

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, April 2, 2012
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 March 12, 2012 **Action**

1.6 Approval of Consent Calendar **Action**

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

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

1.7 Recognition of Students by Board of Trustees

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

- Enrollment
- Facilities
- College activities
- Upcoming events

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

- Student activities

2.5 Reports from Academic Senate Presidents

- Senate meetings

2.6 Informational Presentation on the Budget

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])

- a. Part-time Faculty
- b. Classified Staff
- c. Student Workers
- d. Professional Experts

2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Mepco Services, Inc., Hartford Fire Insurance Company, vs. Rancho Santiago Community College District, and DOES 1-10, inclusive, Orange County Superior Court Case No. 30-2011-00490760-CU-BC-CJC

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

Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services

Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association

4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

Action

- Approval of New Job Descriptions
- Approval of Changes of Assignments
- Approval of Permission to Accept Outside Assignments
- Ratification of Resignations/Retirements
- Approval of Leaves of Absence
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record

3.2 Classified Personnel

Action

- Approval of Out of Class Assignments
- Approval of Changes in Positions
- Approval of Correction in Salary Placements
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

4.0 INSTRUCTION

- *4.1 Approval of Agreement between University of California, Irvine, and RSCCD for Research Evaluation of Santa Ana College's (SAC) ENGAGE in STEM Grant Funded Project Action
The administration recommends approval of the agreement between the University of California, Irvine, and RSCCD on behalf of Santa Ana College for the research evaluation of SAC's ENGAGE in STEM Grant funded project.
- *4.2 Approval of Agreement between University of Southern California-Center for Urban Development and RSCCD for Research Evaluation of SAC's ENGAGE in STEM Grant Funded Project Action
The administration recommends approval of the agreement between the University of Southern California-Center for Urban Education and RSCCD on behalf of Santa Ana College for the research evaluation of SAC's ENGAGE in STEM Grant funded project.
- *4.3 Approval of New OTA Agreement – Newport Language and Speech Centers Action
The administration recommends approval of the agreement with Newport Language and Speech Centers in Orange, California.
- *4.4 Approval of OTA Agreement Renewal – Northridge Hospital Medical Center Action
The administration recommends approval of the agreement with Northridge Hospital Medical Center in Northridge, California.
- *4.5 Approval of New Pharmacy Technology Agreement – California Pharmacy Action
The administration recommends approval of the contract with California Pharmacy in Westminster, California.
- *4.6 Approval of Amendment #6 to CJA Agreement – County of Orange Action
The administration recommends approval of the amendment with the County of Orange in Santa Ana, California.
- *4.7 Approval of Pharmacy Technology Agreement Renewal – AHMC Anaheim Regional Medical Center LP Action
The administration recommends approval of the contract with AHMC Anaheim Regional Medical Center LP in Anaheim, California.

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

- *4.8 Approval of Nursing Agreement Renewal – Mission Hospital Action
The administration recommends approval of the clinical affiliation agreement renewal with Mission Hospital in Mission Viejo, California.
- *4.9 Approval of New Pharmacy Technology Agreement – University of the Pacific Action
The administration recommends approval of the agreement with University of the Pacific in Stockton, California.
- *4.10 Approval of Rose & Tuck Consulting Contract Action
The administration recommends approval of the consulting services from Rose & Tuck Consulting as presented as part of a district-wide initiative to upgrade financial aid processes. All costs to be paid by BFAP financial aid categorical funds.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers during the month of February 2012.
- *5.3 Approval of Lease Agreement between RSCCD/Small Business Development Center (SBDC) and Brea Chamber of Commerce Action
The administration recommends approval of the lease agreement between RSCCD's SBDC and Brea Chamber of Commerce and authorization be given to the Vice Chancellor of Business Operations/ Fiscal Services or his designee to sign the agreement on behalf of the district.
- *5.4 Approval of State Categorical Program Flexibility Transfer per AB1610 Action
The administration recommends approval of the State Categorical Flexibility Transfer request per SB70 as presented.
- *5.5 Approval of Change Order #3 for Bid #1137 – Masonry at Athletic/ Aquatic Complex at Santiago Canyon College (SCC) Action
The administration recommends approval of change order #3 for Industrial Masonry, Inc., for Bid #1137 for masonry for the Athletic/Aquatic complex at SCC as presented.

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

- *5.6 Approval of Change Order #4 for Bid #1138 – Structural Steel at Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #4 for Blazing Industrial Steel, Inc., for Bid #1138 for structural steel for the Athletic/Aquatic complex at SCC as presented.
- *5.7 Approval of Change Order #2 for Bid #1143 – Glass and Glazing for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #2 for Bid #1143 for Glazcon Industries for glass and glazing for the Athletic/Aquatic complex at SCC 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:
- | | |
|---|-----------|
| - Basic Skills Initiative (SCC) - <i>Augmentation</i> | \$ 1,469 |
| - Disabled Students Programs & Services (DSPS) (SCC) | \$364,382 |
| - Enrollment Growth for Nursing ADN Programs, Year 2
(SAC) – <i>Augmentation</i> | \$192,784 |
- *6.2 Approval of Sub-Agreement between RSCCD and East Los Angeles College Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to sign the agreement on behalf of the district.
- *6.3 Approval of Sub-Agreements between RSCCD and Cuesta College, Napa Valley College, and Southwestern Community College District Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to sign the agreements on behalf of the district.
- *6.4 Approval of Sub-Agreement between RSCCD and Central Orange County Career Technical Education Partnership Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor of Business Operations/Fiscal Services or his designee to sign the agreement on behalf of the district.

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

- *6.5 Approval of Sub-Agreement between RSCCD and California State University, Fresno Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor of Business Operations/ Fiscal Services or his designee to sign the agreement on behalf of the district.
- *6.6 Adoption of Resolution No. 12-13 – California Community Colleges Chancellor’s Office Board of Governors (F11-0071) Action
The administration recommends adoption of the resolution with the California Community Colleges Chancellor’s Office that authorizes the chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.
- *6.7 Adoption of Resolution No. 12-14 – California Department of Rehabilitation (27353) Action
The administration recommends adoption of the resolution agreement with the California Department of Rehabilitation that authorizes the Vice Chancellor or his designee to sign the contract documents for the 2011-2012 fiscal year.
- *6.8 Adoption of Resolution #12-15 authorizing payment to Trustee Absent from Board Meetings Action
This resolution requests authorization of payment to Mr. John Hanna for his absence from the March 12, 2012, board meeting due to family matters.
- 6.9 Board Member Comments Information
- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on April 23, 2012.

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

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

Board of Trustees (Regular meeting)

Monday, March 12, 2012

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Mr. Phillip Yarbrough. Other members present were Dr. David Chapel, Mr. Brian Conley, Mr. Larry Labrado, Mr. Mark McLoughlin, and Mr. Andrew Hanson. Ms. Arianna Barrios arrived at the time noted. Mr. John Hanna was not in attendance due to family matters.

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. Brian Garcia, son of Ms. Isabel Garcia, High School & Community Outreach Specialist at Santiago Canyon College (SCC) Orange Education Center.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Conley, seconded by Mr. Labrado, and carried unanimously to approve addendums for Item 3.1 (Management/Academic Personnel) and Item 3.2 (Classified Personnel).

1.4 Public Comment

Ms. Corinna Evett spoke regarding the RSCCD budget.

1.5 Approval of Minutes

It was moved by Mr. Conley, seconded by Mr. McLoughlin, and carried unanimously to approve the minutes of the regular meeting held February 27, 2012.

Ms. Arianna Barrios arrived at this time.

1.6 Approval of Consent Calendar

It was moved by Mr. Labrado, seconded by Mr. Hanson, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda), with the exception of Item 4.5 (Proposed Revisions for 2012-2013 Santa Ana College Catalog) and Item 4.6 (Proposed Revisions for 2012-2013 Santiago Canyon College Catalog) removed from the Consent Calendar by Mr. Hanson, and Item 5.2 (Resolution No. 12-09 – Landscaping for Loop Road Extension at SCC), Item 5.3 (Resolution No. 12-10 – Concrete for Loop Road Extension at SCC), and Item 5.4 (Change Order #3 for Bid #1146 – Framing/Elevators for Humanities Building at SCC) removed from the Consent Calendar by Mr. McLoughlin.

- 4.1 Approval of Distance Education Agreement Amendment – City of Santa Ana
The board approved the Inmate Education Program Affiliation Agreement Amendment with the City of Santa Ana, California.
- 4.2 Approval of OTA Agreement Renewal – County of Orange
The board approved the agreement with the County of Orange in Santa Ana, California.
- 4.3 Approval of Nursing Agreement Renewal – College Hospital Partial Hospitalization Program
The board approved the renewal of the clinical affiliation agreement with College Hospital Partial Hospitalization Program in Santa Ana, California.
- 4.4 Approval of Nursing Agreement Addendum – Regents of University of California (UC Irvine Medical Center)
The board approved the clinical affiliation agreement addendum with the Regents of the University of California (UC Irvine Medical Center).
- 4.7 Approval of Santa Ana College Community Services Program - Summer 2012
The board approved proposed SAC Community Services program for summer 2012.
- 4.8 Approval of Santiago Canyon College Community Services Program - Summer 2012
The board approved the proposed SCC Community Services program for summer 2012.
- 4.9 Approval of Learning Activity Placement Agreement - Cal State University, Fullerton
The board approved the agreement with California State University, Fullerton.
- 5.1 Approval of Payment of Bills
The board approved payment of bills as submitted.

1.6 Approval of Consent Calendar – (cont.)

5.5 Approval of Purchase Orders

The board approved the purchase order listing for the period February 4, 2012, through February 24, 2012.

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:

- Basic Skills Initiative (SAC) – <i>Adjustment</i>	-\$ 11,547
- Board Financial Assistance Program (BFAP) (SAC)	\$638,401
- Board Financial Assistance Program (BFAP) (SCC)	\$ 7,495
- <i>Augmentation</i>	
- Career and Technical Education (CTE) Transitions (SCC)	\$ 93,940
- Career Technical Education (CTE) Community Collaborative V (District)	\$411,350
- Career Technical Education (CTE) Workforce Innovation Partnerships IV (District)	\$218,750
- Youth Entrepreneurship Program (YEP) – BEC Year 2 (District)	\$ 50,000
- Youth Entrepreneurship Program (YEP) – CITD Year 5 (District)	\$ 50,000
- Youth Entrepreneurship Project – Faculty Mini Grants Program II (District)	\$285,000

1.7 Recognition of Classified Staff by Board of Trustees

The board recognized Ms. Isabel Garcia, High School and Community Outreach Specialist at the SCC Orange Education Center, and Ms. Brenda Serratos, Administrative Secretary at the SAC Centennial Education Center, for their professional achievements, dedication, and service to the campus community and the Rancho Santiago Community College District.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

2.3 Report from Student Trustee

Mr. Andrew Hanson provided a report to the board.

2.4 Reports from Student Presidents

Ms. Evelyn Sanchez, Student President, Santa Ana College provided a report to the board.

There was no representation from Santiago Canyon College.

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

Mr. Morrie Barembaum, Academic Senate President, Santiago Canyon College
Mr. Raymond Hicks, Academic Senate President, Santa Ana College

RECESS TO CLOSED SESSION

The board convened into closed session at 5:16 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
 - d. Professional Experts
2. Conference with Legal Counsel: Existing Litigation (pursuant to Government Code Section 54956.9[a])

Mepco Services, Inc., Hartford Fire Insurance Company, vs. Rancho Santiago Community College District, and DOES 1-10, inclusive, Orange County Superior Court Case No. 30-2011-00490760-CU-BC-CJC
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)

Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services

Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board reconvened at 6:31 p.m.

Closed Session Report

Ms. Barrios reported during closed session the board discussed public employment, existing litigation, public employee discipline, the chancellor's evaluation, and conferred with its labor negotiator. In addition, the board voted unanimously (Mr. Hanna absent) to ratify the suspension of Mr. Alfonso Roman, Gardener/Utility Worker, for five days; and release Mr. Jeffrey Jones, District Safety Officer, and Mr. Oscar Osornio, Skilled Maintenance Worker, from probation.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Tenure Review Recommendations for 2012-2013
- Approve End of Interim Assignments/Return to Regular Assignments
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Intern Services

3.2 Classified Personnel

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

- Approve New Appointments
- Approve Temporary to Contract Assignments
- Approve Changes in Positions
- Approve Changes in Salary Placements
- Approve New Appointments
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Student Assistant Lists

3.3 Approval of Amendment to Exhibit B of Hay Group Consultant Inc. Agreement

It was moved by Mr. Conley, seconded by Mr. Hanson, and carried unanimously to approve the amendment to the Agreement with Hay Group Consultant Inc.

3.4 Authorization for Board Travel/Conferences

It was moved by Mr. Conley and seconded by Mr. Hanson to approve the submitted conference and travel by a board member. Discussion ensued. The motion carried with one nay vote from Dr. Chapel.

4.0 INSTRUCTION

Items 4.1 through 4.4 and 4.7, 4.8, and 4.9 were approved as part of Item 1.6 (Consent Calendar).

4.5 Approval of Proposed Revisions for 2012-2013 Santa Ana College Catalog

It was moved by Mr. Conley and seconded by Mr. Hanson to approve the proposed revisions for the 2012-2013 catalog. Discussion ensued. The motion carried unanimously.

4.6 Approval of Proposed Revisions for 2012-2013 Santiago Canyon College Catalog

It was moved by Mr. Labrado and seconded by Mr. McLoughlin to approve the proposed revisions for the SCC 2012-2013 catalog as presented. Discussion ensued. The motion carried unanimously.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1 and 5.5 were approved as part of Item 1.6 (Consent Calendar).

5.2 Adoption of Resolution No. 12-09 – Landscaping for Loop Road Extension at Santiago Canyon College

It was moved by Mr. Conley and seconded by Mr. Hanson to adopt Resolution No. 12-09 for Tropical Plaza Nursery, Inc., for Bid #1134 for landscaping for the Loop Road Extension at SCC as presented. Discussion ensued on this item and Item 5.3. The motion carried unanimously.

5.3 Adoption of Resolution No. 12-10 – Concrete for Loop Road Extension at Santiago Canyon College

It was moved by Mr. Labrado and seconded by Mr. McLoughlin to approve Resolution No. 12-10 for Guy Yocom Construction, Inc., for Bid #1140 for concrete for the Loop Road Extension at SCC as presented. Discussion ensued during discussion of Item 5.2. The motion carried unanimously.

5.4 Award of Change Order #3 for Bid #1146 – Framing/Elevators for Humanities Building at Santiago Canyon College

It was moved by Mr. Conley, seconded by Mr. Hanson, and carried unanimously to approve change order #3 for Bid #1146 for Inland Building Construction, Inc., for framing/elevators for the Humanities building at SCC as presented.

6.0 GENERAL

Item 6.1 was approved as part of Item 1.6 (Consent Calendar).

6.2 Adoption of Resolution No. 12-11 in Honor of City of Orange Citizen of the Year

It was moved by Mr. Conley and seconded by Mr. Hanson to adopt Resolution No. 12-11. Discussion ensued on this item and Item No. 6.3. The motion carried unanimously.

6.3 Adoption of Resolution No. 12-12 in Honor of City of Orange, Orange Business of the Year

It was moved by Mr. Labrado and seconded by Mr. Hanson to adopt Resolution No. 12-12. Discussion ensued during discussion of Item 6.2. The motion carried unanimously.

6.4 Reports from Board Committees

Ms. Barrios provided a report on the March 1, 2012, Orange County Community Colleges Legislative Task Force meeting.

6.5 Board Member Comments

Ms. Barrios and Mr. McLoughlin commended staff on a successful SCC Community Science night event.

On behalf of a SCC student representative, Mr. Hanson reported that SCC student senate members are contacting legislators regarding SB1456 (Community Colleges: Seymour-Campbell Student Success Act of 2012).

Mr. Hanson reported he recently attended the SAC soccer field groundbreaking event and art exhibitions at SAC and the SAC Arts Gallery at the Santora Building. He plans to attend SAC's theatre production of "Zoot Suit," a Region 8 Veterans Program Directors Consortium meeting, and a Student Senate for California Community Colleges Region 8 meeting at SCC.

Dr. Chapel reported he has been asked to give a presentation on Standard 4 (governance processes) at the Review of Accreditation Standards and Practices hearings on March 14 in Huntington Beach.

6.5 Board Member Comments – (cont.)

Mr. Conley commended the Orange County Community Colleges Legislative Task Force representatives that participated in meetings he attended in Washington, D.C.

Mr. Conley reported that he recently participated in meetings in Sacramento as a commissioner with the California Student Aid Commission.

Mr. Yarbrough thanked Mr. McLoughlin for representing the board at the SAC soccer field groundbreaking ceremony held earlier today.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be on April 2, 2012.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 6:56 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

April 2, 2012

MANAGEMENT

New Job Description/Attachment #1

Director, Communications & Publications
Classified Supervisory
Grade E

Change of Assignment

Iannacone, Judy
Director, Communications & Publications
Public Affairs & Governmental Relations
District Office

Effective: April 3, 2012
Salary Placement: E-7 \$124,343.70/Year

Permission to Accept Outside Assignment

Hernandez, John – To serve on the State Chancellor’s Office Work Group on Enrollment Priorities from March 1 – December 29, 2012.

Hernandez, John – To serve as Senior Level Member at Large on the American College Personnel Associate (ACPA) Governing Board from March 1, 2012 – March 31, 2015.

FACULTY

Ratification of Resignations/Retirements

Gates, James
Professor, Water Utility Science/
Environmental Studies/Public Works
Business & Career Technical Education Division
Santiago Canyon College

Effective: May 20, 2012
Reason: Retirement

Isaac, John
Assistant Professor, High School Subjects
CEC/Continuing Education Division
Santa Ana College

Effective: May 31, 2012
Reason: Resignation

FACULTY (CONT'D)

Leave of Absence

Atwood, Sarah
Instructor, High School Subjects
OEC/Continuing Education Division
Santiago Canyon College

Effective: February 14, 2012 – April 12, 2012
Reason: Maternity Leave

Stipends

Foley, Denise
Associate Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: March 1, 2012
Stipend Amount: \$100.00
Reason: Staff Development

Gaer, Susan
Coordinator, ESL
CEC/Continuing Education Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$50.00
Reason: Staff Development

Garcia, Yolanda
Librarian
Fine & Performing Arts Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$50.00
Reason: Staff Development

Gilmour, Dennis
Counselor
Counseling Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$50.00
Reason: Staff Development

Hicks, Ray
Professor, ESL
Humanities & Social Sciences Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$50.00
Reason: Staff Development

Huck, Todd
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$100.00
Reason: Staff Development

Jaffray, Shelly
Professor, English
Humanities & Social Sciences Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$50.00
Reason: Staff Development

FACULTY (CONT'D)

Stipends (cont'd)

Kelcher, Mike Associate Professor, Chemistry Science & Mathematics Division Santa Ana College	Effective: August 22, 2011 Stipend Amount: \$50.00 Reason: Staff Development
Kikawa, Eve Professor, Dance Fine & Performing Arts Division Santa Ana College	Effective: August 22, 2011 Stipend Amount: \$50.00 Reason: Staff Development
Lopez, Jorge Associate Professor, Biology Science & Mathematics Division Santa Ana College	Effective: August 22, 2011 Stipend Amount: \$50.00 Reason: Staff Development
Lopez-Jaurequi, Leticia Professor, Spanish Humanities & Social Sciences Division Santa Ana College	Effective: August 22, 2011 Stipend Amount: \$50.00 Reason: Staff Development
Marecek, Lynn Professor, Math Science & Mathematics Division Santa Ana College	Effective: August 22, 2011 Stipend Amount: \$100.00 Reason: Staff Development
McMillan, Jeff Professor, Chemistry Science & Mathematics Division Santa Ana College	Effective: August 22, 2011 Stipend Amount: \$50.00 Reason: Staff Development
Nichols, Bruce Professor, Computer Information Systems/ Computer Science Business Division Santa Ana College	Effective: March 1, 2012 Stipend Amount: \$200.00 Reason: Curriculum Development
Parolise, Michelle Coordinator, Occupational Therapy Assistant Program Human Services & Technology Program Santa Ana College	Effective: August 22, 2011 Stipend Amount: \$50.00 Reason: Staff Development

FACULTY (CONT'D)

Stipends (cont'd)

Porter, Monica
Coordinator, Speech/Language Pathology
Assistant Program
Disabled Students Programs & Services
Special Services Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$50.00
Reason: Staff Development

Robertson, Mario
Associate Professor, Anthropology
Humanities & Social Sciences Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$50.00
Reason: Staff Development

Serrano, Jr., Maximilano
Assistant Professor, Automotive Technology
Human Services & Technology Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$50.00
Reason: Staff Development

Valdez, Susanne
Associate Professor, Human Development
Humanities & Social Sciences Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$50.00
Reason: Staff Development

Zarske, John
Professor, Math
Science & Mathematics Division
Santa Ana College

Effective: August 22, 2011
Stipend Amount: \$50.00
Reason: Staff Development

Part-time Hourly Hires/Rehires

Carpenter, Robert
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Martinez, Jose
Instructor, Mathematics
Science & Mathematics Division
Santa Ana College

Effective: August 20, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Watkins, Derrick
Assistant Football Coach
Exercise Science, Health & Athletics Division
Santa Ana College

Effective: March 26, 2012
Stipend Amount: \$750.00

FACULTY (CONT'D)

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

Watkins, Derrick
Instructor, Kinesiology
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 27, 2012
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Non-paid Instructors of Record

Cramton, Richard
Instructor, Fire Technology (equivalency)
Chino Valley Fire
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2012

Moore, Michael
Instructor, Fire Technology (equivalency)
Chino Valley Fire
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2012

Morales, Peter
Instructor, Fire Technology (equivalency)
Chino Valley Fire
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2012

Roebuck, Peter
Instructor, Fire Technology (equivalency)
Chino Valley Fire
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2012

Williams, Dale
Instructor, Fire Technology (equivalency)
Chino Valley Fire
Human Services & Technology Division
Santa Ana College

Effective: April 3, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
DIRECTOR, COMMUNICATIONS AND PUBLICATIONS**

CLASS SUMMARY

Responsible for the development, implementation, and evaluation of the district's communications programs and publications operations. Responsible for managing and coordinating the preparation and production of all visual communications including electronic media. Performs other duties as assigned.

REPRESENTATIVE DUTIES

Provides leadership and technical expertise for the district's public, community, and internal communications activities; serves as spokesperson for and representative of the district when appropriate; supervises assigned staff; develops and manages departmental budgets.

Oversees the development and maintenance of content areas on the district's web site and employee intranet. Directs and spearheads district media relations efforts. Supports graphic communications staff in creating materials such as brochures, annual reports, fact sheets, and other PR and marketing tools.

Cultivates and sustains favorable and open lines of communication with internal constituency groups. Initiates, cultivates and manages the office's media relationships to ensure neutral or positive coverage of the district and colleges. Plans, coordinates and supervises special events and key initiatives. Develops district-wide and college-specific marketing activities; develops and coordinates the implementation of strategies to reach targeted audiences through feature articles, news releases, opinion/editorials, etc. Monitors local and national media to determine areas of interest and opportunities.

Plans, organizes, schedules, directs and supervises graphic production; creates, coordinates and integrates content and design elements of major district publications; consults with management, faculty and staff on publications and design needs; develops and recommends policies and procedures for the efficient organization and operation of publications; assists in the recruitment and selection of staff; assigns, supervises, and evaluates staff; reviews all requests for the purchase of equipment and makes appropriate recommendations; develops plans for improving print and electronic services in the district and makes appropriate recommendations.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
DIRECTOR, COMMUNICATIONS AND PUBLICATIONS (continued)**

ORGANIZATIONAL RELATIONSHIPS

This director reports directly to the Executive Vice Chancellor of Human Resources and Educational Services. This classification works closely with college and district leadership to direct and manage internal communications initiatives, publications, and media relations.

REQUIRED SKILLS AND QUALIFICATIONS

Training and Experience

A bachelor's degree in communications, public relations, journalism or English or another related field. Three to five years experience in a community relations, public relations, marketing or related occupation with direct responsibility for publications, media relations, and communications planning and implementation, including at least three years of project management and supervisory experience. Demonstrated ability as a strong writer and oral communicator.

Knowledge and Abilities

Knowledge of:

- current and emerging technology in order to produce content for the website(s), intranet, and/or social media;
- communications research, processes, planning and program implementation.

Ability to:

- effectively manage, supervise, coach, and evaluate a team of communications professionals;
- analyze, evaluate and respond to diverse communications situations;
- shape and control the flow of information to key constituencies;
- sustain positive communication and open lines of communication with internal and external stakeholders;
- identify story ideas and shape key messages and media relations tools to generate positive coverage of the district and colleges;
- handle sensitive media relations situations, including handling on-site crisis communications response;
- coordinate a variety of high profile tasks and responsibilities;
- serve as a media spokesperson for the district and diffuse negative communications situations;
- team with other communications professionals, district and college-level colleagues on special projects.

Ratification of Resignation/Retirement

Bosboom, Debra
Applications Specialist III/ ITS

Effective: March 12, 2012
Reason: Resignation

CLASSIFIED HOURLY

New Appointments

Tran, Dieuthu
Instructional Assistant (CL12-034)
School of Continuing Education/SAC

Effective: March 12, 2012
Up to 19 Hours/Week School Session
Grade 5, Step A \$15.80/Hour

Ratification of Resignation/Retirement

Schaffner, Welsey
Instructional Assistant/ Fine & Performing
Arts /SAC

Effective: February 15, 2012
Reason: Medical Layoff

TEMPORARY ASSIGNMENT

Mateer, Penny
Instructional Assistant/ Human Services &
Tech./ SAC

Effective: 04/03/12 – 06/30/12

Additional Hours for On Going Assignment

Harrizon, Rosa
Student Services Specialist/ Student
Affairs/ SAC

Effective: 01/03/12 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Tran, Dieuthu
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 03/12/12 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments

Duong, Quyen
Instructional Assistant/ School of
Continuing Education/SAC

Effective: 03/06/12 – 06/30/12
Not to exceed 19 consecutive days in any
given period.

