

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees**  
**(Regular meeting and Board Planning Session)**  
**Tuesday, February 19, 2013**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

**Vision Statement (Board of Trustees)**

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

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

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

**Americans with Disabilities Acts (ADA)**

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

**A G E N D A**

**1.0 PROCEDURAL MATTERS**

**4:30 p.m.**

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

**Action**

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of February 4, 2013

**Action**

1.6 Approval of Consent Calendar

**Action**

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

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

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

## **2.0 BOARD PLANNING SESSION**

- 2.1 Adoption of Rancho Santiago Community College District Planning Design Manual Action  
The administration recommends adoption of the RSCCD planning Design manual.
- 2.2 Presentation of Comprehensive Master Plan: Chapters 1 and 2 and Implications for Planning Information  
This material is presented as information.

## **3.0 HUMAN RESOURCES**

- 3.1 Classified Personnel Action
  - Approval of Temporary Assignments
- 3.2 Rejection of Claim Action  
The district's insurance administrator recommends the board authorize the chancellor or his designee to reject claim #12-08436MH on behalf of the district.
- 3.3 Rejection of Claim Action  
The district's insurance administrator recommends the board authorize the chancellor or his designee to reject claim #12-07080JW on behalf of the district.

## **4.0 INSTRUCTION**

There are no items in this category.

## **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 Additional Consulting Services Agreement - Facilities Planning & Program Services, Inc. Action  
The administration recommends approval of the consulting services agreement for Facilities Planning & Program Services, Inc. as presented through June 30, 2013.

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

- \*5.3 Approval of Additional Geotechnical Testing Services for Soccer Field and Football Facilities at Santa Ana College Action  
The administration recommends approval of the additional testing services for the SAC soccer field and football facilities from Koury Geotechnical Services, Inc. as presented.
- \*5.4 Approval of Change Order #4 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College Action  
The administration recommends approval of change order #4 for Bid #1179 for Los Angeles Engineering Inc. for the soccer field and football facilities at SAC as presented.
- \*5.5 Adoption of Resolution No. 13-02 - Plumbing for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 13-02 for Interpipe Construction, Inc. for change order #9 for Bid #1140 for plumbing for the Athletic/Aquatic complex at SCC as presented.
- \*5.6 Adoption of Resolution No. 13-07 - Landscaping for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 13-07 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Athletic/Aquatic complex at SCC as presented.
- \*5.7 Adoption of Resolution No. 13-08 - Concrete for Loop Road Extension at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 13-08 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Loop Road Extension at SCC as presented.
- \*5.8 Adoption of Resolution No. 13-10 - Plumbing for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 13-10 for Interpipe Construction, Inc. for change order #10 for Bid #1140 for plumbing for the Athletic/Aquatic complex at SCC as presented.
- \*5.9 Approval of Additional Geotechnical Observation & Testing Services for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of the additional fees for Ninyo & Moore for geotechnical observation and testing services for the Humanities building at SCC as presented.
- \*5.10 Approval of Additional Testing Services for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of the additional testing services for the Humanities building at SCC as presented.

- \*5.11 Approval of Change Order #8 for Bid #1136 – Concrete for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of change order #8 for Bid #1136 for Guy Yocom Construction, Inc. for concrete for the Humanities building at SCC as presented.
- \*5.12 Approval of Change Order #11 for Bid #1139 – Electricity for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends approval of change order #11 for Bid #1139 for Dynalectric, Inc. for electricity for the Athletic/Aquatic complex at SCC as presented.
- \*5.13 Approval of Change Order #12 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of change order #12 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.
- \*5.14 Approval of Change Order #6 for Bid #1147 – Interiors for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends approval of change order #6 for Bid #1147 for Inland Empire Architectural Services for interiors for the Athletic/Aquatic complex at SCC as presented.
- \*5.15 Approval of Change Order #3 for Bid #1183 – IES Commercial, Inc. for the Video Surveillance System Action  
The administration recommends approval of change order #3 for IES Commercial, Inc. for the district-wide video surveillance system as presented.
- \*5.16 Approval of Corrected Fiscal Impact Amount for Bid #1204 - Purchase of DMU 50 Universal DMG 5-Axis Milling Machine Action  
The administration recommends approval of the corrected fiscal impact amount for Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine to Ellison Technologies as presented.

## **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:  
- Capacity Building Grant – EdUPlay Program (District) \$100,000

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

- \*6.2 Adoption of Resolution No. 13-09 – Children and Families Commission of Orange County (F14-CB-12) Action  
The administration recommends adoption of Resolution No. 13-09 with the Children and Families Commission of Orange County and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.
- \*6.3 Adoption of Revision to District Mission – Board Policy 1200 Action  
It is recommended that the board waive the first and second reading and adopt the revision to Board Policy 1200.
- \*6.4 Approval of Consulting Services Contract – McCallum Group, Inc. Action  
The administration recommends approval of the contract for consulting services with McCallum Group, Inc. as presented.
- 6.5 Reports from Board Committees Information
  - Board Facilities Committee
  - Orange County Community Colleges Legislative Task Force
- 6.6 Board Member Comments Information

### **RECESS TO CLOSED SESSION**

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
  - a. Classified Staff
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

*California Department of Finance and Dr. Jack Scott, Chancellor of the California Community Colleges v. Jan Grimes, in her official capacity as Interim Orange County Auditor-Controller, and Does 1-10, Orange County Superior Court Case No. 30-2012-00559592 CU-WM-CJC*

4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Liability Claims (pursuant to Government Code Section 54956.95)
  - a. 12-08436MH
  - b. 12-07080JW

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

## **RECONVENE**

### **Issues discussed in Closed Session (Board Clerk)**

#### **Public Comment**

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

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

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

**7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on March 11, 2013.

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

**Board of Trustees (Regular meeting)**

**Monday, February 4, 2013**

**MINUTES**

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

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

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Ahari, Student Trustee, Rancho Santiago Community College District.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Ahari, seconded by Ms. Mendoza Yanez, and carried unanimously to approve an addendum and revised pages for Item 3.1 (Management/Academic Personnel) and an addendum for Item 3.2 (Classified Personnel).

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Ms. Mendoza Yanez and seconded by Mr. Labrado to approve the minutes of the regular meeting held January 14, 2013, with the following revisions (in italics):

Mr. Hanna and Mr. Solorio requested the following be included in Item 2.7 (Informational Presentation on the Three-Day Drop Period of Non-Payment of

1.5 Approval of Minutes – (cont.)

Enrollment Fees): *Mr. Hanna encouraged students to work with the chancellor and college presidents on this issue, and Mr. Solorio asked staff to follow-up with nearby districts referenced in the presentation for additional information regarding the impact at their districts, particularly in regard to the losses.*

1.6 Approval of Consent Calendar

It was moved by Ms. Mendoza Yanez, seconded by Mr. Ahari, and carried unanimously to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 5.24 (Purchase Orders), removed from the Consent Calendar by Mr. Hanna. In addition, Dr. Rodríguez removed Item 5.9 (Change Order #4 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College [SAC]), Item 5.12 (Resolution No. 13-02 – Plumbing for Athletic/Aquatic Complex at Santiago Canyon College [SCC]), and Item 6.4 (Consulting Services Contract – McCallum Group, Inc.) from the agenda.

4.1 Approval of Nursing Program Agreement – Oasis Senior Center

The board approved the clinical affiliation agreement renewal with Oasis Senior Center in Corona del Mar, California.

4.2 Approval of Speech-Language Pathology Assistant (SLPA) Agreement Renewal – Laguna Beach Unified School District

The board approved the renewal agreement between the SLPA program and the Laguna Beach Unified School District in Laguna Beach, California.

4.3 Approval of Affiliation Agreement Contract with Western Interpreting Network

The board approved the affiliation agreement with Western Interpreting Network for sign language interpreter services for the period of February 5, 2013, through June 30, 2015.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved the budget increases, decreases and transfers during the month of December 2012.

5.3 Adoption of Resolution No. 13-05 – Certifying the Election Regarding the Santa Ana College (SAC) Improvement District No. 1 of the Rancho Santiago Community College District, Measure Q

The board adopted Resolution No. 13-05 – Certifying the Election regarding the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District, Measure Q, as presented.



1.6 Approval of Consent Calendar – (cont.)

5.4 Adoption of Resolution No. 13-06 – Resolution to Establish a Citizens’ Bond Oversight Committee and Approve the Bylaws and Ethics Policy Statement for Measure Q

The board adopted Resolution No. 13-06 – Resolution to Establish a Citizens’ Bond Oversight Committee and approved the bylaws and ethics policy statement for the Santa Ana College Improvement District No. 1 of the Rancho Santiago Community College District for Measure Q as presented.

5.5 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended December 31, 2012

The board approved the CCFS-311Q for the period ending December 31, 2012, as presented.

5.7 Approval of Commercial Lease Agreement between Ontario Chamber of Commerce and Rancho Santiago Community College District and its Center for International Trade Development

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

5.8 Approval of Consulting Agreement with RBF Consulting – Santa Ana College Perimeter Site Improvements

The board approved the proposal with RBF Consulting to provide Qualified Storm Water Pollution Prevention Plan Services as presented.

5.10 Approval of De La Torre Commercial Interiors – Santa Ana College County Sheriff’s Regional Training Academy Fire Lane Improvements

The board approved the proposal with De La Torre Commercial Interiors as submitted.

5.11 Adoption of Resolution No. 13-01 – Concrete for Loop Road Extension at Santiago Canyon College (SCC)

The board adopted Resolution No. 13-01 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Loop Road Extension at SCC as presented.

5.13 Adoption of Resolution No. 13-03 – Landscaping for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 13-03 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Athletic/Aquatic complex at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.14 Adoption of Resolution No. 13-04 – Framing and Elevators for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 13-04 for Inland Building Construction Company, Inc. for Bid #1146 for framing and elevators for the Athletic/Aquatic complex at SCC as presented.

5.15 Approval of Change Order #11 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College

The board approved change order #11 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.

5.16 Approval of Change Order #1 for Bid #1142 - Fire Suppression for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #1 for Bid #1142 for JPI Development Group, Inc. for fire suppression for the Athletic/Aquatic complex at SCC as presented.

5.17 Approval of Change Order #1 for Bid #1145 – Casework, Fixtures and Laboratory Equipment for Humanities Building at Santiago Canyon College

The board approved change order #1 for Bid #1145 for K & Z Cabinets for casework, fixtures and laboratory equipment for the Humanities building at SCC as presented.

5.18 Approval of Change Order #12 for Bid #1146 – Framing and Elevators for Humanities Building at Santiago Canyon College

The board approved change order #12 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented.

5.19 Approval of Change Order #3 for Bid #1148 – Flooring for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #3 for Bid #1148 for Continental Flooring, Inc. for flooring for the Athletic/Aquatic complex at SCC as presented.

5.20 Approval of Change Order #1 for Bid #1191 – Roof for Maintenance & Operations Building at Santiago Canyon College

The board approved change order #1 for Bid #1191 for Letner Roofing for the roof on the Humanities building at SCC as presented.

5.21 Approval of Butte-Glenn Institution Participation Agreement for OpenCCCAply

The board approved the Butte-Glenn Institution Participation Agreement for the OpenCCCAply system as presented.

1.6 Approval of Consent Calendar – (cont.)

5.22 Approval of Contract with The Great American Lunch Box

The board approved the contract and authorized the chancellor or his designee to execute the contract with The Great American Lunch Box to provide services for children enrolled at the Orange Education Center, Child Development Center now housed at Fletcher Elementary School, 515 West Fletcher, Orange, California.

5.23 Approval of Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine

The board accepted the bids and approved Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine to Ellison Technologies as presented.

6.1 Approval of Resource Development Items

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

- Business & Entrepreneurship Center Statewide Leadership      \$50,000  
    - (District) - *Augmentation*
- Child Development Training Consortium (SAC/SCC) -      \$ 3,600  
    *Augmentation*
- Seeds to Trees – Digital Media Training (District) -      -\$ 367  
    *Adjustment*

6.2 Approval of First Amendment to Sub-award Agreements between RSCCD and The Regents of University of California and Santa Ana Unified School District for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 – Year 3

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

6.3 Approval of Amendment One to Sub-award Agreement between RSCCD and The Regents of University of California for Gaining Early Awareness & Readiness for Undergraduate Programs (GEAR UP) 2009 – Year 4

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

**2.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

2.1 Report from Chancellor

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

Mr. Yarbrough arrived at this time.

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

2.3 Report from Student Trustee

Mr. Ryan Ahari provided a report to the board.

2.4 Reports from Student Presidents

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

Ms. Edna Tobias, Student President, Santa Ana College  
Ms. Rachel Bulosan, Student President, Santiago Canyon College

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

Mr. Yarbrough left the meeting at this time.

2.6 Informational Presentation on Measure Q Campaign

Mr. Charles Heath provided an informational presentation on the Measure Q campaign.

2.7 Informational Presentation on Accountability Reporting for the California Community Colleges (ARCC) and Student Success Scorecard

Ms. Nga Pham, RSCCD Director of Research; Mr. Craig Rutan, SCC Associate Professor, Astronomy/Physics; Mr. Aaron Voelcker, SCC Assistant Dean, Institutional Effectiveness and Assessment; and Dr. Sara Lundquist, SAC Vice President, Student Services, provided a presentation on the 2012 ARCC reports (for SAC, SCC, and RSCCD Continuing Education Division) and a preview of the 2013 ARCC 2.0/Scorecard to the board.

Ms. Pham explained that ARCC, as mandated by AB1417, requires California community colleges to provide a framework for system performance evaluation.

2.7 Informational Presentation on Accountability Reporting for the California Community Colleges (ARCC) and Student Success Scorecard – (cont.)

A report is produced by the State Chancellor's Office based upon Management Information System data submitted by each of the 112 colleges. ARCC provides an annual report to the legislators, sets standards for accountability and results for California community colleges, and reports outcomes for each college and systemwide. Each college is required to present the data to its board as information and for discussion. The ARCC report does not rank colleges against each other, but has peer grouping for comparison of colleges sharing similar environmental and characteristics, and is not attached to any funding mechanism.

Mr. Voelcker presented the 2012 ARCC report for Santiago Canyon College and Dr. Lundquist presented the 2012 ARCC report for Santa Ana College. The reports included student progress and achievement rates, students who earned at least 30 units rates, persistence rates, successful course completion rates for credit vocational courses and credit basic skills courses, improvement rates for credit basic skills courses and credit English as a Second Language (ESL) courses.

Mr. Voelcker indicated the credit ESL population has continued to decline at SCC, and staff is assessing the trend and determining a potential modification of curriculum that might better serve the credit ESL population. Mr. Voelcker noted that SCC scored above its peer group average in five out of seven performance indicators.

Dr. Lundquist indicated SAC is committed to increasing student success and working to sustain and expand practices that have proven impact through program effectiveness review, professional development workshops, Academic Senate dialogues, and peer mentoring.

Ms. Pham presented the 2012 ARCC report for RSCCD Continuing Education Division (CED) which included career development and college preparation (non-credit) progress and achievement rates. Ms. Pham indicated ARCC is one tool, among many, that the district uses to assess the effectiveness of its institutions. The district uses a comprehensive and continuous assessment which includes data from local sources with different perspectives which include on-going classroom assessment, on-going planning and program review (academic, student services, and administrative units), and on-going research developed by the district research department.

Ms. Alvarez expressed concern over the decline in numbers for SCC in two out of seven indicators and for SAC in three out of seven indicators. She asked if the decline in numbers would affect the district negatively in regards to a future accreditation team visit and if this item will be reviewed at the board's planning session on February 19.

2.7 Informational Presentation on Accountability Reporting for the California Community Colleges (ARCC) and Student Success Scorecard – (cont.)

Mr. Didion indicated the data elements presented in this report, along with a number of other elements, will be included in the comprehensive master plan at the board's planning session. Dr. Rodríguez stated that the accreditation process will not review the ARCC report to be critical of the district's standing, but allows the colleges to set its improvement goals.

Ms. Alvarez requested a list of indicator comparisons to other colleges. Ms. Pham will provide a copy of the report to board members.

Regarding SCC's decline in enrollment in credit ESL courses, Mr. Hanna asked if a similar decline had occurred at SAC. Dr. Lundquist indicated the same decline in credit ESL students is occurring at SAC.

Mr. Hanna asked if non-credit ESL was increasing or decreasing at the colleges. Dr. Lundquist indicated non-credit ESL at SAC was declining slightly. Mr. Jose Vargas, Vice President of Continuing Education at SCC, indicated there was a high persistence rate in non-credit ESL programs.

Mr. Hanna asked for an analysis of future planning needs for the ESL programs relating to instructors, etc.

Mr. Hanna asked for an explanation of the data for vocational programs that the state chose not to include in the ARCC report because it had not been submitted by the colleges. Ms. Pham indicated there was an inconsistency in the interpretation and coding of the data; therefore, only a few colleges submitted the data. Since the ARCC report is a comprehensive report, the state chose not to include this data. Ms. Pham reported it is stated in the report's appendix that the data is not available to be included in the calculations.

Mr. Vargas indicated that the reporting system is advancing in measuring student success in non-credit programs. He stated that standardized grading in basic education courses has captured more students, as well as measuring career development and college preparation certificates. In addition, non-credit ESL students learn enough English skills to be hired for a variety of jobs. The college is moving toward being able to track the students that have increased their salaries after learning English skills.

As a member of the Student Success Task Force (SSTF), Mr. Rutan explained that the State Chancellor's Office created the SSTF in 2012. The task force found that the original ARCC report failed in its original intent to improve student success. The matrix ARCC constructed did not aid colleges in finding a way to determine deficiencies and needs that should be addressed. As a result, the SSTF recommended moving away from using an ARCC report as a method of reporting and moving

2.7 Informational Presentation on Accountability Reporting for the California Community Colleges (ARCC) and Student Success Scorecard – (cont.)

towards implementing a student success scorecard. The scorecard, released on March 30, 2013, will be based on the original ARCC report data available at the State Chancellor's Office and will create a set of student metrics that identify achievement gaps in three primary areas of the community college mission: transfer, basic skills, and career technical education.

Mr. Rutan indicated the original ARCC report used peer groups to compare one college's results with another, which resulted in some colleges always falling in the below average category. The scorecard will represent each college's performance on each of the metrics over a five-year period and will not have colleges compared to each other; each college would only be compared against its own past performance. It is hopeful that the scorecard will provide a better opportunity to identify areas of strength and needed improvement.

Dr. Rutan reviewed the metrics, student progress and achievement rates, 30-unit rates, persistence, career technical education rates, remedial education progress rates, career development college preparation rates, and institutional profiles. The data collected will be based upon students that have a valid social security card as an accurate means to track students in the community college system. Apprenticeship courses are now excluded from the scorecard reporting since the only accurate information available on apprenticeship courses is through the Division of Apprenticeship Standards. Dr. Rutan stated that the scorecard is the evolution of the ARCC report, but it is not considered the final measurement tool.

Mr. Solorio asked for the reason that six years is used in developing desired outcomes for the career development college preparation rates. Although Dr. Rutan doesn't have a concrete answer, he assumes that this period assists the district in capturing the greatest number of students during a six-year period since most students attend classes part-time.

Ms. Alvarez and Mr. Hanna expressed concern over Dream Act students not being recorded in the scorecard figures due to the inability to obtain a valid social security card. Mr. Hanna asked if staff had the ability to track the Dream Act students at the district. Staff expressed concern over the ability to accurately track Dream Act students, especially across the entire California community college system.

**3.0 HUMAN RESOURCES**

Items 3.3, 3.4, and 3.5 were reviewed after Closed Session.

### 3.1 Management/Academic Personnel

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

- Approve Revised Job Descriptions
- Approve Appointments
- Approve 2012-2013 FARSCCD Beyond Contract Step Increases Effective January 22, 2013
- Approve 2012-2013 FARSCCD Part-time Step Increases Effective January 22, 2013
- Approve 2012-2013 CEFA Step Increases for Long-term Substitute per E.C. 87481 and 87482
- Approve Column Changes
- Approve Corrections to 2012-2013 Change of Classification/Location
- Approve Leaves of Absence
- Approve Stipends
- Rescind Stipends
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Intern Services

### 3.2 Classified Personnel

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

- Approve Longevity Increments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position
- Approve Leaves of Absence
- Approve Changes of Assignments
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

## 4.0 INSTRUCTION

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



## **5.0 BUSINESS OPERATIONS/FISCAL SERVICES**

Items 5.1, 5.2, 5.3, 5.4, 5.5, 5.7, 5.8, 5.10, 5.11, and 5.13 through 5.24 were approved as part of Item 1.6 (Consent Calendar). Please note that Items 5.9 and 5.12 were removed from the agenda.

### **5.6 Quarterly Investment Report as of December 31, 2012**

The quarterly investment report as of December 31, 2012, was presented as information.

### **5.24 Approval of Purchase Orders**

It was moved by Mr. Hanna and seconded by Mr. Labrado to approve the purchase order listing for the period December 16, 2012, through January 19, 2013.

Discussion ensued. The motion carried with a vote of abstention from Mr. Solorio.

## **6.0 GENERAL**

Items 6.1 through 6.3 were approved as part of Item 1.6 (Consent Calendar). Item 6.4 (Consulting Services Contract – McCallum Group, Inc.) was removed from the agenda.

### **6.5 Reports from Board Committees**

Mr. Labrado provided a report on the January 31, 2013, Board Facilities Committee meeting.

Mr. Ahari provided a report on the January 2013 legislative advocacy meetings hosted by the Orange County Community Colleges Legislative Task Force in Sacramento.

### **6.6 Board Member Comments**

Mr. Hanna, Ms. Barrios, Mr. Ahari, and Ms. Mendoza Yanez reported on the recent legislative visits and the Community College League of California's (CCLC) Annual Legislative Conference in Sacramento. Mr. Hanna asked that the overview of the state advocacy day meetings prepared by Townsend Public Affairs be included in the public record.

Mr. Hanna reported on the recent meeting for the CCLC Advisory Committee on Legislation in Sacramento.

Ms. Alvarez and Ms. Mendoza Yanez reported on the recent CCLC Effective Trusteeship Workshop in Sacramento.

Ms. Alvarez expressed concern over the recent broken water pipe at SAC and asked if a priority report on SAC infrastructure relating to pipes is available.

6.6 Board Member Comments – (cont.)

Ms. Alvarez congratulated Dr. Sara Lundquist on being selected as a recipient of the Guardián de Justicia Award at the upcoming Orange County Hispanic Bar Association 35<sup>th</sup> Annual Scholarship Fundraiser and Installation Dinner on March 2.

Mr. Solorio asked for an expenditure report on the funds remaining for infrastructure relating to Measure E since the district is unable to spend funds on Measure Q until Measure E funds are depleted.

Ms. Barrios asked if the district is pursuing Prop. 39 (energy efficiency) funding for solar initiatives. She indicated Larry Labrado, as chairperson of the Board Facilities Committee, may wish to form an ad hoc committee to pursue Prop. 39 funding.

Ms. Barrios asked for the district's strategic plan for technological initiatives (including open source textbooks and online classes).

Mr. Ahari and Ms. Barrios encouraged board members to review the Socioeconomic Benefits Generated by Orange County's (OC) Community Colleges report prepared for the OC Community Colleges Legislative Task Force by the OC Business Council.

**RECESS TO CLOSED SESSION**

The board convened into closed session at 7:29 p.m. to consider the following items:

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

**RECONVENE**

The board reconvened at 7:44 p.m.

### Closed Session Report

Mr. Labrado reported the board discussed public employment, public employee discipline, conferred with its labor negotiator, and reviewed a liability claim. The board voted unanimously (Mr. Yarbrough absent) to approve the suspension of Mr. Michael Martinez, Financial Aid Analyst, for ten days.

### Public Comment

There were no public comments.

## **3.0 HUMAN RESOURCES**

Items 3.1 and 3.2 were approved after Item 2.7 (Informational Presentation on ARCC and Student Success Scorecard).

### 3.3 Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and California School Employees Association (CSEA) Chapter 888 (Child Development Teachers)

It was moved by Mr. Labrado, seconded by Ms. Alvarez, and carried unanimously to approve the collective bargaining agreement with CSEA Chapter 888 for the period of July 1, 2012, through June 30, 2015.

### 3.4 Presentation of Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District

It was moved by Mr. Labrado, seconded by Ms. Alvarez, and carried unanimously to receive the CEFA bargaining proposal and schedule a public hearing for February 19, 2013.

### 3.5 Rejection of Claim

It was moved by Mr. Labrado, seconded by Ms. Alvarez, and carried unanimously to authorize the chancellor or his designee to reject claim #P949-250696-01 on behalf of the district.

## **7.0 ADJOURNMENT**

The next regular meeting and board planning session of the Board of Trustees will be held on February 19, 2013.

There being no further business, Ms. Barrios declared this meeting adjourned at 7:45 p.m. in honor of Mr. Ajay Anderson, a friend of her son's who is in the Intensive Care Unit after a recent aneurysm.

Respectfully submitted,

---

Raúl Rodríguez, Ph.D.  
Chancellor

Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: February 19, 2013

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

To: Board of Trustees	Date: February 19, 2013
Re: Adoption of RSCCD Planning Design Manual	
Action: Request for Approval	

**BACKGROUND**

Last summer, the District initiated a review of its planning process in order to improve the linkages between planning and budgeting and align our processes with accreditation standards. Dr. Eva Conrad, the retired President of Moorpark College worked with a task force comprised of college and district office representatives to develop a new comprehensive planning framework for the District.

**ANALYSIS**

The attached RSCCD Planning Design Manual has been thoroughly reviewed by the constituent groups and has been unanimously approved by the District Council. It is now being presented to the Board of Trustees for adoption and implementation.

**RECOMMENDATION**

It is recommended that the Board of Trustees adopt the Rancho Santiago Community College District Planning Design Manual.

Fiscal Impact: None	Board Date: February 19, 2013
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

# **Rancho Santiago Community College District Planning Design Manual**

District Services Office  
2323 N. Broadway  
Santa Ana, CA 92706-1606  
<http://www.rsccd.edu>

Santa Ana College  
1530 West 17th Street  
Santa Ana, CA 92706  
<http://www.sac.edu>

Santiago Canyon College  
8045 East Chapman Avenue  
Orange, CA 92869  
<http://www.sccollege.edu>

### **RSCCD Mission Statement**

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

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## Introduction

The *Rancho Santiago Community College District 2012 Planning Design Manual* is a guide to integrated institutional planning at the district level. The planning processes were developed to ensure broad participation in district-level planning and to ensure compliance with the Accrediting Commission for Community and Junior Colleges Standards on institutional planning.

The processes described in this document identify the ways that constituent groups participate in and contribute to student success through district-level long-term and short-term planning. This document begins with a description of the Rancho Santiago Community College District (RSCCD) Planning Design. Following this overview is a description of the purpose, process, and timeline for each component in the Planning Design as well as the citation of the Accrediting Commission for Community and Junior Colleges Standard relevant to that component.

Both of the RSCCD entities, Santa Ana College and Santiago Canyon College, have independent cycles of integrated planning in which the components are linked to one another as well as to district-level planning. The college planning processes link to district planning in two ways:

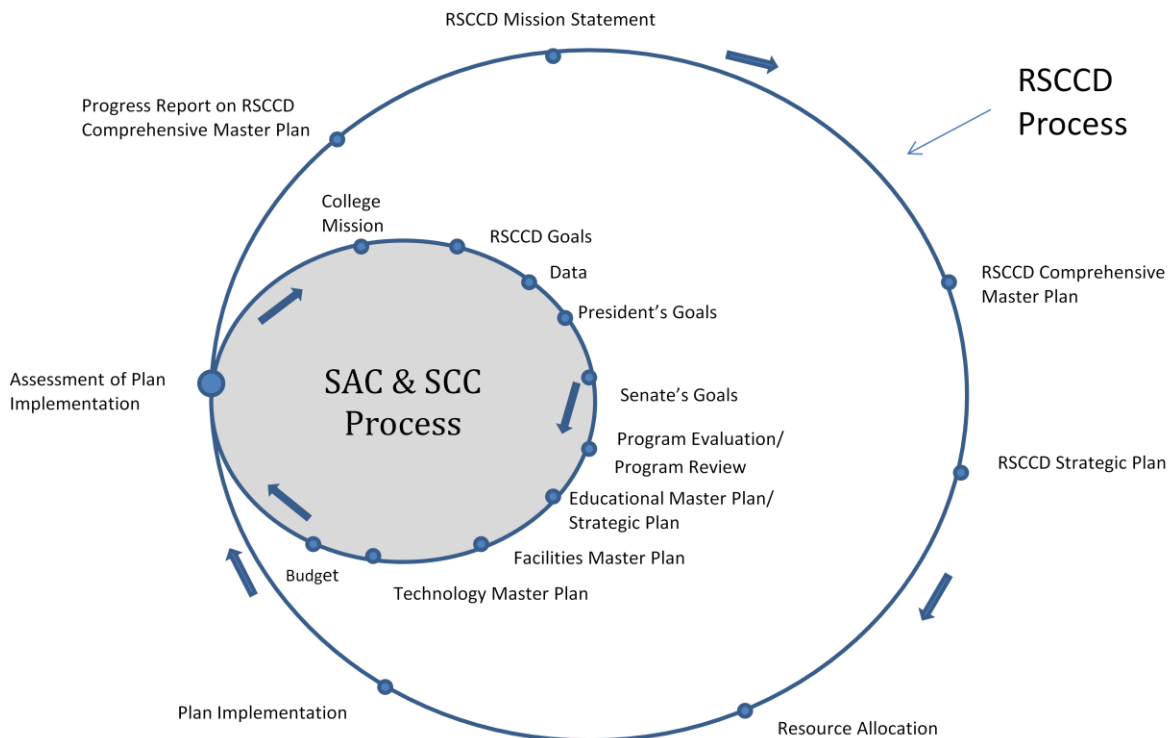
- The RSCCD Goals are foundational to planning at the two colleges. Each college develops site-specific goals, objectives, and action plans that collectively contribute to the achievement of the RSCCD Goals.
- The annual Progress Report details progress on RSCCD Goals and RSCCD Objectives as well as the colleges' goals and objectives.

The *Rancho Santiago Community College District 2012 Planning Design Manual* is reviewed and updated annually to maintain credibility as a valuable resource. The annual update prepared by the Executive Vice Chancellor of Human Resources and Educational Services reflects minor changes, such as in descriptions, timelines, or processes. In addition to this annual review of content, the planning processes described in this document are evaluated every three years. This assessment occurs as part of RSCCD's assessment of its decision-making processes. This timeline and assessment process is described in the "Assessment of Planning and Decision-Making Processes" section of this document. Through these two review processes, one completed on an annual basis and one completed every three years, this document is maintained to reflect the inevitable changes in planning processes that are to be expected as part of RSCCD's cycle of continuous quality improvement.

## Overview of the Planning Design

The Planning Design depicts how the components of district-level planning link to one another in a cycle of evaluation, development of goals and objectives, resource allocation, plan implementation, and re-evaluation. The district demonstrates institutional effectiveness and practices a cycle of continuous quality improvement through the systematic and routine implementation of the following planning processes. In this graphic and throughout this document, RSCCD refers to the entire district collectively as an institution, encompassing the two colleges and District Services. The following graphic is a narrative explanation of the district-level planning processes.

# RSCCD Planning Design



- The **RSCCD Mission Statement** is the foundation of all planning processes because it describes the intended student population and the services that RSCCD provides to the community.



- The first step in preparing the **RSCCD Comprehensive Master Plan** is an analysis of effectiveness in which RSCCD compares its current status to the RSCCD Mission Statement (internal scans) and studies projected demographics changes in order to identify challenges and opportunities (external scans). Based on this analysis, the district develops the long-term **RSCCD Comprehensive Master Plan**. This plan includes summaries of the educational and facilities master plans developed by the two colleges as well as district-wide data. Through the process of developing this comprehensive master plan, the district collaboratively develops RSCCD Goals to describe how it intends to address the identified current and anticipated challenges. As depicted in the Planning Design, these RSCCD Goals are part of the foundation for planning at the two colleges.



- The RSCCD Goals are also used to develop RSCCD Objectives presented in the **RSCCD Strategic Plan**. RSCCD Objectives describe specific initiatives that require the collaboration and coordination of administrators, faculty, and staff across the district in order to move toward achievement of the RSCCD Goals. In addition to the RSCCD Objectives, each site also develops initiatives that contribute to the achievement of RSCCD Goals. These initiatives are documented in the colleges' strategic plans and in the District Services Planning Portfolios.



- All resources coming into the district are dispersed to the colleges and centralized services based on formulas that mirror the statewide allocation formulas defined in Senate Bill 361. Following that allocation, each college and district service uses independent processes for **Resource Allocation** to ensure that the initiatives identified in their respective plans are appropriately funded to the extent possible.



- The next step in the Planning Design is **Plan Implementation**, which refers to work by the responsible parties to complete the RSCCD Objectives outlined in the RSCCD Strategic Plan.



- An **Assessment of Plan Implementation** occurs annually through the documentation and analysis of progress made toward achieving the RSCCD Goals at both the district and college levels.



- The assessment of plan implementation is consolidated and documented in an annual **Progress Report on the RSCCD Comprehensive Master Plan**. This document both summarizes the current year's achievements and informs the district's planning efforts in the coming year.

The components of the Planning Design summarized in this overview and described in this manual are evaluated on a three-year cycle along with the evaluation of the collaborative decision-making processes at the district level.

### **RSCCD Planning Committees**

There are six participatory governance committees involved in planning at the district level.

The District Council serves as the primary participatory governance body that is responsible for district-wide planning activities including developing planning and budgetary recommendations that are submitted to the Chancellor and Board of Trustees.

The following five district-level participatory governance committees support the work of the District Council:

- Planning and Organizational Effectiveness
- Fiscal Resources
- Human Resources
- Physical Resources
- Technology Advisory Group

The responsibilities and membership for each of these committees is described in Appendix 3 of this document.

## **RSCCD Mission Statement**

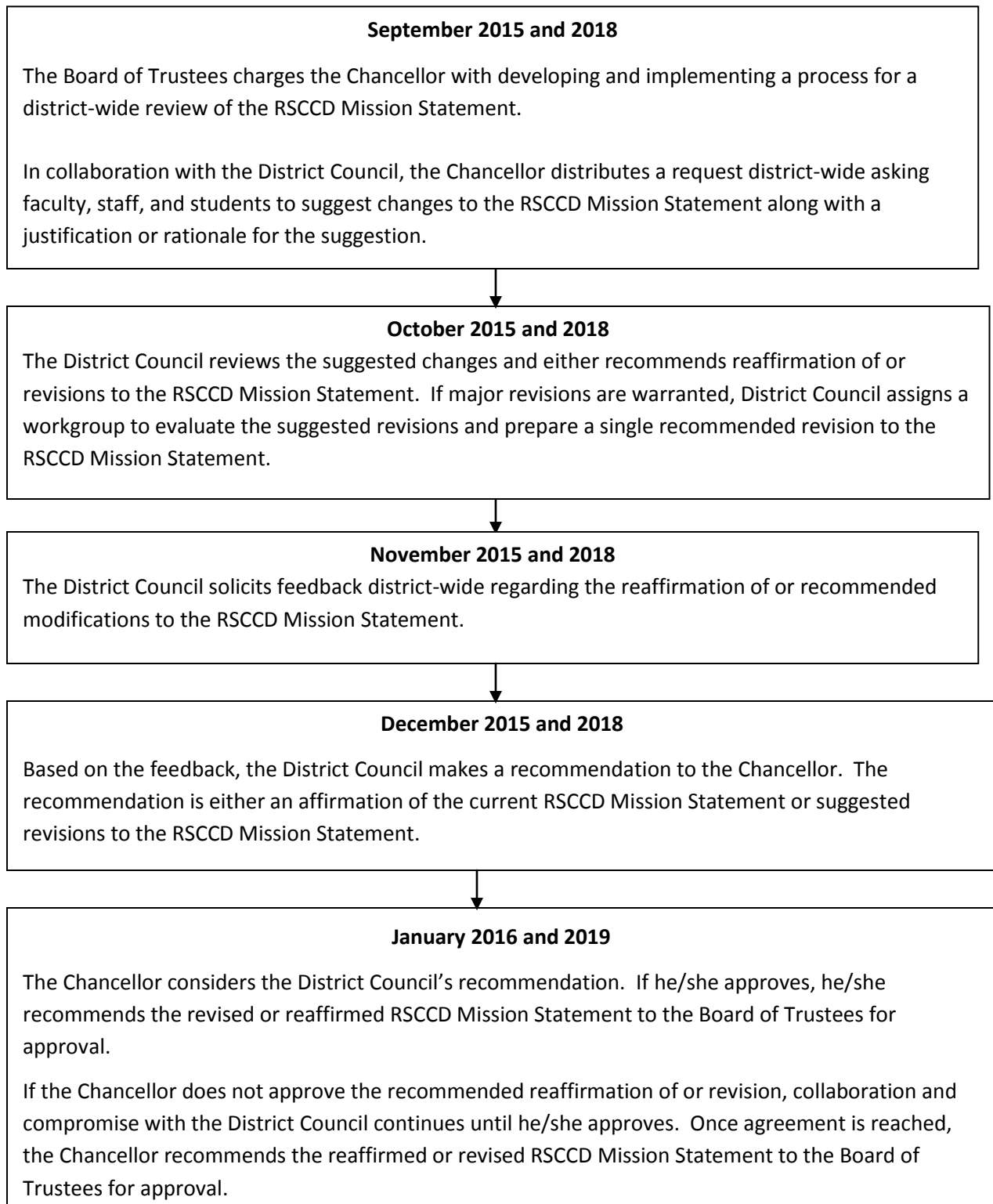
The RSCCD Mission Statement is the touchstone for planning processes across the district because it describes the intended student population and the services that RSCCD provides to the community (Standard I.A.)

