

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, May 10, 2010
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 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.

1.4 Presentation of Sempra Energy Foundation Grant

1.5 Approval of Minutes – Regular meeting of April 26, 2010

Action

1.6 Approval of Consent Calendar

Action

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

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

- 1.7 Public Hearing - California School Employees Association Chapter 579
Initial Bargaining Proposal to Rancho Santiago Community College
District

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
 - Board of Trustees Self-Evaluation
- 2.2 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Reports from Academic Senate Presidents
 - Senate meetings
- 2.6 Informational Presentation on the Budget

RECESS TO CLOSED SESSION

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

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

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

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

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

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

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

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel Action

- Approval of Permission to Accept Outside Assignments
- Ratification of Resignations/Retirements
- Approval of Adjusted End Date for Leaves of Absence
- Approval of Stipends
- Approval of Part-time/Hourly Hires/Rehires

3.2 Classified Personnel Action

- Approval of Professional Growth Increments
- Approval of Changes in Positions/Departments
- Approval of Leaves of Absence
- Approval of Changes in Positions
- Ratification of Resignations/Retirements
- Approval of Additional Hours for On Going Assignments
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters
- Approval of Student Assistant Lists

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

The administration recommends scheduling a public hearing on May 24, 2010.

3.4 Adoption of Resolution No. 10-13 – Reduction in Force of Classified Staff Action

The administration recommends adoption of Resolution No. 10-13.

- 3.5 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of Upward Bound Summer Residential Program Contract with Chapman University Action
The administration recommends approval of the Upward Bound Summer Residential Program contract with Chapman University in Orange, California.
- *4.2 Approval of Kaplan Testing Agreement for Nursing Students Action
The administration recommends approval of the Kaplan Testing Agreement.
- *4.3 Approval of New Pharmacy Technology Agreement – Target #2421 Action
The administration recommends approval of this contract with Target #2421 in Anaheim, California.
- *4.4 Approval of Amendment to Affiliation Agreement with CRC Sign Language Interpreting Services, Inc. Action
The administration recommends approval of the amendment to the affiliation agreement with CRC Sign Language Interpreting Services, Inc. to extend the term of the agreement and for services estimated at \$130,000 per fiscal year.
- *4.5 Approval of Amendment to Affiliation Agreement with QuickCAPTION for CART (Computer Aided Real-Time Transcriptionist) Services Action
The administration recommends approval of the amendment to the affiliation agreement with QuickCAPTION to extend the term of the agreement and CART services estimated at \$90,000 per fiscal year.
- *4.6 Approval of Affiliation Agreement (RENEWAL): City of Anaheim (Fire Technology) Action
The administration recommends approval of this affiliation agreement renewal with the City of Anaheim.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Quarterly Financial Status Report (CCFS-311Q) for period ended March 31, 2010. Action
The administration recommends approval of the CCFS-311Q for the period ending March 31, 2010, as presented.

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

- 5.3 Quarterly Investment Report as of March 31, 2010 Information
The quarterly investment report as of March 31, 2010, is presented as information.
- *5.4 Approval of Resolution No. 10-12 regarding Expenditure Transfers to Permit Payment of Obligations Action
The administration recommends approval of Resolution No. 10-12 regarding expenditure transfers.
- *5.5 Approval of Public Hearing – 2010-2011 Tentative Budget Action
The administration recommends scheduling a public hearing on the 2010-2011 Tentative Budget on June 21, 2010.
- *5.6 Approval of Change Order #1 for Bid #1054 – Landscaping for Science Building (Bond Portion) at Santiago Canyon College Action
The administration recommends approval of Change Order #1, Marina Landscape, Inc. for Bid #1054, landscaping for the Science building at SCC as presented.
- *5.7 Approval of Change Order #2 for Bid #1055 – Concrete for Science Building (Bond Portion) at Santiago Canyon College Action
The administration recommends approval of Change Order #2, Angeles Contractor, Inc. for Bid #1055, concrete for the Science building at SCC as presented.
- *5.8 Approval of Change Order #3 for Bid #1055 – Concrete for Science Building (State Portion) at Santiago Canyon College Action
The administration recommends approval of Change Order #3, Angeles Contractor, Inc. for Bid #1055, concrete for the Science building at SCC as presented.
- *5.9 Approval of Change Order #4 for Bid #1064 – Electrical for Science Building (Bond Portion) at Santiago Canyon College Action
The administration recommends approval of Change Order #4, Baker Electric for Bid #1064, electrical for the Science building at SCC as presented.
- *5.10 Approval of Change Order #5 for Bid #1064 – Electrical for Science Building (State Portion) at Santiago Canyon College Action
The administration recommends approval of Change Order #5, Baker Electric for Bid #1064, electrical for the Science building at SCC as presented.

- *5.11 Approval of Change Order #1 for Bid #1065 – HVAC for Science Building (Bond Portion) at Santiago Canyon College Action
The administration recommends approval of Change Order #1, Athena Engineering, Inc. for Bid #1065, HVAC for the Science building at SCC as presented.
- *5.12 Approval of Change Order #2 for Bid #1076 – Glass/Glazing for Science Building (Bond Portion) at Santiago Canyon College Action
The administration recommends approval of Change Order #2, Best Contracting Services for Bid #1076, glass and glazing for the Science building at SCC as presented.
- *5.13 Approval of Change Order #3 for Bid #1076 – Glass/Glazing for Science Building (State Portion) at SCC Action
The administration recommends approval of Change Order #3, Best Contracting Services for Bid #1076, glass and glazing for the Science building at SCC as presented.
- *5.14 Approval of Architect Change Order – Santa Ana College Baseball Complex Action
The administration recommends approval of the request for additional services in the amount of \$10,000 as presented.
- *5.15 Approval of Architect Change Order – Santiago Canyon College Maintenance & Operations Building Action
The administration recommends approval of the request for additional services in the amount of \$36,000 plus added reimbursables of \$3,600 as presented.
- *5.16 Approval of Architect Change Order – Santiago Canyon College Science Building (Bond Portion) Action
The administration recommends approval of the request for additional services in the amount of \$24,000 as presented.
- *5.17 Approval of Architect Change Order – SCC Science Building (State Portion) Action
The administration recommends approval of the request for additional services in the amount of \$36,000 as presented.
- *5.18 Approval for Additional Testing Services for the Gym Restroom Addition, Gym Floor Replacement, and Fire Sprinkler Installation at Santa Ana College Action
The administration recommends approval of the agreement to increase compensation to Twining Laboratories as presented.

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

- *5.19 Approval for Additional Testing Services for the Maintenance & Operations Building and Parking Lot at Santiago Canyon College Action
The administration recommends approval of the agreement to increase compensation to Twining Laboratories as presented.
- *5.20 Approval for Additional Testing Services for the Science Building at Santiago Canyon College Action
The administration recommends approval of the agreement to increase compensation to Twining Laboratories as presented.
- *5.21 Approval of Division of State Architect (DSA) Inspection Services – Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking and Loop Road Extension Projects at Santiago Canyon College Action
The administration recommends approval of the agreement with Universal Laboratories to provide DSA inspector services for the Science building at SCC as presented.
- *5.22 Approval of Request For Proposal (RFP) – Materials Testing and Inspection Services for the Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking and Loop Road Extension Projects at Santiago Canyon College Action
The administration recommends approval of the agreement with Reliant Testing Engineers in the amount of \$202,496 for the various construction projects as presented.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization of the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | |
|--|-----------|
| - CalWORKS – Augmentation (SAC) | \$ 16,000 |
| - Child Development Training consortium (SAC) | \$ 1,250 |
| - Entrepreneurial Career Pathways Project (DO) | \$296,175 |
- *6.2 Adoption of Resolution #10-11 Authorizing Payment to Trustee Absent from Board Meetings Action
This resolution requests authorization of payment to Student Trustee Gloria Holguin for her absence on April 25, 2010, due to illness.

6.3 Board Member Comments

Information

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on May 24, 2010.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College
8045 E. Chapman Ave., Room E-203
Orange, CA 92869

Board of Trustees (Regular meeting)

Monday, April 26, 2010

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:33 p.m. by Mr. Larry Labrado. Other members present were Dr. David Chapel, Mr. Brian Conley, Mr. John Hanna, Mr. Mark McLoughlin, Mr. Phillip Yarbrough, and Ms. Lisa Woolery. Ms. Gloria Holguin was not in attendance due to illness.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Mary Halvorson, Vice President of Academic Affairs at Santiago Canyon College.

1.3 Public Comment

There were no public comments.

1.4 Approval of Minutes

It was moved by Mr. Conley, seconded by Mr. Yarbrough, and carried unanimously to approve the minutes of the regular meeting held April 12, 2010.

1.5 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar, with the exception of Item 5.5 (Approval of Notice of Completion for Bid #1126 – Fire Alarm System Replacement, Phase II at Santa Ana College) removed from the Consent Calendar by Mr. Yarbrough, and Item 5.6 (Approval of Request for Proposal (RFP) – Surveying Services for various Santiago Canyon College Projects), removed from the Consent Calendar by Mr. McLoughlin:

1.5 Approval of Consent Calendar – (cont.)

4.1 Approval of Agreement with County of Orange Health Care Agency - Professional Services

The board approved this agreement with the Orange County Health Care Agency.

4.2 Approval of Renewal of Fire Technology Classroom Training Agreement with City of Burbank

The board approved this contract renewal of fire technology classroom training agreement with the City of Burbank.

4.3 Approval of Renewal of OTA Agreement – Eisenhower Medical Center

The board approved this contract with Eisenhower Medical Center in Rancho Mirage, California.

4.4 Approval of New OTA Agreement – County of Riverside

The board approved this contract with the County of Riverside in Riverside, California.

4.5 Ratification of Santa Ana College Fall 2009 Degrees and Certificates Awarded

The board ratified the recipients of the associate degrees and certificates awarded for Fall 2009 as presented.

4.6 Ratification of Santiago Canyon College Fall 2009 Degrees and Certificates Awarded

The board ratified the recipients of the associate degrees and certificates awarded for Fall 2009 as presented.

4.7 Approval of Vocational Education Agreement with Hair California Beauty Academy

The board approved the agreement with Hair California Beauty Academy for the academic and fiscal year 2010-2011.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Budget Transfers and Budget Increases/Decreases

The board approved budget transfers, increases, and decreases during the month of March 2010.

5.3 Approval of Change Order #1 for Bid #1131 - Relocation of Portable Classrooms at Santiago Canyon College (SCC)

The board approved Change Order #1 for DLG Electric & Construction for Bid #1116 for relocation of portable classrooms at SCC.

1.5 Approval of Consent Calendar – (cont.)

5.4 Approval of Geotechnical Services for Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center Parking, and Loop Road Extension Projects at Santiago Canyon College

The board approved an agreement with Ninyo & Moore to perform geotechnical observation and testing for the SCC science building as presented.

5.8 Approval of Independent Contractors

The board approved the following independent contractor: Louis Torelli for services to provide classroom layout and furniture plans for one infant room, three toddler rooms, two preschool classrooms, and five mirror image classrooms for Santa Ana College Child Development Center. Dates of service are April 27, 2010, through June 30, 2010. The fee is estimated at \$23,500.

5.9 Approval of Purchase Orders

The board approved the purchase order listing for the period March 7, 2010, through April 10, 2010.

6.1 Approval of Resource Development Items

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

- Career Technical Education (CTE) Community Collaborative III – Workforce Innovation Partnership (DO)	\$150,000
- Disabled Students Programs & Services (DSPS) (SCC)	\$ 5,735
- TANF (SAC/SCC)	\$ 43,334
- WIA II – Adult Basic Education Programs – <i>Augmentation</i> (CEC/OEC)	\$ 49,348
- Song-Brown Family Physician Training Act – Registered Nursing Education Program (SAC)	\$125,000

6.2 Adoption of Resolution No. 10-08: California Department of Education – Perkins IV Tech Prep Demonstration Site Grant

The board adopted Resolution No. 10-08 which authorized the chancellor or his designee to sign the grant submission documents.

6.3 Approval of Resolution No. 10-09: Office of Statewide Health Planning and Development – Song-Brown Grant

The board adopted Resolution No. 10-09 which authorized the chancellor or his designee to sign the grant submission documents and indicates the commitment of the district to implement the project if awarded.

- 1.6 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD).

There were no public comments.

- 1.7 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to the California School Employees Association (CSEA) Chapter 579.

There were no public comments.

- 1.8 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to the Child Development Centers Teachers Association (CDCTA).

There were no public comments.

- 1.9 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to the Continuing Education Faculty Association (CEFA).

There were no public comments.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from Chancellor

Dr. Edward Hernandez, Jr. provided a report to the board.

- 2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

- 2.3 Report from Student Trustee

Ms. Gloria Holguin was not in attendance due to illness.

- 2.4 Reports from Student Presidents

Ms. Tina Lam, Student President, Santiago Canyon College provided reports to the board on behalf of the Associated Student Government (ASG) organizations for Santa Ana College and Santiago Canyon College since Mr. Alejandro Flores, Student President, Santa Ana College was not in attendance.

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Mr. Morrie Barembaum, Academic Senate President, Santiago Canyon College
Mr. John Zarske, Academic Senate President, Santa Ana College

2.6 Informational Presentation on Datatel/Strategic Technology Plan

Ms. Sylvia LeTourneau provided an informational presentation on Datatel and the Strategic Technology Plan to the board.

Mr. Labrado called a brief recess at 5:50 p.m.

The board reconvened at 6:01 p.m.

Closed Session and **Human Resources** items (3.0) were moved to follow Item 6.4 (Elimination of Board Safety and Security Committee).

4.0 INSTRUCTION

All items were approved as part of Item 1.5 (Consent Calendar).

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, 5.3, 5.4, 5.8, and 5.9 were approved as part of Item 1.5 (Consent Calendar).

5.5 Approval of Notice of Completion for Bid #1126 – Fire Alarm System Replacement, Phase II at Santa Ana College (SAC)

It was moved by Mr. Conley and seconded by Mr. Yarbrough to approve the Notice of Completion for the fire alarm system replacement, phase II at Santa Ana College as presented. Discussion ensued. The motion carried unanimously.

5.6 Approval of Request for Proposal (RFP) – Surveying Services for various Santiago Canyon College Projects

It was moved by Mr. Yarbrough and seconded by Mr. Conley to approve this contract with Adkan Engineers in the amount of \$106,000 for the various construction projects as listed. Discussion ensued. The motion carried unanimously.

5.7 Approval of Rancho Santiago Community College District Strategic Technology Plan

It was moved by Mr. Conley and seconded by Mr. Yarbrough to approve the Rancho Santiago Community College District strategic technology plan as presented. Discussion ensued. The motion carried unanimously.

6.0 GENERAL

Items 6.1, 6.2, and 6.3 were approved as part of Item 1.5 (Consent Calendar).

6.4 Elimination of Board Safety and Security Committee

It was moved by Ms. Woolery and seconded by Mr. Hanna to eliminate the Board Safety and Security Committee. Discussion ensued. Mr. Yarbrough, chairman of the committee, indicated the committee had met its goals as a result of the implementation of the fire alarm system at SAC, district-wide safety training, and WeTip hotline. Since the colleges have a safety committee, Mr. Yarbrough stated there was no need for duplicity of committees. The motion carried unanimously.

Item 6.5 (Board Member Comments) was moved to follow Item 3.5 (Adoption of Resolution No. 10-10 – Reduction in Force of Classified Staff)

RECESS TO CLOSED SESSION

The board convened into closed session at 6:11 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. Chancellor Search

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
Continuing Education Faculty Association
Child Development Centers Teachers 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)
 - a. 10-79921JW

Mr. Conley recused himself by leaving the room during discussion of Public Employee Discipline/Dismissal/Release.

RECONVENE

The board reconvened at 7:22 p.m.

Closed Session Report

Mr. Yarbrough reported the board discussed the aforementioned items and took action to release Alexa Root, Mathematics Instructor, at Santa Ana College from probationary employment effective at the end of the Spring 2010 semester.

Public Comment

Mr. Jared K. Miller spoke regarding Item 1.6 (Public Hearing – RSCCD Initial Bargaining Proposal to the FARSCCD).

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Permission to Accept Outside Assignments
- Approve Part-time/Hourly to Full-time Tenure-Track Positions
- Approve Changes of Assignment
- Approve STRS Reduced Workload Agreements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Stipends
- Approve Adjusted Stipends
- Approve Part-time/Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Interns Service

3.2 Classified Personnel

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

- Approve Reduction in Force Lay Offs
- Approve New Appointments

3.2 Classified Personnel – (cont.)

- Approve Professional Growth Increments
- Approve Changes in Position
- Approve Changes in Department
- Approve Temporary Assignments
- Approve Voluntary Furloughs
- Ratify Resignations/Retirements
- Approve Return from Leaves of Absence
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Volunteers
- Approve Instructional Associates/Associate Assistants
- Approve Student Assistant Lists

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

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve scheduling a public hearing for May 10, 2010.

3.4 Rejection of Claim

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to authorize the chancellor or his designee to reject claim #10-79921JW.

3.5 Adoption of Resolution No. 10-10 – Reduction in Force of Classified Staff

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to adopt Resolution No. 10-10.

6.0 GENERAL

Items 6.1, 6.2, 6.3, and 6.4 follow Item 5.7 (Approval of Rancho Santiago Community College District Strategic Technology Plan).

6.5 Board Member Comments

Dr. Chapel asked that the board discuss a plan to set goals for the new chancellor at a future meeting and asked Dr. Hernandez to develop perspective steps/timeline for the board's review.

Several board members thanked Mr. Vázquez for hosting the board meeting at SCC.

Mr. Yarbrough asked for information he requested last month on enrollment projects and future trends.

Mr. Conley asked for the process of selecting a new student trustee for the next academic year. Mr. Vázquez explained the process, and Mr. Conley asked for a copy of the student trustee handbook given to new student trustees.

Mr. Hanna reported he recently attended an educational tour hosted by the Metropolitan Water District of Lake Oroville and the Delta and recommended the tour to board members.

Mr. Hanna indicated he will share suggestions for the Board Policy Committee (BPC) agenda with the BPC chairperson and chancellor.

Mr. McLoughlin met with Mr. Scott Cuttler recently. He reported Mr. Cuttler commended SAC staff for assisting the City of Santa Ana in meeting the needs of the community.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on May 10, 2010, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Mr. Labrado declared this meeting adjourned at 7:42 p.m.

Respectfully submitted,

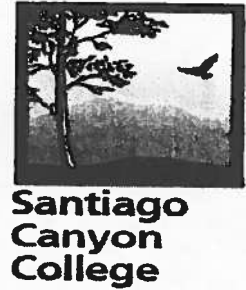
Eddie Hernandez, Jr., Ed.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: May 10, 2010



RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT



2009-2010
2010-2011
Budget Update

Board of Trustees Meeting
May 10, 2010

Item 2.6

Budget Update What's New?

- April state personal income tax revenues
 - Estimated - \$10.2 billion for April
 - Actual - \$7.1 billion
 - Shortfall of \$3.1 billion
- Combined April shortfall is \$3.6 billion below estimates included in January Budget Proposal
- January through March tax receipts
 - Up \$ 2.3 billion ahead of projections

Budget Update

- The good news of January through April was immediately wiped out by bad news of April tax collection shortfall
- Now combined California's deficit has grown by \$1.3 billion more than earlier projected
- Shortfall in April exacerbates state budget crisis
 - Legislature expected earlier economic recovery and earlier tax collection increases to help offset and minimize state budget crisis

Budget Update

- ▶ May Revise – due this Friday, May 14th
- ▶ Most likely scenario is that the starting point will be the Governor's January Budget proposal with adjustments for updated revenue shortfall estimates (\$1.3 billion) and less than expected federal revenues (\$3 to \$4 billion)
 - However, Legislature made minor budget adjustments of \$1.3 billion in March

Budget Update

- \$20 billion budget imbalance may grow to possibly \$21 to \$23 billion (or more)
 - Depending on increased state expenses and recent lost court decisions
- Governor's January Budget Proposal
 - \$19.9 billion state budget imbalance at that time
 - LAO estimated \$20.7 billion in November

Governor's January Budget Proposal

- Negative COLA – (0.38%)
 - Actual rate now (0.39%)
- 2.21% Growth statewide
 - Would help offset this year's workload measure reductions (negative growth)
- Additional categorical program reductions
- No student tuition fee increase proposed by Governor
 - LAO recommends \$40/unit

RDA conflict with state/cities/education

- ▶ **Redevelopment Agencies (RDA) revenue shift**
 - Public relations concern
 - \$2.05 billion used to balance this year's state budget (\$1.7 billion) and the following year (\$350 million)
- ▶ **Court ruled last week that it was ok for state to do it**
 - If lost, would have added another \$2 billion to current state budget shortfall
- ▶ **RDA funds come from local property taxes. This increment of property taxes used for RDAs primarily comes from local school districts' and community colleges' property tax collections.**
- ▶ **The state historically makes up the difference (backfill) to local K-14 districts.**
- ▶ **State now wants to transfer the RDA tax increment back to K-14, thereby relieving the state of this funding shift backfill (helps the state, "wash" for K-14 education)**
- ▶ **"double-edged sword" in that K-14 education also receives, under law, redevelopment funds annually to support capital facilities improvements**

What's going to happen next?

- Governor's commitment to protect higher education recently renewed?
- Prop 98 funding levels?
 - Non education vs. Prop 98
 - K-12 vs. community colleges
- Will the State Legislature continue to intentionally ignore state budget crisis?
 - Election year
 - Wait even longer for economic recovery?

RSCCD Budget Process

What's next?

- RSCCD Tentative Budget to Board of Trustees on June 21st
 - Will **not** include adjustments from the May Revise
- 2010-2011 Adopted Budget
 - September 2010
 - New assumptions dependent on May Revise and possible approved state budget

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

May 10, 2010

MANAGEMENT

Permission to Accept Outside Assignment

Weispfenning, John – To serve an additional year on the Board of Directors for the Council of Chief Librarians of the California Community Colleges, from July 1, 2010 – June 30, 2011.

Ratification of Resignation/Retirement

Mendizsa, Sue
Associate Dean, Instruction and Student Services
Continuing Education Division/CEC
Santa Ana College

Effective: August 30, 2010
Reason: Retirement

FACULTY

Adjusted End Date for Leave of Absence

Morse, Leah
Master Teacher
SCC Child Development Center
Child Development Services
District

Effective: April 12 – July 8, 2010
Reason: Maternity Leave

Ratification of Resignation/Retirement

Root, Alexa
Assistant Professor, Math
Science and Math Division
Santa Ana College

Effective: June 5, 2010
Reason: Resignation

Stipends

Bassett, Dana
Associate Professor, English
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$ 500.00
Reason: Reading Apprenticeship
FIG Participation (BSI Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Bowers, Cherie
Associate Professor, Math
Science and Math Division
Santa Ana College

Effective: February 8, 2010
Amount: \$200.00
Reason: Math Faculty Interest Group Committee
(BSI Grant)

Brown, Sharon
Professor, Art/Digital Imaging/Multimedia
DMC/Fine and Performing Arts Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: WhatWorks! Presentation
(BSI Grant)

Carrera, Cheryl
Coordinator, Staff Development/Professor, Math
Science and Math Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: WhatWorks! Presentation
(BSI Grant)

Carrera, Cheryl
Coordinator, Staff Development/Professor, Math
Science and Math Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: Fire Technology Project
(BSI Grant)

Doolittle Jr., Glenn
Professor, International Business
Business Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: WhatWorks! Presentation
(BSI Grant)

Dwyer, Dalva
Professor, English as a Second Language
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$ 500.00
Reason: Reading Apprenticeship
FIG Participation (BSI Grant)

Dwyer, Dalva
Professor, English as a Second Language
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$ 500.00
Reason: Reading Apprenticeship Workshops
(BSI Grant)

Dwyer, Dalva
Professor, English as a Second Language
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$ 500.00
Reason: Leadership Role in RA FIG
(BSI Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Everett, Michael
Associate Professor, Math
Science and Math Division
Santa Ana College

Effective: February 8, 2010
Amount: \$200.00
Reason: Math Faculty Interest Group Committee
(BSI Grant)

Freeman, Suzanne
Professor, Fire Technology
Human Services and Technology Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: WhatWorks! Presentation
(BSI Grant)

Guzman, Kristen
Assistant Professor, History
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$ 500.00
Reason: Reading Apprenticeship
FIG Participation (BSI Grant)

Hassel, Elissa
Professor, English as a Second Language
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: Human Development FIG
(BSI Grant)

Hondo, Keshia
Associate Professor, Speech Communication
Fine and Performing Arts Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: WhatWorks! Presentation
(BSI Grant)

Howell, Scott
Associate Professor, History
Humanities and Social Sciences Division
Santa Ana College

Effective: May 9, 2010
Amount: \$150.00
Reason: Student Learning Outcome
Assessment Models Training (Title III Grant)

Huebsch, Mary
Associate Professor, Speech (Non-native Specialist)
Fine and Performing Arts Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: Human Development FIG
(BSI Grant)

Lopez-Jaurequi, Leticia
Professor, Spanish
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: Human Development FIG
(BSI Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Lopez-Jaurequi, Leticia
Professor, Spanish
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: Reading Apprenticeship
FIG Participation (BSI Grant)

Marecek, Lynn
Professor, Math
Science and Math Division
Santa Ana College

Effective: February 8, 2010
Amount: \$400.00
Reason: Math Faculty Interest Group Committee
(BSI Grant)

Mitzner, Rita
Assistant Professor, English
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: WhatWorks! Presentation
(BSI Grant)

Mitzner, Rita
Assistant Professor, English
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: Reading Apprenticeship
FIG Participation (BSI Grant)

Morgan-Bezell, Gwenn
Professor, Human Development
Human Services and Technology Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: Human Development FIG
(BSI Grant)

Morris, Marilou
Professor, Speech Communication
Fine and Performing Arts Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: Human Development FIG
(BSI Grant)

Porter, Monica
Coordinator, Speech Language Pathology
Assistant Program
Special Services Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: WhatWorks! Presentation
(BSI Grant)

Reed, Stephen
Assistant Professor, History
Humanities and Social Sciences Division
Santa Ana College

Effective: May 9, 2010
Amount: \$150.00
Reason: Student Learning Outcome
Assessment Models Training (Title III Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Robertson, Mario
Assistant Professor, Anthropology
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$500.00
Reason: Reading Apprenticeship
FIG Participation (BSI Grant)

Robertson, Mario
Assistant Professor, Anthropology
Humanities and Social Sciences Division
Santa Ana College

Effective: February 8, 2010
Amount: \$1,000.00
Reason: Generation 1.5 Inquiry Work
(BSI Grant)

Rogers, Neal
Professor, Math
Science and Math Division
Santa Ana College

Effective: February 8, 2010
Amount: \$1,250.00
Reason: Modernizing Basic Skills Worksheets
(BSI Grant)

Shekarabi, Nooshan
Associate Professor, Political Science
Humanities and Social Sciences Division
Santa Ana College

Effective: May 9, 2010
Amount: \$150.00
Reason: Student Learning Outcome
Assessment Models Training (Title III Grant)

Part-time/Hourly Hires/Rehires

Nguyen, Tuyen
Instructor, Nursing
Health Science and Nursing
Science and Math Division
Santa Ana College

Effective: August 16, 2010
Hourly Lab Rate: II-3 \$46.17

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
CLASSIFIED
MAY 10, 2010

CLASSIFIED

Professional Growth Increments

Vu, Ruby
Financial Aid Tech/ SAC

Effective: June 1, 2010
Grade 8, Step 1 + 5PG (2500)
\$3259.33

Change in Position/Department

Gossett, Deborah
Intermediate Clerk
From: Auxiliary Services/ District
To: EOPS/ SAC (RIF)

Effective: April 27, 2010
Grade 5, Step 6 \$3476

Penning, Kery
Intermediate Clerk
From: EOPS/ SAC
To: Health Center/ SAC (RIF)

Effective: April 27, 2010
Grade 5, Step 6 + 5%L @ 75%FTE
\$2737.35

Leave of Absence

Pinon, Elizabeth
Administrative Secretary/ DSPS/ SAC

Effective: 06/07/10 – 06/18/10
Reason: 11.5 Month Contract
Non Paid Status

CLASSIFIED HOURLY

Change in Position

Ochoa, Lizeth
Intermediate Clerk
From: Auxiliary Services/ 12 Mo./
To: Health Center/ 10 Mo./ SCC (RIF)

Effective: April 27, 2010
Grade 5, Step A \$15.64/Hour

Williams, Dawn
Intermediate Clerk
From: 75% FTE Health Center/ SAC
To: Auxiliary Services/ District (RIF)

Effective: April 27, 2010
19 Hours/Week 12 Month
Grade 5, Step A @ 47.5%FTE \$1292.65

Professional Growth Increment

Plaza, Jose
Student Program Specialist/ Scholarship/
SAC

Effective: June 1, 2010
Grade 10, Step A 3PG (750)
\$19.10/Hour + \$62.50/Mo. PG

Ratification of Resignation/Retirement

Stocks, Linda
Learning Facilitator/ EOPS/ SAC

Effective: March 10, 2010
Reason: Resignation

TEMPORARY ASSIGNMENT

Additional Hours for On Going Assignment

Chambers, John
Learning Facilitator/ Tutorial Learning
Center/ SAC

Effective: 04/14/10 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Miller, John
Learning Facilitator/ Tutorial Learning
Center/ SAC

Effective: 04/19/10 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Nguyen, Yen
Learning Facilitator/ Tutorial Learning
Center/ SAC

Effective: 04/13/10 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Phan, David
Learning Facilitator/ Tutorial Learning
Center/ SAC

Effective: 04/19/10 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

MISCELLANEOUS POSITIONS

Instructional Associates/Associate Assistants

Exercise Science
Paulele, Robert
SAC

Effective: 04/20/10

COMMUNITY SERVICE PRESENTERS
Stipends Effective March 11 – April 10, 2010

Abdul, Quayum	Amount: \$ 60.55
Adams, Stephanie	Amount: \$ 67.85
Bradley, Sabrina	Amount: \$ 165.30
Burns, Brigitte	Amount: \$ 40.47
Crowley, Debra	Amount: \$ 210.00
Georgieff, Stephanie	Amount: \$ 60.55
Hogue, Tom	Amount: \$1,316.00
O'Connell, Jalon	Amount: \$ 90.83
Rivera, Rodrigo	Amount: \$ 82.13
Stapleton, Amber	Amount: \$ 225.85

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Arroyo Castro, Erendira Yesenia	Effective: 04/19/10-06/30/10
Castelan, Maylin	Effective: 04/14/10-06/30/10
Lopez, Lucia Cristina	Effective: 04/21/10-06/30/10
Nguyen, Nga Thi	Effective: 04/21/10-06/30/10
Olmos, Brandy G	Effective: 04/12/10-06/30/10
Ortega, Maria Guadalupe	Effective: 04/20/10-06/30/10
Ruiz Bardales, Oscar Ulises	Effective: 04/14/10-06/30/10
Thomas, Theresa Renee	Effective: 04/19/10-06/30/10

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DOCKET
CLASSIFIED
MAY 10, 2010
ADDENDUM**

TEMPORARY

Klase, Clarence
Cashier/ Bookstore/ SAC

Effective: 05/17/10 – 05/21/10

Lopez, David
Cashier/ Bookstore/ SAC

Effective: 05/17/10 – 05/21/10

Plasencia, Rocio
Cashier/ Bookstore/ SAC

Effective: 05/17/10 – 05/21/10

Ramirez, Leopoldo
Cashier/ Bookstore/ SAC

Effective: 05/17/10 – 05/21/10

VOLUNTEERS

Ramires, Enrique
Student Volunteer/ Exercise Science/ SAC

Effective: 05/11/10 – 06/30/10

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Presentation of the Faculty Association of Rancho Santiago Community College District (FARSCCD) Initial Bargaining Proposal to the Rancho Santiago Community College District.	
Action:	Request for Approval to Schedule Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Faculty Association of Rancho Santiago Community College District's initial bargaining proposal to the Rancho Santiago Community College 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 May 24, 2010 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees schedule a public hearing for May 24, 2010.

