore for Geohazard, Geotechnical, and Material Testing and Inspection Services at the Orange Education Center	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement to provide Geohazard, Geotechnical, and Material Testing and Inspection Services for the Building Certification Project at the Orange Education Center. Geohazard and geotechnical services are a requirement by the Division of the State Architect (DSA). In addition, as part DSA's certification requirements for the building a material testing and inspection plan of the existing building must be performed in accordance with REH 002a procedures.

ANALYSIS:

A Request for Qualifications RFQ #1314-14 for Geotechnical Engineering Consulting Services was released on October 22, 2013. The District received eight responses from Converse (Costa Mesa), Geo-Advantec Inc. (San Dimas), Koury Engineering, Inc. (Chino), Geotechnical Solutions, Inc. (Irvine), Leighton Consulting (Irvine), MTGL (Anaheim), Petra Geotechnical, Inc. (Costa Mesa), and Ninyo & Moore (Irvine). A selection committee convened on January 9, 2014 to review the proposals and all firms were deemed qualified for the short list.

A Request for Proposal #1314-58 for geohazard, geotechnical, and material testing and inspection services was released to three of the pre-qualified firms on June 9, 2014. The District received two responses; Leighton Consulting and Ninyo & Moore. A selection committee reviewed the proposals and recommends Ninyo & Moore after a thorough review based upon the culmination of their RFP response, experience, team members, approach to the project, fee, schedule and familiarity with the existing site. It is recommended that the District enter into an agreement with Ninyo & More for Geohazard, Geotechnical, and Material Testing and Inspection Services at the Orange Education Center.

The services covered by this agreement shall commence on August 19, 2014 and end June 30, 2015. The services are based on an hourly not-to-exceed fee in the amount of \$74,539.38.

This agreement is funded by Measure E, Budget Stabilization Funds and Redevelopment Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Ninyo & Moore for Geohazard, Geotechnical, and Material Testing and Inspection Services at the Orange Education Center as presented.

Fiscal Impact:	\$74,539.38	Board Date: August 18, 2014
Prepared by:	Carri M. Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 8/18/2014

Project: Building Certification

Site: **Orange Education Center**

Consultants: **Ninyo & Moore**

Type of Service: Geohazard. Geotechnical and Material
Testing and Inspection

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Original Contract Amount		\$74,539.38		8/19/2014	6/30/2015
Total Agreement Amount		\$74,539.38			

DESCRIPTION:

Geohazard and geotechnical services, material testing and inspection

\$74,539.38

Total Proposed Amount:

Contract End Date:

6/30/2015

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Agreement with Margolis Healy & Associates, LLC – Clery Act and Title IX Compliance Assessment	
Action:	Request for Approval	

BACKGROUND

Under federal law RSCCD complies and publishes an annual security report in accordance with the Clery Act. This requires colleges and universities to disclose their security policies, keep a public crime log, publish an annual crime report and provide timely warnings to students and campus employees about a crime posing an immediate or ongoing threat to students, faculty and campus employees among other requirements. The law also ensures certain basic rights for victims of campus sexual assaults and requires the U.S. Department of Education to collect and disseminate campus crime statistics.

ANALYSIS

The past 18 months have been a watershed of new requirements and expectations about how schools prevent and respond to sexual violence against students: the Violence Against Women Act's (VAWA) amendments to the Clery Act, the White House Task Force's first report "Not Alone," the Department of Education's Questions and Answers on Title IX and Sexual Violence, as well as the CDC reports "Preventing Sexual Violence on College Campuses." Some of these requirements speak specifically to college and university population. Rules generally apply to institutions receiving federal money or aid. To meet our current and new legal obligations it has been assessed that the District needs to have a complete assessment of our current compliance. The goal of the assessment is to identify gaps and challenges with the college's compliance efforts. Margolis Healy & Associates are a professional services firm that specializes in higher education safety and security; they have significant experience conducting public safety management studies; safety and security program assessments; Clery Act and Title IX regulatory compliance reviews; independent investigations; and safety and security strategic planning processes, amongst a range of other related services. Where challenges are identified in the Clery Compliance program, they will recommend approaches to correct deficiencies and enhance compliance.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Agreement with Margolis Healy & Associates LLC, to assess Rancho Santiago Community College District's compliance with the Clery Act and Title IX as presented.

Fiscal Impact:	\$52,000 (one time)	Board Date: August 18, 2014
Prepared by:	Alistair Winter, Interim Director Safety and Security	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



128 Lakeside Avenue, Suite 302
Burlington, Vermont 05401
866.817.5817 (toll free & fax)
www.nccpsafety.org

www.margolishealy.com

July 29, 2014

Alistair Winter
Interim Director Safety & Security
Rancho Santiago Community College District
2323 N Broadway
Santa Ana, California 92706

RE: Clery Act Compliance Assessment Retainer Services

Dear Alistair,

To follow up on our correspondence, this letter (“Agreement”) serves to confirm that Rancho Santiago Community College District (the “College”) has retained Margolis Healy & Associates, LLC (MHA), to assist with an assessment of the College’s Clery Act compliance program.

Scope of Engagement

The scope of services provided under this Agreement is specifically set forth in Exhibit A. Our services are limited to this matter unless we are engaged to assist the College on additional matters.

Fees & Billing Arrangement

We will openly discuss billing with you at all times and work to establish a cost effective approach to complete the necessary work. We have set our fees for this matter at \$44,000, plus any direct expenses. MHA will invoice 30% of the total value of services upon execution of contract, 50% upon completion of site-visit, and 20% upon submission of draft final report. Interest on overdue invoices is at the lesser amount of the maximum allowed by law or 3% per month after 30 days on any unpaid balance. We are open to discussing alternative invoicing schedules that are in the mutual best interest of both parties.

Additional Terms of Engagement

The College may terminate this Agreement for its convenience at any time upon twenty (20) days prior written notice to MHA. Provided MHA has completed all of the services set forth above, MHA may terminate this Agreement for its convenience at any time upon twenty (20) days prior written notice to the College. Either party may terminate this Agreement if the other breaches any material obligation provided in this Agreement and fails to cure that breach within thirty (30) days after its receipt of written notice identifying the breach. The College’s sole

obligation upon any termination of this Agreement will be to pay MHA for services performed and any direct expenses accrued before the date of termination.

The College agrees to indemnify, defend, and hold harmless MHA, and its subcontractors and affiliates, together with their respective employees, officers, agents and directors, and their respective successors, heirs and assigns, from and against all claims, suits, loss or damage (including reasonable attorney's fees) arising out of any and all third party subpoenas served on MHA, or other discovery requests directed to MHA, relating to documents, testimony or other information in MHA's possession or control as a result of the services performed by MHA under this Agreement.

In no event will either the College or MHA be liable to other party for any consequential, incidental, special, exemplary, punitive, indirect or similar damages, even if it has been advised or is aware of the likelihood of such damages.

MHA's total cumulative liability under this agreement will not exceed amounts paid by the College for services provided under this agreement. This limitation will apply, regardless of whether any remedy set forth herein fails of its essential purpose and regardless of whether a claim or action sounds in contract, tort, negligence, strict liability, contribution, indemnity or any other legal theory.

If you understand and agree to the terms of our engagement as described above, we would appreciate your signature, or that of the designated official, on this Agreement on behalf of Rancho Santiago Community College District. Please return it to me (e-signature preferred) as we are eager to get started on your project.

We will be in touch to set up a conference call to discuss dates, documents, and other logistics necessary for the project's success.

We look forward to working with you on this matter.

Very Truly Yours,

MARGOLIS HEALY & ASSOCIATES, LLC

Accepted and agreed:

By:

Duly Authorized Representative for Rancho Santiago Community College District

Date:

Exhibit A**I. CLERY ACT COMPLIANCE ASSESSMENT SERVICES**

The Clery Act Compliance Assessment includes an in-depth audit of the applicable programs, policies, procedures, and processes in several Rancho Santiago Community College District (“College”) departments, including, but not limited to, the Safety & Security Department, Student Life (and associated/subordinate offices, including residential life and student conduct), Health Services, Office of Human Resources, Legal Services, Athletics, etc. The goal of the assessment is to identify gaps and challenges with the College’s compliance efforts. Where we identify challenges in the Clery Compliance program, the team will recommend approaches to correct deficiencies and enhance compliance.

We conduct both on- and off-site reviews of the compliance program, including an in-depth evaluation of College’s Annual Security and Fire Safety Report(s) using the MHA Proprietary Clery Act Compliance Checklist, developed and evolved over several years working to enhance Clery compliance at institutions of higher education. We interview the following offices during the Assessment (where applicable):

- Office that has primary responsibility for Clery Compliance (College public safety, compliance office, risk management, etc.);
- Office of Student Life representatives, including Student Activities, Greek Life, Student Center manager;
- Office of Student Conduct;
- Athletics;
- Counseling Center;
- Women’s Center (or office where sexual assault advocates report);
- Prevention and Health Education professionals;
- Office of Human Resources representatives; and,
- Others, as MHA and the College deem appropriate.

Methodology

The multi day on-site review (typically 3-4 days) includes an examination of the methodology and process of Clery Act compliance. During this phase, the MHA team meets with College officials responsible for all aspects of campus public safety, student life (including, but not limited to student conduct, housing coordination, student organizations, and student activities), athletics, and all others responsible for Clery Act compliance (identified above). The meetings will consist of Q&A sessions designed to examine current and past practices related to campus security and Clery Act programs, protocols and practices. During the meetings outlined above, College administrators should be prepared to discuss the following:

- Development of a Clery Coordinating Committee (or similar group);
- Identification and training for Campus Security Authorities (CSAs);
- Protocols for CSAs;

- Training for those responsible for Clery Act compliance;
- Process used for gathering data from CSAs and appropriate local police;
- How College officials handle information received from campus security authorities;
- Process used to classify crimes;
- Process for determining when to issue Timely Warning Report and Emergency Notifications;
- Overlap between Title IX coordination and the Clery Act, including current planning and implementation for VAWA compliance;
- Relationship between the Safety & Security Department and the College's counseling center, Women's Center, or sexual assault advocates;
- Relationship between the Safety & Security Department and local area (off-campus) sexual assault advocates;
- Relationship between the Safety & Security Department and local police agencies where RSCCD owns and/or controls property;
- Clery Act self-assessments conducted over the past 5 years; and,
- Compliance with the Campus Fire Safety Act.

The assessment will include a comprehensive review of several years' incident reports and arrest/referral data related to Clery Act offenses to determine if the College is appropriately classifying and reporting statistics. Our methodology for this phase is multifaceted and includes:

- Review of the computer-aided dispatch and records management system to gain an overall understanding of record keeping processes;
- Review of the investigatory process to understand how incident reports progress through the system;
- Review of applicable incident reports to ensure they are properly coded according to Clery Act standards;
- Review of associated Timely Warning Reports/Emergency Notifications to ascertain if these notices were issued in accordance with requirements;
- Assessment of how incidents are reported to other CSAs;
- Assessment of how incidents reported to the local police, and occurring on Clery-defined geographical areas, are documented;
- Review of the process used in the Student Life office to document drug, liquor and weapons violations;
- Review of the student conduct software application used to record these violations;
- Rigorous testing of the above mentioned system to ensure validity; and,
- Review of the applicable reports to ensure they are properly coded.

Document Needs

- Assessment of how incidents are reported to other CSAs;
- A list of all Campus Security Authorities for Clery Act purposes;
- A copy of the College's catalog and student handbook and for each separate school, division, or location within the College for the past three academic years;
- A copy of the organizational chart for the public safety and security-related functions for the Institution for all separate schools, divisions, etc. within the College;
- The Safety & Security Department policy manual and policies related to the following functions (dispatch, response to calls, report writing, arrests including issuance of citations, and protocols for responding to and/or investigating arson, sexual assault, and active shooter scenarios);
- The relevant portion of any applications, brochures, disclosures, forms, and other publications related to the Clery Act that is normally distributed to 1) prospective students; 2) prospective employees; 3) first-time students; and, 4) new hires of the College and all separate schools, divisions, etc. within the College that address campus crime and campus security;
- Copies of all agreements and/or contracts with any agencies or organizations that provide any protective service, security, counseling, or other service related to the College's security and safety programs;
- A detailed description of all dispatch/response and recordkeeping systems (hardcopy; software; etc.) utilized by any of the College's offices or contractors with security-related responsibilities (Safety & Security Department, Student Conduct, Student Life; etc.);
- Copies of all campus, patrol, and/or sector maps (with legends) utilized by the Safety & Security Department, contract security agency, and/or the real estate office;
- A comprehensive list of all buildings and property owned or controlled by RSCCD, including leased property (the list should include the address, the building code, and category of the property as defined by the Clery Act: on-campus, residence halls, non-campus property, and public property, etc.);

RSCCD agrees to provide access to the campus, and appropriate departments; all relevant information, statistics and data; permission to interview employees; and access to students, where applicable. It is critical to the completion of this work that College staff assists fully and completely.

II. LOGISTICS

Upon execution of a contract, we schedule a conference call with the institution to confirm timelines and deliverables, and any last minute issues. We will provide a template schedule and assist with identifying people and functions to interview. Our engagements require us to navigate the various processes, politics and relationships unique to the culture of the College. We've found that having two (2) key positions assigned to work with us facilitates our efficiency and the quality of our deliverables. First, a high-level administrator(s) assigned as a Senior Project Liaison assists us with interpreting findings and discussing emerging issues and direction. This person is often a Vice President, General Counsel or committee chair, and communication at this level is through a Managing Partner and/or the assigned MHA Project Lead. In addition, given the often-sensitive nature of our work, we've found it highly useful to include a member of the institution's legal staff on relevant email communications, conference calls, and draft deliverable documents in order to activate the protections of legally privileged communication.

Second, we ask for a Logistics Coordinator to provide a single point of contact for logistics and operational needs relative to our work at the institution. It is critical that this person has an exceptional understanding of College operations and organizational structure. Typically, this person coordinates interviews and meetings, and serves as a point of contact for gathering information. They work closely with the assigned MHA delegation.

During team visits, for interviews we prefer 90-minute sessions by logical, functional area groupings. For example, risk management and facilities could be part of one session while residential life and student conduct, concurrently part of another. We will meet with individuals and individual departments, if necessary, and depending on size and campus needs. If, during our interviews, we determine that we need additional time with a particular group or individual, we'll make arrangements to do so during the site visit, or schedule follow-up calls. We will provide the College with a template site visit schedule and overall work plan with milestones, tasks and deliverable timelines.

We appreciate securable, private office space on campus with power, phone and Internet access. This space should be easily accessible and large enough to accommodate the working needs of the MHA team, to include conducting meetings and interviews with faculty, staff and students.

III. DELIVERABLES

We synthesize the data gathered through research and assessment, as outlined above, and produce a deliverable (e.g., report, presentation, and/or executive summary) that assesses the areas under review against reasonable, appropriate and acceptable standards in campus public safety and Clery Act compliance (federal law). As part of our findings and recommendations, deliverables will include the following:

1. A detailed assessment of the current state of the College's Clery Act compliance relative to reasonable, appropriate and acceptable standards, practices and/or benchmarks; and,
2. A detailed matrix of cohesive, comprehensive, feasible, sequenced, and actionable recommendations required and sufficient for responsible, reasonable, promising, and acceptable deployment of our recommendations. For example, recommendations may be categorized into those that can be implemented immediately with minimal cost and/or disruption to the normal operations of the College; those that should be implemented in subsequent years, and those that should be implemented over an extended period of time.

We are available for meetings (in-person and/or phone) with liaisons and institution leadership at mutually agreed to dates and times (i.e., meetings for Trustees; Faculty Senate; Staff Council; Student Government Association, etc.), and we are available to provide a formal presentation on the report's findings to a Steering Committee or relevant group. We back all recommendations with justifications and supportive reasoning.

In general, we deliver a draft report within 45 - 60 business days of our site visit and depending on the cooperation of institutional staff and external resources in providing us additional information, clarifying issues, and responding to questions (see comments on submission through the General Counsel or legal representative). Issues that require immediate attention will be identified during the site visits and various out brief meetings. We typically provide 10 – 21 days for the institution to review the draft deliverables and provide comments for clarification or editing, and reserve the right to finalize the deliverable at our discretion. Upon receiving these comments, the final deliverable may be submitted to our legal associate for review (as appropriate), and then to our copy editor and graphic designer for production. The final deliverable is provided in PDF format to the General Counsel (to invoke legal privilege and prevent the disclosure of sensitive information), Senior Project Liaison (see below) or designees.

Our team is prepared to perform these services for Rancho Santiago Community College District and to exceed expectations.

IV. VALUE

Value for services proposed is indicated below. To the extent lawful, the College agrees to cooperate in facilitating access to all necessary information and support to assist us with completing the scope of services. Failure to do so could result in increased costs and delays.

SERVICES	VALUE
Clery Act Compliance Assessment	\$44,000
Direct Expenses	As Incurred

We prefer to invoice 30% of the total value of services upon execution of contract, 50% upon completion of site-visit, and 20% upon submission of draft final report; or some combination thereof in the best interests of all parties. We will invoice the College for travel expenses as incurred, conservatively estimated at 15% to 20% of value (report preparation, air travel, lodging, parking, per diem and mileage - GSA and IRS rates). Payment is expected upon presentation of invoice. Interest on overdue invoices is at the lesser amount of the maximum allowed by law or 3% per month after 30 days on any unpaid balance.

If, for any reason, the College is unable to fulfill their portion of the project in the detail identified by the College and MHA as necessary to complete the effort, or should the College become unable to provide essential support, access or information, or in some way be unable to fulfill their responsibilities, then the College will either (1) pay MHA an additional amount at the rate of \$495.00 per hour to meet the terms of the Agreement, or (2) forgo that portion of the project

V. SCHEDULE

SERVICES	ACTIVITY	DATE
Engagement	Retainer Executed	3 rd Quarter 2014
Clery Act Compliance Assessment	Site Visit	3 rd or 4 th Quarter 2014
Clery Act Compliance Assessment Deliverables	Draft Report	Site Visit + 45 days
	Final Report	Draft Review + 14 days

Timelines for deliverables are dependent on draft review turnaround from the institution and support from staff during the study. This timeline is an estimate based on business days and subject to change following further discussion. We reserve the right to finalize the report at our discretion.

VI. ASSIGNED RESOURCES

We have assembled a qualified and experienced core and advisory team of professionals identified based on your objectives. In addition to our full time staff, they assist in the execution of projects and delivery of services in accordance with their professional standing and our prerequisite skills. We work with only the best and brightest colleagues to ensure that we exceed our client's expectations, and we select our associates carefully based on their experiences, qualifications, and reputations. As with all engagement and project efforts, actual staffing will be determined at the time of the institution's decision to proceed. The assigned resources will be responsible for supporting the College on this project:

- Steven J. Healy, Managing Partner
- Paul Verrecchia, Director of Organizational Assessment Services
- Vicky Stormo, Manager of Organizational Assessment Services
- Katherine Forman, Manager of Client Relations
- Roxanne Hall, Associate

We reserve the right to include additional qualified associates on this project, or change those assigned, at our sole discretion. For biographies and a complete list of staff and associates please visit <http://www.margolishealy.com>.

VII. FIRM QUALIFICATIONS

Margolis Healy is a professional services firm specializing in campus safety, security, and regulatory compliance for higher education and K-12. We provide our clients with a variety of specialized services that include, but are not limited to, campus safety and security assessments, Title IX and Clery Act assessments; emergency management risk and hazard assessments; emergency preparedness and crisis response systems and exercises; implementation of lethal and less-than-lethal force options; litigation consultation; and special investigations/independent reviews. Our team of professionals brings a diverse set of skills and expertise to client institutions ranging from large public universities to private institutions, community colleges and K-12 private and public school districts.

Dr. Gary J. Margolis and Mr. Steven J. Healy founded Margolis Healy in January 2008 when they merged their practices, Margolis & Associates, LLC and Strategic Security Consulting, LLC, into Margolis Healy & Associates, LLC. With more than fifteen years each of providing consulting services to clients in the education, public and private sectors, their combined experience quickly earned Margolis Healy recognition as one of the leading professional services firms for safety and security needs in North America. Recently, the U.S. Department of Justice Bureau of Justice Assistance awarded the firm funding authorized by Congress to establish and operated the National Center for Campus Public Safety.

The Margolis Healy team has personally managed or been intimately involved with numerous high profile higher education cases. These cases include Clery Act and Title IX compliance issues at institutions such as Penn State or critical incidents on college campuses ranging from violent crimes at universities such as Virginia Tech to natural disasters (including the 9/11 tragedy and its impact on the schools in NYC). We have first-hand experience in strategic security planning, crisis response and recovery planning and campus public safety management at institutions of higher education. Dr. Margolis was contracted to review the Federal Emergency Management Department's Incident Action Guides to assure their relevancy to the higher education environment. Shortly after the tragic mass-shooting incident at Virginia Tech in 2007, the U.S. Department of Education Office of Safe and Drug-Free Schools asked Mr. Healy to participate in the development of the first-ever emergency management guide for higher education. That document, Action Guide for Emergency Management at Institutions of Higher Education, is considered an essential playbook for campuses developing or refining their emergency management programs. In addition, Mr. Healy and Dr. Margolis are the lead authors of the International Association of Campus Law Enforcement Administrator's Blueprint for Safer Campuses: An Overview of the Virginia Tech Tragedy and Implications for Campus Safety. This document, unveiled at a press conference sponsored by the Woodrow Wilson School of Public and International Affairs at Princeton, is a roadmap for campus safety and security. Margolis Healy also manages competitive grants from the U.S. Department of Justice (Community Oriented Policing Services Office and Bureau of Justice Assistance) on topics ranging from behavioral threat assessment to crime prevention and study abroad safety.

Mr. Healy and Dr. Margolis have worked tirelessly to assemble the best and brightest in the campus safety and security, and regulatory compliance fields in order to provide Margolis Healy clients with outstanding service. The high-level of professionalism and breadth of experience each member of the Margolis Healy team has is second to none and allows us to provide each of our clients, no matter how difficult or challenging their case may be, with personalized attention and, most importantly, high-quality work.

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

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of Phoenix Group to Provide Appeal Hearings for Citation Disputes	
Action:	Request for Board Approval	

BACKGROUND

Since 2011 Phoenix Information Group have been the outside vendor used to process, manage and collect fines resulting from parking citations issued at SAC, SCC and other District locations. Outsourcing this function has been the most cost effective way because the seasonal nature of this activity requires more staff at peak times of the year and fewer staff during periods when classes are not in session.

ANALYSIS

The Phoenix Group offers 24 hour access to an on-line payment service, so that violators may pay quickly and conveniently, giving the district access to fine revenue earlier. The Phoenix Group provides a more aggressive collection service to collect fines after DMV holds are ignored. They also collect fines for parking citations issued to vehicles registered in other states.

The Phoenix Group has a parking citation management program that is accessible on-line which provides the district instantaneously a variety of reports and data to track individual citations, to track citations issued by individual officers, to manage the overall parking enforcement program and to manage the parking citation contesting/appeals program. The final step in the appeal process is a personal hearing. To date this appeal had been carried out in house by faculty from the criminal justice department. This is no longer a feasible option, due to the increase in the number of appeals. Phoenix group provide this service for an additional cost per month.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract for parking citation collections, management services, and the additional service of conducting personal hearings with the Phoenix Group as presented.

Fiscal Impact:	\$2,500 (annually)	Board Date: August 18, 2014
Prepared by:	Alistair Winter, Interim Director Safety and Security	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



PHOENIX GROUP Information Systems, a California Corporation
2677 N. Main Street, Suite 400
Santa Ana, CA 92705
(Hereinafter referred to as "PHX")

Date: 7/14/2014

Agrees to provide to:
Rancho Santiago Community College District
2323 N. Broadway #101
(Hereinafter referred to as "AGENCY")

(Citizen, student, cited person Hereinafter referred to as "INDIVIDUAL")

1.0 PROCESSING SERVICES PROVIDED

PHX will provide the AGENCY with a citation processing management system and access to the database via Internet and Wincite™.

1.1 Payment Dispositions: The AGENCY will forward any payment information as well as cancellations, dismissals, voids, corrections and/or other relevant information pertaining to the citation(s) status. PHX will update the AGENCY on a monthly basis regarding status of payment updates. The AGENCY may also update this information directly to the database remotely.

1.2 Registered Owner Information: PHX will be responsible for maintaining online communications with the California DMV. This communication is required as part of this agreement to request registered owner information.

1.3 Parking Delinquent Notices: PHX will generate and mail the notices for citations that have been referred to PHX by AGENCY following the guidelines set forth in CVC 40207.

Notices are sent from PHX to the Registered Owner (RO) of the cited vehicle. RO information is gathered from current DMV records. The notice will include all the information included on the citation and consequences for nonpayment, and/or any additional information required by the code section. The notice of violation includes a remittance return portion for payment. Additional letters may be generate if required by AGENCY.

2.0 PAYMENT PROCESSING

Payment processing services are provided by PHX for AGENCY. PHX has an internal online payment processing capability to insure correct payment and due date.

PHX will do everything in its power to reduce duplicate payments.

2.1 Invoicing: Invoices for total services provided by PHX (processing, collections, and additional, (agreed upon) fees, will be sent monthly to AGENCY.

2.2 Bank Returned Checks: Fees established by the AGENCY for bank returned checks and additional follow-up will be included to the citation/account as directed by AGENCY.

2.3 Credit Card Payments: Credit Card payments will be accepted by Phone and/or Internet. The INDIVIDUAL can have the ability to connect to an optional secured website provided by PHX. Access to INDIVIDUAL information will be available based on a License Plate or Citation number. Wincite™ will access, store, and present, data in real time. Data is comprised of citation and INDIVIDUAL information and includes total amount due (may include credit card fees) before final authorization is complete. Payments can be made with Discover, MasterCard, Visa, or AMX. The INDIVIDUAL will be charged a credit card transaction fee of \$3.95 or 3.25% with no additional costs passed on to the AGENCY.

2.4 Credit Card Charge Back: The process includes the following:

1. Charge back notification received by PHX
2. PHX locates the citation(s) that were paid on the transaction being disputed
3. A letter of dispute describing the charge is sent to the credit card company
4. If the dispute is found in favor of the credit card holder, then the charge back is accepted and a notice of unpaid fees are sent to the registered owner
5. PHX reverses the payment of the citation(s) and reopens the citation(s) immediately
6. PHX enters notes regarding the credit card payment information including, but not limited to:
 - a. Original Transaction ID(s)
 - b. Chargeback ID(s)
 - c. Any pertinent correspondence regarding the charge back
7. Charge back paperwork is then filed by PHX for later retrieval if necessary
8. Charge backs are reflected in the monthly reporting

2.5 Bank Account and Depositing Procedures:

Mail (INDIVIDUAL Non-Electronic Payments) will be picked up from a local Post Office daily and normally processed within 24 hours. The bank deposits are endorsed to the bank selected by your AGENCY. Payments can be taken at both AGENCY site and at PHX. AGENCY shall have an internal on-line payment processing capability to enter payment data.

2.6 Changes to Payment Processing Procedures

The AGENCY retains the right to change the banking procedure. Changes to the procedure will be agreed upon in writing between the AGENCY and PHX.

3.0 CUSTOM WEBSITE

PHX will create a website and link for public inquiry and payment. The website will simulate the AGENCY’S existing website to provide consistency when the public is transitioning from the AGENCY’S existing website to PHX provided pay site. Website will be integrated with any existing PHX web services.

The credit card option will be set-up and maintained by PHX at no additional costs to AGENCY. The services include:

1. Setting up a custom header and footer based on graphics approved by AGENCY
2. All merchant fees
3. Internet security and website fees
4. Provide for the ability to make payments, contest the citation, and provide any governing rules that are applicable

3.1 Remote Data Entry: Remote data entry capability will be provided via the Internet using Internet Explorer and Wincite™. Each operator within the AGENCY will be set up with a unique password and security level. Individual function levels will include view only, edit, add, and dismiss/void, capabilities.