RSCCD established its first district-wide mission statement in fall 2012.

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

The cycle for reviewing and possibly revising the district-wide mission statement is every three years.

## Process for Reviewing the Mission Statement



## RSCCD Comprehensive Master Plan

The RSCCD Comprehensive Master Plan is a long-term plan that describes the district's projections and goals for the coming decade. (Standard I.B.1., Standard I.B.2.)

The process for developing the RSCCD Comprehensive Master Plan begins with an analysis of current internal and external conditions. These data are the foundation for assessing RSCCD's effectiveness in advancing its mission and for identifying anticipated challenges. These conversations culminate in:

- The identification of challenges that RSCCD is facing or is likely to face in the coming decade;
- RSCCD Goals, which articulate how the district intends to address current and anticipated challenges; and
- A plan for the addition or remodeling of facilities and technology infrastructure to support RSCCD's programs and services.

The RSCCD Goals are collaboratively developed and reviewed through district-wide dialogue. Following this review and dialogue, the District Council recommends the RSCCD Goals to the Chancellor and the Board of Trustees for approval.

The RSCCD Comprehensive Master Plan is linked to its mission statement because an assessment of the district's effectiveness in meeting its mission is the first step in the planning process. The RSCCD Comprehensive Master Plan is central to the overall Planning Design because the RSCCD Goals included in this long-term plan are the basis for the RSCCD Objectives in the RSCCD Strategic Plan and progress toward achieving the RSCCD Goals is described in an annual progress report.

The *Rancho Santiago Community College District 2013 Comprehensive Master Plan* is the district's current long-term plan. It was developed during the 2012-13 academic year and presented to the Chancellor and the Board of Trustees for approval in May 2013. This plan includes the identification of current and anticipated challenges; RSCCD Goals; summaries of the colleges' educational and facilities master plans; the technology plan for centralized technology needs; and plans for other college and district facilities.

## Process for Developing the RSCCD Comprehensive Master Plan

### May 2021

The Planning and Organizational Effectiveness Committee calls for the development of the *Rancho Santiago Community College District 2023 Comprehensive Master Plan* and develops both a process for preparing the RSCCD Comprehensive Master Plan, an outline of what should be included in this plan, and a process that will include all district constituencies.



### September 2021 – March 2022

The RSCCD Comprehensive Master Plan is drafted following the process developed by the Planning and Organizational Effectiveness Committee. The first step in the process is an analysis of current internal and external conditions to assess RSCCD's effectiveness in advancing its mission.

To promote broad district-wide participation, the Planning and Organizational Effectiveness Committee distributes drafts of the document district-wide for review and comment at multiple points during this period.

Feedback from these district-wide reviews is integrated into the document to create a final draft of the RSCCD Comprehensive Master Plan. The final draft is forwarded to the District Council for final recommendations.



### April - May 2022

Members of the District Council distribute the final draft of the RSCCD Comprehensive Master Plan to their constituents for review and comment. Once feedback is received and integrated into the draft as appropriate, the District Council makes a recommendation to the Chancellor.

The Chancellor considers the District Council's recommendation. If he/she approves, he/she recommends the *Rancho Santiago Community College District 2023 Comprehensive Master Plan* to the Board of Trustees for approval.

If the Chancellor does not approve of the *Rancho Santiago Community College District 2023 Comprehensive Master Plan*, collaboration and compromise with the District Council continues until he/she approves.

Once agreement is reached, the Chancellor recommends the *Rancho Santiago Community College District 2023 Comprehensive Master Plan* to the Board of Trustees for approval.



## RSCCD Strategic Plan

The strategic plan is the district's short-term plan. This plan uses the RSCCD Goals as the basis for developing RSCCD Objectives. (Standard I.B.1., Standard I.B.2., Standard I.B.4.)

The RSCCD Objectives describe specific initiatives intended to achieve the RSCCD Goals that require collaboration and coordination among District Services and college administrators, faculty, and staff. The initiatives developed at each site that contribute to the achievement of the RSCCD Goals are documented in college planning documents and in the District Services Planning Portfolios.

Since the term of the RSCCD Strategic Plan is three years, there will be three RSCCD Strategic Plans developed under the umbrella of the *Rancho Santiago Community College District 2013 Comprehensive Master Plan*:

*RSCCD Strategic Plan 2013 – 2016*

*RSCCD Strategic Plan 2016 – 2019*

*RSCCD Strategic Plan 2019 – 2022*

The primary components of the *RSCCD Strategic Plan 2013- 2016* are described below.

- **RSCCD Goals** are broad statements that articulate how RSCCD intends to address current and anticipated challenges.
- **RSCCD Objectives** describe more specifically those initiatives intended to achieve the RSCCD Goals that require collaboration and coordination among District Services and college administrators, faculty and staff.
- **Responsible Party** identifies the individual(s) assigned to launch, oversee, and complete one of the RSCCD Objectives. The responsible individual(s) may complete the RSCCD Objective or may collaborate with others to complete the RSCCD Objective. The assignment of a responsible party is essential for accountability.
- **Timeline** identifies the target date for the completion of the RSCCD Objective.

## Process for Developing the RSCCD Strategic Plan

### February 2013, 2016, 2019

The District Council appoints a RSCCD Strategic Plan Workgroup to prepare the *RSCCD Strategic Plan 2013 – 2016 (or 2016 – 2019 or 2019 - 2022)*.



### March 2013, 2016, 2019

The RSCCD Strategic Plan Workgroup reviews the RSCCD Goals in the *Rancho Santiago Community College District 2013 Comprehensive Master Plan* and progress on the RSCCD Objectives in the most recent *Progress Report on the RSCCD Comprehensive Master Plan*. Based on this review, the RSCCD Strategic Plan Workgroup develops RSCCD Objectives and the corresponding Responsible Parties and Timelines for the next three years.



### April 2013, 2016, 2019

The RSCCD Strategic Plan Workgroup distributes the draft *RSCCD Strategic Plan 2013 – 2016 (or 2016 – 2019 or 2019 - 2022)* across the district for review and input.

The RSCCD Strategic Plan Workgroup uses the feedback from this district-wide review to prepare the final *Rancho Santiago Community College District-wide Strategic Plan 2013 – 2016 (or 2016 – 2019 or 2019 - 2022)* and forwards the final draft to the District Council.

Members of District Council distribute the final draft of the *Rancho Santiago Community College District-wide Strategic Plan 2013 – 2016 (or 2016 – 2019 or 2019 - 2022)* to their constituents for review and input.

The District Council considers the constituents' recommendations, integrates feedback as warranted, and makes a recommendation to the Chancellor.

If the Chancellor approves of the final document, the *RSCCD Strategic Plan 2013 – 2016 (or 2016 – 2019 or 2019 - 2022)* is presented to the Board of Trustees. If the Chancellor does not approve, collaboration and compromise continues until he/she approves.

The *RSCCD Strategic Plan 2013 – 2016 (or 2016 – 2019 or 2019 - 2022)* is implemented beginning in the subsequent fall semester.

## Resource Allocation

Resource allocations align with the RSCCD Mission Statement and link RSCCD Goals and RSCCD Objectives to the resources needed to accomplish these institutional goals. (Standard I.B.3., Standard I.B.4., Standard III.D.3.)

Generally speaking, the goals and objectives at both district and college levels reflect the district's commitment to its mission. Therefore, the purpose of resource allocations is to fund the programs and services that both directly and indirectly promote student success.

The budget development process begins with the development of budget assumptions. The budget assumptions are the foundation for the budget development process and guide the allocation of resources. Information from a variety of sources is considered in the development of the budget assumptions, including but not limited to:

- RSCCD Goals and RSCCD Objectives;
- Priorities identified by the district's participatory governance committees that have been vetted and approved by the District Council;
- A review of the effectiveness of the prior year's resource allocations;
- Maintenance of appropriate reserves for contingencies and economic uncertainties;
- Mandates from external agencies; and
- Plans for payment of liabilities and future obligations, such as retiree health benefits, STRS, and PERS.

Budget assumptions are categorized into the following three types: general, revenue, and expenditure. General assumptions describe broad agreements, such as the revenue allocation model and the level of the reserve. Revenue assumptions summarize the current status of anticipated revenue, such as cost-of-living adjustments, growth and state apportionment. Expenditure assumptions provide projected costs of contractual agreements and required budget reductions if any.

RSCCD's three budget centers are Santa Ana College, Santiago Canyon College, and District Services. These entities have the autonomy and responsibility to provide appropriate programs and services that support achievement of the RSCCD Goals and RSCCD Objectives as well as their respective institutional goals, objectives, and initiatives.

The RSCCD Revenue Allocation Model is patterned after the community college funding protocols established in SB 361. Revenue is allocated to the colleges based upon these

parameters except for an allocation to support centralized services. Any proposed changes to the allocation for district-wide services is reviewed by the Fiscal Resources Committee and recommended to the District Council and Chancellor.

Beyond the expenditures determined through district-wide collaboration, each budget center develops individual budgets for expenditures from general fund and categorical revenue in the following categories:

- Salaries and benefits as determined by union contracts;
- Supplies and materials;
- Services and other operating expenses, such as travel;
- Capital outlay, such as equipment; and
- Maintenance.

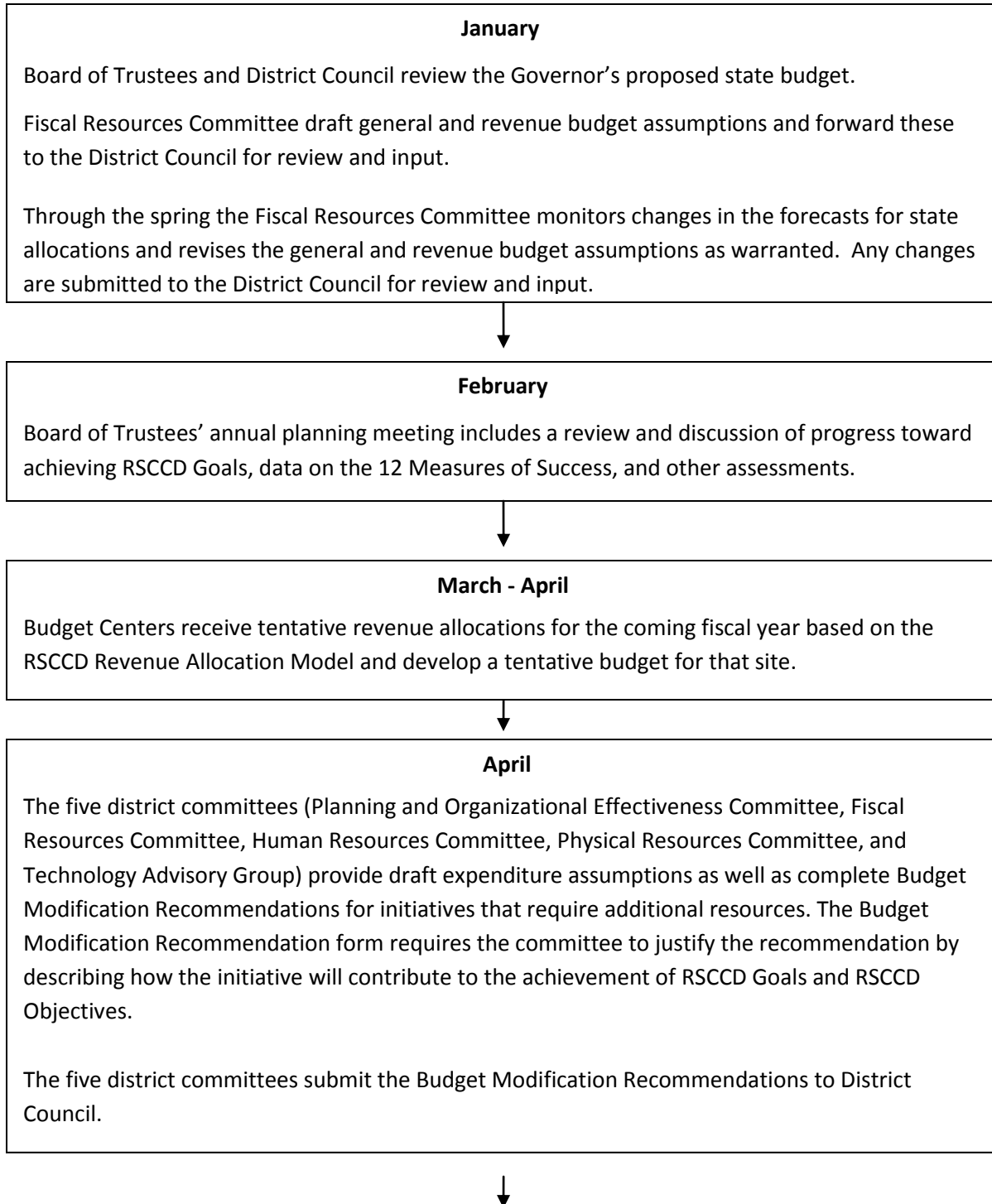
Planning is linked to resource allocations in the following ways:

1. Each budget center (Santa Ana College, Santiago Canyon College, and District Services) has developed unique planning processes. Each set of these processes are designed so that RSCCD Goals are the basis for site planning and that the resulting plans are the basis for resource allocations within that budget center. For example, District Services relies on the RSCCD Goals to justify any requests for funding forwarded through the District Services Planning Portfolios.
2. The five district committees (Planning and Organizational Effectiveness Committee, Fiscal Resources Committee, Human Resources Committee, Physical Resources Committee, and Technology Advisory Group) provide specific recommendations for resource allocations. These Budget Modification Recommendations describe initiatives that require additional, decreased, or reallocated funding and are submitted to District Council for consideration during development of the tentative budget. The Budget Modification Recommendation form requires the committee to justify the modification by describing how it will contribute to the achievement of RSCCD Goals and RSCCD Objectives.
3. Once funding recommendations are received from the five district committees, District Council is responsible for ensuring that resources are allocated to initiatives that contribute to the achievement of RSCCD Goals and RSCCD Objectives. To make this link between planning and resource allocation transparent, District Council uses a Budget Modification Rubric to prioritize each Budget Modification Recommendation based on

the extent to which it is aligned with current RSCCD Goals and RSCCD Objectives and/or is justified by health or safety concerns. District Council then assigns the Chancellor's Cabinet to review and recommend the source and use of funds for the prioritized recommendations, including contributions from the other budget centers and/or the re-allocation of funds. District Council reviews and acts on the proposal.

4. To provide the opportunity for Board oversight of the RSCCD Goals, when the tentative and final budgets are presented to the Board each June, the presentation includes a review of the RSCCD Mission Statement and the RSCCD Goals as well as the identification of specific budget items that directly relate RSCCD Goals and RSCCD Objectives where appropriate.

## Process for Allocating Resources



**May**

Co-chairs of the Fiscal Resources Committee revise the draft tentative budget and the revenue budget assumptions as needed based on changes to the proposed state budget and submit the revised tentative budget to District Council.

District Council revises the tentative budget as needed following their review of (i) the Governor's changes to the proposed state budget, (ii) revisions to the revenue budget assumptions if any, and (iii) the draft expenditure budget assumptions and (iv) Budget Modification Recommendations. District Council prioritizes the Budget Modification Recommendations using the Budget Modification Rubric. Highest priority is given to Budget Modification Recommendations that are linked to RSCCD Goals and RSCCD Objectives.



**June**

The tentative budget is presented to the Board of Trustees for approval. The presentation includes a review of the RSCCD Mission Statement and the RSCCD Goals as well as the identification of specific budget items that directly relate RSCCD Goals and RSCCD Objectives where appropriate.



**July-August**

District Council reviews changes that impact the tentative budget and recommends revisions to the proposed budget as warranted.



**September**

The Vice Chancellor of Business Operations and Fiscal Services prepares the final budget as determined by District Council and directed by the Chancellor.

The final budget is presented to the Board of Trustees for approval. The presentation includes a review of the RSCCD Mission Statement and the RSCCD Goals as well as identifying specific budget items that directly relate to RSCCD Goals and RSCCD Objectives.

## **Plan Implementation**

Through the development of the RSCCD Strategic Plan, an individual is assigned responsibility for completing or overseeing the completion of each RSCCD Objective. This responsible party may complete the RSCCD Objective or may collaborate with others to complete the RSCCD Objective.

To ensure implementation of the identified activities that will move RSCCD toward accomplishment of the RSCCD Goals, responsible parties shall:

- Manage the timelines for the District Objective(s);
- Develop appropriate processes to complete the RSCCD Objective(s);
- Identify and address funding needs by submitting the request and rationale to the Planning and Organizational Effectiveness Committee;
- Provide data and other types of evidence to assess the levels of success following plan implementation; and
- Document the activities and outcomes to contribute to the preparation of the annual *Progress Report on the District Comprehensive Master Plan*.

Given that the timelines and processes for plan implementation differ for each RSCCD Objective, there is not a single process chart and timeline that describes the steps in this component of the Planning Design.



## **Progress Report on the Comprehensive Master Plan**

A progress report is produced annually to inform the internal community about movement toward achievement of the RSCCD Goals. The *Progress Report on the District Comprehensive Master Plan* is an essential accountability tool in the RSCCD Planning Design because it reinforces and sustains a district-wide dialogue on its long-term and short-term goals. (Standard I.B.1., Standard I.B.4., Standard I.B.5.)

Three tasks will be accomplished through the development of this progress report:

- Consolidate information about the tasks that have been completed by all RSCCD entities related to RSCCD Goals;
- Analyze those outcomes in terms of their effectiveness in moving RSCCD toward achievement of the RSCCD Goals; and
- Edit or augment RSCCD Objectives for the coming year as needed based on the outcomes of the current year's work.

The *Progress Report on the District Comprehensive Master Plan* is prepared in late spring each year to describe the prior year's activities related to the RSCCD Goals and distributed each fall. This document is a key assessment tool in spring planning meetings including the Board of Trustees' February planning retreat.

## Process for Assessing Progress on RSCCD Goals

### April

The Planning and Organizational Effectiveness Committee develop or revise the template for the annual *Progress Report on the RSCCD Comprehensive Master Plan*.



### May

The Planning and Organizational Effectiveness Committee calls for:

- Responsible parties identified in the RSCCD Strategic Plan to report on their progress in completing the RSCCD Objectives assigned to them and
- Colleges to report and evaluate the outcomes of activities undertaken to contribute to achievement of the RSCCD Goals.



### June

The reports are consolidated by the Co-chairs of the Planning and Organizational Effectiveness Committee to create a draft *Progress Report on the RSCCD Comprehensive Master Plan* that includes the reports of progress as well as an analysis of the effectiveness of the activities in fulfilling the RSCCD Goals.

The Planning and Organizational Effectiveness Committee reviews the draft *Progress Report on the RSCCD Comprehensive Master Plan* and provides input. The Co-chairs of the Planning and Organizational Effectiveness Committee revise the document as warranted based on the input.



### July - August

The Co-chairs of the Planning and Organizational Effectiveness Committee present the draft *Progress Report on the RSCCD Comprehensive Master Plan* to District Council for review and input. Suggested changes are incorporated as warranted to finalize the document.

The Chancellor presents the final *Progress Report on the RSCCD Comprehensive Master Plan* to the Board of Trustees for information.

The annual *Progress Report on the RSCCD Comprehensive Master Plan* is distributed as appropriate to both internal and external constituencies online and/or in print.

## **Assessment of Planning and Decision-Making Processes**

RSCCD routinely assesses its planning and decision-making processes and makes revisions in these processes in a cycle of continuous quality improvement. (Standard I.B.6., Standard IV.A.5.)

A formal assessment of planning and decision-making processes is conducted every three years. The assessment includes gathering district-wide input and using that feedback to prepare an assessment report that is submitted to the District Council. District Council reviews the assessment report and recommends revisions to planning and/or decision-making processes as warranted by the assessment. The Chancellor considers the recommendation and approved changes are documented with revisions to the *Rancho Santiago Community College District Planning Design Manual*.

In addition to this formal assessment, the current version of the *Rancho Santiago Community College District Planning Design Manual* is reviewed and updated annually by the Co-chairs of the Planning and Organizational Effectiveness Committee to capture minor changes in descriptions, timelines, or processes.

## Process for Assessing Planning and Decision-making Processes

### September 2015 and 2018

District Council convenes a Planning and Decision-Making Processes Workgroup.

The Planning and Decision-Making Processes Workgroup develops a mechanism for soliciting feedback on the components of the district-level planning design and decision-making processes from the groups and individuals who are directly involved in implementing district-level planning and decision-making. The workgroup presents this process to District Council.



### October 2015 and 2018

Feedback from District Council about the process for soliciting feedback is incorporated into the process and the Planning and Decision-Making Processes Workgroup implements the process.



### November – December 2015 and 2018

The Planning and Decision-Making Processes Workgroup considers the feedback from the groups and individuals who are directly involved in implementing district-level planning and decision-making processes and prepares a Planning and Decision-making Processes Assessment Report. This report may include recommended changes to the planning and/or decision-making processes.

The Planning and Decision-Making Process Workgroup forwards the Planning and Decision-making Processes Assessment Report to District Council for review and input.

The Planning and Decision-Making Process Workgroup incorporates the feedback as warranted and forwards the Planning and Decision-making Processes Assessment Report to the Chancellor.



### February 2016 and 2019

The Chancellor reviews the Planning and Decision-making Processes Assessment Report with District Council and determines which changes, if any, will be made to district-level planning and/or decision-making processes.

The Chancellor prepares an information report describing this assessment and the resulting changes to planning and/or decision-making processes, if any, for the Board of Trustees. This report is also distributed district-wide.

The Co-chairs of the Planning and Organizational Effectiveness Committee prepare an updated version of the *Rancho Santiago Community College District Planning Design Manual* to incorporate any approved changes to district-level planning and decision-making processes.

**Appendix 1: Timeline for Key Planning and Assessment Activities**

ACTIVITY	2013		2014		2015		2016		2017		2018		2019		2020		2021		2022		
	Spr	Fall	Spr	Fall	Spr	Fall	Spr	Fall	Spr	Fall	Spr	Fall	Spr	Fall	Spr	Fall	Spr	Fall	Spr	Fall	
Review Mission Statement						■	■						■	■					■	■	
Develop Strategic Plan	■						■						■							■	
Assess Progress on RSCCD Goals	■		■		■		■		■		■		■		■		■		■		■
Assess Planning & Decision-making Processes						■	■						■	■					■	■	
Prepare District Services Planning Portfolios	■				■				■				■		■				■		
Develop Comprehensive Master Plan																■	■	■	■		

## Appendix 2: District Services Planning Portfolio

The District Services Planning Portfolio is the program review process for centralized services. The purpose of this process is to analyze and track the efforts of each District Service to continually improve the quality of the services provided to the colleges and to other District Services. (Standard I.B.5., Standard III.A.6., Standard III.B.2.b., Standard III.C.2., Standard III.D.3.)

District Services Planning Portfolios are designed to serve these purposes:

- Document the unique service initiatives for each District Service;
- Align and document strategies for achieving RSCCD Goals and RSCCD Objectives;
- Collect and analyze data on District Services performance;
- Provide an objective foundation for budget, staff, facilities, professional development, and other funding requests; and
- Demonstrate compliance with accreditation standards.

District Services Planning Portfolios are prepared every other year. To provide data for the analysis required by these planning portfolios, satisfaction surveys are distributed district-wide every other year requesting feedback on District Services. In the year between the preparations of comprehensive District Services Planning Portfolios, each District Service prepares an update of progress on the service initiatives undertaken to correct a weakness or work toward achievement of a RSCCD Goal or RSCCD Objective. Both the comprehensive District Services Planning Portfolios and the annual updates of progress are submitted to the Planning and Organizational Effectiveness Committee for their review and input.

This program review process is designed to lead to continuous quality improvement and therefore includes a cycle of data collection, analysis of strengths and weaknesses, development and implementation of strategies to remedy weaknesses, and re-evaluation. The steps are:

1. Describe the services provided by the District Service
  - Organizational Chart
  - Functions
  - Budget, including grants
2. Analysis of quantitative and qualitative data that reflect the services' strengths and weaknesses

- Outcome of prior year's service initiatives
  - Results of the most recent satisfaction survey
  - Data recorded by the District Service, such snapshots of time to complete tasks, etc.
3. Develop Service Initiatives for the coming year to (a) sustain or improve the services provided, (b) address a weakness identified through the data analysis, and (c) contribute to the achievement of RSCCD Goals and RSCCD Objectives.
  4. Implement the Services Initiatives.
  5. Assess the impact of the strategies.

The final step of assessment is the starting point for the development of the next year's District Services Administrative Review.

The District Services that complete a planning portfolio every other year are:

- Auxiliary Services
- Chancellor's Office
- Child Development Services
- Economic/Workforce Development
- Facilities Planning Services
- Fiscal Services
- Human Resources/Risk Management
- Information Technology Services
- Public Affairs/Publications
- Research
- Resource Development
- Safety

Resources are allocated to District Services through the RSCCD Revenue Allocation Model that is patterned after the community college funding protocols established in SB 361. Revenue is allocated to the colleges based on these parameters included in SB 361 except for an allocation to support centralized services.

There are two processes for changes to the allocation for District Services.

- Proposed changes to the proportion of the revenue allocated for District Services is reviewed by the Fiscal Resources Committee and recommended to the District Council and Chancellor.

- Specific revenue requests related to a Service Initiative presented in a District Services Planning Portfolio are submitted to the Planning and Organizational Effectiveness Committee. The Planning and Organizational Committee considers the request and the rationale presented in the District Services Planning Portfolio and prioritizes this request for consideration by the District Council. (See the “Process for Allocating Resources” timeline in this manual.)



## Process for Preparing District Services Planning Portfolios

### September 2013, 2015, 2017, and 2019

District Services gathers data as needed to document progress on the previous Service Initiatives as well as feedback from the satisfaction survey. This information will be compiled into a District Services Operational Review.

The appropriate district-level administrator drafts the District Services Planning Portfolio for the area(s) under his/her supervision. Refer to the accompanying narrative for the template of the District Services Planning Portfolio.



### October 2013, 2015, 2017, and 2019

The administrator shares the draft District Services Planning Portfolio with other members of the unit and creates venues for discussion of the draft. The administrators revise the draft District Services Planning Portfolios based on the feedback as warranted.



### November 2013, 2015, 2017, and 2019

The District Services Planning Portfolios are submitted to the Planning and Organizational Effectiveness Committee for review. Funding requests, if any, are prioritized by the Planning and Organizational Effectiveness Committee and submitted to District Council.

### **Appendix 3: District-level Participatory Governance Committees**

The Rancho Santiago Community College District is committed to relying on the professional expertise and perspectives of employees across the district to build and maintain vibrant and collaborative decision-making processes. These committee members are united by a shared ambition to provide students with excellent instructional programs and services.

Each member who serves on a RSCCD participatory governance committee represents a specific constituent group. Therefore, committee members are responsible for:

1. Voicing the perspectives of the constituent group in the discussions and
2. Providing feedback about the committees' deliberations to colleagues.

The following table presents the responsibilities and membership of the six district-level participatory governance committees.

Committee	Responsibilities	Membership
District Council	<p>Provide advice to the Chancellor on district issues</p> <p>Review and act on recommendations from the five district-level participatory governance committees including recommended funding priorities and the annual <i>Progress Report on the RSCCD Comprehensive Master Plan</i></p> <p>Ensure district-wide involvement in the development of all district-level planning</p> <p>Review and monitor budget assumptions and budget information</p> <p>Review and recommend approval of the tentative and final budgets contingent on the alignment of tentative and final budgets with budget assumptions and RSCCD Goals</p> <p>Collaborate with the Chancellor to review the District Mission Statement, solicit district-wide input, and recommend revisions as warranted</p> <p>Oversee the work of the Planning and Organizational Effectiveness Committee to develop and monitor implementation of the <i>RSCCD Comprehensive Master Plan</i> and the <i>RSCCD Strategic Plan</i></p> <p>Appoint and oversee the work of the RSCCD Strategic Plan Workgroup and the Planning and Decision-Making Processes Workgroup</p> <p>Review recommended modifications to policies and procedures prior to consideration by Board of Trustees</p> <p>Evaluate recommended changes to delineation of College/District functions</p> <p>Review Board of Trustees agenda</p>	<ul style="list-style-type: none"> <li>• Chancellor</li> <li>• Executive Vice Chancellor, Human Resources &amp; Educational Services</li> <li>• Vice Chancellor, Business Operations &amp; Fiscal Services</li> <li>• President, Santa Ana College</li> <li>• President, Santiago Canyon College</li> <li>• Academic Senate President, Santa Ana College</li> <li>• Academic Senate President, Santiago Canyon College</li> <li>• CSEA President</li> <li>• Associated Student Government President, Santa Ana College</li> <li>• Associated Student Government President, Santiago Canyon College</li> </ul>

Committee	Responsibilities	Membership
<p>Planning and Organizational Effectiveness</p>	<p>Develop and monitor implementation of the <i>RSCCD Comprehensive Master Plan</i> and the <i>RSCCD Strategic Plan</i></p> <p>Ensure that District planning processes follow the processes and timelines outlined in the <i>RSCCD Planning Design Manual</i></p> <p>Provide leadership for coordination of district and college planning activities</p> <p>Prepare the annual <i>Progress Report on the RSCCD Comprehensive Master Plan</i></p> <p>Coordinate data to be presented at annual Board of Trustees planning activity</p> <p>Coordinate accreditation activities between colleges and District Services including the delineation of District/College Functions</p> <p>Review institutional research activities and results</p> <p>Review resource development initiatives</p>	<ul style="list-style-type: none"> <li>• Executive Vice Chancellor, Human Resources &amp; Educational Services</li> <li>• Assistant Vice Chancellor, Educational Services</li> <li>• RSCCD Director of Research</li> <li>• Vice President, Academic Affairs, Santa Ana College</li> <li>• Vice President, Academic Affairs, Santiago Canyon College</li> <li>• Institutional Effectiveness Coordinator, Santa Ana College</li> <li>• Assistant Dean of Institutional Effectiveness &amp; Assessment, Santiago Canyon College</li> <li>• Two faculty members appointed by each Academic Senate, Santa Ana College &amp; Santiago Canyon College</li> <li>• A faculty member appointed by FARSCCD</li> <li>• Three Classified representatives appointed by CSEA (District Office, Santa Ana College &amp; Santiago Canyon College)</li> </ul>
<p>Fiscal Resources</p>	<p>Review and evaluate the RSCCD revenue allocation model</p> <p>Monitor state budget development and recommend mid-year adjustments to the budget assumptions and budgets as needed</p> <p>Develop assumptions for tentative and adopted budgets</p> <p>Develop RSCCD budget process calendar</p> <p>Review enrollment management and develop annual FTES targets</p> <p>Assess effective use of financial resources</p> <p>Review and evaluate financial management processes</p>	<ul style="list-style-type: none"> <li>• Vice Chancellor, Business Operations &amp; Fiscal Services</li> <li>• Administrator appointed by Santa Ana College President</li> <li>• Administrator appointed by Santiago Canyon College President</li> <li>• Two faculty members appointed by each Academic Senate, Santa Ana College &amp; Santiago Canyon College</li> <li>• A faculty member appointed by FARSCCD</li> <li>• Three Classified representatives appointed by CSEA (District Office, Santa Ana College &amp; Santiago Canyon College)</li> </ul>

Committee	Responsibilities	Membership
Human Resources	<p>Evaluate the effective use of human resources</p> <p>Review human resources policies and procedures and recommends changes</p> <p>Evaluate workplace safety and emergency preparedness plans and procedures</p> <p>Evaluate policies and procedures related to employment equity</p> <p>Monitor diversity of RSCCD employees</p> <p>Monitor compliance using human resources metrics such as:</p> <ul style="list-style-type: none"> <li>- Full-time/Part-time Faculty ratio</li> <li>- Full-time Faculty Obligation</li> <li>- Classified staffing ratios</li> <li>- Turnover ratios and recruitment activities</li> </ul> <p>Develop recommendations to ensure ongoing compliance with human resources requirements</p> <p>Plan and evaluate professional development activities</p>	<ul style="list-style-type: none"> <li>• Executive Vice Chancellor, Human Resources &amp; Educational Services</li> <li>• Assistant Vice Chancellor, Human Resources</li> <li>• District Services Office Manager appointed by Chancellor</li> <li>• Administrator appointed by Santa Ana College President</li> <li>• Administrator appointed by Santiago Canyon College President</li> <li>• Two faculty members appointed by each Academic Senate, Santa Ana College &amp; Santiago Canyon College</li> <li>• A faculty member appointed by FARSCCD</li> <li>• Three Classified representatives appointed by CSEA (District Office, Santa Ana College &amp; Santiago Canyon College)</li> </ul>
Physical Resources	<p>Review plans related to district physical resources including facilities, equipment, land and other assets</p> <p>Assess the effective use of physical resources</p> <p>Review:</p> <ul style="list-style-type: none"> <li>- Five-year facilities plan</li> <li>- State capital outlay projects</li> <li>- Local bond projects</li> <li>- Scheduled maintenance plans and activities</li> <li>- Hazardous mitigation programs</li> <li>- Facility master plans</li> <li>- Ancillary costs related to new construction</li> </ul>	<ul style="list-style-type: none"> <li>• Vice Chancellor, Business Operations &amp; Fiscal Services</li> <li>• Assistant Vice Chancellor, Facility Planning</li> <li>• Administrator appointed by Santa Ana College President</li> <li>• Administrator appointed by Santiago Canyon College President</li> <li>• Two faculty members appointed by each Academic Senate, Santa Ana College &amp; Santiago Canyon College</li> <li>• Three Classified representatives appointed by CSEA (District Office, Santa Ana College &amp; Santiago Canyon College)</li> </ul>

Committee	Responsibilities	Membership
Technology Advisory Group	<p>Develop and evaluate RSCCD and college technology plans</p> <p>Assess the effective use of technology resources</p> <p>Develop and evaluate hardware and software standards</p> <p>Review and evaluate hardware replacement cycle</p> <p>Develop recommendations regarding equipment, staffing, and training needs related to the use of technology</p>	<ul style="list-style-type: none"> <li>• Assistant Vice Chancellor of Information Technology Services</li> <li>• Administrator appointed by Santa Ana College President</li> <li>• Administrator appointed by Santiago Canyon College President</li> <li>• Two faculty members appointed by each Academic Senate, Santa Ana College &amp; Santiago Canyon College</li> <li>• Three Classified representatives appointed by CSEA (District Office, Santa Ana College &amp; Santiago Canyon College)</li> </ul>

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Presentation of Comprehensive Master Plan: Chapters 1 and 2 and Implications for Planning	
Action:	Information	

**BACKGROUND**

With the assistance of HMC Architects, the District is developing a Comprehensive Master Plan which will guide the District's planning activities for the next ten years. The first two chapters of the master plan have been developed by the task force that also developed the Planning Design Manual.

**ANALYSIS**

The drafts of the following documents are being presented to the Board of Trustees for review and comment:

- Chapter 1 – Background
- Chapter 2 – Data
- Implications for Planning

These documents will be presented at the Board Planning Session. Based upon the Board's review and comment regarding these documents, the District's Planning and Organizational Effectiveness Committee will draft District-wide goals for the Board's consideration at its next meeting.

**RECOMMENDATION:**

This material is presented to the board as information.

Fiscal Impact: None	Board Date: February 19, 2013
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodriguez, Ph.D., Chancellor	

## **Chapter 1 Background**

Purpose of the RSCCD Comprehensive Master Plan

The Rancho Santiago Community College District

Description of RSCCD

Santa Ana College

Santiago Canyon College

National, State and Local Context

The Economy

Higher Education

DRAFT 3



## **Purpose of the RSCCD Comprehensive Master Plan**

The *Rancho Santiago Community College District 2013 Comprehensive Master Plan* is a long-term plan that describes the district's projections and goals for the coming decade. This plan includes the identification of current and anticipated challenges, statement of RSCCD Goals, summaries of the colleges' educational and facilities master plans, the technology plan for centralized technology needs, and plans for **off-site college and** district facilities. Refer to the *Rancho Santiago Community College District Planning Design Manual 2012* for greater detail on RSCCD's planning processes.

The *RSCCD 2013 Comprehensive Master Plan* has been collaboratively developed to fulfill these purposes:

- Analyze selected current and projected district-wide demographic data to identify implications for planning;
- Develop RSCCD Goals that will serve as the basis for the RSCCD Strategic Plan and the colleges' strategic plans;
- Provide a framework for the development of the facilities portion of this master plan;
- Inform the public of RSCCD intentions; and
- Support accreditation and demonstrate compliance with accreditation standards.

