

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, July 27, 2009
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Public Comment

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

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

1.4 Approval of Minutes - Regular meeting of June 22, 2009
- Special meeting of July 13, 2009

Action

1.5 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.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Report from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
- 2.5 Reports from Academic Senate Presidents
- 2.6 Informational Presentation on IPP/FPP/Five Year Construction Plan
 - HMC Architects
- 2.7 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 Section 54957[b][1])
 - a. Chancellor
 - b. Educational Administrators
 - c. Classified Administrators
 - d. Temporary Full-time Faculty
 - e. Management Appointments
 - (1) Assistant Vice Chancellor
 - (2) Associate Dean
 - (3) Director
- 2. Public Employee Discipline/Dismissal/Release (pursuant to Section 54957[b][1])
- 3. Conference with Labor Negotiator (pursuant to Section 54957.6)
 - Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
 - Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
Continuing Education Faculty Association
Child Development Centers Teachers Association

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

Action

- Approval of Appointments
- Approval of Interim to Permanent Positions
- Approval of Employment Agreements
- Approval of Extensions of Interim Assignments
- Approval of Salary Placements
- Ratification of Resignations/Retirements
- Approval of Contract Extension Days for 2009-2010
- Approval of Stipends
- Approval of Temporary Non-tenure Track Employees
- Approval of Changes of Assignments
- Approval of Voluntary Workload Reduction Requests
- Approval of Adjustments to Part-time/Hourly CEFA Rates
- Approval of Part-time/Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record

3.2 Classified Personnel

Action

- Approval of Voluntary Furloughs
- Approval of Out of Class Assignments
- Approval of Return to Regular Assignments
- Approval of Changes in Salary Placement
- Approval of Leaves of Absence
- Approval of Ratification of Resignations/Retirements
- Approval of Temporary Assignments
- Approval of Corrections in Temporary Assignments
- Approval of Additional Hours for Ongoing Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters/Stipends
- Approval of Volunteers
- Approval of Student Assistants

- 3.3 Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services Action
The administration recommends authorization be given to the chancellor to renew this agreement for the 2009-2010 fiscal year.

- 3.4 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of OTA Agreement Amendment: InterHealth Corp., Presbyterian Intercommunity Hospital Action
The administration recommends approval of this agreement amendment with InterHealth Corp., Presbyterian Intercommunity Hospital in Whittier, California.
- *4.2 Approval of Renewal of OTA Agreement – Coastal Communities Hospital Action
The administration recommends approval of this agreement with Coastal Communities Hospital in Santa Ana, California.
- *4.3 Approval of Memorandum of Understanding with First Presbyterian Church Action
The administration recommends approval of this memorandum of understanding with First Presbyterian Church in Santa Ana, California.
- *4.4 Approval of Memorandum of Understanding with El Sol Academy Action
The administration recommends approval of this memorandum of understanding with El Sol Academy in Santa Ana, California.
- *4.5 Approval of Memorandum of Understanding with Santa Ana Public Library Action
The administration recommends approval of this memorandum of understanding with Santa Ana Public Library in Santa Ana, California.
- *4.6 Approval of Memorandum of Understanding with First United Methodist Church Action
The administration recommends approval of this memorandum of understanding with First United Methodist Church in Santa Ana, California.

*Item is included on the Consent Calendar, Item 1.5.

- *4.7 Approval of Memorandum of Understanding with Salvation Army Action
The administration recommends approval of this memorandum of understanding with Salvation Army in Santa Ana, California.
- *4.8 Approval of New OTA Agreement – Murrieta Valley Unified School District Action
The administration recommends approval of this agreement with Murrieta Valley Unified School District in Murrieta, California
- *4.9 Approval of New OTA Agreement – Santa Ana Unified School District Action
The administration recommends approval of this agreement with Santa Ana Unified School District in Santa Ana, California.
- *4.10 Approval of New OTA Agreement – County of San Bernardino - Arrowhead Regional Medical Center Action
The administration recommends approval of this agreement with County of San Bernardino – Arrowhead Regional Medical Center in Colton, California.
- *4.11 Approval of New Human Development Agreement – Garden Grove Unified School District Action
The administration recommends approval of this agreement with Garden Grove Unified School District in Garden Grove, California.
- *4.12 Approval of New OTA Agreement – Santa Barbara Cottage Hospital Action
The administration recommends approval of this agreement with Santa Barbara Cottage Hospital in Santa Barbara, California.
- *4.13 Approval of Renewal of Pharmacy Technology Agreement – HealthSouth Corporation Action
The administration recommends approval of this agreement with HealthSouth Corporation in Birmingham, Alabama.
- *4.14 Approval of New OTA Agreement – Children’s Therapy Network Action
The administration recommends approval of this agreement with Children’s Therapy Network in Ventura, California.
- *4.15 Approval of New Pharmacy Technology Agreement – First Street Medical Plaza Pharmacy Action
The administration recommends approval of this agreement with First Street Medical Plaza Pharmacy in Santa Ana, California

*Item is included on the Consent Calendar, Item 1.5.

- *4.16 Approval of Santa Ana College Community Services Program Fall 2009 Action
The administration recommends approval of the attached proposed Community Services Program for Fall 2009.
- *4.17 Approval of Santiago Canyon College Community Services Program Fall 2009 Action
The administration recommends approval of the attached proposed Community Services Program for Fall 2009.
- *4.18 Approval of Operating Engineers Training Trust Master Cost Agreement Action
The administration recommends approval of this agreement with the Operating Engineers Training Trust for 2009-2010 as presented.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- 5.2 Acceptance of the Bond Oversight Committee Annual Report of Activities Action
The administration recommends acceptance of the Bond Oversight Committee's Annual Report for 2008 as presented.
- 5.3 Approval of Five Year Construction Plan (2011-2015) Action
The administration recommends approval of the Five Year Construction Plan (2011-2015) as presented.
- 5.4 Approval to Submit Final Project Proposal (FPP) for Russell Hall Renovation at Santa Ana College and the Student Services Center at Santiago Canyon College Action
The administration recommends approval of submittal of the Final Project Proposal (FPP) for Russell Hall Renovations at Santa Ana College and the Student Services Center at Santiago Canyon College as presented.
- 5.5 Approval of Additional Construction Management Services for the M & O Building and Parking Lot at Santiago Canyon College Action
The administration recommends approval of additional construction management services for Seville Construction Services in the amount of \$222,356 as presented.

*Item is included on the Consent Calendar, Item 1.5.

- 5.6 Approval of Additional Construction Management Services: Science Building at Santiago Canyon College Action
The administration recommends approval of additional construction management services for Seville Construction Services in the amount of \$132,133 at the hourly rate schedule as presented.
- 5.7 Approval of Additional DSA Inspection Services: M & O Building at Santiago Canyon College Action
The administration recommends approval of the extension of services for Universal Laboratories to provide DSA mandated inspection services at SCC as presented.
- 5.8 Approval for Additional Testing Services for the Science Building at Santiago Canyon College Action
The administration recommends approval of the agreement to increase compensation to Twining Laboratories as presented.
- 5.9 Ratification of Change Order #1: Bid #1090 – Fire Alarm Replacement Project at Santa Ana College Action
The administration recommends ratification of Change Order #1: Bid #1090 - SAC fire alarm replacement project.
- 5.10 Ratification of Change Order #3: Bid #1078 – M & O Building and Parking Lot at Santiago Canyon College Action
The administration recommends ratification of Change Order #3: Bid #1078 – SCC M & O building and parking lot.
- 5.11 Approval of Change Order #20: Bid #1051 – Classroom Building at Santa Ana College Action
The administration recommends approval of Change Order #20, EMAE International, Inc. for Bid #1051, construction of SAC's classroom and M & O buildings as presented.
- 5.12 Approval of Change Order #21: Bid #1051 – M & O Building at Santa Ana College Action
The administration recommends approval of Change Order #21, EMAE International, Inc. for Bid #1051, construction of SAC's classroom and M & O buildings as presented.
- 5.13 Approval of Notice of Completion: Bid #1115 – Data Closets Remediation Project Action
The administration recommends approval of the Notice of Completion for Data Closets – Remediation Project as presented.

- 5.14 Approval of Payment – Castlerock Environmental, Inc. Action
The administration recommends approval of payment of \$89,990 to Castlerock Environmental, Inc. for special and professional services related to the installation of the Santa Ana College fire alarm.
- 5.15 Award of Bids: Bid #1121 – Structural Steel, Bid #1122 – Glass and Glazing, Bid #1123 – Ceramic Tile, and Bid #1124 – HVAC for the Child Development Center at Santa Ana College Action
The administration recommends awarding the four (4) multiple prime bids to the lowest cost responsible bidders as listed below for the SAC Child Development Center:
Bid #1121 — Structural Steel — \$685,088
Bid #1122 — Glass, Glazing — \$410,585
Bid #1123 — Ceramic Tile — \$ 67,745
Bid #1124 — HVAC — \$563,000
Total cost for the four (4) bids is \$1,726,418.00
- 5.16 Award of Bid #1127: 12-inch Fire Water Line at Santa Ana College Action
The administration recommends awarding Bid #1127 for the 12-inch fire water line at Santa Ana College to Dominguez General Engineering as presented.
- 5.17 Award of Bid #1129: Child Development Center Electrical at Santa Ana College Action
The administration recommends awarding Bid #1129 for the Child Development Center at Santa Ana College to EMAE International, Inc. as presented.
- 5.18 Approval of Construction Management Services for 12-inch Fire Water Line at Santa Ana College Action
The administration recommends approval of an agreement for construction management services for the 12-inch fire water line at Santa Ana College with Bernards Construction Management Services as presented.
- 5.19 Award of Bid #1126: Fire Alarm Replacement Project, Phase II at Santa Ana College Action
The administration recommends awarding Bid #1126 for the fire alarm replacement project, phase II, at Santa Ana College to Minako America (dba Minco) as presented.
- *5.20 Approval of Outsource Technical Services Action
The administration recommends approval of hiring Outsource Technical Services programmers for the 2009-2010 fiscal year as presented.

*Item is included on the Consent Calendar, Item 1.5.

- *5.21 Approval of Bid #1118: Coach, Mini-Coach, and School Bus Transportation Services Action
The administration recommends acceptance of the bids and approval of awarding the bids to Gold Coast Tours and Lux America for Bid #1118: coach, mini-coach, and school bus transportation services as presented.
- *5.22 Independent Contractor Action
The administration recommends approval of the employment of Facility Planning & Program Services Inc. to perform investigative/research services of various projects that are in DSA for processing, and to assist in tracking and closing existing projects that need to be closed through DSA and secure certifications.
- *5.23 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period June 7, 2009, through July 11, 2009.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization of the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- Allied Health Program Expansion – Pharmacy Technology Program (SAC) \$400,000
 - California Mathematics Diagnostic Testing Project (MDTP) (SAC) \$ 25,036
 - Enrollment Growth for Nursing ADN Programs – Year 2 (SAC) \$186,800
 - Taller San Jose – Medical Careers Academy (SAC) \$ 4,000
 - WIA Center for Nursing (SAC) \$425,717
- *6.2 Adoption of Resolution No. 09-19 – California Department of Education (CCTR-9191) Action
The administration recommends approval of the resolution agreement with the California Department of Education and authorization be given to the chancellor or his designees to sign the contract documents for the 2009-2010 fiscal year.

*Item is included on the Consent Calendar, Item 1.5.

- *6.3 Adoption of Resolution No. 09-20 – California Department of Education (CSPP-9368) Action
The administration recommends approval of the resolution agreement with the California Department of Education and authorization be given to the chancellor or his designees to sign the contract documents for the 2009-2010 fiscal year.
- 6.4 Adoption of Board Policy 5201.5 (New) Student Athlete Code of Conduct Action
The Board Policy Committee recommends adoption of Board Policy 5201.5.
- 6.5 Board Policy 9031 (New) Board Member Compensation Information
It is recommended that the board accept Board Policy 9031 for a first reading and refer the draft policy to the Board Policy Committee for further review.
- 6.6 Adoption of Goal #9 for Board of Trustees’ Annual Goals Action
It is recommended the board adopt Goal #9 “*Maximize college and community use of athletic fields when fiscally neutral.*”
- 6.7 Receive and Review the RSCCD Board of Trustees Evaluation Survey Results Action
It is recommended that the board receive and review the board’s evaluation survey results.
- 6.8 Board Member Comments Information

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on August 24, 2009.

*Item is included on the Consent Calendar, Item 1.5.

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

Board of Trustees (Regular meeting)

Monday, June 22, 2009

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

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

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. John Zarske, President-Elect, SAC Academic Senate.

1.3 Public Comment

Ms. Linda Dussault, Mr. Ray Hubbard, Ms. Emily Paine, and Ms. Denise Phillips spoke regarding Item 3.9 - Adoption of Resolution No. 09-17 regarding Reduction in Force of Classified Staff.

Ms. Sara Lindsey and Mr. Rhys Williams spoke regarding the glass-blowing program at Santa Ana College.

Mr. Randall Au, Ms. Sara Bourland, Mr. David Dobos, Ms. Yolanda Orozco, and Mr. Stephen Smith spoke regarding the learning skills program at Centennial Education Center.

1.4 Approval of Minutes

It was moved by Mr. Conley, seconded by Mr. Labrado, and carried unanimously to approve the minutes of the regular meeting held May 26, 2009.

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the minutes of the special meeting held June 8, 2009.

1.5 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar, with the exception of Item 5.21 (Approval of 2009-2010 Contract Listing) removed from the Consent Calendar by Mr. Yarbrough; the exception of Item 5.25 (Approval of Donation of Surplus Inventory) removed from the Consent Calendar by Ms. Woolery; and Item 5.23 (Approval of CMAS Contract with Allsteel, Inc. for Modular Systems Furniture), Item 5.24 (Approval of Surplus Property Inventory); and Item 5.26 (Purchase Orders) removed from the Consent Calendar by Mr. McLoughlin:

- 4.1 Amendment for Clinical Affiliation Agreement for the Nursing Program with Anaheim Memorial Medical Center to Anaheim Regional Medical Center LP
The board approved this amendment for clinical affiliation agreement with Anaheim Memorial Medical Center to Anaheim Regional Medical Center LP.
- 4.2 Affiliation Agreement with QuickCAPTION
The board approved the affiliation agreement with QuickCAPTION for real time computer-aided captioning services for the 2009-2010 academic year.
- 4.3 Affiliation Agreement with CRC Sign Language Interpreting Services
The board approved the affiliation agreement with CRC Interpreting Services, Inc. for sign language interpreter services for the 2009-2010 fiscal year.
- 4.4 New OTA Agreement – MaXum Therapy
The board approved this contract with MaXum Therapy in Placentia, California.
- 4.5 New OTA Agreement – Blind Children Learning Center
The board approved this contract with Blind Children Learning Center in Santa Ana, California.
- 4.6 Criminal Justice Academies Agreement: County of Orange
The board approved this amendment to the Agreement with the County of Orange in Orange, California.
- 4.7 Vocational and Instructional Education Agreement: SER, Jobs for Progress, Inc.
The board approved the vocational and instructional education agreements with SER, Jobs for Progress, Inc. for program year 2009-2010.
- 4.8 Renewal of Pharmacy Technology Agreement – Kaiser Foundation Hospitals
The board approved this contract with Kaiser Foundation Hospitals in Downey, California.

1.5 Approval of Consent Calendar – (cont.)

4.9 California/Nevada Training Trust Master Cost Agreement

The board approved the contract with the California/Nevada Training Trust for 2009-2010 as presented.

4.10 Electrical Training Trust Master Cost Agreement

The board approved the contract with Electrical Training Trust for 2009-2010 as presented.

4.11 Metropolitan Water District of Southern California Master Cost Agreement

The board approved the contract with the Metropolitan Water District of Southern California for 2009-2010 as presented.

4.12 Southern California Surveyors Master Cost Agreement

The board approved the contract with the Southern California Surveyors for 2009-2010 as presented.

4.13 Southwest Carpenters Training Fund and Southern California JATC Master Cost Agreement

The board approved the contract with the Southwest Carpenters Training Fund/Southern California for 2009-2010 as presented.

5.1 Payment of Bills

The board approved payment of bills as submitted.

5.2 Budget Transfers and Budget Increases/Decreases

The board approved budget transfers, increases, and decreases during the month of May 2009.

5.22 Bid #1119 – Santa Ana College Health Science/Nursing Department Supplies & Equipment

The board accepted bids and approved awarding Bid #1119 – Santa Ana College Health Science/Nursing Department Supplies & Equipment to Armstrong Medical, Laerdal Medical, Pocket Nurse, and Moore Medical as presented.

6.1 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:

- CalWORKS/TANF – *Augmentation* (District) \$ 73,000
- Faculty Collaboration for Course Transformation (FACCTS) \$ 4,000
in Developmental Mathematics (SAC)
- AmeriCorps – Learning Highways Tutoring Program (SCC) \$ 211,151

- 6.1 Resource Development Items – (cont.)
- Career and Technical Education (CTE) Title I-C (District/SAC/SCC) \$1,455,290
 - Career and Technical Education (CTE) – Tech Prep Consortium (SAC & SCC) \$ 135,500
 - Center of Excellence (District) \$ 205,000
 - Center for International Trade Development (District) \$ 205,000
 - Math, Engineering and Science Achievement (MESA) Program (SAC) \$ 79,055
 - Pharmacy Technology Mini-Grant (SAC) \$ 8,000
 - Small Business Development Center (District) \$ 150,000
 - Title III – Strengthening Institutions Program – Year 5 (SCC) \$ 364,802
 - Workplace Learning Resource Center (District) \$ 205,000

6.2 Resolution No. 09-14 – California Volunteers - AmeriCorps Grant
The board adopted the resolution and authorized the chancellor and identified designee(s) to sign the grant contract and associated amendments.

6.3 Resolution #09-15 Authorizing Payment to Trustee Absent from Board Meetings
The board authorized payment to Brian Conley for his absence on June 8, 2009, due to a family emergency.

1.6 Public Hearing – 2009-2010 Tentative Budget

There were no public comments.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

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

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to suspend the rules and hear Item 2.6 - Informational Presentation on the Budget at this time.

2.6 Informational Presentation on the Budget

Mr. Hardash provided an update on the budget.

2.2 Report from College Presidents

The following college presidents provided reports to the board:

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

2.3 Report from Student Trustee

Ms. Gloria Holguin provided a report to the board.

2.4 Reports from Student President

Mr. Alejandro Flores, Student President, Santa Ana College, provided a report to the board on behalf of the Associated Student Government (ASG) organizations for Santiago Canyon College (in Ms. Tina Lam's absence) and Santa Ana College.

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

RECESS TO CLOSED SESSION

The board convened into closed session at 6:59 p.m. to consider the following items:

1. Public Employment (pursuant to Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Educational and Classified Administrators
2. Conference with Labor Negotiator (pursuant to Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
Continuing Education Faculty Association
Child Development Centers Teachers Association
3. Public Employee Discipline/Dismissal/Release (pursuant to Section 54957[b][1])
4. Conference with Legal Counsel: Existing Litigation (pursuant to Section 54956.9[a])
FEI Enterprises, Inc. v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2009-00123206

RECONVENE

The board reconvened at 8:55 p.m.

Closed Session Report

Mr. Conley reported the board discussed the aforementioned items, reached a settlement with Snowden Electric (relating to Item 4 discussed during closed session), and voted unanimously to not extend the employment contracts of the SAC Associate Dean of Exercise Science and SAC Associate Dean of Information and Learning Resources.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Interim Cabinet and Management Salary Schedules
- Approve Interim Full-time and Part-time Faculty Salary Schedules
- Approve Interim Assignments
- Ratify Resignations/Retirements
- Rescind Changes of Assignments
- Approve Stipends
- Approve Adjustments to Stipends
- Rescind Stipends
- Approve Salary Adjustments
- Approve Leaves of Absences

3.2 Classified Personnel

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

- Approve Interim Classified Salary Schedules
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Voluntary Furloughs
- Approve Leaves of Absence
- Approve Returns from Leave of Absence
- Ratify Resignations/Retirements
- Approve Changes in Positions
- Approve Temporary Assignments

3.2 Classified Personnel – (cont.)

- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistants

3.3 Approval of Modification to 2009-2010 Non-Credit Instructional Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the revised 2009-2010 non-credit instructional calendar.

3.4 Approval of Employee Calendar 2009-2010

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the 2009-2010 employee calendar.

3.5 Approval of Workers' Compensation Insurance 2009-2010

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to authorize the chancellor or his designee to approve the district's continued participation in the ASCIP workers' compensation program for the 2009-2010 fiscal year.

3.6 Approval of Fringe Benefit Providers for Fiscal Year 2009-2010

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the renewal of Anthem BlueCross, MetLife Basic Life Insurance, Anthem Blue Cross Voluntary Vision, AFLAC, MetLife, and Horizon Health insurance programs at the negotiated rates and authorize the chancellor or his designee to enter into the appropriate agreements with these companies for 2009-2010 fiscal year.

3.7 Renewal of Flexible Benefits Plan 2009-2010

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to authorize the chancellor or his designee to continue the flexible benefits plan with CONEXIS for the 2009-2010 fiscal year.

3.8 Adoption of Resolution No. 09-16 regarding Uncertainty of Employee Salaries

It was moved by Mr. Conley and seconded by Ms. Woolery to adopt Resolution No. 09-16 regarding uncertainty of employee salaries.

It was moved by Mr. Yarbrough, seconded by Mr. Hanna, and carried unanimously to amend Resolution No. 09-16 to include “*Whereas, in response to budget shortfall, the Board of Trustees previously voted to reduce their own salaries.*”

Discussion ensued on the original motion. The motion unanimously carried to adopt Resolution No. 09-16 regarding uncertainty of employee salaries with the aforementioned amendment.

3.9 Adoption of Resolution No. 09-17 regarding Reduction in Force of Classified Staff

It was moved by Mr. Labrado and seconded by Ms. Woolery to adopt Resolution No. 09-17 regarding reduction in force of classified staff.

It was moved by Mr. Yarbrough, seconded by Mr. Hanna, and carried unanimously to amend Resolution No. 09-17 to include “*Whereas, in response to budget shortfall, the Board of Trustees previously voted to reduce their own salaries.*”

Discussion ensued on the original motion. The motion unanimously carried to adopt Resolution No. 09-17 regarding reduction in force of classified staff.

3.10 Authorization for Board Travel/Conferences

It was moved by Mr. Conley and seconded by Mr. Labrado to approve the submitted conference and travel by a board member. Discussion ensued. Mr. Hanna requested the motion be withdrawn because there is no expense to the district. Mr. Conley withdrew the motion; therefore, there was no action taken on Item 3.10.

4.0 INSTRUCTION

All items listed under instruction were approved as part of Item 1.5: Consent Calendar.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, and 5.22 were approved as part of Item 1.5: Consent Calendar.

5.3 Approval of 2009-2010 Tentative Budget

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the 2009-2010 Tentative Budget. Discussion ensued. The motion carried unanimously.

5.4 Approval of Increased Student and Staff Parking Fees

It was moved by Mr. Hanna and seconded by Mr. Conley to approve increased student permit parking fees from \$16 per fall and spring semesters to \$30 per semester; increased daily parking permit fees from \$1 per day to \$2 per day; increased staff parking permit fees to \$50 per fiscal year for all staff; and increased student intersession parking fees from \$8 to \$10.

Discussion ensued. The motion carried with the following vote: Aye – Dr. Chapel, Mr. Conley, Mr. Hanna, Mr. Labrado, and Mr. McLoughlin; Nay – Ms. Woolery and Mr. Yarbrough. Student trustee Holguin’s advisory vote was nay.

5.5 Approval of Increased Student Health Center Fee

It was moved by Mr. Labrado and seconded by Mr. Hanna to approve the statewide approved rate of \$17 per semester for student health services fees as presented. Discussion ensued. The motion carried with the following vote: Aye – Dr. Chapel, Mr. Conley, Mr. Hanna, Mr. Labrado, and Mr. McLoughlin; Nay – Ms. Woolery and Mr. Yarbrough. Student trustee Holguin’s advisory vote was nay.

5.6 Approval of Shared Legal Fees for Orange County Sanitation District Sewer Capital Facilities Fees Legal Challenge

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the shared legal fees for Orange County Department of Education to pursue the legal challenge on behalf of Orange County Community Colleges and K-12 school districts as presented.

5.7 Approval of Temporary Cash Flow Borrowing

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the temporary borrowing of \$8 million to \$15 million from the district’s Retiree Health Benefits Fund as presented. Discussion ensued. The motion carried unanimously.

5.8 Award of Bid #1120 – Santa Ana College Underground Storage Tank Removal

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to award Bid #1120 – SAC Underground Storage Tank Removal to JEM Industries, Inc. in the amount of \$18,888.96.

5.9 Approval of Additional Construction Management Services: Seville Construction Services – Fire Alarm System Replacement at Santa Ana College

It was approved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve additional construction management services for Seville Construction Services at the hourly rate schedule attached to the agenda for the fire alarm system replacement at SAC as presented.

5.10 Approval of Additional Construction Management Services: Seville Construction Services – Eight (8) Scheduled Maintenance Projects at Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve additional construction management services for Seville Construction Services at the hourly rate schedule attached to the agenda for eight (8) scheduled maintenance projects at SAC as presented.

5.11 Approval of Additional DSA Inspection Services: Johnston Inspections - Santa Ana College Classroom Building and Maintenance & Operations Building

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the extension of services for Johnston Inspections to provide DSA-mandated inspection services at SAC as presented.

5.12 Approval for Additional Engineering Services: Fundament & Associates, Inc. – Fire Replacement Project at Santa Ana College

It was moved by Mr. Yarbrough, seconded by Ms. Woolery, and carried unanimously to approve the additional compensation in the amount of \$46,300 to Fundament & Associates, Inc. as presented.

5.13 Approval of Agreement to provide DSA Inspection Services – Restroom Addition, Gym Floor Replacement, Fire Sprinkler Installation, and Child Development Center at Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to authorize the chancellor or his designee to enter into an agreement for Johnston Inspections to provide DSA inspection services for the restroom addition, gym floor replacement, fire sprinkler installation, and the Child Development Center at Santa Ana College as presented.

5.14 Approval of Asbestos Testing, Analysis, and Abatement Monitoring: Time-and-Materials Contract – Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to authorize the Vice Chancellor, Business Operations/Fiscal Services or his designee to enter into an agreement with Executive Environmental Services Corp. for hazardous material abatement monitoring and testing through June 30, 2009, as presented.

5.15 Approval of Change Order #2 – Bid #1115/Data Closets Remediation Project: Comtech Infrastructure Solutions, Inc. – Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve Change Order #2 – Bid #1115/Data Closets Remediation Project as presented.

5.16 Approval of Change Order #18 – Bid #1051/SAC Maintenance & Operations Building: EMAE International, Inc.

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve Change Order #18/SAC Maintenance & Operations Building as presented.

5.17 Approval of Change Order #19 – Bid #1051/SAC Classroom Building: EMAE International, Inc.

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve Change Order #19/SAC Classroom Building as presented.

5.18 Approval of Materials Testing & Inspection Services: Bid #1116/ Gymnasium Restroom Addition, Gym Floor Replacement, and Fire Sprinkler Installation – Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to approve the agreement with Twining Laboratories to perform all specialized inspection and testing services for the SAC gymnasium restroom addition, gym floor replacement, and fire sprinkler installation for Bid #1116 as presented.

5.19 Approval to Hire Johnston Inspections to Perform DSA Inspection Services: Sheriff's Training Academy Obstacle Course Lighting; Diesel/Welding Labs Exhaust System; Campus-wide Cabling for the Fire Alarm Replacement and Fire/Water Line Installation at Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve proposals from Johnston Inspections to provide DSA inspection services for the four (4) projects as presented.

5.20 Approval to Reject all Bids in Bid Package #1111 Electrical for the New Child Development Center at Santa Ana College

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to reject all bids in Bid Package #1111 Electrical Bid Package for the new Child Development Center at Santa Ana College as presented and approve rebidding of the Electrical Bid Package.

5.21 Approval of 2009-2010 Contract Listing

It was moved by Mr. Conley and seconded by Ms. Woolery to approve the 2009-2010 contract listing as presented. Discussion ensued. The motion carried unanimously.

5.23 Approval of CMAS Contract with Allsteel, Inc. for Modular Systems Furniture

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to approve the district's participation in CMAS Contract #4-09-71-0087A awarded to Allsteel, Inc., through December 31, 2013, and any future supplements, modifications, renewals, and extensions as presented. Discussion ensued. The motion carried unanimously.

5.24 Approval of Surplus Property Inventory

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to declare the list of equipment attached to the agenda as surplus property and utilize The Liquidation Company to conduct an auction as presented. Discussion ensued. The motion carried unanimously.

5.25 Approval of Donation of Surplus Inventory

It was moved by Mr. Yarbrough and seconded by Mr. Conley to approve the donations of surplus inventory to Orange Unified School District, Life Adoption Services, Inc., and Goodwill Industries of Orange County as presented. Discussion ensued. The motion carried with a vote of abstention from Ms. Woolery.

5.26 Purchase Orders

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the purchase order listing for the period May 10, 2009, through June 6, 2009.

6.0 GENERAL

Items 6.1, 6.2, and 6.3 were approved as part of Item 1.5: Consent Calendar

6.4 Board Self-Evaluation/Process

It was moved by Mr. Conley and seconded by Mr. Yarbrough to add the following to the 2009 Board of Trustees Evaluation Survey:

Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district. (add to “Board relations with the Chancellor, Presidents, Faculty, and Staff”)

The community and district employees are aware of who the elected trustees are and their role in district governance. (add to “Community relations – advocacy”)

The motion carried unanimously to include the aforementioned statements in the 2009 Board of Trustees Evaluation Survey.

It was moved by Mr. Conley, seconded by Mr. Yarbrough, and unanimously carried to approve the 2009 Board of Trustees Evaluation Survey as amended and Process/Calendar to be used in Board Self-Evaluation that was attached to the agenda and to not make changes to the list of individuals identified to receive a copy of the instrument.

Mr. Hanna commended the accreditation taskforce for its work on the draft of the board self-evaluation survey.

6.5 Board Legislative Committee Report

It was moved by Mr. Hanna and seconded by Ms. Woolery to approve the supporting/opposing/watch list of current legislative bills as reported by Board Legislative Committee Chairperson John Hanna. Discussion ensued. The motion carried unanimously.

6.6 Adoption of Resolution No. 09-18 to Revoke RSCCD Sponsorship of Campaign for College Opportunity

It was moved by Mr. Yarbrough and seconded by Mr. Conley to adopt Resolution No. 09-18 to revoke RSCCD sponsorship of Campaign for College Opportunity. Discussion ensued. The motion carried unanimously.

6.7 Board Member Comments

Board members commented on the sincerity of public comments and the hard work of staff as they endure the budget crisis.

Mr. Hanna reported he attended a recent Community College of California Advisory Committee on Legislation meeting in Sacramento and spoke regarding deferment of the full-time faculty hiring obligation.

7.0 **ADJOURNMENT**

The Board of Trustees scheduled a board meeting on Monday, July 13, 2009, for the purpose of meeting accreditation timelines relating to the ACCJC recommendations.

The next regular meeting of the Board of Trustees will be held on July 27, 2009, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Dr. Chapel declared this meeting adjourned at 10:05 p.m.

Respectfully submitted,

Eddie Hernandez, Jr., Ed.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes Approved: July 27, 2009

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

Board of Trustees (Special meeting)

Monday, July 13, 2009

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

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

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Anita Lucarelli, Executive Assistant to the Board of Trustees.

1.3 Public Comment

There were no public comments.

2.0 GENERAL

2.1 Approval of New and Revised Board Policies

It was moved by Mr. Conley and seconded by Mr. Labrado to approve the following new and revised board policies:

- Recruitment and Selection of Employees – BP4102 (Revise)
- Equal Employment Opportunity – BP4104 (New)
- Committee Structure – BP9009 (Revise)

Discussion ensued. It was moved by Mr. Yarbrough and seconded by Ms. Woolery to amend BP9009 - Committee Structure (Revise) to remove the words “*but not vote*” from the policy. Discussion ensued. The motion carried unanimously.

2.1 Approval of New and Revised Board Policies – (cont.)

Discussion ensued. The motion carried with one nay vote from Dr. Chapel to approve BP9009 as amended.

Discussion ensued. The motion carried with one nay vote from Dr. Chapel to approve BP4012 and BP4104.

2.2 Board Policy 5201.5 (New) Student Athlete Code of Conduct

This policy was presented for first reading as an informational item.

3.0 BOARD OF TRUSTEE'S ANNUAL PLANNING RETREAT

3.1 Adoption of Board's Vision and Goals 2009-2010

The board reviewed and discussed RSCCD's *Plan to Plan* which included twelve measures of success, trends and analysis, and vision and goals.

Dr. Chapel called a recess at 6:31 p.m.

The board reconvened at 6:43 p.m. Ms. Woolery left at this time.

The board took the following action on its vision and goals for 2009-2010:

Goal #1 - It was moved by Mr. Hanna, seconded by Mr. McLoughlin, and carried unanimously to approve Goal #1 – *Promote a learning community environment that is innovative, student-centered, and celebrates student achievement.*

Goal #2 - It was moved by Mr. Hanna and seconded by Mr. Yarbrough to amend Goal #2 to “*Provide, when possible, access and retention for completion programs, including transfer, vocational, and high school diploma programs; and prepare students for success in their academic, career, and personal life endeavors.*” Discussion ensued. The motion carried unanimously.

Goal #3 – It was moved by Mr. Hanna and seconded by Mr. Labrado to amend Goal #3 to “*Implement facilities master plans, and incorporate “green” efforts into facilities development and maximize college facilities as a resource for college activities and other efforts where possible and cost-effective.*” Discussion ensued. The motion failed with the following vote: Aye: Mr. Conley, Mr. Labrado, and Dr. Chapel; Nay: Mr. Yarbrough, Mr. McLoughlin, and Mr. Hanna.

3.1 Adoption of Board's Vision and Goals 2009-2010 - (cont.)

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to amend Goal #3 to: *“Implement facilities master plans, and incorporate “green” efforts into facilities development and other efforts where possible and cost-effective, and maximize facilities for college and community use when fiscally neutral.”* Discussion ensued.

It was moved by Mr. Labrado and seconded by Mr. Hanna to amend Goal #3 to: *“Implement facilities master plans, and incorporate “green” efforts into facilities development and other efforts where possible and cost-effective, and maximize athletic fields for college and community use when fiscally neutral.”* Discussion ensued. The motion failed with the following vote: Aye: Mr. Conley, Mr. Hanna, and Mr. Labrado; Nay – Dr. Chapel, Mr. McLoughlin, and Mr. Yarbrough. Student trustee Holguin's advisory vote was aye.

It was decided that Mr. Labrado had included Mr. Yarbrough's amendment into his amendment; therefore, a vote on Mr. Yarbrough's amendment was not necessary.

Mr. Hanna withdrew his motion on his amendment to Goal #3.

It was moved by Mr. McLoughlin, seconded by Mr. Yarbrough, and carried unanimously to approve Goal #3 in its original format: *“Implement facilities master plans, and incorporate “green” efforts into facilities development and other efforts where possible and cost-effective.”*

Goal #4 – It was moved by Mr. Hanna and seconded by Mr. Yarbrough to amend Goal #4 to *“Promote flexible, cost-effective educational programs and services when possible, including the use of cutting-edge technology and educational program delivery via technology.”* Discussion ensued. The motion carried unanimously.

Goal #5 – It was moved by Mr. Hanna and seconded by Mr. Labrado to amend Goal #5 to *“Pursue alternative public and private funding sources to increase the district's fiscal sustainability and to implement the district's vision and goals, and encourage the foundations to create plans for capital and program campaigns and alumni association development.”* Discussion ensued. The motion carried with one nay vote from Dr. Chapel. Student trustee Holguin's advisory vote was aye.

It was moved by Mr. McLoughlin and seconded by Mr. Labrado to amend Goal #5 to *“Pursue alternative public and private funding sources to increase the district's fiscal sustainability and to implement the district's vision and goals, and encourage the foundations and district to create plans for capital and program campaigns and alumni association development.”* Discussion ensued. The motion carried with one nay vote from Dr. Chapel. Student trustee Holguin's advisory vote was aye.

3.1 Adoption of Board's Vision and Goals 2009-2010 - (cont.)

Goal #6 – It was moved by Mr. Hanna, seconded by Mr. Yarbrough, and carried unanimously to approve Goal #6 – “*Maintain a positive, productive working environment for employees, recognizing and embracing diversity and enhancing staff development opportunities that address innovation and technology.*” Discussion ensued. The motion carried unanimously.

Goal #7 – It was moved by Mr. Hanna and seconded by Mr. Yarbrough to amend Goal #7 to “*When possible, expand partnerships with business, labor, community groups, universities, schools, and other public and private agencies in order to enhance the district's resource development; ensure student access and success; ensure robust economic development programs; and be responsive to workforce development needs and high demand career fields.*” Discussion ensued. The motion carried unanimously.

Goal #8 – It was moved by Mr. Hanna and seconded by Mr. Yarbrough to amend Goal #8 to “*When possible, assess the educational needs of the communities we serve, and enhance awareness of the colleges and community involvement through outreach and advocacy among community constituencies and leaders.*” Discussion ensued. The motion carried unanimously.

It was moved by Mr. Hanna and seconded by Mr. Conley to reconsider Goal #2. Discussion ensued.

Mr. Yarbrough proposed Goal # 2 be amended to “*Provide, when possible, access and retention for completion programs, including transfer, vocational, and high school diploma programs; and prepare students for success in their academic and career endeavors.*” Discussion ensued.

The motion to reconsider Goal #2 failed with the following vote: Aye: Mr. Hanna; Nay – Dr. Chapel, Mr. Conley, Mr. Labrado, Mr. McLoughlin, and Mr. Yarbrough. Student trustee Holguin's advisory vote was nay.

It was moved by Mr. McLoughlin and seconded by Mr. Labrado to incorporate an additional goal as Goal #9 - “*Maximize college and community use of athletic fields when fiscally neutral.*” Discussion ensued.

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to postpone action on Goal #9 until the July 27th board meeting.

3.1 Adoption of Board's Vision and Goals 2009-2010 - (cont.)

It was moved by Mr. Hanna, seconded by Mr. Conley, and carried unanimously to adopt the board's 2009-2010 vision statement 2009-2010 as:

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 learning 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.

4.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on July 27, 2009, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Dr. Chapel declared this meeting adjourned at 8:44 p.m.

Respectfully submitted,

Eddie Hernandez, Jr., Ed.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes Approved: July 27, 2009

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2009 Five Year Construction Plan - Project List

July 27, 2009

No.	Project	College	State	Non-State
1	PHYSICAL EDUCATION-SEISMIC REPL.	SAC	\$ 5,460,000	\$ 10,130
2	SCIENC BUILDING	SCC	\$ 12,612,000	\$ 7,625,000
3	MAINTENANCE & OPERATIONS BUILD	SAC		\$ 5,850,000
4	MAINTENANCE & OPERATIONS BUILD	SCC		\$ 6,000,000
5	CLASSROOM BUILDING	SAC		\$ 8,080,000
6	CHILD DEVELOPMENT CENTER	SAC		\$ 8,000,000
7	CENTENNIAL EDUC. CTR. RENOVATIO	SAC		\$ 2,500,000
8	SCIENCE BUILDING EXPANSION	SCC	\$ 19,424,400	\$ 1,785,500
9	RENOVATION OF ATHLETIC FIELDS	SAC		\$ 3,554,000
10	HUMANITIES BUILDING	SCC		\$ 39,128,950
11	GYMNASIUM & PHYSICAL EDUCATION	SCC	\$ 10,500,000	\$ 10,500,000
12	PARKING STRUCTURE	SAC	\$ 20,841,975	

					(1) IPP	(2) FPP	(3) FUNDING
13	SCIENCE BUILDING	SAC	\$ 23,551,000	\$ 22,952,000	APPROVED	APPROVED 10-11	WAITING FOR \$
14	FINE & PERFORMING ARTS CENTER	SCC	\$ 19,298,000	\$ 19,331,000	APPROVED	APPROVED 10-11	WAITING FOR \$
15	RUSSELL HALL RENOVATION	SAC	\$ 10,700,000	\$ 10,700,000	APPROVED	Submitting 11-12	
16	STUDENT SERVICES CENTER	SCC	\$ 7,700,000	\$ 7,700,000	APPROVED	Submitting 11-12	
17	HAMMOND & TECHNICAL BLDGS REPL	SAC	\$ 7,800,000	\$ 7,800,000	Submitting 12-13		
18	BUILDING A & B COMPLEX RENOVATION	SCC	\$ 7,800,000	\$ 7,800,000	Submitting 12-13		

TOTALS FOR PROJECTS 13 TO 18 \$ 76,849,000 \$ 76,283,000



*Item 2-6
see back of folder
for add'l items*



RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT



2009-2010
Budget Update

Board of Trustees Meeting
July 27, 2009

Item 2.7

We have a State Budget!

Again...

- Senate and Assembly approved 31 budget bills on Friday, July 24 to address the \$24 billion budget shortage – sort of...
- These bills are expected to be signed by the Governor sometime early this week
 - Blue pencil may be working overtime to cover \$1.1 billion shortage from the Assembly
- Legislature and Governor, once again, reporting that this will not take care of current State budget problems

Another State Budget

- At this time, there is no meaningful detail to the State budget
 - Based on draft bill language
 - May take a week to evolve
- There are many unanswered questions
 - 2008/2009 cuts? - \$4 million for RSCCD?
 - Federal stimulus funds to backfill categoricals?
- Chancellor's Office budget workshop on August 18
 - "Blue Book" will be handed out

Community College Funding

- At this time, our understanding of what is included in this budget is essentially the State Budget Conference Committee recommendation – with some unknown modifications
- However, we do know that the state conference committee recommendation would reduce State funding for RSCCD by approximately \$15.1 million
 - This is in addition to the reductions made for the RSCCD Tentative Budget

Power of the Blue Pencil

- Governor is threatening to blue pencil (reduce) K-14 education more due to the Assembly budget
 - Revenue from city/county gas tax and oil reserves leases not approved
 - Considered revenue for purposes of Prop 98
 - Lowers Prop 98 obligation
- Also, rumor is that the prior year reduction of \$85 million may occur by the DOF “sweeping” categorical programs unspent funds from prior years

Proposition 98 Funding

- Legislature and Governor did not have to suspend Prop 98 as they feared
- Prior year (08/09) obligation dropped required funding level due to creative shifts of funding
- Otherwise, 2009/2010 would have created an additional \$3.1 billion funding obligation for Prop 98
 - Would have compelled Legislature and Governor to act to suspend Prop 98

Proposition 98 Funding

- Maintenance Factor
 - Test 1 – no maintenance factor
 - However, special compromise bill to approve a maintenance factor anyway
 - \$11 billion owed to K-14 maybe starting in 2012-2013 or when “economy improves”
- Our understanding of this deal is that Community Colleges will only receive 8% of these funds, not the 11% share CC’s are entitled to under Prop 98
 - Career Tech and general apportionment only

Another Cash Deferral

- Additional State apportionment deferral
 - Total for all community colleges = \$703 million
 - Approximately \$4 million more for RSCCD
 - Total deferrals now for RSCCD approximately \$18 million
 - RSCCD Contingency Reserve = \$8 million
 - Deferral this large will most likely require RSCCD to borrow externally at year end
 - Additional borrowing costs need to be budgeted
 - Approximately 20% of entire year state apportionment is deferred into the new fiscal year!

What's next?

- Based on the Chancellor's Office and the CCLC state budget updates, RSCCD will need to reduce expenditures by \$15 million for the Adopted Budget
- Categorical program reductions total approximately \$7 million for RSCCD
 - 50% reduced funding for selected categorical programs for remainder of current fiscal year
 - These are all support services for students

What's next?

- ▶ Workload reductions are approximately \$6 million for RSCCD
 - Over 500 classes must be cancelled
- ▶ Ending balance important component of this expenditure reduction target amount
 - Higher ending balance = less cuts
 - Lower ending balance = more cuts

What's next?

- This information may change in the next few weeks and/or months
 - Additional detail
 - Additional blue pencil cuts
 - Anticipated mid-year cut in apportionment budget due to continued weak state economy and substantially lower tax collections
- Generally acknowledged by all involved in state budget process that budget situation will get worse

What's next?

- BAPR Committee will be meeting this Wednesday to determine recommended Adopted Budget Assumptions to Chancellor
 - Balanced budget?
 - Workload reductions – class offering cuts
 - Categorical reductions
 - Budget for additional deficit to apportionment based on mid-year deficit concerns and property tax shortfall

Proposed Adopted Budget

- ▶ The RSCCD Proposed Adopted Budget will be presented at the September 14 Board meeting for adoption
- ▶ Will include additional:
 - Reduction in Force
 - Cancelled classes (fewer class offerings)
 - Elimination of instructional programs
 - Reduction in services for students from categorical program cuts
- ▶ Any delay in identifying cost reductions for the Adopted Budget will mean additional needed reductions to make up for loss of entire year savings

Item 3.1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**ADDENDUM TO HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

July 27, 2009

MANAGEMENT

Interim to Permanent

Hoffman, Simon Bart
Dean
Human Services and Technology Division
Santa Ana College

Effective: July 23, 2009
Salary Placement: B-4 \$11,077/Month

Employment Agreements/Attachment 1

Hoffman, Simon Bart

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

July 27, 2009

MANAGEMENT

Appointment

Santoyo, Sarah
Director
Grants
Resource Development
District

Effective: July 9, 2009
Salary Placement: F-1 \$7,109/Month

Interim to Permanent

Liang, Mark
Associate Dean
Admission and Records
Student Services
Santa Ana College

Effective: July 6, 2009
Salary Placement: D-1 \$8,497/Month

Perez, Enrique
Assistant Vice Chancellor
Educational Services
District

Effective: July 1, 2009
Salary Placement: B-7 \$12,461/Month

Employment Agreements/Attachments 1-2

Liang, Mark

Perez, Enrique

Extensions of Interim Assignment

Foster, Paul
Interim Vice President
Administrative Services
Santa Ana College

Effective: July 1, 2009 – August 31, 2009
Salary Placement: A-1 \$10,521/Month

Hoffman, Simon Bart
Interim Dean
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2009 – September 30, 2009
Salary Placement: B-4 \$11,077/Month

MANAGEMENT (CONT'D)

Extensions of Interim Assignment (cont'd)

Liang, Mark
Interim Associate Dean
Admission and Records
Student Services
Santa Ana College

Effective: July 1, 2009 – July 5, 2009
Salary Placement: D-1 \$8,497/Month

Manson, Robert
Interim Associate Dean
Financial Aid
Student Services
Santa Ana College

Effective: July 1, 2009 – September 30, 2009
Salary Placement: E-6 \$9,766/Month

Soltis, Kenneth
Interim Associate Dean
Fire Technology and Public Safety
Human Services and Technology Division
Santa Ana College

Effective: July 1, 2009 – September 30, 2009
Salary Placement: D-4 \$9,558/Month

Wahl, Susan
Interim Associate Director
SAC East Child Development Center
Child Development Services
District

Effective: July 1, 2009 – June 30, 2010
Salary Placement: O-3 \$4,928/Month

Adjusted Salary Placement

Kanouse, Noemi
Assistant Vice Chancellor
Fiscal Services
District

Effective: July 1, 2009
Salary Placement: B-7 \$12,461/Month

Ratification of Resignation/Retirement

Nguyen, Davis
Media Systems Manager
Information and Learning Resources
Santa Ana College

Effective: August 10, 2009
Reason: Retirement

FACULTY

Contract Extension Days for 2009/2010/Attachment 3

192/225 Day Faculty Coordinator Stipends for 2009/2010/Attachment 4

Rehiring of Temporary Non-tenure Track Employees per E.C. 87470

Brown, Stephen
Assistant Professor, Nursing
Science and Math Division
Santa Ana College

Effective: August 24, 2009 – June 3, 2010
Salary Placement: V-9 \$77,423/Year

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

Effective: August 24, 2009 – December 19, 2009
Salary Placement: III-12 \$79,472/Year

Janio, Jaroslaw
Coordinator, CASAS/El Civics
Continuing Education Division/CEC
Santa Ana College

Effective: August 24, 2009 – December 19, 2009
Salary Placement: VII-9 \$82,613/Year

Pena, Violeta
Coordinator, CAHSEE
Continuing Education Division/CEC
Santa Ana College

Effective: August 24, 2009 – December 19, 2009
Salary Placement: III-6 \$65,193/Year

Sergio, Tiffany
Coordinator, Citizenship
Continuing Education Division/CEC
Santa Ana College

Effective: August 24, 2009 – December 19, 2009
Salary Placement: II-8 \$67,404/Year

Changes of Assignment

Coto, Jennifer
Counselor
Counseling and Student Support Services Division
Santiago Canyon College

Effective: August 1, 2009
Salary Placement: VII-11 \$95,864/Year

FACULTY (CONT'D)

Changes of Assignment (cont'd)

Montiel-Childress, Dena
Associate Professor, Business Applications and
Technology
Business Division
Santa Ana College

Effective: August 24, 2009
Salary Placement: VI-15 \$94,245/Year

Extensions of Interim Assignment

Cahill, Mary
Acting Master Teacher
SAC Child Development Center
Child Development Services
District

Effective: July 1, 2009 – June 30, 2010
Salary Placement: HT/AA-1 \$35,364/Year

Gasca, Yolanda
Acting Master Teacher
CEC Child Development Center
Child Development Services
District

Effective: July 1, 2009 – June 30, 2010
Salary Placement: HT/BA-4 \$39,501/Year

Ruiz, Maria
Acting Master Teacher
SAC East Child Development Center
Child Development Services
District

Effective: July 1, 2009 – June 30, 2010
Salary Placement: HT/AA-3 \$36,943/Year

Shinn, Sandra
Acting Master Teacher (50%)
SAC Child Development Center
Child Development Services
District

Effective: July 1, 2009 – June 30, 2010
Salary Placement: T/BA-4 \$34,358/Year
(Concurrent with Regular Assignment at 50%)

Voluntary Workload Reduction Requests

Arambula, Alicia
Teacher
SCC Child Development Center
Child Development Services
District

Effective: July 1, 2009 – June 30, 2010
From: 207 Days
To: 195 Days

FACULTY (CONT'D)

Voluntary Workload Reduction Requests (cont'd)

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

Effective: July 1, 2009 – June 30, 2010
From: 207 Days
To: 203 Days

Nichols, Teresa
Teacher
SAC Child Development Center
Child Development Services
District

Effective: July 1, 2009 – June 30, 2010
From: 207 Days
To: 203 Days

Oyenoki, Sharla
Master Teacher
SAC Child Development Center
Child Development Services
District

Effective: July 1, 2009 – June 30, 2010
From: 207 Days
To: 195 Days

Ratification of Resignations/Retirements

Cortez, Maria Elena
Teacher
SAC Child Development Center
Child Development Services
District

Effective: July 9, 2009
Reason: Resignation

Pearson, Charlene
Counselor
Counseling Division
Santa Ana College

Effective: June 4, 2009
Reason: Retirement

Stipends

Beers-McCormick, Lynnette
Associate Professor, English
Humanities and Social Sciences Division
Santiago Canyon College

Effective: June 22, 2009
Amount: \$1,050.00
Reason: College Visits & Writing Sample
(Grant)

FACULTY (CONT'D)

Stipends (cont'd)

Leeds, Kevin
Professor, Math
Science and Math Division
Santa Ana College

Effective: July 1, 2008 – June 30, 2009
Amount: \$1,500.00
Reason: UCI Mentor Project
(Grant)

Lopez, Jorge
Assistant Professor, Biology
Science and Math Division
Santa Ana College

Effective: July 1, 2008 – June 30, 2009
Amount: \$1,000.00
Reason: UCI Mentor Project
(Grant)

Ortiz, Fernando
Professor, Psychology
Humanities and Social Sciences Division
Santa Ana College

Effective: July 1, 2008 – June 30, 2009
Amount: \$1,000.00
Reason: UCI Mentor Project
(Grant)

Vargas, Martha
Coordinator, Transfer Center
Counseling Division
Santa Ana College

Effective: August 25, 2008
Amount: \$1,500.00
Reason: Transfer Mentor Program
(Grant)

Wood, Sandra
Coordinator, Basic Skills
Humanities and Social Sciences Division
Santa Ana College

Effective: June 9, 2009 – June 30, 2009
Amount: \$5,283.36
Reason: Basic Skills Math
(Grant)

Wood, Sandra
Coordinator, Basic Skills
Humanities and Social Sciences Division
Santa Ana College

Effective: June 9, 2009 – June 30, 2009
Amount: \$5,283.36
Reason: Basic Skills
(Grant)

Adjusted Part-time/Hourly CEFA Rate due to Column Change

Chavez, Tim
Instructor, ESL
Continuing Education Division/CEC
Santa Ana College

Effective: July 6, 2009
Hourly Lecture Rate: II-4 \$44.14

FACULTY (CONT'D)

Adjusted Part-time/Hourly CEFA Rate due to Column Change (cont'd)

Da Fonseca, Clarice
Instructor, ESL
Continuing Education Division/OEC
Santiago Canyon College
Effective: July 6, 2009
Hourly Lecture Rate: II-4 \$44.14

De La Mora, Moises
Instructor, High School Subjects/GED/ABE
Continuing Education Division/CEC
Santa Ana College
Effective: July 6, 2009
Hourly Lecture Rate: II-2 \$41.97

Spanner, Enedina
Instructor, ESL
Continuing Education Division/CEC
Santa Ana College
Effective: July 6, 2009
Hourly Lecture Rate: II-4 \$44.14

Part-time/Hourly Hires/Rehires

Aguirre de Flores, Maria Sara
Site Director
Continuing Education Division/CEC
Santa Ana College
Effective: July 6, 2009
Hourly Rate: \$42.50

Barb Mingo, Arturo (rehire retiree)
Instructor, Modern Languages
Humanities and Social Sciences Division
Santiago Canyon College
Effective: August 24, 2009
Hourly Lecture Rate: III-4 \$59.88

Belzer, Elizabeth
Instructor, Inmate Education
Continuing Education Division/OEC
Santiago Canyon College
Effective: July 1, 2009
Hourly Lecture Rate: II-2 \$41.97

Birozy, Andrew
Instructor, Criminal Justice
Criminal Justice Academy
Human Services and Technology Division
Santa Ana College
Effective: July 28, 2009
Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

FACULTY (CONT'D)

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

Bulanek, Carl
Instructor, Criminal Justice
Criminal Justice Academy
Human Services and Technology Division
Santa Ana College

Effective: July 28, 2009
Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

Case, Stewart
Instructor, High School Subjects/ABE/GED
Continuing Education Division/CEC
Santa Ana College

Effective: July 6, 2009
Hourly Lecture Rate: V-5 \$106.08
Rehire Retiree

Case, Stewart
Instructor, High School Subjects/ABE/GED
Continuing Education Division/CEC
Santa Ana College

Effective: August 25, 2009
Hourly Lecture Rate: II-2 \$41.97

Colon, Steve
Instructor, Criminal Justice
Criminal Justice Academies
Human Services and Technology Division
Santa Ana College

Effective: July 28, 2009
Hourly Lecture Rate: I-3 \$51.73

Cunningham, James
Instructor, Economics
Humanities and Social Sciences Division
Santiago Canyon College

Effective: August 24, 2009
Hourly Lecture Rate: III-3 \$57.03

Eckman, Kenneth
Instructor, Public Works (equivalency)
Instructional Services and Career Education Division
Santiago Canyon College

Effective: July 20, 2009
Hourly Lecture Rate: I-3 \$51.73

Harrington, Craig
Assistant Men's Soccer Coach
Business, Mathematics and Sciences Division
Santiago Canyon College

Effective: June 23, 2009
Amount: \$750.00

FACULTY (CONT'D)

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

Hath, David
Counselor
Counseling and Student Support Services Division
Santiago Canyon College
Effective: June 8, 2009
Hourly Summer Lecture Rate: 6-5 \$83.16
Rehire Retiree

Jacobson, Stephen
Instructor, Public Works (equivalency)
Instructional Services and Career Education Division
Santiago Canyon College
Effective: July 20, 2009
Hourly Lecture Rate: II-3 \$54.32

Jasper, Brent
Instructor, Criminal Justice
Criminal Justice Academy
Human Services and Technology Division
Santa Ana College
Effective: July 28, 2009
Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

Jones, Jason
Instructor, Public Works (equivalency)
Instructional Services and Career Education Division
Santiago Canyon College
Effective: July 20, 2009
Hourly Lecture Rate: I-3 \$51.73

Lathrop, Michael
Instructor, English
Humanities and Social Sciences Division
Santiago Canyon College
Effective: August 24, 2009
Hourly Lecture Rate: III-3 \$57.03

Pearson, Charlene
Counselor
Counseling Division
Santa Ana College
Effective: June 23, 2009
Hourly Summer Lecture Rate: 7-5 \$101.53
Rehire Retiree

Tovares, Alejandra
Instructor, Parent Education
Continuing Education Division/CEC
Santa Ana College
Effective: July 6, 2009
Hourly Lecture Rate: II-4 \$44.14

FACULTY (CONT'D)

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

Troy, Clifton
Instructor, Public Works (equivalency)
Instructional Services and Career Education Division
Santiago Canyon College

Effective: July 20, 2009
Hourly Lecture Rate: I-3 \$51.73

Waggoner Jr., Glenn
Instructor, Public Works (equivalency)
Instructional Services and Career Education Division
Santiago Canyon College

Effective: July 20, 2009
Hourly Lecture Rate: I-3 \$51.73

Non-paid Instructor of Record

Najera, Manuel
Instructor, Apprenticeship-Carpentry (equivalency)
Instructional Services and Career Education Division
Santiago Canyon College

Effective: July 28, 2009

**AGREEMENT FOR EMPLOYMENT OF ACADEMIC ADMINISTRATOR
BETWEEN THE GOVERNING BOARD OF THE RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT OF ORANGE COUNTY AND MARK LIANG**

This EMPLOYMENT AGREEMENT (hereinafter "Agreement") is entered into by and between the GOVERNING BOARD of and on behalf of the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (hereinafter "District") and Mark Liang (hereinafter "Employee"). The District and the Employee hereby agree to this contract of employment with the following terms and conditions:

1. POSITION. The District hereby employs the Employee as Associate Dean of Admissions and Records at Santa Ana College for the District. The Employee is an academic employee as defined by Education Code section 87001(a), an administrator as defined by Education Code section 87002(a), and a management employee as defined by Government Code section 3540.1(g).

2. STATUTORY AUTHORIZATION FOR AGREEMENT. This Agreement is a contract of employment entered into pursuant to Education Code section 72411. Any notice of non-reemployment in the position must be given by the District by March 15 of the year in which this Agreement terminates.

3. TERM. The District hereby employs the Employee as Associate Dean of Admissions and Records at Santa Ana College for a period of two (2) years, commencing on July 6, 2009, and terminating on June 30, 2011. If, prior to June 30 of any year other than the last year of this Agreement the District does not send or deliver a written notice to the Employee that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two (2) years.

4. MAXIMUM CASH SETTLEMENT UPON ANY TERMINATION OF THIS AGREEMENT. Regardless of the term of this Agreement, if it is terminated by the Governing Board prior to the date on

which the term of this Agreement would have otherwise expired, the maximum cash settlement that the Employee may receive shall be an amount equal to the monthly salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement. However, if the unexpired term is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Employee finds other employment, whichever comes first. Again, however, if the unexpired term is greater than eighteen (18) months, the maximum time for continued health benefits paid for by the District shall be eighteen (18) months. The intent of this provision is to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with those statutes.

5. SALARY. The salary of the Employee shall be \$101,964 per school year (July 1 through June 30). The salary shall be paid in twelve (12) equal monthly installments. The District reserves the right to increase the annual salary of the Employee for any or all years of this Agreement. However, any action to increase the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto. The District also reserves the right to decrease the annual salary of the Employee for any future year(s) of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Any action to decrease the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto.

6. DUTIES. The Employee shall have such duties, which are listed in any Job Description for the Employee's position and those that are delegated to the Employee by the Chancellor or other supervisor. The Governing Board may adopt or amend at any time a Job Description for the Employee's position, which is not inconsistent with the terms of this Agreement. The Chancellor, with the approval of the Governing

Board, may transfer or reassign the Employee to any administrative position in the District during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary transfer or reassignment. The Chancellor with the approval of the Governing Board may change the title of the Employee's position during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary action.

7. LENGTH OF WORK YEAR AND VACATION BENEFITS. The Employee is a full-time administrator with a work year of twelve months per year. The Employee is an exempt employee and is ineligible for overtime pay and ineligible for compensatory time off. The Employee is expected to devote full efforts and energies to the position, although the Employee may be absent for holidays designated by the District and shall be entitled to accrue two and one-quarter (2 ¼) vacation days for each month of service. The Employee may not accumulate more than fifty-four (54) days of unused vacation as of July 1st of any given year. The Employee may be an instructor in no more than one class per semester for additional compensation, but such additional work must not tend to impair the effectiveness of the Employee or interfere with the Employee's duties. The Employee also on an infrequent basis may be assigned to an extra pay assignment of a temporary nature for additional compensation but such assignment must be approved in writing by the Governing Board prior to the commencement of the assignment.

8. PROFESSIONAL MEETINGS AND ACTIVITIES. Prior approval by the Chancellor shall be obtained for the Employee to attend any function or meeting related to the Employee's employment with the District. The reasonable and necessary expenses of attendance by the Employee at such a function or meeting shall be paid by the District only if there is approval by the Chancellor. The Employee may undertake outside professional activities including consulting, speaking and writing, either with or without compensation provided such activities do not tend to impair the effectiveness of the Employee or interfere

with the Employee's duties. In those cases in which the Employee engages in outside professional activities which generate a fee for services, the Employee shall utilize vacation days as provided for under the terms of this Agreement. This requirement to utilize vacation days shall not apply to the possible infrequent occasion where the Employee engages in such professional activities early in the morning, at lunchtime or late in the day and still works a full workday for the District.

9. EVALUATION PROCEDURE. The Employee may be evaluated in writing at any time pursuant to any policies or procedures adopted by the Governing Board. The immediate supervisor shall evaluate the Employee in writing utilizing any goals and objectives, any self-assessment, the Employee's Job Description, input of other employees, and/or other duties of the Employee. No evaluation is required prior to any notice of non-reemployment in provision two or any notice of non-extension in provision three. Such notices are within the sole discretion of the District.

10. TERMINATION OF THIS AGREEMENT DURING ITS TERM. The Governing Board may terminate this Agreement during its term if there is a material and substantial breach of this Agreement for just cause. The Governing Board, prior to terminating this Agreement under this provision, must give the Employee thirty (30) days prior written notice which shall contain a reasonably detailed statement of the charges and materials upon which the proposed termination is based. The Governing Board also must give the Employee the right to respond either orally or in writing prior to the proposed effective date of the termination, and also must give the Employee a right to an evidentiary hearing before the Governing Board before the proposed termination is made final.