Fiscal Impact: To be Determined	Board Date: May 10, 2010
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: Dr. Edward Hernandez, Jr., Chancellor	

FARSCCD Contract Proposal for 2009-2011
April 30, 2010

Article 4 -- Leaves

4.14 -- Sabbatical Leave

For 2010-11, sabbatical leaves will be granted according to current contract language.

4.16 -- Banking Leave

For 2010-11, banking leaves will be approved according to the contract:

Banked LHE/hours may be utilized to release the faculty member from a portion of his/her contractual obligation, and may be used for professional or personal reasons.

Additionally and specifically, applications for banking leave will be approved for any of the following:

- a. if the faculty member and the administrator agree that the leave is necessary to make load;
- b. if the leave precedes the retirement/resignation of the faculty member prior to the start of the following academic year; or
- c. if the leave is necessary due to a family hardship or medical situation.

Increase the limit on banking leave accrual from 36 to 42 LHE.

All banked LHE will be set aside in a separate District account, to be used by faculty members in accordance with section 4.16 of the contract.

Article 5 -- Health and Welfare Benefits

5.2 -- Benefits

For 2010-11, revise the 2008-09 contract language in section 5.2.1 to read as follows:

"Effective 7/1/2010, the portion of the premium paid by the District shall be limited to a maximum contribution equal to the premium for PPO 2-Party coverage. Thereafter, the maximum contribution shall be automatically increased by an amount not to exceed 10% in each succeeding year..."

Article 6 -- Instructional Hours, Duties and Workload

6.1 -- Workload

Maintain current contract language in sections 6.1.3.A, B, C and 6.1.4. There will be no increase in contract workload for full-time faculty.

6.4 and Appendices C & D -- Instructional Calendars

For the 2011-2012 and future calendars, there will be:

- a. at least one full week between the end of Spring semester and the start of the designated Summer block; and
- b. at least one full week between the end of the designated Summer block and the start of the Fall flex week.

6.1.4 and 7.3 -- Teaching Load

Change section 6.1.4 to agree with the 0.85 laboratory rate in section 7.3.

Article 7 -- Salaries

7.1.1.A -- Salary Schedules (Contract Year)

The first sentence will read: "For the 2010-2011 school year, the District agrees to maintain not less than ninth (9th) in the relative rank of the tenth active step on Class VI."

In the event the District receives a 2010-11 COLA adjustment from the State, this percentage will be retroactively applied to the 2010-11 salary schedule.

7.1.1.B -- Salary Schedules (Contract Year)

In 2010-11, faculty steps and columns will be restored to their correct levels (as if there had been no freeze of steps and columns during 2009-2010).

Article 8 -- Evaluation

Develop language delimiting the use of on-line student evaluations.

Miscellaneous

Minor language changes previously bargained and approved for 2009-10 to be included in the 2009-11 contract.

4.1, 4.2, 4.4.4, etc. Revise to be consistent with the "spouse, domestic partner" language in 5.2.4.

4.7.1 3rd line, add colon to "under contract: ten (10)"

4.7.3 2nd line, should read "shall be entitled" ("be entitled" before the parenthesis)

4.8.1 1st line, delete the extra "or tenure"

4.14.7 4th line, delete "/or bonding"

4.16 Insert the approved increase to the limit on banking leave accrual from 30 to 36 (or 42) LHE.

6.1.6 Beyond Contract, 2nd paragraph, delete the statement "...assignments for part-time instructors will be limited to two (2) classes, up to eight (8) LHE." This statement conflicts with revised language of 6.1.3.E, which allows up to 10 LHE (67%) for part-time instructors.

6.1.8 Office Hours: The last sentence shall read "Faculty who teach online courses shall have their required ~~on-campus~~ office hours reduced by the ratio of 1 hour per 3 LHE of online courses taught."

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Human Resources)

To:	Board of Trustees	Date: May 10, 2010
Re:	Adoption of Resolution 10-13 regarding Reduction in Force of Classified Staff	
Action:	Request for Approval	

BACKGROUND

As a result of funding reductions and program restructuring involving two categorically funded programs, the District must alter the program activities associated with these programs (Workability and Career Technical Education) for the 2010-11 fiscal year. As a result of these actions, two permanent classified positions at Santa Ana College must be eliminated due to a lack of work/lack of funds.

In addition, funding for the AmeriCorps program at Santiago Canyon College has been discontinued by the granting agency, California Volunteers. Three permanent employees are currently assigned to this grant and those positions must also be eliminated due to a lack of work/lack of funds.

ANALYSIS

These positions will be eliminated following a 45-day notice required by the Education Code.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 10-13.

Fiscal Impact: TBD	Board Date: May 10, 2010
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

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

Resolution Regarding the Reduction in Force of Classified Staff

Resolution No. 10 - 13

Whereas, funding reductions in several categorically-funded programs have adversely affected the District's ability to support staff assigned to those programs; and

Whereas, the District has modified project activities and staff duties associated with these programs effective July 1, 2010 ; and

Whereas, due to a lack of funds/lack of work, the Governing Board finds it in the best interest of the District, that as of June 28, 2010, certain services now being provided by the District be reduced or discontinued by the following extent.

NOW, THEREFORE, BE IT RESOLVED, that as of June 28, 2010, the classified workforce of the District will be reduced or discontinued to the extent set forth as follows:

Intermediate Clerk, .475% FTE, 12 months, Santiago Canyon College
Job Developer, 100% FTE, 12 months, Santa Ana College
Job Developer, .475% FTE, 12 months, Santa Ana College
Student Services Coordinator, 100% FTE, 12 months, Santiago Canyon College
Student Services Specialist, .475% FTE, 11 months, Santiago Canyon College

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

Dated this 10th day of May 2010

Ayes:

Noes:

Absent:

Abstain:

Edward Hernandez, Jr., Ed.D.
Secretary to the Board of Trustees

CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

NALEO 2010 LATINO POLICAL CONVENTION
Denver, Colorado – June 23-27, 2010

1 Board Member
(Larry Labrado)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Student Services Division**

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Upward Bound Summer Residential Program Contract with Chapman University	
Action:	Request For Approval	

BACKGROUND

Under the auspices of Santa Ana College's federally funded Upward Bound Program, a number of student-centered activities have been designed to enhance student success in pre-collegiate readiness and academic achievement while in high school. As part of this program, a summer residential experience is planned each year at a local four year university that provides dormitory accommodations, meals, and classroom facilities. This 4-week residential program is part of the Upward Bound work plan approved by the U. S. Department of Education.

ANALYSIS

This year's Upward Bound 2010 Summer Residential Program is scheduled to be held at Chapman University beginning Monday, July 5 through July 30 with 47 Upward Bound high school participants attending. Cost of stay at Chapman is all inclusive, and fully supported by the Upward Bound federally funded TRIO grant. The contract has been reviewed by college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached Upward Bound Summer Residential Program Contract with Chapman University located in Orange, California.

Fiscal Impact:	Not to exceed \$55,460 (grant funded)	Board Date: May 10, 2010
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed.D., Dean of Student Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	



CHAPMAN UNIVERSITY CONFERENCE AGREEMENT

**Chapman University, Conference Services
One University Drive, Orange, CA, 92866
(714) 997-6811, FAX (714) 744-7811**

This Chapman University Conference Agreement ("Agreement") is made and entered into this 11th day of May, 2010 by and between Chapman University, a California corporation, hereinafter called "University" and Rancho Santiago Community College District, a nonprofit public agency, hereinafter called "Client," which is the entity, person, persons or groups of persons seeking use of University facilities and/or property. The University agrees to provide Client with the facilities and services listed herein for the period and under the other terms described herein. Accordingly, the parties mutually agree to the terms and conditions set forth in this Agreement.

1. CLIENT INFORMATION

Name of Conference: ***Upward Bound 2010 Summer Residential Program***

Description of Conference: ***Pre-college academic program including SAT prep, recreation and enrichment workshops.***

Address: ***Rancho Santiago Community College District
Attn: Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal services
2323 North Broadway
Santa Ana, CA 92706***

Telephone Number: ***(714) 564-6843 [Romelia Madrigal]***

2. HOUSING

The University agrees to provide housing spaces to the Client as follows:

* Estimated total number of participants: ***42 students and
5 staff each week***

Residence Hall staff check-in date and time: ***July 5, 2010 (8 am – 9 am)***

Residence Hall check-in date and time: ***July 5, 2010 (1 pm – 2 pm)
July 11, 2010 (6 pm – 7 pm)
July 18, 2010 (6 pm – 7 pm)
July 25, 2010 (6 pm – 7 pm)***

Residence Hall checkout date and time:

July 9, 2010 (5 pm – 6 pm)
July 16, 2010 (5 pm – 6 pm)
July 23, 2010 (5 pm – 6 pm)
July 30, 2010 (5 pm – 6 pm)

** Please Note. Time of check-out each week is contingent on whether the university needs the rooms over the weekend for another group. If rooms are not scheduled, the group may leave their belongings in the rooms over the weekend. If rooms are needed by the university, the group will be notified in advance.*

** Please note that actual charges will be determined under "Estimate and Guarantee" set forth below*

KEYS: A fee of \$50.00 will be assessed for any lost keys not returned by checkout date and time.

LINEN SERVICE: Linen service will not be provided by the University.

HOUSING ASSIGNMENTS: The University reserves the right to alter housing assignments prior to the start of any conference for required maintenance work or to accommodate additional conference groups.

A housing list with participants paired will be due in the Conference Office by June 25, 2010.

HOUSEKEEPING SERVICES: Housekeeping services are provided in the hallways, public restrooms and lounge areas of the halls. Unless specific arrangements are made, individuals are responsible for their own rooms.

LIVE-IN HOUSING SUPERVISION: The Client is responsible for providing adequate supervision in the assigned residence halls. All youth groups with members under the age of eighteen are required to provide live-in residence supervision of at least one (1) adult for every ten (10) youths.

RESIDENCE HALL ROOMS: The University reserves the right to enter rooms for the purpose of inspection, repair or emergency.

3. FOOD SERVICE

The University agrees to provide meals to the Client as follows:

First conference meal will be:

Dinner July 5, 2010

Last conference meal will be:

Sack Lunch July 30, 2010

Number of Meals:

Breakfast (19)

July 6 – 9, 2010

July 12 – 16, 2010

July 19 – 23, 2010

July 26 – 30, 2010

Lunch (15)

July 6 – 8, 2010

July 12 – 15, 2010

July 19 – 22, 2010

July 26 – 29, 2010

Sack Lunch (4)

July 9, 16, 23, 30, 2010

Dinner (16)

*July 5 – 8, 2010
July 12 – 15, 2010
July 19 – 22, 2010
July 26 – 29, 2010*

Lost Meal Cards:

Per meal card charge

\$15.00

MEAL TIMES: The University reserves the right to alter meal times depending on the number of participants. Any such alteration will be made at least five (5) days prior to the start of any conference. Groups wishing to change contracted serving times may incur a surcharge to cover additional labor costs.

LOCATION OF MEALS: All meals are served cafeteria style in the Argyros Forum Dining Room and Patio unless other arrangements have been made.

FOOD SERVICE NEEDS: All food service needs must be provided by the University's contracted food service.

MEAL CARDS: Each of the Client's participants must produce his or her meal card on passing through the cafeteria meal line. This procedure will verify the participant's enrollment in a particular session of the conference/camp.

4. FACILITIES

The University agrees to provide facilities to the Client as follows:

<u>Facility</u>	<u>Date(s)</u>	<u>Times</u>
3 classrooms seating 20 students each <i>(Classrooms are equipped with overhead projectors and VHS players.)</i>	July 5 – 8, 20010	8:30 am–11:50 pm & 12:50 pm–2:50 pm
	July 12 – 15, 2010	8:30 am–11:50 pm & 12:50 pm–2:50 pm
	July 19 – 22, 2010	8:30 am–11:50 pm & 12:50 pm–2:50 pm
	July 26 – 29, 2010	8:30 am–11:50 pm & 12:50 pm–2:50 pm
2 classrooms for SAT Prep	July 5 – 8, 2010	3:00 pm–5:00 pm
	July 12 – 15, 2010	3:00 pm–5:00 pm
	July 19 – 22, 2010	3:00 pm–5:00 pm
	July 26 – 29, 2010	3:00 pm–5:00 pm
Recreational Facilities, as available (TBA)	July 5 – 8, 2010	6:20 pm–7:20 pm
	July 12 – 15, 2010	6:20 pm–7:20 pm
	July 19 – 22, 2010	6:20 pm–7:20 pm
	July 26 – 29, 2010	6:20 pm–7:20 pm
1 Shared Computer Lab	July 5 – 8, 2010	12:50pm–2:50pm & 7:40pm–8:45pm
	July 12 – 15, 2010	12:50pm–2:50pm & 7:40pm–8:45pm
	July 19 – 22, 2010	12:50pm–2:50pm & 7:40pm–8:45pm
	July 26 – 29, 2010	12:50pm–2:50pm & 7:40pm–8:45pm

The facilities of the University that are the subject of this Agreement are referred to herein as the "Facilities."

5. SPECIAL EQUIPMENT AND SERVICES

SPECIAL EQUIPMENT: Tables and chairs for special set-ups and audiovisual equipment are limited on campus. Arrangements for such equipment should be made well in advance of your arrival. All necessary outside rentals (tables, chairs, audiovisual equipment, etc.) will be at the Client's expense. Technicians, if requested by the client for services after regularly scheduled hours (8:00 am – 5:00 pm, Monday – Friday), will be \$25.00 per person per hour

PARKING: A parking permit is required to park in University parking lots. Parking is available on campus in the residence halls and main campus parking lots (excluding the Memorial Hall Parking Lot and the Hashinger Parking Lot) at no additional charge. Parking in the Memorial Hall Parking Lot and the Hashinger Parking Lot is restricted. PLEASE NOTE. Parking is unavailable in parking spaces marked faculty only or reserved parking spaces. Parking on city streets is restricted to the campus side only! A city parking permit is required to park on the street opposite the university. Please observe handicapped and reserved parking spaces. The University is not responsible for any parking tickets issued to participants.

6. FINANCIAL ARRANGEMENTS

ESTIMATED CHARGES: *Estimated charges for facilities and services are as follows:*

Residence Hall Rooms and Meals *(Double occupancy rooms as outlined in Section 2 and meals as outlined in Section 3. Single rooms, as available, are an additional \$15.00 per person per night. Six single rooms will be provided for the staff at the double occupancy residence hall rate.)*

47 participants @ \$1,180.00 per person for 4 weeks **\$55,460.00**
(July 5 – 9, 2010; July 11 – 16, 2010; July 18 – 23, 2010;
July 25 – 30, 2010)

Facilities *(As outlined in Section 4)*

Facilities, as outlined in section 4, will be at no additional charge provided there are at least 40 participants including staff registered in the residence halls for the enter program. If numbers fall below 40 participants, facility charges will be \$500.00 per week. **To Be Determined**

ESTIMATED TOTAL CONFERENCE CHARGES **\$55,460.00**

DEPOSITS / PAYMENTS: A non-refundable deposit of thirty five percent (35%) of the Estimated Total Conference Charges is payable with the return of this signed Agreement and will be applied to the charges set forth herein. The balance of the Estimated Total Conference Charges will be due and payable on or before June 22, 2009. Final conference invoices are due and payable to the Conference Office within thirty (30) days of billing. Client agrees to pay all of the unpaid Estimated Total Conference Charges in a timely manner as set forth above. Past due accounts will be charged interest at 25% per annum on the unpaid balance. Client shall pay interest on any unpaid balance at the rate of 1.5% per month or the highest rate permitted by law, whichever is lower.

Non-refundable deposit of \$19,411.00 is due with return of the signed agreement by May 31, 2010.

The balance of \$36,049.00 will be due and payable on or before June 25, 2010.

A final invoice for the balance of all charges will be submitted within two (2) weeks of the Conference. Payment on the final balance is due within thirty (30) days of receipt.

CANCELLATIONS: Written notice of cancellation must be submitted to the University Conference Office no later than 30 days prior to the scheduled conference date. If such cancellation occurs within 90 days of the scheduled Conference, a service charge of five percent (5%) of the estimated total Conference charges shall be assessed; if within 60 days of the scheduled Conference, a service charge of ten percent (10%) of the estimated total Conference charges shall be assessed; and if within 30 days of the scheduled Conference, a service charge of fifteen percent (15%) of the estimated total Conference charges shall be assessed. The Client acknowledges and agrees that such charges are reasonably calculated to compensate the University for damages it will suffer in connection with such cancellation.

ESTIMATE AND GUARANTEE: The University will hold beds for the estimated number of participants referred to in the housing facilities section of this Agreement. The Client must guarantee in writing the exact number of participants no later than 30 days prior to the beginning of the Conference, including name, gender and room assignments. Full charges will be made for the guarantee figure even if actual attendance is below this estimate. If no guarantee figure is so furnished, the reservations above will become the guaranteed figure and the Client agrees to pay that figure. Should the actual number of participants exceed the guarantee figure, the Client will be billed for the actual number. All guarantee figures are for the entire Conference period unless otherwise approved in writing by the University's Director of Conferences and Scheduling.

7. INSURANCE

INSURANCE: The Client shall, at its own cost and expense, secure and maintain in force at all times during which this Agreement is in effect policies of insurance that meet the minimum requirements of Chapman University as described below.

- A. Commercial General Liability Insurance for personal bodily injury including sexual misconduct (including by definition sexual molestation, abuse, and harassment), wrongful death, and broad form property damage losses included, written on an occurrence form, with limits as follows:
- | | |
|---|-------------|
| i. Each Occurrence | \$1,000,000 |
| ii. Products/Completed Operations Aggregate | \$1,000,000 |
| iii. Personal and Advertising Injury | \$1,000,000 |
| iv. Sexual Misconduct | \$ 50,000 |
- Limits no less than \$50,000 per occurrence/\$100,000 aggregate
Note: If the General Liability coverage has any sub-limits or exclusions that apply to coverage for sexual misconduct, the Certificate of Insurance must define those limits or exclusions.
- v. General Aggregate \$2,000,000
- B. The Client must provide a Certificate of Insurance or other evidence of insurance satisfactory to Chapman University, with specific reference to the event described in this Agreement. Coverage must be written on an "occurrence" form and maintained throughout the term of the contract. With regard to coverages described under paragraphs A above:
- By endorsement, the policy must reflect, "Chapman University, its trustees, officers, employees, faculty, and agents as an additional insured as their interest may appear with regard to the activity and/or operations under this Facilities Agreement."
 - By endorsement, the policy must include a provision that the coverage will be primary and will not participate with nor be excess over any valid and collectible insurance or program of self-insurance carried or maintained by the University.

- iii. It is agreed that the provisions under (i), and (ii) above shall only apply in proportion to and to the extent of the negligent act or omissions of the Client, its officers, agents, or employees.
 - iv. By endorsement, the policy must reflect Waiver of Subrogation in favor of Chapman University.
 - v. Where required "by endorsement," the presence of such endorsement must be noted on the Certificate of Insurance and a separate insurer issued endorsement must accompany the Certificate of Insurance.
- C. Insurance maintained by Client shall apply on a first dollar basis. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by Chapman University. The client herein acknowledges their responsibility for any losses that fall under a deductible or self-insured retention.
- D. It is agreed herein that the coverage, limits, and conditions referred to under A, B, and C above shall not in any way limit the liability of the Client. The Client shall furnish the University with Certificates of Insurance evidencing compliance with all requirements 30 days prior to commencement of this Agreement. Such certificates shall:
- i. Provide for thirty (30)-days advance written notice to the University of any modification, change, or cancellation of any of the above insurance coverage. The Certificate of Insurance must reflect wording as follows: "Should any of the described policies be cancelled or coverage and/or limits reduced or materially altered prior to the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder named to the left."
 - ii. The above-described Certificate of Insurance will be due in the Conference Services Office by June 5, 2010.
- E. Each insurance policy shall be issued by an insurance company authorized to do business in the State of California or eligible surplus lines insurer acceptable to the State and having agents in California to whom service of process may be made, and currently rated by A.M. Best as "(A-) IX" or better
- F. The Client shall provide the University with Certificates of Insurance in conformance with the above requirements for any companies providing services to Client in connection with this Agreement.

8. USE

All individuals and Clients in their use and occupancy of University property shall comply with all applicable laws, rules and regulations, including University regulations. Any use of the University Facilities contrary to or in violation of any applicable law, rule or regulation shall bar such individual or Client from any further use of such Facilities.

The Client shall use the Facilities for the purposes as stated above and no other

The University reserves the right to reassign facilities to assure maximum and most appropriate utilization of University facilities, to revoke campus privileges, including residency in its buildings, of any occupant whose conduct becomes, in the University's opinion, injurious or potentially injurious to the residential community, to assign alternate housing and/or meeting space commensurate with reduced space needs should the actual number of participants fall below the attendance expected based upon the reserved space, to terminate the reservation of the Client should unforeseen emergencies occur making it inadvisable, illegal, or impossible to provide the facilities, and/or to add or delete from these policies any clause(s) whatsoever upon timely notification.

Use and occupancy of University property shall be primarily for University purposes. Any authorized use or occupancy of the Facilities or property by anyone, including Client, for other than University purposes shall be subordinate to such primary purposes.

No use or occupancy of University property will be permitted if the University Officials in the exercise of its discretion determines that such use or occupancy is prohibited by law, will interfere with the use of the property for University purposes or will result in picketing, rioting, disturbance of the peace or other disruption of University activities, or in damage to the property or alterations which may render it unfit for, or may interfere with its proper use for, University purposes.

During the Client's use of Facilities, the University shall have access to the Facilities as necessary to the University's use of its adjoining properties and to assure compliance with this Agreement.

9. UNIVERSITY POLICIES

MEDICAL SERVICES: It is understood and agreed that the University shall furnish no medical services to the Client or the Client's guests or employees.

ANIMALS: The Client is not permitted to have animals on campus.

AMPLIFIED SOUND: Chapman University has very strict policies about outdoor amplified sound. The Conference Office must approve all amplified sound.

SMOKING: No smoking shall be permitted in university buildings.

EQUIPMENT: Individuals or Clients who wish to bring any equipment on campus must obtain prior approval from the University Conference Office, and must agree to waive any University liability or responsibility regarding any and all damage to, or theft of, said equipment.

CONFERENCE PROGRAM: The University may require that it be furnished, within a reasonable period in advance of the scheduled Conference, with a complete program of the Conference, with copies of all talks and addresses and the script of any entertainment proposed to be given on the University property. If such copy reasonably demonstrates that the program will be in violation of law or of these rules and regulations, the proposed use shall not be permitted.

USE OF UNIVERSITY NAME: The Client will not use the Chapman University name in any advertisement material, brochure, mailer or any similar item in a manner that infers that the University is a sponsor/co-sponsor or in any way affiliated with the user group. The University's name may only be used for reference of event location unless written approval has been granted by the Executive Vice President / Chief Operating Officer or designee.

10. LEGAL ISSUES

DAMAGE: The Client agrees to leave the Facilities and premises of the University in the same condition as at the commencement of the Conference and to pay the cost of extraordinary cleaning necessitated by the use of such Facilities and premises by the Client. The Client shall be liable for any damage to the Facilities or property therein which may be caused by any act or negligence of the Client, its employees, agents, and other individuals using the Facilities with its consent, and the University may, at its option, repair such damage, and the Client agrees to reimburse and compensate the University for the total cost of such repair or damage, within five (5) days of receiving a statement by University for the same.

PROPERTY OF THE CLIENT: The University is not responsible for lost, stolen or damaged property of the Client, its conferees or their guests.

RELICENSING OF SPACE: The University reserves the right to relicense all Facilities covered by this Agreement if this Agreement is not signed, returned to the University, and deposit paid by the due date listed herein.

INDEMNITY: Both parties shall conduct their activities upon the University premises so as not to negligently, recklessly or willfully endanger any person lawfully thereon. Each party will be responsible for its own negligent, reckless or willful acts or omissions, and will indemnify, defend and hold the other harmless from any and all claims, demands, loss, liability, costs, and expenses arising out of or resulting from its own negligent, reckless or willful acts or omissions. Such obligations will be for the benefit of the officers, trustee, agents, and employees of the respective parties. The foregoing obligations are in addition to, and not in lieu of, the other obligations of the parties under this agreement.

ASSIGNABILITY: The Client may not sublet or sublicense any portion of the Facilities or assign, mortgage, encumber, or otherwise transfer this Agreement without prior written consent of the University. Any consent by the University shall not constitute a waiver of this provision for any future assignment, encumbrance, sublease or transfer or a release of the Client from its obligations under this Agreement.

ATTORNEYS' FEES AND EXPENSES: If any action at law or in equity is commenced to enforce any of the provisions or rights under this Agreement, the unsuccessful party to such litigation, as determined by the court in a final judgment or decree, shall pay the successful party or parties all costs, expenses, and reasonable attorneys' fees incurred by the successful party or parties (including, without limitation, costs, expenses and fees on any appeals), and if the successful party recovers judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included as part of the judgment.

CONSENT TO ARBITRATION: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Conference Agreement, including any claim based on contract, tort, or statute, shall be resolved, at the request of any party to this Agreement, by final and binding arbitration administered by and in accordance with the then existing Rules of Practice and Procedures of Judicial Arbitration & Mediation Services, Inc. Unless the parties otherwise agree, the arbitrator shall apply California substantive law, and the California Evidence Code to the proceeding. The arbitrator shall prepare in writing and provide to the parties an award including factual findings and the reasons on which the decision is based. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure section 1286.2 or 1286.6 for any such error. The arbitration shall be conducted in Orange County, California.

AMERICANS WITH DISABILITIES ACT: It is the responsibility of the University to exercise reasonable effort in assuring that its Facilities are accessible to people with disabilities in a manner consistent with the guidelines of the Americans With Disabilities Act, provided that the Client uses reasonable effort to determine and report to University any special needs that may exist. The Client must insure that program activities covered under this Agreement are consistent with and comply with all legal requirements, including the requirements of the Americans With Disabilities Act. This includes, if necessary, the provision of auxiliary services, such as sign language interpreters. The Client is responsible for providing accommodations for special needs of participants including interpreters, guides, handicap vans, etc.

CATASTROPHES: In the event the Facilities licensed hereunder are unavailable due to destruction, partial or total, or for any other reason beyond the control of the University, including acts of God, natural disasters, strikes, or actions by governmental agencies, the University shall have the right to terminate this Agreement by refunding all deposits due to the Client. The Client shall have no right nor claim against the University for any damages it suffers as a result of such cancellation.

GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of California.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof and supersedes any and all prior agreements, whether written or oral, regarding the subject matter hereof.

AUTHORITY: The person signing this Agreement on behalf of the Client represents that (s)he is duly authorized to bind the Client to all the terms, conditions, and requirements of this Agreement.

11. ACCEPTANCES

The organization acknowledges by signing this Conference Agreement that its primary purpose is to provide an educational program for the benefit of those who attend.

We the undersigned, do hereby enter into this Conference Agreement, as witnessed by our signatures below.

For Chapman University

By _____
Signature

Print Name

Title

Date

For the Client

By  _____
Signature

Rancho Santiago Com. College District

Print Name

Vice Chancellor of Business
Operations & Fiscal Services
Title

Date

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

To: Board of Trustees	Date: May 10, 2010
Re: Approval of 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.

Fiscal Impact:	None	Board Date: May 10, 2010
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Carol Comeau, Dean of Science, Mathematics, and Health Sciences	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

KAPLAN NURSING

Integrated Testing with NCLEX-RN® Preparation Agreement

This Integrated Testing Agreement (the "Agreement") is entered into as of the 10th day of May, 2010 by and between **Kaplan, Inc.**, a corporation organized under the laws of the State of Delaware, with offices at 1440 Broadway, 8th Floor, New York, NY 10018 ("Kaplan") and **Rancho Santiago Community College District** on behalf of **Santa Ana College** (hereafter known as "SANTA ANA COLLEGE") with its principal office at 1530 West 17th Street, Santa Ana, CA 92706 (each, a "party" and collectively, "parties").

WHEREAS Kaplan has developed a test review program to prepare students and international nurses for the NCLEX-RN® examination (the "NCLEX-RN® Review Course") and holds certain trademarks, copyrights and the know-how in the written and online materials (the "Course Materials") and methods and processes relating to the NCLEX-RN® Review Course;

WHEREAS Kaplan has developed a series of tests designed to evaluate the nursing knowledge of students in an undergraduate program leading to RN licensure (the "Integrated Testing Program") and holds certain trademarks, copyrights and the know-how in the written and online materials (the "Course Materials") and methods and processes relating to the Integrated Testing Program;

WHEREAS, Kaplan has been conducting the NCLEX-RN® Review Course and Integrated Testing Program at the Kaplan Test Prep & Admission Centers, online, via home study, and on the campuses of various universities; and

WHEREAS, SANTA ANA COLLEGE desires to have Kaplan provide the Integrated Testing Program, Kaplan faculty for the NCLEX-RN® Review Course sessions to its students at SANTA ANA COLLEGE and Kaplan desires to provide such teaching faculty and staff, products and services in relation to the Integrated Testing Program and the NCLEX-RN® Review Course ("Deluxe Integrated Testing") on the terms and conditions of this Agreement;

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. KAPLAN'S OBLIGATIONS

During the Term of this Agreement and subject to the terms and conditions set forth below, Kaplan undertakes to:

1.1. Provide Integrated Testing with NCLEX-RN Review Course to SANTA ANA COLLEGE. This program is comprised of the Integrated Testing Program, NCLEX-RN® Question Bank ("Qbank") and the NCLEX-RN® Review Course Classroom, Live Online, or Online.

