

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, November 15, 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 Informational Presentation on the Brown Act

1.4 Approval of Addition or Corrections to Agenda

Action

1.5 Public Comment

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

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

1.6 Approval of Minutes – Regular meeting of October 25, 2010

Action

1.7 Approval of Consent Calendar

Action

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

1.7 Approval of Consent Calendar – (cont.)

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.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

- Enrollment
- Facilities
- College activities
- Upcoming events

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

- Student activities

2.5 Reports from Academic Senate Presidents

- Senate meetings

2.6 Informational Presentation on 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. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Administrative Dean
 - (2) Assistant Dean
 - (3) Director
 - (4) Vice President
 - g. Other Educational and Classified Administrators
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Matt Johnson, et al. v. Rancho Santiago Community College Distric, et al, U.S. District Court Case No. SACV 04-00280 JVS (MLGx)

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

4. 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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

3.0 HUMAN RESOURCES

- 3.1 **Management/Academic Personnel** Action
 - Approval of Permission to Accept Outside Assignments
 - Approval of New Job Descriptions
 - Approval of Revised Job Descriptions
 - Approval of Interim Assignments
 - Approval of Changes of Assignment Locations
 - Ratification of Resignations/Retirements
 - Approval of Interim Assignments
 - Approval of Stipends
 - Approval of Leaves of Absence
 - Approval of Part-time/Hourly Hires/Rehires
 - Approval of Non-paid Instructors of Record

- 3.2 **Classified Personnel** Action
 - Approval of New Appointments
 - Approval of Temporary to Contract Assignments
 - Approval of Out of Class Assignments
 - Approval of Changes in Positions

3.2 Classified Personnel – (cont.)

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

4.0 INSTRUCTION

- *4.1 Ratification of Santa Ana College (SAC) Associate Degree and Certificates for Summer 2010 Action
The administration recommends ratification of the recipients of the Santa Ana College associate degrees and certificates for summer 2010 as presented.
- *4.2 Ratification of Santiago Canyon College (SCC) Summer 2010 Graduates and Degrees Action
The administration recommends ratification of the recipients of the Santiago Canyon College associate degrees, certificates of achievements, and certificates for summer 2010 as presented.
- *4.3 Approval of Santa Ana College Community Services Program for Spring 2011 Action
The administration recommends review and approval of the list attached to the docket of the proposed Santa Ana College Community Services Program for Spring 2011.
- *4.4 Approval of Santiago Canyon College Community Services Program for Spring 2011 Action
The administration recommends review and approval of the list attached to the docket of the proposed Santiago Canyon College Community Services Program for Spring 2011.
- *4.5 Approval of Amendment #3 to CJA Agreement – County of Orange Action
The administration recommends approval of this amendment with the County of Orange in Santa Ana, California.

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

- *4.6 Approval of New OTA Agreement – Chula Vista Elementary School District Action
The administration recommends approval of this agreement with Chula Vista Elementary School District in Chula Vista, California.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Budget Transfers and Budget Increases/Decreases Action
The administration recommends approval of budget transfers, increases, and decreases during the months of July 2010 through October 2010.
- *5.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended September 30, 2010 Action
The administration recommends approval of the CCFS-311Q for the Period ending September 30, 2010, as presented.
- 5.4 Quarterly Investment Report as of September 30, 2010 Information
The quarterly investment report as of September 30, 2010, is presented as information.
- *5.5 Approval of Additional DSA Inspection Services for Child Development Center at Centennial Education Center (CEC) Action
The administration recommends approval of the additional services for Johnston Inspections, Inc. to provide DSA mandated inspection services for the renovation of the Child Development Center at CEC as presented.
- *5.6 Approval of Awarding Bid #1166 for Exterior Siding Replacement, Metal Work, and Painting at Centennial Education Center Action
The administration recommends approval of awarding Bid #1166 for exterior siding replacement, metal work, and painting at CEC to Color New Company as presented.
- *5.7 Approval of Awarding Bid #1168 for District-wide Carpet Installation And Resilient Flooring Action
The administration recommends approval of awarding Bid #1168 for district-wide carpet installation and resilient flooring to Progressive Floor Covering as presented.

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

- *5.8 Approval of Awarding Bid #1169 for Sewer and Gas Line Repair at Santa Ana College Action
The administration recommends approval of awarding Bid #1169 for sewer and gas line repair at SAC to Atlas-Allied, Inc. as presented.
- *5.9 Approval of Construction Management Services for Bid #1166, Bid #1169, Preliminary Research and Documentation, and Project Filing/Archiving and DSA Closeout Assistance Action
The administration recommends approval of the extension of management services for Bernards Management Services as presented.
- *5.10 Approval of DSA Inspection Services for ADA Upgrades at Baseball Complex at Santa Ana College Action
The administration recommends approval of an agreement with Johnson Inspections, Inc. for DSA-mandated inspection services for ADA upgrades at the baseball complex at SAC as presented.
- *5.11 Approval of Change Order #6 for Bid #1129 for Electrical at Child Development Center at Santa Ana College Action
The administration recommends approval of Change Order #6 for Bid #1129 for EMAE International, Inc., for electrical at the Child Development Center at SAC as presented.
- *5.12 Approval of Notice of Completion for Bid #1109 for Child Development at Santa Ana College Action
The administration recommends approval of the Notice of Completion for the plumbing portion of services at the Child Development Center at SAC as presented.
- *5.13 Approval of Change Order for Humanities Building at Santiago Canyon College Action
The administration recommends approval of additional services for LPA, Inc., in the amount of \$1,500 as presented.
- *5.14 Approval of Geotechnical Consulting Services for Orange Education Center Action
The administration recommends approval of an agreement with Ninyo & Moore to perform geotechnical consulting services in the amount of \$17,384 for the Orange Education Center (OEC) as presented.
- *5.15 Approval of Change Order #2 for Bid #1053 for Earthwork for Science Building (State Portion) at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1053 for Reed Thomas Company, Inc., for earthwork for the science building (State Portion) at SCC as presented.

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

- *5.16 Approval of Change Order #2 for Bid #1053 for Earthwork for Science Building (Bond Portion) at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1053 for Reed Thomas Company, Inc., for earthwork for the science building (Bond Portion) at SCC as presented.
- *5.17 Approval of Change Order #6 for Bid #1055 for Concrete for Science Building (State Portion) at Santiago Canyon College Action
The administration recommends approval of change order #6 for Bid #1055 for Angeles Contractor, Inc., for concrete for the science building (State Portion) at SCC as presented.
- *5.18 Approval of Change Order #1 for Bid #1140 for Plumbing for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #1 for Bid #1144 for Interpipe Contracting, Inc., for plumbing for the Athletic/Aquatic Complex at SCC as presented.
- *5.19 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period October 10, 2010, through October 30, 2010.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- | | |
|---|-----------|
| - Child Development Infant Toddler Resource Award (Dist.) | \$ 1,855 |
| - GEAR UP, 2005 – Year 6 (SAC) | \$800,000 |
| - GEAR UP, 2009 – Year 2 (SAC) | \$800,000 |
| - GEAR UP Implementation Grant (SAC) | \$ 84,610 |
| - Taller San Jose – Medical Career Academy (CEC) | \$ 4,000 |
- *6.2 Approval of Subcontract Agreements between RSCCD and HABLA, CHOC/Help Me Grow, and MOMS Orange County for Early Head Start ARRA Expansion, Year 2 of 2 Action
The administration recommends approval of the subcontract agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to enter into related contractual agreements on behalf of the district.

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

- *6.3 Approval of Sub-award Agreements between RSCCD and Delhi, LHA, SAUSD, and UCI for GEAR UP 2009 – Year 2 Action
The administration recommends approval of the subcontract agreements and authorization be given to the Vice Chancellor Business Operations/ Fiscal Services or his designee to sign the subcontract agreements.
- *6.4 Approval of Sub-award Agreements between RSCCD and Delhi, LHA, SAUSD, and UCI for GEAR UP 2005 – Year 6 Action
The administration recommends approval of the subcontract agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign the subcontract agreements.
- 6.5 First Reading of Revision to Board Policy 3503 – Selection of Architects; Review of BP 5420 – Free Expression; and BP 9009 – Committee Structure Information
These policies are presented for a first reading as an information item.
- 6.6 Receive and Review the RSCCD Board of Trustees Evaluation Survey Action
It is recommended that the Board of Trustees review the evaluation responses and complete the self-evaluation process for 2010.
- 6.7 Board of Trustees Express Interest in Board Officer Positions Information
The board president shall solicit expressions of interest from board members regarding service as president, vice president, and clerk for 2010-2011.
- 6.8 Nomination of Brian Conley to ACCT Public Policy Committee Action
It is requested that the board approve a letter of nomination for Trustee Conley to serve on ACCT’s Public Policy committee during the 2011 calendar year.
- 6.9 Reports from Board Committees Information
 - Board Facilities Committee
 - Board Policy Committee
- 6.10 Board Member Comments Information
- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on December 6, 2010.

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

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

Board of Trustees (Regular meeting)

Monday, October 25, 2010

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Mr. Larry Labrado. Other members present were Dr. David Chapel, Mr. Brian Conley, Mr. John Hanna, Mr. Mark McLoughlin, and Mr. Nathan Selvidge. Ms. Lisa Woolery and Mr. Phillip Yarbrough arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. John Zarske, Santa Ana College (SAC) Academic Senate President.

1.3 Public Comment

There were no public comments.

1.4 Approval of Minutes

It was moved by Mr. Conley, seconded by Mr. McLoughlin, and carried unanimously to approve the minutes of the regular meeting held October 11, 2010.

1.5 Approval of Consent Calendar

It was moved by Mr. Conley, seconded by Mr. Selvidge, and carried unanimously to approve the recommended action on the following items on the Consent Calendar (as indicated by an asterisk on the agenda), with the exception of Item 4.13 (Approval of Bid #1167 for Purchase of VRTEX 360 [or equal] Virtual Reality Welding Training Units) removed by Mr. Labrado; and Item 5.1 (Approval of Resource Development Items) removed by Mr. McLoughlin:

4.1 Approval of Payment of Bills

The administration recommends payment of bills as submitted.

1.5 Approval of Consent Calendar – (cont.)

- 4.2 Approval of Structural Engineering Services – U Building at Santa Ana College
The board approved an agreement with Rodriguez Engineering to perform structural engineering services for the U building at SAC as presented.
- 4.3 Approval of Change Order #7 for Bid #1097 for General Construction for Child Development Center at Santa Ana College
The board approved change order #7 for ISEC, Inc., for Bid #1097 for general construction for the Child Development Center at SAC as presented.
- 4.4 Approval of Change Order #6 for Bid #1104 for Drywall and Plastering for Child Development Center at Santa Ana College
The board approved change order #6 for Insul Drywall and Plastering, Inc., for Bid #1104 for drywall and plastering for the Child Development Center at SAC as presented.
- 4.5 Approval of Change Order #4 for Bid #1122 for Glass and Glazing at Child Development Center at Santa Ana College
The board approved change order #4 for E & R Glass Contractors, Inc., for Bid #1122 for glass and glazing at the Child Development Center at SAC as presented.
- 4.6 Approval of Change Order #3 for Bid #1124 for HVAC for Child Development Center at Santa Ana College
The board approved change order #3 for APEX Construction, Inc., for Bid #1124 for HVAC for the Child Development Center at SAC as presented.
- 4.7 Approval of Change Order #6 for Bid #1129 for Electrical for Child Development Center at Santa Ana College
The board approved change order #6 for EMAE International, Inc., for Bid #1129 for electrical at the Child Development Center at SAC as presented.
- 4.8 Approval of Structural Engineering Services at Orange Education Center (OEC)
The board approved an agreement with Rodriguez Engineering to perform structural engineering services at OEC as presented.
- 4.9 Approval of Change Order #3 for Bid #1060 for Casework and Fixtures for Science Building (Bond Portion) at Santiago Canyon College (SCC)
The board approved change order #3 for Dow Diversified, Inc., for Bid #1060 for casework and fixtures in the SCC science building as presented.

1.5 Approval of Consent Calendar – (cont.)

4.10 Approval of Change Order #2 for Bid #1062 for Fire Protection System for Science Building (Bond Portion) at Santiago Canyon College

The board approved change order #2 for Cosco Fire Protection, Inc., for Bid #1062 for the fire protection system for the science building (Bond Portion) at SCC as presented.

4.11 Approval of Change Order #2 for Bid #1062 for Fire Protection System for Science Building (State Portion) at Santiago Canyon College

The board approved change order #2 for Cosco Fire Protection, Inc., for Bid #1062 for the fire protection system for the SCC science building (State Portion) as presented.

4.12 Approval of Plan Net Consulting Agreement

The board approved the consulting agreement from Plan Net Consulting in the amount of \$37,500 as presented.

4.14 Approval of Purchase Orders

The board approved the purchase order listing for the period September 13, 2010, through October 9, 2010.

4.15 Approval of Awarding Bid #1165 – Roofing Maintenance and Gutter Repair at Centennial Education Center

The board approved awarding Bid #1165 for the roofing maintenance and gutter repair at Centennial Education Center to Rite Way Roof Corporation as presented.

5.2 Approval of Resolution #10-23 authorizing payment to Trustee Absent from Board Meetings

The board authorized payment to Brian Conley for his absence from the October 11, 2010, board meeting due to illness.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

Mr. Yarbrough arrived during the chancellor's report.

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)

Ms. Woolery arrived during Dr. Martinez' report.

2.3 Report from Student Trustee

Mr. Nathan Selvidge provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Kevin Dilger, Student President, Santiago Canyon College
Ms. Nadia Lopez, Student President, Santa Ana College

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

It was moved by Mr. McLoughlin and seconded by Mr. Yarbrough to suspend the rules and move closed session to the end of the agenda. Discussion ensued. The motion carried unanimously.

3.0 HUMAN RESOURCES (These items were acted upon following closed session.)

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1 through 4.12, 4.14, and 4.15 were approved as part of Item 1.5 (Consent Calendar).

4.13 Approval of Bid #1167 for Purchase of VRTEX 360 (or equal) Virtual Reality Welding Training Units

It was moved by Mr. Yarbrough and seconded by Mr. Conley to accept and approve Bid #1167 for purchase of VRTEX360 (or equal) Virtual Reality Welding Training Units to Airgas West Inc. as presented. Discussion ensued. The motion carried unanimously.

4.15 Addendum to Approval of Awarding Bid #1165 – Roofing Maintenance and Gutter Repair at Centennial Education Center

It was moved by Mr. Yarbrough and seconded by Mr. Conley to approve an addendum to this item. Discussion ensued. The motion carried unanimously.

5.0 GENERAL

Item 5.2 was approved as part of Item 1.5 (Consent Calendar); Item 5.5 (Board Member Comments) follows Item 3.3 (Authorization for Board Travel/Conferences).

5.1 Approval of Resource Development Items

It was moved by Mr. Yarbrough and seconded by Mr. Conley to approve budgets, accept grants, and authorize the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:

- ARRA Cooperative Contract – Workability III (SAC) \$ 25,635
- Early Learning Mentor Coaches (DO) \$225,000
- Title V – Developing HSI Program – Year 1 (SCC) \$637,207

Discussion ensued. The motion carried unanimously.

5.3 Board of Trustees Continuous Improvement Process

Mr. McLoughlin recommended a review of costs associated with the district moving toward a paperless board agenda/docket.

Ms. Woolery asked that research be done on the following:

1. Has RSCCD Information Technology (IT) department reviewed BoardDocs and Boardbooks or any other system for compatibility to the district's IT system? If so, which system does the IT department recommend?
2. What are the costs associated with creating the district's current paper board docket?
3. What are the additional costs related to going paperless – will laptops need to be upgraded? Will staff need a laptop provided? Will the district need new software for the colleges?

Mr. Hanna asked that research be done regarding the process other community colleges are using for a paperless board docket and their recommendation(s).

Mr. Hanna indicated at a future meeting the board may wish to review a better process of communicating its meetings to the public and district constituencies.

Mr. McLoughlin indicated the Community College League of California (CCLC) recently adopted a paperless system and asked that it be contacted for its recommendation.

5.4 Reports from Board Committees

Mr. Hanna provided a report on the October 21, 2010, Board Facilities Committee meeting.

RECESS TO CLOSED SESSION

The board convened into closed session at 5:20 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
2. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor

RECONVENE

The board reconvened at 6:57 p.m.

Closed Session Report

Mr. Yarbrough reported the board discussed the abovementioned items, and took no action during closed session.

Public Comment

There were no public comments.

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 Changes of Assignments from Part-time/Hourly to Long-term Substitute
- Approve Leaves of Absence
- Approve Stipends
- Approve Part-time/Hourly Hires/Rehires

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 New Assignments
- Approve Hourly On Going to Contract Assignments
- Approve Temporary to Contract Assignments
- Approve Out of Class Assignments
- Approve Changes in Positions
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Changes in Temporary Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters/Stipends
- Approve Student Assistant Lists

3.1 Authorization for Board Travel/Conferences

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the submitted conference and travel by a board member.

5.0 GENERAL – (cont. from page 5)

5.5 Board Member Comments

Dr. Chapel reported he plans to attend the SAC Child Development Center Grand Opening on October 26, 2010.

Mr. Yarbrough reported he attended the Orange Education Job Fair on October 22, 2010.

Mr. Yarbrough asked if an additional vote is required to approve addendums relating to items approved on the consent calendar.

Mr. McLoughlin reported he attended the Santa Ana Unified School District (SAUSD) State of the District event on October 21, 2010, and asked the district to obtain the information presented at the event.

5.5 Board Member Comments - (cont.)

Mr. McLoughlin asked that RSCCD develop a closer relationship with Orange Unified School District (OUSD).

Mr. McLoughlin asked that the board be kept informed of community events.

Mr. Labrado asked that separate dinner meetings be held with SAUSD and OUSD board of trustees.

6.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on November 15, 2010, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Mr. Labrado declared this meeting adjourned at 6:30 p.m.

Respectfully submitted,

Dr. Raúl Rodríguez
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: November 15, 2010

A Brown Act Update

Rancho Santiago Community College District – November 15, 2010

Presented by: Mary Dowell

A BROWN ACT UPDATE

Presented by
Mary Dowell
November 15, 2010

LCW LIEBERT CASSIDY WHITMORE

Today's Agenda


- Brown Act – Public Meeting Law
 - Overview
 - Who is covered?
 - Meetings and agendas
 - Closed sessions
 - Remedies for violations of the Act

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LCW LIEBERT CASSIDY WHITMORE

The Brown Act In A Nutshell

- The Brown Act is California's government-in-the-sunshine law.
- "All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency."



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LIEBERT CASSIDY WHITMORE

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A Brown Act Update

Rancho Santiago Community College District – November 15, 2010

Presented by: Mary Dowell

LCW LIEBERT CASSIDY WHITMORE

Purposes Of The Brown Act

- **Three purposes of the Brown Act:**
 - To ensure that the decision-making process of legislative bodies is *conducted in public*.
 - To guarantee the *right of the public to address legislative bodies* on matters within the jurisdiction of those bodies.
 - To provide *notice* of the items to be discussed or the action to be taken by the legislative body by posting agendas in advance of the scheduled meeting.

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LCW LIEBERT CASSIDY WHITMORE

Who is Covered?


- The governing body of a local agency
- Not necessarily elected
- Permanent or temporary boards
- Commissions
- Advisory committees created by formal action of the local agency
- Newly appointed board members not yet sworn are members of legislative bodies

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LCW LIEBERT CASSIDY WHITMORE

What Is A "Meeting"?

- Any congregation of a *majority* of the members of a legislative body at the same time and place to *hear, discuss, or deliberate* upon any item within its subject matter jurisdiction. Government Code §54952.2.



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LIEBERT CASSIDY WHITMORE

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A Brown Act Update


Rancho Santiago Community College District – November 15, 2010

Presented by: Mary Dowell

LCW LIEBERT CASSIDY WHITMORE

"Meeting" does not include:

- Individual contacts between legislative body members and any other person.
- Conferences or seminars on issues of general interest which are open to the public
- Open and publicized meetings that are not organized by the local agency to address a topic of local community concern
- An open and noticed meeting of a legislative body of another local agency
- Purely social or ceremonial occasions



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Pop Quiz

- *A board holds a community meeting just to hear people's views – no decision will be made. Is this a meeting?*

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Pop Quiz



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LIEBERT CASSIDY WHITMORE

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Serial Meeting

- Any use of direct communication, personal intermediaries, or technological devices that is employed by a majority of the members of the legislative body **to develop a collective concurrence** as to action to be taken on an item.



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New Developments – Serial Meetings


- Gov't Code §54952.2 (2009)
 - Expressly overruled *Wolfe v. City of Fremont*
- A majority of legislative body shall not use a series of communications of *any kind*, directly or through intermediaries, to discuss, deliberate, or take action on any item within subject matter jurisdiction.

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New Developments – Serial Meetings

- Technological Advances Create Risk
 - Emails
 - Blog 
 - Chat rooms
 - Facebook postings 



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Regular Meeting

- Meeting that is held at a time and place specified by ordinance, resolution, bylaws, or whatever other rule is required for the conducting of business by the legislative body
- Agenda requirements:
 - The agenda must contain a brief, general description of each item, which need not exceed 20 words.
 - An agenda must be posted at least 72 hours prior to the meeting (weekends may be counted).
 - No action or discussion can take place concerning any item not posted, unless properly added to the agenda.

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New Developments – Access to Agenda Packets


- Gov't Code §54957.5(b)
 - Documents provided to majority of legislative body (agenda packets) must be made available upon request
 - Exception – if documents privileged under Public Records Act
 - Persons may request agenda packet be mailed to them and must make documents available in alternative formats (renewed every year)

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Special Meetings

- Meeting that is called at any time by the presiding officer of the legislative body or by a majority of the members
- Agenda Requirements:
 - A notice (agenda), including the time, place and business to be transacted at the meeting, must be posted, and distributed to each member of the legislative body and requesting members of the media, 24 hours in advance of the meeting.
 - Items may not be added to the agenda.



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Emergency Meetings

- Allowed only in emergency situations such as work stoppages, crippling disasters, or other activities which severely impair public health, safety, or both, as determined by a majority of the legislative body.
 - Telephonic notice must be provided to local newspapers of general circulation and other media outlets at least one hour prior to the meeting.
 - No closed sessions for emergency meetings.

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Items NOT on Agenda

- Board member or Staff may:
 - Make a brief response to statements made or questions asked
 - Ask a question for clarification
 - Make a brief announcement
- Subject to district rules, Board may ask staff to report back at a future meeting

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LCW LIEBERT CASSIDY WHITMORE

Public Right to Participate in Meetings

- Must permit the public to address items on the agenda *before* they are voted on
- If Board begins with closed session must first have public comment on closed session items.

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Public Right to Participate in Meetings

- **Not** required to permit public to address items after Board has begun deliberations.
- **Not** required to permit public to address more than once, or at will.

• **It's Not a Town Hall!**

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Public Right to Participate in Meetings – Colleges

- Must permit public to place items on the agenda within subject matter jurisdiction of the Board

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Who May Address The Legislative Body

- The public must be allowed to address the legislative body at a special meeting before or during consideration of any agenda item.
- Body may adopt reasonable regulations to ensure all have opportunity to speak such as time limits
- Body cannot prohibit criticism
- Body cannot require citizens provide his/her name as a condition of attendance at meeting
- §54957.9 allows for removal of persons who willfully interrupt a meeting (can clear room, but press can stay)

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A Brown Act Update

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Closed Sessions

▪ **Closed session procedural requirements:**

- The item must be described in the agenda unless "added on" at a regular meeting.
- Prior to going into closed session, the legislative body must disclose in open session the items to be discussed in closed session. The disclosure may take the form of a reference to the items as they are listed by number of letter on the agenda.
- After the closed session, the legislative body must "report out."

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Closed Sessions

▪ **Personnel Exception**

- To discuss the appointment, employment, job performance, discipline or dismissal of a public employee.
- The employee must be given written notice, as least 24 hours in advance, of the right to have *complaints or charges* heard in an open session.
- The discussion or action must concern a specific employee

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Closed Sessions

▪ **Pending Litigation**

- Legislative bodies may confer with their attorneys regarding "pending litigation" when discussion in open session would prejudice the agency.
- "Litigation" is broadly defined – includes administrative hearings and arbitration.
- Includes a "significant exposure to litigation" based on existing facts and circumstances.

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A Brown Act Update

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Additional Closed Session Topics

- Labor negotiations
- Security threats
- Real property transactions


**Cannot use closed session to discuss compensation except if tied to discipline*

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Closed Sessions

- **Reporting Out**
 - Action taken in closed session must be publicly "reported out" after the action is final. The vote of each member of the legislative body who attended the closed session also must be reported out.



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Reporting Out

- Property transaction —————> After agreement final
- Settlement —————> After settlement final
- Personnel discussion —————> At meeting when discussion made

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Closed Sessions

▪ **Other Closed Session Requirements**

- Copies of contracts approved in closed session must be provided at the end of the closed session if a person made a written request within 24 hours of the agenda posting or has made a standing request. Any other person is entitled to a copy at the next business day.

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New Developments – Proposals Following Bell Scandal

▪ **De La Torre Bill (AB 827)**

- Prohibits employees who report directly to the legislative body from entering into a contract that includes an automatic renewal, an increase of compensation that exceeds cost of living, or compensation increases linked to another contract.
- All contracts of employees who report directly to the legislative body must be approved in open session and reflect those decisions in the minutes.
- Copies of employment contracts and settlement agreements must be publicly available.

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Penalties

- Misdemeanor
- Court order to prohibit future violations
- Court order to nullify action taken in violation of the Brown Act
- Attorneys' fees

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A Brown Act Update
Rancho Santiago Community College District – November 15, 2010
Presented by: Mary Dowell

LCW LIEBERT CASSIDY WHITMORE
<p style="text-align: center;">Thank You</p> <p>Mary Dowell mdowell@lcwlegal.com 310-981-2085 www.lcwlegal.com</p>
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
November 15, 2010**

MANAGEMENT

Permission to Accept Outside Assignment

Hernandez, John – to serve as a faculty member for the Donna M. Bourassa Mid-Level Management Institute educational program for student affairs professional, from January 22–26, 2011.

New Job Description/Attachment #1

Assistant Dean
Institutional Effectiveness and Assessment
Academic Affairs
Santiago Canyon College

Salary Level: Grade F

Revised Job Description/Attachment #2

Director
Center for International Trade Development
Educational Services
District

Salary Level: From Grade E to Grade F

Interim Assignments

Isais, Enriqueta
Interim Director I
CEC Child Development Center
Child Development Services
District

Effective: November 1, 2010
Salary Placement: L-1 \$5,112/Month

Change of Assignment Location

Wahl, Susan
Interim Director I
Child Development Services
District

Effective: November 1, 2010
From: CEC Child Development Center
To: SCC Child Development Center

MANAGEMENT (CONT'D)

Ratification of Resignation/Retirement

Carri, Nancy
Director I
SCC Child Development Center
Child Development Services
District

Effective: January 3, 2011
Reason: Retirement

Trahan, Devon
District Safety and Security Supervisor
District Safety and Security
District

Effective: December 30, 2010
Reason: Retirement

FACULTY

Interim Assignment

Paz-Lugo, Artemisa
Acting Master Teacher
CEC Child Development Center
Child Development Services
District

Effective: November 1, 2010
Salary Placement: MT/AA-1 \$35,364/Year

Stipend

Pruznick, Jennifer
Master Teacher
CEC Child Development Center
Child Development Services
District

Effective: November 1, 2010
Amount: \$300/Month
Reason: Assistant Director Stipend

Leaves of Absence

Colunga, Molly
Associate Professor, Reading
Humanities and Social Sciences Division
Santa Ana College

Effective: January 18 – May 20, 2011
Reason: Banked Leave (15 LHE)

FACULTY (CONT'D)

Leaves of Absence (cont'd)

Galvan, Javier
Professor, Spanish
Humanities and Social Sciences Division
Santa Ana College

Effective: January 18 – May 20, 2011
Reason: Banked Leave (15 LHE)

Issa, Kamal
Professor, French
Humanities and Social Sciences Division
Santa Ana College

Effective: January 18 – May 20, 2011
Reason: Banked Leave (15 LHE)

Ratification of Resignations/Retirements

Mugica, Yolanda
Counselor/Coordinator, MESA
Counseling Division
Santa Ana College

Effective: December 30, 2010
Reason: Retirement

Cruz, Ana
Associate Teacher
SAC East Child Development Center
Child Development Services
District

Effective: November 19, 2010
Reason: Resignation

Part-time/Hourly Hires/Rehires

Benoit, Shirley
Instructor, Vocational/Business Skills
Continuing Education Division/OEC
Santiago Canyon College

Effective: October 25, 2010
Hourly Lecture Rate: I-2 \$40.97

Blake, Hugh
Instructor, Philosophy
Arts, Humanities and Social Sciences Division
Santiago Canyon College

Effective: January 18, 2011
Hourly Lecture Rate: II-3 \$54.32

Burkhardt, Eric
Instructor, Fire Technology
Human Services and Technology Division
Santa Ana College

Effective: November 16, 2010
Hourly Lecture/Lab Rate: II-3 \$54.32/\$46.17

FACULTY (CONT'D)

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

Corona, Emily
Instructor, Biology
Science, Mathematics & Health Sciences
Santa Ana College

Effective: January 18, 2011
Hourly Lecture/Lab Rate: II-3 \$54.32/\$46.17

Lee, Terrence
Instructor, Biology
Science, Mathematics & Health Sciences
Santa Ana College

Effective: January 18, 2011
Hourly Lecture/Lab Rate: III-3 \$57.03/\$48.48

Moldoveanu, Minodora
Instructor, Speech
Fine and Performing Arts Division
Santa Ana College

Effective: January 18, 2011
Hourly Lecture Rate: II-3 \$54.32

Perez, Elvia
Substitute Associate Teacher
CEC Child Development Center
Child Development Services
District

Effective: November 1, 2010
Hourly Rate: I-1 \$13.00

Phu, Cindy
Instructor, Speech
Fine and Performing Arts Division
Santa Ana College

Effective: January 18, 2011
Hourly Lecture Rate: II-3 \$54.32

Rowland-Goldsmith, Melissa
Instructor, Biology
Mathematics and Sciences Division
Santiago Canyon College

Effective: January 18, 2011
Hourly Lecture/Lab Rate: III-3 \$57.03/\$48.48

Wagner, Summer
Instructor, Speech
Fine and Performing Arts Division
Santa Ana College

Effective: January 18, 2011
Hourly Lecture Rate: II-3 \$54.32

FACULTY (CONT'D)

Non-paid Instructors of Record

Brennan, Patrick Instructor, Fire Technology (equivalency) Laguna Beach Fire Department Human Services and Technology Division Santa Ana College	Effective: November 16, 2010
Buckner, Frank Instructor, Fire Technology (equivalency) Laguna Beach Fire Department Human Services and Technology Division Santa Ana College	Effective: November 16, 2010
Conroy, Dan Instructor, Fire Technology (equivalency) Laguna Beach Fire Department Human Services and Technology Division Santa Ana College	Effective: November 16, 2010
Ganger, Gary Instructor, Fire Technology (equivalency) Laguna Beach Fire Department Human Services and Technology Division Santa Ana College	Effective: November 16, 2010
Kent, Chris Instructor, Fire Technology (equivalency) Laguna Beach Fire Department Human Services and Technology Division Santa Ana College	Effective: November 16, 2010
Kuzmic, John Instructor, Fire Technology (equivalency) Laguna Beach Fire Department Human Services and Technology Division Santa Ana College	Effective: November 16, 2010

FACULTY (CONT'D)

Non-paid Instructors of Record

McIntyre, Timothy
Instructor, Fire Technology (equivalency)
Laguna Beach Fire Department
Human Services and Technology Division
Santa Ana College

Effective: November 16, 2010

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
November 2010

ASSISTANT DEAN
INSTITUTIONAL EFFECTIVENESS AND ASSESSMENT

GENERAL RESPONSIBILITIES

Under direction, oversees and implements college-wide planning, assessment and research activities to positively impact student outcomes and overall institutional effectiveness. Promotes excellence through the integration of strategic planning, systematic institutional evaluation and assessment, and qualitative and quantitative research to support college decision making.

SPECIFIC RESPONSIBILITIES

Coordinate strategic planning processes that integrate program review, unit planning, divisional planning and college-wide planning to establish annual and long range goals. Direct research and analysis including, but not limited to: environmental scans, analysis of enrollment data and trends, systematic institutional assessment and evaluation, labor market analysis, and performance reports. Contribute to college-wide institutional effectiveness by providing data on Student Learning Outcomes, Institutional Effectiveness Outcomes, statistics, trends and comparisons. Collaborate with faculty and staff to support the teaching/learning process. Collect, analyze, interpret, and disseminate data related to student outcome measures, academic program review, planning, and institutional effectiveness.

Work collaboratively with the Student Learning Outcome and Assessment Committee, and the Chief Instructional Officer in the development methodology for compiling, analyzing, documenting and reporting student learning outcome and assessment data; serve as resource person to faculty, staff, and/or governance committees; assist in developing assessments for student learning outcomes and work with college leaders to develop, refine and enhance institutional effectiveness. Serve on college/district committees as assigned. Perform related duties as assigned. Serve as liaison and resource to the college accreditation process, program accreditation processes, compliance program reviews and the biennial review of vocational programs. Provide comprehensive reporting and analysis on institutional effectiveness. Develop systems and procedures to expand and improve the college's ability to access and analyze information.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
November 2010

ASSISTANT DEAN
INSTITUTIONAL EFFECTIVENESS AND ASSESSMENT cont'd

ORGANIZATIONAL RELATIONSHIPS

This position reports to the Chief Instructional Officer.

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Must possess a master's degree and a minimum of one year of formal training, internship, or leadership experience reasonably related to this administrative assignment; or a valid California Administrative or Supervisory Credential authorizing service at the community college level or equivalent.

Desirable Qualifications

Experience with:

- Applied research methodology in a community college or other educational setting
- Qualitative and quantitative research techniques, statistical analysis and information systems
- Institutional effectiveness processes, survey design and implementation, assessment methods and benchmarking tools
- Developing and implementing strategic planning processes

Required Skills: Excellent written and verbal communication skills; ability to effectively supervise staff, prevent and resolve conflicts and problems, build consensus and organize programs and services to meet changing needs.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
November 2010

DIRECTOR, CENTER FOR INTERNATIONAL TRADE DEVELOPMENT

CLASS SUMMARY

Under administrative supervision, responsible for the operation and promotion of the Center for International Trade Development in accordance with the goals and objectives of the California Community College Chancellor's Office Economic Development Plan for Centers of International Trade Development.

REPRESENTATIVE DUTIES

Plan and implement International Trade programs and activities. Provides counseling and technical assistance on international trade to small business owners and individuals starting international businesses. This counseling and technical assistance will include, but not be limited to: assisting with identification and choice of distributors; matching buyers and sellers; assisting with contract negotiation, strategic planning for future business expansion, and possible avenues of finance. Marketing counseling in such areas as: 1) identifying international market niches; 2) market research; 3) access to international market studies; 4) market plan; 5) advertising and public relations; 6) product display; and 7) cooperative marketing. Supervise budget, auditing timelines, and evaluations. Develops and maintains international referral services. Maintains appropriate computerized records that document services provided. Develop marketing plan to promote CITD. Establish formal agreements and delineate specific services and roles with other entities providing similar services, such as California Export Finance Office, US Department of Commerce and other CITDs, and SBDCs in the area. Recruit, train and schedule a cadre of consultants to provide services. Maintains close liaison with local, state and federal lending sources for small businesses involved in international trade. Assists in the continued development of the CITD by cooperating with small business organizations and agencies, and maintains working relations with key public, state and federal agencies. Coordinate local advisory committee to effectively promote the CITD program and maintain the relevancy of its programs. Serves on appropriate business and educational committees at the local and state level. Conducts classes and/or workshops as appropriate. Prepares reports to funding sources and college administration, and participates in the preparation of grant applications. Establishes and maintains administration planning/organizational procedures in accordance with state codes and related laws. Prepares a variety of reports, agendas, proposals and agreements as required. Assists in establishing continuing funding sources. Performs other duties as required to carryout project objectives and activities, and to meet grant conditions.

DIRECTOR, CENTER FOR INTERNATIONAL TRADE DEVELOPMENT cont'd

ORGANIZATIONAL RELATIONSHIPS

This position reports to the Assistant Vice Chancellor Educational Services and manages the CITD program activities and supervises the CITD staff.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
November 2010

DESIRABLE QUALIFICATION GUIDE

Training and Experience

Bachelors Degree or higher from an accredited institution in a business area, minimum of five years experience in management, administration or delivery of programs in small business, economic development or international trade. Recent experience in a small business development or a CITD preferred.

Knowledge and Abilities

Knowledge of: international trade and international business, small business activities in the community and the ability to participate in those activities. Ability to: perform counseling for clients of the Center, market the program, participate in organizations which promote international trade and other community based small business activities, seek professionals willing to act as referrals on a probono and reduced fee basis, and follow the guidelines of the grant.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
NOVEMBER 15, 2010**

CLASSIFIED

New Appointment

Wolf-Sandoval, Laurie
Sr. Accountant (CL10-0226)
Fiscal Services/ District

Effective: November 15, 2010
Grade 15, Step 1 \$4280

Temporary to Contract

Fast, Debra
Financial Aid Tech (CL10-0234)
Financial Aid/ SCC

Effective: December 15, 2010
Grade 8, Step 1 \$3051

Garcia, Andrea
Financial Aid Tech (CL10-0234)
Financial Aid/ SCC

Effective: November 16, 2010
Grade 8, Step 1 \$3051

Prajapati, Jitesh
Financial Aid Tech (CL10-0234)
Financial Aid/ SCC

Effective: December 1, 2010
Grade 8, Step 1 \$3051

Out of Class Assignment

Rodriguez, Maria
Admissions/Records Spec. II/ SAC

Effective: 11/01/10 – 05/31/11
Grade 8, Step 5 + 1PG \$3755.67

Change in Position

Williams, Dawn
Intermediate Clerk
From: 47.5% FTE 12 month/ Auxiliary
Services
To: 75% FTE **10 month**/ Health Center/
SAC (Reinstate from 39 Month List)

Effective: September 20, 2010
Grade 5, Step 3 @ 75%FTE \$2251.50

Correction

Ratification of Resignation/Retirement

Leon, Pauline Help Desk Analyst/ ITS	Effective: January 21, 2011 Reason: Retirement
Morris, Henry Custodian/ Admin. Services/ SCC	Effective: November 30, 2010 Reason: Retirement
Mugica, Michael Lead Maintenance Worker/ SAC	Effective: December 30, 2010 Reason: Retirement
Palomares, Ezequiel Skilled Maintenance Worker/ Admin. Services/ SAC	Effective: December 31, 2010 Reason: Retirement
Recinos, Jaime Bookstore Operations Specialist/ Auxiliary Services/ SAC	Effective: November 30, 2010 Reason: Resignation
Shrum, Roger District Safety Officer/ District	Effective: December 31, 2010 Reason: Retirement
Tuon, Ronnie Custodian/ Admin. Services/ SCC	Effective: December 31, 2010 Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Andrade, Jose Instructional Assisstant (CL10-0250) Orange Education Center	Effective: November 15, 2010 Up to 19 Hours/Week School Session Grade 5, Step A \$15.64/Hour
Ceja, Daniel Custodian (CL10-0218) Admin. Services/ SCC	Effective: October 25, 2010 19 Hours/Week 12 Month Grade 4, Step A \$15.15/Hour
Donaldson, Brandi Career Technician (CL10-0242) DSPS/ SAC	Effective: November 8, 2010 19 Hours/Week 12 Month Grade 10, Step A \$19.10/Hour
Garcia, Anaisabelle Instructional Assistant (CL10-0238) Orange Education Center	Effective: November 8, 2010 Up to 19 Hours/Week School Session Grade 5, Step A \$15.64/Hour

CLASSIFIED HOURLY

New Appointments cont'd

Hernandez, Guadalupe
Custodian (CL10-0218)
Admin. Services/ SCC
Effective: October 25, 2010
19 Hours/Week 12 Month
Grade 4, Step A \$15.15/Hour

Matthews, Kimberly
Career Technician (CL10-0241)
Counseling/ SAC
Effective: October 25, 2010
19 Hours/Week 12 Month
Grade 10, Step A \$19.10/Month

Leave of Absence

Pineda, Maribel
Transfer Center Specialist/ Counseling/
SAC
Effective: 10/18/10 – 12/10/10
Reason: Maternity Leave

Change in Salary Placement

Nguyen, Hung
Admissions/Records Tech Specialist/ SAC
Effective: 11/16/10 – 12/17/10
Voluntary Reduction in Schedule
From 47.5% FTE to 25% FTE
Grade 15 Step A @ 25% FTE \$1070.10
+ \$125/Mo. PG

Ratification of Resignation/Retirement

Carney, Yumiko
Instructional Assistant/ Orange Education
Center
Effective: October 25, 2010
Reason: Resignation

TEMPORARY ASSIGNMENT

Castellanos, Margie
Counseling Assistant/ School of
Continuing Educ./ SAC
Effective: 11/22/10 – 12/04/10

Additional Hours for On Going Assignment

Aguilar, Wendy
Counseling Assistant/ School of
Continuing Educ./ SAC
Effective: 10/07/10 – 06/30/11
Not to exceed 19 consecutive working days
in any given period.

Additional Hours for On Going Assignment cont'd

Campos, Griselda
Data Entry Clerk/ Child Dev.
Services/District
Effective: 11/03/10 – 06/30/11
Not to exceed 19 consecutive working days
in any given period.

Ceja, Daniel
Custodian/ Admin. Services/ SCC
Effective: 10/25/10 – 06/30/11
Not to exceed 19 consecutive working days
in any given period.

Hernandez, Guadalupe
Custodian/ Admin. Services/ SCC
Effective: 10/25/10 – 06/30/11
Not to exceed 19 consecutive working days
in any given period.

Substitute Assignments

Aguilar, Wendy
Counseling Assistant/ School of
Continuing Educ./ SAC
Effective: 10/07/10 – 06/30/11
Not to exceed 19 consecutive working days
in any given period.

Barbery, Monika
Counseling Assistant/ School of
Continuing Educ./ SAC
Effective: 10/07/10 – 06/30/11
Not to exceed 19 consecutive working days
in any given period.

Ceja, Daniel
Custodian/ Admin. Services/ SCC
Effective: 10/25/10 – 06/30/11
Not to exceed 19 consecutive working days
in any given period.

Hernandez, Guadalupe
Custodian/ Admin. Services/ SCC
Effective: 10/25/10 – 06/30/11
Not to exceed 19 consecutive working days
in any given period.

MISCELLANEOUS POSITIONS

Instructional Associates/Associate Assistants

Criminal Justice

Martinez, Felipe
Effective: 11/16/10

Nichols, Alma
Effective: 11/16/10

VOLUNTEERS

Johnson, Waymon
Student Driver/ Exercise Science/ SAC

Effective: 11/16/10 – 06/30/11

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Cardenas Jr, Raul	Effective: 10/25/10-06/30/11
De Leon, Jesus Darren	Effective: 10/28/10-06/30/11
Doan, Bich Giang Ngoc	Effective: 10/12/10-06/30/11
Gama, Daisy	Effective: 10/18/10-06/30/11
Garcia, Gabriel Anthony	Effective: 10/20/10-06/30/11
Levan, Tommy Lu	Effective: 10/12/10-06/30/11
Lopez, Jonathan	Effective: 10/13/10-06/30/11
Ramirez, Sky Angel	Effective: 10/18/10-06/30/11
Suazo, Lorenza Guadalupe	Effective: 10/21/10-06/30/11

**Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST**

De Luna, James	Effective: 10/15/10-06/30/11
Morgan, Katiana	Effective: 10/12/10-06/30/11

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DOCKET
CLASSIFIED
NOVEMBER 15, 2010
ADDENDUM**

TEMPORARY

Franco, Mark
Transfer Center Specialist/ Counseling/ SAC

Effective: 11/16/10 – 06/30/11

Additional Hours for On Going Assignment

Palomares, Eva
Transfer Center Specialist/ Counseling/ SAC

Effective: 10/25/10 – 06/30/11
Not to exceed 19 consecutive days in any given period.

VOLUNTEER

Butler, Aaron
Non Student/ Exercise Science/ SAC

Effective: 11/16/10 – Indefinite

Castro, Luis
Non Student/ Humanities & Social
Science/SAC

Effective: 11/16/10 – 06/30/11

Cunningham, Pablo
Non Student/ Exercise Science/ SAC

Effective: 11/16/10 – Indefinite

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Student Services**

To:	Board of Trustees	Date: November 15, 2010
Re:	Ratification of Santa Ana College Associate Degree and Certificates for Summer 2010	
Action:	Request for Ratification	

BACKGROUND

Attached is a list of students who have completed coursework at Santa Ana College leading to the Associate Degree and/or Certificate for summer 2010.

ANALYSIS

Santa Ana College awarded 250 Associate Degrees at the conclusion of the summer 2010 semester, 200 Associate in Arts and 50 Associate in Science. This is 76 up from summer 2009 in which 174 Associate Degrees were conferred. The areas that showed significant increases were Business Administration, Liberal Arts, and Paralegal. The area that showed the most significant decrease was Occupational Therapy.

Santa Ana College awarded 235 Certificates of Achievement/Accomplishment at the conclusion the summer 2010 semester, compared to 137 awarded at the conclusion of summer 2009. The areas with the most significant increase in certificates were the CSU General Education certificate and the IGETC General Education. This significant increase is due to the fact that the State Chancellors Office has authorized SAC to issue CSU and IGETC certificates.

RECOMMENDATION

It is recommended that the Board of Trustees ratify the recipients of the Santa Ana College Associate Degree and Certificates for summer 2010 as presented on the attached.