11. ANY RIGHT TO OTHER EMPLOYMENT WITH THE DISTRICT. In the event the term of this Agreement is not extended or another Agreement entered into, or in the event that this Agreement is terminated during its term, the Employee has retreat rights to a faculty position in the following faculty

service area(s): Business, and Law. The Employee has the responsibility to present the necessary transcripts and materials to the District pursuant to current policies and procedures in order to maintain any current faculty service area or acquire faculty service areas. This provision shall not be interpreted to mean that the Governing Board may not terminate all employment rights of the Employee pursuant to applicable law.

12. RESIGNATION. The Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Governing Board or upon a shorter period of time as may be approved by the Governing Board.

13. MEDICAL EXAMINATION. Upon request of the Governing Board or the Chancellor, the Employee agrees to undergo a comprehensive physical and/or psychiatric examination to determine if the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position. The costs of any such examination shall be paid for by the District. A confidential written report regarding any such examination shall be filed with the Governing Board or the Chancellor indicating whether the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position.

14. HEALTH BENEFITS. The Employee shall be provided with all health benefits generally provided to all other administrators in the District on the same terms and conditions.

15. SEVERABILITY. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions shall continue in full force and effect.

16. This Agreement supersedes all Board Policies, rules, regulations, handbooks and practices inconsistent with or in conflict with this Agreement.

17. MANDATORY MEDIATION AND ARBITRATION OF ANY EMPLOYMENT DISPUTE.

The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The Mediator and any necessary Arbitrator shall be selected through the Judicial Arbitration & Mediation Services/Endispute (J.A.M.S.). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Employee and the District hereby agree that they have carefully read Attachment "A" and knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

18. The Employee and the District agree that this Agreement is not binding or enforceable unless is ratified by the Governing Board at a meeting of the Governing Board.

EMPLOYEE

DATE

FOR THE DISTRICT

DATE

DATE AGREEMENT APPROVED/RATIFIED BY THE BOARD: JULY 27, 2009

**AGREEMENT FOR EMPLOYMENT OF CLASSIFIED ADMINISTRATOR
BETWEEN THE GOVERNING BOARD OF THE RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT OF ORANGE COUNTY AND ENRIQUE PEREZ**

This EMPLOYMENT AGREEMENT (hereinafter "Agreement") is entered into by and between the GOVERNING BOARD of and on behalf of the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (hereinafter "District") and Enrique Perez (hereinafter "Employee"). The District and the Employee hereby agree to this contract of employment with the following terms and conditions:

1. POSITION. The District hereby employs the Employee as Assistant Vice Chancellor of Educational Services for the District. The Employee is a classified employee as defined by Education Code section 87001(a), an administrator as defined by Education Code section 87002(a), and a management employee as defined by Government Code section 3540.1(g).

2. STATUTORY AUTHORIZATION FOR AGREEMENT. This Agreement is a contract of employment entered into pursuant to Education Code section 72411. Any notice of non-reemployment in the position must be given by the District by March 15 of the year in which this Agreement terminates.

3. TERM. The District hereby employs the Employee as Assistant Vice Chancellor of Educational Services for a period of two (2) years, commencing on July 1, 2009, and terminating on June 30, 2011. If, prior to June 30 of any year other than the last year of this Agreement the District does not send or deliver a written notice to the Employee that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two (2) years.

4. MAXIMUM CASH SETTLEMENT UPON ANY TERMINATION OF THIS AGREEMENT. Regardless of the term of this Agreement, if it is terminated by the Governing Board prior to the date on which

the term of this Agreement would have otherwise expired, the maximum cash settlement that the Employee may receive shall be an amount equal to the monthly salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement. However, if the unexpired term is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Employee finds other employment, whichever comes first. Again, however, if the unexpired term is greater than eighteen (18) months, the maximum time for continued health benefits paid for by the District shall be eighteen (18) months. The intent of this provision is to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with those statutes.

5. SALARY. The salary of the Employee shall be \$149,532 per school year (July 1 through June 30). The salary shall be paid in twelve (12) equal monthly installments. The District reserves the right to increase the annual salary of the Employee for any or all years of this Agreement. However, any action to increase the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto. The District also reserves the right to decrease the annual salary of the Employee for any future year(s) of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Any action to decrease the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto.

6. DUTIES. The Employee shall have such duties, which are listed in any Job Description for the Employee's position and those that are delegated to the Employee by the Chancellor or other supervisor. The Governing Board may adopt or amend at any time a Job Description for the Employee's position, which is not inconsistent with the terms of this Agreement. The Chancellor, with the approval of the Governing Board, may

transfer or reassign the Employee to any administrative position in the District during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary transfer or reassignment.

The Chancellor with the approval of the Governing Board may change the title of the Employee's position during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary action.

7. LENGTH OF WORK YEAR AND VACATION BENEFITS. The Employee is a full-time administrator with a work year of twelve months per year. The Employee is an exempt employee and is ineligible for overtime pay and ineligible for compensatory time off. The Employee is expected to devote full efforts and energies to the position, although the Employee may be absent for holidays designated by the District and shall be entitled to accrue two and one-quarter (2 ¼) vacation days for each month of service. The Employee may not accumulate more than fifty-four (54) days of unused vacation as of July 1st of any given year. The Employee may be an instructor in no more than one class per semester for additional compensation, but such additional work must not tend to impair the effectiveness of the Employee or interfere with the Employee's duties. The Employee also on an infrequent basis may be assigned to an extra pay assignment of a temporary nature for additional compensation but such assignment must be approved in writing by the Governing Board prior to the commencement of the assignment.

8. PROFESSIONAL MEETINGS AND ACTIVITIES. Prior approval by the Chancellor shall be obtained for the Employee to attend any function or meeting related to the Employee's employment with the District. The reasonable and necessary expenses of attendance by the Employee at such a function or meeting shall be paid by the District only if there is approval by the Chancellor. The Employee may undertake outside professional activities including consulting, speaking and writing, either with or without compensation provided such activities do not tend to impair the effectiveness of the Employee or interfere with the Employee's duties.

In those cases in which the Employee engages in outside professional activities which generate a fee for services, the Employee shall utilize vacation days as provided for under the terms of this Agreement. The requirement to utilize vacation days shall not apply to the possible infrequent occasion where the Employee engages in such professional activities early in the morning, at lunchtime or late in the day and still works a full workday for the District.

9. EVALUATION PROCEDURE. The Employee may be evaluated in writing at any time pursuant to any policies or procedures adopted by the Governing Board. The immediate supervisor shall evaluate the Employee in writing utilizing any goals and objectives, any self-assessment, the Employee's Job Description, input of other employees, and/or other duties of the Employee. No evaluation is required prior to any notice of non-reemployment in provision two or any notice of non-extension in provision three. Such notices are within the sole discretion of the District.

10. TERMINATION OF THIS AGREEMENT DURING ITS TERM. The Governing Board may terminate this Agreement during its term if there is a material and substantial breach of this Agreement or if just cause. The Governing Board, prior to terminating this Agreement under this provision, must give the Employee thirty (30) days prior written notice which shall contain a reasonably detailed statement of the charges and materials upon which the proposed termination is based. The Governing Board also must give the Employee the right to respond either orally or in writing prior to the proposed effective date of the termination, and also must give the Employee a right to an evidentiary hearing before the Governing Board before the proposed termination is made final.

11. ANY RIGHT TO OTHER EMPLOYMENT WITH THE DISTRICT. In the event the term of this Agreement is not extended or another Agreement entered into, or in the event that this Agreement is terminated during its term, the Employee has no retreat rights to any other existing classified employee position. This

provision shall not be interpreted to mean that the Governing Board may not terminate all employment rights of the Employee pursuant to applicable law.

12. RESIGNATION. The Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Governing Board or upon a shorter period of time as may be approved by the Governing Board.

13. MEDICAL EXAMINATION. Upon request of the Governing Board or the Chancellor, the Employee agrees to undergo a comprehensive physical and/or psychiatric examination to determine if the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position. The costs of any such examination shall be paid for by the District. A confidential written report regarding any such examination shall be filed with the Governing Board or the Chancellor indicating whether the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position.

14. HEALTH BENEFITS. The Employee shall be provided with all health benefits generally provided to all other administrators in the District on the same terms and conditions.

15. SEVERABILITY. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions shall continue in full force and effect.

16. This Agreement supersedes all Board Policies, rules, regulations, handbooks and practices inconsistent with or in conflict with this Agreement.

17. MANDATORY MEDIATION AND ARBITRATION OF ANY EMPLOYMENT DISPUTE. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the employment relationship, including, but not limited to, alleged violation(s) of federal, state and/or local statutes, including

those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The Mediator and any necessary Arbitrator shall be selected through the Judicial Arbitration & Mediation Services/Endispute (J.A.M.S.). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Employee and the District hereby agree that they have carefully read Attachment "A" and knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

18. The Employee and the District agree that this Agreement is not binding or enforceable unless it is ratified by the Governing Board at a meeting of the Governing Board.

EMPLOYEE

DATE

FOR THE DISTRICT

DATE

DATE AGREEMENT APPROVED/RATIFIED BY THE BOARD: JULY 27, 2009

CONTRACT EXTENSION DAYS FOR 2009/2010

Attachment #3

NAME	TITLE	DIVISION	COLLEGE	EXT DAYS	RATE
Abbey, Troy	Head Coach, Women's Volleyball	Exercise Science, Health & Athletics	SAC	20	\$483.12
Argo, Rose	Professor, Exercise Science (Fire Technology)	Human Services & Technology	SAC	12	\$495 01
Bartlett, Marta	Professor, Exercise Science (Fire Technology)	Human Services & Technology	SAC	12	\$518 82
Breig, David	Head Coach, Men's Basketball	Exercise Science, Health & Athletics	SAC	20	\$435 51
Coffman, Jodi	Head Coach, Women's Soccer	Exercise Science, Health & Athletics	SAC	20	\$460.67
Cummins, Sean	Head Coach, Men's Cross Country/Track	Business, Math & Science	SCC	20	\$435.51
Dennis, Karen	Coordinator, Basic Skills	Continuing Education (CEC)	SAC	20	\$518.82
Field, Lisa	Head Coach, Softball	Business, Math & Science	SCC	20	\$337.02
Gaer, Susan	Coordinator, Technology	Continuing Education (CEC)	SAC	20	\$495 01
Garnett, Susan	Coordinator, ESL Family Literacy & EL Civics	Continuing Education (CEC)	SAC	20	\$397 36
Gorrie, Richard	Head Coach, Men's Golf/Asst Coach, Football	Exercise Science, Health & Athletics	SAC	20	\$457 70
Hoffman, Elizabeth	Coordinator/Nurse, Health and Wellness Center	Student Services	SCC	11	\$481 87
Janio, Jaroslaw	Coordinator, CASAS/EL Civic	Continuing Education (CEC)	SAC	20	\$413 07
Jenkins, Robert	Coordinator, Staff Development	Continuing Education (CEC)	SAC	20	\$433 06
Jones, Geoff	Head Coach, Football	Exercise Science, Health & Athletics	SAC	20	\$360 86
Jordan, Ethel	Coordinator, Older Adults/Disabled Adults/Parenting	Continuing Education (OEC)	SCC	20	\$470 38
Kim, Henry	Assistant Professor, ESL	Continuing Education (CEC)	SAC	10	\$433 06
Luppani, Maria	Head Coach, Women's Basketball	Exercise Science, Health & Athletics	SAC	20	\$384 66
Madrigal, Romella	Coordinator, Student Support Services	Special Services	SAC	40	\$420 35
Mendizza, Sue	Coordinator, Adult Basic Education/GED	Continuing Education (CEC)	SAC	20	\$506 92
Montiel-Childress, Dena	Coordinator, Workforce Development	Continuing Education (CEC)	SAC	15	\$471 23
Mowrer, Melanie	Coordinator, High School Subjects	Continuing Education (CEC)	SAC	20	\$445 80
Nutter, Kim	Head Coach, Softball	Exercise Science, Health & Athletics	SAC	20	\$495 01
O'Lea, Jacque	Coordinator, Distance Education	Human Services & Technology	SAC	20	\$518 82
Ramirez, Marco	Coordinator, Talent Search	Special Services	SAC	30	\$420 35
Scoggin, Sally	Coordinator, ESL	Continuing Education (CEC)	SAC	20	\$483 12
Sergio, Tiffany	Coordinator, Citizenship	Continuing Education (CEC)	SAC	20	\$337 02
Shine, Thomas	Head Coach, Golf	Business, Math & Science	SCC	20	\$518 82
Sneddon, Don	Head Coach, Baseball	Exercise Science, Health & Athletics	SAC	20	\$518 82
Vu, John	Coordinator, GEAR UP	Student Affairs	SAC	38	\$420 35
Walker, Mary	Coordinator, ABE/HSS	Continuing Education (OEC)	SCC	20	\$458 50
Wilson, Connie	Coordinator, Business Skills	Continuing Education (OEC)	SCC	20	\$495 01
Woodhead, Ian	Head Coach, Women's Soccer	Business, Math & Science	SCC	20	\$458.50

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
192/225 DAY FACULTY COORDINATOR STIPENDS
2009/2010

Attachment #4

NAME	ASSIGNMENT	STIPEND	COLLEGE
Bautista, Steven	Center for Teacher Education	\$1,000.00	SAC
Birnbaum, Beverly	Testing Center	\$1,000.00	SAC
Hoffman, Elizabeth	Health & Wellness Center	\$1,000.00	SCC
Mugica, Yolanda	MESA Program	\$1,000.00	SAC
Ross, Kristina	Fire Technology (Physical Fitness/Wellness)	\$1,000.00	SAC
Salgado, Susana	Psychological Services	\$1,000.00	SAC
Sanabria, Reina	Puente Program	\$1,000.00	SAC
Shaffer, Catherine	CARE Program	\$1,000.00	SAC
Troxcil, George	Criminal Justice Academies	\$1,000.00	SAC
Vargas, Martha	University Transfer Center	\$1,000.00	SAC
Wann, Teresa	Fire Technology	\$1,000.00	SAC
Warco, Ariene	Health & Wellness Center	\$1,000.00	SAC
Zook, Rochelle	ULINK/Counseling	\$1,000.00	SAC

**AGREEMENT FOR EMPLOYMENT OF ACADEMIC ADMINISTRATOR
BETWEEN THE GOVERNING BOARD OF THE RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT OF ORANGE COUNTY AND SIMON BART HOFFMAN**

This EMPLOYMENT AGREEMENT (hereinafter "Agreement") is entered into by and between the GOVERNING BOARD of and on behalf of the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (hereinafter "District") and Simon Bart Hoffman (hereinafter "Employee"). The District and the Employee hereby agree to this contract of employment with the following terms and conditions:

1. POSITION. The District hereby employs the Employee as Dean of Human Services and Technology Division at Santa Ana College for the District. The Employee is an academic employee as defined by Education Code section 87001(a), an administrator as defined by Education Code section 87002(a), and a management employee as defined by Government Code section 3540.1(g).

2. STATUTORY AUTHORIZATION FOR AGREEMENT. This Agreement is a contract of employment entered into pursuant to Education Code section 72411. Any notice of non-reemployment in the position must be given by the District by March 15 of the year in which this Agreement terminates.

3. TERM. The District hereby employs the Employee as Dean of Human Services and Technology Division at Santa Ana College for a period of two (2) years, commencing on July 23, 2009, and terminating on June 30, 2011. If, prior to June 30 of any year other than the last year of this Agreement the District does not send or deliver a written notice to the Employee that this Agreement shall not be extended for an additional year, then this Agreement automatically shall be extended for one more year. This provision shall not be interpreted in any way to authorize any extended Agreement to be for a term of more than two (2) years.

4. MAXIMUM CASH SETTLEMENT UPON ANY TERMINATION OF THIS AGREEMENT.

Regardless of the term of this Agreement, if it is terminated by the Governing Board prior to the date on which the term of this Agreement would have otherwise expired, the maximum cash settlement that the Employee may receive shall be an amount equal to the monthly salary of the Employee multiplied by the number of months remaining on the unexpired term of this Agreement. However, if the unexpired term is greater than eighteen (18) months, the maximum cash settlement shall be an amount equal to the monthly salary of the employee multiplied by eighteen (18). Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the Employee finds other employment, whichever comes first. Again, however, if the unexpired term is greater than eighteen (18) months, the maximum time for continued health benefits paid for by the District shall be eighteen (18) months. The intent of this provision is to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with those statutes.

5. SALARY. The salary of the Employee shall be \$132,924 per school year (July 1 through June 30). The salary shall be paid in twelve (12) equal monthly installments. The District reserves the right to increase the annual salary of the Employee for any or all years of this Agreement. However, any action to increase the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto. The District also reserves the right to decrease the annual salary of the Employee for any future year(s) of this Agreement as long as such decrease, on a percentage basis, is no more than what is implemented on a general basis for regular, full-time faculty of the District. Any action to decrease the salary of the Employee shall not be interpreted as any new contract of employment or any extension thereto.

6. DUTIES. The Employee shall have such duties, which are listed in any Job Description for the Employee's position and those that are delegated to the Employee by the Chancellor or other supervisor. The Governing Board may adopt or amend at any time a Job Description for the Employee's position, which

is not inconsistent with the terms of this Agreement. The Chancellor, with the approval of the Governing Board, may transfer or reassign the Employee to any administrative position in the District during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary transfer or reassignment. The Chancellor with the approval of the Governing Board may change the title of the Employee's position during the term of this Agreement but there shall be no loss of compensation solely due to such discretionary action.

7. LENGTH OF WORK YEAR AND VACATION BENEFITS. The Employee is a full-time administrator with a work year of twelve months per year. The Employee is an exempt employee and is ineligible for overtime pay and ineligible for compensatory time off. The Employee is expected to devote full efforts and energies to the position, although the Employee may be absent for holidays designated by the District and shall be entitled to accrue two and one-quarter (2 ¼) vacation days for each month of service. The Employee may not accumulate more than fifty-four (54) days of unused vacation as of July 1st of any given year. The Employee may be an instructor in no more than one class per semester for additional compensation, but such additional work must not tend to impair the effectiveness of the Employee or interfere with the Employee's duties. The Employee also on an infrequent basis may be assigned to an extra pay assignment of a temporary nature for additional compensation but such assignment must be approved in writing by the Governing Board prior to the commencement of the assignment.

8. PROFESSIONAL MEETINGS AND ACTIVITIES. Prior approval by the Chancellor shall be obtained for the Employee to attend any function or meeting related to the Employee's employment with the District. The reasonable and necessary expenses of attendance by the Employee at such a function or meeting shall be paid by the District only if there is approval by the Chancellor. The Employee may undertake outside professional activities including consulting, speaking and writing, either with or without compensation provided such activities do not tend to impair the effectiveness of the Employee or interfere

with the Employee's duties. In those cases in which the Employee engages in outside professional activities which generate a fee for services, the Employee shall utilize vacation days as provided for under the terms of this Agreement. This requirement to utilize vacation days shall not apply to the possible infrequent occasion where the Employee engages in such professional activities early in the morning, at lunchtime or late in the day and still works a full workday for the District.

9. EVALUATION PROCEDURE. The Employee may be evaluated in writing at any time pursuant to any policies or procedures adopted by the Governing Board. The immediate supervisor shall evaluate the Employee in writing utilizing any goals and objectives, any self-assessment, the Employee's Job Description, input of other employees, and/or other duties of the Employee. No evaluation is required prior to any notice of non-reemployment in provision two or any notice of non-extension in provision three. Such notices are within the sole discretion of the District.

10. TERMINATION OF THIS AGREEMENT DURING ITS TERM. The Governing Board may terminate this Agreement during its term if there is a material and substantial breach of this Agreement or for just cause. The Governing Board, prior to terminating this Agreement under this provision, must give the Employee thirty (30) days prior written notice which shall contain a reasonably detailed statement of the charges and materials upon which the proposed termination is based. The Governing Board also must give the Employee the right to respond either orally or in writing prior to the proposed effective date of the termination, and also must give the Employee a right to an evidentiary hearing before the Governing Board before the proposed termination is made final.

11. ANY RIGHT TO OTHER EMPLOYMENT WITH THE DISTRICT. In the event the term of this Agreement is not extended or another Agreement entered into, or in the event that this Agreement is terminated during its term, the Employee has retreat rights to a faculty position in the following faculty service area(s): Business, Business Education, Management, and Marketing. The Employee has the

responsibility to present the necessary transcripts and materials to the District pursuant to current policies and procedures in order to maintain any current faculty service area or acquire faculty service areas. This provision shall not be interpreted to mean that the Governing Board may not terminate all employment rights of the Employee pursuant to applicable law.

12. RESIGNATION. The Employee may resign from employment at any time during the term of this Agreement upon ninety (90) days prior written notice to the Governing Board or upon a shorter period of time as may be approved by the Governing Board.

13. MEDICAL EXAMINATION. Upon request of the Governing Board or the Chancellor, the Employee agrees to undergo a comprehensive physical and/or psychiatric examination to determine if the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position. The costs of any such examination shall be paid for by the District. A confidential written report regarding any such examination shall be filed with the Governing Board or the Chancellor indicating whether the Employee is able, with or without reasonable accommodation, to perform the essential functions of the Employee's position.

14. HEALTH BENEFITS. The Employee shall be provided with all health benefits generally provided to all other administrators in the District on the same terms and conditions.

15. SEVERABILITY. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall be deemed invalid, but all other provisions shall continue in full force and effect.

16. This Agreement supersedes all Board Policies, rules, regulations, handbooks and practices inconsistent with or in conflict with this Agreement.

17. MANDATORY MEDIATION AND ARBITRATION OF ANY EMPLOYMENT DISPUTE. The Employee and the District hereby agree that any dispute, claim or controversy arising out of the

employment relationship, including, but not limited to, alleged violation(s) of federal, state and/or local statutes, including those prohibiting harassment and discrimination, and any other claims, including alleged violations of any provisions in the Education Code, which cannot be resolved through informal and confidential discussions, shall be submitted to mediation, and if mediation is unsuccessful, to binding arbitration before a neutral Arbitrator. The Mediator and any necessary Arbitrator shall be selected through the Judicial Arbitration & Mediation Services/Endispute (J.A.M.S.). Attachment "A" to this Agreement sets forth the procedures to be utilized and is hereby incorporated by reference into this Agreement as if fully set forth within. The Employee and the District hereby agree that they have carefully read Attachment "A" and knowingly agree to all of its contents, and knowingly agree to the covenant to mediate and arbitrate all employment disputes contained in Attachment "A".

18. The Employee and the District agree that this Agreement is not binding or enforceable unless it is ratified by the Governing Board at a meeting of the Governing Board.

EMPLOYEE

DATE

FOR THE DISTRICT

DATE

DATE AGREEMENT APPROVED/RATIFIED BY THE BOARD: July 27, 2009

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DOCKET**

CLASSIFIED

July 27, 2009

ADDENDUM

TEMPORARY

Cruz, Emily Cashier/ Bookstore/ SAC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/09/10 05/24/10 – 06/30/10
Cruz, Emily Cashier/ Bookstore/ SAC	Effective: 08/03/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/09/10 05/24/10 – 06/30/10
Dean, Sabrina Cashier/ Auxiliary Services/ SAC	Effective: 08/17/09 – 09/18/09 01/25/10 – 02/26/10
Klase, Adam Cashier/ Bookstore/ SAC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Pov, Tina Data Entry Clerk/ Academic Affairs/ SAC	Effective: 08/17/09 – 12/04/09 12/14/09 – 12/18/09 01/04/10 – 03/12/10 03/22/10 – 04/02/10 04/12/10 – 06/04/10 06/14/10 – 06/25/10
Prajapati, Jitesh Financial Aid Tech./ SCC	Effective: 08/10/09 – 11/20/09 11/30/09 – 12/18/09 01/04/10 – 04/02/10 04/12/10 – 06/04/10

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

JULY 27, 2009

CLASSIFIED

Voluntary Furlough

Restivo, Julie
Executive Secretary/ SCC

Effective: 07/01/09 – 06/30/10
Grade 14, Step 6 + 7.5%L @ 90% VF
\$5008.50
Correction

Out of Class Assignment

Castrejon, Orlando
Custodian/ Admin. Services/ SAC

Effective: 07/01/09 – 06/30/10
Grade 4, Step 2 + 5%SW \$2904

Davis, Stuart
Admissions/Records Tech. Specialist/ SCC

Effective: 07/01/09 – 06/30/10
Grade 15, Step 4 + 2PG \$5036.33

Gorlato, Christine
Admissions & Records Tech Spec./ SAC

Effective: 07/01/09 – 06/30/10
Grade 15, Step 4 + 2.5%L + 1PG \$5118.67

Nguyen, Steven
Custodial Supervisor/ Admin. Services/
SAC

Effective: 06/22/09 – 07/03/09
Grade O, Step 1 + 7.5%GY \$4805

Nguyen, Tuyen
Admissions/Records Tech. Specialist/ SCC

Effective: 07/01/09 – 06/30/10
Grade 15, Step 1 + 2PG \$4363.33

Recinos, Jaime
Bookstore Coordinator/ SAC

Effective: 07/01/09 – 06/30/10
Grade L, Step 2 + 2.5%L + 1PG \$5542.67

Return to Regular Assignment

Allen, Mark
Tech Spec. I/ School of Continuing Educ./
SAC

Effective: June 8, 2009
Grade 13, Step 1 \$3845

Arvizu Alvarez, Gloria
General Office Clerk/ School of
Continuing Educ./ SAC

Effective: July 1, 2009
Grade 3, Step 3 \$2813

Return to Regular Assignment cont'd

Tran, John
Media Systems Electronic Tech./ Media/
SAC

Effective: June 9, 2009
Grade 13, Step 6 + 7.5%L \$5279

Turrentine, Michael
Tech Spec. II/ ITS

Effective: June 8, 2009
Grade 15, Step 6 + 2.5%L + 6PG \$5850

Change in Salary Placement

Thomas, Elizabeth
From: Financial Aid Loan Specialist
To: Financial Aid Analyst (Reorg 618)
SCC

Effective: April 14, 2009
Grade 12, Step 6 + 2.5%L + 1PG
\$4825.67 (Red Circled)
Correction

Leave of Absence

Adams, Jennie
Information Systems Specialist/ Auxiliary
Services/ SAC

Effective: 06/22/09 – 08/14/09
Reason: Maternity Leave

Alvarado, Delmis
Student Program Specialist/ Student
Services/ SAC

Effective: 07/06/09 – 07/09/09
12/06/09 – 12/19/09
01/03/10 – 01/30/10
06/20/10 – 06/25/10
Reason: 10 Month Contract Non Paid
Period

Ratification of Resignation/Retirement

Griffith, Allen
Athletic Equipment Coord./ SAC

Effective: June 30, 2009
Reason: Retirement

King, Debra
Administrative Clerk/ Staff Development/
SAC

Effective: July 31, 2009
Reason: Retirement

Reiter, Todd
Gardener/Utility Worker/ SAC

Effective: February 5, 2009
Reason: Resignation

CLASSIFIED HOURLY

Out of Class Assignment

Rodriguez, Hector
Sr. Account Clerk/ Bookstore/ SAC

Effective: 07/01/09 – 06/30/10
19 Hours/Week 12 Month
Grade 10, Step A \$19.10/Hour

Stuart, Deidre
Sr. Clerk/ Bookstore/ SAC

Effective: 07/01/09 – 06/30/10
8 Hours/Week 12 Month
Grade 8, Step A \$17.53/Hour

Leave of Absence

Hedenberg, Lacy
Student Services Specialist/ Student
Affairs/ SCC

Effective: 07/11/09 – 09/18/09
Reason: Maternity Leave

Ratification of Resignation/Retirement

Castellanos, Edna
Admissions & Records Spec I/ SAC

Effective: June 11, 2009
Reason: Resignation

Rathod, Jishita
Instructional Assistant/ Science & Math/
SAC

Effective: June 30, 2009
Reason: Resignation

TEMPORARY ASSIGNMENT

Averette, Scott
Cashier/ Bookstore/ SAC

Effective: 07/28/09 – 09/25/09
12/07/09 – 12/18/09
01/04/10 – 03/19/10
05/24/10 – 06/30/10

Avila, Edgar
District Safety Officer/ District

Effective: 07/28/09 – 06/30/10

Bailey, Lauren
Cashier/ Bookstore/ SAC

Effective: 07/28/09 – 09/25/09
12/07/09 – 12/18/09
01/04/10 – 03/19/10
05/24/10 – 06/30/10

TEMPORARY ASSIGNMENT cont'd

Foster, Nicole Cashier/ Bookstore/ SCC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Gutierrez, Loren Cashier/ Auxiliary Services/ SAC	Effective: 08/17/09 – 09/18/09 01/25/10 – 02/26/10
Guzman, Sandra Cashier/ Bookstore/ SAC	Effective: 07/28/09 – 9/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Harrison, Nathaniel District Safety Officer/ District	Effective: 07/28/09 – 06/30/10
Herndon, Timothy District Safety Officer/ District	Effective: 07/28/09 – 06/30/10
Hess, Jodi Cashier/ Auxiliary Services/ SAC	Effective: 08/17/09 – 09/18/09 01/25/10 – 02/26/10
Klase, Clarence Cashier/ Bookstore/ SAC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Larnerd, Alyssa Cashier/ Auxiliary Services/ SAC	Effective: 08/17/09 – 09/18/09 01/25/10 – 02/26/10
Lopez, David Cashier/ Bookstore/ SAC	Effective: 07/28/09 – 9/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Manes, Brandon Cashier/ Bookstore/ SCC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10

TEMPORARY ASSIGNMENT cont'd

Samson, Brittany Cashier/ Bookstore/ SCC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Sherman, Janice Cashier/ Bookstore/ SAC	Effective: 07/28/09 – 9/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Stone, Tammy Cashier/ Bookstore/ SCC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Tapia, Alejandro Cashier/ Bookstore/ SAC	Effective: 07/28/09 – 9/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Valeriotte, Robert Cashier/ Bookstore/ SCC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Vaverka, Sharolyn Cashier/ Bookstore/ SAC	Effective: 07/28/09 – 9/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Vega, Daniel Cashier/ Bookstore/ SCC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Villegas, Jose Cashier/ Bookstore/ SAC	Effective: 07/28/09 – 9/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Wilksen, Gilbert Cashier/ Bookstore/ SCC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10

Correction in Temporary Assignment

Cole, Alec
Instructional Assistant/ Biology/ SCC

Effective: 07/28/09 – 08/13/09

Jensen, Ashley
Instructional Assistant/ Biology/ SCC

Effective: 07/01/09 – 08/13/09

Pastrana, Leo
High School & Comm. Outreach Spec./
School of Continuing Educ./ SAC

Effective: 04/13/09 – 04/18/09

Additional Hours for On Going Assignment

Cabrera, Juan
Instructional Assistant/ Student Affairs/
SAC

Effective: 07/06/09 – 07/31/09
Not to exceed 19 consecutive working days
in any given period.

Clayton, Joe
District Safety Officer/ District

Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Delgado, Juan
District Safety Officer/ District

Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Douglas, Robert
District Safety Officer/ District

Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Gonzales, Freddie
District Safety Officer/ District

Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Gonzalez, Jaime
District Safety Officer/ District

Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Harris, Courtney
District Safety Officer/ District

Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Additional Hours for On Going Assignment cont'd

Harvey, Hermando
District Safety Officer/ District

Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Herera, Daniel
Instructional Assistant/ Student Affairs/
SAC

Effective: 07/06/09 – 07/31/09
Not to exceed 19 consecutive working days
in any given period.

Kay, Trevor
Admissions & Records Spec. I/ SAC

Effective: 07/06/09 – 08/07/09
08/17/09 – 09/19/09
09/28/09 – 11/06/09
11/16/09 – 12/18/09
02/01/10 – 03/26/10
04/19/10 – 06/25/10
Not to exceed 19 consecutive working days
in any given period.

Martes, David
District Safety Officer/ District

Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Miller, John
Learning Facilitator/ Student Affairs/ SAC

Effective: 07/06/09 – 07/31/09
Not to exceed 19 consecutive working days
in any given period.

Montanez, Jesse
District Safety Officer/ District

Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Navarro, Luis
District Safety Officer/ District

Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.

Nguyen, Hung
Admissions & Records Spec. I/ SAC

Effective: 07/06/09 – 08/07/09
08/17/09 – 09/19/09
09/28/09 – 11/06/09
11/16/09 – 12/18/09
02/01/10 – 03/26/10
04/19/10 – 06/25/10
Not to exceed 19 consecutive working days
in any given period.

Additional Hours for On Going Assignment cont'd

**Rodriguez, Barbara
Admissions & Records spec I/ SAC**

**Effective: 07/06/09 – 08/07/09
08/17/09 – 09/19/09
09/28/09 – 11/06/09
11/16/09 – 12/18/09
02/01/10 – 03/26/10
04/19/10 – 06/25/10**

**Not to exceed 19 consecutive working days
in any given period.**

**Romero, Janessa
Intermediate Clerk/ Auxiliary Services/
SAC**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

**Taylor, Katherine
Admissions & Records Spec I/ SAC**

**Effective: 07/06/09 – 08/07/09
08/17/09 – 09/19/09
09/28/09 – 11/06/09
11/16/09 – 12/18/09
02/01/10 – 03/26/10
04/19/10 – 06/25/10**

**Not to exceed 19 consecutive working days
in any given period.**

**Velasquez, Patricia
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

Substitute Assignments

**Aguilera, Francisco
Lifeguard, Exercise Science/ SAC**

Effective: 07/01/09 – 06/30/10

**Avila, Edgar
District Safety Officer/ District**

Effective: 07/01/09 – 06/30/10

**Bailey, Lauren
Cashier/ Bookstore/ SCC**

Effective: 07/01/09 – 06/30/10

**Balderas, Armando
District Safety Officer/ District**

Effective: 07/01/09 – 06/30/10

Substitute Assignments cont'd

**Canaday Tawny
Intermediate Clerk/ Auxiliary Services/
SAC**

Effective: 07/01/09 – 06/30/10

**Chasse, Heather
Cashier/ Bookstore/ SCC**

Effective: 07/01/09 – 06/30/10

**Clayton, Joe
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

**Counts, Christopher
District Safety Officer/ District**

Effective: 07/01/09 – 06/30/10

**Delgado, Juan
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

**Douglas, Robert
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

**Eaton, Michael
District Safety Officer/ District**

Effective: 07/01/09 – 06/30/10

**Eldridge, William
District Safety Officer/ District**

Effective: 07/01/09 – 06/30/10

**Ford, Michelle
Cashier/ Bookstore/ SCC**

Effective: 07/01/09 – 06/30/10

**Foster, Nicole
Cashier/ Bookstore/ SCC**

Effective: 07/01/09 – 06/30/10

**Gonzales, Freddie
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

**Gonzalez, Jaime
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

Substitute Assignments cont'd

**Guzman, Sandra
Cashier/ Bookstore/ SAC**

Effective: 07/01/09 – 06/30/10

**Harris, Courtney
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

**Harrison, Nathaniel
District Safety Officer/ District**

Effective: 07/01/09 – 06/30/10

**Harvey, Hermando
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

**Herdon, Timothy
District Safety Officer/ District**

Effective: 07/01/09 – 06/30/10

**Lomeli, Linda
Lifeguard/ Exercise Science/ SAC**

Effective: 07/01/09 – 06/30/10

**Lopez, David
Cashier/ Bookstore/ SAC**

Effective: 07/01/09 – 06/30/10

**Manes, Brandon
Cashier/ Bookstore/ SCC**

Effective: 07/01/09 – 06/30/10

**Martes, David
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

**Martinez Janette
Cashier/ Bookstore/ SAC**

Effective: 07/01/09 – 06/30/10

**Mazariegos, Juan
Lifeguard/ Exercise Science/ SAC**

Effective: 07/01/09 – 06/30/10

**Montanez, Jesse
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

**Navarro, Luis
District Safety Officer/ District**

**Effective: 07/01/09 – 06/30/10
Not to exceed 19 consecutive working days
in any given period.**

Substitute Assignments cont'd

Nguyen, Diem Administrative Clerk/ Counseling/ SAC	Effective: 07/01/09 – 08/07/09
Nikoopour, Amir Cashier/ Bookstore/ SCC	Effective: 07/01/09 – 06/30/10
Ramirez, Leopoldo Cashier/ Bookstore/ SAC	Effective: 07/01/09 – 06/30/10
Romero, Jennifer Intermediate Clerk/ Auxiliary Services/ SAC	Effective: 07/01/09 – 08/21/09
Schatzlein, John Lifeguard, Exercise Science/ SAC	Effective: 07/01/09 – 06/30/10
Stone, Tammy Cashier/ Bookstore/ SCC	Effective: 07/01/09 – 06/30/10
Vega, Daniel Cashier/ Bookstore/ SCC	Effective: 07/01/09 – 06/30/10
Velasquez, Patricia District Safety Officer/ District	Effective: 07/01/09 – 06/30/10 Not to exceed 19 consecutive working days in any given period.
Wilksen, Gilbert Cashier/ Bookstore/ SCC	Effective: 07/01/09 – 06/30/10

MISCELLANEOUS POSITIONS

Bayati, Jenna Clerical Assistant I/ Auxiliary Services/ SAC	Effective: 08/17/09 – 09/18/09 01/25/10 – 02/26/10
Brite, Hadley Clerical Assistant I/ Auxiliary Services/ SCC	Effective: 08/17/09 – 09/18/09 01/25/10 – 02/26/10
Brown, Richard Business Expert Professional/ SBDC	Effective: 07/01/09 – 12/31/09

MISCELLANEOUS POSITIONS cont'd

Calderone, Rony
Sign Language Interpreter II/ Student
Services/ SAC
Effective: 07/01/09 – 06/30/10

Cena Revelo, Caroline
CDC Intern I/ School of Continuing Educ./
SAC
Effective: 07/01/09 – 06/30/10

Childs, Wendy
Sign Language Interpreter I/ Student
Services/ SAC
Effective: 07/01/09 – 06/30/10

Coute, Jennifer
Sign Language Interpreter I/ Student
Services/ SAC
Effective: 07/01/09- 06/30/10

DeGrood, Aaron
Sign Language Interpreter II/ Student
Services/ SAC
Effective: 07/01/09 – 06/30/10

DePetris, Gina
Sign Language Interpreter I/ Student
Services/ SAC
Effective: 07/01/09 – 06/30/10

Gibson, Johnny
Business Expert Professional/ SBDC
Effective: 07/01/09 – 12/31/09

Gibson, Johnny
Business Expert Professional/ IWE
Effective: 07/01/09 – 09/30/09

Gipple, Bonnie
Sign Language Interpreter I/ Student
Services/ SAC
Effective: 07/01/09 – 06/30/10

Hoitt, Linda
Business Expert Professional/ SBDC
Effective: 07/01/09 – 12/31/09

Hope, Cliff
Presenter I/ Special Services/ SAC
Effective: 07/01/09 – 06/30/10

Jacobs, Pilar
Business Expert Professional/ IWE
Effective: 07/01/09 – 09/30/09

MISCELLANEOUS POSITIONS cont'd

Larson, Sandon Sign Language Interpreter IV/ Student Services/ SAC	Effective: 07/01/09 – 06/30/10
Lemoi, Michelle Sign Language Interpreter II/ Student Services/ SAC	Effective: 07/01/09 – 06/30/10
Lin, Donna Presenter I/ Special Services/ SAC	Effective: 07/01/09 – 06/30/10
Mau, Adelaida Business Expert Professional/ IWE	Effective: 07/01/09 – 09/30/09
Maurici, Liliana CDC Intern III/ SAC	Effective: 07/01/09 – 06/30/10
McCallick, Mark Business Expert Professional/ SBDC	Effective: 07/01/09 – 12/31/09
McKelvey, Cordaro Clerical Assistant I/ Bookstore/ SCC	Effective: 07/28/09 – 09/25/09 12/07/09 – 12/18/09 01/04/10 – 03/19/10 05/24/10 – 06/30/10
Nguyen, Katie Business Expert Professional/ SBDC	Effective: 07/01/09 – 12/31/09
Ortiz, Consuelo Presenter II/ Talent Search/ SAC	Effective: 07/13/09 – 07/23/09
Otterbach, Denise Sign Language Interpreter I/ Student Services/ SAC	Effective: 07/01/09 – 06/30/10
Partridge, Robert Facility Planner II/ Facility Planning/ District	Effective: 07/01/09 – 12/31/09
Pastrana, Leo Presenter III/ Talent Search/ SAC	Effective: 07/13/09 – 07/23/09

Stipends Effective June 11 – July10, 2009 cont'd

Harriger, James	Amount: \$ 95.00
Levine, Renee	Amount: \$ 1,260.00
Munoz, Jayne	Amount: \$ 210.00
Nguyen, Phuong	Amount: \$ 135.72
Pratt, Allison	Amount: \$ 723.85
Rogers, Neal	Amount: \$ 96.40

Stipends Effective July 1 – July10, 2009

Buchanan, Carla	Amount: \$ 246.38
Conrad, Robert	Amount: \$ 384.19
Dumon, Dori	Amount: \$ 210.00
Frazier, Margaret	Amount: \$ 184.79
Harris, Karen	Amount: \$ 240.00
Krill, Lindsay	Amount: \$ 960.00
Lincke, Christy	Amount: \$ 349.04
Nolasco, Jeffrey	Amount: \$ 169.65
Roman, Carol	Amount: \$ 480.00

VOLUNTEERS

Ahern, Duncan Student/ IWE	Effective: 07/28/09 – 06/30/10
Contreras, Consuelo Non Student/ EOPS/ SAC	Effective: 07/28/09 – 06/30/10
Roys, Joyce Non Student/ Student Services/ SAC	Effective: 07/28/09 – 06/30/10

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST
2009/2010**

Alba, Yareiry Vanessa	Effective: 07/06/09-06/30/10
Arvizu, Bertha L.	Effective: 07/01/09-06/30/10
Bui, Tony Thien	Effective: 07/06/09-06/30/10
Casares, Rosario R.	Effective: 07/01/09-06/30/10
Chavez, Erika	Effective: 07/01/09-06/30/10
Escobar Cuaquira, Wilder Nils	Effective: 07/01/09-06/30/10
Flores, April	Effective: 07/06/09-06/30/10
Garcia, Luis Enrique	Effective: 07/08/09-06/30/10
Garcia, Paola Denise	Effective: 07/06/09-06/30/10
Gomez, Maria Julia	Effective: 07/01/09-06/30/10
Hernandez Reyes, Leticia	Effective: 07/01/09-06/30/10
Huynh, Nina Chi	Effective: 07/01/09-06/30/10
Lemus Vallejo, Cristina	Effective: 07/01/09-06/30/10
Lopez, Velma	Effective: 07/06/09-06/30/10
Martinez, Maribel	Effective: 07/01/09-06/30/10
Melesio, Elizabeth	Effective: 07/01/09-06/30/10
Naranjo, Yolanda	Effective: 07/01/09-06/30/10
Navarrete, Luz	Effective: 07/06/09-06/30/10
Padilla, Maria L.	Effective: 07/01/09-06/30/10
Pardo Ramirez, Ericka E.	Effective: 07/01/09-06/30/10
Peralta Velasquez, Lorena	Effective: 07/01/09-06/30/10
Quezada, Febe	Effective: 07/01/09-06/30/10
Rios, Desiree Nicole	Effective: 07/01/09-06/30/10
Rivas, Dina Lidia	Effective: 07/02/09-06/30/10
Silva, Carmen	Effective: 07/01/09-06/30/10
Steward, Jason M	Effective: 07/01/09-06/30/10
Viera Espinal, Sandra Marlene	Effective: 07/01/09-06/30/10

Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST

Arreguin, Marybel	Effective: 07/01/09-06/30/10
Ascencio, Jessica	Effective: 07/01/09-06/30/10
Avila, Gregorio	Effective: 07/01/09-06/30/10
Chavez, Jessica	Effective: 07/01/09-06/30/10
Clarke, Kate	Effective: 07/01/09-06/30/10
Cordoba, Susan	Effective: 06/22/09-06/30/09
Cordoba, Susan	Effective: 07/01/09-06/30/10
Custodio, Eliseo	Effective: 07/01/09-06/30/10
Endicott-Magdaleno, Bianca	Effective: 07/01/09-06/30/10
Ferrer, Marisol	Effective: 07/01/09-06/30/10
Flores, Terese	Effective: 07/01/09-06/30/10
Lopez, Patricia	Effective: 07/01/09-06/30/10
Marron, Adriana	Effective: 07/01/09-06/30/10
Mejia, Esmeralda	Effective: 07/01/09-06/30/10
McCoy, Christopher	Effective: 07/01/09-06/30/10
Ocegueda, Ayda	Effective: 07/01/09-06/30/10
Oliver, Veronica	Effective: 07/01/09-06/30/10
Oliver, Victoria	Effective: 07/01/09-06/30/10
Reid, Alix	Effective: 07/01/09-06/30/10
Reyes, Griselda	Effective: 07/01/09-06/30/10
Reyes, Sonia	Effective: 07/01/09-06/30/10
Rosales, Sara	Effective: 07/01/09-06/30/10
Santos, Donna Paola	Effective: 07/01/09-06/30/10
Trujillo Zavala, Raul Guillermo	Effective: 07/01/09-06/30/10

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Human Resources**

To:	Board of Trustees	Date: July 28, 2009
Re:	Agreement with Liebert Cassidy Whitmore for Management Training and Legal Services	
Action:	Request for Approval	

BACKGROUND

Since 1998 the District has been a member of the Southern California Community College District Employment Relations Consortium offered by the law firm of Liebert Cassidy Whitmore, which provides our management employees with six full days of training per year as outlined in the agreement. In addition, the District contracts with Liebert Cassidy Whitmore for general legal services on an as needed basis as outlined in the agreement.

ANALYSIS

Many of our management employees have attended these workshops at no additional expense and have found them to be helpful, educational and informative. The consortium is comprised of twenty (20) community college districts and for an annual fee of Two Thousand Five Hundred Dollars (\$2500.00), provides an economical and effective strategy to provide management training.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor to renew the agreement for the 2009/2010 fiscal year.

Fiscal Impact: Not to exceed \$50,000.	Board Date: July 27, 2009
Prepared by: Josie Rodriguez, Assistant to the Executive Vice Chancellor Human Resources and Educational Services	
Submitted by: John Didion, Executive Vice Chancellor Human Resources and Educational Services	
Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "Community College District," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Community College District has the need to secure expert training and consulting services to assist Community College District in its relations and negotiations with its employee organizations; and

WHEREAS Community College District has determined that no less than twenty-seven (27) Community College Districts in the Southern California area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Community College District and is willing to perform such services;

NOW, THEREFORE, Community College District and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2009, Attorney will provide the following services to Community College District (and the other aforesaid public agencies):

1. Six (6) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Community College District and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. A monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to Community College District for a fee of Two Thousand Five Hundred Dollars (\$2,500.00), payable in one payment prior to August 1, 2009. The fee, if paid after August 1, 2009 will be \$2,600.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by Community College District, make itself available to Community College District to provide representational, litigation, and other employment relations services. The Community College District will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Community College District.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00) per hour for attorney staff and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2009. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-seven (27) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2009.

Dated: 12-1-09

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By 

Dated: _____

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

By _____

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

BOARD MEMBERS (to be approved)

CCLC STUDENT TRUSTEE WORKSHOP
San Francisco, CA, August 14-15, 2009

1 Board Member
(Gloria Holguin)

ACCT ANNUAL LEADERSHIP CONGRESS
San Francisco, CA, October 5-11, 2009

1 Board Member
(Brian Conley)

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

To: Board of Trustees	Date: July 27, 2009
Re: Approval of OTA Agreement Amendment: InterHealth Corp., Presbyterian Intercommunity Hospital	
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 contract amendment for the Occupational Therapy Assistant program. The OTA Program will place no students at the site until after Board approval.

ANALYSIS

This clinical affiliation agreement amendment covers the College Code of Conduct. This agreement amendment has been reviewed by Interim Dean Bart Hoffman and college staff. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement amendment with InterHealth Corp., Presbyterian Intercommunity Hospital in Whittier, California.

Fiscal Impact: None	Board Date: July 27, 2009
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

COLLEGE CODE OF CONDUCT

InterHealth Corp., Presbyterian Intercommunity Hospital, or any of its related entities ("Organization") exists to provide healthcare services to members of the communities it serves. All of its assets are held in charitable trust for this purpose and belong to the community at large. In support of its charitable healthcare mission, Organization will only do business with Colleges who compliment Organization's charitable objectives and have a strong commitment to business ethics and agree to abide by Organization's College Code of Conduct. Not only do Organization's patients expect it to deliver the best healthcare services available, but they also expect Organization to conduct itself ethically and responsibly. It is essential that Organization's business partners also abide by this expectation reflecting a commitment to ethical business practices and regulatory compliance. Organization expects that its Colleges will share and embrace the letter and spirit of Organization's commitment to integrity. Organization understands that its Colleges are independent entities but acknowledges that Colleges' business practices and actions may impact Organization. Organization fully expects that all Colleges and their employees, agents, students and subcontractors adhere to Organization's College Code of Conduct while they are conducting business with or on behalf of Organization. All Colleges should educate their employees, subcontractors, students and agents in order to comply with this College Code of Conduct.

I. CODE OF CONDUCT

1.1. **General Ethical Standards.** Colleges will operate in full compliance with applicable laws, rules and regulations and shall at all times act in a legal, ethical and moral manner while doing business with Organization.

1.2. **Compliance with Laws, Rules and Regulations.** Organization strictly obeys the laws and regulations that govern its business. Organization is responsible for understanding applicable laws and regulations and for preventing, detecting and reporting instances of non-compliance. Every College must conduct itself at Organization and when acting on behalf of Organization in a manner which is in full compliance with all applicable laws, rules and regulations as well as with all applicable Organization policies.

1.3. **Health & Safety.** Organization strives to maintain a safe and healthy working environment and expects that its Colleges will also provide a safe and health environment for their employees and that Colleges will comply with all applicable environmental laws and regulations.

1.4. **Drugs and Alcohol.** Organization maintains a work environment free of drugs and alcohol. The use of drugs and alcohol can endanger lives and impact performance. The use, transfer, sale or possession of illegal drugs, alcohol or other controlled substances is prohibited.

1.5. Employment Practices and Expectations. Organization treats all of its employees with dignity and respect. Organization provides pay and benefits competitive within its business and the labor markets in which it operates and as consistent with individual performance. A diverse workforce is essential to Organization's business success. All Colleges are expected to respect and value the contributions that people of different characteristics, experiences and backgrounds offer. Colleges must promote a cooperative and productive work environment by supporting diversity of their workforce and commitment to providing equal employment opportunity to all qualified persons. Colleges must not unlawfully discriminate on any basis, including, but not limited to, race, color, sex, sexual orientation, religion, national origin, marital status, age, disability or veteran status. Colleges must not tolerate harassment in any form. Colleges shall comply with the Immigration Reform and Control Act of 1986 by employing only those persons authorized to work in the United States.

1.6. Conflicts of Interest. Organization's directors, officers and employees have an obligation to promote the best interests of Organization at all times. Colleges must avoid any action which may involve a conflict of interest with Organization. Conflicts of interests can exist due to personal relationships, relationships with family, other Colleges, customers or friends, competing with or having an interest in an enterprise that competes with Organization. Gifts and entertainment may be perceived as to create the appearance of a conflict of interest. Where conflicts of interest arise, Colleges must provide full disclosure of the circumstances to Organization.

1.7. Gifts and Entertainment. Organization does not accept gifts or business favors. Normal business lunches are permitted. Dinners, entertainment and trips may only be accepted when they have a definite business purpose and must first be approved by an Organization official. Organization encourages professional relationships with its Colleges and expects them to understand, respect and cooperate with this policy.

1.8. Federal False Claims Act. Congress has enacted the False Claims Act ("Act") to prevent and detect fraud, waste, and abuse in government spending. The Act prohibits a party from filing a false or fraudulent claim for payment by the government or government funded programs like Medicare or Medi-Cal. All Colleges are required to report concerns to Organization management or directly to the Organization Corporate Compliance Officer. Civil penalties for submitting false claims are currently \$5,000 to \$10,000 per claim, plus treble damages. Criminal penalties are up to \$25,000 and/or five (5) years in prison. The Act provides that an individual who is aware that the government is being defrauded can share that information with the government. If the government recovers money, the individual generally receives a portion of the recovered funds.

1.9. Billing and Coding Integrity. All Colleges who engage in billing and coding activities shall provide such services in an accurate and truthful manner. In particular, Colleges will adhere to the following: Colleges will only charge and submit for payment or

reimbursement, claims for services actually rendered that are properly documented. Colleges shall provide an itemized statement of services and charges including the date of service. Colleges will not knowingly submit any claim for payment or reimbursement that is false, fraudulent, or fictitious. Colleges shall take prompt steps to alert appropriate management, Human Resources, or the Compliance Officer if inaccuracies are discovered in claims that have been submitted for reimbursement. Colleges will promptly refund any money received that is not owed. Colleges will take steps to promptly resolve conflicts regarding their billings. Colleges will not knowingly charge or file a claim for services that were not rendered or were not rendered as described in the medical record. Colleges shall take prompt steps to notify the payor and correct the bill if material inaccuracies are discovered in claims that have been submitted.

1.10. Antitrust Laws. The antitrust and competition laws of the United States and California are designed to preserve and protect competition in goods and services. Every College must comply with applicable antitrust and competition laws.

1.11. Keep Accurate and Complete Records. It is essential that Organization maintain accurate information in all of its business affairs. It is equally essential that every College accurately and clearly report the relevant facts and true nature of any transaction. Any College that contributes to a medical record must provide accurate documentation and never alter or destroy anything that is part of the official medical record. All medical records and business documents must be maintained in accordance with state and federal law.

1.12. Reasonable Compensation. All of Organization's assets are impressed with a charitable trust as Organization is a tax-exempt non-profit organization. Organization is prohibited from paying in excess of fair and reasonable compensation to any College for goods and services.

1.13. Confidentiality. Organization is entrusted with confidential information concerning its business and its patients. Colleges must recognize that such information is the property of Organization. Furthermore, if Colleges receive protected health information in the performance of their obligations with Organization, Colleges shall at all times comply with all Healthcare Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") privacy laws. Any College receiving protected health information shall first execute and comply with Organization's HIPAA Business Associate Agreement to ensure the confidentiality and security of protected health information.

1.14. Reporting Problems and Concerns. Positive relations and morale can best be achieved and maintained in a working environment where ongoing and open communication exists among Organization management and personnel with outside Colleges. This includes candid discussions of problems and concerns. Colleges must report potential violations of laws, regulations, ethics, policies or procedures or this Code of Conduct. Initially,

Colleges should contact the department management to whom they relate to voice their concerns. If concerns remain unsolved, Colleges are expected to raise the issues with individuals at the next management level, the Corporate Compliance Officer, and up to and including the highest level of management.

1.15 Required Disclosures. As applicable, College (which term shall include a principal, student, employee, or independent contractor of College) shall notify Organization in writing within three (3) days after any of the following events occurs: (i) the license(s) of any Vendor, including any physician or healthcare provider associated with Vendor to practice medicine or perform services in the State or any other jurisdiction, lapses or is denied, suspended, revoked, terminated, relinquished or made subject to terms of probation or other restriction; (ii) the medical staff membership(s) and/or privileges of any Vendor, Vendor physician or healthcare provider at any health care facility are denied, suspended, revoked, terminated, voluntarily relinquished (under threat of disciplinary action) or made subject to terms of probation or other restriction; (iii) any Vendor or Vendor physician or healthcare provider is required to pay damages in any malpractice action by way of judgment or settlement; (iv) any Vendor and/or Vendor physician becomes the subject of an investigatory, disciplinary or other proceeding before any government, professional, licensing board, medical staff or peer review body; (v) drug Enforcement Agency number of Vendor or any physician or healthcare provider associated with Vendor is revoked, suspended, terminated, relinquished, placed on terms of probation or restricted in any way; (vi) an event occurs that substantially interrupts all or a portion of any Vendor's business or that materially, adversely affects Vendor's ability to perform its obligations hereunder; or (vii) the conviction of Vendor or any physician or healthcare provider associated with Vendor of a criminal offense related to healthcare or any listing of Vendor, or any physician or healthcare provider associated with Vendor by a federal agency as being debarred, excluded or otherwise ineligible for federal program participation.

1.16. Organization Compliance Hotline. Under usual circumstances, Colleges are encouraged to report their concerns to the Compliance Officer. Organization has initiated a hotline for this purpose. Colleges can trust the confidentiality of the Hotline. To reach the hotline, call (866) 368-1901. The hotline is available 24 hours a day 7 days a week with the exception of 7 National Holidays. Requests for information or action will be handled promptly and professionally. All calls will remain confidential to the extent permitted by law unless the caller and Organization agree otherwise. Callers may remain anonymous. Understand, however, that there are circumstances when Organization may not be able to research a situation unless the identity of the caller is known. Organization will protect the privacy of any individuals alleged of wrongdoing when appropriate. As such, Organization may not be able to reveal any specific action taken against other individuals. Calls to the Hotline will not be traced or recorded. The Hotline is not intended as a vehicle to address normal contract concerns or issues.

1.17. Organization Administration and Contact Information.

Corporate Compliance Officer

Anup Patel
698-0811 Ext. 2818

Compliance "Hotline"

1-866-368-1901

1.18. Compliance. Colleges must comply with this Code of Conduct as a condition of doing business with Organization. Failure to comply may be sufficient cause for Organization to terminate its relationship. Please confirm your agreement with this Code of Conduct by executing a copy below.

Date: _____

"COLLEGE"

Rancho Santiago Community College District *EPH*

By: _____

Name: Peter J. Hardash

Title: Vice Chancellor, Business Operations
& Fiscal Services

Address:

Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706-3398
Phone: (714) 564-6833
Fax: (714) 564-6158
e-mail: vu_victoria@sac.edu

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of Renewal of OTA Agreement – Coastal Communities Hospital	
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 renewal agreement for the Occupational Therapy Assistant program. The OTA Program will place no students at the site until after Board approval.

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for two (2) years or until termination by written notice of either party. The agreement has been reviewed by Interim Dean Bart Hoffman and college staff. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Coastal Communities Hospital in Santa Ana, California.

Fiscal Impact:	None	Board Date: July 27, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("Agreement") is made and entered into as of the later of June 1, 2009, or the execution of the Agreement by both parties (the "Effective Date") between Coastal Communities Hospital, Inc., a California corporation doing business as Coastal Communities Hospital ("Hospital") and Rancho Santiago Community College District on behalf of Santa Ana College ("District").

RECITALS:

A. District offers to enrolled students a degree program in the field of Occupational Therapy Assistant.

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

C. District 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 District for such purposes.

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

1. RESPONSIBILITIES OF DISTRICT.

a. **Clinical Program.** District shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), 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 District and Hospital.

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

b. **Student Statements.** District 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.** District 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 six 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, negative drug screening, physical examination, evidence of immunity from rubella, measles and chicken pox, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). District 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.** District shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by District. 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 District shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. District shall have a specially designated staff for the performance of the services specified herein. District 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 District as may be in effect from time to time. Neither District nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** District 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. District'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 view a videotape regarding patient information privacy practices. School shall maintain training records ("Training Records") for a minimum of six years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that received training regarding patient information privacy practices. Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Criminal Background Verifications.** District acknowledges that each student shall be required to submit to a criminal background check as a condition of participation in the Program and shall assist Hospital as reasonably requested to assure the timely completion of this review. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable criminal history.

2. RESPONSIBILITIES OF HOSPITAL.

a. Hospital shall accept the students assigned to the Program by District and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by District and Hospital, to observe and assist in various aspects of acute patient care. Hospital shall coordinate District'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 District, Hospital shall assist District in the evaluation of each Program Participant's performance in the Program. However, District 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 District.

b. Any courtesy appointments to faculty or staff by either the District 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 District 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 District 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 District 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. District 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, sexual orientation, 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.** District recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, District and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. District agrees that neither District

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 District'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 District'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), neither District 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 District.

c. **Patient Information.** Neither District 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 District 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. District 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, District 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.

d. **Privacy of Health Information.** District 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. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, 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 District 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 District 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 District or its faculty, employees, agents or representatives for District's use in evaluating the student.

District, 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. District 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. District will promptly report to Hospital any uses or disclosures, of which District or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that District contracts with any agents or independent contractors to whom District provides Protected Health Information, District shall include provisions in such agreements pursuant to which District and such agents or independent contractors agree to the same restrictions and conditions that apply to District with respect to Protected Health Information. District 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 District or a Program Participant, District 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 District or a Program Participant, then District 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, District or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in District's or Program Participant's possession.

If District 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 District or the Program Participant shall within five days forward the request to Hospital. District shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of District's disclosures. If Hospital determines that the request is a request for an accounting of District's disclosures and District is a Covered Entity (as defined in 45 C.F.R. § 160.103), then District 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 District and Program Participants shall within 10 days forward any information in District'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 District or Hospital by virtue of this Subsection.

e. **Audit.** District shall, within five business days of a written request from Hospital, make available during normal business hours at District or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine District's compliance with this Section 7. If Hospital discovers any violation of this Section 7, District 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. District 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. District 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 District 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. District 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 District 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 District 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. District 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. District 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. District 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 District 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 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 District 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 initial term of this Agreement shall be two (2) years, commencing on the Effective Date.

b. **Termination.** 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, District shall and shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by District or Program Participants on behalf of Hospital, and which District 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.

d. **Termination During the First Twelve Months of the Initial Term.** In the event this Agreement is terminated during the first twelve months of the Initial Term, the parties shall be prohibited from entering into the same arrangement with each other until after the expiration of the first 12 months of the Initial Term. The provisions of this Subsection shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

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.** District shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys' fees, resulting from a breach of Subsection 7.d. by District, Program Participants, District's agents or subcontractors. 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 provision of this Article does 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.

13. **ARBITRATION.** In the event of any dispute arising out of or relating to this Agreement, then such dispute shall be resolved solely and exclusively by confidential binding arbitration with the Orange County branch of JAMS ("JAMS") to be governed by JAMS' Commercial Rules of Arbitration in effect at the time of the commencement of the arbitration (the "JAMS Rules") and heard before one arbitrator. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Each party shall bear its own attorneys' fees, expert witness fees, and costs incurred in connection with any arbitration.

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.** District 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 District, 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 District 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 District: Santa Ana College
1530 West 17th St.
Santa Ana, CA 92706
Attn: Vicky Vu

With a Copy To: Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
Attn: Vice Chancellor
Business Operations/Fiscal Service

If to Hospital: Coastal Communities Hospital
2701 S. Bristol St.
Santa Ana, CA 92704
Attn: Chief Executive Officer

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

20. **MASTER LIST OF CONTRACTS.** Hospital shall maintain a master list of contracts that is maintained and updated centrally and is available for review by the Secretary of the United States Department of Health and Human Services upon request.