3.2 User accounts: Accounts may be established by the AGENCY and/or PHX. Access is limited to employees of the AGENCY only. This limitation specifically excludes PHX and/or consultants. Exceptions to the limitation must be approved in writing by PHX and AGENCY.

3.3 Hardware/Software (Equipment) Requirements: A minimum operating system with Microsoft Internet Explorer 7.0 or greater and Windows XP Pro or greater will be required by the AGENCY to access systems and services provided by PHX. PHX will provide Wincite™ to the AGENCY for citation data and reporting access. Any license requirements to operate any software not provided by PHX will be the responsibility of the AGENCY.

3.4 Online PHX Services Provided: PHX will provide the following to the AGENCY:

1. Access to the citation data is available by citation number, vehicle license number, name, or VIN number
2. All citation information
3. Current status of the citation
4. Delinquent notice information, due date, mailing date
5. Administrative review, hearing court appeals, and disposition information
6. Payment information, including all date, amounts, and payment codes
7. Registered owner information and Electronic facsimile of the original citation

3.5 Additional Programming: The AGENCY is responsible to notify PHX of any additional programming needed.

Additional Programming	\$150.00 Per Hour	Any additional programming outside scope of contract
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4.0 REPORTING

PHX will supply AGENCY with electronic monthly reporting. The reports will be supplied to the AGENCY in a PDF format available for access, using Adobe Reader, with the option to export to Excel. The reports will include (if applicable) but is not limited to the following: **(Additional requirements to be submitted to PHX in writing.)**

1. Monthly Billing Report
2. Officer Summary Report
3. Officer Summary Y-T-D Monthly Recap
4. Void/Dismiss Report by Operator
5. Habitual Offender Hot Sheet Report and Detail
6. DMV Monthly Reports
7. Out of State Revenue Detail Report
8. Revenue Collection Detail Report
9. Revenue Distribution Surcharge Report
10. Contested Citations pending and outcome
11. Refunds 'Due' Report
12. FTB or Special Collections Report

The monthly production report schedule may change as needed. Reporting information may also be provided to the AGENCY in Excel or other method mutually agreeable to both parties. **Additional requirements to be submitted to PHX in writing.**

5.0 SURCHARGES

It is the responsibility of the AGENCY to identify and outline to PHX all surcharges (fees) applicable for the AGENCY. PHX will provide a monthly Surcharge Disbursement Report that includes the surcharges identified by the AGENCY as part of the monthly reports as identified in Section 4.0 REPORTING. The AGENCY will disburse surcharges funds directly to the County; if applicable.

6.0 OWNERSHIP OF SOFTWARE

AGENCY acknowledges that the software provided by PHX and software programs provided by PHX and used by the AGENCY have been developed by PHX. The software provided is the **PROPIETARY AND INTELLECTUAL PROPERTY** of PHX. AGENCY agrees that all rights to any intellectual property is **Confidential Information** and shall remain the exclusive property of the PHX.

7.0 COLLECTIONS AND FTB

If Authorized by AGENCY, PHX will pursue INDIVIDUALS with unpaid citations that meet the criteria of special collections and/or Franchise Tax Board collections (FTB). PHX Collections Criteria includes: Not paid, Not suspended, and in an OPEN status. PHX will mail out a delinquent letter of warning. If the citation remains unpaid PHX will use one or several collections efforts including but not limited to: Special Collections and/or FTB Collections.

All payment updates by FTB will be forwarded to PHX by AGENCY for updating and reporting.

8.0 FEES

There is a minimum monthly fee of \$150.00. If the cost of citations issued exceeds \$150.00 in actual billing charges the minimum fee will be waived.

9.0 Citation Processing Program Costs

In consideration of the services provided to the AGENCY the AGENCY agrees to pay the following fee schedule:

Item	Price	Description
1. Set Up Fee	\$0.00	One-time Fee to customize the website and correspondence
2. Monthly Fee	\$150.00	Please reference Section 8.0
3. Per Electronic Cite Processed	\$0.80	Per Electronic Cite Processed
4. Per Manual Cite Processed	\$0.80	Per Manual Cite Processed
5. Out of State citations	35%	Out of State processing includes any costs charged by the state for the registered owner. The percentage is only for citations that are collected.
6. Notice of Violation / Delinquent Notice	\$0.90	A notice of violation (delinquent notice) is sent after an INDIVIDUAL received the initial citation as a courtesy reminder. If applicable, A second notice of delinquency is sent if the payment is not made by the initial due date.
7. Payment Processing/Updates	\$0.20	Cost per payment processed
8. Postage	First Class Rates	Current First Class rates will be charged for all correspondence mailed.
9. Payment Plans	No Charge	Please reference Section 9.1
10. Credit Card Payments	No Charge	A credit card processing fee of \$3.95 or 3.25%, whichever is greater, will be charged to the INDIVIDUAL at no cost to the AGENCY.

Optional Costs/Services

Item	Price	Description	Authorize (Check and Initial)
11. Special Custom Letter	\$1.50	Special letters are custom notices used as follow-up for hearing dates, review results, hearing results, or habitual violations (Scofflaw). (Optional Service) .	<input type="checkbox"/> _____
12. Bank returned checks	\$10.00	Bank returned items are charged to the AGENCY. These charges are usually passed on to the INDIVIDUAL. There is no charge to reopen a citation. (Optional Service)	<input type="checkbox"/> _____
13. Refunds	\$5.00	Bank account must be accessed and controlled by PHX. The AGENCY will approve (In writing) each refund in advance of disbursement. (Optional Service)	<input type="checkbox"/> _____
14. Expedited Collections	26%	If bail amount is recovered after 90 days and before 14 months from citation period. (Optional Service)	<input type="checkbox"/> _____
15. Special Collections	35%	Activated Based on age of collections. Percentage is based on bail amount collected. (Optional Service)	<input type="checkbox"/> _____
16. FTB Collections	35%	Activated Based on age of collections. Percentage is based on bail amount collected. (Optional Service)	<input type="checkbox"/> _____
17. Online Contesting	\$35.00 Per Month	This service will provide an online application which provides, dispute instructions, forms, and information provided by PHX for AGENCY processing and as a convenient portal to the public. (Optional Service) .	<input type="checkbox"/> _____

9.1 Payment plans and settlement agreements: If AGENCY chooses to allow payment arrangements due to INDIVIDUAL financial hardship PHX will establish the number of payments and the final due date of the citation. The citation will be suspended to an agreed upon date in Wincite™ in accordance to payment arrangement between the AGENCY and the INDIVIDUAL.

9.2 Postal Increases: In the event of a postal increase PHX will provide the adjustment of fees to offset the postal increase; such increases will be notified to the AGENCY in writing.

10.0 DATA RETENTION POLICY

Data will be removed and/or archived from the system daily. Data archived from the system will be retained by PHX in an archived database and is retained for a period of five years unless returned to the AGENCY before that time. The AGENCY has the option to request such data.

10.1 Criteria for removal/archival of data will be: **Closed citations:** Any citation date older than 18 months, and has been closed for a period of one year. **Open citations:** Any citations open that is not on DMV hold, and older than 24months. Regardless of age open citations that are on DMV files with a hold on the registration will remain on the system until DMV clears the citation.

10.2 Hard copy data: Hard copy files can be returned to the AGENCY or shredded by PHX for the AGENCY; this will be done twice a year; if first agreed to in writing by both AGENCY and PHX. For example, anything from January - June will be returned to the AGENCY the following January.

Archival Data Retrieval	\$50.00	Per electronic copy which contains archived data
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11.0 TERM AND RENEWALS:

Except, as otherwise stated, these terms and conditions shall be in effect between both parties: Commencing on 7/14/2014 this agreement will be binding until 7/14/2017. This agreement will automatically renew for subsequent one-year periods until 7/14/2019. Prices and fees are subject to change in accordance with the CPI (Consumer Price Index) and State and County municipal fee schedule. PHX will notify AGENCY of any changes prior to renewal date. AGENCY will be notified in writing by PHX of any agreement changes and/or fee increases. Changes will not take effect until written approval received from AGENCY.

11.1 Return and Ownership of Citation Data: All electronic and handwritten citations, reports, electronic media, and other relevant documents, shall be the property of the AGENCY and shall be returned to the AGENCY upon either the completion of this Agreement or the termination of this Agreement within 15 days. This including copies and reproductions assembled or prepared by PHX employees, agents, and/or officers, in connection with this Agreement

11.2 Exclusivity: AGENCY agrees to utilize only the services of PHX during the term of this agreement for the processing of citations and all other signed services. AGENCY also agrees to not directly, or indirectly, divulge **TRADE SECRETS, PROPIETARY, AND/OR INTELLECTUAL PROPERTY** of PHX to any unauthorized person or entity. This Non-Disclosure obligation shall survive the termination of this agreement.

11.3 Books and Records: PHX will maintain adequate books and records for citations forwarded to PHX for processing. Upon two week written prior notice all records shall be available for inspection or audit by AGENCY at PHX's location during regular working hours.

12.0 LIMITATION OF LIABILITY

PHX's sole liability to the AGENCY, or any third party, for claims arising out of errors or omissions in the services provided is as follows: To furnish a correct report or data and to correct AGENCY files provided that AGENCY promptly advised PHX. PHX shall not have any liability under this Agreement for any money damages resulting from claims made by AGENCY for delays, non-service, errors, omissions, interruptions, in the services provided.

13.0 INSURANCE

PHX shall procure and maintain for the duration of the contract the following insurance against claims for injuries to persons or damages of property. Claims may arise from, or in connection, with the performance of the Contract by PHX agents, representatives, employees, or sub-contractors.

A. General Liability: \$1,000,000 combined single limit for each occurrence.

B. Workers' Compensation as required by the Labor Code of the State of California.

14.0 CONFIDENTIAL/FILE SECURITY

Reasonable security provisions will be provided by PHX to insure the access to AGENCY computer records and files will be available only to the AGENCY. PHX cannot guarantee against loss or alteration of computer records but will take extraordinary precautions to prevent such occurrences. PHX will hold all AGENCY data in strict confidence and shall not provide any data to any other party unless directed by AGENCY in writing or as ordered by a lawful local, state, or federal entity.

15.0 SECTION HEADINGS

Section headings that appear in this Agreement are inserted for convenience of reference only and shall not be construed to be interpretations of text.

16.0 COMMENCEMENT OF WORK

Work shall not commence under the Contract until a fully executed agreement has been received by PHX and PHX has been given approval to proceed. Any work performed by PHX prior to the date of approval shall be considered as having been performed at PHX's own risk and as a volunteer service.

17.0 CANCELLATION

AGENCY and PHX reserves the right to cancel this Agreement at any time upon ninety (90) days written notice to the other party to the address listed in this Agreement. At such time, PHX agrees to provide AGENCY with all AGENCY data together with an electronic file of all AGENCY data.

18.0 Additional applicable clauses Hearings to be handled completely by Phoenix Group effective immediately. Hearing officer will be provided at \$65.00 an hour with a minimum of 3 hours. Hearing location, date and times to be provided by the agency.

19.0 MISCELLANEOUS

19.1 This Agreement shall be governed and construed in accordance with the laws of the State of California.

19.2 The waiver of any breach of any provision of this Agreement shall not constitute a waiver of any subsequent breach of the same or other provisions of this agreement.

19.3 If any provision of this Agreement shall not be enforceable the remainder of this Agreement shall remain in full force.

19.4 All provision of this Agreement shall be binding upon both parties.

19.5 The Agreement contains the entire understanding between PHX and AGENCY upon the commencement date supersedes and replaces all prior agreements, negotiations, proposals, or representations, regarding warranty and/or services.

19.6 PHX agrees that it is an independent organization and that its officers and employees are not employees of the AGENCY, nor are they entitled to any benefits as AGENCY employees as a result of the execution of this contract.

Accepted:

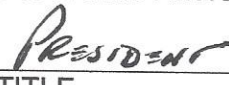
**PHOENIX GROUP
INFORMATION SYSTEMS**



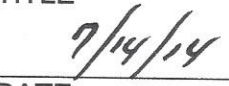
SIGNATURE



TYPE OR PRINTED NAME



TITLE



DATE

Accepted:

**RANCHO SANTIAGO
COMMUNITY COLLEGE
DISTRICT**

SIGNATURE

TYPE OR PRINTED NAME

TITLE

DATE

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
14-P0030048	1,107.20	DELL COMPUTER	Equipment - Federal Progs >200	SP		6/30/2014
15-P0032135	2,600.00	GERKE CONSULTING AND	Contracted Services	SP		7/1/2014
14-P0032196	131.69	HOME DEPOT	Instructional Supplies	SP		6/30/2014
14-P0032197	595.08	Q PRESS	Advertising	SP		6/30/2014
* 14-P0032198	1,986.12	CDW GOVERNMENT INC.	Non-Instructional Supplies	SP		6/30/2014
15-P0032200	5,388.00	MANZANITA SELF STORAGE LLC	Rental - Facility (Short-term)			7/1/2014
14-P0032201	420.00	AMERICAN EXPRESS	Conference Expenses	SP		6/30/2014
14-P0032202	875.00	LUX BUS AMERICA	Transportation - Student	SP		6/30/2014
15-P0032203	6,792.00	BROADWAY PARTNERS	Landscaping			7/1/2014
14-P0032205	690.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			6/30/2014
15-P0032206	2,000.00	PIRATE'S DINNER ADVENTURE	Other Exp Paid for Students	SP		7/1/2014
15-P0032207	6,210.00	RSCCD	Other Exp Paid for Students	SP		7/1/2014
15-P0032208	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/1/2014
15-P0032209	1,500.00	SANTIAGO HILLS AUTO SPA INC	Food and Food Service Supplies	SP		7/1/2014
15-P0032210	1,000.00	ORANGE CJ LLC	Food and Food Service Supplies	SP		7/1/2014
15-P0032211	500.00	LITTLE CAESARS PIZZA	Food and Food Service Supplies	SP		7/1/2014
15-P0032212	4,550.00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2014
15-P0032213	4,500.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/1/2014
15-P0032214	2,000.00	DON BOOKSTORE	Books Paid for Students	SP		7/1/2014
15-P0032215	14,950.00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2014
15-P0032216	11,000.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2014
15-P0032217	14,950.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/1/2014
15-P0032218	9,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/1/2014
15-P0032219	10,000.00	RYAN'S EXPRESS MOTORCOACH	Transportation - Athletics			7/1/2014
14-P0032220	1,375.50	MARICELA SANDOVAL	Advertising	SP		6/30/2014
14-P0032221	120.22	JUDITH A. IANNACCONE	Food and Food Service Supplies			6/30/2014
15-P0032222	3,000.00	RYAN'S EXPRESS MOTORCOACH	Transportation - Student	SP		7/1/2014
15-P0032223	106.10	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/1/2014
15-P0032224	62.64	APPLE COMPUTER INC	Non-Instructional Supplies	SP		7/1/2014
14-P0032225	777.60	FONTIS SOLUTIONS	Non-Instructional Supplies	SP		6/30/2014
15-P0032226	240.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/2/2014
15-P0032227	3,377.91	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			7/2/2014
15-P0032228	5,190.59	SAPPHIRE PRINTING GROUP INC	Class Schedules/Printing	SP		7/2/2014
15-P0032229	3,000.00	HOME DEPOT	Non-Instructional Supplies			7/2/2014

4.20 (1)

No. 4.20

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032230	1,000.00	GRAINGER	Non-Instructional Supplies			7/2/2014
15-P0032231	2,000.00	DUNN EDWARDS CORP	Non-Instructional Supplies			7/2/2014
15-P0032232	500.00	GOODYEAR	Non-Instructional Supplies			7/2/2014
15-P0032233	2,000.00	CANDELA CORP	Non-Instructional Supplies			7/2/2014
15-P0032234	500.00	AAA ELECTRIC MOTOR SALES	Repair & Replacement Parts			7/2/2014
15-P0032235	9,680.00	SITEIMPROVE INC	Software Support Service-Fixed			7/2/2014
15-P0032236	510.00	DEISY COVARRUBIAS	Food and Food Service Supplies	SP		7/2/2014
15-P0032237	210.00	DEISY COVARRUBIAS	Other Exp Paid for Students	SP		7/2/2014
15-P0032238	85.00	ACBO ASSOC OF CHIEF	Conference Expenses			7/2/2014
15-P0032239	191.21	CJUS II DESTINATIONS HOTEL LLC	Conference Expenses	SP		7/2/2014
15-P0032240	483.62	HERFF JONES INC.	Non-Instructional Supplies	SP		7/2/2014
14-P0032241	565.56	ACTION DOOR CONTROLS INC	Contracted Repair Services			6/30/2014
14-P0032242	5,271.38	LIVE FREE APPAREL	Instructional Supplies	SP		6/30/2014
14-P0032243	1,526.50	EXECUTIVE ENVIRONMENTAL	Contracted Repair Services			6/30/2014
15-P0032244	4,428.00	COMMUNITY PLAYTHINGS	Equipment - Federal Progs >200	SP		7/2/2014
15-P0032245	8,100.00	LEON JAVIER	Contracted Services	SP		7/2/2014
15-P0032246	277.00	AMERICAN EXPRESS	Conference Expenses			7/2/2014
15-P0032247	5,000.00	INTER VALLEY POOL SUPPLY INC	Non-Instructional Supplies			7/3/2014
15-P0032248	500.00	HOME DEPOT	Instructional Supplies	SP		7/3/2014
15-P0032249	500.00	HOME DEPOT	Non-Instructional Supplies			7/3/2014
15-P0032250	2,000.00	GRAINGER	Non-Instructional Supplies			7/3/2014
15-P0032251	530.00	DEPT OF TOXIC SUBSTANCES &	Other Licenses & Fees			7/3/2014
15-P0032252	10,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/7/2014
15-P0032253	5,000.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/7/2014
15-P0032254	900.00	PURCHASE POWER	Postage			7/7/2014
14-P0032255	4,656.55	SUNSTONE CENTER CT LESSEE	Contracted Services	SP		6/30/2014
15-P0032257	350.00	RP GROUP	Inst Dues & Memberships			7/7/2014
15-P0032258	800.00	NAT'L HEAD START ASSOC	Inst Dues & Memberships	SP		7/7/2014
15-P0032259	600.00	CA HEAD START ASSOC.	Inst Dues & Memberships	SP		7/7/2014
15-P0032260	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/7/2014
15-P0032261	100.00	DON BOOKSTORE	Non-Instructional Supplies	SP		7/7/2014
15-P0032262	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/7/2014
15-P0032263	10,000.00	MONOPRICE INC	Non-Instructional Supplies			7/7/2014
15-P0032264	1,000.00	MONOPRICE INC	Non-Instructional Supplies			7/7/2014

4.20 (2)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032265	295.00	CCLC COMMUNITY COLLEGE LEAGUE	Conference Expenses			7/7/2014
15-P0032266	1,000.00	MONOPRICE INC	Non-Instructional Supplies			7/7/2014
15-P0032267	250.00	ALANA V. VOECHTING	Conference Expenses			7/7/2014
15-P0032268	4,930.00	UC REGENTS	Contracted Services	SP		7/7/2014
14-P0032269	402.68	TORRES-GUTIERREZ MARTHA	Conference Expenses	SP		6/30/2014
14-P0032270	469.13	HAYWARD CRAIG L	Conference Expenses	SP		6/30/2014
14-P0032271	565.92	SMITH MOLLIE R.	Conference Expenses	SP		6/30/2014
15-P0032272	12,844.04	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/7/2014
14-P0032273	392.37	SO CAL LAND MAINTENANCE INC	Contracted Repair Services			6/30/2014
14-P0032274	4,325.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			6/30/2014
14-P0032275	948.74	PYRO-COMM SYSTEMS INC	Contracted Repair Services			6/30/2014
15-P0032276	360.00	OLD MISSION SAN JUAN CAPISTRANO	Other Exp Paid for Students	SP		7/8/2014
15-P0032277	70.00	COUNTY OF ORANGE	Other Licenses & Fees			7/8/2014
15-P0032278	250.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/8/2014
15-P0032279	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2014
15-P0032280	3,000.00	ONE SOURCE DISTRIBUTORS INC	Non-Instructional Supplies			7/8/2014
15-P0032281	5,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2014
15-P0032282	3,000.00	NIAGARA PLUMBING	Non-Instructional Supplies			7/8/2014
14-P0032283	87.15	CHIABOTTI DIANNA	Conference Expenses	SP		6/30/2014
14-P0032284	304.21	BEAM MARC SCOTT	Conference Expenses	SP		6/30/2014
14-P0032285	340.02	REAL YANNICK	Conference Expenses	SP		6/30/2014
14-P0032286	259.26	GREANEY KATHLEEN CORINNE	Conference Expenses	SP		6/30/2014
15-P0032287	96,250.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	7/8/2014
14-P0032288	2,278.50	FIRST UNITED METHODIST CHURCH	Rental - Facility (Short-term)	SP		6/30/2014
15-P0032289	200.00	SMART & FINAL	Food and Food Service Supplies	SP		7/8/2014
15-P0032290	100.00	DON BOOKSTORE	Non-Instructional Supplies	SP		7/8/2014
15-P0032291	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2014
15-P0032292	369.36	CSU FULLERTON	Food and Food Service Supplies	SP		7/8/2014
15-P0032293	430.34	GALE GROUP	Library Books			7/8/2014
15-P0032294	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/8/2014
15-P0032295	14,805.00	FREIGHT RODNEY DONALD	Site Improv - Contracted Svcs	SP	BOND	7/8/2014
15-P0032296	17,924.66	SCHOOLS EXCESS LIABILITY FUND	Prop, Liab, Boiler & Machine			7/8/2014
15-P0032297	1,154.00	AMERICAN EXPRESS	Conference Expenses	SP		7/8/2014
15-P0032298	604.01	GOLD COAST TOURS	Transportation - Student	SP		7/8/2014

4.20 (3)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032299	4,000.00	GALE GROUP	Library Books			7/8/2014
15-P0032300	3,000.00	MIDWEST LIBRARY SVC	Library Books	SP		7/8/2014
15-P0032301	3,000.00	MIDWEST LIBRARY SVC	Library Books	SP		7/8/2014
* 15-P0032302	178,485.00	STUDENT INSURANCE	All Risk/Athletic Insurance	SP		7/8/2014
15-P0032303	5,000.00	AMAZON COM	Library Books			7/8/2014
15-P0032304	85.00	ACBO ASSOC OF CHIEF	Conference Expenses			7/8/2014
15-P0032305	200.00	STATE OF CALIFORNIA	Other Licenses & Fees			7/8/2014
15-P0032306	1,500.00	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		7/8/2014
15-P0032307	1,500.00	HOME DEPOT	Instructional Supplies	SP		7/8/2014
15-P0032308	517.59	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		7/8/2014
15-P0032309	66.27	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/8/2014
15-P0032310	2,106.76	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		7/8/2014
15-P0032311	252.72	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		7/8/2014
15-P0032312	167.00	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		7/8/2014
15-P0032313	777.60	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/8/2014
15-P0032314	356.96	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/8/2014
15-P0032315	5,234.00	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		7/8/2014
15-P0032316	293.48	PRO LOOK SPORTS	Instructional Supplies	SP		7/8/2014
15-P0032317	972.00	SINGER LORI	Instructional Supplies	SP		7/8/2014
15-P0032318	1,371.06	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		7/8/2014
15-P0032319	4,034.12	KAI ATHLETIC	Instructional Supplies	SP		7/8/2014
15-P0032320	2,033.20	SPORT SUPPLY GROUP INC	Instructional Supplies	SP		7/8/2014
15-P0032321	25.98	WELLS FARGO BANK	Internet Services	SP		7/8/2014
15-P0032322	10,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/8/2014
15-P0032323	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2014
15-P0032324	2,259.88	EBSCO SUBSCRIPTION SVCS	Library Books - Periodicals			7/8/2014
* 15-P0032325	2,864.00	MARCO A. RAMIREZ	Fees Paid for Students	SP		7/8/2014
15-P0032326	3,400.00	TEAM ONE MANAGEMENT	Non-Instructional Supplies	SP		7/8/2014
15-P0032327	2,443.28	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		7/8/2014
15-P0032328	1,500.00	INTELECOM	Software License and Fees	SP		7/9/2014
15-P0032329	5,000.00	IRVINE PIPE SUPPLY	Non-Instructional Supplies			7/9/2014
15-P0032330	2,000.00	JOHNSTONE SUPPLY	Repair & Replacement Parts			7/9/2014
15-P0032331	40.00	EDUCAUSE	Software License and Fees			7/9/2014
15-P0032332	40.00	EDUCAUSE	Software License and Fees			7/9/2014

4.20 (4)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032333	40.00	EDUCAUSE	Software License and Fees			7/9/2014
15-P0032334	1,165.32	MICROSOFT CORP	Software License and Fees	SP		7/9/2014
15-P0032335	2,484.76	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			7/9/2014
15-P0032336	1,528.20	WE DO GRAPHICS INC	Reproduction/Printing Expenses			7/9/2014
15-P0032337	5,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/9/2014
15-P0032338	3,000.00	HOME DEPOT	Non-Instructional Supplies			7/9/2014
15-P0032339	225.00	KELLY PAPER	Non-Instructional Supplies			7/9/2014
15-P0032340	787.50	RYAN'S EXPRESS MOTORCOACH	Transportation - Student	SP		7/9/2014
15-P0032341	600.00	ARBORWELL INC	Buildings - Contracted Svcs	SP	BOND	7/9/2014
15-P0032342	14,250.00	RAUBOLT CONSULTING SVCS INC	Contracted Services			7/9/2014
15-P0032343	32,778.00	TEAM ONE MANAGEMENT	Contracted Custodial Services			7/9/2014
14-P0032344	337.50	TRL SYSTEMS INC	Contracted Repair Services			6/30/2014
14-P0032345	3,622.50	EL SOL SCIENCE & ART'S	Rental - Facility (Short-term)	SP		6/30/2014
15-P0032346	573.66	FEDERAL CENTER HOTEL ASSOC LLC	Conference Expenses	SP		7/10/2014
15-P0032347	4,900.00	ROMELIA MADRIGAL	Food and Food Service Supplies	SP		7/10/2014
15-P0032348	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/10/2014
15-P0032349	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2014
15-P0032350	2,000.00	DON BOOKSTORE	Supplies Paid for Students	SP		7/10/2014
15-P0032351	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/10/2014
15-P0032352	600.00	MICHAEL J MACKENZIE	Non-Instructional Supplies			7/10/2014
15-P0032353	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/10/2014
15-P0032354	600.00	ALBERTSON'S	Instructional Supplies	SP		7/10/2014
15-P0032355	7,714.49	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/10/2014
15-P0032356	3,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/10/2014
15-P0032357	3,599.06	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/10/2014
15-P0032358	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/10/2014
15-P0032359	4,000.00	VWR FUNDING INC	Instructional Supplies	SP		7/10/2014
15-P0032360	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/10/2014
15-P0032361	3,000.00	WELLS FARGO BANK	Food and Food Service Supplies			7/10/2014
15-P0032362	1,600.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2014
15-P0032363	5,000.00	VOYAGER FLEET SYSTEM INC	Gasoline			7/10/2014
15-P0032364	200.00	ALBERTSON'S	Instructional Supplies	SP		7/10/2014
15-P0032365	2,000.00	VWR FUNDING INC	Instructional Supplies	SP		7/10/2014
15-P0032366	1,000.00	SPECTRUM CHEMICALS & LABORATORY PRODUCTS	Instructional Supplies	SP		7/10/2014