Substitute Assignments cont'd

Mazer, Randy Custodian/ Admin. Services/ SAC	Effective: 03/19/12 – 05/23/12
Medina, Carlos Custodian/ Admin.Services/ SAC	Effective: 03/19/12 – 06/30/12
Paz, Edgar Custodian/ Admin. Services/ SCC	Effective: 03/08/12 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Sanchez, Elida Instructional Assistant/ School of Continuing Education/SAC	Effective: 03/06/12 – 06/30/12 Not to exceed 19 consecutive days in any given period.
Serrano Arriola, Raul Custodian/ Admin. Services/ SCC	Effective: 03/08/12 – 06/30/12 Not to exceed 19 consecutive days in any given period.

MISCELLANEOUS POSITIONS

Arroyo, Anabel Community Services Presenter	Effective: 03/03/12
Mathews, Kimberly Presenter II/ Educational Services/ District	Effective: 03/12/12

Instructional Associates/Associate Assistants

Criminal Justice

Perez, Esther	Effective: 04/03/12
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Exercise Science

Marin, Lawrence	Effective: 03/26/12
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COMMUNITY SERVICE PRESENTERS

Stipends Effective February 11 – March 10, 2012

Abdul, Quayum	Amount: \$ 239.89
Arroyo, Anabel	Amount: \$ 210.00

COMMUNITY SERVICE PRESENTERS

Stipends Effective February 11 – March 10, 2012 cont'd

Bradley, Sabrina	Amount: \$ 306.94
Burns, Brigitte	Amount: \$ 294.40
Clary, Ling Ling	Amount: \$ 825.00
Dumon, Dori	Amount: \$ 120.00
Dumon, Dori	Amount: \$ 530.00
El Haggar, Bahiga	Amount: \$ 178.22
Fallgatter, Tarla	Amount: \$ 87.23
Figueroa, Miguel	Amount: \$ 865.18
Friebert, Martin	Amount: \$ 660.00
Glicksir, Barbara	Amount: \$ 1,120.00
Hagelbarger, Theresa	Amount: \$ 1,181.11
Hardy, Kamillia	Amount: \$ 626.40
Haugen, Nancy	Amount: \$ 280.00
Hogue, Tom	Amount: \$ 2,303.00
Jackson, Michelle	Amount: \$ 706.88
Konstant, Eugene	Amount: \$ 146.64
Krusemark, LeeAnne	Amount: \$ 234.21
Larsen, Jo Ellen	Amount: \$ 310.58
Luh, Binh	Amount: \$ 110.92
Munoz, Jayne	Amount: \$ 292.50
Nolasco, Jeffrey	Amount: \$ 600.00

COMMUNITY SERVICE PRESENTERS

Stipends Effective February 11 – March 10, 2012 cont'd

O'Connell, Jalon	Amount: \$ 99.26
Ortiz, Alberto	Amount: \$ 167.32
Potter, John	Amount: \$ 210.00
Pratt, Allison	Amount: \$ 1,494.60
Pratt, Allison	Amount: \$ 1,273.69
Sanders Cinamon, Diana	Amount: \$ 97.44
Schindelbeck, Judy	Amount: \$ 800.00
Sheldon, Joel	Amount: \$ 260.00
Soto, Jenise	Amount: \$ 133.10
Spies, Barbara	Amount: \$ 297.00
Thurston, Dawna	Amount: \$ 810.00
Vallot, Lothar	Amount: \$ 48.72

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Arrieta Valenzuela, Perla Sarahi	Effective: 03/12/12-06/30/12
Garcia, Gabriel Anthony	Effective: 03/12/12-06/30/12
Le, Justina Thai Hanh	Effective: 03/26/12-06/30/12

Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST

Herrera, Carmen	Effective: 03/12/12-06/30/12
Randazzo, Scott	Effective: 03/16/12-06/30/12
Rodriguez, Saul	Effective: 03/26/12-06/30/12
Sanchez, Sarah	Effective: 03/19/12-06/30/12
Serrano De Zelaya, Elizabeth	Effective: 03/14/12-06/30/12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Counseling Division

To:	Board of Trustees	Date: April 2, 2012
Re:	Approval of Agreement between University of California, Irvine and RSCCD for Research Evaluation of SAC's ENGAGE in STEM Grant Funded Project	
Action:	Request for Approval	

BACKGROUND

The Counseling Division's Center for Teacher Education has been awarded a U.S. Department of Education HSI STEM Collaborative grant totaling \$5.97 million for the period of 10/1/11 – 9/30/16. As part of the accepted grant proposal, the project requires external research agencies to evaluate the project outcomes. The University of California, Irvine Center for Educational Partnerships (CFEP) will serve as lead evaluation agency for the project.

ANALYSIS

The research activities of the lead evaluation agency, as specified in the agreement and the grant proposal, will be completely funded by the grant, in the amount of no more than \$30,000 per year for a total of \$150,000 over the effective period of the grant.

RECOMMENDATION

It is recommended that the board of trustees approve the Agreement between the University of California, Irvine and RSCCD on behalf of Santa Ana College for the Research Evaluation of SAC ENGAGE in STEM Grant Funded Project.

Fiscal Impact:	None	Board Date:	April 2, 2012
Prepared by:	Micki Bryant, Ph.D., Dean of Counseling Sara Lundquist, Ph.D., Vice President of Student Services		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD		

AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

This agreement ("Agreement") is entered into this 3rd day of April, 2012 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, on behalf of its Irvine campus ("University") and Rancho Santiago Community College District ("Sponsor"), "University and "Sponsor" will collectively be referred to as the Parties and agree as follows:

1. SCOPE OF WORK

The work to be performed by *University* under this Agreement shall be in accordance with the proposal, attached hereto as Exhibit A, ("Program"). Dr. Stephanie Reyes-Tuccio will be the University's Program Director and shall be responsible for the direction of all effort hereunder in accordance with applicable *University* policies.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement will be four years and four months effective from April 3, 2012 through September 30, 2016, unless extended by mutual written agreement, and contingent on annual renewal of grant funding.

3. TOTAL ESTIMATED COST

The total cost to the *Sponsor* for performance of this Agreement will not exceed \$30,000 per year for a maximum of \$150,000 over the effective period of the grant, contingent on annual renewal of grant funding. If at any time *University* has reason to believe that the cost of the program will be greater than estimated, *University* shall notify *Sponsor* in writing to that effect, giving a revised budget of the cost to complete the Program. *Sponsor* will not be obligated to reimburse *University* for the costs incurred in excess of the amount referenced above unless and until *Sponsor* has notified *University* in writing that additional funds will be provided.

4. PAYMENT AND BILLING

The *Sponsor* shall make payment to the *University* upon receipt of the *University's* properly completed invoice. The *Sponsor* will not be obligated to pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by Article 3. *University* shall submit an invoice as follows:

1. For research and evaluation costs;
2. In triplicate (an original and two copies);
3. Referencing the agreement number; and,
4. Providing detail of expenditure in accordance with the budget categories listed,
5. Addressed to: Rancho Santiago Community College District
 c/o Sara Lundquist
 1530 West 17th Street
 Santa Ana, CA 92706-3398
6. Send Payment to: Contracts and Grants Accounting
 2650 Berkeley Place
 University of California, Irvine
 Irvine, CA 92697-1050
7. Checks Payable to: The Regents of the University of California

5. ADVERTISING AND PUBLICITY

Neither the *University* nor the *Sponsor* shall use the name of the other, either expressly or by implication, in any advertisement, press release or publicity without the expressed written approval of the other party to this agreement.

6. INDEMNIFICATION

Each party shall defend, indemnify and hold the other, including its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are not caused by or result from the negligent acts or omission of the other, including its offices, agents or employees.

University shall secure and maintain comprehensive general liability insurance or self-insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. University shall name the Sponsor as an additional insured. University shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. University shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. University shall provide worker's compensation coverage for each of its employees. University shall keep and maintain their premises in a safe and clean manner.

7. NOTICE

Whenever any notice is to be given hereunder, it will be in writing and will be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class or registered mail, postage prepaid, to the following address:

University: University of California, Irvine
Sponsored Project Administration
160 Administration Building
Irvine, CA 92697-1875

Sponsor: Rancho Santiago Community College District
ATTN: Sara Lundquist
1530 West 17th Street
Santa Ana, CA 92706-3398

Copies of all notices sent to: Peter Hardash
Vice Chancellor, Business Operations and Fiscal Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

8. TERMINATION

University or *Sponsor* may terminate this Agreement upon giving thirty (30) days prior written notice to the other party. Upon receipt of such notice of termination, *University* shall exert its reasonable efforts to limit or terminate any outstanding financial commitments for which *Sponsor* is to be liable. *Sponsor* shall reimburse *University* for all costs incurred by it for the Program through the date of termination, including without limitation, all uncancelable obligations. However, *Sponsor* will not be liable for any costs that cumulatively exceed the amount referenced in Article 3.

9. APPLICABLE LAW

The laws of the State of California will govern this Agreement.

10. ENTIRE AGREEMENT

This Agreement represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Title _____
(Signature)

Title _____
(Signature)

By _____

By Peter J. Hardash

Title _____

Title Vice Chancellor, Business Operations
and Fiscal Services

Date _____

Date _____

Exhibit A

SANTA ANA COLLEGE

April 3, 2012 – September 30, 2016

SCOPE OF WORK: The Center for Educational Partnerships (CFEP) at the University of California, Irvine, will serve as lead evaluation agency for the ENGAGE in STEM Project – Encouraging New Graduates and Gaining Expertise in Science, Technology, Engineering and Math, at Santa Ana College.

In this capacity, CFEP will coordinate the collection of formative and outcome data, develop needed instruments to collect data, prepare this data for reporting, and provide support to the Collaborative, the Hispanic-serving institutions of Santa Ana College, Fullerton College, and California State University, Fullerton, in accordance with the evaluation plan in the project grant application. A lead evaluator from the Evaluation Unit at CFEP will meet regularly with the HSI STEM Project Cooperative Arrangement Coordinating Council to implement the project evaluation plan, and will convene the Collaborative staff involved in the evaluation activities prescribed by CFEP on a regular basis as needed during the life of the grant. The lead evaluator from the Evaluation Unit at CFEP will also support timely data-sharing explorations by the Collaborative for the competitive priority of utilizing data-based decision-making to improve postsecondary student outcomes related to enrollment, persistence, and completion through a shared, accessible database and presentation software.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Counseling Division

To:	Board of Trustees	Date:	April 2, 2012
Re:	Approval of Agreement between University of Southern California-Center for Urban Development and RSCCD for Research Evaluation of SAC's ENGAGE in STEM Grant Funded Project		
Action:	Request for Approval		

BACKGROUND

The Counseling Division's Center for Teacher Education has been awarded a U.S. Department of Education HSI STEM Collaborative grant totaling \$5.97 million for the period of 10/1/11 – 9/30/16. As part of the accepted grant proposal, the project requires external research agencies to evaluate the project outcomes. The University of Southern California-Center for Urban Education (CUE) will serve as the evaluation agency specializing in equity in student outcomes for the project. CUE will collaborate with both project leaders and UCI to meet evaluation requirements and maximize results over the course of the initiative.

ANALYSIS

The research activities of the lead evaluation agency, as specified in the agreement and the grant proposal, will be completely funded by the grant, in the amount of no more than \$20,000 per year for a total of \$70,000 over the effective period of the grant.

RECOMMENDATION

It is recommended that the board of trustees approve the Agreement between the University of Southern California-Center for Urban Education and RSCCD on behalf of Santa Ana College for the Research Evaluation of SAC's ENGAGE in STEM Grant Funded Project.

Fiscal Impact:	None	Board Date:	April 2, 2012
Prepared by:	Micki Bryant, Ph.D., Dean of Counseling Sara Lundquist, Ph.D., Vice President of Student Services		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD		

AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
THE UNIVERSITY OF SOUTHERN CALIFORNIA

This agreement (“Agreement”) is entered into this 3rd day of April, 2012 by and between THE UNIVERSITY OF SOUTHERN CALIFORNIA-CENTER FOR URBAN EDUCATION, (“University”) and Rancho Santiago Community College District (“Sponsor”), “University and “Sponsor” will collectively be referred to as the Parties and agree as follows:

1. SCOPE OF WORK

The work to be performed by *University* under this Agreement shall be in accordance with the proposal, attached hereto as Exhibit A, (“Program”). Dr. Alicia C. Dowd will be the University’s Program Director and shall be responsible for the direction of all effort hereunder in accordance with applicable *University* policies.

2. PERIOD OF PERFORMANCE

The period of performance of this Agreement will be four years and four months effective from April 3, 2012 through September 30, 2016, unless extended by mutual written agreement, and contingent on annual renewal of grant funding.

3. TOTAL ESTIMATED COST

The total cost to the *Sponsor* for performance of this Agreement will not exceed \$20,000 per year for a maximum of \$70,000 over the effective period of the grant, contingent on annual renewal of grant funding. If at any time *University* has reason to believe that the cost of the program will be greater than estimated, *University* shall notify *Sponsor* in writing to that effect, giving a revised budget of the cost to compete the Program. *Sponsor* will not be obligated to reimburse *University* for the costs incurred in excess of the amount referenced above unless and until *Sponsor* has notified *University* in writing that additional funds will be provided.

4. PAYMENT AND BILLING

The *Sponsor* shall make payment to the *University* upon receipt of the *University*’s properly completed invoice. The *Sponsor* will not be obligated to pay any invoice where total payments would result in a cumulative payment in excess of the limitations imposed by Article 3. *University* shall submit an invoice as follows:

1. For research and evaluation costs;
2. In triplicate (an original and two copies);
3. Referencing the agreement number; and,
4. Providing detail of expenditure in accordance with the budget categories listed,

5. Addressed to: Rancho Santiago Community College District
 c/o Sara Lundquist
 1530 West 17th Street
 Santa Ana, CA 92706-3398

6. Send Payment to: Dominic Alpuche, Business Administrator
 Center for Urban Education
 USC Rossier School of Education
 Waite Phillips Hall, Suite 702
 3470 Trousdale Parkway
 Los Angeles, CA 90089-4037

7. Checks Payable to: University of Southern California-Center for Urban Education

5. ADVERTISING AND PUBLICITY

Neither the *University* nor the *Sponsor* shall use the name of the other, either expressly or by implication, in any advertisement, press release or publicity without the expressed written approval of the other party to this agreement.

6. INDEMNIFICATION

Each party shall defend, indemnify and hold the other, including its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages are not caused by or result from the negligent acts or omission of the other, including its offices, agents or employees.

University shall secure and maintain comprehensive general liability insurance or self-insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. University shall name the Sponsor as an additional insured. University shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. University shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. University shall provide worker's compensation coverage for each of its employees. University shall keep and maintain their premises in a safe and clean manner.

7. NOTICE

Whenever any notice is to be given hereunder, it will be in writing and will be deemed received, if delivered by courier on a business day, on the day delivered, or on the second business day following mailing, if sent by first-class or registered mail, postage prepaid, to the following address:

University: University of Southern California
ATTN: Dominic Alpuche
Waite Phillips Hall, Suite 702
3470 Trousdale Parkway
Los Angeles, CA 90089-4037

Sponsor: Rancho Santiago Community College District
ATTN: Sara Lundquist
1530 West 17th Street
Santa Ana, CA 92706-3398

Copies of all notices sent to: Peter Hardash
Vice Chancellor, Business Operations and Fiscal Services
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

8. TERMINATION

University or *Sponsor* may terminate this Agreement upon giving thirty (30) days prior written notice to the other party. Upon receipt of such notice of termination, *University* shall exert its reasonable efforts to limit or terminate any outstanding financial commitments for which *Sponsor* is to be liable. *Sponsor* shall reimburse *University* for all costs incurred by it for the Program through the date of termination, including without limitation, all uncancelable obligations. However, *Sponsor* will not be liable for any costs that cumulatively exceed the amount referenced in Article 3.

9. APPLICABLE LAW

The laws of the State of California will govern this Agreement.

10. ENTIRE AGREEMENT

This Agreement represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

THE UNIVERSITY OF SOUTHERN CALIFORNIA

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Title _____
(Signature)

Title _____
(Signature)

By Elizabeth Garrett

By Peter J. Hardash

Title Provost and Senior Vice President
Academic Affairs

Title Vice Chancellor, Business Operations
and Fiscal Services

Date _____

Date _____

Exhibit A

SANTA ANA COLLEGE

February 28, 2012 – September 30, 2016

SCOPE OF WORK: The University of Southern California-Center for Urban Education (CUE), will serve as an evaluation agency for the ENGAGE in STEM Project – Encouraging New Graduates and Gaining Expertise in Science, Technology, Engineering and Math, at Santa Ana College.

CUE's expertise in socially conscious research to promote equity in student outcomes will be used to review student data on STEM gatekeeper courses; collect, disaggregate and convert such data into CUE's data tools to assess student progress in the STEM pipeline; interpret results and identify trouble spots that impede student success; recommend possible intervention points; and work with the cooperative arrangement institutions to develop and implement annual and long-term benchmarks and goals to increase the number of Latino and other low-income students entering the STEM fields and transferring to STEM programs.

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

To:	Board of Trustees	Date: April 03, 2012
Re:	Approval of a new OTA Agreement – Newport Language and Speech Centers	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with the Newport Language and Speech Centers in Orange, California.

Fiscal Impact:	None	Board Date: April 03, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

A G R E E M E N T

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 3rd day of April, 2012 by and between Newport Language and Speech Centers, hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV.

JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice, and mutual consent by the District and the Agency. This agreement may be modified or revised at any time by mutual consent.

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

District

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

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Date _____

Agency

Newport Language and Speech Centers
1301 Providence Ave
Orange, Ca 92868

Title:

Date _____

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

To:	Board of Trustees	Date: April 02, 2012
Re:	Approval of OTA Agreement Renewal – Northridge Hospital Medical Center	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with the Northridge Hospital Medical Center in Northridge, California.

Fiscal Impact:	None	Board Date: April 02, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement is made and entered into by and between Catholic Healthcare West, a California nonprofit public benefit corporation ("CHW") doing business as Northridge Hospital Medical Center ("Hospital") and Rancho Santiago Community College District ("District") on behalf of Santa Ana College and Santiago Canyon College ("Entity").

RECITALS

A. CHW owns and operates acute care hospitals and ancillary facilities, including Hospital.

B. Entity has an approved program for the instruction and training of students in the specialty listed in Exhibit A, ("Program") and such Program requires field experience in acute care hospital facilities and clinical facilities ("Facilities").

C. Hospital maintains Facilities that are appropriate for furnishing such experience.

D. It mutually benefits the Hospital and the Entity to allow the employees and students of Entity's Program ("Students") to use Hospital's clinical Facilities for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

ARTICLE I General Information

1. The Program is an educational Program of Entity and not Hospital's program. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of Entity.

1.1 Entity and Hospital shall mutually set the times, place and subject matter for the Program that will be conducted at Hospital.

1.2 Entity shall be responsible for assuring that Students observe the Hospital's rules and regulations and that Students will refrain from doing anything that might prove detrimental to Hospital or to its patients.

1.3 The Program shall be conducted without the payment of any consideration by Entity or Hospital to the other or to any Student participating in the Program.

1.4 The Parties agree that all Student activities required as a part of the Program will be performed under the appropriate supervision of a qualified Hospital employee.

1.5 The length of the Student's clinical experience at Hospital shall be set forth in Exhibit A.

1.6 The maximum number of Students who will be accepted at Hospital at any one time for clinical training shall be set forth in Exhibit A.

1.7 The educational objectives for the Program for Students gaining field experience at Hospital under this Agreement are set forth in Exhibit A, which may be updated by Entity from time to time. Hospital will provide Entity with a schedule of the work experience planned for each Student, prior to the Student's arrival at Facility.

1.8 Hospital may suspend or terminate any Student from Program, acting with or without cause. A Student may be suspended immediately, if, in Hospital's sole judgment and discretion, the Student's conduct or behavior threatens the health, safety or welfare of any patients, invitees, or employees at Hospital. An immediate suspension shall be imposed by Hospital on a temporary basis only until Hospital can confer with Entity and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the Program is vested in Hospital.

ARTICLE II Non-Discrimination

2. Neither Entity nor Hospital shall discriminate against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or on any other basis prohibited by law.

ARTICLE III Responsibilities of Entity

3. At least two weeks before a Student is scheduled to begin training at the Hospital, Entity shall provide Hospital with the information set forth in the Student Enrollment Form, which is attached hereto as Exhibit B, or in a form or format acceptable to Hospital.

3.1 Entity shall maintain the health certification documentation for each Student for the time the Student is in training at Hospital and for at least one year beyond the date the Student completed training at Hospital.

3.2 Entity shall obtain authorization from the Students to allow disclosure of Medical Information to Hospital. Entity shall make all its health records pertaining to Student available for inspection by Hospital upon reasonable request and notice.

3.3 Hospital shall not be responsible for providing any part of the health examination or health clearance, nor shall Hospital be responsible for any part of the cost of providing such health clearance or maintaining the health records required of Entity by this Agreement. Hospital may, at its sole option, provide health clearance services to a particular Student provided either Entity or Student agrees to pay for the services provided by the Hospital.

3.4 Entity shall immediately notify Hospital in writing of any current or past Student in the Program who has or had at the time of his or her field experience at Hospital a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Hospital, Entity shall remove Student until such time that he or she no longer poses a health risk. Entity shall provide Hospital with a written medical clearance signed by the Student's treating physician prior to the Student returning to Hospital.

3.5 Entity shall be responsible for all Students' academic preparation. Entity shall ensure that all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Hospital.

3.6 Entity is responsible for the general conduct of its Students and the Student's compliance with Hospital policies, rules and regulations during their field experience at Hospital.

3.7 Entity shall assure, to the satisfaction of Hospital, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in blood and body fluid universal precautions consistent with the Center for Disease Control guidelines, including any Hospital orientation requirements. Entity will certify in the Student Enrollment form that the Student has completed the required training.

3.8 Entity shall appoint the individual named in Exhibit A to coordinate the Program for Entity ("Entity Coordinator"). The Entity Coordinator shall supervise all aspects of Entity's involvement in Program. All Entity Coordinators and other faculty shall abide by the Hospital's rules and regulations.

3.9 Entity shall notify all Program Students that they are required to:

3.9.1 Perform their functions in accordance with all the Hospital's policies and rules and with the rules and policies of the specific department or clinical Facility to which they are assigned;

3.9.2 Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;

3.9.3 Report to the Hospital on time, timely contact Entity and Hospital when they will be absent from the Hospital when they are scheduled to be at the Hospital, act in a professional manner, dress appropriately and follow all of Hospital's rules and regulations;

3.9.4 Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, rubeola, rubella and varicella titer and annual health examinations;

3.9.5 Reimburse Hospital for any emergency health care or first aid provided by Hospital;

3.9.6 Maintain the confidentiality of patient information; and

3.9.7 Avoid infectious or communicable diseases and inform the Hospital and Entity immediately if they have or might have been exposed to an infectious or communicable disease.

3.9.8 Comply with the standards, terms, and conditions of this Agreement, including but not limited to Articles IX, X, and XI.

3.10 Entity shall arrange for periodic conferences between the Entity Coordinator and Hospital to evaluate the clinical experience provided under this Agreement.

3.11 Entity shall require each Student who participates in field experience in the Hospital to execute the Student Confidentiality Statement, which is attached hereto as Exhibit C and may be updated from time to time.

3.12 Entity shall be responsible for obtaining and maintaining all licenses, accreditations and certifications necessary for the Program, and shall assure that each Student has the requisite licensure, certification, education, experience, and competency required with respect to their field training and responsibilities hereunder. Entity shall at all times during the term of this Agreement have a business license, current with the city or other jurisdiction in which Entity is located (as determined by Entity's business address), and shall provide Hospital with a copy of its current validated business license. Entity shall obtain and maintain a certificate of qualification from the Secretary of State of the state in which Entity is conducting business prior to execution of this Agreement.

3.13 Entity shall provide to Hospital a copy of the curriculum vitae and State license (if any) for each Entity Coordinator and each Student who will participate in the Program at Hospital.

3.14 Entity represents and warrants that neither Entity, nor any of its Students, individuals, employees, or agents of Entity performing services hereunder have been excluded or limited from participating in Medicare, Medi-Cal, and / or any other federally financed health care program (the "Health Care Program"). Any Student or other personnel of Entity who becomes sanctioned or excluded during the term of this Agreement shall be immediately removed from any participating in the Program hereunder. Hospital may immediately terminate this Agreement in the event that Entity, or any Student, or any other Entity personnel performing services hereunder becomes sanctioned or excluded from the Health Care Program during the term of this Agreement.

3.15 Entity represents and warrants that it has checked the OIG List of Excluded Providers (the "List") and the General Services Administration list of parties excluded from participation in federal health care programs (collectively the "List") no more than thirty (30) days prior to the first day of any Student participating in field experience at the Hospital, and every six (6) months thereafter, and shall provide proof to Hospital that neither Entity, nor any of Entity's employees, Students, agents, or personnel, appear on said List. Further, Entity represents and warrants that neither Entity, nor any of Entity's employees, Students, agents, or personnel, is subject to sanction or exclusion from participation under any Federal or State health care program. In the event that Entity becomes so sanctioned or excluded, Hospital may immediately terminate this Agreement. In addition, any Student or personnel of Entity who become so sanctioned or excluded during the term of this Agreement shall be immediately removed by Entity and shall be thereafter excluded from the provision of services under this Agreement. Removal of any excluded Student pursuant to this Section shall not preclude Hospital's right to immediately terminate this Agreement.