[THIS SECTION LEFT BLANK INTENTIONALLY - SIGNATURE ON NEXT PAGE]

**COASTAL COMMUNITIES HOSPITAL, INC.
A CALIFORNIA CORPORATION D/B/A
COASTAL COMMUNITIES HOSPITAL**

By: _____
Name: Craig G. Myers
Title: Chief Executive Officer
Date: _____

**RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT**

BBK

By: _____

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of Coastal Communities Hospital ("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 operated by _____ ("District") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between _____ ("District") and Coastal Communities Hospital ("Hospital"), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the District and Hospital. The undersigned further acknowledges that he or she has viewed a videotape regarding Hospital's patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital's and District's privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

Program Participant

Witness

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College School of Continued Education

To:	Board of Trustees	July 27, 2009
Re:	Approval of Memorandum of Understanding with First Presbyterian Church	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to enter into a partnership with First Presbyterian Church to offer English as a Second Language, Family Literacy, Parent Education, Adult Basic Education, Citizenship, and computer courses at their facility located at 600 N. Main Street, Santa Ana, CA 92701. This Agreement has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve this memorandum of understanding with First Presbyterian Church in Santa Ana, California.

Fiscal Impact:	\$3.50/ instructional hour up to 3,000 hours/ fiscal year.	Board Date: July 27, 2009
Prepared by:	Ed Ripley, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services, SAC, SCE	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING
Between
Rancho Santiago Community College District
And
First Presbyterian Church

THIS AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") is entered into the 6th day of July, 2009, by and between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and First Presbyterian Church, in consideration of the mutual promises set forth below.

1. **Description of Services;** The College engages First Presbyterian Church to provide, and First Presbyterian Church agrees to provide, the services to the College which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. First Presbyterian Church agrees to obtain the written approval of the College prior to commencement of any new projects or services beyond the scope of this Agreement.

2. **Term.** The term of this Agreement shall commence on July 6, 2009, and continue for five (5) years, as described in Appendix A.

3. **Compensation.** First Presbyterian Church shall be compensated by College at the rate of \$3.50 per class hour for a maximum of 3,500 hours per fiscal year.

4. **Ownership.** Upon payment for Services rendered and expenses incurred, source code documentation and training materials relating to the Services shall become the property of College.

5. **Authority.** First Presbyterian Church shall have no authority to bind, obligate or commit College by any promise or representation without the prior written approval of College.

6. **Taxes.** First Presbyterian Church shall be responsible for and payment of all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. First Presbyterian Church shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes, Social Security taxes, and worker's compensation premiums for college employees.

7. Termination of Agreement.

a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Appendix A, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other thirty (30) calendar days written notice.

b. Termination of this Agreement by College, requires that First Presbyterian Church will return College's papers and property promptly upon receipt of payment for outstanding fees and costs. Termination of this agreement will not affect College's responsibility for payment of Services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.

8. Confidentiality. In consideration of this Agreement with College, First Presbyterian Church agrees to the following conditions relating specifically to College's confidential information (as defined below):

a. Confidential information includes, but is not limited to, all proprietary information of College such as trade secrets, designs, drawings, specifications, computer programs, support materials, information regarding College's students, business operations and plans, or other records concerning College's finances, contracts, services, or personnel.

b. First Presbyterian Church shall respect the confidences of College and shall not at any time, during or after its relationship with College, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any confidential information that has been obtained as a result of the relationship with College.

c. First Presbyterian Church shall take such steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior written consent of College. First Presbyterian Church agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.

d. This Agreement not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of its own. First Presbyterian Church will report to College any and all unauthorized disclosures or uses of confidential information.

e. The following information of College shall not be considered confidential information for purposes of this Agreement: (1) information known by First Presbyterian Church at time of acknowledgement; or (2) information lawfully obtainable from other sources.

9. Limitation of Liability. Neither party will be liable for any incidental, indirect, special or consequential damages arising out of or in connection with the services provided by First Presbyterian Church even if a party has been advised of the possibility of such damages. First Presbyterian Church's total liability arising out of, or in connection with, any event or series of connected events occurring in connection with the services of this Agreement shall not exceed the amount of fees paid under this Agreement.

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

11. Entire Agreement. This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

12. Notices. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.

13. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

14. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

16. Survival. The representations, warranties, covenants, and agreements of the parties to this Agreement shall survive termination of this Agreement.

SAC-09-040

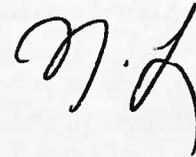
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COLLEGE

Signature:

Date:

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



FIRST PRESBYTERIAN CHURCH

Signature:

Date:

Alice Stauffer, President
First Presbyterian Church
600 North Main Street
Santa Ana, CA 92701
(714) 542-7253

APPENDIX A

Santa Ana College School of Continuing Education is supportive of activities that promote the wellbeing, educational achievement, and social adjustments of individuals and families in our community. It is agreed that the College will provide instructors as an in-kind contribution. Santa Ana College School of Continuing Education will hire the instructors according to its existing policies and procedures. It will evaluate the instructors at regular intervals and add additional classes as needed.

As part of this partnership, Santa Ana College School of Continuing Education will provide the following in-kind services for First Presbyterian Church:

- English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes.
- Agree to modify or terminate service contract at request of either party.

First Presbyterian Church will provide the use of their facilities to Santa Ana College School of Continuing Education for the agreed upon rate of \$3.50 for instructional hour up to 3,000 hours a fiscal year.

This Agreement is to be effective July 6, 2009, for a maximum of five (5) years, and to continue until terminated by either party at will or without cause, upon thirty (30) days prior written notice. This Agreement may be reviewed at the request of either party.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College School of Continued Education

To:	Board of Trustees	July 27, 2009
Re:	Approval of Memorandum of Understanding with El Sol Academy	
Action:	Request for Approval	

BACKGROUND

El Sol Academy is a charter school which in collaboration with the Merage Foundation provides a variety of social services to parents and other community members in Santa Ana.

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to enter into a partnership with El Sol Academy to offer English as a Second Language, Family Literacy, Parent Education, Adult Basic Education, Citizenship, and computer courses at their facility located at 1010 N. Broadway, Santa Ana, CA 92701. This Agreement has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve this memorandum of understanding with El Sol Academy, in Santa Ana, California.

Fiscal Impact:	\$3.50/ instructional hour up to 9,000 hours/ fiscal year.	Board Date: July 27, 2009
Prepared by:	Ed Ripley, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services, SAC, SCE	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING
Between
Rancho Santiago Community College District
And
El Sol Academy

THIS AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") is entered into the 6th day of July 2009 by and between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and El Sol Academy, in consideration of the mutual promises set forth below.

1. **Description of Services.** The College engages El Sol Academy to provide, and El Sol Academy agrees to provide, the services to the College which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. El Sol Academy agrees to obtain the written approval of the College prior to commencement of any new projects or services beyond the scope of this Agreement.

2. **Term.** The term of this Agreement shall commence on July 6, 2009, and continue for five (5) years, as described in Appendix A.

3. **Compensation.** El Sol Academy shall be compensated by College at the rate of \$3.50 per class hour for a maximum of 9,000 hours per fiscal year.

4. **Ownership.** Upon payment for Services rendered and expenses incurred, source code documentation and training materials relating to the Services shall become the property of College.

5. **Authority.** El Sol Academy shall have no authority to bind, obligate or commit College by any promise or representation without the prior written approval of College.

6. **Taxes.** El Sol Academy shall be responsible for and payment of all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. El Sol Academy shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes, Social Security taxes, and worker's compensation premiums for college employees.

7. Termination of Agreement.

a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Appendix A, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other thirty (30) calendar days written notice.

b. Termination of this Agreement by College, requires that El Sol Academy will return College's papers and property promptly upon receipt of payment for outstanding fees and costs. Termination of this agreement will not affect College's responsibility for payment of Services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.

8. Confidentiality. In consideration of this agreement with College, El Sol Academy agrees to the following conditions relating specifically to College's confidential information (as defined below):

a. Confidential information includes, but is not limited to, all proprietary information of College such as trade secrets, designs, drawings, specifications, computer programs, support materials, information regarding College's students, business operations and plans, or other records concerning College's finances, contracts, services or personnel.

b. El Sol Academy shall respect the confidences of College and shall not at any time, during or after its relationship with College, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any confidential information that has been obtained as a result of the relationship with College.

c. El Sol Academy shall take such steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior written consent of College. El Sol Academy agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.

d. This Agreement not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of its own. El Sol Academy will report to College any and all unauthorized disclosures or uses of confidential information.

e. The following information of College shall not be considered confidential information for purposes of this Agreement: (1) information known by El Sol Academy at time of acknowledgement; or (2) information lawfully obtainable from other sources.

9. Limitation of Liability. Neither party will be liable for any incidental, indirect, special or consequential damages arising out of or in connection with the services provided by El Sol Academy even if a party has been advised of the possibility of such damages. El Sol Academy's total liability arising out of, or in connection with, any event or series of connected events occurring in connection with the services of this Agreement shall not exceed the amount of fees paid under this Agreement.

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

11. Entire Agreement. This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

12. Notices. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.

13. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

14. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

16. Survival. The representations, warranties, covenants, and agreements of the parties to this Agreement shall survive termination of this Agreement.

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

COLLEGE

Signature:

Date:

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

P. J. Hardash

EL SOL ACADEMY

Signature:

Date:

Monique Daviss, Executive Director
El Sol Science and Arts Academy
1010 N. Broadway
Santa Ana, CA 92701
(714) 543-0023

APPENDIX A

Santa Ana College School of Continuing Education is supportive of activities that promote the wellbeing, educational achievement, and social adjustments of individuals and families in our community. It is agreed that the College will provide instructors as an in-kind contribution. Santa Ana College School of Continuing Education will hire the instructors according to its existing policies and procedures. It will evaluate the instructors at regular intervals and add additional classes as needed.

As part of this partnership, Santa Ana College School of Continuing Education will provide the following in-kind services for El Sol Academy:

- English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes.
- Agree to modify or terminate service contract at request of either party.

El Sol Academy will provide the use of their facilities to Santa Ana College School of Continuing Education for the agreed upon rate of \$3.50 for instructional hour up to 9,000 hours a fiscal year.

This Agreement is to be effective July 6, 2009, for a maximum of five (5) years, and to continue until terminated by either party at will or without cause, upon thirty (30) days prior written notice. This Agreement may be reviewed at the request of either party.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College School of Continuing Education

To:	Board of Trustees	July 27, 2009
Re:	Approval of Memorandum of Understanding with Santa Ana Public Library	
Action:	Request for Approval	

BACKGROUND

Santa Ana Public Library is a nonprofit organization which provides a wide variety of community services to needy families in central Santa Ana.

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education will enter into a partnership with Santa Ana Public Library to offer English as a Second Language (ESL), Family Literacy, Parent Education, Adult Basic Education, Citizenship, and computer classes at their facility located at 26 Civic Center Plaza, Santa Ana, California 92702. There is no facility rental fee for the use of these facilities. This agreement has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve the memorandum of understanding with Santa Ana Public Library in Santa Ana, California.

Fiscal Impact:	None	Board Date: July 27, 2009
Prepared by:	Ed Ripley, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services, SAC, SCE	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING
Between
Rancho Santiago Community College District
And
Santa Ana Public Library

THIS AGREEMENT FOR PROFESSIONAL SERVICES, (hereinafter called "Agreement") is entered into the 6th day of July 2009 by and between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and Santa Ana Public Library, in consideration of the mutual promises set forth below.

1. Description of Services: The College engages Santa Ana Public Library to provide, and Santa Ana Public Library agrees to provide, the services to the College which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. Santa Ana Public Library agrees to obtain the written approval of the College prior to commencement of any new projects or services beyond the scope of this Agreement.

2. Term. The term of this agreement shall commence July 6, 2009, and continue for five (5) years as described in Appendix A.

3. Compensation. Santa Ana Public Library shall not be compensated by College for the use of their facilities.

4. Ownership. Source code documentation and training materials relating to the Services shall become the property of College.

5. Authority. Santa Ana Public Library shall have no authority to bind, obligate or commit College by any promise or representation without the prior written approval of College.

6. Taxes. Santa Ana Public Library shall be responsible for and payment of all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. Santa Ana Public Library shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes, Social Security taxes, and worker's compensation premiums for college employees.

7. Termination of Agreement.

a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Appendix A, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other thirty (30) calendar days written notice.

b. Termination of this Agreement by College, require that Santa Ana Public Library return College's papers and property promptly upon receipt of payment for outstanding fees and costs. Termination of this agreement will not affect College's responsibility for payment of services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.

8. Confidentiality. In consideration of this Agreement with College, Santa Ana Public Library agrees to the following conditions relating specifically to College's confidential information (as defined below):

a. Confidential information includes, but is not limited to, all proprietary information of College such as trade secrets, designs, drawings, specifications, computer programs, support materials, information regarding College's students, business operations and plans, or other records concerning College's finances, contracts, services, or personnel.

b. Santa Ana Public Library shall respect the confidences of College and shall not at any time, during or after its relationship with College, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any confidential information that has been obtained as a result of the relationship with College.

c. Santa Ana Public Library shall take steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior written consent of College. Santa Ana Public Library agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.

d. This Agreement not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of its own. Santa Ana Public Library will report to College any and all unauthorized disclosures or uses of confidential information.

e. The following information of College shall not be considered confidential information for purposes of this Agreement: (1) information known by Santa Ana Public Library at time of acknowledgement; or (2) information lawfully obtainable from other sources.

9. Limitation of Liability. Neither party will be liable for any incidental, indirect, special or consequential damages arising out of or in connection with the services provided by Santa Ana Public Library even if a party has been advised of the possibility of such damages.

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

11. Entire Agreement. This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

12. Notices. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this section or by other form of notice agreed to by the parties.

13. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

14. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

16. Survival. The representations, warranties, covenants, and agreements of the parties to this Agreement shall survive termination of this Agreement.

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

COLLEGE

Signature:

Date:

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

M.P.

SANTA ANA PUBLIC LIBRARY

Signature:

Date:

Heather Folmar
Supervising Librarian – Adult Services
Santa Ana Public Library
City of Santa Ana
26 Civic Center Plaza M-75
P.O. Box 1988
Santa Ana, CA 92702
(714) 647-5296

APPENDIX A

Santa Ana College School of Continuing Education is supportive of activities that promote the wellbeing, educational achievement, and social adjustments of individuals and families in our community. It is agreed that the College will provide instructors as an in-kind contribution. Santa Ana College School of Continuing Education will hire the instructors according to its existing policies and procedures. It will evaluate the instructors at regular intervals and add additional classes as needed.

As part of this partnership, Santa Ana College School of Continuing Education will provide the following in-kind services for Santa Ana Public Library:

- English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes.
- Agree to modify or terminate service contract at request of either party.

Santa Ana Public Library will provide the use of their facilities to Santa Ana College School of Continuing Education at no charge to the College.

This Agreement is to be effective July 6, 2009, for a maximum of five (5) years, and to continue until terminated by either party with or without cause, upon thirty (30) days prior written notice. This Agreement may be reviewed at the request of either party.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College School of Continued Education

To:	Board of Trustees	July 27, 2009
Re:	Approval of Memorandum of Understanding with First United Methodist Church	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to enter into a partnership with First United Methodist Church to offer English as a Second Language courses at their facility located at 609 N. Spurgeon St, Santa Ana, CA 92701. This Agreement has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve this memorandum of understanding with First United Methodist Church in Santa Ana, California.

Fiscal Impact:	\$3.50/ instructional hour up to 2,000 hours/ fiscal year.	Board Date: July 27, 2009
Prepared by:	Ed Ripley, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services, SAC, SCE	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING
Between
Rancho Santiago Community College District
And
First United Methodist Church

THIS AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") is entered into the 31st day of August, 2009, by and between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and First United Methodist Church, in consideration of the mutual promises set forth below.

1. Description of Services; The College engages First United Methodist Church to provide, and First United Methodist Church agrees to provide, the services to the College which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. First United Methodist Church agrees to obtain the written approval of the College prior to commencement of any new projects or services beyond the scope of this Agreement.

2. Term. The term of this Agreement shall commence on August 31, 2009, and continue for five (5) years, as described in Appendix A.

3. Compensation. First United Methodist Church shall be compensated by College at the rate of \$3.50 per class hour for a maximum of 2,000 hours per fiscal year.

4. Ownership. Upon payment for Services rendered and expenses incurred, source code documentation and training materials relating to the Services shall become the property of College.

5. Authority. First United Methodist Church shall have no authority to bind, obligate or commit College by any promise or representation without the prior written approval of College.

6. Taxes. First United Methodist Church shall be responsible for and payment of all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. First United Methodist Church shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes, Social Security taxes, and worker's compensation premiums for college employees.

7. Termination of Agreement.

a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Appendix A, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other thirty (30) calendar days written notice.

b. Termination of this Agreement by College requires that First United Methodist Church will return College's papers and property promptly upon receipt of payment for outstanding fees and costs. Termination of this agreement will not affect College's responsibility for payment of Services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.

8. Confidentiality. In consideration of this agreement with College, First United Methodist Church agrees to the following conditions relating specifically to College's confidential information (as defined below):

a. Confidential information includes, but is not limited to, all proprietary information of College such as trade secrets, designs, drawings, specifications, computer programs, support materials, information regarding College's students, business operations and plans, or other records concerning College's finances, contracts, services or personnel.

b. First United Methodist Church shall respect the confidences of College and shall not at any time, during or after its relationship with College, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any confidential information that has been obtained as a result of the relationship with College.

c. First United Methodist Church shall take such steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior written consent of College. First United Methodist Church agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.

d. This Agreement not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of its own. First United Methodist Church will report to College any and all unauthorized disclosures or uses of confidential information.

e. The following information of College shall not be considered confidential information for purposes of this Agreement: (1) information known by First United Methodist Church at time of acknowledgement; or (2) information lawfully obtainable from other sources.

9. Limitation of Liability. Neither party will be liable for any incidental, indirect, special or consequential damages arising out of or in connection with the services provided by First United Methodist Church even if a party has been advised of the possibility of such damages. First United Methodist Church's total liability arising out of, or in connection with, any event or series of connected events occurring in connection with the services of this Agreement shall not exceed the amount of fees paid under this Agreement.

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

11. Entire Agreement. This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

12. Notices. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.

13. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

14. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

16. Survival. The representations, warranties, covenants, and agreements of the parties to this Agreement shall survive termination of this Agreement.

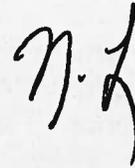
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COLLEGE

Signature:

Date:

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



FIRST UNITED METHODIST CHURCH

Signature:

Date:

Reverend Dr. David M. Jamir, Senior Pastor
609 N. Spurgeon Street
Santa Ana, CA 92701
(714) 542-2219

SAC-09-043

APPENDIX A

Santa Ana College School of Continuing Education is supportive of activities that promote the wellbeing, educational achievement, and social adjustments of individuals and families in our community. It is agreed that the College will provide instructors as an in-kind contribution. Santa Ana College School of Continuing Education will hire the instructors according to its existing policies and procedures. It will evaluate the instructors at regular intervals and add additional classes as needed.

As part of this partnership, Santa Ana College School of Continuing Education will provide the following in-kind services for First United Methodist Church:

- English as a Second Language.
- Agree to modify or terminate service contract at request of either party.

First United Methodist Church will provide the use of their facilities to Santa Ana College School of Continuing Education for the agreed upon rate of \$3.50 for instructional hour up to 2,000 hours a fiscal year.

This Agreement is to be effective August 31, 2009, for a maximum of five (5) years, and to continue until terminated by either party with or without cause, upon thirty (30) days prior written notice. This Agreement may be reviewed at the request of either party.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College School of Continued Education

To:	Board of Trustees	July 27, 2009
Re:	Approval of Memorandum of Understanding with Salvation Army	
Action:	Request for Approval	

BACKGROUND

Salvation Army is a nonprofit organization which provides a wide variety of community services to needy families in central Santa Ana.

ANALYSIS

Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education proposes to enter into a partnership with Salvation Army to offer English as a Second Language, Family Literacy, Parent Education, Adult Basic Education, Citizenship, and computer courses at their facility located at 1710 W. Edinger, Santa Ana, CA 92704. This Agreement has been reviewed by college staff and accepted by program leaders from both institutions.

RECOMMENDATION

It is recommended that the Board of Trustees approve this memorandum of understanding with Salvation Army in Santa Ana, California.

Fiscal Impact:	\$3.50/instructional hour up to 1,500 hours/fiscal year. Board Date: July 27, 2009	
Prepared by:	Ed Ripley, Vice President, SAC School of Continuing Education Nilo Lipiz, Dean of Instruction and Student Services, SAC, SCE	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr. Ed.D., Chancellor, RSCCD	

MEMORANDUM OF UNDERSTANDING
Between
Rancho Santiago Community College District
And
Salvation Army

THIS AGREEMENT FOR PROFESSIONAL SERVICES (hereinafter "Agreement") is entered into the 6th day of July 2009 by and between Rancho Santiago Community College District on behalf of Santa Ana College School of Continuing Education (hereinafter called "College") and Salvation Army, in consideration of the mutual promises set forth below.

1. Description of Services. The College engages Salvation Army to provide, and Salvation Army agrees to provide, the services to the College which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. Salvation Army agrees to obtain the written approval of the College prior to commencement of any new projects or services beyond the scope of this Agreement.

2. Term. The term of this Agreement shall commence on July 6, 2009, and continue for five (5) years, as described in Appendix A.

3. Compensation. Salvation Army shall be compensated by College at the rate of \$3.50 per class hour for a maximum of 1,500 hours per fiscal year.

4. Ownership. Upon payment for Services rendered and expenses incurred, source code documentation and training materials relating to the Services shall become the property of College.

5. Authority. Salvation Army shall have no authority to bind, obligate or commit College by any promise or representation without the prior written approval of College.

6. Taxes. Salvation Army shall be responsible for and payment of all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. Salvation Army shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes, Social Security taxes, and worker's compensation premiums for college employees.

7. Termination of Agreement.

a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Appendix A, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other thirty (30) calendar days written notice.

b. Termination of this Agreement by College, requires that Salvation Army will return College's papers and property promptly upon receipt of payment for outstanding fees and costs. Termination of this agreement will not affect College's responsibility for payment of Services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.

8. Confidentiality. In consideration of this agreement with College, Salvation Army agrees to the following conditions relating specifically to College's confidential information (as defined below):

a. Confidential information includes, but is not limited to, all proprietary information of College such as trade secrets, designs, drawings, specifications, computer programs, support materials, information regarding College's students, business operations and plans, or other records concerning College's finances, contracts, services or personnel.

b. Salvation Army shall respect the confidences of College and shall not at any time, during or after its relationship with College, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any confidential information that has been obtained as a result of the relationship with College.

c. Salvation Army shall take such steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior written consent of College. Salvation Army agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.

d. This Agreement not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of its own. Salvation Army will report to College any and all unauthorized disclosures or uses of confidential information.

e. The following information of College shall not be considered confidential information for purposes of this Agreement: (1) information known by Salvation Army at time of acknowledgement; or (2) information lawfully obtainable from other sources.

9. Limitation of Liability. Neither party will be liable for any incidental, indirect, special or consequential damages arising out of or in connection with the services provided by Salvation Army even if a party has been advised of the possibility of such damages. Salvation Army's total liability arising out of, or in connection with, any event or series of connected events occurring in connection with the services of this Agreement shall not exceed the amount of fees paid under this Agreement.

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

11. Entire Agreement. This document contains the entire Agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

12. Notices. Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by either party to the other pursuant to this Section or by other form of notice agreed to by the parties.

13. Severability. If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

14. Attorney's Fees. In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

16. Survival. The representations, warranties, covenants, and agreements of the parties to this Agreement shall survive termination of this Agreement.

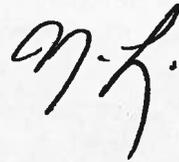
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COLLEGE

Signature:

Date:

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



SALVATION ARMY

Signature:

Date:

Lex Giron, Captain
Santa Ana Temple Corps
1710 W. Edinger Avenue
Santa Ana, CA 92704

APPENDIX A

Santa Ana College School of Continuing Education is supportive of activities that promote the wellbeing, educational achievement, and social adjustments of individuals and families in our community. It is agreed that the College will provide instructors as an in-kind contribution. Santa Ana College School of Continuing Education will hire the instructors according to its existing policies and procedures. It will evaluate the instructors at regular intervals and add additional classes as needed.

As part of this partnership, Santa Ana College School of Continuing Education will provide the following in-kind services for Salvation Army:

- English as a Second Language, Family Literacy, Parenting, Adult Basic Education, Citizenship, and computer classes.
- Agree to modify or terminate service contract at request of either party.

Salvation Army will provide the use of their facilities to Santa Ana College School of Continuing Education for the agreed upon rate of \$3.50 for instructional hour up to 1,500 hours a fiscal year.

This Agreement is to be effective July 6, 2009, for a maximum of five (5) years, and to continue until terminated by either party with or without cause, upon thirty (30) days prior written notice. This Agreement may be reviewed at the request of either party.

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

To: Board of Trustees	Date: July 27, 2009
Re: Approval of New OTA Agreement – Murrieta Valley Unified School District	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Murrieta Valley Unified School District in Murrieta, California.

Fiscal Impact:	None	Board Date: July 27, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 28th day of July, 2009 by and between **Murrieta Valley Unified School District**, hereinafter called the Agency, and **Rancho Santiago Community College District**, on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

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 Student Workmen's Compensation

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

Agency signers of this agreement, is prohibited.

B. Insurance:

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

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, 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 provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.

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 **ONE (1) year**, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

District:

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

Agency:

Murrieta Valley Unified School District
41870 McAlby Court
Murrieta, CA 92562

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Patrick Kelley
Assistant Superintendent
Human Resources Division

Date: _____

Date: _____

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

To: Board of Trustees	Date: July 27, 2009
Re: Approval of New OTA Agreement – Santa Ana Unified School District	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Santa Ana Unified School District in Santa Ana, California.

Fiscal Impact:	None	Board Date: July 27, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 28th day of July 2009 by and between **Santa Ana Unified School District**, hereinafter called the Agency, and **Rancho Santiago Community College District**, on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

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 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.

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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.

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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.

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, 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 provision of the Article does 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.

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

JPH

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

**Agency: Santa Ana Unified
School District**
1601 E. Chestnut Ave.
Santa Ana, CA 92701

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Doreen Lohnes
Assistant Superintendent
Support Services

Date: _____

Date: _____

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

To: Board of Trustees	Date: July 27, 2009
Re: Approval of New OTA Agreement – County of San Bernardino-Arrowhead Regional 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 a renewal agreement for the Occupational Therapy Assistant program. The OTA Program will place no students at the site until after Board approval.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with county of San Bernardino-Arrowhead Regional Medical Center in Colton, California.

Fiscal Impact: None	Board Date: July 27, 2009
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New	Vendor Code		SC	Dept. MCR	A	Contract Number	
<input type="checkbox"/> Change						Contractor's License No.	
<input type="checkbox"/> Cancel	County Department		Dept.	Orgn.	Total Contract Amount		
	Arrowhead Regional Medical Center				\$ 0.00		
County Department Contract Representative		Telephone		Total Contract Amount			
Patrick Petre, Director		(909)580-6150		\$ 0.00			
Contract Type							
<input type="checkbox"/> Revenue		<input type="checkbox"/> Encumbered		<input type="checkbox"/> Unencumbered		<input checked="" type="checkbox"/> Other: Affiliation Agreement	
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date		Contract End Date		Original Amount	Amendment Amount
						\$	\$
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount	
						\$	
Project Name			Estimated Payment Total by Fiscal Year				
Affiliation Agreement			FY	Amount	I/D	FY	Amount

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
Rancho Santiago Community College District
 Address
2323 North Broadway
Santa Ana, CA 92706
 Telephone () - _____ Federal ID No. or Social Security No. _____

hereinafter called District

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

This Agreement is entered into by and among the County of San Bernardino, hereinafter referred to as "County," on behalf of Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter referred to as "District."

WITNESSETH

WHEREAS, the District has the need of additional facilities for clinical training of its occupational therapy assistant program students, hereinafter referred to as "Students"; and

WHEREAS, the Medical Center operates a site which is suitable for the clinical training of Students; and

Auditor/Controller-Recorder Use Only	
<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

SAC 09-047

WHEREAS, it is of mutual benefit to the parties that the Students use the clinical facilities of the Medical Center for their learning experience;

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. Obligations of District:

The District will -

1. Designate a faculty member of the District who shall serve as a Coordinator and be responsible for planning and coordinating the activities and assignments of the Students with the Coordinator designated by the Medical Center.
2. Provide and maintain the records and reports of its Students during their clinical learning experiences.
3. Inform Students of all applicable policies and regulations of the Medical Center. The Medical Center Coordinator shall notify the District Coordinator of any violations thereof. A Student may be dismissed from participation in the training programs in accordance with District's applicable policies and procedures as referred to below.
4. Provide the names of Students, who must be pre-registered, sufficiently in advance to allow convenient planning of schedules. Students assigned for clinical instruction and experience at the Medical Center shall be subject to the supervision and direction of the Medical Center.
5. Provide to the Medical Center upon written request verification of the immunizations, diagnostic tests, and examinations performed to document Students' freedom from communicable disease as required by Medical Center policy in effect at the time of assignment to the Medical Center.
6. Warrant that Students have been provided with information and education necessary to enable them to function safely and effectively. As applicable, this will include but is not limited to safety, use of hazardous materials, prevention of infection (including tuberculosis and blood borne pathogens), and prevention of violence. These requirements may be updated periodically as required by Medical Center policy or the requirements of external regulating agencies. Documentation of such training will be provided to Medical Center upon request.
7. Provide to the Medical Center verification that Students and Instructors have been fingerprinted via Live Scan and have obtained clearance from the Department of Justice. Copies of Student and Instructor Live Scan reports must be provided to the Medical Center's Human Resources Department for review and clearance prior to commencement of clinical training.

Should the District not have access to Live Scan services, the Medical Center will perform the Live Scan for the Student at the current rate. Invoices for Live Scan services provided under this Agreement will be due and payable within 30 days of the date on the invoice. If the Student does not achieve clearance from the Live Scan report as determined by the Medical Center's Human Resources Director, the Student will be dismissed from the clinical training.

8. Maintain for Students assigned to the Medical Center records for five years after the Students' last contact with the Medical Center. Upon request, these records will be provided to the Medical Center.

9. The District will withdraw a Student from the clinical program at the Medical Center if, after the consultation in accord with Section II, Paragraph 13 below, the District determines such action to be warranted.

II. Obligations of the Medical Center:

The Medical Center will –

1. Designate, after consultation with the District Coordinator, a Coordinator who will meet and plan with the District Coordinator the clinical activities and assignments of the Students. The Medical Center Coordinator or designee shall be responsible for the direct and immediate supervision of the Students.
2. Permit access for Students and Instructors to the clinical facilities as necessary to participate in required clinical learning experiences so long as such access does not interfere with the regular activities of the Medical Center
3. Provide Health Insurance Portability and Accountability Act (HIPAA) training to Students whose clinical training assignments hereunder require such training in order to comply with County's policies.
4. Maintain the clinical facilities so that they at all times shall conform to the requirements of the California Department of Health Services, and the American Osteopathic Association.
5. Provide, when possible, a reasonable amount of storage space for instructional materials and reasonable classroom or conference rooms space at the Medical Center for use by Students assigned for clinical learning experience.
6. Allow Students to render only those services which are related to the objectives of the educational program and which the Students are competent to provide.
7. Advise District of any changes in its personnel, operations, or policies, which may affect the clinical learning experience.
8. Permit, upon reasonable request, the inspection of the clinical facilities and the services available for the clinical experience, and other items pertaining to the clinical education program, by agencies charged with the responsibility for accreditation of the education program.
9. If requested by a Student, provide emergency care as required due to injury or illness occurring during the clinical training experience at the Medical Center. Said services shall be made available through the standard procedures in effect at the Medical Center and shall be paid for by the person to whom such services are rendered at the Medical Center's usual and customary rate.
10. Retain ultimate professional and administrative accountability for patient care.
11. Not decrease the customary number of staff as a result of the assignment of Students to the Medical Center
12. The Medical Center will recommend to the District the withdrawal of a Student if: (a) the achievement, progress, adjustment or health of the Student does not warrant a continuation at the Medical Center, or (b) the behavior of the Student fails to conform to the applicable regulations of the Medical Center. The Medical Center will assist the District, if necessary in implementing this recommendation.

13. The Medical Center reserves the right, exercisable in its discretion after consultation with the District in accord with Section 1, Paragraph 9 above, to exclude any Student from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Medical Center.

III. Insurance:

1.
 - A. District agrees to maintain adequate comprehensive general liability and insurance for the term of the Agreement with combined single limits as follows: (1) Each Occurrence: \$1,000,000; (2) and General Aggregate: \$3,000,000.
 - B. District agrees to maintain adequate Hospital Professional or Errors and Omissions Liability Insurance for the term of the Agreement with limits as follows: (1) Each Occurrence: \$1,000,000; and (2) General Aggregate: \$3,000,000.
 - C. District agrees to maintain Worker's Compensation insurance as required under California State Law covering all persons providing services on behalf of District, including Students.
2. The above insurance shall state that the same may not be altered or canceled to County's detriment without thirty (30) days prior written notice to County. If the above insurance is written on a claims made form, it shall continue for three years following termination of the Agreement. The insurance shall provide for retroactive date of placement prior to or coinciding with the effective date of the Agreement.

It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of District. Such provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of District, its officers, agents, employees, and Students.

3. District further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the County and District, against other insurable hazards relating to performance. Prior to the commencement of this Agreement, District agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage requirements. Except as to Professional Liability, Errors and Omissions and Workers' Compensation coverages, District agrees to provide County with an endorsement naming "County of San Bernardino" as an additional insured. District agrees that it will give County thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage.
4.
 - A. County is a self-insured public entity for purposes of professional liability, general liability, and Workers' Compensation. County warrants that through its program of self-insurance, it has adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of County's performance of this Agreement.
 - B. County, upon the execution of this Agreement, shall furnish District with certificates of self-insurance evidencing compliance with all requirements.
 - C. County agrees to maintain Workers' Compensation as required under California State Law.
5. The above insurance shall state that the same may not be altered or canceled to District detriment without thirty (30) days prior written notice to District. It should be expressly understood, however, that the coverage herein shall not in any way limit the liability of County. Such provision, however,

shall only apply in proportion to and to the extent of the negligent acts or omissions of County, its officers, agents, and employees.

6. County further agrees to maintain such other insurance in such amounts, which from time to time may reasonably be required by mutual consent of the District and County, against other insurable hazards relating to performance. Prior to the commencement of this Agreement, County agrees to issue a Certificate of Insurance indicating compliance with the aforementioned insurance coverage requirements. County agrees that it will give District thirty (30) days advance written notice of any modification, change, or cancellation of any of the insurance coverage.

IV. Indemnification:

1. District shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officers, employees, agents, and Students.
2. County shall indemnify and hold District, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees and agents.
3. In the event that District or County is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this Agreement, the District and/or County shall indemnify the other to the extent of its comparative fault.

V. Cooperation in Disposition of Claims:

County and District agree to cooperate with each other in the timely investigation and disposition of audits, peer review matters, disciplinary actions and third-party liability claims arising out of any services provided under this Agreement. The parties shall notify one another as soon as possible of any adverse event, which may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, defense, disposition of claims of third parties arising from services performed under this Agreement, and making witnesses available. District shall be responsible for discipline of Students in accordance with District's applicable policies and procedures. To the extent allowed by law, County and District shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and/or quality assurance data of the other party relating to any claim or investigation related to services provided under this Agreement; provided, however, that nothing shall require either County or District to disclose any peer review documents, records or communications which are privileged under Section 1157 of the California Evidence Code, under the Attorney-Client Privilege or under the Attorney Work-product Privilege

VI. Status of County and District:

The parties expressly understand and agree that -

1. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between County and District and their employees, partners, or agents, but rather is an Agreement by and among independent contractors, which are County and District.
2. Instructors and Students and other District personnel are present at the Medical Center only for educational purposes, and such Instructors and Students and personnel are not to be considered employees or agents of the County for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, Workers' Compensation insurance, or any other fringe benefits of employment.

VII. Confidentiality of Information:

All information obtained and records created, which pertain to patients to whom care/service is provided shall remain confidential and the sole property of the Medical Center. Prior written approval of the Medical Center shall be obtained prior to disclosure of patient specific information and/or trended aggregated data, unless otherwise required by law.

VIII. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

IX. Compliance with Immigration Laws:

The parties hereby certify that they shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. The parties further certify that they have obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services under this Agreement, hired after November 5, 1986.

X. Assurance of Non-Discrimination:

The District and the County, in compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, and Section 505 of the Rehabilitation Act of 1973, do not discriminate on the basis of race, color, national origin, religion, sex, age or handicap in any policies, procedures or practices.

XI. Assignment:

Neither party hereto shall assign its rights or obligations pursuant to this Agreement without the express written consent of the other party.

XII. Rules of Construction:

The language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the County or the District. Section headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

XIII. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

XIV. Governing Law:

This Agreement is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California.

XV. Counterparts:

This Agreement may be executed in counterparts, and all such counterparts together shall constitute the entire Agreement of the parties hereto.

XVI. Severability:

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein is unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

XVII. Term and Termination:

1. This Agreement shall be effective for a one (1) year term, commencing on the execution of this Agreement by both parties and terminating one year later at which time the Agreement shall automatically renew for successive one year terms thereafter. However, this Agreement may be terminated, with or without cause, by either party after giving the other party ninety (90) days advance written notice of its intention to terminate. The Director of the Medical Center is authorized to initiate termination on behalf of the County. However, any such termination by the County shall not be effective, at the election of District, as to any Student who at the date of mailing of said notice was participating in the clinical learning experience until such Student has completed the Program for the then current academic term.

2. Any written notice given under this Section XVII shall be sent, postage prepaid, by certified mail, return receipt requested, to the following person(s), as the case may be:

ARROWHEAD REGIONAL MEDICAL CENTER

400 North Pepper Avenue
Colton, CA 92324
Attention: Director, Medical Center

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2323 North Broadway
Santa Ana, CA 92706
Attention: Vice Chancellor

XVIII. Authorization:

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of New Human Development Agreement – Garden Grove Unified School District	
Action:	Request for Approval	

BACKGROUND

Students in the Human Development Department Practicum courses are required to participate in early childhood education 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 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 Interim Dean Bart Hoffman and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Garden Grove Unified School District in Garden Grove, California.

Fiscal Impact:	None	Board Date: July 27, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

**STANDARD AFFILIATION AGREEMENT
HUMAN DEVELOPMENT DEPARTMENT**

This standard Affiliation Agreement (the "Agreement") is made and entered into this 28th day of July, 2009 by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 on behalf of Santa Ana College and Garden Grove Unified School District ("Facility"), located at 10331 Stanford Avenue in Garden Grove, CA 92840-6351.

WHEREAS, District and Facility desire to contribute to community 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, Facility operates a duly licensed preschool at a school within the city listed above with all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in practical field experience, designated as Practicum;

WHEREAS, it is to the mutual benefit of the parties that students of the College use the childcare facilities of the Facility for their field experience; and

WHEREAS, the District and Facility enter into the following Agreement with respect to providing field experience for the College's students.

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;

"Facility" shall refer to Garden Grove Unified School District, its schools, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The "Program" shall refer to the training in Early Childhood Education 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. The Facility agrees to:
 - A. Permit students designated by the College pursuant to paragraph 2A below to receive early childhood education field experience at the child care center/preschool located at the Facility.
 - B. Permit staff designated by the California Early Childhood Mentor teacher Program to supervise the students involved in the field experience by assigning meaningful learning activities, and by observing and evaluating the students upon commencement of the field experience.
 - C. Provide orientation for the student upon commencement of the field experience.
 - D. Provide an environment and resources within the Facility to support the learning activities of the students.
 - E. Provide emergency health care for any student who becomes sick or injured during the field experience.
 - F. Have the right, after consultation with the College, to refuse to accept for further field experience any student who, in the Facility's judgment, is not participating satisfactorily in the program.
 - G. Retain ultimate control and responsibility for supervision of children within the child care center/preschool located at the Facility.
2. The College agrees to:
 - A. Designate the students who are enrolled in the Early Childhood Education Program of the College to be assigned for field experience at the Facility in such numbers as are mutually agreed to by both parties.
 - B. Provide for orientation of students and faculty assigned to the Facility.
 - C. Notify the Facility's director in advance of student schedules, placement of students in field assignments and changes in field assignments.
 - D. Provide for and be responsible for the care and control of the College's educational supplies, materials and equipment used for instruction during the Program.

- E. Certify to the Facility at the time each student first reports to the Facility to participate in the field experience that said student has and will comply with the Facility's health requirements.
- F. Provide each student with fundamental knowledge of the profession, ethics, grooming and professionalism prior to commencing the field experience.
- G. Require each student to abide by the policies of the Facility.
- H. Require each student to be in acceptable dress for all field experience.
- I. Permit the Facility's director or other designated personnel to attend meetings of the College's Early Childhood Education Program, or any committee thereof, to coordinate the field experience of the Program provided for under the Agreement.
- J. Keep all attendance and academic records of students participating in the Program.
- K. Have all students sign the Facility's Acknowledgment of Non-Employee Status Form if such is required by the Facility.

3. **Insurance Carried by the District:**

District shall assure coverage of professional liability insurance for each student participating in the Program 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 Program. These coverages are in effect while the student is on-site at Facility.

4. **Insurance Carried By Facility:**

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. Facility shall deliver certificate(s) of insurance under 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.

Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at 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. 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.

5. **Student Health Records:**
Any student participating in a Program shall provide verification of annual T.B. screening. This record shall be maintained in the Human Development Department at the College.
6. **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 training during a rotation, the student shall be treated by Facility as appropriate.
7. **Confidentiality of Student Records:**
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 Program, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.
8. **Verification:**
College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Facility to offer the Program to College's students participating in the Program. If requested by Facility, College will provide Facility with verification that the Program is 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.
9. **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 provision of the Article does 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.

10. **Governing Law:**
This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
11. **Educational Purposes:**
Students of the College are present at the Facility for educational purposes only and as such are not considered employees of the Facility. Students will receive no pay for participating in the training at the facility.
12. **Effective Date Termination:**
This Agreement shall remain in effect for five (5) years, 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 student Program is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the student Program. 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.
13. **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 Facility:
Garden Grove Unified School District
10331 Stanford Avenue
Garden Grove, CA 92840-6351
ATTN: Joli Armitage

To College:
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706-3398
ATTN: Human Development Department

With a copy to:
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706-1640
ATTN: Vice Chancellor
Business Operations/Fiscal Services

14. **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.

Facility:
Garden Grove Unified School District

District:
Rancho Santiago Community College District

BBH

By: _____

By: _____

Printed Name: Joli Armitage

Printed Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operation & Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: July 27, 2009
Re: Approval of New OTA Agreement – Santa Barbara Cottage Hospital	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with county of Santa Barbara Cottage Hospital in Santa Barbara, California.

Fiscal Impact: None	Board Date: July 27, 2009
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

AGREEMENT FOR USE OF CLINICAL FACILITIES

This agreement is made and entered into between:

SANTA BARBARA COTTAGE HOSPITAL
P O BOX 689
SANTA BARBARA, CA 93102

(Hereinafter known as "FACILITY") and

Rancho Santiago Community College District
on behalf of Santa Ana College
Occupational Therapy Assistant Program
1530 W 17th Street
Santa Ana, CA 92706-9979

(Hereinafter known as "COLLEGE").

WITNESSETH

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that students and faculty of the COLLEGE be given the opportunity to utilize FACILITY for Field Work/Internship purposes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1 PERIOD OF AGREEMENT/TERM

This agreement shall be effective as of **July 28, 2009** and shall continue through **July 27, 2014** at which point it shall terminate; provided, however, that this Agreement may be terminated prior to July 27, 2014 by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. Each party retains the right to terminate the agreement upon 30 days notice without "cause" or the obligation to show a breach of the agreement by the other party

2. GENERAL OBLIGATIONS OF COLLEGE

The COLLEGE-agrees to the following:

- A. To accept responsibility for the development, organization, and implementation of the curricula under the direction of the Program Directors or Coordinator and the Dean.
- B. To accept responsibility for the selection and guidance of learning experiences to meet the objectives of the curricula.
- D. To furnish copies of class schedules and student rotation in clinical assignments to designated personnel employed by the FACILITY within six weeks of the beginning of the student rotation to allow FACILITY to properly plan.
- E. COLLEGE shall be responsible for ensuring students possess and maintain current status of Basic Life Support (BLS) certification.

- F The COLLEGE and the FACILITY will meet as deemed necessary to discuss the students' program, any existing problems and evaluation of student learning experiences in the FACILITY
- G. COLLEGE shall ensure that students are informed that: (i) they shall not receive any wages or employee benefits, either from College or FACILITY, (ii) they shall be considered students who are receiving credit required as part of their curriculum; and (iii) they are not automatically entitled to a job at FACILITY upon the conclusion of their clinical training.
- H. COLLEGE shall maintain standards of accreditation as formulated by its professional bodies.

3. GENERAL OBLIGATIONS OF FACILITY

The FACILITY agrees to provide the following:

- A. Suitable learning experiences in the care of patients according to stated behavioral objectives. Opportunity will be provided for students to obtain experience in all educationally relevant phases of patient care dependent on their area of study Although students will be under the supervision of COLLEGE faculty with periodically planned on-site supervision, they will receive the direct supervision of the Facility's staff. Students will pursue singular objectives with eventual pursuit of broad objectives all under instructor supervision. Students will have the privilege of consulting with members of medical and paramedical services of the FACILITY on an individual basis or in conferences as recommended by the faculty
- B. The Administration of the FACILITY, in cooperation with the individual department heads, supervisors, and medical staff strives to ensure that a safe work environment is maintained at all times for students in the FACILITY Work environment is composed of the physical location, equipment, materials processed or used, and the kinds of tasks performed in the course of an employee's work. Every effort is made to minimize the probability of exposure to occupational illnesses and injuries.
- C. As available, suitable conference room facilities, office space for instructors as available, storage space for teaching materials as available and lockers for students as available.
- D Access to the professional library and medical records. (The latter must be arranged in advance, utilizing the usual FACILITY protocol.)
- E. Cooperation and intercommunication between the FACILITY administrative and staff personnel and the COLLEGE staff.
- F Upon appointment, FACILITY will permit its clinical facilities to be inspected and its personnel to be interviewed by state and national accreditation or review representatives.

- G. Prior to clinical experience, FACILITY shall provide to students orientation and training to FACILITY policies and procedures; rules and regulations; and concepts as set forth in Addendum A. FACILITY shall maintain records documenting this training.
- H. On orientation all students shall sign FACILITY'S Confidentiality Statement. FACILITY shall be responsible for maintaining these documents in students' records.
- I. On orientation all students shall sign FACILITY'S Child Abuse Reporting Form and Dependent Adult Abuse Reporting Form. FACILITY shall be responsible for maintaining these documents in the Students' records.
- J. A liaison person or persons to whom the COLLEGE sends all notices, changes, etc.
 - a. Name of contact individual for FACILITY: Karen Aldridge, Workforce Development Consultant
 - b. Name of contact individual for COLLEGE. Vicky Vu, Fieldwork Coordinator
- K. The FACILITY provides support for various student learning experiences. If another institution wishes to use the Facility for learning experiences, and such experiences interferes with those provided by the COLLEGE, all involved major parties would enter into dialogue to resolve the issue.
- L. FACILITY shall, at all times, maintain accountability for the care of patients assigned to students. FACILITY shall at all times ensure that its staff is sufficient in number, quality, and stability to ensure safe and continuous service to patients and of FACILITY
- M. Participation of students from COLLEGE in this instructional program shall in no way influence FACILITIES staffing decisions, including the displacement any regular paid employee of the FACILITY or cause the reduction of any FACILITY employee's hours.

4 **USE OF CAFETERIA**

The students and instructors shall be permitted use of the FACILITY cafeteria.

5. **MEDICAL AID**

FACILITY shall provide emergency first aid care for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the Facility. Facility will direct the student to appropriate health care facility for follow up care. Any costs incurred, will be the sole responsibility of the student.

Any student returning from an absence caused by any illness or injury shall be cleared by a physician as monitored by the COLLEGE.

6. **CLINICAL EXPERIENCE**

COLLEGE and FACILITY agree that:

- A. The schedule for the students' clinical experience at the FACILITY will be mutually agreed upon between the parties prior to the beginning of each clinical experience.

- B. The number of students participating in the clinical experience at the FACILITY at any given time shall be mutually agreed upon by the parties prior to the beginning of the clinical experience, and may be modified from time-to-time by mutual agreement upon the request of either party
- C. The selection of patients for student experience by the COLLEGE clinical instructors shall be made in concurrence with the appropriate clinical manager of the FACILITY

7. HEALTH CERTIFICATION OF STUDENTS

The COLLEGE shall require the examination for physical fitness and shall maintain records that the students provide proof of current immunization or immunity to rubella, rubeola, varicella, Hepatitis B (or declination) and a current PPD or tuberculosis evaluation. Specific requirements for the physical examination, including required immunizations, required to be completed before enrollment. The COLLEGE shall comply with program health and OSHA requirements and maintain records thereof.

8. UNIFORMS

Each student and instructor shall adhere to the FACILITY'S dress code.

9. SUPERVISION OF STUDENTS

Each student shall be subject to the rules, regulations, policies and procedures of the FACILITY and the COLLEGE which are on file in the respective institutions and available to students. Students not following FACILITY policies may be removed from the FACILITY immediately

10. DISCONTINUANCE OF STUDENT ASSIGNMENTS

The COLLEGE may, for cause and upon notice, discontinue the assignment of any students at any time during the period of this agreement. The FACILITY reserves the right to terminate the clinical experience of any student at any time for any reasons that is not illegal.

11. STATUS OF STUDENTS AND INSTRUCTORS

Students shall function under the direction and supervision of instructors of the COLLEGE who shall be licensees for the limited purposes expressed in this agreement. Such students and instructors shall not be deemed employees of the FACILITY for any purpose including but not limited to compensation for services, employee welfare and pension benefits or workers compensation insurance during the hours in which they are assigned to the Student Program.

Instructors are hired by the COLLEGE and meet the COLLEGE teaching requirements and the requirements of the appropriate licensing agency The COLLEGE shall maintain records thereof.

12. RELATIONSHIP

It is agreed and understood that the parties to this Agreement are independent contractors and that neither is the employee or employer of the other and the students and employees of one are not the employees of the other

13. **NON-DISCRIMINATION POLICY**

The FACILITY and the COLLEGE, in compliance with California State Regulations, Titles VI and VII of the U.S. Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of race, creed, color, gender, handicap, national origin, age, ancestry, sexual orientation, marital status, religious affiliation or non-affiliation, disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer) political affiliation or union membership.

14. **RESPONSIBILITY FOR OWN ACTS (INDEMNIFICATION)**

Each party shall be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. Notwithstanding the forgoing, however, COLLEGE will defend, indemnify and hold harmless FACILITY from any claims (1) arising out of the negligence or willful misconduct of COLLEGE, or (2) by students claiming that they were employed by FACILITY or claiming entitlement to any benefits that FACILITY provides to its employees.

15. **INSURANCE**

The COLLEGE agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage of not less than three million (\$3,000,000) which protects and insures against any and all liability attributable to the COLLEGE, its employees, students, agents, officers, Board Members, and others arising from the activities required or contemplated under this agreement. Proof of the COLLEGE'S insurance coverage shall be provided to FACILITY. The COLLEGE or its insurer shall provide written notice to the FACILITY at least twenty (20) days prior to any cancellation, termination or change in the insurance coverage referenced in this agreement. In the event that the COLLEGE fails to maintain such insurance coverage in full force and effect during the term of this Agreement FACILITY can either terminate this agreement concurrently with such failure by COLLEGE or secure the required insurance at the sole cost of the COLLEGE.

16. **CONFIDENTIALITY OF HOSPITAL RECORDS AND INFORMATION**

A. At all times during and after the term of this Agreement and any extension or renewals thereof, all business and patient records, including but not limited to medical records, all books of account, general administrative records and all information generated under or contained in the FACILITY'S management information systems and all list of patients and contracts of any kind or nature shall be and remain the sole property of FACILITY and shall be confidential to the fullest extent permitted by law and COLLEGE shall take all necessary precautions to prevent unauthorized disclosure of such information. Disclosure or dissemination of any such records and/or information shall only be made when expressly permitted by law, including without limitation the California Confidentiality of Medical Information Act, the Landerman-Petris-Short Act, the Privacy, Security and Transaction Standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations there

under, the provisions of the California Health and Safety code relating to HIV, and federal Confidentiality of Alcohol and Drug Abuse Patient COLLEGE disclose any such records or information to any other person. COLLEGE shall be responsible for maintaining confidentiality of such records and/or information and shall comply with all legal requirements relation to the confidentiality of such information. This clause shall survive the termination of this Agreement.

- B. FACILITY retains to itself alone, without exception, professional and administrative responsibility for all patients' records and information, whether electronic, hard copy or other media to which COLLEGE has access during the course of their business. This clause shall survive the termination of this Agreement.

17. JURISDICTION

This Agreement is made and entered into in the County of Santa Barbara, State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Further, any action arising out of this Agreement shall be instituted and prosecuted only in a Court of proper jurisdiction in the County of Santa Barbara, State of California.

18. ASSIGNMENT

Neither party shall assign its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Any such attempted assignment shall be null and void. The parties agree that students are not "third party beneficiaries" of this agreement and may not bring any legal action to enforce its terms.

19. MODIFICATION

This Agreement may be modified or amended without additional consideration at any time in a written agreement signed by both parties, which specifically references this Agreement and states an intent to modify it.

20. NOTICES

Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered and certified mail and addressed as follows:

For FACILITY

Carla Griffith
Director, Therapy Services
Santa Barbara Cottage Hospital
P O Box 689
Santa Barbara, CA 93102-0689

For COLLEGE.

Santa Ana College
Occupational Therapy Assistant Program
Attn: Fieldwork Coordinator
1530 W 17th Street
Santa Ana, CA 92706-9979

22. ATTORNEYS' FEES

COLLEGE and FACILITY agree that the prevailing party in any litigation arising out of or related to this Agreement shall be entitled, in addition to any other recovery, an award of reasonable attorneys' fees and costs incurred in connection with such litigation.

23. ENTIRE AGREEMENT

COLLEGE and FACILITY agree that this Agreement constitutes the full and complete understanding in agreement between them, super-ceding all prior understandings, representations and agreements, and that neither party is relying on any matter not set forth herein.

In witness whereof, the parties hereto have executed this agreement in duplicate by their duly authorized representatives.

8/21/15
**Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706**

By: _____
Signature

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

Date: _____

SANTA BARBARA COTTAGE HOSPITAL

By: _____
Signature

Title: Patrice Ryan
Vice President, Human Resources

Date

By: _____
Signature

Title: Steven Fellows
Chief Operating Officer

Date

Signature

Joan Bricher
Chief Financial Officer

Date

ADDENDUM A

Orientation Requirements for Clinical Students

COLLEGE certifies that students have been oriented to the following prior to placement at a Cottage Health System facility for clinical experience:

- 1) Cottage Health System mission and values
- 2) Infection control
 - Blood borne pathogens
 - Standard precautions
 - Contact and droplet precautions
 - Airborne precautions
 - Hand hygiene with soap and water and alcohol-based solution
- 3) Fire safety
 - Code Red – how to call the code
 - How code Red is announced
 - RACE
 - PASS
- 4) Workplace security
 - Codes Grey and Silver; differences between them
 - How to call Codes Grey and Silver
 - How Codes Grey and Silver are announced
- 5) Disasters
 - How disaster is announced
 - How multiple casualty incident is announced
 - Student role in a disaster
- 6) Hazardous chemicals
 - Description of MSDS manual
 - Student action in case of a spill
- 7) Hospital electrical safety principles and student responsibilities
- 8) Hospital general safety principles and student responsibilities
- 9) Preventing patient falls/ student responsibilities
- 10) Cultural diversity principles/ student role
- 11) Patient rights
- 12) Ethical aspects of patient care and CHS process used to address ethical issues
- 13) HIPAA and patient privacy rules
- 14) Sexual Harassment
- 15) Student responsibility in identifying risks in hospital environment
- 16) Student responsibility to eliminate, minimize and report risks
- 17) Procedure to follow in the event of an incident
- 18) Reporting processes for common problems, failures and user errors
- 19) Age appropriate care infants- geriatrics
- 20) Team training – communication in a hospital environment, especially in highly charged situations
- 21) Code of Conduct

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

To: Board of Trustees	Date: July 27, 2009
Re: Approval of Renewal of Pharmacy Technology Agreement – HealthSouth Corporation	
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 renewal 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 three (3) years or until terminated by either party. The agreement has been reviewed by Interim Dean Bart Hoffman and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with HealthSouth Corporation in Birmingham, Alabama.

Fiscal Impact: None	Board Date: July 27, 2009
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

(H) HEALTHSOUTH.
CLINICAL AFFILIATION AGREEMENT

AGREEMENT, made and entered into this 31st day of July, 2009 by and between Rancho Santiago Community College District ("School") and HealthSouth Corporation, as agent for its affiliates and subsidiaries, which own and operate rehabilitation hospitals and other healthcare facilities on a nationwide basis ("HealthSouth").

RECITALS

WHEREAS, HealthSouth owns and operates a national network of rehabilitation hospitals and other healthcare facilities in various locations throughout the United States;

WHEREAS, the School offers its students a degree or certification program in the field of nursing, therapy, pharmacy or other clinical care and treatment;

WHEREAS, as part of such degree or certification program, the School desires for its students to have the ability to participate in clinical rotations in patient-care settings in HealthSouth hospitals; and

WHEREAS, both parties agree that it is to their mutual advantage for selected students of the School (the "Students") to receive clinical education experiences at a HealthSouth hospital.

WITNESSETH

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HealthSouth and School do hereby agree as follows:

1. **Affiliation Procedure.** The HealthSouth hospital at which a Student performs his or her clinical rotation is referred to as the "Hospital." The clinical education program at a Hospital is referred to as the "Program." The Clinical Affiliations Coordinator in the Human Resources Department at HealthSouth's corporate office, located at 3660 Grandview Parkway, Suite 200, Birmingham, Alabama 35243, will act as a liaison between the School and Hospital regarding each Hospital's duties under this Agreement. If the School desires to place a Student at a Hospital to participate in a Program, the School may contact the Hospital directly or call the Clinical Affiliations Coordinator at (205) 969-4725 to obtain a Hospital's contact information. The School shall communicate directly with a Hospital to arrange the details of the Program for each Student. This Agreement includes degree programs/disciplines at School and will allow Students to participate in clinical rotations in the following areas: Pharmacy Technology, Occupational Therapy Assistant Programs. Notwithstanding the foregoing, a Hospital is not obligated to accept any Student, therefore, in the event a particular Hospital is unable to accept any particular Student, Schools are encouraged to contact another Hospital or the Clinical Affiliations Coordinator for assistance in locating another Hospital. The parties understand and agree that the Programs are not exclusive and the School may place Students in hospitals owned and operated by other entities, and Hospitals may accept students from other educational institutions.

2. **Mutual Responsibilities.** (a) The schedule, content, objectives and goals of the Program will be arranged in cooperation between the President of the School or his/her designee and the Chief Executive Officer of the Hospital or his/her designee. The parties shall mutually agree on the number of Students and the length of time each Student shall spend participating in the Program at the Hospital.

(b) The School and the Hospital acknowledge and agree that HealthSouth and Hospital rules and regulations apply to Students. The rules and regulations of HealthSouth and the Hospital, including, but not limited to, HealthSouth's Drug and Alcohol Policy, shall be provided to the School by each Hospital. Notwithstanding the foregoing, no Student or employee of the School shall be considered an employee of HealthSouth or the Hospital at any time during the term of this Agreement.

(c) The School and the Hospital retain the privilege to exchange and review materials relevant to the Student's clinical education, and will comply with the Family Educational Rights and Privacy Act (FERPA) and applicable state law. Information from the Student's educational records will not be disclosed without the express written consent of the Student.

3. **School Responsibilities.** (a) The School shall ensure that the Students are assigned appropriately by evaluating Student competence and knowledge prior to the clinical experience. Only those Students who have satisfactorily completed the prerequisite portion of their curriculum will be selected for participation in the Program at the Hospital. Prior to the Students' clinical experience, the School shall provide the Hospital written verification that each Student is competent to perform basic emergency procedures, such as Cardio-Pulmonary Resuscitation. The School will retain ultimate responsibility for the education of its students.

(b) Faculty provided by the School, if any, shall be duly licensed, certified or otherwise qualified to participate in the Program. The School will provide proof of licensure, certification or other qualifications to Hospital upon request.

(c) The School shall select Students without regard to race, creed, sex, national origin, age, handicap or other prohibited basis. The School shall inform the students that they will be required to pass a medical examination acceptable to the Hospital prior to his or her participation in the Program, and at such times during his or her participation in the Program as required by law. Prior to the Students' clinical experience, the School shall provide written verification to the Hospital that each Student participating in the Program is free of communicable diseases, such as tuberculosis.

(d) The School shall (or require that each Student to) carry appropriate professional liability insurance for each student of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide proof of such coverage to the Hospital. The School and HealthSouth agree that such insurance policies maintained by the School or Student: (i) shall be primary and that any insurance maintained by HealthSouth shall be non-contributing; (ii) must cover any claims made against the School, Hospital and HealthSouth relating to this Agreement; and (iii) shall be in full force and effect for a period of three (3) years after termination or expiration of the Student's clinical rotation at the Hospital. The School shall use its best efforts to have Hospital, HealthSouth Corporation, its subsidiaries and affiliates, and their officers, directors, employees and agents named as additional insureds. The School agrees that such insurance maintained by the School or Student may not be cancelled or materially changed without at least a thirty (30) day written notice to the Hospital.

(e) The School agrees that and shall inform Students that it is the Students' responsibility for arranging their: (i) transportation needed to fulfill their responsibilities at the Hospital; (ii) room and board during their participation in the Program, and (iii) arrival and departure dates with the Hospital.

(f) The School shall advise the Student that he/she will be required to sign a Statement of Confidentiality in the form attached hereto as Exhibit A.

(g) The School shall advise the Student that he/she will be required to sign an Acknowledgement Form regarding HealthSouth's Drug and Alcohol Policy in the form attached hereto as Exhibit B.

(h) The School shall advise the Student that he/she will be required to sign a Release Statement Certification regarding certain investigative background checks in the form attached hereto as Exhibit C.