Fiscal Impact:	None	Board Date: November 15, 2010
Prepared by:	Mark C. Liang, J.D., Associate Dean, Admissions and Records Sara Lundquist, Ph.D., Vice President, Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

Santa Ana College
Degrees Awarded
Summer 2010

MAJOR	2010
Accounting	3
Art	1
Art - Digital Media	1
Automotive Technology	1
Biological Science	1
Business Administration	19
Business Applications and Technology	1
Chemistry	5
Criminal Justice	4
Economics	1
Elementary Education	3
English	1
Engineering	
- Civil Technology	1
- Drafting and Design	1
- Engineering	1
Fire Technology	
- Fire Administration	3
- Chief Officer	3
- Public Fire Service	23
- Medical Services Officer	1
History	3
Human Development	
- Preschool Child	2
International Business	2
Liberal Arts	124
Liberal Arts - University Transfer Studies	15
Library Technology	1
Marketing	1
Medical Assistant	1
Nursing - Reg. Nursing	2
Occupational Therapy Assistant	1
Paralegal	9
Philosophy	1
Physics	1
Political Science	1
Psychology	3
Science	3
Sociology	1
Speech Language Pathology Assistant	1
Television/Video Communications	2
Welding Technology	2
TOTAL	250
Male	120
Female	103
Associate of Arts	200
Associate of Science	50

Santa Ana College
Degrees Awarded
Summer 2010

Double Majors	16
Three or more majors	5

Santa Ana College
Degrees Awarded
Summer 2009 and Summer 2010

MAJOR	2009	2010
Accounting	2	3
Art	0	1
Art - Digital Media	0	1
Art - Graphic Design	2	0
Automotive Technology	0	1
Biological Science	2	1
Business Administration	11	19
Business Applications and Technology	0	1
Chemistry	3	5
Computer Information Systems	1	0
Criminal Justice	0	4
Economics	0	1
Elementary Education	1	3
English	0	1
Engineering		
- Civil Technology	0	1
- Computer Aided Drafting & Design	1	0
- Drafting and Design	0	1
- Engineering	0	1
Fire Technology		
- Fire Administration	3	3
- Chief Officer	2	3
- Public Fire Service	13	23
- Medical Services Officer	1	1
- Prevention Officer	1	0
History	0	3
Human Development		
- Infant/Toddler	2	0
- Preschool	1	2
International Business	0	2
Liberal Arts	95	124
Liberal Arts - University Transfer Studies	10	15
Library Technology	0	1
Management	1	0
Marketing	0	1
Medical Assistant	0	1
Nursing - Registered Nursing	3	2
Occupational Therapy Assistant	5	1
Paralegal	1	9
Pharmacy Technology	1	0
Philosophy	0	1
Physics	1	1
Political Science	1	1
Psychology	2	3
Science	3	3
Sociology	1	1
Speech Language Pathology Assistant	3	1
Television/Video Communications	1	2
Welding Technology	0	2
TOTAL	174	250

Santa Ana College
Degrees Awarded
Summer 2009 and Summer 2010

Male	94	120
Female	80	103
Associate of Arts	135	200
Associate of Science	39	50
Double Majors	11	16
Three or more majors	1	5

Santa Ana College
Certificates Awarded
Summer 2010

MAJOR	2010
Accounting	2
Art -	
- 3D Animation Art Emphasis	3
Business Applications & Technology -	
- Digital Publishing	1
- <i>International Office</i> *	1
- <i>Spanish English Interpretation & Translation</i> *	1
CIS -	
- <i>Networking</i> *	1
- <i>PC Maintenance and Troubleshooting</i> *	1
<i>Criminal Justice Corrections Officer</i> *	1
CSU General Education	109
Engineering -	
- Opt II-Architectural/Civil Eng/Construction	2
- Civil Technology	1
- <i>Parametric 3D Solid Modeling CAD</i> *	1
Fire Technology -	
- Chief Officer	2
- Fire Administration	2
- <i>Medical Services Officer</i> *	1
- Public Fire Service	37
Human Development -	
- Infant/Toddler	2
- Preschool Child	2
International Business	3
IGETC General Education	28
Management -	
- <i>Human Resources</i> *	1
Manufacturing Technology -	
- CNC Lathe Set Up	2
- Programmer Mastercam	2
- <i>Solidworks 3D</i> *	1
Marketing -	
- <i>Professional Selling</i> *	1
<i>Medical Assistant - Administrative / Clinical</i> *	3
<i>Music Digital Music Production</i> *	6
Paralegal	6
Pharmacy Technology	
- Advanced	2
- <i>Basic</i> *	6
Television/Video Communications -	
- Television Production	1
- Broadcast Journalism	1
- <i>Media Studies</i> *	1
Welding Technology	1
TOTAL	235
Male	129
Female	97
Certificates of Achievement	209
<i>Certificates</i> *	26

Santa Ana College
Certificates Awarded
Summer 2010

Double Majors	9
Three or more majors	0

Santa Ana College
 Certificates Awarded
 Summer 2009 Summer 2010

MAJOR	2009	2010
Accounting	1	2
Art		
- 3D Animation Art Emphasis	0	3
- <i>Digital Media Post-Production *</i>	1	0
Business Applications & Technology	1	0
- <i>Bilingual *</i>	1	0
- Digital Publishing	0	1
- <i>International Office *</i>	0	1
- <i>Spanish English Interpretation & Translation*</i>	0	1
Computer Information Systems		
- <i>Database *</i>	1	0
- <i>Help Desk *</i>	2	0
- <i>Networking*</i>	0	1
- <i>PC Maintenance and Troubleshooting*</i>	0	1
<i>Criminal Justice Corrections Officer *</i>	2	1
CSU General Education	59	109
Diesel & Heavy Equipment Technology	1	0
- <i>Mid-Range Engine</i>	1	0
- <i>Transport Refrigeration/Temperature Control *</i>	1	0
Engineering		
- <i>Civil Technology</i>	1	1
- Opt II-Architectural/Civil Eng/Construction	1	2
- <i>Parametric 3D Solid Medeling CAD*</i>	0	1
Fashion Merchandising	1	0
Fire Technology		
- Chief Officer	1	2
- Fire Administration	0	2
- <i>Medical Services Officer *</i>	1	1
- Public Fire Service	6	37
Human Development		
- Infant/Toddler	1	2
- Preschool Child	3	2
International Business	1	3
IGETC General Education	13	28
Management		
- <i>Human Resources *</i>	1	1
- <i>Supervision *</i>	2	0
Manufacturing Technology		
- CAD/CAM	3	0
- CNC Lathe Set Up	1	2
- CNC Milling Set Up	2	0
- CNC Machine Set Up	3	0
- Programmer Mastercam	2	2
- <i>Solidworks 3D *</i>	4	1
Marketing		
- <i>Professional Selling*</i>	0	1
Medical Assistant - Administrative / Clinical	3	3
<i>Music Digital Music Production*</i>	0	6
Paralegal	2	6
Pharmacy Technology		
- Advanced	3	2

Santa Ana College
 Certificates Awarded
 Summer 2009 Summer 2010

- <i>Basic</i> *	10	6
Television/Video Communications -		
- Television Production	0	1
- Broadcast Journalism	0	1
- <i>Media Studies</i> *	0	1
Welding Technology	1	1
TOTAL	137	235
Male	71	129
Female	66	97
Certificates of Achievement	112	209
<i>Certificates</i> *	25	26
Double Majors	2	9
Three or more majors	5	0

<u>NAME</u>		<u>AWARD</u>	<u>MAJOR</u>	<u>HONORS</u>
Abundes	Noelia	AA	Liberal Arts	Honors
Adan	Miguel	AA	Liberal Arts	
Aguilar	Brenda	AA	Liberal Arts	
Aguilar	Cristian	AA	Liberal Arts	
Aldana	Lizbeth	AA	Liberal Arts	
Andrews	Danielle	AA	Liberal Arts	
Arechiga	Maria	AA	Liberal Arts	
Arellano	Fernando	AA	Liberal Arts	
Arias	Laura	AA	Liberal Arts	
Arvizu	Rudy	AA	Liberal Arts	
Avina	Azucena	AA	Liberal Arts	
Bailey	Marietta	AA	Accounting	
Barnes	Lori	AA	Liberal Arts	
Baron	Conrado	AA	Liberal Arts	
Barragan	Jasmine	AA	Liberal Arts	
		AA	Elementary Education	
Barron	Ashley	AA	Liberal Arts	
Bauman	Connor	AS	Fire Technology Public Fire Service	
Bellegia	Christopher	AA	Paralegal	
Benson	Kenneth	AA	Liberal Arts	
		AS	Fire Technology Chief Officer	
		AS	Fire Administration	
Berendsen	Nicolas	AA	Liberal Arts	Highest Honors
Blancas	Zain	AA	Liberal Arts	
Bothwell	Heather	AA	Liberal Arts	
Bothwell	Ryan	AA	Liberal Arts	
Breen	Patrick	AS	Fire Technology Public Fire Service	
Brinnon	Jeremiah	AS	Fire Technology Public Fire Service	
Bristol	Ted	AA	Liberal Arts	
Brown	Kamyron	AA	Liberal Arts	
Bui	Mary	AA	Business Applications and Technology	
Bustamante Ochoa	Luis	AA	Liberal Arts	
Cabral	Ernesto	AA	Liberal Arts	Honors
Carbajal	Rodolfo	AA	English	
Carrillo	Frank	AA	Accounting	

Castellon	Alejandra	AA	Liberal Arts University Transfer Studies	
		AS	Science	
		AS	Biological Science	
		AS	Chemistry	
Castle	Angelique	AA	Liberal Arts	
Castro	Arturo	AA	Art - Digital Media	
Castro	Luis	AA	Liberal Arts	
Castro	Rodolfo	AA	Criminal Justice	
Caya	Jason	AS	Fire Technology Public Fire Service	
Ceja	Elson	AA	Liberal Arts	
Cervantes	Cynthia	AA	Liberal Arts University Transfer Studies	
Chacon	Cynthia	AA	Liberal Arts	
Chavez-Ramirez	Nancy	AA	Liberal Arts	
Cheatum	Daven	AS	Fire Technology Public Fire Service	
Chittenden	Neal	AS	Nursing - Regsitered Nursing	
Chu	Ha	AA	Business Administration	Honors
Concialdi	Matthew	AS	Fire Technology Medical Services Officer	
Cotrina	Maria	AA	Business Administration	
		AA	Liberal Arts	
Covarrubias	Julissa	AA	Liberal Arts	
Culver	Nicolas	AA	Liberal Arts	
Cunningham	Aisha	AA	Liberal Arts	
Curtner	Zachary	AS	Fire Technology Public Fire Service	
Dayfallah	Angelina	AA	Liberal Arts	
De la Rosa	Paul	AA	Liberal Arts	
Doan	Khai	AA	Business Administration	Honors
Duong	Penny	AA	Paralegal	
Duran	Julian	AA	Liberal Arts	
Dyer	Jason	AA	Liberal Arts	
Echeverria	Noe	AA	Liberal Arts	
Emmons	Troy	AA	Liberal Arts University Transfer Studies	
Esqueda Alba	Nancy	AA	Business Administration	
Faz	Norma	AA	Paralegal	
Feduk	Anne	AA	Art	High Honors
		AA	Liberal Arts	High Honors
Feruglio	Marcelo	AA	Business Administration	Honors
Fischer	Jesse	AS	Chemistry	

Flores	Brenda	AA	Liberal Arts University Transfer Studies	
Franco	Judy	AA	Liberal Arts	
Frey	Bryan	AS	Fire Technology Public Fire Service	
Frias	Martha	AA	Business Administration	
Fuentes	Tessa	AA	Liberal Arts	
Garcia	Adrian	AA	Liberal Arts	
Garcia	Alexis	AA	Liberal Arts	
Garcia	Jorge	AA	History	
Garibay	Karen	AA	Liberal Arts	
Gomez	Ernesto	AA	Criminal Justice	
Gonzalez	Arturo	AA	Liberal Arts University Transfer Studies	
Gordon	Phillip	AA	Paralegal	
Grange	Chad	AS	Fire Technology Public Fire Service	
Guitron	Carmen	AA	Criminal Justice	
Guzman	Julian	AA	Economics	
Hamilton	Kathryn	AA	Liberal Arts	
Hancock	Christopher	AA	Liberal Arts	
Hanson	James	AS	Fire Administration	
		AS	Fire Technology Chief Officer	
Hernandez	Andrea	AA	Liberal Arts	
Hernandez	Arturo	AA	Liberal Arts	
Hernandez	Bethany	AA	Liberal Arts	
Hernandez	Brenda	AA	Paralegal	
Hernandez	Felix	AS	Engineering - Civil Technology	
Hernandez	Griselda	AA	Liberal Arts	
Hernandez	Liliana	AA	Psychology	
Hernandez	Maria	AA	Criminal Justice	
Hernandez	Ricardo	AA	Liberal Arts	Honors
		AS	Engineering	Honors
Hoang	My	AA	Liberal Arts	
Hoyt	Matthew	AS	Fire Technology Public Fire Service	
Hussein	Abdi	AA	Liberal Arts	
Huynh	Thao	AA	Business Administration	Honors
		AA	Liberal Arts	Honors
Ibarra	Elias	AA	Paralegal	
Islas	Edwin	AA	Liberal Arts	
Jaime	Alberto	AA	Liberal Arts	

		AA	Sociology	
		AS	Fire Technology Public Fire Service	
Jaime	Travis	AA	Liberal Arts	Honors
Jones	Derek	AA	Liberal Arts	
Juarez	Juana	AA	Human Development Preschool Child	Honors
Kelley	Sean	AS	Fire Technology Public Fire Service	Honors
Koch	Colin	AS	Fire Technology Public Fire Service	
Kovacs	Anh	AA	Business Administration	High Honors
Kroboth	Justin	AS	Fire Technology Public Fire Service	
Lam	Dustin	AA	Business Administration	High Honors
Lara	Gary	AA	Liberal Arts	
Le	Anthony	AA	Liberal Arts	Honors
Le	Huy	AA	Business Administration	High Honors
Le	Sang	AS	Chemistry	Honors
Lemus	Alejandro	AA	Paralegal	
Lezama	Gustavo	AA	Liberal Arts	
Lopez	Gabriel	AA	Liberal Arts	Honors
Lopez	Julio	AA	Liberal Arts	
Lopez	Melanie	AA	Business Administration	
Lopez	Myrna	AA	Liberal Arts	
Lopez	Nelson	AA	Liberal Arts	
Loria	Yvonne	AA	Speech Language Pathology Assistant	
Loya	April	AA	Liberal Arts University Transfer Studies	
Lu	Truc	AA	Business Administration	
Magana Sandoval	Fabian	AA	Liberal Arts University Transfer Studies	
		AS	Physics	
		AS	Science	
Mallory	Dianne	AS	Occupational Therapy Assistant	
Marcelo	Carlo	AA	Liberal Arts	
Marcos	Enith	AA	Liberal Arts	
Marin	Betzabel	AS	Medical Assistant Administrative-Clinical	
Marquez	Ana	AA	Liberal Arts	
Marroquin	Lilian	AA	Psychology	
Martinez	Bernadette	AA	Liberal Arts	
Martinez	Stephanie	AA	Liberal Arts	
Mc Laughlin	Kevin	AS	Fire Technology Public Fire Service	
Medina	David	AA	Liberal Arts	

Mejia	Betsabe	AA	Business Administration	
Mendez	Zihomara	AA	Elementary Education	
		AA	Liberal Arts	
Meneses	Nuno	AA	Liberal Arts	
Mercado	Elizabeth	AA	Liberal Arts	
Miller	Christopher	AA	Liberal Arts	
Mitchell	Laurice	AA	Liberal Arts	High Honors
		AA	Paralegal	High Honors
Montealegre	Daniel	AA	Liberal Arts	Honors
Montes	Brian	AA	History	
Mora	Rubi	AA	Liberal Arts	Honors
Morales	Hector	AA	Liberal Arts	Honors
Morales	Maribel	AA	Liberal Arts	
Morales	Oscar	AA	Liberal Arts	
Morales	Paulette	AA	Liberal Arts	
Moran	Luis	AA	Liberal Arts	
Moreno	Victor	AS	Automotive Technology	
Morettini	Gabriel	AS	Fire Technology Public Fire Service	
Munoz	Alma	AA	Liberal Arts	
Narvaez	Laura	AA	Liberal Arts	Honors
Navarro	John	AA	Liberal Arts University Transfer Studies	
		AA	Psychology	
Negron	Victor	AA	Liberal Arts	
Nguyen	Khoa	AA	Business Administration	
Nguyen	Kieu-Hanh	AA	Accounting	
Nguyen	Kim	AA	Liberal Arts	
Nguyen	Loi	AA	Liberal Arts University Transfer Studies	
Nguyen	Nancy	AA	Liberal Arts	
Novella	Joshua	AS	Fire Technology Public Fire Service	
Orellana	Biviana	AA	Human Development Preschool Child	
Orozco	Jennyfer	AA	Liberal Arts	
Orozco	Rocio	AA	Liberal Arts University Transfer Studies	
Ortiz	Janet	AS	Fire Administration	Honors
		AS	Fire Technology Chief Officer	Honors
Ortuno	Tony	AA	Liberal Arts	
Pacheco	Dayan	AA	Liberal Arts	Honors
		AA	Elementary Education	Honors

Padilla	Britney	AA	Liberal Arts	
Padilla	George	AA	Liberal Arts	
Pantoja Ledesma	Maria	AA	Business Administration	
Pardo	Moises	AA	Liberal Arts	Honors
Parpai	Anne	AA	Liberal Arts	
Partida	Edgar	AA	Liberal Arts	
Patel	Almas	AA	Liberal Arts University Transfer Studies	
Patterson	Jorja	AA	Liberal Arts	Honors
Perry	Christopher	AA	Liberal Arts	
		AS	Welding Technology	
Polhill	Jason	AS	Fire Technology Public Fire Service	
Prentice	Michael	AS	Fire Technology Public Fire Service	
Ramirez	Aurora	AA	Liberal Arts University Transfer Studies	
Ramirez	Luis	AA	Television/Video Communications	
		AA	Liberal Arts	
Ramos	Lorena	AA	Liberal Arts	
Ramos Aceves	Daniel	AA	Liberal Arts	
Ramstack	Kelly	AA	Political Science	
Rodriguez	Mayra	AA	History	
Rodriguez	Rafael	AA	Liberal Arts University Transfer Studies	
Romeros	Richard	AA	Liberal Arts	
Rosenson	Jeffrey	AS	Fire Technology Public Fire Service	
Rowe	Cheryl	AA	Liberal Arts	
Saldana	Cesar	AA	Television/Video Communications	
Saldana	Jonathan	AA	Liberal Arts	
Saldana	Rogelio	AA	Liberal Arts	
Salgado	Itzef	AA	Liberal Arts	
Sanchez	Leticia	AA	Liberal Arts	
Santiago	Nancy	AA	Liberal Arts	
		AS	Chemisty	
Schwab	Harrison	AS	Fire Technology Public Fire Service	
Senethavong	Matoula	AA	Business Administration	
Silva	Pablo	AA	Philosophy	
		AA	Liberal Arts	
Sisomseunh	Anousone	AA	Liberal Arts	
Skaggs	Timothy	AA	Liberal Arts	
Softa	Michael	AA	Liberal Arts	

Ta	Nguyen	AA	Liberal Arts	
Timms	Laurette	AA	Paralegal	
Torres	Lorena	AA	Liberal Arts	
Tran	Hoang	AS	Engineering Drafting and Design	
Tran	Tien	AA	Liberal Arts	
Trinh	Linh	AA	Business Administration	
Truhill	Justin	AS	Fire Technology Public Fire Service	
Trujillo	Jose	AA	International Business	
Truong	Dat	AA	Liberal Arts University Transfer Studies	Honors
		AS	Chemistry	Honors
		AS	Science	Honors
Ubaldo	Angela	AS	Nursing - Regsitered Nursing	
Urquidez	Rosa	AA	Liberal Arts	
Valenzuela	Vanessa	AA	Liberal Arts	
Vandenberg	Bastiaan	AS	Fire Technology Public Fire Service	
Vasquez	Joseph	AA	Liberal Arts	
Vazquez Pardo	Norma	AA	International Business	
Vizcarra	Malysa	AA	Liberal Arts	
Weicks	Nehemiah	AS	Fire Technology Public Fire Service	
Williams	Tara	AA	Liberal Arts	
Winters	Bryce	AS	Welding Technology	
Wright	Quaneisha	AA	Library Technology	
Yamaguchi	Hideki	AA	Marketing	
Yoo	Richard	AA	Business Administration	
Zamudio	Carmen	AA	Liberal Arts	
		AA	Business Administration	
Zapata Millan	Diana	AA	Liberal Arts	
Zaragoza	Joceline	AA	Liberal Arts University Transfer Studies	
Zavala	Alma	AA	Liberal Arts	
Zepeda	Fanny	AA	Liberal Arts	

NAME**AWARD****MAJOR**

Abramovitz	Julieta	Certificate of Achievement	Human Development Prechool Child
Adams	Codi	Certificate of Achievement	Fire Technology Public Fire Service
Adan	Miguel	Certificate of Achievement	CSU
Aguilar	Brenda	Certificate of Achievement	CSU
Aguilar	Cristian	Certificate of Achievement	IGETC
Aguilar	Gerardo	Certificate of Achievement	CSU
Aldana	Lizbeth	Certificate of Achievement	CSU
Aleman	Nancy	Certificate of Achievement	IGETC
Aleman	Romel	Certificate of Achievement	Welding Technology
Alvarado	Brenda	Certificate of Achievement	CSU
Amigon	Wilfrido	Certificate	Pharmacy Technology Basic
Andrews	Danielle	Certificate of Achievement	IGETC
Anguiano	Pedro	Certificate of Achievement	IGETC
Arias	Laura	Certificate of Achievement	CSU
Arvizu	Rudy	Certificate of Achievement	CSU
Ayala	Teresa	Certificate	Management - Human Resource
Bailey	Dylan	Certificate of Achievement	Fire Technology Public Fire Service
Barcarse	Maria	Certificate	Pharmacy Technology Basic
Barnes	Lori	Certificate of Achievement	CSU
Baron	Conrado	Certificate of Achievement	CSU
Barragan	Jasmine	Certificate of Achievement	CSU
Barron	Ashley	Certificate of Achievement	CSU
Bauman	Connor	Certificate of Achievement	Fire Technology Public Fire Service
Bedwell	Joshua	Certificate of Achievement	Fire Technology Public Fire Service
Bellegia	Christopher	Certificate of Achievement	Paralegal
Belmarez	David	Certificate	CIS - Networking
		Certificate	CIS - PC Maintenance and Troubleshooting
Berendsen	Nicolas	Certificate of Achievement	CSU
Bernal	Luis	Certificate of Achievement	IGETC
		Certificate	Music Digital Music Production
Booth	Ryan	Certificate of Achievement	Fire Technology Public Fire Service
Bothwell	Heather	Certificate of Achievement	IGETC
Bothwell	Ryan	Certificate of Achievement	CSU
Breen	Patrick	Certificate of Achievement	Fire Technology Public Fire Service
Brinnon	Jeremiah	Certificate of Achievement	Fire Technology Public Fire Service

Bui	Mary	Certificate of Achievement	CSU
Bujarski	Bryan	Certificate of Achievement	Fire Technology Public Fire Service
Caballero	Brandon	Certificate of Achievement	Fire Technology Public Fire Service
Cabral	Ernesto	Certificate of Achievement	CSU
Cardenas	Evelin	Certificate of Achievement	Paralegal
Carluen	Hazel	Certificate of Achievement	CSU
Castellon	Alejandra	Certificate of Achievement	CSU
Castle	Angelique	Certificate of Achievement	CSU
Castro	Caroline	Certificate of Achievement	CSU
Castro	Daniel	Certificate of Achievement	CSU
Castro	Luis	Certificate of Achievement	CSU
Caya	Jason	Certificate of Achievement	Fire Technology Public Fire Service
Ceballos	Marisela	Certificate	Medical Assistant Administrative/Clinical
Ceja	Elson	Certificate of Achievement	CSU
Cervantes	Cynthia	Certificate of Achievement	IGETC
Chacon	Cynthia	Certificate of Achievement	CSU
Chavez	Marisol	Certificate of Achievement	International Business
		Certificate	Business Applications International Office
Chavez-Ramirez	Nancy	Certificate of Achievement	IGETC
		Certificate of Achievement	CSU
Cho	Jung	Certificate of Achievement	CSU
Chu	Khanh	Certificate of Achievement	CSU
Concepcion	Rosalio	Certificate	Pharmacy Technology Basic
Concialdi	Matthew	Certificate	Fire Technology Medical Services Officer
Costanzo	Brian	Certificate of Achievement	Fire Technology Public Fire Service
Cotrina	Maria	Certificate of Achievement	CSU
Covarrubias	Julissa	Certificate of Achievement	CSU
Cox	Tyrel	Certificate	Music Digital Music Production
Culver	Nicolas	Certificate of Achievement	CSU
Curtner	Zachary	Certificate of Achievement	Fire Technology Public Fire Service
Davila	Adrian	Certificate of Achievement	Engineering - Architectural/Civil Engineering/Construction
Dayfallah	Angelina	Certificate of Achievement	IGETC
De John	Zackary	Certificate of Achievement	Fire Technology Public Fire Service
De la Rosa	Paul	Certificate of Achievement	CSU
Diaz	Paul	Certificate of Achievement	Manufacturing - CNC Lathe Set Up and Operation
Do	Bichlien	Certificate of Achievement	Business Applications Digital Publishing
Duong	Penny	Certificate of Achievement	Paralegal

Duran	Julian	Certificate of Achievement	CSU
Dyer	Jason	Certificate of Achievement	CSU
Ebbert	Christopher	Certificate of Achievement	Fire Technology Public Fire Service
Emmons	Troy	Certificate of Achievement	CSU
Feduk	Anne	Certificate of Achievement	CSU
Feruglio	Marcelo	Certificate of Achievement	CSU
Fischer	Jesse	Certificate of Achievement	IGETC
Flores	Brenda	Certificate of Achievement	CSU
Franco	Judy	Certificate of Achievement	IGETC
		Certificate of Achievement	CSU
Fuentes	Tessa	Certificate of Achievement	CSU
Garcia	Alexis	Certificate of Achievement	CSU
Gardner	Sheri	Certificate	Television/Video Communications - Media Studies
Garibay	Karen	Certificate of Achievement	IGETC
Gonzalez	Christina	Certificate of Achievement	CSU
Grange	Chad	Certificate of Achievement	Fire Technology Public Fire Service
Guerrero	Julian	Certificate	Business Applications Spanish/English Interpretation and
Guitron	Carmen	Certificate	Criminal Justice Corrections Officer
Guzman	Julian	Certificate of Achievement	CSU
Hancock	Christopher	Certificate of Achievement	CSU
Hanson	James	Certificate of Achievement	Fire Administration
		Certificate of Achievement	Fire Technology Chief Officer
		Certificate of Achievement	CSU
Hernandez	Andrea	Certificate of Achievement	CSU
Hernandez	Arturo	Certificate of Achievement	CSU
Hernandez	Felix	Certificate of Achievement	Engineering - Civil Technology
Hernandez	Griselda	Certificate of Achievement	CSU
Hernandez	Liliana	Certificate of Achievement	IGETC
Hernandez	Llida	Certificate of Achievement	CSU
Hernandez	Pablo	Certificate of Achievement	Art - 3D Animation Art Emphasis
Hernandez	Ricardo	Certificate of Achievement	IGETC
Hibbard	Joshua	Certificate of Achievement	Fire Technology Public Fire Service
Hoang	My	Certificate of Achievement	CSU
Hom	Daniel	Certificate	Manufacturing - Solidworks 3D Modeling
Hoyt	Matthew	Certificate of Achievement	Fire Technology Public Fire Service
Huynh	Thao	Certificate of Achievement	CSU
Islas	Edwin	Certificate of Achievement	IGETC
Jaime	Alberto	Certificate of Achievement	CSU

Jaime Johnson	Travis Edward	Certificate of Achievement	CSU
Jones	Derek	Certificate of Achievement	Fire Technology Public Fire Service
Kelley	Sean	Certificate of Achievement	CSU
Kennard	Brett	Certificate of Achievement	Fire Technology Public Fire Service
Koch	Colin	Certificate of Achievement	CSU
Kovacs	Anh	Certificate of Achievement	CSU
Kroboth	Justin	Certificate of Achievement	CSU
Kuskie	Courtney	Certificate of Achievement	CSU
Lam	Dustin	Certificate of Achievement	CSU
Lara	Gary	Certificate of Achievement	CSU
Lawrence	Diana	Certificate	Pharmacy Technology Basic
Le	Anthony	Certificate of Achievement	IGETC
Lezama	Gustavo	Certificate of Achievement	CSU
Lindsay	Corey	Certificate of Achievement	Fire Technology Public Fire Service
Lopez	Gabriel	Certificate of Achievement	IGETC
Lopez	Julio	Certificate of Achievement	CSU
Lopez	Myrna	Certificate of Achievement	CSU
Loya	April	Certificate of Achievement	CSU
Lu	Truc	Certificate of Achievement	CSU
Ludloff	David	Certificate of Achievement	Fire Technology Public Fire Service
MacBeth	Ryan	Certificate of Achievement	Fire Technology Public Fire Service
Magana Sandoval	Fabian	Certificate of Achievement	CSU
Marcelo	Carlo	Certificate of Achievement	CSU
Marcos	Enith	Certificate of Achievement	CSU
Marquez	Ana	Certificate of Achievement	CSU
Marsey	Tanner	Certificate of Achievement	Fire Technology Public Fire Service
Martinez	Stephanie	Certificate of Achievement	CSU
Mata	Lucia	Certificate of Achievement	IGETC
Medina	David	Certificate of Achievement	CSU
Mera	Charles	Certificate of Achievement	CSU
Miller	Christopher	Certificate of Achievement	CSU
Mitchell	Laurice	Certificate of Achievement	Paralegal
Montes	Brian	Certificate of Achievement	CSU
Mootz	Corneliu	Certificate	Music Digital Music Production
Mora	Rubi	Certificate of Achievement	CSU
Morales	Hector	Certificate of Achievement	CSU

Morales	Oscar	Certificate of Achievement	CSU
Morales	Paulette	Certificate of Achievement	IGETC
Moran	Luis	Certificate of Achievement	CSU
Morettini	Gabriel	Certificate of Achievement	Fire Technology Public Fire Service
Munoz	Alma	Certificate of Achievement	CSU
Narvaez	Laura	Certificate of Achievement	IGETC
Natelborg	Matthew	Certificate of Achievement	Fire Technology Public Fire Service
Nava	Carlos	Certificate of Achievement	CSU
Nguyen	Anh	Certificate of Achievement	CSU
Nguyen	Chau	Certificate of Achievement	Engineering - Architectural/Civil Engineering/Construction
Nguyen	Huy	Certificate	Music Digital Music Production
Nguyen	Khoa	Certificate of Achievement	CSU
Nguyen	Kieu-Hanh	Certificate of Achievement	CSU
Nguyen	Loi	Certificate of Achievement	CSU
Nguyen	Terry	Certificate of Achievement	Pharmacy Technology Advanced
Nguyen	Thomas	Certificate of Achievement	Pharmacy Technology Advanced
Orozco	Jennyfer	Certificate of Achievement	CSU
Orozco	Rocio	Certificate of Achievement	CSU
Ortiz	Janet	Certificate of Achievement	Fire Administration
		Certificate of Achievement	Fire Technology Chief Officer
Ortuno	Tony	Certificate of Achievement	IGETC
Pacheco	Dayan	Certificate of Achievement	CSU
Padilla	George	Certificate of Achievement	CSU
Page	Brian	Certificate of Achievement	Fire Technology Public Fire Service
Palacios	Mayra	Certificate of Achievement	CSU
Pantoja Ledesma	Maria	Certificate of Achievement	CSU
Parpai	Anne	Certificate of Achievement	CSU
Partida	Edgar	Certificate of Achievement	CSU
Patel	Almas	Certificate of Achievement	CSU
Patterson	Jorja	Certificate of Achievement	IGETC
Pavlisin	Derrick	Certificate of Achievement	Fire Technology Public Fire Service
Pena	Jennifer	Certificate of Achievement	Paralegal
Perez	Cristal	Certificate of Achievement	CSU
Perez	Elvia	Certificate of Achievement	Human Development Prechool Child
Perez	Luis	Certificate of Achievement	Fire Technology Public Fire Service
Pham	Tri	Certificate of Achievement	Art - 3D Animation Art Emphasis
Phung	Anh	Certificate	Pharmacy Technology Basic

Polhill	Jason	Certificate of Achievement	Fire Technology Public Fire Service
Prentice	Michael	Certificate of Achievement	Fire Technology Public Fire Service
Quinonez	Dahlia	Certificate of Achievement	Accounting
Quiroz	Damian	Certificate	Marketing - Professional Selling
Ramirez	Aurora	Certificate of Achievement	IGETC
Ramirez	Henry	Certificate of Achievement	Fire Technology Public Fire Service
Ramirez	Luis	Certificate of Achievement	CSU
Ramstack	Kelly	Certificate of Achievement	IGETC
Randolph	Matthew	Certificate of Achievement	CSU
Reyes	Griselda	Certificate of Achievement	Human Development Infant/Toddler
Rodriguez	Rafael	Certificate of Achievement	CSU
Rodriguez	Rodrigo	Certificate of Achievement	Television/Video Communications - Broadcast Journalism
		Certificate of Achievement	Television/Video Communications - Television Production
Rosenson	Jeffrey	Certificate of Achievement	Fire Technology Public Fire Service
Rowe	Cheryl	Certificate of Achievement	CSU
Royalty	Christopher	Certificate of Achievement	Accounting
Saldana	Cesar	Certificate of Achievement	CSU
Saldana	Jonathan	Certificate of Achievement	CSU
Saldivar	Griselda	Certificate	Medical Assistant Administrative/Clinical
Sanchez	Leticia	Certificate of Achievement	CSU
Santiago	Nancy	Certificate of Achievement	IGETC
Sanyal	Nibedita	Certificate	Medical Assistant Administrative/Clinical
Schwab	Harrison	Certificate of Achievement	Fire Technology Public Fire Service
Silva	Pablo	Certificate of Achievement	IGETC
Skaggs	Timothy	Certificate of Achievement	CSU
Softa	Michael	Certificate of Achievement	CSU
Sugauchi	Kazuki	Certificate	Pharmacy Technology Basic
Ta	Nguyen	Certificate of Achievement	CSU
Tanner	Steven	Certificate of Achievement	Fire Technology Public Fire Service
Timms	Laurette	Certificate of Achievement	Paralegal
Torrico Nogales	Juan	Certificate	Music Digital Music Production
Tran	Anh	Certificate	Engineering - Parametric 3D Solid Modeling CAD
Tran	Anthony	Certificate of Achievement	Fire Technology Public Fire Service
Tran	Tien	Certificate of Achievement	CSU
Trujillo	Jose	Certificate of Achievement	International Business
Truong	Dat	Certificate of Achievement	IGETC
Tu	Nhan	Certificate of Achievement	Manufacturing - CNC Lathe Set Up and Operation

Twogood	Trevor	Certificate of Achievement	Manufacturing - Programmer Mastercam
Valenzuela	Vanessa	Certificate of Achievement	Fire Technology Public Fire Service
Vazquez Pardo	Norma	Certificate of Achievement	CSU
Vega	Pedro	Certificate of Achievement	International Business
Vega	Raymundo	Certificate of Achievement	Art - 3D Animation Art Emphasis
Vizcarra	Malysa	Certificate of Achievement	Manufacturing - Programmer Mastercam
Weicks	Nehemiah	Certificate of Achievement	CSU
Williams	Tara	Certificate of Achievement	Fire Technology Public Fire Service
Yanez	Leticia	Certificate of Achievement	CSU
Zapata Millan	Diana	Certificate of Achievement	Human Development Infant/Toddler
Zaragoza	Joceline	Certificate of Achievement	CSU
Zavala	Alma	Certificate of Achievement	IGETC
Zelek	Dominic	Certificate	CSU
Zepeda	Fanny	Certificate of Achievement	Music Digital Music Production
			CSU

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College – Student Services

To: Board of Trustees	Date: November 15, 2010
Re: Ratification of Santiago Canyon College Summer 2010 Graduates and Degrees	
Action: Request for Approval	

BACKGROUND

Attached is a list of students who successfully completed coursework at Santiago Canyon College leading to an associate degree, certificate of achievement, and/or certificate for summer 2010. Also attached are the statistical tables showing degrees, certificates of achievement, and certificates awarded by major.

ANALYSIS

Santiago Canyon College awarded 126 associate degrees in summer 2010, as compared to 88 in summer 2009, an increase of 43%. The most significant increase was seen in the area of Liberal Arts; combining all emphases there was an increase of 21 degrees, an increase of 28%. Business Administration also achieved a significant increase with 8 degrees over last year. The increase in degrees awarded can be attributed to the complexity of transferring to a four year university, which keeps the student at the community college longer, and to better communication concerning the petition to graduate process. Decreases occurred in Business Management, Chemistry, Computer Information Systems, Mathematics and Survey/Mapping Sciences Land Surveying.

Santiago Canyon College awarded 166 Certificate of Achievements in summer 2010 as compared to 145 in summer 2009, an increase of 15%. The reason for the increase is directly correlated to the Certificates of Achievement for CSU and IGETC General Education Breadth. An increase of 38 Certificates of Achievement was generated between the two. The summer 2009 was the first semester the Certificate of Achievement for CSU and IGETC General Education Breadth were offered. As more students petition to graduate using the CSU and/or IGETC pattern to fulfill an associate degree, the more Certificate of Achievements will be awarded. A substantial decrease was seen in Apprenticeship Surveying – Chainman with 0 Certificate of Achievements awarded compared to 30 in summer 2009. This is due to the cycle of classes offered and when students are able to finish all required courses to complete the program. Decreases were also seen in Apprenticeship Electricity: Industrial and Survey/Mapping Sciences: Land Surveying.

Santiago Canyon College awarded 18 Certificates in summer 2010 as compared to 14 in summer 2009. An increase was seen in General Accounting, Cosmetician, Manicuring, and Management: Human Resources. Decreases were seen in Computer Information Systems, Public Works: Supervisor, Survey/Mapping Sciences: Land Surveying Technician, and TV/Video Communications: Media Studies.

RECOMMENDATION

It is recommended that the Board of Trustees ratify the recipients of the associate degrees, certificate of achievements, and certificates for the summer 2010 as presented.

Fiscal Impact: None	November 15, 2010
Prepared by: John C. Hernandez, Ph.D, Vice President of Student Services	
Submitted by: Juan Vázquez, President	
Recommended by: Dr. Raúl Rodríguez, Chancellor	



Santiago Canyon College

SUMMER 2010

**Student Names
Associate Degrees**

Santiago Canyon College
Graduate File Listing

<u>Degree</u>	<u>Program</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>	<u>President's Scholar</u>
AA	Liberal Arts: University Transfer Studies	Adams	Lauren			
AA	Liberal Arts	Aryan	Garrett			
AA	Liberal Arts: Arts, Humanities and Communication	Averette	Scott			
AA	Liberal Arts	Benton	Brittany	With Honors		
AA	Liberal Arts: Mathematics and Sciences	Binder	Justine			
AA	Liberal Arts	Boldenow	Sara			
AA	Liberal Arts: Mathematics and Sciences	Bragg	Daniel	With High Honors		
AS	Gemology	Brines	Carl			
AA	Liberal Arts: Mathematics and Sciences	Cantillo	Josh			
AA	Liberal Arts	Cartwright	Benjamin			
AA	Liberal Arts: Arts, Humanities and Communication	Cech	Bethany			
AA	Liberal Arts: University Transfer Studies	Chang	Chi			
AA	Philosophy	Chow	Timothy			
AA	Liberal Arts: University Transfer Studies	Chu	Jui			
AA	Liberal Arts	Coury Hanna	Hanna Botros	With Honors		
AA	Liberal Arts: Arts, Humanities and Communication	Covington	Connor			
AA	Liberal Arts: Social and Behavioral Sciences	Cross	Rebecca			
AA	Liberal Arts	Cruz	Montserrat			
AA	Liberal Arts: Arts, Humanities and Communication	Cuevas	Eleni			
AA	Liberal Arts: Arts, Humanities and Communication	De Guzman	Brent			
AA	Liberal Arts: Arts, Humanities and Communication	Debois	Jennifer			
AA	Liberal Arts: Arts, Humanities and Communication	Dedick	Andrew			
AA	Liberal Arts: Arts, Humanities and Communication	Dipalma	Dane			
AA	Liberal Arts: University Transfer Studies	Downard	Annika			
AA	Liberal Arts: Arts, Humanities and Communication	Dresel	Kevin			
AA	English	Dunham	Marissa			
AA	Political Science	Enriques	Chris			
AS	Public Works Management	Esparza	Gerardo			
AA	Liberal Arts	Fait	David			
AA	Liberal Arts: University Transfer Studies	Flegal	Melissa	With Honors		
AA	Liberal Arts: University Transfer Studies	Flores	David			
AA	Liberal Arts: Arts, Humanities and Communication	Fortezzo	Rebecca			
AA	Liberal Arts: University Transfer Studies	Garcia	Aaron			
AA	Liberal Arts	Gatlin	Jevon			
AA	Liberal Arts: Arts, Humanities and Communication	Gehring	Tyler			
AA	Liberal Arts: Social and Behavioral Sciences	Gilmaker-Isawa	Alexander	With Honors		
AA	Liberal Arts: Arts, Humanities and Communication	Gomer	Jessyca			
AA	Psychology	Guadarrama	Maria			
AA	Liberal Arts: Arts, Humanities and Communication	Hadley	Marissa			
AA	Liberal Arts: University Transfer Studies	Hagenlock	Sasha			

AA = Associate of Arts

AS = Associate of Science

Santiago Canyon College
Graduate File Listing

<u>Degree</u>	<u>Program</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>	<u>President's Scholar</u>
AA	Liberal Arts: Mathematics and Sciences	Hainey	Tyler			
AA	Mathematics	Hainey	Tyler			
AS	Science	Hainey	Tyler			
AA	Liberal Arts: Arts, Humanities and Communication	Hamidi	Nadia			
AA	Psychology	Hamidi	Nadia			
AA	Liberal Arts: Social and Behavioral Sciences	Hastings	Casey			
AS	Gemology	Haupt	Margit			
AA	General Management	Hernandez	Giovanni			
AA	Liberal Arts: Arts, Humanities and Communication	Hesketh	Patrick			
AA	Business Administration	Hillyard	Christopher			
AA	Liberal Arts: University Transfer Studies	Hillyard	Christopher			
AA	Liberal Arts: University Transfer Studies	Hughes	Kyle			
AA	Political Science	Huynh	Julian	With Honors	Departmental Honors	
AA	Liberal Arts: Arts, Humanities and Communication	Hyde	Adam	With High Honors		
AA	Liberal Arts: Arts, Humanities and Communication	Imboden	West			
AA	Liberal Arts: Arts, Humanities and Communication	Jen	Kevin			
AA	Business Administration	Jimenez	Lisa			
AA	Liberal Arts	Johnson	Grace			
AA	Liberal Arts: Social and Behavioral Sciences	Jones	Janine			
AA	Business Administration	Jones	Justin			
AA	Liberal Arts: University Transfer Studies	Joo	Melody			
AA	Liberal Arts: University Transfer Studies	Kahlon	Jerry			
AA	Liberal Arts: Social and Behavioral Sciences	Karol	Sean	With Honors		
AA	Liberal Arts: Arts, Humanities and Communication	Kayaleh	Joseph			
AA	Liberal Arts: Social and Behavioral Sciences	Kearney	Tina			
AA	Liberal Arts: Arts, Humanities and Communication	Kelley	Sean	With Honors		
AA	Business Administration	Kerdiles	Mailys	With Honors	Departmental Honors	
AA	Liberal Arts: University Transfer Studies	Khalil	Kareem			
AA	Liberal Arts: Arts, Humanities and Communication	Khanna	Arav	With High Honors		
AA	Liberal Arts: Arts, Humanities and Communication	Kim	Gene			
AA	Liberal Arts: Arts, Humanities and Communication	Kintz	Karen			
AS	Biological Science	Kisich	George			
AA	Liberal Arts: University Transfer Studies	Klucsar	Brittany			
AA	Liberal Arts: Arts, Humanities and Communication	Long	Andrew			
AA	Liberal Arts	Luke	Adam			
AA	Business Administration	MacApinlac	Renelyn			
AA	Liberal Arts	Madjd	Natasha			
AA	Liberal Arts: Social and Behavioral Sciences	Mansfield	Tara			
AA	Sociology	Mansfield	Tara			
AA	Liberal Arts: Arts, Humanities and Communication	McCarty	Courtney			

AA = Associate of Arts
AS = Associate of Science

Santiago Canyon College
Graduate File Listing

<u>Degree</u>	<u>Program</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>	<u>President's Scholar</u>
AA	Liberal Arts: University Transfer Studies	McIntyre	William			
AA	Liberal Arts: Arts, Humanities and Communication	Methven	Cara			
AA	Business Administration	Meyers	Nick			
AA	Liberal Arts: University Transfer Studies	Meyers	Nick			
AA	Liberal Arts: Social and Behavioral Sciences	Mitsuda	Izumi	With Honors		
AA	Liberal Arts: Arts, Humanities and Communication	Montgomery	Jeffrey			
AA	Liberal Arts: Arts, Humanities and Communication	Nakagawa	Garrett			
AA	Liberal Arts: Arts, Humanities and Communication	Newkerk	Jonathan			
AA	Liberal Arts: Mathematics and Sciences	Nguyen	Kevin			
AA	Liberal Arts: Arts, Humanities and Communication	Nicholson	Diane			
AA	Liberal Arts: Mathematics and Sciences	Obligacion	Radley			
AA	Liberal Arts: University Transfer Studies	Ocasio	Ryann			
AA	Business Administration	Ong	Anthony			
AA	Liberal Arts: University Transfer Studies	Paolucci	Walter			
AA	Liberal Arts: University Transfer Studies	Parga	Arica			
AA	Liberal Arts: Arts, Humanities and Communication	Perez	Marcus			
AA	Liberal Arts: Social and Behavioral Sciences	Phillips	Margaret	With Honors		President's Scholar
AA	Liberal Arts: Arts, Humanities and Communication	Pincus	Ben			
AA	Business Administration	Porterfield	Timothy			
AA	Economics	Porterfield	Timothy			
AA	Business Administration	Portugal	Sonia			
AA	Liberal Arts: Arts, Humanities and Communication	Rillera	Angela	With High Honors		President's Scholar
AA	Liberal Arts: University Transfer Studies	Rivera	Mathew			
AA	Liberal Arts: Arts, Humanities and Communication	Roggenbuck	Stephanie			
AA	Liberal Arts: Arts, Humanities and Communication	Salce	Jose			
AA	Liberal Arts: Arts, Humanities and Communication	Sanchez	Luis			
AA	Liberal Arts	Sawyer	Elizabeth			
AA	Liberal Arts: Arts, Humanities and Communication	Schmidt	Kristin			
AA	Liberal Arts: Mathematics and Sciences	Seakins	Adam	With Honors		
AA	Liberal Arts: Arts, Humanities and Communication	Sherry	Jordan	With High Honors		President's Scholar
AA	Liberal Arts: Arts, Humanities and Communication	Sifre	Derek			
AS	Public Works: Management	Soo Hoo	Justin			
AA	Business Administration	Sorrell	Contessa			
AS	Water Utility Science: Water Treatment	Steinhart	Chris			
AA	Liberal Arts: Arts, Humanities and Communication	Strachan	Ian			
AA	Liberal Arts: Arts, Humanities and Communication	Sullivan	Lisa			
AA	Liberal Arts: Arts, Humanities and Communication	Sylican	Amanda			
AA	Political Science	Tardaguila	Eileen			
AA	Liberal Arts	Walters	Matthew			
AA	Liberal Arts: Arts, Humanities and Communication	Wang	Charlie	With High Honors		

AA = Associate of Arts
AS = Associate of Science

Summer 2010

Santiago Canyon College
Graduate File Listing

November 15, 2010

<u>Degree</u>	<u>Program</u>	<u>Last</u>	<u>First</u>	<u>Honors</u>	<u>Departmental Honors</u>	<u>President's Scholar</u>
AA	Liberal Arts: University Transfer Studies	Williams	Darren			
AA	Liberal Arts	Willis	Nicole			
AA	Liberal Arts: University Transfer Studies	Yoshinaga	Michael			
AA	Business Administration	Ziai	Sean			
AA	Liberal Arts	Ziai	Sean			
AA	Liberal Arts: Mathematics and Sciences	Zinzun	Jose			

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AA = Associate of Arts
AS = Associate of Science



Santiago Canyon College

SUMMER 2010

**Student Names
Certificates of Achievement
and
Certificates**

Santiago Canyon College
Graduate File Listing

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	CSU General Education Breadth	Abuwardeh	Hanaa
CA	CSU General Education Breadth	Adams	Lauren
CERT	Cosmetology: Cosmetician	Angelopoulos	Panagiota
CA	Apprenticeship Electricity: Industrial	Arrua	Rodrigo
CA	CSU General Education Breadth	Aryan	Garrett
CA	Apprenticeship Electricity: Power Lineman	Bain	Myco
CA	IGETC General Education Breadth	Barb Mingo	Eryn
CA	Apprenticeship Electricity: Industrial	Bartos	Rick
CA	CSU General Education Breadth	Benton	Brittany
CA	Cosmetology	Bergman	Aaron
CERT	TV/Video Communications: Media Studies	Bernal	Luis
CA	CSU General Education Breadth	Binder	Justine
CA	Apprenticeship Surveying: Chief of Party	Bittner	James
CA	Apprenticeship Electricity: Industrial	Bradley	Chad
CA	IGETC General Education Breadth	Bragg	Daniel
CA	Apprenticeship Electricity: Power Lineman	Bravo	Antonio
CA	Apprenticeship Surveying: Chief of Party	Buren	Zachery
CA	Cosmetology	Caballero	Mademoiselle
CA	Cosmetology	Caceres	Liliana
CA	IGETC General Education Breadth	Callina	Justin
CERT	Cosmetology: Cosmetician	Campos	Gloria
CA	IGETC General Education Breadth	Cantillo	Josh
CA	CSU General Education Breadth	Cartwright	Benjamin
CA	CSU General Education Breadth	Chang	Chi
CA	CSU General Education Breadth	Chow	Timothy
CA	CSU General Education Breadth	Chu	Jui
CERT	Cosmetology: Cosmetician	Cindea	Aurelia
CA	Apprenticeship Electricity: Power Lineman	Clause	Jason
CA	Public Works: Construction Inspection	Core	Jason
CA	CSU General Education Breadth	Covington	Connor
CA	CSU General Education Breadth	Cross	Rebecca
CA	CSU General Education Breadth	Cuevas	Eleni
CA	Apprenticeship Electricity: Industrial	Darak	Shawn
CA	CSU General Education Breadth	De Guzman	Brent
CA	CSU General Education Breadth	Debois	Jennifer
CA	CSU General Education Breadth	Dipalma	Dane
CA	Cosmetology	Dougherty	Rose
CA	CSU General Education Breadth	Downard	Annika
CA	IGETC General Education Breadth	Dresel	Kevin
CA	CSU General Education Breadth	Dunham	Marissa

4.2 (8)

CA = Certificate of Achievement
CERT = Certificate

Santiago Canyon College
Graduate File Listing

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	Apprenticeship Electricity: Power Lineman	Elmore	Aaron
CA	IGETC General Education Breadth	Elsy	Tara
CA	IGETC General Education Breadth	Enriques	Chris
CA	CSU General Education Breadth	Fait	David
CA	Apprenticeship Electricity: Industrial	Ferguson	Mark
CA	CSU General Education Breadth	Flegal	Melissa
CA	IGETC General Education Breadth	Flores	David
CA	CSU General Education Breadth	Garcia	Aaron
CA	CSU General Education Breadth	Gehring	Tyler
CA	Apprenticeship Electricity: Power Lineman	Geissler	Travis
CA	IGETC General Education Breadth	Gilmaker-Isawa	Alexander
CA	CSU General Education Breadth	Gomer	Jessyca
CERT	Cosmetology: Manicuring	Gonzalez	Cristina
CA	IGETC General Education Breadth	Guadarrama	Maria
CA	CSU General Education Breadth	Guido	Daniel
CA	Water Utility Science: Water Treatment	Gutierrez	Henry
CA	CSU General Education Breadth	Hadley	Marissa
CA	IGETC General Education Breadth	Hagenlock	Sasha
CA	CSU General Education Breadth	Hainey	Tyler
CA	Cosmetology	Haller	Shelby
CA	CSU General Education Breadth	Hamidi	Nadia
CA	Cosmetology	Haro	Marcos
CA	CSU General Education Breadth	Hastings	Casey
CA	Apprenticeship Electricity: Industrial	Heathington	Travis
CA	CSU General Education Breadth	Hernandez	Allison
CA	CSU General Education Breadth	Hernandez	Giovanni
CA	Apprenticeship Electricity: Industrial	Hernandez	Victor
CA	CSU General Education Breadth	Hesketh	Patrick
CA	IGETC General Education Breadth	Hill	Kenneth
CA	CSU General Education Breadth	Hillyard	Christopher
CA	Apprenticeship Electricity: Power Lineman	Holmes	Robert
CA	CSU General Education Breadth	Hughes	Kyle
CA	Cosmetology	Humbach	Jillian
CERT	Cosmetology: Cosmetician	Hunt	Mary
CA	IGETC General Education Breadth	Huynh	Julian
CA	CSU General Education Breadth	Hyde	Adam
CA	CSU General Education Breadth	Imboden	West
CA	CSU General Education Breadth	Jaime	Jaqueline
CA	CSU General Education Breadth	Jen	Kevin
CA	Cosmetology	John	Erin

CA = Certificate of Achievement
CERT = Certificate

Santiago Canyon College
Graduate File Listing

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	CSU General Education Breadth	Johnson	Grace
CA	CSU General Education Breadth	Jones	Janine
CA	CSU General Education Breadth	Jones	Justin
CERT	TV/Video Communications: Media Studies	Jones	Ryan
CA	IGETC General Education Breadth	Joo	Melody
CA	Apprenticeship Surveying: Chief of Party	Jorgenson	Mike
CA	CSU General Education Breadth	Kahlon	Jerry
CA	CSU General Education Breadth	Karol	Sean
CA	Apprenticeship Surveying: Chief of Party	Katsuda	David
CA	Apprenticeship Surveying: Chief of Party	Katsuda	Michael
CA	IGETC General Education Breadth	Kayaleh	Joseph
CA	IGETC General Education Breadth	Kelley	Sean
CA	CSU General Education Breadth	Kerdiles	Mailys
CA	CSU General Education Breadth	Khalil	Kareem
CA	CSU General Education Breadth	Khanna	Arav
CA	Apprenticeship Electricity: Industrial	Kim	Andrew
CA	CSU General Education Breadth	Kim	Gene
CA	CSU General Education Breadth	Kintz	Karen
CA	IGETC General Education Breadth	Kisich	George
CA	CSU General Education Breadth	Klucsar	Brittany
CA	Public Works: Construction Inspection	Koch	David
CA	Apprenticeship Surveying: Chief of Party	La Roque	Christopher
CA	IGETC General Education Breadth	Long	Andrew
CA	CSU General Education Breadth	Luke	Adam
CA	CSU General Education Breadth	Madjd	Natasha
CA	IGETC General Education Breadth	McCarty	Courtney
CA	CSU General Education Breadth	McIntyre	William
CA	CSU General Education Breadth	Methven	Cara
CA	CSU General Education Breadth	Meyers	Nick
CA	IGETC General Education Breadth	Mitsuda	Izumi
CA	IGETC General Education Breadth	Montgomery	Jeffrey
CA	Apprenticeship Surveying: Chief of Party	Morales	Rafael
CA	CSU General Education Breadth	Newkerk	Jonathan
CA	CSU General Education Breadth	Nguyen	Kevin
CA	Cosmetology	Nguyen	Trang
CA	IGETC General Education Breadth	Nicholson	Diane
CERT	Cosmetology: Cosmetician	Norwood	Jenna
CA	IGETC General Education Breadth	Obligacion	Radley
CA	CSU General Education Breadth	Ocasio	Ryann
CA	Cosmetology	Ogata	Christa

CA = Certificate of Achievement
CERT = Certificate

Santiago Canyon College
Graduate File Listing

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	CSU General Education Breadth	Ong	Anthony
CERT	Cosmetology: Cosmetician	Padin	Julie
CA	Cosmetology	Palomeque	Estefany
CA	IGETC General Education Breadth	Paolucci	Walter
CERT	Cosmetology: Cosmetician	Pardee	Nicole
CA	CSU General Education Breadth	Parga	Arica
CA	CSU General Education Breadth	Patrick	Alan
CERT	Management: Human Resources	Perez	Kristal
CA	IGETC General Education Breadth	Perez	Marcus
CA	IGETC General Education Breadth	Phillips	Margaret
CA	CSU General Education Breadth	Pincus	Ben
CA	CSU General Education Breadth	Porterfield	Timothy
CA	IGETC General Education Breadth	Prather	Courtney
CA	Apprenticeship Electricity: Industrial	Ramirez	German
CERT	Cosmetology: Cosmetician	Raofi	Shana
CA	Business Management: Entrepreneurship	Ravetto	Vanessa
CA	Apprenticeship Electricity: Power Lineman	Reed	Kenneth
CERT	Cosmetology: Cosmetician	Resendiz	Brittney
CA	Cosmetology	Reyes	Mariana
CA	IGETC General Education Breadth	Rillera	Angela
CA	IGETC General Education Breadth	Rivera	Mathew
CA	Cosmetology	Rivera Lopez	Yesenia
CA	Apprenticeship Surveying: Chief of Party	Roberts	Jeffrey
CA	Water Utility Science: Water Distribution	Robertson	Karen
CERT	General Accounting	Rodgers	Kevin
CA	Apprenticeship Electricity: Power Lineman	Rollins	Jason
CA	Apprenticeship Electricity: Industrial	Rose	Christian
CA	Apprenticeship Electricity: Power Lineman	Rosenthal	Dan
CA	CSU General Education Breadth	Salce	Jose
CA	CSU General Education Breadth	Sanchez	Luis
CERT	Cosmetology: Cosmetician	Sandoval	Christina
CA	Apprenticeship Electricity: Power Lineman	Sandoval	Cody
CA	CSU General Education Breadth	Sawyer	Elizabeth
CA	CSU General Education Breadth	Schmidt	Kristin
CA	IGETC General Education Breadth	Scott	Jessica
CA	Gemology	Shaw	Wendy
CA	IGETC General Education Breadth	Sherry	Jordan
CA	CSU General Education Breadth	Shihadeh	Christophe
CA	Apprenticeship Electricity: Power Lineman	Sias	Stephen
CA	CSU General Education Breadth	Sifre	Derek

CA = Certificate of Achievement
CERT = Certificate

Santiago Canyon College
Graduate File Listing

<u>Degree</u>	<u>Major</u>	<u>Last</u>	<u>First</u>
CA	Water Utility Science: Wastewater/Environmental Sanitation	Solis	Henry
CA	Public Works: Construction Inspection	Soo Hoo	Justin
CA	Public Works: Management	Soo Hoo	Justin
CERT	Cosmetology: Cosmetician	Stevens	Theresa
CA	CSU General Education Breadth	Strachan	Ian
CA	CSU General Education Breadth	Sullivan	Lisa
CA	CSU General Education Breadth	Sylican	Amanda
CA	CSU General Education Breadth	Tardaguila	Eileen
CERT	Cosmetology: Cosmetician	Tran	Hanh
CA	Apprenticeship Electricity: Power Lineman	Trevino	Gabriel
CERT	Cosmetology: Cosmetician	Trovinger	Megan
CA	Cosmetology	Velasquez	Olga
CA	Apprenticeship Electricity: Power Lineman	Virzi	Charles
CA	IGETC General Education Breadth	Wales	Nathan
CA	CSU General Education Breadth	Walters	Matthew
CA	IGETC General Education Breadth	Wang	Charlie
CA	Apprenticeship Electricity: Industrial	Wieding	Wade
CA	CSU General Education Breadth	Williams	Darren
CA	CSU General Education Breadth	Willis	Nicole
CA	IGETC General Education Breadth	Wu	Vanessa
CA	CSU General Education Breadth	Yoshinaga	Michael
CA	CSU General Education Breadth	Ziai	Sean
CA	IGETC General Education Breadth	Zinzun	Jose
CA	Apprenticeship Electricity: Power Lineman	Zurcher	Chris

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Community Services Program**

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Santa Ana College Community Services Program for Spring 2011	
Action:	Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or those designed for a specific audience or need. They are noncredit, usually shorter in duration than credit classes, and do not require lengthy preparation or rigorous testing. From the creative arts and financial management to computer software and special tours, these programs are offered to the general public for educational, cultural, social and recreational purposes for a fee. Its inherent flexibility allows the addition or replacement of classes that have the most cost-effective impact on our program and the community.