3.16 Entity represents and warrants that prior to Student's participation in the Program, it has engaged an independent entity to conduct a background screening as required hereunder, and that each Student has successfully completed a criminal background check in accordance with the CHW standards set forth in Exhibit E-1, background screening scoring guidelines. The background screening shall include (at a minimum) a state and county criminal history investigation where the Student resides and where the Hospital is located ("Background Information") and a search of the National Sex Offender Registry ("Registry"). Any criminal history identified shall be reported to the Hospital prior to Student's participation in the Program, in accordance with Exhibit E-1. Entity shall provide Hospital with an executed original of Exhibit E, attached hereto, prior to any Student's participation in the Program. For Students under the age of eighteen (18) years, Entity shall secure at least one (1) recommendation from a reliable, non-related source (e.g. teacher, counselor, or pastor) and forward same to the Hospital prior to the Student beginning training at the Hospital.

ARTICLE IV Hospital's Responsibilities

4. Hospital shall accept from Entity the mutually agreed upon number of Students and shall permit said Students and Entity faculty access to Facilities as Hospital determines are appropriate for the purposes of providing the field experience expected in the Program.

4.1 The hospital coordinator at each Facility who will coordinate the Students' experiences at Facility for the Hospital is designated in Exhibit A. The Entity coordinator shall meet the academic and other standards agreed upon by Entity and Hospital.

4.2 Hospital will provide evaluations to Entity of each Student's performance in the Program using the forms provided by Entity and in accordance with

time frames agreed upon by Entity and Hospital.

4.3 Hospital shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Hospital. Student or Entity shall be responsible for paying the Hospital charges for such care.

4.4 Hospital shall, at all times, retain full responsibility for patient care management and related services.

ARTICLE V Independent Contractors

5. Entity and Students are and shall at all times be independent contractors with respect to Hospital in the performance of their obligations under this Agreement. Nothing in this Agreement shall be construed to create an employer/employee, joint venture, lease or landlord/tenant relationship between Hospital and Entity or Students. Neither Entity nor Students shall hold themselves out as an officer, agent, or employee of Hospital or incur any contractual or financial obligation on behalf of Hospital, without Hospital's prior written consent. In the event that a determination is made for any reason that an independent contractor relationship does not exist between Hospital and Entity or Student, Hospital may terminate this Agreement immediately upon written notice to Entity.

ARTICLE VI Insurance

6. Entity at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicle and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Such insurance will cover Entity, its faculty and Students. In the event that the professional liability policy is a claims made policy, Entity shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.1 Entity will provide Hospital with certificate(s) of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. Entity shall provide at least thirty (30) days written notice to Hospital of any substantial change to or cancellation of said insurance.

6.2 Each Student shall procure at his or her sole expense professional malpractice insurance with an approved California insurance company with limits of at

least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. In the event that professional liability policy is a claims made policy, Student shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.

6.3 Each Student shall also procure at his or her own expense adequate health care coverage to cover all necessary medical care. Hospital shall assume no responsibility for providing or paying for Student's medical care.

6.4 Entity shall procure and maintain Workers' Compensation insurance to cover its employees, agents and Students in compliance with the statutory requirements of California law.

6.5 Hospital will participate in the Catholic Healthcare West Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Hospital will, upon request, provide Entity with evidence of the foregoing coverage.

6.6 Obligations pursuant to Article VI shall survive termination or expiration of this Agreement.

ARTICLE VII Indemnification

7. Entity hereby agrees to defend, indemnify and hold harmless CHW, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Entity, its Students, faculty, agents or its employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Entity's obligations hereunder.

7.1 Hospital hereby agrees to defend, indemnify and hold harmless Entity, its Students, faculty, agents or its employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of CHW, Hospital, its parents, subsidiaries, directors, officers, attorneys, agents and their employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Hospital's obligations hereunder.

7.2 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

ARTICLE VIII
Term of Agreement

8. This Agreement is for a term of one (1) year commencing on January 19, 2012, and it may be renewed by mutual written agreement of the parties. This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party.

8.1 This Agreement shall immediately terminate if Entity's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against Entity by any accreditation or regulatory agency.

8.2 Termination Upon Breach. In the event of a breach of this Agreement, the non-breaching Party shall give notice to the breaching Party setting forth the nature of the breach and specifying the applicable cure period for such breach, which cure period shall not be less than ten (10) days. If the breaching Party fails to cure the breach to the satisfaction of the non-breaching Party within the applicable cure period, this Agreement shall, without any additional action, terminate upon the last day of the cure period unless the non-breaching Party, in its sole and absolute discretion, extends the cure period by written notice to the breaching Party.

ARTICLE IX
Compliance with Laws and Standards of Conduct

9.1 Entity shall comply, and shall require its Students to comply with any and all federal, state and local laws, rules, and regulations (collectively, "Laws") applicable to Entity, its faculty, agents, and Students, the provisions of the Program and Hospital. Entity further represents and warrants that Entity and Students shall comply with the Joint Commission ("JC") standards that apply to Hospital.

9.2 Entity shall comply, and shall require its Students to comply with the Hospital's policies, procedures and rules relating to the Program, including the Hospital's corporate compliance program. Entity shall cooperate with Hospital corporate compliance audits, review and investigations which relate to the Entity. Subject to Hospital's request, such cooperation shall include providing documents and/or information related to the Entity, Students and Entity activities that is in Entity's custody and control. When requested by Hospital, Entity shall participate in corporate compliance-related seminars and educational programs sponsored by Hospital as part of Hospital's corporate compliance program. Entity shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. Entity shall immediately remove any Student from the Program if the Student is excluded from participating in any Federal or State Health care program.

9.3 Entity agrees to amend this Agreement as may be necessary in order for Hospital to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Hospital, Entity shall execute any and all such amendments presented by Hospital and shall return said fully executed original amendments to Hospital forthwith.

9.4 HIPAA Compliance.

a. Entity and Students may receive or acquire from Hospital "protected health information" ("PHI") as that term is defined under the Health Insurance Portability and Accountability Act of 1996 and implementing regulations, including 45 CFR Section 160 and 164 (collectively "HIPAA"). Entity agrees that all PHI acquired as a result of Students' training at Hospital is confidential and that both Entity and Students are prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of Students, or in the performance of administrative responsibilities at Hospital. Entity shall protect the confidentiality of PHI as required by law at all times both during and after Students' training at Hospital.

b. At the termination of this Agreement for any reason, Entity shall use its best efforts to return to Hospital or to destroy all written and electronic PHI received or acquired from Hospital. For example, such efforts may include destruction by shredding of students' essays or papers containing PHI and destruction by shredding of any faculty notes containing PHI.

c. If Entity becomes aware of the unauthorized use or disclosure of PHI, Entity shall promptly and fully notify Hospital of all facts known to it concerning such unauthorized use or disclosure.

d. Entity agrees that if it breaches this provision, Hospital shall immediately terminate this Agreement upon written notice of intent to terminate. In addition to damages, Hospital shall be entitled to equitable remedies, including injunctive relief, in the event of breach of this confidentiality section by Entity.

e. The terms of this Section shall survive the expiration or termination of this Agreement.

9.5 Standards of Conduct. Entity and Students acknowledge that they have reviewed or will review the Catholic Healthcare West Standards of Conduct (the "Standards of Conduct"), a copy of which is available from Hospital's administration. Entity and Students shall comply with the Standards of Conduct to the extent they relate to the provision of the Program, the obligations of Entity and Students under this Agreement, or the business relationships or dealings between Entity, Students, and Hospital, any Affiliates or any of their respective directors, officers, employees, contractors, agents or suppliers of any kind.

ARTICLE X
Confidentiality of Information

10. The parties agree that information contained in this Agreement is confidential and contains proprietary information. The parties agree not to release information concerning this Agreement, as well as information regarding the operations of either party or other information considered confidential by either party, without the consent of the other party. This prohibition against release of information shall not apply to any information required to be released by law. The consent of the parties is not required for release of information that is in the public domain.

10.1 Obligations pursuant to Article X shall survive termination or expiration of this Agreement.

ARTICLE XI
Statement of Common Values

11. It is understood and agreed that the policies, rules and regulations of the Program as it operates on Hospital premises, as well as all acts performed in the administration of Program by Hospital, shall conform to the Statement of Common Values for Community Sponsorship, as approved by Catholic Healthcare West (the "Statement") a copy of which is attached hereto as Exhibit D. If compliance by the Students with the Statement conflicts with the policies, procedures or directives of Entity, the parties shall promptly meet in good faith to determine if the conflict can be resolved in a mutually agreeable manner. If the parties cannot resolve the conflict, either party may terminate this Agreement immediately upon written notice to the other.

ARTICLE XII
General Provisions

12.1 Assignment. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.

12.2 Arbitration.

12.2.1 Hospital and Entity agree to meet and confer in good faith to resolve any disputes that may arise between them under this Agreement. If such disputes cannot be resolved informally within a reasonable period of time, as determined by Hospital, the parties agree to submit the dispute(s) to binding arbitration.

12.2.2 Such arbitration shall be initiated by either party making a written demand for arbitration on the other party. There shall be one arbitrator. If the parties shall fail to select a mutually acceptable arbitrator within ten (10) days after the

demand for arbitration is mailed, then the parties stipulate to arbitration before a single arbitrator sitting on the Los Angeles JAMS/Endispute panel, and selected in the sole discretion of the JAMS/Endispute.

12.2.3 The parties shall share all costs of arbitration. The prevailing party shall be entitled to reimbursement by the other party of such party's attorneys' fees and costs and any arbitration fees and expenses incurred in connection with the arbitration hereunder.

12.2.4 The substantive law of the State of California shall be applied by the arbitrator. The parties shall have the rights of discovery as provided for in Part 4 of the California Code of Civil Procedure and as provided for in Section 1283.05 of said Code. The California Code of Evidence shall apply to testimony and documents submitted to the arbitrator.

12.2.5 Arbitration shall take place in Pasadena, California unless the parties otherwise agree. As soon as is reasonably practicable, a hearing with respect to the dispute or matter to be resolved shall be conducted by the arbitrator. As soon as is reasonably practicable thereafter, the arbitrator shall arrive at a final decision, which shall be reduced to writing, signed by the arbitrator and mailed to each of the parties and their legal counsel.

12.2.6 All decisions of the arbitrator shall be final, binding and conclusive on the parties, and shall constitute the only method of resolving disputes or matters subject to arbitration pursuant to this Agreement. The arbitrator or a court of appropriate jurisdiction may issue a writ of execution to enforce the arbitrator's judgment. Judgment may be entered upon such a decision in accordance with applicable law in any court having jurisdiction thereof.

12.2.7 Notwithstanding the foregoing, any and all arbitration proceedings are conditional upon such proceedings being covered within the parties' respective risk insurance policies. Notwithstanding the foregoing, however, neither party shall be required to arbitrate malpractice or other third party claims.

12.2.8 The provisions of this Section shall survive the termination of this Agreement.

12.3 Governing Law. This Agreement shall be governed by the internal laws of the State of California, not the law of conflicts.

12.4 Notices. Any notice required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed delivered upon personal delivery; or twenty-four (24) hours following deposit with a commercial carrier for overnight delivery; or three (3) days after deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the parties at the following addresses or to such other addresses as the parties may specify in writing to the other in the manner provided herein.

If directed to Hospital:

Northridge Hospital Medical Center
18300 Roscoe Boulevard
Northridge, CA 91328
Att: President / CEO

Copy to:

Catholic Healthcare West
251 South Lake Avenue, 8th Floor
Pasadena, CA 91101-4842
Att: VP, Associate General Counsel

If directed to Entity:

Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Att: SAC OTA Program Fieldwork Coordinator

12.5 Captions. Any captions to or headings of the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.

12.6 Entire Agreement. This Agreement constitutes the full and complete agreement and understanding between the parties hereto and shall supersede all prior written and oral agreements concerning the subject matter contained herein. Unless otherwise provided herein, this Agreement may be modified, amended or waived only by a written instrument executed by all of the parties hereto.

12.7 Interpretation. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural

12.8 Construction of Ambiguities. The general rule that ambiguities are to be construed against the drafter shall not apply to this Agreement. In the event that any provision of this Agreement is found to be ambiguous, each party shall have an opportunity to present evidence as to the actual intent of the parties with respect to such ambiguous provision.

12.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of the performance of such provision or any other instance. Any waiver granted by a Party must be in writing, and shall apply solely to the specific instance expressly stated. A waiver of any term or condition of this Agreement shall not be construed as a waiver of any other terms and conditions of this Agreement, nor shall any waiver constitute a continuing waiver.

12.10 Severability. In the event any part of this Agreement is declared invalid, such invalidity will not affect the validity of the remainder of the Agreement.

12.11 Attorneys' Fees. If any Party or Parties bring an action or proceeding arising out of or relating to this Agreement, the non-prevailing Party or Parties shall pay to the prevailing Party or Parties reasonable fees and costs incurred in such action or proceeding, including attorneys' fees and costs (including the reasonable costs of Hospital's in-house counsel) and the fees and costs of experts and consultants.

12.12 Exhibits. The attached exhibits, together with all documents incorporated by reference in the exhibits, form an integral part of this Agreement and are incorporated by reference into this Agreement.

12.13 Force Majeure. No Party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), terrorism, action of any governmental authority, civil disturbances, riots, revolutions, vandalism, accidents, fire, floods, explosions, sabotage, nuclear incidents, lightning, weather, earthquakes, storms, sinkholes, epidemics, failure of transportation infrastructure, disruption of public utilities, supply chain interruptions, information systems interruptions or failures, breakdown of machinery or strikes (or similar nonperformance, defective performance or late performance of employees, suppliers or subcontractors); provided, however, that in any such event, each Party shall use its good faith efforts to perform its duties and obligations under this Agreement.

12.14 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

12.15 No Third Party Beneficiary Rights. This Agreement shall not confer or be construed to confer any rights or benefits to any person or entity other than the Parties.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO EDUCATIONAL AFFILIATION AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

HOSPITAL:

**Catholic Healthcare West,
a California nonprofit public benefit
corporation doing business as Northridge
Hospital Medical Center**

Date: _____, 2012

By: _____

Its: _____

ENTITY:

PH
**Rancho Santiago Community College District on
behalf of Santa Ana College and Santiago Canyon
College**

Date: _____, 2012

By: _____

Peter J. Hardash

Its: Vice Chancellor

Business Operations & Fiscal Services

EXHIBIT A

1. **Program Specialty: Occupational Therapy**
2. **Length of Field Training:**
3. **Maximum Number of Students at Any One Time:**
4. **Educational Objectives Set by Entity: Entity shall provide to Hospital prior to the start of each Clinical Rotation.**
5. **Entity Coordinator's Name: Entity shall provide to Hospital prior to the start of each Clinical Rotation.**
6. **Hospital's Coordinator's Name:**

EXHIBIT B

Student Enrollment Form

This form should be completed at least two weeks prior to the Student's Starting Date.

Student's Name:

Training Dates:

Professional Liability Insurance

Required insurance: Student: \$1,000,000 per occurrence/\$3,000,000 aggregate
Company:

Health Certifications (To Be Completed by Entity, which must obtain the Student's permission to release medical information)

Requirements: Check all that are Met:

- (a) A tuberculosis test ("PPD") or chest x-ray administered no more than one year prior to initiation of each Clinical Rotation;
- (b) Documentation of two rubeola and one rubella vaccinations, or positive rubeola and rubella titers;
- (c) Documented history of varicella exposure or positive varicella immune titer;
- (d) Evidence of hepatitis B vaccination or declination as required by the OSHA Bloodborne Pathogens standard; and
- (e) Evidence of current (within the past ten years) tetanus toxoid.
- (f) Proof of flu vaccination within six (6) months prior to the first day of any Student beginning his or her field experience at the Hospital, or written documentation of the Student declining the flu vaccination.

Check here if the Student has completed the required training in blood and body fluid universal precautions consistent with the Centers for Disease Control guidelines and the Hospital's standards.

EXHIBIT C

Student Confidentiality Statement

The undersigned understands that all medical information acquired as a result of his or her participating in work and/or healthcare activities at Hospital is confidential and that the undersigned is prohibited from disclosing that information to any person or persons not involved in the care or treatment of the patients, in the instruction of students, or in the performance of administrative responsibilities at Hospital.

The undersigned agrees to protect the confidentiality of patient information as required by law at all times both during and following his or her relationship with Hospital.

Conversations between physicians, nurses and other healthcare professionals in the setting of a patient receiving care or between the undersigned and a patient are also protected and may not be discussed.

The undersigned recognizes that other sources of medical information include medical records, emergency room department and ambulance records, base station reports, W and I Code 5150 applications, child abuse reporting forms, elderly abuse reporting forms, laboratory requests and results, and x-ray requests and results.

The undersigned understands that a breach of this confidentiality by him or her may result in an action for damages against him or her as well as against Hospital. Hospital may terminate the individual's relationship with the Hospital based upon a single breach of confidentiality by him or her.

Date: _____

Student

Date: _____

Entity Supervisor

EXHIBIT D

Statement of Common Values

See attached.

EXHIBIT E

**Joint Commission Requirement
Criminal Background Verification**

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

In 2004 the Joint Commission ("JC") implemented a new standard requiring that employees, volunteers and students who provide care, treatment and services to patients undergo a background check. Consistent with the terms of this Agreement, it is the responsibility of the Entity to conduct the criminal background check for each Student, Entity employee, or agent prior to their presence on our campus. Any Student, Entity employee, or agent that does not successfully pass in accordance with the Background Screening Scoring Guidelines, as attached hereto as Exhibit E-1 shall not participate in the Program unless and until Hospital agrees to accept said Student, Entity employee, or agent in writing.

Your signature on this Exhibit E acknowledges the Entity's obligation to comply with this new standard and with its the responsibilities as defined in the Agreement. Entity agrees to comply with this standard for all Students and Entity employees and agents participating in this Program. Please sign and date this Exhibit E, and return Exhibit E with the signed Agreement to:

Hospital : _____
Attention : _____
Address : _____

Thank you.

Entity : _____
Name : _____
Title : _____
Date : _____

EXHIBIT E-1
Background Screening Scoring Guidelines

Definitions

- **Non-Conviction**: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - **Passing**: Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - **Failing**: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - **Provisional**: Any active or pending case.
- **Passing Disposition**: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- **Failing Disposition**: Any disposition resulting in a Conviction or Non-Conviction (adjudication differed/withheld) that has **not** led to the case being dismissed or expunged.

Pass

Score all candidates as "Pass" for the following conditions:

- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any misdemeanor (or lower) traffic violations (DUI is not considered a traffic violation).
- Any Misdemeanor with a disposition date older than 7 years, **with the exception of any Misdemeanor violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.**
- For California Facilities:
 - Any Felony with a disposition date older than 7 years, **with the exception of any Felony violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.**
 - Any Misdemeanor Marijuana offense over two years old in the state of California.

Provisional: **MUST ADVISE HOSPITAL AND REQUEST CONSIDERATION FOR ANY INDIVIDUALS WITH A PROVISIONAL SCORE PRIOR TO ACCEPTANCE OF SUCH INDIVIDUALS.**

- Any Misdemeanor or Felony case that is currently active or pending.
- Any SSN Trace where SSN was reported used in Death Benefits Claim.
- Any outstanding warrants.
- Non-California Facilities:
 - Any Felony with a failing disposition that is greater than 7 yrs old.
 - Any Misdemeanor crime with a Failing Disposition greater than 3 years but less than 7 years old*.
 - Any Bankruptcy within the last ten years or tax liens within the last seven years.
 - Any other finding determined to be significant enough for further review.

Fail

Score all candidates as "Fail" for the following conditions:

- Any case with a Failing Disposition for Misdemeanor or Felony violent crimes, nonconsensual sexual crimes, and crimes against children regardless of elapsed time from disposition date.
- Any other Felony crime with a Failing Disposition within the last 7 years.
- Any Misdemeanor crime with a Failing Disposition within the last 3 years*.
- Any Controlled Substance Offense (misdemeanor or felony) with a Failing Disposition within the last 7 years*.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: April 02, 2012
Re:	Approval of New Pharmacy Technology Agreement – California Pharmacy	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with California Pharmacy in Westminster, California.

Fiscal Impact:	None	Board Date: April 02, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

**STANDARD CLINICAL AFFILIATION AGREEMENT
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this 2nd day of April, 2012 by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and California Pharmacy ("Clinical Facility"), located at 14541 Brookhurst Street, #C5, Westminster, California, 92683.

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

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

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

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

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

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

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

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

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

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

"Clinical Facility" shall refer to California Pharmacy, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents representatives, successors, and assigns;

The "Program" shall refer to the Clinical training in health science programs as identified and described in this Agreement; and

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

TERMS

1. **Clinical Experience Rotation.** Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. **Development of Curriculum.** College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.
3. **Exposure to Bloodborne Pathogens.** Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. **Applicable Procedure; Acceptance.** College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. **Nondiscrimination.** The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.
6. **Academic Year.** The academic year consists of Fall and Spring semesters, Summer session and Winter break intersession.
7. **Rotation Schedule.** The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties.

The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

8. Orientation. Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
9. Compliance With Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

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

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

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

21. **No Right To Employment.** The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.

22. **Insurance Carried by the District.** District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. District shall provide workers' compensation coverage for students participating in the rotation. These coverages are in effect while the student is on-site at Clinical Facility.

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

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

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

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

25. **Student Medical Care.** To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.

26. **Confidentiality of Student Records.** Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. **Verification.** College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. **Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provisions of these Articles do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
29. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. **Assignment.** Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. **Effective Date Termination.** This Agreement shall become effective on April 03, 2012, and shall remain in effect until April 02, 2017, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:
California Pharmacy
14541 Brookhurst Street, #C5
Westminster, CA 92683
Attn: Owner/Pharmacist

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

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

- 33. Accreditation. The Clinical Facility shall be accredited by the appropriate organization, i.e., the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, or the National Committee on Quality Assurance.
- 34. Adequate Facilities. The Agency shall have adequate facilities to carry out services that meet, when applicable for pharmacy technician extern training, the intent of the "American Society of Health-System Pharmacist (ASHP) Guidelines: Minimum Standard for Pharmacies in Institutions" or "ASHP Guidelines on Pharmaceutical Services for Ambulatory Patients".
- 35. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Clinical Facility: California Pharmacy

PHK
District: Rancho Santiago Community College District

By: _____

By: _____

Printed Name: Julie Nguyen

Printed Name: Peter J. Hardash

Title: Owner, Pharmacist

Title: Vice Chancellor,
Business Operations & Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Services and Technology Division**

To:	Board of Trustees	Date: April 02, 2012
Re:	Approval of Amendment #6 to CJA Agreement – County of Orange	
Action:	Request for Approval	

BACKGROUND

Presently we have agreements with the County of Orange to support contract training for the Orange County Sheriff's Department. We have had this partnership for forty (40) years. The current agreement was established in September, 2007. This amendment will allow the County to pay the increased state tuition rate that will be enacted May 07, 2012 and be effective on any class starting after May 21, 2012.

ANALYSIS

The college will not incur any additional financial responsibilities. The amendment has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

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

Fiscal Impact:	\$190,000/fiscal year	Board Date: April 02, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 3rd day of April, 2012 by and between Newport Language and Speech Centers, hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV.

JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice, and mutual consent by the District and the Agency. This agreement may be modified or revised at any time by mutual consent.

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

District

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

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Date _____

Agency

Newport Language and Speech Centers
1301 Providence Ave
Orange, Ca 92868

Title:

Date _____

**AMENDMENT NUMBER SIX
TO
AGREEMENT N100009185
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DBA SANTA ANA COLLEGE**

This **AMENDMENT NUMBER SIX** to **CONTRACT** number **N100009185** (hereinafter "**AMENDMENT NUMBER SIX**") between the County of Orange, a political subdivision of the State of California (hereinafter "**COUNTY**") and **Rancho Santiago Community College District dba Santa Ana College** (hereinafter "**CONTRACTOR**") with a place of business at **2323 North Broadway, Santa Ana, CA 92706**, is made and entered upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR executed **CONTRACT** for Registration and Tuition Fees for Criminal Justice Academy Classes, Contract **N100009185** (hereinafter "**ORIGINAL AGREEMENT**"), for a one-year term of September 18, 2007 through September 17, 2008;

WHEREAS, COUNTY and CONTRACTOR renewed Contract **N100009185**, as Contract **N200009185** (hereinafter "**AMENDMENT NUMBER ONE**"), for a one (1) year term of September 18, 2008 through September 17, 2009;

WHEREAS, COUNTY and CONTRACTOR renewed Contract **N200009185**, as Contract **MA-060-10010181** (hereinafter "**AMENDMENT NUMBER TWO**"), for a one (1) year term of September 18, 2009 through September 17, 2010;

WHEREAS, COUNTY and CONTRACTOR renewed Contract **MA-060-10010181**, as Contract **MA-060-11011623** (hereinafter "**AMENDMENT NUMBER THREE**"), for a one (1) year term of September 18, 2010 through September 17, 2011;

WHEREAS, COUNTY and CONTRACTOR renewed Contract **MA-060-11011623**, as Contract **MA-060-12010183** (hereinafter "**AMENDMENT NUMBER FOUR**"), for a one (1) year term of September 18, 2011 through and including September 17, 2012;

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dba: Santa Ana College

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WHEREAS, COUNTY and CONTRACTOR amended the ORIGINAL AGREEMENT to reflect the increase in California College Tuition fees from \$26.00/unit to \$36.00/unit (hereinafter "AMENDMENT NUMBER FIVE");

WHEREAS, COUNTY and CONTRACTOR desire to amend ORIGINAL AGREEMENT to reflect an increase in California College Tuition fees from \$36.00/unit to \$46.00/unit to be effective 5/22/2012, update the class listing, and to increase the not to exceed amount from \$150,000.00/year to \$190,000.00/year;

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

1. ARTICLES

- a. Attachment A, Scope of Work, of the ORIGINAL AGREEMENT is amended to read in its entirety as follows:

Attachment A

Scope of Work:

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

CLASS	UNITS	FEE*
a. Basic Police Academy	19.8	\$910.80
b. Level 1 Modular Academy	9.1	\$418.60
c. Level 2 Modular Academy	4.5	\$207.00
d. Level 3 Modular Academy	3.6	\$165.60
e. Custody Service Assistant Course	7.0	\$322.00
f. Corrections Office Core Course	4.0	\$184.00
g. Basic Supervisory Course	1.6	\$73.60
h. Field Training Officer Course	0.8	\$36.80

Contract shall not exceed \$190,000.00/year.