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032367	250.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/10/2014
15-P0032368	2,000.00	FISHER SCIENTIFIC	Instructional Supplies	SP		7/10/2014
15-P0032369	100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2014
15-P0032370	100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2014
15-P0032371	100.00	HOME DEPOT	Non-Instructional Supplies			7/10/2014
15-P0032372	45.00	COUNTY OF ORANGE	Other Licenses & Fees			7/10/2014
15-P0032373	2,500.00	WELLS FARGO BANK	Conference Expenses			7/10/2014
15-P0032374	2,500.00	WELLS FARGO BANK	Food and Food Service Supplies			7/10/2014
14-P0032375	1,550.00	RSCCD	Fees Paid for Students	SP		6/30/2014
15-P0032376	2,489.00	BONE CLONES	Equipment - All Other > \$1,000	SP	BOND	7/10/2014
15-P0032377	26,525.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services			7/10/2014
15-P0032378	16,790.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services			7/10/2014
15-P0032379	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2014
15-P0032380	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2014
15-P0032381	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2014
15-P0032382	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2014
15-P0032383	1,000.00	UNITED RENTALS	Gasoline			7/10/2014
15-P0032384	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/10/2014
15-P0032385	7,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/10/2014
15-P0032386	2,500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/10/2014
15-P0032387	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/10/2014
15-P0032388	528.66	PACIFIC FIBRE & ROPE	Instructional Supplies			7/10/2014
15-P0032389	577.50	RYAN'S EXPRESS MOTORCOACH	Transportation - Student	SP		7/10/2014
15-P0032390	8,699.30	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		7/10/2014
14-P0032391	199.00	ACT	Non-Instructional Supplies	SP		6/30/2014
15-P0032392	200.00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		7/10/2014
15-P0032393	1,113.21	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		7/10/2014
15-P0032394	75.72	ALERT SERVICES INC	Instructional Supplies	SP		7/10/2014
15-P0032395	1,011.08	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		7/10/2014
15-P0032396	1,391.04	XEROX CORP	Instructional Supplies	SP		7/10/2014
15-P0032397	116.16	SAGE RESTAURANT GROUP INC	Food and Food Service Supplies	SP		7/10/2014
15-P0032398	49,933.04	CCLC COMMUNITY COLLEGE LEAGUE	Software Support Service-Fixed			7/14/2014
14-P0032400	1,074.60	A & W ELECTRIC MOTORS INC	Repair & Replacement Parts			6/30/2014
15-P0032401	1,518.26	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/14/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032402	3,416.09	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/14/2014
15-P0032403	759.13	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/14/2014
15-P0032404	45.97	WELLS FARGO BANK	Internet Services	SP		7/14/2014
15-P0032405	600.00	IMPACT APPLICATIONS	Software License and Fees			7/14/2014
15-P0032406	2,500.00	ACT	Software License and Fees	SP		7/14/2014
15-P0032407	575.00	CN SCHOOL AND OFFICE SOLUTIONS INC	Contracted Repair Services			7/15/2014
15-P0032408	899.00	SPRINGSHARE LLC	Software License and Fees			7/15/2014
15-P0032409	3,000.00	ALBERTSON'S	Food and Food Service Supplies	SP		7/15/2014
15-P0032410	1,852.20	QQN INC	Non-Instructional Supplies	SP		7/15/2014
15-P0032411	579.00	GARDEN GROVE CHAMBER	Inst Dues & Memberships			7/15/2014
15-P0032412	777.60	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/15/2014
15-P0032413	1,289.30	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		7/15/2014
15-P0032414	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/15/2014
15-P0032415	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/15/2014
15-P0032416	2,000.00	MAR VAC ELECTRONICS	Instructional Supplies	SP		7/15/2014
15-P0032417	1,000.00	GRAINGER	Instructional Supplies	SP		7/15/2014
15-P0032418	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/15/2014
15-P0032419	1,000.00	GRIFFIN ACE HARDWARE	Instructional Supplies	SP		7/15/2014
* 15-P0032420	1,548.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/15/2014
15-P0032421	14,000.00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/15/2014
15-P0032422	14,000.00	SMART & FINAL	Food and Food Service Supplies	SP		7/15/2014
15-P0032423	1,500.00	TURNOUT MAINTENANCE COMPANY, LLC	Repair & Replacement Parts			7/15/2014
15-P0032424	275.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			7/15/2014
15-P0032425	1,120.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/15/2014
15-P0032426	2,300.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			7/15/2014
15-P0032427	1,000.00	TED JOHNSON PROPANE	Instructional Supplies			7/15/2014
15-P0032428	10,000.00	SANTA ANA DIESEL	Repair & Replacement Parts			7/15/2014
15-P0032429	4,557.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/15/2014
15-P0032430	2,000.00	LN CURTIS & SONS	Instructional Supplies			7/15/2014
15-P0032431	150.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			7/15/2014
15-P0032432	8,700.00	GANAHL LUMBER CO	Instructional Supplies			7/15/2014
15-P0032433	500.00	FIRE SERVICE SPECIFICATION & SUPPLY	Instructional Supplies	SP		7/15/2014
15-P0032434	500.00	DON BOOKSTORE	Instructional Supplies	SP		7/15/2014
15-P0032435	1,775.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			7/15/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032436	1,000.00	UNITED AUTOMOTIVE SVC INC	Contracted Repair Services			7/15/2014
15-P0032437	658.00	DLT SOLUTIONS	Software Support Service-Fixed			7/15/2014
15-P0032438	11,600.00	ROCHESTER SOFTWARE ASSOC INC	Software Support Service			7/15/2014
15-P0032439	1,860.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			7/15/2014
15-P0032440	2,170.00	ELESCO	Maint/Oper Service Agreements			7/15/2014
15-P0032441	4,545.00	INDUSTRIAL TECHNICAL SERVICES	Maint/Oper Service Agreements			7/15/2014
15-P0032442	4,875.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			7/15/2014
15-P0032443	6,372.00	UNISOURCE PAPER CO	Instructional Supplies	SP		7/16/2014
15-P0032444	307.20	D4 SOLUTIONS INC.	Contracted Repair Services			7/16/2014
15-P0032445	392.17	EXECUTIVE ENVIRONMENTAL	Buildings - Contracted Svcs	SP	BOND	7/16/2014
15-P0032446	506.20	MENDTRONIX INC	Repair & Replacement Parts			7/16/2014
15-P0032447	777.60	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/16/2014
15-P0032448	2,000.00	DEPT OF GENERAL SERVICES	Bldg Impr - DSA Fees	SP	BOND	7/16/2014
15-P0032449	450.00	NADAR INC	Contracted Repair Services			7/16/2014
15-P0032450	50,000.00	BERGMAN DACEY GOLDSMITH	Legal Expenses			7/16/2014
15-P0032451	4,000.00	FARALLON GEOGRAPHICS INC	Contracted Services			7/16/2014
15-P0032452	322.19	GARV INC	Contracted Repair Services			7/16/2014
15-P0032453	12,000.00	SCHICK RECORDS MGMT	Lease Agreement - Facility			7/16/2014
15-P0032454	195.00	MOUNT ST MARYS COLL	Conference Expenses			7/16/2014
15-P0032455	10,000.00	B & D DISTRIBUTING INC	Food and Food Service Supplies	SP		7/16/2014
15-P0032456	500.00	MOORE MEDICAL CORP	Non-Instructional Supplies	SP		7/16/2014
15-P0032457	5,000.00	PHARMEDIX	Non-Instructional Supplies	SP		7/16/2014
15-P0032458	1,320.00	PHARMEDIX	Non-Instructional Supplies	SP		7/16/2014
15-P0032459	1,000.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/16/2014
15-P0032460	1,400.00	SANOFI PASTEUR	Non-Instructional Supplies	SP		7/16/2014
15-P0032461	3,700.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		7/16/2014
15-P0032462	3,600.00	QUEST DIAGNOSTICS	Non-Instructional Supplies	SP		7/16/2014
15-P0032463	350.00	GU LOGIC INC	Non-Instructional Supplies	SP		7/16/2014
15-P0032464	23,575.00	THE DOLINKA GROUP LLC	Contracted Services	SP		7/17/2014
15-P0032465	15,000.00	ALVARADOSMITH	Legal Expenses			7/17/2014
15-P0032466	525.00	SCALES DONNA	Sites - Contracted Services	SP	BOND	7/17/2014
15-P0032467	3,768.48	FISHER SCIENTIFIC	Instructional Supplies	SP		7/17/2014
15-P0032468	2,410.54	FISHER SCIENTIFIC	Instructional Supplies	SP		7/17/2014
15-P0032469	14,925.00	CCLC COMMUNITY COLLEGE LEAGUE	Inst Dues & Memberships			7/17/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032470	1,253.10	DEMCO INC	Non-Instructional Supplies			7/17/2014
15-P0032471	5,980.00	SIDEPATH INC	Software License and Fees			7/17/2014
15-P0032472	3,150.00	WILSON JOSHUA RAY	Contracted Services	SP		7/17/2014
15-P0032473	1,350.00	SAN DIEGO STATE UNIVERSITY	Software License and Fees	SP		7/17/2014
15-P0032474	2,250.00	POINT AND CLICK SOLUTIONS INC	Software Support Service	SP		7/17/2014
15-P0032475	5,800.00	SANDY BOYD INC	Buildings - Contracted Svcs	SP		7/17/2014
15-P0032476	8,000.00	COMPUCOM SYSTEMS INC	Contracted Repair Services			7/17/2014
15-P0032477	2,010.00	BIARD & CROCKETT PLUMBING SVCS INC	Contracted Repair Services			7/17/2014
15-P0032478	949.83	4 IMPRINT	Non-Instructional Supplies	SP		7/17/2014
15-P0032479	179.10	GREY HOUSE PUBLISHING	Library Books - Periodicals	SP		7/17/2014
15-P0032480	2,470.50	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		7/17/2014
15-P0032481	2,796.17	CALIFORNIA ULTIMATE DESIGNS	Instructional Supplies	SP		7/17/2014
15-P0032482	500.00	TUSTIN IRVINE MEDICAL GROUP	Self Insurance Claims			7/17/2014
15-P0032483	8,884.00	3M LIBRARY SYSTEMS	Maint Contract - Office Equip			7/17/2014
15-P0032484	162.00	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		7/17/2014
15-P0032485	174.77	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/17/2014
15-P0032486	7,350.00	CORVEL ENTERPRISE COMP INC	Contracted Services			7/17/2014
15-P0032487	3,500.00	STERICYCLE INC	Hazardous Materials Removal			7/17/2014
15-P0032488	250.00	RSCCD	Non-Instructional Supplies	SP		7/17/2014
15-P0032489	500.00	AMERICAN OIL CO	Hazardous Materials Removal			7/17/2014
15-P0032490	3,000.00	FRS ENVIRONMENTAL	Maint Contract - Other Equip			7/17/2014
15-P0032491	500.00	COMMLINE INC	Communications Maintenance			7/17/2014
15-P0032492	926.00	CERTIFIED TRANSPORTATIONS	Transportation - Student	SP		7/17/2014
15-P0032493	350.00	GUADALUPE H GARCIA	Contracted Services			7/17/2014
15-P0032494	100.00	ORANGE COUNTY FIRE AUTHORITY	Security Systems & Services			7/17/2014
15-P0032495	1,200.00	DIRECTV	Contracted Services			7/17/2014
15-P0032496	1,000.00	MEDICAL BILLING TECH INC	Contracted Services	SP		7/17/2014
15-P0032497	1,700.00	GLASBY MAINTENANCE SUPPLY	Repair & Replacement Parts			7/21/2014
15-P0032498	2,000.00	EBERHARD EQUIPMENT	Non-Instructional Supplies			7/21/2014
15-P0032499	2,000.00	EBERHARD EQUIPMENT	Repair & Replacement Parts			7/21/2014
15-P0032500	787.80	SUPER ANTOJITO'S EXPRESS MEXICAN FOOD	Food and Food Service Supplies	SP		7/21/2014
15-P0032501	3,000.00	GANAHL LUMBER CO	Non-Instructional Supplies			7/21/2014
15-P0032502	14,000.00	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			7/21/2014
15-P0032503	1,500.00	HIRSCH PIPE & SUPPLY CO INC	Repair & Replacement Parts			7/21/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032504	600.00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			7/22/2014
15-P0032505	4,000.00	NORTHSTAR ENTERPRISES INC	Repair & Replacement Parts			7/22/2014
15-P0032506	750.00	ORANGE COUNTY AUTO PARTS	Repair & Replacement Parts			7/22/2014
15-P0032507	8,000.00	POWERTRON	Repair & Replacement Parts			7/22/2014
15-P0032508	6,000.00	TENNANT SALES & SVC CO	Repair & Replacement Parts			7/22/2014
15-P0032509	4,000.00	YALE CHASE	Repair & Replacement Parts			7/22/2014
15-P0032510	500.00	RAFAEL SANDOVAL	Contracted Repair Services			7/22/2014
15-P0032511	500.00	GRAINGER	Repair & Replacement Parts			7/22/2014
15-P0032512	14,900.00	SC FUELS	Gasoline			7/22/2014
15-P0032513	2,000.00	SO COUNTIES LUBRICANTS	Gasoline			7/22/2014
15-P0032514	700.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/22/2014
15-P0032515	750.00	CARQUEST AUTO PARTS	Repair & Replacement Parts			7/22/2014
15-P0032516	1,000.00	GOODYEAR	Repair & Replacement Parts			7/22/2014
15-P0032517	552.31	SMART & FINAL	Food and Food Service Supplies	SP		7/22/2014
15-P0032518	2,000.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		7/22/2014
15-P0032519	1,800.00	HILLS BROS LOCK & SAFE	Repair & Replacement Parts			7/22/2014
15-P0032520	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/22/2014
15-P0032521	3,000.00	AIRPORT VAN RENTAL INC	Transportation - Athletics			7/22/2014
15-P0032522	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/22/2014
15-P0032523	327.00	ORANGE COUNTY INDUSTRIAL YSEWING MACHINE C	Instructional Supplies	SP		7/22/2014
15-P0032524	14,000.00	GRAINGER	Non-Instructional Supplies			7/22/2014
15-P0032525	1,500.00	SOUTHERN CALIFORNIA IRON SUPPLY INC	Instructional Supplies	SP		7/22/2014
15-P0032526	3,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/22/2014
15-P0032527	1,000.00	HOME DEPOT	Instructional Supplies	SP		7/22/2014
15-P0032528	2,500.00	ALAN'S LAWNMOWER & GARDEN CTR	Non-Instructional Supplies			7/22/2014
15-P0032529	7,500.00	IRVINE PIPE SUPPLY	Non-Instructional Supplies			7/22/2014
15-P0032530	7,000.00	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Non-Instructional Supplies			7/22/2014
15-P0032531	1,000.00	HOME DEPOT	Instructional Supplies	SP		7/22/2014
15-P0032532	2,000.00	TROXELL COMM INC	Instructional Supplies	SP		7/22/2014
15-P0032533	1,600.00	WILLIAMS ROBERT	Contracted Repair Services			7/22/2014
15-P0032534	636.00	JAROTH INC	Telephone & Pager Services			7/22/2014
15-P0032535	52.59	AMAZON COM	Non-Instructional Supplies	SP		7/22/2014
15-P0032536	21.59	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/22/2014
15-P0032537	6,068.00	CONTROL AIR CONDITIONING CORP	Contracted Services			7/22/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032538	3,300.00	AMERICAN CITY PEST CONTROL INC	Contracted Services			7/22/2014
15-P0032539	3,000.00	AAA ELECTRIC MOTOR SALES	Contracted Repair Services			7/22/2014
15-P0032540	4,000.00	HUNTINGTON BEACH GLASS & MIRROR, INC.	Contracted Repair Services			7/22/2014
15-P0032541	5,000.00	RIZUTO JOHN	Contracted Repair Services			7/22/2014
15-P0032542	5,000.00	KNORR SYSTEMS INC	Contracted Repair Services			7/22/2014
15-P0032543	8,000.00	ORANGE COAST PLUMBING INC	Contracted Repair Services			7/22/2014
15-P0032544	10,000.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			7/22/2014
15-P0032545	5,000.00	THERMAL AIR CONDITIONING INC	Contracted Repair Services			7/22/2014
15-P0032546	7,500.00	ERIC ELIZALDE	Contracted Repair Services			7/22/2014
15-P0032547	14,000.00	WESTERN POWER SYSTEMS	Contracted Repair Services			7/22/2014
15-P0032548	1,600.00	LOBBY TRAFFIC SYSTEMS INC	Contracted Repair Services			7/22/2014
15-P0032549	1,688.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		7/22/2014
15-P0032550	8,250.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	7/22/2014
15-P0032551	35.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			7/22/2014
15-P0032552	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/22/2014
15-P0032553	138.24	DON BOOKSTORE	Non-Instructional Supplies			7/22/2014
15-P0032554	108.00	ACT	Non-Instructional Supplies	SP		7/22/2014
15-P0032555	214.00	THE CORPORATE COLLECTION	Non-Instructional Supplies	SP		7/22/2014
* 15-P0032556	3,742.20	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		7/22/2014
15-P0032557	525.00	LIBRARY OF CONGRESS	Internet Services	SP		7/22/2014
15-P0032558	3,541.52	SOCCER CENTRAL	Instructional Supplies	SP		7/22/2014
15-P0032559	759.76	VWR FUNDING INC	Instructional Supplies	SP		7/22/2014
* 15-P0032560	1,645.39	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		7/22/2014
15-P0032561	2,399.50	AMICO SCIENTIFIC CORP	Instructional Supplies	SP		7/22/2014
15-P0032562	1,682.77	SIGMA ALDRICH INC	Instructional Supplies	SP		7/22/2014
15-P0032563	2,206.33	CAROLINA BIOLOGICAL SUPPLY CO	Instructional Supplies	SP		7/22/2014
15-P0032564	1,372.88	COMMLINE INC	Non-Instructional Supplies	SP		7/22/2014
15-P0032565	1,129.11	SIGMA ALDRICH INC	Instructional Supplies	SP		7/22/2014
15-P0032566	614.53	THOMAS SCIENTIFIC	Instructional Supplies	SP		7/22/2014
15-P0032567	408.11	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		7/22/2014
15-P0032568	6,261.00	SOCAL COMPLIANCE SVCS	Contracted Repair Services			7/22/2014
15-P0032569	703.50	SHI INTERNATIONAL CORP	Software Support Service-Fixed			7/22/2014
15-P0032570	2,639.92	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		7/23/2014
15-P0032571	2,802.60	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			7/23/2014

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032572	5,600.00	SAIDICO DIRECT INC	Instructional Supplies			7/23/2014
15-P0032573	800.00	ACCT ASSOC OF COMMUNITY	Conference Expenses			7/23/2014
15-P0032574	1,000.00	JOHN R. HANNA	Conference Expenses			7/23/2014
15-P0032575	77,865.00	C.I. SERVICES INC	Bldg Impr - Contracted Svcs	SP		7/23/2014
15-P0032576	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/23/2014
15-P0032577	500.00	GREEN'S SECURITY CTR INC	Instructional Supplies	SP		7/23/2014
15-P0032578	1,000.00	WALTERS WHOLESALE ELECTRIC CO	Non-Instructional Supplies			7/23/2014
15-P0032579	5,000.00	PHARMEDIX	Non-Instructional Supplies	SP		7/23/2014
15-P0032580	7,000.00	PHYSICIAN SALES & SVCS	Non-Instructional Supplies	SP		7/23/2014
15-P0032581	2,500.00	TSI INC	Repair & Replacement Parts			7/23/2014
15-P0032582	500.00	MEDICAL ARTS PRESS	Non-Instructional Supplies	SP		7/23/2014
15-P0032583	1,795.78	NOVA SOLUTIONS INC	Equipment - Federal Progs >200	SP		7/23/2014
15-P0032584	2,816.75	Q PRESS	Advertising	SP		7/23/2014
15-P0032585	75,000.00	ATKINSON ANDELSON LOYA RUUD ROMO	Legal Expenses			7/23/2014
15-P0032586	127,300.00	VAVRINEK TRINE DAY & CO LLP	Audit			7/23/2014
15-P0032587	50,000.00	THE FELDHAKE LAW FIRM	Legal Expenses			7/23/2014
15-P0032588	972,220.00	FACILITIES PLANNING AND PROGRAM SVCS INC	Buildings - Contracted Svcs	SP		7/23/2014
15-P0032589	3,200.00	KNOWLAND CONSTRUCTION SVCS	Buildings - Contracted Svcs	SP		7/23/2014
15-P0032590	830.00	SOUTHWEST INSPECTION	Buildings - Contracted Svcs	SP		7/23/2014
15-P0032591	3,006.00	FREEDOM COMMUNICATIONS, INC	Buildings - Legal Expenses	SP		7/23/2014
15-P0032592	2,667.00	KAISER ROBERT	Contracted Repair Services			7/23/2014
15-P0032594	2,091.42	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP	BOND	7/23/2014
15-P0032595	139.32	HOME DEPOT	Non-Instructional Supplies			7/23/2014
15-P0032596	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/24/2014
15-P0032597	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/24/2014
15-P0032598	388.00	DEPT OF FORESTRY & FIRE PROTECTION	Instructional Agreements	SP		7/24/2014
15-P0032599	125.00	BOYD & ASSOCIATES	Buildings - Relocation/Moving	SP		7/24/2014
15-P0032600	1,105.00	COLLEGESOURCE INC	Software Support Service-Fixed			7/24/2014
15-P0032601	1,120.00	AUDIO VISUAL INNOVATIONS	Contracted Services			7/24/2014
15-P0032602	13,200.00	VOIP-DRAGON CONSULTING LLC	Contracted Services			7/24/2014
15-P0032603	500.00	ARROWHEAD MOUNTAIN SPRINGWATER	Non-Instructional Supplies	SP		7/24/2014
15-P0032604	1,050.00	HAULAWAY STORAGE	Rental - Other (Short-term)			7/24/2014
15-P0032605	2,000.00	SEHI COMPUTER PRODUCTS	Contracted Repair Services			7/24/2014
15-P0032606	2,000.00	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services			7/24/2014

4.20 (12)

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0032607	1,000.00	PAPER DEPOT DOCUMENT	Rental - Other (Short-term)	SP		7/24/2014
15-P0032608	4,350.00	KOURY ENGINEERING & TESTING INC	Buildings - Construction Tests	SP	BOND	7/24/2014
15-P0032609	2,588.00	NTH GENERATION COMPUTING INC	Software Support Service-Fixed			7/24/2014
15-P0032610	11,000.00	STATE OF CALIFORNIA	Fingerprinting			7/24/2014
15-P0032611	5,000.00	MILLER'S FAB & WELD CORP	Contracted Repair Services			7/24/2014
15-P0032612	3,000.00	A 1 FENCE CO	Contracted Repair Services			7/24/2014
15-P0032613	5,000.00	WATERLINE TECHNOLOGIES	Contracted Repair Services			7/24/2014
15-P0032614	10,000.00	THE FELDHAKA LAW FIRM	Legal Expenses			7/24/2014
15-P0032615	500.00	HOME DEPOT	Non-Instructional Supplies	SP		7/24/2014
15-P0032616	5,000.00	HOME DEPOT	Instructional Supplies			7/24/2014
15-P0032617	3,000.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/24/2014
15-P0032618	2,000.00	FOUNDATION FOR CALIFORNIA	Software License and Fees	SP		7/24/2014
15-P0032619	2,098.60	SCANTRON CORPORATION	Software License and Fees	SP		7/24/2014
15-P0032620	113.00	CALIF DHS/LABORATORY FIELD SERVICES	Other Licenses & Fees	SP		7/24/2014
14-P0149312	18,500.00	SO ORANGE COUNTY COMMUNITY COLLEGE DIST	Contracted Services	SP		6/30/2014
15-P0159010	38,192.00	ACCUVANT INC	Software Support Service-Fixed			7/1/2014
15-P0159011	26,781.21	THE AMERGROUP INC	Software Support Service-Fixed			7/1/2014
15-P0159013	47,731.14	DATALINK CORP	Software Support Service-Fixed			7/1/2014
15-P0159014	363,565.00	ELLUCIAN INC.	Software Support Service-Fixed			7/1/2014
15-P0159015	14,300.00	GRUBER POWER SERVICES	Software Support Service-Fixed			7/1/2014
15-P0159016	93,800.32	PRESIDIO INC	Software Support Service-Fixed			7/1/2014
15-P0159017	60,000.00	SECTORPOINT INC	Software Support Service-Fixed			7/1/2014
15-P0159018	72,000.00	SECTORPOINT INC	Software Support Service-Fixed			7/1/2014
15-P0159019	14,000.00	SINGLEWIRE SOFTWARE LLC	Software Support Service-Fixed			7/1/2014
15-P0159021	29,100.00	ELLUCIAN INC.	Software Support Service-Fixed			7/1/2014
15-P0159022	60,208.10	SHI INTERNATIONAL CORP	Software Support Service-Fixed			7/1/2014
15-P0159023	72,105.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			7/1/2014
15-P0159024	248,761.00	FOUNDATION FOR CALIFORNIA	Software Support Service-Fixed	SP		7/1/2014
15-P0159025	31,914.00	PERCEPTIVE SOFTWARE INC	Software Support Service-Fixed			7/1/2014
15-P0159026	14,400.00	COAST ELECTRIC	Contracted Services			7/1/2014
15-P0159027	3,540.00	KLM AIR INC	Maint Contract - Other Equip			7/1/2014
15-P0159028	3,910.00	DATA CLEAN CORP	Contracted Services			7/1/2014
15-P0159029	23,402.88	SIDEPATH INC	Software Support Service-Fixed			7/1/2014
15-P0159030	33,562.48	SIDEPATH INC	Software Support Service-Fixed			7/1/2014

4.20 (13)