ANALYSIS

The proposed Spring 2011 schedule offers 203 academic enrichment, personal and professional development courses, and recreational activities for adults and children in the Santa Ana College service area. This is a 45% increase in the number of classes offered from spring 2010. This expansion is due to new courses in the area of older adults and additional online career training workshops. The comprehensive menu of classes proposed seeks to meet the demographic and diverse needs of the community while generating revenue to ensure the continued expansion of the Community Services Program at Santa Ana College. New revenue generating strategies include an increase in fees for participants in court-mandated classes, early promotion of our “Summer for Kids” program, and an expansion of our marketing to specific communities which might be interested in the new menu of older adult classes, specifically in Irvine, Garden Grove, and South Santa Ana. The Spring 2011 Community Services brochure will highlight the nearly 50 College for Kids classes and recreational activities for summer with the intent of encouraging families to plan early for summer. In addition, Kidsguide will feature the “SAC Summer for Kids” in their spring/summer issue. It is the intent that the new courses and the expanded outreach strategies will help generate additional revenue to continue to grow our SAC Community Services program.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Spring 2011.

Fiscal Impact:	\$35,000 (estimated net income after expenses)	Board Date: November 15, 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:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

COMMUNITY SERVICES – SPRING 2011 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Animal Care			
Puppy Kindergarten	Dog Services Unlimited	\$69	60/40
Basic Dog Manners	Dog Services Unlimited	\$72	60/40
Dog Obedience	Dog Services Unlimited	\$82	60/40
Around The Home			
Interior Design	Tahami Omari	\$59	60/40
Decorating with Feng Shui	Kathy Zimmerman	\$39	60/40
Electrical /Plumbing Repair	Phil Famolaro	\$59	60/40
Arts & Crafts			
Floral Design	Jenk Floral	\$28	70/30
Jewelry Design	Brigette Burns	\$29	60/40
Card Making	Brigette Burns	\$29	60/40
Soap Making	Quayum Abdul	\$29	60/40
Candle Making	Quayum Abdul	\$29	60/40
Watercolor	Krissann Shipley	\$79	60/40
Mosaic Designs	Charlene Blackford	\$89	60/40
Automotive			
BAR Update 2009	Douglas Wilkes	\$295	60/40
CDET Smoke Inspection Program	Tom Hogue	\$175	60/40
EPA Certification	Tom Hogue	\$215	60/40
Auto Wholesale Business	Ronald Williams	\$85	60/40
Basic Car Care	Doug Wilkes	\$49	60/40
Business & Careers			
Small Business Bookkeeping & Taxes	Phil Famolaro	\$89	60/40
Contracting License	Phil Famolaro	\$169	60/40
Small Business Management Bootcamp	Gene Konstant	\$189	60/40
Private Investigator	Jim Harriger	\$39	60/40
Become A Notary Public	Carrie Christensen	\$85	60/40
Become A Certified Loan Signing Agent	Carrie Christensen	\$89	60/40
Child Visitation Monitor	Carrie Christensen	\$199	60/40
Solar Energy Training	Quayum Abdul	\$129	60/40
Marketing Your Business Online	Kaja Donikowski	\$89	60/40
Behind the Sports Scenes	Nick Davidson	\$89	60/40
Effective Supervision Series	Greg Ledbetter	\$189	60/40
Grant Writing Fundamentals	John Drew	\$69	60/40
How To Sell on eBay	Francis Greenspan	\$79	60/40
Getting Published	LeeAnne Krusemark	\$29	60/40
Meet the Publisher	LeeAnne Krusemark	\$15	60/40
Home-Based Business	LeeAnne Krusemark	\$29	60/40
Typing/Word Processing	LeeAnne Krusemark	\$15	60/40
Identify Your New Career Options	Sue Montelone	\$39	60/40
How to Manage Rental Properties	Pat Larkin	\$39	60/40
Moneymaking Using Your Computer	Nancy Miller	\$39	60/40
Build Your Own Website	Michael Rounds	\$39	60/40
Next American Inventor	Nancy Miller	\$39	60/40
E-Publishing for iPad & Kindle	Mike Rounds	\$39	60/40
Become A Professional Organizer	Nancy Miller	\$39	60/40
Earn Extra Money- Become A Mystery Shopper	Elaine Moran	\$39	60/40
You're On The Air/VoiceOvers	Sheryl Powers	\$29	60/40
Medical Front Office Certificate	Kris Patterson	\$105	60/40
Become A Balloon Artist	Charles Prosper	\$59	60/40
How Start An In Home Family Care	Elisha Valentine	\$79	60/40
Become An Event Planner	Elisha Valentine	\$69	60/40 4.3 (2)

COMMUNITY SERVICES – SPRING 2011 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Human Resource Series I & II	Allison Pratt	\$189	60/40
New Human Resource Regulations for 2011	Allison Pratt	\$89	60/40
Sexual Harassment Avoidance Training	Allison Pratt	\$69	60/40
Become A New Citizen	Nicholas Quach	\$49	60/40
NASBITE/CGBP Prep	Madeline Grant	\$49	60/40
Massage Therapy Certification	Jeannette Cunniff	\$500	50/50
Medical Billing	Kris Patterson	\$189	60/40
How To Succeed In Cold Calling	Greg Marshall	\$69	60/40
Become A Certified Fingerprint/Live Scan Roller	Susan Vega	\$139	60/40
OSHA Training	Michael Rounds	\$250	60/40
College For Kids			
Reading Development	Readwrite Education	\$89	\$35/hour
Math Development	Readwrite Education	\$89	\$35/hour
Speed Reading & Vocabulary Building	Readwrite Education	\$69	\$35/hour
Study Skills & Test Taking	Readwrite Education	\$59	\$35/hour
Talk Your Way to Straight A's	Vandy Forrester	\$29	60/40
English Composition	Phyllis Neal	\$59	60/40
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Keyboarding for Kids	Nancy Haugen	\$79	\$35/hour
Computer for Kids	Nancy Haugen	\$79	\$35/hour
Social Networking	Nancy Haugen	\$79	\$35/hour
Animal Pastel	Krissann Shipley	\$79	60/40
Beginning Drawing	Miguel Bahena	\$49	60/40
Paint Your Heart Out	Colleen Blackford	\$49	60/40
Online Driver's Ed	Safety Driver's Education	\$55	60/40
Photoshop for Kids	Debra Crowley	\$79	\$35/hour
Digital Photography	Debra Crowley	\$79	\$35/hour
Horse Camp	Cheryl Skidmore	\$55	60/40
Musical Theater	Charna Lopez	\$89	\$30/hour
Singing For Youth	Stephanie Borhmer-Hanisen	\$69	\$30/hour
Hip Hop	Brooke Blackford	\$59	\$60/40
Aquatic Camp	Briana Blackford	\$39	60/40
Dance Dance Dance	Charna Lopez	\$59	\$30/hour
SAT Prep	Sheldon/Holly	\$115	\$35/hour
Tennis Camp	Robert Manuel	\$69	60/40
Teen Make-Up & Skin Care	Michelle Jackson	\$39	60/40
Spanish for Kids	Alicia Migliarini	\$69	60/40
Manners for Kids	Margaret Frazier	\$59	60/40
Magic for Kids	Jack Sword	\$79	60/40
Guitar for Kids	Rob Andrews	\$69	60/40
GPS Campus Explorer	Debra Crowley	\$79	\$35/hour
Robotics Camp	Craig Takahashi	\$79	60/40
Computer Comic Book Designer	Nicholas Quach	\$79	60/40
Mini Chefs	Sumati Ratanjee	\$79	60/40
Vehicle Engineering	Roger Galvan	\$79	60/40
Bridge Building	Roger Galvan	\$79	60/40
Airplane & Rockets	Roger Galvan	\$79	60/40
Catapults, Pendulums & Windmills	Roger Galvan	\$79	60/40
Youth Basketball	Jonathan Emaguna	\$79	60/40
Design Your Own Video Game	Anna Petrossian	\$89	60/40
Music Mixing Camp	Anna Petrossian	\$89	60/40
Filmmaking Camp	Anna Petrossian	\$89	60/40
Animation Camp	Anna Petrossian	\$89	60/40
Chess Camp	Alicia Migliarini	\$69	60/40
Natural A's	Curtis Adney	\$39	60/40 4.3 (3)

COMMUNITY SERVICES – SPRING 2011 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Fractions, Decimals & Percents	Maria Sheldon-Lopez	\$99	\$35/hour
Word Problems	Maria Sheldon-Lopez	\$99	\$35/hour
Pre-Algebra	Maria Sheldon-Lopez	\$99	\$35/hour
Algebra	Maria Sheldon-Lopez	\$99	\$35/hour
Forensic Science	Discovery Science	\$69	\$24/pp
Computers			
PC Troubleshooting	Dave Westerfield	\$44	60/40
MS Applications	Debra Crowley	\$79	\$35/hour
Web Design Fundamentals	Nancy Haugen	\$79	\$35/hour
Photoshop Fundamentals	Debra Crowley	\$79	\$35/hour
Macintosh Applications	Debra Crowley	\$79	\$35/hour
Culinary Arts			
The Flavors of India	Sumati Ratanjee	\$29	60/40
Sushi Made Easy	Dave Sobel	\$29	60/40
A Taste of Thai	Sunee Jaturapaptorn	\$29	60/40
Cooking with Tarla	Tarla Fallgatter	\$29	60/40
99¢ Gourmet	Mike Rounds	\$39	60/40
Fruit Creations	Omelina Garcia	\$29	60/40
Dance			
Salsa	Salomon Rivera	\$59	60/40
Belly Dance	JoEllen Maddox	\$79	60/40
Swing Dance	John Potter	\$59	60/40
Ballroom Dance	John Potter	\$59	60/40
Dance At Your Wedding	John Potter	\$29/\$44	60/40
Health, Fitness & Beauty			
The Cut Above	Kaja Donikowski	\$69	60/40
Yoga	Pamela Buonanotte	\$79	60/40
Open Court Badminton	Phuc Minh Le	\$49	60/40
Tai Chi-Yang Style	Bing Luh	\$79	60/40
Qi-Kong	Lan Pao Phong	\$69	60/40
Basic First Aid & CPR	Sabrina Bradley	\$25	60/40
Brain Fitness	Debbi Harper	\$29	60/40
Kung Fu	James Rose	\$59	60/40
Couples Massage	Barb Sobel	\$\$39/59	60/40
Head, Neck, Shoulder Massage	Barb Sobel	\$39/\$59	60/40
Adult Tennis League	Robert Manual	\$89	60/40
Healthy Feet	Barb Sobel	\$39/\$59	60/40
Fitness Conditioning	Exercise Science Staff	\$50	50/50
Football Conditioning	Geoff Jones	\$10	50/50
Wrestling Conditioning	Vince Silva	\$50	50/50
Zumba Fitness	Caren Reily	\$79	60/40
Aqua Aerobics	Caren Reily	\$52	60/40
Unidas Por La Vida	Flo Luppani		\$50/hr
Language			
Spanish At Work	Alicia Migliarini	\$79	60/40
Spanish For Travelers	Alicia Migliarini	\$79	60/40
Money Matters			
Navigating Scholarships	Stephanie Adams	\$39	60/40
Social Security – Baby Boomers	Michele Young	\$39/\$59	60/40
Master Your Money	Jalon O'Connell	\$44/\$66	60/40
Investment Bootcamp	Jalon O'Connell	\$44/\$66	60/40

COMMUNITY SERVICES – SPRING 2011 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Investing for Beginners	Jalon O'Connell	\$44/\$66	60/40
Financial Management Workshop	John Robbins	\$49/\$69	60/40
What's A Living Trust?	Neal Rogers	\$39/\$59	60/40
Older Adults			
Chair Yoga	Pamela Buonanotte	\$59	60/40
Brain Fitness	Debbi Harper	\$29	60/40
Ballroom Dance	Phil Famolaro	\$59	60/40
Tai Chi	Bing Luh	\$59	60/40
Computers for Beginners	Phil Famolaro	\$59	60/40
Creative Cooking For Older Adults	Katrina Armenta	\$29	60/40
Writing Your Memoir	Allene Symons	\$49	60/40
Fitness Conditioning	Exercise Science Staff	\$49	60/40
Chess Camp	Alicia Migliarini	\$69	60/40
Intro to Watercolor	Krissann Shipley	\$79	60/40
Online Career Training Programs			
Business & Professional	Gatlin Education	\$1795	\$300
Healthcare & Fitness	Gatlin Education	\$1795	\$300
Hospitality & Gaming	Gatlin Education	\$1795	\$300
IT & Software Development	Gatlin Education	\$1795	\$300
Management & Corporate	Gatlin Education	\$1795	\$300
Media & Design	Gatlin Education	\$1795	\$300
Skilled Trades & Industrial	Gatlin Education	\$1795	\$300
Sustainable Energy & Going Green	Gatlin Education	\$1795	\$300
Online Workshops			
Internet & Basic Computer Literacy	Education To Go	\$89	\$52
Web Page Design, Graphics & Multimedia	Education To Go	\$89	\$52
Computer Troubleshooting & Networking	Education To Go	\$89	\$52
Computer Programming	Education To Go	\$89	\$52
Digital Photography & Digital Video	Education To Go	\$89	\$52
Languages (various)	Education To Go	\$89	\$52
Writing Courses	Education To Go	\$89	\$52
Entertainment Industry	Education To Go	\$89	\$52
Business Planning & Sales	Education To Go	\$89	\$52
Business Marketing & Accounting	Education To Go	\$89	\$52
Finance, Wealth & Career Building	Education To Go	\$89	\$52
Family, Parenting & Child Care	Education To Go	\$89	\$52
Personal Enrichment	Education To Go	\$89	\$52
Real Estate			
Programas De Modificación	Sandy Flores	\$10	60/40
DIY-Loan Modification	Sandy Flores	\$10	60/40
Partnering in Real Estate	Marshall Reddick	\$49/\$79	60/40
Pay Off Mortgage Quickly	Marshall Reddick	\$49/\$79	60/40
Make A Fortune Purchasing Real Estate	Marshall Reddick	\$49/\$79	60/40
Buying A Home in Today's Market	Alana Gates	\$39	60/40
Understanding Short Sales	Diane McLellan	\$39	60/40
Special Interest			
Alcohol & Drug Awareness	Pat Verwiel	\$50	50/50
14601 Suspended License Program	Barry Reid	\$255	\$95pp
Anger Management Program	Pat Verwiel	\$150	50/50

COMMUNITY SERVICES – SPRING 2011 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Smart Dating	Stuart Haskin	\$44	60/40
Writing Your Memoir	Allene Symons	\$49	60/40
Taiko Drumming	Judi Kaminishi	\$69	60/40
Guitar For Adults	Edward Samuel	\$89	60/40
Frugal Shopper	Elaine Moran	\$29	60/40
Travel			
Huntington Library Tour & Tea	Brigitte Burns	\$89	\$150
Summer Past Farms & Old Town San Diego	Noel Garcia	\$69	\$150
J. Paul Getty/Getty Villa & Farmer's Market	Brigitte Burns	\$49	\$150
Pageant of the Masters	Noel Garcia	\$89	\$150
Virginia Robinson's Gardens & Rodeo Drive Trolley	Noel Garcia	\$69	\$150
Norton Simon, Descanso & Old Town Pasadena	Noel Garcia	\$69	\$150
Wine, Chocolate & Cheese	Brigitte Burns	\$89	\$150
Cirque Du Soleil	Brigitte Burns	\$89	\$150

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College
Community Services Program**

To: Board of Trustees	Date: November 15, 2010
Re: Approval of Santiago Canyon College Community Services Program, Spring 2011	
Action: Request for Approval	

BACKGROUND

The Spring 2011 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in community education programming through the development of new courses and promoting on-going revenue generating courses.

ANALYSIS

Santiago Canyon College (SCC) maintains a comprehensive educational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational program by offering more than 120 cost effective classes in the SCC service area.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Community Services Program for Spring 2011.

Fiscal Impact: \$25,000 revenue	Board Date: November 15, 2010
Prepared by: Jose Vargas, Vice President of Continuing Education	
Submitted by: Juan Vázquez, President	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

Community Services – Spring 2011 Program

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Animal Care			
Basic Dog Manners	Dog Services Unlimited	\$75	60/40
How to Help Your Dog Help Others	Kim Pagonos	\$69	60/40
Around The Home & Garden			
Basic Home Repairs	Rick Longobart	\$89	50/50
Interior Design for the Homeowner	Cynthia Albert	\$69	60/40
Arts & Crafts			
Watercolor	Wendy Chang-Wu	\$79	60/40
Quick & Easy Sketching	Wendy Chang-Yu	\$79	60/40
Print Making for Fun	Deborah Goldman	\$100	60/40
Drawing Portraits	Amy Styfee	\$69	60/40
Spring Delight Floral Design	Jen K Floral	\$28	70/30
Spring Delight Intermediate Design	Jen K Floral	\$28	70/30
Jewelry Design - Stringing	Phuong Nguyen	\$39	60/40
Jewelry Design - Handwiring	Phuong Nguyen	\$39	60/40
Career & Business			
Become a Notary Public	Notary Public Seminars	\$85	60/40
Become a Certified Loan Signing Agent	Notary Public Seminars	\$89	60/40
Renewing Notaries	Notary Public Seminars	\$49	60/40
How to Be Your Own Private Investigator	Jim Harriger	\$39	60/40
How to Become A Mystery Shopper	Elaine Moran	\$39	60/40
Accounting for the Non-Accountants	Instructor TBA	\$89	60/40
Introduction to QuickBooks	Instructor TBA	\$99	60/40
Successful Home Based Business	Leeanne Krusemark	\$39	60/40
Word Processing Business	Leeanne Krusemark	\$39	60/40
Beginner's Guide to Getting Published	Leeanne Krusemark	\$39	60/40
Meet the Publisher	Leeanne Krusemark	\$19	60/40
Writing for Magazines	Jack Adams	\$39	60/40
Screenwriting Warriors	Jack Adams	\$39	60/40
Start Your Own Business	Diana Woo Sullivan	\$39	60/40
Introduction to Voiceovers	Voices for All	\$29	60/40
Professional Development/Land Surveyor	David Woolley	\$149	60/40
Backflow Prevention Devices	Marty Friebert	\$375	\$55/hour
Personal Fitness Trainer Certificate Program	W.I.T.S. Instructor	\$524	\$100/pp
Operations Management Certificate Program	Searchtec	\$936	35/65
• Management 101	Searchtec	\$195	35/65
• Quality Management	Searchtec	\$195	35/65
• Project Management	Searchtec	\$195	35/65
• Work Measurements/Cost Analysis	Searchtec	\$195	35/65
• Production Planning & Controls	Searchtec	\$195	35/65
• Supply Chain Managements-Logistics	Searchtec	\$195	35/65
• Lean Enterprise	Searchtec	\$195	35/65
Maintenance Management	Searchtec	\$95	35/65
Six Sigma Green Belt	Searchtec	\$875	35/65

Community Services – Spring 2011 Program

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Career & Business Continued			
Human Resources Certification	Allison Pratt	\$199	60/40
• HR Functions	Allison Pratt	\$59	60/40
• Manage Diversity/Create Inclusion	Allison Pratt	\$59	60/40
• Employee Relations	Allison Pratt	\$59	60/40
• Avoid Litigation	Allison Pratt	\$59	60/40
College for Kids			
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Composition & Writing Skills	Phyllis Neal	\$59	60/40
Natural A's	Curtis Adney	\$49	60/40
Computers			
Computers for Beginners	Dori Dumon	\$89	\$40/Hour
Windows Wizard	Dori Dumon	\$44	\$40/Hour
Managing Computer Files	Dori Dumon	\$44	\$40/Hour
Intro to Internet & Email	Dori Dumon	\$89	\$40/Hour
Microsoft Word - Part I	Karen Harris	\$89	\$40/Hour
Microsoft Word - Part II	Karen Harris	\$89	\$40/Hour
Introduction to Excel	Karen Harris	\$89	\$40/Hour
Introduction to Photoshop	Karen Harris	\$89	\$40/Hour
Introduction to Web Design	Dori Dumon	\$89	\$40/Hour
Improving PC Performance	Robert Cohen	\$39	60/40
On-Line Courses	Education To Go	\$85-\$199	\$55/\$169
Dance			
Salsa	Salomon Rivera	\$59	60/40
Cardio Dance Class	Salomon Rivera	\$59	60/40
Belly Dance	Joellen Larsen	\$59	60/40
Swing Dance – East & West Coast	John Potter	\$59	\$40/Hour
Strictly Ballroom	John Potter	\$59	\$40/Hour
Dance at Your Wedding	John Potter	\$29/\$44	\$40/Hour
Gem & Jewelry Industry			
The Jewelry Bench Explained	Lothar Vallot	\$33	60/40
Everything About Gems & Jewelry	Lothar Vallot	\$33	60/40
Jewelry Appraising Explained	Lothar Vallot	\$33	60/40
Gemstone Buyer Beware	John Eyre	\$33	60/40
Color Me Purple	John Eyre	\$33	60/40
Everything You Need to Know About Gold	Robert Gullage	\$33	60/40
Intro to Jewelry & Appraisal & Theory	Geoffrey Nelson	\$33	60/40
Health, Beauty & Fitness			
Tai Chi Chuan	Karen Mack	\$59	60/40
Yoga	Instructor TBA	\$79	60/40
The Brain Class- A Blueprint for Brain Fitness	Debbi Harper	\$29	60/40
Head & Foot Massage	Barbara Sobel	\$44	60/40
Head & Neck Shoulder Massage	Barbara Sobel	\$44	60/40

Community Services – Spring 2011 Program

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Health, Beauty & Fitness Continued			
Evening of Massage	Barbara Sobel	\$69	60/40
Intuitive Eating	Heather Tarlow-Edwards	\$79	60/40
Language			
Conversational Spanish	CALINK Institute	\$75	\$40/hour
Fast Fun French	Katherine Watson	\$59	60/40
Introduction to Italian/Part I & 2	Alpine Tutoring	\$69	\$40/hour
Medical Billing			
Medical Billing Series	KGP Consulting	\$139	60/40
Insurance Billing I	KGP Consulting	\$99	60/40
Insurance Billing II	KGP Consulting	\$69	60/40
Computerized Medical Billing	KGP Consulting	\$25	60/40
Start a Medical Insurance Billing Service	KGP Consulting	\$29	60/40
Billing for Worker's Comp & Personal Injury	KGP Consulting	\$69	60/40
Medical Front Office	KGP Consulting	\$105	60/40
Money Matters			
Retirement Planning	Charles Munoz	\$49/\$69	60/40
What Is A Living Trust?	Neal Rogers	\$29/\$44	60/40
Financial Management Workshop	Jim Dumbeck	\$59/\$89	60/40
Living Trust & Estate Planning	Neal Rogers	\$29/\$44	60/40
Master Your Money	Jalon O'Connell	\$49/\$69	No Charge
Investment Bootcamp	Jalon O'Connell	\$39/\$59	No Charge
Music			
On-The-Spot Piano	Patrick Hardman	\$39	60/40
Beginning Guitar	Ron Gorman	\$89	50/50
Intermediate Guitar	Ron Gorman	\$89	50/50
Older Adult Classes			
Quilting	Judy Schindlebeck	\$48	\$40/hour
Life Story Writing	Dawn Thurston	\$36	\$40/hour
Total Fitness	Jeff Nolasco	\$48	\$40/hour
Yoga for Everybody	Bobby Glicksir	\$64	\$40/hour
Basic Drawing	Eileen Clary	\$64	\$40/hour
Watercolor Painting	Eileen Clary	\$64	\$40/hour
Personal Enrichment			
What Were You Born To Do?	Curtis Adney	\$49	60/40
Put Sizzle & Sophistication in Your Social Life	Vandy Forrester	\$29	No Charge
Overcome Anxiety & Panic Forever	Nick Lazaris	\$29	60/40
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	60/40
Assertiveness Skills for Success	Nick Lazaris	\$29	60/40
Real Estate			
How to Sell Residential R.E.	Bob Lindquist	\$19	60/40

Community Services – Spring 2011 Program

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Special Interest			
CPR	Sabrina Bradley	\$29	60/40
Basic First Aid	Sabrina Bradley	\$29	60/40
Sushi Made Easy	Dave Sobel	\$29	50/50
Basic Digital Cameras-Point & Shoot	Julie Diebolt Price	\$49	60/40
Basic Digital Cameras-SLR Cameras	Julie Diebolt Price	\$49	60/40
Digital Photography-Get more WoW!	Julie Diebolt Price	\$49	60/40
Digital Photography- Beyond the Basics	Julie Diebolt Price	\$49	60/40
Digital Photography –Lighting Techniques	Julie Diebolt Price	\$49	60/40
Digital Photography- Workflow	Julie Diebolt Price	\$49	60/40
Digital Photography Workshop	Julie Diebolt Price	\$79	60/40
Test Preparation			
SAT Preparation	Jayne Munoz/Joel Sheldon	\$94	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$59	50/50
Travel			
Have the Time of Your Life: Female Travelers	Alpine Tutoring	\$39	60/40
Camarillo Wine, Chocolate & Cheese Tour	Patti Bartee	\$89	\$150
Norton Simon, Descanso Gardens & Pasadena	Patti Bartee	\$69	\$150
Summer Past Farms & Old Town San Diego	Patti Bartee	\$59	\$150

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

To: Board of Trustees	Date: November 15, 2010
Re: Approval of Amendment #3 to CJA Agreement – County of Orange	
Action: Request for Approval	

BACKGROUND

Presently we have agreements with the County of Orange to support contract training for the Orange County Sheriff's Department, the Coroner's Office and the Orange County Probation Department. We have had this partnership for thirty-eight (38) years now. This amendment extends our agreement for one year.

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: November 15, 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:	Dr. Raúl Rodríguez, Chancellor, RSCCD	

**AMENDMENT NUMBER THREE
TO
AGREEMENT N1000009185
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DBA: SANTA ANA COLLEGE**

This **AMENDMENT NUMBER THREE** to **CONTRACT** number N1000009185 (hereinafter "**AMENDMENT NUMBER THREE**") between the County of Orange, a political subdivision of the state of California (hereinafter "**COUNTY**") and **Rancho Santiago Community College District dba: Santa Ana College** (hereinafter "**CONTRACTOR**") with a place of business at **2323 North Broadway, Santa Ana, CA 92706**, is made and entered upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, **COUNTY** and **CONTRACTOR** executed **CONTRACT** for Registration and Tuition Fees for Criminal Justice Academy Classes, Contract N1000009185 (hereinafter "**ORIGINAL AGREEMENT**"), for a one-year term of September 18, 2007 through September 17, 2008;

WHEREAS, **COUNTY** and **CONTRACTOR** renewed Contract N1000009185, as Contract N2000009185 (hereinafter "**AMENDMENT NUMBER ONE**"), for a one (1) year term of September 18, 2008 through September 17, 2009;

WHEREAS, **COUNTY** and **CONTRACTOR** renewed Contract N2000009185, as Contract MA-060-10010181 (hereinafter "**AMENDMENT NUMBER TWO**"), for a one (1) year term of September 18, 2009 through September 17, 2010;

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

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

1. ARTICLES

Folder: 579160
MA-060-11010534

Rancho Santiago Community College District
dba: Santa Ana College

SAC 09-001B

4.5 (2)

- a. Page 3, Section A, **Term**, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

1. Term of Contract:

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/18/07 through and including 9/17/11, unless otherwise terminated by COUNTY. The period of 9/18/07 through 9/17/08 shall be known as Contract number N1000009185. The period of 9/18/08 through and including 9/17/09 shall be known as Contract number N2000009185. The period of 9/18/09 through and including 9/17/10 shall be known as Contract number MA-060-10010181. The period of 9/18/10 through and including 9/17/11 shall be known as Contract number MA-060-11010534.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract N1000009185) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Contract N2000009185) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060-10010181) is attached hereto as Exhibit C and incorporated by this reference.
5. All other provisions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE, and AMENDMENT NUMBER TWO, to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain unchanged and in full force.

Folder: 579160
MA-060-11010534

Rancho Santiago Community College District
dba: Santa Ana College

SAC 09-001B

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER THREE to Contract N1000009185.

PBH

***Contractor: Rancho Santiago Community College District dba: Santa Ana College**

By: _____ Title: ^{Vice Chancellor} Business Operations & Fiscal Services

Print Name: Peter J. Hardash Date: _____

***Contractor: Rancho Santiago Community College District dba: Santa Ana College**

By: _____ Title: _____

Print Name: _____ Date: _____

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers.

County Of Orange

A political subdivision of the State of California

By: _____ Title: _____

Print Name: _____ Date: _____

Folder: 579160
MA-060-11010534

Rancho Santiago Community College District
dba: Santa Ana College

SAC 09-001B

Exhibit A
ORIGINAL AGREEMENT (Contract N1000009185)

Folder: 579160
MA-060-11010534

Rancho Santiago Community College District
dba: Santa Ana College

SAC 09-001B

4.5 (5)

AGREEMENT N1000009185

BETWEEN THE

COUNTY OF ORANGE

AND THE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

THIS AGREEMENT, hereinafter referred to as "Contract" is made and entered as of the date fully executed by and between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

RECITALS

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

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

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

NOW THEREFORE, COUNTY and DISTRICT mutually agree as follows:

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
Term	3
Optional Termination	3
Provisions of the Agreement	3
Payment	3
Indemnification	3, 4
Notices	4, 5
Time is of the Essence	5
Modifications	5
Signature Page	6
Scope of Work	7

A. TERM:

The term of this Agreement shall be for one (1) year beginning, September 18, 2007 through September 17, 2008, renewable for four additional one – year terms unless earlier terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

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

C. PROVISIONS OF THE AGREEMENT:

1. DISTRICT'S RESPONSIBILITIES:

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

D. PAYMENT:

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

E. INDEMNIFICATION:

1. The COUNTY shall indemnify, defend and hold the DISTRICT, its officers, agents, and employees harmless from any and all claims and

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

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

F. NOTICES:

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in

the United States mail, postage prepaid, addressed as follows:

DISTRICT:

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

COUNTY:

Orange County Regional Training Academy
15991 Armstrong Avenue
Tustin, CA 92782
(714) 566-2700

G. TIME IS OF THE ESSENCE:

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

H. MODIFICATIONS:

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties

hereto on the day and year written above.

COUNTY COUNTY OF ORANGE

DISTRICT RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

By: *Paula Kielich*
Name: Paula Kielich
Title: Purchasing Manager
Date: 9/5/07

By: *Peter J. Hardash*
Name: Peter J. Hardash
Title: Vice Chancellor of
Business Operations and Fiscal Services
Date: 9/5/07

ATTACHMENT A

SCOPE OF WORK:

1. **Scope of Services:** District shall provide Criminal Justice Academy Classes for the Sheriff's Department recruits. The recruits in the Sheriff's Criminal Justice Academy shall be able to obtain college credits for courses taken as part of their academy training.

2. **District shall provide the following Classes:**

CLASS	UNITS	FEE
a. Basic Academy	24.0	\$ 624.00
b. Correction Officer Core Class	3.0	\$ 78.00
c. Reserve Level III	3.0	\$ 78.00
d. Reserve Academy Program	0.2-6.0	\$ 5.20-\$156.00
e. Basic Narcotics Investigation	2.0	\$ 52.00
f. Coroner Course	3.0	\$ 78.00



PRICE AGREEMENT

2007 SEP 23 PM 4:37

P/A NUMBER: N1000009185

VENDOR INFORMATION:
PHONE: 714-564-6000
TERMS:
F.O.B: DESTINATION

SEE DELIVERY LOCATION(S)
WITHIN PRICE AGREEMENT

TAX CODE:

START DATE: 09/18/07
END DATE: 09/17/08
DELIVERY WITHIN 000 DAYS

VENDOR CODE: X00681
RANCHO SANTIAGO COMMUNITY COLL
ATTN:
DBA SANTA ANA COLLEGE
2323 N BROADWAY
SANTA ANA CA 92706-1606

P/A NOT TO EXCEED: 95,000.00
RENEWABLE FOR: FOUR ADDITIONAL ONE YEAR TERMS
LEGEND CODE: RF PA TYPE: 060
MASTER PA: FOLDER NUMBER: 579160
PB: PIGGYBACK PA:
PA REPLACES: N3000006192
PER MINUTE ORDER: / / / / / / / /

BILLING INSTRUCTIONS:

- 1. INVOICE COUNTY OF ORANGE AND SEND INVOICES IN DUPLICATE TO: BILLING ADDRESS AS INDICATED BELOW.
2. INVOICES MUST BE IN DUPLICATE REFERENCED TO THE ORDER NUMBER AND ITEMIZED QUANTITIES, DESCRIPTION OF MERCHANDISE, UNIT AND UNIT COST.
3. VENDOR CODE, ORDER NUMBER AND PRICE AGREEMENT NUMBER (IF APPLICABLE) MUST APPEAR ON ALL INVOICES, SHIPPING PAPERS, PACKAGES & INQUIRIES.
4. CASH DISCOUNTS, IF OFFERED, WILL BE TAKEN WITHIN TIME LIMITATION AND WILL BE TAKEN ON THE TOTAL AMOUNT (INCLUDING TAX) UNLESS OTHERWISE STATED.
5. AUTHORIZED FREIGHT CHARGES MUST BE PREPAID AND ADDED TO INVOICE. INCLUDE PROOF OF PAYMENT FOR FREIGHT CHARGES OVER \$25.
6. YOU ARE REQUIRED TO INCLUDE YOUR TAXPAYER I.D NUMBER ON ALL INVOICES SUBMITTED FOR PAYMENT. THIS WILL ENSURE COMPLIANCE WITH IRS REQUIREMENTS AND EXPEDITE PAYMENT PROCESSING. OUT OF STATE VENDORS MUST INCLUDE CALIFORNIA SALES TAX PERMIT NUMBER.

THE VENDOR ACKNOWLEDGES THAT HE HAS READ AND AGREED TO ALL TERMS AND CONDITIONS INCLUDING THOSE PRINTED ON ATTACHED TERMS AND CONDITIONS PAGE. THE ONLY TERMS AND CONDITIONS THAT WILL BE APPLICABLE TO THE INTERPRETATION OF THIS CONTRACT ARE THOSE ISSUED BY THE COUNTY OF ORANGE VENDOR IS REQUIRED TO PROVIDE A COMPLETED MSDS (MATERIAL SAFETY DATA SHEET) FOR HAZARDOUS SUBSTANCES AS REQUIRED BY LABOR CODE SECTION 6390, GENERAL INDUSTRIAL SAFETY ORDER SECTION 5194 AND CALIFORNIA ADMINISTRATION CODE TITLE 8. MSDS SHEET FOR EACH SPECIFIED ITEM SHALL BE SENT TO PLACES OF SHIPMENT.

P/A FOR: CRIMINAL JUSTICE ACADEMY CLASSES REGISTRATION/TUITION FEES

PAYMENT UPON SUBMISSION OF INVOICE(S) IN ADVANCE, NON-ENCUMBERED P/A.

CONTRACTOR INVOICE(S) MUST REFERENCE P/A N1000009185.

DIVISION CONTACT: TRAINING ACADEMY
PH: 714-566-2700
15991 ARMSTRONG AVENUE
TUSTIN, CA 92782

INTERNAL CODING: 100-060-462-2400-62

PRICE AGREEMENT MONETARY LIMITS:
1ST YEAR: N1000009185 09/18/07 - 09/17/08 \$ 95,000.00

Table with 7 columns: LN, COMMODITY CODE, DISCOUNT, QUANTITY, UNIT, UNIT COST, P/A LINE AMOUNT. Row 1: 001, 96100, 0.00, 0.00, 0.0000, 0.00. Description: MISCELLANEOUS PROFESSIONAL SERVICES

AUTHORIZED SIGNATURE: [Handwritten Signature]

ADDRESS QUESTION(S) REGARDING THIS PURCHASE DOCUMENT TO THE PURCHASING CONTACT: YVETTE TORRES

VENDOR



PRICE AGREEMENT

VENDOR: X00681
RANCHO SANTIAGO COMMUNITY COLL

P/A NUMBER: N1000009185

DELIVERY LOCATION(S) / INSTRUCTION(S)

CODE	SHIP LOCATION	SHIP INSTRUCTIONS
268	SHERIFF/TRAINING FACILITY 1900 W KATELLA AVE ORANGE CA 92667 714-538-9668	

ONLY THE FOLLOWING FUND/AGENCY/ORGANIZATIONS ARE AUTHORIZED TO USE THIS PRICE AGREEMENT.

FUND	AGENCY	ORGANIZATION	AUTHORIZED LIMIT
100	060	462	95,000.00

VENDOR

Page: 2

Exhibit B
AMENDMENT NUMBER ONE (Contract N2000009185)

Folder: 579160
MA-060-11010534

SAC 09-001B

Rancho Santiago Community College District
dba: Santa Ana College

4.5 (15)

**AMENDMENT NUMBER ONE
TO
AGREEMENT N1000009185
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This **AMENDMENT NUMBER ONE** to Contract number N1000009185 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and **Rancho Santiago Community College District** (hereinafter "DISTRICT") with a place of business at **2323 N. Broadway, Santa Ana, CA 92706**, is made and entered upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, COUNTY and DISTRICT executed an Agreement for Criminal Justice Academy Classes Registration/Tuition Fees Price Agreement Number N1000009185 (hereinafter "ORIGINAL AGREEMENT") for a one (1) year term of September 18, 2007 through September 17, 2008;

WHEREAS, COUNTY and DISTRICT desire to renew ORIGINAL AGREEMENT for one additional one year term at the rates set forth in the ORIGINAL AGREEMENT;

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

1. **ARTICLES**

- a. Page 3, Section A. **Term**, of the ORIGINAL AGREEMENT is amended in its entirety to read as follows:

1. **Term:**

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/18/07 through and including 9/17/09, unless otherwise terminated by COUNTY. The period of 9/18/07 through 09/17/08 shall be known as Contract number N1000009185. The period of 9/18/07 through and including 9/17/09 shall be known as Contract number N2000009185. This Contract may be renewed for three (3) separate additional one-year terms by mutual agreement of both Parties.

2. A true and correct copy of the ORIGINAL AGREEMENT (Price Agreement N1000009185) is attached hereto as Exhibit A and incorporated by this reference.
3. All other provisions of the ORIGINAL AGREEMENT, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain unchanged and in full force and effect. All obligations of the parties that would have been terminated on September 17, 2008 are hereby extended to September 17, 2009.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE.

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

By: _____ Title: _____
Print Name: _____ Date: 09/17/08

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

By: _____ Title: _____
Print Name: _____ Date: 09/17/08

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

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____ Title: _____
Date: 09/17/08

Exhibit C
AMENDMENT NUMBER TWO (Contract MA-060-10010181)

Folder: 579160
MA-060-11010534

SAC 09-001B

Rancho Santiago Community College District
dba: Santa Ana College

4.5 (19)

**AMENDMENT NUMBER TWO
TO
AGREEMENT N1000009185
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This **AMENDMENT NUMBER TWO** to Contract number N1000009185 (hereinafter "**AMENDMENT NUMBER TWO**") between the County of Orange, a political subdivision of the state of California (hereinafter "**COUNTY**") and Rancho Santiago Community College District (hereinafter "**CONTRACTOR**") with a place of business at 2323 North Broadway, Santa Ana, CA 92706, is made and entered upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, COUNTY and DISTRICT executed a Contract for Criminal Justice Academy Classes Registration/Tuition Fees Price Agreement Number N1000009185 (hereinafter "**ORIGINAL AGREEMENT**") for a one (1) year term of September 18, 2007 through and including September 17, 2008;

WHEREAS, COUNTY and DISTRICT renewed **ORIGINAL AGREEMENT** Price Agreement N1000009185 (hereinafter "**AMENDMENT NUMBER ONE**") for an additional one (1) year term of September 18, 2008 through and including September 17, 2009 as N2000009185;

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

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

1. **ARTICLES**

a. Page 3, Section A Term, of the **ORIGINAL AGREEMENT** is amended to read in its entirety as follows:

1. **Term:**

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 9/18/07 through and including 9/17/10, unless otherwise terminated by **COUNTY**. The period of 9/18/07 through and including 9/17/08 shall be known as Contract number N1000009185. The period of 9/18/08 through and including 9/17/09 shall be known as Contract number N2000009185. The period of 9/18/09 through and including 9/17/10 shall be known as Contract number MA-060-10010181.

This Contract may be renewed for two (2) additional one-year terms upon mutual agreement of both Parties. The COUNTY does not have to give a reason if it decides not to renew.

2. A true and correct copy of the ORIGINAL AGREEMENT (Price Agreement N1000009185) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of AMENDMENT NUMBER ONE (Price Agreement N2000009185) is attached hereto as Exhibit B and incorporated by this reference.
4. All other provisions of the ORIGINAL AGREEMENT, and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on September 18, 2009 are hereby extended to September 17, 2010.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TWO.

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Contractor: Rancho Santiago Community College District

By: [Signature] Title: **Vice Chancellor**
Business Operations & Fiscal Services

Print Name: **Peter J. Hardash** Date: 8/26/09

Contractor*: Rancho Santiago Community College District

By: _____ Title: _____

Print Name: _____ Date: _____

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

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Purchasing Manager
Date: Print Name: Michael T. Piro Date: 9/15/09

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

To: Board of Trustees	Date: November 15, 2010
Re: Approval of New OTA Agreement – Chula Vista Elementary School District	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Chula Vista Elementary School District in Chula Vista, California.

Fiscal Impact:	None	Board Date: November 15, 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:	Dr. Raúl Rodriguez, Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the **15th day of November, 2010** by and between **Chula Vista Elementary School District**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

District during clinical assignment, and keep records of clinical attendance for audit by the State Workmen's Compensation Insurance Fund.

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

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

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this

Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

**District: Rancho Santiago Community
College District**

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

**Agency: Chula Vista Elementary School
District**

Chula Vista Elementary School District
84 East J Street
Chula Vista, CA 91910

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Sandra Villegas-Zúñiga
Human Resources Services and Support

Date: _____

Date: _____

Check Registers Submitted for Approval
Checks Written for Period 10/16/10 thru 11/05/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48711	General Fund Unrestricted	12,902.00	0.00	12,902.00	92*0258827	92*0258854
48712	General Fund Unrestricted	28,792.50	0.00	28,792.50	92*0258855	92*0258882
48713	General Fund Unrestricted	24,904.00	0.00	24,904.00	92*0258883	92*0258910
48714	General Fund Unrestricted	24,091.26	0.00	24,091.26	92*0258911	92*0258939
48715	General Fund Unrestricted	26,211.00	0.00	26,211.00	92*0258940	92*0258967
48716	General Fund Unrestricted	26,879.00	0.00	26,879.00	92*0258968	92*0258995
48717	General Fund Unrestricted	20,196.00	0.00	20,196.00	92*0258996	92*0259023
48718	General Fund Unrestricted	22,069.00	0.00	22,069.00	92*0259024	92*0259051
48719	General Fund Unrestricted	28,968.00	0.00	28,968.00	92*0259052	92*0259079
48720	General Fund Unrestricted	25,204.00	0.00	25,204.00	92*0259080	92*0259107
48721	General Fund Unrestricted	25,485.00	0.00	25,485.00	92*0259108	92*0259135
48722	General Fund Unrestricted	25,697.00	0.00	25,697.00	92*0259136	92*0259163
48723	General Fund Unrestricted	30,501.82	0.00	30,501.82	92*0259164	92*0259197
48724	General Fund Unrestricted	31,718.60	0.00	31,718.60	92*0259198	92*0259227
48741	General Fund Unrestricted	31,511.00	0.00	31,511.00	92*0259283	92*0259310
48742	General Fund Unrestricted	32,286.00	0.00	32,286.00	92*0259311	92*0259338
48743	General Fund Unrestricted	26,268.00	0.00	26,268.00	92*0259339	92*0259366
48744	General Fund Unrestricted	27,952.00	0.00	27,952.00	92*0259367	92*0259394
48745	General Fund Unrestricted	31,180.00	0.00	31,180.00	92*0259395	92*0259422
48746	General Fund Unrestricted	29,217.95	0.00	29,217.95	92*0259423	92*0259450
48747	General Fund Unrestricted	37,323.00	0.00	37,323.00	92*0259451	92*0259478
48748	General Fund Unrestricted	35,647.00	0.00	35,647.00	92*0259479	92*0259506
48749	General Fund Unrestricted	41,629.00	0.00	41,629.00	92*0259507	92*0259535
48750	General Fund Unrestricted	26,298.00	0.00	26,298.00	92*0259536	92*0259563
48751	General Fund Unrestricted	34,856.00	0.00	34,856.00	92*0259564	92*0259591
48752	General Fund Unrestricted	25,896.00	0.00	25,896.00	92*0259592	92*0259619
48753	General Fund Unrestricted	27,264.00	0.00	27,264.00	92*0259620	92*0259647
48754	General Fund Unrestricted	33,731.00	0.00	33,731.00	92*0259648	92*0259675
48755	General Fund Unrestricted	28,756.00	0.00	28,756.00	92*0259676	92*0259703
48756	General Fund Unrestricted	34,139.00	0.00	34,139.00	92*0259704	92*0259731
48757	General Fund Unrestricted	30,184.00	0.00	30,184.00	92*0259732	92*0259759
48758	General Fund Unrestricted	30,890.00	0.00	30,890.00	92*0259760	92*0259787
48759	General Fund Unrestricted	31,296.00	0.00	31,296.00	92*0259788	92*0259815
48760	General Fund Unrestricted	35,261.00	0.00	35,261.00	92*0259816	92*0259843
48761	General Fund Unrestricted	26,289.69	0.00	26,289.69	92*0259844	92*0259871
48762	General Fund Unrestricted	37,179.00	0.00	37,179.00	92*0259872	92*0259899
48763	General Fund Unrestricted	28,565.00	0.00	28,565.00	92*0259900	92*0259927
48764	General Fund Unrestricted	9,627.00	0.00	9,627.00	92*0259928	92*0259951
48799	General Fund Unrestricted	251.00	0.00	251.00	92*0260089	92*0260089
48801	General Fund Unrestricted	3,047.52	0.00	3,047.52	92*0260100	92*0260104
48802	General Fund Unrestricted	14,679.34	0.00	14,679.34	92*0260105	92*0260105

5.1 (1)

Check Registers Submitted for Approval
 Checks Written for Period 10/16/10 thru 11/05/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48803	General Fund Unrestricted	5,277.73	0.00	5,277.73	92*0260106	92*0260111
48805	General Fund Unrestricted	345.29	0.00	345.29	92*0260120	92*0260123
48806	General Fund Unrestricted	5,000.00	0.00	5,000.00	92*0260126	92*0260126
48807	General Fund Unrestricted	1,197.80	0.00	1,197.80	92*0260127	92*0260130
48808	General Fund Unrestricted	3,652.01	0.00	3,652.01	92*0260131	92*0260133
48815	General Fund Unrestricted	2,902.72	0.00	2,902.72	92*0260151	92*0260156
48817	General Fund Unrestricted	821.36	0.00	821.36	92*0260161	92*0260167
48818	General Fund Unrestricted	1,614.21	0.00	1,614.21	92*0260168	92*0260169
48819	General Fund Unrestricted	289.61	0.00	289.61	92*0260170	92*0260174
48820	General Fund Unrestricted	3,142.41	0.00	3,142.41	92*0260175	92*0260176
48821	General Fund Unrestricted	2,584.84	0.00	2,584.84	92*0260180	92*0260183
48822	General Fund Unrestricted	14,647.73	0.00	14,647.73	92*0260184	92*0260190
48829	General Fund Unrestricted	530.00	0.00	530.00	92*0260211	92*0260215
48830	General Fund Unrestricted	1,068.18	0.00	1,068.18	92*0260216	92*0260221
48832	General Fund Unrestricted	280.58	0.00	280.58	92*0260227	92*0260228
48833	General Fund Unrestricted	4,523.43	0.00	4,523.43	92*0260229	92*0260233
48835	General Fund Unrestricted	2,625.00	0.00	2,625.00	92*0260240	92*0260244
48836	General Fund Unrestricted	157.86	0.00	157.86	92*0260245	92*0260248
48838	General Fund Unrestricted	12,324.19	0.00	12,324.19	92*0260253	92*0260256
48839	General Fund Unrestricted	3,430.42	0.00	3,430.42	92*0260257	92*0260258
48841	General Fund Unrestricted	7,851.08	0.00	7,851.08	92*0260265	92*0260265
48842	General Fund Unrestricted	20,000.00	0.00	20,000.00	92*0260266	92*0260267
48843	General Fund Unrestricted	560.43	0.00	560.43	92*0260268	92*0260270
48844	General Fund Unrestricted	36,797.59	0.00	36,797.59	92*0260271	92*0260274
48852	General Fund Unrestricted	21,236.63	0.00	21,236.63	92*0260292	92*0260292
48857	General Fund Unrestricted	477.12	0.00	477.12	92*0260324	92*0260325
48858	General Fund Unrestricted	4,135.76	0.00	4,135.76	92*0260327	92*0260329
48859	General Fund Unrestricted	4,618.13	0.00	4,618.13	92*0260330	92*0260337
48865	General Fund Unrestricted	664.00	0.00	664.00	92*0260347	92*0260351
48866	General Fund Unrestricted	250.67	0.00	250.67	92*0260352	92*0260352
48869	General Fund Unrestricted	6,798.19	0.00	6,798.19	92*0260363	92*0260368
48870	General Fund Unrestricted	12,181.80	0.00	12,181.80	92*0260369	92*0260370
48871	General Fund Unrestricted	4,348.04	0.00	4,348.04	92*0260373	92*0260373
48872	General Fund Unrestricted	6,518.87	0.00	6,518.87	92*0260374	92*0260376
48873	General Fund Unrestricted	2,723.20	0.00	2,723.20	92*0260377	92*0260381
48874	General Fund Unrestricted	1,227.03	0.00	1,227.03	92*0260382	92*0260386
48882	General Fund Unrestricted	868.93	0.00	868.93	92*0260406	92*0260408
48883	General Fund Unrestricted	29,717.00	0.00	29,717.00	92*0260409	92*0260409
48889	General Fund Unrestricted	2,774.00	0.00	2,774.00	92*0260422	92*0260423
48890	General Fund Unrestricted	1,571.20	0.00	1,571.20	92*0260424	92*0260432
48891	General Fund Unrestricted	1,041.00	0.00	1,041.00	92*0260433	92*0260433