(i) The School shall advise the Student that he/she will be required to sign a Health Insurance Portability and Accountability Act (HIPAA) Student Training Documentation form regarding the confidentiality and privacy of patient protected health information in the form attached hereto as Exhibit D

4. **Hospital Responsibilities.** (a) The Hospital shall provide all reasonable information requested by the School on a Student's work performance, and notify the School as soon as practical in advance of a clinical assignment or of any change in the Hospital's ability to take Students. The Hospital, in cooperation with the School, shall inform each Student of all relevant schedules, rules, and regulations of the Hospital, including HealthSouth's Drug and Alcohol Policy, and professional standards of practice. The Hospital shall provide each Student with a work schedule similar to that of a clinician. The Hospital shall complete and return all Student evaluations according to any reasonable schedule provided by the School.

(b) HealthSouth shall carry appropriate professional liability insurance on its employees, but not any Students or faculty provided by the School, in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide written evidence to the School upon reasonable request.

(c) The Hospital may provide to the Students, to the extent possible, first aid for injuries including, but not limited to, needle sticks. However, the Hospital assumes no responsibility, financial or otherwise, beyond the initial first aid, and treatment and the payment for such treatment shall be the responsibility of the individual Student.

(d) The Hospital shall provide clinical instruction to the Students and supervise the Students' clinical experience.

(e) The Hospital is responsible for assuring that the healthcare and rehabilitation services received by its patients are performed in a competent, efficient and satisfactory manner. Therefore, the Hospital has the right to perform criminal background screening and drug and alcohol tests on Students prior to the Students' participating in the Program and randomly during their participation in the Program, regardless of whether the Hospital has reasonable suspicion of drug and/or alcohol usage by the Students.

5. **Student Withdrawal.** A Student may be withdrawn from the Program at any time by the School or the Hospital for any of the following documented reasons:

- (a) Unprofessional or unethical behavior exhibited by the Student.
- (b) Failure by the Student to meet any necessary academic requirements.
- (c) Personal good cause including, but not limited to, medical emergencies.
- (d) Arrest for a felony or crime involving moral turpitude or theft.

(e) Use of alcohol, drugs or other toxic or foreign agents which tend, in the Hospital's reasonable judgment, to limit or adversely affect the Student's duties and responsibilities.

(f) Refusal to take a drug and alcohol test, or if a test proves positive for a measurable quantity of intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substance, or any other violation of HealthSouth's Drug and Alcohol Policy

6. **Confidential Information.** The School shall not disclose the terms of this Agreement to any person who is not a Student or a party to this Agreement, except as required by law or as authorized by HealthSouth. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide HealthSouth 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.

7 **Term.** The term of this Agreement shall be three years, commencing on July 31, 2009, and shall continue in effect for a period of three (3) years (the "Term"), unless earlier terminated: (i) by the parties upon mutual written consent; or (ii) by either party, with or without cause, upon at least ninety (90) days' prior written notice to the other. Students participating in a Program at the time of notice of termination shall be given the opportunity to complete their clinical rotation at the Hospital, with such completion not to exceed three (3) months. This Agreement does not automatically renew and will expire at the end of the Term. The parties agree in good faith to negotiate a new Agreement prior to the end of the Term should it be mutually desirable to continue the relationship.

8. **Notice.** All notices hereunder by either party to the other shall be in writing, delivered personally or by overnight courier and shall be deemed to have been duly given when delivered personally or one day after delivered to the overnight courier, charges prepaid and properly addressed to the respective parties at the addresses shown following each party's signature to this Agreement.

9. **Governing Law.** This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. Notwithstanding the above, the parties expressly incorporate any requirement of federal, state or local law required to make this Agreement valid and enforceable.

10. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their respective successors and assigns, and no Student or other party shall have any right under or by virtue of this Agreement.

11. **Consents and Approvals.** If any Student enters in a Hospital under the terms hereof, all consents and approvals required by the School shall be conclusively presumed to have been obtained and this Agreement shall be binding and enforceable against School.

12. **Authority.** The parties understand that HealthSouth is executing this Agreement solely as agent for its affiliates and subsidiaries which own or operate the hospitals providing clinical education experiences, each of which shall be considered the "Hospital" hereunder. Accordingly, this Agreement shall be deemed to be directly between the School and each Hospital providing the clinical education experiences for the School's Students. HealthSouth represents and warrants to School that it has the power and authority to execute this Agreement as agent for each Hospital.

13. **Entire Agreement.** This Agreement contains the entire agreement of the parties in connection with the subject matter hereof, and supersedes any and all prior and contemporaneous agreements between the parties, whether written or oral.

14. **Modifications.** This Agreement may not be changed orally, but may only be changed by an agreement in writing signed by both parties.

15. **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 provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

SCHOOL: Rancho Santiago Community College District *BSK*

By: Peter J. Hardash

Title: Vice Chancellor of Business Operations and Fiscal Services

Address: 2323 N. Broadway
Santa Ana, CA 92706

HEALTHSOUTH CORPORATION:

By: _____

Cheryl B. Levy
Senior Vice President
Corporate Human Resources Department
3660 Grandview Parkway, Suite 200
Birmingham, Alabama 35243

EXHIBIT A

STATEMENT OF CONFIDENTIALITY

As a participant in clinical rotations at the Hospital, I hereby acknowledge my responsibility to keep all patient and business information of the Hospital and HealthSouth confidential, in accordance with federal and state laws and regulations and the Agreement made by and between the Hospital and School. Furthermore, I agree, under penalty of law, not to disclose (i) specific information regarding any patient to any person or persons, except to authorized clinical staff and associated personnel as necessary to perform my clinical rotation duties, and (ii) any confidential business information of the Hospital and HealthSouth to any third party. This Statement of Confidentiality shall continue in effect after my clinical rotation at the Hospital has expired or terminated.

Dated this _____ day of _____, 200__.

Name of Student (Print)

Signature of Student

EXHIBIT B

**DRUG AND ALCOHOL POLICY
ACKNOWLEDGEMENT FORM
(CONFIDENTIAL)**

By signing below, I hereby acknowledge that I have received a copy of HealthSouth's Drug and Alcohol Policy and agree that I will read the policy

I understand that situations may occur in which I will be required to take a drug or alcohol test or submit to a search of my person or possessions in accordance with Hospital policy. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a drug or alcohol test, (ii) by refusing to allow a search, (iii) if a drug or alcohol test proves positive; or (iv) if a search discloses possession of a prohibited item, such as a weapon.

I further understand if I am involved in a work-related accident, I may be required to submit to a blood or urine test. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a blood or urine test, or (ii) if such blood or urine test proves positive.

I also understand that upon my request I will be provided a list of all drugs / substances for which tests will be conducted.

I further understand that adherence to HealthSouth's Drug and Alcohol Policy is a condition of clinical rotation for all students and hereby consent to and accept such policy as a condition of my rotation.

Student Signature

Date

Student Printed Name



EXHIBIT C

RELEASE STATEMENT CERTIFICATION

I hereby authorize HealthSouth Corporation and/or its agents to make an independent investigation of my background for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualification for employment or participation in a clinical rotation within a Healthsouth hospital, and to conduct pre-employment or other employment related inquiries after I am hired or selected to participate in a clinical rotation at a Healthsouth Hospital (to the extent allowed by law). This investigation may access records maintained by both public and private organizations. Information requested may include, but is not limited to:

- Professional and personal references
Credit history (Consumer Reports)
Public records
Past and current employment
Motor vehicle records
Education
Criminal and police records
Professional credentials
Urine or blood tests to determine drug or alcohol use.

I authorize any individuals or entities contacted during this investigation to give you any and all pertinent information they may have, personal or otherwise, and release all parties from any and all liabilities, claims or law suits in regard to the information obtained.

I understand that the complete and final results of HealthSouth's investigation of my background may not be available to HealthSouth before employment, if any, with the Company commences. I also understand that the results of HealthSouth's investigation into my background may affect my employability, continuing employability or eligibility to participate in a clinical rotation within a Healthsouth hospital.

The following is my true and complete legal name and all information is true and correct to the best of my knowledge.

Signed: _____ Date: _____
(Applicant)

PLEASE PRINT THE FOLLOWING INFORMATION. FILL IN ALL BLANKS COMPLETELY:

Last Name: _____ First Name: _____ Middle Name: _____

Other names you have used in the past 5 years. (Maiden name, nickname, alias, etc.): _____

Home Address: _____

Previous: _____

Provide the following information on places you have worked or lived during the past five years:

City State From: Month/Year To: Month/Year City State From: Month/Year To: Month/Year

City State From: Month/Year To: Month/Year City State From: Month/Year To: Month/Year

Driver's License # _____ State of License: _____ * Date of Birth: _____

Social Security Number: _____ Position Applying For: _____

If an investigative consumer report is pulled on me for employment purposes, I wish to receive a copy of the report from TransUnion Birmingham Division.

* Date of birth is used only for purposes of record identification when requesting the above mentioned reports.

FOR FACILITY USE ONLY

The following information must be completed by the Hospital in order to process this request. Please PRINT clearly

Hospital Name: _____ Phone Number: _____
Hospital Number: _____ Secured Fax Number: _____
Requested By: _____ E-mail address: _____
Job Title: _____
(Must be Supervisor or above)

Please indicate the type of background check requested:

- Credit Required for designated positions prior to offer of employment. Result: _____ Date: _____ Source: _____
Criminal Required for all positions immediately upon candidate's acceptance of employment offer. Result: _____ Date: _____ Source: _____

FACIS (OIG/GSA) Screen through Certiph1 Screening Inc. Previously performed through Cornerstone. Please see the Compliance Homepage for instructions. Result: _____ Date: _____



EXHIBIT D

HIPAA Student Training / Orientation

Confidentiality and Privacy mean that the patients have the right to control who will see their protected health information. With the enactment of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a patient's right to have his/her health information kept private, secure and confidential became more than just an ethical obligation of healthcare providers, it became a federal law

Protected Health Information (PHI) includes patient identity, address, age, social security number and any other personal information that patients are asked to provide. In addition, protected health information includes why a person is sick or in the Hospital, what treatments and medications he/she may receive, and other observations about his/her condition or past health conditions.

Healthcare providers use information about patients to determine what services they should receive. Ask yourself before looking at any protected health information:

- Do I need this in order to perform my clinical rotation duties and provide quality care?
- What is the least amount of information I need to perform my clinical rotation duties?

Depending on your task, if you do not need to know confidential patient information, then you should not have access to it.

Ways to protect a patient's privacy include:

- Keep discussions about patient care private if reasonably possible by closing doors, pulling curtains and conducting discussions so that others cannot overhear.
- Keep medical records locked and out of public areas.
- If you find that you are overhearing someone else discuss patient information, let them know they can be overheard, and politely remind the individual of the Hospital's privacy policies.
- Do not release any patient information, unless your supervisor has obtained a written authorization from the patient.
- Do not leave messages on answering machines regarding a patient's condition or test results.
- If you should need to copy medical records to complete an assignment, ask your supervisor for permission before making copies. Redact the patient's personal identifiers (i.e. name, date of birth, address, medical record number, insurance information and social security number, if captured) prior to taking the record out of the hospital. **Return all copies to the hospital and shred.**
- If there are persistent problems regarding breaches of confidentiality or you have any questions, notify or contact your clinical rotation supervisor at the Hospital.

As a student participating in a clinical rotation at the Hospital, I recognize the patients' right to privacy and agree to abide by the Patient's Bill of Rights as posted within the Hospital.

Additionally, I agree that information relating to a patient's physical and/or emotional status will not be released or discussed except as needed for the care of that patient.

I also understand that breaking HIPAA's rules and regulations can mean either a civil or criminal sanction (penalty)

My signature below indicates that I have read and understood the above information, and will abide by the policies and procedures of the Hospital.

Date

Student Signature

Student Name

Employee Signature

Employee Name

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of New OTA Agreement – Children’s Therapy Network	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Children’s Therapy Network in Ventura, California.

Fiscal Impact:	None	Board Date: July 27, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into by and between **Children's Therapy Network, Inc.**, 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 DISTRICT

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 Student Workmen's Compensation

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, 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 provision of the Article does not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

- A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

PH
**District: Rancho Santiago Community
College District**

2323 N. Broadway
Santa Ana, CA 92706

Agency: Children's Therapy Network, Inc.

1234 East Main Street.
Ventura, CA 93001

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Cassandra Woods, PT
Owner

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: July 27, 2009
Re: Approval of New Pharmacy Technology Agreement – First Street Medical Plaza 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 Interim Dean Bart Hoffman and college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with First Street Medical Plaza Pharmacy in Santa Ana, California.

Fiscal Impact: None	Board Date: July 27, 2009
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Interim Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

**STANDARD CLINICAL AFFILIATION AGREEMENT
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this 1st day of August 2009 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 First Street Medical Plaza Pharmacy ("Clinical Facility"), located at **2010 E. First Street, Suite 120 Santa Ana, CA 92705.**

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 First Street Medical Plaza 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 provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.
29. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. **Assignment.** Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. **Effective Date Termination.** This Agreement shall become effective on August 1st, 2009 and shall remain in effect until August 1st, 2014, 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:
First Street Medical Plaza Pharmacy
2010 East First Street, Suite #120
Santa Ana, CA 92705
ATTN: _____

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

With a copy to:
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706
ATTN: 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

Rancho Santiago Community College District



By: _____

By: _____

Printed Name: _____

Printed Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor of Business Operations
& Fiscal Services

Date: _____

Date: _____

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

To: Board of Trustees	Date: July 27, 2009
Re: Approval of Santa Ana College Community Services Program for Fall 2009	
Action: Request For Approval	

BACKGROUND

The Santa Ana College Community Services Program offers classes that are of special interest or those designed for a specific audience or need. They are noncredit, usually shorter in duration than credit classes, and do not require lengthy preparation or rigorous testing. From the creative arts and financial management to computer software and special tours, these programs are offered to the general public for educational, cultural, social and recreational purposes for a fee. These brief programs often serve as exposure and entry to college programs. The Community Services Program serves as a recruitment tool for Santa Ana College credit program often providing pilot courses that introduce a more in-depth and complete offering through college classes. Its inherent flexibility allows the addition or replacement of classes that have the most cost-effective impact on our program and the community

ANALYSIS

The Fall 2009 course offering aims to provide a comprehensive menu of courses that meet the needs of our diverse service area while generating revenue to ensure the continued expansion of the Community Services Program. The proposed Fall 2009 session seeks to present approximately 150 educational and recreational courses for adults and children in the Santa Ana College service area comparable in size to the previous year.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Santa Ana College Community Services Program for Fall 2009.

Fiscal Impact:	\$10,000 (estimated net income after expenses)	Board Date: June 27, 2009
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services, Santa Ana College Lilia Tanakeyowma, Dean of Student Affairs, Santa Ana College	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

COMMUNITY SERVICES – Fall 2009 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Animal Care			
Dog Manners	Dog Services Unlimited	\$65	50/50
Around The Home			
Interior Designing	Cynthia Albert	\$59	60/40
How to Grow A Herb Garden	Stephanie Georgieff	\$39	60/40
Houseplants for Healthy Living	Barbara Sobel	\$29	60/40
Arts & Crafts			
Container Gardening	Pat Gosnell	\$28	60/40
Fresh Fall Flowers	Pat Gosnell	\$28	70/30
Fresh Fall Centerpiece	Pat Gosnell	\$25	70/30
Fresh Holiday Cheer	Pat Gosnell	\$29	70/30
Beads, Crystals & Semi-Precious Stones	Brigitte Burns	\$29	60/40
Wire Wrapping	Bngitte Burns	\$29	60/40
Creative Jewelry Designs	Bngitte Burns	\$29	60/40
Holiday Cardmarking	Bngitte Burns	\$29	60/40
Brag Books	Laura Weed	\$49	60/40
Holiday Candles	Quayum Abdul	\$29	60/40
Holiday Soaps	Quayum Abdul	\$29	60/40
Digital Scraping	Colleen Monahan	\$29	60/40
For the Love of Silk	Beverly Hicks	\$69	60/40
Plast-Eco Designer Purse	Jackie Acosta	\$59	60/40
Christmas Wreaths	Stephanie Georgieff	\$29	60/40
Spice Ornaments	Stephanie Georgieff	\$29	60/40
Christmas Potpourm	Stephanie Georgieff	\$29	60/40
Automotive			
BAR Update	Douglas Wilkes	\$295	60/40
CCDET	Tom Hogue	\$175	60/40
EPA 608 Certification	Tom Hogue	\$175	60/40
ASE A-5 Brake Inspection Preparation	Jim Manning	\$85	60/40
DMV Approved Auto Wholesale	Wayne Williams	\$85	60/40
Business & Careers			
Become A Notary Public	Carne Chrstensen	\$85	60/40
Renewing Notaries	Carne Chrstensen	\$49	60/40
Become A Certified Loan Signing Agent	Carne Christensen	\$89	60/40
Start A Successful Small Business	George Blanc	\$35	60/40
Find & Start A Business	Gene Konstant	\$35	60/40
Business Management	Gene Konstant	\$199	60/40
Contract License	Phil Famolaro	\$189	60/40
Bookkeeping & Tax Workshop	Phil Famolaro	\$89	60/40
Small Business Survival Techniques	Gene Konstant	\$35	60/40
Successful Market Planning	George Blanc	\$35	60/40
NASBITE CGBP Prep	Madeline Grant	\$99	60/40
Cash In Home-Based Business	LeeAnne Krusemark	\$35	60/40
Word Processing Business	LeeAnne Krusemark	\$35	60/40
Beginner's Guide To Getting Published	LeeAnne Krusemark	\$35	60/40
Get Your Manuscript Critiqued	LeeAnne Krusemark	\$35	60/40
New American Inventor	Nancy Miller	\$35	60/40
Moneymaking Using Your Computer	Nancy Miller	\$35	60/40
Build Your Own Website	Mike Rounds	\$35	60/40
Mystery Shopping	Elaine Moran	\$35	60/40

COMMUNITY SERVICES – Fall 2009 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Business & Careers			
Event Planner	Farla Binder	\$35	60/40
Profitably Manage Rental Properties	Pat Larkin	\$39	60/40
How to Become A Substitute Teacher	Charles Prosper	\$35	60/40
Secrets of Substitute Teaching	Marta Shea	\$35	60/40
Grant Writing Fundamentals	Lynda Jenkins	\$69	60/40
How To Be Your Own Private Investigator	Jim Harriger	\$39	60/40
Bartering Techniques	Barbara Sobel	\$29	60/40
Stand Out In A Crowd	Dr. Lynn Joseph	\$29	60/40
Supervisor Series	Greg Ledbetter	\$189	60/40
Human Resources Series	Allison Pratt	\$189	60/40
Become A Balloon Artist	Charles Prosper	\$39	60/40
College For Kids			
Talk Your Way To Straight A's	Vandye Forrester	\$29	60/40
Write Your Way To An "A"	Jordan Young	\$25	60/40
Reading Development	Readwrite Education	\$89	\$35/hr
Math Development	Readwrite Education	\$89	\$35/hr
Study Skills & Test Taking	Readwrite Education	\$69	\$35/hr
SAT Prep	Joel Sheldon/Lauren Holley	\$115	\$35/hr
Awesome Sitters	Sabrina Bradley	\$39	60/40
Camp Buckaroo	Cheryl Skidmore	\$44	60/40
Kid's Guitar	Sharan Sacks	\$69	60/40
Horse Fun for Kids	Cheryl Skidmore	\$44	60/40
High School Band	Victor de los Santos	\$30	60/40
Hip Hop	Paul Lee	\$59	60/40
Popping, Colliding & Flashy Physics	Dale Swanson	\$39	60/40
Jammin' Chemistry	Dale Swanson	\$39	60/40
Move to Head of Class	Louise Janus	\$39	60/40
Memory Power & Study Skills	Louise Janus	\$39	60/40
Computers			
Computers For Beginners	Dori Dumon	\$69	\$35/hour
Windows Wizard	Dori Dumon	\$49	\$35/hour
Managing Computer Files	Dori Dumon	\$49	\$35/hour
MicroSoft Suite	Dori Dumon	\$49	\$35/hr
Web Design Fundamentals	Dori Dumon	\$49	\$35/hr
PC Troubleshooting	Dave Westerfield	\$39	60/40
Facebook Fundamentals	Nancy Haugen	\$49	\$35/hr
Blogging Fundamentals	Nancy Haugen	\$49	\$35/hr
Twittering Fundamentals	Nancy Haugen	\$49	\$35/hr
Understanding Your PDA	Nancy Haugen	\$29	\$35/hr
Digital Photography	Debra Crowley	\$59	\$35/hr
How To Sell on eBay For Fun & Profit	Frances Greenspan	\$59	60/40
Culinary Arts			
Sushi Made Easy	Dave Sobel	\$29	60/40
Healthy Holiday Baking	Stephanie Georgieff	\$29	60/40
99¢ Holiday Gourmet	Mike Rounds	\$29	60/40
Incredible Fruit Creations	Omellina Garcia	\$29	60/40
Northern Indian Cuisine	Sumona Vohra	\$29	60/40

COMMUNITY SERVICES – Fall 2009 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Dance			
Salsa	Salomon Rivera	\$59	60/40
Belly Dance	JoEllen Larson	\$79	60/40
Ballroom	Felix Famolaro	\$69	60/40
Bollywood	Sumona Vohra	\$59	\$35/hr
Health, Fitness & Beauty			
Yoga	Pamela Buonanotte	\$59	60/40
Head, Neck & Shoulder Massage	Barbara Sobel	\$39	60/40
Qi-Kong	Lan Pao Phong	\$69	60/40
Open Court Badminton	Bang Nguyen	\$29/\$44	60/40
Infant, Child & Adult CPR	Sabrina Bradley	\$29	60/40
Basic First Aid	Sabrina Bradley	\$29	60/40
Beauty Make Over	Betty Nethery	\$29	60/40
Couples Massage	Barb Sobel	\$59	60/40
Skin Solutions	Jo Ellen Larsen	\$29	60/40
Body by Boot Camp	Kaja Donikowski	\$79	60/40
Acupressure For Health & Wellness	Stephanie Georgieff	\$69	60/40
Improve Your Memory/Brain Fitness	Debbi Harper	\$29	60/40
Building A Healthy Foundation	Elena Guzman	\$39	60/40
Stress Management with Music	Vladana Zorjan-Stubb	\$59	60/40
Family Caregivers: Refresh, Renew & Re-Energize	Dr. Lynn Joseph	\$29	60/40
Football Conditioning	Geoff Jones	\$10/\$15	50/50
Exercise Classes With Instructor Approval	Various Staff	\$10/\$15	50/50
Language			
Spanish for Work	Alicia Miglianni	\$65	\$45/hr
Money Matters			
Investing for Beginners	Paul Parotti	\$49/\$69	60/40
Today's Economic Problems	Paul Parotti	\$49/\$69	60/40
Baby Boomer Financial Workshop	James Morse	Free	60/40
Living Trust	Neal Roger	\$49/\$69	60/40
Retirement Planning	Ronald Gable	\$49/\$69	60/40
Annuities Explained	Jalon O'Connell	\$49/\$69	60/40
Master Your Money	Jalon O'Connell	\$49/\$69	60/40
What's A Living Trust	Neal Rogers	\$29/\$44	60/40
Financial Management Workshop	Jim Dumbeck	\$49/\$69	60/40
Financial Investment Series	John Robbins	\$49/\$69	60/40
Transforming Debt Into Wealth	Seewing Yee	\$39/\$59	60/40
Tax Strategies for Self-Employed	Seewing Yee	\$39/\$59	60/40
Music			
Beginning Guitar for Adults	Sharan Sacks	\$79	60/40

COMMUNITY SERVICES – Fall 2009 PROGRAM

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u>
Online Class Categories			
Internet & Basic Computer Literacy	Education To Go	\$85	\$55
Web Page Design, Graphics & Multimedia	Education To Go	\$85	\$55
Computer Troubleshooting & Networking	Education To Go	\$85	\$55
Computer Programming	Education To Go	\$85	\$55
Digital Photography & Digital Video	Education To Go	\$85	\$55
Languages	Education To Go	\$85	\$55
Writing Courses	Education To Go	\$85	\$55
Entertainment Industry	Education To Go	\$85	\$55
Business Planning & Sales	Education To Go	\$85	\$55
Business Marketing & Accounting	Education To Go	\$85	\$55
Finance, Wealth & Career Building	Education To Go	\$85	\$55
Family, Parenting & Child Care	Education To Go	\$85	\$55
Personal Development			
Finding Your Passion	Sue McCullough Montelone	\$29	60/40
Social Skills For Professional Success	Vandy Forrester	\$29	60/40
The Secret Revealed	Charles Prosper	\$29	60/40
Real Estate			
Buying A Home In Today's Market	Alana Gates	\$35	60/40
Invest/Manage Residential Property	William Mansfield	\$49/\$74	60/40
Understanding Short Sales	William Tanner	\$35	60/40
Make Money In Today's Economic Market	Marshall Reddick	\$54/\$81	60/40
Propietarios De Vivienda A Evitar El Embargo	Sandy Flores	\$10	60/40
Precauciones Antes De Comprar Una Propiedad	Sandy Flores	\$10	60/40
Real Estate Decisions	Dorothy Ables	\$39	60/40
Real Estate Test Prep	Dorothy Ables	\$85	60/40
Special Interest			
Drug & Alcohol Awareness Program	DMS/AAAA	\$40	50/50
Suspended Driver's License Program	DMS/AAAA	\$150	50/50
Tobacco Cessation	Diana Gonzalez	\$100	50/50
Motorcycle Safety	Rich Greger	\$250	60/40
Travel			
Hollyhock House & Farmer's Market	Brigitte Burns	\$59	\$150
Griffith Park Observatory	Brigitte Burns	\$59	\$150
Shambala	Brigitte Burns	\$89	\$150
Poinsettia Festival	Brigitte Burns	\$59	\$150
Christmas At Ronald Reagan Library	Brigitte Burns	\$89	\$150
Discover New York On A Budget	Jordan Young	\$25	60/40
Discover San Francisco On A Budget	Jordan Young	\$25	60/40
Travel Photography	Ralph Velasco	\$49	60/40
Travel & Get Paid	Cherie Anderson	\$35	60/40
Disney Music Center	Brigitte Burns	\$59	\$150
Edward Dean Museum	Brigitte Burns	\$69	\$150
Local Theatre Excursion	Jordan Young	\$25	60/40

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College
Community Services Program

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of Santiago Canyon College Community Services Program, Fall 2009	
Action:	Request For Approval	

BACKGROUND

The Fall 2009 Community Services Program reflects a comprehensive effort to meet the needs of the community by maintaining quality in programming through the development of new courses and promoting on-going revenue generating courses.

ANALYSIS

Santiago Canyon College (SCC) maintains a comprehensive educational and recreational Community Services Program that supports RSCCD's vision of "providing comprehensive educational opportunities" and responds to the diverse needs of the community. Community Services continues to expand its educational and recreational program by offering more than 125 cost effective classes in the SCC service area.

RECOMMENDATION

It is recommended that the Board of Trustees review and approve the attached proposed Community Services Program for Fall 2009.

Fiscal Impact:	\$25,000 Revenue	Board Date: July 27, 2009
Prepared by:	Jose Vargas, Vice President of Continuing Education	
Submitted by:	Juan Vázquez, President	
Recommended by:	Dr. Edward Hernandez, Jr., Chancellor	

SANTIAGO CANYON COLLEGE
Community Services Program - Fall 2009

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
Animal Care			
Basic Dog Manners "Crash Course"	Dog Services Unlimited	\$72	60/40
How to Help Your Dog Help Others	Kim Pagones	\$39	60/40
Around the Home & Garden			
Basic Home Plumbing Repairs	Rick Longobart	\$69	50/50
Interior Design for the Homeowner	Cynthia Albert	\$69	60/40
Arts & Crafts			
Fresh Fall Flowers	Pat Gosnell	\$28	70/30
Fresh Fall Centerpiece	Pat Gosnell	\$12	70/30
Fresh Holiday Cheer	Pat Gosnell	\$21	70/30
Intermediate Fall Flowers	Pat Gosnell	\$28	70/30
Beginning Watercolor	Wendy Wu	\$79	60/40
Jewelry Design/Stringing Techniques	Phuong Nguyen	\$39	50/50
Jewelry Design/Wire Techniques	Phuong Nguyen	\$39	50/50
Great Holiday Gift with Digital Photos	Patty Debowski	\$39	60/40
Intermediate Card Making	Andrea Lewis	\$29	60/40
Business & Careers			
Become a Notary Public	Notary Public Seminars	\$85	60/40
Renewing Notaries	Notary Public Seminars	\$50	60/40
Start a Loan Signing Business	Notary Public Seminars	\$89	60/40
How to Be a Special Event Planner	Farla Binder	\$44	60/40
How to Be Your Own Private Investigator	Jim Harriger	\$39	60/40
How to Become a Mystery Shopper	Elaine Moran	\$39	60/40
Writing for Kids	Garrett Hicks	\$59	50/50
Writing for Magazines	Jack Adams	\$39	60/40
Screenwriting	Jack Adams	\$39	60/40
Marketing on the Internet	Keith Mueller	\$89	50/50
Writing Your 1 st Book	Bobbie Christensen	\$39	60/40
Publishing Your 1 st Book	Bobbie Christensen	\$39	60/40
Human Resources Certification	Allison Pratt	\$149	50/50
• Employee Retention	Allison Pratt	\$59	50/50
• Conducting Effective Performance	Allison Pratt	\$59	50/50
• Effective/Legal Terminations	Allison Pratt	\$59	50/50
Accounting for the Non-Accountants	The DG Group	\$89	60/40
Introduction To QuickBooks	The DG Group	\$99	60/40
Travel & Get Paid	Cherie Anderson	\$39	60/40
Supervisor Certificate Program	Irv Gamal	\$141	60/40
• Building Your Leadership Skills	Irv Gamal	\$49	60/40
• Assessing Your Strengths	Irv Gamal	\$49	60/40
• Communication Skills	Irv Gamal	\$49	60/40
• On the Job Training	Irv Gamal	\$49	60/40

SANTIAGO CANYON COLLEGE
Community Services Program - Fall 2009

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
<i>Business & Careers Continued</i>			
Introduction to Voiceovers	Voices for All	\$29	60/40
<i>College For Kids</i>			
How to Write a College Essay	Jayne Munoz	\$59	\$40/hour
Natural A's	Curtis Adney	\$49	60/40
Seriously Awesome Sitters	Sabrina Bradley	\$39	60/40
Alakazam Magic for Kids	John Fedko	\$29	60/40
Cartooning Drawing	Young Rembrandt's	\$63	60/40
Acting for Theater & Commercials	Robert Conrad/ Acting Express	\$69	60/40
Young Screenwriters	Robert Conrad/ Acting Express	\$69	60/40
<i>Computers</i>			
Computers for Beginners	Dori Dumon	\$89	\$40/hour
Managing Your Computer Files	Dori Dumon	\$44	\$40/hour
Become a Windows Wizard	Dori Dumon	\$44	\$40/hour
Introduction To Photoshop	Dori Dumon	\$89	\$40/hour
Intro to Internet & Email	Dori Dumon	\$89	\$40/hour
Design Your Own Website	Dori Dumon	\$89	\$40/hour
Microsoft Word - Part I	Karen Harris	\$89	\$40/hour
Microsoft Word - Part II	Karen Harris	\$89	\$40/hour
Introduction to MS Excel	Karen Harris	\$89	\$40/hour
Improving PC Performance	Robert Cohen	\$29	60/40
Macintosh Basics	Keith Mueller	\$89	50/50
Intermediate Macintosh	Keith Mueller	\$89	50/50
On-Line Courses	Education To Go	\$85	\$30/\$55
<i>Dance</i>			
Salsa	Salomon Rivera	\$59	60/40
Cardio Dance Class	Salomon Rivera	\$59	60/40
Belly Dance	JoEllen Larsen	\$59	60/40
Strictly Ballroom	John Potter	\$59	\$40/hour
East Coast Swing	John Potter	\$59	\$40/hour
West Coast Swing	John Potter	\$59	\$40/hour
Night Club Latin	John Potter	\$59	\$40/hour
<i>Gemology</i>			
The Jewelry Bench Explained	Lothar Vallot	\$33	60/40
Everything You Wanted to Know About Gems	Lothar Vallot	\$33	60/40
Gemstone Buyers Beware	John Eyre	\$33	60/40
All About Pearls	Diana Sanders Cinnamon	\$33	60/40
History in the Jewelry Box	Diana Sanders Cinnamon	\$33	60/40
How to be a Silver Detective	Diana Sanders Cinnamon	\$33	60/40

SANTIAGO CANYON COLLEGE
Community Services Program - Fall 2009

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate</u> <u>SCC/Presenter</u>
Health, Beauty & Fitness			
Tai Chi Chuan	Karen Mack	\$59	60/40
Yoga	Pamela Buonanotte	\$59	60/40
Evening of Massage	Barbara Sobel	\$39/\$69	60/40
Head & Foot Massage	Barbara Sobel	\$39/\$69	60/40
Aromatherapy/Gifts for the Holiday	Barbara Sobel	\$39	60/40
Boogie Box	Holly September	\$79	60/40
Skin Solutions	Jo Ellen Larson	\$29	60/40
5 Most Dangerous Threats to Brain Health	Debbi Harper	\$29	60/40
Language			
Spanish at Work	CALINK Institute	\$75	\$40/hour
Faster Fantastic French	Katherine Watson	\$59	60/40
Introduction to Italian	Alpine Tutoring	\$59	\$40/hour
Medical Billing			
Introduction to Medical Billing-Part I	Kris Patterson	\$99	60/40
Advanced Medical Billing-Part II	Kris Patterson	\$69	60/40
Money Matters			
Investing in Troubled Times	Jalon O'Connell	\$39	No Charge
Investment Bootcamp	Jalon O'Connell	\$39	No Charge
Surviving Employment Transitions	Jim Dumbeck	\$20	60/40
Complete Financial Workshop	Jim Dumbeck	\$59/\$89	60/40
Build Your Financial Portfolio	Bobbie Christensen	\$39/\$59	60/40
Retirement Planning Today	Charles Munoz	\$49/\$69	60/40
Living Trust & Estate Planning	Neal Rogers	\$29/\$44	60/40
Transforming Debt into Wealth	Seewing Yee	\$39/\$59	60/40
Tax Strategies for Self-Employed	Seewing Yee	\$39/\$59	60/40
Music			
Keyboards Kool & Kwik	Patrick Hardman	\$39	60/40
Beginning Guitar	Ron Gorman	\$89	50/50
Intermediate Guitar	Ron Gorman	\$89	50/50
Personal Enrichment			
What Were You Born To Do	Curtis Adney	\$49	60/40
Overcome Anxiety & Panic Forever	Nick Lazaris	\$29	60/40
Overcome Your Fear of Public Speaking	Nick Lazaris	\$29	60/40
Social Skills for Professional Success	Vandy Forrester	\$29	No Fee
Put Sizzle & Sophistication in your Social Life	Vandy Forrester	\$29	No Fee
How Feng Shui Helps w/ Money & Relationships	Kathy Zimmerman	\$32	60/40
Baby Signs Parent Workshop	Yvonne Greenwald	\$19	60/40

SANTIAGO CANYON COLLEGE
Community Services Program - Fall 2009

<u>Category/Event Name</u>	<u>Instructor</u>	<u>Fee</u>	<u>Pay Rate SCC/Presenter</u>
Real Estate			
Find Tax Lien & Tax Deed Properties	Marshall Reddick Seminars	\$54/\$81	60/40
How to Sell Residential Real Estate	Robert Lindquist	\$23	50/50
Special Interest			
Digital Photography- Point & Shoot	Julie Diebolt Price	\$59	60/40
Digital Photography- SLR	Julie Diebolt Price	\$59	60/40
Get More WOW! With Your Pictures	Julie Diebolt Price	\$59	60/40
Interactive Photography Workshop	Julie Diebolt Price	\$89	60/40
Beyond Basic Digital Photography	Julie Diebolt Price	\$59	60/40
Fly Fishing for Fun	Eric Christensen	\$39	60/40
Tasty Sushi	Sharla Oyenoki	\$29	50/50
BBQ Pit Master 101	Harry Soo	\$69	60/40
EBay For Fun & Profit	Keith Mueller	\$49	50/50
CPR	Sabrina Bradley	\$29	60/40
Basic First Aid	Sabrina Bradley	\$29	60/40
Acting for Commercials	Robert Conrad/Acting Express	\$39	60/40
Theater Performing Class	Robert Conrad/Acting Express	\$150	60/40
Intro to Creative Writing	Kathleen Gunton	\$69	60/40
Professional Magic for Adults	John Fedko	\$39	50/50
Test Preparation			
SAT Preparation	Jayne Munoz/Darlene Ornelas	\$94	\$40/Hour
CHASEE Preparation	Alpine Tutoring	\$94	\$40/Hour
Online Driver's Education	Safety Drivers Ed	\$59	50/50
Travel			
Disney Magic Center/Pantry	Brigitte Burns	\$59	\$150
Edward Dean Museum	Brigitte Burns	\$69	\$150
Reagan Library/Christmas Around the World	Brigitte Burns	\$69	\$150

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College-Career Education

To: Board of Trustees	Date: July 27, 2009
Re: Approval of Operating Engineers Training Trust Master Cost Agreement	
Action: Approval	

BACKGROUND

Rancho Santiago Community College District has a long-standing, on-going relationship with organized labor and their respective apprenticeship training programs. The Operating Engineers program is one of the programs the college offers in this type of affiliation. Students are registered as college students, take college-approved courses and receive college credit for their matriculation. At the conclusion of this program each student receives a jointly-authorized certificate validating journeyman status.

ANALYSIS

Rancho Santiago Community College District receives \$5.06 per student hour of positive attendance from the state. These student attendance hours are reported separately from the traditional FTES calculations. The contractual agreement attached outlines the allocation of funds from these state funds and further specifies Rancho Santiago Community College District's and the Operating Engineers Training Trust's obligations.

RECOMMENDATION

It is recommended that the Board approve the contract with the Operating Engineers Training Trust for 2009-2010 as presented.

Fiscal Impact: approximately \$70,000 to RSCCD; approximately \$400,000 to Operating Engineers Training Trust	Board Date: 7/27/09
Prepared by: Mary Halvorson, Vice-President, Academic Affairs Tricia Evans, Dean, Career Education	
Submitted by: Juan A. Vázquez, President	
Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

MASTER COST AGREEMENT

BETWEEN

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
OPERATING ENGINEERS TRAINING TRUST JATC**

This Agreement, made and entered into this 1st day of July, 2009, by and between:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereinafter referred to as RSCCD, and the OPERATING ENGINEERS TRAINING TRUST JATC, hereinafter referred to as OETTJATC:

WITNESSETH.

It is the intent of RSCCD and OETTJATC to enter into an agreement whereby RSCCD will reimburse OETTJATC for all instructional materials and curriculum development used by and for RSCCD indentured operating engineer apprentices.

ARTICLE I - RECITALS

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

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

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

Whereas, we jointly pledge: We affirm that the recruitment, selection, employment, and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin, or sex. We will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship as required by the California Plan for Equal Opportunity in Apprenticeship and by the California Administrative Code, Title 8, Chapter 2.

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

SCC-09-005

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

ARTICLE II - RESPONSIBILITIES OF RSCCD

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

ARTICLE III - RESPONSIBILITIES OF CAL/NEVA

1. OETTJATC shall monitor the students, maintain records of work experience and be responsible for apprentice evaluation and counseling regarding on-site work experience. These records shall be available to RSCCD and State of California. RSCCD will require the instructors to complete any training mandated by the State of California for instructors to meet minimum qualifications.
2. OETTJATC shall provide classrooms, instructor manuals, instructional supplies, and other teaching aids necessary to instruct classes.
3. OETTJATC shall provide funds for and administer one (1) instructor workshop annually.
4. OETTJATC shall provide clerical support to maintain training records.
5. OETTJATC shall employ instructional aides and/or tool room attendants. Such personnel will be responsible for assisting instructors and placing all tools, equipment and materials in the training areas when needed by the instructors.
6. OETTJATC instructors will meet the minimum qualifications for instruction as stated in Section 53413 of Title 5 of the California Administrative Code and will be instructors of record for RSCCD.

ARTICLE IV - GENERAL PROVISIONS

1. This Agreement shall commence with the beginning of the fiscal year (July 1, 2009) and will continue until the end of the fiscal year (June 30, 2010), unless earlier terminated by either party in the manner set forth herein.
2. All persons employed by OETTJATC and performing services for their training committee shall be solely employees of OETTJATC. OETTJATC will be responsible for the salaries and other benefits including Worker's Compensation of all such personnel.
3. RSCCD shall pay OETTJATC an amount equal to eighty-five percent (85%), amount specified for each clock hour of teaching time per apprentice. Payment shall be made to the Operating Engineers JATC, 2190 S. Pellissier Pl., Whittier, CA, 90601, within thirty (30) days of receipt of positive attendance hours.
4. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or sent by U.S. certified mail, postage pre-paid with return receipt requested. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. All such notices personally delivered shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposited in the mail.

To the College: Santiago Canyon College
 Apprenticeship Department
 8045 E. Chapman Avenue
 Orange, CA 92869

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

To OETTJATC: Operating Engineers JATC
 2190 S. Pellissier Pl.
 Whittier, CA 90601

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

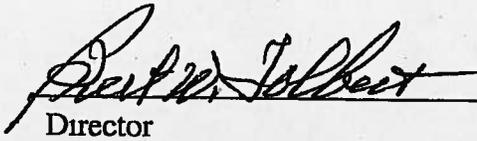
6. Each party shall maintain and secure comprehensive general liability and property damage insurance of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof. Thirty (30) days written notice shall be provided to the other party prior to cancellation, or reduction in said insurance. Upon request, the requesting party shall be provided a copy of said policy.
7. This Agreement and the rights and duties thereunder shall not be assigned in whole or in part without the written consent of both said parties.
8. When the following condition exists, this Agreement may be cancelled by either said party hereto upon giving of thirty (30) days advance written notice. Such notice shall be personally served or given by United States mail.
 - a. Emergency conditions resulting from acts of God.
 - b. Non-performance of the terms of this Agreement.
9. RSCCD agrees to provide OETTJATC with records indicating attendance, income and expenditure data.
10. The parties hereto have executed this Agreement on the dates specified immediately adjacent to their respective signatures.

IN WITNESS THEREOF:

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

OPERATING ENGINEERS JATC

Peter J. Hardash
Vice Chancellor
Business Operations/Fiscal Services



Director

Date: 6/11/09

Approved by Governing Board:

Date: _____

Check Registers Submitted for Approval
Checks Written for Period 06/16/09 thru 07/17/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43671	General Fund Unrestricted	2,254.91	0.00	2,254.91	92*0223269	92*0223269
43672	General Fund Unrestricted	12,859.00	0.00	12,859.00	92*0223270	92*0223271
43673	General Fund Unrestricted	207,841.53	0.00	207,841.53	92*0223272	92*0223273
Southwest Carpenters						
43674	General Fund Unrestricted	14,880.00	0.00	14,880.00	92*0223274	92*0223276
43675	General Fund Unrestricted	1,488.74	0.00	1,488.74	92*0223277	92*0223279
43680	General Fund Unrestricted	3,000.00	0.00	3,000.00	92*0223298	92*0223299
43691	General Fund Unrestricted	792.69	0.00	792.69	92*0223328	92*0223328
43692	General Fund Unrestricted	20,109.00	0.00	20,109.00	92*0223329	92*0223334
43698	General Fund Unrestricted	5,789.16	0.00	5,789.16	92*0223360	92*0223364
43700	General Fund Unrestricted	1,026.81	0.00	1,026.81	92*0223368	92*0223368
43705	General Fund Unrestricted	14,375.00	0.00	14,375.00	92*0223401	92*0223402
43707	General Fund Unrestricted	56,950.00	0.00	56,950.00	92*0223404	92*0223405
43709	General Fund Unrestricted	83,181.34	0.00	83,181.34	92*0223408	92*0223408
43710	General Fund Unrestricted	131,894.46	0.00	131,894.46	92*0223409	92*0223410
Southwest Carpenters						
43728	General Fund Unrestricted	1,344.69	0.00	1,344.69	92*0223458	92*0223462
43729	General Fund Unrestricted	3,755.03	0.00	3,755.03	92*0223463	92*0223467
43731	General Fund Unrestricted	372.24	0.00	372.24	92*0223470	92*0223470
43732	General Fund Unrestricted	1,982.89	0.00	1,982.89	92*0223471	92*0223473
43733	General Fund Unrestricted	3,124.23	0.00	3,124.23	92*0223474	92*0223482
43735	General Fund Unrestricted	42,435.60	0.00	42,435.60	92*0223485	92*0223488
43736	General Fund Unrestricted	10,600.00	0.00	10,600.00	92*0223492	92*0223493
43739	General Fund Unrestricted	12,845.54	0.00	12,845.54	92*0223504	92*0223513
43740	General Fund Unrestricted	5,039.18	0.00	5,039.18	92*0223514	92*0223517
43742	General Fund Unrestricted	15,485.85	0.00	15,485.85	92*0223520	92*0223522
43743	General Fund Unrestricted	459.63	0.00	459.63	92*0223525	92*0223528
43744	General Fund Unrestricted	10,650.00	0.00	10,650.00	92*0223529	92*0223530
43748	General Fund Unrestricted	2,283.75	0.00	2,283.75	92*0223543	92*0223543
43749	General Fund Unrestricted	37,437.25	0.00	37,437.25	92*0223544	92*0223545
43750	General Fund Unrestricted	33,253.13	0.00	33,253.13	92*0223546	92*0223546
43751	General Fund Unrestricted	70,882.00	0.00	70,882.00	92*0223547	92*0223548
43752	General Fund Unrestricted	28,752.25	0.00	28,752.25	92*0223549	92*0223550
43753	General Fund Unrestricted	28,389.25	0.00	28,389.25	92*0223551	92*0223554
43754	General Fund Unrestricted	36,667.25	0.00	36,667.25	92*0223555	92*0223556
43755	General Fund Unrestricted	3,331.53	0.00	3,331.53	92*0223557	92*0223560
43759	General Fund Unrestricted	1,219.91	0.00	1,219.91	92*0223581	92*0223583
43760	General Fund Unrestricted	583.03	0.00	583.03	92*0223584	92*0223588

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43762	General Fund Unrestricted	4,363.10	0.00	4,363.10	92*0223593	92*0223593
43763	General Fund Unrestricted	130,690.19	0.00	130,690.19	92*0223594	92*0223598
Southwest Carpenters						
43767	General Fund Unrestricted	46,148.83	0.00	46,148.83	92*0223613	92*0223614
43769	General Fund Unrestricted	2,261.16	0.00	2,261.16	92*0223617	92*0223619
43770	General Fund Unrestricted	2,634.91	0.00	2,634.91	92*0223620	92*0223622
43771	General Fund Unrestricted	13,235.04	0.00	13,235.04	92*0223623	92*0223623
43772	General Fund Unrestricted	13,126.25	0.00	13,126.25	92*0223624	92*0223625
43773	General Fund Unrestricted	38,451.25	0.00	38,451.25	92*0223626	92*0223626
43774	General Fund Unrestricted	2,331.97	0.00	2,331.97	92*0223627	92*0223631
43775	General Fund Unrestricted	10,026.60	0.00	10,026.60	92*0223632	92*0223634
43776	General Fund Unrestricted	11,653.66	0.00	11,653.66	92*0223635	92*0223635
43778	General Fund Unrestricted	4,595.64	0.00	4,595.64	92*0223637	92*0223641
43781	General Fund Unrestricted	2,380.00	0.00	2,380.00	92*0223646	92*0223646
43782	General Fund Unrestricted	275.68	0.00	275.68	92*0223647	92*0223651
43799	General Fund Unrestricted	62,860.00	0.00	62,860.00	92*0223713	92*0223714
43800	General Fund Unrestricted	44,985.00	0.00	44,985.00	92*0223715	92*0223716
43801	General Fund Unrestricted	2,646.87	0.00	2,646.87	92*0223717	92*0223718
43804	General Fund Unrestricted	9,101.95	0.00	9,101.95	92*0223723	92*0223728
43805	General Fund Unrestricted	43,330.00	0.00	43,330.00	92*0223729	92*0223729
43807	General Fund Unrestricted	22,337.00	0.00	22,337.00	92*0223734	92*0223736
43809	General Fund Unrestricted	1,460.49	0.00	1,460.49	92*0223742	92*0223749
43810	General Fund Unrestricted	551.89	0.00	551.89	92*0223751	92*0223752
43811	General Fund Unrestricted	544.71	0.00	544.71	92*0223755	92*0223757
43812	General Fund Unrestricted	6,944.21	0.00	6,944.21	92*0223759	92*0223760
43815	General Fund Unrestricted	111,074.75	0.00	111,074.75	92*0223765	92*0223765
San Bernardino County						
43816	General Fund Unrestricted	1,010.73	0.00	1,010.73	92*0223766	92*0223768
43817	General Fund Unrestricted	20,607.00	0.00	20,607.00	92*0223769	92*0223770
43818	General Fund Unrestricted	87,346.50	0.00	87,346.50	92*0223771	92*0223773
43819	General Fund Unrestricted	687.24	0.00	687.24	92*0223774	92*0223777
43820	General Fund Unrestricted	148,158.50	0.00	148,158.50	92*0223778	92*0223778
Orange County Fire Authority						
43821	General Fund Unrestricted	157.88	0.00	157.88	92*0223779	92*0223779
43826	General Fund Unrestricted	25,293.02	0.00	25,293.02	92*0223787	92*0223790
43831	General Fund Unrestricted	1,500.00	0.00	1,500.00	92*0223803	92*0223803
43834	General Fund Unrestricted	5,688.78	0.00	5,688.78	92*0223810	92*0223813
43835	General Fund Unrestricted	8,882.68	0.00	8,882.68	92*0223814	92*0223815

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43836	General Fund Unrestricted	3,473.43	0.00	3,473.43	92*0223816	92*0223820
43837	General Fund Unrestricted	16,870.00	0.00	16,870.00	92*0223821	92*0223822
43838	General Fund Unrestricted	1,069.05	0.00	1,069.05	92*0223823	92*0223825
43841	General Fund Unrestricted	8,422.68	0.00	8,422.68	92*0223836	92*0223836
43842	General Fund Unrestricted	4,020.05	0.00	4,020.05	92*0223837	92*0223840
43843	General Fund Unrestricted	31,493.40	0.00	31,493.40	92*0223841	92*0223841
43849	General Fund Unrestricted	1,029.05	0.00	1,029.05	92*0223857	92*0223860
43850	General Fund Unrestricted	1,340.54	0.00	1,340.54	92*0223861	92*0223865
43852	General Fund Unrestricted	7,977.73	0.00	7,977.73	92*0223870	92*0223873
43853	General Fund Unrestricted	19,424.06	0.00	19,424.06	92*0223874	92*0223877
43855	General Fund Unrestricted	110,690.37	0.00	110,690.37	92*0223881	92*0223882
So Calif Edison Co						
43856	General Fund Unrestricted	8,663.28	0.00	8,663.28	92*0223884	92*0223884
43857	General Fund Unrestricted	25,093.71	0.00	25,093.71	92*0223886	92*0223891
43859	General Fund Unrestricted	9,238.57	0.00	9,238.57	92*0223899	92*0223902
43860	General Fund Unrestricted	1,405.06	0.00	1,405.06	92*0223903	92*0223907
43861	General Fund Unrestricted	8,086.48	0.00	8,086.48	92*0223908	92*0223916
43867	General Fund Unrestricted	18,210.92	0.00	18,210.92	92*0223934	92*0223935
43868	General Fund Unrestricted	2,100.00	0.00	2,100.00	92*0223936	92*0223939
43869	General Fund Unrestricted	129,360.00	0.00	129,360.00	92*0223940	92*0223941
School Web Svcs						
43870	General Fund Unrestricted	926.92	0.00	926.92	92*0223942	92*0223942
43873	General Fund Unrestricted	1,820.11	0.00	1,820.11	92*0223956	92*0223957
43875	General Fund Unrestricted	7,078.45	0.00	7,078.45	92*0223960	92*0223968
43877	General Fund Unrestricted	4,000.00	0.00	4,000.00	92*0223973	92*0223973
43887	General Fund Unrestricted	2,761.13	0.00	2,761.13	92*0224008	92*0224011
43888	General Fund Unrestricted	9,807.89	0.00	9,807.89	92*0224012	92*0224015
43892	General Fund Unrestricted	32,106.50	0.00	32,106.50	92*0224027	92*0224027
43894	General Fund Unrestricted	2,136.22	0.00	2,136.22	92*0224034	92*0224034
43895	General Fund Unrestricted	2,333.30	0.00	2,333.30	92*0224036	92*0224042
43896	General Fund Unrestricted	8,249.13	0.00	8,249.13	92*0224044	92*0224046
43897	General Fund Unrestricted	10,195.56	0.00	10,195.56	92*0224048	92*0224049
43898	General Fund Unrestricted	191,901.00	0.00	191,901.00	92*0224050	92*0224050
Orange County High School						
43902	General Fund Unrestricted	1,000.00	0.00	1,000.00	92*0224056	92*0224056
43905	General Fund Unrestricted	42,033.01	0.00	42,033.01	92*0224069	92*0224071
43906	General Fund Unrestricted	691.59	0.00	691.59	92*0224072	92*0224073
43907	General Fund Unrestricted	4,983.04	0.00	4,983.04	92*0224074	92*0224075

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43909	General Fund Unrestricted	54,186.00	0.00	54,186.00	92*0224081	92*0224081
43910	General Fund Unrestricted	3,472.12	0.00	3,472.12	92*0224082	92*0224086
43913	General Fund Unrestricted	3,174.60	0.00	3,174.60	92*0224095	92*0224100
43914	General Fund Unrestricted	14,640.00	0.00	14,640.00	92*0224101	92*0224101
43915	General Fund Unrestricted	27,387.50	0.00	27,387.50	92*0224102	92*0224102
43916	General Fund Unrestricted	1,119.26	0.00	1,119.26	92*0224103	92*0224103
43917	General Fund Unrestricted	4,337.17	0.00	4,337.17	92*0224106	92*0224113
43925	General Fund Unrestricted	15,249.74	0.00	15,249.74	92*0224128	92*0224130
43928	General Fund Unrestricted	1,637.58	0.00	1,637.58	92*0224144	92*0224144
43929	General Fund Unrestricted	996.36	0.00	996.36	92*0224145	92*0224150
43930	General Fund Unrestricted	1,043.00	0.00	1,043.00	92*0224152	92*0224152
43933	General Fund Unrestricted	7,821.22	0.00	7,821.22	92*0224162	92*0224164
43934	General Fund Unrestricted	2,403.04	0.00	2,403.04	92*0224165	92*0224171
43935	General Fund Unrestricted	69.78	0.00	69.78	92*0224174	92*0224174
43936	General Fund Unrestricted	10,544.27	0.00	10,544.27	92*0224175	92*0224179
43937	General Fund Unrestricted	1,608.73	0.00	1,608.73	92*0224180	92*0224185
43944	General Fund Unrestricted	7,316.00	0.00	7,316.00	92*0224197	92*0224198
43945	General Fund Unrestricted	213,264.00	0.00	213,264.00	92*0224199	92*0224199
Foundation for California						
43948	General Fund Unrestricted	1,069.62	0.00	1,069.62	92*0224208	92*0224209
43949	General Fund Unrestricted	311.00	0.00	311.00	92*0224210	92*0224210
43951	General Fund Unrestricted	14,020.00	0.00	14,020.00	92*0224221	92*0224221
43952	General Fund Unrestricted	106,809.25	0.00	106,809.25	92*0224222	92*0224222
County of Orange						
43954	General Fund Unrestricted	19,929.15	0.00	19,929.15	92*0224229	92*0224229
43956	General Fund Unrestricted	2,074.31	0.00	2,074.31	92*0224234	92*0224240
43957	General Fund Unrestricted	1,856.63	0.00	1,856.63	92*0224242	92*0224244
43958	General Fund Unrestricted	1,160.00	0.00	1,160.00	92*0224246	92*0224248
43964	General Fund Unrestricted	15,388.16	0.00	15,388.16	92*0224258	92*0224258
43966	General Fund Unrestricted	9,821.00	0.00	9,821.00	92*0224261	92*0224263
43972	General Fund Unrestricted	88,861.98	0.00	88,861.98	92*0224302	92*0224302
43973	General Fund Unrestricted	60.00	0.00	60.00	92*0224303	92*0224304
43975	General Fund Unrestricted	3,063.00	0.00	3,063.00	92*0224311	92*0224312
43987	General Fund Unrestricted	5,796.49	0.00	5,796.49	92*0224338	92*0224339
43988	General Fund Unrestricted	1,521.06	0.00	1,521.06	92*0224340	92*0224342
43989	General Fund Unrestricted	390,516.00	0.00	390,516.00	92*0224343	92*0224345
Datatel Inc						
43990	General Fund Unrestricted	37,099.97	0.00	37,099.97	92*0224346	92*0224349

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43991	General Fund Unrestricted	346.00	0.00	346.00	92*0224350	92*0224351
43992	General Fund Unrestricted	6,791.37	0.00	6,791.37	92*0224352	92*0224355
43993	General Fund Unrestricted	633.98	0.00	633.98	92*0224356	92*0224358
43994	General Fund Unrestricted	11,281.39	0.00	11,281.39	92*0224360	92*0224360
43996	General Fund Unrestricted	1,039.75	0.00	1,039.75	92*0224362	92*0224364
43997	General Fund Unrestricted	2,983.75	0.00	2,983.75	92*0224365	92*0224365
44001	General Fund Unrestricted	333.81	0.00	333.81	92*0224375	92*0224376
44002	General Fund Unrestricted	16,856.88	0.00	16,856.88	92*0224377	92*0224378
44005	General Fund Unrestricted	22,748.88	0.00	22,748.88	92*0224398	92*0224398
44006	General Fund Unrestricted	969.25	0.00	969.25	92*0224400	92*0224400
44007	General Fund Unrestricted	732.25	0.00	732.25	92*0224401	92*0224403
44009	General Fund Unrestricted	172.31	0.00	172.31	92*0224405	92*0224407
44011	General Fund Unrestricted	5,128.13	0.00	5,128.13	92*0224410	92*0224416
44012	General Fund Unrestricted	3,505.47	0.00	3,505.47	92*0224417	92*0224423
44015	General Fund Unrestricted	6,704.29	0.00	6,704.29	92*0224433	92*0224440
44018	General Fund Unrestricted	154,285.11	0.00	154,285.11	92*0224449	92*0224449
Hewlett Packard						
44019	General Fund Unrestricted	714.14	0.00	714.14	92*0224451	92*0224452
44020	General Fund Unrestricted	47,860.88	0.00	47,860.88	92*0224453	92*0224454
44021	General Fund Unrestricted	56,628.44	0.00	56,628.44	92*0224455	92*0224456
44026	General Fund Unrestricted	7,775.80	0.00	7,775.80	92*0224471	92*0224475
44027	General Fund Unrestricted	26,632.88	0.00	26,632.88	92*0224476	92*0224476
44028	General Fund Unrestricted	14,284.01	0.00	14,284.01	92*0224477	92*0224480
44029	General Fund Unrestricted	800.00	0.00	800.00	92*0224482	92*0224484
44030	General Fund Unrestricted	305.50	0.00	305.50	92*0224485	92*0224496
44031	General Fund Unrestricted	370.00	0.00	370.00	92*0224497	92*0224511
44032	General Fund Unrestricted	1,837.00	0.00	1,837.00	92*0224512	92*0224539
44033	General Fund Unrestricted	1,236.00	0.00	1,236.00	92*0224540	92*0224567
44034	General Fund Unrestricted	2,706.50	0.00	2,706.50	92*0224568	92*0224595
44035	General Fund Unrestricted	1,250.50	0.00	1,250.50	92*0224596	92*0224623
Total Fund 11 General Fund Unrestricted		3,991,214.84	0.00	3,991,214.84		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43669	General Fund Restricted	9,619.06	0.00	9,619.06	92*0223261	92*0223263
43670	General Fund Restricted	2,343.03	0.00	2,343.03	92*0223264	92*0223268
43676	General Fund Restricted	4,796.06	0.00	4,796.06	92*0223280	92*0223283
43677	General Fund Restricted	7,051.50	0.00	7,051.50	92*0223284	92*0223285
43678	General Fund Restricted	2,953.64	0.00	2,953.64	92*0223286	92*0223291
43679	General Fund Restricted	2,400.00	0.00	2,400.00	92*0223292	92*0223297
43681	General Fund Restricted	2,098.12	0.00	2,098.12	92*0223300	92*0223303
43690	General Fund Restricted	3,135.00	0.00	3,135.00	92*0223325	92*0223327
43693	General Fund Restricted	1,120.00	0.00	1,120.00	92*0223335	92*0223341
43694	General Fund Restricted	1,120.00	0.00	1,120.00	92*0223342	92*0223348
43695	General Fund Restricted	1,280.00	0.00	1,280.00	92*0223349	92*0223356
43696	General Fund Restricted	5,024.51	0.00	5,024.51	92*0223357	92*0223357
43697	General Fund Restricted	4,635.00	0.00	4,635.00	92*0223358	92*0223359
43699	General Fund Restricted	541.14	0.00	541.14	92*0223365	92*0223366
43700	General Fund Restricted	1,809.08	0.00	1,809.08	92*0223367	92*0223367
43701	General Fund Restricted	3,200.00	0.00	3,200.00	92*0223369	92*0223376
43702	General Fund Restricted	3,200.00	0.00	3,200.00	92*0223377	92*0223384
43703	General Fund Restricted	3,200.00	0.00	3,200.00	92*0223385	92*0223392
43704	General Fund Restricted	3,200.00	0.00	3,200.00	92*0223393	92*0223400
43706	General Fund Restricted	43,258.40	0.00	43,258.40	92*0223403	92*0223403
43708	General Fund Restricted	994.24	0.00	994.24	92*0223406	92*0223407
43711	General Fund Restricted	513.92	0.00	513.92	92*0223411	92*0223417
43730	General Fund Restricted	2,126.29	0.00	2,126.29	92*0223468	92*0223469
43732	General Fund Restricted	5,795.20	0.00	5,795.20	92*0223472	92*0223472
43734	General Fund Restricted	11,933.24	0.00	11,933.24	92*0223483	92*0223484
43736	General Fund Restricted	11,429.33	0.00	11,429.33	92*0223489	92*0223494
43737	General Fund Restricted	1,127.22	0.00	1,127.22	92*0223495	92*0223495
43738	General Fund Restricted	719.21	0.00	719.21	92*0223496	92*0223503
43739	General Fund Restricted	203.99	0.00	203.99	92*0223505	92*0223505
43741	General Fund Restricted	922.50	0.00	922.50	92*0223518	92*0223519
43743	General Fund Restricted	287.80	0.00	287.80	92*0223523	92*0223527
43745	General Fund Restricted	6,320.00	0.00	6,320.00	92*0223531	92*0223538
43746	General Fund Restricted	23,003.19	0.00	23,003.19	92*0223539	92*0223539
43747	General Fund Restricted	8,693.00	0.00	8,693.00	92*0223540	92*0223542
43756	General Fund Restricted	3,624.40	0.00	3,624.40	92*0223561	92*0223568
43757	General Fund Restricted	4,009.25	0.00	4,009.25	92*0223569	92*0223578
43758	General Fund Restricted	35,012.20	0.00	35,012.20	92*0223579	92*0223579