1.1.1. Integrated Testing Program includes student access to the Kaplan admission test, standard secured tests, modularized case studies, *The Basics* book, online student remediation, Dean's summary of aggregate and individual student results, and student access to thirty-two (32) online unsecured Focused Review Tests with explanations.

- 1.1.2. NCLEX-RN® Review Course, given after graduation, includes *The Course Book*, NCLEX-RN® Qbank, online Question Trainer practice tests, 7 three-hour teaching sessions (or equivalent configuration), 2 three-hour testing sessions delivered via classroom, live online, or online, plus three months access to online and Kaplan center study centers.
- 1.2. Customize any of our standardized end-of-course exams to ensure that it maps to your curriculum. We will customize any of our exams one time for no additional charge. The request for the customized test must be submitted in writing via email to Kaplan Nursing at the start of the semester/term the customized test is needed. Customized tests will undergo statistical analysis as sufficient numbers of students complete the tests.
- 1.3. Provide SANTA ANA COLLEGE with immediate individual student test analysis and summary of aggregate results in real-time to measure performance against a national norm, for Integrated Tests that have completed norming.
- 1.4. Will deliver 7 three-hour teaching sessions of live or online instruction for NCLEX-RN Review plus 2 three-hour testing sessions. The type (classroom or online), schedule and location of classes will be determined by mutual agreement of both parties. Rooms provided for classes taught at SANTA ANA COLLEGE will be provided at no charge to Kaplan.
- 1.5. Provide a teacher(s) and pay all teaching expenses for Kaplan NCLEX-RN® Review Classroom or live online classes.
- 1.6. Provide the Academic and Lab Administrators designated by SANTA ANA COLLEGE with training and support necessary to execute the functions of the Integrated Testing Program.
- 1.7. Provide one *The Basics* book for each student designated to be a participant in Integrated Testing program and for each SANTA ANA COLLEGE faculty member. *The Basics* book will be shipped in bulk to SANTA ANA COLLEGE within 10 days of both parties signing the Agreement.
- 1.8. Provide one Home Study Kit for each graduating nursing student enrolled in the Kaplan NCLEX-RN® Review Courses. Home Study Kits will be shipped in bulk within 10 days of the class start to SANTA ANA COLLEGE in numbers equal to the number of nursing students on the roster provide by SANTA ANA COLLEGE . The Home Study Kit consists of: *The Course Book* to review nursing content frequently tested on the NCLEX-RN® exam.
- 1.9. Arrange for the shipment of the product materials as described in 1.2 to the Client, such materials to be shipped and paid for according to Section 3 of this Agreement to the following address:

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

1.10. Kaplan will allow SANTA ANA COLLEGE use of updated versions of the Review Course product without additional remuneration to Kaplan while the Terms and Conditions of this Agreement are in effect.

1.11. For the purposes of this Agreement, a Kaplan Program Participant is defined as any nursing student identified to Kaplan by SANTA ANA COLLEGE for whom Kaplan has received the payment of the Tuition Fee as described herein and whom SANTA ANA COLLEGE has deemed eligible for participation in the Deluxe Integrated Testing Program.

1.12. Kaplan may modify the Course Materials at Kaplan's sole discretion at any time without prior notice to SANTA ANA COLLEGE. Kaplan will nevertheless make reasonable efforts at its discretion to give advance notice to SANTA ANA COLLEGE of scheduled, substantive changes to the Course Materials.

2. SANTA ANA COLLEGE'S OBLIGATIONS

In connection with the teaching services to be provided by Kaplan and in addition to other SANTA ANA COLLEGE covenants contained herein, SANTA ANA COLLEGE undertakes to do the following:

- 2.1.** Provide Kaplan with a written roster of Program Participants for each cohort at the start of each semester of the Integrated Testing program and again at least thirty (30) days in advance of their Review Course start date and payment of each semester's tuition installment fee in full to initiate and maintain the Integrated Testing Program with NCLEX-RN Review Course.
- 2.2.** Administer the Integrated Tests as proctored exams in a supervised setting to guarantee the security of test materials.
- 2.3.** Designate an Academic Administrator for the Integrated Testing Program.
- 2.4.** Provide a classroom(s) for the Classroom Kaplan review sessions at SANTA ANA COLLEGE free of charge upon a schedule mutually agreed upon by the parties.
- 2.5.** 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.

3. COMPENSATION

- 3.1.** In consideration of the teaching services and products to be provided by or on behalf of Kaplan during the Term of this Agreement, SANTA ANA COLLEGE students shall pay Kaplan the tuition fees for the delivery of the Deluxe Integrated Testing Product ("Tuition Fees") as set forth below in this Section 3.

- 3.2. The terms of this agreement apply to all of SANTA ANA COLLEGE's active RN students during the period that the Integrated Testing program is in use. It is understood by all parties that the number of students beginning in any given cohort may change over time due to attrition or for other reasons. Only active RN students will be required to pay a tuition fee each semester. If, however, for any reason, the number of Program Participants on the written rosters provided at the start of any semester falls below 50% of the average number of expected participating students as listed in Appendix A below, then SANTA ANA COLLEGE agrees that it will pay Kaplan Tuition Fees for 50% of these expected participating students as listed in Appendix A below
- 3.3. SANTA ANA COLLEGE students will pay Kaplan Tuition Fees for each Program Participant enrolled in the Kaplan and Lippincott, Williams & Wilkins Integrated Testing Program with NCLEX-RN® Review using pricing as described in Appendix A below. The number of students listed in Appendix A are just estimates. Kaplan will collect payments each semester only from students described in rosters submitted by SANTA ANA COLLEGE each semester. Payments from students are due within thirty (30) days of Kaplan's receipt of rosters. If students have not made payments within thirty (30) days of Kaplan's receipt of rosters, their accounts will be turned off and won't be turned back on again until they have paid.
- 3.4. All payments of Tuition Fees and other amounts due to Kaplan hereunder shall be made free and clear of any deductions or withholdings for taxes, levies, duties or charges of any kind. It is understood that despite any currency fluctuation, Kaplan shall receive all payments in U.S. dollars as set forth in this Section 3.

4. OWNERSHIP OF COURSE MATERIALS

Nothing contained herein shall constitute a grant to SANTA ANA COLLEGE or any third party of any license of or to the Course Materials. SANTA ANA COLLEGE acknowledges that the Course Materials and all intellectual property rights thereto, including copyrights in the written, electronic and oral materials prepared by, delivered or performed by or on behalf of Kaplan, are and shall remain the sole and exclusive property of Kaplan. If requested by Kaplan, SANTA ANA COLLEGE shall execute whatever documents may reasonably be required to confirm the ownership rights of Kaplan to any of Course Materials. SANTA ANA COLLEGE acknowledges and agrees that, without Kaplan's prior written consent, it and its officers, employees and agents will not make any copies of or otherwise reproduce Course Materials which may be provided to SANTA ANA COLLEGE or Kaplan Program Participants under this Agreement, in part or in full, in any form or medium and will use best efforts to prevent Kaplan Program Participants from copying or otherwise reproducing the Course Materials. SANTA ANA COLLEGE shall promptly notify Kaplan if it becomes aware of any possible infringement of Kaplan's ownership rights in and to the Course Materials and SANTA ANA COLLEGE shall cooperate with Kaplan in good faith in taking whatever legal or other action may be appropriate under the circumstances. SANTA ANA COLLEGE shall promptly return to Kaplan any unauthorized copies of Course Materials that come into its possession or control.

5. CONFIDENTIALITY AND PUBLICITY

SANTA ANA COLLEGE shall, during the term of this Agreement and also for three (3) years thereafter, keep in strict confidence and shall not use for any purposes other than for such purposes granted or permitted under this Agreement the execution of this Agreement itself and any substance thereof, and any confidential information of the other party that comes into its possession pursuant to, as a result of, or in the performance of this Agreement.

5.1. The above confidentiality obligation shall not apply to any information that: (a) is generally known to the public without the default of the information-receiving party; (b) is independently developed by the information-receiving party; (c) the information-receiving party receives from a third party who has no confidential obligation for such information; (d) is already known to the receiving party prior to receipt of such information; or (e) is disclosed pursuant to the valid and verifiable legal process of a government agency or a court of law.

5.2. 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 Kaplan Program Participants in the normal course of business as contemplated by this Agreement shall not constitute a public announcement or press release.

6. REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

6.1. 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 Course Materials used by Kaplan in providing the Program infringe any personal, intellectual property or other rights of any third party. Kaplan agrees to indemnify and hold harmless SANTA ANA COLLEGE and its trustees officers, employees and agents from and against all 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 or arising out of or related to trademark, libel, defamation, copyright or patent infringement (right of publicity, right of privacy, defamation) or any other actions or claims relating to the use of the Course Materials.

6.2. SANTA ANA COLLEGE 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. SANTA ANA COLLEGE agrees to indemnify and hold harmless Kaplan and its subsidiaries, affiliates, directors, shareholders, officers, employees and agents from and against all claims, damages, costs and expenses (including reasonable attorneys' fees and litigation expenses) arising out of or as a result of its breach of this Agreement, any breach of its representations and warranties herein, or 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 Kaplan is providing the NCLEX-RN® Review Course.

6.3. 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.

7. TERM AND TERMINATION

- 7.1. This Agreement shall remain in full force and effect commencing on the date first above written and terminating two years later thereof (the "Term") unless earlier terminated as provided in this Section 7.
- 7.2. If either party (i) fails to make any payment of money to the other party when due hereunder; or (ii) 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 and all amounts owed hereunder shall become immediately due and payable.
- 7.3. In the event either party becomes insolvent, is adjudicated bankrupt or otherwise is unable to meet its financial commitments as they become due, or is subject to voluntary or involuntary dissolution proceedings, the other party may elect to terminate this Agreement by giving the insolvent party written notice of such election, such notice to be effective upon receipt unless otherwise provided therein.
- 7.4. If, prior to the expiration of the term of this Agreement, any federal, state or local regulatory body, including but not limited to, the Center for Medicare and Medicaid Services (CMS), the Department of Health and Human Services (HHS) or the Internal Revenue Service (IRS) determines that this Agreement is illegal or jeopardizes either party's tax status or otherwise materially affects either party's business, the Board of Trustees (Directors) of either party (or authorized manager if unincorporated) in its reasonable discretion may terminate this Agreement with such notice as it deems appropriate.
- 7.5. Upon termination of this Agreement, including any early termination, SANTA ANA COLLEGE shall, within ten (10) business days of any such termination, at its sole expense, deliver to Kaplan all of the Course Materials then in its possession or control and shall cease to make any of the Course Materials available to Kaplan Program Participants, SANTA ANA COLLEGE students or any other persons immediately upon any such termination.

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.

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 SANTA ANA COLLEGE 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 SANTA ANA COLLEGE 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 AND FITNESS FOR A PARTICULAR PURPOSE REGARDING SUCH SUBJECT MATTER.

11. GENERAL PROVISIONS

11.1. This Agreement shall be binding on, and enforceable against, each of the signatories hereto as of the date first above written.

11.2. SANTA ANA COLLEGE shall not, directly or indirectly, sell, transfer or assign, in whole or in part, convey, pledge, encumber or otherwise dispose of this Agreement or any of its rights and obligations hereunder without the prior consent in writing of Kaplan.

11.3. The captions and headings in this Agreement have been inserted solely for convenience of reference and shall not affect the interpretation of this Agreement.

11.4. 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, and neither of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter of this Agreement, other than as expressly provided hereof in writing and signed by proper and duly authorized representative of the party to be bound thereby.

11.5. 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
1440 Broadway, 8th floor
New York, NY 10018
Attention: Jon Zertlin
Fax: 212-208-2691

with a copy to:

Kaplan Test Prep and Admissions
1440 Broadway, 8th floor
New York, NY 10108
Attention: Division Counsel

If to SANTA ANA COLLEGE .

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

with a copy to:

Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
Attention: Vice Chancellor of Business Operations/Fiscal
Services

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

- 11.6. Kaplan and SANTA ANA COLLEGE are entering this Agreement as independent contractors, each with certain rights and obligations as set forth herein. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, agency, employment, fiduciary or other relationship between Kaplan and SANTA ANA COLLEGE. Kaplan acknowledges no employer's taxes will be withheld from compensation paid by SANTA ANA COLLEGE. Neither Kaplan nor any employees of Kaplan shall be entitled to any employee benefits which are from time to time paid or made available by SANTA ANA COLLEGE to qualified employees.
- 11.7. 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.

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

KAPLAN, INC.

By: _____ Date _____
Jon Zertlin, M.Ed.
General Manager, Kaplan Nursing

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

Appendix A

Estimated number of students and associated pricing

Santa Ana College

Cohort Grad Date	Dec., 2010	May, 2011	Dec., 2011	May, 2012	Dec., 2012	May, 2013	Dec, 2013	
Billing Period								Tot:
Sept., 2010	60	60	60	60				
Jan., 2011		59	59	59	60			
Sept., 2011			58	58	59	60		
Jan., 2012				57	58	59	60	
Cost per semester	\$300.00	\$175.00	\$133.33	\$112.50	\$112.50	\$112.50	\$112.50	
Total cost per student	\$300.00	\$350.00	\$400.00	\$450.00	\$450.00	\$450.00	\$450.00	
Total contract value								

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

To: Board of Trustees	Date: May 10, 2010
Re: Approval of New Pharmacy Technology Agreement – Target #2421	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This new clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall remain in effect for five (5) years or until terminated by either party. The agreement has been reviewed by Dean Bart Hoffman and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Target #2421 in Anaheim, California.

Fiscal Impact: None	Board Date: May 10, 2010
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

**STANDARD CLINICAL AFFILIATION AGREEMENT
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this 10th day of May, 2010 by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and Target 2421 ("Clinical Facility"), located at 101 South Euclid Street, Anaheim, CA 92802.

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 in 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 Target 2421, 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 as identified and described in this Agreement; and

4.3 (2)

SAC-10-017

Standard Clinical Agreement
Pharmacy Tech

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.
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 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, polices, 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 Instructor (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).** Although the Instructor assigns the grade for the student, Clinical Facility via a Clinical Advisor may 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 clinical rotation and shall arrange formal orientation to the facility for the faculty and students.
13. **Supervision of Students.** The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) 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 rules, regulation, 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 provided 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.

4.3 (4)

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 Instructor (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Instructor evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Instructor. 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. **Access to Clinical Facility's Services/Facilities.** Clinical Facility agrees to provide students with access to the medical library, parking, lockers, food services and first aid where the Clinical Facility has those types of services/facilities available 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 coverages are in effect while the student is on-site at Clinical Facility.

23. Insurance Carried By Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

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

24. Student Health Records. Any student participating in a rotation shall provide verification of annual T.B. screening. This record shall be maintained in the Department of Pharmacy Technology at the College.

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 Records. 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.

4.3 (6)

SAC-10-017

Standard Clinical Agreement
Pharmacy Tech

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 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 no-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 May 10, 2010, and shall remain in effect until May 10, 2015, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, 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:

ATTN: _____

To College:

Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706
Attn: Pharmacy Technology

With a copy to:

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

- 33. Accreditation. The Clinical Facility shall be accredited by the appropriate organization, i.e., the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, or the National Committee on Quality Assurance.
- 34. Adequate Facilities. The Agency shall have adequate facilities to carry out services that meet, when applicable for pharmacy technician extern training, the intent of the "American Society of Health-System Pharmacist (ASHP) Guidelines: Minimum Standard for Pharmacies in Institutions" or "ASHP Guidelines on Pharmaceutical Services for Ambulatory Patients".
- 35. 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

JBH **Rancho Santiago Community College District**

By: _____

By: _____

Printed Name: _____

Printed Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations & Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Student Services Division**

To: Board of Trustees	Date: May 10, 2010
Re: Approval of Amendment to Affiliation Agreement with CRC Sign Language Interpreting Services, Inc.	
Action: Request for Approval	

BACKGROUND

The American's with Disabilities Act and Section 504 of the Rehabilitation Act require community colleges to provide access to programs offered to all students. Often because of their physical limitations, deaf and hard of hearing students (DHH) cannot participate in their classes without the services of a sign language interpreter. Santa Ana College has seen an increase in enrollment of DHH students requiring the services of sign language interpreters. RSCCD employs short term, hourly professional experts: sign language interpreters to provide this highly specialized service. The RSCCD currently holds a contract for this service with CRC, Inc. and finds it necessary to amend this agreement to allow for continuation of services.

ANALYSIS

The proposed amendment to the contractual affiliation agreement with CRC Sign Language Interpreting Services, Inc. will yield appropriately qualified interpreters on an as needed basis. The contractual agreement covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. This amendment extends the period of performance of this agreement and includes a yearly estimate of costs. The agreement has been reviewed and approved by college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment to the affiliation agreement with CRC Sign Language Interpreting Services, Inc. to extend the term of the agreement and for services estimated at \$130,000 per fiscal year.

Fiscal Impact:	Estimated at \$130,000	Board Date: May 10, 2010
Prepared by:	Jane Mathis, Associate Dean DSPS, Santa Ana College Sara Lundquist, Ph.D., Vice President of Student Services	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

FIRST AMENDMENT
TO
AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
and
CRC Sign Language Interpreting Services, Inc.
7210 Jordan Avenue A-19, Canoga Park, California 91303

This amendment is entered into this 10th day of May, 2010, between Rancho Santiago Community College District (DISTRICT) on behalf of Santa Ana College and CRC Sign Language Interpreting Service, Inc.

This amendment shall amend and modify the Agreement as follows:

WHEREAS, the DISTRICT and CRC Interpreting Services agree to extend the period of performance of this agreement and to include a yearly estimate of costs.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Compensation:** For the services provided by the service provider under this Agreement, the Customer will pay to the service provider compensation in the following manner: The Customer shall pay the Service Provider the total amount of \$65.00/hour with a two-hour minimum per interpreter for services. The need for two interpreters will be determined at the time of customer request and used when agreed upon by both the Service Provider and Customer. Any assignment over the two-hour minimum will be billed in half-hour increments. The amount of the contract is estimated at \$130,000 per fiscal year.
2. **Term of Agreement:** The term of this Agreement and the subsequent amendment will continue and remain in full force and effect through June 30, 2011 with the said term being capable of extension by mutual agreement of the parties.

IN WITNESS HEREOF, the parties have executed this first Amendment to the Agreement between Rancho Santiago Community College District (DISTRICT) and CRC Sign Language Interpreting Services.


RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

Title: President – CRC Sign Language
Interpreting Services, Inc.

Date: _____

By: _____

Printed Name: Peter J. Hardash 
Vice Chancellor
Business Operations/Fiscal Services

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Student Services: Disabled Student Programs and Services

To:	Board of Trustees	Date: May 10, 2010
Rc:	Approval of Amendment to Affiliation Agreement with QuickCAPTION for CART (Computer Aided Real-Time Transcriptionist) Services	
Action:	Request for Action Approval	

BACKGROUND

The American's with Disabilities Act and Section 504 of the Rehabilitation Act require community colleges to provide access to programs offered to all students. Often because of their physical limitations, deaf and hard of hearing students (DHH) cannot participate in their classes without the services of an appropriate reasonable accommodation. Sometimes the deaf student does not know sign language and therefore cannot benefit from the provision of a sign language interpreter. In these cases the reasonable accommodation provided is that of a Real-Time Computer Aided Transcriptionist (CART). Students who can appropriately benefit from CART services are often raised in an oral environment (non-signing) or have lost their hearing after learning aural/oral language. In addition to this, the student must have mastery of the English language and appropriate reading skills. In this past semester RSCCD has seen an increase in enrollment of oral deaf students not able to benefit from sign language interpreters and require the services of CART

ANALYSIS

RSCCD employs short term, hourly professional experts as sign language interpreters to provide the more 'traditional' accommodation for DHH students. However these individuals are not qualified to provide CART services. Transcription skills are developed in a specialized setting and require additional certification for speed and accuracy using a stenotype machine and software. The proposed contractual affiliation agreement with QuickCAPTION will yield appropriately qualified captionists on an as needed basis who will provide their own equipment and software. If RSCCD were to hire individuals directly for the provision of this accommodation the district may be required to purchase the expensive stenographic equipment and software needed to provide the service. The contractual agreement covers the scope of program operations of the facility, as well as insurance and other issues relating to liability for both parties. This amendment extends the period of performance of this agreement and includes a yearly estimate of costs. The agreement has been reviewed and approved by college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the amendment to the affiliation agreement with QuickCAPTION to extend the term of the agreement and CART services estimated at \$90,000 per fiscal year.

Fiscal Impact:	\$90,000	Board Date: May 10, 2010
Prepared by:	Jane Mathis, Associate Dean DSPPS, SAC Sara Lundquist, Ph.D., Vice President of Student Services, SAC	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

FIRST AMENDMENT
TO
AGREEMENT
BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
and
Quick CAPTION
4927 Arlington Avenue, Riverside, CA 92504

This amendment is entered into this 10th day of May, 2010 between Rancho Santiago Community College District (DISTRICT) on behalf of Santa Ana College and Quick CAPTION, Inc. for Computer Aided Real-Time Captionist Services.

This amendment shall amend and modify the Agreement as follows:

WHEREAS, the DISTRICT and Quick CAPTION agree to extend the period of performance of this agreement and to include a yearly estimate of costs.

NOW, THEREFORE, it is mutually agreed as follows:

1. **Term of Agreement:** The term of this Agreement and the subsequent amendment will continue and remain in full force and effect through June 30, 2011 with the said term being capable of extension by mutual agreement of the parties.

2. **Compensation:** For the services provided by the service provider under this Agreement, the Customer will pay to the service provider compensation in the following manner: The Customer shall pay the Service Provider the total amount of \$57.00/hour with a two-hour minimum per captionist for services. The need for two captionists will be determined at the time of customer request and used when agreed upon by both the Service Provider and Customer. Any assignment over the two-hour minimum will be invoiced in 15-minute increments for those classes/assignments ending at five (:05) or ten (:10) minutes after the hour or half hour. All assignments/classes ending at any other times will be invoiced at in half hour (30 min) increments. The amount of the contract is estimated at \$90,000 per fiscal year

IN WITNESS HEREOF, the parties have executed this first Amendment to the Agreement between Rancho Santiago Community College District (DISTRICT) and Quick CAPTION.


Quick CAPTION

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: _____

By: _____

Title: President, Antha Ward

Printed Name: Peter J. Hardash 
Vice Chancellor
Business Operations/Fiscal Services

Date: _____

Date: _____

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of RENEWAL of Affiliation Agreement: City of Anaheim for Fire Technology	
Action:	Request for Approval	

BACKGROUND

This is a standard update of an existing inter-agency fire instructional services agreement with the City of Anaheim. This agreement will result in registering 175 students and produce 30.31 FTE annually in the Fire Technology Program. The expenditures under this agreement will be about \$39,785 annually.

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 until terminated by the written notice of either party. It has been reviewed by Dean Bart Hoffman and the Santa Ana College program administrators.

RECOMMENDATION

It is recommended that the Board of Trustees approve this renewal of affiliation agreement with the City of Anaheim for Fire Technology in Anaheim, California.

Fiscal Impact:	\$39,785.00	Board Date: May 10, 2010
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr. Ed.D., Chancellor, RSCCD	

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S ANAHEIM BOULEVARD, SUITE 358
ANAHEIM, CA 92805
(714) 765-5168
FAX (714) 765-5123

A G R E E M E N T

THIS AGREEMENT, dated for purposes of identification only
this 10th day of April, 2010 is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation,
hereinafter referred to as "ANAHEIM,"

A
N
D

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT,
hereinafter referred to as "DISTRICT." on behalf of Santa Ana College

W I T N E S S E T H:

WHEREAS, ANAHEIM has the personnel, equipment and expertise to conduct training of
ANAHEIM Fire Department personnel in various areas related to the fire service; and

WHEREAS, DISTRICT has training funds available to provide ANAHEIM in
exchange for ANAHEIM providing fire service training to ANAHEIM employees as part of the
curriculum at RANCHO SANTIAGO COMMUNITY COLLEGE (hereinafter "COLLEGE"); and

WHEREAS, the public interest, convenience and general welfare will be served by
this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL
PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES
HERETO AGREE AS FOLLOWS:

1. SCOPE OF SERVICES

1.1 DISTRICT's Responsibilities:

A. Job Market Study: Prior to establishment of this vocational or
occupational training program, DISTRICT's governing board shall conduct a job market study of
the labor market area and determine that the results justify the proposed vocational education
program.

1 B. Educational Program: DISTRICT is responsible for the
2 educational program that will be conducted on site.

3 C. Supervise and Control Instruction: The instruction to be claimed
4 for apportionment under this contract shall be under the immediate supervision and control of a
5 DISTRICT employee who has met the minimum qualifications for instruction in a vocational
6 subject in a California community college.

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

13 E. Qualifications of Instructors. DISTRICT shall list the minimum
14 qualifications for instructors teaching these courses. Such qualifications shall be consistent with
15 requirements in other similar courses given within the DISTRICT.

16 F. DISTRICT's Control of and Direction for Instructors.
17 DISTRICT shall provide instructors with an orientation, instructors manual, course outlines,
18 curriculum materials, testing and grading procedures, and any of the other necessary materials and
19 services that it would provide to its regular instructors on campus.

20 G. Courses of Instruction. These are specified in Attachment A to
21 this Agreement. It is the DISTRICT's responsibility to insure that the outlines of record for such
22 course are approved by the DISTRICT's curriculum committee as meeting Title 5 course
23 standards, and that the courses have been approved by the DISTRICT's board of trustees.

24 H. Different Sections of Courses. DISTRICT shall have procedures
25 that insure that faculty teaching different sections of the same course teach in a manner consistent
26 with the approved outline of record for that course. Such procedures apply to the faculty and
27 courses that are the subject of this contract, and the students shall be held to a comparable level of
28 rigor.

1 I. Enrollment. DISTRICT will advise ANAHEIM of the enrollment
2 period, student enrollment fees, the number of class hours sufficient to meet the stated
3 performance objectives, policy regarding the supervision and evaluation of students, and the
4 procedure applicable to the withdrawal of students prior to completion of a course or program.

5 J. Obtaining Approval of Degree and Certificate Program Is
6 DISTRICT's Responsibility. It is required that degree and certificate programs have been
7 approved by the State Chancellor's Office and courses that make up the programs must be part of
8 the approved programs, or DISTRICT must have received delegated authority to separately
9 approve those courses locally.

10 K. Classes Held Outside of DISTRICT. If the classes are to be
11 located outside the boundaries of the DISTRICT, the DISTRICT must comply with the
12 requirements of Title 5, concerning approval by adjoining high school or community college
13 districts and use of non-DISTRICT facilities.

14 L. Funding Source. DISTRICT shall certify that it does not receive
15 full compensation for the direct education costs of the courses from any public or private agency,
16 individual, or group;

17 M. Certification. DISTRICT is responsible for obtaining
18 certification verifying that the instruction activity to be conducted will not be fully funded by other
19 sources.

20 1.2 ANAHEIM's Responsibilities:

21 A. ANAHEIM shall diligently furnish to DISTRICT the services
22 and personnel to perform such services as set forth in Attachment "A" attached hereto and
23 incorporated herein by this reference.

24 B. ANAHEIM shall maintain records of student attendance and
25 achievement. Said records will be open for review at all times by DISTRICT and be submitted to
26 DISTRICT when requested to meet reporting requirements of the State Chancellor.

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28 2. TERM OF AGREEMENT

1 This Agreement shall commence in accordance with Paragraph 13 and shall
2 continue for a period of five (5) years unless terminated in accordance with Paragraph 8.

3 3 COMPENSATION

4 DISTRICT shall pay ANAHEIM for services and materials to be supplied
5 hereunder at a rate of Three Dollars and Fifty Cents (\$3.50) per student contact hour. ANAHEIM
6 shall invoice DISTRICT at the end of each semester, supplying mutually acceptable
7 documentation of student contact hours during the semester.

8 4 INDEMNIFICATION

9 ANAHEIM shall indemnify, defend and save the DISTRICT, its officers, agents
10 and employees harmless from any and all claims and losses accruing or resulting to any and all
11 contractors, subcontractors, laborers and any other persons, firms, or corporations furnishing or
12 supplying work, services, materials or supplies who may be injured or damaged by ANAHEIM in
13 the performance of this Agreement, and from any and all claims and losses accruing or resulting to
14 any person, firm or corporation who may be injured or damaged by ANAHEIM in the performance
15 of this Agreement. ANAHEIM shall provide necessary worker's compensation insurance for its
16 employees at ANAHEIM's own cost and expense.

17 DISTRICT shall indemnify, defend and save ANAHEIM, its officers, agents and
18 employees harmless from any and all claims and losses accruing or resulting to any and all
19 contractors, subcontractors, laborers and any other persons, firms, or corporations furnishing or
20 supplying work, services, materials or supplies who may be injured or damaged by DISTRICT in
21 the performance of this Agreement, and from any and all claims and losses accruing or resulting to
22 any person, firm or corporation who may be injured or damaged by DISTRICT in the performance
23 of this Agreement. DISTRICT shall provide necessary worker's compensation insurance for its
24 employees at DISTRICT's own cost and expense.

25 5. ENTIRE AGREEMENT

26 This writing constitutes the entire agreement between the parties with respect to the
27 subject matter hereof, and supersedes all oral or written representations or written agreements
28

1 which may have been entered into between the parties. No modification or revision shall be of a
2 force or effect, unless the same is in writing and executed by the parties hereto.

3 If any provision of this Agreement shall be held invalid, such invalidity shall not
4 affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended
5 to be and shall be deemed severable. The parties shall agree, if reasonably practicable, upon
6 provisions which are equivalent from an economic point of view to replace any provision which is
7 determined to be invalid.

8 6. ASSIGNMENT

9 This Agreement is personal and shall not be assigned by ANAHEIM either in whole
10 or in part. Any such purported assignment voids this Agreement.