Check Registers Submitted for Approval
 Checks Written for Period 10/16/10 thru 11/05/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48892	General Fund Unrestricted	1,603.30	0.00	1,603.30	92*0260434	92*0260443
48893	General Fund Unrestricted	1,803.40	0.00	1,803.40	92*0260444	92*0260453
48894	General Fund Unrestricted	1,878.60	0.00	1,878.60	92*0260454	92*0260463
48895	General Fund Unrestricted	3,286.15	0.00	3,286.15	92*0260464	92*0260473
48896	General Fund Unrestricted	2,038.80	0.00	2,038.80	92*0260474	92*0260483
48897	General Fund Unrestricted	1,700.80	0.00	1,700.80	92*0260484	92*0260493
48898	General Fund Unrestricted	3,335.84	0.00	3,335.84	92*0260494	92*0260503
48899	General Fund Unrestricted	913.40	0.00	913.40	92*0260504	92*0260511
48900	General Fund Unrestricted	3,308.00	0.00	3,308.00	92*0260512	92*0260519
48901	General Fund Unrestricted	3,362.27	0.00	3,362.27	92*0260520	92*0260526
48902	General Fund Unrestricted	35,982.53	0.00	35,982.53	92*0260527	92*0260529
48903	General Fund Unrestricted	633.40	0.00	633.40	92*0260537	92*0260537
48904	General Fund Unrestricted	19,709.39	0.00	19,709.39	92*0260538	92*0260539
48905	General Fund Unrestricted	4,033.29	0.00	4,033.29	92*0260540	92*0260544
48907	General Fund Unrestricted	222,950.38	0.00	222,950.38	92*0260547	92*0260553
48912	General Fund Unrestricted	396.00	0.00	396.00	92*0260559	92*0260562
48913	General Fund Unrestricted	2,356.02	0.00	2,356.02	92*0260563	92*0260569
48917	General Fund Unrestricted	1,706.61	0.00	1,706.61	92*0260588	92*0260589
48918	General Fund Unrestricted	10,889.24	0.00	10,889.24	92*0260590	92*0260593
48919	General Fund Unrestricted	399.98	0.00	399.98	92*0260596	92*0260597
48920	General Fund Unrestricted	1,565.83	0.00	1,565.83	92*0260604	92*0260607
48921	General Fund Unrestricted	4,585.75	0.00	4,585.75	92*0260608	92*0260610
48922	General Fund Unrestricted	3,152.81	0.00	3,152.81	92*0260611	92*0260617
48924	General Fund Unrestricted	2,096.67	0.00	2,096.67	92*0260623	92*0260628
48925	General Fund Unrestricted	9,934.00	0.00	9,934.00	92*0260629	92*0260634
48931	General Fund Unrestricted	4,136.30	0.00	4,136.30	92*0260648	92*0260656
48932	General Fund Unrestricted	2,105.00	0.00	2,105.00	92*0260657	92*0260658
48934	General Fund Unrestricted	62,922.00	0.00	62,922.00	92*0260664	92*0260664
48935	General Fund Unrestricted	2,063.80	0.00	2,063.80	92*0260670	92*0260672
48938	General Fund Unrestricted	844.23	0.00	844.23	92*0260686	92*0260688
48939	General Fund Unrestricted	2,051.86	0.00	2,051.86	92*0260689	92*0260693
48950	General Fund Unrestricted	78.00	0.00	78.00	92*0260716	92*0260716
48951	General Fund Unrestricted	1,975.66	0.00	1,975.66	92*0260717	92*0260718
48953	General Fund Unrestricted	175.00	0.00	175.00	92*0260722	92*0260722
48954	General Fund Unrestricted	67,315.25	0.00	67,315.25	92*0260726	92*0260726
48955	General Fund Unrestricted	13,750.00	0.00	13,750.00	92*0260727	92*0260727
48957	General Fund Unrestricted	1,473,144.49	0.00	1,473,144.49	92*0260733	92*0260734
48958	General Fund Unrestricted	15,168.02	0.00	15,168.02	92*0260735	92*0260736
48959	General Fund Unrestricted	82,293.54	0.00	82,293.54	92*0260737	92*0260739
48960	General Fund Unrestricted	7,273.67	0.00	7,273.67	92*0260740	92*0260744
48961	General Fund Unrestricted	152.65	0.00	152.65	92*0260745	92*0260746

5.1 (3)

Check Registers Submitted for Approval
 Checks Written for Period 10/16/10 thru 11/05/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48962	General Fund Unrestricted	16,934.55	0.00	16,934.55	92*0260747	92*0260750
48963	General Fund Unrestricted	15,069.20	0.00	15,069.20	92*0260751	92*0260751
48964	General Fund Unrestricted	974.46	0.00	974.46	92*0260756	92*0260756
48965	General Fund Unrestricted	1,396.35	0.00	1,396.35	92*0260758	92*0260758
48966	General Fund Unrestricted	725.32	0.00	725.32	92*0260762	92*0260767
48967	General Fund Unrestricted	1,290.63	0.00	1,290.63	92*0260769	92*0260770
48971	General Fund Unrestricted	1,135.49	0.00	1,135.49	92*0260786	92*0260786
48980	General Fund Unrestricted	22,440.00	0.00	22,440.00	92*0260804	92*0260804
48981	General Fund Unrestricted	4,555.16	0.00	4,555.16	92*0260806	92*0260808
48982	General Fund Unrestricted	56,416.74	0.00	56,416.74	92*0260809	92*0260811
48983	General Fund Unrestricted	7,280.00	0.00	7,280.00	92*0260812	92*0260812
48984	General Fund Unrestricted	10,223.50	0.00	10,223.50	92*0260816	92*0260818
48985	General Fund Unrestricted	337.94	0.00	337.94	92*0260819	92*0260819
48986	General Fund Unrestricted	3,197.93	0.00	3,197.93	92*0260822	92*0260826
48992	General Fund Unrestricted	1,040.00	0.00	1,040.00	92*0260842	92*0260847
49028	General Fund Unrestricted	14,392.00	0.00	14,392.00	92*0261868	92*0261868
49029	General Fund Unrestricted	2,754.90	0.00	2,754.90	92*0261869	92*0261872
49030	General Fund Unrestricted	52.79	0.00	52.79	92*0261876	92*0261876
49032	General Fund Unrestricted	1,241.41	0.00	1,241.41	92*0261886	92*0261889
49033	General Fund Unrestricted	160.00	0.00	160.00	92*0261896	92*0261896
49034	General Fund Unrestricted	1,077.84	0.00	1,077.84	92*0261898	92*0261898
49035	General Fund Unrestricted	7,735.20	0.00	7,735.20	92*0261903	92*0261905
49043	General Fund Unrestricted	639.00	0.00	639.00	92*0261921	92*0261924
49109	General Fund Unrestricted	21,293.50	0.00	21,293.50	92*0263727	92*0263727
49111	General Fund Unrestricted	3,782.03	0.00	3,782.03	92*0263730	92*0263731
49113	General Fund Unrestricted	421.92	0.00	421.92	92*0263734	92*0263737
49114	General Fund Unrestricted	616.50	0.00	616.50	92*0263738	92*0263741
49115	General Fund Unrestricted	8,327.96	0.00	8,327.96	92*0263742	92*0263750
49116	General Fund Unrestricted	1,961.11	0.00	1,961.11	92*0263751	92*0263758
49117	General Fund Unrestricted	2,351.22	0.00	2,351.22	92*0263759	92*0263766
49118	General Fund Unrestricted	6,892.02	0.00	6,892.02	92*0263767	92*0263774
49119	General Fund Unrestricted	4,385.24	0.00	4,385.24	92*0263775	92*0263781
49121	General Fund Unrestricted	4,162.67	0.00	4,162.67	92*0263787	92*0263792
49122	General Fund Unrestricted	6,097.77	0.00	6,097.77	92*0263793	92*0263795
49124	General Fund Unrestricted	1,336.73	0.00	1,336.73	92*0263801	92*0263804
49126	General Fund Unrestricted	16,252.42	0.00	16,252.42	92*0263807	92*0263809
49129	General Fund Unrestricted	3,764.54	0.00	3,764.54	92*0263826	92*0263829
Total Fund 11 General Fund Unrestricted		<u>3,669,406.69</u>	<u>0.00</u>	<u>3,669,406.69</u>		

Check Registers Submitted for Approval
 Checks Written for Period 10/16/10 thru 11/05/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48800	General Fund Restricted	3,720.03	0.00	3,720.03	92*0260090	92*0260099
48804	General Fund Restricted	3,044.40	0.00	3,044.40	92*0260112	92*0260119
48806	General Fund Restricted	7,614.86	0.00	7,614.86	92*0260124	92*0260125
48807	General Fund Restricted	1,011.52	0.00	1,011.52	92*0260128	92*0260129
48809	General Fund Restricted	18,037.50	0.00	18,037.50	92*0260134	92*0260135
48810	General Fund Restricted	1,777.12	0.00	1,777.12	92*0260136	92*0260138
48814	General Fund Restricted	2,282.73	0.00	2,282.73	92*0260147	92*0260150
48816	General Fund Restricted	9,371.56	0.00	9,371.56	92*0260157	92*0260160
48820	General Fund Restricted	1,603.38	0.00	1,603.38	92*0260177	92*0260179
48822	General Fund Restricted	706.79	0.00	706.79	92*0260188	92*0260188
48823	General Fund Restricted	300.00	0.00	300.00	92*0260191	92*0260196
48831	General Fund Restricted	427.23	0.00	427.23	92*0260222	92*0260225
48832	General Fund Restricted	400.00	0.00	400.00	92*0260226	92*0260226
48834	General Fund Restricted	2,400.00	0.00	2,400.00	92*0260234	92*0260239
48837	General Fund Restricted	4,001.64	0.00	4,001.64	92*0260249	92*0260252
48840	General Fund Restricted	2,978.69	0.00	2,978.69	92*0260259	92*0260262
48841	General Fund Restricted	3,985.00	0.00	3,985.00	92*0260263	92*0260264
48853	General Fund Restricted	1,440.00	0.00	1,440.00	92*0260293	92*0260301
48854	General Fund Restricted	1,280.00	0.00	1,280.00	92*0260302	92*0260309
48855	General Fund Restricted	1,120.00	0.00	1,120.00	92*0260310	92*0260316
48856	General Fund Restricted	1,120.00	0.00	1,120.00	92*0260317	92*0260323
48857	General Fund Restricted	95.58	0.00	95.58	92*0260326	92*0260326
48867	General Fund Restricted	18,239.29	0.00	18,239.29	92*0260353	92*0260353
48868	General Fund Restricted	647.61	0.00	647.61	92*0260354	92*0260362
48871	General Fund Restricted	8,663.36	0.00	8,663.36	92*0260371	92*0260372
48874	General Fund Restricted	82.64	0.00	82.64	92*0260384	92*0260384
48875	General Fund Restricted	1,922.63	0.00	1,922.63	92*0260387	92*0260391
48903	General Fund Restricted	7,601.98	0.00	7,601.98	92*0260530	92*0260536
48906	General Fund Restricted	1,626.22	0.00	1,626.22	92*0260545	92*0260546
48914	General Fund Restricted	6,382.53	0.00	6,382.53	92*0260570	92*0260575
48915	General Fund Restricted	47,022.17	0.00	47,022.17	92*0260576	92*0260577
48916	General Fund Restricted	5,667.74	0.00	5,667.74	92*0260578	92*0260587
48919	General Fund Restricted	387.20	0.00	387.20	92*0260594	92*0260598
48920	General Fund Restricted	1,114.29	0.00	1,114.29	92*0260599	92*0260603
48923	General Fund Restricted	867.18	0.00	867.18	92*0260618	92*0260622
48933	General Fund Restricted	653.60	0.00	653.60	92*0260659	92*0260663
48935	General Fund Restricted	2,051.67	0.00	2,051.67	92*0260665	92*0260669
48936	General Fund Restricted	2,174.46	0.00	2,174.46	92*0260673	92*0260677
48937	General Fund Restricted	2,045.86	0.00	2,045.86	92*0260678	92*0260685
48940	General Fund Restricted	542.57	0.00	542.57	92*0260694	92*0260695
48952	General Fund Restricted	73,124.38	0.00	73,124.38	92*0260719	92*0260720

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Check Registers Submitted for Approval
 Checks Written for Period 10/16/10 thru 11/05/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48953	General Fund Restricted	2,751.05	0.00	2,751.05	92*0260721	92*0260725
48956	General Fund Restricted	5,338.92	0.00	5,338.92	92*0260728	92*0260732
48964	General Fund Restricted	1,145.54	0.00	1,145.54	92*0260752	92*0260755
48965	General Fund Restricted	4,654.12	0.00	4,654.12	92*0260757	92*0260760
48966	General Fund Restricted	1,038.46	0.00	1,038.46	92*0260761	92*0260764
48967	General Fund Restricted	121.78	0.00	121.78	92*0260768	92*0260768
48968	General Fund Restricted	12,183.75	0.00	12,183.75	92*0260771	92*0260773
48969	General Fund Restricted	885.60	0.00	885.60	92*0260774	92*0260781
48970	General Fund Restricted	2,215.89	0.00	2,215.89	92*0260782	92*0260784
48971	General Fund Restricted	239.70	0.00	239.70	92*0260785	92*0260785
48980	General Fund Restricted	25,634.07	0.00	25,634.07	92*0260805	92*0260805
48983	General Fund Restricted	19,399.02	0.00	19,399.02	92*0260813	92*0260815
48985	General Fund Restricted	1,214.00	0.00	1,214.00	92*0260820	92*0260821
49028	General Fund Restricted	17,207.00	0.00	17,207.00	92*0261866	92*0261867
49029	General Fund Restricted	660.77	0.00	660.77	92*0261871	92*0261871
49030	General Fund Restricted	989.93	0.00	989.93	92*0261873	92*0261878
49031	General Fund Restricted	1,819.82	0.00	1,819.82	92*0261879	92*0261885
49032	General Fund Restricted	343.52	0.00	343.52	92*0261890	92*0261891
49033	General Fund Restricted	1,157.93	0.00	1,157.93	92*0261892	92*0261897
49034	General Fund Restricted	10,576.77	0.00	10,576.77	92*0261899	92*0261902
49036	General Fund Restricted	624.49	0.00	624.49	92*0261906	92*0261907
49110	General Fund Restricted	38,474.41	0.00	38,474.41	92*0263728	92*0263729
49112	General Fund Restricted	6,871.90	0.00	6,871.90	92*0263732	92*0263733
49113	General Fund Restricted	57.50	0.00	57.50	92*0263736	92*0263736
49120	General Fund Restricted	1,394.02	0.00	1,394.02	92*0263782	92*0263786
49123	General Fund Restricted	1,909.58	0.00	1,909.58	92*0263796	92*0263800
49125	General Fund Restricted	939.87	0.00	939.87	92*0263805	92*0263806
49127	General Fund Restricted	1,930.00	0.00	1,930.00	92*0263810	92*0263815
49128	General Fund Restricted	4,183.91	0.00	4,183.91	92*0263816	92*0263825
Total Fund 12 General Fund Restricted		<u>415,498.73</u>	<u>0.00</u>	<u>415,498.73</u>		

Check Registers Submitted for Approval
 Checks Written for Period 10/16/10 thru 11/05/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48793	Child Development Fund	5,076.47	0.00	5,076.47	92*0260070	92*0260073
48795	Child Development Fund	2,569.40	0.00	2,569.40	92*0260078	92*0260081
48797	Child Development Fund	1,286.88	0.00	1,286.88	92*0260086	92*0260086
48811	Child Development Fund	13,556.46	0.00	13,556.46	92*0260139	92*0260143
48812	Child Development Fund	1,474.24	0.00	1,474.24	92*0260144	92*0260145
48824	Child Development Fund	3,420.57	0.00	3,420.57	92*0260197	92*0260201
48845	Child Development Fund	25,407.14	0.00	25,407.14	92*0260275	92*0260277
48846	Child Development Fund	1,270.05	0.00	1,270.05	92*0260278	92*0260281
48847	Child Development Fund	21,884.51	0.00	21,884.51	92*0260282	92*0260282
48848	Child Development Fund	1,940.00	0.00	1,940.00	92*0260283	92*0260284
48849	Child Development Fund	13,777.89	0.00	13,777.89	92*0260285	92*0260286
48860	Child Development Fund	2,631.36	0.00	2,631.36	92*0260338	92*0260339
48861	Child Development Fund	517.66	0.00	517.66	92*0260340	92*0260341
48876	Child Development Fund	1,700.86	0.00	1,700.86	92*0260392	92*0260394
48877	Child Development Fund	7,401.80	0.00	7,401.80	92*0260395	92*0260396
48878	Child Development Fund	2,761.25	0.00	2,761.25	92*0260397	92*0260397
48884	Child Development Fund	68,762.68	0.00	68,762.68	92*0260410	92*0260411
48885	Child Development Fund	1,396.14	0.00	1,396.14	92*0260412	92*0260413
48908	Child Development Fund	2,340.00	0.00	2,340.00	92*0260554	92*0260554
48926	Child Development Fund	1,376.85	0.00	1,376.85	92*0260635	92*0260639
48927	Child Development Fund	4,313.54	0.00	4,313.54	92*0260640	92*0260643
48928	Child Development Fund	2,581.39	0.00	2,581.39	92*0260644	92*0260645
48941	Child Development Fund	3,661.43	0.00	3,661.43	92*0260696	92*0260699
48942	Child Development Fund	16,350.00	0.00	16,350.00	92*0260700	92*0260700
48972	Child Development Fund	3,124.82	0.00	3,124.82	92*0260787	92*0260789
48973	Child Development Fund	87.96	0.00	87.96	92*0260790	92*0260791
48987	Child Development Fund	1,850.31	0.00	1,850.31	92*0260827	92*0260830
48988	Child Development Fund	1,476.29	0.00	1,476.29	92*0260831	92*0260833
49037	Child Development Fund	3,026.43	0.00	3,026.43	92*0261908	92*0261909
49038	Child Development Fund	791.59	0.00	791.59	92*0261910	92*0261912
49039	Child Development Fund	1,337.41	0.00	1,337.41	92*0261913	92*0261913
49130	Child Development Fund	1,414.52	0.00	1,414.52	92*0263830	92*0263833
49131	Child Development Fund	904.94	0.00	904.94	92*0263834	92*0263839
49132	Child Development Fund	5,597.19	0.00	5,597.19	92*0263840	92*0263841
49133	Child Development Fund	282.22	0.00	282.22	92*0263842	92*0263845
Total Fund 33 Child Development Fund		227,352.25	0.00	227,352.25		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48813	Capital Outlay Projects Fund	1,838.08	0.00	1,838.08	92*0260146	92*0260146
48828	Capital Outlay Projects Fund	5,381.85	0.00	5,381.85	92*0260210	92*0260210
48864	Capital Outlay Projects Fund	17,445.00	0.00	17,445.00	92*0260345	92*0260346
48911	Capital Outlay Projects Fund	19,794.20	0.00	19,794.20	92*0260558	92*0260558
48930	Capital Outlay Projects Fund	124.86	0.00	124.86	92*0260647	92*0260647
48948	Capital Outlay Projects Fund	2,910.73	0.00	2,910.73	92*0260713	92*0260714
48949	Capital Outlay Projects Fund	10,315.63	0.00	10,315.63	92*0260715	92*0260715
48977	Capital Outlay Projects Fund	0.00	0.00	0.00	92*0260798	92*0260799
48978	Capital Outlay Projects Fund	10,731.55	0.00	10,731.55	92*0260801	92*0260802
48991	Capital Outlay Projects Fund	271,885.10	0.00	271,885.10	92*0260840	92*0260841
Total Fund 41 Capital Outlay Projects Fu		<u>340,427.00</u>	<u>0.00</u>	<u>340,427.00</u>		

Check Registers Submitted for Approval
 Checks Written for Period 10/16/10 thru 11/05/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48794	Bond Fund, Measure E	10,152.91	0.00	10,152.91	92*0260074	92*0260077
48796	Bond Fund, Measure E	5,138.82	0.00	5,138.82	92*0260082	92*0260085
48798	Bond Fund, Measure E	8,845.25	0.00	8,845.25	92*0260087	92*0260088
48825	Bond Fund, Measure E	50,410.44	0.00	50,410.44	92*0260202	92*0260203
48826	Bond Fund, Measure E	11,524.49	0.00	11,524.49	92*0260204	92*0260205
48827	Bond Fund, Measure E	27,247.50	0.00	27,247.50	92*0260206	92*0260209
48850	Bond Fund, Measure E	3,164.94	0.00	3,164.94	92*0260287	92*0260288
48851	Bond Fund, Measure E	79,733.38	0.00	79,733.38	92*0260289	92*0260291
48862	Bond Fund, Measure E	102,112.57	0.00	102,112.57	92*0260342	92*0260343
48863	Bond Fund, Measure E	108,665.56	0.00	108,665.56	92*0260344	92*0260344
48879	Bond Fund, Measure E	252,030.00	0.00	252,030.00	92*0260398	92*0260403
48886	Bond Fund, Measure E	269.80	0.00	269.80	92*0260414	92*0260416
48887	Bond Fund, Measure E	9,000.00	0.00	9,000.00	92*0260417	92*0260417
48888	Bond Fund, Measure E	44,346.50	0.00	44,346.50	92*0260418	92*0260421
48909	Bond Fund, Measure E	108,287.49	0.00	108,287.49	92*0260555	92*0260555
48910	Bond Fund, Measure E	70,685.40	0.00	70,685.40	92*0260556	92*0260557
48943	Bond Fund, Measure E	29,393.90	0.00	29,393.90	92*0260701	92*0260704
48944	Bond Fund, Measure E	11,611.85	0.00	11,611.85	92*0260705	92*0260706
48945	Bond Fund, Measure E	60,023.48	0.00	60,023.48	92*0260707	92*0260708
48946	Bond Fund, Measure E	106,328.36	0.00	106,328.36	92*0260709	92*0260710
48947	Bond Fund, Measure E	37,722.38	0.00	37,722.38	92*0260711	92*0260712
48974	Bond Fund, Measure E	214,417.82	0.00	214,417.82	92*0260792	92*0260793
48975	Bond Fund, Measure E	66,561.30	0.00	66,561.30	92*0260794	92*0260795
48976	Bond Fund, Measure E	52,845.30	0.00	52,845.30	92*0260796	92*0260797
48977	Bond Fund, Measure E	208.80	0.00	208.80	92*0260800	92*0260800
48989	Bond Fund, Measure E	129,081.98	0.00	129,081.98	92*0260834	92*0260837
48990	Bond Fund, Measure E	112,350.00	0.00	112,350.00	92*0260838	92*0260839
49040	Bond Fund, Measure E	43,000.00	0.00	43,000.00	92*0261914	92*0261916
49041	Bond Fund, Measure E	9,397.57	0.00	9,397.57	92*0261917	92*0261917
49042	Bond Fund, Measure E	26,269.64	0.00	26,269.64	92*0261918	92*0261920
49134	Bond Fund, Measure E	8,483.10	0.00	8,483.10	92*0263846	92*0263848
49135	Bond Fund, Measure E	49,179.92	0.00	49,179.92	92*0263849	92*0263850
49136	Bond Fund, Measure E	25,059.00	0.00	25,059.00	92*0263851	92*0263851
49137	Bond Fund, Measure E	23,016.14	0.00	23,016.14	92*0263852	92*0263854
49138	Bond Fund, Measure E	358,528.74	0.00	358,528.74	92*0263855	92*0263857
Total Fund 42 Bond Fund, Measure E		2,255,094.33	0.00	2,255,094.33		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48880	Workers' Compensation Fund	78.99	0.00	78.99	92*0260404	92*0260404
48929	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0260646	92*0260646
48979	Workers' Compensation Fund	161.52	0.00	161.52	92*0260803	92*0260803
Total Fund 62 Workers' Compensation Fu		<u>2,078.01</u>	<u>0.00</u>	<u>2,078.01</u>		

48881	Student Financial Aid Fund	287.77	0.00	287.77	92*0260405	92*0260405
Total Fund 74 Student Financial Aid Fund		<u>287.77</u>	<u>0.00</u>	<u>287.77</u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,669,406.69
Total Fund 12 General Fund Restricted	415,498.73
Total Fund 33 Child Development Fund	227,352.25
Total Fund 41 Capital Outlay Projects Fund	340,427.00
Total Fund 42 Bond Fund, Measure E	2,255,094.33
Total Fund 62 Workers' Compensation Fund	2,078.01
Total Fund 74 Student Financial Aid Fund	287.77
Grand Total:	<u><u>6,910,144.78</u></u>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES

From 07 / 01 / 2010 To 10 / 31 / 2010
Board Meeting on 11 / 15 / 2010

FUND: 11 GENERAL FUND-UNRESTRICTED

BACKGROUND

The California Administration Code, Regulation 58307, requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Appropriation Account</u>		
5000	OPERATING EXPENSES & SERVICES		\$17,791
6000	CAPITAL OUTLAY		2,305
7900	CONTINGENCY OR RESERVE	\$9,075	
	Total appropriation	\$9,075	\$20,096
	<u>Revenue Account</u>		
8800	LOCAL REVENUE		\$11,021
	Total revenue		\$11,021

RECOMMENDATION

It is recommended the Board approve the budget adjustments as presented.

Board of Trustees
SUMMARY OF BUDGET INCREASES AND DECREASES
 7/1/2010 - 10/31/2010

Fund 11: General Fund Unrestricted

bc10pn1013z	10/13/2010	B006834	<u>Decreases</u>	<u>Increases</u>
5000	OPERATING EXPENSES AND SERVICES		0	17,791
7900	CONTINGENCY OR RESERVE		9,075	0
8800	LOCAL REVENUE		0	8,716
			<hr/>	<hr/>
			9,075	26,507

Reason: Adjustment
Description: Set up Stud Rep/surplus/conf

bc10pn1021f	10/21/2010	B006885	<u>Decreases</u>	<u>Increases</u>
6000	CAPITAL OUTLAY		0	2,305
8800	LOCAL REVENUE		0	2,305
			<hr/>	<hr/>
			0	4,610

Reason: Adjustment
Description: Appropriate library fines09/10

Summary by Major Object for Fund 11

		<u>Decreases</u>	<u>Increases</u>
5000	OPERATING EXPENSES AND SERVICES	0	17,791
6000	CAPITAL OUTLAY	0	2,305
7900	CONTINGENCY OR RESERVE	9,075	0
8800	LOCAL REVENUE	0	11,021
		<hr/>	<hr/>
		9,075	31,117

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES

From 07 / 01 / 2010 To 10 / 31 / 2010
Board Meeting on 11 / 15 / 2010

FUND: 12 GENERAL FUND-RESTRICTED

BACKGROUND

The California Administration Code, Regulation 58307, requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$753,675
2000	CLASSIFIED / OTHER NONACADEMIC		678,092
3000	EMPLOYEE BENEFITS		352,870
4000	SUPPLIES AND MATERIALS		72,808
5000	OPERATING EXPENSES & SERVICES		530,652
6000	CAPITAL OUTLAY		145,202
7000	OTHER OUTGO		11,022
	Total appropriation		\$2,544,321
	<u>Revenue Account</u>		
8100	FEDERAL REVENUE		\$2,393,853
8600	STATE REVENUE		100,000
8800	LOCAL REVENUE		50,468
	Total revenue		\$2,544,321

RECOMMENDATION

It is recommended the Board approve the budget adjustments as presented.

Fund 12: General Fund Restricted

bc10pn1012i	10/12/2010	B006806	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	3,438
3000	EMPLOYEE BENEFITS		0	470
4000	SUPPLIES AND MATERIALS		0	492
5000	OPERATING EXPENSES AND SERVICES		0	4,600
8800	LOCAL REVENUE		0	9,000
			<hr/>	<hr/>
			0	18,000

Reason: New Budget
Description: NEWB#3312 ARCHES LLPD

bc09pn1012j	10/12/2010	B006807	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	31,690
3000	EMPLOYEE BENEFITS		0	4,310
4000	SUPPLIES AND MATERIALS		0	1,000
5000	OPERATING EXPENSES AND SERVICES		0	3,000
8800	LOCAL REVENUE		0	40,000
			<hr/>	<hr/>
			0	80,000

Reason: New Budget
Description: NEWB#3239 ASPEN SAC/SCC

bc10pn1018e	10/18/2010	B006850	<u>Decreases</u>	<u>Increases</u>
4000	SUPPLIES AND MATERIALS		0	1,468
8800	LOCAL REVENUE		0	1,468
			<hr/>	<hr/>
			0	2,936

Reason: Adjustment
Description: F&P Arts material fees adjust

bc10pn1020a	10/20/2010	B006867	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	187,733
2000	CLASSIFIED/OTHER NONACADEMIC		0	271,096
3000	EMPLOYEE BENEFITS		0	92,728
4000	SUPPLIES AND MATERIALS		0	19,000
5000	OPERATING EXPENSES AND SERVICES		0	21,650
6000	CAPITAL OUTLAY		0	45,000
8100	FEDERAL REVENUE		0	637,207
			<hr/>	<hr/>
			0	1,274,414

Reason: New Budget
Description: NEWB#1675 Title V SCC HSI

Fund 12: General Fund Restricted

bc10pn1020m	10/20/2010	B006879	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	50,703
2000	CLASSIFIED/OTHER NONACADEMIC		0	118,383
3000	EMPLOYEE BENEFITS		0	54,548
4000	SUPPLIES AND MATERIALS		0	6,173
5000	OPERATING EXPENSES AND SERVICES		0	24,885
6000	CAPITAL OUTLAY		0	5,000
7000	OTHER OUTGO		0	2,000
8100	FEDERAL REVENUE		0	261,692
			<hr/>	<hr/>
			0	523,384

Reason: New Budget
Description: NEWB#1654 SSS III yr5

bc10pn1021b	10/21/2010	B006881	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	63,123
2000	CLASSIFIED/OTHER NONACADEMIC		0	75,857
3000	EMPLOYEE BENEFITS		0	47,863
4000	SUPPLIES AND MATERIALS		0	7,212
5000	OPERATING EXPENSES AND SERVICES		0	88,586
7000	OTHER OUTGO		0	9,022
8100	FEDERAL REVENUE		0	291,663
			<hr/>	<hr/>
			0	583,326

Reason: New Budget
Description: NEWB#1708 Upward Bound III yr4

bc10pn1021g	10/21/2010	B006886	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC		5,097	0
3000	EMPLOYEE BENEFITS		1,291	0
4000	SUPPLIES AND MATERIALS		0	6,116
5000	OPERATING EXPENSES AND SERVICES		0	1,403
8100	FEDERAL REVENUE		0	1,131
			<hr/>	<hr/>
			6,388	8,650

Reason: New Budget
Description: NEWB#1108 OEC WIA,ASE,GED

bc10pn1021h	10/21/2010	B006887	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	182,953
2000	CLASSIFIED/OTHER NONACADEMIC		0	92,668
3000	EMPLOYEE BENEFITS		0	41,737
4000	SUPPLIES AND MATERIALS		0	10,899
5000	OPERATING EXPENSES AND SERVICES		0	79,843
6000	CAPITAL OUTLAY		0	12,830
8100	FEDERAL REVENUE		0	420,930
			<hr/>	<hr/>
			0	841,860

Reason: New Budget
Description: NEWB#1102 SAC WIA,ABE,ESL

Fund 12: General Fund Restricted

bc10pn1022a	10/22/2010	B006890	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	115,443
2000	CLASSIFIED/OTHER NONACADEMIC		0	13,248
3000	EMPLOYEE BENEFITS		0	15,450
4000	SUPPLIES AND MATERIALS		6,331	0
5000	OPERATING EXPENSES AND SERVICES		0	53,931
8100	FEDERAL REVENUE		0	191,741
			6,331	389,813
Reason: New Budget				
Description: NEWB#1102 OEC WIA/ABE				

bc10pn1022b	10/22/2010	B006891	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	44,664
2000	CLASSIFIED/OTHER NONACADEMIC		0	30,574
3000	EMPLOYEE BENEFITS		0	20,587
4000	SUPPLIES AND MATERIALS		0	20,000
5000	OPERATING EXPENSES AND SERVICES		0	44,093
6000	CAPITAL OUTLAY		0	23,772
8100	FEDERAL REVENUE		0	183,690
			0	367,380
Reason: New Budget				
Description: NEWB#1106 OEC WIA EI Civics				

bc10pn1022c	10/22/2010	B006892	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	28,711
2000	CLASSIFIED/OTHER NONACADEMIC		0	117,355
3000	EMPLOYEE BENEFITS		0	72,732
4000	SUPPLIES AND MATERIALS		0	751
5000	OPERATING EXPENSES AND SERVICES		0	143,659
6000	CAPITAL OUTLAY		0	44,000
8100	FEDERAL REVENUE		0	407,208
			0	814,416
Reason: New Budget				
Description: NEWB#1106 CEC WIA/EI Civics				

bc10pn1022d	10/22/2010	B006893	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	41,168
2000	CLASSIFIED/OTHER NONACADEMIC		38,400	0
3000	EMPLOYEE BENEFITS		0	5,919
4000	SUPPLIES AND MATERIALS		2,054	0
5000	OPERATING EXPENSES AND SERVICES		0	4,730
8100	FEDERAL REVENUE		0	11,363
			40,454	63,180
Reason: New Budget				
Description: NEWB#1101 CEC WIA/ASE/GED				

Fund 12: General Fund Restricted

bc10pn1022e	10/22/2010	B006894	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	6,741
2000	CLASSIFIED/OTHER NONACADEMIC		19,682	0
3000	EMPLOYEE BENEFITS		10,487	0
4000	SUPPLIES AND MATERIALS		0	1,915
5000	OPERATING EXPENSES AND SERVICES		0	926
6000	CAPITAL OUTLAY		0	14,600
8100	FEDERAL REVENUE		5,987	0
			<hr/>	<hr/>
			36,156	24,182

Reason: New Budget
Description: NEWB#1109 CEC WIA/ASE/GED

bc10pn1025c	10/25/2010	B006897	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		2,692	0
2000	CLASSIFIED/OTHER NONACADEMIC		3,639	0
3000	EMPLOYEE BENEFITS		1,621	0
4000	SUPPLIES AND MATERIALS		0	1,167
8100	FEDERAL REVENUE		6,785	0
			<hr/>	<hr/>
			14,737	1,167

Reason: New Budget
Description: NEWB#1101 OEC WIA ASE/GED

bc10pn1028p	10/28/2010	B006930	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC		0	25,729
3000	EMPLOYEE BENEFITS		0	9,925
4000	SUPPLIES AND MATERIALS		0	5,000
5000	OPERATING EXPENSES AND SERVICES		0	59,346
8600	STATE REVENUE		0	100,000
			<hr/>	<hr/>
			0	200,000

Reason: New Budget
Description: NEWB#2262 BEC HUB

Summary by Major Object for Fund 12

	<u>Decreases</u>	<u>Increases</u>
1000 ACADEMIC SALARIES	0	753,675
2000 CLASSIFIED/OTHER NONACADEMIC	0	678,092
3000 EMPLOYEE BENEFITS	0	352,870
4000 SUPPLIES AND MATERIALS	0	72,808
5000 OPERATING EXPENSES AND SERVICES	0	530,652
6000 CAPITAL OUTLAY	0	145,202
7000 OTHER OUTGO	0	11,022
8100 FEDERAL REVENUE	0	2,393,853
8600 STATE REVENUE	0	100,000
8800 LOCAL REVENUE	0	50,468
	<hr/>	<hr/>
	0	5,088,642

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES

From 07 / 01 / 2010 To 10 / 31 / 2010
Board Meeting on 11 / 15 / 2010

FUND: 33 CHILD DEVELOPMENT FUND

BACKGROUND

The California Administration Code, Regulation 58307, requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Appropriation Account</u>		
6000	CAPITAL OUTLAY		\$106,650
7900	CONTINGENCY OR RESERVE	\$6,650	
	Total appropriation	\$6,650	\$106,650
	<u>Revenue Account</u>		
8100	FEDERAL REVENUE		\$33,333
8600	STATE REVENUE		66,667
	Total revenue		\$100,000

RECOMMENDATION

It is recommended the Board approve the budget adjustments as presented.

5.2 (8)

Fund 33: Child Development Fund

bc10pn1020h	10/20/2010	B006874	<u>Decreases</u>	<u>Increases</u>
6000	CAPITAL OUTLAY		0	39,983
7900	CONTINGENCY OR RESERVE		6,650	0
8100	FEDERAL REVENUE		0	33,333
			<hr/>	<hr/>
			6,650	73,316
Reason: New Budget				
Description: NEWB#1215 Child Dev ARRA				

bc10pn1020i	10/20/2010	B006875	<u>Decreases</u>	<u>Increases</u>
6000	CAPITAL OUTLAY		0	66,667
8600	STATE REVENUE		0	66,667
			<hr/>	<hr/>
			0	133,334
Reason: New Budget				
Description: NEWB#2115 Child Dev Fac Renov				

Summary by Major Object for Fund 33

		<u>Decreases</u>	<u>Increases</u>
6000	CAPITAL OUTLAY	0	106,650
7900	CONTINGENCY OR RESERVE	6,650	0
8100	FEDERAL REVENUE	0	33,333
8600	STATE REVENUE	0	66,667
		<hr/>	<hr/>
		6,650	206,650

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES

From 07 / 01 / 2010 To 10 / 31 / 2010
Board Meeting on 11 / 15 / 2010

FUND: 74 STUDENT FINANCIAL AID FUND

BACKGROUND

The California Administration Code, Regulation 58307, requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Appropriation Account</u>		
7000	OTHER OUTGO		\$40,000
	Total appropriation		\$40,000
	<u>Revenue Account</u>		
8100	FEDERAL REVENUE		\$40,000
	Total revenue		\$40,000

RECOMMENDATION

It is recommended the Board approve the budget adjustments as presented.

Board of Trustees
SUMMARY OF BUDGET INCREASES AND DECREASES
7/1/2010 - 10/31/2010

Fund 74: Student Financial Aid Fund

bc10pn1020m	10/20/2010	B006879	<u>Decreases</u>	<u>Increases</u>
7000	OTHER OUTGO		0	40,000
8100	FEDERAL REVENUE		0	40,000
			<hr/>	<hr/>
			0	80,000

Reason: New Budget
Description: NEWB#1654 SSS III yr5

Summary by Major Object for Fund 74

		<u>Decreases</u>	<u>Increases</u>
7000	OTHER OUTGO	0	40,000
8100	FEDERAL REVENUE	0	40,000
		<hr/>	<hr/>
		0	80,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 07 / 01 / 2010 To 10 / 31 / 2010

Board Meeting on 11 / 15 / 2010

FUND: 11 GENERAL FUND-UNRESTRICTED

BACKGROUND

The California Administration Code, Regulation 58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object</u> <u>Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
2000	CLASSIFIED / OTHER NONACADEMIC	\$24,985	
3000	EMPLOYEE BENEFITS		\$62,166
4000	SUPPLIES AND MATERIALS		3,690
5000	OPERATING EXPENSES AND SERVICES	17,779	
6000	CAPITAL OUTLAY	23,092	
	Total Transfer	\$65,856	\$65,856

RECOMMENDATION

It is recommended the Board approve the budget transfers as presented.

5.2 (12)

Fund 11: General Fund Unrestricted

bc10pn1013i	10/13/2010	B006818	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		0	400
5000	OPERATING EXPENSES AND SERVICES		400	0
			<hr/>	<hr/>
			400	400
Reason:	Adjustment			
Description:	SAC accreditation supplies			
bc10pn1013i	10/13/2010	B006821	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		200	0
5000	OPERATING EXPENSES AND SERVICES		0	200
			<hr/>	<hr/>
			200	200
Reason:	Adjustment			
Description:	SAC OTA mbrshp CA Occ Therapy			
bc10pn1013n	10/13/2010	B006823	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		1,000	0
6000	CAPITAL OUTLAY		0	1,000
			<hr/>	<hr/>
			1,000	1,000
Reason:	Adjustment			
Description:	SCC maintenance tools			
bc10pn1013p	10/13/2010	B006824	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		0	900
5000	OPERATING EXPENSES AND SERVICES		900	0
			<hr/>	<hr/>
			900	900
Reason:	Adjustment			
Description:	SAC classrm function locksets			
bc10pn1013r	10/13/2010	B006826	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		0	2,000
5000	OPERATING EXPENSES AND SERVICES		2,000	0
			<hr/>	<hr/>
			2,000	2,000
Reason:	Adjustment			
Description:	SAC M&O custodial parts			
bc10pn1013w	10/13/2010	B006831	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		0	25,892
6000	CAPITAL OUTLAY		25,892	0
			<hr/>	<hr/>
			25,892	25,892
Reason:	Adjustment			
Description:	SAC baseball field renov/repr			
BC10KT101510A	10/15/2010	B006845	<u>From</u>	<u>To</u>
3000	EMPLOYEE BENEFITS		0	5,617
5000	OPERATING EXPENSES AND SERVICES		5,617	0
			<hr/>	<hr/>
			5,617	5,617
Reason:	Adjustment			
Description:	Fund Chancellor's 3915/5930			

Fund 11: General Fund Unrestricted

bc10pn1018d	10/18/2010	B006849	From	To
3000	EMPLOYEE BENEFITS		0	31,564
5000	OPERATING EXPENSES AND SERVICES		31,564	0
			<hr/>	<hr/>
			31,564	31,564
Reason:	Adjustment			
Description:	Fund Mozaffari, Leila benefits			
bc10pn1019c	10/19/2010	B006857	From	To
4000	SUPPLIES AND MATERIALS		500	0
5000	OPERATING EXPENSES AND SERVICES		0	500
			<hr/>	<hr/>
			500	500
Reason:	Adjustment			
Description:	SAC Rideshre park permits AQMD			
bc10pn1019g	10/19/2010	B006861	From	To
4000	SUPPLIES AND MATERIALS		126	0
5000	OPERATING EXPENSES AND SERVICES		0	126
			<hr/>	<hr/>
			126	126
Reason:	Adjustment			
Description:	SAC Hum Svcs QS/1 annual maint			
bc10pn1019l	10/19/2010	B006866	From	To
2000	CLASSIFIED/OTHER NONACADEMIC		24,985	0
3000	EMPLOYEE BENEFITS		0	24,985
			<hr/>	<hr/>
			24,985	24,985
Reason:	Adjustment			
Description:	SAC new clerk salary/bene			
bc10pn1020c	10/20/2010	B006869	From	To
5000	OPERATING EXPENSES AND SERVICES		0	200
6000	CAPITAL OUTLAY		200	0
			<hr/>	<hr/>
			200	200
Reason:	Adjustment			
Description:	Risk Mgmt radio repair			
bc10pn1021c	10/21/2010	B006882	From	To
4000	SUPPLIES AND MATERIALS		684	0
5000	OPERATING EXPENSES AND SERVICES		0	684
			<hr/>	<hr/>
			684	684
Reason:	Adjustment			
Description:	SCC Libry Voyager maint contr			

Fund 11: General Fund Unrestricted

bc10pn1028i	10/28/2010	B006924	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		0	2,000
5000	OPERATING EXPENSES AND SERVICES		4,000	0
6000	CAPITAL OUTLAY		0	2,000
			<hr/>	<hr/>
			4,000	4,000
Reason:	Adjustment			
Description:	SAC HVAC/transportation			

bc10pn1028k	10/28/2010	B006926	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		100	0
5000	OPERATING EXPENSES AND SERVICES		0	100
			<hr/>	<hr/>
			100	100
Reason:	Adjustment			
Description:	SAC Adm Svcs printing exps			

Summary by Major Object for Fund 11

		<u>From</u>	<u>To</u>
2000	CLASSIFIED/OTHER NONACADEMIC	24,985	0
3000	EMPLOYEE BENEFITS	0	62,166
4000	SUPPLIES AND MATERIALS	0	3,690
5000	OPERATING EXPENSES AND SERVICES	17,779	0
6000	CAPITAL OUTLAY	23,092	0
		<hr/>	<hr/>
		65,856	65,856

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

**From 07 / 01 / 2010 To 10 / 31 / 2010
Board Meeting on 11 / 15 / 2010**

FUND: 12 GENERAL FUND-RESTRICTED

BACKGROUND

The California Administration Code, Regulation 58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object</u> <u>Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$13,852
2000	CLASSIFIED / OTHER NONACADEMIC		22,700
3000	EMPLOYEE BENEFITS		26,778
4000	SUPPLIES AND MATERIALS		18,561
5000	OPERATING EXPENSES AND SERVICES	\$96,187	
6000	CAPITAL OUTLAY		6,302
7000	OTHER OUTGO		7,994
	Total Transfer	\$96,187	\$96,187

RECOMMENDATION

It is recommended the Board approve the budget transfers as presented.

Fund 12: General Fund Restricted

bc09pn726l	7/26/2010	B006666	<u>From</u>	<u>To</u>
2000	CLASSIFIED/OTHER NONACADEMIC		117	0
3000	EMPLOYEE BENEFITS		70	0
4000	SUPPLIES AND MATERIALS		0	258
5000	OPERATING EXPENSES AND SERVICES		71	0
			258	258

Reason: Special Project Adjustment
Description: OEC fund object#4610

bc09pn726t	7/26/2010	B006677	<u>From</u>	<u>To</u>
2000	CLASSIFIED/OTHER NONACADEMIC		0	117
3000	EMPLOYEE BENEFITS		0	70
4000	SUPPLIES AND MATERIALS		258	0
5000	OPERATING EXPENSES AND SERVICES		0	71
			258	258

Reason: Special Project Adjustment
Description: Correct B006666

bc09pn809e	8/9/2010	B006766	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES		0	2,261
2000	CLASSIFIED/OTHER NONACADEMIC		2,922	0
3000	EMPLOYEE BENEFITS		0	661
			2,922	2,922

Reason: Special Project Adjustment
Description: SP#3710 SJH Trng COB neg bal

bc10pn1012b	10/12/2010	B006799	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES		2,441	0
2000	CLASSIFIED/OTHER NONACADEMIC		0	2,060
5000	OPERATING EXPENSES AND SERVICES		0	200
6000	CAPITAL OUTLAY		0	181
			2,441	2,441

Reason: Special Project Adjustment
Description: SCC Title III neg bal/invoices

bc10pn1012c	10/12/2010	B006800	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		500	0
5000	OPERATING EXPENSES AND SERVICES		0	500
			500	500

Reason: Special Project Adjustment
Description: SAC Counseling PTSP conf exps

bc10pn1012d	10/12/2010	B006801	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		710	0
6000	CAPITAL OUTLAY		0	710
			710	710

Reason: Special Project Adjustment
Description: SAC F&P Arts Dell invoices

Fund 12: General Fund Restricted

bc10pn1012k		10/12/2010	B006808	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			0	448
2000	CLASSIFIED/OTHER NONACADEMIC			568	0
3000	EMPLOYEE BENEFITS			2,765	0
4000	SUPPLIES AND MATERIALS			0	1,277
5000	OPERATING EXPENSES AND SERVICES			1,392	0
6000	CAPITAL OUTLAY			0	3,000
				4,725	4,725

Reason: Special Project Adjustment
Description: SP#1653 SSS III yr4 COB

bc10pn1013c		10/13/2010	B006812	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS			0	500
5000	OPERATING EXPENSES AND SERVICES			500	0
				500	500

Reason: Special Project Adjustment
Description: SAC Career Ed food/food svc

bc09pn1013d		10/13/2010	B006813	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES			708	0
6000	CAPITAL OUTLAY			0	708
				708	708

Reason: Special Project Adjustment
Description: SP#1805 VTEA Digi Media equip

bc10pn1013e		10/13/2010	B006814	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			14,247	0
5000	OPERATING EXPENSES AND SERVICES			0	720
7000	OTHER OUTGO			0	13,527
				14,247	14,247

Reason: Special Project Adjustment
Description: SCC book/CCCEOPSA conf

bc10pn1013f		10/13/2010	B006815	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES			0	708
6000	CAPITAL OUTLAY			708	0
				708	708

Reason: Special Project Adjustment
Description: Rev B006813; incorr Fund Tr#

bc10pn1013g		10/13/2010	B006816	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES			708	0
6000	CAPITAL OUTLAY			0	708
				708	708

Reason: Special Project Adjustment
Description: Corr B006813, SP#1805 VTEA

Fund 12: General Fund Restricted

bc10pn1013m		10/13/2010	B006822	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			376	0
3000	EMPLOYEE BENEFITS			0	6
5000	OPERATING EXPENSES AND SERVICES			0	370
				<hr/>	<hr/>
				376	376

Reason: Adjustment
Description: 4% indirect/GIS curric tax-ben

bc10pn1013t		10/13/2010	B006828	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			0	6,000
3000	EMPLOYEE BENEFITS			0	829
5000	OPERATING EXPENSES AND SERVICES			6,829	0
				<hr/>	<hr/>
				6,829	6,829

Reason: Special Project Adjustment
Description: SP#2041 BSI SCC PT/conference

bc10pn1013x		10/13/2010	B006832	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS			0	467
5000	OPERATING EXPENSES AND SERVICES			467	0
				<hr/>	<hr/>
				467	467

Reason: Special Project Adjustment
Description: SAC SCE invoice

bc10pn1018c		10/18/2010	B006848	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS			586	0
5000	OPERATING EXPENSES AND SERVICES			0	586
				<hr/>	<hr/>
				586	586

Reason: Special Project Adjustment
Description: Corr Indirect Rate CTE III

bc10pn1018f		10/18/2010	B006851	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS			0	2,000
5000	OPERATING EXPENSES AND SERVICES			2,000	0
				<hr/>	<hr/>
				2,000	2,000

Reason: Special Project Adjustment
Description: SAC DSPS equip, instr supplies

BC10KT101810A		10/18/2010	B006854	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS			500	0
5000	OPERATING EXPENSES AND SERVICES			0	1,092
6000	CAPITAL OUTLAY			592	0
				<hr/>	<hr/>
				1,092	1,092

Reason: Special Project Adjustment
Description: Fund object 5940 sp 1226

Fund 12: General Fund Restricted

bc10pn1019b	10/19/2010	B006856	From	To
4000	SUPPLIES AND MATERIALS		0	8,001
5000	OPERATING EXPENSES AND SERVICES		8,001	0
			<hr/>	<hr/>
			8,001	8,001
Reason:	Special Project Adjustment			
Description:	SAC DSPS Xerox/Hlth med suppl			
bc10pn1019e	10/19/2010	B006859	From	To
5000	OPERATING EXPENSES AND SERVICES		254	0
6000	CAPITAL OUTLAY		0	254
			<hr/>	<hr/>
			254	254
Reason:	Special Project Adjustment			
Description:	SAC library books			
bc10pn1019k	10/19/2010	B006865	From	To
1000	ACADEMIC SALARIES		1,720	0
5000	OPERATING EXPENSES AND SERVICES		0	63
6000	CAPITAL OUTLAY		0	1,657
			<hr/>	<hr/>
			1,720	1,720
Reason:	Special Project Adjustment			
Description:	SAC Bus Div OCPA mbrshp/PC			
bc10pn1020b	10/20/2010	B006868	From	To
2000	CLASSIFIED/OTHER NONACADEMIC		0	26,010
3000	EMPLOYEE BENEFITS		0	8,990
5000	OPERATING EXPENSES AND SERVICES		35,000	0
			<hr/>	<hr/>
			35,000	35,000
Reason:	Special Project Adjustment			
Description:	COB#2283 YEP Statewide Adm			
bc10pn1020d	10/20/2010	B006870	From	To
1000	ACADEMIC SALARIES		0	523
2000	CLASSIFIED/OTHER NONACADEMIC		865	0
3000	EMPLOYEE BENEFITS		0	1,165
4000	SUPPLIES AND MATERIALS		0	8,529
5000	OPERATING EXPENSES AND SERVICES		9,352	0
			<hr/>	<hr/>
			10,217	10,217
Reason:	Carry Over Budget			
Description:	COB#1207 CAMP SCC yr3			
bc10pn1020f	10/20/2010	B006872	From	To
3000	EMPLOYEE BENEFITS		0	1,466
5000	OPERATING EXPENSES AND SERVICES		1,466	0
			<hr/>	<hr/>
			1,466	1,466
Reason:	Special Project Adjustment			
Description:	SAC summer assign benefits			

Fund 12: General Fund Restricted

bc10pn1021i	10/21/2010	B006888	From	To
5000	OPERATING EXPENSES AND SERVICES		0	546
6000	CAPITAL OUTLAY		546	0
			<hr/>	<hr/>
			546	546
Reason:	Special Project Adjustment			
Description:	SAC TV/Video F&P Arts purchase			
bc10pn1025e	10/25/2010	B006899	From	To
1000	ACADEMIC SALARIES		200	0
5000	OPERATING EXPENSES AND SERVICES		0	200
			<hr/>	<hr/>
			200	200
Reason:	Special Project Adjustment			
Description:	SAC Nursing mileage reimburse			
bc10pn1025f	10/25/2010	B006900	From	To
4000	SUPPLIES AND MATERIALS		0	1,000
7000	OTHER OUTGO		1,000	0
			<hr/>	<hr/>
			1,000	1,000
Reason:	Special Project Adjustment			
Description:	SAC EOPS/YESS add'l exps			
bc10pn1025h	10/25/2010	B006902	From	To
4000	SUPPLIES AND MATERIALS		930	0
6000	CAPITAL OUTLAY		0	930
			<hr/>	<hr/>
			930	930
Reason:	Special Project Adjustment			
Description:	SCC Bus/CTE equipment			
bc10pn1025i	10/25/2010	B006903	From	To
2000	CLASSIFIED/OTHER NONACADEMIC		4,354	0
3000	EMPLOYEE BENEFITS		0	4,354
			<hr/>	<hr/>
			4,354	4,354
Reason:	Special Project Adjustment			
Description:	Adm Svcs VTEA emp benefits			
bc10pn1026b	10/26/2010	B006913	From	To
4000	SUPPLIES AND MATERIALS		118	0
5000	OPERATING EXPENSES AND SERVICES		0	118
			<hr/>	<hr/>
			118	118
Reason:	Special Project Adjustment			
Description:	SAC SCE printing charges			
bc10pn1028b	10/28/2010	B006917	From	To
4000	SUPPLIES AND MATERIALS		0	1,000
5000	OPERATING EXPENSES AND SERVICES		1,000	0
			<hr/>	<hr/>
			1,000	1,000
Reason:	Adjustment			
Description:	SCC Health vaccine add'l exp			

Fund 12: General Fund Restricted

bc10pn1028c		10/28/2010	B006918	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			1,347	0
3000	EMPLOYEE BENEFITS			0	1,347
				<hr/>	<hr/>
				1,347	1,347

Reason: Special Project Adjustment
Description: SAC SCE to appropriate accts

bc10pn1028d		10/28/2010	B006919	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			0	12,732
2000	CLASSIFIED/OTHER NONACADEMIC			3,533	0
3000	EMPLOYEE BENEFITS			0	2,544
4000	SUPPLIES AND MATERIALS			579	0
5000	OPERATING EXPENSES AND SERVICES			6,631	0
7000	OTHER OUTGO			4,533	0
				<hr/>	<hr/>
				15,276	15,276

Reason: Special Project Adjustment
Description: Rev COB#1707 UB III yr3

bc10pn1028e		10/28/2010	B006920	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			0	11,585
3000	EMPLOYEE BENEFITS			0	4,123
5000	OPERATING EXPENSES AND SERVICES			15,708	0
				<hr/>	<hr/>
				15,708	15,708

Reason: Special Project Adjustment
Description: SAC Basic Skills(Credit)salary

bc10pn1028m		10/28/2010	B006928	<u>From</u>	<u>To</u>
2000	CLASSIFIED/OTHER NONACADEMIC			0	6,872
3000	EMPLOYEE BENEFITS			0	3,967
5000	OPERATING EXPENSES AND SERVICES			10,839	0
				<hr/>	<hr/>
				10,839	10,839

Reason: Special Project Adjustment
Description: SAC Counsel 9 mos.18% sal/ben

bc10pn1028q		10/28/2010	B006931	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS			1,000	0
5000	OPERATING EXPENSES AND SERVICES			0	1,000
				<hr/>	<hr/>
				1,000	1,000

Reason: Special Project Adjustment
Description: SAC SCE expenditures

bc10kt102910b		10/29/2010	B006934	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			0	634
3000	EMPLOYEE BENEFITS			0	91
5000	OPERATING EXPENSES AND SERVICES			725	0
				<hr/>	<hr/>
				725	725

Reason: Special Project Adjustment
Description: Cover Amanda Romero's payroll

Summary by Major Object for Fund 12

	<u>From</u>	<u>To</u>
1000 ACADEMIC SALARIES	0	13,852
2000 CLASSIFIED/OTHER NONACADEMIC	0	22,700
3000 EMPLOYEE BENEFITS	0	26,778
4000 SUPPLIES AND MATERIALS	0	18,561
5000 OPERATING EXPENSES AND SERVICES	96,187	0
6000 CAPITAL OUTLAY	0	6,302
7000 OTHER OUTGO	0	7,994
	<hr/>	<hr/>
	96,187	96,187

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 07 / 01 / 2010 To 10 / 31 / 2010

Board Meeting on 11 / 15 / 2010

FUND: 33 CHILD DEVELOPMENT FUND

BACKGROUND

The California Administration Code, Regulation 58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object</u> <u>Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$15
2000	CLASSIFIED / OTHER NONACADEMIC	\$3,904	
3000	EMPLOYEE BENEFITS	640	
4000	SUPPLIES AND MATERIALS		4,380
5000	OPERATING EXPENSES AND SERVICES	390	
6000	CAPITAL OUTLAY		539
	Total Transfer	\$4,934	\$4,934

RECOMMENDATION

It is recommended the Board approve the budget transfers as presented.