## **The Rancho Santiago Community College District**

### Description of the District

The Rancho Santiago Community College District (RSCCD) is part of the California Community College system — the largest system of higher education in the world, with 112 colleges organized into 72 districts that served a total of 2,424,094 students in 2011-2012.

This multi-college district is in Orange County, a relatively small urban county of 791 square miles in Southern California. Orange County is surrounded by the ocean to the west, Los Angeles County to the north, San Bernardino and Riverside Counties to the east, and San Diego County to the south. The total county population growth evidenced in the past 20 years is projected to continue, with Orange County's 2011 population of 3,055,745 projected to reach 3,533,935 by 2020.

The RSCCD boundaries encompass 193 square miles, or 24% of Orange County. The portion of Orange County that includes RSCCD is densely populated. A little over one million residents live within RSCCD boundaries in the cities of Anaheim, Garden Grove, Orange, Santa Ana, and Tustin. The projection is for a 6% increase in the total population within RSCCD between 2010 and 2020. Chapter 2 of this document includes current demographics of the local population and economy and forecasts local population and economic changes.

RSCCD is surrounded by five other community college districts: Coast Community College District to the west, South Orange County Community College District to the south, Riverside Community College District to the east, Chaffey Community College District to the northeast, and North Orange County Community College District to the north. Given the proximity of these six districts, there is considerable free flow because students have many community college options within a reasonable driving distance.

Today RSCCD is one of the largest community college districts in California. RSCCD includes two colleges, one of the state's oldest community colleges, Santa Ana College, and one of its newest, Santiago Canyon College. In fall 2012, RSCCD served 27,910 credit students and 16,222 non-credit students.

### Santa Ana College

In 1915, Santa Ana College began as a department of Santa Ana High School with 26 students and 11 teaching faculty. It was the second junior college founded in Orange

County and is the fourth oldest in all of California.

The earthquake of 1933 forced the college to relocate to a site on North Main Street, where it served 803 students with thirty-four teaching faculty. In 1947, it moved to a permanent campus at 17th and Bristol. The college continued to expand at this site and added sites across the community to increase student access. In 1971, Santa Ana College formally separated from the Santa Ana Unified School District. Shortly thereafter, the territory of the Orange Unified School District and portions of the Garden Grove Unified School District were added and the new organization was named the Rancho Santiago Community College District.

Santa Ana College has continued to grow; in fall 2012 the college served 29,318 students: 18,764 students taking credit courses and 10,554 students taking noncredit courses. Of the students taking credit courses, 1,998 of these students were enrolled in non-traditional classes such as Fire Academy, Contract Management, Criminal Justice Academy, Quality Assurance, Business Seminar, and Distance Education (online, television, and hybrid).

The college offers a full complement of general education, transfer-level, pre-collegiate level, and career and technical education classes leading to an associate degree or career/technical certificate. Students are supported in these instructional programs with a full range of support services. The college is ranked 25<sup>th</sup> among the top 100 colleges in the number of minority students earning associate degrees.

Santa Ana College's original 48-acre site was bounded by 17<sup>th</sup> Street to the north, Bristol Street to the east, Campus Road to the south, and College Avenue to the west. Although the core remains within this original area, the campus expanded beyond the original boundaries to now include 65 acres that provides 378,928 assignable square feet of space.

The college's primary off-campus sites are:

- Centennial Educational Center: This facility on leased space offers almost 40,000 square feet of instructional space, which houses a full spectrum of continuing education courses for adult learners and a child development center. Enrollment in fall 2012 was 10,554 students with the largest portion enrolled in English as a Second Language courses. Other offerings include adult basic education, high school completion, parent, and vocational training.

- Digital Media Center: On approximately one acre, this facility of approximately 28,000 square feet houses classrooms, digital graphic design laboratories, and one of the largest television and video production studios in the community college system. This center includes a business incubator program dedicated to the emerging digital media industry in Orange County.
- Orange County Sheriff's Regional Training Academy: This facility on 15 acres offers a little over 8,000 square feet of instructional space for lecture and applied practice courses for students enrolled in the Sheriff's Training Academy programs as well as continuing education for law enforcement professionals.
- Regional Fire Academy: This facility on almost four acres of leased space is used for fire technology lecture and applied practice courses for students enrolled in the Fire Academy programs as well as continuing education for fire professionals.

In addition to these locations, the college offers credit and non-credit courses at ninety other community locations including the Santa Ana Unified School District, hospitals, churches, and community centers.

In addition to courses offered face-to-face in these locations, the college also offers online courses. Fifty percent or more of the required courses for a variety of degree programs may be offered through distance education.

### Santiago Canyon College

In 1980, RSCCD began the development of a center on 30 acres in East Orange, and in fall 1985, the Orange Campus began its first semester, offering a variety of general education, transfer and vocational education courses to more than 2,500 students. By 1996, enrollment at the Orange Campus had more than doubled.

In 1997, the Board voted unanimously to change the name of the Orange Campus to Santiago Canyon College. The college was independently accredited in 2000.

The college has continued to grow; in fall 2012 Santiago Canyon College served 14,814 students: 9,146 students taking credit courses and 5,668 students taking noncredit courses. Of the students taking credit courses, 1,044 students were enrolled in non-traditional classes such as Apprenticeship, Contract Management, Quality Assurance, Business Seminar, and Distance Education (online, television, and hybrid).

The college offers a full complement of general education, transfer-level, pre-collegiate level, and career and technical education classes leading to an associate degree or career/technical certificate. Students are supported in these instructional programs with a full range of support services. The college directs the state's largest trades apprenticeship programs, providing trained workers in fields such as carpentry, cosmetology, electrician, maintenance mechanic, operating engineers, power lineman, and surveying.

Today, Santiago Canyon College has grown to 82 acres, occupying most of the land bounded by Jamboree Road, East Chapman Avenue, Newport Boulevard, and East Santiago Canyon Road. The building inventory has grown to over 356,000 square feet and continues to grow with the recent completion of the Humanities Building, Gymnasium, and Swimming Pool.

The college's off-campus site is the Orange Education Center. This facility consists of 92,000 square feet of instructional and administrative space, which houses a full spectrum of adult education and continuing education courses for adult learners as well as the district warehouse and publication center and a child development center. The majority of the 5,668 students who took advantage of this facility in fall 2012 were enrolled in either English as a Second Language (39%) or non-credit career technical education programs (29%). Other offerings include adult basic education, high school completion, and health/safety education.

In addition to courses offered face-to-face in these locations, the college also offers online courses. Fifty percent or more of the required courses for a variety of degree programs may be offered through distance education.

## National and State Context

The nation is in a slow recovery from the most serious economic downturn since the 1930's. The impact is evident in every facet of the economy, including high unemployment rate and a sluggish housing market. Economists predict that this slow recovery will continue over the next two years.

([http://uclaforecast.com/contents/archive/2012/media\\_92012\\_1.asp](http://uclaforecast.com/contents/archive/2012/media_92012_1.asp))

The pace of the economic recovery is illustrated in the slow rate of change in unemployment. The national unemployment rate was between 8.1% and 8.3% for all of 2012 until September, when the rate dropped to 7.8%. (<http://www.bls.gov>) To provide a frame of reference, in December 2007, the national unemployment rate was 4.9%, and at the beginning of 2011, the national unemployment rate was 9.4%. UCLA's Anderson School of Management forecast that there would not be an appreciable improvement in unemployment rates until 2014.

A similar pattern of slow, but hopeful, growth is seen in housing, which is evidenced by slight gains in new home construction and home prices along with record low mortgage interest rates.

The economic downturn in California has had been especially severe. In December 2006, the state's unemployment rate was 4.6%, and in January 2010, the rate had almost tripled, reaching 13.2%. Despite the good news that the national unemployment rate was below 8% in September, the news for California was less optimistic. California's 10.2% unemployment rate was the third highest compared to other states. The forecast is for unemployment in the state to remain close to 10% through 2014, with a full recovery of nonfarm jobs lost during the Great Recession in the second quarter of 2016. If this forecast proves to be accurate, it will take seven years after the official end of the recession in June 2009 before employment returns to pre-recession levels.

(<http://www.ebudget.ca.gov>)

Given the length of this recession, economists predict that many workers have become discouraged and have dropped out of the labor force. Such a decline in the number of adults participating in the workforce would distort the actual rate of unemployment; the actual unemployment rate is probably higher than the official estimates. The unemployment rate is unevenly distributed, with a younger, unskilled population experiencing much higher rates of unemployment than older, better skilled and higher educated cohorts. (<http://business.fullerton.edu>)

Other economic indices also are showing a slow but steady economic recovery for both California and Orange County. Job growth is projected to trend upward throughout 2013, and the trend for higher housing affordability that began in 2012 is projected to continue through 2013.

Due to the concentration of financial services located in Orange County, the county entered the recession earlier than other California counties. Layoffs in the financial service spread to the related local construction and development industries, eventually trickling into all sectors of the Orange County economy. During this recession the county's unemployment rate was close to 10% in mid-2009, but since then, it has declined at a faster rate than the statewide unemployment rates. In September 2012, the unemployment rate for Orange County was 7.1%, which is significantly below the statewide unemployment rate of 10.2% for the same month.

Occupational sectors in Orange County that have shown positive job growth despite the recession are educational and health services; accounting, tax preparation and book-keeping services; management; scientific and technical consulting; legal services; computer systems design and related services; and specific subsectors of leisure and hospitality. The sectors in Orange County most impacted by this recession are construction, information, financial activities, manufacturing, retail trade, professional and business services, and government.

Due to the declines in every sector of the economy, state lawmakers have been coping with deficits in the billions of dollars each year. All state-supported public services and programs have suffered significant reductions in state allocations, which includes California community colleges.

#### Community Colleges

Based on the belief that college-educated residents are necessary in order to advance its economic, political, and social success, California developed an impressive system of 112 community colleges. The colleges are as diverse as the regions and populations they serve. The largest higher education system in the world, California community colleges served a total of 2,606,356 students by headcount with 1,235,078 full-time equivalent students taking credit courses and 78,787 full-time equivalent students taking non-credit courses in 2010 – 2011. To place these numbers in perspective, 24% of all community college students in the nation are enrolled at a California community college. ([www.ccleague.org](http://www.ccleague.org))

California community colleges are the most cost-effective system of education in the state when compared to K-12 public schools and the University of California and CSU systems. In 2010 – 2011, the state revenue allocated for a full-time community college student was \$5,400 compared to \$7,708 a year for a full-time student in the K-12 system and \$11,500 and \$21,500, respectively, at a California State University and a University of California.

The Great Recession has had a significant impact on California community colleges. Today these community colleges are called upon to continue providing quality higher education while also addressing five powerful and inter-related challenges.

1. Increase in Student Demand

Two of the ripple effects of the Great Recession have increased student demand for access to community college programs and services. First, given California's high unemployment rate, students are seeking entry into community colleges for career training. Second, since the state's budget deficits have impacted all three of the state's public higher education systems, the state's universities have reduced the number of students in their freshman classes. As a result, there is an increase in the numbers of students seeking entry into community colleges to fulfill transfer requirements.

2. Emphasis on Degree and Certificate Completion

Once the industrialized country with the highest percentage of young adults with a college degree globally, America now ranks 10<sup>th</sup>. College-age students are now likely to be less well educated than their parents. President Barack Obama recently announced an American Graduation Initiative that challenges the nation to award an additional five million degree and certificate by 2020. Extrapolating that challenge to community colleges, each California community college needs to triple the number of degrees and certificates awarded by 2020.

<http://www.cccvision2020.org>

Despite ready access to community colleges, California ranks lower than many other states on the higher education achievements of its residents. About 54 percent of community college students earn a certificate, a degree or transfer to a four-year institution. That number drops further for students who are African-American or Latino.



Based on the U.S. Census, 38.6% of the working adults in California aged 25 to 64 have earned an associate degree or higher. According to the Georgetown University Center on Education and the Workforce, 61% of California's jobs will require postsecondary education as soon as 2018. The current rate of degree completion will be insufficient to meet this workforce needs. Analysts at the Lumina Foundation project that if the current rate of degree completion continues, 44.7% of California's working adults will have earned a college degree by 2025, far short of the 60% that is projected.

<http://www.luminafoundation.org>

In keeping with this emphasis the Governor of California in his January budget proposal announced a proposed change that links apportionment funding to completion of degrees and certificates instead of the current system in which colleges are funded based on the number of student in attendance at census.

### 3. California Achievement Gap

A recent study by the Institute for Higher Education Leadership and Policy at California State University in Sacramento identified ethnic differences in student achievement. Among the African-American and Latino students who attend community colleges, proportionately fewer African-American and Latino students (26% and 22% respectively) completed a degree or certificate within six years compared to white and Asian Pacific Islanders (37% and 35% respectively). Proportionately, twice as many white students transfer to a four-year university than Latino students.

[http://www.csus.edu/ihelp/PDFs/R\\_Div\\_We\\_Fail\\_1010.pdf](http://www.csus.edu/ihelp/PDFs/R_Div_We_Fail_1010.pdf)

### 4. Adult Education Challenge

About 1.5 million residents in California aged 18 and older take advantage of adult education programs offered by adult schools associated with K-12 districts and community colleges. In 2009 – 2010, the majority of these students (66%) attended the adult education programs at community colleges. A December 2012 report from the Legislative Analyst's Office identify a number of problems with the current status of California's adult education programs and call for a structuring of these programs. (<http://www.lao.ca.gov/reports/2012/edu/adult-education/restructuring-adult-education-120412.pdf>) The suggested strategies for this restructuring are:

- Reduce the number of authorized state-supported instructional programs from ten to six.
- Develop a clear distinction between adult education and collegiate instruction that will be applied statewide.
- Resolve inconsistent and conflicting adult education polities, such as those related to enrollment fees and minimum qualifications for faculty.
- Create a new funding mechanism for adult education.
- Develop and implement a coordinated data system.

Support for adult education is evident in the Governor's January 2013 budget proposal to establish a block grant of \$300 million to support adult education programs in community colleges, however the Governor's proposal may have a significant impact on RSCCD's current funding of non-credit FTES. The final state budget may require an adjustment in RSCCD's adult education offerings.

Although the restructuring of adult education has just begun, since RSCCD offers one of the largest adult education programs in the state, the challenges and potential solutions have implications for planning in the next decade.

#### 5. Fiscal Challenge

State allocations to the colleges have declined by \$809 million, or 12%, since 2008-09. California community colleges reduced programs and services for students in response to the decrease in state allocations. Between 2008-2009 and 2011-2012, the number of course sections decreased 24% and non-credit course sections decreased 38% statewide. As a result, enrollment decreased by more than 485,000 students over these years.

<http://californiacommunitycolleges.cccco.edu>) In the November 2012 elections, a proposition to temporarily increase taxes was approved by the voters, resulting in \$210 million in additional funding in the current year to help prevent further reductions in community college programs and services and provide resources to keep pace with technological innovations.

Three statewide solutions to these challenges developed in 2012 are as follows.

- To direct the energies of the California community college system toward solutions to these issues, the Community College League of California asked 33 college leaders to develop system-wide recommendations based on an analysis of 24 influential reports on student success. These reports explored various

influences on student success: the impact of fiscal and academic policies, best practices, and state and local accountability. Based on their analysis, the Commission prepared the *Report on the Commission on the Future* that offers 17 recommendations of strategies to address the challenges facing California's community colleges. (<http://www.cccvision2020.org>)

- A Student Success Task Force of statewide leaders studied best practices and proposed initiatives that promise to improve students' successful completion of degrees and certificates. Several of these initiatives are being implemented. Through legislation (SB1456), colleges would be required to: (i) provide intensive orientation to help new students establish their educational goals, (ii) administer a common assessment to students upon entry into a community college, (iii) monitor completion of academic goals in order for students to qualify for a Board of Governors' fee waiver, and (iv) post a student success "scorecard" with statistics such as certification, degree and transfer rates broken down by gender and ethnicity. In addition to this legislation, the Board of Governors approved a change in priority registration to be implemented in fall 2014: new students who have completed college orientation, completed college assessment, and developed education plans as well as continuing students in good academic standing who have not exceeded 100 units (not including units in basic English, math or English as a Second Language) will have priority over students who do not meet these criteria.
- An important strategy to improve California's degree completion rates has been codified in the Student Transfer Achievement Reform Act (SB 1440). Research shows that California community college students annually transfer to a state university with more than the required 60 semester units. Under the provision of this recent legislation, eligible students will receive an associate degree for transfer in their area of study with 60 units. Following this step, they are then guaranteed admission into a CSU campus as a junior and only need to complete 60 additional units in order to graduate with a bachelor's degree.

In addition to coping with these changes, at local levels many community colleges are re-examining their missions to align their programs and services with the needs of the communities they serve, in a fiscally responsible manner.

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## Introduction

This chapter provides background information about the demographic and economic characteristics of the Rancho Santiago Community College District (RSCCD) service area and its students. This information is presented in these five sections:

1. Regional Population Trends and Characteristics: Current and projected demographic characteristics, such as age, race/ethnicity, and educational levels, and income for the population within the RSCCD geographic boundaries;
2. Local Economic Trends: Current and projected employment patterns by occupational category;
3. Santa Ana College Data: Current demographic characteristics for credit and noncredit students, such as age, race/ethnicity, educational goals, and academic success, and measures of student achievement;
4. Santiago Canyon College Data: Current demographic characteristics for credit and noncredit students, such as age, race/ethnicity, educational goals, and academic success, and measures of student achievement;
5. Implications for Planning: A summary of the key elements most relevant to planning.

The data in this report are based on an analysis of the six cities within the RSCCD boundaries: Anaheim, Garden Grove, Orange, Santa Ana, Tustin and Villa Park. Although the RSCCD boundaries do not include the entirety of cities such as Anaheim and Garden Grove, the population trends in these cities are relevant for planning in RSCCD. Therefore, data for each entire city is included rather than including only the specific zip codes within RSCCD boundaries. Data for Orange County and the state provide points of comparison as appropriate.

The data profiles for the two colleges, Santa Ana College and Santiago Canyon College, include current data as well as comparisons across multiple years where available. All data about RSCCD are provided by the RSCCD Research Department; data sources other than the RSCCD Research Department are cited.

## REGIONAL POPULATION TRENDS AND CHARACTERISTICS

The RSCCD boundaries encompass 193 square miles, or 24% of Orange County. The portion of Orange County that includes RSCCD is densely populated. Over one million residents live within RSCCD boundaries in the six cities of Anaheim, Garden Grove, Orange, Santa Ana, Tustin, and Villa Park.

**Data Set 1. Current and Projected Population by Cities within RSCCD Boundaries, 2010 and 2020**

	2010	% of RSCCD Total	2020	% of RSCCD Total	% change
Anaheim	336,149	32%	369,107	33%	10%
Garden Grove	170,773	16%	179,402	16%	5%
Orange	136,256	13%	141,472	13%	4%
Santa Ana	324,483	31%	337,568	30%	4%
Tustin	75,488	7%	81,310	7%	8%
Villa Park	5,812	1%	6,041	1%	4%
<b>RSCCD Total</b>	<b>1,048,961</b>		<b>1,114,900</b>		<b>6%</b>
<b>Orange County Total</b>	<b>3,010,232</b>		<b>3,266,190</b>		<b>9%</b>
<b>California Total</b>	<b>36,637,290</b>		<b>40,817,839</b>		<b>11%</b>

Source: American Community Survey, Census 2010 and Center for Demographic Research, 2012

- The number of residents living within the RSCCD geographic boundaries is projected to increase 6% by 2020.
- A population increase is projected for all cities within RSCCD boundaries, with Anaheim and Tustin projected to have the greatest increase (10% and 8% respectively). Orange, Santa Ana, and Villa Park are projected to increase at a rate lower than the other communities (4%).
- The distribution of the population across the six cities in RSCCD is projected to remain stable over the next decade.



**Data Set 2. Orange County Population by Race/Ethnicity, 2010 and 2020**

	2010	% of Total	2020	% of Total	% change
African-American	44,000	1%	43,864	1%	0%
Asian	532,477	18%	710,916	22%	34%
Hispanic	1,012,973	34%	1,136,811	35%	12%
White	1,328,499	44%	1,273,440	39%	-4%
Other	92,283	3%	101,159	3%	10%
<b>Orange County Total</b>	<b>3,010,232</b>	<b>100%</b>	<b>3,266,190</b>	<b>100%</b>	<b>9%</b>

Source: Center for Demographic Research, 2012

- The three most common race/ethnicity cohorts in Orange County in 2010 are White (44%), Hispanic (34%), and Asian (18%). The projections for 2020 are that the majority of the county’s population will be made up of the same race/ethnicity cohorts in the same order, although the proportions will shift, with White residents comprising the highest at 39%, followed by Hispanic at 35% and Asian at 22%.
- Over the next decade, the greatest shifts in the race/ethnicity composition of Orange County population will be an increase in residents who self-identify as Asian, Hispanic, and “Other” at 34%, 12%, and 10% respectively and a decrease in White residents from 44% to 39%.

**Data Set 3. Population by Race/Ethnicity within RSCCD Boundaries, 2010**

	Anaheim	Garden Grove	Orange	Santa Ana	Tustin	Villa Park	RSCCD Total Community Population	Orange County Total
African-American	2%	1%	1%	1%	2%	1%	2%	1%
Asian	15%	37%	11%	10%	20%	15%	17%	18%
Hispanic	53%	37%	38%	78%	40%	10%	55%	34%
White	27%	23%	47%	9%	35%	72%	24%	44%
Other	3%	3%	3%	1%	3%	3%	2%	3%
<b>Total</b>	<b>336,265</b>	<b>170,883</b>	<b>136,416</b>	<b>324,528</b>	<b>75,540</b>	<b>5,812</b>	<b>1,049,444</b>	<b>3,010,232</b>

Source: Center for Demographic Research, 2012

- The race/ethnicity pattern of residents who live within RSCCD boundaries is comparable to the pattern in Orange County as a whole with two exceptions. There is a significantly higher proportion of Hispanic residents within RSCCD boundaries (55%) than in the total county (34%) and a significantly lower proportion of White residents within RSCCD boundaries (24%) than in the total county (44%).

**Data Set 4. RSCCD Credit Students by Race/Ethnicity, 2008 - 2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
	<b>32,964</b>	<b>25,462</b>	<b>23,272</b>	<b>23,406</b>	<b>24,910</b>
African-American	2%	2%	2%	1%	0%
Asian	12%	13%	13%	12%	11%
Hispanic	46%	51%	54%	57%	59%
White	35%	28%	27%	25%	24%
Other	5%	6%	4%	5%	6%

*Note: These calculations exclude the 5% - 9% of the students in each semester who decline to state their race/ethnicity.*

- In this five-year snapshot, the race/ethnicity cohorts of RSCCD credit students have remained relatively stable for African-American, Asian, and “Other” race/ethnicity categories. During the same time period, the proportion of RSCCD credit students who self-identify as Hispanic increased from 43% to 56% and the proportion of those who self-identify as White decreased from 33% to 22%.

**Data Set 5. Population within RSCCD Boundaries by Race/Ethnicity Compared to RSCCD Credit Student Population, 2010**

	Anaheim	Garden Grove	Orange	Santa Ana	Tustin	Villa Park	RSCCD Total Community Population	RSCCD Credit Students Fall 2010
African-American	2%	1%	1%	1%	2%	1%	2%	2%
Asian	15%	37%	11%	10%	20%	15%	17%	13%
Hispanic	53%	37%	38%	78%	40%	10%	55%	54%
White	27%	23%	47%	9%	35%	72%	24%	27%
Other	3%	3%	3%	1%	3%	3%	2%	4%
<b>Total</b>	<b>336,265</b>	<b>170,883</b>	<b>136,416</b>	<b>324,528</b>	<b>75,540</b>	<b>5,812</b>	<b>1,049,444</b>	<b>25,024</b>

Source: Center for Demographic Research, 2012

- Overall, in fall 2010, the race/ethnicity of the RSCCD credit student population approximated the total population who live within RSCCD boundaries. The slight differences are: a higher proportion of both Asian and Hispanic residents in the community compared to the student population (Asian: 17% versus 13%; Hispanic: 55% versus 54%) and a slightly lower proportion of both White and “Other” residents in the community compared to the student population (White: 24% versus 27%; Other: 2% versus 4%).

**Data Set 6. Population by Gender within RSCCD Boundaries, 2010**

	Anaheim	Garden Grove	Orange	Santa Ana	Tustin	Villa Park	Orange County	California
Male	166,333	84,413	68,069	166,863	36,309	2,973	1,467,799	18,223,157
Female	166,706	84,596	66,500	158,353	37,422	2,840	1,497,726	18,414,133
% Male to Female	50%/50%	50%/50%	51%/49%	51%/49%	49%/51%	51%/49%	49%/51%	49%/51%

Source: American Community Survey (5-year), report S0101 (Age and Gender), Census 2010

- In all communities in RSCCD, current residents are approximately evenly divided in a 50-50 balance between males and females.

**Data Set 7. Orange County Population by Age, 2010 and 2020**

	2010	2020	% change
0-14	600,655	608,394	1%
15-19	227,689	203,132	-11%
20-29	428,963	474,441	11%
30-39	411,771	463,038	12%
40-49	456,034	411,900	-10%
50-59	388,716	441,135	13%
60 and older	496,404	664,150	34%
<b>Orange County Total</b>	<b>3,010,232</b>	<b>3,266,190</b>	<b>9%</b>

Source: Center for Demographic Research, 2012

*Note: The age cohorts are unevenly divided to provide a projection for college-going ages.*

- In this snapshot of Orange County population, an increase is projected for all ages except the 15-19 and 40-49 cohorts. Residents in the 60 and older age cohort in Orange County are projected to increase the most over the decade.

**Data Set 8. Population by Age within RSCCD Boundaries, 2010**

	Anaheim	Garden Grove	Orange	Santa Ana	Tustin	Villa Park	Orange County	California
0-14	24%	21%	21%	26%	23%	15%	21%	21%
15-19	8%	8%	8%	9%	6%	10%	8%	8%
20-29	15%	15%	14%	18%	14%	9%	14%	14%
30-39	15%	15%	15%	16%	18%	6%	14%	14%
40-49	14%	14%	15%	13%	16%	16%	15%	15%
50-59	11%	12%	13%	9%	11%	16%	13%	12%
60+	13%	15%	14%	9%	12%	28%	16%	16%
<b>TOTAL</b>	<b>333,039</b>	<b>169,009</b>	<b>134,569</b>	<b>325,216</b>	<b>73,731</b>	<b>5,813</b>	<b>2,965,525</b>	<b>36,637,290</b>

Source: American Community Survey (5-year), report S0101 (Age and Gender), Census 2010

Note: (1) The age cohorts are unevenly divided to provide a projection for college-going ages. (2) There is a slight discrepancy in the total Orange County population compared to previous data sets due because these data were extracted from a different source.

- For those who live within RSCCD boundaries, the proportion of residents in each age cohort is approximately the same proportion as in the county and the state demographics.
- The proportion of residents in each age cohort is similar for five of the communities in RSCCD boundaries. About a quarter of the population is younger than 14 years old; the 15 to 19 age cohort represents the lowest proportion of the population; and the remainder of the population is distributed almost evenly across the other age cohorts. In Villa Park the highest proportion of residents is age 60 or older and the lowest proportion is between the ages of 30 to 39.

**Data Set 9. Language Spoken at Home by Residents Age Five and Older, 2010**

	Anaheim	Garden Grove	Orange	Santa Ana	Tustin	Villa Park	Orange County	California
English only	40%	34%	58%	17%	49%	77%	56%	57%
Spanish	44%	31%	30%	72%	31%	7%	26%	29%
Other Indo-European languages	4%	2%	3%	1%	5%	8%	4%	4%
Asian and Pacific Islander languages	11%	33%	9%	9%	15%	9%	13%	9%
Other languages	2%	0%	1%	0%	1%	0%	1%	1%
<b>Total Population (5 years and over)</b>	<b>306,499</b>	<b>157,826</b>	<b>125,444</b>	<b>295,265</b>	<b>67,971</b>	<b>5,590</b>	<b>2,769,832</b>	<b>34,092,225</b>

Source: American Factfinder (American Community Survey 5-year DP02 Report), 2010 Census

- About half of the residents who are age five and older speak only English at home in four of the seven communities in RSCCD. This proportion declines to 40% in Anaheim, 34% in Garden Grove, and 17% in Santa Ana.
- For residents age five and older who speak a language other than only English at home, Spanish is the most common language in four of the six communities within RSCCD boundaries. In the remaining two communities, Asian and Pacific Islander languages are more common than Spanish and English only.
- Four of the six communities within RSCCD boundaries have a lower proportion of residents who speak only English at home compared to the county and the state proportions. These four communities make up 87% of the total population within RSCCD boundaries. (see Data Set 1.)

**Data Set 10. Median and Mean Household Income by Cities within RSCCD Boundaries, 2010**

	Anaheim	Garden Grove	Orange	Santa Ana	Tustin	Villa Park	Orange County	California
<b>Median household income</b>	\$57,807	\$61,026	\$76,742	\$54,877	\$73,170	\$146,776	\$74,344	\$60,883
<b>Mean household income</b>	\$73,807	\$73,069	\$97,672	\$67,887	\$95,506	\$211,065	\$99,719	\$83,483

Source: American Factfinder (American Community Survey 5-year DP03 Report), 2010 Census

- The median household income for Orange County is significantly higher than the median household income for the state.
- In 2010, Anaheim and Santa Ana had a median household income below the median household income in both Orange County and the state. The median household income in Garden Grove is comparable to the state median household income but is below the county. The median household income in Orange, Tustin, and Villa Park are comparable to or higher than both the county or state median household income.

**Data Set 11. Level of Educational Attainment for Residents within RSCCD Boundaries Age 25+**

	Anaheim	Garden Grove	Orange	Santa Ana	Tustin	Villa Park	Orange County	California
Less than 9 <sup>th</sup> grade	13%	15%	9%	29%	8%	1%	9%	10%
9 <sup>th</sup> to 12 <sup>th</sup> grade	13%	12%	8%	16%	7%	3%	7%	9%
High school graduate	23%	24%	19%	24%	17%	14%	18%	22%
Some college	21%	22%	22%	16%	20%	25%	21%	22%
Associate's degree	6%	8%	9%	6%	8%	7%	8%	8%
Bachelor's degree	17%	15%	22%	8%	25%	27%	24%	19%
Graduate or professional degree	7%	5%	12%	2%	13%	23%	13%	11%
<b>Total Population</b>	<b>213,837</b>	<b>109,645</b>	<b>88,696</b>	<b>192,443</b>	<b>48,566</b>	<b>4,053</b>	<b>2,008,772</b>	<b>23,497,945</b>

Source: American Factfinder (American Community Survey 5-year DP02 Report), 2010 census

- The proportion of adults who have not attended college at all is significantly higher in Anaheim, Garden Grove, and Santa Ana compared to the state and the county proportions (48%, 51%, and 69% respectively). The proportion of adults who have not attended college at all is 34% for Orange County and 41% for the state.
- Similar to the state and county proportions, the proportion of adults who have some college but have not completed a degree is slightly over 20% for Anaheim, Garden Grove, Orange, Tustin, and Villa Park. The rates of degree completion in Tustin and Villa Park (46% and 57% respectively) are the highest in RSCCD boundaries and exceed both county and state rates (45% and 38% respectively).

## LOCAL ECONOMIC TRENDS

### Data Set 12. Top 10 Fastest Growing Occupations in Orange County for the Next 10 Years

Occupations	Number of Jobs
Food/Beverage Serving	9,130
Health Diagnosing/Treating	8,380
Retail Sales	7,890
Other Personal Care/Service	7,170
Business Operations Specialists	5,560
Retail Salespersons	5,440
Personal and Home Care Aides	5,310
Computer Specialists	5,080
Registered Nurses	5,000
Health Technologists/Technicians	4,920

Source: California Employment Development Department presented at the Orange County Business Council, January, 2013

- Significant job growth is projected in a variety of occupations.
- Six of the top 10 fastest growing occupations in Orange County require postsecondary and education.

**Data Set 13. Employment and Payroll Losses in Orange County, 2007 - 2012**

	Change in Job October 2007 to June 2012	Average Annual Pay (\$)	Change in Payrolls (in Million \$)
Construction	-34,800	61,360	-2,135
Trade, Transportation & utilities	-33,167	51,220	-1,699
Manufacturing	-23,434	67,132	-1,573
Financial Activities	-15,133	97,656	-1,478
Professional & Business Services	-21,767	65,520	-1,426
State & Local Government*	-10,234	52,806	-540
Information	-6,767	78,208	-529
Other Services	-3,167	29,380	-93
Federal Government	-467	72,852	-34
Leisure & Hospitality	5,800	21,476	125
Education & Health Services	15,000	53,768	807
<b>Total Nonfarm</b>	<b>-128,234</b>	<b>56,472</b>	<b>-8,577</b>

Source: Economic & Business Review, Chapman University, November 2012

Note: Public education is included in the State & Local Government Sector

- The number of jobs and total nonfarm payroll is below the pre-recession rates with the exceptions of jobs and payroll in the fields of leisure & hospitality and education & health services.

**Data Set 14. Projected Job Growth by Sector, 2013**

	Orange County	California
Construction & Mining	↑	↑
Financial Activities	↑	↑
Trade, Transportation & Utilities	↑	↑
Manufacturing	↔	↓
Professional & Business Services	↑	↑
Education & Health Services	↑	↑
Leisure & Hospitality Services	↑	↑
Government*	↔	↓

Source: Economic & Business Review, Chapman University, November 2012

Note: Public education is included in the State & Local Government Sector

- Job growth in Orange County is projected to increase or remain stable in every sector.



**Data Set 15. RSCCD Faculty Employee by Category, 2005 – 2012**

	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
FT Faculty	365	375	398	390	360	358	346
PT Faculty	738	746	797	983	1,108	995	844
FT Classified	493	527	548	531	473	471	479
PT Classified	394	418	430	376	233	219	231
Management	111	115	120	119	106	106	103

Source: RSCCD Human Resources

- The numbers of employees in three categories, full-time faculty, full-time classified, and management, were highest in 2007 – 2008. The number of full-time faculty, part-time classified, and management is lowest in 2011- 2012.
- As the number of full-time faculty declined over the past four years, the number of part-time faculty increased.

**Data Set 16. RSCCD Full-time/Part-time Faculty Ratio, 2005 – 2012**

	2005	2006	2007	2008	2009	2010	2011	2012
FT Faculty	62%	61%	60%	58%	63%	63%	65%	65%
PT Faculty	38%	39%	40%	42%	37%	37%	35%	35%

Source: RSCCD Human Resources

- Despite the 12% reduction in state apportionment over the past five years, RSCCD increased the ratio of full-time faculty compared to part-time faculty.

**SANTA ANA COLLEGE DATA**

**Data Set 17. Santa Ana College Headcount and Enrollment, 2008 - 2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	% change from 2011 to 2012
All credit headcount	26,464	21,063	18,089	17,681	18,764	6%
On-campus credit headcount	22,145	18,975	16,131	15,985	16,766	5%
All non-credit headcount	14,112	13,818	12,696	11,565	10,554	-9%
All credit enrollment	68,380	65,044	62,915	61,013	65,224	7%
On-campus credit enrollment	52,311	55,203	52,812	51,267	53,895	5%
All non-credit enrollment	43,974	39,429	36,327	33,667	24,522	-7%
Average enrollment per student for all credit	2.6	3.1	3.5	3.5	3.5	N/A
Average enrollment per student for on-campus credit	2.4	2.9	3.3	3.2	3.2	N/A
Average enrollment per student for all non-credit	3.1	2.9	2.9	3.0	2.3	N/A

Notes: (1) Students in the "on-campus credit" category are included in the "all credit" category. (2) The category of "on-campus credit" excludes the following non-traditional classes: Fire Academy, Contract Management, Criminal Justice Academy, Quality Assurance, Business Seminar, and Distance Education (online, television, and hybrid). (1) In the calculation of headcount each student is counted once. In calculation of enrollment students are counted for each section in which they enroll.

- Student headcount and enrollments in credit and non-credit courses at Santa Ana College declined each of the three fall semesters from 2009-2011 due to state-imposed reductions in the number of students funded, which resulted in fewer sections being offered compared to previous years.
- Student headcount and enrollments in all types of credit courses was higher in fall 2012 compared to the prior two years. There has been a consistent decrease in non-credit student headcount and enrollments due to a parallel decrease in the number of non-credit offerings.
- For both categories of credit courses, the average number of enrollments per student has increased significantly in the past five years from 2.6 to 3.5.

**Data Set 18. Santa Ana College Credit Full-time Equivalent Students, 2007 - 2012**

	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Full-time Equivalent Students	15,516	15,888	15,780	16,239	14,501

Source: RSCCD Fiscal Services

*Note: The measure of full-time equivalent students (FTES) is the method by which RSCCD reports student information to the state and consequently is the basis for allocations from the state to RSCCD.*

- Santa Ana College reported higher FTES in 2008 – 2009 and in 2010- 2011 compared to other years in this five-year snapshot, with the lowest FTES reported for most recent year 2011- 2012.