11 7. GOVERNING LAW

12 This Agreement shall be governed by the laws of the State of California. If any
13 portion of this Agreement is held invalid under any applicable statute or rule of law, then such
14 portion only shall be deemed invalid.

15 8. TERMINATION

16 Either ANAHEIM or DISTRICT may terminate this Agreement without cause upon
17 giving thirty (30) days prior written notice to the other party.

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

23 9. INDEPENDENT CONTRACTOR

24 ANAHEIM is at all times an independent contractor pursuant to this Agreement and
25 shall not, in any way, be considered to be an officer, agent or employee of DISTRICT.

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28 10. NO THIRD PARTY RIGHTS

1 The parties intend not to create rights in, or to grant remedies to, any third party as a
2 beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established
3 herein.

4 11. NOTICES

5 Notices and communication concerning this Agreement shall be sent to the
6 following addresses:

7 ANAHEIM

8 City of Anaheim
9 Attention: City Clerk
10 200 S. Anaheim Boulevard
11 Anaheim, CA 92805

CONTRACTOR

Assistant Dean or Associate Dean Fire Tech. Dept.
Rancho Santiago Community
College District
1530 W. 17th Street, A-113
Santa Ana, CA 92706

13 With a copy to:

14 Peter J. Hardash
15 Vice Chancellor, Business Operations/Fiscal Services
16 2323 N. Broadway
17 Santa Ana, Ca 92706

18
19 Either party may, by notice to the other party, change the address specified above.
20 Service of notice or communication shall be complete, if personally served, when received at the
21 designated address, or five (5) days after deposit of said notice or communication in the U.S. mail.

22 12. DESIGNATION OF AGENTS

23 The Fire Chief, or his or her designee, shall be responsible for the administration of
24 this Agreement for ANAHEIM.

25 Nothing contained in this section shall be construed to authorize the department
26 head to amend, cancel, waive, or otherwise modify any terms of this Agreement, except to the
27 extent such changes or modifications are expressly authorized by this Agreement.

28 13. EFFECTIVE DATE AND AUTHORITY

SAC-10-018

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DISTRICT and DISTRICT's signators represent that the signators are authorized to execute this Agreement on behalf of DISTRICT and to bind DISTRICT hereto.

The effective date of this Agreement shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto. In the event DISTRICT fails to set forth a date of execution opposite the name(s) of DISTRICT's signator(s), DISTRICT hereby authorizes ANAHEIM to insert the date of execution by DISTRICT's signator(s) as the date said Agreement, as executed by DISTRICT, is received by ANAHEIM.

14. EQUAL EMPLOYMENT OPPORTUNITY

The parties to this Agreement agree to promote equal employment opportunities through its policies and regulations. This means that both parties will not discriminate, nor tolerate discrimination, against any applicant or employee because of race, color, religion, gender, sexual orientations, national origin, age, disabled, or veteran status. Additionally, the parties will provide an environment that is free from sexual harassment, as well as harassment and intimidation on account of an individual's race, color, religion, gender, sexual orientation, national origin, age, disability, or veteran status.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

CITY OF ANAHEIM,
a municipal corporation

By _____
Mayor

DATE OF EXECUTION:

ATTEST:

City Clerk

"ANAHEIM"

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

DATE OF EXECUTION:

By: Peter J. Hardash *PH*
Vice Chancellor, Business Operations/ Fiscal
Services

"DISTRICT"

APPROVED AS TO FORM:
CRISTINA L. TALLEY, CITY ATTORNEY

By _____
Aaron C. Harp
Senior Assistant City Attorney

Date _____

76882

SAC-10-018

OFFICE OF THE CITY ATTORNEY
CITY OF ANAHEIM
200 S ANAHEIM BLVD, SUITE 358
ANAHEIM, CA 92805
(714) 765-6169
FAX (714) 765-5123

1 ATTACHMENT A
2 INTER-AGENCY SERVICES TO BE
3 PROVIDED BY ANAHEIM FIRE DEPARTMENT

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

8 2. Instructor Qualifications: All student contact hours submitted by ANAHEIM to
9 DISTRICT shall have been taught under the line of sight supervision of instructors who meet
10 DISTRICT's minimum or equivalent qualifications for hiring as part-time Fire Technology
11 Instructors. This expertise is furnished at the expense of ANAHEIM. The services include the use
12 of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

13 3. Non-overlap With Other Funding Sources: The above instructional hours are
14 conducted as full-time equivalent students (FTES) under courses through the Fire Technology
15 Department of DISTRICT, and ANAHEIM certifies that no student contact hours will be
16 submitted to DISTRICT which also have been or will be submitted for California Joint
17 Apprenticeship Committee, JPTA funding or state sponsored colleges.

18 4. Enrollment of Students: DISTRICT will supply current student enrollment forms to
19 ANAHEIM. ANAHEIM will return properly completed enrollment forms and enrollment fees to
20 DISTRICT. ANAHEIM recognizes that out-of-state tuition fees will be charged for students who
21 are not California residents. Student attendance and achievement records will be maintained by
22 ANAHEIM and will be available for review at normal business hours.

23 5. Instructional Activities: The Administrators of Rancho Santiago Community
24 College District and ANAHEIM and/or their designees will meet at mutually agreed intervals to
25 plan, review class hours to meet performance objectives, schedule and budget for instructional
26 activities; the joint consent of the District and ANAHEIM shall precede any instructional activity
27 and include supervision and evaluation of students and student withdrawals prior to completion of
28 a course.

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6. List of Course(s) Or Course Topics: DISTRICT will make available to ANAHEIM all courses listed in the course catalog and additional topics classes consistent with DISTRICT standards for curriculum adoption.

7. Services: DISTRICT and ANAHEIM will insure that ancillary and support services such as counseling, guidance, and placement assistance are available to all students and that enrollment in courses is open to any person who has been admitted to DISTRICT's colleges and has met applicable pre-requisites.

Check Registers Submitted for Approval
Checks Written for Period 04/19/10 thru 04/30/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
46814	General Fund Unrestricted	342.67	0.00	342.67	92*0244463	92*0244464
46815	General Fund Unrestricted	523.82	0.00	523.82	92*0244466	92*0244470
46817	General Fund Unrestricted	1,350.00	0.00	1,350.00	92*0244477	92*0244478
46821	General Fund Unrestricted	1,496.00	0.00	1,496.00	92*0244489	92*0244494
46823	General Fund Unrestricted	1,081.40	0.00	1,081.40	92*0244497	92*0244503
46824	General Fund Unrestricted	2,780.82	0.00	2,780.82	92*0244507	92*0244509
46825	General Fund Unrestricted	6,978.92	0.00	6,978.92	92*0244510	92*0244514
46826	General Fund Unrestricted	1,838.14	0.00	1,838.14	92*0244515	92*0244517
46827	General Fund Unrestricted	574.60	0.00	574.60	92*0244518	92*0244520
46828	General Fund Unrestricted	1,737.00	0.00	1,737.00	92*0244521	92*0244522
46831	General Fund Unrestricted	312.80	0.00	312.80	92*0244529	92*0244531
46834	General Fund Unrestricted	571.85	0.00	571.85	92*0244546	92*0244551
46836	General Fund Unrestricted	56,820.00	0.00	56,820.00	92*0244557	92*0244557
46837	General Fund Unrestricted	3,780.55	0.00	3,780.55	92*0244558	92*0244560
46838	General Fund Unrestricted	4,000.74	0.00	4,000.74	92*0244562	92*0244570
46839	General Fund Unrestricted	788.00	0.00	788.00	92*0244571	92*0244573
46840	General Fund Unrestricted	1,371.70	0.00	1,371.70	92*0244574	92*0244579
46841	General Fund Unrestricted	1,425.03	0.00	1,425.03	92*0244580	92*0244584
46842	General Fund Unrestricted	7,493.52	0.00	7,493.52	92*0244585	92*0244588
46843	General Fund Unrestricted	740.00	0.00	740.00	92*0244589	92*0244589
46844	General Fund Unrestricted	17,887.01	0.00	17,887.01	92*0244591	92*0244594
46845	General Fund Unrestricted	15,128.00	0.00	15,128.00	92*0244595	92*0244616
46846	General Fund Unrestricted	27,343.00	0.00	27,343.00	92*0244617	92*0244644
46847	General Fund Unrestricted	22,732.00	0.00	22,732.00	92*0244645	92*0244672
46848	General Fund Unrestricted	26,065.00	0.00	26,065.00	92*0244673	92*0244700
46849	General Fund Unrestricted	26,887.00	0.00	26,887.00	92*0244701	92*0244728
46850	General Fund Unrestricted	31,648.40	0.00	31,648.40	92*0244729	92*0244756
46851	General Fund Unrestricted	24,585.60	0.00	24,585.60	92*0244757	92*0244784
46852	General Fund Unrestricted	24,498.00	0.00	24,498.00	92*0244785	92*0244812
46853	General Fund Unrestricted	27,972.00	0.00	27,972.00	92*0244813	92*0244840
46854	General Fund Unrestricted	30,723.00	0.00	30,723.00	92*0244841	92*0244868
46855	General Fund Unrestricted	29,883.00	0.00	29,883.00	92*0244869	92*0244896
46856	General Fund Unrestricted	25,767.00	0.00	25,767.00	92*0244897	92*0244924
46857	General Fund Unrestricted	29,362.00	0.00	29,362.00	92*0244925	92*0244952
46858	General Fund Unrestricted	26,086.96	0.00	26,086.96	92*0244953	92*0244980
46859	General Fund Unrestricted	28,417.00	0.00	28,417.00	92*0244981	92*0245008
46860	General Fund Unrestricted	27,854.00	0.00	27,854.00	92*0245009	92*0245036

Check Registers Submitted for Approval

Checks Written for Period 04/19/10 thru 04/30/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
46861	General Fund Unrestricted	26,994.00	0.00	26,994.00	92*0245037	92*0245064
46862	General Fund Unrestricted	23,700.00	0.00	23,700.00	92*0245065	92*0245092
46863	General Fund Unrestricted	28,264.00	0.00	28,264.00	92*0245093	92*0245120
46864	General Fund Unrestricted	28,562.00	0.00	28,562.00	92*0245121	92*0245148
46865	General Fund Unrestricted	30,232.00	0.00	30,232.00	92*0245149	92*0245176
46866	General Fund Unrestricted	29,828.00	0.00	29,828.00	92*0245177	92*0245204
46867	General Fund Unrestricted	28,081.00	0.00	28,081.00	92*0245205	92*0245232
46868	General Fund Unrestricted	28,886.00	0.00	28,886.00	92*0245233	92*0245260
46869	General Fund Unrestricted	25,919.00	0.00	25,919.00	92*0245261	92*0245288
46870	General Fund Unrestricted	21,399.00	0.00	21,399.00	92*0245289	92*0245316
46871	General Fund Unrestricted	25,785.00	0.00	25,785.00	92*0245317	92*0245344
46872	General Fund Unrestricted	23,038.00	0.00	23,038.00	92*0245345	92*0245372
46873	General Fund Unrestricted	27,394.00	0.00	27,394.00	92*0245373	92*0245400
46874	General Fund Unrestricted	30,982.00	0.00	30,982.00	92*0245401	92*0245435
46875	General Fund Unrestricted	32,519.20	0.00	32,519.20	92*0245436	92*0245468
46876	General Fund Unrestricted	1,990.02	0.00	1,990.02	92*0245469	92*0245473
46877	General Fund Unrestricted	2,509.17	0.00	2,509.17	92*0245474	92*0245480
46879	General Fund Unrestricted	6,609.08	0.00	6,609.08	92*0245487	92*0245488
46880	General Fund Unrestricted	7,500.00	0.00	7,500.00	92*0245489	92*0245489
46881	General Fund Unrestricted	319.61	0.00	319.61	92*0245490	92*0245492
46884	General Fund Unrestricted	28,703.10	0.00	28,703.10	92*0245498	92*0245525
46885	General Fund Unrestricted	27,610.00	0.00	27,610.00	92*0245526	92*0245553
46886	General Fund Unrestricted	21,042.00	0.00	21,042.00	92*0245554	92*0245581
46887	General Fund Unrestricted	32,862.00	0.00	32,862.00	92*0245582	92*0245615
46888	General Fund Unrestricted	34,531.00	0.00	34,531.00	92*0245616	92*0245643
46889	General Fund Unrestricted	26,576.00	0.00	26,576.00	92*0245644	92*0245671
46890	General Fund Unrestricted	25,209.00	0.00	25,209.00	92*0245672	92*0245699
46891	General Fund Unrestricted	28,626.00	0.00	28,626.00	92*0245700	92*0245727
46892	General Fund Unrestricted	33,270.00	0.00	33,270.00	92*0245728	92*0245755
46893	General Fund Unrestricted	29,021.00	0.00	29,021.00	92*0245756	92*0245782
46894	General Fund Unrestricted	26,161.00	0.00	26,161.00	92*0245783	92*0245811
46895	General Fund Unrestricted	23,976.00	0.00	23,976.00	92*0245812	92*0245839
46896	General Fund Unrestricted	27,557.00	0.00	27,557.00	92*0245840	92*0245866
46897	General Fund Unrestricted	33,280.00	0.00	33,280.00	92*0245867	92*0245894
46898	General Fund Unrestricted	24,194.00	0.00	24,194.00	92*0245895	92*0245923
46899	General Fund Unrestricted	29,271.00	0.00	29,271.00	92*0245924	92*0245951
46900	General Fund Unrestricted	24,455.00	0.00	24,455.00	92*0245952	92*0245979

Check Registers Submitted for Approval
 Checks Written for Period 04/19/10 thru 04/30/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
46901	General Fund Unrestricted	26,752.00	0.00	26,752.00	92*0245980	92*0246007
46902	General Fund Unrestricted	29,777.00	0.00	29,777.00	92*0246008	92*0246035
46903	General Fund Unrestricted	31,253.00	0.00	31,253.00	92*0246036	92*0246063
46904	General Fund Unrestricted	24,629.00	0.00	24,629.00	92*0246064	92*0246091
46905	General Fund Unrestricted	25,362.00	0.00	25,362.00	92*0246092	92*0246119
46906	General Fund Unrestricted	26,681.00	0.00	26,681.00	92*0246120	92*0246147
46907	General Fund Unrestricted	23,160.00	0.00	23,160.00	92*0246148	92*0246175
46908	General Fund Unrestricted	31,180.00	0.00	31,180.00	92*0246176	92*0246203
46909	General Fund Unrestricted	27,494.00	0.00	27,494.00	92*0246204	92*0246231
46910	General Fund Unrestricted	28,723.00	0.00	28,723.00	92*0246232	92*0246259
46911	General Fund Unrestricted	26,090.00	0.00	26,090.00	92*0246260	92*0246287
46912	General Fund Unrestricted	25,929.00	0.00	25,929.00	92*0246288	92*0246315
46913	General Fund Unrestricted	25,859.00	0.00	25,859.00	92*0246316	92*0246343
46914	General Fund Unrestricted	27,500.00	0.00	27,500.00	92*0246344	92*0246370
46915	General Fund Unrestricted	31,069.00	0.00	31,069.00	92*0246371	92*0246399
46916	General Fund Unrestricted	27,861.00	0.00	27,861.00	92*0246400	92*0246427
46917	General Fund Unrestricted	28,348.00	0.00	28,348.00	92*0246428	92*0246455
46918	General Fund Unrestricted	35,186.00	0.00	35,186.00	92*0246456	92*0246490
46919	General Fund Unrestricted	35,588.00	0.00	35,588.00	92*0246491	92*0246524
46920	General Fund Unrestricted	25,380.00	0.00	25,380.00	92*0246525	92*0246552
46921	General Fund Unrestricted	26,019.00	0.00	26,019.00	92*0246553	92*0246580
46922	General Fund Unrestricted	24,922.00	0.00	24,922.00	92*0246581	92*0246608
46923	General Fund Unrestricted	25,840.00	0.00	25,840.00	92*0246609	92*0246636
46924	General Fund Unrestricted	31,426.00	0.00	31,426.00	92*0246637	92*0246664
46925	General Fund Unrestricted	28,071.00	0.00	28,071.00	92*0246665	92*0246692
46926	General Fund Unrestricted	29,069.00	0.00	29,069.00	92*0246693	92*0246720
46927	General Fund Unrestricted	24,775.00	0.00	24,775.00	92*0246721	92*0246748
46928	General Fund Unrestricted	27,896.00	0.00	27,896.00	92*0246749	92*0246776
46929	General Fund Unrestricted	29,088.00	0.00	29,088.00	92*0246777	92*0246804
46930	General Fund Unrestricted	35,553.00	0.00	35,553.00	92*0246805	92*0246832
46931	General Fund Unrestricted	25,726.00	0.00	25,726.00	92*0246833	92*0246860
46932	General Fund Unrestricted	27,646.00	0.00	27,646.00	92*0246861	92*0246888
46933	General Fund Unrestricted	27,593.00	0.00	27,593.00	92*0246889	92*0246916
46934	General Fund Unrestricted	32,372.00	0.00	32,372.00	92*0246917	92*0246944
46935	General Fund Unrestricted	28,747.00	0.00	28,747.00	92*0246945	92*0246972
46936	General Fund Unrestricted	26,439.00	0.00	26,439.00	92*0246973	92*0247000
46937	General Fund Unrestricted	29,593.00	0.00	29,593.00	92*0247001	92*0247028

Check Registers Submitted for Approval

Checks Written for Period 04/19/10 thru 04/30/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
46938	General Fund Unrestricted	31,008.00	0.00	31,008.00	92*0247029	92*0247056
46939	General Fund Unrestricted	29,659.00	0.00	29,659.00	92*0247057	92*0247084
46940	General Fund Unrestricted	29,750.00	0.00	29,750.00	92*0247085	92*0247112
46941	General Fund Unrestricted	28,324.00	0.00	28,324.00	92*0247113	92*0247140
46942	General Fund Unrestricted	25,433.00	0.00	25,433.00	92*0247141	92*0247168
46943	General Fund Unrestricted	25,608.00	0.00	25,608.00	92*0247169	92*0247196
46944	General Fund Unrestricted	27,003.00	0.00	27,003.00	92*0247197	92*0247224
46945	General Fund Unrestricted	34,879.00	0.00	34,879.00	92*0247225	92*0247252
46946	General Fund Unrestricted	25,097.00	0.00	25,097.00	92*0247253	92*0247280
46947	General Fund Unrestricted	25,376.00	0.00	25,376.00	92*0247281	92*0247308
46948	General Fund Unrestricted	28,722.00	0.00	28,722.00	92*0247309	92*0247336
46949	General Fund Unrestricted	27,242.00	0.00	27,242.00	92*0247337	92*0247364
46950	General Fund Unrestricted	29,474.00	0.00	29,474.00	92*0247365	92*0247392
46951	General Fund Unrestricted	29,415.00	0.00	29,415.00	92*0247393	92*0247420
46952	General Fund Unrestricted	27,780.00	0.00	27,780.00	92*0247421	92*0247448
46953	General Fund Unrestricted	31,519.00	0.00	31,519.00	92*0247449	92*0247476
46954	General Fund Unrestricted	33,082.00	0.00	33,082.00	92*0247477	92*0247504
46955	General Fund Unrestricted	30,416.00	0.00	30,416.00	92*0247505	92*0247532
46956	General Fund Unrestricted	29,681.00	0.00	29,681.00	92*0247533	92*0247560
46957	General Fund Unrestricted	28,449.00	0.00	28,449.00	92*0247561	92*0247588
46958	General Fund Unrestricted	31,306.00	0.00	31,306.00	92*0247589	92*0247616
46959	General Fund Unrestricted	31,837.00	0.00	31,837.00	92*0247617	92*0247644
46960	General Fund Unrestricted	31,821.00	0.00	31,821.00	92*0247645	92*0247672
46961	General Fund Unrestricted	26,526.00	0.00	26,526.00	92*0247673	92*0247700
46962	General Fund Unrestricted	22,280.00	0.00	22,280.00	92*0247701	92*0247728
46963	General Fund Unrestricted	29,693.00	0.00	29,693.00	92*0247729	92*0247756
46964	General Fund Unrestricted	27,817.00	0.00	27,817.00	92*0247757	92*0247784
46965	General Fund Unrestricted	27,440.00	0.00	27,440.00	92*0247785	92*0247812
46966	General Fund Unrestricted	27,136.00	0.00	27,136.00	92*0247813	92*0247840
46967	General Fund Unrestricted	27,214.00	0.00	27,214.00	92*0247841	92*0247868
46968	General Fund Unrestricted	29,944.00	0.00	29,944.00	92*0247869	92*0247896
46969	General Fund Unrestricted	30,388.00	0.00	30,388.00	92*0247897	92*0247924
46970	General Fund Unrestricted	32,080.00	0.00	32,080.00	92*0247925	92*0247952
46971	General Fund Unrestricted	36,776.00	0.00	36,776.00	92*0247953	92*0247988
46972	General Fund Unrestricted	43,791.00	0.00	43,791.00	92*0247989	92*0248024
46973	General Fund Unrestricted	525.20	0.00	525.20	92*0248025	92*0248029
46974	General Fund Unrestricted	2,674.00	0.00	2,674.00	92*0248030	92*0248031

Check Registers Submitted for Approval
 Checks Written for Period 04/19/10 thru 04/30/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
46976	General Fund Unrestricted	20,165.66	0.00	20,165.66	92*0248036	92*0248036
46977	General Fund Unrestricted	1,123.00	0.00	1,123.00	92*0248037	92*0248039
46978	General Fund Unrestricted	115,375.13	0.00	115,375.13	92*0248040	92*0248044
So Calif Gas Co						
46979	General Fund Unrestricted	904.42	0.00	904.42	92*0248046	92*0248049
46980	General Fund Unrestricted	10,870.65	0.00	10,870.65	92*0248052	92*0248052
46981	General Fund Unrestricted	16,742.76	0.00	16,742.76	92*0248053	92*0248057
46982	General Fund Unrestricted	2,167.16	0.00	2,167.16	92*0248061	92*0248064
46983	General Fund Unrestricted	14,780.24	0.00	14,780.24	92*0248065	92*0248070
46984	General Fund Unrestricted	10,720.00	0.00	10,720.00	92*0248071	92*0248071
46985	General Fund Unrestricted	4,574.79	0.00	4,574.79	92*0248072	92*0248077
46989	General Fund Unrestricted	1,967.70	0.00	1,967.70	92*0248088	92*0248093
46990	General Fund Unrestricted	107.86	0.00	107.86	92*0248098	92*0248098
46991	General Fund Unrestricted	1,856.16	0.00	1,856.16	92*0248102	92*0248110
46992	General Fund Unrestricted	4,897.53	0.00	4,897.53	92*0248111	92*0248116
46994	General Fund Unrestricted	1,188.31	0.00	1,188.31	92*0248122	92*0248126
46995	General Fund Unrestricted	1,815.39	0.00	1,815.39	92*0248127	92*0248132
46996	General Fund Unrestricted	4,972.97	0.00	4,972.97	92*0248136	92*0248136
46997	General Fund Unrestricted	204.12	0.00	204.12	92*0248138	92*0248138
47001	General Fund Unrestricted	369.00	0.00	369.00	92*0248149	92*0248151
47002	General Fund Unrestricted	2,514.79	0.00	2,514.79	92*0248152	92*0248160
47003	General Fund Unrestricted	1,274.84	0.00	1,274.84	92*0248166	92*0248168
47005	General Fund Unrestricted	2,474.29	0.00	2,474.29	92*0248175	92*0248183
47006	General Fund Unrestricted	32,618.92	0.00	32,618.92	92*0248184	92*0248184
47007	General Fund Unrestricted	12,227.50	0.00	12,227.50	92*0248185	92*0248185
47008	General Fund Unrestricted	4,837.87	0.00	4,837.87	92*0248188	92*0248195
47009	General Fund Unrestricted	6,601.10	0.00	6,601.10	92*0248196	92*0248203
47010	General Fund Unrestricted	4,028.02	0.00	4,028.02	92*0248204	92*0248206
47011	General Fund Unrestricted	1,344,877.07	0.00	1,344,877.07	92*0248207	92*0248208
Anthem Blue Cross						
47012	General Fund Unrestricted	57,392.88	0.00	57,392.88	92*0248209	92*0248210
47013	General Fund Unrestricted	972.70	0.00	972.70	92*0248212	92*0248219
47020	General Fund Unrestricted	230.90	0.00	230.90	92*0248237	92*0248239
47022	General Fund Unrestricted	49,467.00	0.00	49,467.00	92*0248245	92*0248248
Total Fund 11 General Fund Unrestricted		5,261,783.64	0.00	5,261,783.64		

Check Registers Submitted for Approval

Checks Written for Period 04/19/10 thru 04/30/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
46815	General Fund Restricted	885.67	0.00	885.67	92*0244465	92*0244469
46816	General Fund Restricted	1,992.89	0.00	1,992.89	92*0244471	92*0244476
46822	General Fund Restricted	29,500.50	0.00	29,500.50	92*0244495	92*0244495
46823	General Fund Restricted	1,335.19	0.00	1,335.19	92*0244496	92*0244505
46824	General Fund Restricted	7,807.00	0.00	7,807.00	92*0244506	92*0244506
46832	General Fund Restricted	1,161.77	0.00	1,161.77	92*0244532	92*0244539
46833	General Fund Restricted	1,328.83	0.00	1,328.83	92*0244540	92*0244545
46835	General Fund Restricted	4,634.21	0.00	4,634.21	92*0244552	92*0244556
46837	General Fund Restricted	3,083.82	0.00	3,083.82	92*0244561	92*0244561
46842	General Fund Restricted	95.00	0.00	95.00	92*0244586	92*0244586
46843	General Fund Restricted	206.06	0.00	206.06	92*0244590	92*0244590
46878	General Fund Restricted	5,641.12	0.00	5,641.12	92*0245481	92*0245486
46881	General Fund Restricted	539.56	0.00	539.56	92*0245491	92*0245494
46975	General Fund Restricted	53,787.50	0.00	53,787.50	92*0248032	92*0248035
46979	General Fund Restricted	701.29	0.00	701.29	92*0248045	92*0248047
46980	General Fund Restricted	21,512.20	0.00	21,512.20	92*0248050	92*0248051
46981	General Fund Restricted	11,070.38	0.00	11,070.38	92*0248054	92*0248055
46982	General Fund Restricted	279.72	0.00	279.72	92*0248058	92*0248063
46990	General Fund Restricted	5,226.28	0.00	5,226.28	92*0248094	92*0248101
46993	General Fund Restricted	3,318.90	0.00	3,318.90	92*0248117	92*0248121
46995	General Fund Restricted	112.10	0.00	112.10	92*0248129	92*0248129
46996	General Fund Restricted	12,882.00	0.00	12,882.00	92*0248133	92*0248135
46997	General Fund Restricted	4,129.00	0.00	4,129.00	92*0248137	92*0248142
46998	General Fund Restricted	517.03	0.00	517.03	92*0248143	92*0248144
47003	General Fund Restricted	2,226.64	0.00	2,226.64	92*0248161	92*0248165
47004	General Fund Restricted	1,392.92	0.00	1,392.92	92*0248169	92*0248174
47007	General Fund Restricted	30,875.19	0.00	30,875.19	92*0248186	92*0248187
47009	General Fund Restricted	449.03	0.00	449.03	92*0248200	92*0248201
47013	General Fund Restricted	8,457.92	0.00	8,457.92	92*0248211	92*0248218
47019	General Fund Restricted	3,680.00	0.00	3,680.00	92*0248235	92*0248236
47021	General Fund Restricted	402.64	0.00	402.64	92*0248240	92*0248244
Total Fund 12 General Fund Restricted		219,232.36	0.00	219,232.36		

Check Registers Submitted for Approval
 Checks Written for Period 04/19/10 thru 04/30/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
46818	Child Development Fund	297.58	0.00	297.58	92*0244479	92*0244485
46819	Child Development Fund	27,181.90	0.00	27,181.90	92*0244486	92*0244487
46829	Child Development Fund	1,568.91	0.00	1,568.91	92*0244523	92*0244525
46882	Child Development Fund	240.96	0.00	240.96	92*0245495	92*0245496
46986	Child Development Fund	1,458.71	0.00	1,458.71	92*0248078	92*0248080
46987	Child Development Fund	1,962.58	0.00	1,962.58	92*0248081	92*0248085
46999	Child Development Fund	626.46	0.00	626.46	92*0248145	92*0248147
47014	Child Development Fund	46,298.30	0.00	46,298.30	92*0248220	92*0248223
47015	Child Development Fund	795.74	0.00	795.74	92*0248224	92*0248228
Total Fund 33 Child Development Fund		80,431.14	0.00	80,431.14		

<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>
46820	Capital Outlay Projects Fund	5,126.57	0.00	5,126.57	92*0244488	92*0244488
46988	Capital Outlay Projects Fund	25,469.93	0.00	25,469.93	92*0248086	92*0248087
47017	Capital Outlay Projects Fund	11,262.23	0.00	11,262.23	92*0248232	92*0248233
Total Fund 41 Capital Outlay Projects Fu		<u>41,858.73</u>	<u>0.00</u>	<u>41,858.73</u>		

Check Registers Submitted for Approval
Checks Written for Period 04/19/10 thru 04/30/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
46830	Bond Fund, Measure E	32,363.00	0.00	32,363.00	92*0244526	92*0244528
47000	Bond Fund, Measure E	9,782.06	0.00	9,782.06	92*0248148	92*0248148
47016	Bond Fund, Measure E	15,909.92	0.00	15,909.92	92*0248229	92*0248231
Total Fund 42 Bond Fund, Measure E		58,054.98	0.00	58,054.98		

Check Registers Submitted for Approval

Checks Written for Period 04/19/10 thru 04/30/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
47018	Workers' Compensation Fund	1,200.00	0.00	1,200.00	92*0248234	92*0248234
Total Fund 62 Workers' Compensation Fu		<u>1,200.00</u>	<u>0.00</u>	<u>1,200.00</u>		

Check Registers Submitted for Approval
Checks Written for Period 04/19/10 thru 04/30/10

6883	Student Financial Aid Fund	285.80	0.00	285.80	92*0245497	92*0245497
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Total Fund 74 Student Financial Aid Fund	285.80	0.00	285.80
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SUMMARY

Total Fund 11 General Fund Unrestricted	5,261,783.64
Total Fund 12 General Fund Restricted	219,232.36
Total Fund 33 Child Development Fund	80,431.14
Total Fund 41 Capital Outlay Projects Fund	41,858.73
Total Fund 42 Bond Fund, Measure E	58,054.98
Total Fund 62 Workers' Compensation Fund	1,200.00
Total Fund 74 Student Financial Aid Fund	285.80
Grand Total:	<u><u>5,662,846.65</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To	Board of Trustees	Date: May 10, 2010
Re:	Approval of Quarterly Financial Status Report (CCFS-311Q) for period ended March 31, 2010	
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 third quarter in fiscal year 2009-10 ended March 31, 2010.