***\$46.00/per unit**

2. **A true and correct copy of the ORIGINAL AGREEMENT (Contract N1000009185) is attached hereto as Exhibit A and incorporated by this reference.**

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3. A true and correct copy of AMENDMENT NUMBER ONE (Contract N2000009185) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060-10010181) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of AMENDMENT NUMBER THREE (Contract MA-060-11011623) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of AMENDMENT NUMBER FOUR (Contract MA-060-12010183) is attached hereto as Exhibit E and incorporated by this reference.
7. A true and correct copy of AMENDMENT NUMBER FIVE (Contract MA-060-12010183) is attached hereto as Exhibit F and incorporated by this reference.
8. All other provisions of the ORIGINAL AGREEMENT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, AMENDMENT NUMBER THREE, AMENDMENT NUMBER FOUR, and AMENDMENT NUMBER FIVE to the extent they are not inconsistent with this AMENDMENT NUMBER SIX, remain unchanged and in full force and effect.

(Signature page follows)

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IN WITNESS WHEREOF, the Parties have executed **AMENDMENT NUMBER SIX** to Contract N100009185.

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

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

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

By: **N/A** Title: _____
Print Name: _____ Date: _____

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

County Of Orange

A political subdivision of the State of California

By: _____ Title: _____
Print Name: _____ Date: _____

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy

DATED: _____

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Rancho Santiago Community College District
dba: Santa Ana College
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: April 02, 2012
Re:	Approval of Pharmacy Technology Agreement Renewal – AHMC Anaheim Regional Medical Center LP	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with the AHMC Anaheim Regional Medical Center LP in Anaheim, California.

Fiscal Impact:	None	Board Date: April 02, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman , Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of April 1, 2012 (the "Effective Date") between Rancho Santiago Community College District ("School") and AHMC Anaheim Regional Medical Center LP, a California limited partnership doing business as AHMC Anaheim Regional Medical Center ("Hospital").

RECITALS:

A. School offers to enrolled students various healthcare education programs in the field of Pharmacy Technology (individually or collectively "Program").

B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of California ("State").

C. School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.

D. Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its Program at Hospital, which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:

- (1) orientation of students to the clinical experience at Hospital;
- (2) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
- (4) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;

- (5) supervision of students and their performance at Hospital;
- (6) participation, with the students, in Hospital's Quality Assurance and related programs; and
- (7) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises ("Program Participants") shall be accountable to Hospital's Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Program Participant Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last twelve months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein. Hospital has and shall retain at all times professional and

administrative responsibility for services provided hereunder, as and to the extent required by Title 22, California Code of Regulations, Section 70713. Hospital's retention of such responsibility is not intended and shall not be construed to diminish, limit, alter or otherwise modify in any way the obligations of Program Participants under this Agreement.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual receive proper training on the basics of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and provide Hospital with evidence that such training has been completed satisfactorily by the individual. School shall make records of such training available to Hospital promptly, and without charge, upon Hospital's request. Further, prior to a faculty member's first assignment at Hospital, faculty member shall attend Hospital orientation and it shall be faculty member's responsibility to provide Hospital orientation to students on their first day of assignment at Hospital.

2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates) and as may be required by applicable law, neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School and Program Participants shall restrict access, use or disclosure of any patient or medical record information regarding Hospital patients to persons with a direct need for medical diagnosis, treatment or other lawful use permitted by any State or federal statutes or regulations governing the lawful access, use or disclosure of medical information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time. School shall notify Hospital in writing within three (3) days after School becomes aware of any breach of this Section 7.c.

d. **Privacy of Health Information.** School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy and security regulations as contained in 45 C.F.R. Parts 160 and

164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 160.103, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for Hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance

covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident;
	\$1,000,000 disease policy limit;
	\$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 annual aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. TERM; TERMINATION.

a. **Term.** The term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **Termination.** Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed three (3) months.

c. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall, and shall cause Program Participants to, either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

10. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **INDEMNIFICATION.** Each party shall defend, indemnify and hold the other party harmless from and against any and all liability and costs, including reasonable attorneys' fees, resulting directly or indirectly from the performance of its obligations hereunder by the indemnifying party, its students, representatives, agents or subcontractors. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

13. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by arbitration in Orange County, California, in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration and applying the laws of the State. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereon may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. During the pendency of any such arbitration and until final judgment thereon has been entered, this Agreement shall remain in full force and effect unless otherwise terminated as provided

hereunder. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

14. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

15. **NO WAIVER.** Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

16. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

17. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. For purposes of this Agreement, the transfer of ownership of all or a portion of the shares, partnership interests, or other ownership interests of School, in a single transaction or a series of transactions, which results in the replacement of 50% or more of the shareholders, partners, members or owners, as the case may be, of School as they existed on the commencement date of this Agreement shall be deemed an assignment hereunder. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns. This Agreement is assignable by Hospital without consent or notice.

18. **NOTICES.** All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to School: Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
Attn: Business and Fiscal Operations

If to Hospital: AHMC Anaheim Regional Medical Center
1111 W. La Palma Ave.
Anaheim, CA 92801
Attn: Chief Executive Officer

With a copy to: AHMC Healthcare Inc.
55 South Raymond Ave., Suite 105
Alhambra, CA 91801
Attn: Legal Counsel

or to such other persons or places as either party may from time to time designate by written notice to the other.

19. **COUNTERPARTS.** This Agreement may be executed in counterparts, and all counterparts shall constitute but one and the same document.

20. **REGULATORY REFERENCES.** A reference in this Agreement to a section in any statute or regulation means the section as in effect or as amended.

SCHOOL:

RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT

By: _____

Name: Peter J. Hardash

Title: Vice Chancellor

Business Operations & Fiscal Services

HOSPITAL:

AHMC ANAHEIM REGIONAL MEDICAL
CENTER LP D/B/A AHMC ANAHEIM
REGIONAL MEDICAL CENTER

By:  _____

Name: Donald Lorack, FACHE

Title: Chief Executive Office

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of participation in the Program operated by Rancho Santiago Community College District ("School") at AHMC Anaheim Regional Medical Center ("Hospital") in accordance with the Affiliation Agreement between School and Hospital, the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Print Name:

Witness

EXHIBIT B

**AHMC ANAHEIM REGIONAL MEDICAL CENTER
STATEMENT OF CONFIDENTIALITY**

1. I understand that ALL information (patient, financial, administrative, physician, employee, etc.) is strictly confidential and is to be used only in the performance of my assigned duties at AHMC Anaheim Regional Medical Center ("ARMC"). The information gained via access to ARMC Information System(s) cannot be altered, copied, transmitted (electronic/faxed), or divulged to others, without the express permission of my supervisor, or as part of my assigned duties.

All patient health information is confidential and cannot be discussed with others, unless as part of direct patient care.

I agree to render unreadable, prior to disposal, any printed copy of confidential information gained through access to an ARMC Information System(s) or other means.

2. I understand that the username and password issued to me is a unique code that identifies me to the ARMC Information System(s). If at any time I feel that the confidentiality of my code has been compromised, I will notify the ARMC ISD Helpline (714-999-6002) immediately so that the username/password can be changed. I understand that I will be prompted to change my unique password every 90 days.
3. I acknowledge that I do not have the right to privacy as to any information or file maintained in or on ARMC's property or transmitted or stored through its computer systems, voice mail, e-mail or other technical resources. I understand that I may access only files or programs, whether computerized or not, that I have permission to enter.
4. Access to the Internet (where provided) is strictly for business purposes. Any usage outside the confines of business access is prohibited.
5. I understand that if I disregard the confidentiality of my signature code, use the code of another person, or fail to comply with the above policies, I will be committing a breach of confidentiality and will be subject to disciplinary action and/or termination.

Please indicate by your signature below that you have read, understand, and agree with the above. A copy will also be placed on file with the ARMC Information Services Department.

Company: _____

Department: _____

Print Name: _____

Signature: _____

Date: _____

Witness: _____

Date: _____

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

To:	Board of Trustees	Date: April 2, 2012
Re:	Approval of Nursing Agreement, Renewal – Mission Hospital	
Action:	Request for Approval	

BACKGROUND

Students in the various health sciences programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed clinical affiliation agreement renewal with Mission Hospital, located in Mission Viejo, will yield appropriate clinical rotation activities for the programs.

ANALYSIS

The clinical affiliation agreement renewal covers the scope of programs' operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed and approved by RSCCD Risk Management and college staff. The agreement carries no costs or other financial arrangements and is in effect for three years.

RECOMMENDATION

It is recommended that the Board of Trustees approve this clinical affiliation agreement renewal with Mission Hospital.

Fiscal Impact:	None	Board Date: April 2, 2012
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs Carol Comeau, Dean of Science, Mathematics, and Health Sciences	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**CLINICAL TRAINING
AFFILIATION AGREEMENT
(With School Instructor On Hospital Premises)**

This Clinical Training Affiliation Agreement ("Agreement") is entered into and effective on April 1, 2012 ("Effective Date") by and between Mission ("Hospital") and Rancho Santiago Community College District ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the Department of Health Services.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of nursing. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

I. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and faculty and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

1.4 Supervision. School shall supervise all students in their clinical training at Hospital and provide the necessary qualified instructors for the Program(s) who must be satisfactory to Hospital. All such instructors shall be employees of School. School also shall be

responsible for instruction, counseling, control, discipline and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Health Clearance. School shall ensure that each student and instructor complies with Hospital's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray, if determined appropriate by Hospital. School shall also ensure that students and instructors follow Hospital's policies and procedures regarding blood-borne pathogens, including but not limited to, universal precautions.

1.7 Hospital Policies and Procedures. School shall ensure that each student and instructor is aware of and understands all applicable Hospital policies and procedures and shall require each student and instructor to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.8 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students or instructors as a result of the Program(s).

1.9 Confidentiality. School shall instruct students and instructors who supervise students regarding confidentiality of patient information. No student or instructor shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Program(s). School shall ensure that all students and instructors maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students and instructors do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.10 Insurance. School shall ensure that all students and instructors maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date

when any new student or instructor commences participation in the Program(s).

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

1.12 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to instructors and those students designated by School as eligible for participation in the Program(s) at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Health Services and the Joint Commission.

2.4 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities in providing services hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.5 Space and Storage. Hospital agrees to provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

2.6 Removal of Students and Instructors. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student or instructor, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security,

cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student or instructor from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital and with respect to instructors, School shall provide a replacement instructor acceptable to Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student or instructor represents a threat to patient safety or personnel, Hospital may immediately exclude any student or instructor from Hospital until final resolution of the matter with School.

2.7 Documentation. Hospital agrees to make available to instructors and qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.8 First Aid. Hospital shall be available to provide necessary emergency health care or first aid within its capacity to students and instructors participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student, instructor or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student or instructor.

2.9 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.10 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. This Agreement shall commence as of the Effective Date of this Agreement and shall remain in full force and effect for three (3) year(s) unless otherwise terminated as provided herein.

3.2 Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Relationship of Parties. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School and School's instructors are at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and School's instructors an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students or School's instructors. Such benefits not covered include, but are not limited to salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The

sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement and School, instructors, and any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall not have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself, its instructors or its students and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School, its instructors or its students are determined to be employees of Hospital.

3.4 Role of Students and Instructors. It is not the intention of School or Hospital that any student or instructor occupies the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement: Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges that Hospital's Corporate Responsibility Program ("CRP") applies to the Program and obligations described herein and that all policies and procedures relating to this CRP are available and should be reviewed by School and students of School who are training at Hospital. Hospital acknowledges that policies, procedures and handbooks are available for review by School and School's students by contacting the Compliance Officer at the Hospital. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This CRP requires, and School hereby agrees, that any regulatory compliance concerns be promptly reported either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (877-808-8133). Further, School represents and warrants that students receiving training hereunder shall not at any time have been sanctioned by a health care regulatory agency and that any investigations of School shall be promptly

reported to a Hospital manager or via the hotline (as above). Failure to abide by these compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital: Mission Hospital
27700 Medical Center Road
Mission Viejo, CA 92691
Attn: Carol Muench, Director of Professional
Education

If to School: Rancho Santiago Community College District
1530 West 17th Street
Santa Ana, CA 92706
Attn: Nursing Department

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

4.9 Non-Discrimination. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

Signature page to follow.

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

HOSPITAL:

By: Kenneth McFarland
Its President and CEO
Date: _____

SCHOOL:

By: _____
Printed Name: Peter J. Hardash
Title: Vice Chancellor of Fiscal Services and Business Operations
Date: _____

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

To:	Board of Trustees	Date: April 02, 2012
Re:	Approval of New Pharmacy Technology Agreement – University of the Pacific	
Action:	Request for Approval	

BACKGROUND

More students in the Santa Ana College's Pharmacy Technology program have long term goals to attend pharmacy school. This affiliation agreement will allow current pharmacy school students (University of the Pacific) to participate in the SAC Pharmacy Technology program as mentors and intern educators. This is a new agreement that identifies Santa Ana College as the teaching site for clinical experience.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with the University of the Pacific in Stockton, California.

Fiscal Impact:	None	Board Date: April 02, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

TEACHING SITE AFFILIATION AGREEMENT

This AGREEMENT made and entered into February 10, 2012, by and between the PHARMACY TECHNOLOGY department at SANTA ANA COLLEGE, 1530 w. 17TH St., Santa Ana, CA 92706, hereinafter designated as "Teaching Site" and the University of the Pacific, Thomas J. Long School of Pharmacy and Health Sciences, 3601 Pacific Avenue, Stockton, California 95211, hereinafter designated as "the University":

WITNESSETH:

WHEREAS, it is the purpose of this Agreement to establish an Affiliation between the University and Teaching Site to provide, mutually, educational experiences and programs for students duly enrolled at the University of the Pacific School of Pharmacy and Graduate School and the professional staff of said Teaching Site; and,

WHEREAS, the Board of Regents of the University of the Pacific has established an approved professional program of training in pharmacy teaching which program requires facilities wherein students enrolled in the respective programs can obtain training in the field of pharmacy teaching; and,

WHEREAS, Teaching Site, has defined education and training in the care professions as objectives; and,

WHEREAS, the facilities and professional staff of the two institutions, through their mutual contributions within the context of the Agreement, are committed to the continuous improvement of health care delivery by providing expanded educational and training programs in teaching pharmacy technicians and clerks; and,

WHEREAS, facilities of Teaching Site furnish a resource essential to the implementation of those commitments.

NOW, THEREFORE, it is mutually covenanted and agreed by and between Teaching Site and the University as follows:

1. Teaching Site will:
 - A. Make available its facilities for the students enrolled in the basic professional pharmacy program at the University and who are designated by the University for such learning experience.
 - B. Maintain the facilities at Teaching Site according to California State laws and the applicable standards mandated by the California State Board of Pharmacy, to ensure that the facility conforms to said laws and standards.
 - C. Establish with the Director of the Teaching Site, in collaboration with the Director of Pharmacy Practice Experience Programs at the University, the program and specific areas to be included in that learning experience.

- D. Maintain educational services without reliance on assigned students.
 - E. Appropriate space for safeguarding of personal belongings, such as clothing, purses, backpacks, telephones and textbooks.
 - F. Permit, on reasonable request, the inspection of facilities by agencies charged with the responsibility for accreditation of the University of the Pacific School of Pharmacy and Graduate School.
2. The University will:
- A. Contact the Director of the Teaching Site prior to the start of clinical rotations to gain agreement on the number of students to be assigned at one time to the Teaching Site for training.
 - B. Supervise, in liaison with the Teaching Site's Director and Division of Education, all instruction and learning experiences given at the Teaching Site.
 - C. Provide and be responsible for the care and control of educational supplies and educational equipment necessary for instruction, including audiovisual equipment and supplies which are not customarily available at the Teaching Site.
 - D. Provide access to laboratory facilities of the School of Pharmacy as required in the joint cooperation of the two institutions in accomplishing the goals set forth in the Agreement.
 - E. Be responsible for keeping all attendance and academic records of the students.
 - F. Be responsible for physical examination, tuberculin testing, professional liability insurance, and such other protective measures as Teaching Site and University mutually agree to be necessary.
 - G. Maintain and provide upon request documentation that all students assigned to the Teaching Site have adequate personal medical insurance to provide for their treatment in the event of illness or injury while on the premises of the Teaching Site or while participating in a clinical experience under this Agreement.
 - H. Require every student to conform to all applicable Teaching Site policies, procedures, and regulations, and all requirements and restrictions specified jointly representatives of the University and the Teaching Site.
 - I. In cooperation with Dr. KC Huynh, Pharm D, Associate Professor and Department Chair, arrange for periodic conferences between representatives of the University and the Teaching Site to evaluate the teaching pharmacy practice program under this Agreement.

3. Teaching Site and the University shall:
 - A. Be subject to the requirements and restrictions specified jointly by representatives of the Teaching Site and the University, with respect to the rules and regulations of the respective institutions governing conduct.
 - B. Be provided with the number of participants to be assigned, the dates and hours they will be assigned, and the areas to which they will be assigned, by the beginning of each training period.
 - C. The Teaching Site shall provide a Pharmacist Preceptor with responsibility for organizing, supervising, and monitoring educational programs in teaching pharmacy support within the Teaching Site.
 - D. Retain the right individually to approve before release any publication by students and faculty or staff members of any material relative to projects undertaken under the terms of this Agreement.
 - E. Follow appropriate procedures to ensure that privileged institution information and patient confidentiality are not compromised, in accordance with applicable confidentiality laws and institutional policies. Reference Exhibit A, Business Associate Obligations, with respect to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
4. The University will hold Teaching Site harmless for any and all claims and causes of actions which students or instructors of the University may have or assert against Teaching Site on account of illness, injury to their persons, or damage to their property while on the premises of Teaching Site or while participating in the program described by this Agreement, which may result in Worker's Compensation, malpractice, or other claims and actions, except those caused by the wrongful or negligent acts or omissions of Teaching Site and its officers, employees, or agents.
5. The Teaching Site will hold the University harmless from any and all claims and causes of actions which employees of the Teaching Site may have or assert against the University on account of illness, injury to their persons, or damage to their property while on the premises of the Teaching Site or while participating in a community pharmacy experience under this Agreement, except those caused by the wrongful or negligent acts or omissions of the University and its officers, employees, students or agents.
6. Each party shall extend its usual worker's compensation insurance to cover all employees who are participating in the Programs at the Teaching Site. The parties hereto agree that University's students are fulfilling specific requirements for pharmacy practice experiences as part of a degree requirement. Therefore, University's students are not to be considered employees of the University or the Teaching Site for purposes of worker's compensation, employee benefit programs or any other purpose.

7. The University warrants that it carries policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insure against the perils of bodily injury, personal injury, malpractice, and property damage, and covers such liabilities as are imposed by law. The University shall continue to maintain such insurance in full force and effect during the term of this agreement and carry a limit of liability of at least one million dollars (\$1,000,000) per incident and three million dollars (\$3,000,000) aggregate.
8. This Agreement shall be effective **February 10, 2012**, and shall continue until **February 10, 2017, or until** either the University or the Teaching Site determines that Agreement should be discontinued and gives a 30-day notice of such a determination.

IN WITNESS WHEREOF, we have hereunto subscribed our names effective [04/02/12].

PHARMACY TECHNOLOGY DEPARTMENT
SANTA ANA COLLEGE
1530 W. 17TH ST., SANTA ANA, CA 92706
714-564-6650
Contact: Dr. K.C. Huynh, Associate Professor & Department Chair

By _____

(Print Name & Title) Peter J Hardash

Vice Chancellor, Business Operations and Fiscal Services.

Hereinabove referred to as "Teaching Site"

UNIVERSITY OF THE PACIFIC
Thomas J. Long School of Pharmacy and Health Sciences
3601 Pacific Avenue, Stockton, CA 95211
209-946-7754
Contact: Dr. Allen Shek, Director of Advanced Pharmacy Practice Experience, Vice-Chair,
Pharmacy Practice

By _____

Patrick Cavanaugh, J.D.
Vice President for Finance

Hereinabove referred to as "the University"

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Student Services

To:	Board of Trustees	Date: April 2, 2012
Re:	Approval of the Rose & Tuck Consulting Contract	
Action:	Request for Approval	

BACKGROUND

With the increase in financial aid students, it has become impossible to respond to all of the student requests for their financial aid status in a timely manner. The large number of status requests received by the financial aid office has resulted in frustrated students as well as less staff time available to process financial aid. Putting financial aid information on-line for students to refer to as needed will increase customer service and increase staff productivity.

ANALYSIS

The Datatel Financial Aid module has limited information available to students on-line through WebAdvisor. The Financial Aid Office recommends contracting with Rose & Tuck to expand the information available to students as follows:

- Create a financial aid status summary webpage for students
- Create a financial aid status summary webpage for staff to advise students
- Create the necessary parameter screens for the Financial Aid Office
- Provide documentation and training to the Financial Aid Office

It is expected that students will begin benefiting from this project by July 1, 2012

RECOMMENDATION

It is recommended that the Board of Trustees approve the consulting services from Rose & Tuck Consulting as presented as part of a district-wide initiative to upgrade financial aid processes. All costs to be paid by BFAP financial aid categorical funds.

Fiscal Impact:	\$27,200 from BFAP categorical funds	Board Date: April 2, 2012
Prepared by:	Sara Lundquist, Ph.D, Vice president of Student Services, Santa Ana College	
Submitted by:	Erlinda J Martinez, Ed.D, President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D, Chancellor, RSCCD	



Statement of Work and Work Estimate

*This estimate is not a firm-fixed price quote.
You will be billed for actual time and expenses incurred.*

Date: January 5, 2012

Client Name: Rancho Santiago Community College District

Client Contact(s): Robert Manson, Associate Dean of Financial Aid
Manson_Robert@sac.edu

Project Description: FA Dashboard, Phase I – Functional & Technical Specifications

Project Scope/Services: During this phase of the project, Rose & Tuck will meet with District representatives to discuss the information that can be provided to students to answer most common questions regarding their Financial Aid awards, status, and transmittals of funds. We will conduct analysis and prepare a detailed document outlining the functional requirements, findings and options, and technical specifications for the project.

Rose & Tuck anticipates that Phase II would entail the completion of development, documentation, and user testing. Based on our experience with projects of this nature, we anticipate the scope of work would include:

- 1 native colleague parameter form
- 2 Web Advisor front-end forms (to allow Staff or Student access to the dashboard summary information)
- 1 Web Advisor dashboard summary information form
- 2 Web Advisor detail information forms, accessed from the summary form (general information details; award status details, similar to VES in Native Colleague)

We estimate 80 hours for Phase II. A formal estimate will be prepared for approval prior to this phase.