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4.20 (14)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0159031	200,726.05	2000 CHAPMAN INC.	Buildings - Facility Lease	SP		7/1/2014
15-P0159032	25,200.00	SANTORA GROUP LLC	Lease Agreement - Facility			7/1/2014
15-P0159033	29,817.92	COMMUNICATION CABLE CO	Software Support Service-Fixed			7/1/2014
15-P0159034	2,645.37	GMS ELEVATOR	Contracted Services			7/1/2014
15-P0159035	4,674.00	FRANKLIN AIR CONDITIONING	Contracted Services			7/1/2014
15-P0159036	3,127.02	CR & R INC	Trash Disposal			7/1/2014
* 15-P0159037	5,879.56	XEROX CORP	Excess/Copies Usage			7/1/2014
* 15-P0159038	16,701.68	XEROX CORP	Excess/Copies Usage			7/1/2014
* 15-P0159039	9,270.55	XEROX CORP	Excess/Copies Usage			7/1/2014
* 15-P0159040	3,727.43	XEROX CORP	Excess/Copies Usage			7/1/2014
* 15-P0159041	491.88	XEROX CORP	Excess/Copies Usage			7/9/2014
* 15-P0159042	3,733.91	XEROX CORP	Excess/Copies Usage			7/1/2014
* 15-P0159043	3,696.67	XEROX CORP	Excess/Copies Usage	SP		7/1/2014
* 15-P0159044	9,397.17	XEROX CORP	Excess/Copies Usage	SP		7/1/2014
* 15-P0159045	4,775.28	XEROX CORP	Excess/Copies Usage	SP		7/1/2014
* 15-P0159046	4,588.06	XEROX CORP	Excess/Copies Usage			7/1/2014
* 15-P0159047	3,915.65	XEROX CORP	Excess/Copies Usage			7/1/2014
* 15-P0159048	3,584.48	XEROX CORP	Excess/Copies Usage	SP		7/1/2014
* 15-P0159049	3,889.43	XEROX CORP	Excess/Copies Usage			7/1/2014
15-P0159050	11,058.42	GMS ELEVATOR	Maint/Oper Service Agreements			7/1/2014
15-P0159052	1,257.72	PITNEY BOWES	Lease Agreement - Equipment			7/1/2014
15-P0159053	186,000.00	FREEDOM TELECOMMUNICATIONS LLC	Telecommunication Circuits	SP		7/8/2014
15-P0159054	17,167.00	GREENTREE SYSTEMS INC	Software Support Service			7/9/2014
15-P0159055	16,800.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			7/14/2014
* 15-P0159056	95,400.00	SER JOBS FOR PROGRESS	Instructional Agrmt - Salary	SP		7/14/2014
* 15-P0159057	338,140.00	SER JOBS FOR PROGRESS	Instructional Agrmt - Salary	SP		7/14/2014
* 15-P0159059	146,451.24	XEROX CORP	Excess/Copies Usage	SP		7/14/2014
* 15-P0159060	3,748.68	XEROX CORP	Excess/Copies Usage			7/14/2014
* 15-P0159061	7,538.88	XEROX CORP	Excess/Copies Usage			7/14/2014
* 15-P0159062	7,734.66	XEROX CORP	Maint Contract - Other Equip	SP		7/14/2014
15-P0159063	384.00	XEROX CORP	Maint Contract - Office Equip	SP		7/14/2014
* 15-P0159064	819.77	XEROX CORP	Excess/Copies Usage	SP		7/14/2014
15-P0159065	262.66	XEROX CORP	Excess/Copies Usage	SP		7/14/2014
* 15-P0159066	3,555.88	XEROX CORP	Excess/Copies Usage			7/14/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 15-P0159067	4,124.52	XEROX CORP	Excess/Copies Usage			7/14/2014
15-P0159068	648.00	XEROX CORP	Excess/Copies Usage	SP		7/14/2014
* 15-P0159069	420.12	XEROX CORP	Excess/Copies Usage			7/14/2014
* 15-P0159070	2,744.67	XEROX CORP	Excess/Copies Usage			7/14/2014
* 15-P0159071	2,304.28	XEROX CORP	Excess/Copies Usage	SP		7/14/2014
* 15-P0159072	4,216.54	XEROX CORP	Excess/Copies Usage			7/15/2014
* 15-P0159073	3,568.97	XEROX CORP	Excess/Copies Usage			7/15/2014
* 15-P0159074	3,568.97	XEROX CORP	Excess/Copies Usage			7/15/2014
15-P0159075	775.01	XEROX CORP	Excess/Copies Usage			7/15/2014
* 15-P0159076	4,834.08	XEROX CORP	Excess/Copies Usage			7/15/2014
* 15-P0159077	26,852.88	OCLC ONLINE COMPUTER LIBRARY	Software Support Service	SP		7/16/2014
15-P0159078	503.75	TAB ANSWER NETWORK	Contracted Services			7/16/2014
15-P0159079	583.75	TAB ANSWER NETWORK	Maint/Oper Service Agreements			7/16/2014
15-P0159080	533.75	TAB ANSWER NETWORK	Contracted Services			7/16/2014
15-P0159081	583.75	TAB ANSWER NETWORK	Maint/Oper Service Agreements			7/16/2014
15-P0159082	3,288.00	CHEM PRO LABORATORY INC	Contracted Services			7/17/2014
* 15-P0159083	360.09	XEROX CORP	Excess/Copies Usage	SP		7/16/2014
15-P0159084	155,000.00	OPPORTUNITY DEV ENTERPRISES LLC	Contracted Services	SP		7/17/2014
15-P0159085	2,450.00	CARD INTEGRATORS INC	Software Support Service-Fixed			7/17/2014
15-P0159086	2,656.00	CALERO SOFTWARE LLC	Software Support Service-Fixed			7/17/2014
15-P0159087	4,300.00	DELL COMPUTER	Maint Contract-Data Processing			7/17/2014
15-P0159088	11,383.00	ECS IMAGING INC	Software Support Service-Fixed			7/17/2014
15-P0159089	1,217.00	EVISIONS	Software Support Service-Fixed			7/17/2014
15-P0159090	3,680.00	TECHSTRATA LLC	Software Support Service-Fixed			7/17/2014
15-P0159091	25,000.00	ROSEMET ENVIRONMENTAL SVCS	Hazardous Materials Removal			7/17/2014
15-P0159092	2,805.00	PYRO-COMM SYSTEMS INC	Contracted Services			7/17/2014
15-P0159093	300.00	BOYD & ASSOCIATES	Security Systems & Services			7/17/2014
15-P0159094	1,079.00	SCANTRON CORP	Maint Contract - Other Equip			7/17/2014
15-P0159095	693.00	ORKIN PEST CONTROL	Contracted Services			7/17/2014
15-P0159096	8,000.00	NBC UNIVERSAL MEDIA LLC	Software Support Service-Fixed			7/17/2014
15-P0159097	4,800.00	TROPICAL PLAZA NURSERY	Landscaping			7/21/2014
15-P0159098	124,200.00	TROPICAL PLAZA NURSERY	Landscaping			7/21/2014
* 15-P0159099	19,800.00	VIEJO SWEEPING SERVICES	Maint/Oper Service Agreements	SP		7/21/2014
15-P0159100	1,018.08	CR & R INC	Contracted Services			7/21/2014

4.20 (15)

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-P0159101	8,290.20	CR & R INC	Trash Disposal			7/21/2014
15-P0159102	85,440.00	SO CAL LAND MAINTENANCE INC	Landscaping			7/21/2014
15-P0159103	4,576.32	KONE INC	Maint/Oper Service Agreements			7/21/2014
15-P0159104	596.04	CHEM PRO LABORATORY INC	Maint/Oper Service Agreements			7/21/2014
15-P0159105	2,070.00	BOYD & ASSOCIATES	Security Systems & Services			7/21/2014
15-P0159106	300.00	BOYD & ASSOCIATES	Security Systems & Services			7/21/2014
15-P0159107	5,400.00	ADVANCED AQUATIC TECH INC	Maint/Oper Service Agreements			7/21/2014
15-P0159108	4,200.00	ANIMAL PEST MGMT SVC	Maint/Oper Service Agreements			7/21/2014
15-P0159109	5,000.00	GARV INC	Maint/Oper Service Agreements			7/21/2014
15-P0159110	4,019.40	ORKIN PEST CONTROL	Maint/Oper Service Agreements			7/21/2014
15-P0159111	14,460.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			7/21/2014
15-P0159112	6,615.00	STERIS CORP	Maint Contract - Other Equip			7/21/2014
15-P0159113	4,320.00	TRI CHEM TECH	Maint/Oper Service Agreements			7/21/2014
15-P0159114	3,500.00	TRICOM FIRE & ELECTRIC INC	Maint/Oper Service Agreements			7/21/2014
15-P0159115	2,633.40	GMS ELEVATOR	Contracted Services			7/21/2014
15-P0159116	12,700.00	TRICOM FIRE & ELECTRIC INC	Maint/Oper Service Agreements			7/21/2014
15-P0159117	1,953.00	ORKIN PEST CONTROL	Maint/Oper Service Agreements			7/21/2014
15-P0159118	870.00	WESTERN PACIFIC SVCS	Maint/Oper Service Agreements			7/21/2014
15-P0159119	60,000.00	AGIAC ASIAN GANG INVESTIGATION	Instructional Agrmt - Salary	SP		7/21/2014
15-P0159120	27,000.00	CAPE ASSOCIATON	Instructional Agrmt - Salary	SP		7/21/2014
15-P0159121	17,000.00	CALIF NARCOTICS CANINE ASSOC	Instructional Agrmt - Salary	SP		7/21/2014
15-P0159122	2,000.00	OC HUMAN RELATIONS	Instructional Agrmt - Salary			7/21/2014
15-P0159123	40,000.00	ORANGE COUNTY LAW ENFORCEMENT	Instructional Agrmt - Salary	SP		7/21/2014
15-P0159124	84,000.00	CENTRAL NET OPERATIONS AUTHORITY	Lease Agreement - Facility			7/21/2014
15-P0159125	3,000.00	NORTH NET FIRE TRAINING CTR	Lease Agreement - Facility			7/21/2014
15-P0159126	226,000.00	ORANGE COUNTY SHERIFF CORONER	Instructional Agrmt - Salary			7/21/2014
15-P0159127	4,200.00	ORANGE COUNTY SHERIFF CORONER	Instructional Agreements	SP		7/21/2014
15-P0159128	82,000.00	ORANGE COUNTY SHERIFF CORONER	Instructional Agrmt - Facility			7/21/2014
15-P0159129	9,800.00	ITPI	Software Support Service-Fixed			7/22/2014
* 15-P0159130	4,494.53	XEROX CORP	Excess/Copies Useage			7/22/2014
* 15-P0159131	874.97	XEROX CORP	Excess/Copies Useage			7/22/2014
* 15-P0159132	2,090.74	XEROX CORP	Excess/Copies Useage			7/22/2014
15-P0159133	401.50	ARROWHEAD MOUNTAIN SPRINGWATER	Buildings - Relocation/Moving	SP		7/23/2014
15-P0159134	5,700.48	ARROWHEAD MOUNTAIN SPRINGWATER	Drinking Water Service			7/23/2014

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 15-P0159135	732.58	XEROX CORP	Excess/Copies Useage	SP		7/23/2014
15-P0159136	1,963.50	IBM	Software Support Service-Fixed			7/23/2014
* 15-P0159137	5,743.29	PITNEY BOWES	Maint Contract - Office Equip			7/24/2014
* 15-P0159138	3,210.29	PITNEY BOWES	Lease Agreement - Equipment			7/24/2014
* 15-P0159139	2,419.03	XEROX CORP	Excess/Copies Useage	SP		7/24/2014
15-P0159140	960.00	SCANTRON CORP	Maint Contract - Office Equip	SP		7/24/2014
15-P0159141	1,122.00	SCANTRON CORP	Maint Contract - Office Equip	SP		7/24/2014
15-P0159142	1,698.00	SCANTRON CORP	Maint Contract - Office Equip	SP		7/24/2014
15-P0159143	1,823.50	PYRO-COMM SYSTEMS INC	Maint Contract - Other Equip			7/24/2014
15-P0159144	930.00	PARADISE SPRINGS DRINKING WATER	Drinking Water Service	SP		7/24/2014
* 15-P0159145	1,662.05	DUPLO USA CORP	Maint Contract - Other Equip	SP		7/24/2014
15-P0159146	6,000.00	CITY OF FULLERTON	Instructional Agrmt - Salary	SP		7/24/2014
15-P0159147	300.00	BOYD & ASSOCIATES	Buildings - Relocation/Moving	SP		7/24/2014
15-P0159148	1,475.00	ORANGE COUNTY FIRE PROTECTION	Contracted Services			7/24/2014
* 15-P0159149	473.18	XEROX CORP	Excess/Copies Useage	SP		7/24/2014
* 15-P0159150	271.26	XEROX CORP	Excess/Copies Useage	SP		7/24/2014

Grand Total: \$6,528,343.60

4.20 (17)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 30, 2014 THROUGH JULY 26, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
14-P0032287	\$95,250.00	DSA application fee in relation to the approval of plans and specifications for the Central Plant Infrastructure project at Santa Ana College	DO-Facility Planning	
14-P0032296	\$17,924.66	Optional excess liability insurance binder coverage for 2014-2015 fiscal year	DO-Risk Management	
14-P0032302	\$178,485.00	Annual fees for basic insurance including SCAT and STUCAT premiums for students participating in college activities at Santa Ana College and Santiago Canyon College	DO-Risk Management	
14-P0032343	\$32,778.00	Month-to-month custodial services for the District Office	DO-Facility Planning	
14-P0032377	\$26,525.00	Electronic library resources to access a variety of subscription databases	SCC-Library	This is an annual database subscription fee under negotiated pricing for bundled databases for community colleges belonging to a consortium. Continued subscription to these databases provides students uninterrupted access and maintains necessary standards for academic credibility.

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 30, 2014 THROUGH JULY 26, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
14-P0032378	\$16,790.00	Electronic library resources to access a variety of subscription databases	SAC-Library	This is an annual database subscription fee under negotiated pricing for bundled databases for community colleges belonging to a consortium. Continued subscription to these databases provides students uninterrupted access and maintains necessary standards for academic credibility.
14-P0032398	\$49,933.04	Annual software subscription to Turnitin	DO-ITS	Turnitin is a plagiarism preventative software that is used by faculty to verify authenticity of student's work. This software integrates with the district's Blackboard Learning Management software and is licensed by the Community College League of California at a reduced rate.
14-P0032450	\$50,000.00	Legal services in relation to various construction and real estate matters	DO-Business Operations/Fiscal Services	Board approved: May 27, 2014
14-P0032464	\$23,575.00	Consulting services to provide audit redevelopment pass-through for fiscal year 2013-2014	DO-Business Operations/Fiscal Services	Board approved: July 23, 2013
14-P0032465	\$15,000.00	Legal services in relation to the acquisition or lease of various real property rights	DO-Chancellor's Office	Board approved: September 12, 2012
14-P0032575	\$77,865.00	Re-roofing project for Hammond Hall at Santa Ana College	DO-Facility Planning	Bid #1239 Scheduled to be Board ratified on August 18, 2014

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 30, 2014 THROUGH JULY 26, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
14-P0032585	\$75,000.00	Legal services in relation to facilities matters and various other projects	DO-Business Operations/Fiscal Services	Board approved: July 21, 2014
14-P0032586	\$127,300.00	Annual audit service for fiscal year 2013-2014	DO-Business Operations/Fiscal Services	Board approved: July 21, 2014
14-P0032587	\$50,000.00	Legal services in relation to facilities matters and various other projects	DO-Business Operations/Fiscal Services	Board approved: October 15, 2007
14-P0032588	\$972,220.00	Consulting services to provide program planning assistance	DO-Facility Planning	Board approved: June 9, 2014
14-P0149312	\$18,500.00	Sub-award with South Orange County Community College District for the implementation of Youth Entrepreneurship Program (YEP)	DO-Educational Services	Board approved: May 12, 2014
15-P0159010	\$38,192.00	Annual renewal for threat prevention and URL filtering subscription and ACVT Direct premium support	DO-ITS	Purchased from the California Multiple Award Schedule (CMAS) Contract #03-09-70-2428M Board approved: October 26, 2009
15-P0159011	\$26,781.21	Annual software support for OnSSI camera licenses	DO-ITS	Board approved: June 9, 2014
15-P0159013	\$47,731.14	Annual software support for Enterprise vault for storage management & file system archiving & search	DO-ITS	Board approved: June 9, 2014

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 30, 2014 THROUGH JULY 26, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
15-P0159014	\$363,565.00	Annual maintenance and licenses renewal for Colleague (Core, Student, H/R and Financial modules), other electronic application utility and Official Payment E-commerce maintenance	DO-ITS	Board approved: June 9, 2014
15-P0159016	\$93,800.32	Annual renewal for Cisco Smartnet servers	DO-ITS	Board approved: June 9, 2014
15-P0159017	\$60,000.00	Annual software support for Dynamic Web Suite for Santa Ana College, Santiago Canyon College and District websites and District intranet	DO-ITS	Board approved: June 9, 2014
15-P0159018	\$72,000.00	Annual renewal for Remote Service Provision (RSP) for District websites	DO-ITS	Board approved: June 9, 2014
15-P0159021	\$29,100.00	Annual renewal for Elucian Colleague application servers	DO-ITS	Board approved: June 9, 2014
15-P0159022	\$60,208.10	Annual renewal for VMware and Symantec software licenses	DO-ITS	Board approved: June 9, 2014
15-P0159023	\$72,105.00	Annual renewal for Creative Cloud Enterprise ETLA site licenses	DO-ITS	Board approved: June 9, 2014
15-P0159024	\$248,761.00	Annual license renewal for Blackboard Learn software	DO-ITS	Board approved: June 9, 2014
15-P0159025	\$31,914.00	Annual renewal for ImageNow and CaptureNow licenses	DO-ITS	Board approved: June 9, 2014

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 30, 2014 THROUGH JULY 26, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
15-P0159029	\$23,402.88	Annual renewal for Dell Compellent hardware/software system for Santiago Canyon College	DO-ITS	Received Quotations: 1) * Sidepath, Inc. 2) Nth Generation 3) Dell Computers * Successful Bidder
15-P0159030	\$33,562.48	Annual renewal for Dell Compellent hardware/software system for Santa Ana College	DO-ITS	Received Quotations: 1) * Sidepath, Inc. 2) Nth Generation 3) Dell Computers * Successful Bidder
15-P0159031	\$200,726.05	Facility lease located at 1937 W. Chapman Ave, Ste. 200, Orange, CA 92868	DO-Facility Planning	Board approved: January 14, 2013
15-P0159032	\$25,200.00	Facility lease located at 207 North Broadway, Santa Ana, CA 92706	SAC-Fine & Performing Arts	Board approved: June 17, 2013
15-P0159033	\$29,817.92	Annual renewal for Aruba software licenses	DO-ITS	Board approved: June 9, 2014
15-P0159038	\$16,701.68	Third year of a 5-year lease of Xerox copier model 4112CP	SCC-Copy Center	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006
15-P0159053	\$186,000.00	Second year of a 5-year contract for monthly service for various fiber optic connection links District-wide	DO-ITS	RFP #1200 Board approved: November 13, 2012
15-P0159054	\$17,167.00	Annual hosting fee for Recruitment & Applicant system software	DO-Human Resources	Board approved: July 25, 2011

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 30, 2014 THROUGH JULY 26, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
15-P0159055	\$16,800.00	Annual renewal for Ecora Auditor Pro maintenance and support	DO-ITS	Board approved: June 9, 2014
15-P0159056	\$95,400.00	Instructional agreement for vocational skills training	CEC	Board approved: June 9, 2014
15-P0159057	\$338,140.00	Instructional agreement for basic skills training	CEC	Board approved: June 9, 2014
15-P0159059	\$146,451.24	Third year of a 5-year lease of Xerox printer model 6155PMC	OEC-Publications	Leased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: July 31, 2006
15-P0159077	\$26,852.88	Annual software subscription to Worldshare Management Service	SAC-Library	The software is the main search engine and operating system to various online library resources and is commonly used by California community college libraries.
15-P0159084	\$155,000.00	Sub-award with San Francisco Community College District for the implementation of Sector Navigator-ICT/Digital Media Program	DO-Educational Services	Board approved: May 27, 2014
15-P0159091	\$25,000.00	Annual recycling and disposal of hazardous waste and universal waste at designated District sites	DO-Environmental Safety & Security	Board approved: June 9, 2014
15-P0159098	\$124,200.00	Second year of a 5-year contract for landscape maintenance services for Santiago Canyon College and Orange Education Center	SCC-Administrative Services	Bid #1208 Board approved: May 20, 2013

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 30, 2014 THROUGH JULY 26, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
15-P0159099	\$19,800.00	Second year of a 5-year contract for parking lot sweeping services for Santiago Canyon College and Orange Education Center	SCC-Administrative Services	Bid #1207 Board approved: May 20, 2013
15-P0159102	\$85,440.00	Second year of a 5-year contract for sports field maintenance service for two soccer fields and one softball field at Santiago Canyon College	SCC-Administrative Services	Bid #1192 Board approved: June 18, 2012
15-P0159119	\$60,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: July 25, 2011
15-P0159120	\$27,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: September 23, 2013
15-P0159121	\$17,000.00	Instructional agreement for K-9 training classes	CJTC	Board approved: June 18, 2012
15-P0159123	\$40,000.00	Instructional agreement for law enforcement explorer advisors association training classes	CJTC	Board approved: May 10, 2011
15-P0159124	\$84,000.00	Continuation of lease of property located at 18301 Gothard Street, Huntington Beach, CA for use by Basic Fire Academy operations	SAC-Fire Technology	Board approved: June 30, 2008
15-P0159125	\$226,000.00	Vocational education for the Inmate Education Program	OEC	Board approved: May 24, 2010
15-P0159128	\$82,000.00	Vocational education for the Inmate Education Program	OEC	Board approved: May 24, 2010

P.O. #	Amount	Vendor Name	Classification	Date
GM-CAF000001	\$2,687.16	PEPSI COLA CO	General Merchandise	7/23/2014
GM-DON001807	\$565.70	BROWN BAG SANDWICH CO	General Merchandise	7/7/2014
GM-DON001808	\$210.18	BARRY'S DISTRIBUTING	General Merchandise	7/7/2014
GM-DON001809	\$267.84	KENNEDY WHOLESale	General Merchandise	7/7/2014
GM-DON001810	\$1,254.24	PEPSI COLA CO	General Merchandise	7/8/2014
GM-DON001813	\$307.83	BROWN BAG SANDWICH CO	General Merchandise	7/9/2014
GM-DON001818	\$376.61	BROWN BAG SANDWICH CO	General Merchandise	7/14/2014
GM-DON001819	\$36.00	BARRY'S DISTRIBUTING	General Merchandise	7/14/2014
GM-DON001820	\$687.95	KENNEDY WHOLESale	General Merchandise	7/10/2014
GM-DON001821	\$1,611.00	PEPSI COLA CO	General Merchandise	7/15/2014
GM-DON001822	\$349.35	BROWN BAG SANDWICH CO	General Merchandise	7/16/2014
GM-DON001823	\$48.00	IONET MEDICAL	General Merchandise	7/16/2014
GM-DON001824	\$1,096.03	KENNEDY WHOLESale	General Merchandise	7/17/2014
GM-DON001825	\$750.90	BROWN BAG SANDWICH CO	General Merchandise	7/21/2014
GM-DON001826	\$1,335.12	PEPSI COLA CO	General Merchandise	7/22/2014
GM-DON001829	\$294.63	BROWN BAG SANDWICH CO	General Merchandise	7/23/2014
GM-DON001830	\$4,247.50	APPERSON EDUCATION PROD.	General Merchandise	7/28/2014
GM-DON001831	\$337.62	BARRY'S DISTRIBUTING	General Merchandise	7/24/2014
GM-DON001832	\$1,343.39	KENNEDY WHOLESale	General Merchandise	7/24/2014
GM-DON001834	\$527.72	BROWN BAG SANDWICH CO	General Merchandise	7/28/2014
GM-DON001836	\$1,120.08	PEPSI COLA CO	General Merchandise	7/30/2014
GM-HAWK001445	\$202.06	SEHI COMPUTER PRODUCTS	General Merchandise	7/7/2014
GM-HAWK001446	\$159.00	LENNY & LARRY'S,INC	General Merchandise	7/7/2014
GM-HAWK001447	\$710.04	KENNEDY WHOLESale	General Merchandise	7/7/2014
GM-HAWK001448	\$381.05	BROWN BAG SANDWICH CO	General Merchandise	7/7/2014
GM-HAWK001449	\$595.00	JANSPORT CO	General Merchandise	7/7/2014
GM-HAWK001450	\$3,576.82	COMET SCHOOL SUPPLIES INC	General Merchandise	7/8/2014
GM-HAWK001451	\$165.00	ACTION PAC	General Merchandise	7/8/2014
GM-HAWK001452	\$199.00	ACTION PAC	General Merchandise	7/8/2014
GM-HAWK001454	\$2,076.56	COMET SCHOOL SUPPLIES INC	General Merchandise	7/8/2014
GM-HAWK001455	\$161.94	BARRY'S DISTRIBUTING	General Merchandise	7/8/2014
GM-HAWK001456	\$84.00	BOOKMARK TRENZ	General Merchandise	7/8/2014
GM-HAWK001457	\$123.90	Leanin Tree Greeting Cards	General Merchandise	7/9/2014
GM-HAWK001458	\$1,351.00	HAMILTON BELL CO	General Merchandise	7/9/2014
GM-HAWK001459	\$8,750.00	SCANTRON CORP	General Merchandise	7/10/2014
GM-HAWK001460	\$773.76	PEPSI COLA CO	General Merchandise	7/10/2014
GM-HAWK001461	\$241.68	KENNEDY WHOLESale	General Merchandise	7/10/2014

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P.O. #	Amount	Vendor Name	Classification	Date
GM-HAWK001462	\$523.70	BROWN BAG SANDWICH CO	General Merchandise	7/14/2014
GM-HAWK001463	\$246.48	SAMS DAIRY DIST	General Merchandise	7/15/2014
GM-HAWK001464	\$164.75	A&A JEWELRY & SUPPLIES	General Merchandise	7/16/2014
GM-HAWK001465	\$126.00	LENNY & LARRY'S,INC	General Merchandise	7/16/2014
GM-HAWK001466	\$402.50	JANSPORT CO	General Merchandise	7/16/2014
GM-HAWK001467	\$357.84	PEPSI COLA CO	General Merchandise	7/17/2014
GM-HAWK001468	\$595.83	KENNEDY WHOLESALE	General Merchandise	7/17/2014
GM-HAWK001469	\$105.37	RESEARCH & EDUCATION ASSN	General Merchandise	7/21/2014
GM-HAWK001470	\$97.50	DOVER	General Merchandise	7/21/2014
GM-HAWK001471	\$1,219.00	PENS ETC.	General Merchandise	7/21/2014
GM-HAWK001472	\$273.56	BROWN BAG SANDWICH CO	General Merchandise	7/21/2014
GM-HAWK001473	\$116.94	BARRY'S DISTRIBUTING	General Merchandise	7/22/2014
GM-HAWK001475	\$342.50	US FLASH&TECHOLOGIES	General Merchandise	7/23/2014
GM-HAWK001476	\$284.40	LEGACY ATHLETIC	General Merchandise	7/23/2014
GM-HAWK001477	\$617.64	PEPSI COLA CO	General Merchandise	7/24/2014
GM-HAWK001479	\$501.90	EL DORADO TRADING GROUP	General Merchandise	7/28/2014
GM-HAWK001480	\$369.03	BROWN BAG SANDWICH CO	General Merchandise	7/28/2014
GM-HAWK001481	\$1,292.16	RUSSELL ATHLETIC	General Merchandise	7/29/2014
GM-HAWK001484	\$78.00	LENNY & LARRY'S,INC	General Merchandise	7/30/2014
TX-DON002569	\$687.90	NACSCORP	Textbook	7/7/2014
TX-DON002571	\$3,795.42	NEBRASKA BOOK COMPANY	Textbook	7/14/2014
TX-DON002572	\$41,440.31	NEBRASKA BOOK COMPANY	Textbook	7/15/2014
TX-DON002573	\$26,717.28	MBS TEXTBOOK EXCHANGE	Textbook	7/15/2014
TX-DON002574	\$315,763.14	PEARSON EDUCATION	Textbook	7/16/2014
TX-DON002575	\$167,796.54	MCGRAW-HILL PUBLISHING CO	Textbook	7/16/2014
TX-DON002576	\$149.60	BENDIX LITERATURE CENT	Textbook	7/16/2014
TX-DON002577	\$468.00	UNIVERSITY OF CHICAGO PRE	Textbook	7/16/2014
TX-DON002578	\$54,139.50	NORTON, INC.	Textbook	7/16/2014
TX-DON002579	\$30,663.88	NACSCORP	Textbook	7/16/2014
TX-DON002581	\$1,624.00	SOUTHWEST ED ENTERPRISES	Textbook	7/16/2014
TX-DON002582	\$5,424.58	MONTEZUMA PUBLISHING	Textbook	7/16/2014
TX-DON002583	\$1,955.04	KJOS MUSIC CO	Textbook	7/16/2014
TX-DON002584	\$344.96	NEW READERS PRESS	Textbook	7/16/2014
TX-DON002585	\$1,116.00	ACS DIVCHED EXAM INST.	Textbook	7/16/2014
TX-DON002586	\$511.69	INDUSTRIAL PRESS	Textbook	7/16/2014
TX-DON002587	\$1,924.00	HAYDEN-MCNEIL	Textbook	7/16/2014