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43759	General Fund Restricted	102.16	0.00	102.16	92*0223580	92*0223580
43761	General Fund Restricted	958.53	0.00	958.53	92*0223589	92*0223592
43768	General Fund Restricted	4,242.45	0.00	4,242.45	92*0223615	92*0223616
43770	General Fund Restricted	1,557.64	0.00	1,557.64	92*0223621	92*0223621
43777	General Fund Restricted	66,909.62	0.00	66,909.62	92*0223636	92*0223636
43779	General Fund Restricted	855.86	0.00	855.86	92*0223642	92*0223643
43780	General Fund Restricted	6,590.38	0.00	6,590.38	92*0223644	92*0223645
43782	General Fund Restricted	241.48	0.00	241.48	92*0223648	92*0223650
43783	General Fund Restricted	3,101.86	0.00	3,101.86	92*0223652	92*0223652
43784	General Fund Restricted	1,134.36	0.00	1,134.36	92*0223653	92*0223657
43785	General Fund Restricted	40,443.00	0.00	40,443.00	92*0223658	92*0223658
43793	General Fund Restricted	800.00	0.00	800.00	92*0223668	92*0223675
43794	General Fund Restricted	600.00	0.00	600.00	92*0223676	92*0223683
43795	General Fund Restricted	640.00	0.00	640.00	92*0223684	92*0223691
43796	General Fund Restricted	720.00	0.00	720.00	92*0223692	92*0223699
43797	General Fund Restricted	660.00	0.00	660.00	92*0223700	92*0223707
43798	General Fund Restricted	572.00	0.00	572.00	92*0223708	92*0223712
43802	General Fund Restricted	6,535.95	0.00	6,535.95	92*0223719	92*0223721
43803	General Fund Restricted	28.00	0.00	28.00	92*0223722	92*0223722
43806	General Fund Restricted	16,226.28	0.00	16,226.28	92*0223730	92*0223733
43808	General Fund Restricted	387.57	0.00	387.57	92*0223737	92*0223741
43810	General Fund Restricted	297.06	0.00	297.06	92*0223750	92*0223750
43811	General Fund Restricted	296.48	0.00	296.48	92*0223753	92*0223758
43813	General Fund Restricted	12,460.48	0.00	12,460.48	92*0223761	92*0223763
43814	General Fund Restricted	93,777.19	0.00	93,777.19	92*0223764	92*0223764
43816	General Fund Restricted	400.00	0.00	400.00	92*0223767	92*0223767
43819	General Fund Restricted	151.37	0.00	151.37	92*0223776	92*0223776
43827	General Fund Restricted	10,316.80	0.00	10,316.80	92*0223791	92*0223791
43828	General Fund Restricted	2,914.82	0.00	2,914.82	92*0223792	92*0223798
43831	General Fund Restricted	291.17	0.00	291.17	92*0223802	92*0223802
43832	General Fund Restricted	850.76	0.00	850.76	92*0223804	92*0223807
43833	General Fund Restricted	1,400.00	0.00	1,400.00	92*0223808	92*0223809
43839	General Fund Restricted	6,796.80	0.00	6,796.80	92*0223826	92*0223829
43840	General Fund Restricted	3,208.18	0.00	3,208.18	92*0223830	92*0223834
43841	General Fund Restricted	11,986.09	0.00	11,986.09	92*0223835	92*0223835
43844	General Fund Restricted	3,049.25	0.00	3,049.25	92*0223842	92*0223843
43845	General Fund Restricted	3,182.84	0.00	3,182.84	92*0223844	92*0223846

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43846	General Fund Restricted	930.61	0.00	930.61	92*0223847	92*0223848
43847	General Fund Restricted	1,820.00	0.00	1,820.00	92*0223849	92*0223852
43848	General Fund Restricted	1,395.00	0.00	1,395.00	92*0223853	92*0223856
43851	General Fund Restricted	786.63	0.00	786.63	92*0223866	92*0223868
43852	General Fund Restricted	1,000.00	0.00	1,000.00	92*0223869	92*0223869
43854	General Fund Restricted	1,127.95	0.00	1,127.95	92*0223878	92*0223880
43855	General Fund Restricted	15.15	0.00	15.15	92*0223883	92*0223883
43856	General Fund Restricted	1,585.57	0.00	1,585.57	92*0223885	92*0223885
43858	General Fund Restricted	4,983.91	0.00	4,983.91	92*0223892	92*0223898
43862	General Fund Restricted	2,122.90	0.00	2,122.90	92*0223917	92*0223919
43863	General Fund Restricted	3,873.64	0.00	3,873.64	92*0223920	92*0223921
43866	General Fund Restricted	2,268.45	0.00	2,268.45	92*0223932	92*0223933
43870	General Fund Restricted	326.75	0.00	326.75	92*0223943	92*0223944
43871	General Fund Restricted	15,627.03	0.00	15,627.03	92*0223945	92*0223948
43872	General Fund Restricted	662.56	0.00	662.56	92*0223949	92*0223954
43873	General Fund Restricted	306.96	0.00	306.96	92*0223955	92*0223955
43874	General Fund Restricted	888.32	0.00	888.32	92*0223958	92*0223959
43876	General Fund Restricted	947.39	0.00	947.39	92*0223969	92*0223972
43878	General Fund Restricted	1,245.84	0.00	1,245.84	92*0223974	92*0223979
43889	General Fund Restricted	338.50	0.00	338.50	92*0224016	92*0224019
43891	General Fund Restricted	12,879.58	0.00	12,879.58	92*0224024	92*0224026
43893	General Fund Restricted	2,396.62	0.00	2,396.62	92*0224028	92*0224033
43894	General Fund Restricted	1,630.71	0.00	1,630.71	92*0224035	92*0224035
43896	General Fund Restricted	1,200.60	0.00	1,200.60	92*0224043	92*0224043
43897	General Fund Restricted	599.96	0.00	599.96	92*0224047	92*0224047
43904	General Fund Restricted	15,522.98	0.00	15,522.98	92*0224065	92*0224068
43911	General Fund Restricted	916.65	0.00	916.65	92*0224087	92*0224091
43912	General Fund Restricted	6,476.21	0.00	6,476.21	92*0224092	92*0224094
43916	General Fund Restricted	14,970.00	0.00	14,970.00	92*0224104	92*0224105
43926	General Fund Restricted	803.47	0.00	803.47	92*0224131	92*0224136
43927	General Fund Restricted	1,907.75	0.00	1,907.75	92*0224137	92*0224142
43928	General Fund Restricted	264.78	0.00	264.78	92*0224143	92*0224143
43929	General Fund Restricted	287.59	0.00	287.59	92*0224149	92*0224149
43930	General Fund Restricted	1,212.60	0.00	1,212.60	92*0224151	92*0224151
43931	General Fund Restricted	1,667.64	0.00	1,667.64	92*0224153	92*0224159
43932	General Fund Restricted	3,634.44	0.00	3,634.44	92*0224160	92*0224161
43935	General Fund Restricted	282.68	0.00	282.68	92*0224172	92*0224173

Check Registers Submitted for Approval
 Checks Written for Period 06/16/09 thru 07/17/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43936	General Fund Restricted	186.91	0.00	186.91	92*0224177	92*0224178
43938	General Fund Restricted	21,280.11	0.00	21,280.11	92*0224186	92*0224188
43947	General Fund Restricted	2,987.00	0.00	2,987.00	92*0224201	92*0224206
43948	General Fund Restricted	2,963.72	0.00	2,963.72	92*0224207	92*0224207
43949	General Fund Restricted	1,561.67	0.00	1,561.67	92*0224211	92*0224214
43950	General Fund Restricted	398.05	0.00	398.05	92*0224215	92*0224220
43953	General Fund Restricted	1,642.21	0.00	1,642.21	92*0224223	92*0224228
43955	General Fund Restricted	2,373.38	0.00	2,373.38	92*0224230	92*0224233
43957	General Fund Restricted	412.06	0.00	412.06	92*0224241	92*0224241
43958	General Fund Restricted	500.00	0.00	500.00	92*0224245	92*0224245
43963	General Fund Restricted	31,935.00	0.00	31,935.00	92*0224257	92*0224257
43965	General Fund Restricted	844.75	0.00	844.75	92*0224259	92*0224260
43967	General Fund Restricted	2,720.00	0.00	2,720.00	92*0224264	92*0224271
43968	General Fund Restricted	1,680.00	0.00	1,680.00	92*0224272	92*0224280
43969	General Fund Restricted	1,600.00	0.00	1,600.00	92*0224281	92*0224290
43970	General Fund Restricted	1,440.00	0.00	1,440.00	92*0224291	92*0224299
43971	General Fund Restricted	1,232.96	0.00	1,232.96	92*0224300	92*0224301
43973	General Fund Restricted	201.55	0.00	201.55	92*0224305	92*0224305
43974	General Fund Restricted	3,000.00	0.00	3,000.00	92*0224306	92*0224310
43976	General Fund Restricted	1,185.10	0.00	1,185.10	92*0224313	92*0224318
43987	General Fund Restricted	4,482.72	0.00	4,482.72	92*0224337	92*0224337
43994	General Fund Restricted	15,028.83	0.00	15,028.83	92*0224359	92*0224359
43995	General Fund Restricted	112,285.27	0.00	112,285.27	92*0224361	92*0224361
Regents of the Univ of Calif						
43997	General Fund Restricted	3,000.00	0.00	3,000.00	92*0224366	92*0224366
44006	General Fund Restricted	59.31	0.00	59.31	92*0224399	92*0224399
44008	General Fund Restricted	2,995.46	0.00	2,995.46	92*0224404	92*0224404
44009	General Fund Restricted	663.58	0.00	663.58	92*0224406	92*0224408
44010	General Fund Restricted	60,635.66	0.00	60,635.66	92*0224409	92*0224409
44013	General Fund Restricted	822.43	0.00	822.43	92*0224424	92*0224428
44014	General Fund Restricted	849.98	0.00	849.98	92*0224429	92*0224432
44017	General Fund Restricted	875.00	0.00	875.00	92*0224442	92*0224448
44019	General Fund Restricted	50.00	0.00	50.00	92*0224450	92*0224450
44022	General Fund Restricted	2,560.00	0.00	2,560.00	92*0224457	92*0224458
44023	General Fund Restricted	150.00	0.00	150.00	92*0224459	92*0224461
44024	General Fund Restricted	3,500.00	0.00	3,500.00	92*0224462	92*0224463
44025	General Fund Restricted	1,855.00	0.00	1,855.00	92*0224464	92*0224470
44029	General Fund Restricted	197.59	0.00	197.59	92*0224481	92*0224481

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
	Total Fund 12 General Fund Restricted	<u><u>926,448.67</u></u>	<u><u>0.00</u></u>	<u><u>926,448.67</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43682	Child Development Fund	348.16	0.00	348.16	92*0223304	92*0223305
43683	Child Development Fund	1,317.35	0.00	1,317.35	92*0223306	92*0223307
43684	Child Development Fund	1,325.00	0.00	1,325.00	92*0223308	92*0223311
43712	Child Development Fund	2,308.84	0.00	2,308.84	92*0223418	92*0223422
43822	Child Development Fund	594.36	0.00	594.36	92*0223780	92*0223780
43823	Child Development Fund	807.70	0.00	807.70	92*0223781	92*0223784
43829	Child Development Fund	459.25	0.00	459.25	92*0223799	92*0223800
43864	Child Development Fund	3,499.49	0.00	3,499.49	92*0223922	92*0223928
43879	Child Development Fund	2,758.00	0.00	2,758.00	92*0223980	92*0223983
43880	Child Development Fund	4,086.02	0.00	4,086.02	92*0223984	92*0223989
43881	Child Development Fund	1,645.12	0.00	1,645.12	92*0223990	92*0223994
43908	Child Development Fund	4,186.13	0.00	4,186.13	92*0224076	92*0224080
43918	Child Development Fund	336.31	0.00	336.31	92*0224114	92*0224115
43939	Child Development Fund	17,986.15	0.00	17,986.15	92*0224189	92*0224190
43946	Child Development Fund	5,460.00	0.00	5,460.00	92*0224200	92*0224200
43977	Child Development Fund	1,021.04	0.00	1,021.04	92*0224319	92*0224321
43978	Child Development Fund	2,078.51	0.00	2,078.51	92*0224322	92*0224322
43998	Child Development Fund	766.52	0.00	766.52	92*0224367	92*0224369
44016	Child Development Fund	47.29	0.00	47.29	92*0224441	92*0224441
Total Fund 33 Child Development Fund		51,031.24	0.00	51,031.24		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43686	Capital Outlay Projects Fund	51,850.00	0.00	51,850.00	92*0223314	92*0223314
43687	Capital Outlay Projects Fund	171.00	0.00	171.00	92*0223315	92*0223316
43721	Capital Outlay Projects Fund	12,968.64	0.00	12,968.64	92*0223443	92*0223443
43722	Capital Outlay Projects Fund	110,400.96	0.00	110,400.96	92*0223444	92*0223445
Pacific Western Bank						
43723	Capital Outlay Projects Fund	10,293.75	0.00	10,293.75	92*0223446	92*0223446
43724	Capital Outlay Projects Fund	96,948.00	0.00	96,948.00	92*0223447	92*0223448
43725	Capital Outlay Projects Fund	124,704.00	0.00	124,704.00	92*0223449	92*0223450
Angeles Contractor						
43792	Capital Outlay Projects Fund	22,275.00	0.00	22,275.00	92*0223666	92*0223667
43885	Capital Outlay Projects Fund	34,205.00	0.00	34,205.00	92*0224003	92*0224004
43886	Capital Outlay Projects Fund	54,064.65	0.00	54,064.65	92*0224005	92*0224007
43901	Capital Outlay Projects Fund	11,950.00	0.00	11,950.00	92*0224055	92*0224055
43921	Capital Outlay Projects Fund	4,986.81	0.00	4,986.81	92*0224122	92*0224123
43922	Capital Outlay Projects Fund	16,902.50	0.00	16,902.50	92*0224124	92*0224124
43942	Capital Outlay Projects Fund	45,317.50	0.00	45,317.50	92*0224195	92*0224195
43943	Capital Outlay Projects Fund	28,878.05	0.00	28,878.05	92*0224196	92*0224196
43984	Capital Outlay Projects Fund	196,524.00	0.00	196,524.00	92*0224331	92*0224332
Anderson Air Conditioning Inc						
43985	Capital Outlay Projects Fund	89.06	0.00	89.06	92*0224333	92*0224333
Total Fund 41 Capital Outlay Projects Fu		822,528.92	0.00	822,528.92		

Check Registers Submitted for Approval
Checks Written for Period 06/16/09 thru 07/17/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43685	Bond Fund, Measure E	8,406.95	0.00	8,406.95	92*0223312	92*0223313
43713	Bond Fund, Measure E	26,000.00	0.00	26,000.00	92*0223423	92*0223426
43714	Bond Fund, Measure E	85,326.93	0.00	85,326.93	92*0223427	92*0223429
43715	Bond Fund, Measure E	56,188.78	0.00	56,188.78	92*0223430	92*0223431
43716	Bond Fund, Measure E	53,571.42	0.00	53,571.42	92*0223432	92*0223433
43717	Bond Fund, Measure E	270,021.46	0.00	270,021.46	92*0223434	92*0223434
Best Contracting Svcs						
43718	Bond Fund, Measure E	36,716.15	0.00	36,716.15	92*0223435	92*0223438
43719	Bond Fund, Measure E	74,565.00	0.00	74,565.00	92*0223439	92*0223440
43720	Bond Fund, Measure E	44,730.00	0.00	44,730.00	92*0223441	92*0223442
43726	Bond Fund, Measure E	10,696.55	0.00	10,696.55	92*0223451	92*0223455
43786	Bond Fund, Measure E	213,294.09	0.00	213,294.09	92*0223659	92*0223659
SBC Datacomm Inc						
43787	Bond Fund, Measure E	109,320.80	0.00	109,320.80	92*0223660	92*0223660
Athena Engineering Inc						
43788	Bond Fund, Measure E	32,485.88	0.00	32,485.88	92*0223661	92*0223661
43789	Bond Fund, Measure E	8,744.54	0.00	8,744.54	92*0223662	92*0223662
43790	Bond Fund, Measure E	11,249.31	0.00	11,249.31	92*0223663	92*0223664
43791	Bond Fund, Measure E	674,577.51	0.00	674,577.51	92*0223665	92*0223665
SBC Datacomm Inc						
43830	Bond Fund, Measure E	42,371.72	0.00	42,371.72	92*0223801	92*0223801
43882	Bond Fund, Measure E	3,473.56	0.00	3,473.56	92*0223995	92*0223996
43883	Bond Fund, Measure E	4,510.01	0.00	4,510.01	92*0223997	92*0223999
43884	Bond Fund, Measure E	11,030.85	0.00	11,030.85	92*0224000	92*0224002
43899	Bond Fund, Measure E	3,653.71	0.00	3,653.71	92*0224051	92*0224053
43900	Bond Fund, Measure E	14,083.13	0.00	14,083.13	92*0224054	92*0224054
43919	Bond Fund, Measure E	51,095.91	0.00	51,095.91	92*0224116	92*0224118
43920	Bond Fund, Measure E	11,911.08	0.00	11,911.08	92*0224119	92*0224121
43940	Bond Fund, Measure E	16,766.49	0.00	16,766.49	92*0224191	92*0224193
43941	Bond Fund, Measure E	25,920.85	0.00	25,920.85	92*0224194	92*0224194
43959	Bond Fund, Measure E	13,707.19	0.00	13,707.19	92*0224249	92*0224249
43960	Bond Fund, Measure E	2,150.00	0.00	2,150.00	92*0224250	92*0224252
43961	Bond Fund, Measure E	43,989.20	0.00	43,989.20	92*0224253	92*0224254
43962	Bond Fund, Measure E	88,653.00	0.00	88,653.00	92*0224255	92*0224256
43979	Bond Fund, Measure E	19,299.26	0.00	19,299.26	92*0224323	92*0224323
43980	Bond Fund, Measure E	12,454.86	0.00	12,454.86	92*0224324	92*0224324
43981	Bond Fund, Measure E	3,250.35	0.00	3,250.35	92*0224325	92*0224326
43982	Bond Fund, Measure E	14,663.72	0.00	14,663.72	92*0224327	92*0224329

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43983	Bond Fund, Measure E	43,040.00	0.00	43,040.00	92*0224330	92*0224330
43999	Bond Fund, Measure E	27,226.87	0.00	27,226.87	92*0224370	92*0224372
Total Fund 42 Bond Fund, Measure E		<u><u>2,169,147.13</u></u>	<u><u>0.00</u></u>	<u><u>2,169,147.13</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43688	Property and Liability Fund	10,741.70	0.00	10,741.70	92*0223317	92*0223317
43923	Property and Liability Fund	2,846.36	0.00	2,846.36	92*0224125	92*0224125
44000	Property and Liability Fund	9,456.39	0.00	9,456.39	92*0224373	92*0224374
Total Fund 61 Property and Liability Fund		<u><u>23,044.45</u></u>	<u><u>0.00</u></u>	<u><u>23,044.45</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43824	Workers' Compensation Fund	122,668.00	0.00	122,668.00	92*0223785	92*0223785
ASCIP 43924	Workers' Compensation Fund	2,272.67	0.00	2,272.67	92*0224126	92*0224127
Total Fund 62 Workers' Compensation Fu		<u>124,940.67</u>	<u>0.00</u>	<u>124,940.67</u>		

Check Registers Submitted for Approval
 Checks Written for Period 06/16/09 thru 07/17/09

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
43689	Student Financial Aid Fund	8,927.00	0.00	8,927.00	92*0223318	92*0223324
43727	Student Financial Aid Fund	2,601.00	0.00	2,601.00	92*0223456	92*0223457
43764	Student Financial Aid Fund	27,709.24	0.00	27,709.24	92*0223599	92*0223599
43765	Student Financial Aid Fund	10,973.00	0.00	10,973.00	92*0223600	92*0223606
43766	Student Financial Aid Fund	5,656.00	0.00	5,656.00	92*0223607	92*0223612
43825	Student Financial Aid Fund	346.06	0.00	346.06	92*0223786	92*0223786
43865	Student Financial Aid Fund	331.00	0.00	331.00	92*0223929	92*0223931
43903	Student Financial Aid Fund	7,490.00	0.00	7,490.00	92*0224057	92*0224064
43986	Student Financial Aid Fund	351.00	0.00	351.00	92*0224334	92*0224336
44003	Student Financial Aid Fund	10,950.00	0.00	10,950.00	92*0224379	92*0224387
44004	Student Financial Aid Fund	7,859.00	0.00	7,859.00	92*0224388	92*0224397
Total Fund 74 Student Financial Aid Fund		83,193.30	0.00	83,193.30		

SUMMARY

Total Fund 11 General Fund Unrestricted	3,991,214.84
Total Fund 12 General Fund Restricted	926,448.67
Total Fund 33 Child Development Fund	51,031.24
Total Fund 41 Capital Outlay Projects Fund	822,528.92
Total Fund 42 Bond Fund, Measure E	2,169,147.13
Total Fund 61 Property and Liability Fund	23,044.45
Total Fund 62 Workers' Compensation Fund	124,940.67
Total Fund 74 Student Financial Aid Fund	83,193.30
Grand Total:	<u><u>8,191,549.22</u></u>

7/20/09 20:05

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BMO140

CHECK REGISTERS SUBMITTED FOR BOARD APPROVAL

SUMMARY OF EXPENDITURES FOR THE PERIOD 7/09/09 THROUGH 7/09/09

TOTAL FUND 15 (STUDENT FIN. AIDS): 373,293.00

TOTAL: 373,293.00

7/20/09 20:05

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BM0140

CHECK REGISTERS SUBMITTED FOR APPROVAL

BOARD MEETING OF 7/27/09

CHECK REG NO	FUND	AMOUNT	VOIDED CHECKS	ADJUSTED AMOUNT	BEGINNING CHECK NO	ENDING CHECK NO
3624	STUDENT FIN. AIDS	15,466.00	0.00	15,466.00	92-208741	92-208765
3625	STUDENT FIN. AIDS	17,213.00	0.00	17,213.00	92-208766	92-208790
3626	STUDENT FIN. AIDS	15,096.00	0.00	15,096.00	92-208791	92-208815
3627	STUDENT FIN. AIDS	15,584.00	0.00	15,584.00	92-208816	92-208832
3628	STUDENT FIN. AIDS	17,068.00	0.00	17,068.00	92-208834	92-208858
3629	STUDENT FIN. AIDS	14,787.00	0.00	14,787.00	92-208859	92-208883
3630	STUDENT FIN. AIDS	17,789.00	0.00	17,789.00	92-208884	92-208908
3631	STUDENT FIN. AIDS	11,176.00	0.00	11,176.00	92-208909	92-208933
3632	STUDENT FIN. AIDS	14,267.00	0.00	14,267.00	92-208934	92-208958
3633	STUDENT FIN. AIDS	19,635.00	0.00	19,635.00	92-208959	92-208983
3634	STUDENT FIN. AIDS	15,787.00	0.00	15,787.00	92-208984	92-209008
3635	STUDENT FIN. AIDS	17,009.00	0.00	17,009.00	92-209009	92-209033
3636	STUDENT FIN. AIDS	25,050.00	0.00	25,050.00	92-209034	92-209058
3637	STUDENT FIN. AIDS	15,749.00	0.00	15,749.00	92-209059	92-209083
3638	STUDENT FIN. AIDS	15,972.00	0.00	15,972.00	92-209084	92-209108
3639	STUDENT FIN. AIDS	16,614.00	0.00	16,614.00	92-209109	92-209133
3640	STUDENT FIN. AIDS	15,511.00	0.00	15,511.00	92-209134	92-209158
3641	STUDENT FIN. AIDS	19,284.00	0.00	19,284.00	92-209159	92-209183
3642	STUDENT FIN. AIDS	15,013.00	0.00	15,013.00	92-209184	92-209208
3643	STUDENT FIN. AIDS	15,469.00	0.00	15,469.00	92-209209	92-209233
3644	STUDENT FIN. AIDS	20,117.00	0.00	20,117.00	92-209234	92-209258
3645	STUDENT FIN. AIDS	14,670.00	0.00	14,670.00	92-209259	92-209283
3646	STUDENT FIN. AIDS	8,967.00	0.00	8,967.00	92-209284	92-209298

STUDENT FIN. AIDS FUND: PAGE 1 OF 1

PAGE TOTAL: 373,293.00

FUND TOTAL: 373,293.00

(see front of Bk for report)

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Accept the Bond Oversight Committee Annual Report of Activities	
Action:	Request for Acceptance	

BACKGROUND

In January of 2003, with the district's successful passage of the Measure E Bond authorization, the Board of Trustees appointed a Citizen's Bond Oversight Committee to comply with the requirements of Proposition 39. One of the responsibilities and duties of the Bond Oversight Committee is to report annually to the Board of Trustees and the community on the district's compliance on all the requirements of a Proposition 39 bond including the annual financial and performance audits. This annual report has been reviewed by the Bond Oversight Committee at its last meeting and has approved the report with minor edits.

ANALYSIS

A copy of the report was provided with the Board docket. Printed copies of this report will be available to the community at their request. The report will also be available on the district website. It is important to note that this report covers bond funded activities for the specific period of time January 1 – December 31, 2008.

RECOMMENDATION

It is recommended that the Board of Trustees accept the Bond Oversight Committee's Annual Report for 2008 as presented.

Fiscal Impact:	None	Board Date: July 27, 2009
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

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

To: Board of Trustees	Date: July 27, 2009
Re: Approval of Five Year Construction Plan (2011-2015)	
Action: Request for Approval	

BACKGROUND

In compliance with the California Community College Chancellor's Office Facilities Planning Manual, community college districts are required to submit on July 1st of each year all major capital projects (in excess of \$400,000) that they intend to construct over the next five (5) year period. All potential projects are to be included, regardless of funding source (i.e. state funding, special grants, district resources, local bonds, etc.). The Chancellor's Office has granted the District an extension to submit the Five Year Plan and IPP's/FPP's by August 1, 2009.

Each year the District has an opportunity to update its Five Year Construction Plan.

ANALYSIS

The District is submitting projects for State funding in its Five Year Construction Plan. A detailed list is attached showing the project location, estimated date of completion (occupancy) and potential source of funding.

The project currently receiving state funding is the Santiago Canyon College Science Building (Priority #2).

In addition, the District is submitting a Final Project Proposal (FPP) for the state funding consideration of Russell Hall (Priority #15 at Santa Ana College. The District is also submitting a Final Project Proposal for state funding of the Student Services Center (Priority #16 at Santiago Canyon College.

For state funding consideration in 2012-13, the District is submitting Initial Project Proposals (IPP's) for the Hammond Hall & Technical Buildings Replacement at Santa Ana College and the Renovation of Buildings A & B at Santiago Canyon College.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Five Year Construction Plan (2011-15) as presented.

Fiscal Impact: Varies with each project	Board Date: July 27, 2009
Prepared by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

No.	Project	Occupancy	Source	Schedule of Funds						
				2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016
1	PHYSICAL EDUCATION-SEISMIC REPL.		Santa Ana College							
0		2006/2007								
		\$5,460,000	State							
		\$10,130,000	NonState							
2	Science Building		Santiago Canyon College							
24,128		2008/2009								
		\$12,612,000	State							
		\$7,625,000	NonState							
3	MAINTENANCE & OPERATIONS BUILD		Santa Ana College							
1,836		2009/2010								
		\$5,650,000	NonState							
4	MAINTENANCE & OPERATIONS BUILD		Santiago Canyon College							
13,779		2009/2010								
		\$6,000,000	NonState							
5	CLASSROOM BUILDING		Santa Ana College							
8,352		2009/2010								
		\$8,280,000	NonState							
6	CHILD DEVELOPMENT CENTER		Santa Ana College							
		2009/2010								
		\$6,440,000	NonState							
7	CENTENNIAL EDUC. CTR. RENOVATIO		Santa Ana College							
		2009/2010								
		\$2,500,000	NonState							
8	SCIENCE BUILDING EXPANSION		Santiago Canyon College							
14,945		2009/2010				(E)				
		\$19,424,400	NonState			\$1,785,500				
9	RENOVATION OF ATHLETIC FIELDS		Santa Ana College							
		2010/2011				(C)				
		\$3,554,000	NonState			\$3,268,000				
10	HUMANITIES BUILDING		Santiago Canyon College							
50,940		2011/2012				(C)	(E)			
		\$42,308,000	NonState			\$37,498,000	\$2,310,000			
11	GYMNASIUM & PHYSICAL EDUCATION		Santiago Canyon College							
49,800		2011/2012				(C)	(E)			
		\$17,094,000	NonState			\$15,306,000	\$640,000			
12	PARKING STRUCTURE		Santa Ana College							
		2011/2012				(P)	(W)	(C)		
		\$20,841,975	NonState			\$838,700	\$945,775	\$19,057,500		
13	SCIENCE BUILDING		Santa Ana College							
40,880		2014/2015				(P)(W)	(C)	(E)		
		\$23,551,000	State			\$1,655,000	\$21,262,000	\$634,000		
		\$22,952,000	NonState			\$1,655,000	\$20,663,000	\$634,000		

District Projects Priority Order

Rancho Santiago CCD

No.	Project	Occupancy	Source	Schedule of Funds						
				2009/2010	2010/2011	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016
14	FINE & PERFORMING ARTS CENTER -672	2014/2015	Santiago Canyon College		(P)	(W)	(C)	(E)		
		\$19,298,000	State		\$746,000	\$665,000	\$16,709,000	\$1,178,000		
		\$19,331,000	NonState		\$782,000	\$665,000	\$16,707,000	\$1,177,000		
15	RUSSELL HALL RENOVATION 11,828	2014/2015	Santa Ana College			(P)(W)	(C)(E)			
		\$10,621,000	State			\$309,000	\$10,312,000			
		\$10,621,000	NonState			\$1,085,000	\$9,536,000			
16	STUDENT SERVICES CENTER 31,505	2014/2015	Santiago Canyon College			(P)(W)	(C)	(E)		
		\$13,996,000	State			\$934,000	\$12,587,000	\$475,000		
		\$1,555,000	NonState			\$200,000	\$1,255,000	\$100,000		
17	HAMMOND & TECHNICAL BLDGS REPL	2015/2016	Santa Ana College				(C)(E)(P)(W)			
		\$7,747,000	State				\$7,747,000			
		\$7,749,000	NonState				\$7,749,000			
18	BUILDING A & B COMPLEX RENOVATI	2013/2014	Santiago Canyon College				(C)(E)(P)(W)			
		\$7,743,000	State				\$7,743,000			
		\$7,744,000	NonState				\$7,744,000			

2011-15 FIVE YEAR CONSTRUCTION PLAN
(2011-12 FIRST FUNDING YEAR)

Rancho Santiago CCD

Prepared in reference to the Community College Construction Act of 1980
and
approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed _____
Edward Hernandez, Jr., Ed.D.
(Chief Executive Officer)

Title _____ Chancellor _____

Date _____ 7/21/2009 _____

Contact Person Robb Gumbert _____

Telephone (714) 480-7510 _____

Date Received at
Chancellor's Office

Chancellor's Office
reviewed by

Notice of Approval

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

To: Board of Trustees	Date: July 27, 2009
Re: Approval to Submit Final Project Proposal (FPP) for Russell Hall Renovation at Santa Ana College and the Student Services Center at Santiago Canyon College	
Action: Request for Approval	

BACKGROUND

As part of the application process for the California Community Colleges' capital outlay funding program, the Board of Trustees is required to approve the submittal of projects for state funding.

ANALYSIS

The above referenced projects appear on the District's Five Year Construction Plan which is included to tonight's docket for approval. The Chancellor's Office has reviewed the District's previously submitted Initial Project Proposals (IPP's) of these two projects and has indicated that they qualify for submittal of a Final Project Proposal (FPP).

These two projects may qualify for preliminary State funding in 2011-2012. Board approval of the required submittal of an FPP for the project is necessary to comply with all legal terms and conditions if the project is to be funded by the State in the future.

As noted, this submittal requires that the allocation of funds be used only for the project as approved by the State and that all construction regulations established by code and law be followed by the District.

Please note, a more detailed presentation to the Board will be made at tonight's Board of Trustees' meeting.

RECOMMENDATION

It is recommended that the Board of Trustees approve the submittal of the Final Project Proposal (FPP) for Russell Hall Renovations at Santa Ana College and the Student Services Center at Santiago Canyon College as presented.

Fiscal Impact: N/A	Board Date: July 27, 2009
Prepared by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

PROJECT TERMS AND CONDITIONS

District: Rancho Santiago CCD **College:** Santa Ana College
Project: Russell Hall Renovation **Budget Year:** 2011-12

1. The applicant hereby requests State funds in the amount prescribed by law for the project named herein. All parts and exhibits contained in or referred to in this application are submitted with and made part of this application.
2. The applicant hereby certifies to the Board of Governors of the California Community Colleges that:
 - a. Pursuant to the provisions of Section 57001.5 of Title 5 no part of this application includes a request for funding the planning or construction of dormitories, stadia, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in Section 57001.5 of Title 5.
 - b. Any State funds received pursuant to this application shall be used solely for defraying the development costs of the proposed project.

If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials.
 - c. Pursuant to the provisions of Section 81837 of the *Education Code*, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction.
 - d. No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services Office of Architecture and Construction.
 - e. Pursuant to the provisions of Section 57001 of Title 5, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time, during the project, at the completion of the project, or both.
 - f. Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with the provisions of Section 81130 of the *Education Code* and that it conforms with the approved plans and specifications.
 - g. Pursuant to the provisions of Section 8 of the *Budget Act*, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.
3. It is understood by the applicant that:
 - a. No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application as it will be finally allocated by the Public Works Board.

Project Terms and Conditions (Continued)

- b. The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application.
 - c. Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.
4. It is further understood that:
- a. The appropriation which may be made for the project presented in this application does not make an absolute grant of that amount to the applicant.
 - b. The appropriation is made only to fund the project presented in this application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation.
 - c. A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

APPROVAL PAGE
Final Project Proposal

Budget Year 2011-12

District: Rancho Santiago Community College District

Project Location: Santa Ana College
(College, campus, or center)

Project Name: Russell Hall Renovation

The district proposes funds for inclusion in the State capital outlay budget (check items):

site acquisition preliminary plans working drawings construction equipment

District Certification

Contact Person: Robb Gumbert **Telephone:** (714) 480-7510
(Facilities, Planning and Development)

E-Mail Address: gumbert_robb@rscgd.edu **Fax:** (714) 796-3910

Approved for submission: _____ **Date:** _____
(Chancellor/President/Superintendent Signature)

District Board of Trustees Certification

The Governing Board of the District approves the submission of this application to the Board of Governors of the California Community Colleges and promises to fulfill the succeeding list of Project Terms and Conditions.

(President of the Board of Trustees Signature and Date) _____
(Secretary of the Board of Trustees Signature and Date)

Attach a copy of the Board Resolution which substantiates approval of the application and promises to fulfill the Project Terms and Conditions.

Submit proposal to:
Facilities Planning and Utilization
Chancellor's Office
California Community Colleges
1102 Q Street, 4th Floor
Sacramento, CA 95814

Chancellor's Office Certification

Reviewed by: _____

Date Completed: _____

PROJECT TERMS AND CONDITIONS

District: Rancho Santiago CCD **College:** Santiago Canyon College
Project: Student & Community Services Building **Budget Year:** 2011-12

1. The applicant hereby requests State funds in the amount prescribed by law for the project named herein. All parts and exhibits contained in or referred to in this application are submitted with and made part of this application.

2. The applicant hereby certifies to the Board of Governors of the California Community Colleges that:

a. Pursuant to the provisions of Section 57001.5 of Title 5 no part of this application includes a request for funding the planning or construction of dormitories, stadia, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in Section 57001.5 of Title 5.

b. Any State funds received pursuant to this application shall be used solely for defraying the development costs of the proposed project.

If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials.

c. Pursuant to the provisions of Section 81837 of the *Education Code*, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction.

d. No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services Office of Architecture and Construction.

e. Pursuant to the provisions of Section 57001 of Title 5, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time, during the project, at the completion of the project, or both.

f. Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with the provisions of Section 81130 of the *Education Code* and that it conforms with the approved plans and specifications.

g. Pursuant to the provisions of Section 8 of the *Budget Act*, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.

3. It is understood by the applicant that:

a. No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application as it will be finally allocated by the Public Works Board.

Project Terms and Conditions (Continued)

- b. The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application.
 - c. Any fraudulent statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.
4. It is further understood that:
- a. The appropriation which may be made for the project presented in this application does not make an absolute grant of that amount to the applicant.
 - b. The appropriation is made only to fund the project presented in this application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation.
 - c. A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

APPROVAL PAGE

Final Project Proposal

Budget Year 2011-12

District: Rancho Santiago Community College District

Project Location: Santiago Canyon College
(College, campus, or center)

Project Name: Student & Community Services Building

The district proposes funds for inclusion in the State capital outlay budget (check items):

site acquisition preliminary plans working drawings construction equipment

District Certification

Contact Person: Robb Gumbert **Telephone:** (714) 480-7510
(Facilities, Planning and Development)

E-Mail Address: gumbert_rob@rscsd.edu **Fax:** (714) 796-3910

Approved for submission: _____ **Date:** _____
(Chancellor/President/Superintendent Signature)

District Board of Trustees Certification

The Governing Board of the District approves the submission of this application to the Board of Governors of the California Community Colleges and promises to fulfill the succeeding list of Project Terms and Conditions.

(President of the Board of Trustees Signature and Date) _____
(Secretary of the Board of Trustees Signature and Date)

Attach a copy of the Board Resolution which substantiates approval of the application and promises to fulfill the Project Terms and Conditions.

Submit proposal to:
Facilities Planning and Utilization
Chancellor's Office
California Community Colleges
1102 Q Street, 4th Floor
Sacramento, CA 95814

Chancellor's Office Certification

Reviewed by: _____

Date Completed: _____

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of Additional Construction Management Services for the M & O Building and Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 21, 2008, the District awarded a contract to Seville Construction Services (SCS) to provide construction management services for the M & O Building and Parking Lot at Santiago Canyon College.

ANALYSIS:

In compliance with the bid documents, the project should have been completed by the end of May, 2009. Due to the many construction delays, SCS is anticipating an estimated seven month extension for substantial completion of this project, through November, 2009. In the attached proposal, dated May 1, 2009, SCS has estimated an increase to their contract of \$222,356 for these additional seven (7) months of service.

Seville Construction Services provides construction management services pursuant to a standard agreement approved by the District's legal counsel.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the additional construction management services for Seville Construction Services in the amount of \$222,356 as presented.

Fiscal Impact:	\$222,356.00 estimated	Board Date: July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	



Seville Construction Services, Inc.
Rancho Santiago Community College District
Construction Management Team

Santiago Canyon College Project Office
8045 East Chapman Ave
Orange, CA 92869

t. 714. 639. 9570
f. 714. 639. 0103

www.sevillecs.com

Design > Innovate > Build > Deliver >

MEMORANDUM

May 1, 2009

TO: PETER HARDASH, Vice Chancellor, Business Ops & Fiscal Services, RSCCD
DARRYL ODUM, Director, District Construction & Support, RSCCD

FROM: TOM LYNCH, Project Director, Seville Construction Services ("SCS")

PROJECT: M&O – PARKING LOT, BID #1078, SANTIAGO CANYON COLLEGE,
MEPCO SERVICES INC. CONTRACTOR ("MEPCO")

As we have discussed, due to Mepco's lack of performance, the Construction Management ("CM") efforts for the Project have far surpassed anyone's estimate of the CM work that such a Project should have necessitated. The SCS team effort required to protect the interests of the District has been full time to this point and it is apparent that this commitment will have to continue for some time. Therefore, an increase in staffing fee is necessary for the following reasons:

(a) We have carefully reviewed Mepco's Project Schedules, Mepco's actual progress on the Work and SCS's schedule projections for the work remaining on the Project. Assuming Mepco can continue its current progress on the Work, our projection for completion of Mepco's work is as follows:

Original Contract Completion Date (all work):	May 6, 2009
Seville projected completion date (excludes punch list/close-out):	Oct. 1, 2009
Estimated completion of punch list and Project close-out	Nov. 30, 2009

The above dates represent a 5 month extension for project construction work and a total extension of 7 months to final project completion.

(b) The original SCS staffing plan (\$328,334) (See Exhibit 1 – attached) was based upon the Mepco contract completion date of 5/6/2009 and included staff expenses thru the end of July 2009 for punch list and close out functions. We are now projecting a total staff expense of \$550,690 (See Exhibit 2 – attached) thru 11/30/2009. The staff cost increase of \$222,356 is principally due the following:

- The projected Mepco delay of 7 months is Seville's best estimate at this time. Mepco's failure to produce accurate schedules, its continuing problems on constructing the Work in accordance with Project Documents and its inability provide sufficient resources to execute the Work could all have an effect on these assumptions.

- Seville's original staffing plan was based upon utilizing a Project Director part time and a Project Engineer full time. Mepco's prosecution of the Contract has necessitated the increase of the Project Director's participation to almost full time.
- The increased staff time is due primarily to Mepco's failure to complete the work on schedule. Additional staff time has been required for (i) processing of over 200 Mepco RFIs, (ii) tracking of over 40 Notices of Non Compliance issued by the Inspector of Record, (iii) the constant monitoring of Mepco's work to insure compliance with Project Documents, and additional documentation for the Project record.

(c) Please note that Seville's billing rates do not include, and will not include for the remainder of this project, a scheduled cost-of-living increase of 4% which is allowed in the Construction Management Agreement.

Suggested Increase in SCS fee for additional time on Project = \$222,356.

SCS will make every effort to reduce the staff costs projected herein, however the assumptions related to Mepco's schedule performance and Mepco's ability to construct the Work properly could cause SCS's projections to vary.

Based upon the current "burn rate" the SCS original staff budget will be exhausted by mid May 2009. We would like to schedule a meeting with you to review the current condition of the Project and this SCS staff projection next week; so this request could be placed on the May 11, 2009 Board of Trustees Meeting Agenda.

Encl:

Exhibit 1 - Staff Projections July 2008

Exhibit 2 - Staff Projections April 2009



EXHIBIT 1

M&O BUILDING - PARKING LOT (BID #1078) - SANTIAGO CANYON COLLEGE

STAFF PROJECTIONS

7/8/09

REPORT MONTH: Jul-08

ESTIMATED CHIEF HOURS	CONSTRUCTION MONTHS												TOTALS			
	1	2	3	4	5	6	7	8	9	10	11	12				
	2008						2009									
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
Project Director	182	120	107	150	60	60	60	40	40	40	40	40	40	20	10	1,018
Sr Const Manager																0
Project Supt																0
PE / Assist Supt					152	200	144	152	182	180	180	160	182	160	182	1,884
Proj Admin Manager																0
																0
Total Hours	182	120	107	150	212	260	204	182	232	200	200	200	232	180	202	2,583

GREEN SHADED HOURS=ACTUAL

PROJECTED COST	rates	9/08 thru 9/09	10/08 thru 9/09	2008												2009				TOTALS
				May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul		
Project Director	135.00	140.40	23,820	18,200	14,378	20,250	8,100	8,424	6,424	5,818	8,618	8,918	8,918	8,618	5,818	2,008	1,404	139,604		
Sr Const Manager	120.00																	0		
Project Supt.	110.00																	0		
PE / Assist Supt.	100.00	100.00				18,200	20,600	14,400	15,200	18,200	18,000	18,000	18,000	18,000	18,200	18,600	18,200	188,400		
Proj. Admin. Manager	65.00																	0		
																		0		
Monthly Total Cost			25,820	16,200	14,378	20,250	23,300	28,424	22,824	20,818	24,818	21,818	21,818	21,818	24,818	18,808	20,804	328,004		
Cumulative			25,820	42,120	58,498	78,748	100,048	128,472	151,298	172,112	196,928	218,544	240,360	261,776	288,692	305,400	328,004			

ORIGINAL BUDGET 328,334

OVER/UNDER 2,331

S.S (4)

EXHIBIT 2



M&O BUILDING - PARKING LOT (BID #1078) - SANTIAGO CANYON COLLEGE
STAFF PROJECTION

REPORT MONTH: APRIL PROJECTION

CONSTRUCTION MONTHS

1 2 3 4 5 6 7 8 9 10 11 12

contractor delay					punchlist close-out
13	14	15	16	17	

PERSONNEL SURVEY HOURS	2007	2008												2009					TOTALS				
	Jun	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		Oct	Nov		
Project Director		180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	180	2,254
Sr Const. Manager																							0
Project Supt.																							0
PE/ Asst. Supt						180	200	180	180	180	180	180	180	180	180	182	180	182	200	180			2,464
Proj Admin Manager																							0
Project Engineer																							0
Total Hours		180	180	180	180	360	380	360	360	360	360	360	310	372	310	372	360	304	300	180			4,718

GREEN SHADED HOURS=ACTUAL

PERSONNEL COST	rates	8/08 thru 9/08	10/08 thru 9/09	2007	2008								2009								TOTALS			
				Jun	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug		Sep	Oct	Nov
Project Director	\$135.00	\$135.00			25,920	18,200	14,378	13,703	7,763	8,438	5,825	4,060	16,200	17,820	18,495	20,250	24,300	20,250	24,300	21,600	20,920	13,600	16,600	\$304,200
Sr Const. Manager	\$120.00																							
Project Supt.	\$110.00																							
PE/ Asst. Supt	\$100.00	\$100.00							18,600	20,000	14,400	16,200	16,200	16,000	16,200	18,000	19,200	16,000	16,200	18,000	15,200	20,000	8,000	\$246,600
Proj. Adm'n. Manager	\$83.00																							
Monthly Total Cost				#REF!	25,920	18,200	14,378	13,703	24,563	28,438	20,205	19,250	35,400	33,820	33,695	38,250	43,500	36,250	43,500	37,800	35,720	33,600	18,600	9390,690
Cumulative				0	25,920	42,120	56,498	70,200	94,763	123,200	143,405	162,655	198,055	231,875	265,570	301,820	344,320	381,570	425,070	462,870	498,390	531,990	550,590	

ORIGINAL BUDGET	\$328,334
OVERRUN	(\$22,394)

S.S (5)

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of Additional Construction Management Services: Science Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On May 29, 2007, the District approved an agreement with Seville Construction Services (SCS) to provide construction management services for the oversight of the SCC Science Building under a multi-prime delivery system. This project requires the services of a construction manager to coordinate the construction process and provide general oversight on behalf of the District.

ANALYSIS:

The SCC Science Building project has encountered several prime contractor delays which have added approximately five months to the final completion date which is now estimated to be November, 2009. The delays have been caused by several factors including extra time for concrete curing, winter rains causing a delay in foundation work, masonry dowels in the footings that needed to be adjusted and some general delays for several prime contractors. These delays will be evaluated in terms of potential off-sets by applying liquidated damages. The attached proposal from SCS will continue their Construction Management services for the oversight of the project's completion through November of 2009. It is recommended that SCS remain as the Construction Management firm for this project.

The additional estimated cost for SCS is \$132,133 and extends their services for five months. The SCS fee is based upon the hourly rates noted in their attached proposal dated May 1, 2009

RECOMMENDATION:

It is recommended that the Board of Trustees approve the additional construction management services for Seville Construction Services in the amount of \$132,133 and at the hourly rate schedule as presented.

Fiscal Impact:	\$132,133.00	Board Date: July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	



Seville Construction Services, Inc.
Rancho Santiago Community College District
Construction Management Team

Santiago Canyon College Project Office
8045 East Chapman Ave
Orange, CA 92869

t. 714. 639. 9570
f. 714. 639. 0103

www.sevillecs.com

Design > Innovate > Build > Deliver >

MEMORANDUM

May 1, 2009

**TO: PETER HARDASH, Vice Chancellor, Business Ops & Fiscal Services, RSCCD
DARRYL ODUM, Director, District Construction & Support, RSCCD**

FROM: TOM LYNCH, Project Director, Seville Construction Services

PROJECT: SCIENCE BUILDING, SANTIAGO CANYON COLLEGE+

**SUBJECT: SEVILLE CONSTRUCTION SERVICES ("SCS"), PROJECT SCHEDULE AND
COMPENSATION**

The original SCS fee and compensation for the Multiple Prime Construction Management Services were based upon a 20 month total duration project schedule. The original schedule assumed that there would be phased Trade Contractor bidding and phased construction start sequence with certain Trade Contractors starting work while others are still in the bidding phase. This proposed sequence was not attainable since:

- The District was required to obtain approval from the State Chancellor's office of the entire project cost prior to starting construction thus the anticipated phasing could not be implemented and,
- The District required the solicitation of additional bids for certain Trade Contractor work, such as Glass and Glazing, because (i) there was a lack of bids and (ii) some of the bids received exceeded the District's cost estimate value for the work.

These two additional requirements extended the estimated construction start time by two months.

Other issues have extended the Project schedule to an estimated total of 24 months. The revised schedule and SCS staff fee impact is discussed in items A. and B. below.

The original General Condition reimbursable estimate was based upon services which were thought to be necessary for the construction of the Science Building. Some services have not been required and some have been added to the scope. However, SCS has been able to reduce reimbursable expenses through cost effective "buying" and as a result there is a significant savings projected. The savings is summarized in B. below.

A. Project Schedule:

The original Project Schedule (4/1/2008) indicated Project Substantial completion by mid-June 2009 and final completion on August 31, 2009. After thorough review and analysis of the Schedule and remaining work, the estimated Substantial completion date is now September 30, 2009 with an estimated final completion by the end of November.

Below are some of the construction issues which have caused the completion date change:

- The time related to the "fix" to replace missing masonry dowels in the footings. The reinforcing bars were incorrectly placed by Angeles Construction and SCS worked with the Project design and inspection team to remedy the condition as quickly as possible.
- The two week per floor, or four weeks total, for the full 28 day concrete curing periods (rather than when the floor concrete reached full specified strength). This affected the start of the structural masonry walls on both floors.
- Due to the delay in starting in Project as originally planned, the State funded portion of the building was affected by winter rains which caused delays in placing concrete, constructing masonry walls and erecting steel.

The Trade Contractors which may have caused delays have been notified regarding their responsibility for their delays. These Trade Contractors have been requested to accelerate their work to make up the lost time. SCS will make every effort to complete the construction work ahead of the projected completion date of September 30th

B. SCS Compensation:

- (1) **Staff Expenses:** The estimated increase in SCS staff cost for the additional two months in the pre-construction phase and for the extended construction time is \$310,863. (see Exhibit 1 attached)

Original staff cost estimate	\$1,744,240
Current staff cost estimate	<u>\$2,055,103</u>
Estimated increase in SCS staff fee	\$310,863

- (2) **General Conditions Costs:** The estimated savings in Project general condition reimbursables is \$178,727 (see Exhibit 2 attached)

Original General Conditions cost estimate	\$525,698
Current General Conditions cost estimate	<u>\$346,971</u>
Estimated savings in General Conditions costs	\$178,727

The current General Conditions reimbursables estimate includes an estimated cost of \$49,000 for surveying services which were added to the SCS General Conditions budget at the District's request.

- (3) **SCS Staff Expenses and General Conditions cost estimate summary:**

Estimated increase in SCS staff fee	\$310,860
Estimated savings in General Conditions costs	<u>(\$178,727)</u>
Net increase in SCS compensation	\$132,133

Note: Credit applicable to SCS General Conditions reimbursables = (\$178,727)

Increase applicable to SCS staff fee = \$310,860

Increase to Seville Construction Services purchase order for construction management services on the Science Bldg. Project = \$132,133

- (4) **Notes on above:**

- (a) Without the added survey costs of \$49,000, the net increase would be approximately \$83,000

July 16, 2009

- (b) Attached as Exhibit 3 is a Project Cost Summary showing the Project Construction and SCS fees which shows a projected savings of over \$1.1 million. This exhibit also shows a SCS total fee percentage of 9.23% which is below the usual fee of 10% for projects similar to the SCC Science Building.
- (c) Also, please note that the SCS staff billing rates do not include, and will not include for the remainder of this project, a scheduled cost-of-living increase of 4%, which is allowed in the Construction Management Services Agreement.
- (d) SCS recommends that the purchase order amounts should be revised to reflect the estimated final cost for SCS staff and reimbursables noted above.

Based upon the current "burn rate" the SCS original staff budget will be exhausted sometime in June. We should review the proposed schedule for completion of the Project and the SCS staff projections as soon as possible. Further, we would like to discuss the possibility engaging SCS for Pre-construction services on the upcoming Humanities Bldg. and Athletic Facility projects. Using the some members of the Santiago Canyon College team for these services might offset some of the estimated fee increases on the Science Bldg. Project.

Attachments:

- Exhibit 1 - Staff Expenses - April 2009 Projection
- Exhibit 2 - General Conditions Cost - April 2009 Projection
- Exhibit 3 - Project Cost Summary - April 2009



EXHIBIT - I



SCIENCE BUILDING - SANTIAGO CANYON COLLEGE

REPORT MONTH: April 2009 Projection

ESTIMATED STAFF HOURS	CONSTRUCTION MONTHS										TOTALS	
	12	13	14	15	16	17	18	20	21	punch list project closeout		
	2009											
	GREEN SHADED HOURS=ACTUAL			Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
Project Director				10	10	10	10	10	10	0	0	1,649
Contracts Manager				0	0	0	0	0	0	0	0	957
Sr Const Manager				160	192	160	192	160	152	200	75	4,723
Project Supt				160	192	160	192	160	152	100	0	3,588
PE / Assist Supt.				160	192	160	192	160	152	200	75	4,059
Proj Admin Manager				160	192	160	192	160	0	0	0	3,982
Total Hours				650	778	650	778	650	466	500	150	19,977
FTE	4.37	3.69	3.83	3.89	4.66	3.89	4.66	3.89	2.79	2.99	0.90	
	5	4	4	4	5	4	5	4	4			

PROJECTED COST		2009												TOTALS
rates	2007-2008	2009	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
Project Director	135	135	1,350	1,215	540	1,350	1,350	1,350	1,350	1,350	1,350	-	-	222,548
Contracts Manager	130	130												125,645
Sr Const Manager	120	120	23,040	19,200	19,200	19,200	23,040	19,200	23,040	19,200	19,200	24,000	9,000	566,760
Project Supt	110	110	21,120	17,600	17,600	17,600	21,120	17,600	21,120	17,600	19,720	11,000	-	395,780
PE / Assist Supt	100	100	16,400	16,000	16,000	16,000	19,200	16,000	19,200	16,000	15,200	20,000	7,500	406,900
Proj Admin Manager	85	85	12,920	13,600	13,600	13,600	16,320	13,600	16,320	13,600	-	-	-	338,470
Total Cost			76,830	67,815	68,540	67,750	81,030	67,750	81,030	67,750	51,510	55,000	18,500	2,035,103
cumulative			1,432,828	1,500,243	1,566,783	1,634,533	1,715,563	1,783,313	1,864,343	1,932,093	1,993,603	2,038,603	2,055,103	

ORIGINAL BUDGET 1,744,240

(OVER)/UNDER (310,663)

SANTIAGO CANYON COLLEGE
SCIENCE BUILDING
REPORT MONTH:

April 89

construction months

month	1987						1988												1989						
	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	
Computer Equip/Support	0	12,000	7,000	4,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Project Temporary Fence	0	0	0	0	0	0	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
Public Notices	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Supplies	0	2,000	4,000	7,000	250	200	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Office Equipment, Furniture	0	4,000	2,000	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700	700
General Labor	0	7,000	8,000	2,000	0	0	0	0	4,000	4,000	4,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000
Project Accountant	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Post, Messenger, Exp Mat	200	0	0	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
Repro/Printing/Copying	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Field Office, triple visit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Travel Security	0	1,700	150	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Telephone Exp October	1,000	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Travel, Mileage, Expenses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Portable Restrooms	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Temp Elec-Project set up	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Temp Elec-Project monthly	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Professional Insurance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Surveying	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	1,200	61,000	23,000	19,000	9,000	7,000	11,700	14,100	12,700	12,000	12,000	15,100													
	1,200	61,000	23,000	19,000	9,000	7,000	11,700	14,100	12,700	12,000	12,000	15,100	15,100	15,100	15,100	15,100	15,100	15,100	15,100	15,100	15,100	15,100	15,100	15,100	15,100

5.6(6)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of Additional DSA Inspection Services: M & O Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 10, 2008, the Board of Trustees approved an agreement (PO #08-0005123) with Universal Laboratories in the amount of \$182,000 to provide Division of State Architect (DSA) mandated inspection services as the Inspector of Record (IOR) for the M & O Building and Parking Lot projects at Santiago Canyon College.

ANALYSIS:

This project has been moving forward, but is behind schedule, therefore requiring that the DSA mandated inspection service be extended.

Due to changes in the scope of work, this agreement with Universal Laboratories needs to be extended for an additional four (4) months at \$13,000 per month (\$52,000) for a full-time inspector of record as noted in the attached proposal dated April 29, 2009.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the extension of services for Universal Laboratories to provide DSA mandated inspection services at SCC as presented.

Fiscal Impact:	\$52,000.00	Board Date: July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	



April 29, 2009

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Attn: Darryl Odum
2323 North Broadway
Santa Ana, CA 92706-1640

RE: DSA Inspection Extension of Services
Maintenance and Operations Building and Parking lot @
Santiago Canyon College

The following information is furnished as an estimated extended budget for the Santiago Canyon College, Maintenance and Operations Building and Parking lot construction projects.

Maintenance and Operations Building and Parking lot @ Santiago Canyon College

DSA Inspections for 4 Months, starting in July 2009
4 Months @ \$ 13,000 Month = \$ 52,000.00

TOTAL ESTIMATED EXTENDED BUDGET \$ 52,000.00

If you have any questions or need additional information, please contact me at 714/744-1558.

Respectfully,

Blaine T. Ogier, Sr.



692 N. Cypress St. Suite B Orange, CA 92867
(714) 744-1558 Fax (714) 744-0685

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

To:	Board of Trustees	Date:	July 27, 2009
Re:	Approval for Additional Testing Services for the Science Building at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

On November 19, 2007, the Board of Trustees approved the above noted agreement with Twining Laboratories to perform construction testing for this project as required by the Division of State Architect (DSA).

The work was authorized under the District's P. O. 08-P006583.

ANALYSIS:

The original amount was estimated at \$382,500, based upon assumptions by Twining Labs as to the construction schedule and anticipated tests and inspections.

As the projects near completion, it is now indicated that the actual tests and inspections that will be required to complete the project will require additional compensation in the amount of \$145,000 as noted in the attached proposal from Twining Labs, dated March 2, 2009.

It should be noted that our agreement with Twining Labs establishes the unit costs for all tests and inspections and Twining was the least costly firm for their unit priced services when proposals were obtained in 2007.

The additional costs for services is driven by a combination of factors including the multi-prime construction schedule as well as tests required by the DSA Inspector and DSA Field Representatives.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement to increase the compensation to Twining Laboratories as presented.

Fiscal Impact:	\$145,000.00	Board Date:	July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

March 2, 2009

Rancho Santiago Community College District
Attn Robb Gumbert
2323 N Broadway
Santa Ana, CA 92706-1640

**TWINING
LABORATORIES**

OFFICE
562.426.3355

FAX
562.426.6424

WEB
twinglabs.com

RE: Santiago Canyon College – Science Bldg (04-107803 & 04-107804)

Subject: Increase in Funding needed

Dear Mr. Gumbert,

Twining Laboratories is requesting an increase in funding as the original purchase order NTE turned out to be insufficient to cover the actual inspection and testing needs dictated by the construction schedule.

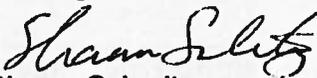
PO 08-P0003148:	\$ 100,000.00
PO 08-P0006583:	\$ 100,000.00
PO 09-P0006559:	\$ 100,000.00
PO 09-P0009651:	\$ 82,500.00
<u>Twining billed to date:</u>	<u>\$ 441,881.05</u>
Overage:	\$ 59,381.05
<u>Anticipated billing:</u>	<u>\$ 85,000.00</u>
Estimated Increase Needed:	\$ 144,381.05

Funding Increase Requested: \$ 145,000.00

The project inspector and I discussed remaining work to be performed and provided me an estimate of inspection needs, which I used to determine the anticipated costs. If you have any questions, please don't hesitate to contact me at 562-426-3355 ext 217 or by email at sschmitz@twinglabs.com.

Respectfully,

Twining Laboratories


Shawn Schmitz
Project Manager

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Ratification of Change Order #1 - Bid #1090 - Fire Alarm Replacement Project at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On October 13, 2008, the Board awarded a contract to FEI Enterprises, Inc. for Bid #1090, Fire Alarm Replacement Project at Santa Ana College.

ANALYSIS:

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

Change Order #1 increases the contract by \$22,105.47. The revised contract amount is \$912,105.47. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 1.2% of project cost. Pursuant to administrative regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify Change Order #1 as presented.