Project Estimate:	Task		Hours
	On-site specifications meeting and preparation		20.00
	Analysis and Design		12.00
	Fees	32 hours @ \$225/hour	\$ 7,200.00
	Expenses		\$ 2,000.00
	TOTAL ESTIMATE		\$ 9,200.00

Statement of Work Accepted and Work Authorized by:

Name	_____
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Title

Print Name

Check Registers Submitted for Approval
Checks Written for Period 03/03/12 thru 03/23/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53359	General Fund Unrestricted	27,475.20	0.00	27,475.20	92*0309644	92*0309644
53360	General Fund Unrestricted	127.10	0.00	127.10	92*0309649	92*0309649
53361	General Fund Unrestricted	1,104.04	0.00	1,104.04	92*0309652	92*0309658
53362	General Fund Unrestricted	10,112.78	0.00	10,112.78	92*0309663	92*0309669
53363	General Fund Unrestricted	6,691.05	0.00	6,691.05	92*0309670	92*0309673
53365	General Fund Unrestricted	1,781.13	0.00	1,781.13	92*0309679	92*0309680
53368	General Fund Unrestricted	8,561.20	0.00	8,561.20	92*0309686	92*0309688
53369	General Fund Unrestricted	7,711.91	0.00	7,711.91	92*0309690	92*0309695
53370	General Fund Unrestricted	1,521.02	0.00	1,521.02	92*0309697	92*0309702
53371	General Fund Unrestricted	3,331.50	0.00	3,331.50	92*0309703	92*0309705
53373	General Fund Unrestricted	13,052.14	0.00	13,052.14	92*0309712	92*0309712
53374	General Fund Unrestricted	4,200.20	0.00	4,200.20	92*0309713	92*0309729
53376	General Fund Unrestricted	17,713.62	0.00	17,713.62	92*0309737	92*0309741
53377	General Fund Unrestricted	4,317.71	0.00	4,317.71	92*0309742	92*0309750
53378	General Fund Unrestricted	11,793.68	0.00	11,793.68	92*0309752	92*0309754
53384	General Fund Unrestricted	59,674.00	0.00	59,674.00	92*0309777	92*0309860
53385	General Fund Unrestricted	53,033.00	0.00	53,033.00	92*0309861	92*0309944
53386	General Fund Unrestricted	79,218.00	0.00	79,218.00	92*0309945	92*0310061
53387	General Fund Unrestricted	127,057.00	0.00	127,057.00	92*0310062	92*0310146
53388	General Fund Unrestricted	48,634.96	0.00	48,634.96	92*0310147	92*0310230
53389	General Fund Unrestricted	51,224.85	0.00	51,224.85	92*0310231	92*0310314
53390	General Fund Unrestricted	50,191.00	0.00	50,191.00	92*0310315	92*0310398
53391	General Fund Unrestricted	57,597.00	0.00	57,597.00	92*0310399	92*0310482
53392	General Fund Unrestricted	53,008.00	0.00	53,008.00	92*0310483	92*0310566
53393	General Fund Unrestricted	56,299.00	0.00	56,299.00	92*0310567	92*0310650
53394	General Fund Unrestricted	60,245.00	0.00	60,245.00	92*0310651	92*0310734
53395	General Fund Unrestricted	48,965.00	0.00	48,965.00	92*0310735	92*0310818
53396	General Fund Unrestricted	55,046.00	0.00	55,046.00	92*0310819	92*0310902
53397	General Fund Unrestricted	59,116.00	0.00	59,116.00	92*0310903	92*0310986
53398	General Fund Unrestricted	54,759.00	0.00	54,759.00	92*0310987	92*0311068
53399	General Fund Unrestricted	600.00	0.00	600.00	92*0311069	92*0311069
53400	General Fund Unrestricted	2,491.26	0.00	2,491.26	92*0311078	92*0311079
53401	General Fund Unrestricted	474.55	0.00	474.55	92*0311081	92*0311085
53402	General Fund Unrestricted	20,742.54	0.00	20,742.54	92*0311089	92*0311089
53403	General Fund Unrestricted	9,845.34	0.00	9,845.34	92*0311091	92*0311096
53411	General Fund Unrestricted	739.25	0.00	739.25	92*0311124	92*0311126
53412	General Fund Unrestricted	174.80	0.00	174.80	92*0311127	92*0311128
53413	General Fund Unrestricted	16,045.82	0.00	16,045.82	92*0311133	92*0311134
53414	General Fund Unrestricted	776.47	0.00	776.47	92*0311138	92*0311140
53415	General Fund Unrestricted	2,415.82	0.00	2,415.82	92*0311149	92*0311149
53416	General Fund Unrestricted	13,542.25	0.00	13,542.25	92*0311150	92*0311155

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53417	General Fund Unrestricted	17,603.50	0.00	17,603.50	92*0311156	92*0311156
53424	General Fund Unrestricted	227.02	0.00	227.02	92*0311176	92*0311181
53426	General Fund Unrestricted	71.55	0.00	71.55	92*0311186	92*0311191
53427	General Fund Unrestricted	1,014.14	0.00	1,014.14	92*0311193	92*0311195
53428	General Fund Unrestricted	3,212.71	0.00	3,212.71	92*0311200	92*0311202
53429	General Fund Unrestricted	17,867.11	0.00	17,867.11	92*0311203	92*0311205
53430	General Fund Unrestricted	2,330.71	0.00	2,330.71	92*0311206	92*0311212
53431	General Fund Unrestricted	3,646.20	0.00	3,646.20	92*0311213	92*0311220
53432	General Fund Unrestricted	7,038.72	0.00	7,038.72	92*0311221	92*0311227
53433	General Fund Unrestricted	2,854.65	0.00	2,854.65	92*0311228	92*0311235
53434	General Fund Unrestricted	2,364.60	0.00	2,364.60	92*0311236	92*0311246
53437	General Fund Unrestricted	2,332.47	0.00	2,332.47	92*0311249	92*0311255
53438	General Fund Unrestricted	384.08	0.00	384.08	92*0311256	92*0311257
53439	General Fund Unrestricted	4,468.01	0.00	4,468.01	92*0311265	92*0311267
53441	General Fund Unrestricted	110.00	0.00	110.00	92*0311280	92*0311281
53442	General Fund Unrestricted	16,153.62	0.00	16,153.62	92*0311282	92*0311284
53443	General Fund Unrestricted	13,116.80	0.00	13,116.80	92*0311285	92*0311290
53451	General Fund Unrestricted	39,339.00	0.00	39,339.00	92*0311322	92*0311338
53452	General Fund Unrestricted	127,263.00	0.00	127,263.00	92*0311339	92*0311389
53455	General Fund Unrestricted	1,021.76	0.00	1,021.76	92*0311402	92*0311406
53457	General Fund Unrestricted	2,321.63	0.00	2,321.63	92*0311416	92*0311422
53458	General Fund Unrestricted	960.72	0.00	960.72	92*0311424	92*0311429
53463	General Fund Unrestricted	3,705.00	0.00	3,705.00	92*0311441	92*0311446
53464	General Fund Unrestricted	1,816.90	0.00	1,816.90	92*0311448	92*0311448
53465	General Fund Unrestricted	1,256.15	0.00	1,256.15	92*0311452	92*0311454
53467	General Fund Unrestricted	7,077.80	0.00	7,077.80	92*0311462	92*0311465
53468	General Fund Unrestricted	1,365.59	0.00	1,365.59	92*0311467	92*0311472
53477	General Fund Unrestricted	542.30	0.00	542.30	92*0311515	92*0311515
53478	General Fund Unrestricted	7,571.88	0.00	7,571.88	92*0311517	92*0311525
53480	General Fund Unrestricted	1,311.43	0.00	1,311.43	92*0311533	92*0311537
53481	General Fund Unrestricted	35,000.00	0.00	35,000.00	92*0311538	92*0311539
53484	General Fund Unrestricted	2,163.90	0.00	2,163.90	92*0311552	92*0311558
53485	General Fund Unrestricted	468.28	0.00	468.28	92*0311564	92*0311564
53486	General Fund Unrestricted	1,840.52	0.00	1,840.52	92*0311565	92*0311573
53487	General Fund Unrestricted	7,686.93	0.00	7,686.93	92*0311574	92*0311577
53488	General Fund Unrestricted	6,193.62	0.00	6,193.62	92*0311583	92*0311585
53489	General Fund Unrestricted	1,669.45	0.00	1,669.45	92*0311589	92*0311593
53491	General Fund Unrestricted	11,648.00	0.00	11,648.00	92*0311604	92*0311604
53493	General Fund Unrestricted	5,130.76	0.00	5,130.76	92*0311610	92*0311618
53494	General Fund Unrestricted	14,747.82	0.00	14,747.82	92*0311619	92*0311619
53498	General Fund Unrestricted	2,737.00	0.00	2,737.00	92*0311634	92*0311635

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53500	General Fund Unrestricted	4,471.93	0.00	4,471.93	92*0311640	92*0311641
53501	General Fund Unrestricted	1,634.40	0.00	1,634.40	92*0311642	92*0311644
53502	General Fund Unrestricted	31,932.95	0.00	31,932.95	92*0311645	92*0311647
53504	General Fund Unrestricted	1,279.38	0.00	1,279.38	92*0311651	92*0311655
53505	General Fund Unrestricted	43,831.98	0.00	43,831.98	92*0311657	92*0311660
53506	General Fund Unrestricted	7,563.68	0.00	7,563.68	92*0311661	92*0311667
53508	General Fund Unrestricted	291.77	0.00	291.77	92*0311678	92*0311678
53509	General Fund Unrestricted	15,236.85	0.00	15,236.85	92*0311680	92*0311681
53510	General Fund Unrestricted	272.00	0.00	272.00	92*0311682	92*0311684
Total Fund 11 General Fund Unrestricted		<u>\$1,587,560.46</u>	<u>\$0.00</u>	<u>\$1,587,560.46</u>		

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53360	General Fund Restricted	1,967.02	0.00	1,967.02	92*0309645	92*0309651
53361	General Fund Restricted	2,528.12	0.00	2,528.12	92*0309655	92*0309656
53362	General Fund Restricted	23,139.89	0.00	23,139.89	92*0309659	92*0309667
53364	General Fund Restricted	940.07	0.00	940.07	92*0309674	92*0309678
53368	General Fund Restricted	6,519.29	0.00	6,519.29	92*0309689	92*0309689
53369	General Fund Restricted	1,605.89	0.00	1,605.89	92*0309691	92*0309691
53370	General Fund Restricted	718.52	0.00	718.52	92*0309696	92*0309698
53372	General Fund Restricted	218.93	0.00	218.93	92*0309706	92*0309711
53376	General Fund Restricted	2,187.43	0.00	2,187.43	92*0309740	92*0309740
53377	General Fund Restricted	246.16	0.00	246.16	92*0309746	92*0309751
53379	General Fund Restricted	5,263.24	0.00	5,263.24	92*0309755	92*0309760
53380	General Fund Restricted	1,536.72	0.00	1,536.72	92*0309761	92*0309765
53399	General Fund Restricted	2,868.48	0.00	2,868.48	92*0311070	92*0311075
53400	General Fund Restricted	3,816.46	0.00	3,816.46	92*0311076	92*0311080
53401	General Fund Restricted	187.40	0.00	187.40	92*0311086	92*0311088
53403	General Fund Restricted	481.75	0.00	481.75	92*0311090	92*0311092
53411	General Fund Restricted	604.78	0.00	604.78	92*0311120	92*0311123
53412	General Fund Restricted	624.64	0.00	624.64	92*0311129	92*0311132
53414	General Fund Restricted	1,283.87	0.00	1,283.87	92*0311135	92*0311137
53415	General Fund Restricted	18,805.55	0.00	18,805.55	92*0311141	92*0311148
53418	General Fund Restricted	350.10	0.00	350.10	92*0311157	92*0311161
53424	General Fund Restricted	837.50	0.00	837.50	92*0311177	92*0311180
53425	General Fund Restricted	95,220.95	0.00	95,220.95	92*0311182	92*0311184
53426	General Fund Restricted	1,564.00	0.00	1,564.00	92*0311185	92*0311192
53428	General Fund Restricted	2,892.56	0.00	2,892.56	92*0311196	92*0311199
53436	General Fund Restricted	15,000.00	0.00	15,000.00	92*0311248	92*0311248
53438	General Fund Restricted	1,139.28	0.00	1,139.28	92*0311258	92*0311262
53439	General Fund Restricted	1,191.20	0.00	1,191.20	92*0311263	92*0311264
53440	General Fund Restricted	3,033.99	0.00	3,033.99	92*0311268	92*0311275
53441	General Fund Restricted	236.99	0.00	236.99	92*0311276	92*0311279
53443	General Fund Restricted	2,095.50	0.00	2,095.50	92*0311291	92*0311291
53453	General Fund Restricted	6,838.92	0.00	6,838.92	92*0311390	92*0311394
53454	General Fund Restricted	18,538.78	0.00	18,538.78	92*0311395	92*0311401
53455	General Fund Restricted	1,943.27	0.00	1,943.27	92*0311403	92*0311404
53456	General Fund Restricted	2,567.26	0.00	2,567.26	92*0311407	92*0311415
53457	General Fund Restricted	758.33	0.00	758.33	92*0311423	92*0311423
53458	General Fund Restricted	451.00	0.00	451.00	92*0311428	92*0311428
53459	General Fund Restricted	29,846.00	0.00	29,846.00	92*0311430	92*0311430
53460	General Fund Restricted	2,697.42	0.00	2,697.42	92*0311431	92*0311437
53464	General Fund Restricted	55,117.19	0.00	55,117.19	92*0311447	92*0311451
53466	General Fund Restricted	10,308.52	0.00	10,308.52	92*0311455	92*0311459

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53467	General Fund Restricted	10,162.92	0.00	10,162.92	92*0311460	92*0311463
53468	General Fund Restricted	455.44	0.00	455.44	92*0311466	92*0311466
53469	General Fund Restricted	3,103.94	0.00	3,103.94	92*0311473	92*0311478
53470	General Fund Restricted	569.34	0.00	569.34	92*0311479	92*0311486
53477	General Fund Restricted	525.00	0.00	525.00	92*0311511	92*0311514
53478	General Fund Restricted	7,312.66	0.00	7,312.66	92*0311516	92*0311522
53483	General Fund Restricted	4,838.16	0.00	4,838.16	92*0311547	92*0311551
53485	General Fund Restricted	1,667.07	0.00	1,667.07	92*0311559	92*0311563
53487	General Fund Restricted	1,682.31	0.00	1,682.31	92*0311578	92*0311580
53488	General Fund Restricted	17,411.04	0.00	17,411.04	92*0311581	92*0311587
53489	General Fund Restricted	203.98	0.00	203.98	92*0311588	92*0311594
53490	General Fund Restricted	1,423.47	0.00	1,423.47	92*0311595	92*0311602
53491	General Fund Restricted	11,595.00	0.00	11,595.00	92*0311603	92*0311603
53492	General Fund Restricted	9,015.94	0.00	9,015.94	92*0311605	92*0311609
53493	General Fund Restricted	114.00	0.00	114.00	92*0311615	92*0311615
53495	General Fund Restricted	731.24	0.00	731.24	92*0311620	92*0311627
53499	General Fund Restricted	20,403.16	0.00	20,403.16	92*0311636	92*0311636
53500	General Fund Restricted	9,356.74	0.00	9,356.74	92*0311637	92*0311639
53504	General Fund Restricted	3,247.93	0.00	3,247.93	92*0311650	92*0311656
53506	General Fund Restricted	12,298.33	0.00	12,298.33	92*0311662	92*0311668
53507	General Fund Restricted	1,160.22	0.00	1,160.22	92*0311669	92*0311676
53508	General Fund Restricted	429.67	0.00	429.67	92*0311677	92*0311679
Total Fund 12 General Fund Restricted		<u>\$445,880.53</u>	<u>\$0.00</u>	<u>\$445,880.53</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53366	Child Development Fund	3,522.21	0.00	3,522.21	92*0309681	92*0309684
53375	Child Development Fund	3,148.60	0.00	3,148.60	92*0309730	92*0309736
53404	Child Development Fund	31,278.07	0.00	31,278.07	92*0311097	92*0311101
53419	Child Development Fund	1,553.25	0.00	1,553.25	92*0311162	92*0311165
53420	Child Development Fund	7,395.00	0.00	7,395.00	92*0311166	92*0311170
53444	Child Development Fund	1,509.74	0.00	1,509.74	92*0311292	92*0311296
53445	Child Development Fund	2,606.86	0.00	2,606.86	92*0311297	92*0311303
53471	Child Development Fund	2,323.44	0.00	2,323.44	92*0311487	92*0311489
53474	Child Development Fund	413.12	0.00	413.12	92*0311496	92*0311506
53479	Child Development Fund	6,481.69	0.00	6,481.69	92*0311526	92*0311532
53496	Child Development Fund	2,052.88	0.00	2,052.88	92*0311628	92*0311632
Total Fund 33 Child Development Fund		<u>\$62,284.86</u>	<u>\$0.00</u>	<u>\$62,284.86</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53410	Capital Outlay Projects Fund	15,115.72	0.00	15,115.72	92*0311117	92*0311119
53422	Capital Outlay Projects Fund	825.74	0.00	825.74	92*0311173	92*0311174
53449	Capital Outlay Projects Fund	1,164.15	0.00	1,164.15	92*0311316	92*0311319
53450	Capital Outlay Projects Fund	16,710.65	0.00	16,710.65	92*0311320	92*0311321
53462	Capital Outlay Projects Fund	14,994.51	0.00	14,994.51	92*0311440	92*0311440
53476	Capital Outlay Projects Fund	338.20	0.00	338.20	92*0311510	92*0311510
53497	Capital Outlay Projects Fund	467.64	0.00	467.64	92*0311633	92*0311633
53503	Capital Outlay Projects Fund	67,554.72	0.00	67,554.72	92*0311648	92*0311649
53511	Capital Outlay Projects Fund	3,495.00	0.00	3,495.00	92*0311685	92*0311685
Total Fund 41 Capital Outlay Projects Fu		<u>\$120,666.33</u>	<u>\$0.00</u>	<u>\$120,666.33</u>		

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53367	Bond Fund, Measure E	15,056.25	0.00	15,056.25	92*0309685	92*0309685
53381	Bond Fund, Measure E	93,529.35	0.00	93,529.35	92*0309766	92*0309768
53382	Bond Fund, Measure E	320,144.25	0.00	320,144.25	92*0309769	92*0309772
53383	Bond Fund, Measure E	47,197.90	0.00	47,197.90	92*0309773	92*0309776
53405	Bond Fund, Measure E	26,967.72	0.00	26,967.72	92*0311102	92*0311104
53406	Bond Fund, Measure E	13,920.65	0.00	13,920.65	92*0311105	92*0311108
53407	Bond Fund, Measure E	207,662.26	0.00	207,662.26	92*0311109	92*0311111
53408	Bond Fund, Measure E	237,612.87	0.00	237,612.87	92*0311112	92*0311114
53409	Bond Fund, Measure E	259,712.50	0.00	259,712.50	92*0311115	92*0311116
53421	Bond Fund, Measure E	633.72	0.00	633.72	92*0311171	92*0311172
53446	Bond Fund, Measure E	132,238.62	0.00	132,238.62	92*0311304	92*0311307
53447	Bond Fund, Measure E	92,921.85	0.00	92,921.85	92*0311308	92*0311310
53448	Bond Fund, Measure E	49,853.29	0.00	49,853.29	92*0311311	92*0311315
53461	Bond Fund, Measure E	64,757.63	0.00	64,757.63	92*0311438	92*0311439
53472	Bond Fund, Measure E	116,994.00	0.00	116,994.00	92*0311490	92*0311493
53473	Bond Fund, Measure E	17,955.00	0.00	17,955.00	92*0311494	92*0311495
53475	Bond Fund, Measure E	147,703.18	0.00	147,703.18	92*0311507	92*0311509
53482	Bond Fund, Measure E	86,718.15	0.00	86,718.15	92*0311540	92*0311546
Total Fund 42 Bond Fund, Measure E		<u>\$1,931,579.19</u>	<u>\$0.00</u>	<u>\$1,931,579.19</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
53435	Property and Liability Fund	7,753.80	0.00	7,753.80	92*0311247	92*0311247
Total Fund 61 Property and Liability Fund		<u><u>\$7,753.80</u></u>	<u><u>\$0.00</u></u>	<u><u>\$7,753.80</u></u>		

53423	Workers' Compensation Fund	400.74	0.00	400.74	92*0311175	92*0311175
Total Fund 62 Workers' Compensation Fu		<u><u>\$400.74</u></u>	<u><u>\$0.00</u></u>	<u><u>\$400.74</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	1,587,560.46
Total Fund 12 General Fund Restricted	445,880.53
Total Fund 33 Child Development Fund	62,284.86
Total Fund 41 Capital Outlay Projects Fund	120,666.33
Total Fund 42 Bond Fund, Measure E	1,931,579.19
Total Fund 61 Property and Liability Fund	7,753.80
Total Fund 62 Workers' Compensation Fund	400.74
Grand Total:	<u><u>\$4,156,125.91</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 02/01/2012 To 02/29/2012
Board Meeting on 04/02/2012**

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS		From	To
Fund 11: General Fund Unrestricted			
1000	ACADEMIC SALARIES		554,116
2000	CLASSIFIED SALARIES		1,025,124
3000	EMPLOYEE BENEFITS	1,610,483	
4000	SUPPLIES & MATERIALS	6,072	
5000	OTHER OPERATING EXP & SERVICES	84,061	
6000	CAPITAL OUTLAY		121,256
7000	OTHER OUTGO		120
Total Transfer Fund 11		\$1,700,616	\$1,700,616
Fund 12: General Fund Restricted			
1000	ACADEMIC SALARIES	26,979	
2000	CLASSIFIED SALARIES	73,478	
3000	EMPLOYEE BENEFITS		1,578
4000	SUPPLIES & MATERIALS		21,095
5000	OTHER OPERATING EXP & SERVICES		2,810
6000	CAPITAL OUTLAY		71,524
7000	OTHER OUTGO		3,450
Total Transfer Fund 12		\$100,457	\$100,457
Fund 33: Child Development Fund			
1000	ACADEMIC SALARIES	13,991	
2000	CLASSIFIED SALARIES		2,452
3000	EMPLOYEE BENEFITS		12,113
4000	SUPPLIES & MATERIALS	430	
5000	OTHER OPERATING EXP & SERVICES		3,184
6000	CAPITAL OUTLAY	623	
7900	RESERVE FOR CONTINGENCIES	2,705	
Total Transfer Fund 33		\$17,749	\$17,749
Fund 41: Capital Outlay Projects Fund			
5000	OTHER OPERATING EXP & SERVICES		20,000
7900	RESERVE FOR CONTINGENCIES	20,000	
Total Transfer Fund 41		\$20,000	\$20,000
BUDGET INCREASES AND DECREASES		Decrease	Increase
Fund 12: General Fund Restricted			
Revenue Account			
8100	FEDERAL REVENUES		16,364
8600	STATE REVENUES		2,500
Total Revenue Fund 12		\$0	\$18,864
Appropriation Account			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 02/01/2012 To 02/29/2012
Board Meeting on 04/02/2012**

BUDGET INCREASES AND DECREASES		Decrease	Increase
1000	ACADEMIC SALARIES		5,135
2000	CLASSIFIED SALARIES		5,724
3000	EMPLOYEE BENEFITS	345	
4000	SUPPLIES & MATERIALS		19,516
5000	OTHER OPERATING EXP & SERVICES	26,805	
6000	CAPITAL OUTLAY		3,639
7000	OTHER OUTGO		12,000
Total Appropriation Fund 12		\$27,150	\$46,014
<u>Fund 41: Capital Outlay Projects Fund</u>			
<u>Revenue Account</u>			
8800	LOCAL REVENUES		9,000
Total Revenue Fund 41		\$0	\$9,000
<u>Appropriation Account</u>			
7900	RESERVE FOR CONTINGENCIES		9,000
Total Appropriation Fund 41		\$0	\$9,000

The attached listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 02/01/2012 To 02/29/2012
Board Meeting on 04/02/2012**

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS		From	To
Fund 11: General Fund Unrestricted			
B008999	02/16/12		
1000	ACADEMIC SALARIES		4,495
2000	CLASSIFIED SALARIES		133,802
3000	EMPLOYEE BENEFITS	141,859	
5000	OTHER OPERATING EXP & SERVICES		3,562
Total Reference B008999		\$141,859	\$141,859
Reason:	Adjustment		
Description:	sal/ben of 1.053% step/col DO		
B009000	02/16/12		
1000	ACADEMIC SALARIES		95,239
2000	CLASSIFIED SALARIES		93,338
3000	EMPLOYEE BENEFITS	188,613	
5000	OTHER OPERATING EXP & SERVICES		36
Total Reference B009000		\$188,613	\$188,613
Reason:	Adjustment		
Description:	Sal/ben of 1.053% step/col SCC		
B009001	02/21/12		
1000	ACADEMIC SALARIES		75,191
2000	CLASSIFIED SALARIES		130,896
3000	EMPLOYEE BENEFITS	206,087	
Total Reference B009001		\$206,087	\$206,087
Reason:	Adjustment		
Description:	Sal/Ben of 1.053% step/col SCC		
B009012	02/23/12		
5000	OTHER OPERATING EXP & SERVICES	28,000	
6000	CAPITAL OUTLAY		28,000
Total Reference B009012		\$28,000	\$28,000
Reason:	Adjustment		
Description:	Buy Blades 4 the Datatel SQL		
B009028	02/23/12		
5000	OTHER OPERATING EXP & SERVICES	53,000	
6000	CAPITAL OUTLAY		53,000
Total Reference B009028		\$53,000	\$53,000
Reason:	Adjustment		
Description:	Warehouse vehicle replacements		
B009029	02/23/12		
4000	SUPPLIES & MATERIALS	10,000	
5000	OTHER OPERATING EXP & SERVICES	32,405	
6000	CAPITAL OUTLAY		42,405
Total Reference B009029		\$42,405	\$42,405
Reason:	Adjustment		
Description:	DO ITS Datatel Prod Servers		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 02/01/2012 To 02/29/2012
Board Meeting on 04/02/2012**

BUDGET TRANSFERS		From	To
B009037	02/27/12		
2000	CLASSIFIED SALARIES	19,136	
3000	EMPLOYEE BENEFITS	8,509	
5000	OTHER OPERATING EXP & SERVICES		27,645
Total Reference B009037		\$27,645	\$27,645
Reason:	Adjustment		
Description:	Trans vacant sal to legal exps		
B009050	02/28/12		
1000	ACADEMIC SALARIES		52,123
2000	CLASSIFIED SALARIES		216,108
3000	EMPLOYEE BENEFITS	268,231	
Total Reference B009050		\$268,231	\$268,231
Reason:	Adjustment		
Description:	SAC sal/ben of 1.053%,step/col		
B009051	02/28/12		
1000	ACADEMIC SALARIES		33,760
2000	CLASSIFIED SALARIES		43,420
3000	EMPLOYEE BENEFITS	77,180	
Total Reference B009051		\$77,180	\$77,180
Reason:	Adjustment		
Description:	SAC sal/ben of 1.053%step-III		
B009061	02/29/12		
1000	ACADEMIC SALARIES		249,517
2000	CLASSIFIED SALARIES		65,062
3000	EMPLOYEE BENEFITS	314,579	
Total Reference B009061		\$314,579	\$314,579
Reason:	Adjustment		
Description:	Sal/Ben 1.053% step/col SAC P4		
B009063	02/29/12		
1000	ACADEMIC SALARIES	136,722	
2000	CLASSIFIED SALARIES		92,010
3000	EMPLOYEE BENEFITS		44,712
Total Reference B009063		\$136,722	\$136,722
Reason:	Adjustment		
Description:	SAC sal/ben of 1.053%-II		
B009064	02/29/12		
1000	ACADEMIC SALARIES	39,822	
2000	CLASSIFIED SALARIES		39,841
3000	EMPLOYEE BENEFITS	19	
Total Reference B009064		\$39,841	\$39,841
Reason:	Adjustment		
Description:	SAC sal/ben of 1.053%-VI		
B009066	02/29/12		
1000	ACADEMIC SALARIES		25,704
3000	EMPLOYEE BENEFITS	25,704	
Total Reference B009066		\$25,704	\$25,704
Reason:	Adjustment		
Description:	SCC PT instruction		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 02/01/2012 To 02/29/2012
Board Meeting on 04/02/2012**

BUDGET TRANSFERS		From	To
B009067	02/29/12		
1000	ACADEMIC SALARIES		174,427
2000	CLASSIFIED SALARIES		229,783
3000	EMPLOYEE BENEFITS	404,210	
Total Reference B009067		\$404,210	\$404,210

Reason: Adjustment
Description: Sal/Ben 1.053% step/col SAC P5

Fund 33: Child Development Fund

B009039	02/27/12		
6000	CAPITAL OUTLAY		2,705
7900	RESERVE FOR CONTINGENCIES	2,705	
Total Reference B009039		\$2,705	\$2,705

Reason: Special Project Adjustment
Description: SP#1271 CDS EHS over-expend

Fund 41: Capital Outlay Projects Fund

B008943	02/06/12		
5000	OTHER OPERATING EXP & SERVICES		20,000
7900	RESERVE FOR CONTINGENCIES	20,000	
Total Reference B008943		\$20,000	\$20,000

Reason: Special Project Adjustment
Description: SAC concrete/water valve maint

BUDGET INCREASES AND DECREASES	Decrease	Increase
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Fund 12: General Fund Restricted

B009019	02/23/12		
8600	STATE REVENUES	39,413	
2000	CLASSIFIED SALARIES	27,221	
3000	EMPLOYEE BENEFITS	2,112	
5000	OTHER OPERATING EXP & SERVICES	10,080	
Total Reference B009019		\$78,826	\$0

Reason: Special Project Adjustment
Description: SP#2297 CITD STEP federal

B009048	02/28/12		
8600	STATE REVENUES		39,413
2000	CLASSIFIED SALARIES		27,221
3000	EMPLOYEE BENEFITS		2,112
5000	OTHER OPERATING EXP & SERVICES		10,080
Total Reference B009048		\$0	\$78,826

Reason: New Budget
Description: NEWB#1243 EWD CITD STEP

Fund 41: Capital Outlay Projects Fund

B008957	02/08/12		
8800	LOCAL REVENUES		9,000
7900	RESERVE FOR CONTINGENCIES		9,000
Total Reference B008957		\$0	\$18,000

Reason: Special Project Adjustment
Description: Corr SCC non-res tui/SAC fees

RECOMMENDATION

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: April 2, 2012
Re:	Approval of Lease Agreement between RSCCD/SBDC and Brea Chamber of Commerce	
Action:	Request for Approval	

BACKGROUND

In April 2012, Rancho Santiago Community College District (RSCCD) Small Business Development Center (SBDC) was approved and received \$235,000 grant funding from CSU Fullerton under U.S. Small Business Administration's Jobs Act to establish an SBDC satellite center in North Orange County. The grant ends January 31, 2013. The Brea Chamber of Commerce was selected to house the satellite center and provide space for our employee(s) to work, meet clients (one-on-one) and to host workshops and seminars for the duration of the grant.