**Data Set 19. Santa Ana College Credit Students by Race/Ethnicity, 2008 - 2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
	26,464	21,063	18,089	17,681	18,764
African-American	2%	2%	2%	2%	2%
Asian	12%	13%	13%	12%	12%
Hispanic	47%	53%	57%	60%	63%
White	29%	19%	17%	16%	15%
Other	7%	6%	5%	5%	5%
Decline to State	5%	8%	6%	6%	5%

- In recent years, there has been a shift in the proportions of the students who identify themselves as White and Hispanic. The proportion of students who identify themselves as White has decreased steadily over the past five years, from 29% in fall 2008 to 15% in fall 2012, while the proportion of students who identify themselves as Hispanic has increased steadily from 47% in fall 2008 to 63% in fall 2012.
- The proportion of Santa Ana College’s student population in all other race/ethnicity categories has remained approximately the same.

**Data Set 20. Santa Ana College Credit Students by Gender, 2008 - 2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
	26,464	21,063	18,089	17,681	18,764
Male	54%	50%	48%	47%	48%
Female	46%	50%	52%	52%	52%

- The proportion of Santa Ana College students who are male has declined slightly each year since fall 2008, reaching the current ratio of slightly more female than male students (52% versus 48%).
- As a point of comparison, the gender of Orange County residents is about evenly divided between female and male residents.

**Data Set 21. Santa Ana College Credit Students by Age, 2008 - 2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
	26,464	21,063	18,089	17,681	18,764
17 and under	3%	3%	4%	4%	5%
18	8%	9%	9%	10%	11%
19	9%	11%	11%	11%	12%
20-21	14%	17%	18%	19%	19%
22-25	17%	20%	21%	21%	21%
26-29	11%	11%	12%	11%	11%
30-39	17%	14%	13%	12%	12%
40-49	14%	9%	7%	7%	6%
50-64	8%	5%	4%	4%	4%
over 64	1%	1%	1%	1%	0%

- The proportion of students in traditional college-going ages (ages 18 – 25) has increased each year from 2008 to 2012. There has been a corresponding steady decrease in the proportion of students in each age cohort older than 30 years of age.
- Seventy-eight percent of the Santa Ana College student population is younger than 30 years old.

**Data Set 22. Santa Ana College Credit Students by Educational Goal, 2008 - 2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
	26,464	21,063	18,089	17,681	18,764
Vocational Certificate	6%	5%	4%	3%	3%
Employment Courses	24%	16%	13%	11%	11%
AA Degree	33%	41%	50%	54%	55%
Transfer, no AA	7%	9%	9%	9%	9%
Personal Develop.	7%	0%	0%	0%	0%
Improve Basic Skills	1%	5%	3%	2%	2%
Undecided	0%	0%	0%	13%	14%
Other	4%	0%	0%	0%	0%
High School Diploma	1%	1%	0%	0%	1%
Teaching Career	2%	0%	0%	0%	0%
Educational Development	0%	4%	3%	2%	3%
Non-credit to Credit	0%	0%	0%	0%	0%
4-yr college credits	0%	3%	3%	4%	3%
Not reported	14%	16%	15%	0%	0%

*Note: These data reflect students' initial interests at the time of applying to Santa Ana College and do not reflect students' later educational goals following college experiences, such as attending orientation, meeting with a counselor, or completing courses.*

- The proportion of students seeking an associate degree or transfer without a degree has increased each year from 40% in 2008 to 64% in 2012.
- The proportion of students seeking vocational certificates or taking courses for employment has decreased each year from 28% in 2008 to 14% in 2012.

**Data Set 23. Santa Ana College Credit Students by High School Attended, 2008 - 2012**

<b>Top Feeder High Schools to SAC</b>					
<b>High Schools</b>	<b>Fall 2008</b>	<b>Fall 2009</b>	<b>Fall 2010</b>	<b>Fall 2011</b>	<b>Fall 2012</b>
<b>Anaheim Union USD</b>					
Anaheim	48	56	49	43	49
Katella	59	57	27	31	48
Loara	51	34	20	31	26
<b>Garden Grove USD</b>					
Bolsa Grande	46	42	25	29	24
Garden Grove	60	58	38	47	56
Los Amigos High	76	48	32	41	38
Rancho Alamitos	14	14	13	14	21
Santiago	104	128	87	97	83
<b>Orange USD</b>					
Canyon	40	17	16	15	12
El Modena	49	26	14	16	23
Orange	76	57	55	69	73
Villa Park	46	21	22	21	15
<b>Santa Ana USD</b>					
Century	147	187	171	165	204
Cesar Chavez	21	28	19	28	24
Hector Godinez	0	0	81	169	235
Lorin Griset	0	54	40	50	52
Saddleback	116	127	122	110	165
Santa Ana	291	257	295	303	295
Segerstrom	62	116	150	140	154
Valley	139	130	112	169	179
<b>Tustin USD</b>					
Arnold Beckman	30	22	17	14	19
Foothill	48	49	34	29	38
Tustin	51	34	41	46	30
<b>Total from these feeder high schools</b>	<b>1,574</b>	<b>1,562</b>	<b>1,480</b>	<b>1,677</b>	<b>1,863</b>
<b>Total from all high schools</b>	<b>2,368</b>	<b>2,108</b>	<b>1,975</b>	<b>2,197</b>	<b>2,384</b>
<b>% from these feeder high schools</b>	<b>66%</b>	<b>74%</b>	<b>75%</b>	<b>76%</b>	<b>78%</b>

*Note: These data are a count of first-time college freshmen ages 17 to 19.*

- The number of the first-time college freshmen between the ages of 17 and 19 has increased each fall from 2008, reaching a high of 2,384 students in fall 2012.
- The majority of the first-time college freshmen between the ages of 17 and 19 matriculate to Santa Ana College from one of the feeder high schools within the RSCCD geographic boundaries.

**Data Set 24. High School Graduates in Santa Ana College Feeder High Schools, 2008 - 2012**

<b>Service Area High Schools</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>	<b>% of 2012 graduates who enrolled at SAC</b>
<b>Garden Grove USD</b>						
<b>Garden Grove</b>	487	500	493	510	514	11%
<b>Hare</b>	110	240	138	148	160	0%
<b>Santiago</b>	387	399	410	487	494	17%
<b>Santa Ana USD</b>						
<b>Century</b>	314	394	447	425	466	44%
<b>Cesar Chavez</b>	88	130	125	130	196	12%
<b>Hector Godinez</b>	0	0	242	508	538	44%
<b>Lorin Grisct Academy</b>	154	214	165	233	256	20%
<b>Middle College</b>	63	76	70	71	72	15%
<b>O.C. School of the Arts</b>	203	202	247	265	269	1%
<b>Saddleback</b>	310	354	425	389	380	23%
<b>Santa Ana</b>	572	535	525	529	641	46%
<b>Seegerstrom</b>	307	594	562	524	521	30%
<b>Valley</b>	334	425	332	332	342	52%

- Overall, the graduation rates for the primary feeder high schools to Santa Ana College have steadily increased over the past five years.
- The Santa Ana Unified School District high schools are the primary feeder high schools for Santa Ana College.

**Data Set 25. Santa Ana College Placement Scores, 2009-2012**

	Fall 2009	Fall 2010	Fall 2011	Fall 2012
<b>English Placement</b>	<b>n=4,125</b>	<b>n=3,949</b>	<b>n=4,127</b>	<b>n=4,428</b>
AA/AS Degree/Transfer Level	32%	32%	32%	35%
Below AA/AS Degree/Transfer Level	68%	68%	68%	65%
<b>Mathematics Placement</b>	<b>n=3,212</b>	<b>n=3,037</b>	<b>n=3,491</b>	<b>n=3,761</b>
Transfer Level	21%	25%	22%	22%
AA/AS Degree Level	17%	15%	16%	20%
Below AA Degree/Transfer Level	62%	60%	61%	58%

- At entry into Santa Ana College, the majority of the students taking the English and mathematics placement test score below transfer level.
- The proportion of the students scoring below transfer level on both English and mathematics placement tests decreased slightly in fall 2012.

**Data Set 26. Santa Ana College Credit Course Completion and Retention Rates, 2007 - 2011**

	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Statewide Average Fall 2011
Successful Course Completion	69%	71%	69%	70%	71%	66%
Course Retention	81%	82%	83%	85%	84%	80%

Notes: (1) Successful course completion compares the number of students enrolled at census with the number of students who earned a final grade of A, B, C, or Pass. (2) Course retention compares the number of students enrolled at census with the number of students who earned any final grade. This calculation excludes students who withdrew from the course after census.

- The proportion of students earning a passing final grade in credit courses has been relatively consistent over the past five years, with the current rate of 71% being higher than the statewide successful course completion rate of 66%.
- The retention rate steadily increased from fall 2007 to fall 2010, rising from 81% to 85%. The fall 2011 rate of 84% is higher than the statewide average of 80%.



**Data Set 27. Santa Ana College Distance Education Credit Course Completion and Retention Rates, 2007 - 2011**

	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Statewide Average Fall 2011
Successful Course Completion	47%	50%	57%	58%	58%	58%
Course Retention	65%	66%	71%	76%	73%	78%

*Notes: (1) This snapshot of distance education courses excludes television and hybrid courses. (2) Successful course completion compares the number of students enrolled at census with the number of students who earned a final grade of A, B, C, or Pass. (3) Course retention compares the number of students enrolled at census with the number of students who earned any final grade. This calculation excludes students who withdrew from the course after census.*

- The successful course completion rate for distance education courses at Santa Ana College steadily increased between fall 2007 and fall 2011, and that rate now matches the statewide average.
- The course retention rate for distance education courses at Santa Ana College has increased, reaching the highest level (76%) in Fall 2010. The course retention rate is lower than the statewide average in fall 2011.
- For distance education courses in this five-year snapshot, the successful course completion rate and the course retention rates are significantly below the same measures for on-campus courses (58% versus 71% and 73% versus 84% respectively for fall 2011).

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**Accountability Reporting for Community Colleges:** The following data are reported by RSCCD to the State Chancellor’s Office for a statewide report, the 2013 Accountability Reporting for Community Colleges Scorecard, that provides the legislature with summary measures of student progress for each community college. The standardized operational definitions for the data elements in this report are available online at: [www.arcc@cccoco.edu](http://www.arcc@cccoco.edu)

**Data Set 28. Santa Ana College Student Achievement**

Measures of Achievement	2002-03 to 2007-08	2003-04 to 2008-09	2004-05 to 2009-10	2005-06 to 2010-11	2006-07 to 2011-12
Student Progress and Achievement Rate	48%	45%	45%	48%	47%
• Prepared students	69%	68%	66%	71%	71%
• Remedial students	41%	38%	38%	37%	37%
Percent of Students Who Earned at Least 30 Units	67%	65%	66%	69%	70%
• Prepared students	72%	73%	73%	78%	80%
• Remedial students	66%	63%	63%	63%	66%

*Notes: (1) Student Progress and Achievement Rate is the percentage of first-time students with minimum of 6 units earned who attempted any math or English in the first three years and transferred to a four-year institution, earned an associate degree, earned a certificate (Chancellor’s Office approved), or achieved “transfer prepared” status within six years. (2) Percent of Student Who Earned at Least 30 Units is the percentage of first-time students with minimum of 6 units earned who attempted any math or English in the first three years and earned at least 30 units in the California Community College System within six years. (3) Remedial students are those enrolled in courses below transfer level.*

- Combining the achievements of prepared and remedial students on the Student Progress and Achievement Rate, the overall rate is relatively stable at slightly below 50% in this five-year period. Consistently over this period, the rates for prepared students are almost twice as high as the rates for remedial students.
- The percentage of students who earned at least 30 units increased slightly over the past five years reaching 70% in the most recent analysis. This percentage has increased significantly for prepared students reaching 80% in the most recent analysis. The percentages of remedial students who have earned at least 30 units have remained relatively stable at 66% or slightly below.

**Data Set 29. Santa Ana College Student Persistence Rate**

Measure	2002-03 to 2007-08	2003-04 to 2008-09	2004-05 to 2009-10	2005-06 to 2010-11	2006-07 to 2011-12
Persistence Rate	72%	74%	73%	74%	73%
• Prepared students	64%	74%	67%	76%	74%
• Remedial students	75%	74%	75%	74%	72%

*Notes: (1) Persistence rate is the percentage of first-time students with minimum of six units earned who attempted any math or English in the first three years and enroll in first three consecutive primary semesters (fall and spring) anywhere in the California Community College System within six years of entry. (2) Remedial students are those enrolled in courses below transfer level.*

- The persistence rate for Santa Ana College students enrolled in both transfer-level and below transfer level courses has been consistent in the last two measurement cycles between 72% – 76%. The persistence rate for students enrolled in transfer-level courses has been slightly higher than for students enrolled in courses below transfer level.

**Data Set 30. Santa Ana College Basic Skills Education Progress**

Measure	2002-03 to 2007-08	2003-04 to 2008-09	2004-05 to 2009-10	2005-06 to 2010-11	2006-07 to 2011-12
• Basic Skills English	28%	29%	21%	22%	26%
• Basic Skills Math	-	-	-	-	-
• Basic Skills ESL	39%	34%	32%	28%	42%

*Note: Basic Skills Education Progress is the percentage credit students who attempted a course designated at “levels below transfer” in English, math or ESL within six years AND successfully completed a college-level course in the same discipline.*

- The rate for students who attempt a basic skills course in English and who later successfully complete a college-level English course is below 30%. The rate has fluctuated over the years of this analysis with the most recent analysis yielding a rate of 26%.
- Similarly, the rate for students who attempt a basic skills course in English as a Second Language and who later successfully complete a college-level course in the same discipline has fluctuated over the years of this analysis from 28% to 42% with the most recent analysis yielding the highest rate.

**Data Set 31. Santa Ana College Career Technical Education Rate**

Measure	2002-03 to 2007-08	2003-04 to 2008-09	2004-05 to 2009-10	2005-06 to 2010-11	2006-07 to 2011-12
Career Technical Education Rate	48%	53%	56%	50%	50%

*Note: Career Technical Education (CTE) Rate is the percentage of students who completed a CTE course for the first time and completed more than 8 units in the subsequent three years in a single discipline and transferred to a four-year institution, earned an associate degree, earned a certificate (Chancellor's Office approved), or achieved "transfer prepared" status within six years.*

- The rate for students who complete a career technical education course and subsequently completed more than eight units in the same discipline before transferring or earning a degree or certificate is 50% in the most recent analysis. This rate has fluctuated between 48% and 56% over the past decade.

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**Data Set 32. Santa Ana College Degrees and Certificates Awarded by Race/Ethnicity, 2008 - 2012**

Year Awarded	Awards	Race/Ethnic Distribution						
		African-American	Asian	White	Hispanic	Other	Decline to State	Count
2008-09	AA/AS	2%	24%	18%	51%	5%	4%	1,294
	Certificates	2%	25%	30%	37%	6%	6%	524
2009-10	AA/AS	2%	22%	19%	49%	7%	2%	1,322
	Certificates	1%	24%	18%	50%	5%	2%	1,094
2010-11	AA/AS	3%	18%	17%	54%	6%	3%	1,440
	Certificates	2%	18%	13%	57%	5%	3%	1,201
2011-12	AA/AS	2%	18%	17%	54%	5%	4%	1,503
	Certificates	1%	19%	15%	58%	3%	3%	1,298

- The number of associate degrees awarded by Santa Ana College was highest in 2011- 2012, reaching a high of 1,503 degrees awarded in 2011-2012.
- Similarly, the number of certificates awarded by Santa Ana College doubled between 2008 – 2009 and 2009 – 2010. The pattern over the past five years is one of steady increases, reaching a high of 1,298 certificates awarded in 2011- 2012.
- The proportion of associate degrees awarded to students in various race/ethnic categories has remained consistent over the past five years within these ranges:
  - African-American: 1% to 3%
  - Asian: 19% to 24%
  - White: 17% to 20%
  - Hispanic: 49% to 54%
  - Other: 5% to 8%
- The proportion of certificates awarded to students who identify themselves as African-American, Asian, and “Other” have been relatively consistent over the past five years. However, the proportion of certificates awarded to student who identify themselves as White has declined, from a high of 33% in 2007 – 2008 to 15% in 2011- 2012. During the same years, the proportion of certificates awarded to students who identify themselves as Hispanics has increased from a high of 40% in 2007 – 2008 to 58% in 2011- 2012.

**Data Set 33. Santa Ana College Transfers to Universities, 2006-2007 to 2011-2012**

	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
<b>CSU</b>	726	801	939	985	1,196	1,212
<b>UC</b>	218	204	234	198	240	196
<b>Private/Out-of-State</b>	450	575	359	578	660	821
<b>Total</b>	<b>1,394</b>	<b>1,580</b>	<b>1,530</b>	<b>1,761</b>	<b>2,096</b>	<b>2,229</b>

*Note: The number of students who transfer in any year is contingent on both student readiness to transfer and the capacity of the universities to accept transfers.*

- The number of students who transfer to CSU and private universities has increased dramatically over the past six years while the numbers of students who transfer to UC has remained relatively consistent.

**Data Set 34. Santa Ana College Credit Students, Transfer Velocity, 2002 – 2017**

	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007
Santa Ana College	22%	21%	24%	23%	24%
California	25%	27%	28%	28%	26%

Source: Chancellor's Office, Datamart

*Note: The Transfer Velocity Project tracked first-time college students who demonstrate that they intend to transfer by the courses they choose from their first academic year of enrollment to the point of transfer to a four-year institution. To be included in this transfer cohort, students must complete at least 12 units, including a transfer-level English or mathematics course within a 6-year period. The transfer rate was then based on the total number of students who transferred compared to the number of students in the cohort. The Research & Planning Group conducted the study between 2007 and 2009. More information on the Transfer Velocity Project is available at:*

<http://webprod.cccco.edu/datamarttrans/dmtrnsstucsel.aspx>

- Based on data in the Transfer Velocity Project, the proportion of students in each cohort who transferred to a university from Santa Ana College remained in the 21% to 24% range, which was consistent but slightly below the statewide average in the same study.

Santa Ana College's School of Continuing Education offers non-credit classes in various off-campus sites as well as at the Centennial Educational Center. The non-credit offerings include a full spectrum continuing education courses for adult learners. These offerings include adult basic education, high school completion, parent education and vocational training, with the largest enrollment in English as a Second Language.

**Data Set 35. Santa Ana College School of Continuing Education Students by Race/Ethnicity, 2008 - 2012**

	Fall 2008		Fall 2009		Fall 2010		Fall 2011		Fall 2012	
	14,112		13,818		12,696		11,565		10,554	
	n	%	n	%	n	%	n	%	n	%
African-American	130	1%	88	1%	58	1%	46	1%	60	1%
Asian	710	7%	506	7%	607	8%	548	8%	698	9%
Hispanic	9,040	86%	5,787	85%	7,078	88%	5,681	87%	6,303	86%
White	438	4%	359	5%	191	2%	190	3%	212	3%
Other	164	1%	98	1%	102	1%	64	0%	77	0%
Not reported	3,630	26%	6,980	51%	4,660	37%	5,036	44%	3,204	30%

- The number of students attending the School of Continuing Education has declined each year for the past five years, parallel to the reductions in non-credit offerings.
- Since a significant proportion of the students did not provide race/ethnicity data in each of these years, conclusions must be tentative. Of the students who provided race/ethnicity data, the students attending the School of Continuing Education are predominantly Hispanic (86% to 88%).
- The proportion of students in each race/ethnic category has remained approximately the same over the past five years.

**Data Set 36. Santa Ana College School of Continuing Education Students by Gender, 2008 - 2012**

	Fall 2008		Fall 2009		Fall 2010		Fall 2011		Fall 2012	
	14,112		13,818		12,696		11,565		10,554	
	n	%	n	%	n	%	n	%	n	%
Male	6,493	47%	6,177	46%	5,732	46%	5,226	46%	4,645	44%
Female	7,341	53%	7,197	54%	6,752	54%	6,252	54%	5,905	56%
Not reported	278	2%	444	3%	212	2%	87	1%	4	0%

- There is a slightly higher proportion of female to male students attending the School of Continuing Education.

**Data Set 37. Santa Ana College School of Continuing Education Students by Age, 2008 - 2012**

	Fall 2008		Fall 2009		Fall 2010		Fall 2011		Fall 2012	
	14,112		13,818		12,696		11,565		10,554	
	n	%	n	%	n	%	n	%	n	%
17 and under	1,066	8%	1,192	9%	963	8%	828	7%	545	5%
18	525	4%	531	4%	490	4%	367	3%	273	3%
19	466	3%	381	3%	380	3%	349	3%	288	3%
20-21	805	6%	671	5%	661	5%	608	5%	556	5%
22-25	1,638	12%	1,257	9%	1,266	10%	1,143	10%	1,226	12%
26-29	1,461	10%	1,363	10%	1,267	10%	1,166	10%	1,192	11%
30-39	3,195	23%	2,963	21%	2,965	23%	2,602	22%	2,451	23%
40-49	2,254	16%	2,481	18%	2,455	19%	2,399	21%	2,126	20%
50-64	1,519	11%	1,703	12%	1,710	13%	1,727	15%	1,495	14%
over 64	1,167	8%	1,276	9%	536	4%	376	3%	401	4%
Not reported	16	0%	0	0%	3	0%	0	0%	1	0%

- In the past five years, 60% to 70% of the students attending the School of Continuing Education have been 30 years old or older.
- The proportion of students in each age category has remained approximately the same over the past five years.



**Data Set 38. Santa Ana College School of Continuing Education Students by Citizenship Status, 2008 - 2012**

	Fall 2008		Fall 2009		Fall 2010		Fall 2011		Fall 2012	
	14,112		13,818		12,696		11,565		10,554	
	n	%	n	%	n	%	n	%	n	%
U.S. Citizen	2,354	27%			2,475	32%	2,165	34%	2,130	29%
Immigrant	1,773	20%			616	8%	420	7%	1,634	22%
Other	4,728	53%			4,532	59%	3,875	60%	3,516	48%
Not reported	5,257	37%			5,073	40%	5,105	44%	3,274	31%

- Since 30% to 40% of the students did not provide citizenship information in each of these years, conclusions must be tentative. The majority of the students attending the School of Continuing Education who provided citizenship information are not United States citizens.

**Data Set 39. Santa Ana College School of Continuing Education Offerings and FTES, 2009 - 2012**

	2009-2010	2010-2011	2011-2012
<b>Number of Offerings</b>	2,304	1,749	1,721
<b>FTES</b>	5,909	5,612	4,922

- In recent years, the state reduced the number of students funded. As a result, there has been a decrease in the number of non-credit offerings and full-time equivalent students (FTES).

**Data Set 40. Santa Ana College School of Continuing Education Completion Rates and CASAS Learning Gains, 2009 - 2012**

	2009-2010	2010-2011	2011-2012
<b>Successful Completions</b>	3,244	11,726	13,767
<b>CASAS Learning Gains</b>	17,393	15,201	15,280

*Note: (1) Prior to 2010 - 2011, only two programs reported grades. Since then, a policy change required all departments to issue and report final grades to better track students' successful completion of offerings required for certificates of completion. (2) CASAS Learning Gains reflect students' performance on the Comprehensive Adult Student Assessment Systems standards.*

- The number of successful completions of non-credit offerings has increased despite the slight reduction in the number of offerings.

**Data Set 41. Santa Ana College School of Continuing Education Awards, 2009 - 2012**

Type of Award	2009-2010	2010-2011	2011-2012
High School Diploma	150	168	144
Certificates of Program Completion	450	434	2,306
General Education Development (GED)	39	35	20

- Awards of high school diplomas and general education development certificates have declined slightly over this three-year snapshot.
- Awards of program completion certificates have increased dramatically. *(We are double-checking these data and will add an explanation if the data are correct.)*

**Data Set 42. Santa Ana College Satisfaction Ratings by Credit Students**

	Percent of "Good" and "Excellent" Ratings		
	2010 N=740	2011 N=478	2012 N=626
My overall experience at SAC	86%	87%	89%
The SAC campus environment (students, activities, etc.)	80%	81%	84%
Effectiveness of classroom learning experience	82%	83%	86%
My ability to register for classes I want or need	64%	67%	69%
Variety of classes offered	60%	62%	61%
Class size	65%	73%	57%
Campus safety/security	80%	81%	77%
Appearance and maintenance of grounds/facilities	68%	68%	75%

- On surveys in the past three years, most of the students taking credit courses at Santa Ana College (80% to 89%) have consistently reported satisfaction with their overall experience at the college, the campus environment, and the effectiveness of the classroom learning experience.
- Ratings of the availability and variety of classes have been consistent over the past three years with 60% to 69% of the students reporting satisfaction.
- Student satisfaction with class size has fluctuated, with the lowest rating in 2012 when 57% of the students reporting that class sizes were "good" or "excellent."
- Ratings on campus safety and security decreased, and ratings of the appearance and maintenance of the grounds and facilities increased.

**Data Set 43. Santa Ana College Satisfaction Ratings by Non-Credit Students, 2012**

	Percent of "Good" and "Excellent" Ratings
	N=869
Classroom experience	91%
Availability of classes	90%
Variety of classes offered	89%
Quality of instruction	88%
Books and learning materials	90%
Class size	85%
Appearance/maintenance of the facility	87%
Campus safety/security	80%
Overall experience	89%

- Eighty-five to 91% of the students taking non-credit offerings at Santa Ana College are satisfied with all aspects of their experience with one exception. Students reported lower levels of satisfaction (80% "good" and "excellent" ratings) with campus safety and security.

**Data Set 44. Santa Ana College Satisfaction Ratings by Community Members, 2012**

In general, how would you rate the quality of education provided at Santa Ana College? (N = 400)	
Excellent	20%
Good	35%
Fair	15%
Poor	3%
Very Poor	0%
Not sure	27%

Source: True North Research, Inc., June, 2012

- Fifty-five percent of the 400 community members who responded to a survey rated the quality of education provided at Santa Ana College as "excellent or "good." Twenty-seven percent of the community members did not rate the college on this question.

**SANTIAGO CANYON COLLEGE DATA**

**Data Set 45. Santiago Canyon College Headcount and Enrollment, 2008 - 2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012	% change from 2011
All credit headcount	10,560	9,423	8,861	9,251	9,146	-1%
On-campus credit headcount	9,964	9,058	7,783	8,001	8,102	1%
All non-credit headcount	6,456	7,908	6,387	5,571	5,668	1%
All credit enrollment	30,392	27,138	26,627	29,299	27,415	-1%
On-campus credit enrollment	26,718	26,928	25,121	25,885	24,868	-1%
All non-credit enrollment	20,439	17,568	14,934	10,800	12,733	8%
Average enrollments per students for all credit	2.9	2.9	3.0	3.2	3.0	N/A
Average enrollments per students for all on-campus credit	2.7	3.0	3.2	3.2	3.1	N/A
Average enrollments per students for all non-credit	3.2	2.2	2.3	1.9	2.4	N/A

Notes: (1) The students in the "on-campus credit" category are included in the "all credit" category. (2) The category of "on-campus credit" excludes the following non-traditional classes: Apprenticeship, Contract Management, Quality Assurance, Business Seminar, and Distance Education (online, television, and hybrid).

- In this five-year snapshot, student headcount in credit courses at Santiago Canyon College reached a low of 8,861 students in fall 2010 due to state-imposed reductions in the number of students funded, which resulted in fewer sections being offered compared to previous years. Although there was some recovery of the total student headcount in the past two years, the total headcount has not yet equaled the fall 2008 level.
- The number of student enrollments has remained relatively stable around 3.0 enrollments per student. The highest average number of enrollments per student was 3.1 in fall 2011.
- There has been a similar recent decrease in non-credit offerings and enrollment that created the trend of a decline in student headcount.

**Data Set 46. Santiago Canyon College Credit Full-time Equivalent Students, 2007 - 2012**

2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
6,410	6,720	6,409	6,648	6,255

Source: RSCCD Fiscal Services

*Note: The measure of full-time equivalent students (FTES) is the method by which RSCCD reports student information to the state as the basis for allocations from the state to RSCCD.*

- Santiago Canyon College reported higher FTES in 2008 – 2009 and in 2010- 2011 compared to other years in this five-year snapshot, with the lowest FTES reported for most recent year 2011- 2012.

**Data Set 47. Santiago Canyon College Credit Students by Race/Ethnicity, 2008-2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
	10,560	9,423	8,861	9,251	9,146
African-American	2%	2%	2%	2%	2%
Asian	7%	8%	8%	8%	8%
Hispanic	33%	30%	33%	38%	41%
White	45%	43%	42%	39%	39%
Other	9%	8%	6%	6%	5%
Decline to State	4%	10%	9%	7%	6%

- In recent years, there has been a shift in the proportions of the students who identify themselves as White and Hispanic. The proportion of students who identify themselves as White has decreased steadily over the past five years, from 45% in fall 2008 to 39% in fall 2012 while the proportion of students who identify themselves as Hispanic has increased, from 33% in fall 2008 to 41% in fall 2012.
- The proportion of Santiago Canyon College’s student population in all other race/ethnicity categories has remained approximately the same, except for a decrease in the proportion of students who placed themselves in the “other” category.

**Data Set 48. Santiago Canyon College Credit Students by Gender, 2008 - 2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
	10,560	9,423	8,861	9,251	9,146
Male	55%	51%	53%	54%	52%
Female	45%	49%	47%	46%	48%

- Compared to fall 2008, the male-female ratio at Santiago Canyon College has become more balanced in recent years, reaching the current balance of 52% male and 48% female. In comparison, in Orange County, current residents are approximately evenly divided in a 50-50 balance between female and male residents.

**Data Set 49. Santiago Canyon College Credit Students by Age, 2008 - 2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
	10,560	9,423	8,861	9,251	9,146
17 and under	2%	2%	4%	3%	4%
18	14%	14%	15%	15%	17%
19	14%	17%	16%	16%	18%
20-21	19%	23%	22%	22%	22%
22-25	17%	18%	17%	18%	18%
26-29	9%	8%	8%	8%	8%
30-39	11%	8%	9%	9%	8%
40-49	8%	6%	5%	5%	4%
50-64	5%	4%	4%	3%	2%
over 64	1%	1%	1%	0%	0%

- The proportion of students in traditional college-going ages (ages 18 – 25) has increased over the past five years from 64% of the total student population in 2008 to 75% in 2012. There has been a corresponding steady decrease in the proportion of students in each age cohort beyond age 30.
- Eighty-six percent of the Santiago Canyon College student population is younger than 30 years old.

**Data Set 50. Santiago Canyon College Credit Students by Educational Goal, 2008 - 2012**

	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Fall 2012
	10,560	9,423	8,861	9,251	9,146
Vocational Certificate	7%	4%	3%	4%	3%
Employment Courses	19%	12%	11%	11%	10%
AA Degree	36%	45%	50%	52%	53%
Transfer, no AA	12%	14%	13%	14%	13%
Personal Develop.	0%	0%	0%	0%	0%
Improve Basic Skills	1%	1%	1%	1%	1%
Undecided	12%	0%	12%	10%	11%
Other	10%	0%	0%	0%	0%
High School Diploma	1%	1%	1%	0%	1%
Teaching Career	2%	0%	0%	0%	0%
Educational Development	0%	4%	3%	2%	2%
Non-credit to Credit	0%	<1%	0%	0%	0%
4-year college credits	0%	4%	4%	4%	4%
Not reported	0%	15%	1%	0%	0%

*Note: These data reflect students' general interests at the time of applying to Santiago Canyon College and do not reflect students' more informed educational goals following college experiences, such as attending orientation, meeting with a counselor, or completing courses.*

- The proportion of students seeking an associate degree or transfer without a degree has increased each year from 48% in 2008 to 66% in 2012.
- The proportion of students seeking vocational certificates or taking courses for employment has decreased, from 26% in 2008 to 13% in 2012.

**Data Set 51. Santiago Canyon College Credit Students by High School Attended, 2008 - 2012**

<b>Top Feeder High Schools to SCC</b>					
<b>High Schools</b>	<b>Fall 2008</b>	<b>Fall 2009</b>	<b>Fall 2010</b>	<b>Fall 2011</b>	<b>Fall 2012</b>
<b>Anaheim Union USD</b>					
Katella	19	19	6	13	34
<b>Garden Grove USD</b>					
Garden Grove High	60	58	38	47	56
Santiago High	19	13	23	48	66
<b>Orange USD</b>					
Canyon	119	134	110	135	137
El Modena	189	248	166	224	168
Lutheran High/OC	41	44	30	35	32
Orange	155	135	121	104	100
Richland	11	6	15	24	14
Villa Park	180	134	158	138	163
<b>Placentia USD</b>					
El Dorado	37	46	53	92	78
Esperanza	117	107	105	130	77
Valencia	60	34	36	49	83
Yorba Linda	0	0	0	0	80
<b>Tustin USD</b>					
Arnold Beckman	45	49	37	36	41
Foothill	105	106	72	81	86
Tustin	35	35	21	24	33
<b>Other School Districts</b>					
Brea Olinda	12	13	16	22	27
Corona	0	19	11	19	51
El Toro	9	14	8	15	21
Trabuco Hills	0	15	24	13	31
<b>Total</b>	<b>1,213</b>	<b>1,229</b>	<b>1,050</b>	<b>1,249</b>	<b>1,378</b>
<b>Total all high schools</b>	<b>1,736</b>	<b>1,455</b>	<b>1,283</b>	<b>1,520</b>	<b>1,668</b>
<b>% from high schools in service area</b>	<b>70%</b>	<b>84%</b>	<b>82%</b>	<b>82%</b>	<b>83%</b>

*Note: These data are a count of first-time college freshmen ages 17 to 19.*

- The number of the first-time college freshmen between the ages of 17 and 19 has fluctuated in recent years, reaching 1,668 in fall 2012.
- Eighty-three percent of the first-time college freshmen between the ages of 17 and 19 matriculate to Santiago Canyon College from one of the feeder higher schools within the RSCCD geographic boundaries.



**Data Set 52. High School Graduates in Santiago Canyon College Feeder High Schools, 2008 - 2012**

High Schools	2008	2009	2010	2011	2012
Esperanza	741	730	752	747	743
Canyon	571	575	530	495	609
El Modena	506	464	406	481	477
Lutheran	306	290	289	303	312
Orange	451	459	477	426	490
Richland	65	90	138	162	182
Villa Park	550	534	596	550	595
Foothill	412	509	489	495	499

- Overall, the number of graduates from the primary feeder high schools to Santiago Canyon College fluctuated slightly. Richland High School had the largest gain in graduates from 65 in 2008 to 182 in 2012.

**Data Set 53. Santiago Canyon College Placement Scores, 2009-2012**

	Fall 2009	Fall 2010	Fall 2011	Fall 2012
<b>English Placement</b>	<b>n=1,783</b>	<b>n=2,976</b>	<b>n=2,169</b>	<b>n=2,366</b>
AA/AS Degree/Transfer Level	37%	39%	38%	39%
Below AA/AS Degree/Transfer Level	63%	61%	62%	61%
<b>Mathematics Placement</b>	<b>n=1,071</b>	<b>n=1,871</b>	<b>n=1,747</b>	<b>n=1,594</b>
Transfer Level	27%	29%	28%	27%
AA/AS Degree Level	18%	20%	21%	22%
Below AA Degree/Transfer Level	54%	50%	51%	52%

- At entry into Santiago Canyon College, the majority of the students taking the English and mathematics placement test score below transfer level.

**Data Set 54. Santiago Canyon College Credit Course Completion and Retention Rates, 2007 - 2011**

	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Statewide Average Fall 2011
Successful Course Completion	67%	67%	63%	66%	70%	66%
Course Retention	82%	82%	81%	82%	84%	80%

Notes: (1) Successful course completion compares the number of students enrolled at census with the number of students who earned a final grade of A, B, C, or Pass. (2) Course retention compares the number of students enrolled at census with the number of students who earned any final grade. This calculation excludes students who withdrew from the course after census.

- The proportion of students earning a passing final grade in credit courses has fluctuated in recent years at Santiago Canyon College, reaching a high of 70% in fall 2011, which is higher than the statewide successful course completion rate of 66%.
- The retention rate increased from fall 2007 to fall 2011, rising from 82% to 84% which is higher than the statewide average of 80%.

**Data Set 55. Santiago Canyon College Distance Education Credit Course Completion and Retention Rates 2007 - 2011**

	Fall 2007	Fall 2008	Fall 2009	Fall 2010	Fall 2011	Statewide Average Fall 2011
Successful Course Completion	50%	56%	51%	48%	55%	58%
Course Retention	70%	73%	71%	69%	83%	78%

Notes: (1) This snapshot of distance education courses excludes television and hybrid courses. (2) Successful course completion compares the number of students enrolled at census with the number of students who earned a final grade of A, B, C, or Pass. (3) Course retention compares the number of students enrolled at census with the number of students who earned any final grade. This calculation excludes students who withdrew from the course after census.

- The successful course completion rate for distance education courses at Santiago Canyon College has fluctuated during this five-year snapshot, reaching 55% in fall 2011. Although 55% is higher than three of the four preceding years, this rate of successful course completion for fall 2011 is below the statewide average of 58%.
- The course retention rate for distance education courses at Santiago Canyon College has fluctuated from a low of 69% in fall 2010 to 83% in fall 2011. The fall 2011 course retention rate for distance education courses is higher than the fall 2011 statewide average of 78%.