P.O. #	Amount	Vendor Name	Classification	Date
TX-DON002589	\$63.84	MEDMASTER	Textbook	7/16/2014
TX-DON002590	\$239.52	WORLD TRADE PRESS	Textbook	7/16/2014
TX-DON002591	\$31.36	NATL ASSOC GEOLOGY TCHERS	Textbook	7/16/2014
TX-DON002592	\$160,319.11	CENGAGE LEARNING	Textbook	7/16/2014
TX-DON002594	\$203.40	WEST GROUP	Textbook	7/16/2014
TX-DON002595	\$295.12	ACEBO	Textbook	7/16/2014
TX-DON002596	\$28,355.73	JOHN WILEY & SONS, INC	Textbook	7/16/2014
TX-DON002597	\$5,013.72	DAWN SIGN PRESS	Textbook	7/16/2014
TX-DON002598	\$26,448.00	MPS FORMERLY VHPS	Textbook	7/16/2014
TX-DON002599	\$8,127.35	KENDALL PUBLISHING	Textbook	7/16/2014
TX-DON002600	\$124.50	PRO-ED INC	Textbook	7/16/2014
TX-DON002601	\$6,898.30	TOWNSEND PRESS	Textbook	7/16/2014
TX-DON002602	\$9,015.80	MOSBY ELSEVIER	Textbook	7/16/2014
TX-DON002603	\$739.40	CAMBRIDGE UNIVERSITY PRES	Textbook	7/16/2014
TX-DON002604	\$239.60	BROADVIEW PRESS	Textbook	7/16/2014
TX-DON002605	\$1,960.84	OXFORD UNIVERSITY PRESS,	Textbook	7/16/2014
TX-DON002606	\$4,433.90	PARADIGM PUBLISHING CO.	Textbook	7/16/2014
TX-DON002607	\$7,331.60	IFSTA	Textbook	7/16/2014
TX-DON002608	\$5,349.00	JONES & BARTLETT LEARNING	Textbook	7/16/2014
TX-DON002609	\$383.68	ROWMAN LITTLEFIELD NATION	Textbook	7/16/2014
TX-DON002610	\$893.00	EINSTRUCTION	Textbook	7/16/2014
TX-DON002611	\$1,401.85	University Readers	Textbook	7/16/2014
TX-DON002613	\$1,751.57	MORTON	Textbook	7/16/2014
TX-DON002614	\$1,279.20	POLICE FIRE PUBLISHING	Textbook	7/16/2014
TX-DON002615	\$322.74	VERVE PRESS	Textbook	7/16/2014
TX-DON002617	\$643.50	NAPER PUBLISHING	Textbook	7/16/2014
TX-DON002618	\$968.00	DE ANZA PRESS	Textbook	7/16/2014
TX-DON002621	\$4,048.20	SLEETER GROUP	Textbook	7/16/2014
TX-DON002622	\$3,236.10	GOODHEART-WILLCOX CO.,INC	Textbook	7/16/2014
TX-DON002623	\$748.40	LEGAL BOOK DIST	Textbook	7/16/2014
TX-DON002624	\$3,766.25	CADCIM TECHNOLOGIES	Textbook	7/16/2014
TX-DON002625	\$1,280.52	HUMAN KINETICS PUBS, INC.	Textbook	7/16/2014
TX-DON002626	\$14,450.04	STAR PUBLISHING CO.	Textbook	7/16/2014
TX-DON002627	\$179.80	BALANCED BODY	Textbook	7/16/2014
TX-DON002630	\$402.00	ASSOCIATED PRESS	Textbook	7/16/2014
TX-DON002632	\$6,760.00	ASHBURY PUBLISHING LLC	Textbook	7/16/2014
TX-DON002633	\$2,352.00	SAGE PUBLICATIONS, INC.	Textbook	7/16/2014

P.O. #	Amount	Vendor Name	Classification	Date
TX-DON002634	\$150.00	C.I.A.T	Textbook	7/16/2014
TX-DON002636	\$128.70	NEBRASKA BOOK COMPANY	Textbook	7/21/2014
TX-DON002637	\$207.80	TAYLOR & FRANCIS	Textbook	7/23/2014
TX-DON002638	\$5,015.00	JOHN WILEY \$ SONS, INC	Textbook	7/23/2014
TX-DON002639	\$2,225.72	KENDALL PUBLISHING	Textbook	7/23/2014
TX-HAWK001888	\$600.00	KENDALL PUBLISHING	Textbook	7/8/2014
TX-HAWK001889	\$54,054.55	NEBRASKA BOOK COMPANY	Textbook	7/14/2014
TX-HAWK001890	\$15,514.35	MBS TEXTBOOK EXCHANGE	Textbook	7/14/2014
TX-HAWK001891	\$1,660.40	TEXAS BOOK COMPANY	Textbook	7/14/2014
TX-HAWK001892	\$619.48	BOOKBYTEDIRECT.COM	Textbook	7/15/2014
TX-HAWK001893	\$10,083.60	NACSCORP	Textbook	7/15/2014
TX-HAWK001894	\$132.81	RANDOM HOUSE, INC.	Textbook	7/15/2014
TX-HAWK001895	\$2,039.33	MONTEZUMA PUBLISHING	Textbook	7/15/2014
TX-HAWK001896	\$198.00	ACS DIVCHED EXAM INST.	Textbook	7/15/2014
TX-HAWK001897	\$683.84	WAVELAND PRESS, INC.	Textbook	7/15/2014
TX-HAWK001898	\$1,924.00	HAYDEN-MCNEIL	Textbook	7/15/2014
TX-HAWK001899	\$486.60	KJOS MUSIC CO	Textbook	7/15/2014
TX-HAWK001900	\$1,380.00	GIA GEM INSTRUMENTS	Textbook	7/15/2014
TX-HAWK001901	\$4,608.00	ACR PUBLICATIONS	Textbook	7/15/2014
TX-HAWK001902	\$11,255.72	KENDALL PUBLISHING	Textbook	7/15/2014
TX-HAWK001904	\$4,554.21	DAWN SIGN PRESS	Textbook	7/15/2014
TX-HAWK001905	\$36,457.00	NORTON, INC.	Textbook	7/15/2014
TX-HAWK001906	\$94,805.98	MCGRAW-HILL PUBLISHING CO	Textbook	7/15/2014
TX-HAWK001907	\$27,757.36	JOHN WILEY \$ SONS, INC	Textbook	7/15/2014
TX-HAWK001908	\$1,263.40	HACKETT PUBLISHING CO., I	Textbook	7/15/2014
TX-HAWK001909	\$521.36	UNIVERSITY OF OKLAHOMA PR	Textbook	7/15/2014
TX-HAWK001910	\$1,326.00	DEAF LIFE PRESS/HPO BOOK	Textbook	7/15/2014
TX-HAWK001911	\$219.40	INT JEWELERY PUBNS.	Textbook	7/15/2014
TX-HAWK001912	\$190,544.35	PEARSON EDUCATION	Textbook	7/15/2014
TX-HAWK001913	\$28,478.00	BLUEDOOR	Textbook	7/15/2014
TX-HAWK001914	\$3,430.00	UNIVERSITY ENTERPRISES	Textbook	7/15/2014
TX-HAWK001915	\$500.84	BROADVIEW PRESS	Textbook	7/15/2014
TX-HAWK001916	\$4,185.00	XYZ TEXTBOOKS	Textbook	7/15/2014
TX-HAWK001917	\$1,204.75	ON COURSE LEARNING	Textbook	7/15/2014
TX-HAWK001918	\$108,883.15	CENGAGE LEARNING	Textbook	7/15/2014
TX-HAWK001919	\$341.40	J.A.MAJORS	Textbook	7/15/2014
TX-HAWK001920	\$9.90	AMAZON	Textbook	7/15/2014

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P.O. #	Amount	Vendor Name	Classification	Date
TX-HAWK001921	\$29,464.00	MPS FORMERLY VHPS	Textbook	7/15/2014
TX-HAWK001922	\$285.02	AMAZON	Textbook	7/15/2014
TX-HAWK001923	\$32,290.92	MCGRAW-HILL CREATE (PRIMIS)	Textbook	7/15/2014
TX-HAWK001924	\$1,087.48	OXFORD UNIVERSITY PRESS,	Textbook	7/15/2014
TX-HAWK001925	\$928.00	EDUCATIONAL TEXTBOOK COMP	Textbook	7/15/2014
TX-HAWK001926	\$4,815.00	BVT PUBLISHING	Textbook	7/15/2014
TX-HAWK001927	\$729.20	MORTON	Textbook	7/15/2014
TX-HAWK001928	\$1,169.48	SLEETER GROUP	Textbook	7/15/2014
TX-HAWK001929	\$4,336.80	AMERICAN WATER WORKS ASSN	Textbook	7/15/2014
TX-HAWK001930	\$507.11	DEARBORN	Textbook	7/15/2014
TX-HAWK001931	\$648.00	FLAT WORLD KNOWLEDGE	Textbook	7/15/2014
TX-HAWK001932	\$27,999.00	VISTA HIGHER LEARNING	Textbook	7/15/2014
TX-HAWK001933	\$584.90	AMAZON	Textbook	7/15/2014
TX-HAWK001934	\$15.96	OLIVIA & HILL PRESS	Textbook	7/15/2014
TX-HAWK001935	\$422.50	SIMON & SCHUSTER, INC.	Textbook	7/15/2014
TX-HAWK001936	\$999.00	TAYLOR & FRANCIS	Textbook	7/15/2014
TX-HAWK001938	\$93.75	MCGRAW-HILL PUBLISHING CO	Textbook	7/15/2014
TX-HAWK001940	\$1,232.25	AMAZON	Textbook	7/22/2014
TX-HAWK001941	\$20.25	AMAZON	Textbook	7/22/2014
TX-HAWK001942	\$11.55	MBS TEXTBOOK EXCHANGE	Textbook	7/23/2014
TX-HAWK001943	\$398.54	NEBRASKA BOOK COMPANY	Textbook	7/28/2014
TX-HAWK001944	\$1,595.00	MCGRAW-HILL PUBLISHING CO	Textbook	7/28/2014
TX-HAWK001945	\$2,114.00	CENGAGE LEARNING	Textbook	7/28/2014
TX-HAWK001946	\$3,123.50	CAMBRIDGE UNIVERSITY PRES	Textbook	7/29/2014
TX-HAWK001947	\$3,159.05	PEARSON EDUCATION	Textbook	7/29/2014

Grand Total: \$1,746,779.80

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-B0000592	205.29	MCKESSON GENERAL MEDICAL CORP	Diversified Agency Fund Expens			7/7/2014
15-B0000593	75.00	NEW ENGLAND BUYING CONSORTIUM	Inst Dues & Memberships			7/10/2014
15-B0000594	5,300.00	YRC (RDWY)	Freight Expense			7/14/2014
15-B0000595	1,500.00	YRC (RDWY)	Freight Expense			7/14/2014
15-B0000596	400.00	ARROWHEAD MOUNTAIN SPRINGWATER	Other Operating Exp & Services			7/14/2014
15-B0000597	14,000.00	BROWN BAG SANDWICH CO. INC.	Purchases – Gen Merchandise			7/14/2014
15-B0000598	14,000.00	BROWN BAG SANDWICH CO. INC.	Purchases - Gen Merchandise			7/14/2014
15-B0000599	14,000.00	BROWN BAG SANDWICH CO. INC.	Purchases - Gen Merchandise			7/14/2014
15-B0000600	14,000.00	BROWN BAG SANDWICH CO. INC.	Purchases - Gen Merchandise			7/14/2014
15-B0000601	3,500.00	DE LAGE LANDEN FINANCIAL SERVICES	Other Operating Exp & Services			7/14/2014
* 15-B0000602	14,000.00	FEDEX	Freight Expense			7/14/2014
* 15-B0000603	14,000.00	FEDEX	Freight Expense			7/14/2014
15-B0000604	3,000.00	FEDEX	Freight Expense			7/14/2014
* 15-B0000605	40,000.00	PEPSI COLA CO.	Purchases - Gen Merchandise			7/14/2014
* 15-B0000606	72,000.00	PEPSI COLA CO.	Purchases - Gen Merchandise			7/14/2014
* 15-B0000607	76,000.00	PEPSI COLA CO.	Purchases - Gen Merchandise			7/14/2014
* 15-B0000608	80,000.00	PEPSI COLA CO.	Purchases - Gen Merchandise			7/14/2014
15-B0000609	1,200.00	PORTABLE STORAGE CORP	Other Operating Exp & Services			7/14/2014
15-B0000610	250.00	AMERICAN WATER WORKS ASSN	Inst Dues & Memberships			7/14/2014
15-B0000611	500.00	TERMINIX INT'L CO. LP	Other Operating Exp & Services			7/14/2014
15-B0000612	360.00	TERMINIX INT'L CO. LP	Other Operating Exp & Services			7/14/2014
15-B0000613	4,000.00	LITTLEWORTH BARRY	Purchases - Gen Merchandise			7/14/2014
15-B0000614	12,000.00	LITTLEWORTH BARRY	Purchases - Gen Merchandise			7/14/2014
15-B0000615	8,000.00	LITTLEWORTH BARRY	Purchases - Gen Merchandise			7/14/2014
15-B0000616	14,000.00	LITTLEWORTH BARRY	Purchases - Gen Merchandise			7/14/2014
15-B0000617	350.00	BOYD & ASSOCIATES	Other Operating Exp & Services			7/14/2014
15-B0000618	300.00	BOYD & ASSOCIATES	Other Operating Exp & Services			7/14/2014
15-B0000619	300.00	BOYD & ASSOCIATES	Other Operating Exp & Services			7/14/2014
15-B0000620	300.00	BOYD & ASSOCIATES	Other Operating Exp & Services			7/14/2014
* 15-B0000621	650.00	INONE TECHNOLOGIES, LLC	Other Operating Exp & Services			7/14/2014
15-B0000622	500.00	FEDEX FREIGHT WEST INC.	Freight Expense			7/14/2014
15-B0000623	500.00	FEDEX FREIGHT WEST INC.	Freight Expense			7/14/2014
15-B0000624	3,000.00	FEDEX FREIGHT WEST INC.	Freight Expense			7/14/2014
* 15-B0000625	14,000.00	JET DELIVERY INC	Freight Expense			7/14/2014

4.20 (30)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 15-B0000626	14,000.00	JET DELIVERY INC	Freight Expense			7/14/2014
15-B0000627	1,600.00	MOBILE MINI, LLC	Other Operating Exp & Services			7/14/2014
15-B0000628	2,500.00	ALLSTAR COPY FAX	Other Operating Exp & Services			7/14/2014
15-B0000629	1,000.00	ALLSTAR COPY FAX	Other Operating Exp & Services			7/14/2014
* 15-B0000630	14,000.00	TREPCO IMPORTS & DISTR LTD	Freight Expense			7/15/2014
* 15-B0000631	14,000.00	TREPCO IMPORTS & DISTR LTD	Other Operating Exp & Services			7/15/2014
* 15-B0000632	14,000.00	TREPCO IMPORTS & DISTR LTD	Other Operating Exp & Services			7/15/2014
* 15-B0000633	14,000.00	TREPCO IMPORTS & DISTR LTD	Freight Expense			7/15/2014
15-B0000634	4,000.00	LENNY & LARRY'S INC	Purchases - Gen Merchandise			7/15/2014
15-B0000635	3,200.00	SULLIVAN DISTRIBUTING, INC	Purchases - Gen Merchandise			7/15/2014
15-B0000636	100.00	SULLIVAN DISTRIBUTING, INC	Purchases - Gen Merchandise			7/15/2014
15-B0000637	1,500.00	ULINE	Other Operating Exp & Services			7/15/2014
15-B0000638	1,000.00	ULINE	Other Operating Exp & Services			7/15/2014
15-B0000639	7,000.00	VERBA, INC.	Other Operating Exp & Services			7/15/2014
15-B0000640	9,000.00	VERBA, INC.	Other Operating Exp & Services			7/15/2014
* 15-B0000641	34,000.00	NEBRASKA BOOK COMPANY, INC.	Other Operating Exp & Services			7/15/2014
* 15-B0000642	10,400.00	NEBRASKA BOOK COMPANY, INC.	Other Operating Exp & Services			7/15/2014
15-B0000643	2,000.00	NEBRASKA BOOK COMPANY, INC.	Other Operating Exp & Services			7/15/2014
15-B0000644	2,000.00	NEBRASKA BOOK COMPANY, INC.	Other Operating Exp & Services			7/15/2014
15-B0000645	1,500.00	NATIONAL ASSOC OF COLLEGE STORES	Inst Dues & Memberships			7/15/2014
15-B0000646	1,000.00	NATIONAL ASSOC OF COLLEGE STORES	Inst Dues & Memberships			7/15/2014
15-B0000647	400.00	CALIFORNIA ASSOC OF COLLEGE STORES INC	Inst Dues & Memberships			7/15/2014
15-B0000648	700.00	NATIONAL ASSOC OF COLLEGE STORES	Inst Dues & Memberships			7/15/2014
15-B0000649	1,300.00	NATIONAL ASSOC OF COLLEGE STORES	Inst Dues & Memberships			7/15/2014
15-B0000650	300.00	NACAS CONFERENCE REGISTRAR	Inst Dues & Memberships			7/15/2014
15-B0000651	2,500.00	THE DRIP COFFEE	Purchases - Gen Merchandise			7/15/2014
15-B0000652	4,000.00	CIRCLE K CLUB	Other Operating Exp & Services			7/15/2014
15-B0000653	225.00	EDUCATIONAL TESTING SVC	Other Operating Exp & Services			7/16/2014
15-B0000654	100.00	OFFICE DEPOT BUSINESS SVCS	Diversified Agency Fund Expens			7/17/2014
15-B0000655	800.00	GOPICNIC BRANDS INC.	Purchases - Gen Merchandise			7/17/2014
15-B0000656	500.00	GOPICNIC BRANDS INC.	Purchases - Gen Merchandise			7/17/2014
15-B0000657	400.00	WAI LAN YOGA TRUST	Purchases - Gen Merchandise			7/17/2014
15-B0000658	650.00	HANNAHMAX BAKING	Purchases - Gen Merchandise			7/17/2014
15-B0000659	1,500.00	SAM'S DAIRY DIST	Purchases - Gen Merchandise			7/17/2014

4.20 (31)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
15-B0000660	1,000.00	OFFICE DEPOT	Other Operating Exp & Services			7/22/2014
15-B0000661	500.00	SANTA ANA UNIFIED SCHOOL DIST	Other Operating Exp & Services			7/22/2014
15-B0000662	6,449.97	BRYAN DUROSS TECHNICAL TRAINING SERVICES	Diversified Agency Fund Expens			7/22/2014
15-B0000663	2,000.00	BARNES & NOBLE INC	Other Operating Exp & Services			7/23/2014
		Grand Total:	\$601,315.26			

4:20 (32)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 5, 2014 THROUGH JULY 30, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
TX-DON002572	\$41,440.31	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from Nebraska Book Co., Manager Review and Approval - Tom Bonetati - 7/15/14
TX-DON002573	\$26,717.28	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from MBS Publishers, Manager Review and Approval - Tom Bonetati - 7/15/14
TX-DON002574	\$315,763.14	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from Pearson Education, Manager Review and Approval - Tom Bonetati - 7/16/14
TX-DON002575	\$167,796.54	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from McGraw-Hill Publishing, Manager Review and Approval - Tom Bonetati - 7/16/14
TX-DON002578	\$54,139.50	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from Norton Publishing, Manager Review and Approval - Tom Bonetati - 7/16/14
TX-DON002579	\$30,663.88	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from NACSCorp Publishing, Manager Review and Approval - Tom Bonetati - 7/16/14
TX-DON002592	\$160,319.11	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from Cengage Publishing, Manager Review and Approval - Tom Bonetati - 7/16/14

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 5, 2014 THROUGH JULY 30, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
TX-DON002596	\$28,355.73	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from John Wiley & Sons Publishers, Manager Review and Approval - Tom Bonetati - 7/16/14
TX-DON002598	\$26,448.00	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from MPS Publishing, Manager Review and Approval - Tom Bonetati - 7/16/14
TX-DON002653	\$16,840.00	Textbooks for resale: Fall 2014	SAC Bookstore	Purchased from AGS Publishing, Manager Review and Approval - Tom Bonetati - 7/31/14
TX-HAWK001889	\$54,054.55	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from Nebraska Book Co., Manager Review and Approval - Bill Jeffery - 7/15/14
TX-HAWK001890	\$15,514.35	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from MBS Book Co., Manager Review and Approval - Bill Jeffery - 7/15/14
TX-HAWK001905	\$36,457.00	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from Norton Publishers., Manager Review and Approval - Bill Jeffery - 7/15/14
TX-HAWK001906	\$94,805.98	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from McGraw Publishers., Manager Review and Approval - Bill Jeffery - 7/15/14

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 5, 2014 THROUGH JULY 30, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
TX-HAWK001907	\$27,757.36	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from John Wiley & Sons Publishers., Manager Review and Approval - Bill Jeffery - 7/15/14
TX-HAWK001912	\$190,544.35	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from Pearson Education., Manager Review and Approval - Bill Jeffery - 7/15/14
TX-HAWK001913	\$28,478.00	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from Blue Door Publishing., Manager Review and Approval - Bill Jeffery - 7/15/14
TX-HAWK001918	\$108,883.15	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from Cengage Publishing., Manager Review and Approval - Bill Jeffery - 7/15/14
TX-HAWK001921	\$29,464.00	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from MPS Publishers., Manager Review and Approval - Bill Jeffery - 7/15/14
TX-HAWK001923	\$32,290.92	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from McGraw Hill Publishers., Manager Review and Approval - Bill Jeffery - 7/15/14
TX-HAWK001932	\$27,999.00	Textbooks for resale: Fall 2014	SCC Bookstore	Purchased from Vista Higher Learning, Manager Review and Approval - Bill Jeffery - 7/15/14
15-B0000605	\$40,000.00	General Merchandise for resale:Fall 2014	SCC Bookstore	Purchased from Pepsi Cola Co., Manager Review and Approval - Bill Jeffery - 7/14/14

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JULY 5, 2014 THROUGH JULY 30, 2014
BOARD MEETING OF AUGUST 18, 2014**

P.O. #	Amount	Description	Department	Comment
15-B0000606	\$72,000.00	General Merchandise for resale:Fall 2014	SAC Bookstore	Purchased from Pepsi Cola Co., Manager Review and Approval - Tom Bonetati - 7/14/14
15-B0000607	\$76,000.00	General Merchandise for resale:Fall 2014	Don Express	Purchased from Pepsi Cola Co., Manager Review and Approval - Tom Bonetati - 7/14/14
15-B0000608	\$80,000.00	General Merchandise for resale:Fall 2014	SAC Café	Purchased from Pepsi Cola Co., Manager Review and Approval - Tom Bonetati - 7/14/14
15-B0000641	\$34,000.00	Software, License & Maintenance Fees for Bookstore WinPrism POS system: FY 2014/15	SAC Bookstore	Purchased from Nebraska Book Company, Inc, Manager Review and Approval - Tom Bonetati - 7/15/14

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: August 18, 2014
Re: Approval of Resource Development Items	
Action: Request for Action	

BACKGROUND

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
-----------------------------	--------------------------	----------------------

- | | | |
|--|----------|-----------|
| <p>1. Early Head Start – Year 2 (District) – Augmentation
Funding for the Early Head Start grant award from the U.S. Department of Health and Human Services, Administration for Children and Families, to support enrollment of children and families into Early Head Start programs. (14/15)
Operations Budget - \$114,413</p> | 06/04/14 | \$114,413 |
|--|----------|-----------|

The required match is \$28,603, and consists of \$18,336 of state-funded Child Development Center staff salary and benefits costs and \$10,267 unclaimed indirect costs.

- | | | |
|---|----------|-----------|
| <p>2. Information Communications Technology (ICT)/Digital Media Sector Navigator (District) - <i>Augmentation</i>
Grant award from the California Community Colleges Chancellor's Office to develop ICT/Digital Media programs throughout the state by providing up-to-date information on industry trends and workforce needs, as well as providing in-region investments for professional development and faculty lead projects to develop CTE programs in these fields. (14/15).</p> | 06/12/14 | \$250,000 |
|---|----------|-----------|

The required match is \$210,650, and will be met entirely by third party in-kind contributions

RECOMMENDATION

It is recommended that the Board approve these items and that the Vice Chancellor of Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$364,413	Board Date: August 18, 2014
Prepared by: Pat Carpenter, Administrative Secretary, Resource Development	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor or Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET #1274
NAME: Early Head Start Operating Yr. 2 of 3 (District)
Carryover Budget/Augmentation
FISCAL YEAR: 2014/2015

CONTRACT PERIOD: 1/01/14 - 12/31/14
 CONTRACT INCOME: \$1,649,675
 FY 13/14 Expenses (\$798,565)
 Augmentation (Amend2) \$114,413
 FY 14/15 Carryover \$965,523
 CFDA #: 93.600; AWARD #09CH9091-03

PROJ. ADM. Enrique Perez
 PROJ. DIR. Janneth Linnell
 Date: 8/6/2014

Datatel String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
33-1274-000000-50000-8199	Other Federal Revenues		1,649,675		965,523	684,152	
33-1274-672000-50000-5865	Indirect Costs : District Operations @ 4% Modified direct costs excludes equipment \$5,600 and two sub-contract agreements in excess of \$25,000 at \$84,896. Modified Direct costs = \$841,371 x 4% = \$33,655.	55,609		33,655			21,954
33-1274-692000-53328-1210	Academic Management : EHS Santa Ana College Enriqueta Isais, SAC Director I @ 30%	22,729		11,774			10,956
33-1274-692000-53328-1270	Child Development Teachers : EHS Santa Ana College (8) Master Teachers each @ 25% Daisy Castaneda, Asst Dir. MT/BA 7 Luz Cordoba, MT/BA 5 Juana Escalera, MT/AA 2 Margaret Humphrey, MT/AA 10 Imelda Iniguez, MT/AA 5 Paz Jorquera, MT/AA 4 Jackie Karter, MT/BA 12 Keo Salinas, MT/BA 5 Sandra Shinn, MT/BA 5	89,939		43,157			46,782
33-1274-692000-53328-1471	Substitute Child Development Teachers - SAC	14,280		1,000			13,280
33-1274-692000-53328-2130	Classified Employees : EHS Santa Ana College Isabel Mata, Administrative Clerk, +2.5%BIL @ 50%	27,159		16,174			10,986
33-1274-692000-53328-2320	Classified Employees - Hourly : EHS Santa Ana Colle Nutrition Specialist/Cook \$16.53/hr x 6 hrs/day x 203 days 8 CDC Interns x \$10/hour x 10.25 hrs/day x 203 days x 50%	104,240		43,684			60,556
33-1274-692000-53328-2340	Student Assistants - Hourly : EHS Santa Ana College 8 student assistants x \$8/hour x 8 hrs x 203 days x 50%	53,000		23,281			29,719
33-1274-692000-53328-3115	STRS - Non-Instructional	10,475		5,564			4,911
33-1274-692000-53328-3215	PERS - Non-Instructional	15,035		7,046			7,989
33-1274-692000-53328-3315	OASDI - Non-Instructional	8,189		3,737			4,452

Revised Budget (Augmentation)
 Prepared by: Maria Gil

SPECIAL PROJECT DETAILED BUDGET #1274
NAME: Early Head Start Operating Yr. 2 of 3 (District)
Carryover Budget/Augmentation
FISCAL YEAR: 2014/2015

CONTRACT PERIOD: 1/01/14 - 12/31/14
 CONTRACT INCOME: \$1,649,675
 FY 13/14 Expenses (\$798,565)
 Augmentation (Amend2) \$114,413
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 CFDA #: 93.600; AWARD #09CH9091-03