ANALYSIS

\$12,000 has been budgeted in Project number 1642 to lease space for a North Orange County SBDC satellite center. The project director and project administrator have been working with the Brea Chamber CEO Sharon Wagner and Board member Michael Duran to develop the enclosed lease agreement. The terms of the agreement are: 1 year and 9 months, commencing **May 1, 2011** and ending **January 31, 2013**. Rent is \$500 per month ("Rent") payable on the First day of each month commencing **May 1, 2011**. In addition to office space and use of meeting spaces at the Brea Chamber facility, the rent includes promoting RSCCD's Orange County SBDC expansion of services to North Orange County's business community; referring Brea Chamber businesses to the Orange County SBDC for assistance in expanding their business; a link from their website to the SBDC website; providing RSCCD/SBDC speaking opportunities at Brea Chamber business mixers at no charge; providing meeting space for us to conduct training workshops free of charge; introducing us to the other North Orange County Chambers and business organizations as a strong partner in the community; receptionist and other Brea Chamber staff support in greeting SBDC clients and directing them to our office for one-on-one consulting; and partnering with RSCCD/SBDC to pilot new services for small businesses such as: CEO roundtables and Strategic Needs Assessments. Project Director is Leila Mozaffari. Project Administrator is Enrique Perez.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement between RSCCD's SBDC and Brea Chamber of Commerce and that the Vice Chancellor of Business Operations/Fiscal Services or his designee be authorized to sign the agreement on behalf of the District.

Fiscal Impact: \$6,000	Board Date: April 2, 2012
Prepared by: Leila Mozaffari, Director, Small Business Development Center/ Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

LEASE AGREEMENT

1. Basic Provisions

- 1.1 **Parties:** This Lease Agreement ("Lease") dated for reference purposes only **May 1st, 2011** is made by and between the Brea Chamber of Commerce, (hereinafter called "Lessor", "BCC" or Party) and Rancho Santiago Community College District, (hereinafter called "Lessee", "RSCCD", "SBDC" or Party).
- 1.2 **Premises:** That certain portion of the premises including all improvements therein commonly known by the street address of One Civic Center Drive located in the City of Brea, County of Orange, State of California, with a zip code of 92821, (and generally described as a private office of approximately 100 sq. ft. and the following furniture and appliances in said private office: desk, chair, credenza (the "Premises")).

In addition to Lessee's rights to use and occupy the Premises as herein specified, Lessee shall have non-exclusive rights to the common areas (as described in the attached Exhibit A). The Premises, the building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project". Lessee agrees to be responsible to keep the provided office space and common areas neat, clean, and in good order and condition.

- 1.3 **Term:** 1 year and 9 months ("Original Term") commencing **May 1st 2011** (Commencement Date") and ending **January 31st 2013** (Expiration Date").
- 1.4 **Rent:** \$500 per month ("Rent") payable on the **First** day of each month commencing **May 1st, 2011**.
- 1.5 **Attachments:** Attached hereto are the following, all of which constitute a part of this lease:
- 1.5.1 **Exhibit A : Description of Common Areas**
 - 1.5.2 **Exhibit B : Evidence of insurance BCC**
 - 1.5.3 **Exhibit C: Evidence of insurance RSCCD/SBDC**
 - 1.5.4 **Exhibit D: Layout of the Premises**
2. Use of Premises.

2.1 The office shall be used by the Orange County Small Business Development Center (SBDC), an economic development program of RSCCD, for office work/appointments/meetings by SBDC staff.

2.2 Lessor agrees to furnish and pay for the following services and/or utilities: electricity, gas, garbage collection, trash removal, water, janitorial, pest control, taxes, air conditioning, heating, Internet, phone for inter-office communication, and light administrative support which shall include taking phone messages, screening clients, and scheduling appointments, greeting clients, notifying SBDC personnel that client has arrived, scheduling follow-up appointments, and coordination with the City of Brea for the use of conference facilities for workshops, seminars, and meetings. Administrative support will be available during normal BCC operating hours: Monday through Thursday from 9:00 AM until 5:00 PM and Fridays from 9:00 AM until 4:00 PM. Lessor agrees to

provide Lessee one (1) key to the office door and one (1) key to the lobby door. Said keys are non-duplicate and must be signed for by Lessee.

2.3 Lessor agrees to provide Lessee at no cost to the Lessee access to reception area, space to display literature, and access to printer/copier/fax for light usage. BCC takes no responsibility for any missed or failed to receive or transmit faxes. If BCC determines that SBDC is using a disproportionate amount of paper, toner, Internet, and/or BCC staff time, BCC will notify the SBDC who will decrease its usage or alternatively BCC and SBDC can mutually agree on an amount that will cover the increased costs.

2.4 Lessee shall not lease, sublease or assign the premises without the prior written consent of the Lessor.

2.5 Lessor may enter the Premises at reasonable times for the purpose of inspection, maintenance or repair, however Lessor shall give Lessee reasonable notice (at least one day) prior to such an entry.

2.6 Lessor shall have the right, in Lessor's sole discretion, from time to time, to make changes to the premises, to close temporarily (other than state and federal holidays and weekends) the Lessor premises, and to do and perform such other acts and make such other changes in, to or with respect to the Lessor premises as Lessor may, in the exercise of sound business judgment, deem to be appropriate. If the use of the Premises are closed for more than one business day, in such instances, Lessor shall give lessee 30 day advance notice in writing and abate the rent for the period that Lessee is unable to use the Premises.

2.7 Lessee agrees to occupy the Premises and shall keep the same in good condition, reasonable wear and tear expected, and shall not make any alterations thereon without the written consent of the Lessor.

2.8 Lessor agrees to regularly maintain the building and grounds in a clean, orderly and neat manner. Lessor further agrees upon notice by Lessee to complete within a reasonable time all necessary repairs, including those of appliances and utilities, which are furnished with the Premises.

3. Insurance. RSCCD shall provide BCC with evidence of insurance to cover costs related to damage beyond normal wear and tear caused by SBDC staff to the Premises as defined in this Lease. BCC shall provide evidence of insurance to RSCCD to cover costs related to repair or replacement due to damages beyond normal wear and tear to the Premises. BCC shall be financially responsible for any costs related to the repair or replacement due to damage to the reception area or any common areas caused by BCC staff or members.

4. Waivers of Subrogation

Any and all of BCC's or RSCCD's insurances policies provided under the provisions of this Lease which may be used in relation to this Lease shall contain provisions that insurers shall

have no right of subrogation against the either BCC or RSCCD, it being the intent of the BCC and RSCCD, that the insurance policies shall protect both parties.

BCC shall be named as additional insured in all of RSCCD policies, except RSCCD's Workman's Compensation and P&I insurance policies, and RSCCD shall be named as additional insured in all of BCC's insurance policies, except Workman's Compensation and P&I insurance policies.

Notwithstanding the provisions of this Article, the naming of BCC and RSCCD as additional assureds and/or protective co-insured is:

- only with respect to claims, demands, suits and actions resulting from operations under the Lease; and
- not intended to derogate from the division of risk and indemnity agreements set out under the Lease.

BCC shall not be entitled to assert a claim against RSCCD insurance with respect to liabilities and losses assumed by BCC or as to which BCC indemnifies RSCCD under the Lease.

RSCCD shall not be entitled to assert a claim against BCC's insurance with respect to liabilities and losses assumed by RSCCD or as to which RSCCD indemnifies BCC under the Lease.

5. Marketing Lessor shall promote the services that Lessee provides, such as no-cost business consulting and workshops, to all members of the Lessor through standard Lessor channels, such as e-mail, Insights magazine, Lessor web site and press releases.

6. Workshops Lessee shall provide a minimum of four (4) educational workshops per year during which this Agreement is in effect. Workshops topics shall be selected by Lessee. Workshops shall be scheduled by Lessor, with dates and times approved by Lessee, so as not to impact attendance at other Lessor or Lessee events. Workshop locations shall be arranged by Lessor and will be promoted through standard Lessor channels.

7. Lessee shall, upon termination of this agreement, vacate and return Premises in the same condition that it was received, less reasonable wear and tear, and other damages beyond the Lessee's control.

8. This Agreement shall be governed and construed in accordance with the laws of the State of California, and subject to the exclusive jurisdiction of the courts located in Orange County, California. In the event of a dispute relating to this Agreement, the Parties shall make a good faith effort to settle any differences without resorting to litigation.

9. MEDIATION OR ARBITRATION OF DISPUTES

9.1 The parties will act in good faith to (i) resolve any claim or dispute arising under this Agreement, (ii) submit the matter to, and participate in, mediation if the claim or dispute cannot be resolved, and (iii) select a mutually agreeable mediator. If the parties fail to resolve a claim or dispute, or fail to select a mutually agreeable mediator, within fifteen (15) days of delivery of a written demand for mediation by either party to the

other, that claim or dispute will be submitted by any party to mediation to either Judicial Arbitration & Mediation Services, Inc. ("JAMS"), under approved JAMS rules and procedures of mediation then in effect. All costs of mediation will be paid equally by the parties.

9.2 Any successfully resolved claim or dispute will be (i) documented in writing, (ii) signed by the parties, and (iii) deemed admissible in court whether or not explicitly stated in that writing.

9.3 Any party who fails to (i) participate in a mediation, (b) act in good faith in its participation in the mediation, or (iii) act in good faith in selecting a mutually agreeable mediator, will forfeit its right to recover attorneys' fees and other costs and fees in any action, even if that party is the prevailing party. In that case, the right to attorneys' fees, costs and other fees authorized by this Agreement will be considered null and void, and no authority will exist for the award of any such amounts.

9.4 If any dispute cannot be resolved by mediation, the parties agree that, within fifteen (15) days of delivery of a written demand for arbitration by either party to the other, that claim or dispute will be submitted by any party for final binding arbitration to JAMS, under approved JAMS or ADR rules and procedures of arbitration then in effect.

9.5 If any party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the Prevailing Party (as hereinafter defined) in any such action, proceeding, or appeal thereon, shall be entitled to reasonable consultants', accountants' and attorneys' fees and expenses. Such fees and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense. Any attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. The Prevailing Party shall be entitled to consultants', accountants', and attorneys' fees, costs and expenses incurred in preparation and service of notices of default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such default or resulting breach.

10. Termination Due to Loss of Funding- Notwithstanding any other provision of this Lease, if funds anticipated for the continued fulfillment of this Lease are at any time not forthcoming, then the Lessee shall have the right to terminate this Lease by giving Lessor 30 days notice specifying the reasons for such necessary termination. The termination of the Lease pursuant to this paragraph shall not cause penalty to be charged to the Lessee. Any prepaid rent shall be returned to Lessee for the period following the termination date.

11. Notices: All notices to Lessee shall be addressed to Leila Mozaffari, Director and mailed to RSCCD/Orange County SBDC, 2323 N Broadway, Ste 201, Santa Ana, CA 92706.

12. Additional terms:

Free parking is available on a limited basis for SBDC personnel and visitors on P1 level of the Civic Center public garage.

We, the undersigned are authorized representatives of BCC and RSCCD/SBDC, agree to this Agreement:

BCC:

Michael Duran _____

Signature _____ Date _____

Sharon Wagner _____

Signature _____ Date _____

RSCCD:

Raúl Rodríguez, Ph.D. _____

Chancellor _____

Signature _____ Date _____

EXHIBIT "A"
WHICH DESCRIBES COMMON AREAS

SBDC will share use of the BCC reception area and outer lobby. SBDC will be provided space to display literature both within the BCC reception area and in the outer lobby member flyer rack. SBDC shall have access to the copier/fax area, coffee bar and lunch area, and storage room kitchen area (refrigerator/microwave). No SBDC items may be stored in these areas, except for personal lunch use of the refrigerator.

EXHIBIT "B"



One Tower Square, Hartford, Connecticut 06183

COMMERCIAL PROPERTY
COVERAGE PART DECLARATIONS

POLICY NUMBER: X-660-7601A878-TIL-11
ISSUE DATE: 01-14-11

INSURING COMPANY:
TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

DECLARATIONS PERIOD: From 03/01/11 to 03/01/12 12:01 A.M. Standard Time at your mailing address shown in the Common Policy Declarations.

The Commercial Property Coverage Part consists of these Declarations and the attached Supplemental Declaration(s), Schedule(s), Table of Contents, Commercial Property Conditions, the Coverage Form(s), the Cause of Loss Form(s) and endorsements.

1. COVERAGE - Insurance applies only to premises location(s) and building number(s) shown below for the coverage(s), optional coverage(s) or coverage option(s) indicated in this Declarations or specified in any endorsements attached to this Coverage Part.
2. DEDUCTIBLE - The following deductible applies unless a different or more specific deductible is indicated within this Declarations or by endorsement.

\$ 500 per occurrence

PREMISES LOCATION NO. 0001 BUILDING NO. 0001

COVERAGE	LIMIT OF INSURANCE	COINSURANCE	CAUSES OF LOSS
Tenant's Improvements and Betterments Replacement Cost applies	\$ 32,414	90%	Special
Your Business Personal Property Replacement Cost applies	\$ 30,098	90%	Special
Personal Property of Others	\$ 11,025	90%	Special

CP TO 11 01 03

PRODUCER: CHARITY FIRST AJG CC

JC630

OFFICE: NAT'L PRGM'S-ORL 019



One Tower Square, Hartford, Connecticut 06183

COMMERCIAL PROPERTY
COVERAGE PART DECLARATIONS

POLICY NUMBER: X-660-7601A878-TIL-11
ISSUE DATE: 01-14-11

SUPPLEMENTAL DECLARATIONS

ADDITIONAL COVERAGES & COVERAGE EXTENSIONS

The following Additional Coverages and Coverage Extensions are provided under the Coverage Form(s) listed below for the Limits of Insurance shown. These Limits of Insurance apply in any one occurrence unless otherwise stated.

Some of these Additional Coverages and Coverage Extensions, or the applicable Limits of Insurance, may be modified by endorsements attached to this policy. There may also be other Additional Coverages or Coverage Extensions within your policy. Please read it carefully.

BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Additional Coverages	Limit of Insurance
Debris Removal	
- Additional Amount at each described premises	\$ 25,000
Pollutant Cleanup and Removal	
- 12 Month Aggregate Limit	\$ 25,000
Preservation of Property	Policy Limit
Fire Department Service Charge	\$ 5,000
Reward Coverage	
- Maximum Limit	\$ 5,000
Increased Cost of Construction	
- At each described premises	\$ 10,000
Fire Protective Equipment Discharge	\$ 5,000
 Coverage Extensions	
Newly Acquired or Constructed Property	
- Each Building	\$ 500,000
- Personal Property in total, at each premises	\$ 250,000
Personal Effects and Property of Others	
- At each described premises	\$ 10,000
- Any one employee	\$ 2,500
Valuable Papers and Records	
- At each described premises	\$ 10,000
Property Off-Premises	
- At any installation premises or temporary storage premises while awaiting installation	\$ 10,000
- At any other premises you do not own, lease, or regularly operate including fairs, trade shows and "exhibitions"	\$ 25,000
Temporary Relocation of Property	\$ 50,000
Outdoor Property	\$ 10,000
- Any one tree, shrub or plant	\$ 500
- Any one antenna	\$ 2,500
Claim Data Expense	\$ 2,500

CP T0 11 01 03

PRODUCER: CHARITY FIRST AJG CO

JC630

OFFICE: NAT'L PRGM'S-ORL 019

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[V@> EV@< EV@: EV@!! EV@! EV@\$ EV@→ IV@▲ [V@▼ [V@ [V@! [V@" [V@# [V@\$ [V@% [V@&



One Tower Square, Hartford, Connecticut 06183

COMMERCIAL PROPERTY
COVERAGE PART DECLARATIONS

POLICY NUMBER: X-660-7601A878-TIL-11
ISSUE DATE: 01-14-11

BUILDING AND PERSONAL PROPERTY COVERAGE FORM (continued)

Coverage Extensions		Limit of Insurance
Extra Expense (including Expediting Expenses)	\$	2,500
Accounts Receivable		
- At each described premises	\$	10,000
Non-Owned Detached Trailers	\$	5,000
Outside Signs	\$	2,500
Covered Property in Transit	\$	10,000
Duplicate Electronic Data Processing Data & Media	\$	10,000
Electronic Data Processing Equipment and Data & Media - Limited	\$	10,000
Theft Damage to Rented Property		Policy Limit

CP TO 11 01 03

PRODUCER: CHARITY FIRST AJG CO

JC630

OFFICE: NAT'L PRGM'S-ORL 019

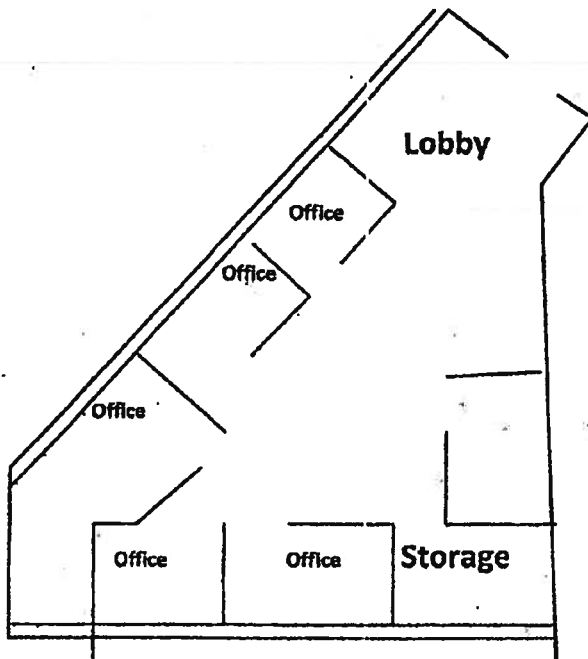
EXHIBIT "C"
RSCCD INSURANCE

Duran, Michael

From: Lopez, Yvonne <YvonneL@ci.brea.ca.us>
Sent: Tuesday, February 07, 2012 2:51 PM
To: Duran, Michael
Subject: Chamber Diagram

Hi Mike – Here is the diagram...

EXHIBIT "D"
DIAGRAM OF PREMISES
1,550 square feet



Brea Chamber of Commerce

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To: Board of Trustees	Date: April 2, 2012
Re: Approval of State Categorical Program Flexibility Transfer per AB1610	
Action: Request for Approval	

BACKGROUND

Included in the 2009-2010 state budget act was trailer bill AB4X2 which allows community college districts to redirect funds from select “flexible” categorical programs to support any other state categorical program. State categorical programs funding were reduced from 30% to 51% in the state budget act thereby requiring some form of flexibility to move program income to programs that were devastated by the cuts that could not practically and programmatically be reduced in one fiscal year. This language was continued in the 2010-2011 state budget act trailer bill AB1610 and was again continued in 2011-2012 state budget act trailer bill SB70. SB70 requires a report to the Legislature on the amount of funding districts redirect from one categorical program to another.

ANALYSIS

Santiago Canyon College indicated that they have not transferred any funds between state categorical programs that need to be reported to the state under SB70. After analysis, Santa Ana College will have need to transfer funds to its Disabled Students Programs and Services (DSP&S) program. The recommendation is to transfer up to \$100,000 from the Santa Ana College non-credit Matriculation program and up to \$200,000 from the Santa Ana College credit Matriculation program to the Santa Ana College DSP&S program. This transfer, under SB70, will bring all listed state categorical programs into compliance.

RECOMMENDATION

It is recommended that the Board of Trustees approve the State Categorical Flexibility Transfer request per SB70 as presented.

Fiscal Impact: None	Board Date: April 2, 2012
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	

California Community Colleges Legislative Reporting Requirement - 2011-12

Utilization of Categorical Flexibility Provision

DISTRICT Rancho Santiago CCD **CBO or Designee** Peter J. Hardash, Vice Chancellor

NO FUNDS TRANSFERRED (indicate with an x)

CCC Flexibility Categorical Programs	Total 11-12 Statewide Funding	Amount Moved Out of Category	Amount Moved Into Category
Childcare Tax Bail Out	\$ 3,350,000		
Equal Employment Opportunity	767,000		
Economic Development	22,929,000		
Apprenticeship	7,174,000		
Part-time Faculty Office Hours	3,514,000		
Part-time Faculty Health Insurance	490,000		
Part-time Faculty Compensation	24,907,000		
Matriculation	49,183,000	300,000	
Transfer Education and Articulation	698,000		
Physical Plant and Instructional Support	0		
Career Technical Education *	0		
Student Financial Aid Administration	56,741,000		
Foster Care Education Program	5,254,000		
Fund for Student Success	3,792,000		
CalWORKS	26,695,000		
Student Success Initiative - Basic Skills	20,037,000		
Nursing Support	13,378,000		
Disabled Students	69,223,000		300,000
Extended Opportunity Programs & Services	64,273,000		
CARE	9,332,000		
Telecom & Technology Services	15,290,000		

Funds may be transferred **out of** any shaded categorical program and **into** any categorical program shown on this page.
 * Career Technical Education is funded elsewhere in the budget and is not included in the flexibility provision.

California Community Colleges
Chancellor's Office
1102 Q STREET
SACRAMENTO, CA 95811-6549
(916) 445-8752
<http://www.cccco.edu>

March 16, 2012

TO: Chief Business Officers
FROM: Dan Troy, Vice Chancellor, College Finance and Facilities Planning
SUBJECT: April 1st District Reporting on Categorical Flexibility

Summary

In order to help manage the deep cuts in categorical program funding imposed on the colleges in the *2009-10 State Budget*, budget trailer bill language (AB 4X 2) allowed community college districts to redirect funds from a select number of categorical programs to support any other categorical program funded in the state budget. The budget language also required the state Chancellor's Office to report to the Legislature on the amount of funding, if any, districts redirected from each of the select categorical programs that fall under this "flexibility" provision. This language was continued in the 2011-12 trailer bill (SB 70), requiring a report to the Legislature regarding funding that districts redirected from one categorical program to another. (The full text of "flexibility" reporting language appears at the end of this memo.) The report to the Legislature will include only aggregate data and will not identify the actions of individual districts. This correspondence and the attached spreadsheet are presented to help us adhere to this budget reporting requirement.

Requested Action: Reporting Requirements

In order to allow the Chancellor's Office to meet its legislative reporting requirement, it is requested that districts, no later than April 2, 2012, submit the report on the attached Excel spreadsheet indicating how much funding, if any, they redirected or anticipate redirecting from these selected "flexible" categorical programs. The attached spreadsheet lists the 20 categorical programs for which districts are funded and also shows the ten categorical programs, shown in the shaded area, from which districts may move funding. If a district did not move any funds from these ten categorical programs, then the district is only required to mark the box on the spreadsheet indicating "No Funds Moved." If, however, a district moved, or is planning to move, any amount of funding, even a nominal amount of funding (e.g., \$1.00), then the district will need to show on the spreadsheet how much was moved and where the funds moved to. Completed forms should be emailed to our office (dbrady@cccco.edu) with the district's name and CBO entered by April 2, 2012.

If you have any questions, please contact Diane Brady at 916-324-2564 or dbrady@cccco.edu.

Excerpt From Section 40 of Senate Bill 70

(3) (A) If a community college district elects to use funding received pursuant to subdivision (b) in the manner authorized pursuant to subdivision (a), the district shall continue to report the expenditures pursuant to this section by using the appropriate codes to indicate the activities for which these funds were expended using the existing standard reporting process as determined by the chancellor.

(B) The chancellor shall collect the information in subparagraph (A) and shall provide that information to the Department of Finance and to the appropriate policy and budget committees of the Legislature on or before April 15, 2010, and annually thereafter by April 15 of each year, through 2016.