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 nine months covered in this report, the District has recognized 72.7% of budgeted revenues and other financing sources and 64.5% 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 March 31, 2010 as presented.

Fiscal Impact:	Not applicable	Board Date: May 10, 2010
Prepared by:	Noemi M. Kanouse, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2009-2010

Quarter Ended: (Q3) Mar 31, 2010

District: (870) RANCHO SANTIAGO

Line	Description	Actual 2006-07	Actual 2007-08	Actual 2008-09	Projected 2009-2010
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A. Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	148,494,345	148,396,127	147,790,705	135,648,626
A.2	Other Financing Sources (Object 8900)	6,506	24,803	16,237	16,500
A.3	Total Unrestricted Revenue (A.1 + A.2)	148,500,851	148,420,930	147,806,942	135,665,126
B. Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	139,776,049	154,228,868	146,044,061	128,113,060
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,506,664	2,756,793	832,530	1,260,513
B.3	Total Unrestricted Expenditures (B.1 + B.2)	141,282,713	156,985,661	146,876,591	129,373,573
C.	Revenues Over(Under) Expenditures (B.3 - A.3)	7,218,138	6,934,731	930,351	6,291,553
D.	Fund Balance, Beginning	16,815,848	24,041,478	15,476,747	16,566,608
D.1	Prior Year Adjustments - (-)	7,492	0	159,510	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	16,823,340	24,041,478	15,636,257	16,566,608
E.	Fund Balance, Ending (C. + D.2)	24,041,478	15,476,747	16,566,608	22,858,161
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	17%	9.9%	11.3%	17.7%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	31,471	32,840	34,310	30,319
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

Line	Description	As of the specified quarter ended for each fiscal year 2006-07	2007-08	2008-09	2009-2010
H.1	Cash, excluding borrowed funds		26,412,691	18,199,747	31,387,125
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1 + H.2)	28,808,132	26,412,691	18,199,747	31,387,125

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

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I. Revenues:					
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	134,666,766	135,648,626	98,609,684	72.7%
I.2	Other Financing Sources (Object 8900)	6,000	16,500	4,559	27.6%
I.3	Total Unrestricted Revenue (I.1 + I.2)	134,672,766	135,665,126	98,614,243	72.7%
J. Expenditures:					
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	140,529,648	141,607,008	92,142,041	65.1%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,260,513	1,260,513	1,647	0.1%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	141,790,161	142,867,521	92,122,994	64.5%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	7,127,195	7,267,195	6,491,249	
L.	Adjusted Fund Balance, Beginning	16,566,608	16,566,608	16,566,608	
L.1	Fund Balance, Ending (C. + L.2)	9,449,213	9,364,213	23,057,857	
M.	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	6.7%	6.6%		

V. Has the district settled any employee contracts during this quarter? **NO**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic		Classified
	Permanent	Temporary	Permanent	Temporary	
	Total Cost Increase	Total Cost Increase	Total Cost Increase	Total Cost Increase	Total Cost Increase
a. SALARIES:					
Year 1:					

5.2 (2)

b. BENEFITS	Year 2:			
	Year 3:			
	Year 1:			
	Year 2:			
	Year 3:			

As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? This year? NO
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

ENTER OR EDIT CURRENT DATA

CHANGE THE PERIOD

District: (870) RANCHO SANTIAGO

Fiscal Year: 2009-2010

Quarter Ended: (Q3) Mar 31, 2010

Line	Description	Approved Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Projected Actuals as of June 30 (Col. 4)
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A Revenues:					
A.1	Unrestricted General Fund Revenues (Objects 8100 8600 8800)	134,666,766	135,648,626	98,609,684	135,648,626
A.2	Other Financing Sources (Object 8900)	6,000	16,500	4,559	16,500
A.3	Total Unrestricted Revenue (A.1 + A.2)	134,672,766	135,665,126	98,614,243	135,665,126
B Expenditures:					
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	140,529,648	141,607,008	92,142,041	128,113,060
B.2	Other Outgo (Objects 7100 7200 7300 7400 7500 7600)	1,260,513	1,260,513	1,260,513	1,260,513
B.3	Total Unrestricted Expenditures (B.1 + B.2)	141,790,161	142,867,521	92,122,994	129,373,573
C	Revenues Over(Under) Expenditures (A.3 - B.3)	7,117,095	7,201,595	6,491,249	6,291,553
D Fund Balance, Beginning					
D.1	Prior Year Adjustments (+/-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	16,566,608	16,566,608	16,566,608	16,566,608
E	Fund Balance, Ending (C. + D.2)	9,449,213	9,364,213	23,057,857	22,858,161
F.1	Percentage of GF Fund Balance to GF Expenditures (E / B.3)	6.7%	6.6%	25%	17.7%

Closed for edits after May 31, 2010

SAVE EDITS

II. Annualized Attendance FTES:

B.1	Annualized FTES (excluding apprentice and non-resident)	30,319
-----	---	--------

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

	Amount as of the Specified Quarter Ended	
H.1	Cash, excluding borrowed funds	31,387,125
H.2	Cash, borrowed funds only	0
H.3	Total Cash (H.1+ H.2)	31,387,125

IV. 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.)

Contract Period Settled (Specify)	Management	Permanent		Academic		Classified
		Total Cost Increase	%	Total Cost Increase	%	
a. SALARIES:	Year 1:					
		Year 2:				
			Year 3:			
b. BENEFITS:	Year 1:					
		Year 2:				
			Year 3:			

* As specified in Collective Bargaining Agreement or other Employment Contract

SAVE EDITS

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

2000 Characters Remaining

V. Did the district have significant events for the quarter (include incurrance of long-term debt, settlement of audit findings 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. (Enter explanation below, include additional pages if needed.)

2000 Characters Remaining

VI. Does the district have significant fiscal problems that must be addressed?

This year? Yes No
Next year? Yes No

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

2000 Characters Remaining

-- EXIT WITHOUT SAVING

SAVE EDITS --

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511

Send questions to:

Christine Atalg (916)327-5772 atalg@ccco.edu or Glen Campora (916)323-6899 gcampora@ccco.edu

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Quarterly Investment Report as of March 31, 2010	
Action:	For Information	

BACKGROUND

Pursuant to Section 53646(b) of the Government Code the Chief Fiscal Officer may render a quarterly report on investments to the Board of Trustees within 30 days following the end of the quarter covered by the report. The district's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

Accordingly, attached is the District's investment report for the quarter ended March 31, 2010.

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of March 31, 2010 for all District funds; (2) excerpts from the Orange County Treasurer's "Management Report" for the period ended March 31, 2010, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending March 31, 2010.

All investments for the quarter ended March 31, 2010 are in accordance with Board Policy 3211, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of March 31, 2010 is presented as information.

Fiscal Impact:	None	Board Date: May 10, 2010
Prepared by:	Noemi M. Kanouse, Assistant Vice Chancellor Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

Rancho Santiago Community College district
Statement of Cash
March 31, 2010

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	127,097,748	0.92%	Oct-Dec	60.80%
Bond Sinking Funds	8,975,540	0.92%	Oct-Dec	4.30%
All Other Funds	72,351,751	0.92%	Oct-Dec	34.61%
Local Agency Investment Fund (LAIF)	148,122	0.56%	Oct-Dec	0.07%
Revolving Fund, Refundable Deposits and Cash in Banks	458,385	0.00%	Oct-Dec	0.22%
	<u>209,031,546</u>			<u>100.00%</u>

Rancho Santiago Community College District

Cash Position

March 31, 2010

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County- Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 9121/9125	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12)	1	11/12	31,003,740				283,385	100,000			31,387,125
Child Development Fund	12	33	625,995								625,995
Bond Fund Measure E	22	42	127,097,748								127,097,748
Bond Int & Red Fund	31	21				3,506,723					3,506,723
Bond Int & Red Fund	32	22				3,580,110					3,580,110
Bond Int & Red Fund	33	23				1,888,707					1,888,707
Capital Outlay Projects Fund	40	41	12,205,176								12,205,176
Workers' Compensation Fund	68	62	2,992,639						50,000		3,042,639
Property and Liability Fund	70	61	87,477						25,000		112,477
Retiree Benefits Fund	71	63	24,576,047							148,122	24,724,169
Student Financial Aid	74	74	525,821	39,625	295,230						860,677
Totals			199,114,643	39,625	295,230	8,975,540	283,385	100,000	75,000	148,122	209,031,546

5.3 (3)



OFFICE OF THE TREASURER-TAX COLLECTOR

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CHRISS W. STREET
TREASURER-TAX COLLECTOR

PAUL C. GORMAN, C.P.A., CFP
CHIEF ASSISTANT TREASURER-TAX COLLECTOR

JENNIFER BURKHART, CFA
ASSISTANT TREASURER-TAX COLLECTOR

ROBIN RUSSELL
ASSISTANT TREASURER-TAX COLLECTOR
ADMINISTRATION

April 15, 2010

TO: Board of Supervisors
Thomas G. Mauk, County Executive Officer
Treasury Oversight Committee
Treasurer's Advisory Committee
Participants

FROM: Chriss W. Street 
Treasurer-Tax Collector

Robert Franz 
Chief Financial Officer

SUBJECT: Treasurer's Management Report for Month ended March 31, 2010

Attached please find the Treasurer's Management Report for the County of Orange for the month ended March 31, 2010. The information provided herein, including all charts, tables, graphs and numerical representations, is provided to readers solely as a general overview of the economic and market conditions which the Treasurer utilizes in making investment decisions. In addition, a complete version of this report is also available for download at our website www.ttc.ocgov.com.

TREASURER'S REPORT

In order to assist you in reading this report, please note that the current balances reflect the investments recorded in the portfolios for each particular fund for the period ending March 31, 2010. Each money market fund has an average maturity of less than sixty days, with a net asset value (NAV) falling within the range of \$0.9950 and \$1.0050. The Extended Fund shall have a duration not to exceed a leading 1-3 Year index +25%. All investments are marked to the market at the end of the reporting period due to the narrow valuation range prescribed by the Pools' Investment Policy Statement.

The reports reflect the par value (face value), the cost and market value (the price of each security at the close of the market on the last trading day of the month). Market values are derived from the Bloomberg Professional Service, a premier provider of instant access to real-time and historical financial data. The difference between the market value and book value is the unrealized gain or (loss). The Detail Transaction Report Section is provided in compliance

with California Government Code Section 53607, which requires that the Treasurer file such a report with the Board of Supervisors, from whom his investment authority has been delegated.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

We have prepared a forecast for the timing of the County Investment Pool's March 2010 interest apportionment. We anticipate posting the March 2010 interest apportionment to participants' cash accounts in the County general ledger by approximately May 17, 2010.

DELEGATION OF AUTHORITY

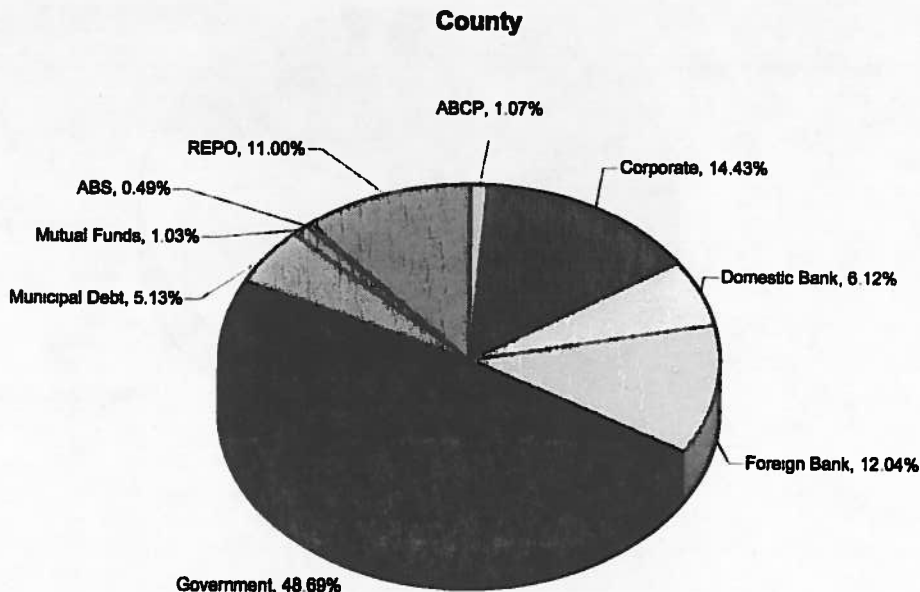
On Tuesday March 16, 2010 the Orange County Board of Supervisors approved an Urgency Ordinance (10-007) repealing Section 1-2-320 of the Codified Ordinances of the County of Orange, thereby revoking all investment authority delegated to the Treasurer - Tax Collector.

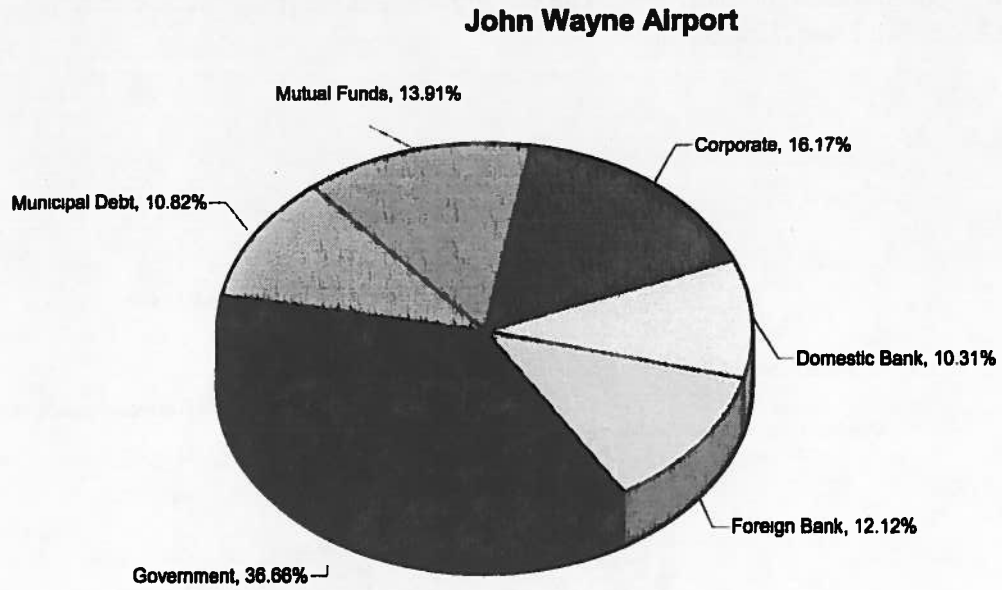
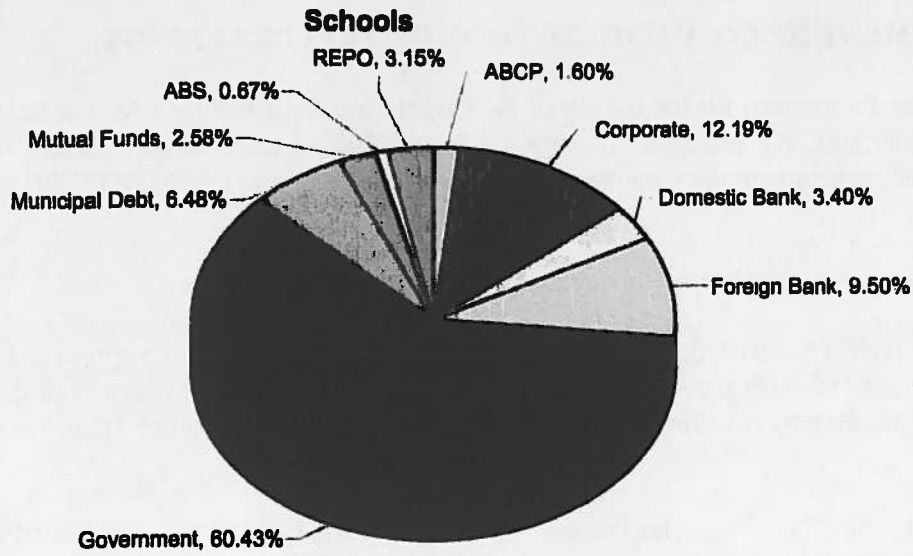
Upon revocation, the Chief Financial Officer has been requested to exercise the Board's investment authority. The County's current Chief Financial Officer meets the statutory qualifications for the Treasurer-Tax Collector as set forth in California Government Code Section 27000.7

PORTFOLIO COMPOSITION

The following graphs represent the County, School and John Wayne Airport investment pools' composition by issuer type. The County and School pools include their portion of the Extended Fund (Exhibit 1).

Exhibit 1:





MARKET OBSERVATIONS

Short term interest rates moved higher during the month of March. One and three month LIBOR jumped from the lowest levels ever by 3 and 5 basis points respectively. One month LIBOR currently stands at 0.25% and three month LIBOR at 0.30%. Intermediate rates increased as well with two year Treasury yields increasing from 0.80% to over 1.00%.

We have taken advantage of these higher levels by extending the duration of the Extended Fund to 1.25 years. The Merrill Lynch 1-3 index (our benchmark) duration is currently 1.818 years and our strategy is to continue to maintain duration shorter than the benchmark.

Our forecast for the remainder of 2010 is for continued sluggish growth in the economy. Unemployment will remain elevated at current levels and diminishing government intervention in the economy should keep a lid on inflation. Because of this we anticipate longer term rates to remain within a range of +/- .50% of current levels. Although we believe short term rates will remain low, we believe there will continue to be upward pressure and are still leery of locking in longer maturities.

Based on the above observations, our office will continue to take advantage of moves in the marketplace to selectively extend our duration, while investing in securities that will protect us from higher short-term interest rates.

Interest Rate Forecast

The Treasurer's Investment Committee is currently estimating an average interest yield of 1.35% for 2009-2010.

The Treasurer's Office appreciates your continued confidence as well as the opportunity to provide you exemplary portfolio and cash management services in the future.

ORANGE COUNTY TREASURER-TAX COLLECTOR

EXECUTIVE SUMMARY

April 1, 2009 - March 31, 2010

PERIOD ENDING - MONTH / YEAR	MARKET VALUE	EARNINGS FOR MONTH	YIELD FOR MONTH	MONTH END WAM
<i>Current Month - March 2010</i>				
County Pool - Money Market Fund	\$ 2,181,831,316	\$ 541,843	0.31%	53
Educational Pool - Money Market Fund	\$ 1,378,158,717	\$ 401,715	0.33%	58
Extended Fund	\$ 2,728,999,199	\$ 3,579,192	1.55%	631
OC Extended Fund B	\$ 36,096,323	\$ -	N/A	66
<i>February 2010</i>				
County Pool - Money Market Fund	\$ 2,091,943,820	\$ 421,985	0.26%	57
Educational Pool - Money Market Fund	\$ 1,443,531,370	\$ 365,965	0.31%	51
Extended Fund	\$ 2,618,244,956	\$ 3,680,403	1.82%	511
OC Extended Fund B	\$ 36,578,163	\$ -	N/A	97
<i>January 2010</i>				
County Pool - Money Market Fund	\$ 2,108,614,594	\$ 508,703	0.27%	55
Educational Pool - Money Market Fund	\$ 1,759,715,627	\$ 369,528	0.26%	57
Extended Fund	\$ 2,599,819,873	\$ 3,353,439	1.49%	489
OC Extended Fund B	\$ 37,098,503	\$ -	N/A	125
<i>December 2009</i>				
County Pool - Money Market Fund	\$ 2,463,159,678	\$ 615,490	0.24%	57
Educational Pool - Money Market Fund	\$ 2,071,614,454	\$ 380,114	0.37%	43
Extended Fund	\$ 2,592,000,368	\$ 3,029,087	1.35%	408
OC Extended Fund B	\$ 37,405,659	\$ -	N/A	156
<i>November 2009</i>				
County Pool - Money Market Fund	\$ 2,213,498,431	\$ 507,764	0.29%	52
Educational Pool - Money Market Fund	\$ 1,157,124,969	\$ 375,995	0.41%	60
Extended Fund	\$ 2,595,489,296	\$ 6,021,428	2.78%	340
OC Extended Fund B	\$ 37,545,360	\$ -	N/A	187
<i>October 2009</i>				
County Pool - Money Market Fund	\$ 2,129,243,138	\$ 560,511	0.33%	53
Educational Pool - Money Market Fund	\$ 1,322,589,455	\$ 407,887	0.44%	59
Extended Fund	\$ 2,566,724,258	\$ 3,600,287	1.62%	498
OC Extended Fund B	\$ 38,277,435	\$ -	N/A	217
<i>September 2009</i>				
County Pool - Money Market Fund	\$ 1,970,027,204	\$ 583,000	0.35%	54
Educational Pool - Money Market Fund	\$ 1,368,057,984	\$ 517,448	0.56%	57
Extended Fund	\$ 2,531,354,790	\$ 3,589,904	1.71%	488
OC Extended Fund B	\$ 38,725,414	\$ -	N/A	248
<i>August 2009</i>				
County Pool - Money Market Fund	\$ 2,106,086,758	\$ 915,879	0.50%	57
Educational Pool - Money Market Fund	\$ 1,419,464,342	\$ 769,121	0.58%	60
Extended Fund	\$ 2,443,088,280	\$ 8,317,118	4.02%	476
OC Extended Fund B	\$ 38,891,543	\$ -	N/A	278
<i>July 2009</i>				
County Pool - Money Market Fund	\$ 2,426,411,208	\$ 951,216	0.51%	53
Educational Pool - Money Market Fund	\$ 1,664,060,971	\$ 763,406	0.62%	59
Extended Fund	\$ 2,202,254,242	\$ 8,680,964	3.98%	578
OC Extended Fund B	\$ 39,228,860	\$ -	N/A	309
<i>June 2009</i>				
County Pool - Money Market Fund	\$ 1,715,299,012	\$ 953,720	0.64%	48
Educational Pool - Money Market Fund	\$ 1,403,295,309	\$ 870,875	0.65%	52
Extended Fund	\$ 2,717,967,912	\$ 5,043,252	2.32%	491
OC Extended Fund B	\$ 39,948,442	\$ -	N/A	340
<i>May 2009</i>				
County Pool - Money Market Fund	\$ 1,930,854,836	\$ 1,331,283	0.84%	49
Educational Pool - Money Market Fund	\$ 1,557,527,352	\$ 969,271	0.68%	52
Extended Fund	\$ 2,570,383,695	\$ 5,244,514	2.27%	423
OC Extended Fund B	\$ 49,011,934	\$ -	N/A	389
<i>April 2009</i>				
County Pool - Money Market Fund	\$ 2,179,797,628	\$ 1,444,232	0.64%	51
Educational Pool - Money Market Fund	\$ 1,787,863,217	\$ 854,923	0.74%	50
Extended Fund	\$ 2,687,974,783	\$ 4,796,125	2.17%	417
OC Extended Fund B	\$ 52,200,929	\$ -	N/A	61
April 1, 2009 - March 31, 2010				
	Annual Average	Total for Year	Annual Average	Annual Average
County Pool - Money Market Fund	\$ 2,126,397,302	\$ 9,335,626	0.43%	53
Educational Pool - Money Market Fund	\$ 1,527,750,314	\$ 7,046,248	0.50%	55
Extended Fund	\$ 2,609,607,518	\$ 58,915,713	2.28%	479

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH and QUARTER ENDED MARCH 31, 2010

INVESTMENT STATISTICS - By Investment Fund*

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Current Yield	MONTH Average Yield	Quarter Average Yield	Current NAV
<u>O.C. Money Market Fund</u>	MARKET Value \$ 2,181,831,316 COST (Capital) \$ 2,183,851,280 MONTHLY AVG Balance \$ 2,054,725,114 QUARTERLY AVG Balance \$ 2,135,049,439 BOOK Value \$ 2,182,278,339	53	0.24%	0.31%	0.28%	1.00
<u>O.C. Educational Money Market Fund</u>	MARKET Value \$ 1,378,158,717 COST (Capital) \$ 1,379,848,419 MONTHLY AVG Balance \$ 1,430,938,885 QUARTERLY AVG Balance \$ 1,538,428,305 BOOK Value \$ 1,377,908,785	58	0.29%	0.33%	0.30%	1.00
<u>Extended Fund</u>	MARKET Value \$ 2,728,999,199 COST (Capital) \$ 2,723,551,918 MONTHLY AVG Balance \$ 2,716,635,766 QUARTERLY AVG Balance \$ 2,865,793,144 BOOK Value \$ 2,719,252,688	631	1.71%	1.55%	1.62%	1.00
<u>OC Extended Fund B (Serpentine Holdings)</u>	MARKET Value \$ 36,096,323 COST (Capital) \$ 47,853,306	66	NA	NA	NA	0.75
ALLOCATION OF EXTENDED FUNDS						
<u>Extended Fund (X Fund) County's Share of X Fund</u>	MARKET Value \$ 1,398,203,012 COST (Capital) \$ 1,395,412,096 MONTHLY AVG Balance \$ 1,366,635,766 BOOK Value \$ 1,393,209,386	631	1.71%	1.55%	1.62%	1.00
<u>Educational Share of X Fund</u>	MARKET Value \$ 1,330,796,187 COST (Capital) \$ 1,328,139,820 MONTHLY AVG Balance \$ 1,350,000,000 BOOK Value \$ 1,326,043,302	631	1.71%	1.55%	1.62%	1.00
<u>OC Extended Fund B County's Share</u>	MARKET Value \$ 19,606,926 COST (Capital) \$ 25,993,125	66	NA	NA	NA	0.75
<u>Educational Share</u>	MARKET Value \$ 16,489,396 COST (Capital) \$ 21,860,180	66	NA	NA	NA	0.75

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH and QUARTER ENDED MARCH 31, 2010

INVESTMENT STATISTICS - By Investment Pool***

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Current Yield	MONTH Average Yield	Quarter Average Yield	Current NAV
COMBINED POOL BALANCES						
<i>County Pool</i>	MARKET Value \$	3,599,641,254	277	0.83%	0.81%	1.00
	COST (Capital) \$	3,605,256,482				
	MONTHLY AVG Balance \$	3,421,360,879				
	QUARTERLY AVG Balance \$	3,450,842,583				
	BOOK Value \$	3,601,480,851				
<i>Educational Pool</i>	MARKET Value \$	2,725,444,300	337	0.98%	0.92%	1.00
	COST (Capital) \$	2,729,648,419				
	MONTHLY AVG Balance \$	2,780,938,885				
	QUARTERLY AVG Balance \$	2,888,428,305				
	BOOK Value \$	2,725,812,267				

INVESTMENT STATISTICS - Non Pooled Investments **

DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE
Specific Investment Funds: 112, 283, 480, 482, 483, 494, 497 505, 510, 514, 546, 15B	MARKET Value \$	67,147,961
	COST (Capital) \$	67,255,187
	MONTHLY AVG Balance \$	75,153,006
		Money Market Funds \$ 16,455,043
		Repurchase Agreement 1,081,500
		John Wayne Airport Investment Pool 49,588,672
		GNMA Mortgage-Backed Security 129,972
		\$ 67,255,187

MONTH END TOTALS****

INVESTMENTS & CASH	FUND ACCOUNTING & SPECIFIC INVESTMENTS
County Money Market Fund \$ 2,183,851,260	County Funds \$ 3,563,011,159
County Cash (42,245,322)	School Funds 2,732,372,917
Educational Money Market Fund 1,379,648,419	Specific Investments 67,255,187
Extended Fund 2,723,551,916	
OC Extended Fund B 47,853,306	
School Cash 2,724,498	
Non Pooled Investments @ Cost 67,255,187	
\$ 6,362,639,263	\$ 6,362,639,263

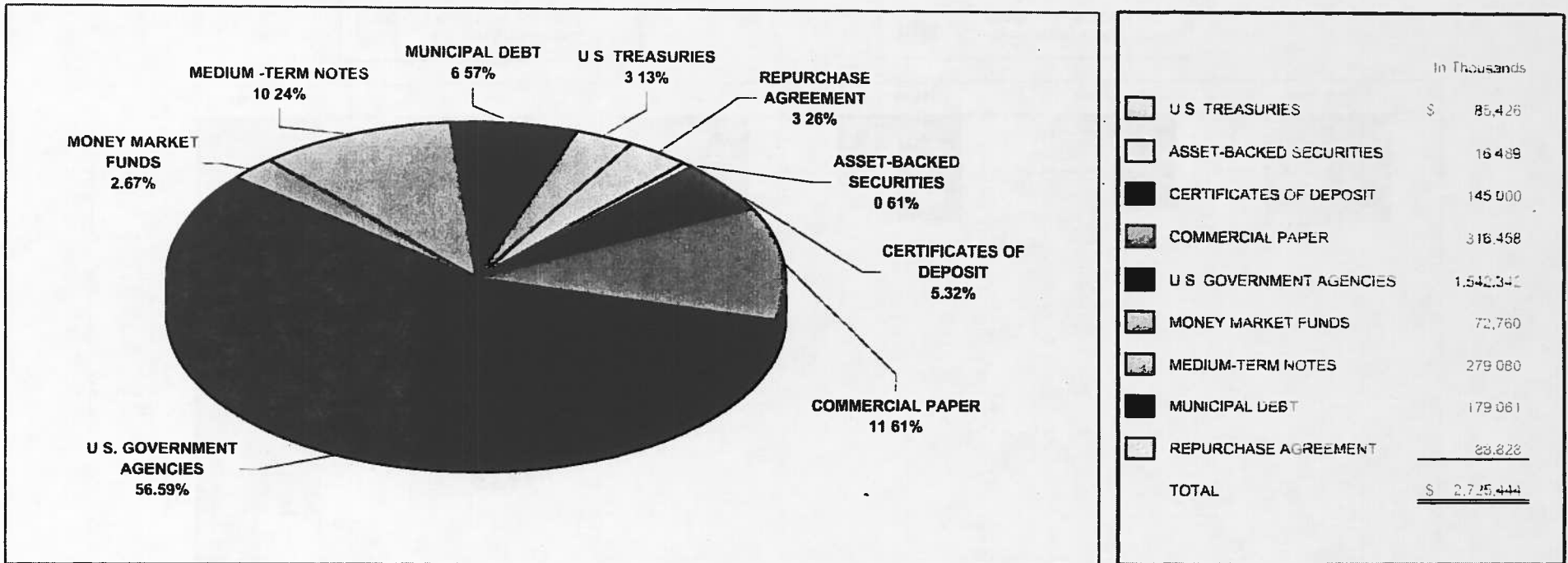
* Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the Investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.