PROJ. ADM. Enrique Perez
 PROJ. DIR. Janneth Linnell
 Date: 8/6/2014

Datatel String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
33-1274-692000-53328-3325	Medicare - Non-Instructional	3,841		1,724			2,117
33-1274-692000-53328-3415	H&W - Non-Instructional	45,284		23,063			22,221
33-1274-692000-53328-3435	H&W Retiree Fund - Non-Instructional	3,177		1,421			1,756
33-1274-692000-53328-3515	SUI - Non-Instructional	1,782		61			1,721
33-1274-692000-53328-3615	WCI - Non-Instructional	7,624		3,412			4,212
33-1274-692000-53328-3915	Other Benefits - Non-Instructional	6,384		3,064			3,320
33-1274-692000-53328-4310	Instructional Supplies	1,500		0			1,500
33-1274-692000-53328-4610	Non-Instructional Supplies	7,040		3,600			3,440
33-1274-692000-53328-4710	Food and Food Services Supplies	3,639		1,100			2,539
33-1274-692000-53329-1210	Academic Management : EHS Administration Janneth Linnell, CDC Exec. Director @ 50% My Le Pham, EHS Director @ 100% Connie Van, Assoc. Director II - Parent Svs/ERSEA @ 100% Jennifer Pruznick, Assoc. Director II - Educ./Disabilities @ 100%	215,936		124,583			91,353
33-1274-692000-53329-1270	Child Development Teachers : EHS Administration (5) Homebase Parent Educators/Master Teachers each @ 100% Marybel Arreguin-Lopez, MT/BA 3 Catherine Candela, MT/BA 3 Isela Cervantes, MT/BA 3 Cristina Lemus Vallejo, T/P 4 Alicia Ramirez, MT/BA 4 Sandra Santamaria, MT/AA 3	198,410		117,453			80,957
33-1274-692000-53329-1471	Sub Child Development Teachers - District	0		5,000		5,000	
33-1274-692000-53329-2130	Classified Employees : EHS Administration Laurene Lugo, CDS Adm. Secretary, +5%L+2.5%BIL @ 10% Jacqueline Valadez, EHS Adm. Secretary @ 100% Cherie Ericson, Accountant, +2.5%L+4PG/\$2,000/yr @ 65% Jessica Avalos, Adm. Clerk, +2.5%Bil @ 100%	137,903		75,769			62,134

5.1 (3)

SPECIAL PROJECT DETAILED BUDGET #1274
NAME: Early Head Start Operating Yr. 2 of 3 (District)
Carryover Budget/Augmentation
FISCAL YEAR: 2014/2015

CONTRACT PERIOD: 1/01/14 - 12/31/14
 CONTRACT INCOME: \$1,649,675
 FY 13/14 Expenses (\$798,565)
 Augmentation (Amend2) \$114,413
 FY 14/15 Carryover \$965,523
 CFDA #: 93.600; AWARD #09CH9091-03

PROJ. ADM. Enrique Perez
 PROJ. DIR. Janneth Linnell
 Date: 8/6/2014

Datatel String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
33-1274-692000-53329-2320	Classified Employees - Hourly- District	0		4,000		4,000	
33-1274-692000-53329-3115	STRS - Non-Instructional	34,180		24,480			9,700
33-1274-692000-53329-3215	PERS - Non-Instructional	15,778		8,919			6,859
33-1274-692000-53329-3315	OASDI - Non-Instructional	8,768		4,812			3,956
33-1274-692000-53329-3325	Medicare - Non-Instructional	8,336		4,860			3,476
33-1274-692000-53329-3415	H&W - Non-Instructional	151,250		89,545			61,705
33-1274-692000-53329-3435	H&W Retiree Fund - Non-Instructional	5,745		3,353			2,392
33-1274-692000-53329-3515	SUI - Non-Instructional	2,248		169			2,079
33-1274-692000-53329-3615	WCI - Non-Instructional	13,798		8,046			5,752
33-1274-692000-53329-3915	Other Benefits - Non-Instructional	22,640		12,521			10,119
33-1274-692000-53329-4210	Books, Magazines, Reference Materials	700		1,000		300	
33-1274-692000-53329-4310	Instructional Supplies	5,000		7,786		2,786	
33-1274-692000-53329-4610	Non-Instructional Supplies	8,100		2,160			5,940
33-1274-692000-53329-4710	Food and Food Services Supplies	4,500		6,000		1,500	
33-1274-692000-53329-5100	Contracted Services : EHS Administration -CHOC/Help Me Grow -MOMS of Orange County -Nutrition Services Consultant -Mental Health Consultant -Family Services Interns Supervisor -Health Services Assistant -Provide observations of ITERS and CLASS in center base classrooms -Trainers to provide technical assistance conferences, registration, materials for Policy Council and EHS staff -Technical assistance for database system, ChildPlus -PHFE Services - Parent Education and Development	306,157		212,000			94,157
33-1274-692000-53329-5220	Mileage/Parking Expenses	8,000		5,200			2,800

5.1 (4)

Revised Budget (Augmentation)
 Prepared by: Maria Gil

Board Approval Date: August 18, 2014
 Accountant: Catherine Nguyen

SPECIAL PROJECT DETAILED BUDGET #1274
NAME: Early Head Start Operating Yr. 2 of 3 (District)
Carryover Budget/Augmentation
FISCAL YEAR: 2014/2015

CONTRACT PERIOD: 1/01/14 - 12/31/14
 CONTRACT INCOME: \$1,649,675
 FY 13/14 Expenses (\$798,565)
 Augmentation (Amend2) \$114,413
 FY 14/15 Carryover \$965,523
 CFDA #: 93.600; AWARD #09CH9091-03

PROJ. ADM. Enrique Perez
 PROJ. DIR. Janneth Linnell
 Date: 8/6/2014

Datatel String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
33-1274-692000-53329-5230	District In-Services Activities	2,000		0			2,000
33-1274-692000-53329-5300	Institutional Dues and Memberships	3,400		3,400		0	0
33-1274-692000-53329-5650	Rental - Facility (short term)	400		0			400
33-1274-692000-53329-5845	Excess/Copies Useage	2,500		1,750			750
33-1274-692000-53329-5850	Fingerprinting	1,301		800			501
33-1274-692000-53329-5940	Reproductions/Printing Expense	1,500		1,300			200
33-1274-692000-53329-5950	Software License and Fees	2,699		0			2,699
33-1274-692000-53329-6411	Equipment - Federal	3,000		5,600		2,600	
33-1274-675000-53329-5210	Conference Expense	4,500		8,500		4,000	
	Total 1274 - EHS 2014 Operations - Yr. 2	1,649,675	1,649,675	965,523	965,523	704,338	704,338

5.1 (5)

SPECIAL PROJECT DETAILED BUDGET #1274
NAME: Early Head Start Operating Yr. 2 of 3 (District)
Carryover Budget/Augmentation
FISCAL YEAR: 2014/2015

CONTRACT PERIOD: 1/01/14 - 12/31/14
 CONTRACT INCOME: \$1,649,675
 FY 13/14 Expenses (\$798,565)
 Augmentation (Amend2) \$114,413
 FY 14/15 Carryover \$965,523
 CFDA #: 93.600; AWARD #09CH9091-03

PROJ. ADM. Enrique Perez
 PROJ. DIR. Janneth Linnell
 Date: 8/6/2014

Datatel String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit

The match is 20% off the total cost of the project that includes the EHS award (federal share) and the non-federal share. The match (non-federal) required for the federal augmentation funds is \$28,603 and consists of state-funded Child Development Center staff and unclaimed indirect as listed below:

33-2120-692000-53328-1210	Academic Management : EHS Santa Ana College Enriqueta Isais, SAC Director I @ 30%	2,378	
33-2120-692000-53328-1270	Child Development Teachers : Santa Ana College (8) Master Teachers each @ 50% Daisy Castaneda, Asst Dir. MT/BA 7 Luz Cordoba, MT/BA 5 Juana Escalera, MT/AA 2 Margaret Humphrey, MT/AA 10 Imelda Iniguez, MT/AA 5 Paz Jorquera, MT/AA 4 Jackie Karter, MT/BA 12 Keo Salinas, MT/BA 5 Sandra Shinn, MT/BA 5	6,452	
33-2120-692000-53328-3xxx	Benefits for SAC Director I @ 30%, (8) Master Teachers @ 50% and (1) Teacher @ 50%	9,506	
	Sub-Total Personnel (salary and benefits) (state-funded)	18,336	
	Unclaimed Indirect @ 8.0% on federal and non-federal direct costs:		
	(federal share #1274) augmentation direct costs \$110,013 x 8%	8,801	
	(non-federal share) total direct costs \$18,336 x 8%	1,466	
	Sub-Total Unclaimed Indirect	10,267	
	Match Total (Non-Federal Share)	28,603	

5.1 (6)

Revised Budget (Augmentation)
 Prepared by: Maria Gil

Board Approval Date: August 18, 2014
 Accountant: Catherine Nguyen

SPECIAL PROJECT DETAILED BUDGET #2535

NAME: Sector Navigator ICT/DM

FISCAL YEAR: 2014/2015

CONTRACT PERIOD: 7/1/13 - 6/30/15 (End date extended)

CONTRACT INCOME: \$ 372,500

AUGMENTATION: \$ 250,000

TOTAL: \$ 622,500

GRANT # 13-151-006 (Amendment 1)

PROJ. ADM. Enrique Perez

PROJ. DIR. - Stephen Wright

Datatel String	Description	Existing Budget		Revised Budget		Budget Change +/-	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2535-000000-50000-8659	Other Reimb Categorical All		372,500		622,500		250,000
12-2535-672000-50000-5865	Indirect Costs : District O	10,673		20,288		9,615	
12-2535-679000-53305-4610	Non-Instructional Supplies	3,830		4,138		308	
12-2535-679000-53305-4710	Food and Food Service Suppl	7,600		7,600			-
12-2535-679000-53305-5100	Contracted Services : Educa	262,737		492,814		230,077	-
12-2535-679000-53305-5300	Inst Dues & Memberships : E	-		-		-	
12-2535-679000-53305-6410	Equipment - All Other > \$1,	350		10,350		10,000	
12-2535-679000-53345-2130	Classified Employees : Reso	55,232		55,232			-
12-2535-679000-53345-3215	PERS - Non-Instructional :	6,306		6,306			-
12-2535-679000-53345-3315	OASDHI - Non-Instructional	3,508		3,508			-
12-2535-679000-53345-3325	Medicare - Non-Instructiona	820		820			-
12-2535-679000-53345-3415	H & W - Non-Instructional :	17,259		17,259			-
12-2535-679000-53345-3435	H & W - Retiree Fund Non-In	566		566			-
12-2535-679000-53345-3515	SUI - Non-Instructional : R	911		911			-
12-2535-679000-53345-3615	WCI - Non-Instructional : R	1,358		1,358			-
12-2535-679000-53345-3915	Other Benefits - Non-Instru	1,350		1,350			-
Totals for PROJECT: 2535	Sector Navigator Info CM	372,500	372,500	622,500	622,500	250,000	250,000

The match required is \$210,650 that will be met entirely by third party in-kind contributions.

5.1 (7)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: August 18, 2014
Re: Approval of Service Contract Agreement between RSCCD and Listen to See, Inc. for the Sector Navigator ICT/Digital Media Grant	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded a fiscal year 2014/15 renewal (year 2) Sector Navigator – Information Communications Technology/Digital Media grant, Grant #14-151, by the California Community Colleges Chancellor's Office, Workforce and Economic Development Division. The grant requires RSCCD to implement a statewide project that will strengthen and develop the California Community Colleges' information communications technology and digital media programs. This project will provide up-to-date and expert information on industry trends and workforce needs, serving to improve the connections between employers and colleges, and provide professional development and faculty lead projects to increase program capacity and alignment with industry workforce needs.

ANALYSIS

Enclosed for your approval is a service contract agreement with Listen to See, Inc. to configure and customize the website and associated content for the Sector Navigator project. The work will include ICT-DM web hosting and content services, video editing post production, professional conference support, and online digital résumé component. The performance period of the service contract is August 22, 2014 – June 30, 2015. The total cost will not exceed \$39,900.

The Project Administrator is Enrique Perez.

RECOMMENDATION

It is recommended that the Board approve this service contract agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: \$39,900	Board Date: August 18, 2014
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, J.D., Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	


RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Certification of Independent Contractor/Guest Lecturer

Subject Individual: ListenToSee, Inc./Scott Young

Position Title: Independent Contractor

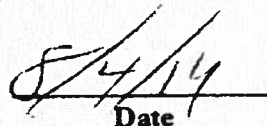
This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of Independent Contractor/Guest Lecturer status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal Independent Contractor/Guest Lecturer status.

CERTIFICATION



Signature

*Assistant Vice Chancellor, Human Resources
Rancho Santiago Community College District*



Date

2014 AUG 5 PM 4 08

Distribution:
White - Human Resources
Yellow - Accounting
Pink - Purchasing

7/30/14
A

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Request for Independent Contractor/Guest Lecturer Certification Form
(To be submitted for Board approval prior to date(s) of service if over \$15,000.00)

NOTE: This form is to be completely filled out by the requisitioner, not the Independent Contractor

To: PURCHASING DEPARTMENT/District Office • 2323 N. Broadway, Santa Ana, CA 92706 • (714) 480-7372

From (Print name): Enrique Perez Ext: 07460

Department: Educational Services

Fill this section out in accordance with how the Independent Contractor fills out their W9 and 590:

Consultant Name: (Please Print): ListenToSee, Inc.

Mailing Address: 2060-D Avenida De Los Arboles, Suite 113
Business Name -OR- First Name M.I. Last
Thousand Oaks, CA 91362
City State Zip

Social Security #: - - OR Employer #: -

Consultant's Phone Number: (310) 613-4534 Fax: (866) 313-0492

Date(s) of Service: August 22, 2014 - June 30, 2015

Description of Services (Attach a Cost Proposal with a detailed scope of service and if applicable, a Biography must be provided for services \$15,000 or more): Web design, programing, video production and editing and other technical support services for the ICT-DM Sector Navigator Initiatives. (Please see attached proposal.)

What are the technical reasons that this person is being hired as an Independent Contractor/Guest Lecturer rather than an employee?
Specialized skills and knowledge not available within our employee base.

Service Cost \$ 39,900 Plus Expenses? Yes No Maximum Amount of Expenses: \$ 0.00
(Price Estimate & Breakdown of such expenses must be included in the Cost Proposal)

When is/are payment(s) to be made: Upon receipt of invoice and quarterly thereafter.

Is it possible that this Independent Contractor/Guest Lecturer may provide future services in the amount of \$600.00 or more in the current or next calendar year? Yes No

Account Number: - - - -
(Datatel String) Fund Project Tops Department Object (5100)

Requested by: [Signature] Enrique Perez, J.D. X07460 Date: 7-28-14
Signature of Person Initiating Project Print Name Ext.

Approved by: [Signature] John Didion X07489 Date: 7-29-14
Administrator/Manager or Vice Chancellor Print Name Ext.

CURRENT EMPLOYEES OF THE DISTRICT MAY NOT BE EMPLOYED AS INDEPENDENT CONTRACTORS/GUEST LECTURERS

TO BE COMPLETED BY PURCHASING DEPARTMENT

Vendor #: _____ PR #: _____ PO #: _____

*Distribution: Make 3 copies (Purchasing, Accounting & Human Resources) and submit along with the I.C. packet to H/R.

7/30/14
AT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
INDEPENDENT CONTRACTOR/GUEST LECTURER CERTIFICATION FORM & CHECKLIST
Common-Law Factors
(IRS Revenue Ruling 87-41)


Subject Individual: Scott Young

Position Title: President

Check items that are true for the Independent Contractor/Guest Lecturer you intend to hire:

1. **No Instructions:** The worker will not be required to follow explicit instructions to accomplish the job. The employer may provide job specifications, however.
2. **No Training:** The worker will not receive training provided by the employer. The worker will use independent methods to accomplish the work.
3. **Work Not Essential to the Employer:** The employer's success or continuation does not depend on the services of the worker.
4. **Right to Hire Others:** The worker is being hired to provide a result, and will have the right to hire others for actual work.
5. **Control of Assistants:** Assistants hired at worker's discretion; worker responsible for hiring, supervising, paying of assistants.
6. **Not a Continuing Relationship:** If frequent, will be at irregular intervals, on call, or whenever work is available.
7. **Own Work Hours:** Worker will establish work hours for the job.
8. **Time to Pursue Other Work:** Since specific hours are not required, worker may work for other employers simultaneously.
9. **Job Location:** Worker controls job location. No direction or supervision, whether on employer's site or not.
10. **Order of Work:** Worker, rather than employer, determines order or sequence of steps in performance of work.
11. **No Interim Reports:** Only specific pre-determined reports defined in the contract document.
12. **Basis of Payment:** Worker paid by the job rather than time expended. Total compensation determined in advance of starting the job.

- 13. **Business Expenses:** Worker is responsible for incidental or special business expenses.
- 14. **Tools and Equipment:** Worker furnishes the tools and equipment needed for the job.
- 15. **Significant Investment:** Worker can perform services without using the employer's facilities. Worker's investment in own trade is real, essential, and adequate.
- 16. **Possible Profit or Loss:** Worker does these: (Check valid items)
 - (a) Hires, directs, pays assistants
 - (b) Has equipment, facilitates
 - (c) Has continuing and recurring liabilities
 - (d) Performs specific jobs for prices negotiated in advance
 - (e) Worker's services affect own business reputation
- 17. **Work for Multiple Employers:** Worker may perform services for more than one employer simultaneously.
- 18. **Services Available to the General Public:** (Check valid items)
 - (a) Maintains an office
 - (b) Business license
 - (c) Business signs
 - (d) Advertises services
 - (e) Lists services in business directory
 - (f) Other (explain) _____
- 19. **Limited Right to Discharge:** Worker not subject to termination as long as contract specifications are met.
- 20. **No Compensation for Non-Completion:** Responsible for satisfactory completion of job; no compensation for non-completion.

To be filled out by Requestor:	
Enrique Perez, J.D.	
Print Name	Signature
Assistant Vice Chancellor, Educational Services	7-28-14
Requestor's Title	Date

*Distribution: Make 3 copies (Purchasing, Accounting & Human Resources) and submit along with the I.C. packet to H/R.

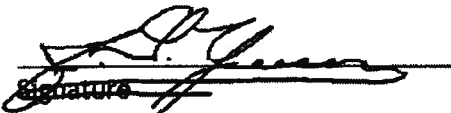
**INFORMATION FOR PROSPECTIVE
INDEPENDENT CONTRACTOR**

Tentative Agreement

1. Service to be provided (Attach a Cost Proposal with a detailed scope of service and if applicable, a Biography must be provided for services \$15,000 or more):
To conduct market research for the Information & Communication Technologies / Digital Media (ICT) program for curriculum inventory relative to branded pathways, 3rd party credentials, by region to be assemble in interactive database for web use.
2. Service Cost: 39,900.00 Plus Expenses? Yes No Maximum Amount of Expenses: \$ 0.00
(Price Estimate and Breakdown of such expenses must be included in the Cost Proposal)
3. Service to commence on or about August 22, 2014.
4. Service to be completed on or about June 30, 2015.
5. Is it possible that this Independent Contractor may provide future services in the amount of \$600.00 or more in the current or next calendar year?
Yes No
6. Independent Contractor shall assume all expenses unless otherwise noted.
7. Independent Contractor shall provide worker's compensation insurance or self-insurance service, and indemnify and/or hold harmless the District, its officers and agents employees and volunteers by reason of liability for damages for (1) death or bodily injury to persons, (2) injury to, loss, or theft of property, and (3) any other damage or expense arising under the above sustained by the Independent Contractor.
8. Independent Contractor affirms that no Rancho Santiago Community College District employee shall be hired as a subcontractor while working at the college.

The above are excerpts from the District's standard Independent Contractor agreement and are intended to be used during the negotiation process with the prospective contractor. A signature or initial attached hereto means simply that the prospective Independent Contractor acknowledges that the District's requirements are understood and that after the District's Board approval if required, a signature on the Independent Contractor agreement shall be executed.

INDEPENDENT CONTRACTOR


Signature

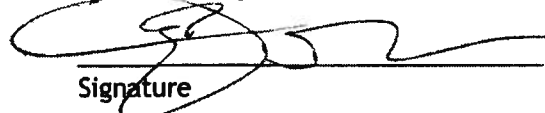
2060-D Avenida de Los Arboles, Suite 113
Address

Thousand Oaks/CA/91362
City/State/Zip

President
Title

Date 07/09/2014

DISTRICT REQUESTOR


Signature

Enrique Perez, J.D.
Printed Name

Assistant Vice Chancellor, Ed. Services
Title

7.28.14
Date

Date Mailed: / /

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do NOT
send to the IRS.**

Please print or type	Name (if a joint account or you changed your name, see <i>Specific instructions</i> on page 2.) Jay Scott Young	
	Business name, if different from above. (See <i>Specific instructions</i> on page 2.) ListenToSee, Incorporated	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
	Address (number, street, and apt. or suite no.) 2060-D Avenida De Los Arboles, Suite 113 City, state, and ZIP code Thousand Oaks, CA 91362	Requester's name and address (optional)

<p>Part I Taxpayer Identification Number (TIN)</p> <p>Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, if you are a resident alien OR a sole proprietor, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How To Get a TIN</i> on page 2.</p> <p><i>Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.</i></p> <table style="width: 100%; text-align: center;"> <tr> <td colspan="9">Social security number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td colspan="9">OR</td> </tr> <tr> <td colspan="9">Employer identification number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> <tr> <td>2</td><td>6</td><td>+</td><td>3</td><td>4</td><td>5</td><td>6</td><td>2</td><td>1</td> </tr> </table>	Social security number																		OR									Employer identification number																		2	6	+	3	4	5	6	2	1	<p>List account number(s) here (optional)</p> <hr/> <p>Part II For Payees Exempt From Backup Withholding (See the instructions on page 2.)</p>
Social security number																																																							
OR																																																							
Employer identification number																																																							
2	6	+	3	4	5	6	2	1																																															

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions.—You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature ▶	Date ▶ 12/08/2009
------------------	-------------	--------------------------

Purpose of Form.—A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are an exempt payee.

Note: If a requester gives you a form other than a W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is Backup Withholding?—Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding

include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only), or

5. You do not certify your TIN when required. See the Part III instructions on page 2 for details.

Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

Penalties

Failure To Furnish TIN.—If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil Penalty for False Information With Respect to Withholding.—If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal Penalty for Falsifying Information.—Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs.—If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

ListenToSee, Inc.
2060-D Avenida de Los Arboles
Suite 113
Thousand Oaks, CA 91362

Scott Young
(310) 613-4534
scott@listentosee.com
www.ListenToSee.com



PROPOSAL

ICT-DM SECTOR NAVIGATOR SUPPORT

Providing support services for ICT-DM Sector Navigator initiatives and activities.

Prepared for:

Enrique Perez

Rancho Santiago Community College District
2323 North Broadway
Suite 350
Santa Ana, CA 92706-1640

Proposal Issued:

June 25, 2014

Statement of Confidentiality

This proposal and supporting materials contain confidential and proprietary business information of Oomph. These materials may be printed or photocopied for use in evaluating the proposed project, but are not to be shared with other parties.



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Executive Summary



In an effort to ensure that the direction of the ICT-Digital Media Sector Navigator are communicated to the ICT-Digital Media team, we have been selected to provide supporting services that will enable clear, concise, and timely collaboration across the team and their constituency. This will be accomplished by using online tools to host team data, and provide an easy and enjoyable environment for gathering and sharing data and best practices from the California Community College system. This will help focus the Sector Navigator and Deputy Sector Navigator's objectives to fill state, local and student needs for ICT-Digital Media education.

Communication and collaboration are foundational components of implementing a system-wide adoption of ICT-DM curriculum and best practices to prepare students for transitioning into jobs or four year degree programs. ListenToSee, Inc. will provide tools and support to give the ICT-DM initiative a platform to help the Sector Navigator (NS) and Deputy Sector Navigators (DSN) keep focused on the crucial momentum points (MP) and leading indicators (LI) at the core of this initiative.

Most of the effort this year will focus on outward facing activities designed to market the strengths of the CCC system and help fill any capacity gaps discovered. This phase will be targeted at students, community college faculty and administrators, businesses and employers, Secondary/ROP ICT-DM educators and workforce partners.

This proposal will detail the supporting Infrastructure and services that ListenToSee, Inc. will provide to support the ICT-DM initiative. We will work with the Sector Navigator to create tools and media to help the team accomplish their objectives of

1. Curriculum alignment to labor market needs
2. Student related momentum points, and
3. Quality of service to all customers.



Project Benefits

By utilizing the portal and tools outlined in this proposal the ICT-DM initiative will see the following benefits:

- Enhanced communication and collaboration between the Sector Navigator and the Deputy Sector Navigators.
- Collection and consolidation of region by region “best of the best” nodes in the CCC network.
- Public facing tools to help students and faculty navigate curriculum offerings at the CCC to best prepare for entering the job market.
- Specialized search and reporting for ICT-DM focusing on the momentum points and leading indicators identified by the initiative.
- Keeping the Sector Navigator and Deputy Sector Navigators focused on doing what matters and what is most effective to address momentum points and leading indicators.

Project Objective

The primary objective of this project is to provide an infrastructure that is effective, easy to use, and flexible enough for the ICT-DM team to bring best practices throughout the CCC system and successfully and efficiently address the objectives of the initiative.

Site Target Audience

Internal - ICT-DM Sector Navigator and Deputy Sector Navigators.

Public - Target audience includes the above as well as students, community college faculty and administration, industry and employers, Secondary/ROP ICT-DM educators and workforce partners.



Project Definition

This section will delineate all the relevant information pertaining to this project.

Project Management

All successful projects have defined personnel in responsible roles. This project will have the following individuals as project managers:

ICT-Digital Media's Project Manager:

Steven Wright – ICT-DM Sector Navigator

ListenToSee, Inc.'s Project Manager:

Scott Young - President

Project Profile

This section will give a detailed description of the components being implemented, the configuration, customizations, and graphic requirements in the project.

Digital Certificate Resume (Online Application)

This application will represent the culmination of the ICT-DM Sector's efforts over the past year to define informal learning paths, using existing California Community College curriculum that will prepare students for specific employer needs so they can focus on obtaining skills needed to more readily enter the job market.

Key features of this web based application will be:

- Learning path listings
- Curriculum availability at each CCC location
- Student profiles that allow students to track their completion progress through their chosen path.
- Ability for a Student to print or create a digital resume that contains a definition of their learning path and lists their completed courses. This can then be used to target specific employers.
- API for interfacing with Mozilla's Open Badge initiative so students can generate a "Digital Badge" for their completed pathway.



- Extensive searching and reporting capabilities.
- Scalable infrastructure for future and rapid growth if needed.

Conference Support

The ICT-Digital Media sector sponsors professional development and public facing conferences throughout the year to promote its initiatives and educate faculty and the public on the need for digital literacy and the Community College System's unique ability to deliver those skills.

ListenToSee will provide conference support services for each conference to include:

- Web Site
- Promotional material design
- Registration (payment processing if needed)
- Email communication services
- Pre and post conference survey
- Post conference support to provide presentation materials for on-line access.

Video Editing Post Production

We will provide video editing post production services to support the internal and external marketing, training and communication needs for the ICT-DM Sector conferences. This will include:

- Standard post production editing services,
- Animated info graphics, and special effects
- Graphic design
- Audio engineering

ICT-DM Hosting and Content Services



ListenToSee, Inc. offers fully managed hosting services for our customer's web applications. Features of a fully managed hosting package include:

- Unlimited server resources
- 24/7 Service monitoring. In many instances we identify and correct problems before you are aware of them.
- Continual server and web application software updates. We insure that all your base applications and plug-ins are up to date and functional.
- Regular web site and data backups and archiving.
- Optional access to CDN (Content Distribution Network) deployment. CDN deployment distributes your web site across a worldwide network of data centers/servers to provide redundant and rapid access from anywhere in the world. CDN deployment also provides an additional layer of security to help prevent hacker intrusion.

Content support services include:

- Editing and posting of material received from Sector Navigator and Deputy Sector Navigators.
- Moderation of site forums
- Newsletter preparation and sending
- General content support activity such as survey preparation, ad-hock content as needed to support ICT-DM sector activities.



Rancho Santiago Community College District's Investment

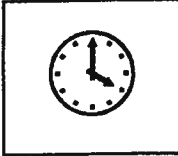


This is a fixed bid project. ListenToSee makes every attempt to be as accurate and professional as possible in the bidding process. Should the scope or requirements of this project change, whether by customer request or by items uncovered by ListenToSee, ListenToSee will issue a request for a change order which must be approved by customer before proceeding.