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

To:	Board of Trustees	Date: April 2, 2012
Re:	Approval of Change Order #3, Bid #1137 - Masonry at the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Industrial Masonry, Inc. for Bid #1138/masonry for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

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

Change Order #3 increases the contract by \$16,527.29. The revised contract amount is \$1,373,412.16. The surety for Tidwell Concrete, Inc., Great American Insurance will be back charged \$6,106.94 for the sandblasting costs. 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 9.595% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #3, Industrial Masonry, Inc. for Bid #1137, masonry for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$16,527.29	Board Date: April 2, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support 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: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No. 1137	P.O. # 10-P0014611
	D.S.A. No. 04-109232	
Contractor: Industrial Masonry Inc	Change Order No. 3	
Architect: The Austin Company	Date: March 13, 2012	

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		\$1,255,800.00
Previous Change Orders	\$101,084.87	
This Change Order	\$16,527.29	
Total Change Orders		\$117,612.16
Revised Contract Amount		\$1,373,412.16
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		February 17, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		April 2, 2012

_____ 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: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No. 1137	P.O. # 10-P0014611
	D.S.A. No. 04-109232	
Contractor: Industrial Masonry Inc	Change Order No. 3	
Architect: The Austin Company	Date: March 13, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Cut out masonry face shells on the inside of wall at 2nd floor per request for information 228</p> <p><u>REASON:</u> Allow installation of structural steel embeds</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$10,420.35
2.0	<p><u>DESCRIPTION:</u> Complete sandblasting of concrete footings to the building and allow installation of masonry block</p> <p><u>REASON:</u> Due to the result of Tidwell defaulting on their contract with the district (Backcharge to Great American Insurance)</p> <p><u>REQUESTOR:</u> District:</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$6,106.94
Sub-Total		\$0.00	\$16,527.29
Total			\$16,527.29

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 2, 2012
Re:	Approval of Change Order #4, Bid #1138 - Structural Steel at the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Blazing Industrial Steel, Inc. for Bid #1138/structural steel for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

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

Change Order #4 increases the contract by \$5,541.30. The revised contract amount is \$1,042,856.28. 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 5.659% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #4, Blazing Industrial Steel, Inc. for Bid #1138, structural steel for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$5,541.30	Board Date: April 2, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support 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.	1138	P.O. #10-P0014486
	D.S.A. No.	04-109232	
Contractor: Blazing Industrial Steel Inc	Change Order No.	4	
Architect: The Austin Company	Date:	March 13, 2012	

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		\$987,000.00
Previous Change Orders	\$50,341.98	
This Change Order	\$5,514.30	
Total Change Orders		\$55,856.28
Revised Contract Amount		\$1,042,856.28
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		April 20, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		April 2, 2012

_____ 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. 1138	P.O. #10-P0014486
Contractor: Blazing Industrial Steel Inc		D.S.A. No.	04-109232
Architect: The Austin Company		Change Order No. 4	Date: March 13, 2012
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Provide an additional W8 x 10 structural beam at the lower roof per field change directive #54</p> <p>REASON: Support the installation of the heating air conditioning unit on the low roof of the gym</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$5,514.30
Sub-Total		\$0.00	\$5,514.30
Total			\$5,514.30

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: April 2, 2012
Re:	Approval of Change Order #2, Bid #1143 – Glass and Glazing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Glazcon Industries for Bid #1143, glass and glazing 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 #2.

Change Order #2 increases the contract by \$12,740.79. The revised contract amount is \$469,862.85. Industrial Masonry, Inc. will be back charged \$6,370.39 and Guy Yocom Construction, Inc. will be back charged \$6,370.40 for the ill-fitting masonry door and concrete floor. 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 7.356% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1143 for Glazcon Industries, glass and glazing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$12,740.79	Board Date: April 2, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1143	P.O. # 10-P0014581
		D.S.A. No. 04-109232	
Contractor: Glazcon Industries/Henry's Glass & Mirror	Change Order No. 2		
Architect: The Austin Company	Date: March 14, 2012		

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		\$437,550.00
Previous Change Orders	\$19,572.06	
This Change Order	\$12,740.79	
Total Change Orders		\$32,312.85
Revised Contract Amount		\$469,862.85
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		May 25, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		April 2, 2012

_____ 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. 1143	P.O. # 10-P0014581
Contractor: Glazcon Industries/Henry's Glass & Mirror		D.S.A. No. 04-109232	
Architect: The Austin Company		Change Order No. 2	
		Date: March 14, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Order 2 new additional storefront frames and doors located at the lobby area</p> <p><u>REASON:</u> Frames did not fit flush with the masonry block and concrete floor. (Backcharge to IMI and GYC)</p> <p><u>REQUESTOR:</u> College/District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$12,740.79
Sub-Total		\$0.00	\$12,740.79
Total			\$12,740.79

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: April 2, 2012
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. Basic Skills Initiative (SCC) – <i>Augmentation</i> First Principal Apportionment (P1) allocation from the California Community College Chancellor’s Office to be used for program and curriculum development, professional development, articulation, assessment, counseling, tutoring, coordination, research and purchase of instructional materials directly related to the enhancement of basic skills educational programs. (11/12)	2/28/2012	\$1,469
2. Disabled Students Programs & Services (DSPS) (SCC) Annual allocation from the California Community Colleges Chancellor’s Office to provide services for disabled students. (11/12)	1/17/2012	\$364,382
3. Enrollment Growth for Nursing ADN Programs, Year 2 (SAC) - <i>Augmentation</i> Second year of a two-year grant award from the California Community College Chancellor’s Office to increase Santa Ana College’s Nursing Program’s enrollment capacity, retention and program completion rates, and the number of students who pass the state licensing exam. (11/12)	1/20/2012	\$192,784

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: \$558,635	Board Date: April 2, 2012
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 #2074, 2075, 2076, 2077, 2078, 2079, 2080
NAME: BASIC SKILLS INITIATIVE 11/12 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/12

CONTRACT PERIOD: 07/01/11 - 06/30/14

CONTRACT INCOME: \$183,289

P1 Augmentation: \$1,469

SCC BSI Total: \$184,758

PRJ. ADMIN. Aracely Mora

PRJ. DIR. Mary McMullin

Revised Date: 02/29/2012

GL ACCOUNT				New Budget		Revised Budget		Budget Changes (+/-)		
Fd	Prj	Tops	Dept	Code	Debit	Credit	Debit	Credit	Debit	Credit
12	2074	00000	20000	8629		107,187		108,656		1,469
12	2074	499900	25051	5999	107,187		108,656		1,469	
					107,187	107,187	108,656	108,656	1,469	1,469
12	2075	00000	20000	8629		6,102		6,102		0
12	2075	150100	25315	1483			2,400		2,400	0
12	2075	150100	25315	3115	198		198		0	0
12	2075	150100	25315	3325			35		35	0
12	2075	150100	25315	3435	24		24		0	0
12	2075	150100	25315	3515	39		39		0	0
12	2075	150100	25315	3615	58		58		0	0
12	2075	493084	25310	1483	1,800		1,800		0	0
12	2075	493084	25310	3115	149		149		0	0
12	2075	493084	25310	3325	26		26		0	0
12	2075	493084	25310	3435	18		18		0	0
12	2075	493084	25310	3515	29		29		0	0
12	2075	493084	25310	3615	43		43		0	0
12	2075	493087	25310	2320	480		480		0	0
12	2075	493087	25310	2420	0		0		0	0
12	2075	493087	25310	3215	52		52		0	0
12	2075	493087	25310	3315	30		30		0	0
12	2075	493087	25310	3325	7		7		0	0
12	2075	493087	25310	3435	5		5		0	0
12	2075	493087	25310	3515	8		8		0	0
12	2075	493087	25310	3615	12		12		0	0
12	2075	499900	25051	5999	0		0		0	0
12	2075	602000	28200	1483	600		600		0	0
12	2075	602000	28200	3115	50		50		0	0

Revised Budget (P1 Augmentation)
 Prepared by: Maria Gil

1 of 2

Board Approved: April 2, 2012
 Accountant: Laurie Sandoval

SPECIAL PROJECT DETAILED BUDGET #2074, 2075, 2076, 2077, 2078, 2079, 2080
NAME: BASIC SKILLS INITIATIVE 11/12 - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/12

CONTRACT PERIOD: 07/01/11 - 06/30/14

CONTRACT INCOME: \$183,289

P1 Augmentation: \$1,469

SCC BSI Total: \$184,758

PRJ. ADMIN. Aracely Mora

PRJ. DIR. Mary McMullin

Revised Date: 02/29/2012

GL ACCOUNT		New Budget		Revised Budget		Budget Changes (+/-)					
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2075	602000	282000	3325	Medicare - Non-Instructional : Orange Educ Ct	9		9		0	
12	2075	602000	282000	3435	H & W - Retiree Fund Non-Inst : Orange Educ C	6		6		0	
12	2075	602000	282000	3515	SUI - Non-Instructional : Orange Educ Ctr-Ins	10		10		0	
12	2075	602000	282000	3615	WCI - Non-Instructional : Orange Educ Ctr-Ins	14		14		0	
					2075 Total	6,102	6,102	6,102	6,102	0	0
12	2076	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyo		20,000		20,000		
12	2076	499900	25051	5999	Special Project Holding Acct : Academic Affai	8,859		8,859		0	
12	2076	631000	29325	1430	Part-Time Counselors : Counseling	4,622		4,622		0	
12	2076	631000	29325	1434	Int/Sum Beyond Contr-Counselor : Counseling	5,091		5,091		0	
12	2076	631000	29325	3115	STRS - Non-Instructional : Counseling	801		801		0	
12	2076	631000	29325	3325	Medicare - Non-Instructional : Counseling	141		141		0	
12	2076	631000	29325	3435	H & W - Retiree Fund Non-Inst : Counseling	97		97		0	
12	2076	631000	29325	3515	SUI - Non-Instructional : Counseling	156		156		0	
12	2076	631000	29325	3615	WCI - Non-Instructional : Counseling	233		233		0	
					2076 Total	20,000	20,000	20,000	20,000	0	0
12	2077	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyo		45,000		45,000		
12	2077	499900	25051	5999	Special Project Holding Acct : Academic Affai	45,000		45,000		0	
					2077 Total	45,000	45,000	45,000	45,000	0	0
12	2079	000000	20000	8629	Other Gen Categorical Apport : Santiago Canyo		5,000		5,000		
12	2079	499900	25051	5999	Special Project Holding Acct : Academic Affai	5,000		5,000		0	
					2079 Total	5,000	5,000	5,000	5,000	0	0
					Total - Basic Skills Initiative 11/12	183,289	183,289	184,758	184,758	1,469	1,469

Revised Budget (P1 Augmentation)
 Prepared by: Maria Gil

Board Approved: April 2, 2012
 Accountant: Laurie Sandoval

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SCC

FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/11 - 06/30/12
 CONTRACT INCOME: \$364,382

PROJ. ADM. J. Hernandez
 PROJ. DIR. L. Carr-Rollitt

Date: 02/29/12

GL Account		Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2230-000000-20000-8623	DSPS : Santiago Canyon Coll		334,425		364,382		29,957
12-2230-493031-29400-1110	Contract Instructors : DSPS - Lucy Carr-Rollitt (25%) - Laura Wirtz (25%)	38,575		43,312		4,737	
12-2230-493031-29400-1314	Int/Sum-Beyond Contract : D	20,647		-			20,647
12-2230-493031-29400-2410	Inst Assistant - Ongoing : - Trudy Long (3B-6B = \$4,843.80) - est. \$1433/m x 4 months Spring 12)	10,005		10,575		570	
12-2230-493031-29400-2420	Inst Assistant - Hourly - Palak Patel - \$1,310	-		1,310		1,310	
12-2230-493031-29400-3111	STRS - Instructional : DSPS	4,932		3,623			1,309
12-2230-493031-29400-3211	PERS - Instructional : DSPS	1,071		1,090		19	
12-2230-493031-29400-3311	OASDHI - Instructional : DS	620		620			-
12-2230-493031-29400-3321	Medicare - Instructional :	979		790			189
12-2230-493031-29400-3331	PARS - Instructional	-		17		17	
12-2230-493031-29400-3411	H & W - Instructional : DSP	9,001		10,866		1,865	
12-2230-493031-29400-3431	H & W - Retiree Fund Inst :	698		545			153
12-2230-493031-29400-3511	SUI - Instructional : DSPS	503		877		374	
12-2230-493031-29400-3611	WCI - Instructional : DSPS	1,679		1,308			371
12-2230-493031-29400-3911	Other Benefits - Instructio	563		625		62	
12-2230-493031-29400-1483	Beyond Contr - Reassigned T - Lucy (Fall 2011 - \$6,160.32; est. for Sp. 12 - \$6,160.32)	12,321		12,321		-	-
12-2230-493031-29400-1484	Int/Sum Beyond Contr-Reassig - Mary, Laura & Lucy (Jul. 2011 - \$12,717) - estimated for Spring 2012 - \$12,717	4,521		25,434		20,913	
12-2230-493031-29400-3115	STRS - Non-Instructional :	1,389		3,115		1,726	

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SCC

FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/11 - 06/30/12
 CONTRACT INCOME: \$364,382

PROJ. ADM. J. Hernandez
 PROJ. DIR. L. Carr-Rollitt

Date: 02/29/12

GL Account	Existing Budget		Revising Budget		Changes (+/-)	
	Debit	Credit	Debit	Credit	Debit	Credit
12-2230-493031-29400-3325	244		547		303	
12-2230-493031-29400-3435	168		377		209	
12-2230-493031-29400-3515	139		608		469	
12-2230-493031-29400-3615	404		906		502	
12-2230-493031-29400-4210	387		399		12	
12-2230-493031-29400-4310	1,000		3,000		2,000	
12-2230-493031-29400-5100	15,000		-		15,000	
12-2230-493031-29400-5300	400		400		-	
12-2230-493031-29400-5940	250		500		250	
12-2230-493031-29400-5950	953		4,000		3,047	
12-2230-493031-29400-6414	1,125		1,000		125	
12-2230-642000-29400-1250	4,355		-		4,355	
Classified Employees : DSPS						
- Scott James (100%)	121,322		120,643		679	
- Vivien Vu (100%)						
Classified Employees - Hourly	14,277		-		14,277	
PERS - Non-Instructional :	13,464		13,177		287	
OASDHI - Non-Instructional	7,905		6,903		1,002	
Medicare - Non-Instructiona	2,130		1,614		516	
PARS - Non-Instructional :	-		-		-	
H & W - Non-Instructional :	22,759		33,955		11,196	
H & W - Retiree Fund Non-In	1,563		1,233		330	
SUI - Non-Instructional : D	1,203		1,985		782	
WCI - Non-Instructional : D	3,362		2,960		402	
Other Benefits - Non-Instru	2,742		2,700		42	
Non-Instructional Supplies	791		791		-	

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SCC

FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/11 - 06/30/12
 CONTRACT INCOME: \$364,382

PROJ. ADM. J. Hernandez
 PROJ. DIR. L. Carr-Rollitt

Date: 02/29/12

GL Account	Existing Budget		Revising Budget		Changes (+/-)	
	Debit	Credit	Debit	Credit	Debit	Credit
12-2230-642000-29400-5100	10,000		-			10,000
12-2230-642000-29400-5220	144		-			144
12-2230-642000-29400-5630	584		584		-	-
12-2230-675000-29400-5210	250		250		-	-
Totals for DEPARTMENT:	334,425		314,960			
12-2230-642000-29401-1250	-		4,451		4,451	
- Monica Collins (5%)						
12-2230-642000-29401-2130	-		17,735		17,735	
- Ruth Rodriguez (20%)						
12-2230-642000-29401-2320	-		11,056		11,056	
- Interpreters						
12-2230-642000-29401-3215	-		2,786		2,786	
- PERS - Non-Instructional :						
12-2230-642000-29401-3315	-		1,602		1,602	
- OASDHI - Non-Instructional						
12-2230-642000-29401-3325	-		487		487	
- Medicare - Non-Instructional						
12-2230-642000-29401-3335	-		101		101	
- PARS - Non-Instructional :						
12-2230-642000-29401-3415	-		4,189		4,189	
- H & W - Non-Instructional :						
12-2230-642000-29401-3435	-		336		336	
- H & W - Retiree Fund Non-In						
12-2230-642000-29401-3515	-		541		541	
- SUI - Non-Instructional : D						
12-2230-642000-29401-3615	-		806		806	
- WCI - Non-Instructional : D						
12-2230-642000-29401-3915	-		332		332	
- Other Benefits - Non-Instru						
12-2230-642000-29401-5100	-		5,000		5,000	
- Contracted Services : D&HH						
Totals for DEPARTMENT:			49,422			
Totals for PROJECT: 2230	334,425	334,425	364,382	364,382	99,785	99,785
DSPS - SCC						

SPECIAL PROJECT DETAILED BUDGET #2230

NAME: DSPS - SCC

FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/11 - 06/30/12

CONTRACT INCOME: \$364,382

PROJ. ADM. J. Hernandez

PROJ. DIR. L. Carr-Rollitt

Date: 02/29/12

GL Account		Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-0000-000004-20000-1110	Contract Instructors : SCC Match	-	218,338		220,636		2,298
11-0000-000004-20000-3411	H&W - Instructionals : SCC match	-	89,858		90,365		507
11-0000-000004-20000-2130	Classified Emp : SCC Match	-	57,680		58,288		608
11-0000-000004-20000-3415	H&W - Non-Instructionals : SCC match	-	25,592		25,737		145
11-2230-493031-29400-1110	Contract Instructors : DSPS - Lucy Carr-Rollitt (75%) - Laura Wirtz (75%) - Mary Mettler (100%)	218,338		220,636		2,298	
11-2230-493031-29400-3111	STRS - Instructional : DSPS	18,271		18,460		189	
11-2230-493031-29400-3321	Medicare - Instructional :	3,114		3,231		117	
11-2230-493031-29400-3411	H & W - Instructional : DSP	54,251		54,339		88	
11-2230-493031-29400-3431	H & W - Retiree Fund Inst :	2,215		2,238		23	
11-2230-493031-29400-3511	SUI - Instructional : DSPS	3,567		3,602		35	
11-2230-493031-29400-3611	WCI - Instructional : DSPS	5,315		5,370		55	
11-2230-493031-29400-3911	Other Benefits - Instructio	3,125		3,125		-	
11-2230-642000-29400-2130	Classified Employees : DSPS - Michael Rinaldi (100%)	57,680		58,288		608	
11-2230-642000-29400-3215	PERS - Non-Instructional :	6,301		6,367		66	
11-2230-642000-29400-3315	OASDHI - Non-Instructional	3,657		3,697		40	
11-2230-642000-29400-3325	Medicare - Non-Instructiona	855		865		10	
11-2230-642000-29400-3415	H & W - Non-Instructional :	10,471		10,471		-	
11-2230-642000-29400-3435	H & W - Retiree Fund Non-In	590		596		6	
11-2230-642000-29400-3515	SUI - Non-Instructional : D	951		960		9	
11-2230-642000-29400-3615	WCI - Non-Instructional : D	1,417		1,431		14	
11-2230-642000-29400-3915	Other Benefits - Non-Instru	1,350		1,350		-	
Totals for PROJECT: 2230	DSPS - SCC Match	391,468	391,468	395,026	395,026	3,558	3,558

6.1 (7)

 President's approval: Juan Vazquez
 Prepared by: H. Nguyen

SPECIAL PROJECT DETAILED BUDGET #2284
NAME: Enrollment Growth for Nursing ADN Programs - Year 2 of 2
FISCAL YEAR: 2011/2012

Contract Term: 7/1/2011 - 6/30/2013
 Contract Income: 101,087
 Augmentation: 192,784
2011/12 Budget 293,871
 Contract No. 10-1116-033

Project Admin.: Becky Miller
 Project Dir.: n/a

Revised Date: 03/05/2012

Fd	GL Account String			Description	Existing Budget		Revised Budget		Budget Changes (+/-)			
	Prj	Tops	Dept		Code	Debit	Credit	Debit	Credit	Debit	Credit	
12	2284	000000	10000	8659	Other Reimb Categorical Allow : Santa Ana Col					97,199	282,568	185,369
12	2284	000000	50000	8659	Other Reimb Categorical Allow : District Oper					3,888	11,303	7,415
12	2284	123010	16640	1310	Part-Time Instructors : Nursing					33,805	54,607	20,802
					Brian Massey @ \$43.97/hr (FA11,FA12)							
					Robin Ketchum @ \$46.17/hr (FA11,FA12)							
					Mini Thomas @ \$48.48/hr (SP12)							
					Azita Naraghi @ \$48.48/hr (PS12)							
					Alexa Root @ 50.90/hr (SP12)							
					Stacy Simmerman (Bush) @ \$57.03/hr (SP12)							
12	2284	123010	16640	1313	Beyond Contract-Instructors : Nursing					1,401	43,724	42,323
					Genice Gilreath @ \$59.88/hr (SP12 OL)							
					Jubal Hampton @ \$59.88/hr (SP12 OL)							
					Rachel Sosta @ \$57.03/hr (SP12 OL)							
					Becky Haglund @ \$50.90/hr (40hrs SP12)							
					Maria Duralde @ \$46.17/hr (40hrs SP12)							
					Gina Giroux @ \$59.88/hr SP12 OL							
					Rosemarie Hirsch @ \$ 59.88/hr SP12 & SP13 OL							
12	2284	123010	16640	1483	Beyond Contr - Reassigned Time : Nursing					500	4,311	3,811
					Mary Steckler (SP12 OL @ \$29.94/hr)							
12	2284	123010	16640	2130	Classified Employees : Nursing					0	57,333	57,333
					Dawn Williams, eff. 7B, Int. Clerk, Grd 5 Stp 4							
12	2284	123010	16640	2310	Classified Employees - Ongoing : Nursing (eff. 7B)					0	7,351	7,351
					Amanda MacLean, Gen. Office Clk, Grd 3 Stp 1							
12	2284	123010	16640	2320	Classified Employees - Hourly : Nursing					3,765	0	3,765

Revised Budget (Amendment 2)
 Prepared by: Maria Gil

SPECIAL PROJECT DETAILED BUDGET #2284
NAME: Enrollment Growth for Nursing ADN Programs - Year 2 of 2
FISCAL YEAR: 2011/2012

Contract Term: 7/1/2011 - 6/30/2013
 Contract Income: 101,087
 Augmentation: 192,784
2011/12 Budget 293,871
 Contract No. 10-1116-033

Project Admin.: Becky Miller
 Project Dir.: n/a

Revised Date: 03/05/2012

Fd	Prj	GL Account String		Description	Existing Budget		Revised Budget		Budget Changes (+/-)		
		Tops	Dept		Code	Debit	Credit	Debit	Credit	Debit	Credit
12	2284	123010	16640	2420	Inst Assistant - Hourly : Nursing (4B activity posted)	0		1,214		1,214	
12	2284	123010	16640	2440	Instructional Associates : Nursing (CTAs @ \$35/hr.)	11,800		28,000		16,200	
12	2284	123010	16640	3111	STRS - Instructional : Nursing	3,899		7,230		3,331	
12	2284	123010	16640	3115	STRS - Non-Instructional : Nursing	0		356		356	
12	2284	123010	16640	3215	PERS - Non-Instructional : Nursing	1,164		7,066		5,902	
12	2284	123010	16640	3315	OASDHI - Non-Instructional : Nursing	743		4,136		3,393	
12	2284	123010	16640	3321	Medicare - Instructional : Nursing	991		1,844		853	
12	2284	123010	16640	3325	Medicare - Non-Instructional : Nursing	0		1,030		1,030	
12	2284	123010	16640	3331	PARS - Instructional : Nursing	417		541		124	
12	2284	123010	16640	3415	H & W - Non-Instructional : Nursing	0		171		171	
12	2284	123010	16640	3431	H & W - Retiree Fund Inst : Nursing	683		1,275		592	
12	2284	123010	16640	3435	H & W - Retiree Fund Non-Inst : Nursing	0		710		710	
12	2284	123010	16640	3511	SUI - Instructional : Nursing	205		2,053		1,848	
12	2284	123010	16640	3515	SUI - Non-Instructional : Nursing	0		1,143		1,143	
12	2284	123010	16640	3611	WCI - Instructional : Nursing	1,503		3,061		1,558	
12	2284	123010	16640	3615	WCI - Non-Instructional : Nursing	0		1,705		1,705	
12	2284	123010	16640	3915	Other Benefits - Non-Instructional : Nursing	0		2,025		2,025	
12	2284	123010	16640	4610	Non-Instructional Supplies : Nursing	11,196		11,196		0	
12	2284	123010	16640	5630	Maint Contract - Office Equip : Nursing	607		607		0	
12	2284	123010	16640	5845	Excess/Copies Usage : Nursing	1,420		1,420		0	
12	2284	123010	16640	6410	Equipment - All Other > \$1,000 : Nursing	1,300		1,300		0	
12	2284	123010	16640	6415	Equipment - Technology > \$1,000 : Nursing	5,000		5,000		0	
12	2284	123010	16640	6419	Equip/Software - > \$200 < \$1,000 : Nursing	600		1,242		642	

Revised Budget (Amendment 2)
 Prepared by: Maria Gil

SPECIAL PROJECT DETAILED BUDGET #2284
NAME: Enrollment Growth for Nursing ADN Programs - Year 2 of 2
FISCAL YEAR: 2011/2012

Contract Term: 7/1/2011 - 6/30/2013
 Contract Income: 101,087
 Augmentation: 192,784
2011/12 Budget 293,871
 Contract No. 10-1116-033

Project Admin.: Becky Miller
 Project Dir.: n/a

Revised Date: 03/05/2012

GL Account String		Existing Budget		Revised Budget		Budget Changes (+/-)					
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	2284	631000	15310	1430	Part-Time Counselors : Counseling (SP12)	7,067		7,067		0	
12	2284	631000	15310	3115	STRS - Non-Instructional : Counseling	583		583		0	
12	2284	631000	15310	3325	Medicare - Non-Instructional : Counseling	102		102		0	
12	2284	631000	15310	3435	H & W - Retiree Fund Non-Inst : Counseling	71		71		0	
12	2284	631000	15310	3515	SUJ - Non-Instructional : Counseling	22		114		92	
12	2284	631000	15310	3615	WCI - Non-Instructional : Counseling	155		170		15	
12	2284	672000	50000	5865	Indirect Costs : District Operations @ 4%	3,888		11,303		7,415	
12	2284	675000	16640	5210	Conference Expenses : Nursing	1,000		1,610		610	
12	2284	732000	16640	7610	Books Paid for Students : Nursing	3,000		4,000		1,000	
12	2284	732000	16640	7620	Fees Paid for Students : Nursing	4,200		17,200		13,000	
					Total 2284 - Econ Dev-Enroll Growth Nurs Y2	101,087	101,087	293,871	293,871	196,549	196,549

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: April 2, 2012
Re: Approval of Sub-Agreement between RSCCD and East Los Angeles College	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Youth Entrepreneurship Program (YEP) by the California Community Colleges Chancellor's Office, Economic and Workforce Development Division, to provide programs that encourage youth ages 14 – 27 to consider entrepreneurship as a viable career path and to engage in entrepreneurship training and development.