Fund 33: Child Development Fund

bc10pn1013b	10/13/2010	B006811	From	To
1000	ACADEMIC SALARIES		0	48
2000	CLASSIFIED/OTHER NONACADEMIC		2,987	0
3000	EMPLOYEE BENEFITS		640	0
4000	SUPPLIES AND MATERIALS		0	3,449
5000	OPERATING EXPENSES AND SERVICES		0	130
			<hr/>	<hr/>
			3,627	3,627

Reason: Special Project Adjustment
Description: Reset COB#1261 Net Hlthy CA

bc10pn1013s	10/13/2010	B006827	From	To
1000	ACADEMIC SALARIES		33	0
2000	CLASSIFIED/OTHER NONACADEMIC		0	33
			<hr/>	<hr/>
			33	33

Reason: Special Project Adjustment
Description: CDS employee OT

bc10pn1013y	10/13/2010	B006833	From	To
4000	SUPPLIES AND MATERIALS		0	52
6000	CAPITAL OUTLAY		52	0
			<hr/>	<hr/>
			52	52

Reason: Special Project Adjustment
Description: CDS Jay's Catering

bc10pn1019f	10/19/2010	B006860	From	To
4000	SUPPLIES AND MATERIALS		0	15
6000	CAPITAL OUTLAY		15	0
			<hr/>	<hr/>
			15	15

Reason: Special Project Adjustment
Description: CDS final purchases

bc10pn1019h	10/19/2010	B006862	From	To
4000	SUPPLIES AND MATERIALS		0	2,500
5000	OPERATING EXPENSES AND SERVICES		2,500	0
			<hr/>	<hr/>
			2,500	2,500

Reason: Special Project Adjustment
Description: CDS EHS staff/ptnrs wrkg lunch

bc10pn1020g	10/20/2010	B006873	From	To
4000	SUPPLIES AND MATERIALS		0	15
5000	OPERATING EXPENSES AND SERVICES		7	0
6000	CAPITAL OUTLAY		8	0
			<hr/>	<hr/>
			15	15

Reason: Special Project Adjustment
Description: CDS American Red Cross

Fund 33: Child Development Fund

bc10pn1025j	10/25/2010	B006904	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		84	0
5000	OPERATING EXPENSES AND SERVICES		0	84
			<hr/>	<hr/>
			84	84
Reason:	Special Project Adjustment			
Description:	CDS "We Do Graphics" bill			
bc10pn1025k	10/25/2010	B006905	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		48	0
5000	OPERATING EXPENSES AND SERVICES		0	48
			<hr/>	<hr/>
			48	48
Reason:	Special Project Adjustment			
Description:	CDS SAC ECEC grand opening			
bc10pn1025l	10/25/2010	B006906	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		0	475
5000	OPERATING EXPENSES AND SERVICES		475	0
			<hr/>	<hr/>
			475	475
Reason:	Special Project Adjustment			
Description:	CDS Audio Resource bill			
bc10pn1025m	10/25/2010	B006907	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		0	336
6000	CAPITAL OUTLAY		336	0
			<hr/>	<hr/>
			336	336
Reason:	Special Project Adjustment			
Description:	CDS Audio Resource bill			
bc10pn1025n	10/25/2010	B006908	<u>From</u>	<u>To</u>
2000	CLASSIFIED/OTHER NONACADEMIC		950	0
6000	CAPITAL OUTLAY		0	950
			<hr/>	<hr/>
			950	950
Reason:	Special Project Adjustment			
Description:	CDS moving expenses			
bc10pn1028h	10/28/2010	B006923	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		2,330	0
5000	OPERATING EXPENSES AND SERVICES		0	2,330
			<hr/>	<hr/>
			2,330	2,330
Reason:	Special Project Adjustment			
Description:	CDS Care Control annual maint			

Summary by Major Object for Fund 33

	<u>From</u>	<u>To</u>
1000 ACADEMIC SALARIES	0	15
2000 CLASSIFIED/OTHER NONACADEMIC	3,904	0
3000 EMPLOYEE BENEFITS	640	0
4000 SUPPLIES AND MATERIALS	0	4,380
5000 OPERATING EXPENSES AND SERVICES	390	0
6000 CAPITAL OUTLAY	0	539
	<hr/> 4,934	<hr/> 4,934

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

**From 07/01/2010 To 10/31/2010
Board Meeting on 11/15/2010**

FUND: 41 CAPITAL OUTLAY PROJECTS FUND

BACKGROUND

The California Administration Code, Regulation 58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
5000	OPERATING EXPENSES AND SERVICES		\$65,000
7900	CONTINGENCY OR RESERVE	\$65,000	
	Total Transfer	\$65,000	\$65,000

RECOMMENDATION

It is recommended the Board approve the budget transfers as presented.

Fund 41: Capital Outlay Projects Fund

bc10pn1013a		10/13/2010	B006810	<u>From</u>	<u>To</u>
6000	CAPITAL OUTLAY			0	211,910
7900	CONTINGENCY OR RESERVE			211,910	0
				<hr/>	<hr/>
				211,910	211,910
Reason:		Special Project Adjustment			
Description:		SP#3026 SCC Sci/Math Bldg			

bc10pn1018a		10/18/2010	B006846	<u>From</u>	<u>To</u>
6000	CAPITAL OUTLAY			211,910	0
7900	CONTINGENCY OR RESERVE			0	211,910
				<hr/>	<hr/>
				211,910	211,910
Reason:		Special Project Adjustment			
Description:		Rev B006810:corr to chg order			

bc10pn1025r		10/25/2010	B006911	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES			0	65,000
7900	CONTINGENCY OR RESERVE			65,000	0
				<hr/>	<hr/>
				65,000	65,000
Reason:		Special Project Adjustment			
Description:		Redev consult-Dolinka Gr.			

<u>Summary by Major Object for Fund 41</u>			<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		0	65,000
7900	CONTINGENCY OR RESERVE		65,000	0
			<hr/>	<hr/>
			65,000	65,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

**From 07 / 01 / 2010 To 10 / 31 / 2010
Board Meeting on 11 / 15 / 2010**

FUND: 42 BOND FUND, MEASURE E

BACKGROUND

The California Administration Code, Regulation 58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object, for each fund.

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
6000	CAPITAL OUTLAY		\$85,000
7900	CONTINGENCY OR RESERVE	\$85,000	
	Total Transfer	\$85,000	\$85,000

RECOMMENDATION

It is recommended the Board approve the budget transfers as presented.

Fund 42: Bond Fund, Measure E

bc10pn1014a	10/14/2010	B006838	<u>From</u>	<u>To</u>
6000	CAPITAL OUTLAY		0	50,000
7900	CONTINGENCY OR RESERVE		50,000	0
			50,000	50,000
Reason:	Special Project Adjustment			
Description:	Arch svcs/SAC CDC reloc			

bc10pn1014f	10/14/2010	B006843	<u>From</u>	<u>To</u>
6000	CAPITAL OUTLAY		0	35,000
7900	CONTINGENCY OR RESERVE		35,000	0
			35,000	35,000
Reason:	Special Project Adjustment			
Description:	Fund 42 negative balances			

Summary by Major Object for Fund 42

		<u>From</u>	<u>To</u>
6000	CAPITAL OUTLAY	0	85,000
7900	CONTINGENCY OR RESERVE	85,000	0
		85,000	85,000

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

To: Board of Trustees	Date: November 15, 2010
Re: Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended September 30, 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 first quarter in fiscal year 2010-11 ended September 30, 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 three months covered in this report, the District has recognized 7.3% of budgeted revenues and other financing sources and 19.8% of budgeted expenditures and other outgo in the unrestricted General Fund. Due to the lateness of the state budget enactment, the apportionment was withheld by the state for the first four months of 2010-11.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending September 30, 2010 as presented.

Fiscal Impact: Not applicable	Board Date: November 15, 2010
Prepared by: Noemi M. Kanouse, Assistant Vice Chancellor, Fiscal Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

California Community Colleges
QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q
 Fiscal Year 2010-2011

District: (870) Rancho Santiago Community College

Quarter Ended: September 30, 2010

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

As of June 30 for fiscal year specified.

	FY 2007-08 Actual	FY 2008-09 Actual	FY 2009-10 Actual	FY 2010-11 Projected
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	148,396,127	147,790,705	147,237,880	135,214,028
Other Financing Sources (Objects 8900)	24,803	16,237	18,428	16,500
Total Unrestricted Revenues	148,420,930	147,806,942	147,256,308	135,230,528
Expenditures:				
(Objects 1000-6000)	154,228,868	146,044,061	130,775,432	141,978,773
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,756,793	832,530	1,667,613	1,521,041
Total Unrestricted Expenditures	156,985,661	146,876,591	132,443,045	143,499,814
Revenues Over(Under) Expenditures	-8,564,731	930,351	14,813,263	-8,269,286
Fund Balance, Beginning	24,041,478	15,476,747	16,566,608	31,418,493
Prior Year Adjustments + (-)	0	159,510	38,622	0
Adjusted Fund Balance, Beginning	24,041,478	15,636,257	16,605,230	15,902,701
Fund Balance, Ending	15,476,747	16,566,608	31,418,493	23,149,207
% of GF Balance to GF Expenditures	9.9%	11.3%	23.7%	16.1%

II. Annualized Attendance FTES:

Annualized FTES	2007-08	2008-09	2009-10	2010-11
(Excluding apprentices and non-residents)	32,840	34,310	30,564	30,255

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

	As of the specified quarter ended for each fiscal year presented			
	2007-08	2008-09	2009-10	2010-11
General Fund Cash Balance (Excluding Borrowed Funds)	14,241,538	1,070,721	32,802,676	13,428,483

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

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	135,214,028	135,214,028	9,893,983	7.3%
Other Financing Sources (Objects 8900)	16,500	16,500	260	1.6%
Total Unrestricted Revenues	135,230,528	135,230,528	9,894,243	7.3%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	141,978,773	141,978,773	28,378,645	20.0%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,521,041	1,521,041	0	0.0%
Total Unrestricted Expenditures	143,499,814	143,499,814	28,378,645	19.8%
Revenues Over(Under) Expenditures	(8,269,286)	(8,269,286)	(18,484,402)	
Adjusted Fund Balance, Beginning	31,418,493	31,418,493	31,418,493	
Fund Balance, Ending	23,149,207	23,149,207	12,934,091	
% of UGF Fund Balance to UGF Expenditures	16.1%	16.1%		

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

SALARIES

Contract Period Settled (Specify)	Management		Academic**		Classified/Confidential	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
Year 1						
Year 2						
Year 3						

*As specified in Collective Bargaining Agreement.

BENEFITS

Contract Period Settled (Specify)	Management		Academic		Classified/Confidential	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	
Year 1						
Year 2						
Year 3						

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:

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

YES NO

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

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

YES NO

Next Year? YES NO

CERTIFICATION

Rancho Santiago Community College District

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

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

District Chief Business Officer Date

District Chief Executive Officer Date

Quarter Ended: September 30, 2010

Governing Board Meeting Date: November 15, 2010

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

To:	Board of Trustees	Date: November 15, 2010
Re:	Quarterly Investment Report as of September 30, 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 September 30, 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 September 30, 2010 for all District funds; (2) excerpts from the Orange County Treasurer's "Management Report" for the period ended September 30, 2010, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending September 30, 2010.

All investments for the quarter ended September 30, 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 September 30, 2010 is presented as information.

Fiscal Impact:	None	Board Date: November 15, 2010
Prepared by:	Noemi M. Kanouse, Assistant Vice Chancellor Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodriguez, Chancellor	

Rancho Santiago Community College district
Statement of Cash
September 30, 2010

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	114,868,088	0.87%	July-Sept	61.30%
Bond Sinking Funds	10,007,057	0.87%	July-Sept	5.34%
All Other Funds	61,903,608	0.87%	July-Sept	33.04%
Local Agency Investment Fund (LAIF)	148,531	0.51%	July-Sept	0.08%
Revolving Fund, Refundable Deposits and Cash in Banks	455,450	0.00%	July-Sept	0.24%
	<u>187,382,734</u>			<u>100.00%</u>

Rancho Santiago Community College District

Cash Position
September 30, 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	LAIJ 9150	Fund Total
General Fund (11 & 12)	1 11/12	13,048,033				280,450	100,000			13,428,483
Child Development Fund	12 33	190,514								190,514
Bond Fund Measure E	22 42	114,868,088								114,868,088
Bond Int & Red Fund	31 21				4,322,758					4,322,758
Bond Int & Red Fund	32 22				3,850,658					3,850,658
Bond Int & Red Fund	33 23				1,833,641					1,833,641
Capital Outlay Projects Fund	40 41	17,153,619								17,153,619
Workers' Compensation Fund	68 62	4,262,403						50,000		4,312,403
Property and Liability Fund	70 61	571,737						25,000		596,737
Retiree Benefits Fund	71 63	26,362,541							148,531	26,511,072
Student Financial Aid	74 74	(141,536)	64,693	391,603						314,760
Totals		176,315,400	64,693	391,603	10,007,057	280,450	100,000	75,000	148,531	187,382,734



October 15, 2010

County of Orange
California

Robert J. Franz
Chief Financial Officer

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

FROM: Robert Franz
Chief Financial Officer

SUBJECT: Treasurer's Management Report for Month ended September 30, 2010

Attached please find the Treasurer's Management Report for the County of Orange for the month ended September 30, 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.

CHIEF FINANCIAL OFFICER'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 September 30, 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 June 2010 and July 2010 interest apportionments. We anticipate posting the June 2010 and July 2010 interest apportionments to participants' cash accounts in the County general ledger by approximately October 4 and October 18, 2010 respectively.

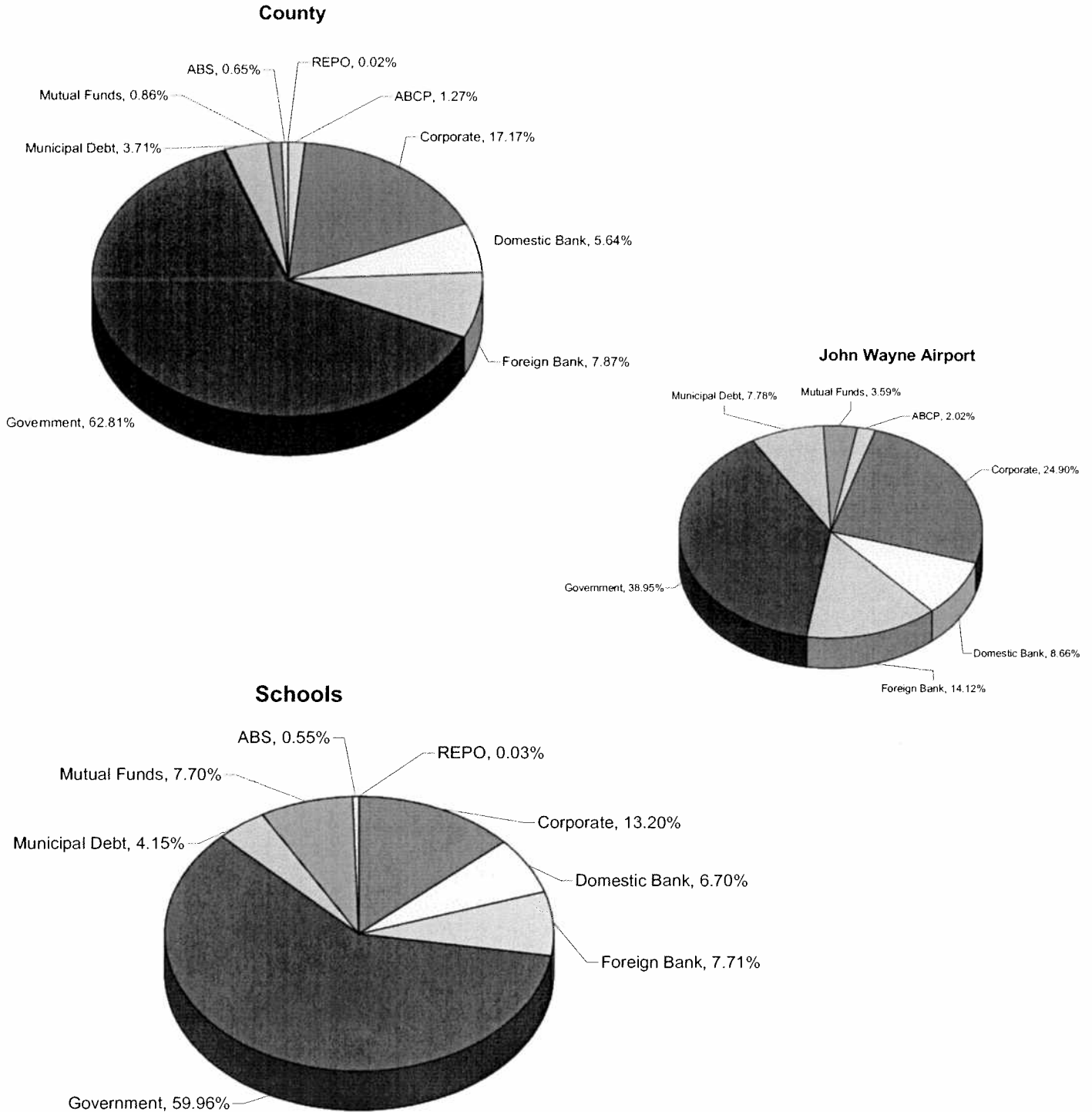
County Executive Office
333 W. Santa Ana Blvd
Third Floor
Santa Ana, California
92701-4062

Tel: (714) 834-4304
Fax: (714) 834-3555
Web: www.ocgov.com

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 Funds (Exhibit 1)

EXHIBIT 1: Investment Pool Composition



MARKET OBSERVATIONS

Market participants seem to be waiting for three events to take place prior to the economy rebounding: a decrease in the unemployment level, increased lending from banks and an acceleration in home building. Neither of the first two lend themselves to easy analysis, however we can draw some conclusions about the pace of home building.

Current housing starts are averaging around 600k units per year. The Census Bureau estimates new household formation is running at 1.1 million each year and Congressional Budget Office analysis put the replacement level at 300k per year (due to destruction or dilapidation of existing homes). So, current housing starts less replacement level gives us a net housing starts number of 300k. Subtract this number from the household formation number and we are left with demand for about 800k homes per year. The Census Bureau also provides us with a figure of 14.3 million vacant units. Based on this back of the napkin analysis it will take until the middle of 2012 just to work through this excess.

What is our take away? Housing won't be a drag on growth, but it won't be adding much any time soon. This should continue to constrain any kind of a prolonged or meaningful backup in rates.

Our forecast for the remainder of 2010 has not changed... 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 our opinion is short term rates will remain low, we believe there will continue to be upward pressure on rates and are 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

For the fiscal year 2010-2011, we are estimating an average interest yield of 1.20%.

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

October 1, 2009 - September 30, 2010

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET	EARNINGS FOR MONTH	AVERAGE YIELD FOR	MONTH END WAM
Current Month - September 2010				
County Pool - Money Market Fund	\$ 1,271,251,788	\$ 299,296	0.27%	57
Educational Pool - Money Market Fund	\$ 1,392,597,482	\$ 388,992	0.33%	60
Extended Fund	\$ 3,072,503,395	\$ 4,110,010	1.61%	795
OC Extended Fund B	\$ 34,698,134	\$ -	N/A	248
August 2010				
County Pool - Money Market Fund	\$ 1,416,333,828	\$ 505,251	0.44%	54
Educational Pool - Money Market Fund	\$ 1,432,155,046	\$ 475,517	0.41%	53
Extended Fund	\$ 3,065,956,379	\$ 3,341,027	1.27%	710
OC Extended Fund B	\$ 34,698,134	\$ -	N/A	278
July 2010				
County Pool - Money Market Fund	\$ 1,315,009,875	\$ 552,598	0.42%	54
Educational Pool - Money Market Fund	\$ 1,392,481,613	\$ 459,872	0.42%	52
Extended Fund	\$ 3,060,507,013	\$ 3,191,055	1.23%	511
OC Extended Fund B	\$ 33,248,593	\$ -	N/A	309
June 2010				
County Pool - Money Market Fund	\$ 1,706,187,007	\$ 497,327	0.34%	58
Educational Pool - Money Market Fund	\$ 1,349,698,395	\$ 450,241	0.39%	55
Extended Fund	\$ 2,799,555,894	\$ 3,590,484	1.55%	557
OC Extended Fund B	\$ 33,560,112	\$ -	N/A	340
May 2010				
County Pool - Money Market Fund	\$ 2,041,335,609	\$ 593,058	0.32%	55
Educational Pool - Money Market Fund	\$ 1,593,064,172	\$ 511,916	0.35%	57
Extended Fund	\$ 2,759,762,530	\$ 6,645,732	2.85%	584
OC Extended Fund B	\$ 34,559,137	\$ -	N/A	5
April 2010				
County Pool - Money Market Fund	\$ 2,259,602,732	\$ 592,006	0.24%	57
Educational Pool - Money Market Fund	\$ 1,835,314,711	\$ 348,913	0.31%	57
Extended Fund	\$ 2,734,552,743	\$ 4,265,867	1.88%	622
OC Extended Fund B	\$ 35,324,110	\$ -	N/A	36
March 2010				
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
February 2010				
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
January 2010				
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
December 2009				
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
November 2009				
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
October 2009				
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
October 1, 2009 - September 30, 2010				
	Annual Average	Total for Year	Annual Average	Annual Average
County Pool - Money Market Fund	\$ 1,933,167,651	\$ 6,195,833	0.31%	55
Educational Pool - Money Market Fund	\$ 1,510,670,501	\$ 4,936,654	0.36%	55
Extended Fund	\$ 2,801,933,797	\$ 48,408,012	1.75%	555

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH and QUARTER ENDED SEPTEMBER 30, 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 \$ 1,271,251,788 COST (Capital) \$ 1,271,971,390 MONTHLY AVG Balance \$ 1,336,828,435 QUARTERLY AVG Balance \$ 1,412,221,399 BOOK Value \$ 1,270,770,081	57	0.30%	0.27%	0.38%	1.00
<u>O.C. Educational Money Market Fund</u>	MARKET Value \$ 1,392,597,482 COST (Capital) \$ 1,393,503,979 MONTHLY AVG Balance \$ 1,418,726,618 QUARTERLY AVG Balance \$ 1,357,345,279 BOOK Value \$ 1,392,516,972	60	0.35%	0.33%	0.39%	1.00
<u>Extended Fund</u>	MARKET Value \$ 3,072,503,395 COST (Capital) \$ 3,057,825,756 MONTHLY AVG Balance \$ 3,099,358,178 QUARTERLY AVG Balance \$ 3,083,050,947 BOOK Value \$ 3,053,940,630	795	1.48%	1.61%	1.37%	1.01
<u>OC Extended Fund B (Whistlejacket Holdings)</u>	MARKET Value \$ 34,698,134 COST (Capital) \$ 42,881,535	248	NA	NA	NA	0.81
ALLOCATION OF EXTENDED FUNDS						
<u>Extended Fund (X Fund) County's Share of X Fund</u>	MARKET Value \$ 1,735,706,383 COST (Capital) \$ 1,727,414,749 MONTHLY AVG Balance \$ 1,749,358,178 BOOK Value \$ 1,725,219,979	795	1.48%	1.62%	1.38%	1.01
<u>Educational Share of X Fund</u>	MARKET Value \$ 1,336,797,013 COST (Capital) \$ 1,330,411,007 MONTHLY AVG Balance \$ 1,350,000,000 BOOK Value \$ 1,328,720,651	795	1.48%	1.61%	1.36%	1.01
<u>OC Extended Fund B County's Share</u>	MARKET Value \$ 18,847,453 COST (Capital) \$ 23,292,542	248	NA	NA	NA	0.81
<u>Educational Share</u>	MARKET Value \$ 15,850,680 COST (Capital) \$ 19,588,993	248	NA	NA	NA	0.81

**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH and QUARTER ENDED SEPTEMBER 30, 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 \$ 3,025,805,624 COST (Capital) \$ 3,022,678,681 MONTHLY AVG Balance \$ 3,086,186,613 QUARTERLY AVG Balance \$ 3,145,272,345 BOOK Value \$ 3,019,282,602	480	0.97%	1.03%	0.93%	1.00
<i>Educational Pool</i>	MARKET Value \$ 2,745,245,175 COST (Capital) \$ 2,743,503,979 MONTHLY AVG Balance \$ 2,768,726,618 QUARTERLY AVG Balance \$ 2,707,345,279 BOOK Value \$ 2,740,826,616	418	0.90%	0.96%	0.87%	1.00

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 \$ 66,733,392 COST (Capital) \$ 66,853,337 MONTHLY AVG Balance \$ 66,816,364	Money Market Funds \$ 15,961,691 Repurchase Agreement 1,081,500 John Wayne Airport Investment Pool 49,682,793 GNMA Mortgage-Backed Security 127,353 \$ 66,853,337

MONTH END TOTALS****

INVESTMENTS & CASH	FUND ACCOUNTING & SPECIFIC INVESTMENTS
County Money Market Fund \$ 1,271,971,390	County Funds \$ 3,009,767,442
County Cash (12,911,239)	School Funds 2,746,158,824
Educational Money Market Fund 1,393,503,979	Specific Investments 66,853,337
Extended Fund 3,057,825,756	
OC Extended Fund B 42,881,535	
School Cash 2,654,845	
Non Pooled Investments @ Cost 66,853,337	
\$ 5,822,779,603	\$ 5,822,779,603

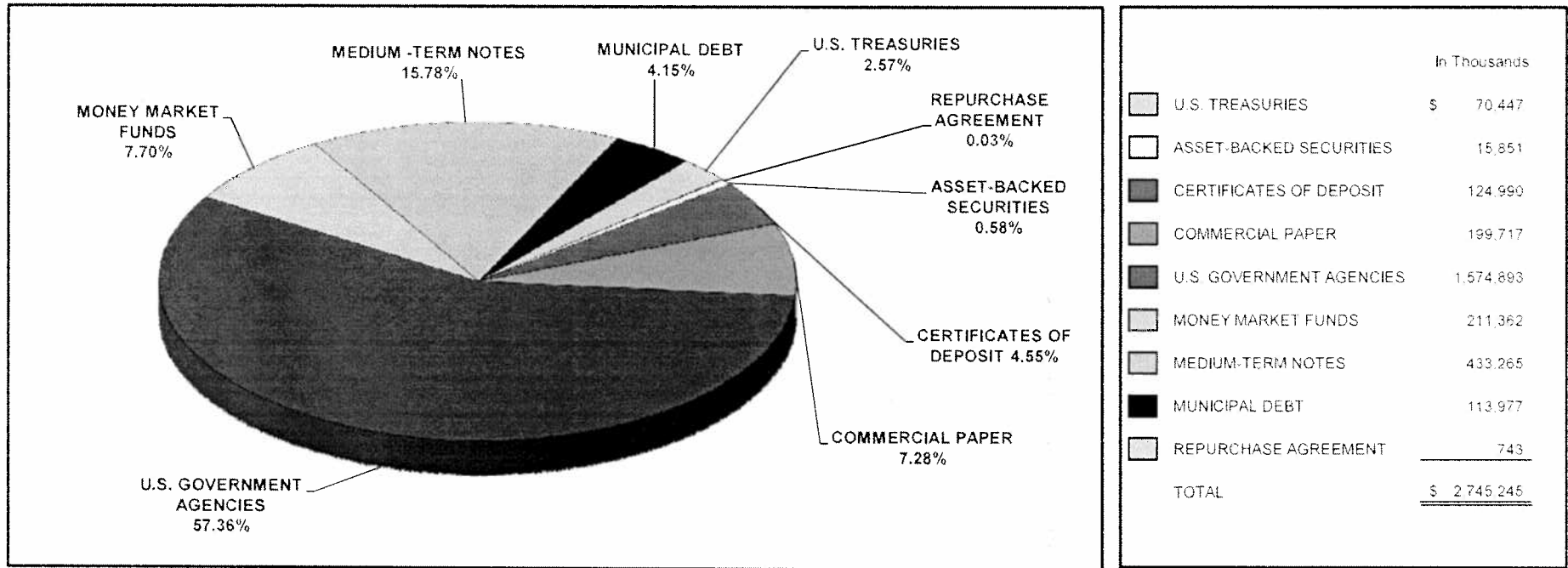
* Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the Investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.

** 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 ****

September 30, 2010

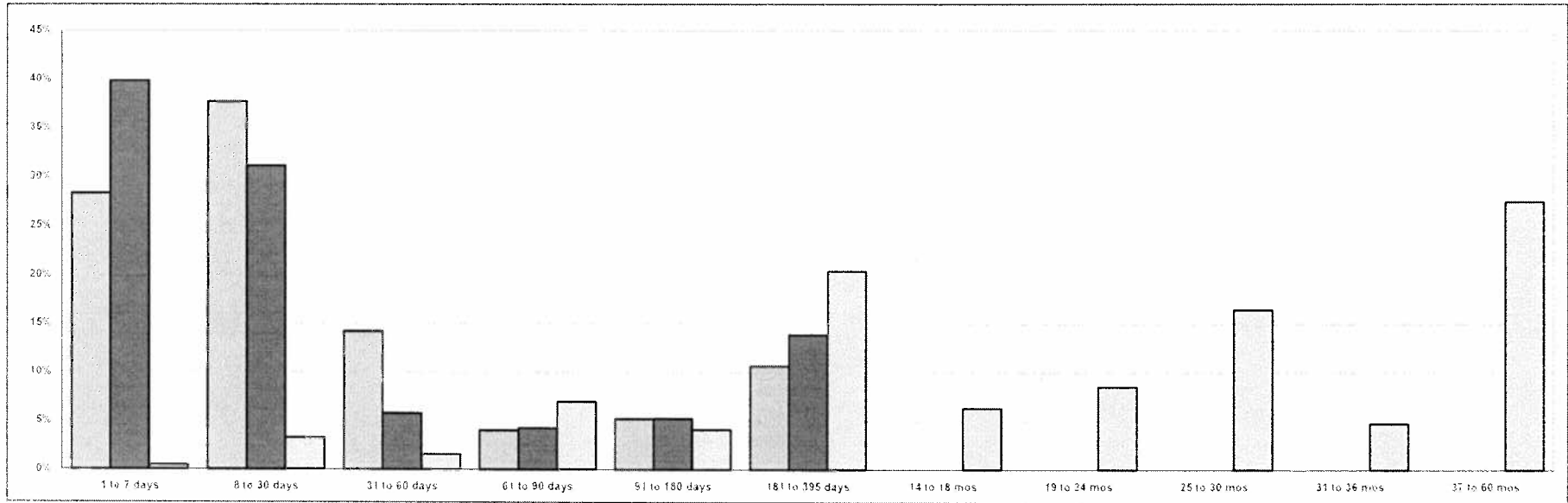


Investment Composition Is In Compliance With The Orange County Treasurer's Investment Policy Statement

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

** Calculated Using Market Value at 09/30/2010

**ORANGE COUNTY TREASURER - TAX COLLECTOR
ORANGE COUNTY AND EDUCATIONAL INVESTMENT POOLS
MATURITIES DISTRIBUTION
September 30, 2010**



O.C. INVESTMENT POOL MONEY MARKET FUND		
	In Thousands	%
1 TO 7 DAYS	\$ 369,340	28.31%
8 TO 30 DAYS	477,815	37.65%
31 TO 60 DAYS	180,009	14.18%
61 TO 90 DAYS	80,843	4.01%
91 TO 180 DAYS	66,155	5.21%
181 TO 395 DAYS	135,000	10.64%
TOTAL	\$ 1,269,163	100.00%

O.C. EDUCATIONAL MONEY MARKET FUND		
	In Thousands	%
1 TO 7 DAYS	\$ 550,626	39.81%
8 TO 30 DAYS	433,629	31.11%
31 TO 60 DAYS	80,200	5.77%
61 TO 90 DAYS	59,024	4.25%
91 TO 180 DAYS	72,812	5.24%
181 TO 395 DAYS	192,156	13.82%
TOTAL	\$ 1,290,454	100%

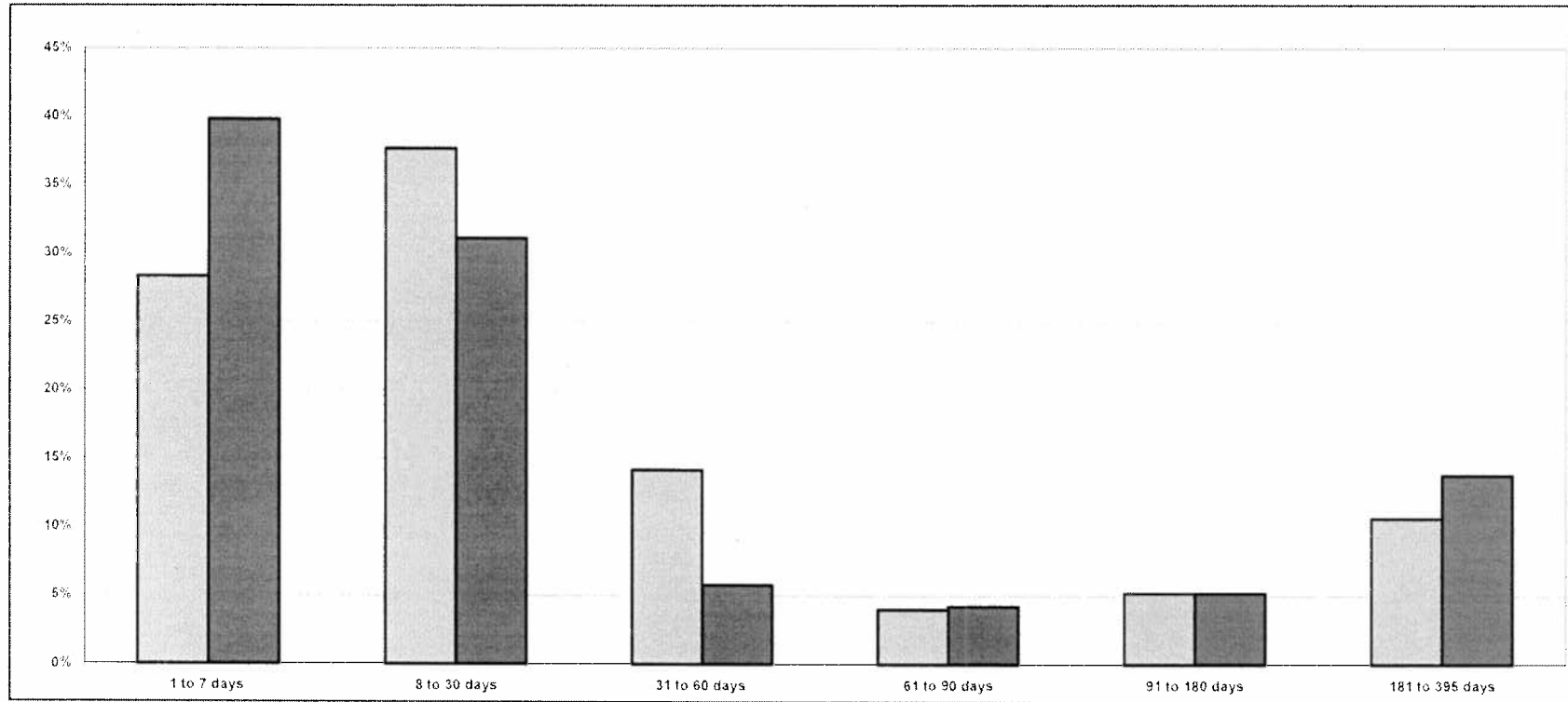
O.C. INVESTMENT POOL EXTENDED FUND (Included Extended Fund B)		
	In Thousands	%
1 TO 7 DAYS	\$ 12,045	0.43%
8 TO 30 DAYS	96,820	3.24%
31 TO 60 DAYS	47,456	1.54%
61 TO 90 DAYS	212,950	6.91%
91 TO 180 DAYS	125,510	4.07%
181 TO 395 DAYS	627,607	20.37%
14 TO 18 MONTHS	194,000	6.30%
19 TO 24 MONTHS	261,975	8.50%
25 TO 30 MONTHS	505,680	16.42%
31 TO 36 MONTHS	148,957	4.74%
37 TO 60 MONTHS	846,614	27.42%
TOTAL	\$ 3,080,477	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 09/30/2010, Floating Rate Notes comprise 49.81%, 5.75%, and 47.64% of the O.C. Money Market Funds, Extended Funds, and Educational Money Market Fund respectively.

ORANGE COUNTY TREASURER - TAX COLLECTOR
ORANGE COUNTY MONEY MARKET FUND AND EDUCATIONAL MONEY MARKET FUND
MATURITIES DISTRIBUTION
 September 30, 2010



O.C. INVESTMENT POOL MONEY MARKET FUND		
	In Thousands	%
1 TO 7 DAYS	\$ 359,340	28.31%
8 TO 30 DAYS	477,815	37.65%
31 TO 60 DAYS	180,000	14.16%
61 TO 90 DAYS	50,843	4.31%
91 TO 180 DAYS	66,155	5.21%
181 TO 395 DAYS	135,000	10.54%
TOTAL	\$ 1,269,153	100.00%

O.C. EDUCATIONAL MONEY MARKET FUND		
	In Thousands	%
1 TO 7 DAYS	\$ 553,626	39.81%
8 TO 30 DAYS	402,626	31.11%
31 TO 60 DAYS	80,309	5.77%
61 TO 90 DAYS	59,034	4.25%
91 TO 180 DAYS	72,612	5.24%
181 TO 395 DAYS	182,186	13.82%
TOTAL	\$ 1,350,554	100.00%

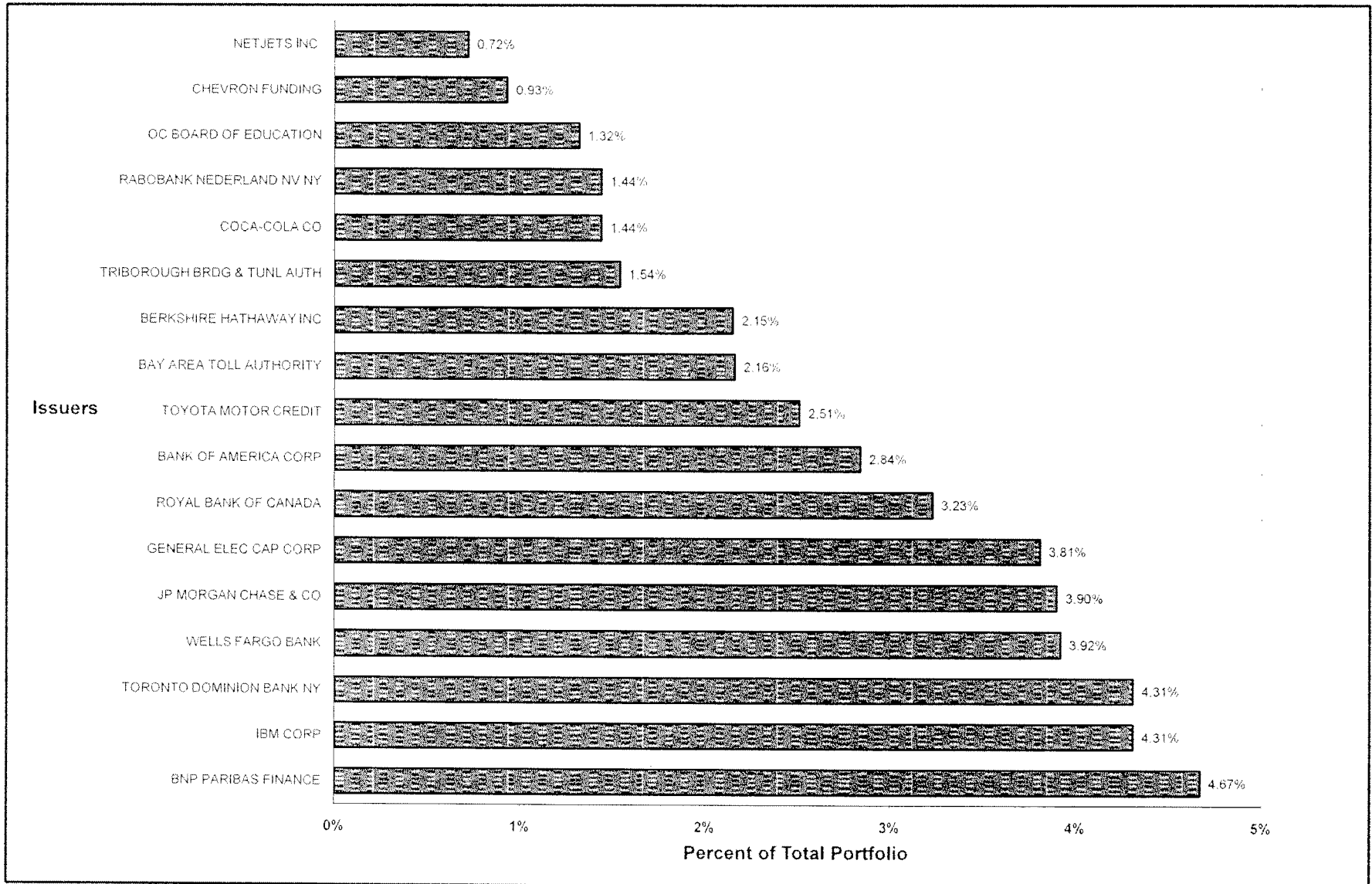
Maturity Limits Are In Compliance With The Orange County Treasurer's Investment Policy Statement

Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date.
 At 09/30/2010 Floating Rate Notes comprise 49.81% and 47.64% of the O.C. Money Market Fund and Educational Money Market Fund respectively.

ORANGE COUNTY TREASURER - TAX COLLECTOR

EDUCATIONAL MONEY MARKET FUND - ISSUER CONCENTRATION

September 30, 2010





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 10/15/2010, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 09/30/2010.

Earnings Ratio		.00001404107774697
Interest Rate		0.51%
Dollar Day Total	\$	13,662,008.14
Quarter End Principal Balance	\$	148,531.38
Quarterly Interest Earned	\$	191.83

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Additional DSA Inspection Services - Child Development Center at Centennial Education Center	
Action:	Request for Approval	

BACKGROUND:

On February 22, 2010, the Board of Trustees approved an agreement with Johnston Inspections to provide Division of State Architect (DSA) mandated inspection services as the Inspector of Record (IOR) for the Renovation of the Child Development Center at Centennial Education Center (CEC).

ANALYSIS:

Due to a request from the Division of the State Architect to have a fulltime Inspector of Record on this project, this agreement with Johnston Inspections needs to be extended for an additional three (3) months as noted in the attached proposal dated August 23, 2010. The total revised contract amount is \$44,920.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the additional services for Johnston Inspections to provide DSA mandated inspection services for the renovation of the Child Development Center at Centennial Education Center as presented.

Fiscal Impact:	\$18,520.00	Board Date: November 15, 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:	Dr. Raúl Rodriguez, Chancellor	



August 23, 2010

Darryl Odum, Director
District Construction & Support Services
Rancho Santiago Community College District
2323 North Broadway, #112
Santa Ana, CA 92706

**SUBJECT: PROPOSAL FOR EXTENSION OF DSA INSPECTION SERVICES:
CENTENNIAL EDUCATION CENTER – CHILDCARE RENOVATION (A# 04-109835)
EXISTING P.O. # 10-P0014028**

Due to the request by DSA for extended hours of inspection on certain phases of the Centennial Education Center, it has become necessary to submit a proposal for the completion of this project.

The estimated total remaining amount needed to satisfy inspection on this project is \$18,520. This includes inspection provided for the months of May, June, July and August, 2010.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Jerry Johnston", is written over a faint, light-colored signature line.

Jerry Johnston
DSA Class I Project Inspector

cc: Robb Gumbert

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Awarding Bid #1166 – Exterior Siding Replacement, Metal Work and Painting at Centennial Education Center	
Action:	Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, Bid #1166 for Exterior Siding Replacement, Metal Work and Painting at Centennial Education Center was appropriately advertised and plans/specifications made available to prospective bidders.

ANALYSIS:

Bids were opened on Friday, October 22, 2010 for Exterior Siding Replacement, Metal Work and Painting as noted on the attached Bid Results Form. The lowest cost responsible bidder was Color New Company with a bid of \$142,000.00. A bid protest was received from the second lowest bidder, Painting and Décor, Inc. regarding the lack of subcontractors listed in the bid package. District's legal counsel, Hugh Lee, reviewed the protest along with the contested bid package document and found that Color New Company's contractor's license allows them to perform the job independently, without subcontractors.

District staff has provided a "due diligence" review of the lowest responsible bidder, Color New Company, and a verification has been made for the appropriate license, complied with necessary bid bond requirements, and has no record of labor complaints.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1166 for Exterior Siding Replacement, Metal Work and Painting at Centennial Education Center to Color New Company as presented.

Fiscal Impact:	\$142,000.00	Board Date: November 15, 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:	Dr. Raúl Rodríguez, Chancellor	

BID RESULTS

BID # 1166

PROJECT: Exterior Siding Replacement, Metal Work & Painting

DUE DATE: October 22, 2010 @ 2:00 P.M.

BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
Color New Co. 22938 Mariano Street Woodland Hills, CA 91367	\$142,000.00	General Consolidated 19800 Gustin Lane Perris, CA 92570	\$239,000.00		
Painting and Décor Ltd. PO Box 5926 Orange, CA 92863	\$158,500.00	MDE Group 3410 La Sierra Avenue, #515 Riverside, CA 92503	\$247,000.00		
Omega Construction Co. Inc. PO Box 7038 Northridge, CA 91327-7038	\$168,950.00	A. J. Fistes Corporation 2214 Atlantic Avenue Long Beach, CA 90806	\$279,000.00		
Industrial Coating & Restoration 2534 Oceanside Boulevard Oceanside, CA 92054	\$193,730.00				
CJPro, Inc. 14535 Valley View Avenue Suite L Santa Fe Springs, CA 90670	\$195,000.00				
A2Z Construct, Inc. PO Box 80425 Rancho Santa Margarita, CA 92688	\$215,000.00				
Coastal Contracting, Inc. 852 Agate Street San Diego, CA 92109	\$235,000.00				

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

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Awarding Bid #1168 - District-Wide Carpet Installation & Resilient Flooring	
Action:	Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, Bid #1168 for District-Wide Carpet Installation & Resilient Flooring was appropriately advertised and plans/specifications made available to prospective bidders. The bid is for the installation of various flooring products including carpeting, resilient flooring, specialized mats and a myriad of miscellaneous items necessary for a complete flooring project. The bid is based on unit prices, to be utilized on an "if and as needed basis" for multiple projects throughout the District.

ANALYSIS:

A mandatory pre-bid conference was held on Friday, October 22, 2010 to acquaint all prospective bidders with the bid documents and explain the bidding process. The meeting was attended by four (4) firms.

Bids were opened on Thursday, October 28, 2010 for the District-Wide Carpet Installation & Resilient Flooring as noted on the attached Bid Results Form. The lowest cost responsible bidder was Progressive Floor Covering with a bid of \$46,646.00.

The bids were evaluated utilizing the unit pricing provided by each bidder and applying these costs to a hypothetical project which represents typical work that might be found at one of our District sites. The bid shall be awarded for a three (3) year period ending on June 30, 2013. Unit prices shall be adjusted in years two and three via the CPI for the Los Angeles, Riverside and Orange County urban areas.

District staff has provided a "due diligence" review of the lowest responsible bidder, Progressive Floor Covering, and a verification has been made for the appropriate license, that the firm complied with necessary bid bond requirements, and has no record of labor complaints. Progressive Floor Covering has worked for the District on numerous projects in the past and they are an excellent firm, located in Santa Ana.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1168 for the District-Wide Carpet Installation & Resilient Flooring to Progressive Floor Covering as presented.

Fiscal Impact:	TBD – Based upon unit price Board Date: November 15, 2010 scheduling
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services
Recommended by:	Dr. Raúl Rodríguez, Chancellor

BID RESULTS

BID # 1168 **PROJECT: District-Wide Carpet Installation & Resilient Flooring** **DUE DATE: Thursday, October 28, 2010 @ 2:00 P.M.**

BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
Progressive Floor Covering 1411 E. Wilshire Avenue Santa Ana, CA 92705	\$46,646.00				
Spectra Contract Flooring 11411 Valley View Cypress, CA 90630	\$54,303.50				
Floor Tech America, Inc. 125 Mercury Circle Pomona, CA 91768	\$47,659.00				

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Awarding Bid #1169 – Sewer and Gas Line Repair at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, Bid #1169 for Sewer and Gas Line Repair at Santa Ana College was appropriately advertised and plans/specifications made available to prospective bidders.

ANALYSIS:

Bids were opened on Monday November 1, 2010 for the Sewer and Gas Line Repair as noted on the attached Bid Results Form. The lowest responsive bidder was VCI Construction. On November 2, 2010 the District received a formal request from VCI to withdraw their Bid. VCI provided evidence that a miscalculation occurred in their Bid. Referring to Public Contract Code Section 5103 paragraph (d) the bidder established to the satisfaction of the District that no error in judgment or carelessness occurred. Of the responsive bidders, Atlas-Allied, Inc. will be awarded the Sewer and Gas Line repair project at Santa Ana College.

District staff has provided a “due diligence” review of the next lowest responsive bidder, Atlas-Allied, Inc. and a verification has been made for the appropriate license, complied with necessary bid bond requirements, and has no record of labor complaints.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1169 for Sewer and Gas Line Repair at Santa Ana College to Atlas-Allied, Inc. as presented.