Task	Amount
Portal development, hosting maintenance, support and other services.	\$7,900.00
Digital Certificate Resume Online Application.	\$20,000.00
Professional Development Conference support services (see conference support section for details) (\$6,000/Conference) (Estimate of 2 conferences)	\$12,000.00
Total Cost	\$39,900.00



Preliminary Project Schedule



This section proposes a project schedule. This schedule is preliminary and will most likely be adjusted for actual dates before or after the project is approved.

Sign Letter of Engagement

Customer will sign a letter of engagement and include the project deposit payment by **August 22, 2014**.

Commence work on project

Work on the project will commence on **August 22, 2014**

Project Duration

Activities outlined in this document will be accomplished during the fiscal year

August 22, 2014 – June 30, 2015

NOTE: Delays in getting content or approvals will cause these proposed dates to be extended by the length of the delay.



Appendix A – About ListenToSee, Inc.



As a full-service business consulting firm, ListenToSee is dedicated to helping clients “fast-forward” to achieving their goals and building effective organizations. To accomplish this, ListenToSee works closely with its clients to identify their core strengths and market opportunities, and creates strategies that maximize these strengths and opportunities so companies can expand their presence both locally and abroad, increase profits, and remain competitive. Additionally, as the business environment becomes more virtual, ListenToSee helps organizations implement the appropriate technology so they are able to conduct business and support customers in multiple time zones and on a worldwide scale.

Strategic Planning and Coaching

Just as athletic coaches provide guidance and counsel to their players, as a business coach ListenToSee provides guidance and counsel to its clients, offering suggestions as to the best technologies, tools, and resources that will most effectively help them achieve their objectives.

ListenToSee has the technological expertise and experience to help your business succeed in any economic climate. From website development, community-based portals, web or server-based applications, and graphic design, to comprehensive online corporate or general public learning systems and comprehensive marketing strategies, ListenToSee has the ability to develop large multi-platform or cloud-based applications for organizations of any scope and size.

We believe that “if you are not measuring your efforts you will never know if they are effective.” We work with our clients to develop measurement metrics and implement tools that gauge the effectiveness of any strategic plan. Only by tracking and measuring these results will you be able to determine if one of more of these programs is positively affecting your business’ bottom line.

System Integration and Application Development

ListenToSee employs a teams of programmers who have experience developing applications for web, cloud based and mobile platforms. We also integrate ecommerce solutions with back office business applications, which helps clients conduct business more efficiently and reduces the cost of providing service to their customers.

While good programmers are the creative builders behind successful software programs, business analysts are the architects behind the solution. Our team of business analysts has worked with Fortune™ 500 companies and sole proprietorships. We start by analyzing a company's needs and then design solutions to fit their specific need and budget. Many times our analysts have found that an off-the-shelf program would fit better than one that is customized, which has saved our customers thousands of dollars and countless hours of designing, creating, and maintaining their own custom software solutions.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To:	Board of Trustees	Date: August 18, 2014
Re:	Appointment of RSCCD Community Representative to the Orange County Community Colleges Legislative Task Force (OCCCLTF)	
Action:	Request for Action	

BACKGROUND

The Orange County Community Colleges Legislative Task Force (OCCCLTF) is comprised of representatives from the four Orange County community college districts who work together to find unity on issues and inform, educate and influence legislators about the issues. Each district is represented on the task force by its: Chancellor, Trustee, Public Affairs Director and Community Representative.

ANALYSIS

The OCCCLTF will convene its 2014-2015 year in September 2014 and the district would be better served if a community representative were appointed prior to the September meeting. Max Madrid, a member of the Measure Q Citizens Bond Oversight Committee and supporter of the district, has expressed an interest in serving on the OCCCLTF as the RSCCD community representative.

RECOMMENDATION

It is recommended that the Board of Trustees appoint Max Madrid to serve as the RSCCD community representative on the Orange County Community Colleges Legislative Task Force for 2014-2015.

Fiscal Impact:	None	Board Date:	August 18, 2014
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor		
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Chancellor's Office)

To:	Board of Trustees	Date: August 18, 2014
Re:	Approval of the Extension of an Ad Hoc Board Safety & Security Committee	
Action:	Request for Action	

BACKGROUND

At its March 11, 2013 meeting, the Board approved the formation of an Ad Hoc Safety & Security Committee to review issues related to the safety and security of district students, personnel, and facilities for a trial period of nine (9) months.

ANALYSIS

Per **Board Policy 2220 Committees of the Board**, a standing or ad hoc committee of the Board of Trustees "may be limited and/or created as deemed necessary by a majority of the Board." Rather than create a full standing committee, the administration believes that it would be prudent to begin with an ad hoc structure to determine if there are really a sufficient number of issues to warrant status as a standing committee. The suggested duration would be a trial period of nine (9) months with a reassessment of the necessity of this committee at the end of that period of time.

In accordance with Board Policy, a reassessment of the necessity of the committee has resulted in the determination that the Board may have additional input on this subject and an extension of the committee formation timeframe is required.

RECOMMENDATION

The administration recommends an extension of the formation of an Ad Hoc Safety & Security Committee of the Board of Trustees through June 30, 2015.

Fiscal Impact:	None	Board Date: August 18, 2014
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor	
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
August 18, 2014

MANAGEMENT

Interim to Permanent

Carrera, Cheryl
Interim Dean, Science, Math &
Health Sciences Division
Santa Ana College

Effective: August 1, 2014
Salary Placement: B-3 \$132,509.94/Year

Step Increase

Abejar, Esmeralda
Campus Budget Manager
Administrative Services
Santa Ana College

Effective: July 1, 2014
From: H-1 \$78,533.16/Year
To: H-2 \$82,464.18/Year

FACULTY

FARSCCD Contract &/or Overload Stipends/Attachment #1

Adjusted FARSCCD Athletic Coaching Assignment/Stipend

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

Effective: July 1, 2014
From: \$1,750.00/Year
To: \$1,250.00/Year

Hiring of Temporary Long-term Substitutes per E.C. 87481 and 87482

Cuellar, Estela
Instructor/Coordinator, Business Skills
Orange Education Center
Continuing Education Division
Santiago Canyon College

Effective: August 18, 2014 – December 20, 2014
Hourly Lecture/Coordinator Rate: I-3, \$43.51/35.40

Harris, Bryan
Instructor, Kinesiology/Head Coach, Baseball
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 18, 2014 – June 6, 2015
Hourly Placement: II-5, \$62.08
Stipend: \$1,750.00/Year

FACULTY (CONT'D)

Hiring of Temporary Long-term Substitutes per E.C. 87481 and 87482 (cont'd)

Soto, Maria Effective: August 18, 2014 – June 6, 2015
Instructor, Clinical Nursing Hourly Placement: I-3, \$45.58
Science, Mathematics & Health
Sciences Division
Santa Ana College

Final Salary Placements

Malone, Charlie Effective: August 18, 2014
Assistant Professor, American Final Salary Placement: V-11 \$85,193.32/Year
Sign Language
Humanities & Social Sciences Division
Santiago Canyon College

McCallick, Mark Effective: August 18, 2014
Assistant Professor, Accounting Final Salary Placement: IV-11 \$82,556.87/Year
Business Division
Santa Ana College

Nguyen, Thu Effective: July 31, 2014
Assistant Professor/Counselor Final Salary Placement: III-11 \$87,667.95 /Year
Counseling Division
Santa Ana College

2014/2015 FARSCCD Contract Step Increases

Aguilar-Beltran, Maria Effective: July 31, 2014
Associate Professor/Coordinator From: V-11 \$85,193.32/Year
DSPS/Student Services To: V-12 \$96,169.99/Year
Santa Ana College

Robledo, Joanna Effective: July 31, 2014
Professor/Counselor From: VI-11 \$96,360.80/Year
Counseling Division To: VI-12 \$99,067.01/Year
Santa Ana College

Cahill, Mary Effective: August 19, 2014
Teacher From: SAC Early Childhood Education Center
Child Development Services To: CEC Child Development Center
District Office

FACULTY (CONT'D)

Leaves of Absence

Macdonald, Juli Effective: August 18, 2014 – December 13, 2014
Professor, Kinesiology Reason: Banked Leave
Kinesiology, Health & Athletics Division
Santa Ana College

Nichols, Bruce Effective: August 18, 2014 – December 13, 2014
Professor, Computer Information Systems/ Reason: Banked Leave
Computer Science
Business Division
Santa Ana College

Ratification of Resignation/Retirements

Crabb, Patrick Effective: December 13, 2014
Professor, Art Reason: Retirement
Fine & Performing Arts Division
Santa Ana College

Horgan, Linda Effective: August 17, 2014
Associate Professor, Nursing Reason: Resignation
Science, Mathematics & Health
Sciences Division
Santa Ana College

MacBride-Hart, Christy Effective: June 6, 2015
Professor, Mathematics Reason: Retirement
Science, Mathematics & Health
Sciences Division
Santa Ana College

Martin, Ronald Effective: June 6, 2015
Professor, History Reason: Retirement
Humanities & Social Sciences Division
Santa Ana College

Popal, Mohammad Effective: August 18, 2014
Assistant Professor, History Reason: Resignation (#AC14-0351)
Humanities & Social Sciences Division (Withdrew Acceptance of Offer)
Santa Ana College

FACULTY (CONT'D)

Part-time Stipend

Parra, Susan
Assistant Softball Coach
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: June 30, 2014 – August 10, 2014
Stipend Amount: \$1,000.00
Reason: Coaching

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

Minjares, Linda
Instructor, Fashion Design & Merchandising
Human Services & Technology Division
Santa Ana College

Effective: August 18, 2014
From: I-3 \$53.63/\$45.58
To: II-3 \$56.31/\$47.86

Part-time Hourly New Hires/Rehires

Allington, Robin O.
Instructor, Management/GBE
Business Division
Santa Ana College

Effective: August 18, 2014
Hourly Lecture Rate: III-3 \$59.12

Barbre, Jean
Instructor, Human Development
Business & Career Technical Education Division
Santiago Canyon College

Effective: August 18, 2014
Hourly Lecture Rate: III-3 \$59.12

Boyd, Michael
Instructor, Fire Technology/EMT
Human Services & Technology Division
Santa Ana College

Effective: August 13, 2014
Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.58

Clatterbuck, Shelby C.
Instructor, Human Development
Business & Career Technical Education Division
Santiago Canyon College

Effective: August 18, 2014
Hourly Lecture Rate: III-3 \$59.12

Deon, Letitia E.
Instructor, High School Subjects/Reading/Writing
Continuing Education Division (CEC)
Santa Ana College

Effective: August 19, 2014
Hourly Lecture Rate: II-2 \$43.51

Domke, Kirk Lewis
Instructor, Earth Science/Geology
Science, Math & Health Sciences Division
Santa Ana College

Effective: August 18, 2014
Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26

FACULTY (CONT'D)

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

Duong, Christina
Health Educator
Student Services/Health & Wellness Division
Santa Ana College

Effective: July 17, 2014
Hourly Non-Instructional Rate: II-3 \$28.16

Dutz, Kay
Instructor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 18, 2014
Hourly Lecture/Lab Rates: III-4 \$61.12/\$52.77

Fenton, Jamie M.
Instructor, Psychology
Humanities & Social Sciences Division
Santa Ana College

Effective: August 18, 2014
Hourly Lecture Rate: III-3 \$59.12

Franklin, Anya
Instructor, Library Technology
Fine & Performing Arts Division
Santa Ana College

Effective: August 18, 2014
Hourly Lecture Rate: II-3 \$56.31

Gutierrez, Claudia F
Instructor, Mathematics
Science, Mathematics and
Health Sciences Division
Santa Ana College

Effective: August 18, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Herrera-Gil, Diane
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 18, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Ho, Huong X
Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: August 25, 2014
Hourly Lab Rate: II-3 \$47.86

Hoekstra, Thomas
Instructor, Accounting
Business Division
Santa Ana College

Effective: August 18, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

FACULTY (CONT'D)

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

Hsiao, John
Instructor, English
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: August 18, 2014
Hourly Lecture Rate: II-3 \$56.31

Kim, Hilda
Instructor, Occupational Therapy Assistant
Human Services & Technology Division
Santa Ana College

Effective: August 18, 2014
Hourly Lecture/Lab Rates: II-3 \$56.13/\$47.86

Lee, Sophia
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: August 18, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Lewis, Waymon Wayne
Instructor, ESL
Continuing Education Division (CEC)
Santa Ana College

Effective: August 18, 2014
Hourly Lecture Rate: II-2 \$43.51

Luevano, Ryan M
Instructor, Music
Fine & Performing Arts Division
Santa Ana College

Effective: February 02, 2015
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Nearhoff, Sean
Instructor, Accounting
Business & Career Technical Education Division
Santiago Canyon College

Effective: August 18, 2014
Hourly Lecture Rate: II-3 \$56.31

Pineda_Maribel
Counselor, EOPS
Student Services/EOPS Division
Santa Ana College

Effective: August 19, 2014
Hourly Rate: II-3 \$47.86

Putros, Danial N
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College

Effective: July 22, 2014
Hourly Lecture Rate: I-2 \$42.47

Ramirez, Leslie
Instructor, Human Development
Human Services & Technology Division
Santa Ana College

Effective: August 18, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

FACULTY (CONT'D)

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

Ravaghi, Nooshafarin Instructor, ESL/IEP Continuing Education Division (OEC) Santiago Canyon College	Effective: August 4, 2014 Hourly Lecture Rate: II-2 \$43.51
Rodriguez, Albert Instructor, Philosophy Humanities & Social Sciences Division Santa Ana College	Effective: August 18, 2014 Hourly Lecture Rate: III-3 \$59.12
Salyer, Kimberly Instructor, Communications Studies Fine & Performing Arts Division Santa Ana College	Effective: August 18, 2014 Hourly Lecture Rate: III-3 \$59.12
Stone, Leslie Instructor, Art Fine & Performing Arts Division Santa Ana College	Effective: August 18, 2014 Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86
Supat, Wihok Instructor, Computer Science Business Division Santa Ana College	Effective: August 18, 2014 Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26
Trac, Amy Instructor, Mathematics Science, Math & Health Sciences Division Santa Ana College	Effective: August 18, 2014 Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26
Warren, Douglas Instructor, Fire Technology/EMT Human Services & Technology Division Santa Ana College	Effective: August 9, 2014 Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.38
Wen, Edward Z. Instructor, Chemistry Mathematics and Sciences Division Santiago Canyon College	Effective: August 18, 2014 Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26
Werner, Loree Instructor, High School Subjects/Bridge Continuing Education Division (OEC) Santiago Canyon College	Effective: August 19, 2014 Hourly Lecture Rate: I-2 \$42.47

FACULTY (CONT'D)

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

Young, Felicia
Health Services Physician
Student Services/Health & Wellness Division
Santiago Canyon College

Effective: July 28, 2014
Hourly Rate: \$70.00

Non-paid Instructors of Record

McArron, Paul
Instructor, Apprenticeship/Carpentry
Business & Career Technical Education Division
Santiago Canyon College

Effective: August 4, 2014

Non-paid Internship Service

Bonds, Jr., Jeffery
Counseling Intern
Counseling, Student & Support
Services Division
Santiago Canyon College

Effective: August 19, 2014 – December 19, 2014
College Affiliation: National University
Discipline: Counseling

Gutierrez, Brenda
Family Services Intern
Child Development Services
District Office

Effective: August 25, 2014 – June 15, 2015
College Affiliation: CSU, Fullerton
Discipline: Social Work

Morones, Griselda
Talent Search Intern
Student Affairs Division
Santa Ana College

Effective: September 9, 2014 – June 5, 2015
College Affiliation: CSU, Fullerton
Discipline: Human Services

Vidrios, Mayra
Counseling Intern
Counseling Division
Santa Ana College

Effective: August 19, 2014 – June 30, 2015
College Affiliation: CS, Long Beach
Discipline: Counseling

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
FARSCCD CONTRACT AND/OR OVERLOAD STIPENDS

ATTACHMENT #1

NAME	COLLEGE/ SITE	EFFECTIVE DATE	STIPEND AMOUNT	REASON FOR STIPEND
Babayan, Diana	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Brooks, Debra	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Castellanos, Mary	SAC	7/31/14	\$500.00	Coordinator, ULINK
Fajardo, Lourdes	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Geissler, Joseph	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Ghelfi, Gerald	SAC	8/20/13	\$1,000.00	Staff Development, UCI Mentor Project
Leeds, Kelvin	SAC	8/20/13	\$1,500.00	Staff Development, UCI Mentor Project
Lennertz, William	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Lopez, Jorge	SAC	8/20/13	\$1,000.00	Staff Development, UCI Mentor Project
Martino, Danielle	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
McClure, Caren	SAC	8/25/14	\$500.00	Staff Development, Center for Teacher Education
Morris, Aaron Kimo	SAC	8/20/13	\$1,000.00	Staff Development, UCI Mentor Project
Murphy, Tim	SAC	8/20/13	\$1,000.00	Staff Development, UCI Mentor Project
Parolise, Michelle	SAC	8/18/14	\$1,000.00	Coordinator, Occupational Therapy Asst. Program
Pimentel, Marcelo	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Ross, Kristina	SAC	7/1/14	\$1,000.00	Coordinator, Fire Technology (Fitness/Wellness)
Salgado, Susana	SAC	7/31/14	\$1,000.00	Coordinator, Psychological Disabilities
Sanabria, Reina	SAC	7/31/14	\$1,000.00	Coordinator, Puente Program
Scott, Randy	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Shaffer, Catherine	SAC	7/31/14	\$1,000.00	Coordinator, MESA Program
Sill, Kenneth	SAC	8/20/13	\$1,000.00	Staff Development, UCI Mentor Project
Smith, Mark	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Swift, Cynthia	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Taylor, Michael	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Umali Kopp, Christine	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Vargas, Martha	SAC	7/31/14	\$1,000.00	Coordinator, University Transfer Center
Wann, Teresa	SAC	7/1/14	\$1,000.00	Coordinator, Fire Technology (Fitness/Wellness)
Womack, Melinda	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment
Wright, Kelley	SCC	6/13/14	\$100.00	Staff Development, Institutional Effectiveness/Assessment

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
AUGUST 18, 2014**

CLASSIFIED

Miscellaneous Pay Schedule

Attachment #1

New Appointment

Frausto Aguado, Erica
Business Services Coordinator
(CL14-0526) Corporate Training Inst./
District

Effective: August 4, 2014
Grade 13, Step 1 \$47,831.46

Hann, Brandon
Technical Specialist I (CL14-0536)
ITS/ District

Effective: August 4, 2014
Grade 13, Step 1 \$47,831.46

Lozano, Erick
Technical Specialist I (CL14-0536)
ITS/ District

Effective: July 22, 2014
Grade 13, Step 1 \$47,831.46

Rivera, Frank
Student Services Specialist (CL14-0498)
Counseling/ SCC

Effective: July 7, 2014
Grade 10, Step 1 + 2.5%Bil \$42,371.27

Tran, Philip
Alternate Media Specialist (CL14-0542)
DSPA/ SCC

Effective: June 18, 2014
Grade 13, Step 1 \$47,831.46

Correct Campus Assignment

Professional Growth Increments

Banderas, Justin
Library Technician/ Library/ SCC

Effective: September 1, 2014
Grade 9, Step 6 + 2.5%L + 3PG (1500)
\$53,319.71

Lee, Tony
Technical Specialist III/ ITS

Effective: September 1, 2014
Grade 17, Step 6 + 7.5%L + 3PG (1500)
\$83,676.49

Serratos, Brenda
Accountant/ Admin. Services/ SAC

Effective: September 1, 2014
Grade 13, Step 6 + 2.5%L + 7PG(3500)
\$66,119.71

Out of Class Assignment

Ediss, Michael
Skilled Maintenance Worker/ Admin.
Services/ SAC
Effective: 07/01/14 – 09/30/14
Grade 11, Step 3 + 7PG (3500)
\$51,095.09

McAdam, Justin
Gardener/Utility Worker/ Admin. Services/
SAC
Effective: 07/01/14 – 09/30/14
Grade 8, Step 4 \$43,999.97

Packard, Roxanne
Information Systems Specialist/ Auxiliary
Services/ SAC
Effective: 07/07/14 – 08/22/14
Grade 11, Step 3 \$47,595.09

Palomares, Maria
Sr. Custodian/ Admin. Services/ SAC
Effective: 07/01/14 – 09/30/14
Grade 7, Step 5 \$44,410.49

Stowell, Ray
Dist. Safety & Security Supervisor/ SAC
Supervisory
Effective: 07/17/14 – 10/31/14
Grade M, Step 1 \$60,632.13

Torres, Jetzamina
Dir. Special Programs/ DMC/District
Supervisory
Effective: 07/01/14 – 06/30/15
Grade H, Step 1 \$78,533.16

Change in Position

DeMaria, Steven
District Safety Officer
From: SAC/SW To: SCC/SW
Effective: 07/01/14
Grade 9, Step 2 + 5% L + 5%SW
\$55,611.39

Guzman, Noemi
From: Accountant/ Fiscal Services
To: Senior Accountant (CL14-0495)
Facility Planning/ District
Effective: August 12, 2014
Grade 15, Step 4 \$61,614.88

Knorr, David
District Safety Officer
From: SCC/SW To: SCC/Day
Effective: 07/01/14
Grade 9, Step 6 + 2.5%L \$51,819.71

Lordanich, Joseph
District Safety Officer
From: CEC/Day To: SAC/Day
Effective: 07/01/14
Grade 9, Step 2 \$41,549.30

Change in Position cont'd

Martinez, Phillip District Safety Officer From: SCC/SW To: CEC/Day	Effective: 07/01/14 Grade 9, Step 6 \$50,555.81
Ortega, Richard District Safety Officer From: SAC/GY To: SCC/SW	Effective: 07/01/14 Grade 9, Step 6 + 5%L + 5%SW \$55,611.39
Quinonez Tapia, Edgar District Safety Officer From: SAC/Day To: SAC/SW	Effective: 07/01/14 Grade 9, Step 2 + 5%SW \$43,626.77
Rabiola, Anthony District Safety Officer From: SCC/ Day To: SAC/SW	Effective: 07/01/14 Grade 9, Step 3 + 5% SW \$45,834.23
Urbina, Thomas District Safety Officer From: SAC/SW To: SAC/GY	Effective: 07/01/14 Grade 9, Step 3 + 7.5%GY \$46,925.52

Leave of Absence

Bailey, Debra Intermediate Clerk/ Health Center/ SAC	Effective: 08/11/14 – 08/15/14 12/15/14 – 12/19/14 02/02/15 – 02/06/15 06/08/15 – 06/12/15 Reason: Unpaid Status/ 11 Month Contract
Ceniceros, Carmella Admissions & Records Spec I/ School of Continuing Education/SAC	Effective: 07/01/14 – 06/30/15 Reason: FMLA – Intermittent
Jaimes, Erica Sr. Clerk/ Admin. Services/ SCC	Effective: 08/11/14 – 10/19/14 Reason: Maternity Leave
Krzeminski, Ian Sr. Clerk/ DSPS/ SAC	Effective: 09/15/14 – 10/10/14 Reason: Unpaid Status/ 11 Month Contract

Ratification of Resignation/Retirement

Hanley, Marva Accountant/ Fiscal Services/ District	Effective: October 10, 2014 Reason: Retirement
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Ratification of Resignation/Retirement cont'd

Walczak, Katharine Instructional Center Specialist/ Student Services/ SAC <i>Correct Title</i>	Effective: August 17, 2014 Reason: Resignation
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CLASSIFIED HOURLY

New Appointment

Lopez, Saul Instructional Assistant (CL14-0541) Math & Science/ SCC	Effective: August 21, 2014 Up to 19 Hours/Week School Session Grade 5, Step A \$ 16.21/Hour
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Temporary to Hourly On Going

Corona, Jose Student Program Specialist (CL14-0537) Scholarship/ SAC	Effective: July 7, 2014 19 Hours/Week 12 Month/Year Grade 10, Step A \$19.81/Hour
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Nguyen, Jay Admissions & Records Specialist I (CL14-0543) Admissions/ SCC	Effective: July 22, 2014 19 Hours/Week 12 Month/Year Grade 6, Step A \$16.79/Hour
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Professional Growth Increment

Linares, Maria Instructional Assistant/ School of Continuing Education/SAC	Effective: September 1, 2014 Up to 19 Hours/Week School Session Grade 5, Step A + 5%L + 7PG (1750) \$17.02/Hour + \$145.83/Mo. PG
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Osea, Mark Learning Facilitator/ Science & Math/ SCC	Effective: September 1, 2014 Up to 19 Hours/ Week School Session Grade 8, Step A + 1PG (250) \$18.17/Hour + \$20.83/Mo. PG
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Change of Assignment

Counts, Christopher District Safety Officer From: OEC To: CEC/Godinez HS	Effective: 07/01/14 Up to 19 Hours/Week School Session Grade 9, Step A \$18.94/Hour
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Leave of Absence cont'd

Leung, Sharon Intermediate Clerk/ School of Continuing Education/SAC	Effective: 08/11/14 – 08/15/14 12/01/14 – 12/05/14 02/16/15 – 02/20/15 04/06/15 – 04/10/15 Reason: Unpaid Status/ 11 Month Contract
Lomeli, Elizabeth Student Services Specialist/ Student Affairs/ SAC	Effective: 07/01/14 – 07/31/14 08/01/14 – 08/31/14 Reason: Unpaid Status/ 10 Month Contract
Magallon, Sandra Counseling Assistant/ School of Continuing Education/SAC	Effective: 08/11/14 – 08/15/14 01/05/15 – 01/09/15 06/15/15 – 06/26/15 Reason: Unpaid Status/ 11 Month Contract
Quinlan, Liliana Intermediate Clerk/ Financial Aid/ SAC	Effective: 06/23/14 – 09/26/14 Reason: Maternity Leave
Shah, Sumitra Learning Assistant/ Math & Science/ SCC	Effective: 08/18/14 – 08/22/14 06/08/15 – 06/26/15 Reason: Unpaid Status/ 11 Month Contract

Ratification of Resignation/Retirement

Bath, Navanjot Instructional Assistant/ Science & Math/ SCC	Effective: June 5, 2014 Reason: Resignation <i>Corrected Date</i>
Bradford, Monica General Office Clerk/ Human Services & Tech./ SAC	Effective: July 30, 2014 Reason: Resignation
Herrera Gil, Diana Instructional Assistant/ Math & Science/ SCC	Effective: August 18, 2014 Reason: Resignation
Johnson, Rondi Career Technician/ Counseling/ SAC	Effective: June 30, 2014 Reason: Resignation
Morphew, Linda Career Tech/ Counseling/ SAC	Effective: June 30, 2014 Reason: Resignation

TEMPORARY ASSIGNMENT cont'd

Fortney, Daren
Fine & Performing Arts Tech/ Fine &
Performing Arts/ SAC
Effective: 08/25/14 – 06/30/15

Law, Douglas
Accompanist/ Fine & Performing Arts/
SCC
Effective: 08/25/14 – 12/14/14
02/09/15 – 06/04/15

Moshier, Alicia
Assistant Athletic Trainer/Therapist/
Kinesiology/ SAC
Effective: 09/05/14 – 12/19/14

Nezda, Stacey
Costume Tech./ Fine & Performing Arts/
SAC
Effective: 08/25/14 – 06/30/15

Nickerson, Aimee
Instructional Assistant/ Math & Science/
SCC
Effective: 08/25/14 – 12/14/14
02/09/15 – 06/07/15

Sweeney, Toshie
Special Projects Specialist/ Counseling/
SCC
Effective: 05/30/15 – 06/05/15

Truong, Lam
Instructional Assistant/ Science & Math/
SAC
Effective: 08/25/14 – 12/15/14
02/09/15 – 06/07/15

Woodworth, Lucas
Instructional Assistant/ Science & Math/
SAC
Effective: 08/25/14 – 12/15/14
02/09/15 – 06/07/15

Additional Hours for On Going Assignment

Avila, Edgar
District Safety Officer/ District
Effective: 07/01/14 -06/30/15
Not to exceed 19 consecutive days in any
given period.