** 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 and Extended Fund B

**ORANGE COUNTY TREASURER - TAX COLLECTOR
ORANGE COUNTY EDUCATIONAL INVESTMENT POOL
PORTFOLIO COMPOSITION - COMBINED ****

March 31, 2010



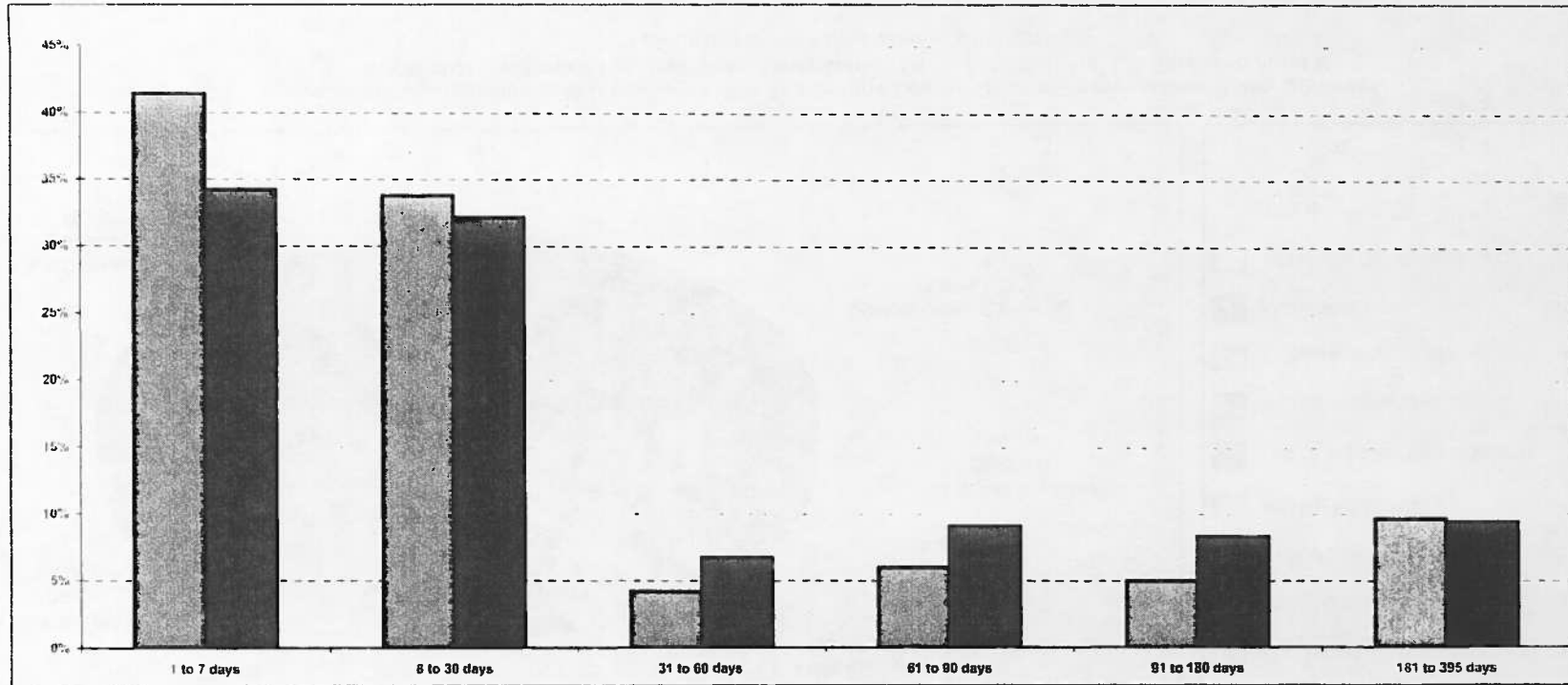
Investment Composition Is In Compliance With The Orange County Treasurer's Investment Policy Statement

**Educational Investment Pool Includes: Money Market Fund, Extended Fund, & Extended Fund B*

*** Calculated Using Market Value at 03/31/2010*

ORANGE COUNTY TREASURER - TAX COLLECTOR
ORANGE COUNTY MONEY MARKET FUND AND EDUCATIONAL MONEY MARKET FUND
MATURITIES DISTRIBUTION

March 31, 2010



O C INVESTMENT POOL MONEY MARKET FUND		
	in Thousands	%
1 TO 7 DAYS	\$ 302,225	41.39%
8 TO 30 DAYS	736,241	33.78%
31 TO 60 DAYS	91,642	4.20%
61 TO 90 DAYS	130,500	5.99%
91 TO 180 DAYS	109,085	5.00%
181 TO 395 DAYS	210,854	9.64%
TOTAL	\$ 2,179,725	100.00%

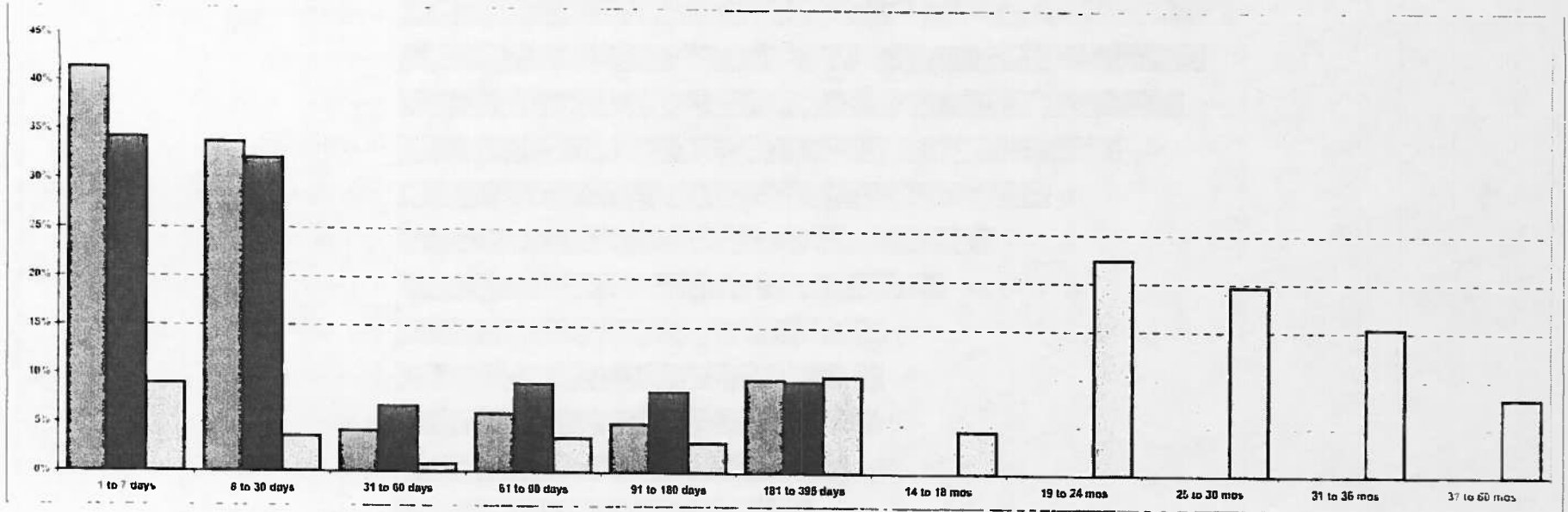
O C EDUCATIONAL MONEY MARKET FUND		
	in Thousands	%
1 TO 7 DAYS	\$ 471,513	34.24%
8 TO 30 DAYS	442,530	32.15%
31 TO 60 DAYS	92,820	6.74%
61 TO 90 DAYS	125,480	8.12%
91 TO 180 DAYS	114,475	6.22%
181 TO 395 DAYS	129,755	9.47%
TOTAL	\$ 1,476,563	100.00%

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 03/31/2010 Floating Rate Notes comprise 31.94% and 42.48% of the O.C. Money Market Fund and Educational Money Market Fund respectively.

**ORANGE COUNTY TREASURER - TAX COLLECTOR
ORANGE COUNTY AND EDUCATIONAL INVESTMENT POOLS
MATURITIES DISTRIBUTION**

March 31, 2010



O C INVESTMENT POOL MONEY MARKET FUND		
	In Thousands	%
1 TO 7 DAYS	\$ 100,220	41.08%
8 TO 30 DAYS	78,241	30.78%
31 TO 60 DAYS	21,640	8.50%
61 TO 90 DAYS	10,080	3.90%
91 TO 180 DAYS	10,066	3.90%
181 TO 395 DAYS	210,164	82.43%
TOTAL	\$ 2,170,216	100.00%

O C EDUCATIONAL MONEY MARKET FUND		
	In Thousands	%
1 TO 7 DAYS	\$ 171,510	66.24%
8 TO 30 DAYS	442,530	30.15%
31 TO 60 DAYS	92,820	6.74%
61 TO 90 DAYS	125,480	9.11%
91 TO 180 DAYS	114,475	8.32%
181 TO 395 DAYS	129,755	9.43%
TOTAL	\$ 1,378,580	100.00%

O C INVESTMENT POOL EXTENDED FUND (Included Extended Fund B)		
	In Thousands	%
1 TO 7 DAYS	\$ 284,752	9.00%
8 TO 30 DAYS	98,260	3.07%
31 TO 60 DAYS	27,300	0.87%
61 TO 90 DAYS	87,850	2.78%
91 TO 180 DAYS	82,675	2.61%
181 TO 395 DAYS	275,000	8.66%
14 TO 18 MONTHS	121,510	3.81%
19 TO 24 MONTHS	613,325	19.16%
25 TO 30 MONTHS	643,600	19.80%
31 TO 36 MONTHS	423,420	13.00%
37 TO 60 MONTHS	126,100	3.87%
TOTAL	\$ 3,174,817	100.00%

Maturity Limits Are In Compliance With The Orange County Treasurer's Investment Policy Statement

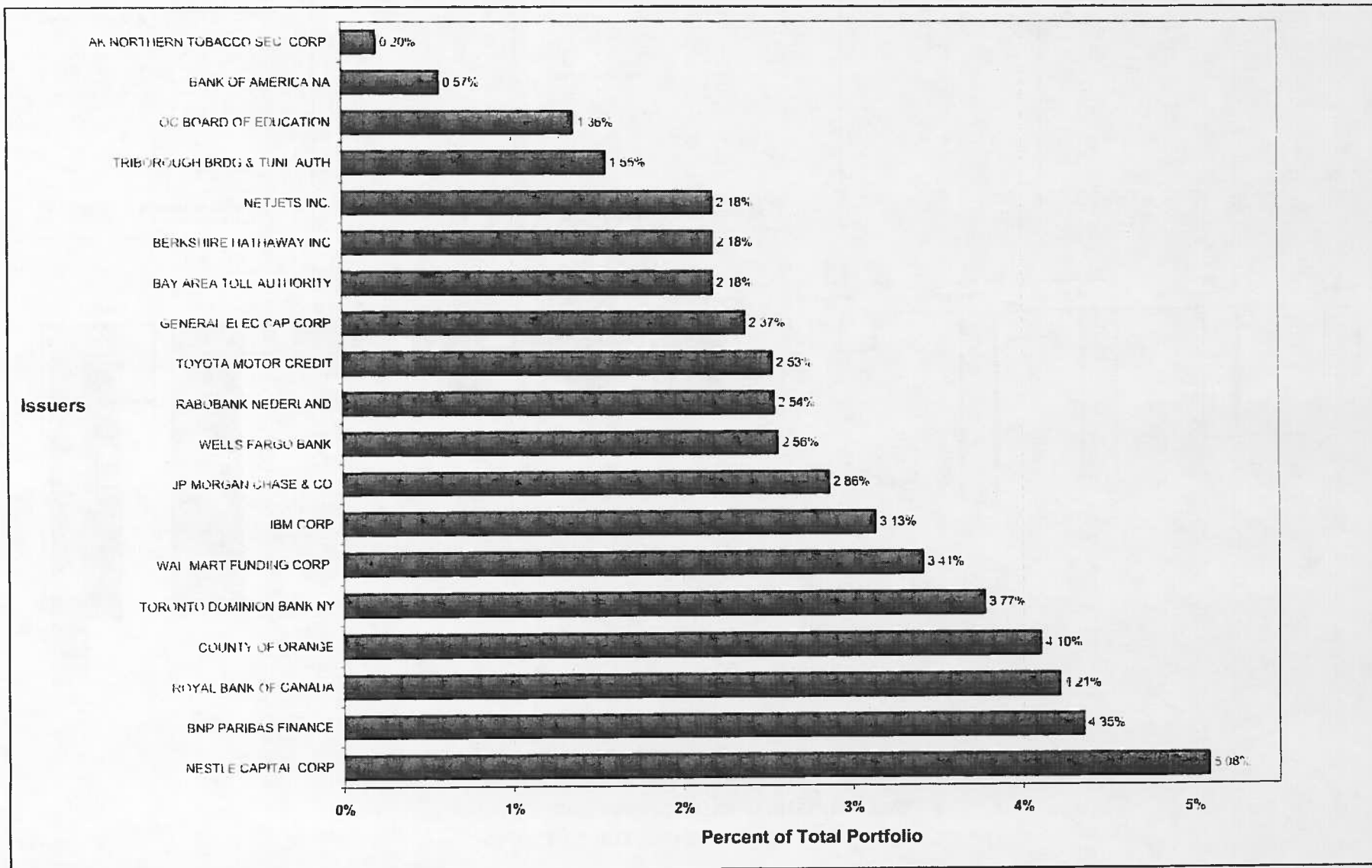
Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date

As of 03/31/2010, Floating Rate Notes comprise 31.94%, 2.79%, and 42.48% of the O C Money Market Funds, Extended Funds, and Educational Money Market Funds, respectively.

ORANGE COUNTY TREASURER - TAX COLLECTOR

EDUCATIONAL MONEY MARKET FUND - ISSUER CONCENTRATION

March 31, 2010



NOTE: See Non-Compliance Report for issuers over 5%

ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING September 30, 2010

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in his projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is relying exclusively on historical activity involving deposits and disbursements and future cash flow projections. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending September 30, 2010, 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
March 2010 - Ending Cash				\$ (42,245,322) *
April	\$ 1,506,932,726	\$ 1,745,995,949	\$ 1,704,875,870	1,505,807,483
May	72,440,208	289,191,512	643,477,005	1,223,962,199
June	120,830,888	312,683,025	402,841,982	1,254,634,130
July	53,538,070	651,257,974	649,537,278	1,309,892,896
August	86,119,585	363,674,660	437,471,091	1,322,216,050
September	247,879,008	321,382,168	408,760,987	1,482,716,239

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
March 2010 - Ending Cash				\$ 2,724,498
April	\$ 561,910,585	\$ 962,011,556	\$ 525,999,096	1,000,647,543
May	72,336,479	233,999,292	531,728,642	775,254,671
June	13,774,043	242,473,182	644,299,054	387,202,842
July	47,141,864	606,213,090	421,837,134	618,720,663
August	61,979,947	397,845,870	370,441,574	708,104,906
September	160,040,915	396,536,634	456,545,721	808,136,734

* The Ledger balance cash overdraft is primarily due to timing differences in the recording of deposits.

ORANGE COUNTY TREASURER-TAX COLLECTOR
STATEMENT OF ACCOUNTABILITY
FOR THE MONTH AND QUARTER ENDED: MARCH 31, 2010

	<u>Month</u>	<u>Quarter</u>
Treasurer's Accountability at the Beginning of the Period:	\$6,309,844,206.09	\$7,261,349,757.40
Cash Receipts:		
County	753,730,508.36	1,525,073,094.43
Schools	489,469,445.77	1,244,587,179.84
Total Cash Receipts	1,243,199,954.13	2,769,660,274.27
Cash Disbursements:		
County	597,460,162.08	1,697,906,402.95
Schools	555,809,121.17	1,932,796,522.25
Checks returned-non sufficient funds	2,104,277.03	2,731,891.49
Total Cash Disbursements	1,155,373,560.28	3,633,434,816.69
Net Change in Book Value of Pooled Assets	87,826,393.85	(863,774,542.42)
Net Decrease in Specific Investments	(35,031,336.85)	(34,935,951.89)
Treasurer's Accountability at the End of the Period:	\$6,362,639,263.09	\$6,362,639,263.09
 Assets in the Treasury at March 31, 2010		
O.C. Investment Pool		\$3,605,256,481.67
Specific investments		67,255,187.04
Cash in banks(including Schools)		(39,529,106.50)
Cash in vault		8,282.36
O.C. Educational Investment Pool		2,729,648,418.52
		\$6,362,639,263.09



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 04/15/2010, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2010.

Earnings Ratio		.00001526772794093
Interest Rate		0.56%
Dollar Day Total	\$	13,327,847.80
Quarter End Principal Balance	\$	148,122.26
Quarterly Interest Earned	\$	203.49

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Resolution on Expenditure Transfers to Permit Payment of Obligations	
Action:	Request for Approval	

BACKGROUND

Each year the Orange County Department of Education requires the district to submit a board resolution which authorizes the County Superintendent of Schools to make necessary transfers between the reserve for contingencies and any expenditure classification or classifications of the district as are necessary to permit the payment of obligations. This resolution covers the fiscal year ending June 30, 2010.

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached Resolution regarding expenditure transfers.

Fiscal Impact:	None	Board Date: May 10, 2010
Prepared by:	Noemi M. Kanouse, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

**RESOLUTION OF THE BOARD OF TRUSTEES
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
OF ORANGE COUNTY, CALIFORNIA**

Resolution No. 10-12, dated this 10th day of May 2010

On motion of _____, duly seconded, it is hereby resolved that, at the close of the 2009-10 fiscal year, the County Superintendent of Schools may make such transfers between the Reserve for Contingencies and any expenditure classification or classifications or balance any expenditure classification of the budget of the District for such school year as are necessary to permit the payment of obligations of the District incurred during such school year. (Education Code Section 42601/85201)

Trustee R. David Chapel

Trustee Mark McLoughlin

Trustee Brian E. Conley

Trustee Lisa Woolery

Trustee John R. Hanna

Trustee Phillip E. Yarbrough

Trustee Lawrence R. "Larry" Labrado

FOR SCHOOL FINANCIAL SERVICES USE

The transfers below were made to permit the payment of final obligations and recording of the current liabilities of the District for such school year per the Resolution above.

By _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Public Hearing – 2010-2011 Tentative Budget	
Action:	Request for Approval	

BACKGROUND

The California Code of Regulations, Title 5, Section 58305 requires adoption of a Tentative Budget on or before the first day of July each year. In so doing we request that the District hold a public hearing on the Tentative Budget for the 2010-2011 fiscal year.

ANALYSIS

Although the California Code of Regulations, Title 5, Section 58305, does not require that the Board of Trustees conduct a public hearing on the Tentative Budget, it is our District's practice to hold a public hearing for both the Tentative and Adopted Budgets.

RECOMMENDATION

It is recommended the Board of Trustees hold a public hearing on the 2010-2011 Tentative Budget at the meeting on June 21, 2010.

Fiscal Impact:	None	Board Date: May 10, 2010
Prepared by:	Noemi M. Kanouse, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Change Order #1, Bid #1054 – Landscaping for the Science Building (Bond Portion) at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Marina Landscape, Inc. for Bid #1054, landscaping for the Science Building at Santiago Canyon College.

ANALYSIS:

During the normal course of construction, certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$1,211.23 and adds an additional 10 days to the length of the project. The total revised contract amount is \$189,688.23. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are .64% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Marina Landscape, Inc. for Bid #1054, landscaping for the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	\$1,211.23	Board Date:	May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1054	P.O. # 08-P0004290
		D.S.A. No. 04-107803	
Contractor:	Marina Landscape Inc.	Change Order No. 1	
Architect:	LPA, Inc.	Date: 4/20/10	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$188,477.00
Previous Change Orders	\$0.00	
This Change Order	\$1,211.23	
Total Change Orders		\$1,211.23
Revised Contract Amount		\$189,688.23
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	10 calendar days	
Total Time Extensions		10 calendar days
Original Completion Date		August 20, 2009
Revised Contract Completion Date		August 30, 2009
RSCCD Board Approval Date		May 10, 2010

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville Construction Services	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services		_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services		_____ Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1840

Project: New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1054	P.O. # 08-P0004290
	D.S.A. No. 04-107803	
Contractor: Marina Landscape Inc.	Change Order No. 1	
Architect: LPA, Inc.	Date: 4/20/10	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Remove existing irrigation and cap off irrigation lines at bungalow relocation project site</p> <p><u>REASON:</u> Allow grading and underground utilities to commence at project site</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 10 calendar days</p>		\$1,211.23
	Sub-Total	\$0.00	\$1,211.23
	Total		\$1,211.23

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Change Order #2, Bid #1055 - Concrete for the Science Building (Bond Portion) at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract with Angeles Contractor, Inc. for Bid #1055, to provide the concrete for the Science Building at Santiago Canyon College.

ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #2.

Change Order #2 increases the contract by \$23,842.95. The total revised contract amount is \$1,570,649.84. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 2.2% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Angeles Contractor, Inc. for Bid #1055, concrete for the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	\$23,842.95	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1055	P.O. # 08-P0003746
Contractor: Angeles Contractor, Inc	D.S.A. No. 04-107803		
Architect: LPA, Inc.	Change Order No. 2	Date: 5/10/10	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,537,000.00
Previous Change Orders	\$9,806.89	
This Change Order	\$23,842.95	
Total Change Orders		\$33,649.84
Revised Contract Amount		\$1,570,649.84
Previous Time Extensions	5 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 20, 2009
Revised Contract Completion Date		July 25, 2009
RSCCD Board Approval Date		May 10, 2010

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville Construction Services	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services	_____ Authorized Signature	_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	_____ Authorized Signature	_____ Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: New Science Building (Bond Funded Portion) at Santiago Canyon College

Bid No. 1055

PO # 08-P0003746

D.S.A. No.

04-107803

Contractor: Angeles Contractor, Inc

Change Order No.

2

Architect: LPA, Inc.

Date: 5/10/10

ITEM NO	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide Additional Footing per RFI #100</p> <p><u>REASON:</u> Additional support required for Stair # 1</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$4,574.77
2.0	<p><u>DESCRIPTION:</u> Cut and Patch Masonry wall per Construction Field Order #1</p> <p><u>REASON:</u> Provide CMU Penetrations for Mechanical, Electrical & Plumbing utilities</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,685.93
3.0	<p><u>DESCRIPTION:</u> Replace the Fabnc on the (2) Existing Projection Screens at the Bond Lecture Hall</p> <p><u>REASON:</u> To Provide a Better Projected Image</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,395.00

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1055	P O # 08-P0003746
	D.S.A. No. 04-107803	
Contractor: Angeles Contractor, Inc	Change Order No. 2	
Architect: LPA, Inc.	Date: 5/10/10	

ITEM NO	EXPLANATION:	CREDIT	EXTRA
4.0	<p><u>DESCRIPTION:</u> Install 24" x 24" Access Panel in the Ceiling at Room 103</p> <p><u>REASON:</u> To Provide a better access for Utility Maintenance</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$5,397.89
5.0	<p><u>DESCRIPTION:</u> Provide Utility Trench and Cover at the Bond Lecture Hall per CCD#7</p> <p><u>REASON:</u> To Provide a better Access for Utility Maintenance</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$6,667.36
6.0	<p><u>DESCRIPTION:</u> Increase door frame widths at rooms 205, 206 and 207 from 6" to 8"</p> <p><u>REASON:</u> Required to enclosed wider steel framing in the wall</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,122.00
Sub-Total		\$0.00	\$23,842.95
Total			\$23,842.95

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Change Order #3, Bid #1055 - Concrete for the Science Building (State Portion) at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract with Angeles Contractor, Inc. for Bid #1055, to provide the concrete for the Science Building at Santiago Canyon College.

ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes, and cost impacts are noted in the attached Change Order #3.

Change Order #3 increases the contract by \$38,953.56. The total revised contract amount is \$2,365,255.44. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 6.7% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #3, Angeles Contractor, Inc. for Bid #1055, concrete for the Science Building at Santiago Canyon College as presented.

Fiscal Impact:	\$38,953.56	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: New Science Building (State Funded Portion) at
Santiago Canyon College

Bid No. 1055 P.O. # 08-P0003747

D.S.A. No. 04-107804

Contractor: Angeles Contractor, Inc

Change Order No. 3

Architect: LPA, Inc.

Date: 5/10/10

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$2,217,000.00
Previous Change Orders	\$109,301.88	
This Change Order	\$38,953.56	
Total Change Orders		\$148,255.44
Revised Contract Amount		\$2,365,255.44
Previous Time Extensions	18 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		18 calendar days
Original Completion Date		July 20, 2009
Revised Contract Completion Date		August 7, 2009
RSCCD Board Approval Date		May 10, 2010

Architect Authorized Signature

Date

Contractor Name Authorized Signature

Date

Construction Manager - Seville Construction Services Authorized Signature

Date

District Inspector Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services Authorized Signature

Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: New Science Building (State Funded Portion) at Santiago Canyon College	Bid No. 1055	P O # 08-P0003747
	D.S.A. No. 04-107804	
Contractor: Angeles Contractor, Inc	Change Order No. 2	
Architect: LPA, Inc.	Date: 5/10/10	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Eliminate Plaster in the Cantilever of the State Bldg and Replace with Lunder Exterior Metal Ceiling Panels</p> <p><u>REASON:</u> To Match the Interior Lindor System installed in the corndor of the Building</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$28,913.94
2.0	<p><u>DESCRIPTION:</u> Modify Projection Screens at Classrooms</p> <p><u>REASON:</u> To Provide a better Projected Image</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$6,572.97
3.0	<p><u>DESCRIPTION:</u> Install eye wash stations at rooms 120, 124, 125, 128, 220, 221, 222, 216 & 224</p> <p><u>REASON:</u> Requested by the college end users, not shown on contract drawings</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$989.65
4.0	<p><u>DESCRIPTION:</u> Drill and Epoxy Dowels into existing footings at Retaining Wall</p> <p><u>REASON:</u> Provide additional Reinforcement to Retaining Wall</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,477
Sub-Total		\$0.00	\$38,953.56
Total			\$38,953.56

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Change Order #4, Bid #1064 – Electrical for the Science Building (Bond Portion) at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Baker Electric for Bid #1064/SCC Science Building to perform the electrical work on the project.

ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #4.

Change Order #4 increases the contract by \$12,677.83 and adds an additional 30 days to the length of the project. The revised contract amount is \$1,519,041.49. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 8% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #4, Baker Electric for Bid #1064, electrical in the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$12,677.83	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No.	1064	P.O #	08-BP000205
		D.S.A. No.			04-107803
Contractor:	Baker Electric Inc.	Change Order No.	4		
Architect:	LPA, Inc.	Date:	4/16/10		

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,406,000.00
Previous Change Orders	\$100,363.66	
This Change Order	\$12,677.83	
Total Change Orders		\$113,041.49
Revised Contract Amount		\$1,519,041.49
Previous Time Extensions	60 calendar days	
Time Extension - This Change Order	30 calendar days	
Total Time Extensions		90 calendar days
Original Completion Date		July 14, 2009
Revised Contract Completion Date		October 12, 2009
RSCCD Board Approval Date		May 10, 2010

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville Construction Services	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services	_____ Authorized Signature	_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services 5.9 (2)	_____ Authorized Signature	_____ Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92708-1640

Project: New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1064	P.O. # 08-BP000205
Contractor: Baker Electric Inc.	D.S.A. No. 04-107803	
Architect: LPA, Inc.	Change Order No. 4	
	Date: 4/16/10	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Update room numbers for both fire alarm and communications systems at each classroom to include (812) data labels, (122) voice labels, (82) patch panel labels and (528) faceplate labels per CCD#18</p> <p><u>REASON:</u> Per college request</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 10 calendar days</p>		\$7,401.91
2.0	<p><u>DESCRIPTION:</u> Run telephone line and modem to LRC building for stand alone fire alarm system</p> <p><u>REASON:</u> Building was designed to be connected to M&O Project, project still not completed</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 10 calendar days</p>		\$4,321.22
3.0	<p><u>DESCRIPTION:</u> Add power to green house per RFI #343</p> <p><u>REASON:</u> Power needed for exhaust fan and motorized louvers</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 10 calendar days</p>		\$954.70
Sub-Total		\$0.00	\$12,677.83
Total			\$12,677.83

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Change Order #5, Bid #1064 – Electrical for the Science Building (State Portion) at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Baker Electric for Bid #1064/SCC Science Building to perform the electrical work on the project.

ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #5.