Fiscal Impact:	\$355,300.00	Board Date: November 15, 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:	Dr. Raúl Rodríguez, Chancellor	

BID RESULTS

BID # 1169 **PROJECT: SANTA ANA COLLEGE SEWER AND GAS LINE REPAIR** **DUE DATE: Monday, November 1, 2010 @ 2:00 p**
RESCHEDULE

BIDDER	AMOUNT	Bidder	Amount	BIDDER	AMOUNT
VCI Telecom, Inc. 1921 W. 11th Street Upland, CA 91768	\$189,021.00 Non Responsive				
Atlas-Allied, Inc. 1210 N. Las Brisas Street Anaheim, CA 92806	\$355,300.00				
Blois Construction, Inc. 3201 Sturgis Road Oxnard, CA 93030	\$397,035.00				
United Riggers & Erectors, Inc. 4188 Valley Boulevard Walnut, CA 91789	\$439,482.00				
Verne's Plumbing, Inc. 8561 Whitaker Street Buena Park, CA 90621	\$489,500.00				

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

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Construction Management Services for Bid #1166, Bid #1169, Preliminary Research and Documentation and Project Filing/Archiving and DSA Closeout Assistance	
Action:	Request for Approval	

BACKGROUND:

Bernards Management Services is currently providing construction management services for multiple projects at Santa Ana College. An extension of those services is justifiable given that four new projects are about to commence, and the filing and archiving of District project plans is continuing.

ANALYSIS:

As noted in the attached proposals dated October 29, 2010 from Bernards Builders/Management Services, the proposals are based on five (5) separate projects. Management of Bid #1166, Exterior Siding Replacement, Metal Work and Painting at Centennial Education Center (CEC) is \$30,656.00. Construction Management of Bid #1169, Sewer and Gas Line Repair at Santa Ana College (SAC) is \$30,656.00. Preliminary site utility research and documentation prior to the demolition of the old Child Development Center at SAC is \$20,438.00, and Preliminary site research and administration of the Civil Engineering survey for the SAC Soccer Field will be \$20,438.00. These four (4) projects total \$102,188.00.

DSA documents and plan room filing and the archiving of construction plans is an ongoing project that was approved by the Board of Trustees on September 13, 2010. Due to the vast amount of plans and construction documents, an extension of those services is requested in the amount of \$97,776.00. The original cost for this project was \$27,200.00. The total revised contract amount for this project is \$124,976.00.

The total estimated fee for the proposed services is based on an hourly rate for the anticipated staff at a cost of \$199,964.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the extension of management services for Bernards Management Services as presented.

Fiscal Impact:	\$199,964.00	Board Date: November 15, 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:	Dr. Raúl Rodríguez, Chancellor	



October 29, 2010

Mr. Alex Oviedo
Construction Supervisor
Rancho Santiago Community College District
2323 North Broadway, Suite 112
Santa Ana, California 92706-1640

Via E-Mail

Subject: Rancho Santiago Community College District
Santa Ana College: Construction Management Services
Request For Contract Extension

Dear Alex:

Pursuant to discussions with the District and Bernards' Project Manager Jerry Neve, we are requesting a Contract extension for Construction Management Services on the following new projects: (1) Centennial Education Center Exterior Building and Site Renovation, (2) Santa Ana College sewer and gas line repair and replacement, (3) preliminary site utility research and documentation in advance of the demolition of aged CDC site and (4) preliminary site research, coordination and administration of Civil Engineering survey for the future SAC Soccer Field. The period is from 12/1/10 through 2/28/11. Our request is as follows:

1. Project Manager Hourly Rate \$145/hour for 3 months (496 hours)	\$71,920
2. Project Coordinator Hourly Rate \$58/hour for 3 months (496 hours)	\$28,768
3. General Conditions (\$500 x 3 months)	<u>\$1,500</u>

Total Request for Extension \$102,188.

A breakdown of our costs by project is as follows:

1. Centennial Education Center: Exterior Building and Site Renovation	\$30,656
2. Santa Ana College: Sewer and Gas Line Repair and Replacement.....	\$30,656
3. Santa Ana College: Preliminary site utility research and documentation in advance of demolition aged CDC site	\$20,438
4. Santa Ana College: Preliminary site research, coordination and administration of Civil Engineering survey for the future SAC Soccer Field	\$20,438.

Jerry Neve will continue to serve as Project Manager for the projects. A Project Coordinator will be assigned at a later date. We appreciate the opportunity to continue providing services to the Rancho Santiago Community College District and Santa Ana College. If you have any questions, please call me.

Respectfully,

Kelvin K. Okino
Vice President, Management Services

cc: Mr. Darryl Odum, Rancho Santiago CCD
Mr. Michael Cawlina, Bernards
Mr. Jerry Neve, Bernards

Los Angeles Corporate Office
618 San Fernando Road
San Fernando, CA 91340
License No. 302007
T 818.898.1521
F 818.361.9208
www.bernards.com

Bernards Inland Empire Regional Office
3633 E. Inland Empire Blvd., Suite 860
Ontario, CA 91764
T 909 941 5225 F 909 941 5224



October 29, 2010

Mr. Alex Oviedo
Construction Supervisor
Rancho Santiago Community College District
2323 North Broadway, Suite 112
Santa Ana, California 92706-1640

Via E-Mail

Subject: Rancho Santiago Community College District
Santa Ana College: Archiving Historical Data and Construction Documentation
Request For Contract Extension

Dear Alex:

Pursuant to discussions with the District and Bernards' Project Manager Jerry Neve, we are requesting a Contract extension for the above-mentioned project, specifically for projects related to the Santa Ana College Campus from 2003 to 2011. These projects include: Buildings E, F, G, I and Z, Child Development Center (Centennial Education Center), Child Development Center (Santa Ana College), Phase 1 and 2 Fire Line Extensions and Sewer Line Repair for Building G. The period is from November 1, 2010 through April 30, 2011. Our request is as follows:

1. Construction Manager Hourly Rate \$97/hour for 6 months (1,008 hours)	\$97,776
2. General Conditions	No cost
<hr/>	
Total Request for Extension	\$97,776.

Jerry Neve will continue to provide project management oversight and the work will be performed by our Construction Manager, William Perez.

We appreciate the opportunity to continue providing services to the Rancho Santiago Community College District and Santa Ana College. If you have any questions, please call me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Kelvin K. Okino'.

Kelvin K. Okino
Vice President, Management Services

cc: Mr. Darryl Odum, Rancho Santiago CCD
Mr. Michael Cawlina, Bernards
Mr. Jerry Neve, Bernards

Los Angeles Corporate Office
618 San Fernando Road T 818.898.1521
San Fernando, CA 91340 F 818.361.9208
License No. 302007 www.bernards.com

Bernards Inland Empire Regional Office
3633 E. Inland Empire Blvd., Suite 860
Ontario, CA 91764
T 909.941.5225 F 909.941.5224

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

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of DSA Inspection Services for the ADA Upgrades at the Baseball Complex at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The Board of Trustees awarded a contract for the ADA Upgrades at the Baseball Complex at Santa Ana College. As required by the Division of State Architect (DSA), this project needs inspection by a DSA-certified inspector.

ANALYSIS:

Johnston Inspections has provided DSA inspection services for a number of projects throughout our District and has consistently provided these services with professional and fully code compliant expertise.

Johnston Inspections, Inc. is discounting their normal fee by 50% due to the fact that the project does not require a full time Inspector of Records (IOR). The fee for this project is \$6,600/month, with an estimated project length of four months.

RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement with Johnston Inspections, for DSA-mandated inspection services for the ADA Upgrades at the Baseball Complex at Santa Ana College as presented.

Fiscal Impact:	\$26,400.00	Board Date: November 15, 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:	Dr. Raúl Rodríguez, Chancellor	

Johnston Inspections, Inc.

School Inspection & Ground Rod Testing

September 7, 2010

Darryl Odum, Director
District Construction & Support Services
Rancho Santiago Community College District
2323 North Broadway, #112
Santa Ana, CA 92706

**SUBJECT: PROPOSAL FOR DSA INSPECTION SERVICES:
SAC BASEBALL FIELD COMPLEX – ADA UPGRADES (A# 04-110385)**

Johnston Inspections will provide DSA inspection for the project listed above at a rate of \$6,600 per month. Inspection on weekends and/or holidays (if called for) will be billed at time and a half.

The total estimated cost for this project is \$26,400. This figure is based upon a four-hour day, with a project length of four months. The amount may be adjusted depending on duration of the project.

This proposal is for DSA inspection only. All on- and off-site deputy inspections and testing, as needed, will be provided by a lab of your choice.

Sincerely,



Jerry Johnston
DSA Class I Project Inspector

JOHNSTON INSPECTIONS
755 Hawks View Way, Fallbrook, CA 92028
(760) 451-9896 (office/fax) – (949) 697-8752 (cell)

5.10 (2)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Change Order #6, Bid #1129 - Electrical at the Child Development Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On July 27, 2009, the Board of Trustees awarded a contract to EMAE International, Inc. for Bid #1129 for electrical at the Child Development Center at Santa Ana 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 #6.

Change Order #6 increases the contract by \$2,340.00. The revised contract amount is \$1,075,347.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 8.1% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #6, Bid #1129 for EMAE International, Inc., electrical at the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$2,340.00	Board Date: November 15, 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:	Dr. Raúl Rodríguez, Chancellor	

<h1 style="margin: 0;">CHANGE ORDER</h1>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640
Project: Child Development Center at Santa Ana College	Bid No. 1129 P.O. # BP000219
Contractor: <i>EMAE International</i>	D.S.A. No. 04-108649
Architect: <i>Harley Ellis Devereaux</i>	Change Order No. 6
	Date: <i>October 31, 2010</i>

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$994,444.00
Previous Change Orders	\$78,563.00	
This Change Order	\$2,340.00	
Total Change Orders		\$80,903.00
Revised Contract Amount		\$1,075,347.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 30, 2010
Revised Contract Completion Date		
RSCCD Board Approval Date		November 15, 2010

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

CHANGE ORDER

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

Project: <i>Child Development Center at Santa Ana College</i>		Bid No. <i>1129</i>	P.O. # <i>BP000219</i>
Contractor: <i>EMAE International</i>		D.S.A. No. <i>04-108649</i>	
Architect: <i>Harley Ellis Devereaux</i>		Change Order No. 6	
		Date: <i>October 31, 2010</i>	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Furnish and install power to FAN in AC-3 ductwork</p> <p><u>REASON:</u> Location not shown on plans</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,990.00
2.0	<p><u>DESCRIPTION:</u> Provide labor to move (2) canopy light fixtures @ building "B"</p> <p><u>REASON:</u> Canopy was relocated in order to accommodate the toy alcove.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$350.00
Sub-Total		\$0.00	\$2,340.00
Total			\$2,340.00

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

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Notice of Completion, Bid #1109 – Child Development Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On June 10, 2009, the District approved a contract with J.M. Farnan Company to complete the plumbing portion of the Child Development Center at Santa Ana College.

As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on October 22, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$660,203.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the plumbing portion of the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: November 15, 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:	Dr. Raúl Rodríguez, Chancellor	

RECORDING REQUESTED BY:
Rancho Santiago Comm. Coll. District
2323 N. Broadway
Santa Ana, CA 92706-1640

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway
Santa Ana, CA 92706-1640

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17th Street, Santa Ana, California 92706, caused improvements to be made to the property to wit: Bid No. 1109/Child Development Center, the contract for the doing of which was heretofore entered into on the 10th day of June, 2010, which contract was made with J.M. Farnan Company, PO #09-P0010968, as contractor; that said improvements were completed on the 22nd day of October, 2010, and accepted by formal action of the governing Board of said District on the 15th day of November, 2010; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Hartford Fire Insurance Company.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

I, the undersigned, state that I have read the foregoing document, and know the contents thereof, and that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____ California, on
_____, 20____.

Signature _____
(include name of corporation, partnership, etc., if any)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Architect Change Order – Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 7, 2007, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design, engineering and bid documents for the Humanities Building at Santiago Canyon College.

ANALYSIS:

The District's Fire Alarm Fiber Infrastructure at SCC requires additional electrical engineering services in order to link the M & O Building's fire alarm system to the Learning Resource Center. The specific changes and costs are listed on the attached Professional Services Authorization (PSA).

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional services for LPA, Inc. in the amount of \$1,500.00 as presented.

Fiscal Impact:	\$1,500.00	Board Date: November 15, 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:	Dr. Raúl Rodríguez, Chancellor	

PROFESSIONAL SERVICES AUTHORIZATION

Client: **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**
 2323 North Broadway, Suite 112
 Santa Ana, CA 92706

Attn: **Darryl Odum, Director**
 Construction and District Support Services

Phone: (714) 480-7516 Fax: (714) 796-3910

Project No.: **27034.10** Date: **October 6, 2010**

Project: **Santiago Canyon College - Humanities Building**

Location: **Orange** PSA No.: **4**

Office: **Irvine** Issued By: **Contract**

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 March 13, 2007. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Santiago Canyon College - Humanities Building located within the Rancho Santiago Community College District.

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

Services shall include:

Additional Electrical Engineering Services for the new Fire Alarm Fiber Infrastructure:

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 the Architectural Services Agreement dated March 13, 2007. The 'Terms and Conditions' are a part of this Agreement.

Fee:	Fixed Fee	\$1,500.00
Reimbursable Expenses:	None	\$0.00

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

Konsortium 1 - Electrical Engineers

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$2,112,000.00	\$211,200.00	\$2,323,200.00
Total of Previous Addenda:	<u>\$140,430.00</u>	<u>\$0.00</u>	<u>\$140,430.00</u>
Previous Totals:	\$2,252,430.00	\$0.00	\$2,463,630.00
This PSA Amount:	<u>\$1,500.00</u>	<u>\$0.00</u>	<u>\$1,500.00</u>
New Fee Totals:	\$2,253,930.00	\$211,200.00	\$2,465,130.00

Client Authorized Signature

Date

LPA Authorized Signature

Date

Darryl Odum 10/13/10 *Christopher D. Torrey* 10/11/10

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: November 15, 2010
Re:	Approval of Geotechnical Consulting Services – Orange Education Center	
Action:	Request for Approval	

BACKGROUND:

The Orange Education Center (OEC) was originally developed for use as a facility to house non-credit adult education courses. The facility was reviewed, designed and renovated to meet code requirements for such use at that time.

However, in the interest of creating a state-recognized center that can be utilized for both credit and non-credit instruction, and to bring the facility up to current ADA standards, it is necessary to perform a seismic review of the facility.

ANALYSIS:

Part of the seismic review requires a thorough analysis of the soil upon which the facility is constructed and performed by a geotechnical engineering firm.

Cost proposals were obtained from two (2) firms, Koury Geotechnical Services (\$18,250) and Ninyo & Moore (\$17,384). Both firms are fully licensed and have appropriate levels of expertise. Based upon the cost proposals, staff is recommending the use of Ninyo & Moore for this project. This firm has done considerable work for RSCCD and is highly regarded.

RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement with Ninyo & Moore to perform geotechnical consulting services in the amount of \$17,384 for the Orange Education Center as presented.

Fiscal Impact:	\$17,384.00	Board Date: November 15, 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:	Dr. Raúl Rodríguez, Chancellor	



October 25, 2010
Proposal No. P-14639B

Mr. Robert Partridge c/o
Rancho Santiago Community College District
2323 North Broadway, Suite 112
Santa Ana, California 92706

Subject: Proposal for Geotechnical Consulting Services
Seismic Rehabilitation of Orange Education Center
Santiago Canyon College
1465 N. Batavia Street
Orange, California

References: California Department of Conservation, Division of Mines and Geology, State of California, 1997, (Revised 2001), Seismic Hazard Zone Report for the Orange 7.5-Minute Quadrangle, Orange County, California: Seismic Hazard Zone Report 011.

Rodriguez Engineering, 2010, Structural Information Gathering and Discovery Study, Orange Education Center, Santiago Canyon College, 1465 N. Batavia Street, Orange, California, dated February 25.

Dear Mr. Partridge:

In accordance with your request, we have prepared this proposal to provide geotechnical consulting services for the proposed seismic rehabilitation to the Orange Education Center of Santiago Canyon College located in Orange, California. Based on our review of the referenced report, we understand that the existing approximately 85,000-square-foot building was structurally evaluated to assess potential deficiencies relative to current seismic code/standards. The purpose of our geotechnical consulting services will be to provide seismic design parameters in general accordance with the 2007 California Building Code (CBC). In addition, our services will include an evaluation of the geotechnical characteristics of the subsurface soils as they pertain to the design and proposed retrofit of the structure. Our geotechnical report will include recommendations regarding geologic hazards and seismic design considerations.

Based on our preliminary review of the reference report by the State of California, the site is generally underlain by young alluvial fan deposits consisting of loose to moderately dense, silty sand and sand. The State of California report indicates that the site is not mapped within a State of California Seismic Hazard Zone and that the historic high groundwater depth at the site is

approximately 40 feet. The site is not mapped within an Earthquake Fault Zone (formerly Alquist-Priolo Special Studies Zone).

SCOPE OF SERVICES

Based on our current understanding of the project and anticipated conditions, our geotechnical scope of services will consist of the following:

- Project planning and coordination, including a review of readily available geologic background literature pertinent to the site including foundation plans and geotechnical reports for the subject site provided by the client.
- A field reconnaissance to evaluate the surface conditions on site and to mark proposed boring locations for clearance with site personnel and Underground Service Alert.
- Acquisition of applicable excavation permits to perform the work.
- Subsurface exploration consisting of the excavation, logging and sampling of two hollow-stem auger borings to depths of approximately 50 feet. The borings will be logged by a representative from our firm, and bulk and relatively undisturbed soil samples will be collected at selected intervals for laboratory testing.
- Cone penetration test (CPT) soundings at two locations to evaluate the subsurface conditions to depths of approximately 100 feet. The CPTs will include seismic soundings to collect shear wave velocity data of the subsurface materials. The CPT operations will be observed by a representative of our firm.
- Laboratory testing of representative soil samples to evaluate in-situ moisture and dry density, gradation, expansion index, direct shear strength, consolidation potential, and corrosivity.
- Data compilation and geotechnical analysis of the field and laboratory data, including analyses to evaluate and provide recommendations pertaining to the following:
 - Suitability of the site for the proposed rehabilitation from a geotechnical standpoint.
 - Description of the geology and on-site soils anticipated at the site.
 - Evaluation of the site seismicity, including anticipated earthquake ground motions, nearest fault location, and appropriate 2007 CBC seismic design parameters.
 - Evaluation of site-specific ground motions.
 - Evaluation of potential geologic and seismic hazards, including liquefaction, lateral spread, and dynamic settlement potential.

- Geotechnical engineering evaluation of the existing foundations and recommendations for foundation improvements if needed, including allowable bearing capacity values and lateral earth pressures. Pile foundation design parameters, including lateral and vertical capacities and group effect, will be provided as needed.
- Excavation characteristics of the material at the site, including stability of temporary excavations and trenching conditions.
- Excavation and compaction requirements, including appropriate parameters for structural fill, trench backfill, and pavement subgrade.
- Evaluation of the depth to groundwater as encountered in our borings.
- Evaluation of the corrosion potential of on-site soils.
- Preparation of a report presenting our findings, conclusions, and recommendations that pertain to the design and construction of the proposed rehabilitation improvements.

ASSUMPTIONS

The following assumptions have been made in the preparation of our scope of services:

- Foundation plans are available and will be provided for our review.
- Site access will be granted and truck-mounted drilling equipment will be able to mobilize to the proposed drilling locations during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.)
- Our firm will contact Dig Alert prior to performing our subsurface evaluation. However, the client will provide our firm with any additional information regarding the presence of utilities. Ninyo & Moore will not be responsible for utilities encountered during drilling that have not been marked out or shown on the plans.
- Excavation permits needed to perform our subsurface evaluation will be provided at no cost to Ninyo & Moore.
- Our exploratory borings will be backfilled with on-site materials and capped with concrete if located in paved areas.
- Our evaluation will not include environmental sampling, testing, or chemical analysis of hazardous materials. These services can be performed as an additional scope of work if hazardous materials are encountered during our subsurface evaluation.

FEE

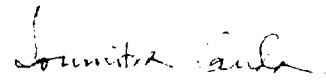
Our services for the scope of work provided above will be performed on a lump sum basis in accordance with the attached Schedule of Fees. Our fee will be \$17,380 (seventeen thousand three hundred eighty dollars). A breakdown of our fee is shown in the attached Table 1.

SCHEDULE

Ninyo & Moore is prepared to begin our services upon receipt of your authorization to proceed. Assuming that there are no delays due to inclement weather or subcontractor availability, we anticipate that our field work for this project will be completed within approximately two weeks of authorization. We anticipate that laboratory testing will be completed approximately two weeks after the field work is completed and our report will be issued approximately two weeks after the laboratory testing is completed.

We appreciate the opportunity to provide this proposal and look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Soumitra Guha, Ph.D., G.E.
Principal Engineer

GMC/SG/sc

Attachments: Table 1 – Breakdown of Fee
Schedule of Fees

Distribution: (1) Addressee (via e-mail)

TABLE 1 - BREAKDOWN OF FEE

PROJECT COORDINATION AND BACKGROUND REVIEW			
Principal Engineer/Geologist/Environmental Scientist	2 hours @ \$ 139.00 /hour	\$	278.00
Senior Project Engineer/Geologist/Environmental Scientist	6 hours @ \$ 127.00 /hour	\$	762.00
Senior Staff Engineer/Geologist/Environmental Scientist	6 hours @ \$ 109.00 /hour	\$	654.00
Subtotal			\$ 1,694.00
PERMIT ACQUISITION			
Senior Staff Engineer/Geologist/Environmental Scientist	2 hours @ \$ 109.00 /hour	\$	218.00
Permit Fee	Lump Sum	\$	200.00
Subtotal			\$ 418.00
SITE RECONNAISSANCE AND MARKOUT FOR UTILITY CLEARANCE			
Senior Staff Engineer/Geologist/Environmental Scientist	3 hours @ \$ 109.00 /hour	\$	327.00
Subtotal			\$ 327.00
FIELD SERVICES (Assumes two borings to depths of approximately 50 feet and two CPTs to depths of approximately 100 feet)			
Senior Staff Engineer/Geologist/Environmental Scientist	9 hours @ \$ 109.00 /hour	\$	981.00
Drill Rig (Subcontractor)	9 hours @ \$ 290.00 /hour	\$	2,610.00
CPT Soundings (Subcontractor)	Lump Sum	\$	3,000.00
Field Vehicle Usage	9 hours @ \$ 8.00 /hour	\$	72.00
Subtotal			\$ 6,663.00
LABORATORY ANALYSES			
Tests to include moisture and dry density, expansion index, sieve analysis, direct shear strength, consolidation potential, and corrosivity.			\$ 2,200.00
Subtotal			\$ 2,200.00
DATA COMPILATION AND ANALYSIS			
Principal Engineer/Geologist/Environmental Scientist	4 hours @ \$ 139.00 /hour	\$	556.00
Senior Engineer/Geologist/Environmental Scientist	10 hours @ \$ 133.00 /hour	\$	1,330.00
Senior Staff Engineer/Geologist/Environmental Scientist	6 hours @ \$ 109.00 /hour	\$	654.00
Subtotal			\$ 2,540.00
REPORT PREPARATION			
Principal Engineer/Geologist/Environmental Scientist	4 hours @ \$ 139.00 /hour	\$	556.00
Senior Project Engineer/Geologist/Environmental Scientist	12 hours @ \$ 127.00 /hour	\$	1,524.00
Senior Staff Engineer/Geologist/Environmental Scientist	8 hours @ \$ 109.00 /hour	\$	872.00
Technical Illustrator/CAD Operator	6 hours @ \$ 69.00 /hour	\$	414.00
Data Processing, Technical Editing, or Reproduction	4 hours @ \$ 44.00 /hour	\$	176.00
Subtotal			\$ 3,542.00
TOTAL FEE			\$ 17,384.00

SCHEDULE OF FEES

HOURLY CHARGES FOR PERSONNEL

Principal Engineer/Geologist/Environmental Scientist.....	\$ 139
Senior Engineer/Geologist/Environmental Scientist.....	\$ 133
Senior Project Engineer/Geologist/Environmental Scientist.....	\$ 127
Project Engineer/Geologist/Environmental Scientist.....	\$ 123
Senior Staff Engineer/Geologist/Environmental Scientist.....	\$ 109
Staff Engineer/Geologist/Environmental Scientist.....	\$ 96
GIS Analyst.....	\$ 96
Field Operations Manager.....	\$ 87
Supervisory Technician*.....	\$ 87
Nondestructive Examination Technician, UT, MT, LP*.....	\$ 87
Pull Test Technician and Equipment*.....	\$ 87
Senior Field/Laboratory Technician*.....	\$ 73
Field/Laboratory Technician*.....	\$ 73
ACI Concrete Technician*.....	\$ 73
Concrete/Asphalt Batch Plant Inspector.....	\$ 73
Special Inspector, Reinforced Concrete*.....	\$ 73
Special Inspector, Pre-stressed Concrete*.....	\$ 73
Special Inspector, Reinforced Masonry*.....	\$ 73
Special Inspector, Structural Steel*.....	\$ 73
Special Inspector, Welding, AWS*.....	\$ 73
Special Inspector, Fireproofing*.....	\$ 73
Technical Illustrator/CAD Operator.....	\$ 69
Geotechnical/Environmental/Laboratory Assistant.....	\$ 53
Information Specialist.....	\$ 52
Data Processing, Technical Editing, or Reproduction.....	\$ 44

OTHER CHARGES

Expert Witness Testimony.....	\$ 400 /hr
Concrete Coring Equipment (Includes one technician).....	\$ 160 /hr
Special Preparation of Standard Test Specimens.....	\$ 64 /hr
Indinometer Usage.....	\$ 32 /hr
Vapor Emission Kits.....	\$ 30 /kit
Rebar Locator (Pachometer).....	\$ 10 /hr
Nuclear Density Gauge Usage.....	\$ 9 /hr
Field Vehicle Usage.....	\$ 8 /hr
Direct Project Expenses.....	Cost plus 15 %
Laboratory testing, geophysical equipment, and other special equipment provided upon request.	

NOTES (Field Services)

For field and laboratory technicians and special inspectors, regular hourly rates are charged during normal weekday construction hours. Overtime rates at 1.5 times the regular rates will be charged for work performed outside normal construction hours and all day on Saturdays. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day or on Sundays and holidays. Lead time for any requested service is 24 hours. Field Technician rates are based on a 2-hour minimum. Special inspection rates are based on a 4-hour minimum for the first 4 hours and an 8-hour minimum for hours exceeding 4 hours. Field personnel are charged portal to portal.

*Indicates rates that are based on Prevailing Wage Determination made by the State of California, Director of Industrial Relations on a semiannual basis. Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project.

INVOICES

Invoices will be submitted monthly and are due upon receipt. A service charge of 1.0 percent per month may be charged on accounts not paid within 30 days.

TERMS AND CONDITIONS

The terms and conditions of providing our consulting services include our limitation of liability and indemnities as presented in Ninyo & Moore's Work Authorization and Agreement.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Change Order #2, Bid #1053 – Earthwork for the Science Building (State Portion) at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board awarded a contract to Reed Thomas for Bid #1053, earthwork for the Science Building (State Portion) at Santiago Canyon College.

ANALYSIS:

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

Change Order #2 decreases the contract by \$2,500.00. The revised contract amount is \$95,320.00. 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 6.45% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1053 for Reed Thomas earthwork for the Santiago Canyon College Science Building (State Portion) as presented.

Fiscal Impact:	-\$2,500.00	Board Date: November 15, 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:	Dr. Raúl Rodriguez, 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. 1053	P.O. # 08-P0003735
Contractor:	Reed Thomas Company, Inc.	D.S.A. No.	04-107804
Architect:	LPA, Inc.	Change Order No.	2
		Date:	October 27, 2010

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		\$89,000.00
Previous Change Orders	\$8,820.00	
This Change Order	-\$2,500.00	
Total Change Orders		\$6,320.00
Revised Contract Amount		\$95,320.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	294 calendar days	
Total Time Extensions		294 calendar days
Original Completion Date		July 20, 2010
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		November 15, 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. 1053	P.O. # 08-P0003735
	D.S.A. No. 04-107804	
Contractor: Reed Thomas Company, Inc.	Change Order No. 2	
Architect: LPA, Inc.	Date: October 26, 2010	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> \$5,000 allowance was allocated to contract for additional water truck if needed</p> <p><u>REASON:</u> Remaining allowance not used</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 294 calendar days</p>	\$2,500.00	\$0.00
	Sub-Total	\$2,500.00	\$0.00
	Total		-\$2,500.00

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

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Change Order #2, Bid #1053 – Earthwork 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 Reed Thomas for Bid #1053, earthwork for the Science Building (Bond Portion) at Santiago Canyon College.

ANALYSIS:

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

Change Order #2 decreases the contract by \$158.00. The revised contract amount is \$100,662.00. 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 9.41% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1053 for Reed Thomas, earthwork for the Santiago Canyon College Science Building (Bond Portion) as presented.

Fiscal Impact:	-\$158.00	Board Date: November 15, 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:	Dr. Raúl Rodríguez, 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. 1053	P.O. # 08-P0003734
Contractor:	Reed Thomas Company, Inc.	D.S.A. No.	04-107803
Architect:	LPA, Inc.	Change Order No.	2
		Date:	October 27, 2010

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		\$92,000.00
Previous Change Orders	\$8,820.00	
This Change Order	-\$158.00	
Total Change Orders		\$8,662.00
Revised Contract Amount		\$100,662.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	294 calendar days	
Total Time Extensions		294 calendar days
Original Completion Date		July 20, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		November 15, 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. 1053	P.O. # 08-P0003734
	D.S.A. No. 04-107803	
Contractor: Reed Thomas Company, Inc.	Change Order No. 2	
Architect: LPA, Inc.	Date: October 26, 2010	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> \$5,000 allowance was allocated to contract for additional sandbags if needed</p> <p><u>REASON:</u> Remaining allowance not used</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> Adds 294 calendar days</p>	\$158.00	\$0.00
	Sub-Total	\$158.00	\$0.00
	Total		-\$158.00

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

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Change Order #6, 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 #6.

Change Order #6 increases the contract by \$55,000.00. The total revised contract amount is \$2,421,324.86. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 9.2% 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 #6, Bid #1055 for Angeles Contractor, Inc., concrete for the Science Building (State Portion) at Santiago Canyon College as presented.

Fiscal Impact:	\$55,000.00	Board Date: November 15, 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:	Dr. Raúl Rodríguez, 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
Contractor: Angeles Contractor, Inc	D.S.A. No.	04-107804	
Architect: LPA, Inc.	Change Order No.	6	
	Date:	October 27, 2010	

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	\$149,324.86	
This Change Order	\$55,000.00	
Total Change Orders		\$204,324.86
Revised Contract Amount		\$2,421,324.86
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		November 15, 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. 6

Architect: LPA, Inc.

Date: October 27, 2010

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Removal of 13,000' sq ft of water saturated soil</p> <p><u>REASON:</u> Would not meet the required compaction to install all concrete flatwork</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$40,000.00
2.0	<p><u>DESCRIPTION:</u> Elimination of 4,000 sq ft of concrete sidewalks</p> <p><u>REASON:</u> Work is part of the Humanities Project</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$40,000.00	\$0.00
3.0	<p><u>DESCRIPTION:</u> Steel stud size increase from 6 to 10 inch at superstructure</p> <p><u>REASON:</u> To reinforce the structure</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$55,000.00
Sub-Total		\$40,000.00	\$95,000.00
Total			\$55,000.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: November 15, 2010
Re:	Approval of Change Order #1, Bid #1140 – Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Contracting, Inc. for Bid #1140, plumbing for the Athletic/Aquatic Complex.

ANALYSIS:

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

Change Order #1 increases the contract by \$45,668.14. The revised contract amount is \$780,858.14. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 6.21% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Bid #1144 for Interpipe Contracting, Inc., plumbing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$45,668.14	Board Date: November 15, 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:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Athletics & Aquatics Center Project at Santiago Canyon College	Bid No. 1140	P.O. # 10-P0014549
Contractor: Interpipe Contracting Inc.	D.S.A. No.	4-109232	
Architect: The Austin Company	Change Order No.	1	
	Date:	October 27, 2010	

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		\$735,190.00
Previous Change Orders	\$0.00	
This Change Order	\$45,668.14	
Total Change Orders		\$45,668.14
Revised Contract Amount		\$780,858.14
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		November 15, 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: Athletics & Aquatics Center Project at Santiago Canyon College	Bid No. 1140	P.O. # 10-P0014549
	D.S.A. No. 4-109232	
Contractor: Interpipe Contracting Inc.	Change Order No. 1	
Architect: The Austin Company	Date: October 27, 2010	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Removal of underground utilities (sewer, fire and water lines) not removed from previous Mepco contract This item will be back-charged to Mepco</p> <p><u>REASON:</u> Removal of utilities were necessary for completion and certification of building pad</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$21,286
2.0	<p><u>DESCRIPTION:</u> Relocate existing domestic and fire water feeding the M&O building</p> <p><u>REASON:</u> Existing utilities had to be relocated around the new retaining wall to the building</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$24,382
	Sub-Total	\$0.00	\$45,668.14
	Total		\$45,668.14

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0016382	1,188.69	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		10/11/2010
11-P0016383	1,442.67	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		10/11/2010
11-P0016386	2,452.93	TRI BEST VISUAL DISPLAY	Equip/Software - >\$200 <\$1,000	SP	BOND	10/11/2010
11-P0016387	234.86	SEARS	Non-Instructional Supplies	SP		10/11/2010
11-P0016388	300.00	CCCCIO	Inst Dues & Memberships	SP		10/11/2010
11-P0016389	311.61	ARBOR SCIENTIFIC	Instructional Supplies	SP		10/11/2010
11-P0016390	2,446.15	FREESTYLE SALES CO INC	Instructional Supplies	SP		10/11/2010
11-P0016391	514.38	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		10/11/2010
11-P0016392	427.39	TROXELL COMM INC	Non-Instructional Supplies			10/11/2010
11-P0016393	292.53	SAELIG COMPANY INC	Instructional Supplies	SP		10/11/2010
11-P0016394	734.06	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		10/11/2010
11-P0016395	139.80	C2 REPROGRAPHICS	Buildings - Blueprint/Reprod	SP	BOND	10/11/2010
11-P0016397	163.73	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/11/2010
11-P0016398	413.25	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		10/11/2010
11-P0016399	383.34	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			10/11/2010
11-P0016400	238.42	GRAINGER	Equip/Software - >\$200 <\$1,000			10/11/2010
11-P0016401	517.55	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		10/12/2010
11-P0016402	390.52	GRAINGER	Equip/Software - >\$200 <\$1,000			10/12/2010
11-P0016403	248.38	JON'S FLAGS & POLES	Non-Instructional Supplies			10/12/2010
11-P0016404	689.26	MIDWEST LIBRARY SVC	Library Books			10/12/2010
11-P0016405	458.24	GALE GROUP	Library Books	SP		10/12/2010
11-P0016406	2,000.00	FREY SCIENTIFIC/EDUC PUBL SERVICE	Instructional Supplies	SP		10/12/2010
11-P0016407	100.00	AARDVARK CLAY & SUPPLIES	Repair & Replacement Parts			10/12/2010
11-P0016408	2,683.87	DELL COMPUTER	Non-Instructional Supplies	SP		10/12/2010
11-P0016409	282.20	XEROX CORP	Non-Instructional Supplies			10/12/2010
11-P0016410	2,140.00	PITNEY BOWES	Non-Instructional Supplies			10/12/2010
11-P0016411	5,192.81	COMPUTERLAND OF SILICON VALLEY	Software Support Service			10/12/2010
11-P0016412	5,000.00	POSTMASTER	Postage			10/12/2010
11-P0016413	503.06	DELL COMPUTER	Non-Instructional Supplies			10/12/2010
11-P0016414	296.13	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		10/12/2010
* 11-P0016415	2,420.86	APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		10/12/2010
* 11-P0016416	986.36	TROXELL COMM INC	Equip/Software - >\$200 <\$1,000			10/12/2010
11-P0016417	207.84	MASTER RECORDING SUPPLY	Non-Instructional Supplies			10/12/2010
11-P0016418	750.00	LAB SAFETY SUPPLY	Instructional Supplies	SP		10/12/2010
11-P0016419	189.00	JEC INTEGRATION SYSTEMS	Instructional Supplies			10/12/2010

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.19 (1)

No. 5.19

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0016420	500.00	US SHOP TOOLS	Instructional Supplies	SP		10/12/2010
11-P0016421	99.83	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		10/12/2010
11-P0016422	500.00	MAINTEX INC	Non-Instructional Supplies			10/12/2010
11-P0016423	417.12	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		10/12/2010
11-P0016424	735.64	TOMARK SPORTS INC	Instructional Supplies	SP		10/12/2010
11-P0016425	1,536.90	SEHI COMPUTER PRODUCTS	Instructional Supplies			10/12/2010
11-P0016426	702.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			10/12/2010
11-P0016427	1,800.00	HAPPY HANDS CAR WASH	Non-Instructional Supplies			10/12/2010
11-P0016428	2,676.73	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		10/13/2010
11-P0016429	1,688.88	IN DEMAND TRAINING SOLUTIONS LLC	Software License and Fees	SP		10/13/2010
11-P0016430	242.48	LEACH INDUSTRIES LLC	Instructional Supplies	SP		10/13/2010
11-P0016431	920.77	TROSSEN ROBOTICS LLC	Instructional Supplies	SP		10/13/2010
11-P0016432	14,392.00	SINGLEWIRE SOFTWARE LLC	Software Support Service			10/13/2010
11-P0016434	425.00	PACIFIC COACHWAYS CHARTER	Transportation - Student	SP		10/13/2010
11-P0016435	3,469.00	COUNCIL FOR OPPORTUNITY IN EDUCATION	Inst Dues & Memberships	SP		10/14/2010
11-P0016436	847.43	C & A ATHLETICS	Instructional Supplies	SP		10/14/2010
11-P0016437	550.00	VIETNAM CALIFORNIA RADIO, INC.	Advertising	SP		10/14/2010
11-P0016438	936.54	MURPHY PRINTING CO	Non-Instructional Supplies	SP		10/14/2010
11-P0016439	6,395.84	DOCTORS CO	Malpractice Insurance	SP		10/14/2010
11-P0016440	585.10	ARRIAZA CECILIA A	Conference Expenses	SP		10/14/2010
11-P0016441	1,317.49	MARRIOTT	Conference Expenses	SP		10/14/2010
11-P0016442	485.10	MARTHA C. VARGAS	Conference Expenses	SP		10/14/2010
11-P0016443	1,317.49	MARRIOTT	Conference Expenses	SP		10/14/2010
11-P0016444	570.00	HILTON	Conference Expenses	SP		10/14/2010
11-P0016445	190.13	MR. ROBERT G. MANSON	Conference Expenses	SP		10/14/2010
11-P0016446	1,000.15	FITNESS REPAIR SHOP	Contracted Repair Services			10/14/2010
11-P0016447	6,623.51	MID CAL MOVING & STORAGE CO	Contracted Services			10/14/2010
11-P0016448	434.99	MULTI SERVICE CORP	Non-Instructional Supplies	SP		10/14/2010
11-P0016449	607.52	HST-LESSEE SAN DIEGO	Conference Expenses	SP		10/14/2010
* 11-P0016450	2,534.81	MCPAHAN BUSINESS INTERIORS	Equip/Software - >\$200 <\$1,000	SP	BOND	10/14/2010
11-P0016451	975.00	ACADEMIC SENATE FOR	Conference Expenses			10/14/2010
11-P0016452	375.00	CASFAA	Conference Expenses	SP		10/14/2010
11-P0016453	375.00	CASFAA	Conference Expenses	SP		10/14/2010
11-P0016454	375.00	CASFAA	Conference Expenses	SP		10/14/2010
11-P0016455	371.67	MANCHESTER GRAND HYATT	Conference Expenses	SP		10/14/2010

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5.19 (2)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0016457	371.67	MANCHESTER GRAND HYATT	Conference Expenses	SP		10/14/2010
11-P0016459	65.22	STAPLES CORP	Non-Instructional Supplies			10/14/2010
11-P0016460	371.67	MANCHESTER GRAND HYATT	Conference Expenses	SP		10/14/2010
11-P0016462	371.67	MANCHESTER GRAND HYATT	Conference Expenses	SP		10/14/2010
11-P0016464	371.67	MANCHESTER GRAND HYATT	Conference Expenses	SP		10/14/2010
11-P0016466	371.67	MANCHESTER GRAND HYATT	Conference Expenses	SP		10/14/2010
11-P0016468	371.67	MANCHESTER GRAND HYATT	Conference Expenses	SP		10/14/2010
11-P0016469	371.67	MANCHESTER GRAND HYATT	Conference Expenses	SP		10/14/2010
11-P0016470	150.00	MCMASTER CARR SUPPLY CO	Instructional Supplies	SP		10/15/2010
11-P0016471	371.67	MANCHESTER GRAND HYATT	Conference Expenses	SP		10/15/2010
11-P0016472	1,788.80	XPEDX PAPER CO	Non-Instructional Supplies			10/15/2010
11-P0016473	423.00	MR. ROBERT G. MANSON	Conference Expenses	SP		10/15/2010
11-P0016474	423.00	THUY-HUONG T. NGUYEN	Conference Expenses	SP		10/15/2010
11-P0016476	150.00	ALBERTSON'S	Food and Food Service Supplies	SP		10/15/2010
11-P0016478	375.00	CASFAA	Conference Expenses	SP		10/15/2010
11-P0016479	48.00	GLENDA R. WELCH	Conference Expenses	SP		10/15/2010
11-P0016480	375.00	CASFAA	Conference Expenses	SP		10/15/2010
11-P0016481	48.00	DENISE R. SCOLARO	Conference Expenses	SP		10/15/2010
11-P0016482	375.00	CASFAA	Conference Expenses	SP		10/15/2010
11-P0016483	500.00	BENNER METALS CORP	Instructional Supplies			10/15/2010
11-P0016484	48.00	DOROTHY B. NACITA	Conference Expenses	SP		10/15/2010
11-P0016485	48.00	NGOC H. DINH	Conference Expenses	SP		10/15/2010
11-P0016486	48.00	MICHAEL J. MARTINEZ	Conference Expenses	SP		10/15/2010
11-P0016487	48.00	TAI BANH	Conference Expenses	SP		10/15/2010
11-P0016488	58.87	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			10/15/2010
11-P0016489	507.16	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/15/2010
11-P0016490	36.74	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/15/2010
11-P0016491	83.65	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		10/15/2010
11-P0016492	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/15/2010
11-P0016493	2,000.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		10/15/2010
11-P0016494	419.40	MR. ROBERT G. MANSON	Conference Expenses	SP		10/15/2010
11-P0016495	1,465.00	ACADEMIC SENATE FOR	Conference Expenses	SP		10/15/2010
11-P0016496	999.00	DATATEL INC	District In-Service Activities			10/15/2010
11-P0016497	7,350.00	CORVEL ENTERPRISE COMP INC	Contracted Services			10/15/2010
11-P0016498	1,395.64	ROTO ROOTER SVC	Contracted Repair Services			10/15/2010

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5.19 (3)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0016499	3,400.00	EMPIRE PARKING LOT SERVICES	Contracted Repair Services			10/15/2010
11-P0016500	4,748.79	POWER PLUS	Contracted Repair Services			10/15/2010
11-P0016501	6,072.00	RIDELINKS INC	Contracted Services	SP		10/15/2010
11-P0016502	459.27	PACIFIC SYSTEMS ELECTRIC INC	Other Licenses & Fees	SP		10/15/2010
11-P0016503	112.20	PORTACRAFT INC	Contracted Repair Services			10/18/2010
11-P0016504	4,800.00	NINYO & MOORE	Buildings - Contracted Svcs	SP	BOND	10/18/2010
11-P0016505	750.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			10/18/2010
11-P0016506	175.00	COMMUNITY COLLEGE PUBLIC RELATIONS ORG	Inst Dues & Memberships			10/18/2010
11-P0016507	1,000.00	IVERSON TOOL GRINDING	Repair & Replacement Parts			10/19/2010
11-P0016508	300.00	CCCEOPSA CALIF COM COLL	Conference Expenses	SP		10/19/2010
11-P0016509	1,000.00	IVERSON TOOL GRINDING	Contracted Repair Services	SP		10/19/2010
11-P0016510	7,000.00	THE TEECOR GROUP INC	Contracted Services	SP		10/19/2010
11-P0016511	583.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			10/19/2010
11-P0016512	262.50	BLANKENSHIP, SHARLENE	Contracted Repair Services			10/19/2010
11-P0016513	4,412.00	RELIANT TESTING ENGINEERS	Buildings - Construction Tests	SP	BOND	10/19/2010
11-P0016514	1,280.00	ORANGE COUNTY REGISTER	Buildings - Legal Expenses	SP	BOND	10/19/2010
11-P0016515	2,704.00	GMS ELEVATOR	Contracted Repair Services	SP		10/20/2010
11-P0016516	75.00	SELVIDGE NATHAN HALE	Conference Expenses			10/20/2010
11-P0016517	290.43	HST-LESSEE SAN DIEGO	Conference Expenses			10/20/2010
11-P0016518	195.00	ACADEMIC SENATE FOR	Conference Expenses			10/20/2010
11-P0016519	325.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			10/20/2010
11-P0016520	1,241.06	TROPICAL PLAZA NURSERY	Contracted Repair Services			10/20/2010
11-P0016521	1,740.00	MORRIS JOHN THOMAS	Buildings - Contracted Svcs	SP	BOND	10/20/2010
11-P0016522	14,640.00	KRONOS PAINTING INC	Building Improvements	SP	BOND	10/20/2010
11-P0016523	3,782.40	COR O VAN MOVING	Buildings - Relocation/Moving	SP	BOND	10/20/2010
11-P0016524	1,456.66	FRANKLIN AIR CONDITIONING	Contracted Repair Services			10/20/2010
11-P0016525	500.00	ARROWHEAD MOUNTAIN SPRINGWATER	Non-Instructional Supplies	SP		10/20/2010
11-P0016526	995.00	SYMANTEC CORP	Other Licenses & Fees			10/20/2010
11-P0016527	2,000.00	ORANGE COUNTY REGISTER	Legal Expenses			10/20/2010
11-P0016528	2,321.31	WAXIE SANITARY SUPPLY	Equipment - All Other > \$1,000	SP	BOND	10/20/2010
11-P0016529	118.54	MITCHELL1	Instructional Supplies	SP		10/20/2010
11-P0016530	1,050.95	APPLE COMPUTER INC	Equip/Software - >\$200 <\$1,000			10/20/2010
11-P0016531	1,050.95	APPLE COMPUTER INC	Equipment - All Other > \$1,000			10/20/2010
11-P0016532	147.87	PINNACLE RADIO INC	Repair & Replacement Parts			10/20/2010
11-P0016533	147.63	BARNES & NOBLE INC	Non-Instructional Supplies	SP		10/20/2010

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5.19 (4)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0016534	532.00	GOMEZ ABRAHAM MATIAS	Instructional Supplies			10/21/2010
11-P0016535	500.00	RABUN'S AUTO GLASS	Repair & Replacement Parts			10/21/2010
11-P0016536	3,283.95	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		10/21/2010
11-P0016537	500.00	COAST TO COAST BUSINESS	Contracted Services			10/21/2010
11-P0016538	35,490.00	PROFESSIONAL TURF SPECIALTIES INC	Maint/Oper Service Agreements			10/21/2010
11-P0016539	245.43	LIQUID SOUL DIGITAL GRAPHICS LLC	Non-Instructional Supplies	SP		10/21/2010
11-P0016540	750.00	NACCE	Inst Dues & Memberships	SP		10/21/2010
11-P0016541	208.15	CALIF STAGE & LIGHTING	Non-Instructional Supplies			10/21/2010
11-P0016542	4,200.00	POINT AND CLICK SOLUTIONS INC	Software License and Fees	SP		10/21/2010
11-P0016543	3,214.46	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		10/21/2010
11-P0016544	1,581.74	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		10/21/2010
11-P0016545	499.95	NORMAN Y. FUJIMOTO	Internet Services	SP		10/21/2010
11-P0016546	8,380.80	RELIABLE ICE EQUIPMENT INC	Equipment - All Other > \$1,000	SP	BOND	10/21/2010
11-P0016547	4,034.90	DON BOOKSTORE	Non-Instructional Supplies	SP		10/21/2010
11-P0016548	383.80	AMERICAN EXPRESS	Conference Expenses	SP		10/21/2010
11-P0016549	99,973.19	DON BOOKSTORE	Books Paid for Students	SP		10/22/2010
11-P0016550	1,440.00	STATE OF CALIFORNIA	Fingerprinting			10/22/2010
11-P0016551	143.26	PINNACLE RADIO INC	Contracted Repair Services			10/22/2010
11-P0016552	930.44	OLYMPUS AMERICA INC	Instructional Supplies	SP		10/22/2010
11-P0016553	800.00	BRIDGES TRANSITIONS CO	Internet Services	SP		10/22/2010
* 11-P0016554	1,196.88	TRI BEST VISUAL DISPLAY	Instructional Supplies	SP		10/22/2010
11-P0016555	43,278.35	DELL COMPUTER	Equipment - Federal Progs >200	SP		10/22/2010
11-P0016556	1,659.94	DELL COMPUTER	Equipment - Software > \$1,000	SP		10/22/2010
11-P0016557	154.43	TROXELL COMM INC	Instructional Supplies	SP		10/22/2010
11-P0016559	660.77	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		10/22/2010
11-P0016560	630.75	DELL COMPUTER	Instructional Supplies	SP		10/22/2010
11-P0016561	20,000.00	HMC ARCHITECTS	Buildings - Architects Fee	SP		10/22/2010
11-P0016562	4,574.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	10/22/2010
11-P0016563	2,323.90	IMMEL DESIGN INC	Building Improvements	SP	BOND	10/22/2010
11-P0016564	1,573.89	E-COMPLETE LLC	Equipment - Federal Progs >200	SP		10/22/2010
* 11-P0016565	1,234.26	E-COMPLETE LLC	Equipment - Federal Progs >200	SP		10/22/2010
11-P0016566	1,850.91	E-COMPLETE LLC	Instructional Supplies	SP		10/22/2010
11-P0016567	816.69	E-COMPLETE LLC	Instructional Supplies	SP		10/22/2010
11-P0016568	260.67	AED SUPERSTORE	Instructional Supplies	SP		10/22/2010
11-P0016569	23.64	FUJIMOTO NORMAN Y	Food and Food Service Supplies	SP		10/22/2010

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5.19 (5)

5.19(6)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0016570	6,678.58	HEWLETT PACKARD CO	Equipment - All Other > \$1,000			10/22/2010
11-P0016571	4,618.72	PASCO SCIENTIFIC	Instructional Supplies	SP		10/25/2010
11-P0016572	1,158.63	GRAINGER	Instructional Supplies	SP		10/25/2010
11-P0016573	237.94	GRAINGER	Instructional Supplies	SP		10/25/2010
11-P0016574	529.54	ARBOR SCIENTIFIC	Instructional Supplies	SP		10/25/2010
* 11-P0016575	5,935.59	MCMAHAN BUSINESS INTERIORS	Equip/Software - >\$200 <\$1,000	SP		10/25/2010
11-P0016578	5,209.12	ORANGE COUNTY MONSTER CARTS INC	Equipment - All Other > \$1,000			10/26/2010
11-P0016579	2,200.00	HERZEN ERIC VON	Contracted Repair Services			10/26/2010
* 11-P0016580	5,558.79	SNAP ON INDUSTRIAL	Instructional Supplies	SP		10/26/2010
11-P0016581	816.28	MID AMERICA SALES ASSOC	Instructional Supplies	SP		10/26/2010
11-P0016582	1,501.63	DESTINATION DISTRIBUTION LLC	Software License and Fees	SP		10/26/2010
11-P0016583	585.00	UNIV OF MISSOURI	Conference Expenses	SP		10/26/2010
11-P0016584	62,922.00	ORANGE COUNTY SANITATION DISTRICT	Public Agencies' Assess & Fees			10/26/2010
11-P0016585	5,834.92	COUNTY OF ORANGE	Public Agencies' Assess & Fees			10/26/2010
11-P0016586	209.00	RAGAN COMM INC	Conference Expenses			10/26/2010
11-P0016587	13,200.00	HAGELBARGER THERESA C	Contracted Services	SP		10/26/2010
11-P0016588	6,100.00	KIMURA ELIZABETH LINDA	Contracted Services	SP		10/26/2010
11-P0016589	765.54	D4 SOLUTIONS INC.	Building Improvements	SP		10/26/2010
11-P0016590	8,618.48	ADVANCED WEB OFFSET INC	Class Schedules/Printing	SP		10/27/2010
11-P0016591	45,464.51	PERKIN ELMER	Equipment - All Other > \$1,000	SP	BOND	10/27/2010
11-P0016592	187.32	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/28/2010
11-P0016593	322.99	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/28/2010
* 11-P0016594	1,179.91	GLORIA I. GUZMAN	Non-Instructional Supplies	SP		10/28/2010
11-P0016595	75.16	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		10/28/2010
11-P0016596	61.54	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			10/28/2010
11-P0016597	34.69	BADGE EXPRESS	Non-Instructional Supplies	SP		10/28/2010
11-P0016598	4.57	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/28/2010
11-P0016599	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/28/2010
* 11-P0016600	937.36	NOOSHAN SHEKARABI	Awards & Incentives	SP		10/28/2010
11-P0016601	1,500.00	JOHNSTONE SUPPLY	Repair & Replacement Parts			10/28/2010
11-P0016602	4,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/28/2010
11-P0016603	160.00	ORANGE COUNTY REGISTER	Advertising			10/28/2010
11-P0016604	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/28/2010
11-P0016605	357.79	HOME DEPOT	Equip/Software - >\$200 <\$1,000			10/28/2010
11-P0016606	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/28/2010