**Accountability Reporting for Community Colleges:** The following data are reported by RSCCD to the State Chancellor’s Office for a statewide report, the 2013 Accountability Reporting for Community Colleges Scorecard, that provides the legislature with summary measures of student progress for each community college. The standardized operational definitions for the data elements in this report are available online at: [www.arcc@cccco.edu](http://www.arcc@cccco.edu)

**Data Set 56. Santiago Canyon College Student Achievement**

Measures of Achievement	2002-03 to 2007-08	2003-04 to 2008-09	2004-05 to 2009-10	2005-06 to 2010-11	2006-07 to 2011-12
Student Progress and Achievement Rate	56%	57%	56%	58%	56%
• Prepared students	76%	78%	71%	73%	73%
• Remedial students	46%	45%	47%	46%	43%
Percent of Students Who Earned at Least 30 Units	65%	71%	69%	71%	71%
• Prepared students	66%	76%	72%	75%	77%
• Remedial students	65%	68%	67%	69%	67%

*Notes: (1) Student Progress and Achievement Rate is the percentage of first-time students with minimum of 6 units earned who attempted any math or English in the first three years and transferred to a four-year institution, earned an associate degree, earned a certificate (Chancellor’s Office approved), or achieved “transfer prepared” status within six years. (2) Percent of Student Who Earned at Least 30 Units is the percentage of first-time students with minimum of 6 units earned who attempted any math or English in the first three years and earned at least 30 units in the California Community College System within six years. (3) Remedial students are those enrolled in courses below transfer level.*

- Combining the achievements of prepared and remedial students on the Student Progress and Achievement Rate, the overall rate is relatively stable in a range of 56% to 58% in this five-year period. Consistently over this period, the rates for prepared students are almost twice as high as the rates for remedial students.
- The percentage of students who earned at least 30 units increased slightly over the past five years reaching 71% in the most recent analysis. This percentage has increased for prepared students reaching 77% in the most recent analysis. The percentages of remedial students who have earned at least 30 units have remained relatively stable in the 65% to 69% range.

### Data Set 57. Santiago Canyon College Student Persistence Rate

Measure	2002-03 to 2007-08	2003-04 to 2008-09	2004-05 to 2009-10	2005-06 to 2010-11	2006-07 to 2011-12
Persistence Rate	68%	74%	72%	74%	71%
• Prepared students	61%	67%	69%	72%	66%
• Remedial students	72%	78%	74%	76%	75%

Notes: *Persistence rate* is the percentage of first-time students with minimum of six units earned who attempted any math or English in the first three years and enroll in first three consecutive primary semesters (fall and spring) anywhere in the California Community College System within six years of entry. (2) *Remedial students* are those enrolled in courses below transfer level.

- The persistence rate for Santiago Canyon College students is lower in the most recent year compared to the preceding four years. Remedial students show a higher persistence rate than prepared students taking transfer-level courses.

### Data Set 58. Santiago Canyon College Basic Skills Education Progress

Measure	2002-03 to 2007-08	2003-04 to 2008-09	2004-05 to 2009-10	2005-06 to 2010-11	2006-07 to 2011-12
• Basic Skills English	26%	31%	28%	36%	33%
• Basic Skills Math	41%	43%	39%	46%	40%
• Basic Skills ESL	46%	64%	60%	55%	84%

Note: *Basic Skills Education Progress* is the percentage credit students who attempted a course designated at "levels below transfer" in English, math or ESL within six years AND successfully completed a college-level course in the same discipline.

- Approximately one-third of the students who attempt a basic skills course in English later successfully complete a college-level English course. The rate has fluctuated over the years of this analysis with the most recent analysis yielding a rate of 33%.
- The rate for students who attempt a basic skills course in mathematics and who later successfully complete a college-level course in the same discipline has fluctuated over the years of this analysis within the range of 39% to 46%. In the most recent analysis, the rate is 40%.
- The rate for students who attempt a basic skills course in English as a Second Language and who later successfully complete a college-level course in the same discipline has fluctuated over the years of this analysis with the low point of 46% five years ago and the high point of 84% in the most recent analysis.

**Data Set 59. Santiago Canyon College Career Technical Education (CTE) Rate**

Measure	2002-03 to 2007-08	2003-04 to 2008-09	2004-05 to 2009-10	2005-06 to 2010-11	2006-07 to 2011-12
Career Technical Education Rate	52%	56%	61%	63%	64%

*Note: Career Technical Education (CTE) Rate is the percentage of students who completed a CTE course for the first time and completed more than 8 units in the subsequent three years in a single discipline and transferred to a four-year institution, earned an associate degree, earned a certificate (Chancellor's Office approved), or achieved "transfer prepared" status within six years.*

- The rate for students who complete a career technical education course and subsequently completed more than eight units in the same discipline before transferring or earning a degree or certificate is 50% in the most recent analysis. This rate has fluctuated between 48% and 56% over the past decade.

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**Data Set 60. Santiago Canyon College Degrees and Certificates Awarded by Race/Ethnicity, 2008 - 2012**

Year Awarded	Awards	Ethnic Distribution						Count
		African-American	Asian	White	Hispanic	Other	Decline to State	
2008-09	AA/AS	1%	12%	54%	24%	9%	4%	595
	Certificates	2%	6%	48%	33%	10%	4%	344
2009-10	AA/AS	1%	9%	51%	27%	9%	4%	603
	Certificates	1%	7%	53%	27%	7%	4%	815
2010-11	AA/AS	1%	9%	51%	28%	8%	3%	677
	Certificates	1%	8%	50%	30%	8%	3%	934
2011-12	AA/AS	1%	9%	47%	27%	6%	11%	858
	Certificates	3%	6%	47%	28%	5%	11%	1,083

- The number of associate degrees awarded by Santiago Canyon College was highest in 2011-2012, reaching 858 associate degrees awarded.
- The number of certificates awarded by Santiago Canyon College more than doubled between 2008 – 2009 and 2009 – 2010. The pattern over the past five years is one of steady increases, reaching a high of 1,083 in 2011- 2012.
- The proportion of associate degrees awarded to students in each race/ethnic category has remained consistent over the past five years within these ranges:
  - African-American: 1% to 2%
  - Asian: 8% to 12%
  - White: 47% to 54%
  - Hispanic: 24% to 28%
  - Other: 6% to 12%
- Similarly, the proportion of certificates awarded to students in each race/ethnicity category has remained consistent over the past five years within these ranges:
  - African-American: 1% to 3%
  - Asian: 6% to 8%
  - White: 47% to 53%
  - Hispanic: 27% to 33%
  - Other: 5% to 10%

**Data Set 61. Santiago Canyon College Transfer to the Universities, 2006 - 2007 to 2011 - 2012**

	2006-07	2007-08	2008-09	2009-10	2010-11	2011-12
<b>CSU</b>	468	356	338	332	454	492
<b>UC</b>	152	103	105	94	78	93
<b>Private/Out-of-State</b>	270	202	223	239	291	330
<b>Total</b>	<b>890</b>	<b>661</b>	<b>666</b>	<b>665</b>	<b>823</b>	<b>915</b>

- In this snapshot, the numbers of students who transfer to CSU and private universities has increased over the past six years, while the numbers of students who transfer to UC has significantly declined.

**Data Set 62. Santiago Canyon College Credit Students, Transfer Velocity, 2002 – 2017**

	2002-2003	2003-2004	2004-2005	2005-2006	2006-2007
Santiago Canyon College	32%	37%	34%	36%	32%
California	25%	27%	28%	28%	26%

Source: Chancellor's Office, Datamart

*Note: The Transfer Velocity Project tracked first-time college students who demonstrate that they intend to transfer by the courses they choose from their first academic year of enrollment to the point of transfer to a four-year institution. To be included in this transfer cohort, students must complete at least 12 units, including a transfer-level English or mathematics course within a 6-year period. The transfer rate was then based on the total number of students who transferred compared to the number of students in the cohort. The Research & Planning Group conducted the study between 2007 and 2009. More information on the Transfer Velocity Project is available at: <http://webprod.cccco.edu/datamarttrans/dmtrnsstucsel.aspx>*

- Based on data in the Transfer Velocity Project, the proportion of students in each cohort who transfer to a university from Santiago Canyon College ranged from 37% to 32%, which was consistently above the statewide average in the same study.

Santiago Canyon College's School of Continuing Education offers non-credit classes in various off-campus sites as well as at the Orange Education Center. The non-credit offerings include a full spectrum of continuing education courses for adult learners. These offerings include adult basic education, high school completion, parent education and vocational training, with the significant enrollments in English as a Second Language (39%) and non-credit career technical education (29%).

**Data Set 63. Santiago Canyon College School of Continuing Education Students by Race/Ethnicity**

	Fall 2008		Fall 2009		Fall 2010		Fall 2011		Fall 2012	
	6,456		7,908		6,387		5,571		5,668	
	n	%	n	%	n	%	n	%	n	%
African-American	79	2%	76	2%	64	2%	43	2%	68	2%
Asian	501	10%	339	8%	284	8%	241	9%	252	7%
Hispanic	2,815	57%	2,571	61%	2,474	67%	1,849	66%	2,432	70%
White	1,288	26%	1,033	25%	777	21%	576	21%	630	18%
Other	245	5%	166	4%	99	3%	75	3%	85	1%
Not reported	1,528	24%	3,723	47%	2,689	42%	2,787	50%	2,201	39%

- In this five-year snapshot, the number of students attending the School of Continuing Education was at a peak in 2009 with 7,908 and was at its lowest in fall 2011 with 5,571 students. This decline is due to state-imposed reductions in the number of students funded and subsequent reductions in the number of sections being offered in recent years.
- Since a significant proportion of the students did not provide race/ethnicity data in each of these years, conclusions must be tentative. Of the students who provided race/ethnicity data, the proportion of students who identify themselves as Hispanic has increased, from 57% in 2008 to 70% in 2012. In a reverse of this pattern, the proportion of students who identify themselves as White has steadily decreased, from 26% in 2008 to 18% in 2012.
- The proportion of students in each race/ethnic category has remained approximately the same over the past five years.



**Data Set 64. Santiago Canyon College School of Continuing Education Students by Gender, 2008 - 2012**

	Fall 2008		Fall 2009		Fall 2010		Fall 2011		Fall 2012	
	6,456		7,908		6,387		5,571		5,668	
	n	%	n	%	n	%	n	%	n	%
Male	2,880	45%	3,734	48%	3,033	48%	2,560	47%	2,647	47%
Female	3,494	55%	3,993	52%	3,232	52%	2,944	53%	3015	53%
Not reported	82	1%	181	2%	122	2%	67	1%	6	0%

- Consistently over the past five years, there is a slightly higher proportion of female to male students attending the School of Continuing Education.

**Data Set 65. Santiago Canyon College School of Continuing Education Students by Age, 2008 - 2012**

	Fall 2008		Fall 2009		Fall 2010		Fall 2011		Fall 2012	
	6,456		7,908		6,387		5,571		5,668	
	n	%	n	%	n	%	n	%	n	%
17 and under	483	8%	385	5%	380	6%	400	7%	379	7%
18	227	4%	259	3%	183	3%	191	3%	155	3%
19	242	4%	326	4%	229	4%	192	3%	203	4%
20-21	381	6%	533	7%	440	7%	353	6%	328	6%
22-25	618	10%	954	12%	775	12%	518	9%	643	11%
26-29	533	8%	785	10%	686	11%	537	10%	565	10%
30-39	1,138	18%	1,567	20%	1,315	21%	1,151	21%	1,157	20%
40-49	883	14%	1,111	14%	1,085	17%	951	17%	1,001	18%
50-64	843	13%	932	12%	776	12%	755	14%	777	14%
over 64	1,078	17%	1,056	13%	517	8%	523	9%	459	8%
Not reported	30	0%	0	0%	1	0%	0	0%	1	0%

- In each of the past five years, approximately 60% of the students attending the Santiago Canyon School of Continuing Education have been 30 years old or older.
- The number of students aged 64 and over has declined dramatically from 17% or 1,078 students in 2008 to 8% or 459 students in 2012. The proportion of students in the other age categories has remained approximately the same over the past five years.

**Data Set 66. Santiago Canyon College School of Continuing Education Students by Citizenship Status, 2008 - 2012**

	Fall 2008		Fall 2009		Fall 2010		Fall 2011		Fall 2012	
	6,456		7,908		6,387		5,571		5,668	
	n	%	n	%	n	%	n	%	n	%
U.S. Citizen	2,269	58%			1,887	53%	1,487	55%	1,786	52%
Immigrant	676	17%			233	7%	143	5%	558	16%
Other	971	25%			1,428	40%	1,075	40%	1,111	32%
Not reported	2,540	39%			2,839	44%	2,866	51%	2,213	39%

- Since 39% to 51% of the students did not provide citizenship information in each of these years, conclusions must be tentative. About half of the students attending the School of Continuing Education who provided citizenship information are United States citizens.

**Data Set 67. Santiago Canyon College School of Continuing Education Offerings and FTES, 2009 - 2012**

	2009-2010	2010-2011	2011-2012
<b>Classes Offered</b>	843	680	809
<b>FTES</b>	2,466	2,246	2,030

- The number of offerings was reduced in 2010 - 2011 due to state-imposed reductions in the number of students funded. The number of offerings was restored in 2011 - 2012.
- Despite the restoration in the number of offerings in the most recent year, the number of full-time equivalent students (FTES) in the School of Continuing Education's non-credit offerings has declined each year since fall 2009.

**Data Set 68. Santiago Canyon College School of Continuing Education Completion Rates and CASAS Learning Gains, 2009 - 2012**

	2009-2010	2010-2011	2011-2012
<b>Rate of Successful Completion</b>	5,761	8,278	13,817
<b>CASAS Learning Gains</b>	6,403	6,883	5,777

*Note: (1) Prior to 2010 - 2011, only two programs reported grades. Since then, a policy change required all departments to issue and report final grades to better track students' successful completion of offerings required for certificates of completion. (2) CASAS Learning Gains reflect students' performance on the standards.*

- The number of successful completions of non-credit offerings has increased over the past three years, despite the fluctuations in the number of offerings.

**Data Set 69. Santiago Canyon College School of Continuing Education Awards, 2009 - 2012**

Type of Award	2009-2010	2010-2011	2011-2012
High School Diploma	85	100	60
Certificates of Program Completion	127	213	3,609
General Education Development (GED)	212	175	140

- Awards of high school diplomas and general education development certificates were lower in 2011-2012 compared to the prior two years.
- Awards of program completion certificates have increased dramatically. *(We are double-checking these data and will add an explanation if these data are correct.)*

**Data Set 70. Santiago Canyon College Satisfaction Ratings by Credit Students, 2010 - 2012**

	Percent of "Good" and "Excellent" Ratings		
	2010 N=206	2011 N=211	2012 N=258
My overall experience at SCC	82%	87%	90%
The SCC campus environment (students, activities, etc.)	74%	77%	84%
Effectiveness of classroom learning experience	78%	80%	83%
My ability to register for classes I want or need	65%	70%	67%
Variety of classes offered	40%	50%	52%
Class size	64%	72%	68%
Campus safety/security	76%	79%	81%
Appearance and maintenance of grounds/facilities	80%	81%	87%

- On surveys in the past three years, most of the students taking credit courses at Santiago Canyon College (75% to 90%) have consistently reported satisfaction with their overall experience at the college, the campus environment, the effectiveness of the classroom learning experience, campus safety and security, and the appearance and maintenance of the grounds and facilities.
- Ratings of the availability and variety of classes and class size have been consistent over the past three years with 64% to 72% of the students reporting satisfaction.
- Student satisfaction with variety of classes offered is low but has increased, from 40% reporting satisfaction and 52% reporting satisfaction in 2012.

**Data Set 71. Santiago Canyon College Satisfaction Ratings by Non-Credit Students, 2012**

	Percent of "Good" and "Excellent" Ratings
	N=1,224
Classroom experience	94%
Availability of classes	92%
Variety of classes offered	88%
Quality of instruction	94%
Books and learning materials	87%
Class size	87%
Appearance/maintenance of the facility	96%
Campus safety/security	96%
Overall experience	94%

- Eighty-seven percent to 96% of the students taking non-credit offerings are satisfied with all aspects of their experience at Santiago Canyon College.

**Data Set 72. Santiago Canyon College Satisfaction Ratings by Community Members, 2012**

How would you best describe the educational experience at SCC?	N=400
Mostly Positive	75%
Mostly Disappointing	1%
Somewhere in Between	19%
Don't Know/Unsure	5%

Source: The Lewis Group, 2012

- Of the 400 community members who responded to a survey, 75% report satisfaction with their educational experiences at Santiago Canyon College.

## Implications for Planning

This profile of the RSCCCD community and its students highlights many benefits and successes including the following:

- A headcount of 27,910 students in credit courses and 16,222 students in non-credit courses in fall 2012.
- A service area population that is projected to grow by 6% in the coming decade.
- A need for the educational opportunities offered by colleges given the low level of adults' educational attainment within RSCCCD boundaries.
- Strong community outreach through a diverse range of noncredit programs.
- A youthful student population with the majority of students aged 29 or younger.
- Improving rates of students transferring to four-year institutions.
- High ranking of satisfaction with the colleges in surveys of credit students, non-credit students, and community members.

Five primary challenges for California community colleges are identified in Chapter 1 of this document. Based on data from internal and external scans presented in this chapter, those challenges are also RSCCCD's challenges in the coming decade.

1. Increase in Student Demand: How can RSCCCD serve a greater number of students?

RSCCCD's population is projected to grow by 6% by 2020. RSCCCD reduced the number of both credit and non-credit offerings in response to state-imposed workload reductions. But this reduction is contrary to the reality that the communities served by RSCCCD are continuing to grow in population. This population growth is especially challenging because the two cities projected to experience the greatest amount of population growth (Anaheim and Santa Ana) are the cities with the lowest median household income and the lowest levels of educational attainment for adult residents. These demographic trends are important factors to consider in RSCCCD planning for the credit and non-credit programs.

In addition to an increase in population with RSCCCD, the Great Recession has created an increase in student demand in two ways. First, adults are seeking career training to enhance their employment opportunities. Second, the state's universities have reduced the number of students in their freshman classes.

2. Emphasis on Degree and Certificate Completion: How can RSCCCD support student completion of degrees and certificates?

Economists project that approximately 60% of tomorrow's jobs will require postsecondary education. An educated workforce is needed to meet those demands and to help return the state and nation to economic stability. Although current rate of degree and certificate completion at RSCCCD is similar to other California community colleges, this rate is insufficient to meet the projected workforce needs.

Consequently, at the national level, President Obama set a target for each community college to triple the number of degrees and certificates awarded by 2020 and, at the state level, the Governor proposed in January 2013 that a plan be developed to base apportionment funding on degree and certificate completion rather than student enrollment at census.

Completion of degrees and certificates is a unique challenge within RSCCD because:

- About half of the residents who live within RSCCD boundaries do not speak English at home,
- The relatively low level of educational attainment of the residents who live within RSCCD boundaries make it less likely that there is at-home support for the pursuit of degree completion, and
- *Need data on student preparedness: Being underprepared for college-level work is a barrier to student achievement of an associate degree.*

3. California Achievement Gap: How can RSCCD support all students' success?

A recent statewide study provided evidence that among the African-American and Latino students who attend community colleges, proportionately fewer African-American and Latino students (26% and 22% respectively) completed a degree or certificate within six years compared to white and Asian Pacific Islanders (37% and 35% respectively). Proportionately, twice as many White students transfer to a four-year university than Latino students.

The race/ethnicity pattern in RSCCD's student population is a close approximation of the race/ethnicity of the population within RSCCD cities. In fall 2010, the slight differences are: a higher proportion of both Asian and Hispanic residents in the community compared to the student population (Asian: 17% versus 13%; Hispanic: 55% versus 54%) and a slightly lower proportion of both White and "Other" residents in the community compared to the student population (White: 24% versus 27%; Other: 2% versus 4%). Given these patterns of race/ethnicity distribution in the community and the student population, in RSCCD the achievement gap challenge is indistinguishable from the challenge to increase degree and certificate completion.

4. Adult Education Challenge: How can RSCCD meet the community's needs for adult education?

A December 2012 report from the Legislative Analyst's Office calls for a structuring of adult education programs statewide. Although the implications of this restructuring for RSCCD's continuing education programs are unknown at this early stage, changes in policy and/or regulations are likely. Support for adult education is evident in the Governor's January 2013 budget proposal to establish a block grant of \$300 million to support adult education programs in community colleges.

RSCCD serves almost 16,000 students each semester, making it one of the largest adult education programs in California. The largest programs are English as a Second Language and

vocational education. Given the educational attainment levels of the majority of the residents in the two largest cities in the district, the need for a program of continuing education for adult learners will remain high. However, state funding for non-credit programs is uncertain. *(Note: this section will be revised after the budget is approved.)*

5. Fiscal Challenge: How can RSCCD meet the increasing and wide-ranging needs of its community with reduced levels of state funding?

California community colleges have experienced five years of decline in state apportionment and funding for categorical programs, resulting in an overall decrease of 12% in the state funding for RSCCD. Although the Governor's 2013 budget proposal includes a 5% increase in state apportionment for community colleges, there will be no restoration of the funding that has been lost over the past five years.

If the state's budget remains solvent, the recovery in the level of state apportionment is likely to continue. Despite that recovery, the survival of state-supported systems, such as community college districts, is contingent on their ability to develop and implement sustainable cost-saving practices and to base fiscal decisions on data-driven planning.

The specific fiscal challenges for RSCCD are how to:

- Provide sufficient resources to maintain viable programs and services
- Acquire and retain qualified faculty and staff
- Maintain and develop adequate facilities
- Acquire and maintain appropriate technology

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
FEBRUARY 19, 2013**

**TEMPORARY ASSIGNMENT**

Padilla, Bertha  
General Office Clerk/ SBDC/ District

Effective: 02/20/13 – 6/30/13



Check Registers Submitted for Approval  
 Checks Written for Period 01/26/13 thru 02/08/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55833	General Fund Unrestricted	271.82	0.00	271.82	92*0338395	92*0338396
55834	General Fund Unrestricted	1,004.14	0.00	1,004.14	92*0338397	92*0338404
55835	General Fund Unrestricted	3,008.34	0.00	3,008.34	92*0338408	92*0338410
55836	General Fund Unrestricted	2,061.76	0.00	2,061.76	92*0338411	92*0338412
55841	General Fund Unrestricted	1,345.31	0.00	1,345.31	92*0338424	92*0338428
55842	General Fund Unrestricted	1,219.28	0.00	1,219.28	92*0338433	92*0338436
55843	General Fund Unrestricted	3,529.27	0.00	3,529.27	92*0338439	92*0338444
55844	General Fund Unrestricted	53,787.69	0.00	53,787.69	92*0338445	92*0338450
55852	General Fund Unrestricted	1,672,954.22	0.00	1,672,954.22	92*0338477	92*0338478
55853	General Fund Unrestricted	95,501.13	0.00	95,501.13	92*0338479	92*0338481
55856	General Fund Unrestricted	1,425.47	0.00	1,425.47	92*0338495	92*0338500
55857	General Fund Unrestricted	2,789.54	0.00	2,789.54	92*0338501	92*0338507
55858	General Fund Unrestricted	10,270.52	0.00	10,270.52	92*0338509	92*0338513
55859	General Fund Unrestricted	1,494.23	0.00	1,494.23	92*0338516	92*0338521
55861	General Fund Unrestricted	28,476.30	0.00	28,476.30	92*0338526	92*0338527
55863	General Fund Unrestricted	23,034.00	0.00	23,034.00	92*0338533	92*0338629
55867	General Fund Unrestricted	2,756.00	0.00	2,756.00	92*0338634	92*0338640
55868	General Fund Unrestricted	497,272.62	0.00	497,272.62	92*0338641	92*0338644
55872	General Fund Unrestricted	3,235.87	0.00	3,235.87	92*0338667	92*0338672
55873	General Fund Unrestricted	88.77	0.00	88.77	92*0338674	92*0338679
55874	General Fund Unrestricted	5,904.11	0.00	5,904.11	92*0338680	92*0338681
55878	General Fund Unrestricted	1,562.79	0.00	1,562.79	92*0338697	92*0338698
55880	General Fund Unrestricted	13,172.12	0.00	13,172.12	92*0338704	92*0338705
55882	General Fund Unrestricted	7,680.04	0.00	7,680.04	92*0338713	92*0338719
55884	General Fund Unrestricted	503.99	0.00	503.99	92*0338729	92*0338733
55885	General Fund Unrestricted	3,595.00	0.00	3,595.00	92*0338734	92*0338753
55889	General Fund Unrestricted	200.00	0.00	200.00	92*0338769	92*0338769
55892	General Fund Unrestricted	1,685.75	0.00	1,685.75	92*0338786	92*0338792
55893	General Fund Unrestricted	3,845.00	0.00	3,845.00	92*0338793	92*0338796
55894	General Fund Unrestricted	2,180.02	0.00	2,180.02	92*0338798	92*0338804
55895	General Fund Unrestricted	2,664.08	0.00	2,664.08	92*0338805	92*0338808
55900	General Fund Unrestricted	13,422.50	0.00	13,422.50	92*0338822	92*0338878
55901	General Fund Unrestricted	1,570.00	0.00	1,570.00	92*0338880	92*0338880
55918	General Fund Unrestricted	1,454.33	0.00	1,454.33	92*0340084	92*0340087
55920	General Fund Unrestricted	7,181.50	0.00	7,181.50	92*0340091	92*0340094
55921	General Fund Unrestricted	10,710.73	0.00	10,710.73	92*0340098	92*0340098
55922	General Fund Unrestricted	2,970.35	0.00	2,970.35	92*0340100	92*0340106
55956	General Fund Unrestricted	8,804.01	0.00	8,804.01	92*0342574	92*0342580
55957	General Fund Unrestricted	3,203.20	0.00	3,203.20	92*0342581	92*0342589
55959	General Fund Unrestricted	555.39	0.00	555.39	92*0342600	92*0342606
55961	General Fund Unrestricted	8,727.02	0.00	8,727.02	92*0342615	92*0342618

5.1 (1)

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55962	General Fund Unrestricted	737.25	0.00	737.25	92*0342621	92*0342624
<b>Total Fund 11 General Fund Unrestricted</b>		<u><u>\$2,507,855.46</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,507,855.46</u></u>		

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Checks Written for Period 01/26/13 thru 02/08/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55832	General Fund Restricted	250.00	0.00	250.00	92*0338380	92*0338389
55833	General Fund Restricted	1,259.86	0.00	1,259.86	92*0338390	92*0338394
55835	General Fund Restricted	4,549.36	0.00	4,549.36	92*0338406	92*0338407
55841	General Fund Restricted	1,227.84	0.00	1,227.84	92*0338423	92*0338429
55842	General Fund Restricted	2,348.15	0.00	2,348.15	92*0338430	92*0338438
55846	General Fund Restricted	5,150.28	0.00	5,150.28	92*0338454	92*0338456
55847	General Fund Restricted	1,894.86	0.00	1,894.86	92*0338457	92*0338461
55854	General Fund Restricted	239.10	0.00	239.10	92*0338485	92*0338485
55855	General Fund Restricted	5,063.80	0.00	5,063.80	92*0338486	92*0338494
55856	General Fund Restricted	312.68	0.00	312.68	92*0338498	92*0338498
55857	General Fund Restricted	634.67	0.00	634.67	92*0338502	92*0338503
55858	General Fund Restricted	6,898.23	0.00	6,898.23	92*0338510	92*0338511
55859	General Fund Restricted	1,442.43	0.00	1,442.43	92*0338514	92*0338522
55860	General Fund Restricted	81,852.65	0.00	81,852.65	92*0338523	92*0338524
55862	General Fund Restricted	397.86	0.00	397.86	92*0338528	92*0338532
55870	General Fund Restricted	230.37	0.00	230.37	92*0338660	92*0338662
55871	General Fund Restricted	11,837.41	0.00	11,837.41	92*0338663	92*0338666
55872	General Fund Restricted	633.74	0.00	633.74	92*0338668	92*0338673
55873	General Fund Restricted	1,086.37	0.00	1,086.37	92*0338675	92*0338678
55874	General Fund Restricted	1,487.38	0.00	1,487.38	92*0338682	92*0338682
55878	General Fund Restricted	155.00	0.00	155.00	92*0338699	92*0338699
55881	General Fund Restricted	5,758.08	0.00	5,758.08	92*0338706	92*0338712
55882	General Fund Restricted	17,055.93	0.00	17,055.93	92*0338715	92*0338720
55883	General Fund Restricted	1,339.45	0.00	1,339.45	92*0338721	92*0338726
55884	General Fund Restricted	881.01	0.00	881.01	92*0338727	92*0338732
55889	General Fund Restricted	670.80	0.00	670.80	92*0338767	92*0338768
55890	General Fund Restricted	1,451.45	0.00	1,451.45	92*0338770	92*0338775
55891	General Fund Restricted	1,742.31	0.00	1,742.31	92*0338776	92*0338784
55892	General Fund Restricted	1,392.74	0.00	1,392.74	92*0338785	92*0338790
55893	General Fund Restricted	6,086.42	0.00	6,086.42	92*0338794	92*0338797
55901	General Fund Restricted	1,091.32	0.00	1,091.32	92*0338881	92*0338882
55902	General Fund Restricted	7,211.00	0.00	7,211.00	92*0338883	92*0338883
55918	General Fund Restricted	1,460.50	0.00	1,460.50	92*0340081	92*0340088
55919	General Fund Restricted	59,202.74	0.00	59,202.74	92*0340090	92*0340090
55920	General Fund Restricted	2,555.92	0.00	2,555.92	92*0340092	92*0340092
55921	General Fund Restricted	10,406.40	0.00	10,406.40	92*0340095	92*0340095
55922	General Fund Restricted	204.15	0.00	204.15	92*0340099	92*0340099
55923	General Fund Restricted	1,697.66	0.00	1,697.66	92*0340107	92*0340116
55956	General Fund Restricted	44.86	0.00	44.86	92*0342577	92*0342577
55958	General Fund Restricted	4,940.90	0.00	4,940.90	92*0342590	92*0342599
55959	General Fund Restricted	1,019.73	0.00	1,019.73	92*0342603	92*0342604

5.1 (3)

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55961	General Fund Restricted	6,708.89	0.00	6,708.89	92*0342614	92*0342619
55962	General Fund Restricted	973.23	0.00	973.23	92*0342620	92*0342623
55964	General Fund Restricted	29,719.20	0.00	29,719.20	92*0342626	92*0342627
<b>Total Fund 12 General Fund Restricted</b>		<b><u>\$292,566.73</u></b>	<b><u>\$0.00</u></b>	<b><u>\$292,566.73</u></b>		

Check Registers Submitted for Approval  
 Checks Written for Period 01/26/13 thru 02/08/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55831	GF Unrestricted One-Time Func	13,766.30	0.00	13,766.30	92*0338379	92*0338379
55835	GF Unrestricted One-Time Func	2,538.00	0.00	2,538.00	92*0338405	92*0338405
55845	GF Unrestricted One-Time Func	12,941.26	0.00	12,941.26	92*0338451	92*0338453
55847	GF Unrestricted One-Time Func	1,800.00	0.00	1,800.00	92*0338459	92*0338459
55854	GF Unrestricted One-Time Func	740.93	0.00	740.93	92*0338482	92*0338484
55858	GF Unrestricted One-Time Func	8,546.34	0.00	8,546.34	92*0338508	92*0338508
55860	GF Unrestricted One-Time Func	48,928.17	0.00	48,928.17	92*0338525	92*0338525
55870	GF Unrestricted One-Time Func	5,732.88	0.00	5,732.88	92*0338656	92*0338659
55873	GF Unrestricted One-Time Func	32,205.89	0.00	32,205.89	92*0338677	92*0338677
55879	GF Unrestricted One-Time Func	16,458.66	0.00	16,458.66	92*0338700	92*0338703
55888	GF Unrestricted One-Time Func	12,741.51	0.00	12,741.51	92*0338764	92*0338766
55901	GF Unrestricted One-Time Func	2,322.00	0.00	2,322.00	92*0338879	92*0338879
55902	GF Unrestricted One-Time Func	11,563.06	0.00	11,563.06	92*0338884	92*0338884
55919	GF Unrestricted One-Time Func	101,757.60	0.00	101,757.60	92*0340089	92*0340089
55921	GF Unrestricted One-Time Func	33,357.41	0.00	33,357.41	92*0340096	92*0340097
55960	GF Unrestricted One-Time Func	62,443.97	0.00	62,443.97	92*0342607	92*0342613
55963	GF Unrestricted One-Time Func	165,571.30	0.00	165,571.30	92*0342625	92*0342625
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b><u>\$533,415.28</u></b>	<b><u>\$0.00</u></b>	<b><u>\$533,415.28</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55837	Child Development Fund	599.56	0.00	599.56	92*0338413	92*0338414
55848	Child Development Fund	1,332.90	0.00	1,332.90	92*0338462	92*0338464
55851	Child Development Fund	6,123.68	0.00	6,123.68	92*0338476	92*0338476
55864	Child Development Fund	1,235.39	0.00	1,235.39	92*0338630	92*0338631
55875	Child Development Fund	2,129.71	0.00	2,129.71	92*0338683	92*0338689
55896	Child Development Fund	3,157.08	0.00	3,157.08	92*0338809	92*0338816
<b>Total Fund 33 Child Development Fund</b>		<u><u>\$14,578.32</u></u>	<u><u>\$0.00</u></u>	<u><u>\$14,578.32</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55839	Capital Outlay Projects Fund	6,579.07	0.00	6,579.07	92*0338421	92*0338421
55850	Capital Outlay Projects Fund	32,289.26	0.00	32,289.26	92*0338473	92*0338475
55866	Capital Outlay Projects Fund	8,300.00	0.00	8,300.00	92*0338633	92*0338633
55869	Capital Outlay Projects Fund	5,750.00	0.00	5,750.00	92*0338645	92*0338655
55877	Capital Outlay Projects Fund	14,087.38	0.00	14,087.38	92*0338691	92*0338696
55887	Capital Outlay Projects Fund	12,411.09	0.00	12,411.09	92*0338758	92*0338763
55898	Capital Outlay Projects Fund	47,214.40	0.00	47,214.40	92*0338819	92*0338820
55925	Capital Outlay Projects Fund	52,193.10	0.00	52,193.10	92*0340119	92*0340121
<b>Total Fund 41 Capital Outlay Projects Fu</b>		<b><u>\$178,824.30</u></b>	<b><u>\$0.00</u></b>	<b><u>\$178,824.30</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55838	Bond Fund, Measure E	51,552.48	0.00	51,552.48	92*0338415	92*0338420
55840	Bond Fund, Measure E	500.00	0.00	500.00	92*0338422	92*0338422
55849	Bond Fund, Measure E	57,931.52	0.00	57,931.52	92*0338465	92*0338472
55865	Bond Fund, Measure E	6,283.00	0.00	6,283.00	92*0338632	92*0338632
55876	Bond Fund, Measure E	12,481.73	0.00	12,481.73	92*0338690	92*0338690
55886	Bond Fund, Measure E	12,707.23	0.00	12,707.23	92*0338754	92*0338757
55897	Bond Fund, Measure E	65,126.09	0.00	65,126.09	92*0338817	92*0338818
55924	Bond Fund, Measure E	11,553.67	0.00	11,553.67	92*0340117	92*0340118
<b>Total Fund 42 Bond Fund, Measure E</b>		<b><u>\$218,135.72</u></b>	<b><u>\$0.00</u></b>	<b><u>\$218,135.72</u></b>		



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55899	Property and Liability Fund	10,708.10	0.00	10,708.10	92*0338821	92*0338821
<b>Total Fund 61 Property and Liability Fund</b>		<u><u>\$10,708.10</u></u>	<u><u>\$0.00</u></u>	<u><u>\$10,708.10</u></u>		

**SUMMARY**

Total Fund 11 General Fund Unrestricted	2,507,855.46
Total Fund 12 General Fund Restricted	292,566.73
Total Fund 13 GF Unrestricted One-Time Fund	533,415.28
Total Fund 33 Child Development Fund	14,578.32
Total Fund 41 Capital Outlay Projects Fund	178,824.30
Total Fund 42 Bond Fund, Measure E	218,135.72
Total Fund 61 Property and Liability Fund	10,708.10
Grand Total:	<u><u>\$3,756,083.91</u></u>

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Additional Consulting Services Agreement - Facilities Planning & Program Services, Inc.	
Action:	Request for Approval	

**BACKGROUND**

On June 18, 2012, the Board of Trustees awarded a contract for consulting services to Facilities Planning & Program Services, Inc. (FPPS) to evaluate completed district construction projects to ensure the appropriate close-out with the Division of State Architect (DSA), assist in facilities planning projects, assist in the district-wide surveillance project, development of an updated district-wide Scheduled Maintenance Program and evaluate energy savings options including coordinating the design and implementation plans for central (chiller) plants at both main campuses. FPPS is also evaluating selected district facilities to evaluate seismic retrofitting options and providing oversight for various district construction projects. Mr. Ron Beeler and his staff have been assisting the district with these projects and also evaluating and pursuing energy conservation grants for the district to augment existing district projects.