Change Order #5 increases the contract by \$4,440.76 and adds an additional 20 days to the length of the project. The revised contract amount is \$1,886,719.24. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 9.7% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #5, Baker Electric for Bid #1064, electrical in the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$4,440.76	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	New Science Building (State Funded Portion) at Santiago Canyon College	Bid No. 1064	P O # 08-BP000206
Contractor:	Baker Electric Inc.	D.S.A. No.	04-107804
Architect:	LPA, Inc.	Change Order No.	5
		Date:	4/16/10

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,720,000.00
Previous Change Orders	\$162,278.48	
This Change Order	\$4,440.76	
Total Change Orders		\$166,719.24
Revised Contract Amount		\$1,886,719.24
Previous Time Extensions	60 calendar days	
Time Extension - This Change Order	20	
Total Time Extensions		80 calendar days
Original Completion Date		July 14, 2009
Revised Contract Completion Date		October 2, 2009
RSCCD Board Approval Date		May 10, 2010

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager - Seville Construction Services	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum Director - District Construction and Support Services	_____ Authorized Signature	_____ Date
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash Vice Chancellor, Business Operations/Fiscal Services	_____ Authorized Signature	_____ Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: New Science Building (State Funded Portion) at Santiago Canyon College	Bid No. 1064	PO # 08-BP000206
	D.S.A. No. 04-107804	
Contractor: Baker Electric Inc.	Change Order No. 5	
Architect: LPA, Inc.	Date: 4/16/10	

ITEM NO	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Additional power & data needed for accessible work stations</p> <p><u>REASON:</u> Power & data needed in order to make it ADA compliant</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 10 calendar days</p>		\$2,010.14
2.0	<p><u>DESCRIPTION:</u> Remove and Reinstall light fixtures at exterior cantilever per CCD#28R</p> <p><u>REASON:</u> New exterior metal ceiling panel at cantilever</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 10 calendar days</p>		\$2,430.62
Sub-Total		\$0.00	\$4,440.76
Total			\$4,440.76

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Change Order #1 – Bid #1065 – HVAC for the Science Building (Bond Portion) at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board awarded a contract to Athena Engineering, Inc. for Bid #1065/SCC Science Building to perform the HVAC portion of the project.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$10,551.00. The revised contract amount is \$764,726.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 1.4% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Athena Engineering, Inc. for Bid #1065, HVAC for the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$10,551.00	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No.	P O #	08-P0003743
Contractor:	Athena Engineering, Inc	D S.A. No.		04-107803
Architect:	LPA, Inc.	Change Order		1
		Date:		5/10/10

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$754,175.00
Previous Change Orders	\$0.00	
This Change Order	\$10,551.00	
Total Change Orders		\$10,551.00
Revised Contract Amount		\$764,726.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 20, 2009
Revised Contract Completion Date		
RSCCD Board Approval Date		May 10, 2010

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville Construction Services	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum	Authorized Signature	Date
Director - District Construction and Support Services	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash	Authorized Signature	Date
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1065	P.O # 08-P0003743
	D.S.A. No. 04-107803	
Contractor: Athena Engineering, Inc	Change Order No. 1	
Architect: LPA, Inc.	Date: 5/10/10	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Replace original 10" VAV box with a 14" box</p> <p><u>REASON:</u> To accomadate the 2,580 CFM requirement needed for air balancing completion</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$10,551.00
Sub-Total		\$0.00	\$10,551.00
Total			\$10,551.00

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Change Order #2 – Bid #1076 – Glass/Glazing for the Science Building (Bond Portion) at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Best Contracting Services for Bid #1076/SCC Science Building to perform the glass and glazing portion of the project.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2.

Change Order #2 increases the contract by \$23,317.74 and adds an additional 40 days to the length of the project. The revised contract amount is \$1,090,305.44. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 4.3% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Best Contracting Services for Bid #1076, glass and glazing for the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$23,317.74	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No.	P.O. #	08-P0004493
		D.S.A. No.	04-107803	
Contractor:	Best Contracting Services	Change Order No	2	Bond
Architect:	LPA, Inc.	Date:	5/10/10	

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,042,990.00
Previous Change Orders	\$23,997.70	
This Change Order	\$23,317.74	
Total Change Orders		\$47,315.44
Revised Contract Amount		\$1,090,305.44
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	40 calendar days	
Total Time Extensions		40 calendar days
Original Completion Date		August 25, 2009
Revised Contract Completion Date		October 5, 2009
RSCCD Board Approval Date		May 10, 2010

Architect _____ Authorized Signature Date _____

Contractor Name _____ Authorized Signature Date _____

Construction Manager - Seville Construction Services _____ Authorized Signature Date _____

District Inspector _____ Authorized Signature Date _____

Darryl A. Odum
Director - District Construction and Support Services _____ Authorized Signature Date _____

Assistant Vice Chancellor - Facility Planning _____ Authorized Signature Date _____

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services _____ Authorized Signature Date _____

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1076	P O. # 08-P0004493
	D.S.A. No. 04-107803	
Contractor: Best Contracting Services	Change Order No. 2	
Architect: LPA, Inc.	Date: 5/10/10	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Install additional 960 sq.ft of Sinacore panels required at high roof</p> <p>REASON: Additional panels were required to accomadate the field condition at the high roof.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 15 calendar days</p>		\$11,038.34
2.0	<p>DESCRIPTION: Provide stainless steel threshold at 2nd floor entry to elevator</p> <p>REASON: Required to complete elevator inspection.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 10 calendar days</p>		\$537.64
3.0	<p>DESCRIPTION: Provide a galvanized sheet metal enclosure</p> <p>REASON: To Protect water heater from exposure</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 10 calendar days</p>		\$8,095.00
4.0	<p>DESCRIPTION: Install temporary roof crcket at roof and stair tower</p> <p>REASON: To keep impending rain from running underneath roof panels and damaging matenal.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 5 calendar days</p>		\$3,646.76
Sub-Total		\$0.00	\$23,317.74
Total			\$23,317.74

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Change Order #3, Bid #1076 – Glass/Glazing for the Science Building (State Portion) at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Best Contracting Services for Bid #1076/SCC Science Building to perform the glass and glazing portion of the project.

ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #3.

Change Order #3 increases the contract by \$36,605.37. and adds an additional 30 days to the length of the project. The revised contract amount is \$1,715,286.08. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 4.6% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #3, Best Contracting Services for Bid #1076, glass and glazing for the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$36,605.37	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: **New Science Building (State Funded Portion) at
Santiago Canyon College**

Bid No. **1076** P.O. # **08-P0004494**

D.S.A. No. **04-107804**

Contractor: **Best Contracting Services**

Change Order No. **3**

Architect: **LPA, Inc.**

Date: **5/10/10**

The undersigned contractor hereby agrees to accomplish these changes in accordance with the original drawings and specifications except as specifically noted otherwise.

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,640,410.00
Previous Change Orders	\$38,270.71	
This Change Order	\$36,605.37	
Total Change Orders		\$74,876.08
Revised Contract Amount		\$1,715,286.08
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	30 calendar days	
Total Time Extensions		30 calendar days
Original Completion Date		August 25, 2009
Revised Contract Completion Date		September 24, 2009
RSCCD Board Approval Date		May 10, 2010

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Seville Construction Services

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Authorized Signature

Date

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92706-1640

Project: New Science Building (State Funded Portion) at Santiago Canyon College	Bid No. 1076	P O # 08-P0004494
	D.S.A. No. 04-107804	
Contractor: Best Contracting Services	Change Order No. 3	
Architect: LPA, Inc.	Date: 5/10/10	

ITEM NO	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Install additional 807 sq.ft of Sinacore panels required at high roof</p> <p><u>REASON:</u> Additional sinacore panels were required to accomodate the field condition at the high roof</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 15 calendar days</p>		\$24,688.87
2.0	<p><u>DESCRIPTION:</u> Provide a galvanized sheet metal enclosure</p> <p><u>REASON:</u> To protect water heater from exposure</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 15 calendar days</p>		\$11,916.50
Sub-Total		\$0.00	\$36,605.37
Total			\$36,605.37

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

To: Board of Trustees	Date: May 10, 2010
Re: Approval of Architect Change Order - SAC Baseball Complex	
Action: Request for Approval	

BACKGROUND:

On June 30, 2008, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design and engineering services for the Baseball Complex at Santa Ana College.

ANALYSIS:

Changes to the project scope of work, including additional design studies, revisions for DSA compliance are required of LPA in order to complete the construction of the Baseball Complex at SAC.

The cost for these services is estimated at \$10,000 with no additional reimbursable expenses at this time.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional services in the amount of \$10,000 as presented.

Fiscal Impact: \$10,000.00	Board Date: May 10, 2010
Prepared by: Darryl A. Odum, Director, District Construction and Support Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

Client Copy

PROFESSIONAL SERVICES AUTHORIZATION

Client: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Attn: Darryl Odum
Phone: Fax:

Project No.: 28015.10 Date: March 16, 2010
Project: Santa Ana College - Baseball Complex
Location: Santa Ana PSA No.: 2
Office: Irvine Issued By: SOS
Client Contract: LPA PIC: Chris Torrey
Client Job No.: License #: C17881
LPA PM: Rich Bienvenu

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' on the back of this form for additional information. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Santa Ana College - Baseball Complex located within the Rancho Santiago Community College District.

LPA will provide: [] New Services [X] Additional Services [] Revised Scope of Services

Services shall include:

Design Studies and contract document revisions for the baseball field per the attached Scope of Services dated February 24, 2010.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions' shown on the reverse side of this authorization. The 'Terms and Conditions' are a part of this Agreement.

Fee: Fixed Fee \$10,000.00
Reimbursable Expenses: None \$0.00

The following consultants shall provide services for this scope of services:

Irrigation Designer
Structural Engineer

Special Conditions:

None

Table with 4 columns: Contract Status, Services, Expenses, Contract Total. Rows include Original Contract Amount, Total of Previous Addenda, Previous Totals, This PSA Amount, and New Fee Totals.

Client Authorized Signature

Date

LPA Authorized Signature

Date

Handwritten signature of Darryl Odum and date 4/28/10

Handwritten signature of Christopher D. Torrey

Handwritten date 3/17/10

Christopher D. Torrey, AIA Principal, LEED AP

5.14 (2)

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617 Tel: 949.261.1001 Fax: 949.260.1190

EXHIBIT 'A'

LPA PROJECT NO.
2015.19

LPA

SCOPE OF SERVICES
SAC - BASEBALL ADA

Rich -
Please proceed with
plan changes. A. P.O.
will be generated and
sent to you next week

Thanks
Alex

Date: February 24, 2010
Project: Baseball Complex ADA
Location: Santa Ana College, Santa Ana, CA
Architect: LPA, Inc.
Contact: Rich Bienvenu

Project Assumptions:

The following elements are listed as a clarification to the Scope of Services described on the following pages. All assumptions are based on information known at the time as provided by Alex Quiedo, RSCCD.

Clarifications and assumptions include the following:

1. The project scope includes design studies and contract document revisions for baseball field revisions including: DSA compliant scorekeepers table with shade canopy, concession stand café area and landscape, baseball dugout fencing, baseball storage container relocations, infield mix storage bin revisions, planter revisions, additional concrete paving and chain link fence revisions. LPA services will include the planning and design of the above including: paving and layout, conceptual grading studies, and coordination with potential shade structure providers. Services not included in this scope are: engineering, grading, drainage, lighting, site survey and base preparation. Consultants not specifically listed as part of this scope of service or any items requiring building permits, are also not included.
2. Consultants included within the Scope of these Services are:
 - Irrigation Designer
 - Structural Engineer

LANDSCAPE DEVELOPMENT

TASK 1 - DESIGN

- A. **PROGRAM:** The establishment of design criteria, program, and budget with the Client. LPA will prepare design plans consisting of a landscape plan, sections, and elevations as necessary that become the foundation upon which subsequent development is coordinated.
- B. **SITE ANALYSIS AND EVALUATION:**
 - 1. Pedestrian circulation patterns and their relationship to ingress and egress circulation.
 - 2. Physical boundaries and easements.
 - 3. Adjacent site edges, uses and relationships.
 - 4. Agency conditions of approval and zoning regulations.
 - 5. Review of water, sewer, storm drain, electrical, telephone and cable sources (as readily available).
 - 6. Review of site topography and surface drainage (as readily available).
 - 7. Vegetation types, extents, size and condition.
- C. **DESIGN:** Prepare conceptual design studies illustrating the concept for baseball field revisions.
- D. **SECTIONS:** Draw descriptive sections and elevations (2 maximum at 1/8"=1'-0") as necessary to clarify the design.
- E. **MEETINGS:** Attend meetings with client. We anticipate the following meeting schedule:
 - 1. Initial meeting with Client per Task 1A.
 - 2. Presentation of Design Plan documents to the client.
- G. **SUMMARY:**
 - 1. Meetings
 - 1 w/ Client
 - 3 Design Team/Coordination
 - 2. Deliverables
 - 1 illustrative concept plan

TASK 2 - CONSTRUCTION DOCUMENTS

- A. Upon the approval by the College of the Design Development Documents LPA will prepare the necessary drawings to construct the elements of the landscape architectural program consisting in general of:
 - 1. Precise grading plan.
 - 2. Layout and Materials Plan.
 - 3. Construction Details.
 - 4. Irrigation Plans.
 - 5. Irrigation Details
 - 6. Planting Plans.
 - 7. Planting Details.
 - 8. Specifications.
- B. **HARDSCAPE LAYOUT:** Prepare labeled and dimensioned Material and Layout plans with detail call-outs.
- C. **PLANTING:** Prepare labeled planting plan with legend and call-outs.
- D. **DETAILS:** Prepare construction and installation details of hardscape elements, site furnishings and planting.
- E. **CONSTRUCTION SPECIFICATIONS:** Specifications that describe style, materials, workmanship and finishes.
- F. **IN-HOUSE REVIEW:** Provide coordination, plan check and revisions.
- G. **IRRIGATION CONSULTANT:** Provide irrigation construction documents.

BIDDING

- A. Upon the approval of Construction Documents, LPA will assist the College in reviewing bids.
- B. **BID RECOMMENDATIONS:** Review of bids and make recommendations regarding the experience on similar projects, workmanship, timeliness and maintenance performance of bidders.
- C. **ADDENDA/REVISIONS:** Provide clarifications and corrections to the construction documents.

FIELD OBSERVATION

A. LPA will make periodic visits to the site to become familiar with the progress and quality of construction to determine that the construction of the landscape work is proceeding in accordance with the intent and construction documents. During such visits on the basis of observations at the site, LPA will keep the Campus informed of the progress of construction and may recommend rejection of work to the Campus as failing to conform to the construction documents.

B. SCHEDULED SITE VISITS:

1. Landscape Architect Recommended Site Visits:

- Pre-construction Conference
- Hardscape Layout/Review forms and curbs
- Irrigation system Coverage Test
- Plant Material/Layout Review
- Pre-maintenance Review
- Final Post-maintenance Review

2. Each Site Visit may include a written "Field Report" indicating the status of construction for visits performed.

3. This phase shall also include coordination between the plans, field construction, and Shop Drawing review.

4. Field Observation fees are based on a three (3) month duration of construction. Field Observation exceeding proposed duration will be billed hourly.

ASSUMPTIONS

1. **SURVEY:** Client to provide an accurate topographic survey including legal boundaries, spot elevations, existing utilities and existing and proposed improvements in a digital format, with available historical record drawing(s) to assist in this product.

2. **GEOTECHNICAL SOILS REPORT:** Client to provide a current Geotechnical Soils Report.

3. **APPROVAL:** Verbal request to commence each task constitutes approval of prior work. Changes in subsequent work will be considered additional services, documented and billed on an hourly basis.

4. **CONSULTANTS:** The work of listed consultants are included as part of this contract. All other necessary consultants such as civil, electrical and/or other related consultants are not a part of this contract. Should the Owner require LPA to enlist the services of other consultants, these additional consultants shall be considered in addition to the contract and will be billed at a factor of 1.25.

5. REPRODUCTION RESPONSIBILITIES:

a. Printing will be billed at 1.10 times cost.

6. **UTILITY COMPLIANCE:** The coordination and review of landscape designs with outside agencies for compliance with code requirements and obtaining any necessary approvals shall be by the Owner.

7. **BUILDING PERMITS:** Submittals and coordination for permits shall be by the Owner.

8. **BILLING/PAYMENT:** LPA shall invoice monthly for a percentage of the work completed under the terms of the Contract. Payment is due thirty (30) days from the date of the invoice. LPA shall stop all current work, and notify the client if payment is not received within thirty (30) days.

9. **ADDITIONAL SERVICES:** Tasks either not included or in addition to this Scope of Services, but requested by the Client shall be identified as such and billed at an hourly rate, unless a detailed scope is requested. This includes but is not limited to additional meetings, site visits, and design services.

10. **FEES:** The Client shall pay all government fees, permits, assessments, etc.

11. **SPECIAL MEETINGS:** Necessary preparation time and attendance at public hearings or agency meetings by LPA are not within this Scope of Services.

12. **PHASING:** Plans shall be prepared as ultimate project is one construction phase unless otherwise directed by the Client. Should the drawings be phased after the acceptance of this document, the additional work will be identified as additional services and be billed at an hourly rate, unless a detailed scope is requested.

Handwritten: JLD
3-4-10

HOURLY RATE SCHEDULE

Principal	\$195.00
Senior Project Director	\$175.00
Project Director	\$155.00
Senior Project Manager	\$145.00
Managing Professional	\$135.00
Senior Professional	\$120.00
Professional	\$110.00
Professional Staff	\$100.00
Intermediate Staff	\$90.00
Staff	\$80.00
Support Specialist	\$70.00
Clerical Staff	\$65.00
Intern	\$55.00

NOTE: These rates became effective January 1, 2008 and are subject to change annually.

FEE PROPOSAL

Task 1 Schematic Design (Hourly not to exceed)	\$3,500
Task 2 Construction Documents (Hourly not to exceed)	\$6,500

TOTAL FEE (HOURLY NOT TO EXCEED) \$10,000

Reimbursables for the following are not included in the fee and shall be reimbursed to the Architect at 1.10 times the invoice amount estimated not to exceed total is \$1,000.00.

- .01 Mileage/travel outside Orange County.
- .02 Reproduction.
- .03 CAD plotting.
- .04 Renderings.
- .05 Models.

Deliverables: The preceding description(s) of services generally describe the activities associated with executing the work. The necessity for, and the extent to, which the Architect and Architect's consultants must commit time and resources to any specific activity will vary depending on the needs of the Project. Consequently, these descriptions do not represent a set list of 'Deliverables'.

Meetings: Where the maximum number of meetings to be included in Architect's services are specified herein, Architect and Architect's consultants agree to attend, and participate in, as many meetings as specified as part of the Basic Services. Meetings in excess of those specified will be billed as Additional Services. Meetings, however, shall not be prorated and Architect's fee shall not be reduced should fewer than the specified number of meetings be necessary in order for Architect and Architect's consultants to complete the professional services of this Agreement.

Consultation and Coordination: All consultations and coordination not associated with specific meetings shall be conducted at the sole discretion of the Architect and Architect's consultants and only as necessary for the Architect and Architect's consultants to complete the professional services of this Agreement.

Documents: Documents described in the preceding description(s) of services shall be provided as appropriate for the needs of the Project and to a level of detail consistent with the standard of practice for this type of project and for the geographical area and regulatory jurisdiction(s) in which the Project is located.

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

To: Board of Trustees	Date: May 10, 2010
Re: Approval of Architect Change Order - SCC Maintenance & Operations Building	
Action: Request for Approval	

BACKGROUND:

On September 8, 2003, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design, engineering and bid documents for the Maintenance & Operations Facility at Santa Ana College funded by Measure "E".

ANALYSIS:

Due to schedule delays, additional construction administration services have been required of LPA in order to complete the construction of the M & O Building at SCC.

The cost for these administrative services is estimated at \$36,000 with additional reimbursable expenses of \$3,600.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional services in the amount of \$36,000 plus added reimbursables of \$3,600 as presented.

Fiscal Impact:	\$36,000.00 plus reimbursables estimated at \$3,600.00	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

Client Copy

PROFESSIONAL SERVICES ALLOCATION

Client: **RANCHO SANTIAGO COMMUNITY COLLEGE**
DISTRICT
2323 North Broadway
Santa Ana, CA 92706-1640
 Attn: **Robb Gumbert**
Facilities Planning Specialist
 Phone: **(714) 480-7510** Fax: **(714) 796-3910**

Project No.: **23116.20** Date: **February 25, 2010**
 Project: **Santiago Canyon College - Infrastructure - M&O Building**
 Location: **Orange** PSA No.: **14**
 Office: **Irvine** Issued By: **Young Min**
 Client Contract: **PO # 0500291** LPA PIC: **Chris Torrey**
 Client Job No.: License #: **17881**
 LPA PM: **Young Min**

Execution of this document will confirm your request for professional services. The Terms and Conditions of the Architectural Services Agreement dated November 16th, 2004 are a part of this Agreement. The Project is generally described as:

Santiago Canyon College Infrastructure Contract - Maintenance and Operations Building

LPA will provide: New Services Additional Services Revised Scope of Services

Services shall include:

Due to contractor's (MEPCO) schedule delays, extension of Construction Administration Services from January 1, 2010 through March 31, 2010. \$12,000 per month for three (3) months. Total Fee: \$36,000.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' shown on the Architectural Services Agreement dated November 16, 2004. The 'Terms and Conditions' are a part of this Agreement.

Phased Fixed Fee **\$36,000.00**
 Reimbursables: **\$3,600.00**

The following consultants shall provide services for this project:

Special Conditions:

Original Fee	\$1,295,000.00
Less PSA #1 (Marquee)	-\$8,000.00
Less PSA #2 (Phasing)	-\$10,000.00
Less PSA #3 (Marquee Sign)	-\$25,240.00
Less PSA #4 (Grading/Portables)	-\$471,000.00
Less PSA #5 (M&O Building)	-\$480,240.00
Less PSA #6 (Stages)	-\$75,000.00
Less PSA #7 (Mass Grading)	-\$32,500.00
Less PSA #8 (Cone Stand/Softball Field)	-\$135,000.00
Less PSA #9 (Construction Survey)	-\$41,882.50
Less PSA #10 (Demo Garden)	-\$7,935.00
Less PSA #11 (Planetarium)	-\$4,000.00
Plus PSA #12 (M & O) Building	\$61,250.00
Less PSA #13 (M & O) Building	-\$36,000.00
Plus PSA #14 (M & O) Building	\$36,000.00
Total Remaining	\$61,502.50

Contract Status:	Services:	Expenses:	Contract Total:
Total of PSA #1:	\$1,295,000.00	\$0.00	\$1,295,000.00
Total of Previous PSA's:	<u>(\$1,269,497.50)</u>	\$0.00	(\$1,269,497.50)
Previous Totals:	\$25,502.50	\$0.00	\$25,502.50
This PSA Amount (Additional Fees):	\$36,000.00	\$0.00	\$36,000.00
Remaining Fee Total:	\$61,502.50	\$0.00	\$61,502.50

Client Authorized Signature: Barry Adam Date: 4/28/10

LPA Authorized Signature: [Signature] Date: 2/25/10
Christopher D. Torrey, AIA, Principal, LEED® AP

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

To: Board of Trustees	Date: May 10, 2010
Re: Approval of Architect Change Order - SCC Science Building (Bond funded portion)	
Action: Request for Approval	

BACKGROUND:

On June 25, 2001, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design, engineering and bid documents for the Science Building at Santiago Canyon College (Bond portion to be funded by Measure "E").

ANALYSIS:

Due to schedule delays, additional construction administration services have been required of LPA in order to complete the construction of the Science Building at SCC.

The cost for these administrative services is estimated at \$24,000 with no additional reimbursable expenses.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional services in the amount of \$24,000 as presented.

Fiscal Impact: \$24,000.00	Board Date: May 10, 2010
Prepared by: Darryl A. Odum, Director, District Construction and Support Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

Client Copy

PROFESSIONAL SERVICES AUTHORIZATION

Client: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT 2323 North Broadway Suite 112 Santa Ana, CA 92706-1640 Attn: Robb Gumbert Facilities Planning Specialist Phone: (714) 480-7510 Fax: (714) 796-3910

Project No.: 21050.30 Date: February 25, 2010 Project: Santiago Community College - Science Building (Bond Funded) Measure "E" Location: Orange PSA No.: 3 Office: Irvine Issued By: Young Min Client Contract: LPA PIC: Chris Torrey Client Job No.: License #: C17881 LPA PM: Young Min

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' of the Architectural Services Agreement dated January 11, 2005 for additional information. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Santiago Canyon College Science Building (Bond Funded) Measure "E" located in the Rancho Santiago Community College District.

LPA will provide: [] New Services [X] Additional Services [] Revised Scope of Services

Services shall include:

Due to contractor's schedule delays, extension of Construction Administration Services from January 1, 2010 through March 31, 2010. \$8,000 per month for Three (3) months. Total Fee: \$24,000.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' shown on the reverse side of this authorization. The 'Terms and Conditions' are a part of this Agreement.

Table with 3 columns: Fee, Reimbursable Expenses, and Amount. Rows: Phased Fixed Fee (\$24,000.00), None (\$0.00)

The following consultants shall provide services for this scope of services:

Special Conditions:

None

Summary table with 4 columns: Contract Status, Services, Expenses, Contract Total. Rows: Original Contract Amount, Lab Consultant & Prog. Allowance, Previous Totals, This PSA Amount, New Fee Totals

Client Authorized Signature: [Signature] Date: 4/28/10

LPA Authorized Signature: [Signature] Date: 2/25/10 Christopher D. Torrey, AIA, Principal, LEED@ AP

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617

Tel: 949.261.1001 Fax: 949.260.1190

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

To: Board of Trustees	Date: May 10, 2010
Re: Approval of Architect Change Order - SCC Science Building (State funded portion)	
Action: Request for Approval	

BACKGROUND:

On June 25, 2001, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design, engineering and bid documents for the Science Building at Santiago Canyon College (State portion now to be funded by Measure "E").

ANALYSIS:

Due to schedule delays, additional Construction Administration Services have been required of LPA in order to complete the construction of the Science Building at SCC.

The cost for these administrative services is estimated at \$36,000 with no additional reimbursable expenses.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional services in the amount of \$36,000 as presented.

Fiscal Impact: \$36,000.00	Board Date: May 10, 2010
Prepared by: Darryl A. Odum, Director, District Construction and Support Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

PROFESSIONAL SERVICES AUTHORIZATION

Client: **RANCHO SANTIAGO**
COMMUNITY COLLEGE DISTRICT
2323 North Broadway
Suite 112
Santa Ana, CA 92706-1640
 Attn: **Robb Gumbert**
Facilities Planning Specialist
 Phone: **(714) 480-7510** Fax: **(714) 796-3910**

Project No.: **21050.20** Date: **February 25, 2010**
 Project: **Santiago Community College - Science Building**
(State Funded)
 Location: **Orange** PSA No.: **4**
 Office: **Irvine** Issued By: **Young Min**
 Client Contract: **PO # 0603059** LPA PIC: **Chris Torrey**
 Client Job No.: License #: **C17881**
 LPA PM: **Young Min**

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' of the Architectural Services Agreement dated June 26, 2001 for additional information. The 'Terms & Conditions' are a part of this agreement. This project is generally described as:

Santiago Canyon College Science Building (State Funded) located in the Rancho Santiago Community College District.

LPA will provide: New Services Additional Services Revised Scope of Services
 Services shall include:

Due to contractor's schedule delays, extension of Construction Administration Services from January 1, 2010 through March 31, 2010. \$12,000 per month for three (3) months. Total Fee: \$36,000.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' shown on the reverse side of this authorization. The 'Terms and Conditions' are a part of this Agreement.

Fee:	Phased Fixed Fee	\$36,000.00
Reimbursable Expenses:	None	\$0.00

The following consultants shall provide services for this scope of services:

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$595,584.00	\$60,000.00	\$655,584.00
Total of Previous Addenda:	\$761,846.70	(\$44,600.00)	\$717,246.70
Previous Totals:	\$1,357,430.70	\$15,400.00	\$1,372,830.70
This PSA Amount:	\$36,000.00	\$0.00	\$36,000.00
New Fee Totals:	\$1,393,430.70	\$15,400.00	\$1,408,830.70

Client Authorized Signature _____ Date _____

LPA Authorized Signature _____ Date _____

Mary Odeum *4/25/10*

[Signature] **2/25/10**

Christopher D. Torrey, AIA, Principal, LEED® AP

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617 Tel: 949.261.1001 Fax: 949.260.1190

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval for Additional Testing Services for the Gym Restroom Addition, Gym Floor Replacement and Fire Sprinkler Installation at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On June 22, 2009, the Board of Trustees approved the above noted agreement with Twining Laboratories to perform construction testing for this project as required by the Division of State Architect (DSA).

ANALYSIS:

The original amount was estimated at \$18,453, based upon assumptions by Twining Labs as to the construction schedule and anticipated tests and inspections. On August 24, 2009, the Board approved additional compensation in the amount of \$30,000 which increased the contract to \$48,453.

It is now indicated that the actual tests and inspections that will be required to complete the project will require additional compensation in the amount of \$32,250 as noted in the attached proposal from Twining Labs, dated March 25, 2010. The revised cost for this contract is \$80,703.

The additional costs for services are for material testing, off-site inspections and testing, concrete slab moisture testing and additional testing that has been requested by the Inspector of Record.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement to increase the compensation to Twining Laboratories as presented.

Fiscal Impact:	\$32,250.00	Board Date: May 10, 2010
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

Project No.: 090250.1

March 25, 2010

Rancho Santiago Community College District
Attn Darryl Odum
2323 N Broadway
Santa Ana, CA 92706-1640



**Subject: Budget Amendment Request
Materials Testing and Inspection Services
Rancho Santiago Community College District
Santa Ana College – Gym Floor Replacement & Restroom Remodel
(04-106765)**

OFFICE
562.426.3355

FAX
562.426.6424

WRB
twininglabs.com

Dear Mr. Odum

As requested, this letter provides you with a revised projected cost estimate to complete the materials testing and inspection services contract for the subject project. I have based this on work performed to date and information provided by Jerry Johnston, current project inspector.

We have billed a total of \$78,436.69 through our invoice dated January 31, 2010 exceeding the NTE of \$48,453.91 an overage of \$29,982.78. Additionally, presented in the table below is a breakdown of inspection costs which significantly contributed to the overage.

**Table 1
Materials Testing and Inspection**

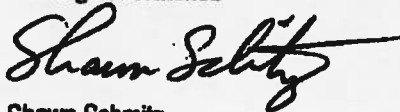
Work Effort	Hours/Units	Rate	Cost
Unanticipated Batch Plant/QC	40	\$76.60	\$3,064.00
Unanticipated Miscellaneous Site Inspection	132	\$75.10	\$9,913.20
Unanticipated Field AWS CWI Inspection	152	\$77.60	\$12,416.00
Show Up	2	\$75.10	\$150.20
Materials Testing & Project Management	--	--	\$4,200
Administrative Fee 1% on above	--	--	\$297.43
Total of Above			\$30,040.83
Anticipated Billing:			2,000.00
Total Increase in NTE Requested:			\$32,250.00

We realize that this increase is not anticipated. However, our services and therefore our costs are driven by DSA requirements, the Project Inspector's request for assistance and the contractor's schedule, each of which are outside of our control. As we would like this to be our final request, the above has been compiled based upon anticipated construction activities requiring our testing and inspection services.

Twining Laboratories is committed to keeping inspection costs to a minimum; however actual fees will be dependent on the progress of construction and the conditions encountered during construction. At no time has Twining Laboratories billed for services that were not specifically requested by the Owner, or that are not required by DSA and dictated by the approved plans and specifications. Twining Laboratories inspectors will report to the job site as scheduled and all work observed and inspected will be documented in daily reports.

Should you have further questions, please feel free to contact me. The conditions previously agreed upon will be applied to this amendment. We appreciate the opportunity to be of continued service to you. Should you have any questions or comments regarding this letter, please contact the undersigned at your convenience.