ANALYSIS

The sub-agreement between RSCCD and East Los Angeles College is to expand YEP services into Los Angeles County. RSCCD's YEP is aligned with its Business Entrepreneurship Center (BEC), which serves Los Angeles and Orange Counties and the Inland Empire. YEP expansion through partnerships with local colleges and economic development organizations in multiple counties enables the project director to address both YEP and BEC program objectives.

Contract # DO-12-003 East Los Angeles College \$15,000

Project Director is Maricela Sandoval. Project Administrator is Leila Mozaffari.

RECOMMENDATION

It is recommended that the board approve the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreement on behalf of the district.

Fiscal Impact: \$15,000	Board Date: April 2, 2012
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	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*East Los Angeles College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the East Los Angeles College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded “Youth Entrepreneurship Program” grants, #10-172-045 and #10-172-051 (hereinafter “**Grants**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**

SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibit A, attached hereto and by reference made a part of this Agreement.

2. **Period of Performance**

The period of performance for this Agreement shall be from March 1, 2012 through June 30, 2012.

3. **Total Cost**

The total cost to RSCCD for performance of this Agreement shall not exceed \$15,000.

4. **Payment**

The total cost of the project will be paid to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of a detailed invoice with appropriate back-up documentation, as required by **RSCCD**. Payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes described in the Statement of Work, Exhibit A. Submit invoice(s) referencing the Agreement contract number (refer to footer) to the following address:

Rancho Santiago Community College District
ATTN: Accounting Department
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is required to submit a Final Report to the Project Director via email by or on July 15, 2012. Refer to Exhibit B for a description of the final report content, attached hereto and by reference made a part of this Agreement.

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

7. Independent Contractor

SUBCONTRACTOR agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

8. Subcontract Assignment

None of the duties of, or work to be performed by, **SUBCONTRACTOR** under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of **RSCCD**. No subcontract or assignment shall terminate or alter the legal obligation of **SUBCONTRACTOR** pursuant to this Agreement.

SUBCONTRACTOR shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with state **SUBCONTRACTOR** guidelines.

SUBCONTRACTOR shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by **SUBCONTRACTOR**. By entering into this Agreement **SUBCONTRACTOR** agrees that it is the direct provider of intended services. Upon request, **SUBCONTRACTOR** shall submit to **RSCCD** copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

9. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

10. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.

11. Mutual Indemnification

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

12. Termination

Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

13. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Maricela Sandoval - YEP
Rancho Santiago Community College District
2323 North Broadway, Ste. 201
Santa Ana, CA 92706-1640
sandoval_maricela@rsccd.edu
(714) 564-5533

SUBCONTRACTOR: East Los Angeles College
Harvey Hihara
1301 Avenida Cesar Chavez S-7303
Monterey Park, CA 91754
HIHARAHK@elac.edu
(323) 415-5064

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 03/2011 and II, Rev. 04/2008), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: EAST LOS ANGELES
COLLEGE

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: April 2, 2012
Re: Approval of Sub-Agreements between RSCCD and Cuesta College, Napa Valley College and Southwestern Community College District	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Entrepreneurship Career Pathways Project grant, No. 11-172-055, by the California Community Colleges Chancellor's Office, Economic and Workforce Development Program, to disseminate funds to designated community college districts in order for them to implement the "Faculty Entrepreneurship Project". The primary intent of this grant is the development of new entrepreneurship curricula courses, and/or certificate of degree programs in Entrepreneurship and/or Small Business Management and to enhance and improve entrepreneurship courses and programs that combine with Career Technical Education pathways.

ANALYSIS

Cuesta College, Napa Valley College, and Southwestern Community College District were selected to implement a Faculty Entrepreneurship Project at each of their institutions.

Cuesta College (DO-12-004)	\$50,000	4/1/12 – 1/31/13
Napa Valley College (DO-12-005)	\$50,000	4/1/12 – 1/31/13
Southwestern Community College District (DO-12-006)	\$50,000	4/1/12 – 1/31/13

Project Administrator is Enrique Perez. Project Director is Michael Roessler.

RECOMMENDATION

It is recommended that the board approve the sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreements on behalf of the district.

Fiscal Impact: \$150,000	Board Date: April 2, 2012
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	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Cuesta College**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Cuesta College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Entrepreneurship Career Pathways Project” grant, (hereinafter “**Grant**”), Grant #11-172-055, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development, to disseminate funds to community colleges for them to continue to implement the “Youth Entrepreneurship Program (YEP)” (hereinafter “**Program**”), to replace misconceptions of vocational education and blue-collar jobs with increased awareness of and aspirations to self-employment as a legitimate lifetime career path providing reliable living wages.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**
Provide Young Entrepreneurship Project (YEP) services within **SUBCONTRACTOR**’s service territory. The purpose of the YEP is to bring business ownership concepts to youth ages 14-27 while increasing awareness of and aspirations to self-employment as a legitimate career path. (Exhibit – A)
2. **Period of Performance**
The period of performance for this Agreement shall be from *April 1, 2012*, through **January 31, 2013**.
3. **Total Cost**
The total cost to RSCCD for performance of this Agreement shall not exceed \$50,000. (Exhibit – B)
4. **Reporting**
SUBCONTRACTOR is responsible for completion of on-going weekly entry of YEP activities into the CTE Central site including student and program success stories. (Exhibit – C)
5. **Expenditure of Grant Funds**
SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds. (Exhibit – D)

6. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

7. Audit

SUBCONTRACTOR agrees that RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Rancho Santiago Community College District
Enrique Perez
Assistant Vice Chancellor of Educational Services
2323 N. Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-6410
perez_enrique@rsccd.edu

Cuesta College (Subcontractor)
Israel Dominguez
P.O. Box 8106
San Luis Obispo, CA 93403-8106
Israel.dominguez@cuesta.edu

ARTICLE II

1. Legal Terms and Conditions

Both RSCCD and SUBCONTRACTOR, will implement the project according to the Grant Agreement Legal Terms and Conditions, Article I, Rev. 03/11 and Article II, Rev. 04/08. (Exhibit - E)

2. Termination

Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Sub-Agreement
Cuesta College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Napa Valley College**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Napa Valley College (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Entrepreneurship Career Pathways Project” grant, (hereinafter “**Grant**”), Grant #11-172-055, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development, to disseminate funds to community colleges for them to continue to implement the “Youth Entrepreneurship Program (YEP)” (hereinafter “**Program**”), to replace misconceptions of vocational education and blue-collar jobs with increased awareness of and aspirations to self-employment as a legitimate lifetime career path providing reliable living wages.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work
Provide Young Entrepreneurship Project (YEP) services within **SUBCONTRACTOR**’s service territory. The purpose of the YEP is to bring business ownership concepts to youth ages 14-27 while increasing awareness of and aspirations to self-employment as a legitimate career path. (Exhibit – A)
2. Period of Performance
The period of performance for this Agreement shall be from *April 1, 2012*, through **January 31, 2013**.
3. Total Cost
The total cost to RSCCD for performance of this Agreement shall not exceed \$50,000. (Exhibit – B)
4. Reporting
SUBCONTRACTOR is responsible for completion of on-going weekly entry of YEP activities into the CTE Central site including student and program success stories. (Exhibit – C)
5. Expenditure of Grant Funds
SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds. (Exhibit – D)

6. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

7. Audit

SUBCONTRACTOR agrees that RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Rancho Santiago Community College District
Enrique Perez
Assistant Vice Chancellor of Educational Services
2323 N. Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-6410
perez_enrique@rsccd.edu

Napa Valley College (Subcontractor)
Beth Pratt
1556 First Street, Suite 103
Napa, CA 94559
epratt@napavalley.edu

ARTICLE II

1. Legal Terms and Conditions

Both RSCCD and SUBCONTRACTOR, will implement the project according to the Grant Agreement Legal Terms and Conditions, Article I, Rev. 03/11 and Article II, Rev. 04/08. (Exhibit - E)

2. Termination

Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Sub-Agreement
Napa Valley College

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
Southwestern Community College District**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the Southwestern Community College District (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, RSCCD was awarded a “Entrepreneurship Career Pathways Project” grant, (hereinafter “**Grant**”), Grant #11-172-055, from the California Community Colleges Chancellor’s Office, Economic and Workforce Development, to disseminate funds to community colleges for them to continue to implement the “Youth Entrepreneurship Program (YEP)” (hereinafter “**Program**”), to replace misconceptions of vocational education and blue-collar jobs with increased awareness of and aspirations to self-employment as a legitimate lifetime career path providing reliable living wages.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of the Grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**
Provide Young Entrepreneurship Project (YEP) services within **SUBCONTRACTOR**’s service territory. The purpose of the YEP is to bring business ownership concepts to youth ages 14-27 while increasing awareness of and aspirations to self-employment as a legitimate career path. (Exhibit – A)
2. **Period of Performance**
The period of performance for this Agreement shall be from **April 1, 2012**, through **January 31, 2013**.
3. **Total Cost**
The total cost to RSCCD for performance of this Agreement shall not exceed \$50,000. (Exhibit – B)
4. **Reporting**
SUBCONTRACTOR is responsible for completion of on-going weekly entry of YEP activities into the CTE Central site including student and program success stories. (Exhibit – C)
5. **Expenditure of Grant Funds**
SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds. (Exhibit – D)

6. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

7. Audit

SUBCONTRACTOR agrees that RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SUBCONTRACTOR agrees to include a similar right of RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

8. Mutual Indemnification

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

9. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Rancho Santiago Community College District
Enrique Perez
Assistant Vice Chancellor of Educational Services
2323 N. Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 480-6410
perez_enrique@rscdd.edu

Southwestern Community College District (Subcontractor)
Victor Castillo, Director CITD
880 National City Blvd.
National City, CA 91950
vcastillo@swccd.edu

ARTICLE II

1. Legal Terms and Conditions

Both RSCCD and SUBCONTRACTOR, will implement the project according to the Grant Agreement Legal Terms and Conditions, Article I, Rev. 03/11 and Article II, Rev. 04/08. (Exhibit - E)

2. Termination

Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of **RSCCD** under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of **SUBCONTRACTOR** expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the **RSCCD** Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, **RSCCD** shall provide **SUBCONTRACTOR** with written notification of such determination.

This Agreement represents the entire understanding between RSCCD and SUBCONTRACTOR with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

Sub-Agreement
Southwestern Community College District

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: April 2, 2012
Re: Approval of Sub-Agreement between RSCCD and Central Orange County Career Technical Education Partnership	
Action: Request for Approval	

BACKGROUND

Rancho Rancho Santiago Community College District was awarded a fourth Workforce Innovation Partnerships (WIP) grant by the California Community Colleges Chancellor's Office, Career Technical Education Initiative (SB 70/1133) that supports Economic and Workforce Development priority areas to prepare the future workforce of California with the skills needed for emerging high-skill and high-opportunity industry sectors. RSCCD will serve as the fiscal agent and will designate Central Orange County CTE Partnership (CTEp) (formerly Central County ROP) as a sub-recipient to implement the project.

The project's focus is the continuation and expansion of the Design, Rapid Prototyping, Engineering, Arts and Manufacturing (DREAM) pathways through the Applied Competitive Technologies Initiative. The Central Orange County CTEp, Santa Ana College and the Santa Ana, Orange and Garden Grove Unified School Districts are collaborating with local manufacturers to create CTE pathways that will encourage high school students to enroll in a DREAM educational pathway.

ANALYSIS

Sub-agreement number DO-12-007 outlines the terms of the project.

Amount of grant funds: \$203,173 (\$128,705 consists of direct costs, \$69,320 consists of capital outlay/equipment and high school direct services, and \$5,148 consists of indirect costs of 4%)

Term of the grant: January 1, 2012 through February 28, 2014

Matching: Central Orange County CTEp will provide the entire amount of in-kind match required for this grant at \$314,776.

RECOMMENDATION

It is recommended that the board approve the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreement on behalf of the district.

Fiscal Impact: \$203,173	Board Date: April 2, 2012
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS**

This Agreement (hereinafter “Agreement”) is entered into between Rancho Santiago Community College District (hereinafter “RSCCD”) and the Orange County Superintendent of Schools on behalf of Central Orange County Career Technical Education Partnership (hereinafter “CTEp”).

WHEREAS, RSCCD was awarded a “Career Technical Education – Workforce Innovation Partnerships” grant, (hereinafter “Grant”), Grant #11-292-870, from the California Community Colleges Chancellor’s Office, Career-Technical Education Pathways Initiative Program, to implement the “DREAM (Design, Rapid Prototyping, Engineering, Art and Manufacturing) Project” (hereinafter “Project”) to introduce students to STEM careers in the Manufacturing and Product Development Sector, and to develop a sequenced pathway leading to GIS Certification for 7th-12th graders.

WHEREAS, CTEp has agreed to participate in the purpose of this Grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the RSCCD and CTEp do covenant and agree as follows:

ARTICLE I

1. Statement of Work

CTEp will implement the Project as described in the Grant proposal Exhibit A, attached hereto and by reference made a part of this Agreement.

2. Period of Performance

The period of performance for this Agreement shall be from January 1, 2012, through February 28, 2014.

3. Total Cost

The total cost to RSCCD for the performance of this Agreement shall not exceed \$203,173, of which \$128,705 consists of direct costs, \$69,320 consists of capital outlay/equipment and high school direct services, and \$5,148 consists of indirect costs of 4%, to be paid in accordance with the terms set forth in Article I. CTEp agrees to provide in-kind matching funds in the amount of \$314,776 and to submit documentation of that match to RSCCD.

4. Payment

Quarterly payments of the project cost will be paid to CTEp upon receipt of a detailed invoice requesting payment with appropriate back-up documentation, as required by RSCCD. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes described in the Statement of Work, Exhibit A.

Submit invoice(s) referencing the sub-agreement contract number, grant title and number, and purchase order number to the following address:

Rancho Santiago Community College District
ATTN: Accounting Department
2323 N. Broadway
Santa Ana, CA 92706

5. Reporting

CTEp is responsible for completion and submission of the Quarterly Year-To-Date Expenditure Reports, Quarterly Progress Reports, according to the following schedule: April 30, July 31, October 31, and January 31. The Final Expenditure and Narrative Summary Reports are due March 30, 2014.

6. Independent Contractor

CTEp agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

7. Amendments to Project Activities or the Budget

An amendment of this Agreement is required when CTEp wants to make changes that would affect the outcomes of the Project, the total dollar amount of the Grant, and/or that would add or delete budget categories. The request must be submitted to RSCCD prior to making the desired alteration in the performance or expenditures of the Project. Requests for amendments should be received no later than 75 days before the end of the performance period.

8. Record Keeping

CTEp agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

9. Audit

CTEp agrees that RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CTEp agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CTEp agrees to include a similar right of RSCCD, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement.

10. Mutual Indemnification

Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and

expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.

11. Subcontract Assignment

None of the duties of, or work to be performed by, CTEp under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written approval by RSCCD (Article II.11). No subcontract or assignment shall terminate or alter the legal obligation of CTEp pursuant to this Agreement. The approval process for any subcontract assignments not included in the original application is as follows: submit a copy of the subcontract to RSCCD for review and RSCCD will contact the Project Monitor for approval. CTEp will be notified in writing regarding approval, and after notice is received shall act accordingly. Any subcontract item(s) included in the original application narrative are considered to be pre-approved by the Project Monitor. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor.

CTEp shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with State Career Technical Education guidelines. CTEp shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by CTEp. By entering into this Agreement, CTEp agrees that it is the direct provider of intended services. Upon request, CTEp shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

12. Product Dissemination

Any products or deliverables developed as a result of the Grant must be made available to the Project Monitor upon request and posted to a website location to be determined by the Chancellor's Office. All products of and references to the project shall include the phrase, "funded in part by the Rancho Santiago Community College District through a Career Technical Education Workforce Innovation Partnerships grant from the California Community Colleges Chancellor's Office."

13. Surveys

If this Grant involves a survey of community college faculty, staff, students, or administrators, CTEp shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the CTEp from the Chancellor's Office or another source.

14. Termination

Either party may terminate this Agreement, with or without cause upon sixty (60) days written notice served upon the other party. Notice shall be deemed served on the date of

mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of contract responsibilities, records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of State funds, as applicable, for the reimbursement of CTEp expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect. In the event that such funding is terminated or reduced, RSCCD shall provide CTEp with written notification of such determination.

15. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Rancho Santiago Community College District
Gustavo Chamorro
2323 N. Broadway, Ste. 350
Santa Ana, CA 92706-1640
(714) 241-5810
chamorro_gustavo@rsccd.edu

Central Orange County CTE Partnership
Diana Schneider
2323 N. Broadway, Ste. 301
Santa Ana, CA 92706
(714) 966-35321

ARTICLE II

1. Legal Terms and Conditions

Both parties, RSCCD and CTEp, will implement the project in accordance to all conditions defined in the Grant Application (Exhibit A), Grant Agreement Facesheet (Exhibit B), RFA Specifications (Exhibit C), and the Grant Agreement Legal Terms and Conditions (Exhibit D - Articles I, Rev. 01/2012 and Article II, Rev. 04/2008), as set forth and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding of RSCCD and CTEp with respect to the subject matter. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

ORANGE COUNTY SUPERINTENDENT
OF SCHOOLS

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: April 2, 2012
Re: Approval of Sub-Agreement between RSCCD and California State University, Fresno	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District was awarded the Industry Driven Regional Collaborative Grant from the California Community Colleges Chancellor's Office to organize a statewide Faculty Entrepreneurship Conference to promote development of entrepreneurship programs at community colleges throughout the state. This project contributes to RSCCD's Youth Entrepreneurship Program and Faculty Entrepreneurship Program objectives to increase the number of entrepreneurship programs in California community colleges.

ANALYSIS

The Faculty Entrepreneurship Statewide Conference will be held in Fresno in fall 2012, in close proximity to California State University, Fresno and their Lyles Center for Innovation and Entrepreneurship. CSU-Fresno will implement and manage the local event details of the conference, will handle registration, will manage reimbursement of attendance costs for all community college faculty at the conference, and their Lyle Center will leverage its partnerships to provide speakers and presenters for the conference. The sub-agreement between RSCCD and California State University-Fresno has been developed to allocate Industry Driven Regional Collaborative and Faculty Entrepreneurship Program grant funds for CSU-Fresno to conduct the activities described above.

CSU-Fresno (DO-12-008) \$156,545 4/3/12 – 10/31/12

Project Administrator is Enrique Perez. Project Director is Michael Roessler.

RECOMMENDATION

It is recommended that the board approve the sub-agreement and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreement on behalf of the district.

Fiscal Impact: \$156,545	Board Date: April 2, 2012
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	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CSU Fresno**

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and California State University, Fresno and their Lyles Center for Innovation and Entrepreneurship (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded a “Industry Driven Regional Collaborative” Grant #11-326-197 and “Youth Entrepreneurship Faculty Program” Grant #10-172-055 (hereinafter “**Grants**”) from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Program, to organize a statewide Faculty Entrepreneurship Conference and to promote development of entrepreneurship programs at community colleges throughout the state. “Faculty Entrepreneurship Conference” (hereinafter “**Conference**”), will create awareness among community college faculty and administrators of the benefits entrepreneurship programs can provide to their students and communities.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. **Statement of Work**
The Faculty Entrepreneurship Conference will be held in Fresno, in close proximity to Subcontractor. The subcontractor will be an important partner in this inaugural event as they will leverage their relationship with other Entrepreneurship based foundations. Grant funds will be used to cover attendee travel and hotel expense to foster the broadest level of participation to ensure that those who want to attend are not prevented by budget constraints.
2. **Period of Performance**
The period of performance for this Agreement shall be from April 3, 2012 through October 31, 2012.
3. **Total Cost**
The total cost to RSCCD for performance of this Agreement shall not exceed \$156,545.
4. **Payment**
50% of the award amount will be provided to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of the fully executed Agreement and invoice for this disbursement. The remainder of the award will be paid no later than August 31, 2012 (two weeks prior to Conference). Invoices referencing the Agreement contract number (refer to footer in this agreement) should be submitted to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting
SUBCONTRACTOR is responsible for completion and submission of a Final Summary Report on or before October 31, 2012. Reports should be submitted to the Project Director (see (Article 1.10 Notices section of this Agreement).
6. Expenditure of Grant Funds
SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or disallowment of Grant funds.
7. Record Keeping
SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.
8. Audit
SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.
9. Mutual Indemnification
Both parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence of the non-indemnifying party or any of its agents or employees.
10. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

Mike Roessler, Project Director
Rancho Santiago Community College District
2323 North Broadway, Ste. 330
Santa Ana, CA 92706-1640
(714) 480-7466, roessler_michael@rsccd.edu

CSU Fresno, Lyles Center for Innovation and Entrepreneurship (Subcontractor)
Genelle Taylor
5010 N. Woodrow Ave, M/S WC142
Fresno, CA 93474
mcomstock@hancockcollege.edu

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 03/11 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of all workplan activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

This Agreement represents the entire understanding between **RSCCD** and **SUBCONTRACTOR** with respect to the Grant. No change, modification, extension, termination or waiver of this Agreement, or any of the provisions herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the parties hereto.

<p>RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p> <p>By: _____</p> <p>Name: <u>Peter J. Hardash</u> Vice Chancellor</p> <p>Title: <u>Business Operations/Fiscal Services</u></p> <p>Date: _____</p>	<p>Subcontractor <i>CSU Fresno, Lyles Center for Innovation and Entrepreneurship</i></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: April 2, 2012
Re:	Adoption of Resolution No. 12-13 – California Community Colleges Chancellor's Office Board of Governors (F11-0071)	
Action:	Request for Approval	

BACKGROUND

The Rancho Santiago Community College District's Center for International Trade Development (CITD) received grant funds from the California Community Colleges Chancellor's Office for the purpose of implementing the California State Trade and Export Promotion Project (STEP) for the period of September 30, 2011 through September 29, 2012, in accordance with the funding terms and conditions as set forth and incorporated into contract agreement F11-0071.

ANALYSIS

As part of the acceptance process, the California Community Colleges Chancellor's Office requires that the Board of Trustees approve an authorized representative of the district to sign the grant contract and any related contractual document.

RECOMMENDATION

It is recommended that the board adopts this resolution with the California Community Colleges Chancellor's Office that authorizes the Chancellor or his designee to sign and enter into a related contractual agreement on behalf of the district.

Fiscal Impact: none	Board Date: April 2, 2012
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 to certify the approval of the Board of Trustees to enter into a contract agreement with the California Community Colleges Chancellor's Office, Board of Governors, for the purpose of providing grant funds to implement the California State Trade and Export Promotion Project (STEP), **and to authorize designated personnel to sign related contract documents for fiscal year 2011/2012.**

RESOLUTION NO. 12-13

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into contract agreement number **F11-0071** with the California Community Colleges Chancellor's Office, Board of Governors, and authorizes the person(s) listed below to sign the contract agreement and related documents for the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez, Ph.D.</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 2nd day of April, 2012, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Arianna P. Barrios, 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)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: April 2, 2012
Re:	Adoption of Resolution No. 12-14 – California Department of Rehabilitation (27353)	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District – Santa Ana College receives funding from the California Department of Rehabilitation (DOR) through State Vocational Rehabilitation Services Federal Program for the purpose of providing employment services for individuals with various disabilities for the period July 1, 2011 through June 30, 2012, in accordance with the funding terms and conditions.

ANALYSIS

As part of the acceptance process, the California Department of Rehabilitation requires that the Board of Trustees designate and approve an authorized representative of the district to sign the grant contract and amendments to this program.

RECOMMENDATION

It is recommended that the Board adopt the resolution agreement with the California Department of Rehabilitation that authorizes the Vice Chancellor or his designee to sign the contract documents for the 2011/2012 fiscal year.

Fiscal Impact: none	Board Date: April 2, 2012
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

BOARD RESOLUTION

DR 324 (Rev 9/2011)

FULL Name of Corporation or Public Agency

Rancho Santiago Community College District/Santa Ana College

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

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

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of said Agreement and all amendments. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.


CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

2323 North Broadway, Santa Ana, CA 92706-1640

Date of Board Meeting	Signature of Recording Secretary	Date Signed
April 2, 2012		

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

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 12-15

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on March 12, 2012, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee John Hanna was not present at the board meeting; and

Whereas, the board has determined that Trustee Hanna’s absence was due to family matters;

NOW, THEREFORE, BE IT RESOLVED that Trustee Hanna shall be paid at the regular rate of compensation for the board meeting on March 12, 2012.

Dated this 2nd day of April 2012.

Ayes:
Noes:
Absent:
Abstain:

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