Cabrera, Juan
Instructional Assistant/ Counseling/ SAC
Effective: 08/04/14 – 08/14/14
Not to exceed 19 consecutive days in any
given period.

Additional Hours for On Going Assignment cont'd

Champion, Michael Instructional Assistant/ Math & Science/ SCC	Effective: 08/25/14 – 12/12/14 Not to exceed 19 consecutive days in any given period.
Clayton, Joe District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Counts, Christopher District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Delgado, Juan District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Escobar, David District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Esparza, Wendy Student Program Specialist/ School of Continuing Education/SAC	Effective: 07/22/14 – 08/07/14 Not to exceed 19 consecutive days in any given period.
Gonzales, Freddie District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Gonzalez, Jaime District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Greenhalgh, Scott District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Harris, Courtney District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Martes, David District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.

Additional Hours for On Going Assignment cont'd

Montanez, Jesse
District Safety Officer/ District
Effective: 07/01/14 – 06/30/15
Not to exceed 19 consecutive days in any
given period.

Nguyen, Diem Nancy
Transfer Center Specialist/ Counseling/
SAC
Effective: 07/01/14 – 06/30/15
Not to exceed 19 consecutive days in any
given period.

Osea, Mark
Instructional Assistant/ Math & Science/
SCC
Effective: 08/25/14 – 12/12/14
Not to exceed 19 consecutive days in any
given period.

Romero Bravo, Guadalupe
Instructional Assistant/ Science & Math/
SAC
Effective: 08/25/14 – 12/15/14
02/09/15 – 06/07/15
Not to exceed 19 consecutive days in any
given period.

Sanchez, Marisol
Senior Clerk/ Student Services/ SAC
Effective: 07/01/14 – 06/30/15
Not to exceed 19 consecutive days in any
given period.

Velasquez, Patricia
District Safety Officer/ District
Effective: 07/01/14 – 06/30/15
Not to exceed 19 consecutive days in any
given period.

Weiss, Scott
Video Tech./ Fine & Performing Arts/ SAC
Effective: 06/09/14 – 06/30/14
07/01/14 – 08/24/14
Not to exceed 19 consecutive days in any
given period.

Zambrano, Adalberto
Instructional Assistant/ Counseling/ SAC
Effective: 08/04/14 – 08/14/14
08/25/14 – 12/12/14
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments

Attanasio, Alexandria
Financial Aid tech./ Student Services/ SCC
Effective: 08/02/14 – 09/01/14

Substitute Assignments cont'd

Avila, Edgar District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Blancas, Crystal Custodian/ Admin. Services/ SAC	Effective: 07/07/14 – 09/30/14
Clayton, Joe District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Counts, Christopher District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Delgado, Juan District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Escobar, David District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Flores, Kevin Custodian/ Admin. Services/ SCC	Effective: 07/01/14 – 06/30/15
Furlong Diaz, Linda Instructional Assistant/ School of Continuing Education/SAC	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Garcia, Celia Custodian/ Admin. Services/ SAC	Effective: 07/07/14 – 09/30/14
Godoy, Giovanni Custodian/ Admin. Services/ SAC	Effective: 07/07/14 – 09/30/14
Gonzales, Freddie District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Gonzalez, Jaime District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.

Substitute Assignments cont'd

Gonzalez, Jose Custodian/ Admin. Services/ SAC	Effective: 07/07/14 – 09/30/14
Greenhalgh, Scott District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Harris, Courtney District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Hernandez, Blanca Custodian/ Admin. Services/ SAC	Effective: 07/07/14 – 09/30/14
Hernandez, Luis Custodian/ Admin. Services/ SCC	Effective: 07/01/14 – 06/30/15
Leon, Marissa General Office Clerk/ Humanities & Social Science/ SAC	Effective: 08/25/14 – 06/07/15
Martes, David District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Montanez, Jesse District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.
Nguyen, Giang Skilled Maintenance Worker/ Admin. Services/ SCC	Effective: 07/01/14 – 06/30/15
Palencia, Debora Instructional Assistant/ Science & Math/ SAC	Effective: 08/19/14 – 10/31/14
Panotes, Joel Custodian/ Admin. Services/ SAC	Effective: 07/07/14 – 09/30/14
Pech, Manuel Custodian/ Admin. Services/ SAC	Effective: 07/07/14 – 09/30/14

Substitute Assignments cont'd

Ramos Soto, Maria Christie Custodian/ Admin. Services/ SAC	Effective: 07/01/14 – 06/30/15
Rodriguez, Edwing Custodian/ Admin. Services/ SCC	Effective: 07/01/14 – 06/30/15
Ruesga, Elias Custodian/ Admin. Services/ SCC	Effective: 07/01/14 – 06/30/15
Sanchez, Martha Custodian/ Admin. Services/ SAC	Effective: 07/07/14 – 09/30/14
Sanchez, Monica Intermediate Clerk/ Student Development/ SCC	Effective: 07/28/14 – 12/31/14
Torres De Camino, Maria Teresa Custodian/ Admin. Services/ SAC	Effective: 07/21/14 – 06/30/15
Vasquez, Alexis Student Services Specialist/ Student Services/SCC	Effective: 07/01/14 – 06/30/15
Vazquez Cordova, San Juana Custodian/ Admin. Services/ SAC	Effective: 07/07/14 – 09/30/14
Vela Saavedra, Mario Custodian/ Admin. Services/ SAC	Effective: 07/07/14 – 09/30/14
Velasquez, Patricia District Safety Officer/ District	Effective: 07/01/14 – 06/30/15 Not to exceed 19 consecutive days in any given period.

MISCELLANEOUS POSITIONS

Alderette, Xavier Model/ Fine & Performing Arts/ SAC	Effective: 08/25/14 – 12/12/14 02/09/15 – 04/02/15 04/13/15 – 06/05/15
Alderette, Xavier Model/ Fine & Performing Arts/ SCC	Effective: 08/25/14 – 12/14/14 02/09/15 – 04/02/15 04/13/15 – 06/04/15

MISCELLANEOUS POSITIONS cont'd

Azpeitia, Brenda Child Dev. Intern I/ Child Dev. Services/ SCC	Effective: 08/19/14 – 06/30/15
Blackwell, Jana Model/ Fine & Performing Arts/ SCC	Effective: 08/25/14 – 12/14/14 02/09/15 – 04/02/15 04/13/15 – 06/04/15
Blackwell, Jana Model/ Fine & Performing Arts/ SAC	Effective: 08/25/14 – 12/12/14 02/09/15 – 04/02/15 04/13/15 – 06/05/15
Blackwell, Pamela Model/ Fine & Performing Arts/ SAC	Effective: 08/25/14 – 12/12/14 02/09/15 – 04/02/15 04/13/15 – 06/05/15
Blackwell, Pamela Model/ Fine & Performing Arts/ SCC	Effective: 08/25/14 – 12/14/14 02/09/15 – 04/02/15 04/13/15 – 06/04/15
Calderon, Ernestina Child Dev. Intern I/ Child dev. Services/ SAC	Effective: 07/01/14 – 06/30/15
Caldwell, Vanessa Model/ Fine & Performing Arts/ SCC	Effective: 08/25/14 – 12/14/14 02/09/15 – 04/02/15 04/13/15 – 06/04/15
Canny, Heather Sign Language Interpreter IV/ DSPS/ SAC & SCC	Effective: 07/01/14 – 06/30/15
Cantwell, Kimberly Sign Language Interpreter II/ DSPS/ SCC & SAC	Effective: 07/01/14 – 06/30/15
Childs, Wendy Sign Language Interpreter II/ DSPS/ SAC & SCC	Effective: 07/01/14 – 06/30/15
Cole, John Steven Model/ Fine & Performing Arts/ SAC	Effective: 08/25/14 – 12/12/14 02/09/15 – 04/02/15 04/13/15 – 06/05/15

MISCELLANEOUS POSITIONS cont'd

Cole, John Steven Model/ Fine & Performing Arts/ SCC	Effective: 08/25/14 – 12/14/14 02/09/15 – 04/02/15 04/13/15 – 06/04/15
Coute, Jennifer Sign Language Interpreter III/ DSPS/ SAC & SCC	Effective: 07/01/14 – 06/30/15
DePetris, Gina Sign Language Interpreter II/ DSPS/ SAC & SCC	Effective: 07/01/14 – 06/30/15
Dunn, Nicole Sign Language Interpreter VII/ DSPS/ SAC & SCC	Effective: 07/01/14 – 06/30/15
Dunn, Paula Sign Language Interpreter VII/ SAC & SCC	Effective: 07/01/14 – 06/30/15
Farris, Karlene Sign Language Interpreter II/ DSPS/ SAC & SCC	Effective: 07/01/14 – 06/30/15
Griffin, Angelina Model/ Fine & Performing Arts/ SAC	Effective: 08/25/14 – 12/12/14 02/09/15 – 04/02/15 04/13/15 – 06/05/15
Griffin, Angelina Model/ Fine & Performing Arts/ SCC	Effective: 08/25/14 – 12/14/14 02/09/15 – 04/02/15 04/13/15 – 06/04/15
Hale, Katherine Model/ Fine & Performing Arts/ SCC	Effective: 08/25/14 – 12/14/14 02/09/15 – 04/02/15 04/13/15 – 06/04/15
Harari, Joel Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 08/25/14 – 06/30/15
Hawkins, Jimmy Sign Language Interpreter VII/ DSPS/ SAC & SCC	Effective: 07/01/14 – 06/30/15

MISCELLANEOUS POSITIONS cont'd

Inman Olinger, Alexandra Community Services Presenter I Student Affairs/ SAC	Effective: 07/01/14
Jarl, Peter Model/ Fine & Performing Arts/ SCC	Effective: 08/25/14 – 12/14/14 02/09/15 – 04/02/15 04/13/15 – 06/04/15
Jimenez, Ana Child Dev. Intern I/ Child Dev. Services/ SAC	Effective: 07/08/14 – 06/30/15
Johnson, Tynisha Sign Language Interpreter III/ DSPS/ SAC & SCC	Effective: 07/01/14 – 06/30/15
Lancaster, Savannah Community Services Presenter I/ Student Activities/ SAC	Effective: 07/22/14
Lemoi, Michelle Sign Language Interpreter III/ DSPS/ SAC & SCC	Effective: 07/01/14 – 06/30/15
Otterbach, Denise Sign Language Interpreter II/ DSPS/ SAC & SCC	Effective: 07/01/14 – 06/30/15
Parks, Timothy Model/ Fine & Performing Arts/ SCC	Effective: 08/25/14 – 12/14/14 02/09/15 – 04/02/15 04/13/15 – 06/04/15
Pedraza, Jessica Residential Assistant II/ Student Services/ SCC	Effective: 07/24/14 – 08/07/14
Ramos, Jonathan Stage Assistant/ Fine & Performing Arts/ SAC	Effective: 08/25/14 – 06/30/15
Ruiz, Rebecca Health Educator/ Student Services/ SCC	Effective: 08/18/14 – 06/12/15

MISCELLANEOUS POSITIONS cont'd

Salcido, Denise Effective: 07/01/14 – 06/30/15
Presenter I/ Corporate Training Institute/
District

Salcido, Denise Effective: 07/01/14 – 06/30/15
Presenter III/ Corporate Training Institute/
District

Shaw, Stephanie Effective: 08/25/14 – 12/14/14
Model/ Fine & Performing Arts/ SCC
02/09/15 – 04/02/15
04/13/15 – 06/04/15

Shiba, Lisa Effective: 07/01/14 – 06/30/15
Sign Language Interpreter IV/ DSPS/ SAC
& SCC

Shields, Cindy Effective: 07/01/14 – 06/30/15
Sign Language Interpreter IV/ DSPS/ SAC
& SCC

Taylor, Tracey Effective: 08/25/14 – 12/12/14
Model/ Fine & Performing Arts/ SAC
02/09/15 – 04/02/15
04/13/15 – 06/05/15

Taylor, Tracey Effective: 08/25/14 – 12/14/14
Model/ Fine & Performing Arts/ SCC
02/09/15 – 04/02/15
04/13/15 – 06/04/15

Taylor, Virginia Effective: 07/01/14 – 06/30/15
Sign Language Interpreter IV/ DSPS/ SAC
& SCC

Weethee Cano, Heather Effective: 07/01/14 – 06/30/15
Sign Language Interpreter II/ DSPS/ SAC
& SCC

Woodward, Wenying Effective: 08/25/14 – 12/12/14
Model/ Fine & Performing Arts/ SAC
02/09/15 – 04/02/15
04/13/15 – 06/05/15

Woodward, Wenying Effective: 08/25/14 – 12/14/14
Model/ Fine & Performing Arts/ SCC
02/09/15 – 04/02/15
04/13/15 – 06/04/15

Instructional Associates/Associate Assistants

Criminal Justice

Abdelmuti, Ashraf	Effective: 08/19/14
Cadovec, Michael	Effective: 08/19/14 mej
Chaney, Dana	Effective: 08/19/14
Fonner, Chauncey	Effective: 08/19/14
Graham, Kevin	Effective: 08/19/14
Kohler, Kurt	Effective: 08/19/14
Merz, Daniel	Effective: 08/19/14
Ruiz, Armando	Effective: 08/19/14
Van Meter, Mark	Effective: 08/19/14
Yagoda, Mario	Effective: 08/19/14

Kinesiology

Reynel, Alan	Effective: 07/28/14
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Nursing

Stahl, Tracey	Effective: 08/07/14
Zarengar, Josephine	Effective: 08/18/14

COMMUNITY SERVICE PRESENTERS

Stipends Effective June 11 – June 30, 2014

Abdul, Quayum	Amount: \$ 76.33
Blackmore, Gary	Amount: \$ 440.00
Bradley, Sabrina	Amount: \$ 295.45
Cohen, Robert	Amount: \$ 220.55
Crowley, Debra	Amount: \$ 850.00

COMMUNITY SERVICE PRESENTERS

Stipends Effective June 11 – June 30, 2014 cont'd

Depsky, Courtney	Amount: \$ 475.00
Diebolt Price, Julie	Amount: \$ 150.08
Fischer Militaru, Marianna	Amount: \$ 541.50
Haugen, Nancy	Amount: \$ 320.00
Kibbe, Joseph	Amount: \$ 540.00
Konstant, Eugene	Amount: \$ 87.98
Krusemark, LeeAnne	Amount: \$ 186.50
Lazaris, Nick	Amount: \$ 88.31
Longobart, Rick	Amount: \$ 256.65
Moran, Elaine	Amount: \$ 104.75
Nolasco, Jeffrey	Amount: \$ 270.00
Pak, Johnny	Amount: \$ 27.14
Robins, Amanda	Amount: \$ 420.00
Rounds, Michael	Amount: \$ 87.98
Sobel, Barbara	Amount: \$ 87.23
Waterman, Patricia	Amount: \$ 420.00
Wilkes, Doug	Amount: \$ 114.70
Williams, Ronald W.	Amount: \$ 639.20

Stipends Effective July 1 – July 10, 2014

Arroyo, Anabel	Amount: \$ 420.00
Baeza Pina, Jaime	Amount: \$ 250.00

Stipends Effective July 1 – July 10, 2014 cont'd

Blackmore, Gary	Amount: \$ 440.00
Cohen, Robert	Amount: \$ 84.73
Crowley, Debra	Amount: \$ 400.00
Depsky, Courtney	Amount: \$ 635.00
Dumon, Dori	Amount: \$ 140.00
Fallgatter, Tarla	Amount: \$ 76.33
Fischer Militaru, Marianna	Amount: \$ 361.00
Harris, Bryan	Amount: \$ 470.00
Jackson, Michelle	Amount: \$ 58.66
Kubicka Miller, Jared	Amount: \$ 448.00
Maldonado, Sonia	Amount: \$ 400.00
Meyer, Tara	Amount: \$ 210.00
Nolasco, Jeffrey	Amount: \$ 135.00
O-Connell, Jalon	Amount: \$ 73.70
Robins, Amanda	Amount: \$ 630.00
Rounds, Michael	Amount: \$ 146.64
Secard, Olivia	Amount: \$ 420.00
Volz, Matt	Amount: \$ 448.00

VOLUNTEERS

Amador, Alexandra
Non Student/ Student Services/ SAC

Effective: 08/19/14 – 06/30/15

VOLUNTEERS cont'd

Cooper, Barry Non Student/ Kinesiology/ SAC	Effective: 08/19/14 – 06/30/15
Cruz Lezama, Sandra Non Student/ Student Affairs/ SAC	Effective: 08/19/14 – 06/30/15
Lepe, Carolina Non Student/ Student Affairs/ SAC	Effective: 08/19/14 – 06/30/15
Nunez, Erika Non Student/ Student Affairs/ SAC	Effective: 08/19/14 – 06/30/15
Pimienta, Luis Non Student/ Kinesiology/ SAC	Effective: 08/19/14 – 06/30/15

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Bustamante, Maribel	Effective: 07/22/14-06/30/15
Chihuahua, Damarys	Effective: 07/14/14-06/30/15
Gonzalez, Eva Maria	Effective: 07/16/14-06/30/15
Guillen, Carla	Effective: 07/21/14-06/30/15
Guzman-Avila, Xochitl	Effective: 07/14/14-06/30/15
Jimenez, Eric	Effective: 07/15/14-06/30/15
Ticona, Carol Frescia	Effective: 07/14/14-06/30/15

**Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST**

Alcantar, Lizbeth	Effective Date: 07/14/14 – 06/30/15
Alcantar, Maria	Effective Date: 07/08/14 – 06/30/15
Alvarado, Ronnie	Effective Date: 07/01/14 – 06/30/15
Azpeitia, Brenda	Effective Date: 07/01/14 – 06/30/15
Bagnall, Jodi Anne	Effective Date: 07/21/14 – 06/30/15
Barnes, April	Effective Date: 07/14/14 – 06/30/15
Barrera, Brianna	Effective Date: 07/08/14 – 06/30/15
Calder, Chloe	Effective Date: 07/08/14 – 06/30/15
Camarillo, Priscilla	Effective Date: 07/01/14 – 06/30/15
Chase-In-Winter, Jonathan	Effective Date: 07/01/14 – 06/30/15
Cortes, Leslie	Effective Date: 07/14/14 – 06/30/15
Cortez, Sonia	Effective Date: 07/01/14 – 06/30/15
Cortez, Vanessa	Effective Date: 07/01/14 – 06/30/15
Diaz Chavez, Meldrid	Effective Date: 07/08/14 – 06/30/15
Figuroa, Bianca	Effective Date: 07/08/14 – 06/30/15

**Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST cont'd lucare**

Flores, Michelle	Effective Date: 07/01/14 – 06/30/15
Floyd, Erica	Effective Date: 07/08/14 – 06/30/15
Galcicia Vega, Victoria	Effective Date: 07/01/14 – 06/30/15
Garibay, Carolyn	Effective Date: 07/01/14 – 06/30/15
Gitzinger, Amanda	Effective Date: 07/08/14 – 06/30/15
Guevara Aguilar, M. Santos	Effective Date: 07/01/14 – 06/30/15
Haddadin, Anthony	Effective Date: 07/08/14 – 06/30/15
Hom, Nathaniel	Effective Date: 07/08/14 – 06/30/15
Lopez, Marysabel	Effective Date: 07/08/14 – 06/30/15
Lopez, Tiffany	Effective Date: 07/03/14 – 06/30/15
McDevitt, Cassandra	Effective Date: 07/08/14 – 06/30/15
Malani, Prateek	Effective Date: 07/08/14 – 06/30/15
Marchan, Ruben	Effective Date: 07/07/14 – 06/30/15
Martinez Sanchez, Guadalupe	Effective Date: 07/08/14 – 06/30/15
Medina, Jennifer	Effective Date: 07/01/14 – 06/30/15
Medina, Jessica	Effective Date: 07/14/14 – 06/30/15
Molina, Leslie	Effective Date: 07/08/14 – 06/30/15
Najera Adame, Rodolfo	Effective Date: 07/14/14 – 06/30/15
Nguyen, Max	Effective Date: 07/08/14 – 06/30/15
Pasco, Albert	Effective Date: 08/04/14 – 06/30/15
Pham, Kevin D.	Effective Date: 07/08/14 – 06/30/15
Pham, Kevin Q.T.	Effective Date: 07/08/14 – 06/30/15
Privitell, Alexandria	Effective Date: 07/08/14 – 06/30/15
Smith, Michael	Effective Date: 07/08/14 – 06/30/15
Thai, Linh	Effective Date: 07/08/14 – 06/30/15
Uriostigue, Rubi	Effective Date: 07/01/14 – 06/30/15
Vazquez, Ivan	Effective Date: 08/11/14 – 06/30/15
Vittetow, Joshua	Effective Date: 07/01/14 – 06/30/15
Xala, Estaban	Effective Date: 07/08/14 – 06/30/15

<i>Attachment #1</i>			
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT			
MISCELLANEOUS PAY SCHEDULE 2014 - 2015			
PROFESSIONAL EXPERTS:			
CHILD DEVELOPMENT			
Child Care Associate I		(Effect: 7/1/09)	\$10.00
Child Care Associate II		(Effect: 7/1/09)	\$12.00
Child Care Associate III		(Effect: 7/1/09)	\$15.00
Child Development Intern I		(Effect: 1/1/08)	\$9.00
Child Development Intern II		(Effect: 1/1/08)	\$10.00
Child Development Intern III		(Effect: 1/1/08)	\$11.00
Child Development Center Associate Substitute Teacher		(Effect: 1/1/08)	\$13.00
Child Development Center Substitute Teacher		(Effect: 1/1/08)	\$17.50
EdUPlay Coordinator		(Effect: 7/1/09)	\$25.00
COMMUNITY SERVICES			
Community Services Presenter I		(Effect: 1/24/00)	\$38.50
Community Services Presenter II		(Effect: 1/24/00)	\$42.00
Community Services Presenter III		(Effect: 8/27/96)	\$100/stipend unit
CONTRACT EDUCATION			
Presenter I		(Effect: 1/1/07)	\$29.50
Presenter II		(Effect: 1/1/07)	\$39.00
Presenter III		(Effect: 1/1/07)	\$52.20
Presenter IV		(Effect: 1/1/07)	\$63.00
Presenter V		(Effect: 1/1/07)	\$68.25
INSTRUCTIONAL SUPPORT			
Coaching Assistant		(Effect: 8/19/14)	\$18.00
Instructional Associate Assistant			
Exercise Science/ Fine & Perf. Arts/ Real Est.		(Effect: 1/1/07)	\$22.00
Criminal Justice/Fire Technology/Basic Skills/OTA		(Effect: 7/1/12)	\$25.00
Instructional Associate			
Exercise Science/ Fine & Perf. Arts/ Real Est.		(Effect: 1/1/07)	\$30.00
Criminal Justice/Fire Technology/Nursing		(Effect: 1/1/07)	\$35.00
Real Time Captionist I		(Effect: 8/1/10)	\$27.00
Real Time Captionist II		(Effect: 8/1/10)	\$32.00
Real Time Captionist III		(Effect: 8/1/10)	\$40.00
Sign Language Interpreter I		(Effect: 8/1/10)	\$18.00
Sign Language Interpreter II		(Effect: 8/1/10)	\$20.00
Sign Language Interpreter III		(Effect: 8/1/10)	\$25.00
Sign Language Interpreter IV		(Effect: 8/1/10)	\$30.00
Sign Language Interpreter V		(Effect: 8/1/10)	\$36.00
Sign Language Interpreter VI		(Effect: 8/1/10)	\$40.00
Sign Language Interpreter VII		(Effect: 8/1/10)	\$45.00
SMALL BUSINESS DEVELOPMENT CENTER			
Business Expert Professional		(Effect: 7/1/04)	\$40.00
Business Expert Professional II		(Effect: 04/17/07)	\$45.00
MISCELLANEOUS			
Clerical Assistant		(Effect: 7/01/14)	\$9.00
Facility Planner I		(Effect: 1/1/07)	\$75.00
Facility Planner II		(Effect: 7/1/08)	\$115.00
Health Educator		(Effect: 1/1/07)	\$23.00
Model		(Effect: 1/1/07)	\$22.00
Physician/Psychiatrist		(Effect: 1/1/07)	\$70.00
Pre-Employment Articulation Testing		(Effect: 7/1/96)	\$24.50
Scorekeeper		(Effect: 1/1/07)	\$15.00
Regional Consortia Chair		(Effect: 7/1/13)	\$68.00
Residential Assistant I		(Effect: 7/01/14)	\$9.00
Residential Assistant II		(Effect: 6/18/13)	\$10.00
Residential Assistant III		(Effect: 6/18/13)	\$12.00
Site Director I		(Effect: 7/1/12)	\$43.38
Site Director II		(Effect: 7/1/12)	\$48.63
Sports Information Assistant		(Effect: 1/1/07)	\$20.00
Stage Assistant		(Effect: 1/1/07)	\$18.00
Translator		(Effect: 1/1/07)	\$35.00
STUDENT WORKERS			
Student Assistant I		(Effect: 7/1/14)	\$9.00
Student Assistant II		(Effect: 7/1/14)	\$9.75
Student Assistant III		(Effect: 7/1/14)	\$10.50
Student Assistant IV		(Effect: 7/1/14)	\$11.25
Student Assistant V		(Effect: 7/1/14)	\$12.00
Student Assistant VI		(Effect: 7/1/14)	\$13.25
Board approved: 08/18/14			

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date:	August 18, 2014
Re:	Presentation of Child Development Centers – CSEA Chapter 888 Initial Bargaining Proposal to the Rancho Santiago Community College District		
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing		

BACKGROUND

Pursuant to Government Code Section 3547(a) the Child Development Centers – CSEA Chapter 888 initial proposal to the District is presented for your information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its September 8, 2014 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the Child Development Centers – CSEA Chapter 888 initial bargaining proposal to the district and schedule a public hearing for September 8, 2014.

Fiscal Impact: TBD	Board Date: August 18, 2014
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	

To: John Didion, Rancho Santiago Community College District Vice Chancellor, Human Resources

From: Artemisa Paz Lugo, CSEA Chapter 888 President

Date: 7/16/14

Re: 2014/2015 Reopener Negotiations

Pursuant to Article 21.1 of the Agreement between the Rancho Santiago Community College District and California School Employees Association and its Chapter 888, this document is notification for public notice that the California School Employees Association (CSEA) and its Chapter 888 hereby presents the following initial proposal for 2014/2015 reopener negotiations.

Article 2 - Evaluations

- CSEA has an interest in clarifying cause for discipline.

Article 8 - Wages and Hours

- CSEA has an interest in increasing compensation on the salary schedule.
- CSEA has an interest in negotiating free on-campus parking for all bargaining unit members.

Article 9 - Transfer/Seniority

- CSEA has an interest in negotiating an equitable process for involuntary transfers.
- CSEA has an interest in clarifying reasons for involuntary transfer.

Article 11 - Health and Welfare

- CSEA has an interest in increasing the District's contribution to members' monthly health and welfare premiums.

Furthermore

The Association reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

Should you have any questions or concerns, please don't hesitate to contact us. Please feel free to proceed with any requirements for posting prior to negotiations.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: August 18, 2014
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers - CSEA Chapter 888	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Child Development Centers, CSEA Chapter 888, is presented for information and public review. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Child Development Centers – CSEA Chapter 888 and schedule a public hearing for September 8, 2014.

Fiscal Impact: TBD	Board Date: August 18, 2014
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
BARGAINING PROPOSAL TO THE
CHILD DEVELOPMENT CENTERS - CSEA CHAPTER 888
August 18, 2014**

Article 8 – Wages and Hours

8.1 Salary

Maintain current salary schedule.

8.2 Calendar

Adjust annual work days to match college credit and continuing education instructional calendars.

Article 11 – Health and Welfare

Maintain current district contributions.