Fiscal Impact:	\$22,105.47	Board Date:	July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
	Project: Fire Alarm System Replacement at Santa Ana College	Bid No. 1090 P O # 09-BP000212 D.S.A. No. 04-107667
Contractor: FEI Enterprises, Inc.	Change Order No. 1	
Architect: Fundament & Associates, Inc.	Date: 7/27/09	

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		\$890,000.00
Previous Change Orders	\$0.00	
This Change Order	\$22,105.47	
Total Change Orders		\$22,105.47
Revised Contract Amount		\$912,105.47
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	12 calendar days	
Total Time Extensions		12 calendar days
Original Completion Date		May 8, 2009
Revised Contract Completion Date		May 20, 2009
RSCCD Board Approval Date		July 27, 2009

<u>Fundament & Associates</u> Architect	Authorized Signature	Date
<u>FEI Enterprises, Inc.</u> Contractor Name	Authorized Signature	Date
<u>Darryl Odum</u> Director - District Construction & Support Services	Authorized Signature	Date
<u>Seville Construction Services</u> Construction Management Company	Authorized Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
<u>Peter J. Hardash</u> Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date
Division of State Architect	Authorized Signature	Date

CHANGE ORDER

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

Project: Fire Alarm System Replacement at Santa Ana College	Bid No. 1090	P.O. # 09-BP000212
	D.S.A. No. 04-107667	
Contractor: FEI Enterprises, Inc.	Change Order No. 1	
Architect:	Date: 7/27/09	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: FEI CO #02: Install ionized duct detectors in Building P</p> <p>REASON: As directed by RSCCD to prevent false alarms when using theatrical "smoke" during productions</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$307.65
2.0	<p>DESCRIPTION: FEI CO #03: Credit for not providing fire alarm central processing unit (CPU)</p> <p>REASON: Existing/recently upgraded Notifier fire alarm system already incorporated this CPU component</p> <p>REQUESTOR: Engineer and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$4,154.22	
3.0	<p>DESCRIPTION: FEI CO #4: Repair existing underground conduits in trench</p> <p>REASON: Unforeseen condition - Existing conduits damaged during trench excavation</p> <p>REQUESTOR: Engineer and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$230.20

CHANGE ORDER

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

Project: **Fire Alarm System Replacement at Santa Ana College**

Bid No. **1090**

P.O. # **09-BP000212**

D.S.A. No. **04-107667**

Contractor: **FEI Enterprises, Inc.**

Change Order No. **1**

Architect:

Date: **7/27/09**

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
4.0	<p>DESCRIPTION: FEI CO #05: Revised underground trenching at segment #01, credit received from contractor for boring portion not performed</p> <p>REASON: Revise underground conduit trenching to avoid damaging existing UG utilities</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 2 calendar days</p>		\$7,997.00
5.0	<p>DESCRIPTION: FEI CO #06: Install fire duct detector systems in each of the buildings</p> <p>REASON: Duct detectors were not included in plans but recommended by engineer for maximum protection</p> <p>REQUESTOR: Engineer and District</p> <p>TIME EXTENSION: ADDS 7 calendar days</p>		\$7,915.50
6.0	<p>DESCRIPTION: FEI CO #07: Replace 3 strobe devices with 10 speaker strobe devices within Building U</p> <p>REASON: Per Fire Life Safety Code due to actual building height conditions</p> <p>REQUESTOR: Engineer</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$2,816.26

CHANGE ORDER

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

Project: *Fire Alarm System Replacement at Santa Ana College*

Bid No. 1090

P.O. # 09-BP000212

D.S.A. No. 04-107667

Contractor: *FEI Enterprises, Inc.*

Change Order No. 1

Architect:

Date: 7/27/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
7.0	<p>DESCRIPTION: FEI CO #08: Install overhead conduit from Building M to Building R</p> <p>REASON: Unforeseen condition - Existing underground conduit is filled to capacity with existing conductors</p> <p>REQUESTOR: Engineer</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,514.35
8.0	<p>DESCRIPTION: FEI CO #09: Installation of fire alarm device in Women's Restroom in Building L</p> <p>REASON: Needed per Code requirement</p> <p>REQUESTOR: Engineer</p> <p>TIME EXTENSION: ADDS 1 calendar days</p>		\$533.77
9.0	<p>DESCRIPTION: FEI CO #11: Simplex to install monitoring contact and provide Simplex programming to existing Simplex panels in Building A and Middle College High School facilities</p> <p>REASON: Necessary for communication from older Simplex panels in the buildings to communicate with new Notifier panel</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 2 calendar days</p>		\$5,144.96
Sub-Total		\$4,154.22	\$26,259.69
Total			\$22,105.47

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

To:	Board of Trustees	Date:	July 27, 2009
Re:	Ratification of Change Order #3 - Bid #1078 - M & O Building and Parking Lot at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

On April 28, 2008, the Board awarded a contract with MEPCO Services, Inc. for Bid #1078, to construct the Santiago Canyon College M & O Building and Parking Lot.

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 #3.

Change Order #3 increases the contract by \$27,308. The total revised contract amount is \$8,222,275. 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 3% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify Change Order #3 as presented.

Fiscal Impact:	\$27,308.00	Board Date:	July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

CHANGE ORDER

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

Project: SCC Science Building - M & O Building, Parking Lot,
Fire Access and Concession Building

Bid No. 1078 P.O # 08-BP000207

D.S.A. No.

Contractor: MEPCO Services

Change Order No. 3

Architect: LPA, Inc.

Date: 7/6/09

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		\$7,970,000.00
Previous Change Orders	\$224,967.00	
This Change Order	\$27,308.00	
Total Change Orders		\$252,275.00
Revised Contract Amount		\$8,222,275.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		May 6, 2009
Revised Contract Completion Date		May 6, 2009
RSCCD Board Approval Date		July 27, 2009

LPA, Inc

Architect

Authorized Signature

Date

MEPCO Services

Contractor Name

Authorized Signature

Date

Darryl Odum

Director - District Construction & Support Services

Authorized Signature

Date

Seville Construction Services

Construction Management Company

Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Authorized Signature

Date

Division of State Architect

Authorized Signature

Date

CHANGE ORDER

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

Project: **SCC Science Building - M & O Building, Parking Lot, Fire Access and Concession Building**

Bid No. **1078**

P.O. # **08-BP000207**

D.S.A. No.

Contractor: **MEPCO Services**

Change Order No. **3**

Architect: **LPA, Inc.**

Date: **7/6/09**

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Additional copper water line at Concession Stand REF: RFI #8, Mepco COR #5 R5</p> <p>REASON: Location of existing line not as shown on project plans</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,449.00
2.0	<p>DESCRIPTION: Soil removal and additional grading at M&O east slope REF: Mepco COR #16 R3A</p> <p>REASON: Material classification of soils not as anticipated in geotechnical reports for project</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$25,321.00
3.0	<p>DESCRIPTION: Fire Department change REF: CCD #7 & MEPCO COR 38 R3</p> <p>REASON: Additional signage required by the City of Orange Fire Department</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$769.00

CHANGE ORDER

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

Project: **SCC Science Building - M & O Building, Parking Lot, Fire Access and Concession Building**

Bid No. **1078**

P.O. # **08-BP000207**

D.S.A. No.

Contractor: **MEPCO Services**

Change Order No. **3**

Architect: **LPA, Inc.**

Date: **7/6/09**

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
4.0	<p>DESCRIPTION: Remove dirt fill at Concession Stand and additional import REF: Mepco COR #46</p> <p>REASON: Use Class 4 base materials for sub slab fill in lieu of onsite soils/ revised geotechnical requirement</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$6,951.00
5.0	<p>DESCRIPTION: Change in storm drain pipe specification REF: CCD #3 & MEPCO COR 11 R1</p> <p>REASON: Change storm drain materials for better installation</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$0.00
6.0	<p>DESCRIPTION: Reroute conduit bank at vault numbers 4 and 8 REF: Mepco COR #44 R3 (includes Mepco COR's 42 & 43)</p> <p>REASON: Coordinate utilities with future gymnasium facility</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$4,400.00

CHANGE ORDER

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

Project: SCC Science Building - M & O Building, Parking Lot, Fire Access and Concession Building

Bid No. 1078

P.O. # 08-BP000207

D.S.A. No.

Contractor: MEPCO Services

Change Order No. 3

Architect: LPA, Inc.

Date: 7/6/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
7.0	<p>DESCRIPTION: Landscaping change at Enclosure 4</p> <p>REF: CCD #10 & Mepco COR #48</p> <p>REASON: Revise landscaping materials due to footing interference with planters</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$0.00
8.0	<p>DESCRIPTION: Delete storm drain and install lines to existing v-ditch</p> <p>REF: RFI #48 CCD #15</p> <p>Mepco COR #49 R1 & COR 26</p> <p>REASON: Coordinate drainage on slopes with site storm drains</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$0.00
9.0	<p>DESCRIPTION: Delete pedestrian path and landscape</p> <p>REF: CCD #13 Mepco COR #50</p> <p>REASON: Coordination with future gymnasium</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$20,062.00	

CHANGE ORDER

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

Project: **SCC Science Building - M & O Building, Parking Lot, Fire Access and Concession Building**

Bid No. 1078

P.O. # 08-BP000207

D.S.A. No.

Contractor: **MEPCO Services**

Change Order No. 3

Architect: **LPA, Inc.**

Date: 7/6/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
10.0	<p>DESCRIPTION: Glass color change</p> <p>REF: CCD #12 & Mepco COR #51</p> <p>REASON: Coordination with M & O Building finishes</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$0.00
11.0	<p>DESCRIPTION: Modify Phase 3 conduit connections</p> <p>REF: Mepco COR #53 R1</p> <p>REASON: Existing conduits not located as shown on project plans</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$3,480.00
12.0	<p>DESCRIPTION: Debris removal in storm drain</p> <p>REF: Mepco COR #54</p> <p>REASON: Pipes found filled with mud from prior construction on site</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$5,000.00
Sub-Total		\$20,062.00	\$47,370.00
Total			\$27,308.00

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

To: Board of Trustees	Date: July 27, 2009
Re: Approval of Change Order #20 - Bid #1051 - Classroom Building at Santa Ana College	
Action: Request for Approval	

BACKGROUND:

On October 15, 2007, the Board awarded a contract to EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College. The two (2) buildings were bid as one (1) project with each building having its own DSA number.

ANALYSIS:

Due to there being two (2) different DSA numbers, separate change orders are written for each building.

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 #20.

Change Order #20 increases the contract by \$4,172. The revised contract amount is \$11,573,436.01. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 8.2 % of construction cost.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #20, EMAE International, Inc. for Bid #1051, construction of the Classroom and Maintenance & Operations Buildings at Santa Ana College as presented.

Fiscal Impact: \$4,172.00	Board Date: July 27, 2009
Prepared by: Darryl A. Odum, Director, District Construction and Support Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND
MAINTENANCE & OPERATIONS BUILDINGS

Bid No. 1051 P.O. # BP000200

D.S.A. No. 04-108151

Contractor: EMAE International, Inc.

Change Order No. 20

Architect: LPA, Inc.

Date: 7/8/09

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		\$10,662,434.00
Previous Change Orders	\$864,584.01	
This Change Order	\$4,172.00	
Total Change Orders		\$868,756.01
Revised Contract Amount		\$11,531,190.01
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		December 29, 2008
Revised Contract Completion Date		December 29, 2008
RSCCD Board Approval Date		July 27, 2009

LPA, Inc.

Architect

Authorized Signature

Date

EMAE International, Inc.

Contractor Name

Authorized Signature

Date

Darryl Odum

Director - District Construction & Support Services

Authorized Signature

Date

Bernards

Construction Management Company

Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Authorized Signature

Date

Division of State Architect

Authorized Signature

Date

CHANGE ORDER

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

Project: **SANTA ANA COLLEGE CLASSROOM AND
MAINTENANCE & OPERATIONS BUILDINGS**

Bid No. **1051**

P.O. # **BP000200**

D.S.A. No.

04-108151

Contractor: **EMAE International, Inc.**

Change Order No.

20

Architect:

Date: **7/8/09**

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Per Construction Change Directive #12, install expansion joints in drywall</p> <p><u>REASON:</u> Drywall is seperating over doors</p> <p><u>REQUESTOR:</u> Architect and District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,466.00
	<p><u>DESCRIPTION:</u> Adjust projector mounts in all classrooms</p> <p><u>REASON:</u> Conflict with existing equipment</p> <p><u>REQUESTOR:</u> Distrct</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$706.00
Sub-Total		\$0.00	\$4,172.00
Total			\$4,172.00

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of Change Order #21 – Bid #1051 - M & O Building at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On October 15, 2007, the Board awarded a contract to EMAE International, Inc. for Bid #1051, construction of the Classroom and M & O Buildings at Santa Ana College. The two (2) buildings were bid as one (1) project with each building having its own DSA number.

ANALYSIS:

Due to there being two (2) different DSA numbers, separate change orders are written for each building.

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 #21.

Change Order #21 increases the contract by \$89,407. The revised contract amount is \$11,573,436.01. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 8.5% of construction cost.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #21, EMAE International, Inc. for Bid #1051, construction of the Classroom and M & O Buildings at Santa Ana College as presented.

Fiscal Impact:	\$89,407.00	Board Date: July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND
MAINTENANCE & OPERATIONS BUILDINGS

Bid No. 1051 P.O. # BP000200

D.S.A. No. 04-108060

Contractor: EMAE International, Inc.

Change Order No. 21

Architect: LPA, Inc.

Date: 7/8/09

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		\$10,662,434.00
Previous Change Orders	\$821,595.01	
This Change Order	\$89,407.00	
Total Change Orders		\$911,002.01
Revised Contract Amount		\$11,573,436.01
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		December 29, 2008
Revised Contract Completion Date		December 29, 2008
RSCCD Board Approval Date		July 27, 2009

LPA, Inc.

Architect

Authorized Signature

Date

EMAE Internationally, Inc.

Contractor Name

Authorized Signature

Date

Darryl Odum

Director - District Construction & Support Services

Authorized Signature

Date

Bernards

Construction Management Company

Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Authorized Signature

Date

Division of State Architect

Authorized Signature

Date

CHANGE ORDER

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

Project: **SANTA ANA COLLEGE CLASSROOM AND MAINTENANCE & OPERATIONS BUILDINGS**

Bid No. **1051** P.O. # **BP000200**

D.S.A. No. **04-108060**

Contractor: **EMAE International, Inc.**

Change Order No. **21**

Architect:

Date: **7/8/09**

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Per Construction Change Directive #1, install water quality testing manhole</p> <p>REASON: Required by the City of Santa Ana</p> <p>REQUESTOR: Architect and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$68,232.00
2.0	<p>DESCRIPTION: Install conduit and wire only for five (5) gate card readers</p> <p>REASON: For gate operation</p> <p>REQUESTOR: Architect and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$3,772.00
3.0	<p>DESCRIPTION: Install asphalt on Martha Lane north of entry gate</p> <p>REASON: No detail on plans</p> <p>REQUESTOR: Architect and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$6,093.00

CHANGE ORDER

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

Project: **SANTA ANA COLLEGE CLASSROOM AND
MAINTENANCE & OPERATIONS BUILDINGS**

Bid No. 1051

P.O. # BP000200

D.S.A. No.

04-108060

Contractor: **EMAE International, Inc.**

Change Order No.

21

Architect:

Date:

7/8/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
4.0	<p>DESCRIPTION: Provide a temporary asphalt sidewalk at Martha Lane</p> <p>REASON: No detail on plans</p> <p>REQUESTOR: Architect and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$592.00
5.0	<p>DESCRIPTION: Per RFI #137, change exterior lights to night light circuit</p> <p>REASON: Code requirement</p> <p>REQUESTOR: Architect and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,208.00
6.0	<p>DESCRIPTION: Install electric pull box for Martha Lane future street lighting</p> <p>REASON: Code requirement</p> <p>REQUESTOR: Architect and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$3,422.00

CHANGE ORDER

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

Project: SANTA ANA COLLEGE CLASSROOM AND
MAINTENANCE & OPERATIONS BUILDINGS

Bid No. 1051

P.O. # BP000200

D.S.A. No. 04-108060

Contractor: EMAE International, Inc.

Change Order No. 21

Architect:

Date: 7/8/09

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
7.0	<p>DESCRIPTION: Change interior lights to night lights</p> <p>REASON: Code requirement</p> <p>REQUESTOR: Architect and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,208.00
	<p>DESCRIPTION: Install gas manifold on rooftop HVAC equipment</p> <p>REASON: Gas Company requirement</p> <p>REQUESTOR: Architect and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,671.00
9.0	<p>DESCRIPTION: Paint masonry block at interior offices</p> <p>REASON: Office upgrade</p> <p>REQUESTOR: Architect and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,500.00

CHANGE ORDER

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

Project: **SANTA ANA COLLEGE CLASSROOM AND
MAINTENANCE & OPERATIONS BUILDINGS**

Bid No. **1051** P.O. # **BP000200**

D.S.A. No. **04-108060**

Contractor: **EMAE International, Inc.**

Change Order No. **21**

Architect:

Date: **7/8/09**

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
10.0	<p>DESCRIPTION: Per Construction Change Directive #12, install false mullens at entrance doors</p> <p>REASON: To enhance security at main entry</p> <p>REQUESTOR: Architect and District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,709.00
Sub-Total		\$0.00	\$89,407.00
Total			\$89,407.00

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of Notice of Completion: Bid #1115 - Data Closets Remediation Project	
Action:	Request for Approval	

BACKGROUND:

On February 23, 2009, the District approved a contract with Comtech Infrastructure Solutions, Inc. to complete the remediation work on nearly all of the data distribution closets throughout the District.

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

ANALYSIS:

The project was substantially complete on June 1, 2009 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$84,442.91.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the Data Closets – Remediation Project as presented.

Fiscal Impact:	N/A	Board Date: July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

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

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

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

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, located at 2323 North Broadway, Santa Ana, California, caused improvements to be made to various District-owned properties to wit: Bid No. 1115/Data Closets – Remediation Project, the contract for the doing of which was heretofore entered into on the 10th day of March, 2009, which contract was made with Comtech Infrastructure Solutions, Inc., PO #09-P0009921, as contractor; that said improvements were completed on the 1st day of June, 2009, and accepted by formal action of the governing Board of said District on the 27th day of July, 2009; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Nationwide Mutual Insurance Company.

Rancho Santiago Community College District of
Orange County, California

by _____

State of California)
 §
County of Orange)

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

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

Executed at _____ California, on

_____, 20____

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of Payment – Castlerock Environmental, Inc.	
Action:	Request for Approval	

BACKGROUND:

During the 2008-2009 fiscal year, the District has been replacing the fire alarm system at Santa Ana College. During this replacement project, the District's hazardous materials testing company, Executive Environmental Service Corporation (EESC) performed testing in those buildings that were previously identified as containing asbestos related materials. It should be noted that EESC is the District's selected vendor for such work as recommended by our liability insurance JPA, ASCIP.

ANALYSIS:

Once Executive Environmental Service Corporation confirmed general locations of asbestos containing materials, it had to be handled and removed in strict compliance with the Environmental Protective Agency (EPA), Cal-OSHA and other governmental agency requirements.

Since the fire alarm contractor was working predominantly during graveyard and weekend periods, EESC utilized the services of Castlerock Environmental, Inc. to perform any testing, removal, encapsulation, isolation and other legal handling of asbestos containing materials in strict compliance with applicable regulations.

Because of the "after hours" work, the services of Castlerock Environmental were necessary on nearly a continuous basis, staying ahead of the contractors so the contractor could install conduit, pull wire, install fire monitoring devices and penetrate walls, ceilings, etc., that contained asbestos related materials.

Since the workload related to Castlerock Environmental, Inc. was impossible to identify in advance (since the precise locations of the work could not be specified in advance), Castlerock was directed to maintain daily records of work performed. Such work was reviewed and confirmed by the District Construction Manager, Seville Construction Services.

Upon project completion, the total cost for special professional services was \$89,990 pursuant to the attached invoice #8222.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the payment of \$89,990 to Castlerock Environmental, Inc. for special and professional services related to the installation of the Santa Ana College fire alarm.

Fiscal Impact:	\$89,990.00	Board Date: July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	



CASTLEROCK ENVIRONMENTAL, INC.
12041 Mora Drive
Santa Fe Springs, CA 90670
(562) 941-9244 Fax (562) 941-9204
Contractors License #:776105
Dosh#:788

INVOICE #: 8222
INVOICE DATE: 01/30/09
DUE DATE: 03/01/09
CUST. #: 00435
CEI JOB #: 8-2819

BILL TO:

Rancho Santiago Comm Coll Dist
2323 N. Broadway
Attn: Leslie Piazza
Santa Ana, CA 92706

CONTRACT #:
PURCHASE ORDER #: Pending
PROJECT MANAGER: Alex Oveida
PROJECT NUMBER:

Santa Ana College, Bldg R
1530 West 17th Street
Santa Ana, CA 92706

CODE	DESCRIPTION	CURRENT CONTRACT	PREVIOUS BILLED	PREV %	% COMPL	CURRENT BILLING
CC02	Bldg L&R - 01/27/09	89,990.00			100.0	89,990.00
CHANGE ORDER TOTALS:		89,990.00			100.0	89,990.00

NET DUE: \$89,990.00

Thank you for your business!
Celebrating our 6th Anniversary

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Award of Bids - #1121 - Structural Steel, #1122 - Glass and Glazing, #1123 - Ceramic Tile and #1124 - HVAC for the Child Development Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District intends to construct the SAC Child Development Center under a multi-prime delivery system, utilizing Bernards Construction Management Services to coordinate the construction process.

In compliance with Public Contract Code, the District advertised the fourteen (14) multiple prime trades associated with this project and opened bids on April 14 and 16, 2009. Due to only one (1) bidder for ceramic tile (Bid #1123) and due to the fact that the bids for structural steel (Bid #1121), glass/glazing (Bid #1122) and HVAC (Bid #1124) significantly exceeded the budget estimates, the Board approved the rejection of these four bids on May 11, 2009. Those four (4) bids were re-advertised and the new bids opened on June 2, 2009.

ANALYSIS:

The attached spreadsheets indicate the bidders name, amount of each bid, and the specific trade area involved. The low bidder is indicated first on each spreadsheet as follows:

Bid #1121 — Structural Steel — \$685,088
 Bid #1122 — Glass, Glazing — \$410,585
 Bid #1123 — Ceramic Tile — \$ 67,745
 Bid #1124 — HVAC — \$563,000

Total cost for the four (4) bids is \$1,726,418.00.

Bernards performed a due diligence review for each of the lowest cost responsible bidders. The due diligence review included affirmation of the bid, review of any California Labor Department violations, license verification, reference checks, and compliance with OSHA accident rating as required by the District's owner-controlled insurance program (OCIP) from our insurance carrier JPA (ASCIP). All lowest cost responsible bidders met the due diligence requirements.

RECOMMENDATION:

It is recommended that the Board of Trustees award the four (4) multiple prime bids to the lowest cost responsible bidders and as noted:

<i>Bid</i>	<i>Trade</i>	<i>Award Bid to:</i>	<i>Amount of Bid</i>
Bid #1121	Structural Steel	Columbia Steel, Inc.	\$685,088.00
Bid #1122	Glass/Glazing	E & R Glass Contractors, Inc.	\$410,585.00
Bid #1123	Ceramic Tile	Precision Floor Covering	\$ 67,745.36
Bid #1123	HVAC	Apex Construction, Inc.	\$563,000.00

Fiscal Impact:	\$1,726,418.300	Board Date: July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

BID RESULTS

BID #1121	(BP-05)	PROJECT: CHILD DEVELOPMENT CENTER @ SANTA ANA COLLEGE/STRUCTURAL STEEL/MISCELLANEOUS STEEL		DUE DATE: JUNE 2, 2009 @ 2PM	
BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
Columbia Steel, Inc 2175 N Linden Avenue Rialto, CA 92377	\$685,088 00				
Emae International, Inc 13722 Milroy Place Santa Fe Springs, CA 90670	\$695,000 00				
United Riggers & Erectors, Inc 4188 Valley Boulevard Walnut, CA 91789	\$725,200 00				
Adams Iron, Inc 811 N Pointsettia Street Santa Ana, CA 92701	\$740,000 00				
JD2, Inc 12970 Earhart Avenue Suite 210 Auburn, CA 95602	\$769,000 00				
Scrape Certified Welding 2525 N Old Highway 395 Fallbrook, CA 92028	\$822,000 00				

BID RESULTS

BID #1122	(BP-07)	PROJECT: CHILD DEVELOPMENT CENTER @ SANTA ANA COLLEGE/STOREFRONT/GLASS/GLAZING		DUE DATE: JUNE 2, 2009 @ 2PM	
BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
E & R Glass Contractors, Inc 5369 Brooks Street Montclair, CA 91763	\$410,585 00				
Perfection Glass, Inc 554 Third Street Lake Elsinore, CA 92530	\$465,600 00				
Roy E Whitehead, Inc 2245 Via Cerro Riverside, CA 92509	\$469,725 00				
Huntington Glazing, Inc 5344 Alhambra Avenue Los Angeles, CA 90032	\$485,000 00				
Best Contracting 19027 S Hamilton Avenue Gardena, CA 90248	Non-responsive Incorrect Bid Form				

5 15 (4)

BID RESULTS

BID #1123	(BP-09)	PROJECT: CHILD DEVELOPMENT CENTER @ SANTA ANA COLLEGE/CERAMIC TILE		DUE DATE: JUNE 2, 2009 @ 2PM		
BIDDER		AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
Precision Floor Covering 17762 Mitchell North Irvine, CA 92614		\$67,745 36				
Island Pacific Tile, Inc 1817 Commercenter West San Bernardino, CA 92408		\$79,700 00				
RDM Tile North, Inc 1018 Tait Street Oceanside, CA 92054		\$85,750 00				
Continental Marble & Tile Company 2460 Anselmo Drive Corona, CA 92879		\$110,321 00				
J Colavin & Son, Inc 5323 Alhambra Avenue Los Angeles, CA 90032		\$156,690 00				

BID RESULTS

BID #1124	(BP-13)	PROJECT: CHILD DEVELOPMENT CENTER @ SANTA ANA COLLEGE/HVAC		DUE DATE: JUNE 2, 2009 @ 2PM	
BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
Alliance Mechanical 638 Southern Avenue Orange, CA 92865	\$548,000.00 non-responsive	Air-Ex 157 Gentry Street Pomona, CA 91767	\$642,000 00		
Apex Construction, Inc 6102 Kelsey Drive Huntington Beach, CA 92647	\$563,000 00	Los Angeles Air Conditioning, Inc 1714 Lindbergh Court La Verne, CA 91750	\$726,000 00		
Emae International, Inc 13744 Milroy Place Santa Fe Springs, CA 90670	\$575,000 00				
PPC Air Conditioning 5950 Lakeshore Drive Cypress, CA 90630	\$598,000 00				
West-Tech Mechanical, Inc 5589 Brooks Street Montclair, CA 91763	\$609,500 00				
Scorpio Enterprises, Inc 12556 McCann drive Santa Fe Springs, CA 90670	\$632,300 00				
Integrated Mechanical Systems, Inc 2390 Bateman Avenue Irwindale, CA 91010	Non-responsive Incorrect Bid Form				
Liberty Climate Control, Inc 2447 North Chico Avenue South El Monte, CA 91733	Non-responsive incorrect bid form				

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To: Board of Trustees	Date: July 27, 2009
Re: Award of Bid: Bid #1127 - 12-inch Fire Water Line at Santa Ana College	
Action: Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, Bid #1127 for the installation of a 12-inch Fire Water Line at Santa Ana College was appropriately advertised and plans/specifications made available to prospective bidders.

ANALYSIS:

Bids were opened on Monday, July 13, 2009 for the 12-inch Fire Water Line Project as noted on the attached Bid Results Form. The lowest cost responsible bidder was Dominguez General Engineering with a bid of \$295,000.

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

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1127 for the 12-inch Fire Water Line at Santa Ana College to Dominguez General Engineering as presented.

Fiscal Impact:	\$295,000.00	Board Date: July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

BID RESULTS

BID #1127	PROJECT: 12" Fire/Water Line @ SAC		DUE DATE: Monday, July 13, 2009		
BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
TTS Engineering 16835 Algonquin St , #453 Huntington Beach, CA 92649 >>Formally withdrew bid<<	\$241,833.80	Valverde Construction, Inc Non responsive			
Dominguez Gen'l Engineering 3606 Strang Avenue Rosemead, CA 91770	\$295,000 00				
EMAE International, Inc 13744 Milroy Place Santa Fe Springs, CA 90670	\$325,000 00				
Atlas Allied, Inc 1210 Las Brisas Anaheim, CA 92806-1823	\$346,000 00				
L & S Construction, Inc 674 N Batavia Orange, CA 92868	\$347,990 00				
J A Salazar Construction 2025 Ranch Hill Drive LaHabra Hts , CA 90631	\$348,000 00				
GCI Construction, Inc 245 Fischer Ave , B-3 Costa Mesa, CA 92626	\$365,900 00				
SRD Engineering, Inc 3578 East Enterprise Cir Anaheim, CA 92807	\$377,500 00				

5.16 (2)

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Award of Bid: Bid #1129 - Child Development Center Electrical at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, fourteen (14) bids for the Child Development Center at Santa Ana College were originally advertised and plans/specifications made available to prospective bidders at the mandatory job walks held on March 17th and 19th at the jobsite at SAC. On June 22, 2009, the Board approved legal council's recommendation to reject all of the bids received for the electrical portion of the new Child Development Center (originally advertised as Bid #1111).

ANALYSIS:

SAC Child Development Center, Electrical was re-advertised as Bid #1129 and bids were opened on Monday, July 20, 2009 as indicated on the attached Bid Results Form. The lowest cost responsible bidder was EMAE International, Inc. with a bid of \$994,444. This bid was less than the \$1,300,000 project budget.

Bernards performed a due diligence review for the lowest cost responsible bidder, EMAE International, Inc. The due diligence review included affirmation of the bid, review of any California Labor Department violations, license verification, reference checks, and compliance with OSHA accident rating as required by the District's owner-controlled insurance program (OCIP) from our insurance carrier (ASCIP).

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1129 for the Child Development Center Electrical at Santa Ana College to EMAE International, Inc. as presented.

Fiscal Impact:	\$994,444.00	Board Date: July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

BID RESULTS

BID # 1129	PROJECT: Child Development Center - Electrical - Santa Ana College		DUE DATE: JULY 20, 2009 @ 2PM		
BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
EMAE International, Inc 13744 Milroy Place Santa Fe Springs, CA 90670	\$994,444 00				
FEI Enterprises 5749 Venice Bl Los Angeles, CA	\$1,033,000 00				
Westside Electric 2727 S, Robertson Boulevard Los Angeles, CA 90034	\$1,097,500 00				
Gilbert & Stearns, Inc 609 E 4th Street, PO Box 176 Santa Ana, CA 92702	\$1,126,000 00				
Baker Electric, Inc 1298 Pacific Oaks Place Escondido, CA 92029	\$1,141,000 00				
Snowden Electric Company 6820 Orangethorpe Ave , Ste A Buena Park, CA 90620	\$1,207,000 00				
Mei Smith Electric, Inc 10950 Dale Street Stanton, CA 90680	\$1,295,000 00				
Minako (Minco) America 522 E Airline Way Gardena, CA 90248	\$1,437,000 00				

5.17 (2)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of Construction Management Services: 12-inch Fire Water Line at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District is about to commence installation of a 12-inch fire-water line at Santa Ana College. The project provides an addition/extension of the fire-water line to the new Child Development Center and several existing buildings (Buildings G, H and W). This project requires the services of a construction manager to coordinate the construction process and provide general oversight on behalf of the District.

ANALYSIS:

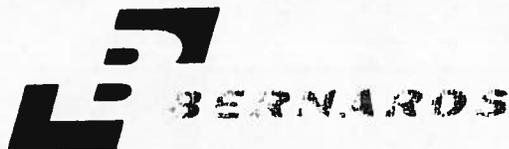
Bernards has performed construction management services for several projects at SAC including the recently completed Classroom Building, the M & O facility, and currently the new Child Development Center as well as the Gym Floor Replacement Project. The District has been very satisfied with the caliber of their professional services and since this project is so closely related to other projects that Bernards is currently managing, their staff has already been involved in the design phase of this project.

The proposed cost for Bernards Construction Management Services is \$63,360. As Bernards is already established onsite, there is no need to budget for reimbursable expenses. This is based upon a construction schedule estimated at 11 weeks. Bernards fee is based upon the hourly rates noted in their attached proposal dated June 17, 2009.

RECOMMENDATION:

It is recommended that the Board of Trustees approve an agreement for construction management services for the 12-inch Fire Water Line at Santa Ana College with Bernards Construction Management Services as presented.

Fiscal Impact:	\$63,360.00	Board Date: July 27, 2009
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	



June 17, 2009

Mr. Darryl Odum
Director, District Construction & Support Services
2323 North Broadway, Suite 112
San Ana, California 92706-1640

Via E-Mail

Subject: Rancho Santiago Community College District
Santa Ana College Fire Water Improvement 12" Fire Water Line Project
Proposal For Construction Management Services

Dear Darryl:

We are pleased to submit our proposal for Construction Management Services on the Santa Ana College Fire Water Improvement 12" Fire Water Line Project.

Based on our discussions and Jerry Neve's involvement during the design phase of this project, we understand the work will include an extension/addition of a fire water line to the new Child Development Center and to several existing buildings (Buildings G, H and W).

Realizing there will be unforeseen conditions encountered during the project, we feel it essential to provide a full-time individual to oversee and manage the work. We are proposing a Superintendent, George Martinez, for the project. For your review and consideration, we have included George's resume. George will also be assisted by our Project Team currently on-site. The following is a breakdown of our fee proposal:

1. Project Superintendent Hourly Rate \$144/hour for 11 weeks (440 hours)	\$63,360
3. General Conditions	No cost
Total Fee Proposal	\$63,360

Our services for this project will begin once the District executes our Agreement, expected to be around July 13, 2009 and shall conclude eleven (11) weeks later on or about September 25, 2009.

Again, we truly appreciate the opportunity to continue working for you and the Rancho Santiago Community College District. If you have any questions or require additional information, please contact me.

Respectfully,

Kelvin K. Okino
Vice President, Management Services

cc: Mr. Michael Cawlina, Bernards (via e-mail)
Mr. Jerry Neve, Bernards (via e-mail)

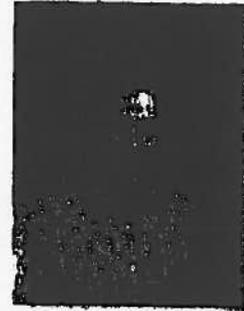
Los Angeles Corporate Office
618 San Fernando Road T 818.898.1521
San Fernando, CA 91340 F 818.361.9208
License No. 302007 www.bernards.com

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

superintendent

expertise

George Martinez has been a Superintendent for Bernards over the past seven (7) years. He is adeptly experienced at fast-tracked projects having worked on numerous school summer modernization projects. George's experience working on occupied campuses and familiarity with the campus community has lead to the successful completion of many projects. His commitment to the project and team has continually earned him respect among the contractors and subcontractors.



GEORGE MARTINEZ

Worked with Bernards
7 Years

Worked in industry
26 Years

industry experience

▪ Tennessee Lofts	Los Angeles	\$28.7M
▪ College of the Desert ☺	Palm Desert	\$31.2M
▪ Americana at Brand	Glendale	\$267M
▪ Fullerton School District	Fullerton	\$74M
▪ Long Beach Poly High School	Long Beach	\$19M
▪ South Gate Elementary School #6	South Gate	\$11.9M
▪ Cameron Park Community Center	West Covina	\$4.3M
▪ Jefferson Primary#6	Los Angeles	\$8.7M
▪ Huntington Beach Unified School District	Huntington Beach	\$3.2M
▪ ABC Unified School District	Cerritos	\$3.2M
▪ LAC / USC County Hospital	Los Angeles	\$4M
▪ LA County Internal Service Department	Los Angeles	\$3M
▪ USC Kenneth Norris Cancer Institute	Los Angeles	\$4M
▪ University of California, Santa Barbara	Santa Barbara	\$8M



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

To: Board of Trustees	Date: July 27, 2009
Re: Award of Bid: Bid #1126 – Fire Alarm Replacement Project, Phase II at Santa Ana College	
Action: Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, Bid #1126 for the Fire Alarm Replacement Project, Phase II at Santa Ana College was appropriately advertised and plans/specifications made available to prospective bidders.

ANALYSIS:

Bids were opened on Tuesday, July 14, 2009 for the Fire Alarm Replacement Project, Phase II as noted on the attached Bid Results Form. The lowest cost responsible bidder was Minako America (dba Minco) with a bid of \$247,700. This bid is less than the \$300,000 estimated project budget.

Seville Construction Services has provided a “due diligence” review of the lowest responsible bidder, Minako America (dba Minco) and a check has been made for the appropriate license, complied with necessary bid bond requirements, and has no record of labor complaints.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1126 for the Fire Alarm Replacement Project, Phase II at Santa Ana College to Minako America (dba Minco) as presented.

Fiscal Impact: \$247,700.00	Board Date: July 27, 2009
Prepared by: Darryl A. Odum, Director, District Construction and Support Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

BID RESULTS

BID # 1126	PROJECT: FIRE ALARM REPLACEMENT PROJECT-PHASE II AT SANTA ANA COLLEGE		DUE DATE: JULY 14, 2009 @ 2PM		
BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
Minako (Minco) America 522 E Airline Way Gardena, CA 90248	\$247,700 00				
FEI Enterprises 5749 Venice Bl Los Angeles, CA	\$365,000 00				
AVA Builders, Inc 309 N Rampart, Suite M Orange, CA 92868	\$496,348 58				

5.19 (2)

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FAX (951) 883-1144

SACRAMENTO
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FAX (916) 923-1222

SAN DIEGO
(619) 485-9526
FAX (619) 485-9412

OUR FILE NUMBER:

005098 00007
1261175v1

July 21, 2009

**E-MAIL - ODUM_DARRYL@RSCCD.EDU
& FIRST CLASS MAIL**

PERSONAL & CONFIDENTIAL
ATTORNEY - CLIENT PRIVILEGED COMMUNICATION

Darryl A. Odum, Director
District Construction & Support Services
~~Rancho Santiago Community College District~~
2323 North Broadway, Suite 112
Santa Ana, CA 92706-1640

Re: **Bid Protest by Dominguez General Engineering Contractor, Inc.**
Project: 12" Fire Water Line and Street Edge Improvements at Santa Ana College

Dear Mr. Odum:

Pursuant to the Rancho Santiago Community College District's ("District") request, we have reviewed the documents provided relative to the bids received for the 12" Fire Water Line and Street Edge Project at Santa Ana College ("Project"). Our evaluation of this bid was first prompted by the withdrawal of TTS Engineering ("TTS") from the Project who at the time of the bid opening, appeared to be the lowest bidder. Once it was determined that TTS should be permitted to withdrawal its bid, the District realized that there were problems with accepting the next lowest bidder's bid, Dominguez General Engineering Contractor, Inc. ("Dominguez"), because it failed to acknowledge Addendum No. 1 on its bid form. Based upon Dominguez's bid defects, the District did not read the Dominguez bid out loud at the bid opening and intended to proceed with the award of the Project to EMAE International, Inc. ("EMAE"). The District subsequently informed Dominguez of the defects in its bid and the District's tentative decision to reject Dominguez's bid as non-responsive. Dominguez then filed a bid protest with the District on July 16, 2009 objecting to the rejection of its bid as non-responsive and requested the District award the Project to Dominguez. Based upon our review of the documents provided by your office, we believe that the District can proceed with the award the Project to Dominguez as the lowest responsive and responsible bidder.

Darryl A. Odum, Director
July 21, 2009
Page 2

I. BACKGROUND INFORMATION

Our firm reviewed the following documents provided by the District regarding this matter:

1. Correspondence dated July 16, 2009 from Dominguez formally protesting the rejection of its bid as non-responsive.
2. Notice Calling for Bids issued by the District for the Project.
3. Information for Bidders issued by the District for the Project.
4. The Bid Package submitted by Dominguez which included a Bid Form, Designation of Subcontractors, Information Required of Bidders, Bid Bond, Noncollusion Affidavit, and a copy of Addendum No. 1.
5. Bid Results spreadsheet.

It is our understanding that the bids for the Project were opened on or about July 13, 2009. It appears that there were at least eight bidders who submitted bids for the Project with TTS coming in as the lowest bidder at \$241,833.80. Unfortunately, TTS failed to account for the \$50,000 allowance that was set forth in the Supplementary Conditions for DSA plan check correction items. TTS requested the withdrawal of its bid due to this mistake and the District decided to allow the withdrawal.

As set forth above, when the District reviewed Dominguez's bid at the bid opening, it appeared that Dominguez has failed to acknowledge the receipt of Addendum No. 1 in the Bid Form. Due to this mistake, it is our understanding that the District decided not to read Dominguez's bid out loud and intended to reject Dominguez's bid as non-responsive. Dominguez subsequently protested the rejection of its bid and requested the District re-evaluate its bid submittal. Specifically, Dominguez admitted that it had failed to acknowledge the receipt of Addendum No. 1 in its Bid Form but Dominguez contended that such a mistake was inconsequential. Dominguez argued that it had attached a copy of the Addendum No. 1 to its bid submittal which was confirmed by your office. Dominguez contended that the attachment of Addendum No. 1 was done to confirm that it was aware of Addendum No. 1's existence and that its bid price included such scope of work. Upon the receipt of Dominguez's protest, the District forwarded the same to EMAE to determine if EMAE would take exception to Dominguez's request that the Project be awarded to Dominguez. It is our understanding that EMAE has indicated it will not protest the award of the Project to Dominguez however EMAE would not commit to such in writing. Based on the foregoing, you requested our office evaluate Dominguez's protest to determine if the Project could be awarded to Dominguez despite the irregularities in its bid.

It is our understanding that the District has reviewed Dominguez's bid and has determined that it is responsive in all respects except for the issues concerning its acknowledgement of Addendum No. 1 and the District's actions in not reading the bid out loud at the bid opening. Accordingly, the following analysis will only address the specific concerns that the District has in awarding the Project to

Darryl A. Odum, Director
July 21, 2009
Page 3

Dominguez as a responsive bidder. In addition, our recommendations are limited to the documents that have been supplied to us, to date, by your office as set forth above.

II. LEGAL ANALYSIS

A. Requirements for Awarding a Bid to the Lowest Responsible /Responsive Bidder

School districts are required, under Public Contract Code §20111, to competitively bid any contracts for construction or alteration on a public facility involving an expenditure in excess of \$15,000. A contract advertised for bid under mandatory competitive bidding statutes must also be awarded to the lowest "responsible" and "responsive" bidder. As a result, a contract must be awarded to the lowest responsive bidder unless it is found that bidder is not responsible or all bids are rejected. A bidder is "responsible" if it can perform the contract as promised. A bid is "responsive" if it promises to do what the bidding instructions require. Whether a bid is responsive, can usually be determined by looking at the face of the bid without outside investigation or information. (~~Taylor Bus Service Inc. v. San Diego Board of Education~~ (1987) 195 Cal.App.3d. 1331, 1341, 241 Cal.Rptr. 379).

B. Bid Responsiveness

A long held, basic rule of competitive bidding is that bids must conform to specifications, and if a bid does not materially conform, it may not be accepted since the bidder is not a responsive bidder. 47 Ops.Cal.Atty.Gen. 129 (1966). In the same Opinion, the Attorney General goes on to state:

... it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential. [Emphasis added] Id. at 130.

In Menefee v. County of Fresno (1985) 163 Cal.App.3d 1175, 210 Cal.Rptr. 99, the court addressed whether a minor deviation from bid documents may be waived, holding that the failure of a bidder to sign the bid form is non-responsive, but may be waived if the bid is complete in other respects and contains the bidder's signature on other pages of the bid documents so that it is clear that the bidder is bound to enter into and perform its contract. The court also noted that Public Contract Code section 5103(d), which bars relief from mistakes resulting from errors in judgment or carelessness in examining contract specifications, does not contemplate relief from the "mistaken submission of a bid." Id. at 102.

Generally, the ability of a bidder to withdraw a bid is considered a more significant factor in cases involving formal defects in bids, such as the signature missing in Menefee, supra, than it is in cases involving deviation from contract specifications. (Ghilotti Construction Company v. City of Richmond (1996) 45 Cal.App.4th 897, 53 Cal.Rptr.2d 389, 398.) Therefore, in deciding whether minor irregularities may be waived even though a bid is not "responsive," the District must determine whether a bidder would be given an unfair advantage which would allow the bidder to withdraw its bid

Darryl A. Odum, Director

July 21, 2009

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without adverse consequences on its bid bond. In other words, it is necessary to determine if waiver of the irregularity would deprive the District of its assurance that the contract would be entered into, performed, and guaranteed according to the specified requirements. See also, Valley Crest Landscape v. City Council and City of Davis (1996) 49 Cal.Rptr.2d 184. "Whether in any given case a bid varies substantially or only inconsequentially from the call for bids is a question of fact." (47 Ops. Cal.Atty.Gen, supra, at p. 131.)

C. Evaluation of Dominguez's Bid

With the legal guidelines cited above in mind, we evaluated the issues and concerns brought forth by your office as follows:

1. Does Dominguez's Failure to Acknowledge Addendum No. 1 in the Bid Form Render Dominguez's Bid Non-responsive?

We believe Dominguez's failure to acknowledge Addendum No. 1 in the Bid Form does render Dominguez's bid non-responsive to the bid documents and specifications. Section 2 of the Information for Bidders states in pertinent part:

"The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the District at: 2323 N. Broadway, Room 112, Santa Ana, CA 92706, and must be received on or before the bid deadline..." [Emphasis Added].

The explicit instructions in the Information for Bidders indicate that all bids must conform to the requirements in the bid specifications and every bid must be provided on the Bid Form provided by the District. Section 1 of the Bid Form specifically has an area for each bidder to acknowledge the addendums that were on file for the Project at the office of the Director of District Support Services. This addendum acknowledgement section was right next to the location on the Bid Form where each bidder was to set forth their bid prices, meaning it was an area all bidders should have noticed. Accordingly, Dominguez's failure to acknowledge Addendum No. 1 on the Bid Form provided by the District does make Dominguez's bid per se non-responsive to the bid documents and specifications. Based upon this defect, the District could technically reject Dominguez's bid as non-responsive and award the Project to the next lowest responsive responsible bidder.

2. Can Dominguez's Failure to Acknowledge Addendum No. 1 in the Bid Form be Waived by the District so the Project Can be Awarded to Dominguez's?

We believe that the District may waive Dominguez's inadvertent failure to acknowledge Addendum No. 1 in its Bid Form as a minor deviation. The Information for Bidders ("Instructions") contains a provision that informs the bidders that the District has the ability and authority to waive informalities or irregularities in any of the bids received or in the bid process. These types of provisions allow the

Darryl A. Odum, Director
July 21, 2009
Page 5

District to waive minor deviations that do not give a particular bidder an unfair advantage over the other bidders. What's more, case law permits the District to waive minor deviations that do not: (1) affect the amount of the bid; (2) give any particular bidder an unfair advantage over other bidders; or (3) operate to the disadvantage of other bidders.

We do not believe the District is barred from waiving the defect at issue with Dominguez's bid because the bid was essentially complete and it bound Dominguez to the same extent that any other responsive bidder was bound to its bid. Although Dominguez did not acknowledge Addendum No. 1 on its Bid Form, Dominguez did attach a copy of the Addendum to its Bid submittal. It is our understanding that the Addendum was included in the "sealed" bid that was submitted to the District by Dominguez. Again, Section 2 of the Information for Bidders states in relevant part:

"The bid must conform and be responsive to all Project Documents and shall be made on the Bid Form provided, and the complete bid, *together with any and all additional materials as required, shall be enclosed in a sealed envelope*, addressed and hand delivered or mailed to the District at: 2323 N. Broadway, Room 112, Santa Ana, CA 92706, and must be received on or before the bid deadline..." [Emphasis Added].

The bid specifications advise each bidder to enclose in a sealed envelope all the additional materials that are required to complete its bid and make it responsive to the bid specifications. Dominguez obviously believed that Addendum No. 1 was a required document that needed to be included in its bid since it was in the sealed envelope containing Dominguez's bid. Despite Dominguez's failure to acknowledge Addendum No. 1 in its Bid Form, the action of submitting the Addendum in the sealed bid envelope is constructive evidence that Dominguez did in fact acknowledge the importance of the Addendum and agreed to be bound by its terms. The incorporation of the Addendum into its bid submittal suggests Dominguez understood that its bid had to include the Addendum as part of its bid and that Dominguez's bid price did in fact take such document into consideration. We believe Dominguez would be hard pressed to argue it did not mean to include Addendum No. 1 in its pricing since Dominguez took the affirmative action of placing the Addendum in the sealed envelope with the rest of its bid submittal. As a result, Dominguez bid includes the items set forth in Addendum No. 1 we see no affect upon Dominguez's bid price as a result of its failure to acknowledge Addendum No. 1 on its Bid Form.

As previously mentioned, waivers are also not permitted if a particular irregularity would provide a bidder with an unfair advantage over other bidders or, put another way, would place other bidders at a disadvantage. A common test for determining the existence of an unfair advantage is to evaluate the subject bidder's ability to withdraw his bid without forfeiting its bid bond. Menefee v. County of Fresno (1985) 163 Cal.App.3d 1175. If a bidder could withdraw its bid without forfeiting its bid bond, then an unfair advantage would likely exist because all other bidders would still be bound by there bid bonds. In the present situation, Dominguez would likely have no grounds to seek relief for a mistake under Public Contracts Code Section 5101 et.seq. and, as such, would not be permitted to withdraw its bid without losing its bid bond. Public Contract Code Section 5103 sets forth the grounds for relief a

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bidder must satisfy in order to be relieved from a bid without losing its bid bond which include the following:

- (a) A mistake was made;
- (b) He or she gave the public entity written notice within five days after the opening of the bids of the mistake, specifying in the notice in detail how the mistake occurred;
- (c) The mistake made the bid materially different that he or she intended it to be; and
- (d) The mistake was made in filling out the bid and not due to error in judgment or to carelessness in inspecting the site of the work, or in reading the plans or specifications.

Dominguez could have made the argument that it was a mistake to submit a bid price without taking Addendum No. 1 into consideration. In fact, Dominguez admits in its protest letter that it failed to acknowledge the Addendum on the Bid Form. Dominguez also could have given the District five (5) day notice of the mistake once the bids were opened. However, Dominguez's failure to recognize Addendum No. 1 in its Bid Form does not appear to have affected its bid price so it is unlikely Dominguez could argue that its bid was materially different from what it would have been had Dominguez acknowledged Addendum No. 1 on it Bid Form.

In failing to satisfy all of the elements of Section 5103, Dominguez would not be able to withdraw its bid without losing its bid bond. Accordingly, we do not believe that Dominguez received an unfair advantage over the other bidders when it failed to acknowledge Addendum No. 1 in the space provided on the Bid Form. We believe that Dominguez's bid incorporates the terms of Addendum No. 1 and, further, Dominguez would be bound to enter into a contract with the District if awarded the Project. As a result, the District can, but is not obligated to, waive Dominguez's failure to acknowledge Addendum No. 1 on the Bid Form as a minor deviation and award the Project to Dominguez.

D. Does the District's Failure to Read Dominguez's Bid Out Loud at the Bid Opening Preclude the District from Awarding the Project to Dominguez?

We do not believe the District's failure to read Dominguez's bid out loud at the bid opening would preclude the District from awarding the Project to Dominguez. Public Contract Code Section 4104.5(a) states in pertinent part:

"The officer, department, board, or commission taking bids for construction of any public work or improvement shall specify in the bid invitation and public notice the place the bids of the prime contractors are to be received and the time by which they shall be received. The date and time shall be extended by no less than 72 hours if the

Darryl A. Odum, Director
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officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened."

Section 4104.5 only indicates that a public agency must specify when and where bids will be "received." We are not aware of any requirements that compels a community college district to read the bids it receives out loud. Moreover, we have not seen any such requirements in the bid documents that have been provided to us by your office. Absent such a contractual requirement in any other bid documents that have not been reviewed by our office, we believe there is no bar to awarding the Project to Dominguez. In addition, the next lowest bidder, EMAE, has indicated that it will not protest the award of the Project to Dominguez. Since EMAE is the only contractor with any real direct interest in blocking the award to Dominguez, we believe it is unlikely the District will receive a challenge to the award based upon the fact that Dominguez's bid was not read out loud at the bid opening. ~~Other contractors may protest but it is unlikely they would be successful since the award would still be valid as set forth above.~~ As a result, we believe the District can proceed with the award of the Project to Dominguez as the lowest responsive responsible bidder.

III. CONCLUSION & RECOMMENDATION

As the court discussed in Taylor Bus Service v. San Diego Board of Education (1987) 195 Cal.App.3d 1342, 241 Cal.Rptr. 379, 385, the determination of non-responsiveness is not complex. The agency, before soliciting bids, exercises its business and governmental judgment in defining a set of requirements, and responsiveness can be determined from the face of the bid. The determination of non-responsiveness will not depend on outside investigation or information. Thus, in determining whether a bid is responsive, the agency is able to primarily rely on the face of the bid documents.

With this in mind and considering the analysis set forth above, it would not be an abuse of discretion for the District to award the contract for the Project to Dominguez as the lowest responsive, responsible bidder. In the event the District awards a contract to Dominguez, EMAE's or any other protesting bidder's likely remedy would be to seek a writ of mandamus enjoining the award. In the mandamus action, however, it is difficult for the petitioning party to prevail.

If another bidder was to file a writ of mandamus, the court considering the mandamus action would limit its review to an examination of the proceedings before the District to determine "whether the findings and actions are supported by substantial evidence." (MCM Construction, Inc. v. City and County of San Francisco (1998) 66 Cal.App.4th 359, 78 Cal.Rptr.2d 44.) The court will only consider whether the agency's actions were "arbitrary, capricious, entirely lacking in evidentiary support or inconsistent with proper procedure." (MCM Construction, supra.) The court will generally not reweigh the evidence presented and will instead view it in the light most favorable to the District's actions, including all reasonable inferences in support of those actions.

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Regarding the extent of damages available to a disappointed bidder, the decision by the California Supreme Court in Kajima/Ray Wilson v. Los Angeles Metropolitan Transportation Authority (2000) 23 Cal.4th 305 limits the amount of damages a disappointed bidder may recover from a public entity for the award of a contract to the wrong bidder. As a result of this decision, lost profits and other contract-type damages are no longer recoverable by a disappointed bidder.

It is also important to note that the District has the power to reject all bids received and re-advertise. California case law suggests that, even where the statutory provisions setting forth the mode of contracting are silent as to the right to reject all bids, the courts will recognize the right to reject where the invitation for bids contains an express reservation of the right to reject all bids. (Laurent v. City and County of San Francisco (1950) 99 Cal.App.2d 707. Public Contract Code section 20111.)

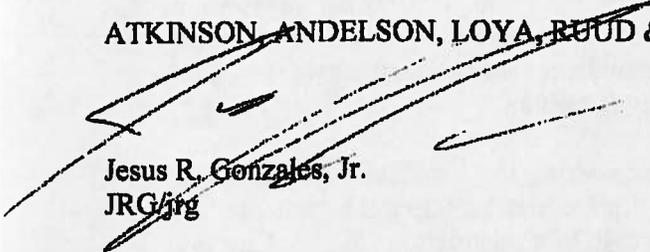
Where a public body has expressly reserved the right to reject all bids, it may do so for any reason and at any time before it accepts a bid, and the courts will not interfere with the exercise of that right ~~however arbitrary or capricious.~~ (Universal By-Products, Inc. v. City of Modesto (1974) 43 Cal.App.3d 145.) Where the power to reject all bids is reserved, no right exists in the lowest bidder to compel the acceptance of its bid by a writ of mandate. (Rubino v. Lolli (1970) 10 Cal.App.3d 1059.)

The District's rejection of all bids for the Project will, however, likely delay the bidding process by several weeks, and, unless there has been a redesign of the plans, there may be a potential for bid shopping. Notwithstanding the foregoing, we are aware of the time sensitive nature of this Project and believe the District can proceed with the bids as received.

We are hopeful this correspondence clarifies any concerns you may have regarding Dominguez's bid protest and the District's ability to award the Project to Dominguez. If, however, you have any further questions or comments, please do not hesitate to contact us.

Sincerely,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO


Jesus R. Gonzalez, Jr.
JRG/jrg

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

To:	Board of Trustees	Date: July 27, 2009
Re:	Approval of Outsource Technical Services	
Action:	Approve Outsource Technical Contract	

BACKGROUND

Last fiscal year, ITS contracted with Outsource Technical to assist with the implementation of Datatel. The ITS department would like to retain the services of the contracted Oracle trained programmers for continued assistance with specialized customizations as defined by the end-user departments for the new Datatel System.

ANALYSIS

We have been using Outsource Technical programmers to assist the District programmers with the Datatel implementation and the conversion of Continuing Education data, and the implementation of the third party solution, CI Solutions used by both College Credit and Continuing Education for attendance tracking. This contract programmer is also trained in Oracle and Envision environments to assist with Datatel custom reports, screen modifications, and the development of processes. It will benefit the entire district to retain this contractor throughout the next fiscal year to augment District programmers.

The cost for the service provided by Outsource Technical is \$75 per hour with an estimated total cost of \$156,000 for the 2009-2010 fiscal year. This item was included in the 2009-10 Tentative Budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve hiring Outsource Technical Services programmers for the 2009-2010 fiscal year as presented.

Fiscal Impact:	\$156,000	Board Date: July 27, 2009
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor, Information Technology Services	
Submitted by:	Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor	

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

To:	Board of Trustees	Date:	July 27, 2009
Re:	Approval of Bid #1118 – Coach, Mini-Coach and School Bus Transportation Services		
Action:	Request for Approval		

BACKGROUND

The District utilizes charter bus service for transporting students and staff to athletic events, conferences, field trips, university tours, etc. Because the annual bus transportation costs exceed the bid limit, the Public Contract Code requires competitive bidding. Typically, the District bids this item every 5 years.

ANALYSIS

The bid was advertised and distributed to thirteen (13) bidders. Seven bidders submitted bids, six bidders did not respond and one bidder replied with a no bid.

The bid calls for three group classifications: Group 1-Coach Passenger (recliner) Buses, Group 2-Mini-Coach Buses and Group 3-School Buses to be awarded to a single bidder for each classification. The bid is for one year with the option to renew for four additional one-year terms on an as needed basis.

As part of the bid evaluation, reference checks were conducted including customer service reputations, safety records, site visits and vehicle inspections. All sites and vehicles were found satisfactory, references were very good and the drivers are professionals. In addition, cost comparisons were analyzed by creating trip scenarios. This methodology allowed the District an "apple-to-apple" price comparison. Gold Coast Tours was the lowest responsive and responsible bidder for Group 1 and Lux America was the lowest responsive and responsible bidder for Group 2. Group 3 was rejected due to bidders not meeting specifications related to the age of bus fleet and not having wheelchair (ADA) capacity. Group 3 will be re-bid as a request for proposal instead of a formal bid because the amount falls under the bid limit. Attached are the results with the recommended awards noted by an asterisk.

RECOMMENDATION

It is recommended that the Board of Trustees accept the bids and approve the awards to Gold Coast Tours and Lux America for Bid #1118 – Coach, Mini-Coach and School Bus Transportation Services as presented.

Fiscal Impact:	To Be Determined	Board Date:	July 27, 2009
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services		
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services		
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor		

BID RESULTS

Group 1 – Coach Buses 55 – 56 Passengers

Bidder	Gold Coast Tours*	Coach America, Inc.	Lux Bus America	Pacific Coachways, Charter Services, Inc.	JFK Transportation	Certified Transportation	Roadway International, Inc.
Minimum Rate 5 Hrs	\$475.00 *	\$640 00	\$575 00	\$565 00	No Bid	\$ 575 00	\$500 00
Rate Per Hr over 5 Hr. Minimum	\$ 85.00 *	\$85 00	\$95 00	\$95 00	No Bid	\$ 94 00	\$ 90 00
Long Distance Trips (+Driver's Lodging Charges)	\$825.00/Day *	\$1,080 00/Day	\$1,050 00/Day	\$1,050 00/Day	No Bid	\$1,050 00	\$925 00
Minimum Rate 5 Hours w:ADA Wheel Chair	\$475.00 *	\$640 00	\$575 00	\$540 00	No Bid	\$ 575 00	No Bid
Rate Per Hr over 5 Hr Minimum w:ADA Wheel Chair	\$ 85.00 *	\$85 00	\$95 00	\$95 00	No Bid	\$ 94 50	No Bid
						Age of Buses did not meet bid specifications	Age of Buses did not meet bid specifications Did not bid on ADA

Group 1 – Coach Buses 46 – 50 Passengers

Bidder	Gold Coast Tours *	Coach America, Inc	Lux Bus America	Pacific Coachways, Charter Services, Inc	JFK Transportation	Certified Transportation	Roadway International, Inc
Minimum Rate 5 Hrs	\$475.00 *	\$575 00	\$550 00	\$540 00	No Bid	\$520 00	\$425 00
Rate Per Hr over 5 Hr. Minimum	\$ 85.00 *	\$ 80 00	\$ 95 00	\$ 90 00	No Bid	\$ 84 00	\$ 80 00
Long Distance Trips (+Driver's Lodging Charges)	\$825.00/Day *	\$1,080 00/Day	\$1,050 00/Day	\$975 00/Day	No Bid	\$940 00	\$850 00
						Age of Buses did not meet bid specifications	Age of Buses did not meet bid specifications

* AWARD

Group 2 – Mini-Coach Buses

Bidder	Lux Bus America *	Certified Transportation	Gold Coast Tours	Roadway International, Inc.	Coach America, Inc.	JFK Transportation	Pacific Coachways. Charter Service, Inc.
Minimum Rate 5 Hrs	22 Passengers \$390.00 *	24 - 25 Passengers \$450 00	No Bid	No Bid	No Bid	25 Passengers \$450 00	32 Passengers \$475 00
Rate Per Hr over 5 Hr. Minimum	\$ 70.00 *	\$71 75	NO Bid	No Bid	No Bid	\$ 90 00	\$ 80 00
Minimum Rate 5 Hours w/ADA Wheel Chair	\$450.00 *	\$450 00	No Bid	No Bid	\$470 00	No Bid	No Bid
Rate Per Hr over 5 Hr Minimum w/ADA Wheel Chair	\$ 85.00 *	\$71 75	No Bid	No Bid	\$ 72 00	No Bid	No Bid

Group 3 – School Buses

Bidder	Gold Coast Tours	Coach America, Inc.	Lux Bus America	Roadways International, Inc.	JFK Transportation	Certified Transportation	Pacific Coachways. Charter Service, Inc.
Minimum Rate 5 Hrs	No Bid	No Bid	No Bid	No Bid	65, 72, 78, & 87 Passengers \$375 00	36/59, & 48/72 Passengers \$420 00 52/78 Passengers \$430 00 56/84 Passengers \$450.00	37 & 54 Passengers \$385 00
Rate Per Hr over 5 Hr Minimum	No Bid	No Bid	No Bid	No Bid	65, 72, 78, & 87 Passengers \$55 00	36/59, & 48/72 Passengers \$61 00 52/78 Passengers \$62 00 56/84 Passengers \$64.00	37 & 54 Passengers \$70 00
Minimum Rate 5 Hours w-ADA Wheel Chair	No Bid	No Bid	No Bid	No Bid	No Bid	\$450 00	No Bid
Rate Per Hr over 5 Hr Minimum w ADA Wheel Chair	No Bid	No Bid	No Bid	No Bid	No Bid **Age of Buses did not meet bid specifications Did not bid on ADA	\$69 75 **Age of Buses did not meet bid specifications	No Bid **Did not bid on ADA

* AWARD
** REJECTED

INDEPENDENT CONTRACTORS

Facility Planning & Program Services Inc.

Attachment A – Independent Contractor Agreement
Attachment B – Scope of Work

Service: To perform investigative/research services of various projects that are in DSA for processing. Assist in tracking and closing existing projects that need to be closed through DSA and secure certifications.

Date(s) of Service: July 28, 2009 through December 31, 2009

Fee: Estimated at \$15,000.00

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 28th of July, by and between Facility Planning & Program Services Inc. hereinafter referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services

TO PERFORM INVESTIGATIVE/RESEARCH SERVICES OF VARIOUS PROJECTS THAT ARE IN DSA FOR PROCESSING. ASSIST IN TRACKING AND CLOSING EXISTING PROJECTS THAT NEED TO BE CLOSED THROUGH DSA AND SECURE CERTIFICATIONS.