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
11-P0016607	500.00	ART SUPPLY WAREHOUSE	Instructional Supplies	SP		10/28/2010
11-P0016608	1,500.00	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		10/28/2010
11-P0016609	1,500.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		10/28/2010
11-P0016610	2,000.00	GLASBY MAINTENANCE SUPPLY	Repair & Replacement Parts			10/28/2010
11-P0016611	190.31	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		10/28/2010
11-P0016612	502.00	DON BOOKSTORE	Non-Instructional Supplies	SP		10/28/2010
11-P0016613	200.00	PIZZA HUT	Food and Food Service Supplies	SP		10/28/2010
11-P0016614	750.00	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		10/28/2010
11-P0016616	3,000.00	AMAZON COM	Library Books	SP		10/28/2010
* 11-P0016617	1,847.64	TRI BEST VISUAL DISPLAY	Instructional Supplies	SP		10/28/2010
11-P0016618	210.53	SODEXHO	Food and Food Service Supplies	SP		10/28/2010
11-P0016619	200.00	AMERICAN INSTITUTE OF PHYSICS	Books, Mags & Ref Mat, Non-Lib	SP		10/28/2010
11-P0016620	52.00	COMMUNITY COLLEGE WEEK	Books, Mags & Ref Mat, Non-Lib			10/28/2010
11-P0016621	192.00	H. W. WILSON	Library Books - Periodicals			10/28/2010
11-P0016622	96.44	PHI LOAN M. LE	Non-Instructional Supplies	SP		10/28/2010
11-P0016623	1,963.26	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		10/28/2010
11-P0016624	6,005.98	RAWLINGS SPORTING GOODS	Instructional Supplies	SP		10/28/2010
11-P0016625	688.40	TOMARK SPORTS INC	Instructional Supplies	SP		10/28/2010
11-P0016626	368.00	OCCUPATIONAL MARKETING INC	Instructional Supplies	SP		10/28/2010
11-P0016627	87.00	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		10/28/2010
11-P0016628	1,882.73	DON BOOKSTORE	Non-Instructional Supplies	SP		10/28/2010
11-P0016629	732.55	COPQUEST INC	Instructional Supplies	SP		10/28/2010
11-P0016630	1,000.00	HERTZ CORP	Transportation - Student	SP		10/29/2010
11-P0016631	626.40	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		10/29/2010
11-P0016632	780.86	K LOG CO	Instructional Supplies	SP		10/29/2010
11-P0016633	400.00	SODEXHO	Food and Food Service Supplies	SP		10/29/2010
11-P0016634	5,667.39	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		10/29/2010
11-P0119213	1,603.60	GMS ELEVATOR	Maint/Oper Service Agreements			10/13/2010
11-P0119245	7,280.00	AGIAC ASIAN GANG INVESTIGATION	Instructional Agrmt - Salary			10/15/2010
11-P0119246	13,750.00	AD ASTRA INFORMATION SYSTEM LLC	Software Support Service			10/18/2010
* 11-P0119247	503.18	XEROX CORP	Excess/Copies Useage	SP		10/19/2010
11-P0119248	10,000.00	GOVERNENT	Software Support Service			10/20/2010

Grand Total: \$ 689,529.43

Legend: * = Multiple Accounts for this P.O. SP = Special Project

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 10, 2010 THROUGH OCTOBER 30, 2010
BOARD MEETING OF NOVEMBER 15, 2010**

P.O. #	Amount	Description	Department	Comment
11-P0016538	\$35,490.00	Repair and maintenance work of softball and baseball field at Santa Ana College	SAC-Maintenance & Operations	Received Quotations: 1) *Professional Turf Specialites, Inc. 2) Barendt Construction, Inc. *Successful Bidder
11-P0016549	\$99,973.19	Fall 2010 book vouchers for Santa Ana College EOPS students	SAC-EOPS	
11-P0016555	\$43,278.35	Dell computers and related components	SAC-Business Division	Purchased from the Western States Contracting Alliance (WSCA) master agreement #B27160 Board approved: November 16, 2009
11-P0016561	\$20,000.00	Architectural services required by the California Community Colleges to update the FUSION System related to facility space inventory for Santa Ana College and Santiago Canyon College	DO-Facility Planning	Board approved: September 13, 2010
11-P0016584	\$62,922.00	Sewer services fee for 2010-2011	DO-Facility Planning	
11-P0016591	\$45,464.51	Spectrometers and related accessories for the Science Center at Santiago Canyon College	SCC-Administrative Services	Received Quotations: 1) *Perkin Elmer 2) VWR International 3) Bruker Optics (No response) 4) Varian, Inc. (No response) 5) Thermo Fisher Scientific (No response) 6) Agilent Technologies (No response) *Successful Bidder

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: November 15, 2010
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs for FY 2010/2011 have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Child Development Infant Toddler Resource Award (District) ARRA funding from the California Department of Education to be used for child care and development services for children, birth to three years of age, in the District Child Development centers. (10/11) \$5,837 \$1,855 (<i>Augmentation - ARRA</i>) \$7,692	7/1/10	\$1,855
2. GEAR UP, 2005 – Year 6 (SAC) Last year of a six-year grant award from the U.S. Department of Education to increase the number of low-income students who are prepared to enter and succeed in post-secondary education. (10-11)	7/27/10	\$800,000
3. GEAR UP, 2009 – Year 2 (SAC) Second year of a six-year grant award from the U.S. Department of Education to increase the number of low-income students who are prepared to enter and succeed in post-secondary education. (10-11)	7/27/10	\$800,000
4. GEAR UP Implementation Grant (SAC) The U.S. Department of Education has partnered with RTI to perform a national evaluation of GEAR UP grant efforts. RTI has awarded funds to SAC, as one of the colleges participating in this GEAR UP evaluation and planning initiative. (10-11)	8/1/10	\$84,610

Fiscal Impact: \$1,690,465	Board Date: November 15, 2010
Item Prepared by: Huong Nguyen, Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Item Recommended by: Dr. Raúl Rodriguez, Chancellor	

5. Taller San Jose – Medical Career Academy (CEC)

Grant funds from Taller San Jose for CEC medical assistant program faculty to participate in the OC Allied Health Professional Collaborative by appointing a representative to serve on the collaborative, assist with drafting a collaborative strategic plan and evaluation plan, and provide an instructor for administrative medical assisting and clinical medical assisting classes. (10/11)

9/29/10

\$4,000

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: \$1,690,465	Board Date: November 15, 2010
Item Prepared by: Huong Nguyen, Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Item Recommended by: Dr. Raúl Rodriguez, Chancellor	

SPECIAL PROJECT DETAILED BUDGET # 1221
NAME: CHILD DEVELOPMENT CENTER INFANT-TODDLER RESOURCE AWARD (ARRA)
FISCAL YEAR - 2010/2011

CONTRACT PERIOD: 7/1/10 - 6/30/11
 CONTRACT INCOME: \$ 1,855
 CFDA No. 93.713

PROJ. ADM. E. PEREZ
 PROJ. DIR. D. TUCKER
 DATE: 10/27/2010

Datatel String					Description	Debit	Credit
FD	Project	Tops	Dept	Code			
33	1221	000000	50000	8199	Other Federal Revenues		1,855
33	1221	692000	53326	5100	Contracted Services : CDC Santiago Canyon College	1,855	
					TOTAL	1,855	1,855

SPECIAL PROJECT DETAILED BUDGET # 1513

NAME: GEAR UP IV - Year 2

FISCAL YEAR: 2010/11 & 2011/12

CONTRACT PERIOD: 7/31/10 - 7/30/11

CONTRACT INCOME: \$800,000

CFDA #: 84.334A ; Award #P334A090134

PROJ. ADM. Lilia Tanakeyowma

PROJ. DIR.

Date: 11/8/10

GL Account	Description	Debit	Credit
11-0000-672000-50000-5865	District Operations - Indirect Match Funds		59,259
11-0000-679000-10000-1110	Contract Instructors - Santa Ana College Holding Accounts		117,038
11-0000-679000-10000-3411	H&W - Instructional - Santa Ana College Holding Accounts		37,963
11-0000-672000-50000-2130	Classified Employees - District Operations Holding Accounts		5,874
11-0000-672000-50000-3415	H&W - Non-instructional - District Operations Holding Accounts		2,261
11-1513-649000-19100-1210	Academic Management : Student Services Office - Sara Lundquist - 15% match	24,618	
11-1513-649000-19100-3115	STRS - Non-Instructional : Student Services Office	2,072	
11-1513-649000-19100-3415	H & W - Non-Instructional : Student Services Office	846	
11-1513-649000-19100-3435	H & W - Retiree Fund Non-Inst : Student Services Of	564	
11-1513-649000-19100-3515	SUI - Non-Instructional : Student Services Office	181	
11-1513-649000-19100-3615	WCI - Non-Instructional : Student Services Office	603	
11-1513-649000-19100-3915	Other Benefits - Non-Instruct : Student Services Of	495	
11-1513-649000-19620-1210	Academic Management : Lilia Tanakeyowma - 50%	71,886	
11-1513-649000-19620-1250	Contract Coordinator : John Vu - 10% match	9,000	
11-1513-649000-19620-2130	Classified Employees : School & Community Partnersh	-	
11-1513-649000-19620-3115	STRS - Non-Instructional : School & Community Partn	838	
11-1513-649000-19620-3215	PERS - Non-Instructional : School & Community Partn	7,697	
11-1513-649000-19620-3315	OASDHI - Non-Instructional : School & Community Par	5,098	
11-1513-649000-19620-3325	Medicare - Non-Instructional : School & Community P	1,848	
11-1513-649000-19620-3415	H & W - Non-Instructional : School & Community Part	10,508	
11-1513-649000-19620-3435	H & W - Retiree Fund Non-Inst : School & Community	950	
11-1513-649000-19620-3515	SUI - Non-Instructional : School & Community Partne	688	
11-1513-649000-19620-3615	WCI - Non-Instructional : School & Community Partne	1,353	
11-1513-649000-19620-3915	Other Benefits - Non-Instruct : School & Community	1,155	
11-1513-649000-19705-1210	Academic Management - Loy 10%	11,534	
11-1513-649000-19705-3115	STRS - Non-Instructional : School & Community Partn	977	
11-1513-649000-19705-3325	Medicare - Non-Instructional : School & Community P	172	
11-1513-649000-19705-3415	H & W - Non-Instructional : School & Community Part	1,130	
11-1513-649000-19705-3435	H & W - Retiree Fund Non-Inst : School & Community	118	
11-1513-649000-19705-3515	SUI - Non-Instructional : School & Community Partne	85	
11-1513-649000-19705-3615	WCI - Non-Instructional : School & Community Partne	284	
11-1513-649000-19705-3915	Other Benefits - Non-Instruct : School & Community	303	
11-1513-672000-50000-5865	Indirect Costs : District Operations	59,259	
11-1513-679000-53340-2110	Classified Management : Research	5,874	
11-1513-679000-53340-3215	PERS - Non-Instructional : Research	629	
11-1513-679000-53340-3315	OASDHI - Non-Instructional : Research	372	
11-1513-679000-53340-3325	Medicare - Non-Instructional : Research	87	
11-1513-679000-53340-3415	H & W - Non-Instructional : Research	802	
11-1513-679000-53340-3435	H & W - Retiree Fund Non-Inst : Research	60	
11-1513-679000-53340-3515	SUI - Non-Instructional : Research	43	
11-1513-679000-53340-3615	WCI - Non-Instructional : Research	144	
11-1513-679000-53340-3915	Other Benefits - Non-Instruct : Research	124	
	Totals for GEAR UP III - Year 6 Match	222,395	222,395

6.1 (4)

SPECIAL PROJECT DETAILED BUDGET # 1513

NAME: GEAR UP IV - Year 2

FISCAL YEAR: 2010/11 & 2011/12

CONTRACT PERIOD: 7/31/10 - 7/30/11

PROJ. ADM. Lilia Tanakeyowma

CONTRACT INCOME: \$800,000

PROJ. DIR.

CFDA #: 84.334A ; Award #P334A090134

Date: 11/8/10

GL Account	Description	Debit	Credit
12-1513-000000-10000-8199	Other Federal Revenues : Santa Ana College		740,741
12-1513-000000-50000-8199	Other Federal Revenues : District Operations		59,259
12-1513-649000-19620-1250	Contract Coordinator : School & Community Partners - John Vu (40%)	34,028	
12-1513-649000-19620-2130	Classified Employees : School & Community Partnership	60,000	
12-1513-649000-19620-2310	Classified Employees - Ongoing : School & Community	20,000	
12-1513-649000-19620-2340	Student Assistants - Hourly : School & Community Pa	20,000	
12-1513-649000-19620-3115	STRS - Non-Instructional : School & Community Partn	2,848	
12-1513-649000-19620-3215	PERS - Non-Instructional : School & Community Partn	8,567	
12-1513-649000-19620-3315	OASDHI - Non-Instructional : School & Community Par	5,038	
12-1513-649000-19620-3325	Medicare - Non-Instructional : School & Community P	1,178	
12-1513-649000-19620-3415	H & W - Non-Instructional : School & Community Part	30,375	
12-1513-649000-19620-3435	H & W - Retiree Fund Non-Inst : School & Community	1,468	
12-1513-649000-19620-3515	SUI - Non-Instructional : School & Community Partne	729	
12-1513-649000-19620-3615	WCI - Non-Instructional : School & Community Partne	2,430	
12-1513-649000-19620-3915	Other Benefits - Non-Instruct : School & Community	1,850	
12-1513-649000-19620-4210	Books, Mags & Ref Mat, Non-Lib : School & Community	2,000	
12-1513-649000-19620-4610	Non-Instructional Supplies : School & Community Par	4,000	
12-1513-649000-19620-5100	Contracted Services : School & Community Partnership - Delhi (\$5,000) - LHA (\$10,000) - SAUSD (\$211,787) - UCI (\$272,937)	499,724	
12-1513-672000-50000-5865	Indirect Costs : District Operations	59,259	
12-1513-732000-19620-7610	Books Paid for Students : School & Community Partne	3,107	
12-1513-732000-19620-7630	Supplies Paid for Students : School & Community Par	5,000	
12-1513-732000-19620-7650	Stipends Paid to Students : School & Community Part	38,400	
Totals for PROJECT: 1513	GEAR UP IV - Year 2	800,000	800,000

6.1 (5)

SPECIAL PROJECT DETAILED BUDGET # 1511

NAME: GEAR UP III - Year 6

FISCAL YEAR: 2010/11 & 2011/12

CONTRACT PERIOD: 9/1/10 to 8/31/11

PROJ. ADM. Lilia Tanakeyowma

CONTRACT INCOME: \$800,000

PROJ. DIR.

CFDA #: 84.334A ; Award #P334A050103

Date: 8/3/10

GL Account	Description	Debit	Credit
11-0000-672000-50000-5865	District Operations - Indirect Match Funds		61,620
11-0000-679000-10000-1110	Contract Instructors - Santa Ana College Holding Accounts		96,367
11-0000-679000-10000-3411	H&W - Instructional - Santa Ana College Holding Accounts		33,321
11-0000-672000-50000-2130	Classified Employees - District Operations Holding Accounts		5,186
11-0000-672000-50000-3415	H&W - Non-instructional - District Operations Holding Accounts		2,098
11-1511-649000-19100-1210	Academic Management : Student Services Office - Sara Lundquist - 10% match	15,974	
11-1511-649000-19100-3115	STRS - Non-Instructional : Student Services Office	1,345	
11-1511-649000-19100-3325	Medicare - Non-Instructional : Student Services Off	-	
11-1511-649000-19100-3415	H & W - Non-Instructional : Student Services Office	564	
11-1511-649000-19100-3435	H & W - Retiree Fund Non-Inst : Student Services Of	564	
11-1511-649000-19100-3515	SUI - Non-Instructional : Student Services Office	117	
11-1511-649000-19100-3615	WCI - Non-Instructional : Student Services Office	391	
11-1511-649000-19100-3915	Other Benefits - Non-Instruct : Student Services Of	330	
11-1511-649000-19620-1210	Academic Management : School & Community Partnershi - Lilia Tanakeyowma - 50%	71,886	
11-1511-649000-19620-1250	Contract Coordinator : School & Community Partners - John Vu - 10% match	8,507	
11-1511-649000-19620-2130	Classified Employees : School & Community Partnersh	-	
11-1511-649000-19620-3115	STRS - Non-Instructional : School & Community Partn	712	
11-1511-649000-19620-3215	PERS - Non-Instructional : School & Community Partn	7,697	
11-1511-649000-19620-3315	OASDHI - Non-Instructional : School & Community Par	5,098	
11-1511-649000-19620-3325	Medicare - Non-Instructional : School & Community P	1,848	
11-1511-649000-19620-3415	H & W - Non-Instructional : School & Community Part	10,508	
11-1511-649000-19620-3435	H & W - Retiree Fund Non-Inst : School & Community	950	
11-1511-649000-19620-3515	SUI - Non-Instructional : School & Community Partne	688	
11-1511-649000-19620-3615	WCI - Non-Instructional : School & Community Partne	1,353	
11-1511-649000-19620-3915	Other Benefits - Non-Instruct : School & Community	1,155	
11-1511-672000-50000-5865	Indirect Costs : District Operations	61,620	
11-1511-679000-53340-2110	Classified Management : Research	5,186	
11-1511-679000-53340-3215	PERS - Non-Instructional : Research	555	
11-1511-679000-53340-3315	OASDHI - Non-Instructional : Research	323	
11-1511-679000-53340-3325	Medicare - Non-Instructional : Research	76	
11-1511-679000-53340-3415	H & W - Non-Instructional : Research	802	
11-1511-679000-53340-3435	H & W - Retiree Fund Non-Inst : Research	53	
11-1511-679000-53340-3515	SUI - Non-Instructional : Research	38	
11-1511-679000-53340-3615	WCI - Non-Instructional : Research	127	
11-1511-679000-53340-3915	Other Benefits - Non-Instruct : Research	124	
	Totals for GEAR UP III - Year 6 Match	198,592	198,592

6.1 (6)

SPECIAL PROJECT DETAILED BUDGET # 1511

NAME: GEAR UP III - Year 6

FISCAL YEAR: 2010/11 & 2011/12

CONTRACT PERIOD: 9/1/10 to 8/31/11

PROJ. ADM. Lilia Tanakeyowma

CONTRACT INCOME: \$800,000

PROJ. DIR.

CFDA #: 84.334A ; Award #P334A050103

Date: 8/3/10

GL Account	Description	Debit	Credit
12-1511-000000-10000-8199	Other Federal Revenues : Santa Ana College		740,741
12-1511-000000-50000-8199	Other Federal Revenues : District Operations		59,259
12-1511-649000-19620-1250	Contract Coordinator : School & Community Partners - John Vu (40%)	34,028	
12-1511-649000-19620-2130	Classified Employees : School & Community Partnership	107,530	
12-1511-649000-19620-2310	Classified Employees - Ongoing : School & Community	22,946	
12-1511-649000-19620-2340	Student Assistants - Hourly : School & Community Pa	10,000	
12-1511-649000-19620-3115	STRS - Non-Instructional : School & Community Partn	2,848	
12-1511-649000-19620-3215	PERS - Non-Instructional : School & Community Partn	13,970	
12-1511-649000-19620-3315	OASDHI - Non-Instructional : School & Community Par	8,000	
12-1511-649000-19620-3325	Medicare - Non-Instructional : School & Community P	2,372	
12-1511-649000-19620-3335	PARS - Non-Instructional : School & Community Partn	-	
12-1511-649000-19620-3415	H & W - Non-Instructional : School & Community Part	19,704	
12-1511-649000-19620-3435	H & W - Retiree Fund Non-Inst : School & Community	1,600	
12-1511-649000-19620-3515	SUI - Non-Instructional : School & Community Partne	1,206	
12-1511-649000-19620-3615	WCI - Non-Instructional : School & Community Partne	4,262	
12-1511-649000-19620-3915	Other Benefits - Non-Instruct : School & Community	3,065	
12-1511-649000-19620-4210	Books, Mags & Ref Mat, Non-Lib : School & Community	10,440	
12-1511-649000-19620-4610	Non-Instructional Supplies : School & Community Par	7,341	
12-1511-649000-19620-4710	Food and Food Service Supplies : School & Community	5,000	
12-1511-649000-19620-5100	Contracted Services : School & Community Partnership - Delhi (\$5,000) - LHA (\$10,000) - SAUSD (\$152,500) - UCI (\$279,930)	447,430	
12-1511-672000-50000-5865	Indirect Costs : District Operations	59,259	
12-1511-732000-19620-7650	Stipends Paid to Students : School & Community Part	39,000	
Totals for PROJECT: 1511	GEAR UP III - Year 6	800,000	800,000

6.1 (7)

SPECIAL PROJECT DETAILED BUDGET # 1519
NAME: GEAR UP - Implementation (Subcontract from RTI International)
FISCAL YEAR: 2010/11 & 2011/12

CONTRACT PERIOD: 8/1/10 to 9/30/11
 CONTRACT INCOME: \$84,610
 Prime Contract # ED-04-CO-0036/0001
 Subcontract # 28-312-0209234

PROJ. ADM. Lilia Tanakeyowma
 PROJ. DIR.
 Date: 10/29/10

GL Account	Description	Debit	Credit
12-1519-000000-10000-8199	Other Federal Revenues : Santa Ana College		78,343
12-1519-000000-50000-8199	Other Federal Revenues : District Operations		6,267
12-1519-649000-19620-4710	Food & Food Service : School/Community Partnership	3,000	
12-1519-649000-19620-5100	Contracted Services : School & Community Partnership - SAUSD (\$38,623) - UCI (\$36,720)	75,343	
12-1519-672000-50000-5865	Indirect Costs : District Operations	6,267	
Totals for PROJECT: 1519	GEAR UP - Implementation (Subcontract from RTI International)	84,610	84,610

Match Cost

Santa Ana Unified School District	-
UCI	22,329
RSCCD - Santa Ana College (Inkind)	6,000
Indirect match (RSCCD-SAC)	2,266
Total Match	30,595

6.1 (8)

SPECIAL PROJECT DETAILED BUDGET # 3736
NAME: Taller San Jose - Allied Health Professional Collaborative
Santa Ana college School of Continuing Education (SACSCE)
FISCAL YEAR: 2010-2011

CONTRACT PERIOD: 7/1/10 to 6/30/11
 CONTRACT INCOME: \$4,000

PROJ. ADM. N. Lipiz
 PROJ. DIR. N. Lipiz

Date: 10/29/10

Datatel String	Description	Debit	Credit
12-3736-000000-10000-8891	Other Local Revenue		4,000
12-3736-051400-18200-1480	Part-Time Reassigned Time : SAC Continuing Ed-Instr	1,757	
12-3736-051400-18200-3115	STRS - Non-Instructional : SAC CEC	145	
12-3736-051400-18200-3325	Medicare - Non-Instructional : SAC CEC	25	
12-3736-051400-18200-3435	H&W Ret. Fd. - Non-Instructional : SAC CEC	18	
12-3736-051400-18200-3515	SUI - Non-Instructional : SAC CEC	13	
12-3736-051400-18200-3615	WCI - Non-Instructional : SAC CEC	42	
12-3736-051400-18200-4210	Books, Mags & Ref Mat, Non-Lib : SAC Continuing Ed-	2,000	
	TOTALS	4,000	4,000

6.1 (9)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: November 15, 2010
Re: Approval of Subcontract Agreements between RSCCD and HABLA, CHOC/Help Me Grow, and MOMS Orange County for Early Head Start ARRA Expansion, Year 2 of 2	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District has been awarded the second year funding for the Early Head Start ARRA Expansion grant from the United States Department of Health and Human Services Administration for Children and Families. The Early Head Start program serves children ages birth through three years old and their families, and pregnant mothers by providing comprehensive center- and home-based services.

ANALYSIS

The Rancho Santiago Community College District Child Development Services has formed a collaborative effort to meet the needs of 140 children and their families. The following are the partners involved in this undertaking:

<u>Contract No.</u>	<u>Subcontractor</u>	<u>Amount</u>
DO-10-031	Help Me Grow – CHOC	\$174,981
DO-10-032	MOMS Orange County	\$125,220
DO-10-033	PHFE/HABLA	\$371,462

Early Head Start Project Director is Debbie McBee. Project Administrator is Dee Tucker.

RECOMMENDATION

It is recommended that the subcontract agreements be approved and 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: \$671,663	Board Date: November 15, 2010
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

**YEAR TWO
AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CHOC CHILDREN'S**

Early Head Start (Grant No. 09SA9091/02)

This Agreement is entered into on the 15th day of November 2010, between Rancho Santiago Community College District (hereinafter "RSCCD") and CHOC CHILDREN'S on behalf of HELP ME GROW OC (hereinafter "SUBRECIPIENT").

WHEREAS, RSCCD has received the second year of funding of a grant entitled Early Head Start ARRA Expansion (Grant No. 09SA9091/02; CFDA No. 93.709), from the United States Department of Health and Human Services Administration for Children and Families (ACF), for the purpose of providing services to children and their families, and

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the DISTRICT and SUBRECIPIENT do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 30, 2010, and ending September 29, 2011, in the amount of \$174,981 (\$164,905 Operating Budget and \$10,076 Training and Technical Assistance Budget for year two) and subject to the provisions of this Agreement.

PURPOSE

2. The purpose of the program funded by this Agreement is to support Early Head Start services and is designed to improve the quality and long-term effectiveness of children and families by developing comprehensive services to the whole family which will lead to self sufficiency. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 45 CFR 74; 45 CFR 1301-1310; OMB Circular A-110 Uniform Administrative Requirements for Awards and Sub-Awards With Institutions of Higher

Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-21 Cost Principles for Educational Institutions; and OMB Circular A-133 Appendix B Audits of States, Local Governments and Non-Profit Organizations, Compliance Supplement;

- b. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
- c. All applicable State statutes, regulations, policies, procedures and directives;
- d. All applicable local ordinances and requirements, including use permits and licensing;
- e. Court orders applicable to its operation; and
- f. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

- 4. This Agreement is based on the Application for Federal Assistance included with the Year Two Agreement (refer to **Exhibit A**). SUBRECIPIENT agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Assistance in a professional, timely and diligent manner (refer to **Exhibit C**). The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

- 5. The parties hereto agree that those program components and service levels detailed in the aforementioned Application for Federal Assistance may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 45 CFR 74.25 (c)(2)) are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

PLANS AND PROCEDURES

- 6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

- 7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data.

NO SUPPLANTATION

- 8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SUBRECIPIENT shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

BUDGET SCHEDULE

11. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached as **Exhibit B**, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

MODIFICATION OF BUDGET SCHEDULE

12. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in the need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

TIME EXTENSIONS

13. RSCCD will not be requesting a time extension for Year Two activities from the U.S. Department of Health and Human Services ACF. As a result, SUBRECIPIENT will not be granted an extension. Therefore, SUBRECIPIENT must spend all of the funds allocated through this agreement within the timeframe of the agreement. Under this agreement, SUBRECIPIENT will only be reimbursed for expenses that are incurred prior to September 30, 2011.

SUBMISSION OF INVOICES

14. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- a. Payments. Beginning upon execution of this agreement, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$174,981. Invoices should show itemized expenditures in accordance with the invoice template provided with the Year Two Agreement (refer to **Exhibit D**).

- b. Progress Reports. Failure to submit timely Progress Reports will result in delays of payment to SUBRECIPIENT (refer to **Exhibit E**). Progress Reports are due to the Project Director by the following dates:
 - i. Monthly reports – Monthly on the 15th (starting December 15, 2010)
 - ii. Final Program Report – October 15, 2011
 - iii. Other reports as required upon
- c. Invoices. One original signed invoice (separate for Training & Technical Assistance and Operating budgets) should be sent to the Project Director, as follows:

Debbie McBee, Project Director
Child Development Services
Rancho Santiago Community College District
2323 North Broadway, Suite 350
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

- 15. a. Financial Management System. SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT'S system shall provide fiscal control and accounting procedures that will include the following:
 - 1. Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - 2. Effective internal controls to safeguard assets and assure their proper use;
 - 3. Source documentation to support accounting records; and
 - 4. Proper charging of costs and cost allocation.
- b. SUBRECIPIENT'S Records. SUBRECIPIENT'S records shall be sufficient to:
 - 1. Permit preparation of required reports;
 - 2. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - 3. Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- c. Costs Charged. Costs shall be charged to this contract only in accordance with the following:
 - 1. Refer to **Exhibit B**.

PROGRAM INCOME

- 16. SUBRECIPIENT must comply with **Exhibit F**, Use of Program Income, for all program income generated.

ANNUAL AUDIT

- 17. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

ACCESS AND RECORDS

18. a. Access. RSCCD, the U.S. Department of Health and Human Services ACF, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT'S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.
- b. Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records that relate to 1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or 2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

20. As a condition of this award of financial assistance under the U.S. Department of Health and Human Services ACF to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 45 CFR 84, 85, 86, 90, 91 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.
- a. During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital

status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

- b. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- c. SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

PROPERTY

22. a. Definitions

- 1. “Real Property” is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
 - 2. “Equipment”: For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is NOT considered an allowable cost without prior written approval of the Grants Officer.
- b. Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

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

INSURANCE

24. SUBRECIPIENT 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT'S comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

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

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

25. SUBRECIPIENT agrees to grant RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 45 CFR 74.36, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the U.S. Department of Health and Human Services ACF."

STANDARDS OF CONDUCT

- 26. a. General Assurance. In accordance with 45 CFR 74.42 every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- b. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.
- c. Conducting Business Involving Close Personal Friends and Associates. Executives of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, or an elected official in the area, a permanent record of the transaction will be retained.
- d. Avoidance of Economic Interest. No executive or employee of SUBRECIPIENT, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

DRUG FREE WORKPLACE

27. SUBRECIPIENT shall abide by the Government-wide Requirements for a Drug Free Workplace in accordance with 45 CFR 82.205. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with these requirements.

ENVIRONMENTAL TOBACCO SMOKE

28. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with the requirements of the Act.

DEBARMENT AND SUSPENSION

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 45 CFR Part 74.13.

TRAFFICKING VICTIMS PROTECTION ACT

30. As required under Section 106 (g) of the TVPA as amended in 22 U.S.C. 7104(g) RSCCD retains the right to terminate this sub-agreement, without penalty, if the SUBRECIPIENT, or any of its subcontractors (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, or sub-agreement is in effect, or (ii) uses forced labor in the performance of this sub-agreement.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. As required under Section 508 of Public Law 103-333, the following conditions are applicable to the SUBRECIPIENT: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to States and local governments and recipients of Federal research grants shall clearly state 1) the percentage of the total costs of the program or project which will be financed with Federal money, 2) the dollar amount of Federal funds for the program or project, and 3) the percentage and dollar amount of total costs of program or project that will be refinanced by non-governmental sources."

LOBBYING

32. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 45 CFR Part 93, SUBRECIPIENT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of

- any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

BREACH – SANCTIONS

33. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: 1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or 2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or 3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

34. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Any dispute concerning any question arising under this Agreement, except as otherwise provided in this Agreement, shall be decided by RSCCD or the U.S. Department of Health and Human Services ACF. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the U.S. Department of Health and Human Services ACF, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the U.S. Department of Health and Human Services ACF, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

35. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon

termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD'S decision.

TOTAL AGREEMENT

36. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

37. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

38. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

SUBRECIPIENT: Rebecca Hernandez, Manager, Help Me Grow OC
 1915 West Orangewood Avenue, Suite 303
 Orange, CA 92868

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

Rancho Santiago Community College District

CHOC CHILDREN'S

By: _____

By: _____

Name: Peter J. Hardash

Name: Debra Mathis

Title: Vice Chancellor, Business/Fiscal Services

Title: Chief Operating Officer

Date: _____

Date: _____

HELP ME GROW OC

By: _____

Name: Rebecca Hernandez, MEd

Title: Manager

Date: _____

Board approval: November 15, 2010

LIST OF EXHIBITS

EXHIBIT A	EARLY HEAD START APPLICATION
EXHIBIT B	OPERATING AND TRAINING & TECHNICAL ASSISTANCE BUDGETS
EXHIBIT C	SCOPE OF WORK
EXHIBIT D	INVOICE TEMPLATE
EXHIBIT E	REPORT TEMPLATE
EXHIBIT F	USE OF PROGRAM INCOME

**YEAR TWO
AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
MOMS Orange County**

Early Head Start (Grant No. 09SA9091/02)

This Agreement is entered into on the 15th day of November 2010, between Rancho Santiago Community College District (hereinafter "RSCCD") and MOMS Orange County (hereinafter "SUBRECIPIENT").

WHEREAS, RSCCD has received the second year of funding of a grant entitled Early Head Start ARRA Expansion (Grant No. 09SA9091/02; CFDA No. 93.709), from the United States Department of Health and Human Services Administration for Children and Families (ACF), for the purpose of providing services to children and their families, and

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the DISTRICT and SUBRECIPIENT do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 30, 2010 and ending September 29, 2011, in the amount of \$125,220 ((\$121,620 Operating Budget and \$3,600 Training and Technical Assistance Budget for year two) and subject to the provisions of this Agreement.

PURPOSE

2. The purpose of the program funded by this Agreement is to support Early Head Start services and is designed to improve the quality and long-term effectiveness of children and families by developing comprehensive services to the whole family which will lead to self sufficiency. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 45 CFR 74; 45 CFR 1301-1310; OMB Circular A-110 Uniform Administrative Requirements for Awards and Sub-Awards With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-21 Cost

- Principles for Educational Institutions; and OMB Circular A-133 Appendix B Audits of States, Local Governments and Non-Profit Organizations, Compliance Supplement;
- b. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
 - c. All applicable State statutes, regulations, policies, procedures and directives;
 - d. All applicable local ordinances and requirements, including use permits and licensing;
 - e. Court orders applicable to its operation; and
 - f. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Assistance included with the Year Two Agreement (refer to **Exhibit A**). SUBRECIPIENT agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Assistance in a professional, timely and diligent manner (refer to **Exhibit C**). The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in the aforementioned Application for Federal Assistance may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 45 CFR 74.25 (c)(2)) are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

PLANS AND PROCEDURES

6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SUBRECIPIENT shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

BUDGET SCHEDULE

11. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached as **Exhibit B**, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

MODIFICATION OF BUDGET SCHEDULE

12. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in the need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Service ACF.

TIME EXTENSIONS

13. RSCCD will not be requesting a time extension for Year Two activities from the U.S. Department of Health and Human Services ACF. As a result, SUBRECIPIENT will not be granted an extension. Therefore, SUBRECIPIENT must spend all of the funds allocated through this agreement within the timeframe of the agreement. Under this agreement, SUBRECIPIENT will only be reimbursed for expenses that are incurred prior to September 30, 2011.

SUBMISSION OF INVOICES

14. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- a. **Payments.** Beginning upon execution of this agreement, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, RSCCD shall make reimbursement payments as long as the total payments under this

Agreement do not exceed \$125,220. Invoices should show itemized expenditures in accordance with the invoice template provided with the Year Two Agreement (refer to **Exhibit D**).

- b. Progress Reports. Failure to submit timely Progress Reports will result in delays of payment to SUBRECIPIENT (refer to **Exhibit E**). Progress Reports are due to the Project Director by the following dates:
 - i. Monthly reports – Monthly on the 15th (starting December 15, 2010)
 - ii. Final Program Report – October 15, 2011
 - iii. Other reports as required upon request
- c. Invoices. One original signed invoice (separate for Training & Technical Assistance and Operating budgets) should be sent to the Project Director, as follows:

Debbie McBee, Project Director
Child Development Services
Rancho Santiago Community College District
2323 North Broadway, Suite 350
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

- 15. a. Financial Management System. SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT'S system shall provide fiscal control and accounting procedures that will include the following:
 - 1. Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - 2. Effective internal controls to safeguard assets and assure their proper use;
 - 3. Source documentation to support accounting records; and
 - 4. Proper charging of costs and cost allocation.
- b. SUBRECIPIENT'S Records. SUBRECIPIENT'S records shall be sufficient to:
 - 1. Permit preparation of required reports;
 - 2. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - 3. Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- c. Costs Charged. Costs shall be charged to this contract only in accordance with the following:
 - 1. Refer to **Exhibit B**.

PROGRAM INCOME

- 16. SUBRECIPIENT must comply with **Exhibit F**, Use of Program Income, for all program income generated.

ANNUAL AUDIT

- 17. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

ACCESS AND RECORDS

18. a. Access. RSCCD, the U.S. Department of Health and Human Services ACF, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT'S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.
- b. Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records that relate to 1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or 2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

20. As a condition of this award of financial assistance under the U.S. Department of Health and Human Services ACF to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 45 CFR 84, 85, 86, 90, 91 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.
- a. During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully

discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

- b. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- c. SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

PROPERTY

22. a. Definitions

- 1. “Real Property” is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
 - 2. “Equipment”: For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is NOT considered an allowable cost without prior written approval of the Grants Officer.
- b. Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

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

INSURANCE

24. SUBRECIPIENT 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT'S comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

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

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

25. SUBRECIPIENT agrees to grant RSCCD, the US Department of Health and Human Services ACF, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the US Department of Health and Human Services ACF, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 45 CFR 74.36, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Health and Human Services ACF."

STANDARDS OF CONDUCT

26. a. General Assurance. In accordance with 45 CFR 74.42 every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- b. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.
- c. Conducting Business Involving Close Personal Friends and Associates. Executives of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, or an elected official in the area, a permanent record of the transaction will be retained.
- d. Avoidance of Economic Interest. No executive or employee of SUBRECIPIENT, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

DRUG FREE WORKPLACE

27. SUBRECIPIENT shall abide by the Government-wide Requirements for a Drug Free Workplace in accordance with 45 CFR 82.205. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with these requirements.

ENVIRONMENTAL TOBACCO SMOKE

28. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with the requirements of the Act.

DEBARMENT AND SUSPENSION

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 45 CFR Part 74.13.

TRAFFICKING VICTIMS PROTECTION ACT

30. As required under Section 106 (g) of the TVPA as amended in 22 U.S.C. 7104(g) RSCCD retains the right to terminate this sub-agreement, without penalty, if the SUBRECIPIENT, or any of its subcontractors (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, or sub-agreement is in effect, or (ii) uses forced labor in the performance of this sub-agreement.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. As required under Section 508 of Public Law 103-333, the following conditions are applicable to the SUBRECIPIENT: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to States and local governments and recipients of Federal research grants shall clearly state 1) the percentage of the total costs of the program or project which will be financed with Federal money, 2) the dollar amount of Federal funds for the program or project, and 3) the percentage and dollar amount of total costs of program or project that will be refinanced by non-governmental sources."

LOBBYING

32. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 45 CFR Part 93, SUBRECIPIENT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

BREACH – SANCTIONS

33. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: 1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or 2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or 3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

34. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Any dispute concerning any question arising under this Agreement, except as otherwise provided in this Agreement, shall be decided by RSCCD or the Department of Health and Human Services ACF. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the Department of Health and Human Services ACF, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the US Department of Health and Human Services ACF, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

35. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT’S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD’S decision.

TOTAL AGREEMENT

36. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

37. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

38. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

SUBRECIPIENT: MOMS Orange County
1128 West Santa Ana Blvd
Santa Ana, CA 92703

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

Rancho Santiago Community College District

MOMS of Orange County

By: _____

By: _____

Name: Peter J. Hardash

Name: Pamela Pimentel

Title: Vice Chancellor, Business/Fiscal Services

Title: Chief Executive Officer

Date: _____

Date: _____

Board approval: November 15, 2010

LIST OF EXHIBITS

EXHIBIT A	EARLY HEAD START APPLICATION
EXHIBIT B	OPERATING AND TRAINING & TECHNICAL ASSISTANCE BUDGETS
EXHIBIT C	SCOPE OF WORK
EXHIBIT D	INVOICE TEMPLATE
EXHIBIT E	REPORT TEMPLATE
EXHIBIT F	USE OF PROGRAM INCOME

**YEAR TWO
AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
PHFE/HABLA**

Early Head Start (Grant No. 09SA9091/02)

This Agreement is entered into on the 15th day of November 2010, between Rancho Santiago Community College District (hereinafter "RSCCD") and the Public Health Foundation Enterprises, Inc. (PHFE)/ HABLA (hereinafter "SUBRECIPIENT").

WHEREAS, RSCCD has received the second year of funding of a grant entitled Early Head Start ARRA Expansion (Grant No. 09SA9091/02; CFDA No. 93.709), from the United States Department of Health and Human Services ACF Administration for Children and Families (ACF), for the purpose of providing services to children and their families, and

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the DISTRICT and SUBRECIPIENT do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 30, 2010 and ending September 29, 2011, in the amount of \$371,462 (\$361,962 Operating Budget and \$9,500 Training and Technical Assistance for year two) and subject to the provisions of this Agreement.

PURPOSE

2. The purpose of the program funded by this Agreement is to support Early Head Start services and is designed to improve the quality and long-term effectiveness of children and families by developing comprehensive services to the whole family which will lead to self sufficiency. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:
 - a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 45 CFR 74; 45 CFR 1301-1310; OMB Circular A-110 Uniform Administrative Requirements for Awards and Sub-Awards With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-21 Cost

- Principles for Educational Institutions; and OMB Circular A-133 Appendix B Audits of States, Local Governments and Non-Profit Organizations, Compliance Supplement;
- b. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
 - c. All applicable State statutes, regulations, policies, procedures and directives;
 - d. All applicable local ordinances and requirements, including use permits and licensing;
 - e. Court orders applicable to its operation; and
 - f. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Assistance included with the Year Two Agreement (refer to **Exhibit A**). SUBRECIPIENT agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Assistance in a professional, timely and diligent manner (refer to **Exhibit C**). The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in the aforementioned Application for Federal Assistance may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 45 CFR 74.25 (c)(2)) are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

PLANS AND PROCEDURES

6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SUBRECIPIENT shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

BUDGET SCHEDULE

11. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached as **Exhibit B**, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

MODIFICATION OF BUDGET SCHEDULE

12. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in the need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

TIME EXTENSIONS

13. RSCCD will not be requesting a time extension for Year Two activities from the U.S. Department of Health and Human Services ACF. As a result, SUBRECIPIENT will not be granted an extension. Therefore, SUBRECIPIENT must spend all of the funds allocated through this agreement within the timeframe of the agreement. Under this agreement, SUBRECIPIENT will only be reimbursed for expenses that are incurred prior to September 30, 2011.

SUBMISSION OF INVOICES

14. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- a. **Payments.** Beginning upon execution of this agreement, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$371,462. Invoices should show itemized expenditures in accordance with the invoice template provided with the Year Two Agreement (refer to **Exhibit D**).

- b. Progress Reports. Failure to submit timely Progress Reports will result in delays of payment to SUBRECIPIENT (refer to **Exhibit E**). Progress Reports are due to the Project Director by the following dates:
 - i. Monthly reports – Monthly on the 15th (starting December 15, 2010)
 - ii. Final Program Report – October 15, 2011
 - iii. Other reports as required upon request
- c. Invoices. One original signed invoice(separate for Training & Technical Assistance and Operating budgets) should be sent to the Project Director, as follows:

Debbie McBee, Project Director
Child Development Services
Rancho Santiago Community College District
2323 N. Broadway, Suite 350
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

- 15. a. Financial Management System. SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT'S system shall provide fiscal control and accounting procedures that will include the following:
 - 1. Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - 2. Effective internal controls to safeguard assets and assure their proper use;
 - 3. Source documentation to support accounting records; and
 - 4. Proper charging of costs and cost allocation.
- b. SUBRECIPIENT'S Records. SUBRECIPIENT'S records shall be sufficient to:
 - 1. Permit preparation of required reports;
 - 2. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - 3. Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- c. Costs Charged. Costs shall be charged to this contract only in accordance with the following:
 - 1. Refer to **Exhibit B**.

PROGRAM INCOME

- 16. SUBRECIPIENT must comply with **Exhibit F**, Use of Program Income, for all program income generated.

ANNUAL AUDIT

- 17. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

ACCESS AND RECORDS

18. a. **Access.** RSCCD, the U.S. Department of Health and Human Services ACF, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT'S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.
- b. **Records Retention.** All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records that relate to 1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or 2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

20. As a condition of this award of financial assistance under the U.S. Department of Health and Human Services ACF to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 45 CFR 84, 85, 86, 90, 91 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.
- a. During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital

status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

- b. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- c. SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

PROPERTY

22. a. Definitions

- 1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- 2. "Equipment": For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is NOT considered an allowable cost without prior written approval of the Grants Officer.

b. Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

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

INSURANCE

24. SUBRECIPIENT 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT’S comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

SUBRECIPIENT shall provide workers’ compensation coverage for each of its employees.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

25. SUBRECIPIENT agrees to grant RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 45 CFR 74.36, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: “The invention described in this application was made under a grant from the U.S. Department of Health and Human Services ACF.”

STANDARDS OF CONDUCT

- 26. a. General Assurance. In accordance with 45 CFR 74.42 every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- b. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.
- c. Conducting Business Involving Close Personal Friends and Associates. Executives of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, or an elected official in the area, a permanent record of the transaction will be retained.
- d. Avoidance of Economic Interest. No executive or employee of SUBRECIPIENT, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

DRUG FREE WORKPLACE

27. SUBRECIPIENT shall abide by the Government-wide Requirements for a Drug Free Workplace in accordance with 45 CFR 82.205. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with these requirements.

ENVIRONMENTAL TOBACCO SMOKE

28. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with the requirements of the Act.

DEBARMENT AND SUSPENSION

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 45 CFR Part 74.13.

TRAFFICKING VICTIMS PROTECTION ACT

30. As required under Section 106 (g) of the TVPA as amended in 22 U.S.C. 7104(g) RSCCD retains the right to terminate this sub-agreement, without penalty, if the SUBRECIPIENT, or any of its subcontractors (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, or sub-agreement is in effect, or (ii) uses forced labor in the performance of this sub-agreement.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. As required under Section 508 of Public Law 103-333, the following conditions are applicable to the SUBRECIPIENT: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to States and local governments and recipients of Federal research grants shall clearly state 1) the percentage of the total costs of the program or project which will be financed with Federal money, 2) the dollar amount of Federal funds for the program or project, and 3) the percentage and dollar amount of total costs of program or project that will be refinanced by non-governmental sources."

LOBBYING

32. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 45 CFR Part 93, SUBRECIPIENT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a

Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

BREACH – SANCTIONS

33. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: 1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or 2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or 3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

34. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Any dispute concerning any question arising under this Agreement, except as otherwise provided in this Agreement, shall be decided by RSCCD or the U.S. Department of Health and Human Services ACF. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the U.S. Department of Health and Human Services ACF, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the U.S. Department of Health and Human Services ACF, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

35. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon

termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT’S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD’S decision.

TOTAL AGREEMENT

36. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

37. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

38. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

SUBRECIPIENT: Lori Thompson, Contract Manager
 Public Health Foundation Enterprises, Inc.
 12801 Crossroads Parkway South, Suite 200
 City of Industry, CA 91746
 (562) 699-7320 email: lthompson@phfe.org

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

Rancho Santiago Community College District

Public Health Foundation Enterprises, Inc.

By: _____

Name: Peter J. Hardash

Title: Vice Chancellor, Business/Fiscal Services

Date: _____

By: _____

Name: Mark J. Bertler

Title: Chief Executive Officer

Date: _____

HABLA

By: _____

Name: Dr. Virginia Mann

Title: Director

Date: _____

Board approval: November 15, 2010

LIST OF EXHIBITS

EXHIBIT A	EARLY HEAD START CONTINUATION APPLICATION
EXHIBIT B	OPERATING AND TRAINING & TECHNICAL ASSISTANCE BUDGETS
EXHIBIT C	SCOPE OF WORK
EXHIBIT D	INVOICE TEMPLATE
EXHIBIT E	REPORT TEMPLATE
EXHIBIT F	USE OF PROGRAM INCOME

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: November 15, 2010
Re: Approval of Sub-award Agreements between RSCCD and Delhi, LHA, SAUSD and UCI for GEAR UP 2009 – Yr. 2	
Action: Request for Approval	

BACKGROUND

Santa Ana College receives a six-year United States Department of Education grant called Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP), 2009. The GEAR UP program is a discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP is unique from other initiatives. This program uses partnerships committed to serving students beginning no later than the seventh grade through high school graduation. GEAR UP supplements existing reform efforts, offers services that promote academic preparation and the understanding of necessary costs to attend college, provides professional development, and continuously builds capacity so that projects can be sustained beyond the term of grant.

ANALYSIS

Santa Ana College GEAR UP partnerships consist of Santa Ana Unified School District, University of California, Irvine, Delhi Community Center and Latino Health Access. Each of these partners will be a sub-recipient and contract with Rancho Santiago Community College District/Santa Ana College for the six year grant period. Each year Santa Ana College will receive \$800,000 in grant funds to empower 2,000 Santa Ana Unified School District students (1,000 per cohort) to improve their academic skills, motivation, and college preparation necessary to succeed in post-secondary education. The amounts listed below are for the second year contracts with the sub-recipients.

*DO-10-016 Delhi Community Center - \$5,000 DO-10-018 University of California, Irvine - \$272,937
DO-10-017 Latino Health Access - \$10,000 DO-10-019 Santa Ana Unified School District - \$211,787*

Project Administrator is Sara Lundquist. Project Director is Lilia Tanakeyowma.

RECOMMENDATION

It is recommended that the subcontract agreements be approved and that the Vice Chancellor, Business Operations/Fiscal Services, or his designee, be authorized to sign the subcontract agreements.

Fiscal Impact: \$499,724	Board Date: November 15, 2010
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
DELHI COMMUNITY CENTER**

This Agreement is entered into on the 15th day of November, 2010 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Delhi Community Center (hereinafter “**Delhi**”).

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA# 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, DELHI has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **DELHI** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2010 and ending July 30, 2011 and shall be in the amount of \$5,000 and subject to the provisions of this Agreement. **DELHI** further agrees to contribute \$5,000 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **DELHI** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **DELHI** shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **DELHI** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **DELHI** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **DELHI** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **DELHI** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **DELHI's** services, or **DELHI's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B* which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. **DELHI** shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **DELHI** agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **DELHI** under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **DELHI** pursuant to this Agreement. **DELHI** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **DELHI** guidelines. **DELHI** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **DELHI** agrees that it is the direct provider of intended services. Upon request, **DELHI** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **DELHI** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **DELHI** immediately and in writing. Immediately upon such notice **DELHI** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **DELHI**'s operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **DELHI** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **DELHI** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **DELHI** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

3

MODIFICATION OF BUDGET SCHEDULE

13. **DELHI** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **DELHI** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **DELHI's** use of such funds, a written statement from the **DELHI** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **DELHI** in accordance with the following payment schedule:

- a. Payments. Beginning July 31, 2010, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **DELHI's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$5,000.
- b. Invoices. One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) Financial Management System. **DELHI** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **DELHI's** system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;

- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.
- (b) DELHI'S Records. **DELHI's** records shall be sufficient to:
 - (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:
 - (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. **DELHI** shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. **DELHI** shall submit a copy of each required audit report to **RSCCD** within thirty (30) days after the date received by the **DELHI**.

ACCESS AND RECORDS

19. (a) Access. **RSCCD**, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to **DELHI's** activities, books, documents and papers (including computer records) and to records of **DELHI's** subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of **DELHI** are kept. In the event **DELHI** does not make the above-referenced documents available within the County of Orange, California, **DELHI** agrees to pay all necessary and reasonable expenses incurred by **RSCCD** in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of **DELHI** and all documents related to this Agreement shall be kept available at **DELHI's** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which **RSCCD** or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. **DELHI** shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to **DELHI** from **RSCCD**, **DELHI** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **DELHI** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **DELHI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **DELHI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **DELHI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **DELHI** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **DELHI** shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, **DELHI** shall submit to **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by **DELHI**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. **DELHI** shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, **DELHI** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by **DELHI** under this Agreement to **RSCCD** or its representatives, or dispose of them in accordance with directions from **RSCCD**.

INDEMNIFICATION

24. (a) **DELHI** shall indemnify, hold harmless and defend **RSCCD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **DELHI**'s performance of this Agreement, or any act or omission of **DELHI**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **DELHI** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **DELHI**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **DELHI** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **DELHI**, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD**'s performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **DELHI** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties, including **DELHI** personnel representatives. **RSCCD** shall forthwith remit all sums due **DELHI**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **DELHI** 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. **DELHI** shall deliver certificate(s) of insurance under **DELHI**'s comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, **RSCCD** shall be provided a copy of said policy.