Sincerely,
Twining Laboratories



Shawn Schmitz
Project Manager

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval for Additional Testing Services for the M & O Building and Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On June 30, 2008, the Board of Trustees approved the above noted agreement with Twining Laboratories to perform construction testing for this project as required by the Division of State Architect (DSA).

ANALYSIS:

The original amount was estimated at \$120,000, based upon assumptions by Twining Labs as to the construction schedule and anticipated tests and inspections. On May 11, 2009 and again on August 24, 2009, the Board approved additional compensation in the amount of \$126,000, and \$61,000 respectively, increasing the contract amount to \$307,000. The reason for these increases was due to additional testing and inspection required by the DSA Inspector and DSA Field Representatives.

Due to the numerous delays by the contractor and their inability to meet the May, 2009 completion date, it is now indicated that the actual tests and inspections that will be required by the Inspector of Record (IOR) to complete the project will require additional compensation in the amount of \$10,500 as noted in the attached proposal from Twining Labs, dated March 25, 2010. The revised contract cost is \$317,500.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement to increase the compensation to Twining Laboratories as presented.

Fiscal Impact:	\$10,500.00	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

Project No.. 080568.1
Project No.: 080790.1
March 25, 2010

Rancho Santiago Community College District
Attn Darryl Odum
2323 N Broadway
Santa Ana, CA 92706-1640



OFFICE
562.426.3355

FAX
562.426.6424

WEB
twinninglabs.com

**Subject: Budget Amendment Request
Materials Testing and Inspection Services
Rancho Santiago Community College District
Santiago Canyon College – Maintenance & Operations Bldg (04-108423)
Santiago Canyon College – Parking Lot (04-109053)**

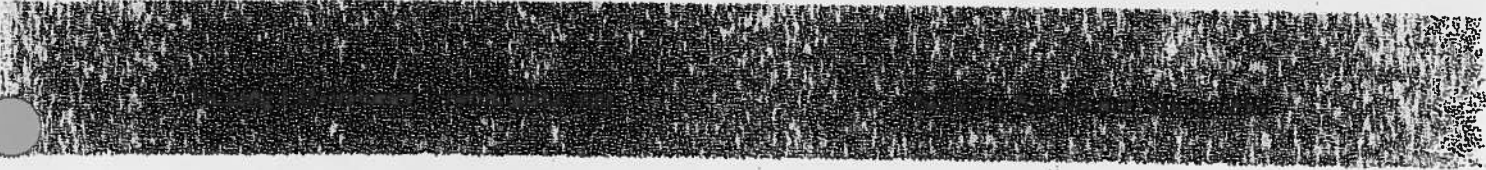
Dear Mr. Odum

As requested, this letter provides you with a revised projected cost estimate to complete the materials testing and inspection services contract for the subject project. I have based this on work performed to date and information provided by Blaine Ogler, current project inspector.


We have billed a total of \$314,315.63 through our invoice dated February 28, 2010, exceeding the NTE of \$307,000 an overage of \$7,315.63. Additionally, presented in the table below is a breakdown of inspection costs which significantly contributed to the overage.

**Table 1
Materials Testing and Inspection**

Work Effort	Hours/Units	Rate	Cost
Unanticipated Concrete Inspection	12	\$75.10	\$901.20
Unanticipated Masonry Inspection	16	\$75.10	\$1,201.60
Unanticipated Field AWS CWI Inspection	48	\$77.60	\$3,724.80
Show Up	2	\$75.10	\$150.20
Engineering (Pull/Torque Testing)	--	--	\$1,312.60
Materials Testing & Project Management	--	--	\$1,010.25
Administrative Fee 1% on above	--	--	\$83.01
Total of Above			\$8,383.66
Anticipated Billing:			2,000.00
Total Increase in NTE Requested:			\$10,500.00



We realize that this increase is not anticipated. However, our services and therefore our costs are driven by DSA requirements, the Project Inspector's request for assistance and the contractor's schedule, each of which are outside of our control. As we would like this to be our final request, the above has been compiled based upon anticipated construction activities requiring our testing and inspection services.



Twining Laboratories is committed to keeping inspection costs to a minimum; however actual fees will be dependent on the progress of construction and the conditions encountered during construction. At no time has Twining Laboratories billed for services that were not specifically requested by the Owner, or that are not required by DSA and dictated by the approved plans and specifications. Twining Laboratories inspectors will report to the job site as scheduled and all work observed and inspected will be documented in daily reports.

Should you have further questions, please feel free to contact me. The conditions previously agreed upon will be applied to this amendment. We appreciate the opportunity to be of continued service to you. Should you have any questions or comments regarding this letter, please contact the undersigned at your convenience.

Sincerely,
Twining Laboratories



Shawn Schmitz
Project Manager

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval for Additional Testing Services for the Science Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On November 19, 2007, the Board of Trustees approved the above noted agreement with Twining Laboratories to perform construction testing for this project as required by the Division of State Architect (DSA).

ANALYSIS:

The original amount was estimated at \$382,500, based upon assumptions by Twining Labs as to the construction schedule and anticipated tests and inspections.

Due to project delays, it is now indicated that the actual tests and inspections that are required to complete the project will require additional compensation in the amount of \$111,970.92 as noted in the attached proposal from Twining Labs, dated March 25, 2010.

It should be noted that our agreement with Twining Labs establishes the unit costs for all tests and inspections and Twining was the least costly firm for their unit priced services when proposals were obtained in 2007.

The additional costs for services is driven by a combination of factors including the multi-prime construction schedule as well as tests required by the DSA Inspector and DSA Field Representatives.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement to increase the compensation to Twining Laboratories as presented.

Fiscal Impact:	\$111,970.92	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

Project No.. 080092.1
Project No.: 080093.1
March 25, 2010

Rancho Santiago Community College District
Attn Darryl Odum
2323 N Broadway
Santa Ana, CA 92706-1640

Subject: **Budget Amendment Request
Materials Testing and Inspection Services
Rancho Santiago Community College District
Santiago Canyon College – Science Bldg
(04-107803 & 04-107804)**

**TWINING
LABORATORIES**

OFFICE
562.426.3355

FAX
562.426.6424

WFB
twinglabs.com

Dear Mr. Odum

As requested, this letter provides you with a revised projected cost estimate to complete the materials testing and inspection services contract for the subject project. I have based this on work performed to date and information provided you by Brad Nila, current project inspector.

We have billed a total of \$632,470.92 through our invoice dated February 28, 2010, exceeding the NTE of \$527,500. Additionally, presented in the table below is a breakdown of inspection costs which significantly contributed to the overage.

**Table 1
Materials Testing and Inspection**

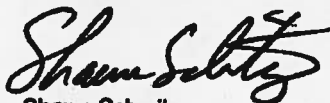
Work Effort	Hours/Units	Rate	Cost
Shop AWS CWI at McMahon on US/Mexico border	844	\$76.80	\$65,494.40
Travel Time to and from McMahon	187	\$75.10	\$14,043.70
Overtime incurred at McMahon	8	\$116.40	\$931.20
Doubletime (Holiday) incurred at McMahon	24	\$155.20	\$3,724.80
Per Diem for Shop Inspection at McMahon/per Day	56	\$65.00	\$3,640.00
Mileage to and from McMahon (520 miles round trip)			\$6,552.00
Moisture Vapor Emission Testing & Floor Flatness Testing			\$5,751.75
Administrative Fee 1% on above	--	--	\$1,001.38
Total of Above:			\$101,139.23
Overage related to miscellaneous site testing / inspection:			\$3,831.69
Anticipated Billing:			\$7,000.00
Total Increase in NTE Requested:			111,970.92

We realize that this increase is not anticipated. However, our services and therefore our costs are driven by DSA requirements, the Project Inspector's request for assistance and the contractor's schedule, each of which are outside of our control. As we would like this to be our final request, the above has been compiled based upon anticipated construction activities requiring our testing and inspection services.

Twining Laboratories is committed to keeping inspection costs to a minimum; however actual fees will be dependent on the progress of construction and the conditions encountered during construction. At no time has Twining Laboratories billed for services that were not specifically requested by the Owner, or that are not required by DSA and dictated by the approved plans and specifications. Twining Laboratories inspectors will report to the job site as scheduled and all work observed and inspected will be documented in daily reports.

Should you have further questions, please feel free to contact me. The conditions previously agreed upon will be applied to this amendment. We appreciate the opportunity to be of continued service to you. Should you have any questions or comments regarding this letter, please contact the undersigned at your convenience.

Sincerely,
Twining Laboratories



Shawn Schmitz
Project Manager

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Division of State Architect (DSA) Inspection Services - Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center (LRC) Parking and Loop Road Extension Projects at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District is about to commence with construction of the Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center (LRC) Parking and Loop Road Extension Projects at Santiago Canyon College. As required for all major construction projects, the District must hire a full-time DSA-certified inspector to insure the project is constructed in accordance with DSA-approved plans.

ANALYSIS:

Universal Laboratories has provided DSA inspection services for our District on a number of projects over the last several years with excellent results. They are a local firm (City of Orange) and their cost of services have been less than competitive firms.

Universal Labs has proposed to provide two full-time inspectors for 27 months at \$30,000/month. Total cost for two full-time inspectors for 27 months is \$810,000. It should be noted that due to the size and amount of this project, it will be necessary to provide one Quality Control/Assistant Inspector for the same time period at the rate of \$13,000/month. The estimated cost for these services is \$1,161,000

RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement with Universal Laboratories to provide DSA inspector services for the Science Building at SCC as presented.

Fiscal Impact:	\$1,161,000.00	Board Date: May 10, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

UNIVERSAL LABORATORIES

April 7, 2010

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Attn: Darryl Odum
2323 North Broadway
Santa Ana, CA 92706-1640

RE: DSA Inspection Services at Santiago Canyon College
Humanities Building
Athletic and Aquatic Complex
SCC Road Entrance and Parking Lot
Chapman Avenue Entrance & LRC Parking Lot
Loop Road Extension

The following information is furnished as an estimated budget for DSA Inspections at the Santiago Canyon College upcoming five projects as listed above.

Santiago Canyon College Inspection Team

DSA Inspections for 27 Months, starting in April 2010

Two Class 1 Inspectors Monthly @ \$30,000 Month = \$ 810,000.00

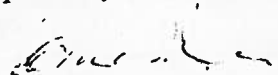
One QC/Assistant Inspector Monthly @ \$13,000 Month = \$ 351,000.00

TOTAL ESTIMATED BUDGET

\$ 1,161,000.00

If you have any questions or need additional information, please contact me at 714/744-1558.

Respectfully,


Blaine T. Ogier, Sr.
Senior Project Inspector

UNIVERSAL LABORATORIES

CONSTRUCTION SERVICE SCHEDULE OF FEES

BASIS OF CHARGES

If the DSA Inspection team is requested in writing to furnish any non-typical on-site or off-site services, there will be changes for these services as follows:

OUTSIDE SERVICES:

Outside services performed by others and direct costs expended on the client's behalf are charged at cost plus 20 percent. These expenses include equipment rental, parking, subsistence, photographs, co-insurance endorsement, etc.

TRAVEL CHARGES:

Any special requested vehicle travel charges will be charged at \$.80 per mile for off-site services. (No mileage charge to and from our office or District office) Any public transportation expenses required will be billed at cost plus 20 percent.

REPORT CHARGES:

Secretarial time will be charged at \$55.00 per hour, no minimum. A maximum of 6 copies will be issued for each report.

REPORTING:

All reports contracted for by the client will be considered confidential information and submitted directly to him. We will require the authorization of the client prior to distribution to parties other than those designated by District, State Code and DSA.

PARKING:

When not furnished for Inspector, Parking will be charged as paid by the Inspector.

SUBSISTENCE:

On remote jobs, Subsistence, when not furnished for Inspector, will be charged by Quotation.

INSURANCE:

We carry all insurance required by law. The additional cost of any special insurance required by the client, including increased policy limits, adding additional insured parties, and waivers of subrogation will be billed at cost plus 20 percent.

LICENSES & PERMITS:

The additional cost of any special licenses or permits for a project and the time to obtain them will be billed at cost plus 20 percent.

PREVAILING WAGE:

This proposal is submitted as standard prevailing wage.

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

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Request For Proposal (RFP) – Materials Testing and Inspection Services for the Humanities Building, Athletic/Aquatic Center, Santiago Canyon Road Entry and Parking Lot, Chapman Avenue Entry and Learning Resource Center (LRC) Parking and Loop Road Extension Projects at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, the District sent out a Request for Proposals (RFP) for Material Testing and Inspection Services for the Construction projects at Santiago Canyon College.

The District is engaged in various projects for Santiago Canyon College estimated at \$40,000,000. The projects include construction of an Athletics & Aquatic Complex and the Humanities Building. Complete the extension of the interior Campus Loop Road and stub out utilities for the future Student Center and complete the road and streetscape enhancement.

In order to satisfy the Division of State Architect (DSA) inspection requirements it is necessary contract independent testing and inspection services for the duration of the building construction phase

ANALYSIS:

The District requested proposals from five testing and inspection firms and received proposals from Reliant Testing Engineers, Heider Engineering Services, Ninyo & Moore Geotechnical and Environmental Sciences, United Inspection and Testing, Wildan Geotechnical and Twining Laboratories.

All of these firms have extensive experience materials testing and inspections. The cost proposals were as follows:

PROPOSAL RESULTS				
RFP Due Date: April 21, 2010	REQUEST FOR PROPOSAL FOR MATERIAL TESTING AND INSPECTION SERVICES			Submitted by: Alex Oviedo
Board Date: May 10, 2010				
TESTING SERVICES	SPECIAL SERVICES SCHEDULE OF CHARGES	ATHELITICS AND AQUATICS COMPLEX	HUMANTIES BLDG.	GRAND TOTAL ESTIMATED FEES
Reliant Testing Engineers	Attached and competitive	Included	Included	\$202,496.00
Heider Engineering Services	Attached and competitive	Included	Included	\$253,062.00
Ninyo & Moore Geotechnical and Environmental Sciences	Attached and competitive	\$119,873.00	\$185,207.00	\$305,080.00
United Inspection and Testing	Attached and competitive	\$158,570.56	\$223,836.51	\$382,407.07
Willdan Geotechnical	Attached and competitive	Included	Included	\$385,040.00
Twining Laboratories	Attached and competitive	Included	Included	\$541,500.00

Based on a review of the required staffing plan, it is recommended that Reliant Testing Engineers be utilized as the testing and inspection firm for these Santiago Canyon College projects. The cost for their services is \$202,496.

RECOMMENDATION:

It is recommended that the Board of Trustees approve a contract with Reliant Testing Engineers in the amount of \$202,496 for these various construction projects as presented.

Fiscal Impact:	\$202,496.00	Board Date: May 10, 2010
Prepared by:	Alex Oviedo, Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: May 10, 2010
Re:	Approval of Resource Development Items	
Action:	Request for Approval	

ANALYSIS

Items for the following categorical programs for FY 09/10 have been developed:

<u>Project Title</u>	<u>Award Date</u>	
1. CalWORKS – <i>Augmentation</i> (SAC) Augmentation to SAC's allocation from the California Community Colleges Chancellor's Office to provide direct support services for welfare clients who are enrolled in educational programs, as they prepare to move off the welfare rolls and into gainful employment. (09/10)	3/1/2010	\$16,000
2. Child Development Training Consortium (SAC) Funds provided by Yosemite Community College District to recruit and assist students seeking a new or maintaining a current Child Development Permit through the college's Child Development Program. (09/10)	4/12/10	\$1,250
3. Entrepreneurial Career Pathways Project (DO) Grant award from the California Community Colleges Chancellor's Office to provide administrative, programmatic and fiscal support for the Youth Entrepreneurship Program (YEP) delivered through statewide Business and Entrepreneurship Centers (BEC) and Centers for International Trade Development (CITD). The primary purpose of this project is to bring business ownership concepts to youth ages 14-27 with the intention of replacing misconceptions of vocational education and blue-collar jobs with increased awareness of and aspirations to self-employment as a legitimate career path.	12/1/10	\$296,175

RECOMMENDATION

It is recommended that these items be approved and that the Vice Chancellor, Business Operations/Fiscal Services, or his designee, be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$313,425	Board Date: May 10, 2010
Item Prepared by: Sarah Santoyo, Director of Grants/Resource Development	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Edward Hernandez, Jr., Chancellor	

6.1 (2)

SPECIAL PROJECT DETAILED BUDGET #2061

NAME: CalWORKS (SAC)

FISCAL YEAR: 09/10

CONTRACT PERIOD: 7/01/09 - 6/30/10

CONTRACT INCOME: \$ 90,324

Augmentation 16,000

Revised TOTAL 106,324

PROJ. ADM.
PROJ. DIR. Nilo Lipiz
DATE: 12/02/09
1st Rev: 5/3/10

Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
11-2061-672000-10000-5999	Match "Income" Account		117,751		133,751		16,000
11-2061-601000-18100-1210	Academic Management : Conti	32,416		45,276		12,860	
11-2061-601000-18100-2130	Classified Employees : Cont	15,835		15,835		0	
11-2061-601000-18100-3115	STRS - Non-Instructional :	2,674		3,735		1,061	
11-2061-601000-18100-3215	PERS - Non-Instructional :	1,537		1,537		0	
11-2061-601000-18100-3315	OASDHI - Non-Instructional	990		990		0	
11-2061-601000-18100-3325	Medicare - Non-Instructiona	700		886		186	
11-2061-601000-18100-3415	H & W - Non-Instructional :	7,916		9,264		1,348	
11-2061-601000-18100-3435	H & W - Retiree Fund Non-In	485		614		129	
11-2061-601000-18100-3515	SUI - Non-Instructional : C	145		184		39	
11-2061-601000-18100-3615	WCI - Non-Instructional : C	1,062		1,345		283	
11-2061-601000-18100-3915	Other Benefits - Non-Instru	326		420		94	
11-2061-647000-19410-2130	Classified Employees : Stud	0		0		0	
11-2061-647000-19410-3215	PERS - Non-Instructional :	0		0		0	
11-2061-647000-19410-3315	OASDHI - Non-Instructional	0		0		0	
11-2061-647000-19410-3325	Medicare - Non-Instructiona	0		0		0	
11-2061-647000-19410-3415	H & W - Non-Instructional :	0		0		0	
11-2061-647000-19410-3435	H & W - Retiree Fund Non-In	0		0		0	
11-2061-647000-19410-3515	SUI - Non-Instructional : S	0		0		0	
11-2061-647000-19410-3615	WCI - Non-Instructional : S	0		0		0	
11-2061-647000-19410-3915	Other Benefits - Non-Instru	0		0		0	
11-2061-649000-19100-1210	Academic Management : Stude	23,172		23,172		0	
11-2061-649000-19100-2130	Classified Employees : Stud	0		0		0	
11-2061-649000-19100-3115	STRS - Non-Instructional :	1,912		1,912		0	
11-2061-649000-19100-3215	PERS - Non-Instructional :	0		0		0	
11-2061-649000-19100-3315	OASDHI - Non-Instructional	0		0		0	
11-2061-649000-19100-3325	Medicare - Non-Instructiona	340		340		0	
11-2061-649000-19100-3415	H & W - Non-Instructional :	2,514		2,514		0	
11-2061-649000-19100-3435	H & W - Retiree Fund Non-In	235		235		0	

President's Approval:
Prepared by: Sarah SantoyoBoard Approved Aug: 5/17/09
Accountant: Felix Paganiban

SPECIAL PROJECT DETAILED BUDGET #2061

NAME: CalWORKS (SAC)

FISCAL YEAR: 09/10

CONTRACT PERIOD: 7/01/09 - 6/30/10

CONTRACT INCOME: \$ 90,324

Augmentation 16,000

Revised TOTAL 106,324

PROJ. ADM.

PROJ. DIR. Nilo Lipiz

DATE: 12/02/09

1st Rev: 5/3/10

Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
11-2061-649000-19100-3515	SUI - Non-Instructional : S	70		70		0	
11-2061-649000-19100-3615	WCI - Non-Instructional : S	516		516		0	
11-2061-649000-19100-3915	Other Benefits - Non-Instru	399		399		0	
11-2061-649000-19505-2130	Classified Employees : Spec	17,171		17,171		0	
11-2061-649000-19505-3215	PERS - Non-Instructional :	1,667		1,667		0	
11-2061-649000-19505-3315	OASDHI - Non-Instructional	1,088		1,088		0	
11-2061-649000-19505-3325	Medicare - Non-Instructiona	254		254		0	
11-2061-649000-19505-3415	H & W - Non-Instructional :	3,350		3,350		0	
11-2061-649000-19505-3435	H & W - Retiree Fund Non-In	176		176		0	
11-2061-649000-19505-3515	SUI - Non-Instructional : S	53		53		0	
11-2061-649000-19505-3615	WCI - Non-Instructional : S	373		373		0	
11-2061-649000-19505-3915	Other Benefits - Non-Instru	375		375		0	
11-2061-709000-19550-2130	Classified Employees : Scho	0		0		0	
11-2061-709000-19550-3215	PERS - Non-Instructional :	0		0		0	
11-2061-709000-19550-3315	OASDHI - Non-Instructional	0		0		0	
11-2061-709000-19550-3325	Medicare - Non-Instructiona	0		0		0	
11-2061-709000-19550-3415	H & W - Non-Instructional :	0		0		0	
11-2061-709000-19550-3435	H & W - Retiree Fund Non-In	0		0		0	
11-2061-709000-19550-3515	SUI - Non-Instructional : S	0		0		0	
11-2061-709000-19550-3615	WCI - Non-Instructional : S	0		0		0	
11-2061-709000-19550-3915	Other Benefits - Non-Instru	0		0		0	
						16,000	16,000

6.1 (3)

President's Approval:
Prepared by: Sarah Santoyo

Board Approved Aug: 5/17/09
Accountant: Felix Paganiban

SPECIAL PROJECT DETAILED BUDGET #2061

NAME: CalWORKS (SAC)

FISCAL YEAR: 09/10

CONTRACT PERIOD: 7/01/09 - 6/30/10

CONTRACT INCOME: \$ 90,324

Augmentation 16,000

Revised TOTAL 106,324

PROJ. ADM.
PROJ. DIR. Nilo Lipiz

DATE: 12/02/09

1st Rev: 5/3/10

Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2061-000000-10000-8625	CalWORKs : Santa Ana Colleg		90,324		106,324		16,000
12-2061-601000-18100-4610	Non-Instructional Supplies	0		0		0	
12-2061-601000-19540-4610	Non-Instructional Supplies	0		0		0	
12-2061-601000-19540-5100	Contracted Services : Job/C	0		0		0	
12-2061-611000-19570-2420	Inst Assistant - Hourly : T	0		0		0	
12-2061-611000-19570-3321	Medicare - Instructional :	0		0		0	
12-2061-611000-19570-3331	PARS - Instructional : Tuto	0		0		0	
12-2061-611000-19570-3511	SUI - Instructional : Tutor	0		0		0	
12-2061-611000-19570-3611	WCI - Instructional : Tutor	0		0		0	
12-2061-631000-18100-1430	Part-Time Counselors : Cont	30,018		37,085		7,067	
12-2061-631000-18100-1435	Int/Sum - Counselors,Part-T	15,009		15,009		0	
12-2061-631000-18100-2130	Classified Employees : Cont	0		0		0	
12-2061-631000-18100-2310	Classified Employees - Ongo	0		0		0	
12-2061-631000-18100-3115	STRS - Non-Instructional :	3,714		4,297		583	
12-2061-631000-18100-3215	PERS - Non-Instructional :	0		0		0	
12-2061-631000-18100-3315	OASDHI - Non-Instructional	0		0		0	
12-2061-631000-18100-3325	Medicare - Non-Instructiona	653		755		102	
12-2061-631000-18100-3415	H & W - Non-Instructional :	0		0		0	
12-2061-631000-18100-3435	H & W - Retiree Fund Non-In	450		521		71	
12-2061-631000-18100-3515	SUI - Non-Instructional : C	135		156		21	
12-2061-631000-18100-3615	WCI - Non-Instructional : C	1,910		2,065		155	
12-2061-631000-18100-3915	Other Benefits - Non-Instru	0		0		0	
12-2061-647000-18100-2130	Classified Employees : Cont	0		0		0	
12-2061-647000-18100-2310	Classified Employees - Ongo	5,594		5,594		0	
12-2061-647000-18100-3215	PERS - Non-Instructional :	544		544		0	
12-2061-647000-18100-3315	OASDHI - Non-Instructional	347		347		0	
12-2061-647000-18100-3325	Medicare - Non-Instructiona	82		82		0	
12-2061-647000-18100-3415	H & W - Non-Instructional :	0		0		0	
12-2061-647000-18100-3435	H & W - Retiree Fund Non-In	56		56		0	

President's Approval:
Prepared by: Sarah SantoyoBoard Approved Aug: 5/17/09
Accountant: Felix Paganiban

SPECIAL PROJECT DETAILED BUDGET #2061

NAME: CalWORKS (SAC)

FISCAL YEAR: 09/10

CONTRACT PERIOD: 7/01/09 - 6/30/10
 CONTRACT INCOME: \$ 90,324
 Augmentation 16,000
 Revised TOTAL 106,324

PROJ. ADM.
 PROJ. DIR. Nilo Lipiz
 DATE: 12/02/09
 1st Rev: 5/3/10

Account String	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2061-647000-18100-3515	SUI - Non-Instructional : C	17		17		0	
12-2061-647000-18100-3615	WCI - Non-Instructional : C	124		124		0	
12-2061-647000-18100-3915	Other Benefits - Non-Instru	0		0		0	
12-2061-647000-19410-2340	Student Assistants - Hourly	0		0		0	
12-2061-647000-19410-3615	WCI - Non-Instructional : S	0		0		0	
12-2061-647000-19410-5999	Special Project Holding Acc	0		0		0	
12-2061-647000-19540-2130	Classified Employees : Job/	23,034		23,034		0	
12-2061-647000-19540-2310	Classified Employees - Ongo	0		6,619		6,619	
12-2061-647000-19540-3215	PERS - Non-Instructional :	2,237		2,880		643	
12-2061-647000-19540-3315	OASDHI - Non-Instructional	1,464		1,874		410	
12-2061-647000-19540-3325	Medicare - Non-Instructiona	342		438		96	
12-2061-647000-19540-3415	H & W - Non-Instructional :	3,135		3,135		0	
12-2061-647000-19540-3435	H & W - Retiree Fund Non-In	237		303		66	
12-2061-647000-19540-3515	SUI - Non-Instructional : J	71		91		20	
12-2061-647000-19540-3615	WCI - Non-Instructional : J	521		667		146	
12-2061-647000-19540-3915	Other Benefits - Non-Instru	630		630		0	
12-2061-649000-18100-5220	Mileage/Parking Expenses :	0		0		0	
12-2061-649000-19505-2310	Classified Employees - Ongo	0		0		0	
12-2061-649000-19505-3215	PERS - Non-Instructional :	0		0		0	
12-2061-649000-19505-3315	OASDHI - Non-Instructional	0		0		0	
12-2061-649000-19505-3325	Medicare - Non-Instructiona	0		0		0	
12-2061-649000-19505-3515	SUI - Non-Instructional : S	0		0		0	
12-2061-649000-19505-3615	WCI - Non-Instructional : S	0		0		0	
12-2061-675000-19505-5210	Conference Expenses : Speci	0				0	
		90,324	90,324	106,324	106,324	16,000	16,000

6.1 (5)

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved Aug: 5/17/09
 Accountant: Felix Paganiban

6.1 (6)

**SPECIAL PROJECT DETAILED BUDGET #3265
 NAME: CHILD DEVELOPMENT TRAINING CONSORTIUM
 FISCAL YEAR: 09/10**

CONTRACT PERIOD: 7/01/09 - 6/30/10
 CONTRACT INCOME: 10,000
Augmentation 1,250
Revised Total 11,250

PROJ. ADM. B. HOFFMAN
 PROJ. DIR. S. VALDEZ
 DATE: 12/15/09
 1st Rev: 5/3/10

Account String	Description	Current		Revised		Budget Changes	
		Debit	Credit	Debit	Credit	Debit	Credit
12-3265-000000-10000-8891	Other Local Rev - Special P		10,000		11,250		1,250
12-3265-675000-15717-5210	Conference Expenses : Human	2,000		2,250		250	
12-3265-732000-15717-7640	Tuition Paid for Students :	8,000		9,000		1,000	
Totals for PROJECT: 3265			10,000	10,000	11,250	11,250	

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved Aug: 5/17/10
 Accountant: Gwen Ross

SPECIAL PROJECT DETAILED BUDGET #2xxx
NAME: YEP - YOUTH ENTREPRENEUR PROGRAM - Statewide Administration
FISCAL YEAR: 09/10

CONTRACT PERIOD: 12/1/09 - 6/30/10
 CONTRACT INCOME. \$296,175

PROJ. ADM. J. DIDION
 PROJ. DIR. E. PEREZ
 DATE. 5/3/10

<u>Datatal String</u>	<u>Description</u>	<u>Debit</u>	<u>Credit</u>
12-2xxx-000000-50000-8659	Other Reim Categorical Allow		296,175
12-2xxx-684000-53305-2130	Classified - Contract	11,712	
12-2xxx-684000-53305-3215	PERS - Non-instructional	1,137	
12-2xxx-684000-53305-3315	OASDHI - Non-instructional	726	
12-2xxx-684000-53305-3325	Medicare - Non-instructional	170	
12-2xxx-684000-53305-3415	Health & Welfare - Non-instructional	1,888	
12-2xxx-684000-53305-3435	H & W Ret Fnd - Non-instructional	117	
12-2xxx-684000-53305-3515	SUI - Non-instructional	35	
12-2xxx-684000-53305-3615	WCI - Non-instructional	258	
12-2xxx-684000-53305-3915	Other Fringe - Non-instructional	112	
12-2xxx-684000-53305-5100	Contracted Services	274,784	
12-2xxx-684000-53305-5210	District Business	10,000	
12-2xxx-672000-50000-5865	Indirect Costs	11,391	
		296,175	296,175

6.1 (7)

President's Approval:
 Prepared by: Sarah Santoro

Board Approved: 5/10/10
 Accountant: Gwen Ross

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 10-11

Whereas, California Education Code Section 72024(5d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board," and

Whereas, on April 26, 2010, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Student Trustee Gloria Holguin was not present at the board meeting; and

Whereas, the board has determined that Student Trustee's absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Student Trustee Holguin shall be paid at the regular rate of compensation for the board meeting on April 26, 2010.

Dated this 10th day of May 2010.

Ayes:

Noes:

Absent:

Abstain:

Edward Hernandez, Jr., Ed.D.
Secretary to the Board of Trustees