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at Fifteen Thousand Dollars & No Cents (\$15,000.00) {Estimated}

The contracted services are to commence on or about July 28, 2009 and to be completed on or about, but not later than December 31, 2009.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

- a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees.

WHEREAS upon mutual agreement in writing of the parties hereto, this agreement may be terminated for any reason, and

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS whereof, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Tracey Conner-Crabbe
Printed Name

Title

Director of Purchasing Services
Title

Address City/State

Date

Date



June 25, 2009

**Rancho Santiago Community College District
Mr. Peter Hardash
Vice Chancellor for Business Operations & Fiscal Services
2323 N. Broadway, #404-1
Santa Ana, CA 92706**

Dear Mr. Peter Hardash:

The intent of this proposal is to formalize a working relationship between Rancho Santiago Community College District (RSCCD) and Facilities Planning & Program Services, Inc. (FPPS).

Based upon the information from our meeting and the information FPPS was able to glean from the DSA Web Site is that the initial scope of work will be to provide investigative/research services for the 65 projects RSCCD has currently shown in the DSA Website Trakker. Thirty Nine of the projects are open and have not received 90-day letters yet; 18 are certified; and 8 are not certified. Also, FPPS will work with DSA San Diego to determine what it will take to get Orange Education Center certified with close of file. Also included in the initial phase will be to find out what documents is RR (Required Received) and RM (Required Missing). We will rely on the DSA Trakker System and the T & I list (Testing and Inspection) if available to get this information.

Once we know, what documents are missing, FPPS suggest that we enter into another agreement whereby FPPS will work with the District, their design professionals, the contractor/s, the IOR, and the testing and inspection company to locate and compile the missing documents. To this effect, we will need the District's authorization, in writing, to contact their design professionals, the contractor/s, the IOR, and the testing and inspection company in their behalf to locate/complete and file missing forms and reports, and resolve exceptions/open issues. FPPS will arrange for a meeting with DSA to discuss the closing of the project.

Without seeing the 90-day letter, close of file letter, or information from Trakker, FPPS won't be able to outline what we could do for RSCCD. However, from our close out experience, here are some of the challenges that we may be faced with the project:

AOR issues:

- change orders are not issued by the AOR to DSA for review and approval or are held by DSA for a long time
- missing/incomplete RFI, Bulletins

IOR has issues and won't sign Form 6:

- incomplete work;
- waiting for contractor to complete the punch list;
- defective work
- tests shown on the T & I sheet are performed

Testing and Inspection Company issues:

- failure to submit final affidavits/reports
- failure to clear exceptions on affidavits
- missing Form 5 for Special Inspectors

Other issues:

- missing Form 6 from contractors
- missing Form 6A/E for architect/consultants

Deliverable:

Written report outlining what documents is RR (Required Received) and RM (Required Missing) on all outstanding DSA Projects that are not currently closed out.

Compensation:

FPPS will perform our investigative/research services on an hourly basis per the project team rate schedule. Reimbursable expenses are in addition to the hourly fees and include those expenses incurred in the interest of the project. They include project-related travel (mileage) printing, plotting, reprographic costs, postage and delivery charges. With the exception of mileage these expenses will be compensated at 1.10 times the amounts invoiced to FPPS. Mileage will be reimbursed at the IRS rate. The cost of the investigative/research services may not exceed \$15,000 for the initial scope of work and will be billed at the rate of appropriate project team category mentioned below. We estimate that you should budget \$1,000.00 for these costs. Depending upon District's requirements for reimbursable, the cost could exceed or be

Attachment "B"

considerably under the estimated reimbursable allowance. RSCCD will be invoiced only for those reimbursable costs incurred by FPPS.

Project Team:

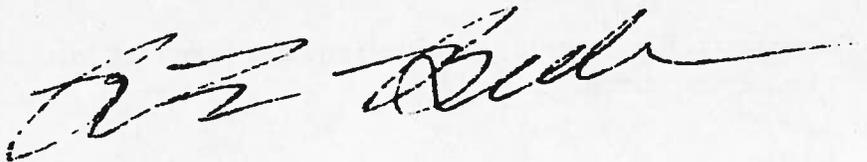
The proposed project team will be as follows:

Project Manager (Ron Beeler)	\$150.00/Hr
Project Leader	\$ 95.00/Hr
Technical Support Staff	\$ 70.00/Hr
Administrative Support Staff	\$ 60.00/Hr

The project manager, Ron Beeler will be the only FPPS employee that will set foot on the premises of RSCCD and request that any required workers compensation insurance be waived since Ron Beeler is the President/Owner of FPPS.

Peter, if we have adequately addressed the scope of service and if you are in agreement please authorize us to proceed by issuing a purchase order or a letter of intent so that we can proceed immediately. My S-Corporation # is 20-5820344. I will order a copy of my liability insurance and will provide a copy of my w-9 upon your agreement. Again, thank you for the opportunity to work with Rancho Santiago Community College District.

Sincerely,



Ron Beeler, President/CEO

Facilities Planning & Program Services Inc. (FPPS)

20671 Vista Del Norte

Yorba Linda, CA 92886

Office & Cell# (714) 267-7209

ronbeeler@sbcglobal.net

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
09-BP000216	1,831,427.00	ISEC INC	Buildings - Contracted Svcs	SP	BOND	6/16/2009
10-BP000217	146,900.00	NATURE TECH LANDSCAPING INC	Buildings - Contracted Svcs	SP	BOND	7/6/2009
09-BP000218	949,926.00	MICON CONSTRUCTION INC	Buildings - Contracted Svcs	SP	BOND	6/16/2009
09-P0010892	1,000.00	DON BOOKSTORE	Non-Instructional Supplies	SP		6/8/2009
09-P0010893	4,482.72	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		6/8/2009
09-P0010894	44,600.00	POSTMASTER	Postage			6/8/2009
* 09-P0010895	2,786.19	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		6/8/2009
09-P0010896	80,320.62	RELIABLE GRAPHICS	Buildings - Blueprint/Reprod	SP	BOND	6/8/2009
09-P0010897	897.47	SCANTRON CORP	Non-Instructional Supplies	SP		6/8/2009
09-P0010898	1,212.60	AMERICAN EXPRESS	Conference Expenses	SP		6/9/2009
09-P0010899	7,500.00	INSTITUTE FOR WOMEN ENTREPRENEURS	District Business/Sponsorships	SP		6/9/2009
09-P0010900	3,157.01	APPLE COMPUTER INC	Equipment - All Other > \$1,000			6/9/2009
09-P0010901	8,663.28	DI IMAGING	Reproduction/Printing Expenses			6/9/2009
09-P0010902	1,787.85	GLASBY MAINTENANCE SUPPLY	Equip/Software - >\$200 <\$1,000	SP	BOND	6/9/2009
09-P0010903	22.84	SCHICK RECORDS MGMT	Non-Instructional Supplies			6/9/2009
09-P0010904	498.64	HERTZ CORP	Transportation - Student	SP		6/9/2009
09-P0010905	220.00	CITY OF ORANGE	Other Licenses & Fees			6/9/2009
09-P0010906	495.00	STUDENT BUSINESS OFFICE	Awards & Incentives	SP		6/9/2009
09-P0010907	1,000.00	CHEVRON	Gasoline			6/9/2009
09-P0010908	132.53	PACIFIC SYSTEMS ELECTRIC INC	Other Licenses & Fees	SP		6/9/2009
09-P0010909	595.34	CDW	Instructional Supplies			6/9/2009
09-P0010910	228.38	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/9/2009
09-P0010911	1,594.43	CARQUEST AUTO PARTS	Instructional Supplies			6/9/2009
09-P0010912	9,800.00	ELECTRO INDUSTRY INC	Contracted Repair Services			6/9/2009
09-P0010913	429.34	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			6/9/2009
* 09-P0010915	1,954.24	TROXELL COMM INC	Instructional Supplies	SP		6/10/2009
09-P0010916	6,240.11	ORANGE COAST PLUMBING INC	Contracted Repair Services			6/10/2009
09-P0010917	67,834.94	DELL COMPUTER	Equipment - Federal Progs >200	SP		6/10/2009
09-P0010918	694.26	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		6/10/2009

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No. 5.23

Legend: * = Multiple Accounts for this P O SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
09-P0010919	2,100 00	MIDDLE COLLEGE HIGH SCHOOL	Conference Expenses	SP		6/10/2009
09-P0010920	3,135 00	HYATT	Conference Expenses	SP		6/10/2009
09-P0010921	340 00	FOOTHILLS SENTRY	Advertising			6/10/2009
09-P0010922	868 80	SCANTRON CORP	Equip/Software - >\$200 <\$1,000	SP		6/10/2009
09-P0010923	435 06	MADLINE A GRANT	Software License and Fees	SP		6/10/2009
09-P0010925	6,525 00	LAW OFFICE OF JOHN B CARMICHAEL	Legal Expenses			6/10/2009
09-P0010926	556 53	CARLS JR SPECIAL EVENTS DEPT	Food and Food Service Supplies	SP		6/10/2009
* 09-P0010928	6,334 00	FRIENDS OF SCC MUSIC	Reproduction/Printing Expenses			6/11/2009
09-P0010930	11,150 00	WESTERN POWER SYSTEMS	Buildings - Contracted Svcs	SP	BOND	6/11/2009
09-P0010931	278 48	ARMSTRONG MEDICAL INDUSTRIES	Instructional Supplies	SP		6/11/2009
09-P0010932	139 35	CITY OF SANTA ANA	Sites - Licenses, Fees & Taxes	SP	BOND	6/11/2009
09-P0010933	765 04	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/11/2009
09-P0010934	750 00	CONLEY ANNMARIE	Contracted Services	SP		6/11/2009
09-P0010935	807 53	SPICERS PAPER CO	Non-Instructional Supplies			6/11/2009
09-P0010936	20,122 00	PRIME INSTALLATION SVCS	Buildings - Relocation/Moving	SP		6/11/2009
09-P0010937	3,549 12	D4 SOLUTIONS INC	Buildings - Contracted Svcs	SP	BOND	6/11/2009
09-P0010938	10,741 70	THE WRIGHT GROUP INC	Legal Expenses			6/11/2009
09-P0010939	2,809.01	DELL COMPUTER	Instructional Supplies	SP		6/11/2009
09-P0010940	1,026.81	RYDIN DECAL	Non-Instructional Supplies	SP		6/11/2009
09-P0010941	680 00	FRANKLIN AIR CONDITIONING	Contracted Services			6/11/2009
09-P0010942	271 25	ROGEL SARA ELIZABETH	Contracted Services			6/11/2009
* 09-P0010943	4,375 16	GOODHEART WILCOX	Books, Mags & Ref Mat, Non-Lib	SP		6/15/2009
09-P0010945	5,161 33	A TECH TRAINING	Equip/Software - >\$200 <\$1,000	SP		6/15/2009
09-P0010946	163 13	QS/1 DATA SYSTEMS	Software Support Service			6/15/2009
* 09-P0010947	3,634 43	TROXELL COMM INC	Equipment - Federal Progs >200	SP		6/15/2009
09-P0010948	11,653 66	ATKINSON ANDELSON LOYA RUUD	Legal Expenses			6/16/2009
09-P0010949	1,272 38	DON BOOKSTORE	Non-Instructional Supplies	SP		6/16/2009
* 09-P0010950	2,225 25	CITY OF REDLANDS	Instructional Agrmt - Salary			6/16/2009
* 09-P0010951	14,278 00	CITY OF VERNON	Instructional Agrmt - Salary			6/16/2009

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Legend: * = Multiple Accounts for this P O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 09-P0010952	14,473 75	CITY OF ANAHEIM	Instructional Agrmt - Salary			6/16/2009
* 09-P0010953	12,327 00	CITY OF BREA	Instructional Agrmt - Salary			6/16/2009
* 09-P0010954	6,864 00	CENTRAL NET OPERATION AUTHORITY	Instructional Agrmt - Salary			6/16/2009
* 09-P0010955	11,872 25	CITY OF LA VERNE	Instructional Agrmt - Salary			6/16/2009
* 09-P0010956	5,437.50	CITY OF MONTCLAIR	Instructional Agrmt - Salary			6/16/2009
09-P0010957	21 05	TROPICAL PLAZA NURSERY	Contracted Repair Services			6/16/2009
09-P0010958	2,890.79	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/16/2009
09-P0010959	5,974 18	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			6/16/2009
09-P0010960	432 90	DOROTHY B NACITA	Conference Expenses	SP		6/16/2009
09-P0010961	266,900 00	TRIANGLE ENTERPRISES INC	Buildings - Contracted Svcs	SP	BOND	6/16/2009
09-P0010963	299,000 00	PETERSEN DEAN ROOFING AND	Buildings - Contracted Svcs	SP	BOND	6/16/2009
09-P0010964	397,800 00	INSUL DRYWALL AND PLASTERING INC	Buildings - Contracted Svcs	SP	BOND	6/16/2009
09-P0010965	82,900 00	PROGRESSIVE FLOOR COVERING INC	Buildings - Contracted Svcs	SP	BOND	6/16/2009
09-P0010966	65,000 00	KRONOS PAINTING INC	Buildings - Contracted Svcs	SP	BOND	6/16/2009
09-P0010967	275 00	ADVANCED ACADEMICS, INC	Conference Expenses	SP		6/16/2009
09-P0010968	625,700 00	JM FARNAN CO INC	Buildings - Contracted Svcs	SP	BOND	6/16/2009
* 09-P0010969	14,661 00	CITY OF RANCHO CUCAMONGA	Instructional Agrmt - Salary			6/17/2009
09-P0010970	313 90	DENISE SCOLARO	Conference Expenses	SP		6/17/2009
09-P0010971	300.00	ADVANCED ACADEMICS, INC.	Conference Expenses	SP		6/17/2009
09-P0010972	1,836 00	ORANGE COAST PLUMBING INC	Contracted Repair Services			6/17/2009
09-P0010973	3,362 55	BUSINESS MACHINES SECURITY	Non-Instructional Supplies			6/18/2009
09-P0010974	343 25	HARRIS COMMUNICATIONS	Equipment - All Other > \$1,000			6/18/2009
09-P0010976	493 07	KATEK SOLUTIONS	Equip/Software - >\$200 <\$1,000	SP	BOND	6/22/2009
10-P0010977	9,782 54	TREND OFFSET PRINTING	Class Schedules/Printing			7/1/2009
09-P0010978	9,850 00	OWENS STEVE	Contracted Repair Services			6/22/2009
* 09-P0010979	6,671.75	CITY OF UPLAND	Instructional Agrmt - Salary			6/22/2009
09-P0010980	450 00	JFK TRANSPORTATION	Transportation - Student	SP		6/22/2009
* 09-P0010981	14,011 25	DOWNEY FIRE DEPT	Instructional Agrmt - Salary			6/22/2009
* 09-P0010982	1,654 00	DOWNEY FIRE DEPT	Instructional Agrmt - Salary			6/22/2009

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
09-P0010983	122,668 00	ASCIP	Workers Compensation Insurance			6/22/2009
09-P0010984	4,445 00	OC CHILDREN'S THERAPUTIC ART CTR	Rental - Facility (Short-term)	SP		6/22/2009
09-P0010985	3,000 00	SANTA ANA UNIFIED SCHOOL DIST	Transportation - Student	SP		6/23/2009
09-P0010986	450 00	JFK TRANSPORTATION	Transportation - Student	SP		6/23/2009
09-P0010987	774 00	STATE OF CALIF	Fingerprinting			6/23/2009
* 09-P0010988	583 17	KATEK SOLUTIONS	Non-Instructional Supplies			6/23/2009
09-P0010989	1,323 06	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			6/23/2009
09-P0010990	20,548 31	POCKET NURSE	Equipment - Federal Progs >200	SP		6/23/2009
09-P0010992	1,497 49	FRANK'S LOCKS & DOOR CLOSERS INC	Repair & Replacement Parts			6/23/2009
09-P0010993	147 68	FRANK'S LOCKS & DOOR CLOSERS INC	Repair & Replacement Parts			6/23/2009
09-P0010994	311 00	AMTECH ELEVATOR SERVICES	Contracted Repair Services			6/23/2009
09-P0010995	982 36	TOMARK SPORTS INC	Contracted Repair Services			6/23/2009
* 09-P0010996	686 00	DOWNEY FIRE DEPT	Instructional Agrmt - Salary			6/23/2009
09-P0010997	17,830.00	MORRIS JOHN THOMAS	Buildings - Contracted Svcs	SP	BOND	6/23/2009
* 09-P0010998	8,137 00	MONTEBELLO FIRE DEPT	Instructional Agrmt - Salary			6/23/2009
* 09-P0010999	12,470 00	CITY OF MONTCLAIR	Instructional Agrmt - Salary			6/23/2009
09-P0011000	1,000 00	NASBITE	Advertising	SP		6/24/2009
09-P0011001	5,018.00	NINYO & MOORE	Buildings - Engineering Costs	SP	BOND	6/24/2009
09-P0011003	5,000 00	DON BOOKSTORE	Non-Instructional Supplies	SP		6/24/2009
09-P0011004	19,536.95	ARMSTRONG MEDICAL INDUSTRIES	Equipment - Federal Progs >200	SP		6/24/2009
09-P0011005	70,936.75	LAERDAL MEDICAL CORP	Equipment - Federal Progs >200	SP		6/24/2009
09-P0011007	23,796.01	MOORE MEDICAL CORP	Equipment - Federal Progs >200	SP		6/24/2009
09-P0011010	600 00	HOME DEPOT	Non-Instructional Supplies	SP		6/24/2009
09-P0011011	714 00	C & H DISTRIBUTORS INC	Equip/Software - >\$200 <\$1,000	SP		6/24/2009
09-P0011012	2,359 88	FRANK'S LOCKS & DOOR CLOSERS INC	Equipment - All Other > \$1,000	SP		6/24/2009
09-P0011013	109 10	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/24/2009
09-P0011014	74 60	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		6/24/2009
09-P0011015	91 16	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			6/24/2009
09-P0011016	409.20	APPERSON PRINT MGMT SVCS	Non-Instructional Supplies	SP		6/24/2009

5.23 (4)

Legend: * = Multiple Accounts for this P O SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
09-P0011018	209 25	PLAYERS CHOICE	Non-Instructional Supplies	SP		6/24/2009
09-P0011019	385 24	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/24/2009
09-P0011020	558 31	BURKE ENGINEERING	Repair & Replacement Parts			6/24/2009
09-P0011021	687.18	SEHI COMPUTER PRODUCTS	Equipment - Federal Progs >200	SP		6/25/2009
09-P0011022	1,115 22	B2B COMPUTER PRODUCTS LLC	Non-Instructional Supplies	SP		6/25/2009
09-P0011023	385 55	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		6/25/2009
09-P0011024	431 10	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/25/2009
09-P0011025	124 84	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		6/25/2009
09-P0011026	3,345 13	KUSTOM IMPRINTS	Non-Instructional Supplies	SP		6/25/2009
09-P0011027	1,331 29	ON TARGET SALES PROMOTIONS	Non-Instructional Supplies	SP		6/25/2009
09-P0011028	180 00	MOLAA	Other Student Prog Svcs & Exp	SP		6/29/2009
09-P0011029	760.00	INTELECOM	Other Licenses & Fees			6/29/2009
09-P0011030	3,524 03	SC FUELS	Gasoline			6/29/2009
09-P0011031	335 40	HORN TEXTILE	Non-Instructional Supplies	SP		6/29/2009
09-P0011032	1,585 59	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		6/29/2009
09-P0011033	14,083.00	SANDERS PAVING INC	Site Improvements	SP		6/29/2009
09-P0011034	177.15	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		6/29/2009
09-P0011035	61,500 00	JM FARNAN CO INC	Buildings - Contracted Svcs	SP	BOND	6/29/2009
09-P0011036	668 76	RELIABLE GRAPHICS	Buildings - Blueprint/Reprod	SP	BOND	6/29/2009
09-P0011037	2,142 50	TRI CHEM TECH	Contracted Repair Services			6/29/2009
09-P0011038	273.12	KONE INC	Contracted Repair Services			6/29/2009
09-P0011039	2,846 36	BOBER ANTHONY T	Gain (Loss) - Insurance Settle			6/29/2009
09-P0011040	2,585.00	OWENS STEVE	Contracted Repair Services			6/29/2009
09-P0011041	18,453 91	TWINING LABORATORIES OF	Buildings - Contracted Svcs	SP	BOND	6/29/2009
* 09-P0011042	46,300 00	FUNDAMENT & ASSOCIATES	Building Improvements	SP		6/29/2009
09-P0011043	565.40	AMERICAN EXPRESS	Conference Expenses	SP		6/29/2009
09-P0011044	1,820 11	WESTERN POWER SYSTEMS	Contracted Repair Services			6/29/2009
09-P0011045	4,962 30	CURRENT ELECTRIC	Building Improvements	SP		6/29/2009
09-P0011046	1,532 00	TROPICAL PLAZA NURSERY	Contracted Repair Services			6/29/2009

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Legend: * = Multiple Accounts for this P O SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
09-P0011048	170 00	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/29/2009
09-P0011049	192 00	STAR ECO STATION	Fees Paid for Students	SP		6/29/2009
09-P0011050	1,540 80	MEDIEVAL TIMES DINNER & TOURNAMENT INC	Other Student Prog Svcs & Exp	SP		6/29/2009
09-P0011051	328 22	PLAYERS CHOICE	Non-Instructional Supplies	SP		6/30/2009
09-P0011052	1,008 64	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		6/30/2009
09-P0011053	221.42	GUSTAVO CHAMORRO	Food and Food Service Supplies	SP		6/30/2009
09-P0011054	2,624 00	SODEXHO	Non-Instructional Supplies	SP		6/30/2009
09-P0011055	500 00	BAHNER BRYCE M	Contracted Services	SP		6/30/2009
09-P0011056	500 00	MERKOVSKY MICHAEL J	Contracted Services	SP		6/30/2009
09-P0011057	500.00	JIMENEZ ROCIO GABRIELA	Contracted Services	SP		6/30/2009
09-P0011058	500 00	QAFAITI MICHAEL	Contracted Services	SP		6/30/2009
09-P0011059	500 00	CHAWKE MICHAEL M	Contracted Services	SP		6/30/2009
09-P0011060	500 00	RISTROM JOSEPH M	Contracted Services	SP		6/30/2009
09-P0011061	500 00	ZIVE PAUL J	Contracted Services	SP		6/30/2009
* 09-P0011062	65,000.00	EXECUTIVE ENVIRONMENTAL	Building Improvements	SP		6/30/2009
09-P0011064	1,000.00	ORANGE COUNTY TRANSPORTATION	Other Exp Paid for Students	SP		6/30/2009
09-P0011066	402 00	JFK TRANSPORTATION	Transportation - Student	SP		6/30/2009
09-P0011067	1,000.00	ROMELIA MADRIGAL	Non-Instructional Supplies	SP		6/30/2009
09-P0011068	400 00	SMART & FINAL	Food and Food Service Supplies	SP		6/30/2009
09-P0011069	2,169 56	ECS IMAGING INC	Equipment - Federal Progs >200	SP		6/30/2009
09-P0011070	378.35	HACIENDA	Food and Food Service Supplies	SP		6/30/2009
10-P0011071	500.00	ALBERTSON'S	Instructional Supplies	SP		7/1/2009
10-P0011072	250 00	NEW WAVE	Instructional Supplies	SP		7/1/2009
09-P0011073	943 50	MARTINEZ BOOKS AND ART GALLERY	Rental - Facility (Short-term)	SP		6/30/2009
10-P0011074	1,000 00	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		7/1/2009
09-P0011075	727 65	MARRIOTT SAN ANTONIO RIVERWALK	Conference Expenses	SP		6/30/2009
09-P0011076	1,000 00	SMART & FINAL	Food and Food Service Supplies	SP		6/30/2009
09-P0011077	1,000 00	ALBERTSON'S	Food and Food Service Supplies	SP		6/30/2009
* 09-P0011078	1,637 58	SOUTHERN AUTO BODY	Contracted Repair Services			6/30/2009

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
09-P0011079	554 71	KNORR SYSTEMS INC	Non-Instructional Supplies			6/30/2009
09-P0011080	462 93	KNORR SYSTEMS INC	Non-Instructional Supplies			6/30/2009
09-P0011081	1,260 00	COAST COMMUNITY COLLEGE DISTRICT	Other Licenses & Fees			6/30/2009
09-P0011082	558 32	HERTZ CORP	Transportation - Student	SP		6/30/2009
10-P0011085	14,900 00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2009
10-P0011086	1,500 00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2009
10-P0011087	11,000 00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2009
10-P0011088	9,000 00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2009
10-P0011089	2,000 00	RALPH'S GROCERY CO	Food and Food Service Supplies	SP		7/1/2009
10-P0011090	4,000 00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2009
10-P0011091	14,000 00	SAM'S DAIRY DIST	Food and Food Service Supplies	SP		7/1/2009
10-P0011092	9,000 00	SAM'S DAIRY DIST	Food and Food Service Supplies	SP		7/1/2009
10-P0011093	11,000 00	NORTHGATE GONZALEZ MARKET	Food and Food Service Supplies	SP		7/1/2009
10-P0011095	7,000 00	SAM'S DAIRY DIST	Food and Food Service Supplies	SP		7/1/2009
10-P0011096	9,000 00	ALBERTSON'S	Food and Food Service Supplies	SP		7/1/2009
10-P0011097	9,000 00	SAM'S DAIRY DIST	Food and Food Service Supplies	SP		7/1/2009
10-P0011098	3,000 00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2009
10-P0011099	6,000 00	SMART & FINAL	Food and Food Service Supplies	SP		7/1/2009
10-P0011100	14,900 00	STATER BROS	Food and Food Service Supplies	SP		7/1/2009
10-P0011101	14,900 00	SAM'S DAIRY DIST	Food and Food Service Supplies	SP		7/1/2009
09-P0011103	72 00	WESTERN POWER SYSTEMS	Contracted Repair Services			6/30/2009
09-P0011105	924.00	DE LA TORRE COMMERCIAL	Contracted Services			6/30/2009
09-P0011106	755 00	WESTERN POWER SYSTEMS	Contracted Repair Services			6/30/2009
10-P0011109	505 00	ROADWAY'S INT'L	Transportation - Student	SP		7/1/2009
10-P0011111	1,000 00	UNITED PARCEL SVC	Postage			7/1/2009
09-P0011112	961 31	FRANKLIN AIR CONDITIONING	Contracted Services			6/30/2009
10-P0011113	550.00	DIRECTV	Books, Mags & Ref Mat, Non-Lib			7/2/2009
10-P0011114	5,000 00	OCBC ORANGE CTY BUS COUNCIL	Inst Dues & Memberships			7/2/2009
10-P0011115	6,250 00	CCID COMMUNITY COLLEGES FOR	Inst Dues & Memberships			7/2/2009

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
09-P0011116	125 00	CITY OF ORANGE	Other Licenses & Fees			6/30/2009
09-P0011117	14,640 00	COSCO FIRE PROTECTION INC	Contracted Repair Services			6/30/2009
09-P0011118	350 00	ORKIN PEST CONTROL	Contracted Repair Services			6/30/2009
10-P0011120	163 11	DELL COMPUTER	Non-Instructional Supplies			7/6/2009
09-P0011121	387.01	PYRO-COMM SYSTEMS INC	Contracted Repair Services			6/30/2009
09-P0011122	1,516 86	ACCURATE FIRE EXTINGUISHER SVC	Contracted Repair Services			6/30/2009
09-P0011123	1,065 24	FRANKLIN AIR CONDITIONING	Contracted Repair Services			6/30/2009
* 09-P0011124	191,901.00	ORANGE COUNTY HIGH SCHOOL	Instructional Agrmt - Equip			6/30/2009
09-P0011125	327 65	TROPICAL PLAZA NURSERY	Contracted Repair Services			6/30/2009
09-P0011126	100 80	AMERICAN RENT A FENCE	Contracted Repair Services			6/30/2009
09-P0011127	714 01	KONE INC	Contracted Repair Services			6/30/2009
10-P0011129	2,064 00	VERIZON	Telephone & Pager Services			7/7/2009
10-P0011130	10,112 66	XEROX CORP	Software Support Service			7/7/2009
10-P0011131	7,000 00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/7/2009
10-P0011132	1,000 00	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		7/7/2009
10-P0011133	150.00	LP GAS	Instructional Supplies			7/7/2009
10-P0011134	6,300 00	MR B'S LAWNMOWER & SAW SHOP	Instructional Supplies			7/7/2009
10-P0011135	1,500 00	TED JOHNSON PROPANE	Instructional Supplies			7/7/2009
10-P0011136	8,000 00	SANTA ANA DIESEL	Repair & Replacement Parts			7/7/2009
10-P0011137	450 00	JERRY'S DISCOUNT AUTO PARTS	Instructional Supplies			7/7/2009
10-P0011138	2,500 00	HOME DEPOT	Non-Instructional Supplies			7/7/2009
10-P0011139	5,000 00	GANAHL LUMBER CO	Instructional Supplies	SP		7/7/2009
10-P0011140	5,000 00	HOME DEPOT	Instructional Supplies			7/7/2009
10-P0011142	1,000 00	HOME DEPOT	Instructional Supplies	SP		7/7/2009
10-P0011143	1,500 00	HOME DEPOT	Non-Instructional Supplies			7/7/2009
10-P0011144	700 00	PROCLEAN INC	Non-Instructional Supplies	SP		7/7/2009
10-P0011145	6,000 00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies	SP		7/7/2009
10-P0011146	150 00	ALBERTSON'S	Instructional Supplies	SP		7/7/2009
10-P0011147	5,000 00	XEROX CORP	Non-Instructional Supplies			7/7/2009

5.23 (8)

Legend: * = Multiple Accounts for this P O SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0011148	300 00	BLUE RIBBON TROPHY CO	Non-Instructional Supplies	SP		7/7/2009
10-P0011149	300.00	DON BOOKSTORE	Instructional Supplies	SP		7/7/2009
10-P0011151	3,800 00	SCOTT HEALTH AND SAFETY	Instructional Supplies			7/7/2009
10-P0011152	14,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			7/8/2009
10-P0011153	300 00	MISSION UNIFORM & LINEN	Laundry & Dry Cleaning Service	SP		7/8/2009
09-P0011154	745 00	ROADWAY'S INT'L	Transportation - Student	SP		6/30/2009
09-P0011155	745 00	ROADWAY'S INT'L	Transportation - Student	SP		6/30/2009
10-P0011156	1,200 00	LN CURTIS & SONS	Contracted Repair Services			7/8/2009
09-P0011157	103 27	DON BOOKSTORE	Non-Instructional Supplies	SP		6/30/2009
10-P0011158	812.00	IMPERIAL PRODUCTS INC	Repair & Replacement Parts			7/8/2009
10-P0011159	5,000 00	MIDWEST LIBRARY SVC	Library Books	SP		7/8/2009
10-P0011160	500 00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2009
10-P0011161	1,121 00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services			7/8/2009
10-P0011162	5,000 00	AMAZON COM	Library Books	SP		7/8/2009
10-P0011163	1,000 00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			7/8/2009
10-P0011164	2,000.00	OFFICE DEPOT BUSINESS SVCS	Supplies Paid for Students	SP		7/8/2009
10-P0011165	500 00	CALIF STAGE & LIGHTING	Instructional Supplies	SP		7/8/2009
10-P0011166	4,500 00	QUARTERMASTER	Non-Instructional Supplies			7/8/2009
10-P0011167	2,200 00	PARADISE BAKERY & CAFE	Food and Food Service Supplies			7/8/2009
10-P0011168	1,000 00	PLAYERS CHOICE	Non-Instructional Supplies			7/8/2009
10-P0011169	500 00	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			7/8/2009
10-P0011170	3,806 25	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2009
10-P0011172	5,000 00	KLM AIR INC	Repair & Replacement Parts			7/8/2009
10-P0011173	2,000 00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2009
10-P0011174	1,000 00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			7/8/2009
10-P0011175	750 00	FIREMASTER	Contracted Services			7/8/2009
10-P0011176	400 00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2009
10-P0011177	5,500 00	HERFF JONES INC	Non-Instructional Supplies	SP		7/8/2009
10-P0011179	1,000 00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2009

5.23 (9)

Legend: * = Multiple Accounts for this P O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0011181	146 73	UNISAN PRODUCTS	Non-Instructional Supplies			7/8/2009
10-P0011182	500 00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2009
09-P0011183	745 00	ROADWAY'S INT'L	Transportation - Student	SP		6/30/2009
10-P0011184	585 00	POSTMASTER	Postage			7/8/2009
10-P0011185	1,000 00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2009
10-P0011187	14,950 00	SO CALIF COMMERCIAL PRINTING	Reproduction/Printing Expenses			7/8/2009
10-P0011188	1,200 00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		7/8/2009
10-P0011189	1,200 00	AMMEX	Non-Instructional Supplies	SP		7/8/2009
10-P0011190	1,000 00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/8/2009
10-P0011191	4,447 54	OCLC ONLINE COMPUTER LIBRARY CO	Internet Services			7/8/2009
10-P0011193	1,520 00	ORANGE COUNTY REGISTER	Buildings - Legal Expenses	SP	BOND	7/8/2009
10-P0011194	2,016 00	ORANGE COUNTY REGISTER	Buildings - Legal Expenses	SP	BOND	7/8/2009
10-P0011195	800 00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		7/8/2009
10-P0011196	5,740 00	HW WILSON CO	Internet Services			7/8/2009
09-P0011197	311 00	AMTECH ELEVATOR SERVICES	Contracted Repair Services			6/30/2009
09-P0011198	961 98	KNORR SYSTEMS INC	Non-Instructional Supplies			6/30/2009
10-P0011199	5,000 00	SANOFI PASTEUR	Non-Instructional Supplies	SP		7/8/2009
10-P0011200	2,000 00	EDWARDS MEDICAL SUPPLY INC	Non-Instructional Supplies	SP		7/8/2009
09-P0011201	3,000 00	BW RESEARCH PARTNERSHIP	Contracted Services	SP		6/30/2009
09-P0011202	133.62	CDW GOVERNMENT INC	Non-Instructional Supplies	SP		6/30/2009
10-P0011203	5,000.00	GLAXO SMITHKLINE	Non-Instructional Supplies	SP		7/8/2009
10-P0011204	1,500.00	MOORE MEDICAL CORP	Non-Instructional Supplies	SP		7/8/2009
10-P0011205	900 00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			7/8/2009
10-P0011206	4,000 00	PHARMEDIX	Non-Instructional Supplies	SP		7/8/2009
10-P0011207	2,000 00	PHYSICIAN SALES & SVCS	Non-Instructional Supplies	SP		7/8/2009
10-P0011208	8,000.00	QUEST DIAGNOSTICS	Contracted Services	SP		7/8/2009
10-P0011209	200 00	GREEN'S SECURITY CTR INC	Non-Instructional Supplies			7/8/2009
10-P0011210	14,000 00	TURNOUT MAINTENANCE COMPANY, LLC	Repair & Replacement Parts			7/9/2009
10-P0011211	1,000 00	SPECTRUM GAS PRODUCTS	Repair & Replacement Parts			7/9/2009

5.23 (10)

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0011212	1,500 00	PARADISE BAKERY & CAFE	Food and Food Service Supplies			7/9/2009
10-P0011213	12,000 00	SCHICK RECORDS MGMT	Lease Agreement - Facility			7/9/2009
10-P0011214	500.00	HOME DEPOT	Instructional Supplies	SP		7/9/2009
10-P0011215	2,000 00	CHEVRON	Gasoline			7/9/2009
10-P0011216	2,000 00	SLUSSER TOBY	Contracted Repair Services			7/9/2009
10-P0011217	3,500 00	IBT INTEGRATED BIOMETRIC TECHNOLOGY SERVICE	Fingerprinting	SP		7/9/2009
09-P0011218	18,888 96	JEM INDUSTRIES INC	Buildings - Contracted Svcs	SP	BOND	6/30/2009
10-P0011219	2,936 25	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		7/9/2009
10-P0011220	870 00	REGENTS OF UC SAN DIEGO	Software License and Fees	SP		7/9/2009
09-P0011221	86,756 00	R&M ELECTRICAL CONTRACTING	Buildings - Contracted Svcs	SP	BOND	6/30/2009
10-P0011222	500 00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			7/9/2009
09-P0909395	15,021.00	INTELECOM	Other Licenses & Fees			6/11/2009
* 09-P0909396	37,437.25	SAN BERNARDINO CITY FIRE DEPT	Instructional Agrmt - Salary			6/16/2009
* 09-P0909397	34,315.00	CITY OF COSTA MESA	Instructional Agrmt - Salary			6/16/2009
* 09-P0909398	38,621 00	CENTRAL NET OPERATION AUTHORITY	Instructional Agrmt - Salary			6/16/2009
* 09-P0909399	50,023 75	CITY OF CORONA FIRE DEPT	Instructional Agrmt - Salary			6/16/2009
* 09-P0909400	27,426 00	CITY OF GARDEN GROVE	Instructional Agrmt - Salary			6/16/2009
* 09-P0909401	41,165 00	CITY OF ORANGE	Instructional Agrmt - Salary			6/17/2009
09-P0909402	40,443 00	SANTA ANA UNIFIED SCHOOL DIST	Rental - Facility (Short-term)	SP		6/22/2009
* 09-P0909403	43,330 00	NEWPORT BEACH FIRE DEPT	Instructional Agrmt - Salary			6/22/2009
* 09-P0909404	21,695 00	CITY OF FULLERTON	Instructional Agrmt - Salary			6/22/2009
* 09-P0909405	30,324.00	CITY OF SANTA ANA	Instructional Agrmt - Salary			6/22/2009
* 09-P0909406	34,383 75	ONTARIO FIRE DEPARTMENT	Instructional Agrmt - Salary			6/22/2009
* 09-P0909407	148,158 50	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Salary			6/22/2009
09-P0909408	13,870 00	ORANGE COUNTY TRANSPORTATION	Instructional Agrmt - Salary			6/22/2009
* 09-P0909409	111,074 75	SAN BERNARDINO COUNTY	Instructional Agrmt - Salary			6/23/2009
* 09-P0909410	27,168 50	WEST COVINA FIRE DEPT	Instructional Agrmt - Salary			6/23/2009
* 09-P0909411	25,794 25	CHINO VALLEY INDEPENDENT	Instructional Agrmt - Salary			6/23/2009
09-P0909412	1,701.00	OUR LADY OF THE PILLAR CHURCH	Rental - Facility (Short-term)	SP		6/29/2009

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-PC109010	2,450 00	CI SOLUTION	Software Support Service			7/1/2009
10-PC109011	101,200 00	DATATEL INC	Software Support Service			7/1/2009
10-PC109012	289,316 00	DATATEL INC	Software Support Service			7/1/2009
10-PC109013	1,000.00	EVISIONS	Software Support Service			7/1/2009
10-PC109014	155,382 03	COMPUTERLAND OF SILICON VALLEY	Software Support Service			7/1/2009
10-PC109015	11,051 59	ECS IMAGING INC	Software Support Service			7/1/2009
10-PC109016	213,264 00	FOUNDATION FOR CALIFORNIA	Software Support Service			7/1/2009
10-PC109017	160,619 81	HEWLETT PACKARD	Software Support Service			7/1/2009
10-PC109018	54,186 00	INFORMATION TECH PARTNERS INC	Software Support Service			7/1/2009
10-PC109019	1,109 25	BULL HN INFORMATION SYSTEMS INC	Software Support Service			7/1/2009
10-PC109020	449,914 87	BULL HN INFORMATION SYSTEMS INC	Software Support Service			7/1/2009
10-PC109021	60,000 00	SCHOOL WEB SVCS	Software Support Service			7/1/2009
10-PC109022	72,000 00	SCHOOL WEB SVCS	Software Support Service			7/1/2009
10-PC109023	7,404.00	SCANTRON CORP	Maint Contract - Office Equip			7/7/2009
* 10-PC109024	3,616 94	XEROX CORP	Excess/Copies Usage			7/7/2009
* 10-PC109025	3,616.94	XEROX CORP	Excess/Copies Usage			7/7/2009
10-PC109026	4,095 00	ROC SOFTWARE SYSTEMS INC	Software Support Service			7/1/2009
10-PC109027	149,638.60	COMPUCOM SYSTEMS INC	Software Support Service			7/1/2009
10-PC109028	20,050 00	CUSTOMIZED SUPPORT SVCS INC	Software Support Service			7/2/2009
* 10-PC109029	5,097.77	XEROX CORP	Excess/Copies Usage			7/7/2009
10-PC109031	404 18	COAST TO COAST BUSINESS	Maint Contract - Office Equip			7/7/2009
10-PC109032	64,155 00	ST PETER EVANGELICAL	Lease Agreement - Facility	SP		7/7/2009
* 10-PC109034	499 83	XEROX CORP	Excess/Copies Usage	SP		7/7/2009
* 10-PC109035	789 54	XEROX CORP	Excess/Copies Usage	SP		7/7/2009
10-PC109036	3,726 00	DATA CLEAN CORP	Contracted Services			7/7/2009
10-PC109037	9,748 35	RECALL TOTAL INFORMATION MGMT	Contracted Services			7/7/2009
10-PC109038	3,420 00	KLM AIR INC	Maint Contract - Other Equip			7/7/2009
* 10-PC109039	13,246 19	XEROX CORP	Excess/Copies Usage			7/7/2009
* 10-PC109040	1,514 58	XEROX CORP	Excess/Copies Usage			7/7/2009

5.23 (12)

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 10-PC109041	31,837.43	XEROX CORP	Excess/Copies Usage			7/7/2009
* 10-PC109042	4,586.73	XEROX CORP	Excess/Copies Usage			7/7/2009
10-PC109043	10,000.00	XEROX CORP	Contracted Repair Services			7/7/2009
* 10-PC109044	6,780.52	XEROX CORP	Excess/Copies Usage			7/7/2009
* 10-PC109045	7,955.02	XEROX CORP	Excess/Copies Usage			7/7/2009
* 10-PC109046	4,184.61	XEROX CORP	Excess/Copies Usage			7/7/2009
* 10-PC109047	354.98	XEROX CORP	Excess/Copies Usage			7/7/2009
10-PC109048	1,740.00	ACTION DOOR CONTROLS INC	Maint/Oper Service Agreements			7/7/2009
10-PC109049	69,600.00	ATHLETIC FIELD SPECIALISTS INC	Landscaping	SP		7/7/2009
10-PC109050	1,500.00	ANIMAL PEST MGMT SVC	Maint/Oper Service Agreements			7/7/2009
10-PC109051	25,475.85	PLATO LEARNING INC	Software Support Service			7/7/2009
10-PC109052	84,407.93	NEXUS IS INC	Software Support Service			7/8/2009
10-PC109053	31,935.00	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services	SP		7/8/2009
10-PC109054	17,644.39	EX LIBRIS USA INC	Software Support Service			7/8/2009
10-PC109055	25,476.00	SANTORA PARTNERS LLC	Lease Agreement - Facility			7/8/2009
10-PC109056	1,670.40	PITNEY BOWES	Lease Agreement - Equipment			7/9/2009
10-PC109057	3,102.75	PITNEY BOWES	Maint Contract - Office Equip			7/9/2009
* 10-PC109058	5,608.89	XEROX CORP	Excess/Copies Usage			7/9/2009
10-PC109059	61,464.24	TEAM ONE MANAGEMENT	Contracted Custodial Services	SP		7/9/2009
10-PC109060	1,668.00	CARRIER CORP	Contracted Services			7/9/2009
10-PC109061	1,673.40	WARE DISPOSAL CO INC	Trash Disposal	SP		7/9/2009
10-PC109062	3,261.60	PYRO-COMM SYSTEMS INC	Contracted Services			7/9/2009
10-PC109063	533.75	TAB ANSWER NETWORK	Contracted Services			7/9/2009
10-PC109064	2,566.80	GMS ELEVATOR	Contracted Services			7/9/2009
10-PC109065	540.00	ORKIN PEST CONTROL	Contracted Services			7/9/2009
10-PC109066	4,920.00	FRANKLIN AIR CONDITIONING	Contracted Services			7/9/2009
10-PC109067	6,468.00	BROADWAY PARTNERS	Landscaping	SP		7/9/2009
10-PC109068	3,144.00	CHEM PRO LABORATORY INC	Contracted Services			7/9/2009
10-PC109069	25,000.00	ROSEMET ENVIRONMENTAL SVCS	Hazardous Materials Removal	SP		7/9/2009

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-PC109070	400 00	AMERICAN OIL CO	Hazardous Materials Removal	SP		7/9/2009
10-PC109071	3,750 00	FRS ENVIRONMENTAL	Maint Contract - Other Equip			7/9/2009
10-PC109072	14,900 00	CASE SYSTEMS INC	Communications Maintenance	SP		7/9/2009
		Grand Total:	\$ 9,522,286.44			

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Legend: * = Multiple Accounts for this P O SP = Special Project

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Environment: Production

Log ID: Inevils

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 7, 2009 THROUGH JULY 11, 2009
BOARD MEETING OF JULY 27, 2009**

P.O. #	Amount	Description	Department	Comment
09-BP000216	\$1,831,427 00	General construction for the new Child Development Center at Santa Ana College	DO-Facility Planning	Bid #1097 Board approved May 11, 2009
10-BP000217	\$146,900 00	Landscape/Irrigation for the new Child Development Center at Santa Ana College	DO-Facility Planning	Bid #1098 Board approved May 11, 2009
09-BP000218	\$949,926.00	Concrete/Concrete Masonry for the new Child Development Center at Santa Ana College	DO-Facility Planning	Bid #1100 Board approved May 11, 2009
09-P0010894	\$44,600 00	Postage to cover bulk mailings	OEC-Warehouse	
09-P0010896	\$80,320 62	Printing of plans and specifications related to the construction of Child Development Center at Santa Ana College	DO-Facility Planning	
09-P0010917	\$67,834.94	Dell computers and related components	SAC-Human Services and Techonology	Purchased from the Western States Contracting Alliance (WSCA) master agreement #A63307 Board approved May 9, 2005
09-P0010936	\$20,122 00	Removal of furniture and equipment from the Marketplace Education Center to various District sites	DO-Facility Planning	Received Quotations 1) *Prime Installation Services 2) King Office Services 3) Cor-O-Van *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 7, 2009 THROUGH JULY 11, 2009
BOARD MEETING OF JULY 27, 2009**

P.O. #	Amount	Description	Department	Comment
09-P0010961	\$266,900 00	Earthwork/Demolition/Paving for the new Child Development Center at Santa Ana College	DO-Facility Planning	Bid #1099 Board approved May 11, 2009
09-P0010963	\$299,000 00	Roofing/Sheet Metal for the new Child Development Center at Santa Ana College	DO-Facility Planning	Bid #1102 Board approved May 11, 2009
09-P0010964	\$397,800 00	Drywall/Plaster/Ceilings for the new Child Development Center at Santa Ana College	DO-Facility Planning	Bid #1104 Board approved May 11, 2009
09-P0010965	\$82,900 00	Flooring for the new Child Development Center at Santa Ana College	DO-Facility Planning	Bid #1107 Board approved May 11, 2009
09-P0010966	\$65,000 00	Painting for the new Child Development Center at Santa Ana College	DO-Facility Planning	Bid #1108 Board approved May 11, 2009
09-P0010968	\$625,700 00	Plumbing for the new Child Development Center at Santa Ana College	DO-Facility Planning	Bid #1109 Board approved May 11, 2009
09-P0010983	\$122,668 00	Additional Workers' Compensation premium for fiscal year 2007-2008	DO-Risk Management	The District insurance company provides quotes based on previous fiscal year payroll. Depending on the increase or decrease of the reported figures, the District is obligated to pay the difference in premium.
09-P0010990	\$20,548 31	Medication cart	SAC-Nursing Department	Bid #1119 Board approved June 22, 2009

**PURCHASE OF SUPPLEMENTS
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 7, 2009 THROUGH JULY 11, 2009
BOARD MEETING OF JULY 27, 2009**

P.O. #	Amount	Description	Department	Comment
09-P0010997	\$17,830 00	Land surveying services for the construction of the new Child Development Center at Santa Ana College	DO-Facility Planning	Board approved May 11, 2009
09-P0011004	\$19,536 95	Childbirth and birthing simulator and manikin	SAC-Nursing Department	Bid #1119 Board approved June 22, 2009
09-P0011005	\$70,936 75	Laerdal SimMan 3G patient simulator	SAC-Nursing Department	Bid #1119 Board approved June 22, 2009
09-P0011007	\$23,796 01	Controller unit and manikin	SAC-Nursing Department	Bid #1119 Board approved June 22, 2009
09-P0011035	\$61,500 00	Replacement of firelines to the G, H and W buildings at Santa Ana College	DO-Facility Planning	Received Quotations 1) *J M Faman Co , Inc 2) XL Fire Protection 3) General Consolidated Constructors 4) Kennedy Pipeline Co *Successful Bidder
09-P0011041	\$18,453 91	Testing and inspection services for the Restroom Addition, Gym Floor Replacement and Fire Sprinkler Installation project at Santa Ana College	DO-Facility Planning	Board approved June 22, 2009
09-P0011042	\$46,300 00	Electrical engineering services for Phase II of the Fire Alarm Replacement project at Santa Ana College	DO-Facility Planning	Board approved June 22, 2009

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 7, 2009 THROUGH JULY 11, 2009
BOARD MEETING OF JULY 27, 2009**

P.O. #	Amount	Description	Department	Comment
09-P0011062	\$65,000 00	Asbestos abatement management, monitoring and clearance testing for Santa Ana College	DO-Facility Planning	Board approved June 22, 2009
09-P0011124	\$191,901 00	Instructional agreement for vocational arts classes for January thru May 2009	CEC	Board approved December 11, 2006
09-P0011218	\$18,888 96	Removal of Underground Storage Tank (UST) at Santa Ana College	DO-Facility Planning	Bid #1120 Board approved June 22, 2009
09-P0011221	\$86,756 00	Installation of new lighting fixtures and lighting control panel for the obstacle course at the OC-Sheriff's Regional Training Academy	DO-Facility Planning	Bid #1117 Board approved May 26, 2009
09-P0909395	\$15,021 00	Enrollment assessment fee for fiscal year 2009-2010	SAC-Human Services and Technonology	Board approved June 11, 1996
09-P0909396	\$37,437 25	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved January 22, 2008
09-P0909397	\$34,315 00	Instructional training for Fire Technology courses for Spring and Summer 2009	SAC-Fire Technology	Board approved December 10, 2007
09-P0909398	\$38,621 00	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved November 19, 2007
09-P0909399	\$50,023 75	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved May 27, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 7, 2009 THROUGH JULY 11, 2009
BOARD MEETING OF JULY 27, 2009**

P.O. #	Amount	Description	Department	Comment
09-P0909400	\$27,426 00	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved February 4, 2008
09-P0909401	\$41,165 00	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved January 22, 2008
09-P0909402	\$40,443.00	Use of facilities at various SAUSD sites for Spring 2009	CEC	Board approved November 20, 2006
09-P0909403	\$43,330 00	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved April 21, 2008
09-P0909404	\$21,695 00	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved April 4, 2008
09-P0909405	\$30,324 00	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved February 4, 2008
09-P0909406	\$34,383 75	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved May 12, 2008
09-P0909407	\$148,158 50	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved May 12, 2008
09-P0909409	\$111,074 75	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved March 10, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 7, 2009 THROUGH JULY 11, 2009
BOARD MEETING OF JULY 27, 2009**

P.O. #	Amount	Description	Department	Comment
09-P0909410	\$27,168 50	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved June 30, 2008
09-P0909411	\$25,794 25	Instructional training for Fire Technology courses for Spring 2009	SAC-Fire Technology	Board approved April 7, 2008
10-PC109011	\$101,200 00	Annual maintenance renewal for Oracle processors	ITS	Board approved June 22, 2009
10-PC109012	\$289,316 00	Annual maintenance and licenses renewal for Colleague (Core, Student, H/R and Financial modules), third party software and Ecommerce Official Payment software	ITS	Board approved June 22, 2009
10-PC109014	\$155,382 03	Annual renewal for various software support and licenses	ITS	Board approved June 22, 2009
10-PC109016	\$213,264.00	Annual license, software upgrades and support renewal for Blackboard ASP distance learning package	ITS	Board approved June 22, 2009
10-PC109017	\$160,619 81	Annual renewal for hardware/software maintenance and support services for HP servers and related products	ITS	Board approved June 22, 2009
10-PC109018	\$54,186 00	Annual license renewal for various District software applications	ITS	Board approved June 22, 2009

**PURCHASE OF SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 7, 2009 THROUGH JULY 11, 2009
BOARD MEETING OF JULY 27, 2009**

P.O. #	Amount	Description	Department	Comment
10-PC109020	\$449,914 87	Software support and license fee for Bull computer system HH0114	ITS	Board approved June 22, 2009
10-PC109021	\$60,000 00	Annual software support for SWS Dynamic Web Suite for Santa Ana College, Santiago Canyon College and District intranet & websites	ITS	Board approved June 22, 2009
10-PC109022	\$72,000 00	Annual renewal for Remote Service Provision (RSP) for District websites	ITS	Board approved June 22, 2009
10-PC109027	\$149,638 60	Annual renewal for hardware/software maintenance and support services for Bull computer system, HH0114 and two (2) printers PRU12308	ITS	Board approved June 22, 2009
10-PC109028	\$20,050 00	Annual maintenance renewal for Powerware UPS for District Office, Orange Education Center, Santiago Canyon College and Digital Media Center	ITS	Board approved June 22, 2009
10-PC109032	\$64,155 00	Use of facility located at 1510 N Parton St , Santa Ana, CA 92706 for Child Development Center	DO-Child Development Services	Board approved January 12, 2009
10-PC109041	\$31,837 43	Continuation of an existing 5-year lease of Xerox copier model 4110	SAC-Quick Copy	Leased from California Multiple Award Schedule CMAS Contract #3-01-36-0030A Board approved July 31, 2006

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM JUNE 7, 2009 THROUGH JULY 11, 2009
BOARD MEETING OF JULY 27, 2009**

P.O. #	Amount	Description	Department	Comment
10-PC109049	\$69,600 00	Continuation of landscape maintenance service for two (2) soccer fields at Santiago Canyon College	SCC-Administrative Services	Bid #1047 Board approved June 25, 2007
10-PC109051	\$25,475 85	Annual renewal for Plato software support for (226) licenses for Santa Ana College and Santiago Canyon College	ITS	Board approved June 22, 2009
10-PC109052	\$84,407 93	Annual renewal for Cisco Smartnet maintenance service	ITS	Board approved June 22, 2009
10-PC109053	\$31,935 00	Annual renewal for various electronic information resources	SCC-Library	Board approved June 22, 2009
10-PC109054	\$17,644 39	Annual maintenance plan for voyager online library system	SAC-Library	Board approved June 22, 2009
10-PC109055	\$25,476 00	Continuation of an existing lease for Santora building located at 207 N Broadway, Suite Q, Santa Ana, CA 92706	SAC-Human Services and Techonology	Board approved June 30, 2008
10-PC109059	\$61,464 24	Continuation of janitorial services for the District Office	DO-District Construction and Support Services	Bid #1079 Board approved May 27, 2008
10-PC109069	\$25,000 00	Annual renewal for recycling and disposal of hazardous materials for Santa Ana College	DO-Environmental Safety & Emergency Services	Board approved June 22, 2009

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: July 27, 2009
Re: Approval of Budgets for Categorical Programs	
Action: Request for Approval	

ANALYSIS

Budgets for the following categorical programs for FY 09/10 have been developed:

<u>Project Title</u>	<u>Award Date</u>	
<i>2009/2010</i>		
1. Allied Health Program Expansion – Pharmacy Technology Program (SAC) Grant award of economic stimulus funds through the California Community College Chancellor's Office to expand program capacity to increase the number of students who complete the pharmacy technology program and pass state licensing exams. (09/10)	6/9/09	\$400,000
2. California Mathematics Diagnostic Testing Project (MDTP) (SAC) Santa Ana College is a partner in the University of California San Diego's California Mathematics Diagnostic Testing Project (MDTP). SAC is responsible for helping other partner colleges make effective use of MDTP materials. (09/10)	7/1/09	\$25,036
3. Enrollment Growth for Nursing ADN Programs – Year 2 (SAC) Second year of a two-year grant award from the California Community College Chancellor's Office to increase the Nursing Program's enrollment capacity, retention and program completion rates, and the number of students who pass the state licensing exam. (09/10)	7/1/09	\$186,800
4. Taller San Jose – Medical Careers Academy (SAC) Grant funds from Taller San Jose for SAC medical assistant program faculty to participate in the OC Allied Health Professional Collaborative, assist with curriculum development, and host campus tours to increase the number of underrepresented allied health care professionals in Santa Ana and Central Orange County. (09/10)	7/1/09	\$4,000

Fiscal Impact: \$ 1,041,553	Board Date: July 27, 2009
Item Prepared by: Sarah Santoyo, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Interim Assistant Vice Chancellor, Educational Services	
Item Recommended by: Edward Hernandez, Jr., Chancellor	

5. WIA Center for Nursing – Year 5 (SAC)

Fifth year of a five-year grant from the federal Workforce Investment Act through the California Community College Chancellor's Office to increase the number of nurses working in California by expanding enrollment capacity of the Associate Degree Nursing program, providing support services to help students persist and succeed, and promoting faculty recruitment and retention. (09/10)

7/1/09

\$425,717

RECOMMENDATION

It is recommended that the board of trustees approve budgets, accept grants, and authorize the Chancellor, or his designee, to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$ 1,041,553

Board Date: July 27, 2009

Item Prepared by: Sarah Santoyo, Interim Resource Development Coordinator

Item Submitted by: Enrique Perez, Interim Assistant Vice Chancellor, Educational Services

Item Recommended by: Edward Hernandez, Jr., Chancellor

SPECIAL PROJECT DETAILED BUDGET # 1010
NAME: Allied Health Program Expansion (ARRA funds) - Pharmacy Technology (SAC)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/14/09 - 6/30/2011
 CONTRACT INCOME: \$400,000
 CFDA #: xxxxx

PROJ. ADM. Bart Hoffman
 PROJ. DIR. K. C. Huynh
 Date: 6/29/09

Datatel String	Description	Debit	Credit
12-1010-000000-20000-8199	Other Federal Revenues		363,636
12-1010-000000-50000-8199	Other Federal Revenues		36,364
TOP Code - 122100 - Pharmacy Technology			
12-1010-122100-15719-1110	Contract Instructor	166,189	
12-1010-122100-15719-1483	Beyond Contract - Reassigned Time	22,745	
12-1010-122100-15719-1484	Int/Sum Beyond Contract Reassigned Time	0	
12-1010-122100-15719-2320	Classified - Hourly (skills lab coord & intern clerk)	55,099	
12-1010-122100-15719-2420	Instructional Assistant - Hourly	12,199	
12-1010-122100-15719-3111	STRS - Instructional	13,711	
12-1010-122100-15719-3115	STRS - Non-Instructional	1,876	
12-1010-122100-15719-3211	PERS - Instructional	0	
12-1010-122100-15719-3215	PERS - Non-Instructional	0	
12-1010-122100-15719-3311	OASDHI - Instructional	0	
12-1010-122100-15719-3315	OASDHI - Non-Instructional	0	
12-1010-122100-15719-3321	Medicare - Instructional	2,587	
12-1010-122100-15719-3325	Medicare - Non-Instructional	1,129	
12-1010-122100-15719-3331	PARS - Instructional	159	
12-1010-122100-15719-3335	PARS - Non-Instructional	716	
12-1010-122100-15719-3411	Health & Welfare - Instructional	38,393	
12-1010-122100-15719-3431	H & W Ret Fnd - Instructional	1,784	
12-1010-122100-15719-3435	H & W Ret Fnd - Non-Instructional	778	
12-1010-122100-15719-3511	SUI - Instructional	535	
12-1010-122100-15719-3515	SUI - Non-Instructional	234	
12-1010-122100-15719-3611	WCI - Instructional	3,925	
12-1010-122100-15719-3615	WCI - Non-Instructional	1,713	
12-1010-122100-15719-3911	Other Fringe Benefits - Instructional	2,500	
12-1010-122100-15719-4210	Books, Mags and Ref Materials	2,000	
12-1010-122100-15719-4310	Supplies - Instructional	500	
12-1010-122100-15719-4610	Supplies - Non-Instructional	563	
12-1010-122100-15719-6411	Equipment - Federal Programs > \$200	1,200	
TOP code - 602000 - Curriculum Development			
12-1010-602000-15719-1480	Part Time Reassigned Time	21,557	
12-1010-602000-15719-1483	Beyond Contract Reassigned Time	0	
12-1010-602000-15719-1484	Int/Sum Beyond Contract Reassigned Time	0	
12-1010-602000-15719-1485	Int/Sum Part Time Reassigned Time	0	
12-1010-602000-15719-3115	STRS - Non-Instructional	1,778	
12-1010-602000-15719-3325	Medicare - Non-Instructional	313	
12-1010-602000-15719-3435	H & W Ret Fnd - Non-Instructional	216	
12-1010-602000-15719-3515	SUI - Non-Instructional	65	
12-1010-602000-15719-3615	WCI - Non-Instructional	474	
TOP code - 675000 - Staff Development			
12-1010-675000-15719-5210	Conferences	8,700	
TOP code - 672000 - Fiscal Operations			
12-1010-672000-50000-5865	Indirect (10%)	36,364	
	TOTAL	400,000	400,000

President's Approval:
 Prepared by: S. Santoyo

Board Approval Date: July 27, 2009
 Accountant:

SPECIAL PROJECT DETAILED BUDGET # 1010
NAME: Allied Health Program Expansion (ARRA funds) - Pharmacy Technology (SAC)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/14/09 - 6/30/2011
 CONTRACT INCOME. \$400,000
 CFDA # xxxxx

PROJ. ADM. Bart Hoffman
 PROJ. DIR. K. C. Huynh
 Date: 6/29/09

Datatel String	Description	Debit	Credit
	MATCH		
11-0000-679000-10000-5999	Match		60,000
TOP Code - 122100 - Pharmacy Technology			
11-1010-122100-15719-1280	Contract Instructor (K. C. Huynh 25%)	44,877	
11-1010-122100-15719-3115	STRS - Non-Instructional	3,702	
11-1010-122100-15719-3325	Medicare - Non-Instructional	651	
11-1010-122100-15719-3415	Health & Welfare - Non-Instructional	8,574	
11-1010-122100-15719-3435	H & W Ret Fnd - Non-Instructional	449	
11-1010-122100-15719-3515	SUI - Non-Instructional	135	
11-1010-122100-15719-3615	WCI - Non-Instructional	987	
11-1010-122100-15719-3915	Other Benefits - Non-Instructional	625	
PARTNER MATCH			
	Match from partner pharmacies, calculated as follows: 17 students x 80 hours x \$50/hr for pharmacists' time x 5 semesters	340,000	
	TOTAL	400,000	