**ANALYSIS**

The current approved contract for consulting services expires on June 30, 2013. In order to continue progress on currently assigned projects, augment facilities planning staff support services, assist in expediting program planning for additional projects and assist with various operational facilities planning issues, it is requested that the current agreement for consulting services be amended through June 30, 2013. The original annual contract proposal is \$395,000 plus reimbursable expenses. The proposed amended contract for services through June 30, 2013 is a not to exceed amount of \$685,000 plus reimbursable expenses (estimated at \$30,000).

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the consulting services agreement for Facilities Planning & Program Services, Inc. as presented through June 30, 2013.

Fiscal Impact:	\$685,000 plus reimbursables	Board Date: February 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



FACILITIES PLANNING & PROGRAM SERVICES, INC.

January 29, 2013

Rancho Santiago CCD  
Atten: Peter Hardash, Vice Chancellor  
2323 N Broadway  
Santa Ana, CA 92706

Attention: Mr. Peter Hardash

RE: Amended Contract for additional Services

Facilities Planning and Program Services, Inc. ("FPPS") proposes to provide **additional amended** consulting services to Rancho Santiago Community College District (RSCCD) including, but not limited to, the following:

- Assist RSCCD Facilities Staff in the District's construction program, ensuring compliance with legal and contractual requirements and District policies and objectives.
- Assist with the review of construction plans and drawings to ensure conformance with District requirements.
- Assist the District with securing sources of funding for the District's building programs.
- Assist with the preparation of plans and compliance reporting with Federal, State, Regulatory and local health and safety agencies.
- Assist with the preparation and monitor the implementation of an energy management plan for the District.
- Assist with the preparation of annual plans for submission to the California Community College Chancellor's Office, including, but not limited to, Space Inventories, IPP's and FPP's.
- Prepare and maintain a variety of reports and records related to facilities management functions, operations and activities.
- Assist with the preparation of the annual filing of the five-year plans for facilities and scheduled maintenance by the State.
- Assist with resolving claims and lawsuits involving the District's building program.
- Participate in meetings as required
- Provide assistance in Closing out projects with the Division of the State Architect.
- Provide assistance to the District/Campuses in the implementation of their respective Facilities Master Plans

In addition to the above FPPS proposes to assist the District as an extension of the District Facilities Department in the development of a scheduled maintenance program and the development and implementation of projects identified as priorities in the Scheduled Maintenance Program. FPPS will continue to work with District Staff and Consultants in the implementation of the Camera and Wireless projects, Dunlap Hall, and the development of ADA projects, central plant projects, energy efficiency projects, the development of the District Wide Master Planning Project and any other projects as assigned by the Vice Chancellor of Business Operation/Fiscal Services. In order to accomplish the above work FPPS will bring on additional staff for the first six months of the fiscal year beginning July 1, 2012. If this person is needed beyond the first six months of FY 2012 then the contract will be amended to continue this effort. This amended proposal will include another 6 months of services per the above mentioned scope of work. Also, the District has requested that FPPS add an additional person to assist in the implementation of smaller projects at the campus and oversee those projects through the end of this fiscal year ending June 30, 2013.

FPPS can provide a variety of services with the assistance of a Project Team if the District so desires at a hourly rate and titles as described in the attached **“Appendix A”** of this document.

FPPS is pleased to offer this proposal in order to amend our services to Rancho Santiago Community College District from July 1, 2012 through to June 30, 2013 from \$425,000 to \$685,000 due to the increased scope of work. Total reimbursable expenses are set forth in this proposal under **“Appendix B”** and are in the above stated contract amount. Should you wish to discuss this proposal further, please call me at (714) 267-7209.

Thank you for allowing FPPS the opportunity to offer its services to Rancho Santiago Community College District.

Sincerely,



Ron Beeler, President  
Facilities Planning & Program Services, Inc  
22607 La Palma Ave. Suite 407  
Yorba Linda, CA 92887

Office #: (714) 692-5400  
Cell#: (714) 267-7209

# **Proposal for Independent Contractor Services between Rancho Santiago CCD and FPPS**

## **Appendix A**

### **Project Team:**

The proposed project team will be as follows:

Project Manager (Ron Beeler)	\$150.00/Hr
District Project Manager (Bob Partridge)	\$175.00/Hr
Project Leader(s) (Ava Hill)	\$ 95.00/Hr
Technical Support Staff (Natassia Melendrez)	\$ 70.00/Hr
Administrative Support Staff (Terra Dymond)	\$ 60.00/Hr
Specialty Consultant (Scott Connor) Program Manager	\$125.00/Hr
Specialty Consultant (TBD) Project Implementation	\$125,00

## **Proposal for Independent Contractor Services between Rancho Santiago Community College District and FPPS**

### **Appendix B**

District Shall Reimburse FPPS at cost, a reasonable sum for out-of-pocket expenses listed in this Exhibit that are incurred and paid for by FPPS in furtherance of performance of FPPS obligations under this proposal, but only to the extent that such expenses are generated in connection with the operation of projects assigned and only to the extent authorized by Rancho Santiago Community College District.

1. Printing and reproduction expenses for documents beyond that which is included in this proposal;
2. Express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as, but not limited to , timesheets, expense reports, inter-office memoranda, invoices, etc.);
3. Mileage at IRS rate
4. Out of town travel as approved in advance by District Representative
5. Regulatory agency and permit-filing fees that are specific to the project;

**Total Reimbursable Expense = \$30,000**

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Additional Geotechnical Testing Services for the Soccer Field and Football Facilities at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On May 10, 2010 the Board of Trustees approved an agreement with Koury Geotechnical Services, Inc. to perform geotechnical and construction observation during construction of the new Soccer Field and Football Facilities at Santa Ana College.

**ANALYSIS:**

The original amount was estimated at \$44,000.00 based on project scope, plan review and Division of State Architect (DSA) Test and Inspection requirements. Due to weather related delays and the revised construction schedule; Koury Geotechnical Services, Inc. has based their additional fees on their best estimate of required inspection period to complete the project. This estimate requires additional compensation in the amount of \$23,794.75 as noted in the attached proposal, dated January 14, 2013. The new contract total for this project is \$67,794.75

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve these additional testing services for the Santa Ana College Soccer Field and Football Facilities from Koury Geotechnical Services, Inc. as presented.

Fiscal Impact:	\$23,794.75	Board Date: February 19, 2013
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	





January 14, 2013  
 Rancho Santiago Community College  
 Mr. Alex Oviedo  
 2323 North Broadway Suite 112  
 Santa Ana, CA 92706-1640

RE: Geotechnical Monitoring Geotechnical Lab Testing – Change Order No. 1

PROJECT: Santa Ana College Athletic Fields Improvements Soccer Field & Football Facilities, St. Alignment/  
 Cul De Sac & Parking Lot Extension  
 1530 West 17th Street, Santa Ana, CA 92706-1640  
 Koury Project No. 12-0090 and 12-0212 – Purchase Order no. 12-P0022381  
 DSA App no. 04-111928, 04-111929

Dear Alex,

This letter is to formally notify you regarding; project budget status for contracted scope of work.

• Original Budget Contract Amount - Geotechnical Monitoring Geotechnical Lab Testing (includes 04-111928 & 04-111929)	\$ 44,100.00
• Total billed to date: <u>App #04-111929</u> (billed thru last invoice)	\$ 19,599.50
• Total billed to date: <u>App #04-111928</u> (billed thru last invoice)	\$ 24,964.75
• Unpaid Invoices for <u>App #04-111929</u> (date of service) 11/1- 12/31/12	\$ 2,271.50
• Unpaid Invoices for <u>App #04-111928</u> (date of service) 11/1- 12/31/12	\$ 6,436.00
• <u>Contract Amount Remaining (App# 04-111928)</u>	\$ 0.00
• <u>Contract Amount Remaining (App# 04-111929)</u>	\$ 2,450.50

Total Amount Requested for Change Order no. 01 (Includes Overbudget Amount)	\$ 23,794.75
<b>Anticipated cost for remaining Geotechnical Monitoring Geotechnical Lab Testing</b>	

- Geotechnical Monitoring
- Geotechnical Laboratory Testing
- Final Geotechnical Verified Report (GVR) DSA-293
- Project Coordination/ Sr Engineer, Project Manager, Field Supervisor, Admin

**Please Note:** This is an anticipated cost for remaining scope of work, if any amendments/ revisions to this change order is requested by the district, please contact me at (909) 606-6111 ext. 403 or via e-mail [RachelR@KouryGeo.com](mailto:RachelR@KouryGeo.com)

Thank you,

*Rachel Russell Baugh*

Ms. Rachel Russell-Baugh  
 Project Manager  
 Koury Geotechnical Services, Inc.  
 14280 Euclid Avenue, Chino, CA 91710

(See next page for Budget Estimate)

**"Estimated" Budget Breakdown - For Change Order no. 01 (Amendment to Original Contract Budget)**

**Geotechnical Monitoring (Construction Observation) and Geotechnical Laboratory Testing**

**Santa Ana College Athletic Fields Improvements Soccer Field & Football Facilities, St. Alignment/Cul De Sac & Parking Lot Extension**

**Rancho Santiago Community College District**

**Attention: Alex Oviedo**

**Proposal Prepared Using Baseline Construction Schedule Revision Update through Dec 17th, 2012**

**GEOTECHNICAL MONITORING**

<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount</u>
Soils Technician - Construction Observation and Testing ( Approx 3-4 weeks (non-continuous) periodic only. Anticipated 4 or 8 hour work day minimums. (includes: Excavate footings, 1/17 & 1/24, amend site soil 5/2/13, Rough grade 4/28/13, import base/grade field 5/1/13. On an as needed basis.	180	Hourly	\$ 78.50	\$ 13,770.00
Nuclear Gauge	10	Daily	\$ 35.00	\$ 350.00
<b>TOTAL ESTIMATED OBSERVATION/ MONITORING FEES</b>				<b>\$ 14,120.00</b>

**LABORATORY MATERIALS TESTING**

<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount</u>
Geotechnical Laboratory Testing - Max Density, AC Marshall, etc.			Estimate	\$ 1,000.00
Final Geotechnical Verified Report (GVR) DSA-263	2	Report	Fixed	\$ 2,000.00
<b>TOTAL ESTIMATED LABORATORY FEES &amp; REPORT</b>				<b>\$ 3,000.00</b>

**PROJECT COORDINATION**

<u>DESCRIPTION</u>	<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount</u>
Staff Engineer	8	Hourly	\$ 100.00	\$ 800.00
Senior Geotechnical Engineer	12	Hourly	\$ 150.00	\$ 1,800.00
Project Manager - Field Supervisor	8	Hourly	\$ 95.00	\$ 760.00
Drafter	4	Hourly	\$ 55.00	\$ 220.00
Admin	4	Hourly	\$ 45.00	\$ 180.00
<b>TOTAL PROJECT COORDINATION FEES</b>				<b>\$ 3,760.00</b>

**TASK SUMMARY & TOTAL ESTIMATED FEES**

Inspection Fees	\$ 14,120.00
Includes: Amount Overbudget (Athletic Field Improvements) (DSA #04-111828)	\$ 2,914.75
Laboratory Testing Fees	\$ 3,000.00
Project Coordination	\$ 3,760.00
<b>\$ 23,794.75</b>	



MASTER SCHEDULE OF FEES

12-0090 Prevailing Wage

\*\*\*Revised Rates Due to Local 12 Guidelines as of July 1, 2012\*\*\*

Table with columns for item description, Contract Unit Rate 3/13/12, and Revised Unit Rate - 7/1/12. Categories include GEOTECHNICAL MONITORING, LABORATORY TESTING SERVICES (ASTM Physical Characteristics, SOIL AND AGGREGATE, CHEMICAL PROPERTIES, ASPHALT CONCRETE), LABORATORY HOURS, and EXCLUDED - SAMPLE PICK UP CHARGES.

**ADMINISTRATIVE SERVICES**

Administrative Office Support Faxed.....	\$ 50.00 Per Hour
Project Task Analysis & Tracking.....	\$ 65.00 Per Hour
Report Faxed, Copied or Sent by US Mail.....	\$ 1.50 Per Sheet
File Retrieval from Archive .....	\$ 40.00 Per File
Express / Delivered .....	\$ Cost Plus 20%

**MISCELLANEOUS SUPPORT FEES**

Test Rush Tracking .....	Cost Plus 15%
Subsistence Pay .....	Quote
Travel Cost (Out of town work) .....	Cost Plus 20%
Sample Disposal .....	Quote
Parking .....	Cost Plus 20%

**ENGINEERING AND PROFESSIONAL SERVICES**

Senior Engineer/ Senior Geologist.....	\$ 150.00 Per Hour
Staff Engineer/Geologist .....	\$ 100.00 Per Hour
Project Manager / Field Supervisor.....	\$ 95.00 Per Hour
Administration .....	\$ 45.00 Per Hour
Drafter .....	\$ 60.00 Per Hour
Test Technicians Lab – Materials .....	\$ 65.00 Per Hour
Test Technicians away from Lab (regular time per hour).....	\$ 75.00 Per Hour
Technician Report for Special Services / Off Site Testing .....	\$ 200.00 Each
Certified Payroll Process per Project Invoice .....	\$ 150.00 Bi-Monthly
Court Appearance (4-Hour Minimum) .....	\$ 350.00 Per Hour
Preparation for Court, Consultation (in our Office).....	\$ 250.00 Per Hour
Preparation for Court, Consultation (Out of our Office, 4-Hour Minimum) .....	\$ 250.00 Per Hour
Expert Witness Testimony (Corporate Officers and Engineers) .....	Quotation
Deposition (portal to Portal, 4-Hour Minimum).....	\$ 275.00 Per Hour

**\*REPORTS**

Interim Report from Engineer.....	\$ 500.00 Each
Final Grading / Compaction Report (Comprehensive).....	\$2,500.00** Each
Final Geotechnical Verified Report (GVR) DSA-293 (Required for DSA Projects) .....	\$1,000.00** Each
Pad Certificate Report .....	\$1,500.00** Each
Utility Trench Compaction Report .....	\$2,500.00** Each
Wall Backfill Report .....	\$1,500.00** Each
Monthly Interim In-Grading Report.....	\$1,000.00** Each
Pile/Shoring Monitoring Report .....	\$2,000.00** Each
Plan Review (Grading/ Foundation).....	\$1,000.00** Each

\*The Fees indicated are the reports values and include senior engineer timing needed to review and stamp the report. Engineering staff and drafter times to prepare the reports are not included in the fees and will be billed separately and upon project's progress.

\*\*Each report includes a set of 3 stamped volumes. Any extra duplication will cost \$150.00. The above indicated report fees are applicable unless quoted otherwise in project's specific proposal and contract.

12:02 PM  
 01/14/13  
 Accrual Basis

**Koury Geotechnical Services, Inc. DSA App#04-111928**  
**Sales by Item Summary - Athletic Field Improvements**  
 February 13 through December 31, 2012

		Feb 13 - Dec 31, 12			
		Qty	Amount	% of Sales	Avg Price
<b>Service</b>					
<b>100 ENGINEERING?GEOLOGY</b>					
101 Office Snr Eng/Geo		3	450.00	1.8%	150.00
120 RFI Response		5.5	825.00	3.3%	150.00
<b>Total 100 ENGINEERING?GEOLOGY</b>		8.50	1,275.00	5.1%	150.00
<b>200 FIELD ENGINEERING</b>					
201 Geotechnical Technician		269	20,538.50	82.3%	76.35
<b>Total 200 FIELD ENGINEERING</b>		269.00	20,538.50	82.3%	76.35
<b>300 LABORATORY TESTING</b>					
319 Maximum Density		5	675.00	2.7%	135.00
325 Expansion Index Test		1	95.00	0.4%	95.00
<b>Total 300 LABORATORY TESTING</b>		6.00	770.00	3.1%	128.33
<b>500 CLERICAL</b>					
501 AdmIn Work		4.5	227.50	0.9%	50.56
504 Expedite Fee		1	75.00	0.3%	75.00
507 Project Manager		8.25	783.75	3.1%	95.00
<b>Total 500 CLERICAL</b>		13.75	1,086.25	4.4%	79.00
<b>800 EQUIPMENT</b>					
802 Nuclear Gauge Charge		37	1,295.00	5.2%	35.00
<b>Total 800 EQUIPMENT</b>		37.00	1,295.00	5.2%	35.00
<b>Total Service</b>		334.25	24,964.75	100.0%	74.69
<b>TOTAL</b>		334.25	24,964.75	100.0%	74.69

12:07 PM  
 01/14/13  
 Accrual Basis

**Koury Geotechnical Services, Inc. DSA App#04-111929**  
**Sales by Item Summary - Street Alignment Cul De Sac & Prkng**  
 February 29 through December 31, 2012

	Feb 29 - Dec 31, 12			
	Qty	Amount	% of Sales	Avg Price
<b>Service</b>				
<b>200 FIELD ENGINEERING</b>				
201 Geotechnical Technician	229	17,183.50	87.7%	75.04
232 Job Meetings Staff Eng/Geo	4	296.00	1.5%	74.00
<b>Total 200 FIELD ENGINEERING</b>	233.00	17,479.50	89.2%	75.02
<b>300 LABORATORY TESTING</b>				
319 Maximum Density	3	425.00	2.2%	141.67
<b>Total 300 LABORATORY TESTING</b>	3.00	425.00	2.2%	141.67
<b>500 CLERICAL</b>				
501 Admin Work	2	90.00	0.5%	45.00
507 Project Manager	4	380.00	1.9%	95.00
<b>Total 500 CLERICAL</b>	6.00	470.00	2.4%	78.33
<b>800 EQUIPMENT</b>				
802 Nuclear Gauge Charge	35	1,225.00	6.3%	35.00
<b>Total 800 EQUIPMENT</b>	35.00	1,225.00	6.3%	35.00
<b>Total Service</b>	277.00	19,599.50	100.0%	70.76
<b>TOTAL</b>	277	19,599.50	100.0%	70.76

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Change Order #4, Bid #1179 – Soccer Field and Football Facilities at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND**

On January 17, 2012, the Board awarded a contract to Los Angeles Engineering Inc. for Bid #1179, Soccer Field and Football Facilities at Santa Ana College.

**ANALYSIS**

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

Change Order #4 increases the contract by \$56,403.52. The revised contract amount is \$5,426,188.24. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 5.30% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order #4, Bid #1179 for Los Angeles Engineering Inc., Soccer Field and Football Facilities at Santa Ana College as presented.

Fiscal Impact:	\$56,403.52	Board Date: February 19, 2013
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

<h1 style="margin: 0;">CHANGE ORDER</h1>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: <i>New Soccer Field and Football Facilities</i>		<i>1179</i>	P.O. # <i>P000259</i> #04-111928
Contractor:	<i>Los Angeles Engineering Inc.</i>	Change Order No. <b>4</b>	
Architect:	<i>Westberg-White, Inc.</i>	Date: <i>January 15, 2013</i>	

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

<b>SUMMARY OF CONTRACT PRICE</b>		
Original Contract Amount		\$5,152,820.00
Previous Change Orders	\$216,964.72	
This Change Order	\$56,403.52	
Total Change Orders		\$273,368.24
Revised Contract Amount		\$5,426,188.24
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		May 15, 2013
Revised Contract Completion Date		June 7, 2013
RSCCD Board Approval Date		February 4, 2013

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



# CHANGE ORDER

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

Project: *New Soccer Field and Football Facilities*

Bid No. *1179*

P.O. # *P000259*

D.S.A. No. *#04-111928*

Contractor: *Los Angeles Engineering Inc.*

Change Order No. *4*

Architect: *Westberg-White, Inc.*

Date: *January 15, 2013*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Bundle conduits to be installed adjacent to footing at the Concession Building.</p> <p><u>REASON:</u> Move conduits to accommodate footing.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$6,160.13
2.0	<p><u>DESCRIPTION:</u> Install pull box to accommodate existing conduits discovered at N/E corner of Building No. 4.</p> <p><u>REASON:</u> Unforeseen condition.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$1,434.48
3.0	<p><u>DESCRIPTION:</u> Provide additional temporary signage and fencing.</p> <p><u>REASON:</u> Maintain scheduled parking lot #12 &amp; #13 opening.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$2,304.51
4.0	<p><u>DESCRIPTION:</u> Add reinforcing steel at fence posts to match detail on Phase I plans.</p> <p><u>REASON:</u> Facilitate fence post installation.</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$6,547.00

# CHANGE ORDER

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

Project: <i>New Soccer Field and Football Facilities</i>		Bid No. <i>1179</i>	P.O. # <i>P000259</i>
Contractor: <i>Los Angeles Engineering Inc.</i>		D.S.A. No. <i>#04-111928</i>	
Architect: <i>Westberg-White, Inc.</i>		Change Order No. <i>4</i>	
		Date: <i>January 15, 2013</i>	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p><u>DESCRIPTION:</u> Additional over-excavation and backfill required per soil engineer's field directive (walls, pilasters &amp; benches.)</p> <p><u>REASON:</u> Existing soils conditions are unsatisfactory.</p> <p><u>REQUESTOR:</u> Soil Engineer</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$31,168.87
6.0	<p><u>DESCRIPTION:</u> Additional over-excavation and backfill required per soil engineer's field directive (Building No. 3 &amp; No. 5 foundations.)</p> <p><u>REASON:</u> Existing soils conditions are unsatisfactory.</p> <p><u>REQUESTOR:</u> Soil Engineer</p> <p><u>TIME EXTENSION:</u> 0 - Calendar days.</p>		\$8,788.53
<b>Sub-Total</b>		<b>\$0.00</b>	<b>\$56,403.52</b>
<b>Total</b>			<b>\$56,403.52</b>

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Adoption of Resolution No. 13-02 - Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board of Trustees awarded a contract to Interpipe Construction, Inc. for Bid #1140, Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College.

**ANALYSIS:**

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 13-02 as well as Exhibit A.

Resolution No 13-02 and Change Order #9 as outlined, increases the contract by \$33,691.19. The revised contract amount is \$971,538.35. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 32.14% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. This resolution has been reviewed by legal counsel, Hugh Lee, and is acceptable.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 13-02, Interpipe Construction, Inc. for Bid #1140, Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$33,691.19	Board Date: February 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE  
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO  
CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

**RESOLUTION NO. 13-02**

**WHEREAS**, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Santiago Canyon College Athletics/Aquatic Complex, (“Project”) to Interpipe Contracting, Inc. (“Contractor”);

**WHEREAS**, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including changing mixing valves, adding shut off valves, removing mud and water and installing new storm drain. This item is more fully described in Exhibit “A”;

**WHEREAS**, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

**WHEREAS**, the total cost of the Change Order is \$33,691.19 and exceeds the limitations set forth in Public Contract Code Section 20659;

**WHEREAS**, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

**WHEREAS**, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

**WHEREAS**, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

**WHEREAS**, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

**WHEREAS**, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

**NOW, THEREFORE**, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

**Section 1.** That all of the recitals set forth above are true and correct, and the Board so finds and determines.

**Section 2.** That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

**Section 3.** That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

**Section 4.** That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

**Section 5.** That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Rancho Santiago Community College District this 19<sup>th</sup> day of February, 2013, by the following vote:

AYES:	<u>6 Trustees: Alvarez, Barrios, Labrado, Mendoza Yanez, Solorio, Yarbrough</u>
NOES:	<u>0 Trustees</u>
ABSENT:	<u>1 Trustee: Hanna</u>
ABSTAINED:	<u>0 Trustees</u>

I, Arianna P. Barrios, President of the Rancho Santiago Community College District Governing Board, do hereby certif. that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

\_\_\_\_\_  
President of the Board of Trustees  
Rancho Santiago Community College District

I, Lawrence R. Labrado, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, d hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 19<sup>th</sup> day of February, 2013, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 19<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
Clerk of the Board of Trustees  
Rancho Santiago Community College District

**EXHIBIT "A"**

**CHANGE ORDER FOR ADDITIONAL WORK RELATD TO  
THE SANTIAGO CANYON COLLEGE ATHLETICS AND AQUATICS COMPLEX**

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Aquatic & Athletic 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. 9		
Architect: The Austin Company	Date: February 6, 2013		

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$735,190.00
Previous Change Orders	\$202,657.16	
This Change Order	\$33,691.19	
Total Change Orders		\$236,348.35
Revised Contract Amount		\$971,538.35
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		February 19, 2013

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

# CHANGE ORDER

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

Project: Aquatic & Athletic 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. 9	
Architect: The Austin Company	Date: January 11, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Removal and installation of three mixing valves per request for information 420</p> <p><u>REASON:</u> Original valves not adequately meeting the required water temperature</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$21,634.76
2.0	<p><u>DESCRIPTION:</u> Provide two additional shut off valves to the gas lines for the pool water heater equipment</p> <p><u>REASON:</u> Allow the boilers to be shut off during an emergency</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,555.09
3.0	<p><u>DESCRIPTION:</u> Remove mud and water at north side of building</p> <p><u>REASON:</u> Due to inclement weather (Unforeseen condition)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,681.00
4.0	<p><u>DESCRIPTION:</u> Install new 6" storm drain to new location for manhole at new elevations (Unforeseen Condition)</p> <p><u>REASON:</u> Allow for completion of fire lane road</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$6,820.34
Sub-Total		\$0.00	\$33,691.19
Total			\$33,691.19



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

To:	Board of Trustees	Date: February 19, 2013
Re:	Adoption of Resolution No. 13-07 – Landscaping for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Adoption	

**BACKGROUND:**

On June 20, 2011, the Board awarded a contract to Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Athletic/Aquatic Complex at Santiago Canyon College. This is the completion contract originally awarded to Sierra Landscape.

**ANALYSIS:**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 13-07 as well as Exhibit A.

Resolution 13-07 and Change Order #3 as outlined, increases the contract by \$6,818.72. The revised contract amount is \$122,197.38. 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 35.78% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 13-07, Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$6,818.72	Board Date: February 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO TROPICAL  
PLAZA NURSERY FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO  
CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

**RESOLUTION NO. 13-07**

**WHEREAS**, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Athletic/Aquatic Complex at Santiago Canyon College, (“Project”) to Tropical Plaza Nursery (“Contractor”);

**WHEREAS**, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including replacing plant material as more fully set forth in Exhibit “A”;

**WHEREAS**, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

**WHEREAS**, the total cost for the Change Order is \$6,818.72 and exceeds the limitations set forth in Public Contract Code Section 20659;

**WHEREAS**, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

**WHEREAS**, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

**WHEREAS**, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

**WHEREAS**, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

**WHEREAS**, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

**NOW, THEREFORE**, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

**Section 1.** That all of the recitals set forth above are true and correct, and the Board so finds and determines.

**Section 2.** That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

**Section 3.** That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

**Section 4.** That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

**Section 5.** That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Rancho Santiago Community College District this 19th of February, 2013, by the following vote:

AYES:	<u>6 Trustees: Alvarez, Barrios, Labrado, Mendoza Yanez, Solorio, Yarbrough</u>
NOES:	<u>0 Trustee</u>
ABSENT:	<u>1 Trustee: Hanna</u>
ABSTAINED:	<u>0 Trustee</u>

I, Arianna P. Barrios, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

\_\_\_\_\_  
President of the Board of Trustees  
Rancho Santiago Community College District

I, Lawrence R. Labrado, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 19th day of February, 2013, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 19th day of February 2013.

\_\_\_\_\_  
Clerk of the Board of Trustees  
Rancho Santiago Community College District

**EXHIBIT "A"**

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO  
THE SANTIAGO CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX***

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1134	P.O. # 12-P0019621	
	D.S.A. No.	04-109232	
Contractor: Tropical Plaza Nursery	Change Order No.	3	
Architect: The Austin Company	Date:	January 29, 2013	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$89,998.00
Previous Change Orders	\$25,380.66	
This Change Order	\$6,818.72	
Total Change Orders		\$32,199.38
Revised Contract Amount		\$122,197.38
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		March 31, 2012
Revised Contract Completion Date		
RSCCD Board Approval Date		February 19, 2013

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

# CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1136	P.O. # 12-P0019621
	D.S.A. No. 04-109232	
Contractor: Tropical Plaza Nursery	Change Order No. 3	
Architect: The Austin Company	Date: January 29, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide labor and material to replace plant material at the stairway of walk of champions</p> <p><u>REASON:</u> Damage caused by inclement weather and broken water mainline (Unforeseen Condition)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$6,818.72
Sub-Total		\$0.00	\$6,818.72
Total			\$6,818.72

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Adoption of Resolution No. 13-08 – Concrete for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Adoption	

**BACKGROUND:**

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension at Santiago Canyon College. Guy Yocom Construction, Inc. is the completion contractor for Tidwell Concrete.

**ANALYSIS:**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 13-08 as well as Exhibit A.

Resolution 13-08 and Change Order #9 as outlined, increases the contract by \$32,718.55. The revised contract amount is \$469,100.83. Staff was able to negotiate a cost savings of \$790.52. 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 52.33% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 13-08, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$32,718.55	Board Date: February 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO GUY YOCOM  
CONSTRUCTION, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO  
CANYON COLLEGE LOOP ROAD EXTENSION**

**RESOLUTION NO. 13-08**

**WHEREAS**, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Loop Road Extension at Santiago Canyon College, (“Project”) to Guy Yocom Construction, Inc. (“Contractor”);

**WHEREAS**, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including adding truncated domes at handicap ramps and replacing concrete corner to meet ADA requirements. These items are more fully described in Exhibit “A”;

**WHEREAS**, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

**WHEREAS**, the total cost for the Change Order is \$32,718.55 and exceeds the limitations set forth in Public Contract Code Section 20659;

**WHEREAS**, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

**WHEREAS**, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

**WHEREAS**, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

**WHEREAS**, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

**WHEREAS**, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

**NOW, THEREFORE**, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

**Section 1.** That all of the recitals set forth above are true and correct, and the Board so finds and determines.



**Section 3.** That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

**Section 4.** That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

**Section 5.** That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Rancho Santiago Community College District this 19th day of February, 2013, by the following vote:

AYES:	<u>6 Trustees: Alvarez, Barrios, Labrado, Mendoza Yanez, Solorio, Yarbrough</u>
NOES:	<u>0 Trustee</u>
ABSENT:	<u>1 Trustee: Hanna</u>
ABSTAINED:	<u>0 Trustee</u>

I, Arianna P. Barrios, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

\_\_\_\_\_  
President of the Board of Trustees  
Rancho Santiago Community College District

I, Lawrence R. Labrado, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 19th day of February, 2013, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 19th day of February, 2013.

\_\_\_\_\_  
Clerk of the Board of Trustees  
Rancho Santiago Community College District

**EXHIBIT "A"**

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO  
THE SANTIAGO CANYON COLLEGE LOOP ROAD EXTENSION***

# CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension

Bid No. 1136 P.O. # 10-BP000257

D.S.A. No. 04-110594

Contractor: Guy Yocom Construction

Change Order No. 9

Architect: LPA Inc

Date: January 30, 2013

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

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$307,950.00
Previous Change Orders	\$128,432.28	
This Change Order	\$32,718.55	
Total Change Orders		\$161,150.83
Revised Contract Amount		\$469,100.83
Previous Time Extensions	7 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		7 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 26, 2011
RSCCD Board Approval Date		February 19, 2013

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Seville CS

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Date

# CHANGE ORDER

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

Project: Santiago Canyon College Loop Road Extension		Bid No. 1136	P.O. # 10-BP000257
Contractor: Guy Yocom Construction		D.S.A. No. 04-110594	
Architect: LPA Inc		Change Order No. 9	
		Date: January 30, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Labor and material to install truncated domes at handicap ramps per architects punchlist dated November 26, 2012 (Original cost \$2,100.11)</p> <p><u>REASON:</u> The sidewalk will not meet the American Disability Act (ADA) code requirements and also a safety measure precaution</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,309.59
2.0	<p><u>DESCRIPTION:</u> Provide labor and material to remove and replace existing sidewalk on campus</p> <p><u>REASON:</u> The existing sidewalk at the north west parking lot will not meet the code requirements of the American Disability Act (ADA)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$31,408.96
Sub-Total		\$0.00	\$32,718.55
Total			\$32,718.55

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Adoption of Resolution No. 13-10 - Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board of Trustees awarded a contract to Interpipe Construction, Inc. for Bid #1140, Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College.

**ANALYSIS:**

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 13-10 as well as Exhibit A.

Resolution No. 13-10 and Change Order #10 as outlined, increases the contract by \$14,410.46. The revised contract amount is \$985,948.81. Staff was able to negotiate a cost savings of \$6,000.00. 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 34.10% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. This resolution has been reviewed by legal counsel, Hugh Lee, and is acceptable.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees adopt Resolution No. 13-10, Interpipe Construction, Inc. for Bid #1140, Plumbing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$14,410.46	Board Date: February 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**BEFORE THE GOVERNING BOARD OF THE  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE  
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO  
CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

**RESOLUTION NO. 13-10**

**WHEREAS**, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Santiago Canyon College Athletics/Aquatic Complex, (“Project”) to Interpipe Contracting, Inc. (“Contractor”);

**WHEREAS**, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including replacing existing fire domestic connection at alternate location, rerouting sewer line and installing new storm drain. This item is more fully described in Exhibit “A”;

**WHEREAS**, the Contractor is intimately familiar with the Project and is ready, willing and able to perform the additional work set forth in the Change Order;

**WHEREAS**, the total cost of the Change Order is \$14,410.46 and exceeds the limitations set forth in Public Contract Code Section 20659;

**WHEREAS**, it would be more costly and time-consuming to bid this additional work since it is integral to the Project and the work being performed by the Contractor;

**WHEREAS**, competitive bidding the additional work covered by the Change Order would result in the delay of the completion of the Project;

**WHEREAS**, the additional work must be performed before the Project can be completed and failure to complete the Project will disrupt the education of students;

**WHEREAS**, it would work an incongruity and not produce any advantage to the District to competitively bid the Change Order since such competitive bid work could result in multiple contractors being required to perform work more efficiently and effectively performed by one contractor; and

**WHEREAS**, Meakin v. Steveland (1977) 68 Cal.App.3d 490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348 holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

**NOW, THEREFORE**, the Governing Board of the Rancho Santiago Community College District does hereby find, resolve, determine, and order as follows:

**Section 1.** That all of the recitals set forth above are true and correct, and the Board so finds and determines.

**Section 2.** That it would work an incongruity and not produce any advantage to the District to competitively bid the completion of the additional work set forth in the Change Order.

**Section 3.** That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

**Section 4.** That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

**Section 5.** That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the Rancho Santiago Community College District this 19<sup>th</sup> day of February, 2013, by the following vote:

AYES:	<u>6 Trustees: Alvarez, Barrios, Labrado, Mendoza Yanez, Solorio, Yarbrough</u>
NOES:	<u>0 Trustee</u>
ABSENT:	<u>1 Trustee: Hanna</u>
ABSTAINED:	<u>0 Trustee</u>

I, Arianna P. Barrios, President of the Rancho Santiago Community College District Governing Board, do hereby certif. that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

\_\_\_\_\_  
President of the Board of Trustees  
Rancho Santiago Community College District

I, Lawrence R. Labrado, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, d hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 19th day of February, 2013, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 19th day of February, 2013.

\_\_\_\_\_  
Clerk of the Board of Trustees  
Rancho Santiago Community College District

**EXHIBIT "A"**

**CHANGE ORDER FOR ADDITIONAL WORK RELATD TO  
THE SANTIAGO CANYON COLLEGE ATHLETICS AND AQUATICS COMPLEX**



<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Aquatic & Athletic 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.	10	
Architect: The Austin Company	Date:	January 31, 2013	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$735,190.00
Previous Change Orders	\$236,348.35	
This Change Order	\$14,410.46	
Total Change Orders		\$250,758.81
Revised Contract Amount		\$985,948.81
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		February 19, 2013

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

# CHANGE ORDER

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

Project: Aquatic & Athletic 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. 10	
Architect: The Austin Company	Date: January 31, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><b>DESCRIPTION:</b> Provide labor and material to proceed to remove and replace the existing fire domestic connection at alternate location per request for information 400</p> <p><b>REASON:</b> Allow the new curb and gutter to be installed at the fire lane road</p> <p><b>REQUESTOR:</b> Architect</p> <p><b>TIME EXTENSION:</b> ADDS 0 calendar days</p>		\$3,433.62
2.0	<p><b>DESCRIPTION:</b> Provide labor and material to reroute 6" sewer line around existing electrical ductbank</p> <p><b>REASON:</b> Allow the installation of the sewer line (Unforeseen condition)</p> <p><b>REQUESTOR:</b> District</p> <p><b>TIME EXTENSION:</b> ADDS 0 calendar days</p>		\$2,739.65
3.0	<p><b>DESCRIPTION:</b> Install a new 8" storm drain line and tie into six existing area drains (Original cost \$14,237.19)</p> <p><b>REASON:</b> Allow installation of storm drain and catch basins to allow proper drainage from the building</p> <p><b>REQUESTOR:</b> District</p> <p><b>TIME EXTENSION:</b> ADDS 0 calendar days</p>		\$8,237.19
Sub-Total		\$0.00	\$14,410.46
Total			\$14,410.46

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Additional Geotechnical Observation & Testing Services for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On April 26, 2010, the Board of Trustees approved an agreement with Ninyo & Moore to provide geotechnical observation and testing services for the Humanities Building at Santiago Canyon College.