DELHI shall provide workers' compensation coverage for each of its employees. **DELHI** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. **DELHI** agrees to grant **RSCCD**, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **DELHI** under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **DELHI** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **DELHI**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **DELHI** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **DELHI**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **DELHI** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **DELHI** to conduct business with a friend or associate of an executive or employee of **DELHI**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of **DELHI**, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by **DELHI** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **DELHI** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **DELHI** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **DELHI** certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **DELHI** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **DELHI** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **DELHI**, or if **DELHI** reports inaccurately, or if any audit report makes disallowances, **DELHI** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **DELHI** fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **DELHI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **DELHI** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **DELHI**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **DELHI** a written request to appeal said decision. Pending final decision of the appeal, **DELHI** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **DELHI**'s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **DELHI** with written notification of such determination. **DELHI** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **DELHI** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

DELHI: Agency Representative: Margarita Chavez, Executive Director
Agency: Delhi Community Center
Address: 505 E. Central Ave.
City, State Zip: Santa Ana, CA 92707
Phone: (714) 481-9695

IN WITNESS WHEREOF, **RSCCD** and **DELHI** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

DELHI COMMUNITY CENTER

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board

Approval

Date: November 15, 2010

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
LATINO HEALTH ACCESS**

This Agreement is entered into on the 15th day of November, 2010 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Latino Health Access (hereinafter “**LHA**”).

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, LHA has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **LHA** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2010 and ending July 30, 2011 and shall be in the amount of \$10,000 and subject to the provisions of this Agreement. **LHA** further agrees to contribute \$10,000 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **LHA** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **LHA** shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **LHA** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **LHA** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **LHA** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **LHA** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **LHA's** services, or **LHA's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. **LHA** shall not render the

same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **LHA** agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **LHA** under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **LHA** pursuant to this Agreement. **LHA** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **LHA** guidelines. **LHA** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **LHA** agrees that it is the direct provider of intended services. Upon request, **LHA** shall submit to **RSCCD** copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **LHA** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **LHA** immediately and in writing. Immediately upon such notice **LHA** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **LHA'S** operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **LHA** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **LHA** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **LHA** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **LHA** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **LHA** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **LHA's** use of such funds, a written statement from the **LHA** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **LHA** in accordance with the following payment schedule:

- a. **Payments.** Beginning July 31, 2010, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **LHA's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$10,000.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) **Financial Management System.** **LHA** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **LHA's** system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and

- (4) Proper charging of costs and cost allocation.
- (b) LHA'S Records. **LHA's** records shall be sufficient to:
 - (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:
 - (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. **LHA** shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. **LHA** shall submit a copy of each required audit report to **RSCCD** within thirty (30) days after the date received by the **LHA**.

ACCESS AND RECORDS

19. (a) Access. **RSCCD**, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to **LHA's** activities, books, documents and papers (including computer records) and to records of **LHA's** subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of **LHA** are kept. In the event **LHA** does not make the above-referenced documents available within the County of Orange, California, **LHA** agrees to pay all necessary and reasonable expenses incurred by **RSCCD** in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of **LHA** and all documents related to this Agreement shall be kept available at **LHA'S** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which **RSCCD** or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. **LHA** shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to **LHA** from **RSCCD**, **LHA** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **LHA** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **LHA** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **LHA** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **LHA** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **LHA** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **LHA** shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, **LHA** shall submit to **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by **LHA**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. **LHA** shall budget, manage and maintain an inventory of property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, **LHA** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by **LHA** under this Agreement to **RSCCD** or its representatives, or dispose of them in accordance with directions from **RSCCD**.

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24. (a) **LHA** shall indemnify, hold harmless and defend **RSCCD**, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **LHA**'s performance of this Agreement, or any act or omission of **LHA**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **LHA** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **LHA**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **LHA** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **LHA**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD**'s performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **LHA** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties, including **LHA** personnel representatives. **RSCCD** shall forthwith remit all sums due **LHA**, along with the legal rate of interest pursuant to this paragraph.

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25. **LHA** 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. **LHA** shall deliver certificate(s) of insurance under **LHA**'s comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, **RSCCD** shall be provided a copy of said policy.

LHA shall provide workers' compensation coverage for each of its employees. **LHA** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. **LHA** agrees to grant **RSCCD**, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **LHA** under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: “The invention described in this application was made under a grant from the Department of Education.”

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **LHA** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **LHA**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **LHA** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **LHA**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **LHA** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **LHA** to conduct business with a friend or associate of an executive or employee of **LHA**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of **LHA**, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by **LHA** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **LHA** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **LHA** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See *Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **LHA** certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **LHA** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **LHA** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **LHA**, or if **LHA** reports inaccurately, or if any audit report makes disallowances, **LHA** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **LHA** fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **LHA**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **LHA** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **LHA**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **LHA** a written request to appeal said decision. Pending final decision of the appeal, **LHA** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **LHA's** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **LHA** with written notification of such determination. **LHA** shall immediately comply with **RSCCD's** decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **LHA** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

LHA: Agency Representative: America Bracho, President/CEO
 Agency: Latino Health Access
 Address: 1701 N. Main St., #200
 City, State Zip: Santa Ana, CA 92706
 Phone: (714) 542-7792

IN WITNESS WHEREOF, **RSCCD** and **LHA** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

LATINO HEALTH ACCESS

By: _____
Name: Peter J. Hardash
 Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approval
Date: November 15, 2010

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

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Agreement is entered into on the 15th day of November, 2010 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and The Regents of the University of California on behalf of its Irvine campus (hereinafter “**UCI**”).

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, UCI has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **UCI** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2010 and ending July 30, 2011 and shall be in the amount of \$272,937 and subject to the provisions of this Agreement. **UCI** further agrees to contribute \$120,152 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **UCI** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **UCI** shall fully comply with the applicable requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.
- (c) All applicable standards and orders and requirements issued under Section 306 of the

Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **UCI** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **UCI** agrees to comply with all applicable provisions, to perform all of its proposed work, and to provide all of its proposed services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

UCI shall utilize funding provided under this Agreement to support the following:

- 1) Program Specialist to implement activities at each GEAR UP school
- 2) Staff to monitor GEAR UP student data
- 3) Teaching Assistants
- 4) Provision of English Language Arts professional development to SAUSD teachers
- 5) Associates with Homeroom for College curriculum and Parent Promotores materials
- 6) Attendance at conferences
- 7) Residential programs
- 8) Material and software for research and evaluation
- 9) Facilities, materials, and hospitality for the inter-segmental meetings.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification to **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **UCI** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **UCI** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **UCI's** services, or **UCI's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall not be used for services, staff, programs or materials that would otherwise be available in the absence of such funds. Additionally, **UCI** shall not be reimbursed for rendering the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **UCI** agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **UCI** under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **UCI** pursuant to this Agreement. **UCI** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **UCI** guidelines. **UCI** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **UCI** agrees that it is the direct provider of intended services. Upon request, **UCI** shall submit to **RSCCD** copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **UCI** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **UCI** immediately and in writing. Immediately upon such notice **UCI** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **UCI's** operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **UCI**

shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **UCI** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **UCI** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **UCI** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to U.S. Department of Education.

CARRYOVER

14. **UCI** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **UCI's** use of such funds, a written statement from the **UCI** describing the ways it intends to use remaining funds may be required.

SUBMISSION OF INVOICES

15. Upon the effective date of this Agreement, **RSCCD** shall make payments to **UCI** in accordance with the following payment schedule:

- a. Payments. Beginning July 31, 2009, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **UCI's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$272,937.
- b. Invoices. One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

16. (a) Financial Management System. UCI shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. UCI's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.

(b) UCI'S Records. UCI's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:

- (1) Approved Application for Federal Assistance (*Exhibit A*);
- (2) The Education Department General Administrative Regulations (EDGAR); and
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

17. UCI shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program (GEAR UP) should be listed in their Schedule of Federal Expenditures. UCI shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the UCI.

ACCESS AND RECORDS

18. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to UCI's activities, books, documents and papers (including computer records) and to records of UCI's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring during normal business hours at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of UCI are kept. In the event UCI does not make the above-referenced documents available within the County of Orange, California, UCI agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of **UCI** and all documents related to this Agreement shall be kept available at **UCI's** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which **RSCCD** or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. **UCI** shall promptly report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal, state, and local laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

20. As a condition of this award of financial assistance under the U.S. Department of Education to **UCI** from **RSCCD**, **UCI** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **UCI** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **UCI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **UCI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **UCI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **UCI** has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, **UCI** shall, where applicable, maintain the confidential nature of information provided to it by **RSCCD** concerning participants in accordance with the requirements of federal and state laws. However, in accordance with Article 18(a), **UCI** shall provide **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, access to records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by

6

UCI, costs incurred and services rendered hereunder. **RSCCD**, the U.S. Department of Education and the United States Government, or their representatives, shall also maintain confidential information provided to it concerning participants in accordance with the requirements of the federal and/or state laws.

PROPERTY

22. (a) Definitions

1. “Real Property” is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. “Equipment”:
 - a. For purchase before July 1, 1993, “equipment” is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. **UCI** shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Article 18(b), **UCI** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property.

REPORTS

23. **UCI** will furnish reports, documents, photographs, and data, or copies of each, as reasonably requested by **RSCCD** concerning **UCI**'s activities as they affect the services hereunder. **RSCCD** shall be specific as to the nature of the information requested and allow thirty (30) days for **UCI** to respond.

INDEMNIFICATION

24. (a) **UCI** shall indemnify, hold harmless and defend **RSCCD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **UCI**'s performance of this Agreement, or any act or omission of **UCI**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **UCI** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **UCI**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **UCI** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **UCI**, its Board of Regents, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD**'s performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **UCI** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties,

including **UCI** personnel representatives. **RSCCD** shall forthwith remit all sums due **UCI**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **UCI** 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. Within thirty (30) days of the execution of this Agreement, **UCI** shall deliver certificate(s) of insurance under **UCI**'s comprehensive general liability insurance policy. Upon request, **RSCCD** shall be provided a copy of said policy.

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

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. In accordance with 34 CFR 74.36, 34 CFR 80.34, and in order for **RSCCD** to meet its obligations contained in the prime Grant No. P334A090134 with the U.S. Department of Education, **UCI** shall grant **RSCCD** a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, in the fulfillment of its obligations contained in the prime Grant No. P334A090134, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **UCI** under this Agreement and in accordance with 34 CFR 75.626, any patent application filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **UCI** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **UCI**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **UCI** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **UCI**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **UCI** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **UCI** to conduct business with a friend or associate of an executive or employee of **UCI**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of UCI, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by UCI or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. UCI shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. UCI certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), UCI certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by UCI for the purpose of appraising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **UCI** violates any of the terms and conditions of this Agreement, or if **UCI** reports inaccurately, or if any audit report makes disallowances, **UCI** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **UCI** fulfills its obligations or remedies all violations of this Agreement; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **UCI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **UCI** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved through arbitration and/or legal action.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **UCI**'s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **UCI** with written notification of such determination. **UCI** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **UCI** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

UCI: Agency Representative: Eileen Lamb, Sr. Contract & Grant Officer
 Department: Office of Research Administration
 Agency: University of California, Irvine
 Address: 300 University Tower
 City, State Zip: Irvine, CA 92697-7600
 Phone: (949) 824-4781

IN WITNESS WHEREOF, **RSCCD** and **UCI** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
Name: Peter J. Hardash
 Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approved
date: November 15, 2010

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

LIST OF EXHIBITS

EXHIBIT A	Application for Federal Funding
EXHIBIT B	Report Template
EXHIBIT C	Invoice Template
EXHIBIT D	Assurances – Non-Construction Programs
EXHIBIT E	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
EXHIBIT F	Certification Regarding Lobbying
EXHIBIT G	Disclosing Federal Funding in Public Announcements

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
SANTA ANA UNIFIED SCHOOL DISTRICT**

This Agreement is entered into on the 15th day of November, 2010 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Santa Ana Unified School District (hereinafter “**SAUSD**”).

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, SAUSD has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **SAUSD** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2010 and ending July 30, 2011 and shall be in the amount of \$211,787 and subject to the provisions of this Agreement. **SAUSD** further agrees to contribute \$372,280 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **SAUSD** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **SAUSD** shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **SAUSD** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

This Agreement is based on the Application for Federal Education Assistance included as *Exhibit C* to this Agreement. **SAUSD** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

SAUSD shall utilize funding provided under this Agreement to support the following:

- 1) Math Specialists at Carr and McFadden Intermediate Schools
- 2) Language Arts Specialists at Carr and McFadden Intermediate Schools
- 3) Substitute teachers
- 4) Buses for college and campus tours
- 5) Attendance at conferences
- 6) Educational software

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **SAUSD** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **SAUSD** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **SAUSD**'s services, or **SAUSD**'s activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. **SAUSD** shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **SAUSD** agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **SAUSD** under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SAUSD** pursuant to this Agreement. **SAUSD** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **SAUSD** guidelines. **SAUSD** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **SAUSD** agrees that it is the direct provider of intended services. Upon request, **SAUSD** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **SAUSD** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **SAUSD** immediately and in writing. Immediately upon such notice **SAUSD** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **SAUSD**'s operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written

notice, **RSCCD** and **SAUSD** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **SAUSD** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The **SAUSD** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **SAUSD** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **SAUSD** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **SAUSD's** use of such funds, a written statement from the **SAUSD** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **SAUSD** in accordance with the following payment schedule:

- a. Payments. Beginning July 31, 2010, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **SAUSD's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$211,787.

- b. Invoices. One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) Financial Management System. **SAUSD** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **SAUSD's** system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.

(b) SAUSD's Records. **SAUSD's** records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:

- (1) Approved Application for Federal Assistance (*Exhibit A*)
- (2) The Education Department General Administrative Regulations (EDGAR)
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. **SAUSD** shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. **SAUSD** shall submit a copy of each required audit report to **RSCCD** within thirty (30) days after the date received by the **SAUSD**.

ACCESS AND RECORDS

19. (a) Access. **RSCCD**, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to **SAUSD's** activities, books, documents and papers (including computer records) and to records of **SAUSD's** subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records

and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of **SAUSD** are kept. In the event **SAUSD** does not make the above-referenced documents available within the County of Orange, California, **SAUSD** agrees to pay all necessary and reasonable expenses incurred by **RSCCD** in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of **SAUSD** and all documents related to this Agreement shall be kept available at **SAUSD**'s office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which **RSCCD** or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. **SAUSD** shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to **SAUSD** from **RSCCD**, **SAUSD** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **SAUSD** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **SAUSD** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **SAUSD** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **SAUSD** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **SAUSD** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **SAUSD** shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, **SAUSD** shall submit to **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by **SAUSD**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. **SAUSD** shall budget, manage and maintain an inventory of property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, **SAUSD** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by **SAUSD** under this Agreement to **RSCCD** or its representatives, or dispose of them in accordance with directions from **RSCCD**.

INDEMNIFICATION

24. (a) **SAUSD** shall indemnify, hold harmless and defend **RSCCD**, its School Board, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **SAUSD's** performance of this Agreement, or any act or omission of **SAUSD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **SAUSD** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **SAUSD**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **SAUSD** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **SAUSD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD's** performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **SAUSD**

requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties, including **SAUSD** personnel representatives. **RSCCD** shall forthwith remit all sums due **SAUSD**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **SAUSD** 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. **SAUSD** shall deliver certificate(s) of insurance under **SAUSD's** comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, **RSCCD** shall be provided a copy of said policy.

SAUSD shall provide workers' compensation coverage for each of its employees. **SAUSD** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. **SAUSD** agrees to grant **RSCCD**, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **SAUSD** under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **SAUSD** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **SAUSD**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **SAUSD** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **SAUSD**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **SAUSD** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **SAUSD** to conduct business with a

friend or associate of an executive or employee of **SAUSD**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of **SAUSD**, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by **SAUSD** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **SAUSD** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **SAUSD** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), **SAUSD** certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **SAUSD** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **SAUSD** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **SAUSD**, or if **SAUSD** reports inaccurately, or if any audit report makes disallowances, **SAUSD** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **SAUSD** fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **SAUSD**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **SAUSD** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **SAUSD**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **SAUSD** a written request to appeal said decision. Pending final decision of the appeal, **SAUSD** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **SAUSD's** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event

that such funding is terminated or reduced, **RSCCD** shall provide **SAUSD** with written notification of such determination. **SAUSD** shall immediately comply with **RSCCD's** decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **SAUSD** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

SAUSD: Agency Representative: Mary Booth
 Department: _____
 Agency: Santa Ana Unified School District
 Address: 1601 E. Chestnut Ave.
 City, State Zip: Santa Ana, CA 92701
 Phone: (714) 558-5724

IN WITNESS WHEREOF, **RSCCD** and **SAUSD** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SANTA ANA UNIFIED
SCHOOL DISTRICT

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board
Approval

Date: November 15, 2010

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: November 15, 2010
Re: Approval of Sub-award Agreements between RSCCD and Delhi, LHA, SAUSD and UCI for GEAR UP 2005 – Yr. 6	
Action: Request for Approval	

BACKGROUND

Santa Ana College receives a six-year United States Department of Education grant called Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP), 2005. The GEAR UP program is a discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP is unique from other initiatives. This program uses partnerships committed to serving students beginning no later than the seventh grade through high school graduation. GEAR UP supplements existing reform efforts, offers services that promote academic preparation and the understanding of necessary costs to attend college, provides professional development, and continuously builds capacity so that projects can be sustained beyond the term of grant.

ANALYSIS

Santa Ana College GEAR UP partnerships consist of Santa Ana Unified School District, University of California, Irvine, Delhi Community Center and Latino Health Access. Each of these partners will be a sub-recipient and contract with Rancho Santiago Community College District/Santa Ana College for the six year grant period. Each year Santa Ana College will receive \$800,000 in grant funds to empower 2,000 Santa Ana Unified School District students (1,000 per cohort) to improve their academic skills, motivation, and college preparation necessary to succeed in post-secondary education. The amounts listed below are for the sixth year contracts with the sub-recipients.

*DO-10-023 Delhi Community Center - \$5,000 DO-10-025 University of California, Irvine - \$279,930
DO-10-024 Latino Health Access - \$10,000 DO-10-026 Santa Ana Unified School District - \$152,500*

Project Administrator is Sara Lundquist. Project Director is Lilia Tanakeyowma.

RECOMMENDATION

It is recommended that the subcontract agreements be approved and the Vice Chancellor, Business Operations/Fiscal Services, or his designee be authorized to sign the subcontract agreements.

Fiscal Impact: \$447,430	Board Date: November 15, 2010
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
DELHI COMMUNITY CENTER**

This Agreement is entered into on the 15th day of November, 2010 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Delhi Community Center (hereinafter “**Delhi**”).

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (**GEAR UP**) **2005** (Grant No. P334A050103; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, DELHI has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **DELHI** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2010 and ending August 31, 2011 and shall be in the amount of \$5,000 and subject to the provisions of this Agreement. **DELHI** further agrees to contribute \$5,000 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **DELHI** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **DELHI** shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **DELHI** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **DELHI** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **DELHI** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **DELHI** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **DELHI**'s services, or **DELHI**'s activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B* which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. **DELHI** shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **DELHI** agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **DELHI** under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **DELHI** pursuant to this Agreement. **DELHI** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **DELHI** guidelines. **DELHI** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **DELHI** agrees that it is the direct provider of intended services. Upon request, **DELHI** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **DELHI** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **DELHI** immediately and in writing. Immediately upon such notice **DELHI** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **DELHI**'s operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **DELHI** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **DELHI** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **DELHI** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **DELHI** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **DELHI** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **DELHI's** use of such funds, a written statement from the **DELHI** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **DELHI** in accordance with the following payment schedule:

- a. **Payments.** Beginning September 1, 2010, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **DELHI's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$5,000.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) **Financial Management System.** **DELHI** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **DELHI's** system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;

- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.
- (b) DELHI'S Records. **DELHI's** records shall be sufficient to:
 - (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:
 - (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. **DELHI** shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. **DELHI** shall submit a copy of each required audit report to **RSCCD** within thirty (30) days after the date received by the **DELHI**.

ACCESS AND RECORDS

19. (a) Access. **RSCCD**, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to **DELHI's** activities, books, documents and papers (including computer records) and to records of **DELHI's** subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of **DELHI** are kept. In the event **DELHI** does not make the above-referenced documents available within the County of Orange, California, **DELHI** agrees to pay all necessary and reasonable expenses incurred by **RSCCD** in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of **DELHI** and all documents related to this Agreement shall be kept available at **DELHI's** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which **RSCCD** or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. **DELHI** shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to **DELHI** from **RSCCD**, **DELHI** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **DELHI** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **DELHI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **DELHI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **DELHI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **DELHI** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **DELHI** shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, **DELHI** shall submit to **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by **DELHI**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. **DELHI** shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, **DELHI** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by **DELHI** under this Agreement to **RSCCD** or its representatives, or dispose of them in accordance with directions from **RSCCD**.

INDEMNIFICATION

24. (a) **DELHI** shall indemnify, hold harmless and defend **RSCCD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **DELHI**'s performance of this Agreement, or any act or omission of **DELHI**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **DELHI** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **DELHI**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **DELHI** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **DELHI**, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD**'s performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **DELHI** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties, including **DELHI** personnel representatives. **RSCCD** shall forthwith remit all sums due **DELHI**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **DELHI** 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. **DELHI** shall deliver certificate(s) of insurance under **DELHI**'s comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, **RSCCD** shall be provided a copy of said policy.

DELHI shall provide workers' compensation coverage for each of its employees. **DELHI** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. **DELHI** agrees to grant **RSCCD**, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **DELHI** under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **DELHI** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **DELHI**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **DELHI** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **DELHI**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **DELHI** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **DELHI** to conduct business with a friend or associate of an executive or employee of **DELHI**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of **DELHI**, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by **DELHI** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **DELHI** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **DELHI** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **DELHI** certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **DELHI** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **DELHI** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **DELHI**, or if **DELHI** reports inaccurately, or if any audit report makes disallowances, **DELHI** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **DELHI** fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **DELHI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **DELHI** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **DELHI**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **DELHI** a written request to appeal said decision. Pending final decision of the appeal, **DELHI** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **DELHI**'s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **DELHI** with written notification of such determination. **DELHI** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **DELHI** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

DELHI: Agency Representative: Margarita Chavez, Executive Director
Agency: Delhi Community Center
Address: 505 E. Central Ave.
City, State Zip: Santa Ana, CA 92707
Phone: (714) 481-9695

IN WITNESS WHEREOF, **RSCCD** and **DELHI** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

DELHI COMMUNITY CENTER

By: _____
Name: Peter J. Hardash
 Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approval
Date: November 15, 2010

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

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
LATINO HEALTH ACCESS**

This Agreement is entered into on the 15th day of November, 2010 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Latino Health Access (hereinafter “**LHA**”).

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (Grant No. P334A050103; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, LHA has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **LHA** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2010 and ending August 31, 2011 and shall be in the amount of \$10,000 and subject to the provisions of this Agreement. **LHA** further agrees to contribute \$10,000 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **LHA** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **LHA** shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **LHA** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **LHA** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **LHA** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **LHA** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **LHA's** services, or **LHA's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. **LHA** shall not render the

same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **LHA** agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **LHA** under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **LHA** pursuant to this Agreement. **LHA** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **LHA** guidelines. **LHA** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **LHA** agrees that it is the direct provider of intended services. Upon request, **LHA** shall submit to **RSCCD** copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **LHA** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **LHA** immediately and in writing. Immediately upon such notice **LHA** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **LHA'S** operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **LHA** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **LHA** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **LHA** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **LHA** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **LHA** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **LHA's** use of such funds, a written statement from the **LHA** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **LHA** in accordance with the following payment schedule:

- a. **Payments.** Beginning September 1, 2010, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **LHA's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$10,000.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) **Financial Management System.** **LHA** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **LHA's** system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and

- (4) Proper charging of costs and cost allocation.
- (b) LHA'S Records. **LHA's** records shall be sufficient to:
 - (1) Permit preparation of required reports;
 - (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
- (c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:
 - (1) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. **LHA** shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. **LHA** shall submit a copy of each required audit report to **RSCCD** within thirty (30) days after the date received by the **LHA**.

ACCESS AND RECORDS

19. (a) Access. **RSCCD**, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to **LHA's** activities, books, documents and papers (including computer records) and to records of **LHA's** subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of **LHA** are kept. In the event **LHA** does not make the above-referenced documents available within the County of Orange, California, **LHA** agrees to pay all necessary and reasonable expenses incurred by **RSCCD** in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of **LHA** and all documents related to this Agreement shall be kept available at **LHA'S** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which **RSCCD** or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. **LHA** shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to **LHA** from **RSCCD**, **LHA** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **LHA** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **LHA** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **LHA** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **LHA** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **LHA** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **LHA** shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, **LHA** shall submit to **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by **LHA**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. **LHA** shall budget, manage and maintain an inventory of property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, **LHA** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by **LHA** under this Agreement to **RSCCD** or its representatives, or dispose of them in accordance with directions from **RSCCD**.

INDEMNIFICATION

24. (a) **LHA** shall indemnify, hold harmless and defend **RSCCD**, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **LHA**'s performance of this Agreement, or any act or omission of **LHA**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **LHA** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **LHA**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **LHA** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **LHA**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD**'s performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **LHA** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties, including **LHA** personnel representatives. **RSCCD** shall forthwith remit all sums due **LHA**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **LHA** 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. **LHA** shall deliver certificate(s) of insurance under **LHA**'s comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, **RSCCD** shall be provided a copy of said policy.

LHA shall provide workers' compensation coverage for each of its employees. **LHA** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. **LHA** agrees to grant **RSCCD**, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **LHA** under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: “The invention described in this application was made under a grant from the Department of Education.”

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **LHA** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **LHA**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **LHA** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **LHA**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **LHA** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **LHA** to conduct business with a friend or associate of an executive or employee of **LHA**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of **LHA**, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by **LHA** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **LHA** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **LHA** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See *Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **LHA** certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **LHA** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **LHA** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **LHA**, or if **LHA** reports inaccurately, or if any audit report makes disallowances, **LHA** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **LHA** fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **LHA**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **LHA** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **LHA**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **LHA** a written request to appeal said decision. Pending final decision of the appeal, **LHA** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **LHA's** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **LHA** with written notification of such determination. **LHA** shall immediately comply with **RSCCD's** decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **LHA** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

LHA: Agency Representative: America Bracho, President/CEO
 Agency: Latino Health Access
 Address: 1717 N. Broadway
 City, State Zip: Santa Ana, CA 92706
 Phone: (714) 542-7792

IN WITNESS WHEREOF, **RSCCD** and **LHA** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

LATINO HEALTH ACCESS

By: _____
Name: Peter J. Hardash
 Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approval
Date: November 15, 2010

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

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Agreement is entered into on the 15th day of November, 2010 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and The Regents of the University of California on behalf of its Irvine campus (hereinafter “**UCI**”).

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (Grant No. P334A050103 and CFDA # 84.334A) from the U.S. Department of Education to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, UCI has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **UCI** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2010 and ending August 31, 2011 and shall be in the amount of \$279,930 and subject to the provisions of this Agreement. **UCI** further agrees to contribute \$76,365 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **UCI** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **UCI** shall fully comply with the applicable requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.
- (c) All applicable standards and orders and requirements issued under Section 306 of the

Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **UCI** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Education Assistance included as *Exhibit A* to this Agreement. **UCI** agrees to comply with all applicable provisions, to perform all of its proposed work, and to provide all of its proposed services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

UCI shall utilize funding provided under this Agreement to support the following:

- 1) Program Specialist to implement activities at each GEAR UP school
- 2) Staff to monitor GEAR UP student data
- 3) Teaching Assistants
- 4) Provision of English Language Arts professional development to SAUSD teachers
- 5) Associates with Homeroom for College curriculum and Parent Promotores materials
- 6) Attendance at conferences
- 7) Residential programs
- 8) Material and software for research and evaluation
- 9) Facilities, materials, and hospitality for the inter-segmental meetings.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification to **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **UCI** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **UCI** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **UCI's** services, or **UCI's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall not be used for services, staff, programs or materials that would otherwise be available in the absence of such funds. Additionally, **UCI** shall not be reimbursed for rendering the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **UCI** agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **UCI** under this Agreement shall be Subcontracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **UCI** pursuant to this Agreement. **UCI** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **UCI** guidelines. **UCI** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **UCI** agrees that it is the direct provider of intended services. Upon request, **UCI** shall submit to **RSCCD** copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **UCI** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **UCI** immediately and in writing. Immediately upon such notice **UCI** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **UCI's** operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **UCI**

shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **UCI** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **UCI** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **UCI** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to U.S. Department of Education.

CARRYOVER

14. **UCI** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **UCI's** use of such funds, a written statement from the **UCI** describing the ways it intends to use remaining funds may be required.

SUBMISSION OF INVOICES

15. Upon the effective date of this Agreement, **RSCCD** shall make payments to **UCI** in accordance with the following payment schedule:

- a. Payments. Beginning September 1, 2010, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **UCI's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$279,930.
- b. Invoices. One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

16. (a) Financial Management System. UCI shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. UCI's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.

(b) UCI'S Records. UCI's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:

- (1) Approved Application for Federal Assistance (*Exhibit A*);
- (2) The Education Department General Administrative Regulations (EDGAR); and
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

17. UCI shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program (GEAR UP) should be listed in their Schedule of Federal Expenditures. UCI shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the UCI.

ACCESS AND RECORDS

18. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to UCI's activities, books, documents and papers (including computer records) and to records of UCI's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring during normal business hours at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of UCI are kept. In the event UCI does not make the above-referenced documents available within the County of Orange, California, UCI agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of **UCI** and all documents related to this Agreement shall be kept available at **UCI's** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which **RSCCD** or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. **UCI** shall promptly report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal, state, and local laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

20. As a condition of this award of financial assistance under the U.S. Department of Education to **UCI** from **RSCCD**, **UCI** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **UCI** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **UCI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **UCI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **UCI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **UCI** has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, **UCI** shall, where applicable, maintain the confidential nature of information provided to it by **RSCCD** concerning participants in accordance with the requirements of federal and state laws. However, in accordance with Article 18(a), **UCI** shall provide **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, access to records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by

UCI, costs incurred and services rendered hereunder. **RSCCD**, the U.S. Department of Education and the United States Government, or their representatives, shall also maintain confidential information provided to it concerning participants in accordance with the requirements of the federal and/or state laws.

PROPERTY

22. (a) Definitions

1. “Real Property” is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. “Equipment”:
 - a. For purchase before July 1, 1993, “equipment” is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. **UCI** shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Article 18(b), **UCI** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property.

REPORTS

23. **UCI** will furnish reports, documents, photographs, and data, or copies of each, as reasonably requested by **RSCCD** concerning **UCI**'s activities as they affect the services hereunder. **RSCCD** shall be specific as to the nature of the information requested and allow thirty (30) days for **UCI** to respond.

INDEMNIFICATION

24. (a) **UCI** shall indemnify, hold harmless and defend **RSCCD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **UCI**'s performance of this Agreement, or any act or omission of **UCI**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **UCI** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **UCI**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **UCI** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **UCI**, its Board of Regents, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD**'s performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **UCI** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties,

including **UCI** personnel representatives. **RSCCD** shall forthwith remit all sums due **UCI**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **UCI** 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. Within thirty (30) days of the execution of this Agreement, **UCI** shall deliver certificate(s) of insurance under **UCI**'s comprehensive general liability insurance policy. Upon request, **RSCCD** shall be provided a copy of said policy.

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

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. In accordance with 34 CFR 74.36, 34 CFR 80.34, and in order for **RSCCD** to meet its obligations contained in the prime Grant No. P334A050103 with the U.S. Department of Education, **UCI** shall grant **RSCCD** a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, in the fulfillment of its obligations contained in the prime Grant No. P334A050103, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **UCI** under this Agreement and in accordance with 34 CFR 75.626, any patent application filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **UCI** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **UCI**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **UCI** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **UCI**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **UCI** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **UCI** to conduct business with a friend or associate of an executive or employee of **UCI**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of UCI, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by UCI or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. UCI shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. UCI certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), UCI certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by UCI for the purpose of appraising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **UCI** violates any of the terms and conditions of this Agreement, or if **UCI** reports inaccurately, or if any audit report makes disallowances, **UCI** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **UCI** fulfills its obligations or remedies all violations of this Agreement; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **UCI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **UCI** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved through arbitration and/or legal action.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **UCI**'s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, **RSCCD** shall provide **UCI** with written notification of such determination. **UCI** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **UCI** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

UCI: Agency Representative: Eileen Lamb, Sr. Contract & Grant Officer
 Department: Office of Research Administration
 Agency: University of California, Irvine
 Address: 300 University Tower
 City, State Zip: Irvine, CA 92697-7600
 Phone: (949) 824-4781

IN WITNESS WHEREOF, **RSCCD** and **UCI** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Name: Peter J. Hardash
 Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____
Board

Date: _____

Approved
date: November 15, 2010

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
SANTA ANA UNIFIED SCHOOL DISTRICT**

This Agreement is entered into on the 15th day of November, 2010 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Santa Ana Unified School District (hereinafter “**SAUSD**”).

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2005 (Grant No. P334A050103; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, SAUSD has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **SAUSD** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning September 1, 2010 and ending August 31, 2011 and shall be in the amount of \$152,500 and subject to the provisions of this Agreement. **SAUSD** further agrees to contribute \$532,578 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **SAUSD** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **SAUSD** shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **SAUSD** will comply with such or will notify **RSCCD** after enactment or modification that it cannot so comply. **RSCCD** may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

This Agreement is based on the Application for Federal Education Assistance included as *Exhibit C* to this Agreement. **SAUSD** agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

SAUSD shall utilize funding provided under this Agreement to support the following:

- 1) Math Specialists at Century and Valley High Schools
- 2) Language Arts Specialists at Century and Valley High Schools
- 3) Substitute teachers
- 4) Buses for college and campus tours
- 5) Attendance at conferences
- 6) Educational software

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification of **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **SAUSD** shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. **SAUSD** shall submit such reports, data and information at such times as **RSCCD** may require, and in the form **RSCCD** may require, regarding the performance of **SAUSD's** services, or **SAUSD's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. **SAUSD** shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. **SAUSD** agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **SAUSD** under this Agreement shall be Sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SAUSD** pursuant to this Agreement. **SAUSD** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **SAUSD** guidelines. **SAUSD** shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each. By entering into this Agreement **SAUSD** agrees that it is the direct provider of intended services. Upon request, **SAUSD** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **SAUSD** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **SAUSD** immediately and in writing. Immediately upon such notice **SAUSD** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **SAUSD's** operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written

notice, **RSCCD** and **SAUSD** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **SAUSD** agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The **SAUSD** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **SAUSD** shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

CARRYOVER

14. **SAUSD** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **SAUSD's** use of such funds, a written statement from the **SAUSD** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **SAUSD** in accordance with the following payment schedule:

- a. Payments. Beginning September 1, 2010, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **SAUSD's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$152,500.

- b. Invoices. One original signed invoice should be sent to the GEAR UP 2005 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) Financial Management System. **SAUSD** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **SAUSD's** system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
- (2) Effective internal controls to safeguard assets and assure their proper use;
- (3) Source documentation to support accounting records; and
- (4) Proper charging of costs and cost allocation.

(b) SAUSD's Records. **SAUSD's** records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this contract only in accordance with the following:

- (1) Approved Application for Federal Assistance (*Exhibit A*)
- (2) The Education Department General Administrative Regulations (EDGAR)
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. **SAUSD** shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. **SAUSD** shall submit a copy of each required audit report to **RSCCD** within thirty (30) days after the date received by the **SAUSD**.

ACCESS AND RECORDS

19. (a) Access. **RSCCD**, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to **SAUSD's** activities, books, documents and papers (including computer records) and to records of **SAUSD's** subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records

and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of **SAUSD** are kept. In the event **SAUSD** does not make the above-referenced documents available within the County of Orange, California, **SAUSD** agrees to pay all necessary and reasonable expenses incurred by **RSCCD** in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of **SAUSD** and all documents related to this Agreement shall be kept available at **SAUSD**'s office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to which **RSCCD** or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

20. **SAUSD** shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

21. As a condition of this award of financial assistance under the U.S. Department of Education to **SAUSD** from **RSCCD**, **SAUSD** assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 34 CFR part 100 et seq. The United States, the State of California and **RSCCD** have the right to seek judicial enforcement of this assurance.

(a) During the performance of this Agreement, **SAUSD** and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. **SAUSD** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **SAUSD** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **SAUSD** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **SAUSD** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **SAUSD** shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, **SAUSD** shall submit to **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by **SAUSD**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

(b) Property Management. **SAUSD** shall budget, manage and maintain an inventory of property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, **SAUSD** shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by **SAUSD** under this Agreement to **RSCCD** or its representatives, or dispose of them in accordance with directions from **RSCCD**.

INDEMNIFICATION

24. (a) **SAUSD** shall indemnify, hold harmless and defend **RSCCD**, its School Board, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **SAUSD's** performance of this Agreement, or any act or omission of **SAUSD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **SAUSD** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **SAUSD**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **SAUSD** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **SAUSD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD's** performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **SAUSD**

requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties, including **SAUSD** personnel representatives. **RSCCD** shall forthwith remit all sums due **SAUSD**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **SAUSD** 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. **SAUSD** shall deliver certificate(s) of insurance under **SAUSD's** comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, **RSCCD** shall be provided a copy of said policy.

SAUSD shall provide workers' compensation coverage for each of its employees. **SAUSD** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. **SAUSD** agrees to grant **RSCCD**, the U.S. Department of Education, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. **RSCCD**, the U.S. Department of Education, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by **SAUSD** under this Agreement and in accordance with 34 CFR 75.621, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **SAUSD** in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. **SAUSD**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **SAUSD** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **SAUSD**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **SAUSD** will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for **SAUSD** to conduct business with a

friend or associate of an executive or employee of **SAUSD**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of **SAUSD**, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by **SAUSD** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **SAUSD** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **SAUSD** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), **SAUSD** certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **SAUSD** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A050103. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **SAUSD** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **SAUSD**, or if **SAUSD** reports inaccurately, or if any audit report makes disallowances, **SAUSD** shall promptly remedy its acts or omissions and/or repay **RSCCD** all amounts due **RSCCD** as a result thereof. For any such failures or violations **RSCCD** shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as **SAUSD** fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **SAUSD**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **SAUSD** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **SAUSD**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **SAUSD** a written request to appeal said decision. Pending final decision of the appeal, **SAUSD** shall act in accordance with the written decision of **RSCCD** or the Department of Education, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by **RSCCD**, and/or the State of California, and/or the US Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of **SAUSD's** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event

that such funding is terminated or reduced, **RSCCD** shall provide **SAUSD** with written notification of such determination. **SAUSD** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. **SAUSD** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

37. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

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

SAUSD: Agency Representative: Mary Booth
 Department: _____
 Agency: Santa Ana Unified School District
 Address: 1601 E. Chestnut Ave.
 City, State Zip: Santa Ana, CA 92701
 Phone: (714) 558-5724

IN WITNESS WHEREOF, **RSCCD** and **SAUSD** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SANTA ANA UNIFIED
SCHOOL DISTRICT

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board
Approval

Date: November 15, 2010

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

EDUCATIONAL SERVICES

To:	Board of Trustees	Date: November 15, 2010
Re:	First Reading of Revision to Board Policies 3503 – Selection of Architects; Review of BP5420 – Free Expression; and BP 9009 - Committee Structure	
Action:	Information	

BACKGROUND

The Board Policy Committee met on November 3, 2010 and reviewed three board policies. The committee is recommending revisions to two of those policies.

ANALYSIS

The policies reviewed and the subsequent recommendations are:

BP 3503 – Selection of Architects. This policy was reviewed at the suggestion of trustee Hanna. Language regarding the Board’s role in the evaluation and selection of architects is being omitted and modifications were made to the criteria for the selection of architects.

BP 5420 – Free Expression. In light of legal challenges to the free expression policies at other community colleges, the committee reviewed this policy. No changes are recommended.

BP 9009 – Committee Structure. Modifications were made to this policy to clarify committee membership, voting rights and criteria for a quorum.

RECOMMENDATION

These policies are presented for first reading as an information item.

Fiscal Impact: None	Board Date: November 15, 2010
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

Selection of Architects - BP3503

Adopted 01/17/95 November 2010

Architects shall be selected by the Board of Trustees. ~~The Board may use staff based upon the recommendations of the Chancellor~~ employing the criteria noted below or any other unranked criteria deemed appropriate:

- Responsiveness to RFP - breadth and depth of response
- Professional reputation of firm · Community college/school district experience
- Experience with the Division of State Architecture · Satisfaction of prior/current clients
- Adequacy of firm's support staff and/or sub-contractors
- Experience in meeting schedules and deadlines
- Accuracy of firm's cost estimates
- Evidence of ability to prioritize project and begin the job in a timely fashion
- Proposed methodology to be utilized in design of project as it relates to involvement of faculty, staff, management, and other interested parties
- Aesthetics and functionality of projects
- Site evaluations of projects
- Proposed fees
- ~~Affirmative Action goals~~ Firms located in the District or Orange County
- Women/Minority/Veteran owned firms

~~At the Board's discretion, an ad-hoc committee of the Board may be formed to interview, evaluate and make a recommendation regarding selection of architects.~~

Architects are hired on a project basis to perform all tasks from preliminary planning through completion of construction.

The Selection of Architects' Policy is intended for major capital outlay projects and may be waived for minor remodeling and construction projects with approval of the chancellor.

Free Expression - BP5420

Revised 8/30/04; Reviewed 11/15/10

The colleges of the District are non-public forums, except for those areas that are generally available for use by students or the community, which are limited public forums. The Chancellor shall enact such administrative regulations as are necessary to reasonably regulate the time, place and manner of the exercise of free expression in the limited public forums.

The administrative regulations promulgated by the Chancellor shall not prohibit the right of individuals to exercise free expression, including but not limited to the use of bulletin boards designated for such use, the distribution of printed materials or petitions in those parts of the colleges designated as areas generally available to students and the community, and the wearing of buttons, badges, or other insignia. Individuals shall be free to exercise their rights of free expression, subject to the requirements of this policy. Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on district property or the violation of district policies or procedures, or the substantial disruption of the orderly operation of the District.

Nothing in this policy shall prohibit the regulation of hate violence, so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, intimidation, or hate violence unless such speech is constitutionally protected. Non-student violators will be addressed through appropriate channels.

Legal Reference: Education Code Section 76120

Committee Structure - BP9009

Revised July 13, 2009, November 2010

Annually, the president of the Board shall appoint members to the Standing committees. Standing and ad hoc committees may be limited and/or created as deemed necessary by a majority of the Board. Committee members shall serve until they have completed their assignments. The Board president shall appoint the chairs on any Standing or ad hoc committees established by the Board of Trustees.

The Executive Committee of the Board is comprised of the President, Vice President, and Clerk of the Board. The Chancellor serves as staff to all Board of Trustee committees.

The chair of any Standing or ad hoc committee will be in charge of scheduling and/or canceling any committee meeting. If the Chancellor can not attend a meeting he/she may send a representative to the committee meeting or reschedule the meeting with the committee chair to a mutually agreeable time.

All Board members are ex-officio members of all Board committees with the right have the right to attend and participate in any committee meeting, however only the appointed members of a committee may vote and be counted toward a quorum.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To:	Board of Trustees	Date: November 15, 2010
Re:	Receive and Review the RSCCD Board of Trustees Self-Evaluation	
Action:	Receive and Review	

BACKGROUND

Board Policy 9022 provides for the Board of Trustees to conduct an annual self-evaluation by November of each year.

ANALYSIS

An evaluation survey was approved by the Board on October 11, 2010 and was distributed to 96 individuals identified in Board Policy 9022. The survey responses were reviewed by the Board at a special meeting on November 8, 2010. Subsequent to that meeting, the individual Board members completed the self-evaluation instrument. Those responses are now provided to the Board for review and discussion.

RECOMMENDATION

It is recommended that the Board of Trustees review the evaluation responses and complete the self-evaluation process for 2010.

Fiscal Impact: None	Board Date: November 15, 2010
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Office of the Chancellor

To: Board of Trustees	Date: November 15, 2010
Re: Board of Trustees Express Interest in Board Officer Positions	
Action: Information	

BACKGROUND

At the July 26, 2010, board meeting the board approved changes to BP 9007 –Officers of the Board and BP 9013- Annual Organization Meeting to include the following:

At the board meeting immediately prior to the annual organizational meeting, the Board President shall solicit expressions of interest from members of the Board, or any newly elected members of the Board, regarding service as President, Vice President, or Clerk of the Board, as well as any committee assignments.

RECOMMENDATION

The board president shall solicit expressions of interest from board members regarding service as president, vice president, and clerk for 2010-2011.

Fiscal Impact: None	Board Date: November 15, 2010
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Dr. Raúl Rodriguez, Chancellor	
Recommended by: Dr. Raúl Rodriguez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees

To:	Board of Trustees	Date:	November 15, 2010
Re:	Nomination of Brian Conley to ACCT Public Policy Committee		
Action:	Request for Action		

BACKGROUND

The Association of Community College Trustees is seeking volunteer members for specific committees. Brian Conley served as an Associate Committee Member on the Public Policy committee during the 2004 to 2010 calendar years.

ANALYSIS

ACCT is soliciting letters of nomination for committee membership. Trustee Conley is interested in continuing his membership on the Public Policy committee and is requesting a letter of nomination from the RSCCD board.

RECOMMENDATION

It is requested that the board approve a letter of nomination for Trustee Conley to serve on ACCT's Public Policy committee during the 2011 calendar year.

Fiscal Impact: None	Board Date: November 15, 2010
Prepared by: Anita Lucarelli, Executive Assistant to the Board	
Submitted by: Anita Lucarelli, Executive Assistant to the Board	
Recommended by: Brian Conley, Clerk, Board of Trustees	



RANCHO SANTIAGO

COMMUNITY COLLEGE DISTRICT

2323 North Broadway • Santa Ana, CA 92706 -1640 • (714) 480-7300 • www.rsccd.edu

Building the future through quality education



SANTA ANA
COLLEGE



Santiago
Canyon
College

November 16, 2010

Association of Community College Trustees
1233 20th Street, NW
Suite 301
Washington, DC 20036

The Board of Trustees of the Rancho Santiago Community College District nominates Mr. Brian Conley to serve on either of the following committees: (1) Public Policy; or (2) Member Communications and Education; (3) Governance and Bylaws; (4) Diversity; or (5) Finance and Audit. Brian was first elected to our board in 1988. He has served as an Associate Member of ACCT's Governance and Bylaws Committee in 2006 as well as a member of the Public Policy Committee during the 2004 to 2009 calendar years. Our board is confident that Brian will continue to make valuable contributions to any of the ACCT committees.

Brian was a member of the Board of Governors of the California Community Colleges from 2000-2004. During that time, he chaired the Student Equity and Diversity Committee as well as the Human Resources Committee. He also served as the Vice Chair of the Legislative Committee.

A former member of the Orange County Community College Legislative Task Force, Brian served on the Education Advisory committees for Congresswoman Loretta Sanchez, California Secretary of State March Fong Eu, and Assemblyman Tom Umberg.

Brian's knowledge of the community college system and policy development processes will be an important contribution to ACCT's committee membership, and we hope you will consider his reappointment.

If I can provide additional information, please contact me at (714) 480-7452.

Sincerely,

Lawrence R. "Larry" Labrado
President
Board of Trustees

/al
BOARD OF TRUSTEES:

R. David Chapel, Ed.D. • Brian E. Conley, M.A. • John R. Hanna • Lawrence R. "Larry" Labrado • Mark McLoughlin, CPSM • Lisa Woolery, APR, M.A. • Phillip E. Yarbrough

CHANCELLOR:

Raúl Rodríguez, Ph.D.

Lucarelli, Anita

From: Lucarelli, Anita
Sent: Thursday, October 28, 2010 11:24 AM
To: Lucarelli, Anita
Subject: FW: Deadline Approaching: Associate Committee Member Applications Due November 1

From: Association of Community College Trustees [mailto:acctinfo@acct.org]
Sent: Monday, October 25, 2010 11:40 AM
To: Brian Conley
Subject: Deadline Approaching: Associate Committee Member Applications Due November 1

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Dear Brian E. ,

ACCT is seeking 2011 Associate Committee members. The deadline for nomination is November 1, 2010. Please Note: Associate Committee Members currently serving in 2010 MUST re-apply if they are interested in serving in 2011.

Inviting member trustees to serve on ACCT Board Committees has expanded membership participation in the governance of the Association, while bringing new ideas and expertise to committee deliberations.

Committees for 2011 will be formed before the first of the year. Member trustees are asked to indicate their interest in serving as an associate committee member for a one-year term by November 1, 2010. Those interested in serving should submit the 2011 Associate Committee Interest Form indicating committee preferences. (If only one choice is listed and you are not selected to serve on the committee of your choice, you may not be placed on another committee unless second and third choices are stated.) If you wish to include comments relating to your committee choices and areas of expertise, you may fill this in under the "Comments" section of the form. Each request must have a letter of nomination from the individual's board supporting the appointment to an ACCT committee.

ACCT Committees seeking volunteer members are:

- **Diversity** - The Diversity Committee ensures leadership for the involvement of historically underrepresented diverse populations within the governance activities of ACCT. It promotes respect for and acceptance of diverse individuals and promotes awareness and educational opportunity for underrepresented populations. It advises the ACCT Board by strengthening the links with the minority membership, identifying issues that require member input, and recommending strategies to gather input.
- **Finance and Audit** - The Finance and Audit Committee is responsible for monitoring executive compliance with fiscally related Policies and Bylaws, reviewing the annual budget, the financial audit, establishing procedures for the periodic audit of Association programs and services, and reporting to the Board of Directors.
- **Governance and Bylaws** - The Governance and Bylaws Committee is responsible to review resolutions related to the governance of the Association, amendments to the Bylaws, and the Board Policies. In fulfilling this charge, the Committee helps ensure that the Board of Directors is fulfilling its role to represent the member boards in determining

and demanding appropriate organizational performance through its written governing policies.

- **Member Communications and Education Committee** - The Member Communications and Education Committee is responsible for evaluating and making recommendations to strengthen the Board's links with the membership; identifying issues that require member input; and recommending strategies to gather input. Additionally, they evaluate and make recommendations to strengthen current ACCT education programs, and recommend additional programs that promote effective board governance through advocacy and education.
- **Public Policy** - The Public Policy Committee is charged with reviewing public policy issues and recommending positions to the Board of Directors and, where appropriate, to the ACCT Executive Committee.

ACCT Board Policy states that the ACCT Chair will make committee appointments. In making appointments, the chair will consider regional representation, gender, and diversity. Each committee chair shall be a member of the ACCT Board of Directors.

Associate members may be appointed to a committee under the following conditions:

1. They shall be selected from voting members;
2. They may serve three consecutive one-year terms per committee;
3. No more than one associate member from a college shall serve on any one board committee;
4. All related expenses are to be the responsibility of their college;
5. They have full voting rights; and
6. They shall have a letter of nomination from their board supporting the appointment to an ACCT committee.

Reminder: Associate Committee Members currently serving in 2010 MUST re-apply if they are interested in serving in 2011.

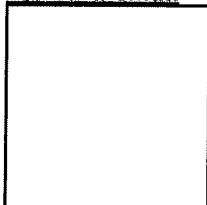
ACCT committees will meet in 2011 just prior to the Community College National Legislative Summit scheduled for February 13-16 at the Marriott Wardman Park Hotel in Washington, D.C., and a day or two before the Annual Community College Leadership Congress in Dallas, Texas, October 12-15, 2011. Committee work may also be done through e-mail and postal mail.

If you are interested in serving and your board will send a letter of nomination and financially support your attendance, please submit the following:

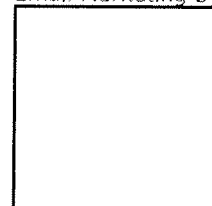
1. 2011 Associate Committee Interest Form
2. A letter of nomination from your board supporting your appointment to an ACCT committee.

These documents must be received at ACCT by November 1, 2010. Send to the ACCT Chair by e-mailing assocmemb@acct.org (electronic mail preferred), or via standard postal mail to ACCT, 1233 20th Street, NW, Suite 301, Washington, DC 20036; FAX (866) 904-2228.

Forward email



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This email was sent to bconley@gwc.cccd.edu by acctinfo@acct.org.
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Association of Community College Trustees | 1233 20th Street, NW | Suite 301 | Washington | DC | 20036