**ANALYSIS:**

Ninyo & Moore has exceeded the original hours estimated to complete the field work required and have exceeded the original allocated budget for the project. The geotechnical services remaining for this project is estimated at \$7,300.00. Their contract for this project is \$76,751.00. The new contract total for this project is \$84,051.00.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve the additional fees for Ninyo & Moore, geotechnical observation and testing services for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$7,300.00	Board Date: February 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

January 7, 2013  
Project No. 206144008

Mr. Darryl Odum  
Rancho Santiago Community College District  
Facilities Planning  
1530 West 17<sup>th</sup> Street  
Santa Ana, California 92706

**Subject:** Budget Status  
Humanities Building  
Santiago Canyon Community College  
Orange, California

**References:** Ninyo & Moore, 2010, Proposal for Geotechnical and Materials Testing Services, Humanities Building, Santiago Canyon College, Orange, California, dated April 9.

Rancho Santiago Community College District, 2010, Purchase Order No. 10-P0014722, Santiago Community College, Geotechnical Observation and Testing Services for the Humanities Building, dated May 28.


Dear Mr. Odum:


In accordance with your authorization, we are providing geotechnical observation and testing services during construction of the Humanities Building project. Our work is being performed in general accordance with the scope of services outlined in our referenced proposal dated April 9, 2010, and Purchase Order No. 10-P0014722 dated May 28, 2010. A review of our project status indicates that we have exceeded the hours estimated to complete our field work and thus, have exceeded the allocated budget for the project. We have prepared this letter in order to request additional budget to cover our field work expenses.

Based on our recent discussions with Seville Construction Services, we understand that the Humanities project is nearing completion and that some minor field services will be required from our firm. Based on our discussion with Seville and review of our budget status, we respectfully request that our total budget for observation and testing services for the Humanities Building project be increased an additional \$7,300 (seven thousand three hundred dollars).

Ninyo & Moore appreciates the opportunity to provide geotechnical consulting services on this project. Please sign and return a copy of this letter to authorize the budget amendment.

Respectfully submitted,  
**NINYO & MOORE**

  
Greg M. Corson, PG, CEG  
Senior Geologist

  
Lawrence Jansen, PG, CEG  
Principal Geologist

GMC/LTJ/mlc

Distribution: (1) Addressee (via e-mail)  
(1) Mr. Robb Gumbert, RSCCD (via e-mail)

Authorized By: \_\_\_\_\_

Date: \_\_\_\_\_

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Additional Testing Services for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On May 10, 2010 the Board of Trustees approved an agreement with Reliant Testing Engineers to perform construction testing for Humanities Building as required by the Division of State Architect (DSA).

**ANALYSIS:**

The original amount was estimated at \$127,572.00 based on project scope, plan review and Division of State Architects (DSA) Test and Inspection requirements. Project delays were due to rain, soil conditions and project phasing. Reliant Testing Engineers have based their additional fees on their best estimate of required inspection time to complete the project, additional inspections, testing determined by TYR, Inspector of Record (IOR) and the revised construction schedule. This estimate requires additional compensation in the amount of \$22,322.00 as noted in the attached proposal, dated January 14, 2013.

Multiple Change Orders have been approved prior to this request increasing the new total contract sum to \$542,618.00

Project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve these additional testing services for the Humanities Building as presented.

Fiscal Impact:	\$22,322.00	Board Date: February 19, 2013
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



January 14, 2013

Mr. Alex Oviedo  
Rancho Santiago Community College District  
232 North Broadway, Suite #112  
Santa Ana, CA 92706-1640

RE: Humanities COR #4

Dear Alex,

There have been several additions to the scope of work since COR 3 was approved. These additions are itemized on the attached COR 4. Each line item states the party requesting the addition.

Additionally, we have conferred with the IOR in order to ascertain the project needs going forward, and included those man hours and a testing allowance.

The total change order 4 request is \$22,322.00. A detailed project recap showing billings from COR 3 through the last billing is attached. The highlighted items coincide with the scope additions listed on COR 4.

Should you have any questions or comments, please feel free to contact me via email or cell at 949/525-6211.

Sincerely,

Reliant Testing Engineers, Inc.

Denise DeGroff-Coffey  
President

Cc: project file

**CHANGE  
ORDER**

OWNER   
 ARCHITECT   
 CONTRACTOR   
 FIELD   
 OTHER



PROJECT RSCCD Humanities Bldg

CHANGE ORDER NUMBER: 4

DATE: 1/14/2013

TO OWNER:  
 RSCCD  
 Darryl Odum  
 VIA : ODUM\_DARRYL@RSCCD.ORG

CONTRACT FOR: TESTING AND INSPECTION

**There has been added scope by the IOR's and The District, and the project duration has surpassed schedule provided in COR 3:**

Added by IOR: Masonry Batch Plant Inspections	24	hours	\$74	\$1,776
Added by District, approved by D. Odum: moisture tests	46	each	\$50	\$2,300
Added by District approved by D Odum, labor for moisture tests	20	hours	\$74	\$1,480
Added by IOR: Pull Test Inspections of various items	24	hours	\$74	\$1,776
Added by IOR: Pull Test Equipment Rental fees	4	each	\$30	\$120
Added by IOR: Mix Design Review of additional mix designs	2	each	\$75	\$150
Inspector called out by IOR, 2 show up fees for canceled work	4	hours	\$74	\$296
IOR's Estimate of Inspections to complete project	176	hours	\$74	\$13,024
Estimate of testing to complete project	1	allowance	\$1,400	\$1,400
<b>TOTAL COR REQUEST</b>				<b>\$22,322</b>

**Not valid until signed by the Owner, Architect, and Contractor.**

The original (Contract Sum) (Guaranteed Maximum Price) was _____	<b>\$127,572.00</b>
Net change by previously authorized Change Orders _____	<b>\$392,724.00</b>
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was _____	<b>\$520,296.00</b>
The (Contract Sum) (Guaranteed Maximum Price) will be _____ <span style="border: 1px solid black; padding: 2px;">Increased</span> _____ by this Change Order in the amount of _____	
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be _____	<b>\$22,322.00</b>
	<b>\$542,618.00</b>

contract time change: approximately 8 additional months  
 District may direct Service provider to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as

District may determine in its sole discretion. The District may terminate this Agreement for cause based upon the failure of the service provider to comply with its terms and/or conditions; provided that the District gives the Service Provider written notice specifying the Service Provider's failure. If within fifteen (15) working days after receipt of such notice, the Service Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Service Provider in default and the Contract shall terminate on the date specified on such notice.

\_\_\_\_\_  
 RELIANT TESTING ENGINEERS, INC.  
 \_\_\_\_\_  
 3035 S. Harbor Blvd., Santa Ana, CA 92704  
 \_\_\_\_\_  
 BY  
 Denise DeGroff  
 3/15/2011

\_\_\_\_\_  
 RSCCD  
 \_\_\_\_\_  
 ADDRESS  
 \_\_\_\_\_  
 BY  
 \_\_\_\_\_  
 DATE





**PROJECT COST RECAP**  
**10-2721A Rancho San Diego College Humanities**  
**COR #4 RECAP - HIGHLIGHTED ITEMS APPLY**

Work Since CD #1  
 Inv #11186 9/7/12    Inv #11221 9/22/12    Inv #11237 10/4/12    Inv #11388 10/18/12    Inv #11342 10/31/12    Inv #11394 11/2 1/12    Inv #11428 11/30/12    Inv #11468 12/20/12    Inv #11523 12/31/12    Inv #11536 1/10/13  
 Work Thru 8/24/12    Work Thru 12/28/12

Total To Date

Field Inspection	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	
Concrete Rebar, epoxy Anchors, drilled Anchors test, Detail Overlays, Double-ends	40	\$3,190.00					12	\$1,248.00	4	\$332.00	72	\$936.00	12	\$936.00	20	\$1,400.00	10	\$1,704.00	12	\$888.00			
Reinforced Concrete QC/Minor/Slurry/Concrete Overlays			24	\$1,872.00																			
Ground Penetrating Radar Concrete Beach Inspection Overlays			8	\$674.00					15	\$1,140.00	8	\$624.00	10	\$1,440.00							4	\$296.00	
Masonry Core Drilling Structural Bond Inspection AWS/Blog Moisture Test Installation											6	\$674.40									12	\$864.00	
Structural Bond Inspection AWS/Blog Rebar Tag & Sample	80	\$6,240.00	72	\$5,856.00	80	\$6,240.00	36	\$2,808.00			10	\$936.00									29	\$1,400.00	
Masonry Overlays									16	\$1,248.00	16	\$1,248.00											
Structural Bond Inspection NDT/AFT/AUT/PT/ Pull Test Inspection Equipment Rental			4	\$1,172.00			8	\$624.00							2	\$136.00					3	\$190.00	
<b>Field Inspection Sub-Total</b>	<b>120</b>	<b>\$9,360.00</b>	<b>108</b>	<b>\$8,424.00</b>	<b>89</b>	<b>\$6,894.00</b>	<b>84</b>	<b>\$6,552.00</b>	<b>28</b>	<b>\$2,184.00</b>	<b>40</b>	<b>\$3,120.00</b>	<b>42</b>	<b>\$3,180.00</b>	<b>33</b>	<b>\$2,338.00</b>	<b>24</b>	<b>\$1,776.00</b>	<b>59</b>	<b>\$4,250.00</b>	<b>59825</b>	<b>\$480,750.50</b>	

Testing Services	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost		
Compression Test Concrete Cylinders Mortar/Grout Cylinders	4	\$84.00	8	\$168.00	8	\$168.00	10	\$210.00	4	\$84.00			1	\$78.00	14	\$294.00								
Concrete Masonry Points Equipment Rental Tensile/Bond Test																								
CMI Water Absorption 8" x 8" Hollow Larger 8" x 8" Hollow 16" x 16" Hollow																								
Multifrequency Ultrasonic Testing																					11	\$1,700.00		
<b>Testing Services Sub-Total</b>	<b>4</b>	<b>\$84.00</b>	<b>8</b>	<b>\$168.00</b>	<b>8</b>	<b>\$168.00</b>	<b>10</b>	<b>\$210.00</b>	<b>4</b>	<b>\$84.00</b>	<b>19</b>	<b>\$775.00</b>	<b>14</b>	<b>\$294.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>43</b>	<b>\$1,918.00</b>	<b>11331</b>	<b>\$37,863.95</b>

Percentage of Budget Expended to Date

Miscellaneous	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	
Review Max Design	1	\$75.00			1	\$75.00																	
Review WPS for compliance with code & standards Inspector Show Up Only Road Adhesion Administration (General/Project Meetings)																					2	\$148.00	
<b>Miscellaneous Services Sub-Total</b>	<b>1</b>	<b>\$75.00</b>	<b>0</b>	<b>\$0.00</b>	<b>1</b>	<b>\$75.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>0</b>	<b>\$0.00</b>	<b>2</b>	<b>\$148.00</b>	<b>2</b>	<b>\$148.00</b>	<b>92</b>	<b>\$7,919.00</b>	

<b>Grand Total</b>	<b>125</b>	<b>\$9,519.00</b>	<b>116</b>	<b>\$8,592.00</b>	<b>98</b>	<b>\$7,127.00</b>	<b>94</b>	<b>\$6,782.00</b>	<b>32</b>	<b>\$2,268.00</b>	<b>50</b>	<b>\$3,895.00</b>	<b>56</b>	<b>\$3,474.00</b>	<b>33</b>	<b>\$2,238.00</b>	<b>26</b>	<b>\$1,924.00</b>	<b>104</b>	<b>\$6,316.00</b>	<b>72055</b>	<b>\$526,555.55</b>
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Budget	\$127,572.00
CO #1	\$285,684.00
CO #2	\$92,640.00
CO #3	\$44,480.00
CO #4	\$22,322.00
Total	\$568,698.00
	97.04%

Percentage of Budget Expended to Date

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Change Order #8, Bid #1136 – Concrete for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Humanities Building at Santiago Canyon College. This is the completion contract originally awarded to Tidwell Concrete.

**ANALYSIS**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #8.

Change Order #8 increases the contract by \$1,399.73. The revised contract amount is \$1,375,184.06. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 5.57% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order #8, Bid #1136 for Guy Yocom Construction, Inc., concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$1,399.73	Board Date: February 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building

Bid No. 1136 P.O. # 10-BP000253

D.S.A. No. 04-110212

Contractor: Guy Yocom Construction

Change Order No. 8

Architect: LPA Inc

Date: January 30, 2013

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

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,302,900.00
Previous Change Orders	\$71,276.57	
This Change Order	\$1,399.73	
Total Change Orders		\$72,676.30
Revised Contract Amount		\$1,375,576.30
Previous Time Extensions	11 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		11 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 30, 2011
RSCCD Board Approval Date		February 19, 2013

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Seville CS

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Date

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building		Bid No. 1136	P.O. # 10-BP000253
Contractor: Guy Yocom Construction		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 8	
		Date: January 30, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Labor and material for concrete removal and replacement at south west steps adjacent to Building A as shown in RFI H-691.  <u>REASON:</u> Field Conditions  <u>REQUESTOR:</u> District  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$1,007.49
2.0	<u>DESCRIPTION:</u> Labor and equipment to dewater auditorium due to structural delays at mechanical platform.  <u>REASON:</u> Field Conditions  <u>REQUESTOR:</u> District  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$392.24
Sub-Total		\$0.00	\$1,399.73
Total			\$1,399.73

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Change Order #11, Bid #1139 – Electricity for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board awarded a contract to Dynalectric, Inc., for Bid #1139, electricity 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 #11.

Change Order #11 increases the contract by \$11,738.04. The revised contract amount is \$1,309,991.53. 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 9.16% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #11, Bid #1139 for Dynalectric, Inc., electricity for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$11,738.04	Board Date: February 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No.	1139	P.O. # 10-BP000226
	D.S.A. No.	04-109232	
Contractor: Dynalectric	Change Order No.	11	
Architect: The Austin Company	Date:	January 29, 2013	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,200,000.00
Previous Change Orders	\$98,253.49	
This Change Order	\$11,738.04	
Total Change Orders		\$109,991.53
Revised Contract Amount		\$1,309,991.53
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 25, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		February 19, 2013

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

# CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1139	P.O. # 10-BP000226
	D.S.A. No. 04-109232	
Contractor: Dynalectric	Change Order No. 11	
Architect: The Austin Company	Date: January 19, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Full and complete compensation for fire alarm batteries for material escalation</p> <p><u>REASON:</u> Due to cost escalation for material cost</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$8,734.62
2.0	<p><u>DESCRIPTION:</u> Provide labor and material to provide additional power receptacles at first floor womens and mens restroom</p> <p><u>REASON:</u> The college requested additional receptacles for hair dryers for the students</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,314.67
3.0	<p><u>DESCRIPTION:</u> Remove and relocate storage containers to Chapman road</p> <p><u>REASON:</u> Containers needed to be relocated from construction staging area to allow for additional parking stalls for campus faculty</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$688.75
Sub-Total		\$0.00	\$11,738.04
Total			\$11,738.04

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Change Order #12, Bid #1139 – Electricity for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

On March 22, 2010, the Board awarded a contract to Dynalectric for Bid #1139, electricity for the Humanities Building at Santiago Canyon College.

**ANALYSIS**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #12.

Change Order #12 increases the contract by \$93,374.97. The revised contract amount is \$3,872,416.75. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 7.03% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order #12, Bid #1139 for Dynalectric, electricity for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$93,374.97	Board Date: February 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1139	P.O. #	10-BP000225
	D.S.A. No.		04-110212
Contractor: Dynalectric	Change Order No.		12
Architect: LPA Inc	Date:		January 30, 2013

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$3,617,900.00
Previous Change Orders	\$161,141.78	
This Change Order	\$93,374.97	
Total Change Orders		\$254,516.75
Revised Contract Amount		\$3,872,416.75
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 24, 2011
Revised Contract Completion Date		September 24, 2011
RSCCD Board Approval Date		February 19, 2013

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

# CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building	Bid No. 1139	P.O. # 10-BP000225
	D.S.A. No. 04-110212	
Contractor: Dynalectric	Change Order No. 12	
Architect: LPA Inc	Date: January 30, 2013	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Labor and materials for the rework of the light pole foundations due to added berm.</p> <p><u>REASON:</u> Not in scope</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$3,694.00
2.0	<p><u>DESCRIPTION:</u> Labor and materials to provide 120V power to fire sprinkler bell as directed in RFI 619.</p> <p><u>REASON:</u> Not in scope</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$1,312.97
3.0	<p><u>DESCRIPTION:</u> Labor and materials to provide electrical power, lighting, fire alarm and data as directed in CCD # 22.</p> <p><u>REASON:</u> Not in scope</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$42,707.00
4.0	<p><u>DESCRIPTION:</u> Labor and materials to provide and install new conduit duct bank and associated cabling.</p> <p><u>REASON:</u> Not in scope</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>		\$45,661.00
Sub-Total		\$0.00	\$93,374.97
Total			\$93,374.97

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Change Order #6, Bid #1147 – Interiors for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board awarded a contract to Inland Empire Architectural Specialties, Inc., for Bid #1147, interiors 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 #6.

Change Order #6 increases the contract by \$4,864.56. The revised contract amount is \$531,586.51. Staff was able to negotiate a savings of \$11,473.20. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 8.41% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #6, Bid #1147 for Inland Empire Architectural Services, interiors for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$4,864.56	Board Date: February 19, 2013
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

# CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1147 P.O. # 10-P0014650

D.S.A. No. 04-109232

Contractor: Inland Empire Architectural Specialties Inc

Change Order No. 6

Architect: The Austin Company

Date: January 29, 2013

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

## SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$490,348.00
Previous Change Orders	\$36,373.95	
This Change Order	\$4,864.56	
Total Change Orders		\$41,238.51
Revised Contract Amount		\$531,586.51
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		November 25, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		February 19, 2013

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Seville Construction Services

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Authorized Signature

Date

# CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College		Bid No. 1147	P.O. # 10-P0014650
Contractor: Inland Empire Architectural Specialties Inc		D.S.A. No. 04-109232	
Architect: The Austin Company		Change Order No. 6	
		Date: January 29, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Provide labor and material to install louvers in door 234A  <u>REASON:</u> Louvers were required to allow air circulation in the boiler room  <u>REQUESTOR:</u> Architect  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$947.34
2.0	<u>DESCRIPTION:</u> Full and complete compensation for toilet partition material escalation and signage revision (Original cost submitted \$15,390.42)  <u>REASON:</u> Due to material cost escalation  <u>REQUESTOR:</u> District  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$3,917.22
Sub-Total		\$0.00	\$4,864.56
Total			\$4,864.56

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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Change Order #3, Bid #1183 – IES Commercial, Inc. for the Video Surveillance System	
Action:	Request for Approval	

**BACKGROUND**

On January 17, 2012, the Board of Trustees awarded a contract to IES Commercial, Inc. for the district-wide video surveillance system.

**ANALYSIS**

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

The original contract amount is \$2,905,424.11. Change Order #3 increases the contract amount by \$75,000.00. The revised contract amount is \$3,195,479.11. The cost indicated in the change order is considered fair, reasonable and within industry standards by the architect, construction manager, and district staff. This change order increases the project cost by 2.581%. The total increased project cost is 9.983%. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve Change Order #3, Bid #1183 for IES Commercial, Inc., for the district-wide video surveillance system as presented.

Fiscal Impact:	\$75,000.00	Board Date: February 19, 2013
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor, Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	District Wide Video Surveillance System	Bid No. 1183	P.O. # P0021741
		D.S.A. No.	N/A
Contractor:	IES Commercial Inc.	Change Order No.	3
Architect:	Westberg-White, Inc.	Date:	January 18, 2013

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$2,905,424.11
Previous Change Orders	\$215,055.00	
This Change Order	\$75,000.00	
Total Change Orders		\$290,055.00
Revised Contract Amount		\$3,195,479.11
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	30 days	
Total Time Extensions		
Original Completion Date		March 28, 2013
Revised Contract Completion Date		April 28, 2013
RSCCD Board Approval Date		February 19, 2013

_____ Architect	_____ Authorized Signature	_____ Date
_____ Contractor Name	_____ Authorized Signature	_____ Date
_____ Construction Manager	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
<i>Darryl A. Odum</i> _____ 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: District Wide Video Surveillance System

Bid No. 1183

P.O. # P0021741

D.S.A. No. N/A

Contractor: IES Commercial Inc.

Change Order No. 3

Architect: Westberg-White, Inc.

Date: January 18, 2013

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Per District direction, provide labor, equipment, material, programming, and commissioning for an additional 24 interior Sony digital cameras , 11 exterior Sony digital cameras, additional storage, additional POE devices, ONSSI configuration and licenses, and additional warranty services. Note that the total cost is \$83,330 the delta of \$23,330 shall be deducted from the allowance.</p> <p><u>REASON:</u>  The District would like to tie the new digital security network to the new Humanities Building.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> 30 days</p>	\$0.00	\$75,000.00
<b>Sub-Total</b>		\$0.00	\$75,000.00
<b>Total</b>			\$75,000.00



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

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Corrected Fiscal Impact Amount for Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine	
Action:	Request for Approval	

**BACKGROUND**

At the February 4, 2013 meeting, the Board approved the award of Bid #1204 for the Purchase of DMU 50 Universal DMG 5-Axis Milling Machine in the amount of \$186,536.80 to Ellison Technologies. This amount included sales tax.

**ANALYSIS**

On January 1, 2013 the sales tax rate for Orange County increased from 7.75% to 8 percent. This tax rate increase was omitted from the total and therefore increases the amount by \$432.80 for a new fiscal impact of \$186,969.60

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the corrected fiscal impact amount for Bid #1204 – Purchase of DMU 50 Universal DMG 5-Axis Milling Machine to Ellison Technologies as presented.

Fiscal Impact:	\$186,969.60 (corrected)	Board Date: February 19, 2013
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

msc/H:Marsha Carmichael/2-19-13 Board

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To: Board of Trustees	Date: February 19, 2013
Re: Approval of Resource Development Items	
Action: Request for Approval	

**ANALYSIS**

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. Capacity Building Grant - EdUPlay Program (District) Rancho Santiago Community College District's Child Development Services received a Capacity Building grant from the Children and Families Commission of Orange County for the purpose of expanding its EdUPlay Program. This program will provide a high quality, educational environment for children 6 months to 5 years of age at the college Child Development centers during non-traditional hours at a competitive price to currently served and new children. (12/13). <i>No match required.</i>	03/01/2013	\$100,000

**RECOMMENDATION**

It is recommended that the board approve these items and that the Vice Chancellor of Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$100,000	Board Date: February 19, 2013
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**SPECIAL PROJECT DETAILED BUDGET #2089**  
**NAME: Capacity Building Grant - EdUPlay Program (DISTRICT)**  
**FISCAL YEAR: 2012/2013**

CONTRACT TERM: 3/1/2013 - 8/31/2014  
 CONTRACT INCOME: \$100,000  
 CFDA #: N/A  
 Sub-agreement No. F14-CB-12 between the Children and Families Commission of Orange County and RSCCD's  
 Child Development Services

PROJ ADM: Enrique Perez  
 PROJ DIR: Dee Tucker  
 Date: 2/8/2013

GL Account String	Description	New Budget	
		Debit	Credit
33-2089-00000-50000-8659	Other Reimb Categorical Allow : District Operations		100,000
33-2089-672000-50000-5865	Indirect Costs : District Operations @ 2%	1,960	
33-2089-692000-53321-3310	<b>Academic Management : CDC Administration</b> Susan Wahl, CDC Director I @ 45% (07/2013 - 06/2014) Grade L Step 5	34,237	
33-2089-692000-53321-3115	<i>STRS - Non-Instructional : CDC Administration</i>	2,825	
33-2089-692000-53321-3325	<i>Medicare - Non-Instructional : CDC Administration</i>	518	
33-2089-692000-53321-3415	<i>H &amp; W - Non-Instructional : CDC Administration</i>	3,113	
33-2089-692000-53321-3435	<i>H &amp; W - Retiree Fund Non-Inst : CDC Administration</i>	357	
33-2089-692000-53321-3515	<i>SUI - Non-Instructional : CDC Administration</i>	393	
33-2089-692000-53321-3615	<i>WCI - Non-Instructional : CDC Administration</i>	857	
33-2089-692000-53321-3915	<i>Other Benefits - Non-Instruct : CDC Administration</i>	1,485	
33-2089-692000-53321-4310	Instructional Supplies : CDC Administration Items based on age/interest/developmental include manipulatives, musical instruments, literacy/language materials, science materials, art supplies, and play yard supplies such as balls, jump ropes, tricycles, science materials for planting vegetables. 60 children x 85 days @\$1.50	7,650	
33-2089-692000-53321-4610	Non-Instructional Supplies : CDC Administration Gloves for food service and other health needs, diapers for toddlers, office supplies for enrollment, parent handbook and marketing, paper goods for food service, cleaning/sanitizing supplies for both indoor and outdoor environments. 60 children x 85 days @ \$1.75	8,925	
33-2089-692000-53321-4710	Food and Food Services : CDC Administration All food service follows the USDA requirements for meals and snacks for each age group. Includes breakfast, lunch and snack. 60 children x 85 days @\$2.50	12,750	
33-2089-692000-53321-5100	Contracted Services : CDC Administration Targeted outreach to businesses and industry within five miles of each center to develop partnership for non-traditional child care hours.	8,894	
33-2089-692000-53321-5800	Advertising : CDC Administration Printed materials, social media, direct mail marketing, banners, local publications, and target website campaigns.	3,937	
33-2089-692000-53321-5904	Other Participant Prog Svc/Exp : CDC Administration	2,500	
33-2089-692000-53321-5905	Other Participant Travel Exp : CDC Administration Local fieldtrips to Discovery Science Center or Pretend City or Heritage Museum of Orange County or Santa Ana Zoo.	2,599	

6.1 (2)

**SPECIAL PROJECT DETAILED BUDGET #2089**  
**NAME: Capacity Building Grant - EdUPlay Program (DISTRICT)**  
**FISCAL YEAR: 2012/2013**

CONTRACT TERM: 3/1/2013 - 8/31/2014  
 CONTRACT INCOME: \$100,000  
 CFDA #: N/A  
 Sub-agreement No. F14-CB-12 between the Children and Families Commission of Orange County and RSCCD's  
 Child Development Services

PROJ ADM: Enrique Perez  
 PROJ DIR: Dee Tucker  
 Date: 2/8/2013

GL Account String	Description	New Budget	
		Debit	Credit
33-2089-692000-53321-5915	Packaging/Mail Prep/Processing : CDC Administration Targeted direct mailing to surrounding homes with children aged 0-5 advising availability of EdUPlay during Spring, Summer and Winter breaks.	5,000	
33-2089-692000-53321-5940	Reproduction/Printing Expenses : CDC Administration Print and distribute flyers to currently enrolled RSCCD families on availability of EdUPlay during Spring, Summer and Winter breaks.	2,000	
<b>Total 2089 - EdUPlay Program</b>		<b>100,000</b>	<b>100,000</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To:	Board of Trustees	Date: February 19, 2013
Re:	Adoption of Resolution No. 13-09 – Children and Families Commission of Orange County (F14-CB-12)	
Action:	Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District's Child Development Services received a Capacity Building grant from the Children and Families Commission of Orange County for the purpose of expanding its EdUPlay program. This program will provide a high quality, educational environment for children 6 months to 5 years of age at RSCCD's Child Development centers during non-traditional hours at a competitive price to currently served and new children. As a fee-for-service program, EdUPlay will diversify Child Development Services' funding sources to mitigate the impact of state funding fluctuations, which is a critical strategy in stabilizing services for its low-income families.

The grant award is \$100,000 and the performance period is March 1, 2013 – August 31, 2014, in accordance with the funding terms and conditions of sub-agreement number F14-CB-12. The sub-agreement delineating the terms of RSCCD's Child Development Services participation in the Capacity Building grant is enclosed for the Board's review and approval, as a fully signed copy is required for the participation and implementation of the program.

**ANALYSIS**

As part of the acceptance process, the Children and Families Commission of Orange County requires that the Board of Trustees approve the execution of the sub-agreement, and designate and approve an authorized representative of the district to sign any related contractual and amendment documents related to this sub-agreement.

**RECOMMENDATION**

It is recommended that the Board adopts this resolution with the Children and Families Commission of Orange County and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact: none	Board Date: February 19, 2013
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RESOLUTION**

This resolution is adopted in order to certify the approval of the Board of Trustees to **enter into and execute this contract agreement** with the Children and Families Commission of Orange County for the purpose of providing child care services at a competitive price to currently served and new children at its college Child Development centers during non-traditional hours **and to authorize the designated personnel to sign related contractual and amendment documents for the fiscal years 2012/2013 through 2014/2015.**

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RESOLUTION NO. 13-09

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into and executing the contract agreement number **F14-CB-12** with the Children and Families Commission of Orange County authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez</u>	<u>Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 19th day of February, 2013, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Lawrence R. "Larry" Labrado, Clerk of the Board of Trustees of Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's Signature)

\_\_\_\_\_  
(Date)

**AGREEMENT F14-CB-12**

**BY AND BETWEEN**

**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**

**AND**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD), CHILD DEVELOPMENT SERVICES (CDS)**

**FOR THE PROVISION OF SERVICES**

This **AGREEMENT** (“Agreement”) entered into as of the 7<sup>th</sup> day of November, 2012 (“Date of Agreement”), which date is enumerated for purposes of reference only and corresponds to the date of action on and approval of funding for this Agreement by COMMISSION, is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”) and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**, a college district organized and existing under the laws of the State of California (“CONTRACTOR”). This Agreement shall be administered by the Executive Director of COMMISSION or his/her authorized designee (“ADMINISTRATOR”).

**RECITALS**

**WHEREAS**, in order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, et seq. (as amended, the “Act”) implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION; and

**WHEREAS**, COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, and/or revised (“Strategic Plan”); and

**WHEREAS**, CONTRACTOR is a California non-profit corporation organized and existing for public benefit and for which its articles of incorporation include, without limitation, provision of services to and activities for the benefit of Orange County’s children through five years of age.

**WHEREAS**, COMMISSION desires to contract with CONTRACTOR to provide services and carry out certain performance obligations, and achieve certain outcomes, promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A, Work Plan, Exhibit A-1, and Schedule of Compensation, Exhibit B (together, “Services”).

**WHEREAS**, CONTRACTOR desires to provide the Services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, based on the foregoing Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

**1. TERM OF AGREEMENT.** The term of this Agreement shall commence on March 1, 2013 and terminate on August 31, 2014, unless earlier terminated pursuant to the provisions of Paragraph 24 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation specified in Paragraph 16.1 of in this Agreement does not increase as a result.

**2. ALTERATION OF TERMS.** This Agreement, together with and including any Exhibits attached hereto and incorporated into this Agreement by reference, fully express all understandings of the parties and is the total Agreement between the parties as to the subject matter of the Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties. Notwithstanding anything to the contrary, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to make revisions to the activities, tasks, deliverables and/or performance timeframes specified in the Scope of Work described in Exhibit A and/or Exhibit A-1 to this Agreement; provided however, any such revisions do not alter the overall goals and basic purpose of the Agreement, and provided any such revisions do not increase COMMISSION's Maximum Payment Obligation as a result.

**2.1 Administrator Modification Authority.** Notwithstanding anything to the contrary and provided any modifications do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and/or performance timeframes specified in the Project Summary as set forth in the Scope of Work in Exhibit A and/or the Work Plan, Exhibit A-1, to the funding allocation between and among the line items and/or the "Funds Due" period(s) budgeted in the Schedule of Compensation, Exhibit B.

**3. STATUS OF CONTRACTOR.** CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are funded by program moneys or otherwise related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights and/or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or



failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR.

**3.1 COMMISSION Independent Entity.** Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

**CIVIL CODE SECTION 1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.**

**4. CONTRACTOR DELEGATION AND ASSIGNMENT.** CONTRACTOR shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of ADMINISTRATOR. The request must be in writing with a full explanation for the request. Any consent granted by ADMINISTRATOR may be conditioned upon and subject to certain actions by CONTRACTOR as determined by ADMINISTRATOR. Any attempted assignment or delegation in derogation of this Paragraph 4 shall be deemed void.

**5. SUBCONTRACTS.** Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract or a consulting agreement, or an agreement for professional services (each and all referred to as a "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing for CONTRACTOR to enter into a Subcontract, in no event shall the Subcontract alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may, but is not obligated to, require that CONTRACTOR submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his/her designee, for a period of the later of (i) three (3) years after the date of final disbursement under this Agreement, or (ii) until any pending audit is completed.

**5.1 Minimum Subcontract Terms.** Each permitted Subcontract and the terms and provisions in the Subcontract shall be independently negotiated between CONTRACTOR and its selected subcontractor, consultant, or other person or entity under contract to CONTRACTOR related to the Services to be provided under this Agreement ("Subcontractor"); provided however,

each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel, number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a not to exceed payment obligation under the Subcontract, which total amount shall in no event exceed and shall be limited to amounts set forth in the Schedule of Compensation, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement for CONTRACTOR to provide to COMMISSION, which insurance shall protect CONTRACTOR and COMMISSION, and the County of Orange from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and which records shall be maintained and retained for a minimum of three (3) years related to work and services provided under the Subcontract, (viii) remedies and termination provisions which may be availed by CONTRACTOR in the event Subcontractor fails to perform under the Subcontract, and (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations.

## **6. GENERAL INDEMNIFICATION.**

**6.1 CONTRACTOR Indemnification of COMMISSION.** CONTRACTOR agrees to and shall indemnify, defend, hold harmless COMMISSION, the County of Orange, and their officers, agents, and employees from and against all liability, claims, losses and demands, damages to property or injuries to or death of any person or persons, including property of officers, employees, or agents of COMMISSION or the County of Orange, including defense costs (together, "Claims"), whether resulting from court action or otherwise, resulting from, related in any manner to, or arising out of the intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or its Subcontractors in the performance of this Agreement.

**6.1.1** With regard to this indemnity clause, COMMISSION acknowledges CONTRACTOR does not assume responsibility for payment of Claims to the extent a court of competent jurisdiction determines CONTRACTOR was not responsible for all or a part of the Claim(s), i.e., liability did not result from intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement, but were the result of the negligent or intentional act or omission of COMMISSION or its officers or employees. CONTRACTOR agrees the above provisions do not limit or affect its obligation to accept tender of defense and indemnification for a Claim from COMMISSION or ADMINISTRATOR. Provided however, if COMMISSION or its officers or employees are found liable for all or a part of the Claim by a court of competent jurisdiction due to negligent or intentional act or omission of COMMISSION or its officers or employees, then

COMMISSION shall be responsible to pay the part of Claim it is determined responsible for and CONTRACTOR may recover costs of defense directly attributable to that part of the Claim.

**6.1.2** Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations and performance under this Agreement in the form and amounts set forth in Paragraph 7, which insurance obligations shall apply independently of all indemnification provided under this Agreement.

**6.1.3** No elected official, no public official, no officer, no committee member, no employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, or any successor in interest, (or to any Subcontractor) in the event of any default or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor (or Subcontractor) or for breach of any obligation of the terms of this Agreement.

**6.2 COMMISSION Indemnification of CONTRACTOR.** COMMISSION agrees to indemnify and hold harmless CONTRACTOR from all Claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or grossly negligent acts or omissions of COMMISSION and its officers, agents or employees in the performance of this Agreement.

**6.2.1** COMMISSION warrants it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insures the perils of bodily injury, medical, professional liability and property damage.

**6.2.2** No member of the board of directors of CONTRACTOR shall be personally liable to COMMISSION in the event of any default or breach of any obligation of the terms of this Agreement, except as to intentional misconduct or gross negligence of the member of the board of directors of CONTRACTOR.

**6.3 Notice of Claim; Tender of Indemnification.** Each party agrees to provide the indemnifying party with written notification of any Claim within thirty (30) days of notice of the Claim, to allow the indemnifying party control over the defense and settlement of the Claim, and to cooperate with the indemnifying party in its defense.

**6.4 Defense of Claim.** COMMISSION and CONTRACTOR, at their sole discretion and expense, may employ legal counsel and participate in the defense of any actions.

**6.5 Cooperation with Claims.** Each party to this Agreement shall cooperate with another party to this Agreement in the defense of any action brought for conduct resulting under this Agreement and shall make available to said party any and all records in their respective possessions or control reasonably required by a party for use in contesting or defending liability.

**7. INSURANCE.** Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain in effect, during the term of this Agreement, the following insurance coverage and provisions:

**7.1 Evidence of Coverage.** Prior to commencement of any Services under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance certifying that coverage as required in this Paragraph 7 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies

shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 23. Each policy shall meet the following requirements:

**7.1.1 Additional Insured Endorsement:** Except for Worker's Compensation and Professional Liability insurance, each policy shall include an endorsement evidencing that the policy also applies to COMMISSION, the County of Orange, the members of COMMISSION, the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, as additional insureds.

(a) **Primary Insurance Endorsement:** Each policy shall include an endorsement evidencing that the policy afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by COMMISSION or the County of Orange, or their officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

**7.1.2 Notice of Cancellation or Change of Coverage Endorsement:** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the Certificate of Insurance.

**7.1.3 Separation Clause Endorsement:** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability.

**7.1.4 Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

**7.1.5 Qualifying Insurers.** All coverages shall be issued by insurance companies that must be:

(a) Rated A-:VIII or better or FPR Ratings of 9 through 7, and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property-Casualty/United States; or

(b) A company of equal financial stability that is approved by ADMINISTRATOR or his/her Risk Management designee; and

(c) Admitted in the State of California.

**7.1.6 Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his/her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(a) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(b) Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

**7.1.7 Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Subparagraph 7.1, or CONTRACTOR may insure any Subcontractor under its own policies.

**7.1.8 Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure “occurrence” rather than “claims made” coverage whenever possible. If coverage is written on a “claims made” basis, the Certificate of Insurance shall clearly so state. In addition to coverage requirements above, each policy shall provide that:

(a) Policy retroactive date coincides with or precedes CONTRACTOR’s start of work (including subsequent policies purchased as renewals or replacements).

(b) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(c) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

**7.2 Types of Insurance Policies/Coverages Required.** CONTRACTOR shall provide insurance through a policy or policies with the following types and coverages, subject to the requirements of Subparagraph 7.1 above.

**7.2.1 Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(a) The coverage shall include:

7.2.1.1.1 Premises and Operations

7.2.1.1.2 Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence/aggregate to be maintained for two (2) years following the end of the term of this Agreement.

7.2.1.1.3 Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.

7.2.1.1.4 Personal Injury Liability.

**7.2.2 Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.

**7.2.3 Workers’ Compensation Insurance.** Workers’ Compensation Insurance shall be maintained. Statutory California Workers’ Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

**7.2.4 Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

**7.2.5 Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, accountant, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made and One Million Dollars (\$1,000,000) aggregate.

**7.3 Duration of Insurance.** CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

**7.4 Maintain Records re Insurance Coverage.** CONTRACTOR shall maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

**7.5 Withhold Payment for Lack of Required Coverage.** COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

**7.6 Remedies for Failure to Provide or Maintain Required Insurance or Endorsements.** In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

- (a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.
- (b) Order CONTRACTOR (and any Subcontractor) to cease performance of the Services and/or withhold any payment(s) which become due to CONTRACTOR (or any Subcontractor) until CONTRACTOR (or Subcontractor) demonstrates compliance with the insurance requirements of this Agreement.
- (c) Immediately and without further cause terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's (or Subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR (or any Subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's (or any Subcontractor's) performance under this Agreement.

## **8. RESPONSIBILITIES OF CONTRACTOR.**

**8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement.** COMMISSION's obligation to proceed with performance and the payment of each installment payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of the following conditions precedent ("Conditions"). These Conditions are solely for the benefit of COMMISSION and shall be fulfilled by CONTRACTOR (or waived by ADMINISTRATOR in his/her sole discretion in the Project Summary, Exhibit A.) CONTRACTOR may satisfy (and submit evidence of its satisfaction to ADMINISTRATOR) one or more of the Conditions at any time prior or subsequent to the Date of Agreement, so that at the time of the first payment (and any subsequent

payments), CONTRACTOR shall have provided satisfactory evidence of compliance with each of the Conditions.

**8.1.1 Evidence of CONTRACTOR Approval of Agreement.** CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board or other evidence of approval satisfactory to ADMINISTRATOR.

**8.1.2 Corporate Documents; Corporate Status.** True copies of CONTRACTOR'S current articles of incorporation, bylaws, or other organizational documents, evidence of active entity status and good standing from appropriate State officials, and if applicable, certification of current Internal Revenue Code (IRC) Section 501(c)(3) tax exempt status.

**8.1.3 Insurance.** All provisions and submittal of endorsements or other evidence of insurance required hereunder shall be in place and approved by ADMINISTRATOR or his/her Risk Management designee.

**8.1.4 Other Conditions.** CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

**8.2 No Supplanting Government Funds.** CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

**8.3 Staffing Obligations for Services.** COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and meet the outcomes set forth in these Exhibits. CONTRACTOR shall perform continuously throughout the term of this Agreement in conformity with this Agreement, including all Exhibits.

**8.3.1 Staffing Conferences.** Upon the request of ADMINISTRATOR, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged and/or given by COMMISSION and/or ADMINISTRATOR. A requested meeting shall occur at a time and place mutually agreeable between the parties.

**8.3.2 Personnel Disclosure.** At ADMINISTRATOR's request, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, shall include each of the following:

8.3.2.1.1 All full time staff positions and all part-time staff positions by title, including volunteer positions, who are assigned to, performing under, and/or providing Services.

8.3.2.1.2 The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

8.3.2.1.3 The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

### **8.3.3 CONTRACTOR to Maintain Complete Records re Personnel.**

CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.3.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment (pre-volunteer) screening, such as information CONTRACTOR has conducted or caused to be conducted on each employee a pre-employment/hiring background check and CONTRACTOR has taken all reasonable steps to assure all employees (and volunteers) assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Further, nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

**8.4 Implementing Exhibits.** As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but not be limited to, service plan(s), and/or project plan(s), and/or supplements to the Work Plan, each of which may clarify and/or further describe and define the Services required under this Agreement and date(s) required for performance of certain tasks which comprise the Services. As each implementing document is prepared by CONTRACTOR and submitted to, reviewed by, and approved by ADMINISTRATOR, it shall become and be deemed to be part of the Exhibits to and fully incorporated as a part of this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

## **9. GENERAL TERMS AND CONDITIONS.**

**9.1 Compliance with Laws.** CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes and regulations and local ordinances and



resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as changed or added after the Date of Agreement.

**9.2 Familiarity with Work.** By executing this Agreement and prior to performing or providing any Services under this Agreement, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

**9.3 Care of Work.** CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, and persons providing and/or receiving Services, and to the work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages, to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages as may be caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION, when the inaccuracies are due to the negligence, action, or inaction of CONTRACTOR.

**9.4 Severability.** If a court of competent jurisdiction declares any provision of this Agreement or its application to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or its application shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

**9.5 California Law.** This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in the county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

**9.6 Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

**9.7 Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not

preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**9.8 Covenant Against Discrimination.** In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in discrimination in employment of persons or provision of Services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of Federal and State law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et. seq.*) as it relates to public accommodations.

**9.9 Legal Action.** In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

**9.10 Attorneys' Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

**9.11 Waiver of Jury Trial.** Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

**9.12 Use of Commission Name and Logo.** Funded and partnering organizations are encouraged, but not required, to use the Commission's name and logo on all materials, promotional information and products that relate to Commission-funded program(s). CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

**9.13 Time of Essence.** Time is of the essence in the performance of this Agreement.

**9.14 No Broker or Finders Fee.** CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

**9.15 No Use of Funds for Lobbying.** CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer, or employee, any member or employee of the State Commission, any member of the State legislature, or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.

**9.16 Constitutional Use of Funds.** As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

**9.17 Child Abuse Reporting.** CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement (to the extent the person(s) are legally subject to the requirements), to sign a statement acknowledging the reporting requirements and to comply with the provisions of the code requirements to the extent required by applicable law.

**9.18 CONTRACTOR Cooperation with Other COMMISSION Contractors.** A goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve prenatal through age five children (and their families) with other services funded through COMMISSION.

**9.19 Political Activity.** CONTRACTOR agrees that the funds provided in this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

**9.20 Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights.** If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. If applicable, CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children, in particular children prenatal through age five receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption. In accordance with applicable laws and regulations CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) provide parents and authorized representatives on request the name of any adult associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR. To the extent required by applicable laws and regulations, CONTRACTOR shall document parent and authorized representative requests regarding criminal exemption and retain the documentation, jointly signed by

an authorized representative of CONTRACTOR and the parent or authorized representative, in the child's file.

**10. REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.** CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

**10.1 No Conflict.** To the best of CONTRACTOR's knowledge, CONTRACTOR's negotiation, consideration and action on this Agreement and CONTRACTOR's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which CONTRACTOR is a party or by which it is bound.

**10.1.1** CONTRACTOR agrees that no officer, employee, agent or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

**10.1.2** Further, any conflict or potential conflict of interest of any officer or director of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

**10.2 No Bankruptcy.** CONTRACTOR is not the subject of any current or threatened bankruptcy.

**10.3 No Pending Legal Proceedings.** CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

**10.4 Application Veracity.** All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

**10.5 No Pending Investigation.** CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

**10.6 Licenses and Standards; Compliance with Laws.** CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. Further, CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to non discrimination, sexual harassment, and ethical behavior.

**10.6.1 Failure to Obtain or Maintain Licenses.** CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and

exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

## **11. FORM OF BUSINESS ORGANIZATION.**

**11.1 Form of Business Organization.** Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit, within thirty (30) days from the request, an affidavit executed by persons satisfactory to ADMINISTRATOR containing, but not limited to the following information:

**11.1.1** Confirmation of the form of CONTRACTOR's business organization, i.e., type of non-profit corporation, and if CONTRACTOR is a for profit entity, whether it is a general or limited partnership, corporation, limited liability company.

**11.1.2** A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

**11.1.3** A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual that may be providing service, supplies, material or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

**11.1.4** A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual that also is a contractor of COMMISSION funds and/or may be providing services, supplies, material or equipment to COMMISSION through an agreement comparable to this Agreement.

**11.2 Change in Form of Business Organization.** If during the term of this Agreement, the form of CONTRACTOR's business organization changes, or the beneficial ownership of CONTRACTOR changes, or CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing the changes. A substantial change in the form of business organization may, at ADMINISTRATOR's and/or COMMISSION's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

**12. CONFIDENTIALITY.** CONTRACTOR agrees to maintain the confidentiality of any confidential records in accordance with applicable federal and state laws and regulations and in accordance with the Confidentiality and Data Sharing Protocol as adopted by COMMISSION as each currently exist or may hereafter be amended. CONTRACTOR agrees to cause each and all of its employees, subcontractors, or agents rendering services on behalf of CONTRACTOR to maintain the confidentiality of any confidential records in accordance with applicable federal and state laws and regulations and in accordance with the Confidentiality and Data Sharing Protocol as adopted by COMMISSION as each currently exist or may hereafter be amended.

**12.1** CONTRACTOR and COMMISSION shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, as each now exists or may hereafter be amended.

**12.2** All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION or COMMISSION's designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR's employees, subcontractors, agents, and volunteers.

**12.3** CONTRACTOR shall require its employees, subcontractors, agents, and volunteers to sign an agreement which certifies that they will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement to comply with any reporting and auditing requirements specified in this Agreement, and any other information required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

**12.4** CONTRACTOR agrees that any and all approved subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

**12.5** CONTRACTOR shall inform all of its employees, subcontractors, agents, volunteers, and partners of this provision that any person knowingly and intentionally violating the provisions of federal, state or local confidentiality laws may be guilty of a crime and/or subject to civil action.

**13. INTERPRETATION OF CONTRACT REQUIREMENTS.** If either party or the parties together identify a term or provision under this Agreement which is subject to interpretation or requires clarification or additional direction, the interpretation issue shall be identified in writing by either party and submitted to the other party, then CONTRACTOR's representative(s) and ADMINISTRATOR shall meet and seek to resolve the interpretation issue to the mutual satisfaction of the parties. In this regard, ADMINISTRATOR is vested with the right to issue interpretation(s) and waiver(s) and modification(s) to the terms and provisions of this Agreement so long as the interpretation(s) and waiver(s) and modification(s) does/do not substantively or materially amend or modify this Agreement. If the interpretation issue is not or cannot be disposed of within a reasonable period of time between CONTRACTOR's representative(s) and ADMINISTRATOR, or other staff designee, the matter may be brought to the attention of COMMISSION, as elected by the ADMINISTRATOR. If consensus cannot be reached through this application, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction. COMMISSION and CONTRACTOR agree that, in the event of an interpretation issue, they will continue without delay to carry out all their responsibilities under this Agreement that are not affected by the issue.

**14. REPORTING REQUIREMENTS.**

**14.1 Reports.** Separate from any separate reports specified in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR -reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

**14.2 Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.**

**14.2.1 County Requirements.** In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

- (a) in the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
- (b) in the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

(d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

**14.2.2 Failure to Comply Breach.** The failure of CONTRACTOR to timely submit the data or certifications required by Subparagraphs (a), (b), (c), or (d), or to comply with all federal and state employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure the breach within sixty (60) calendar days of notice from the County of Orange (or COMMISSION) shall constitute grounds for termination of this Agreement.

**14.2.3 Use of Data Solely for Government Enforcement of Child Support Orders.** It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

**15. AUDITS.** CONTRACTOR shall prepare and maintain adequate records of its Services provided under this Agreement in sufficient detail to permit an evaluation of Services and an audit of records as described in this Agreement.

**15.1 Auditing Authority – Retention of Rights to Audit Performance under Agreement.** COMMISSION and ADMINISTRATOR and their authorized representatives, and the State Commission and any of its authorized representatives, reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR (and any Subcontractor) which any of them may determine to be pertinent to this Agreement for the purpose of financial monitoring or any audit conducted by an independent CPA concerning CONTRACTOR and its performance under this Agreement (including any Subcontractor.) Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

**15.2 Availability of Records for Auditing Purposes.** In the event that CONTRACTOR's corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR's books of accounts and records related and applicable to any costs of Services, client fees, charges, billings and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 15.2 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California, the State of California Children and Families Commission, an entity independent of the State of California, COMMISSION, an entity independent from the County of Orange, and any other entities as required by State statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, or ADMINISTRATOR, or their designee(s) necessary to obtain, review, and audit CONTRACTOR's books and financial records.

**15.3 Monitoring.** COMMISSION, ADMINISTRATOR, and the State Commission and/or their representatives are authorized to conduct on-site monitoring at their discretion during reasonable times, including the option of unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees (and volunteers) and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR (or any Subcontractor) are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

## **16. COMPENSATION.**

**16.1 Maximum Payment Obligation.** The maximum payment obligation of COMMISSION to CONTRACTOR under this Agreement shall be \$100,000. The Schedule of Compensation, Exhibit B, attached hereto and fully incorporated by this reference, sets forth the compensation and/or structure of compensation for services rendered and personnel providing services under this Agreement. All payment invoices shall evidence compliance with this Schedule of Compensation.

**16.2 Payments through Claims/Invoices.** Claims for payment may be submitted by invoice for CONTRACTOR'S services rendered under this Agreement for the services described in Exhibit A and in accordance with the Schedule of Compensation described in Exhibit B. Claims shall be submitted by CONTRACTOR to ADMINISTRATOR on an invoice form approved or supplied by ADMINISTRATOR. Subject to submittal of a correctly completed invoice by CONTRACTOR, payment on each invoice will be made by COMMISSION within a reasonable time period estimated at not more than thirty (30) days after receipt of an itemized and complete invoice form, including any supporting documentation which may be reasonably requested or required by ADMINISTRATOR.

**16.3 Final Invoice/Settlement.** Any and all final invoices must be received by ADMINISTRATOR no later than sixty (60) calendar days after the end of the term of this Agreement or 60 calendar days from the date of the earlier termination thereof. Invoices received after this date and time shall not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

**16.3.1 Source of Funding Limited to COMMISSION Funding.** CONTRACTOR knowingly and expressly acknowledge and agree that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified and/or amended to conform to the changes, if any, to the Act, as elected by COMMISSION. If COMMISSION is not allocated and/or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this Agreement, or this Agreement shall be amended to conform to the changes, if any, in funding allocations or changes, if any, to the Act, as elected by COMMISSION.

**17. OVERPAYMENTS.** Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to



COMMISSION and repaid by CONTRACTOR. In this regard, CONTRACTOR shall make repayment on any overpayment within thirty (30) days after the date COMMISSION or ADMINISTRATOR requests the repayment. CONTRACTOR agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

**17.1 Offset Permitted.** In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

**17.2 Offset Permitted under Subsequent Renewal or Other Pending Contract.** COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and/or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

**18. POLITICAL ACTIVITY.** CONTRACTOR agrees the compensation paid for services provided hereunder shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

**19. COPYRIGHT ACCESS.** COMMISSION, the County of Orange, and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing in the future, all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

**20. RECORDS.** CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to or arising out of the services and performance tasks provided under this Agreement. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is later.

**20.1 Release of Records.** The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports and other materials prepared by CONTRACTOR in the performance of this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose to any other private entity or person any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR. Further, COMMISSION and CONTRACTOR acknowledge and agree that the nature of the Services performed by

CONTRACTOR under this Agreement is subject to specific statutory requirements of the Act. The parties agree to fully comply with the applicable laws and regulations.

**20.2 Ownership of Records.** Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors and agents in the performance of this Agreement, are shall be and remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right for further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor, if any, to assign to COMMISSION any documents or materials prepared by it, and in the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

**20.3 Inspection and Access to Records.** ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and/or First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

**21. OWNERSHIP OF FINAL PROJECT AND IMPLEMENTATION PLAN.** The final Project and Implementation Plan as approved by ADMINISTRATOR that is developed with funding provided under this Agreement and originals of all drawings, specifications, reports, records, documents and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, subcontractors, agents, or volunteers shall be and remain the property of CONTRACTOR.

**21.1** CONTRACTOR shall not disclose to any other entity or person any information regarding the activities of COMMISSION, except as required by law or as authorized by COMMISSION. The parties agree the final Project and Implementation Plan represents a specific document approved by ADMINISTRATOR on behalf of COMMISSION. The unchanged final Project and Implementation Plan may be used, published, or distributed in CONTRACTOR's regular business or fund raising activities and may include a designation that the document was prepared with funding provided by COMMISSION. Authorization to use the designation that the document

was prepared with COMMISSION funding is immediately withdrawn if, in ADMINISTRATOR's determination, CONTRACTOR makes any substantive change(s) to the final Project and Implementation Plan. Should CONTRACTOR make any changes to the Project and Implementation Plan after its submission to COMMISSION, CONTRACTOR must obtain COMMISSION approval prior to including reference to COMMISSION funding of the Project and Implementation Plan. Failure by CONTRACTOR to first obtain ADMINISTRATOR approval prior to distribution, of a reference to Commission funding in a revised final Project and Implementation Plan, shall be a default under this Agreement, in accordance with Paragraph 25 of this Agreement. COMMISSION shall retain all rights and remedies as provided in the Agreement and as afforded under the law.

**22. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.** To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

**23. NOTICES.**

**23.1 Method and Form of Notice.** Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

**COMMISSION:** CHILDREN AND FAMILIES COMMISSION OF  
ORANGE COUNTY  
Director of Contracts Administration  
17320 Redhill, Suite 200  
Irvine, CA 92614

**CONTRACTOR:** See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. Any notices addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

**23.2 Advisory Notices Required.** Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature that may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

## **24. RIGHTS OF TERMINATION.**

**24.1 Termination Without Cause by Either Party Prior to Expiration of Term.** This Subparagraph 24.1 shall govern termination of this Agreement by either party without cause. Termination for cause shall be governed by Subparagraph 24.2 and the default provisions of this Agreement.

**24.1.1** COMMISSION and CONTRACTOR each reserve the right to terminate this Agreement at any time, without cause, upon fifteen (15) days' written notice to the other party. Upon receipt of a notice of termination without cause, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved and delineated by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services, if any, rendered prior to receipt of the notice of termination and for the part of the Services, if any, authorized by ADMINISTRATOR after the notice in accordance with the Schedule of Compensation, Exhibit B, or the other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

**24.2 Termination for Cause Due to Default of CONTRACTOR.** COMMISSION reserves the express right to terminate this Agreement for cause due to the default (as defined in Paragraph 25) by CONTRACTOR in its performance obligations under this Agreement. COMMISSION may in any notice of default advise CONTRACTOR it also intends to terminate the Agreement for cause. The notice of default from COMMISSION shall advise CONTRACTOR if COMMISSION intends to elect to terminate the Agreement and in this event CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever is earlier. In the event of termination, COMMISSION may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement (provided that COMMISSION shall use reasonable efforts to mitigate damages), and COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

## **25. DEFAULT.**

**25.1 Default by CONTRACTOR.** Failure by CONTRACTOR to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default ADMINISTRATOR, in his/her sole discretion, may avail on behalf of COMMISSION (or COMMISSION may avail itself) of any remedies available at law, in equity, or

otherwise specified in this Agreement (including immediate termination for cause as set forth in Subparagraph 24.2 above) and may elect any of the following:

**25.1.1** Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed; and/or

**25.1.2** Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery; and/or

**25.1.3** Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and/or

**25.1.4** Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities or damages it reasonably believes were suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

**26. COUNTERPARTS.** This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

**[Signature blocks for Agreement on following pages]**

**IN WITNESS**, COMMISSION and CONTRACTOR have executed this Agreement in the County of Orange, State of California.

**CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Chair

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF COMMISSION

By: \_\_\_\_\_  
Susan Novak  
Clerk of the Commission

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
WOODRUFF, SPRADLIN & SMART

By: \_\_\_\_\_  
James M. Donich, Commission Counsel

**[Signature block for CONTRACTOR on next page.]**

[Signature block continued from previous page.]

**CONTRACTOR**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD), CHILD DEVELOPMENT SERVICES (CDS)**, a California college district

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Peter J. Hardash, Vice Chancellor,  
Business Operations/Fiscal Services

**Note:** Please confirm authorized signatories' names and titles. Please provide a Board Resolution or other documentation confirming signature authority for the signatories, in addition to a Board Resolution approving execution of the agreement (can be combined in the same resolution).

Statutory Signature Authority For Corporations: (1) one signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Asst. Secretary, the CFO or an Asst. Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.

**EXHIBIT A**

**TO CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY  
AGREEMENT**

**PROJECT SUMMARY**

**Rancho Santiago Community College District (RSCCD),  
Child Development Services (CDS)  
F14-CB-12  
EduPlay  
Capacity Building Project  
Term: March 1, 2013 – August 31, 2014**

**1. FUNDING RECIPIENT**

Rancho Santiago Community College District (RSCCD),  
Child Development Services (CDS)  
A California College District  
2323 N. Broadway, Suite 350-2  
Santa Ana, CA 92706

Contact: Dee Tucker, Executive Director, 714-480-7546, tucker\_dee@rscsd.edu

Invoices/Documentation Contact: Dee Tucker, Executive Director, 714-480-7546,  
tucker\_dee@rscsd.edu

Signatories: Peter J Hardash, Vice Chancellor  
Business Operations/Fiscal Services

**2. PURPOSE**

The purpose of this Agreement is for CONTRACTOR to provide a high quality child care during non-traditional hours at a competitive price to currently-served and new children. CONTRACTOR's EdUPLay program will provide a high quality, rich educational environment for children 6 months to 5 years of age at its college centers during winter/spring/summer breaks and evening and weekend hours. EdUPLay will diversify CONTRACTOR's funding sources to mitigate the impact of state funding fluctuations, which critical to stabilizing services for its low-income families.

The COMMISSION's capacity building funding award is contingent on CONTRACTOR integrating a scholarship or sliding fee model or other opportunity to increase access to low-income families. CONTRACTOR shall include a detailed plan for implementing this condition into the Project and Implementation Plan described below.

**Exhibit A**  
Page 1 of 4



### 3. SCOPE OF WORK

CONTRACTOR shall provide the Services described in this Exhibit A (Project Summary), within the funding limitations of Exhibit B (Schedule of Compensation), all of which exhibits are attached hereto and incorporated herein by this reference. CONTRACTOR shall:

- 3.1 Provide quality child care to a minimum of sixty (60) children during non-traditional hours at a competitive price to currently-served and new children during the first 85 days of program implementation.
- 3.2 Establish a self-supporting and income-generating program.
  - 3.2.1 Develop a fee-for-service model to generate income as a strategy to secure the program.
  - 3.2.2 Assign a dedicated manager to take the program to scale and establish it as a recognized and sought after service that will be sustain through the fees parents pay for the service.
    - 3.2.2.1 Manager shall: hire staff, implement the marketing plan, enroll families and provide supervision and oversight to complete the project targets and goals.
- 3.3 Develop a detailed plan for implementing the COMMISSION's condition of award to integrate a scholarship or sliding fee model or other opportunity to increase access to low-income families and incorporate this information into the Project and Implementation Plan referenced in Section 3.4, below.
- 3.4 Submit a Project and Implementation Plan, which shall include, but not be limited to the following:
  - 3.4.1 **Description of Project** shall include a description of the organization and profit/nonprofit status; a description of organization's short and long-term goals; the organization's mission and vision statements; a description of the proposed project and a description of how the planned project and service(s) fit with the agency's goals and mission.
  - 3.4.2 **Community Need** shall include a description of the characteristics and needs of the target population, including numbers to be served, cultural aspects and a statement that ties solutions to the problem, citing available data that supports the community need and the method(s) used to determine the needs, identification of other agencies providing similar services and a description of how services will relate to those already offered or why additional services are needed, as appropriate, and describe the partnerships or referral opportunities needed to make service provision effective and comprehensive in the community.
  - 3.4.3 **Service Delivery** shall include a complete description of the range and scope for the planned services, how services are culturally appropriate and

accessible to the community, how the services are evidence-based or evidence-informed, the tools or instruments to be used, the questions to be addressed and how the project proposes to answer them, how partners will be involved in service delivery, and implementation, as appropriate.

**3.4.4 Management Plan** shall include an organizational chart with key positions and functions relevant to the organization and service delivery. The Management Plan shall describe how business decisions will be made and identify the role of the Board of Directors and how they function.

**3.4.5 Operations** shall include the changes, additions and/or modifications necessary to the organizational infrastructure to accommodate the planned service(s) and a description of how finances will be managed.

**3.4.6 Marketing Plan** shall include information about how services will be marketed to the target population and to prospective partners to ensure sustainability of the project.

**3.4.7 Evaluation Plan** shall describe methods for measuring program implementation, fidelity and programmatic success, a definition of the planned outcomes that addresses the target population, number of people served, the data collected, methods used, and how data will be analyzed and how an outside evaluator will be used, as appropriate.

**3.4.8 Financial Planning & Sustainability Plan** shall identify a strategy to pursue additional funding strategies after the term of this Agreement, including potential resources/source of revenue and the likelihood of funding from these sources, the staff person(s) responsible for ongoing resource generation and a three-year budget including but not limited to staff, supplies and infrastructure, space, leases and promotional materials.

**3.4.9** The Project and Implementation Plan shall be approved by CONTRACTOR's Board of Directors and shall be submitted to ADMINISTRATOR no later than November 1, 2013, along with a copy of a Board Resolution or Minutes documenting the Board's review and approval of the Project and Implementation Plan. The Project and Implementation Plan shall be subject to the reasonable satisfaction of ADMINISTRATOR.

**3.5** Submit a Final Report, which shall include, but not be limited to the following:

**3.5.1 Overview of the Project** shall include a description of the target population of children and/or families served by the project. If applicable, describe how and why the target population's needs shifted over the course of the project; describe the specific problem that the project sought to address and what the project was trying to accomplish.

**3.5.2 Overview of Project Model** shall include the project's specific goals and objectives, activities/interventions and outcomes measured, the process and outcome measures design, data collection procedures and data analysis conducted.

- 3.5.3 Project Implementation** shall include a description of the major interventions implemented, duration of services, contextual events or community changes influencing implementation, challenges or barriers encountered and lessons learned about how to deal with the challenges.
- 3.5.4 Project Evaluation** shall include findings from the outcomes to be measured by the project, an interpretation of the findings as to what the findings mean, any factors that may have influenced the findings and implications of the findings, and if possible, how do these findings compare with other relevant outcomes tracked by similar data. The evaluation shall include any other process or qualitative evaluation results (e.g., focus groups, key stakeholder interviews) regarding the project's efforts to serve children and families.
- 3.5.5 Sustainability** shall include a description of what parts of the project are or will be sustainable, how your agency will be able to sustain all or part of the program (e.g., funding, policy or program change) and any products that have been developed as a result of the project.
- 3.5.6 Implications of Results and Key Recommendations** shall include lessons learned from the project, recommendations to the COMMISSION regarding the needs of families and what services or interventions seem to be most effective in meeting those needs, and any future recommended changes to the project.
- 3.5.7** The Final Report shall be approved by CONTRACTOR's Board of Directors and shall be submitted to ADMINISTRATOR no later than August 31, 2014, along with a copy of a Board Resolution or Minutes documenting the Board's review and approval of the Final Report. The Final Report shall be subject to the reasonable satisfaction of ADMINISTRATOR.
- 3.6** CONTRACTOR shall cooperate with COMMISSION's Evaluation Manager and any consultants or outside evaluators engaged by the COMMISSION to evaluate the effectiveness of this project, in order to determine whether the project is a good investment for the COMMISSION. This evaluation will help guide the COMMISSION's long-term involvement with the Capacity Building projects.

#### **4. WAIVER/AMENDMENTS TO AGREEMENT**

None.

**EXHIBIT B**

**SCHEDULE OF COMPENSATION**

**1. PAYMENT SCHEDULE**

- 1.1** CONTRACTOR may, upon execution of the Agreement, bill COMMISSION in the amount of Thirty Three Thousand Dollars (\$33,000) which amount is approximately thirty-three percent (33%) of COMMISSION’S Maximum Payment Obligation as specified in Paragraph 16.1.
- 1.2** CONTRACTOR shall bill COMMISSION in the amount of Thirty Three Thousand Dollars (\$33,000) which amount is approximately thirty-three percent (33%) of COMMISSION’S Maximum Payment Obligation as specified in Paragraph 16.1 upon delivery of the Project and Implementation Plan described in Paragraph 3.4 of Exhibit A to this Agreement, which shall be subject to the reasonable satisfaction of ADMINISTRATOR.
- 1.3** CONTRACTOR shall bill COMMISSION in the amount of Thirty Four Thousand Dollars (\$34,000) which amount is approximately thirty-four percent (34%) of COMMISSION’S Maximum Payment Obligation as specified in Paragraph 16.1 upon delivery of the Final Report described in Paragraph 3.5 of Exhibit A to this Agreement, which shall be subject to the reasonable satisfaction of ADMINISTRATOR.

**2. BUDGET**

The Schedule of Compensation specified in Paragraph 1 to this Exhibit B is based upon the following cost estimates:

**2.1 PROJECT BUDGET**

<u><i>Rancho Santiago Community College District (RSCCD), Child Development Services (CDS)</i></u>	Funds Due
Staff Salaries and Benefits	\$51,315
Direct Project Expenses	\$46,725
Indirect/Administrative overhead	\$1,960
Subcontracts	\$0.00
<b>TOTAL FUNDS DUE</b>	<b>\$100,000</b>

## 2.2 BUDGET NARRATIVE

2.2.1 Budget and provide the following positions to perform services under this Agreement:

2.2.1.1 1 FTE Program Manager - \$51,315 (\$32,390 salary + \$18,925 benefits)

(a) **Minimum Qualifications:** Center Director – Requires CA Commission Teacher Credentialing Director

(b) **Job duties:** Provide services as described in subparagraphs Hire staff, implement the marketing plan, enroll families, and provide supervision and oversight to complete the project's targeted goals.

2.2.2 Budget Direct Project Expenses as follows:

2.2.2.1 \$7,650 for instructional supplies and materials, such as manipulatives, musical instruments, literacy/language materials, science materials, art supplies and play yard supplies and science materials for planting vegetables.

2.2.2.2 \$8,925 for non-instructional supplies and materials, such as gloves, diapers, office supplies, paper goods and cleaning/sanitizing supplies.

2.2.2.3 \$12,750 for food and supplies for children, such as meals for breakfast, lunch and snack, during program hours.

2.2.2.4 \$5,400 for field trips/transportation/admissions for educational trips outside the child development center to strengthen listening and engagement skills.

2.2.2.5 \$12,000 for marketing, such as printed materials, social media, direct mail marketing, banners, local publications and target website campaigns.

2.2.3 Budget Indirect/Administrative Expenses as follows:

2.2.3.1 \$1,960 This indirect rate is required by the district to cover costs of support functions.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
EDUCATIONAL SERVICES**

To:	Board of Trustees	Date:	February 19, 2013
Re:	Adoption of Revision to District Mission – Board Policy 1200		
Action:	Request for Approval		

**BACKGROUND**

Board Policy 1200 was adopted on October 8, 2012. During the subsequent development of the Planning Design Manual, the District Council determined that the first sentence of the policy was misleading and should be amended.

**ANALYSIS**

The policy references the mission of the District “and its colleges,” creating an impression that that colleges are separate and distinct from the District as opposed to being integral parts of a larger organization (the Rancho Santiago Community College District). In order to be consistent with how the term “District” is used in our new planning documents, it is recommended that the policy be amended by removing the words “and its colleges.”

**RECOMMENDATION**

It is recommended that the Board waive first and second reading and adopt the revision to Board Policy 1200.

Fiscal Impact: None	Board Date: February 19, 2013
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

## District Mission - BP1200

### Reference:

Accreditation Standard I

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

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

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

The mission is evaluated and revised on a regular basis.

**Adopted: October 8, 2012; Revised February 19, 2013**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Office of the Chancellor

To:	Board of Trustees	Date: February 19, 2013
Re:	Approval of Consulting Services Contract – McCallum Group, Inc.	
Action:	Request for Approval	

**BACKGROUND**

The volatility of the State of California budget has a direct impact on education and the Rancho Santiago Community College District (RSCCD). It is important that the district stay informed of all activity taking place in the California State Capitol that could possible affect the district. This information will assist in guiding the district through tumultuous times.

**ANALYSIS**

McCallum Group is a respected firm located in Sacramento that has up-to-date knowledge about what is going on in the state’s legislature and executive office, as well as key relationships with those involved in state government. In order to effectively respond to changes that affect education and the district, it is in the best interest of the district to engage the McCallum Group to provide consulting services and weekly reports of activity in Sacramento. This will allow the district to be in a position to respond more effectively. It is proposed that these consulting services begin January 25, 2013 and extend through July 25, 2013.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the Contract for Consulting Services with McCallum Group, Inc. as presented.

Fiscal Impact:	\$500/mo plus reimbursable expenses	Board Date: February 19, 2013
Prepared by:	Debra Gerard, Executive Assistant to the Chancellor	
Submitted by:	Raúl Rodríguez, Ph.D., Chancellor	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



# CONSULTING AGREEMENT

This agreement is entered into by and between McCallum Group, Inc., 1415 L Street, Suite 720, Sacramento, California 95814, hereinafter called "Consultant," and Rancho Santiago Community College District, 2323 N Broadway, Santa Ana, CA 92706, hereinafter called "Client."

## Terms and Conditions

### 1. Employment of Consultant

Client agrees to engage Consultant on a nonexclusive basis, and Consultant hereby agrees to undertake and perform certain consulting services commencing on January 25, 2013 and extending through July 25, 2013, unless terminated in accordance with paragraph 4 of this Agreement. Client retains Consultant as an independent contractor. Consultant and its employees are not employees of Client.

### 2. Scope of Services

Consultant shall perform the following services:

- Provide generally weekly e-mailed Sacramento Report to list of Client e-mail addressees.
- Provide up to 12 hours of consultation annually. This consultation could be in the form of a strategic planning session for the district, a power point presentation for your board, or consultation on the budget, facilities issues, legislators, CalSTRS issues, faculty advice, etc.

Consultant shall determine the method, details and means of performing these services. Consultant shall not lobby on Client's behalf.

### 3. Compensation

Client agrees to pay Consultant for its services under this contract the sum of three thousand dollars (\$3,000), which shall be payable at the rate of five hundred dollars (\$500) per month as invoiced by Consultant. In addition, if Consultant provides Client with consulting services at a location outside of Sacramento, Consultant shall be reimbursed by Client for all reasonable travel expenses, including airline tickets, car rentals, mileage, parking, tolls, hotel accommodations, and meals, as invoiced after the fact by Consultant.

If Client asks Consultant to perform services in addition to those specifically listed in paragraph 2, the parties shall negotiate for additional compensation to be paid Consultant for such additional services.

4. Termination

This Agreement may be terminated by either party for cause upon 30 days' prior written notice of termination and the reasons for termination to the other party. "Cause" shall mean any misconduct or continuing nonperformance that the terminating party determines materially impairs the purpose of the agreement.

5. Client Representative

Client shall specify, in writing, a designated representative who shall be Client's primary contact in the administration of this contract. In the absence of a designation to the contrary, Raul Rodriguez shall be Client's designated representative.

6. Miscellaneous

a) Consultant covenants that it presently has no interest, and shall have no interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. Client understands that Consultant currently represents a number of other community college districts, and agrees that, in the event of a conflict between any of those districts' interests and Client's interests, Consultant will contact Client and advise it of such conflict, and of its planned action.

b) Consultant shall not assign or transfer any interest in this Agreement without the prior written consent of Client's designated representative.

c) This agreement shall constitute the full and complete agreement between the parties, and shall supersede any prior or contemporaneous oral or written discussions or agreements.

By: \_\_\_\_\_  
Patrick McCallum, President  
McCallum Group, Inc.

Date \_\_\_\_\_

By: \_\_\_\_\_  
Raul Rodriguez, Chancellor  
Rancho Santiago Community College District

Date \_\_\_\_\_