President's Approval:
 Prepared by: S. Santoyo

Board Approval Date: July 27, 2009
 Accountant:
 6.1 (4)

SPECIAL PROJECT DETAILED BUDGET # 2040
NAME: California Mathematics Diagnostic Testing Project (MDTP)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10
 CONTRACT INCOME. \$25,036
 CFDA # NA

PROJ. ADM. Carol Comeau
 PROJ. DIR. Carol Comeau

Date: 7/16/09

Datatel String	Description	Debit	Credit
12-2040-000000-10000-8659	Other Reimb Categorical Allow		25,036
12-2040-170100-16201-1250	Contract Coordinator		
	Contract - Reassigned Time IFAS: 0101535010-1280 (J25) - 20% release time for Mary Ann Anthony	21,168	
12-2040-170100-16201-1280	Beyond Contract - Reassigned Time IFAS: 0101535010-1480 (ZB1)	-	
12-2040-170100-16201-1483	STRS - Non-Instructional	1,767	
12-2040-170100-16201-3115	Medicare - Non-Instructional	-	
12-2040-170100-16201-3325	H & W - Non-Instructional	1,102	
12-2040-170100-16201-3415	H & W - Retiree Fund Non-Inst	214	
12-2040-170100-16201-3435	SUI - Non-Instructional	64	
12-2040-170100-16201-3515	WCI - Non-Instructional	471	
12-2040-170100-16201-3615	Other Benefits - Non-Instruct	250	
12-2040-170100-16201-3915			
	Total - MDTP	25,036	25,036

President's Approval:
 Prepared by: Huong Nguyen
 Original Budget

Board Approved: 7/27/09
 Accountant: Melissa Tran
 6.1 (5)

SPECIAL PROJECT DETAILED BUDGET # 2284
NAME: Enrollment Growth for Nursing ADN Programs - Year 2
FISCAL YEAR: 2009-2010

CONTRACT PERIOD 7/1/09 - 6/30/09
 CONTRACT INCOME \$186,800

PROJ ADM Rebecca Miller
 PROJ DIR
 DATE 6/18/09

Datatel String	Description	Debit	Credit
12-2284-000000-10000-8659	Other Reimbursable Programs		179,615
12-2284-000000-50000-8659	Other Reimbursable Programs		7,185
12-2284-123010-16640-1110	FT Instructors	39,042	
12-2284-123010-16640-1310	PT Instructors	45,465	
12-2284-123010-16640-1313	Beyond Contract Instructors	1,057	
12-2284-123010-16640-1314	Int/Sum Beyond Contract Instructors	0	
12-2284-123010-16640-1480	PT Reassigned Time	6,079	
12-2284-123010-16640-1483	Beyond Contract Reassigned Time (support group)	0	
12-2284-123010-16640-2320	Classified - Hourly (GOC)		
12-2284-123010-16640-2440	Instructional Associates	44,992	
12-2284-123010-16640-2350	Classified - Overtime	1,275	
12-2284-123010-16640-3111	STRS - Instructional	7,059	
12-2284-123010-16640-3115	STRS - Non-instructional	502	
12-2284-123010-16640-3321	Medicare - Instructional	1,893	
12-2284-123010-16640-3325	Medicare - Non-instructional	107	
12-2284-123010-16640-3331	PARS - Instructional	585	
12-2284-123010-16640-3335	PARS -Non-Instructional	0	
12-2284-123010-16640-3411	Health & Welfare - Instructional	2,722	
12-2284-123010-16640-3431	H & W Ret Fnd - Instructional	3,917	
12-2284-123010-16640-3435	H & W Ret Fnd - Non-instructional	221	
12-2284-123010-16640-3511	SUI - Instructional	392	
12-2284-123010-16640-3515	SUI - Non-instructional	22	
12-2284-123010-16640-3611	WCI - Instructional	2,872	
12-2284-123010-16640-3615	WCI - Non-instructional	162	
12-2284-123010-16640-3911	Other Fringe Benefits - Instructional	1,283	
12-2284-123010-16640-4310	Instructional Supplies (supplies, ATI test, remediation materials)	1,347	
12-2284-123010-16640-5100	Contracted Services	1,875	
12-2284-123010-16640-5605	Contracted Repair Services(remodel R-207)		
12-2284-123010-16640-6415	Equipment Technology \$1,000>	1,700	

(6) 1 (6)

President's Approval
 Prepared by Sarah Santoyo

Board Approved 7/20/09
 Accountant Josefina Penning

SPECIAL PROJECT DETAILED BUDGET # 2284
NAME: Enrollment Growth for Nursing ADN Programs - Year 2
FISCAL YEAR: 2009-2010

CONTRACT PERIOD 7/1/09 - 6/30/09
 CONTRACT INCOME \$186,800

PROJ ADM. Rebecca Miller
 PROJ DIR
 DATE 6/18/09

Datatel String	Description	Debit	Credit
12-2284-123010-16640-6419	Equipment		
12-2284-123010-16640-7610	Books Paid for Students	3,379	
12-2284-123010-16640-7670	Other Expenses Paid for Students		
12-2284-631000-15310-1230	Contract Counselor (Mary Castellanos 10%)	10,021	
12-2284-631000-15310-3115	STRS - Non-instructional	827	
12-2284-631000-15310-3325	Medicare - Non-instructional	145	
12-2284-631000-15310-3415	Health & Welfare - Non-instructional		
12-2284-631000-15310-3435	H & W Ret Fnd - Non-instructional	301	
12-2284-631000-15310-3515	SUI - Non-instructional	30	
12-2284-631000-15310-3615	WCI - Non-instructional	220	
12-2284-631000-15310-3915	Other Benefits - Non-instructional	125	
12-2284-672000-10000-5865	Indirect Costs (4%)	7,185	
		186,800	186,800

6.1 (7)

President's Approval
 Prepared by Sarah Santoyo

Board Approved 7/20/09
 Accountant Josefina Penning

SPECIAL PROJECT DETAILED BUDGET # 3xxx
NAME: Taller San Jose - Allied Health Professional Collaborative
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10
 CONTRACT INCOME: \$4,000

PROJ. ADM. Carol Comeau
 PROJ. DIR. Rebecca Miller

Date: 7/16/09

Datatel String	Description	Debit	Credit
12-3xxx-000000-10000-8891	Other Local Revenue		4,000
TOP - 120800 - Medical Assisting			
12-3xxx-120800-16630-1483	Beyond Contr - Reassigned Time	750	
12-3xxx-120800-16630-1484	Int/Sum Beynd Contr-Reassigned	-	
12-3xxx-120800-16630-3115	STRS - Non-Instructional Math	62	
12-3xxx-120800-16630-3325	Medicare - Non-Instructional Math	11	
12-3xxx-120800-16630-3435	H & W Ret Fnd - Non-instructional: Math	8	
12-3xxx-120800-16630-3515	SUI - Non-Instructional Math	2	
12-3xxx-120800-16630-3615	WCI - Non-Instructional Math	17	
TOP - 602000 - Curriculum Development			
12-3xxx-602000-16630-1480	Part-Time Resassigned Time	-	
12-3xxx-602000-16630-1483	Beyond Contr - Reassigned Time	750	
12-3xxx-602000-16630-1484	Int/Sum Beynd Contr-Reassigned	-	
12-3xxx-602000-16630-1485	Int/Sum Part-Time Reassigned Time	-	
12-3xxx-602000-16630-3115	STRS - Non-Instructional Math	62	
12-3xxx-602000-16630-3325	Medicare - Non-Instructional Math	11	
12-3xxx-602000-16630-3435	H & W Ret Fnd - Non-instructional: Math	8	
12-3xxx-602000-16630-3515	SUI - Non-Instructional Math	2	
12-3xxx-602000-16630-3615	WCI - Non-Instructional Math	17	
TOP - 732000- Student Aid			
12-3xxx-732000-16630-7590	Student Scholarships	2,300	
	TOTAL	4,000	4,000

President's Approval:
 Prepared by: S. Santoyo

Board Approval Date: July 27, 2009
 Accountant:

SPECIAL PROJECT DETAILED BUDGET # 1900

NAME: WIA Center for Nursing Grant - Year 5

FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10

CONTRACT INCOME. \$425,717

CFDA # 17.258

PROJ. ADM. Rebecca Miller

PROJ. DIR. Gina Giroux

DATE. 6/18/09

Datatal String	Description	Debit	Credit
12-1900-000000-10000-8130	Workforce Investment Act(JTPA)		387,831
12-1900-000000-50000-8130	Workforce Investment Act(JTPA)		37,886
12_1900_123010_16640_1110	Contract Instructors	77,172	
12_1900_123010_16640_1280	Contract - Reassigned Time (Gina Giroux 50%)	28,408	
12_1900_123010_16640_2130	Classified - Contract: Elva Negrete, Dawn Williams	111,282	
12_1900_123010_16640_2320	Classified - Hourly	0	
12_1900_123010_16640_2440	Instructional Associate	15,642	
12_1900_123010_16640_3111	STRS - Instructional	6,367	
12_1900_123010_16640_3115	STRS - Non-Instructional	2,344	
12_1900_123010_16640_3215	PERS - Non-Instructional	10,492	
12_1900_123010_16640_3315	OASDHI - Non-Instructional	6,899	
12_1900_123010_16640_3321	Medicare - Instructional	1,346	
12_1900_123010_16640_3325	Medicare - Non-Instructional	2,026	
12_1900_123010_16640_3331	PARS - Instructional	203	
12_1900_123010_16640_3411	H & W - Instructional	13,147	
12_1900_123010_16640_3415	H & W - Non-Instructional	23,677	
12_1900_123010_16640_3431	H & W - Retiree Fund Inst	2,784	
12_1900_123010_16640_3435	H & W - Retiree Fund Non-Inst	1,816	
12_1900_123010_16640_3511	SUI - Instructional	278	
12_1900_123010_16640_3515	SUI - Non-Instructional	8,661	
12_1900_123010_16640_3611	WCI - Instructional	2,042	
12_1900_123010_16640_3615	WCI - Non-Instructional	3,073	
12_1900_123010_16640_3911	Other Benefits - Instructional	1,250	
12_1900_123010_16640_3915	Other Benefits - Non-Instruct	3,325	
12_1900_123010_16640_4210	Books, Mags & Ref Mat, Non-Lib		
12_1900_123010_16640_4310	Instructional Supplies	1,376	
12_1900_123010_16640_4320	Instructional Software	5,000	
12_1900_123010_16640_4610	Non-Instructional Supplies	4,500	
12_1900_123010_16640_5100	Contracted Services: Evaluator \$3,000; Sim Consultant \$2,000; \$11,938; Testing Consultant \$2,000	42,261	
12_1900_123010_16640_5611	Lease Agreement - Facility (SJH)		
12_1900_123010_16640_5940	Reproduction/Printing Expenses		
12_1900_675000_16640_5210	Conference Expenses	3,490	
12_1900_732000_16640_7610	Books Paid for Students (NCLEX review)	8,970	
12_1900_732000_16640_7620	Fees Paid for Students (NCLEX review)	0	
12_1900_672000_50000_5865	Indirect Costs (10%)	37,886	
		425,717	425,717

President's Approval:
Prepared by: Sarah Santoyo

Board Approved: July 20, 2009
Accountant: Josefina Penning

SPECIAL PROJECT DETAILED BUDGET # 1900

NAME: WIA Center for Nursing Grant - Year 5

FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10

CONTRACT INCOME: \$425,717

CFDA #: 17.258

PROJ. ADM. Rebecca Miller

PROJ. DIR. Gina Giroux

DATE: 6/18/09

Datatel String	Description	Debit	Credit
11_1900_123010_16640_1110	Contract Instructors	236,418	
11_1900_123010_16640_1250	Contract Coordinator (Teresa Simbro 100%)	105,532	
11_1900_123010_16640_1280	Contract - Reassigned Time (Gina Giroux)	85,225	
11_1900_123010_16640_1310	Part-Time Instructors	12,735	
11_1900_123010_16640_1313	Beyond Contract - Instructors NCLEX Review, Sp/Fall	23,940	
11_1900_123010_16640_1314	Int/Sum Beyond Contract - Instructors	0	
11_1900_123010_16640_3111	STRS - Instructional	22,530	
11_1900_123010_16640_3115	STRS - Non-Instructional	2,766	
11_1900_123010_16640_3321	Medicare - Instructional	3,960	
11_1900_123010_16640_3325	Medicare - Non-Instructional	2,766	
11_1900_123010_16640_3331	PARS - Instructional	0	
11_1900_123010_16640_3411	H & W - Instructional	47,042	
11_1900_123010_16640_3415	H & W - Non-Instructional	31,362	
11_1900_123010_16640_3431	H & W - Retiree Fund Inst	8,193	
11_1900_123010_16640_3435	H & W - Retiree Fund Non-Inst	5,723	
11_1900_123010_16640_3511	SUI - Instructional	819	
11_1900_123010_16640_3515	SUI - Non-Instructional	572	
11_1900_123010_16640_3611	WCI - Instructional	6,008	
11_1900_123010_16640_3615	WCI - Non-Instructional	4,197	
11_1900_123010_16640_3911	Other Benefits - Instructional	2,500	
11_1900_123010_16640_3915	Other Benefits - Non-Instruct	1,875	
11_1900_601000_16100_1210	Academic Management (Becky Miller)	18,048	
11_1900_601000_16100_3115	STRS - Non-Instructional	1,489	
11_1900_601000_16100_3325	Medicare - Non-Instructional	262	
11_1900_601000_16100_3415	H & W - Non-Instructional	2,550	
11_1900_601000_16100_3435	H & W - Retiree Fund Non-Inst	541	
11_1900_601000_16100_3515	SUI - Non-Instructional	54	
11_1900_601000_16100_3615	WCI - Non-Instructional	397	
11_1900_601000_16100_3915	Other Benefits - Non-Instruct	338	
	Indirect Costs: unclaimed indirect costs have been used as match to this project: 30% federally approved indirect costs rate calculated as follows: 20% calculated on grant-funded direct costs (less books and fees paid to students); and 30% calculated on total match costs.	264,125	
11-0000-679000-17100-5999	Match "Control" Account		891,967

President's Approval:
Prepared by: Sarah Santoyo

Board Approved: July 20, 2009
Accountant: Josefina Penning

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 27, 2009
Re: Adoption of Resolution 09-19 – California Department of Education (CCTR-9191)	
Action: Request for Action	

BACKGROUND

Rancho Santiago Community College District has received funding notification from the California Department of Education for the purpose of providing child care and development services for the period July 1, 2009 through June 30, 2010.

ANALYSIS

As part of the acceptance process, the California Department of Education requires that the Board of Trustees approve an authorized representative of the district to sign the grant contract and amendments.

RECOMMENDATION

It is recommended that the board approve the resolution agreement with the California Department of Education that authorizes the chancellor or his designees to sign the contract documents for the 2009/2010 fiscal year.

Fiscal Impact: none	Board Date: July 27, 2009
Prepared by: Cherie Ericson	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

**RESOLUTION
09-19**

This resolution must be adopted in order to certify the approval of the Board of Trustees to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.

RESOLUTION

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into local agreement number/s CCTR-9191 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Edward Hernandez, Jr., Ed.D.</u>	<u>Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 27th day of July, 2009, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Brian Conley, 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)

July 27, 2009
(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: July 27, 2009
Re: Adoption of Resolution 09-20- California Department of Education (CSPP-9368)	
Action: Request for Action	

BACKGROUND

Rancho Santiago Community College District has received funding notification from the California Department of Education for the purpose of providing child care and development services for the period July 1, 2009 through June 30, 2010.

ANALYSIS

As part of the acceptance process, the California Department of Education requires that the Board of Trustees approve an authorized representative of the district to sign the grant contract and amendments.

RECOMMENDATION

It is recommended that the board approve the resolution agreement with the California Department of Education that authorizes the chancellor or his designees to sign the contract documents for the 2009/2010 fiscal year.

Fiscal Impact: none	Board Date: July 27, 2009
Prepared by: Cherie Ericson	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

**RESOLUTION
09-20**

This resolution must be adopted in order to certify the approval of the Board of Trustees to enter into this transaction with the California Department of Education for the purpose of providing child care and development services **and to authorize the designated personnel to sign contract documents for Fiscal Year 2009/10.**

RESOLUTION

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into local agreement number/s CSPP-9368 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Edward Hernandez, Jr., Ed.D.</u>	<u>Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 27th day of July, 2009, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Brian Conley, 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)

July 27, 2009
(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES

To:	Board of Trustees	Date: July 27, 2009
Re:	Adoption of Board Policy 5201.5 (New) Student Athlete Code of Conduct	
Action:	Approval of New Board Policy	

BACKGROUND

Trustee Hanna drafted a new policy pertaining to a Student Athlete Code of Conduct and presented that policy to the Board Policy Committee on May 20, 2009. The policy was presented to the board for first reading on July 13, 2009.

ANALYSIS

The policy is now presented for a second reading and adoption.

RECOMMENDATION

It is recommended that the Board adopted Policy 5201.5.

Fiscal Impact: None	Board Date: July 27, 2009
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

Student Athlete Code of Conduct - BP5201.5

July 2009

Membership on athletic teams at Santa Ana and Santiago Canyon Colleges is considered a privilege, not a right. Student athletes are representatives of their colleges and the District and are among the most visible students on campus and in the community. As such, student athletes are expected to demonstrate good citizenship, sportsmanship, honesty, and integrity on the field or court, on campus, in the classroom, and the community.

Therefore, the Chancellor will ensure the creation of a Student Athlete Code of Conduct with appropriate disciplinary actions. Student athletes will acknowledge that compliance with the Student Athlete Code of Conduct is required for participation in athletics at Santa Ana and Santiago Canyon Colleges.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES

To	Board of Trustees	Date: July 27, 2009
Re:	Board Policy 9031 (New) Board Member Compensation	
Action:	Information	

BACKGROUND

Education Code Section 72024 sets forth provisions for the compensation of governing board members. The Board of Trustees has traditionally set the monthly compensation of board members by resolution. On August 23, 1999, the Board adopted Resolution 99-01 setting the monthly compensation at \$750. On May 26, 2009, the Board adopted Resolution 09-13, which reduced the monthly compensation by 10% for a period of two years.

ANALYSIS

Trustee Chapel has requested that the administration prepare a draft policy for consideration by the Board Policy Committee. Attached for the Board's consideration are copies of Resolutions 99-01 and 09-13, Education Code Section 72045, and trustee compensation policies for the Coast, North Orange County and South Orange County community college districts. Staff has prepared a draft policy for the Board's consideration using the model policy recommended by CCLC.

RECOMMENDATION

It is recommended that the Board of Trustees accept Board Policy 9031 for first reading and refer the draft policy to the Board Policy Committee for further review.

Fiscal Impact: None	Board Date: July 27, 2009
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. R. David Chapel, President, Board of Trustees	

Education Code

72024. (a) (1) In any community college district that is not located in a city and county, and in which the full-time equivalent students (FTES) for the prior college year exceeded 60,000, the governing board may prescribe, as compensation for the services of each member of the board who actually attends all meetings held by the board, a sum not to exceed one thousand five hundred dollars (\$1,500) in any month.

(2) In any community college district in which the FTES for the prior college year was 60,000 or less, but more than 25,000, each member of the governing board of the district who actually attends all meetings held by the board may receive as compensation for his or her services a sum not to exceed seven hundred fifty dollars (\$750) in any month.

(3) In any community college district in which the FTES for the prior college year was 25,000 or less, but more than 10,000, each member of the governing board of the district who actually attends all meetings held may receive as compensation for his or her services a sum not to exceed four hundred dollars (\$400) in any month.

(4) In any community college district in which the FTES for the prior college year was 10,000 or less, but more than 1,000, each member of the governing board of the district who actually attends all meetings held by the board may receive as compensation for his or her services a sum not to exceed two hundred forty dollars (\$240) in any month.

(5) In any community college district in which the FTES for the prior college year was 1,000 or less, but more than 150, each member of the governing board of the district who actually attends all meetings held by the board may receive as compensation for his or her services a sum not to exceed one hundred twenty dollars (\$120) in any month.

(b) Any member of a governing board who does not attend all meetings held by the board in any month may receive, as compensation for his or her services, an amount not greater than a pro rata share of the number of meetings actually attended based upon the maximum compensation authorized by this subdivision.

(c) The compensation of members of the governing board of a community college district newly organized or reorganized shall be governed by subdivision (a). For this purpose, the total FTES in all of the community colleges of the district in the college year in which the organization or reorganization became effective shall be deemed to be the FTES in the district for the prior college year.

(d) A member may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds 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. The compensation shall be a charge against the funds of the district.

(e) On an annual basis, the governing board may increase the compensation of individual board members beyond the limits delineated in this section, in an amount not to exceed 5 percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the governing board. The action may be rejected by a majority of the voters in that district voting in a referendum established for that purpose, as prescribed by Chapter 2 (commencing with Section 9100) of Division 9 of the Elections Code.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santa Ana, California

Board of Trustees

Resolution No. #99-01

Whereas, the California Education Code Section 72425 authorizes compensation for members of a school district governing board; and

Whereas, members of the Board of Trustees of the Rancho Santiago Community College District are currently compensated at the rate of \$400 per month, which is the allowable compensation for districts with an A.D.A. of more than 10,000 but less than 25,000 for the prior school year; and

Whereas, Education Code 72425 (2) stipulates that "In any community college district in which the *** average daily attendance for the prior school year was 60,000 or less, but more than 25,000, each member of the governing board of the district who actually attends all meetings held by the board, may receive as compensation *** for his or her services *** a sum not to exceed seven hundred fifty dollars (\$750) in any month."

Whereas, the A.D.A. of this District exceeded 25,000 A.D.A. for the prior year,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Rancho Santiago Community College District authorizes compensation for its members in the amount of \$750 per month effective July 1, 1999.

Dated: August 23, 1999

Ayes: 4 Trustees: Hanna, Labrado, Ortell, Ramos

Noes: 1 Trustee: Yarbrough

Absent: 2 Trustees: Conley, Woolery

Attest:

Edward Hernandez, Jr., Secretary
Board of Trustees

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

Adoption of Resolution for Reduction in Trustee Compensation

Resolution No. 09-13

WHEREAS, in light of California's dire budget shortfall, there will be significant budget reductions for the Rancho Santiago Community College District, and

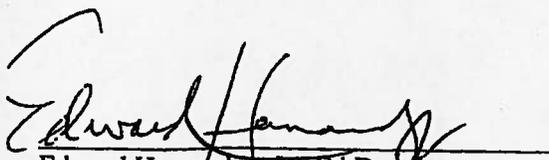
WHEREAS, these reductions will necessitate sacrifice among administrators, faculty, and classified employees, and

WHEREAS, the Board of Trustees feels it should lead by example,

THEREFORE, BE IT RESOLVED that Rancho Santiago Community College District Board of Trustees, in light of the current statewide budget crisis, will reduce its own monthly compensation by 10% for a period of two years.

Dated this 26th day of May 2009.

Ayes:	6 Trustees:	Chapel, Conley, Hanna, Labrado, McLoughlin, Woolery
Noes:	0 Trustees	
Absent:	1 Trustee:	Yarbrough
Abstain:	0 Trustees	


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

010-2-7
Approved 11/20/85
Revised 06/04/91
Revised 01/22/97
Revised 12/12/01
Revised 02/19/03

COMPENSATION FOR TRUSTEES

Compensation of Trustees shall be the amount permitted under Education Code 72425, with an increase of 5%, as approved on an annual basis by the Board of Trustees; except that such amount shall be reduced by a pro rata amount for each Board meeting not attended by a Trustee in a particular calendar month unless the Board, by Resolution, finds that the Trustee was, at the time of the meeting, performing services for the District, was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

Education Code 72425

North Orange County Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2725 Board Member Compensation

Reference:

Education Code Section 1090, 35120, 72024

- 1.0 In accordance with provisions of the Education Code stipulating compensation based on average daily attendance between 25,000 and 60,000, members of the Board who attend all board meetings in a given month shall receive \$787.50 per month and the student member, \$393.75 per month. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.
- 2.0 A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting, the member is performing services outside the meeting for the District, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.
- 3.0 The Board may, on an annual basis, increase the compensation of board members by up to five percent. However, any increase is subject to rejection in a referendum by a majority of the voters in the District.

Date of Adoption: June 24, 2003

Date of Last Revision: June 26, 2007

June 13, 2006

July 22, 2003

1

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

BOARD MEMBER COMPENSATION

Members of the Board who attend all board meetings shall receive \$400 per month and the student member \$200 per month. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended. A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board. The Board may, on an annual basis, increase the compensation of board members by five percent. However, any increase is subject to rejection in a referendum by a majority of the voters in the district.

Reference: Education Code Section 1090, 35120, 72024

Board Member Compensation - BP9031

July 2009

Members of the Board, including the student trustee, who attend all board meetings shall receive \$675 per month. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.

The Board may, on an annual basis, increase the compensation of board members by five percent. However, any increase is subject to rejection in a referendum by a majority of the voters in the district.

Legal References:

Education Code Section 1090, 35120, 72024

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Human Resources and Educational Services

To: Board of Trustees	Date: July 27, 2009
Re: Adoption of Goal #9 for Board of Trustees' Annual Goals	
Action: Adoption of Additional Goal for 2009-10	

BACKGROUND

The Board of Trustees conducted its Annual Planning Retreat on July 13, 2009 and reviewed its Vision and Goals for the 2009-10 fiscal year. During the meeting, the Board considered adding one additional goal to the existing eight goals.

ANALYSIS

The proposed ninth goal is as follows:

"Maximize college and community use of athletic fields when fiscally neutral."

RECOMMENDATION

It is recommended that the Board adopt Goal #9 as presented above.

Fiscal Impact: None	Board Date: July 27, 2009
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. R. David Chapel, President, Board of Trustees	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To:	Board of Trustees	Date: July 27, 2009
Re:	RSCCD Board of Trustees Evaluation Survey Results	
Action:	Receive and Review	

BACKGROUND

In accordance with Board Policy 9022, the Board of Trustees approved an evaluation survey and self-evaluation process on June 22, 2009. That process called for the Board to hold a meeting on July 13, 2009 to review its Vision and Goals and to review results of the survey instrument at the July 27, 2009 meeting.

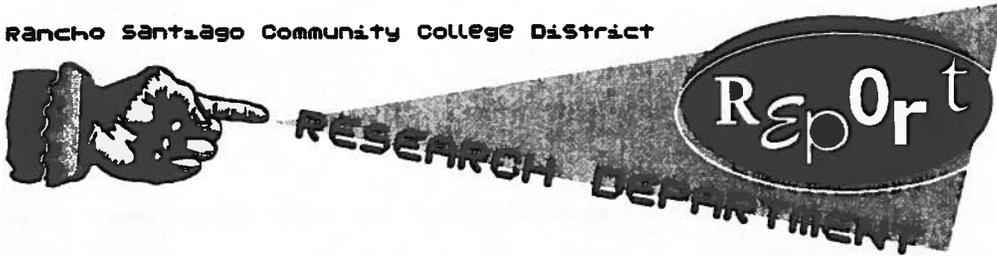
ANALYSIS

The evaluation survey approved on June 22 was distributed electronically to the fifty-four individuals identified in Board Policy 9022. Fourteen responses were received. The survey results are presented for the Board's review and consideration as part of its self-evaluation process.

RECOMMENDATION

It is recommended that the Board of Trustees receive and review the evaluation survey results.

Fiscal Impact: None	Board Date: July 27, 2009
Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Recommended by: Dr. Edward Hernandez, Jr., Chancellor	



Rancho Santiago Community College District (RSCCD) Board of Trustees Self-Evaluation 2009 Online Questionnaire Responses, July 2009

Background

The RSCCD Board of Trustees recognizes that it can better perform its policy-making and broad oversight roles if it annually reviews the District's goals in addition to its own internal board operation and performance goals. In June 2009 a questionnaire was developed and administered to a variety of community members, including members of community organizations, federal, state, county, and local elected officials who represent our service area, and local school district managers and superintendents. Information collected through this survey instrument will be used by the Board in conjunction with various other planning activities to assess the degree to which goals have been met and to continue to refine its planning processes and policies.

Fifty-four individuals were asked to participate in the survey online; 14 surveys were submitted (a 26% response rate). Those data are included in this report. However, due to the small number of completed surveys returned, it is recommended that the questionnaire be administered again, seeking a wider range of participation.

Summary of Findings

The Board was most highly rated (100% of respondents "agree" or "strongly agree") for

- its knowledge about the mission and purpose of the institution,
- conducting its meetings in compliance with state laws, including the Brown Act, and
- its understanding of collective bargaining and its role in the process.

The Board was rated lowest on the following statements (55% to 58% of respondents "agree" or "strongly agree"):

- its understanding that it has no legal authority beyond board meetings,
- its focus on policy in board discussions, not administrative matters,
- regularly seeking the opinion of the student trustee, and
- following procedures for annual evaluations of the chancellor.

Detail of Findings

RSCCD 2009 Board of Trustees Evaluation Survey						
	Distribution of Valid Responses				Ave. Rating (excluding n/a)	Not applicable or don't know
	Strongly Agree	Agree	Disagree	Strongly Disagree		
	1	2	3	4		
Board Organization and Operation						
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently	22%	67%	11%	0%	1.89	31%
Board members respect each others' opinions.	22%	56%	22%	0%	2.00	31%
The board conducts its meetings in compliance with state laws, including The Brown Act.	60%	40%	0%	0%	1.40	23%
Board members understand that they have no legal authority beyond board meetings.	22%	33%	33%	11%	2.33	31%
Board members regularly seek the opinion of the student trustee.	14%	43%	29%	14%	2.43	46%
Policy Role						
Board meetings focus on policy issues that relate to board responsibilities.	44%	33%	22%	0%	1.78	18%
The board focuses on policy in board discussion, not administrative matters.	22%	33%	33%	11%	2.33	18%
The board is knowledgeable about the mission and purpose of the institution.	30%	70%	0%	0%	1.70	9%
The board clearly delegates the administration of the colleges to the chancellor.	30%	50%	20%	0%	1.90	8%
The board ensures compliance with federal and state laws and measures for emergency response.	67%	22%	11%	0%	1.44	18%
Strategic Planning						
The board understands the budget process.	20%	60%	20%	0%	2.00	0%
The board gives adequate attention to the mission, goals, and future planning of the district.	22%	67%	11%	0%	1.89	10%
The board regularly develops and reviews goals for continuous improvement.	25%	38%	25%	13%	2.25	20%
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	20%	40%	30%	10%	2.30	0%
The board understands the colleges' educational programs and services.	20%	40%	40%	0%	2.20	0%
The board is appropriately involved in defining the vision and goals of the district.	22%	44%	33%	0%	2.11	10%
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	22%	67%	0%	11%	2.00	10%
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	11%	78%	11%	0%	2.00	10%
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	20%	50%	30%	0%	2.10	0%

RSCCD 2009 Board of Trustees Evaluation Survey

	Distribution of Valid Responses				Ave. Rating (excluding n/a)	Not applicable or don't know
	Strongly Agree	Agree	Disagree	Strongly Disagree		
	1	2	3	4		
Board relations with the Chancellor, Presidents, Faculty, and Staff						
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	20%	50%	30%	0%	2.10	0%
The board keeps the chancellor informed of community contacts.	63%	25%	13%	0%	1.50	20%
The board follows a procedure for annual evaluations of the chancellor.	29%	29%	43%	0%	2.14	30%
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	25%	38%	25%	13%	2.25	20%
The board and chancellor have a positive, cooperative relationship.	22%	56%	11%	11%	2.11	10%
The board understands its role and that of the chancellor, presidents, faculty, and staff.	20%	50%	20%	10%	2.20	0%
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	22%	56%	11%	11%	2.11	10%
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	43%	29%	0%	29%	2.14	30%
The board follows communication procedures with staff.	33%	33%	22%	11%	2.11	0%
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	44%	33%	22%	0%	1.78	10%
Community Relations - Advocacy						
Board members are knowledgeable about community college and state-related issues.	33%	56%	11%	0%	1.78	0%
The board acts as an advocate for community colleges.	37%	50%	0%	13%	1.88	11%
Board members participate actively in community activities.	38%	25%	25%	13%	2.13	11%
Board agendas include legislative and state policy issues that will impact the district.	11%	67%	22%	0%	2.11	0%
Board members act on behalf of the entire community	11%	56%	0%	33%	2.56	0%
The board recognizes and celebrates positive accomplishments of the district and colleges.	44%	44%	0%	11%	1.78	0%
The board works to build a positive image of the district in the community	38%	50%	0%	13%	1.88	11%
Board members adhere to policies for dealing with college, community citizens, and the media.	13%	63%	25%	0%	2.13	11%
The community and district employees are aware of who the elected trustees are and their role in district governance.	0%	56%	22%	22%	2.67	0%
Board leadership, ethics, and standards of conduct						

RSCCD 2009 Board of Trustees Evaluation Survey						
	Distribution of Valid Responses				Ave. Rating (excluding n/a)	Not applicable or don't know
	Strongly Agree	Agree	Disagree	Strongly Disagree		
	1	2	3	4		
The board understands collective bargaining and its role in the process.	38%	63%	0%	0%	1.63	11%
The board practices appropriate collegial consultation (participatory governance).	13%	63%	25%	0%	2.13	11%
The board maintains confidentiality of privileged information.	17%	50%	33%	0%	2.17	33%
The board makes decisions in the best interest of students and the colleges.	25%	63%	13%	0%	1.88	11%
The board operates ethically without conflict of interest following established board policies.	17%	50%	0%	33%	2.50	33%
Board members participate in trustee development activities.	17%	67%	0%	17%	2.17	33%

Comments

What are the Board's greatest strengths?

- Overall interest in the way the district functions and realizing that each campus is different in many ways.
- Collegiality (2)
- The Board has taken a very great interest in the budget situation. They have taken the crisis very seriously. The Board also appears to be good advocate for the District in Sacramento and Washington D.C.

What are the major accomplishments of the Board in the past year?

- Facing the budget crisis and making the necessary adjustments with cuts, etc. to keep the district strong.
- Passing board policy in regards to trustee evaluation.
- Finally developing a self-evaluation instrument and process.

What are the areas in which the Board could improve?

- It takes a great deal of time, but continues to be out in the community. Being at events adds credibility to the role as a trustee and shows support for the outside community not just our college events which are also important. Do away with the District foundation. It conflicts with those of SAC and SCC. Let SAC and SCC maximize their foundations since they each have their own graduates. People support their individual college not a district. For someone to make a decision that SCC not have a foundation is irresponsible. Scholarship money and money raised down the pike to support larger projects on campus is vital for the futures of both SAC and SCC not at the district level.
- Reduce attempts at micro- management. (2)
- The Board could work to make its meetings more convenient for community. Having closed session in the middle of the meeting makes it difficult for the interested staff and community members to stay to the end of the meeting. Better to have closed session at the end of the meeting. The Board could also gather more input from faculty related to AB 1725 issues.

Board of Trustees Self-Evaluation - BP9022

EVALUATION OF TRUSTEES - BP9022

Revised 04-27-09

Effective and efficient governing board operations are an integral part of sound policy making and broad oversight that lead to successful educational programs and student learning outcomes. The board is committed to assessing its own performance as a board in order to identify its strengths and areas in which it may improve its functioning in carrying out its responsibilities to the citizens of the Rancho Santiago Community College District.

For its self-evaluation the board shall be evaluated as a whole and not as individuals. The evaluation will focus on the internal board operations and performance. Board members shall develop goals which will be used in the self-evaluation process. A self-evaluation instrument will be based on these goals and not goals set for the district. The self-evaluation process shall include the establishment of strategies for improving board performance. Policies and goals will be reviewed and updated for the following year's self-evaluation. The student trustee will participate in the self-evaluation process.

No later than the end of September of every year the Board Policy Committee shall recommend to the full board a self-evaluation instrument and process to be used in board self-evaluation, as well as any changes to the list of individuals who will receive a copy of the instrument. The board shall promptly review and act on these recommendations. Any self-evaluation instrument shall incorporate criteria contained in these board policies regarding board operations, criteria defining board effectiveness as defined by recognized practitioners in the field and any other criteria the board determines would enhance the goal of identifying the board's strengths and areas in which it might improve its functioning.

The board is committed to having an annual self-evaluation meeting no later than November, at a date selected at the board's annual organizational meeting. All trustees will attend this self-evaluation meeting which will be open to the public, and district students, employees, and residents will be encouraged to attend and provide input to the board at the meeting.

Board members will be given the self-evaluation instrument prior to the annual self-evaluation meeting but shall not complete the self-evaluation instrument until after the meeting. The completed and signed instrument shall be submitted to an office designated by the board president. The results will be tabulated and discussed at the next board meeting. The results will be widely communicated and maintained in the district office. The results will be used to identify accomplishments in the past year and goals for the following year that will be reviewed and updated annually.

Some district students, employees, and residents will, because of their position or regular attendance at board meetings, have some familiarity with internal board operations and performance so as to provide meaningful input to the board in their self-evaluation process. Therefore, prior to the board's self-evaluation meeting, the board shall make available the self-evaluation instrument to a list of individuals which will include but not be limited to the associated student government presidents, presidents of the academic senates, the college presidents, the chancellor, vice chancellors, representatives of the district's employee unions, and community members who serve on the district bond oversight committees or foundations. Any input from these individuals shall be given and reviewed at the self-evaluation meeting.

In addition, any student, community member, or employee shall be entitled to provide input to the board at the board's self-evaluation meeting.

**RSCCD Planning Timelines
for Board Self-Evaluation Process
2008-2009**

June 22 Board determines distribution of the survey instrument, date of distribution and return, and who calculates results.

Board approves survey instrument for board of trustees' self-evaluation.

July 13 Board reviews:

- Board missions
- Board vision and goals
- *12 Measures of Success*
- Student learning outcomes/core competencies
- Enrollment management
- Annual report to the board
- Other strategic initiatives

Board establishes goals for 2010

July 27 Board reviews results of survey instrument
Individuals that received the survey instrument, any student, community member, or employee to provide input to the board

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Office of the Vice Chancellor of Business Operations/Fiscal Services

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340 – Office
(714) 796-3935 – Fax

Date: July 27, 2009
To: Dr. Eddie Hernandez
From: Peter J. Hardash
Subject: Responses to Board of Trustees Questions

From Trustee Phil Yarbrough

5.7 - Why was this behind schedule - was it the fault of Universal Lab? This represents a 29% increase in the cost.

- Due to the numerous delays by the contractor (MEPCO) and their inability to meet the May, 2009 completion date, it is necessary to increase the contract of the DSA-mandated inspector of record (IOR) until the project has been completed.

5.8 - This is a 38% increase in cost. Why weren't these tests and inspections recognized in the beginning when we went out to bid? We need to contain costs and insure that our bid can cover the anticipated costs. If we have a problem anticipating costs, I need to know why.

- Construction materials such as concrete and steel, by law, must be laboratory tested and approved prior to installation. Materials testing costs vary by type of project and the phasing of installation of the materials by the contractor. Testing costs will vary dramatically due to these legal requirements. It is common to have large discrepancies in those types of construction costs. The testing laboratories estimate their costs based on the bid documents. Contractor's schedules typically are the driving factor for large discrepancies.

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Office of the Vice Chancellor of Business Operations/Fiscal Services

2323 N. Broadway
Santa Ana, CA 92706
(714) 480-7340 – Office
(714) 796-3935 – Fax

Date: July 27, 2009
To: Dr. Eddie Hernandez
From: Peter J. Hardash
Subject: Responses to Board of Trustees Questions

From Trustee John Hanna

5.23(2) 10919 (\$2100 for MCHS) and 10920 (Hyatt) -- Listed as Conference expenses, what conference and where.

- This purchase order is for Professional Development Institute Conference in Jersey City, New Jersey. Three staff members attended from Santa Ana College Middle College High School.

5.23(2) 10948 (\$11,653.66 for Atkinson Law Firm) Is this for legal services in the human resources area? If not, what is the general area.

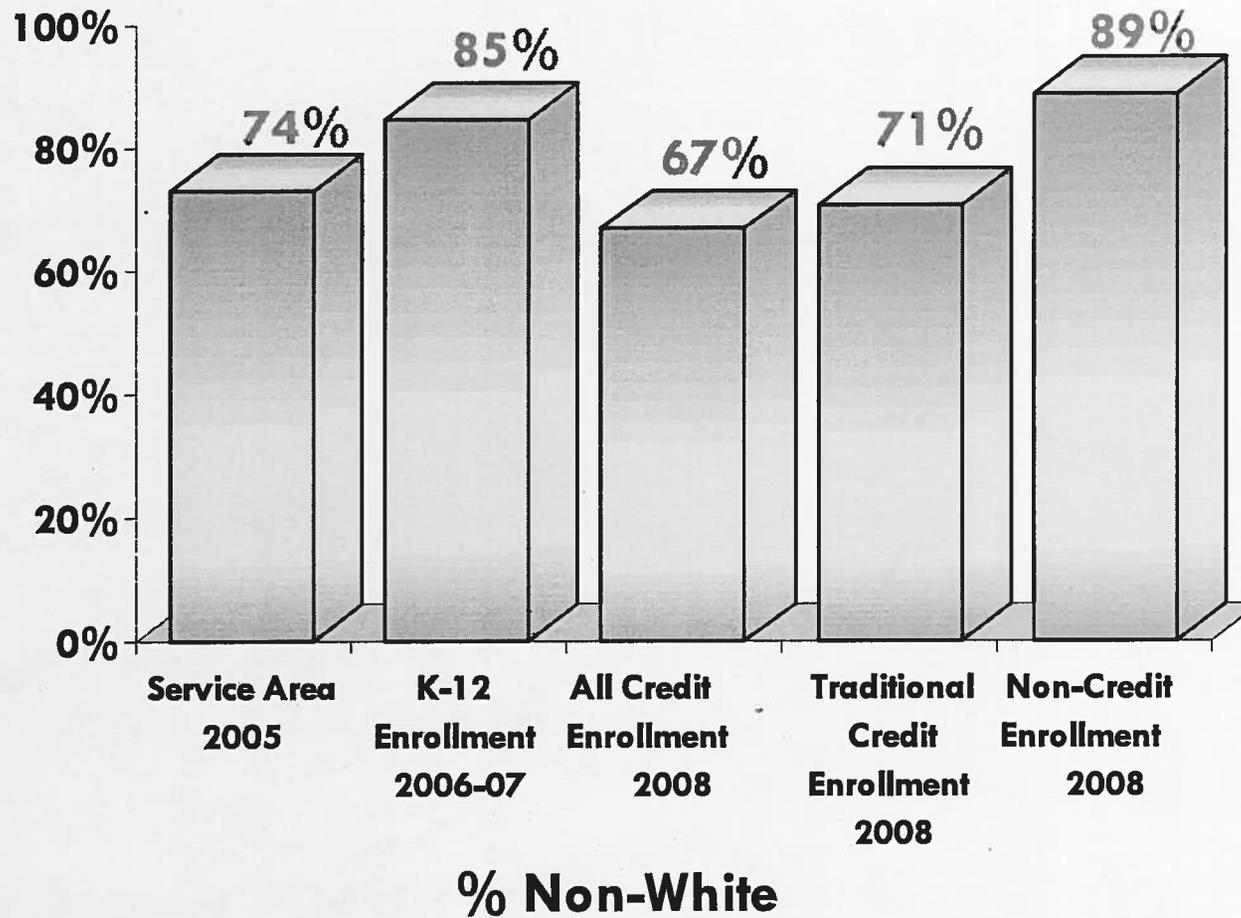
- Legal services for construction projects: legal challenges, bid protests and PLA labor issues and concerns.

5.23(4) 10985 (\$3,000 to SAUSD) for student transportation. Do we use SAUSD vehicles under some agreement for our students? If not what was this for?

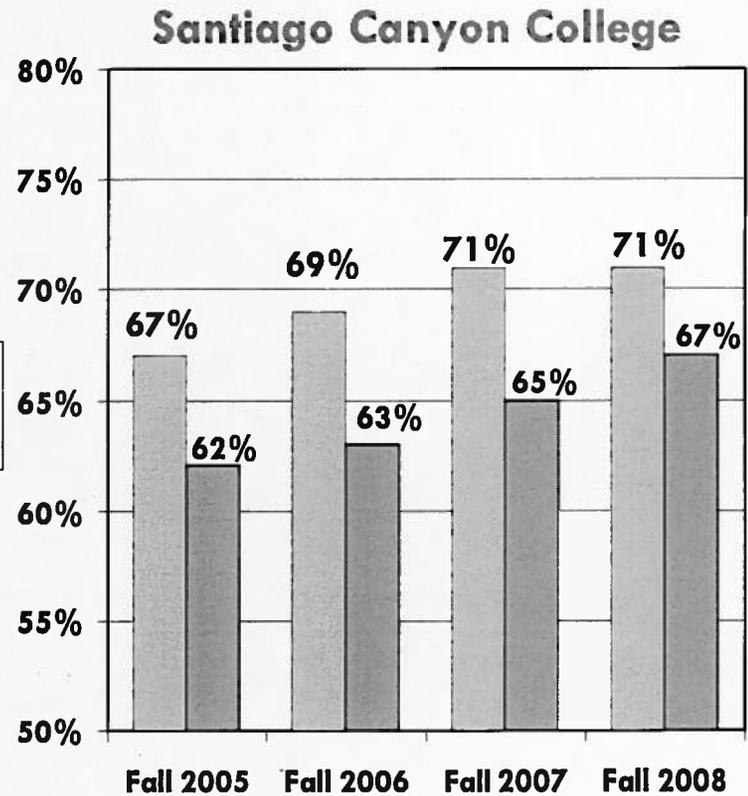
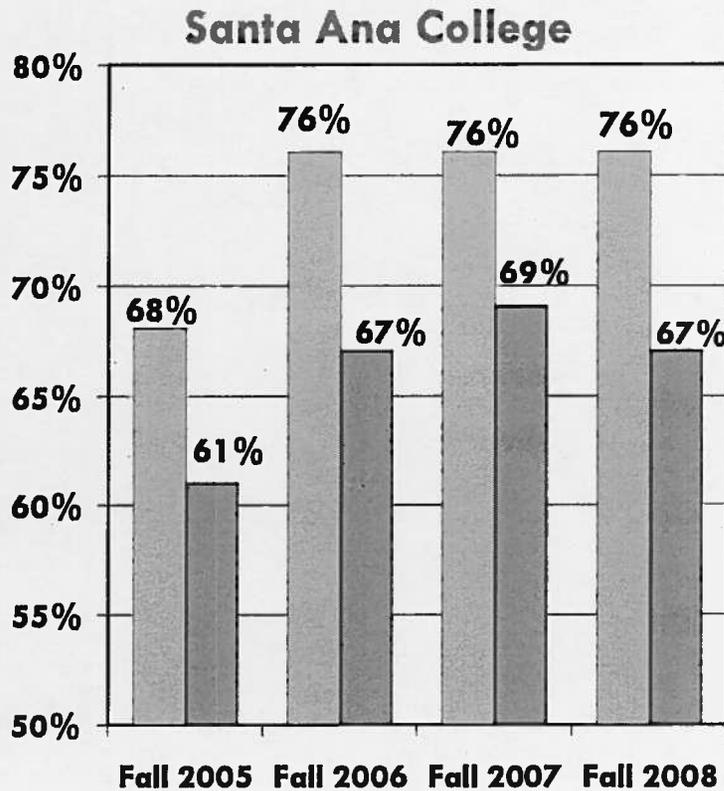
- No, these charges are for transporting Santa Ana Unified High School students to Santa Ana College to participate in Early Decision Registration for fall classes. Staff from Santa Ana College recruit, register and test students to participate in this program.

Measure 1: Access to Students

Enrollment and Service Area Population Ethnicity



Measure 2: Successful Course Completion



Measure 2: Successful course Completion and Retention Rates

Trustees wanted to know Santa Ana College and Santiago Canyon College course success and retention rates as they compared to the statewide community college system. Since the Chancellor's Office defines success and retention rates differently than RSCCD does, the calculation for SAC and SCC are detailed below:

Retention Rate

Fall Semester	SAC	SCC	Statewide
2008	82.9%	81.8%	83.3%
2007	81.7%	81.8%	82.4%
2006	84.1%	81.2%	83.2%
2005	83.7%	83.6%	82.9%

Numerator: Number of enrollments with grade of A,B,C,D,F,CR,NC, I*,P,NP

Denominator: Number of enrollments with grade of A,B,C,D,F,CR,NC, W,I*,P,NP,DR)

Success Rate

Fall Semester	SAC	SCC	Statewide
2008	71.0%	66.6%	66.3%
2007	69.4%	67.1%	65.6%
2006	60.8%	62.2%	66.1%
2005	62.1%	64.7%	65.9%

Numerator: Number of enrollments with grade of A,B,C,CR,P

Denominator: Number of enrollments with grade of A,B,C,D,F,CR,NC, W,I*,P ,NP,DR)

Manzano, Lynn

From: Vazquez, Juan
Sent: Wednesday, July 15, 2009 3:51 PM
To: Hernandez, Eddie
Cc: Lucarelli, Anita; Fuller, Libby; Didion, John; Hardash, Peter; Martinez, Erlinda; Weidner, Laurie
Subject: RE: Board request - Use of Facilities
Attachments: Facilities Use Fees Scan001.PDF; Facilities Usage SCC- 2008-09.doc; Facilities Usage OEC- 2008-09.doc; Facility Use APP & Rules Scan.pdf

Eddie,

Documents relevant to the Board's request include four attachments and one on-line document:

1. Scanned RSCCD Community Use of Facilities fees and staff rate charges revised in 2007.
2. Facilities Usage at SCC 2008-09, lists the groups that were charged fees and those allowed free-use on SCC's main campus.
3. Facilities Usage at OEC 2008-09, lists the groups that were allowed free-use at SCC's Orange Education Center campus.
4. Scanned Facility Use Application and Rules for RSCCD/Insurance procedures for SCC.
5. The in-house on-line room/event request form can be found at <http://www.sccollege.edu/rsccdasp/forms/FacilityReservation.aspx>

Steve Kawa, Vice President for Administrative Services, and Victoria Williams, Facility Coordinator, administer the facility services at SCC's main campus.

Jose Vargas, Vice President of Continuing Education, and Jim Kennedy, Dean at OEC, administer the facility use services at SCC's Orange education Center.

Additionally, we are re-checking the field use fees in light of reduced staffing/budgets, as well as possible supplementary costs for modifying any field needed for special (non-college) use.

If you have any more questions, please don't hesitate to ask.

Thanks.

Juan

From: Lucarelli, Anita
Sent: Tuesday, July 14, 2009 10:55 AM
To: Martinez, Erlinda; Vazquez, Juan
Cc: Hernandez, Eddie; Vega, Kennethia; Manzano, Lynn
Subject: Board request - Use of Facilities
Importance: High

The board has asked the chancellor for information regarding the use of facilities on campus. Eddie asks that you provide a listing of organizations/people and the amount charged for use of college facilities (including classrooms, meeting rooms, and athletic fields). Also, provide a copy of your use of facilities procedures and identify the management and individuals responsible for handling use of facilities at your campus.

Please respond as quickly as possible.

COMMUNITY USE OF FACILITIES

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

	Daily Non-Profit Rental User Fee	Daily Commercial Rental User Fee
1. College Gymnasium - G105 (add \$270.00 if canvas floor is required plus labor charges)	**\$500.00	**\$650.00
2. Small Gymnasium - W-107	**\$150.00	**\$300.00
3. Athletic Fields		
A. Baseball	**\$300.00	**\$500.00
B. Football	**\$300.00	**\$500.00
C. Track	**\$300.00	**\$500.00
D. Soccer/Softball	**\$200.00	**\$500.00
5. Pool (must have certificated lifeguards on duty, salary to be paid by user)	**\$100.00	**\$400.00
6. Tennis Courts (tournaments only)	\$3.00 Per Court, Per Hour	\$5.00 Per Court, Per Hour
7. Wrestling Room - W-111	**\$200.00	**\$400.00
8. A. Classrooms	\$8.00/1st Hour, \$4/Each Add't 1 Hour	\$20/1st Hour, \$5/Each Add't'l Hour
B. Lecture Halls (85+)	\$20/1st Hour, \$10 Each Add't'l Hour	\$40/1st Hour, \$10 Each Add't'l Hour
9. Amphitheater	\$75/1st Hour, \$20 Each Add't'l Hour	\$150/1st Hour, \$50 Each Add't'l Hour
10. Theater (plus stage technician costs)	\$200/1st Hour, \$25 Each Add't'l Hour	\$400/1st Hour, \$50 Each Add't'l Hour
11. Parking Lot	\$1.00 Per Space/ \$100 Minimum	\$3.00 Per Space/ \$300 Minimum
12. Johnson Ctr. Conference Rooms	\$100.00 to \$150.00	\$175.00 to \$250.00
13. Dining Room (Meetings/Seminars)	**\$180.00	**\$280.00

**** 4 Hours, Then 10% Each Additional Hour**

Pursuant to the Civic Center act, local community groups under specific conditions will be able to use college facilities free of charge. For other non-college sponsored groups and other organizations charging admission, the above rental charge will be assessed.

Note: Every community use request will be evaluated on an individual basis for additional costs such as Custodial, Maintenance, Safety Officer(s), Media & Stage Technician.

RSCCD

2007/2008

RATE CHARGES FOR FACILITY USE

	MONTHLY RATE	HOURLY RATE	OVERTIME RATE	TOTAL COST	RATES TO CHARGE
CUSTODIAN (4-6)	\$3,365.00	\$19.34	\$29.01		CUSTODIAN
PERS	9.306%		N/A		
S.S. & MED.	7.650%		2.22		
UNEMPLOYMENT	0.050%		0.01		
WORKERS COMP.	2.200%		0.64		
			2.87	\$31.88	\$32.00
DISTRICT SAFETY OFFICER (9-6)					
DISTRICT SAFETY OFFICER (9-6)	\$4,064.00	\$24.19	NONE		DISTRICT SAFETY
PERS	9.306%		2.25		
S.S. & MED.	7.650%		1.85		
UNEMPLOYMENT	0.050%		0.01		
WORKERS COMP.	2.200%		0.53		
			4.64	\$28.83	\$29.00
ELECTRONIC & COMPUTER TECH. (13-6)					
ELECTRONIC & COMPUTER TECH. (13-6)	\$4,911.00	\$29.23	\$43.85		ELECTRONIC & COMPUTER TECH. (13-6)
PERS	9.306%		N/A		
S.S. & MED.	7.650%		3.35		
UNEMPLOYMENT	0.050%		0.02		
WORKERS COMP.	2.200%		0.96		
			4.33	\$48.18	\$48.00
THEATRE FACILITY TECH (7-6)					
THEATRE FACILITY TECH (7-6)	\$3,747.00	\$22.30	\$33.45		THEATRE FACILITY TECH
PERS	9.306%		N/A		
S.S. & MED.	7.650%		2.58		
UNEMPLOYMENT	0.050%		0.02		
WORKERS COMP.	2.200%		0.74		
			3.32	\$36.77	\$37.00
ATHLETIC FIELD GROUNDS WORKER (9-6)					
ATHLETIC FIELD GROUNDS WORKER (9-6)	\$4,064.00	\$24.19	\$36.29		ATHLETIC FIELD GROUNDS WORKER
PERS	9.306%		N/A		
S.S. & MED.	7.650%		2.58		
UNEMPLOYMENT	0.050%		0.02		
WORKERS COMP.	2.200%		0.74		
			3.32	\$39.61	\$40.00

RSCCD

2007/2008

RATE CHARGES FOR FACILITY USE

	MONTHLY RATE	HOURLY RATE	OVERTIME RATE	TOTAL COST	RATES TO CHARGE
ATHLETIC/PE EQUIPMENT ASSISTANT (3-6)	\$3,261.00	\$19.41	\$29.12		ATHLETIC/PE EQUIPMENT ATTENDANT
PERS	9.306%		N/A		
S.S. & MED.	7.650%		2.56		
UNEMPLOYMENT	0.050%		0.02		
WORKERS COMP.	2.200%		0.74		
			3.32	\$32.44	\$32.00
SKILLED MAINTENANCE WORKER. (11-6)	\$4,433.00	\$26.39	\$39.59		SKILLED MAINTENANCE WORKER. (11-6)
PERS	0.000%		N/A		
S.S. & MED.	9.306%		3.11		
UNEMPLOYMENT	7.650%		2.56		
WORKERS COMP.	0.050%		0.02		
			5.69	\$45.28	\$45.00

**SANTIAGO CANYON COLLEGE
2008-2009 FACILITIES USAGE
FEES COLLECTED**

Organization	Amount Paid	Description of Usage
Calvary Chapel East Hills	\$ 13,184	Church services every Sunday morning – 4 rooms
Worldwide Church of God	\$7,392	Church services every Saturday afternoon – 1 room
Kids N Crime	\$4,451	Non-profit use of one or two rooms on several weekends
GX Global Association	\$3,290	For-profit company that conducts classes for middle school students from China over a four week period during the summer.
National Traffic Safety Institute	\$3,020	Traffic school on several weekends
Southern California Youth Philharmonic	\$1,328	Used 4-5 rooms during the fall of 2008 for tryouts and practices
Classitech, Inc.	\$500	For one time use of campus for commercial video
Foothill High School	\$232	For one time use of parking lot during High School Regional Cross Country at Irvine Reg. Park
Cleveland National Forest Volunteer Group	\$206	For one time use of classrooms
Bana Piano Recital	\$174	For one time use of the theatre room
AWA Collections	\$100	For one time use of parking lot for cars of wedding guests
Villa Park Rotary Club	\$72	For one time use of classroom for club workshop
Jessica Rapoza	\$45	For use of batting cage for instruction.
Fairhaven School – OUSD	\$32	For one time use of classroom for teacher workshop

Prepared 7-15-09

**SANTIAGO CANYON COLLEGE
2008-2009 FACILITIES USAGE
FEEES NOT CHARGED**

Organization	Description of Usage
City of Orange – Youth Soccer	Use of soccer fields Monday – Thursday evenings per agreement between RSCCD and the City of Orange. Use of fields permitted as compensation for the City paying for the installation of the lighting system on both soccer fields.
American Water Works Association	One day usage of the campus for the water science fair. This organization does contribute to the college.
Trig Star Event	One day usage of the campus that helps promote the college's surveying program
Ferragamo Football Camp	Use of classroom and practice soccer field Saturday mornings September – June. Mr. Ferragamo does participate in fundraising events.
Rubber Boot Race	Athletics sponsored one-day event to raise funds for the athletic program.

Prepared 7-13-09

**SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER
2008-2009 FACILITIES USAGE
FEEES NOT CHARGED**

Organization	Description of Usage
Native American Institute	Conference Room(s) – meetings
Community Action Partnership of OC	Conference Room(s) – meetings
Orange Senior Center	Conference Room(s) – meetings
Leadership Orange	Conference Room(s) – meetings
Mexican Consulate	Conference Room(s) - meetings
Los Angeles Trade Technical College	Conference Room(s) - meetings
Orange International Street Fair	Conference Room(s) - meetings
Orange Chamber Board	Conference Room(s) - meetings
Hispanic Business Consultants	Conference Room(s) - meetings
Community Foundation of Orange	Conference Room(s) - meetings
Schools First Federal Credit Union	Conference Room(s) - meetings
Leatherby Libraries, Chapman University	Conference Room(s) - meetings

Prepared 7-15-09

Rancho Santiago Community College District
APPLICATION/PERMIT FOR USE OF DISTRICT FACILITIES

Santa Ana College
 1530 W. 17th Street
 Santa Ana, CA 92706
 (714) 564-6227

SCC Orange Education Center
 1465 N. Batavia
 Orange, CA 92867
 (714) 628-5908

Santiago Canyon College
 8045 E. Chapman Avenue
 Orange, CA 92869
 (714) 628-4719

RSCCD District Office
 2323 N. Broadway
 Santa Ana, CA 92706
 (714) 480-7399

Date of Application _____

(Please Print Firmly or Type)

1. _____ represented officially by Print: _____
(Name of Organization, Group, Etc.) (Name of owner, producer, etc. MUST BE PRESENT FOR ENTIRE EVENT)

2. Address _____ City _____ Zip _____ Telephone # _____
 Fax #: _____ E-Mail Address: _____

**HEREBY APPLIES FOR USE OF THE FOLLOWING FACILITIES SUBJECT TO THE RULES AND REGULATIONS ON REVERSE SIDE AND
 HEREBY MADE PART OF CONDITIONS UNDER WHICH PERMISSION IS GRANTED.**

Room _____	Date/s _____	Beginning Time _____	Ending Time _____
Room _____	Date/s _____	Beginning Time _____	Ending Time _____
Room _____	Date/s _____	Beginning Time _____	Ending Time _____

THE DISTRICT RESERVES THE RIGHT TO CANCEL THIS PERMIT UPON 24 HOUR NOTICE AS IT DEEMS NECESSARY.

3. Type of Activity (banquet, meeting, forum, etc.): _____ Attendance _____

Admission Fees \$ _____ Tax Exempt ID No. _____

Net Proceeds will be used for (be specific): _____

4. Set-Up Required (auditorium, tables, etc.): _____

5. District Safety/Security Protection Required (at applicant's expense): Yes _____ No _____

6. Equipment Needed:

Chalkboard _____ Overhead Projector _____ Lectern _____ Screen _____ Microphone _____ TV/VCR _____
 Other _____

(Pursuant to Stats. 1959, C.2, 16564)

I do hereby certify that the information stated in the foregoing application is true; that I have read the rules and regulations on the reverse side of this application. I do further certify that the organization on whose behalf I am making application for use of school property does not, to the best of my knowledge, advocate the overthrow of the Government of the United States or the State of California by force, violence or other unlawful means, and that, to the best of my knowledge, it is not a communist-action organization or communist-front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Applicant does hereby covenant and agree that The District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind to any person or property arising directly or indirectly out of this agreement, including but not limited to user's use of the premises. Nor shall the District be liable for any loss, damage, liability, cost or expense to the property or persons (user's agents, employees, representatives, guests and invitees included) that may arise from use or occupancy of school property. Notwithstanding anything to the contrary contained herein, applicant agrees to defend, indemnify, and hold harmless the District, its officers, employees and agents from any and all damages of liabilities arising out of or in connection with the use or occupancy of school property.

SIGNATURE _____ TITLE _____ DATE _____

DO NOT WRITE BELOW THIS LINE

TERMS: 50% of fee payable with application, balance due seven working days prior to use.

PAYMENTS: Payable to Rancho Santiago Community College District. Failure to comply with the terms will be cause to deny permission.

Insurance Required \$ _____ R.L. \$ _____ P.D.

FRES:

Facility	\$ _____	(approximate)
Custodial	\$ _____	(approximate)
Safety Officer	\$ _____	(approximate)
Miscellaneous	\$ _____	
Deposit	\$ _____	BALANCE DUE \$ _____

District Representative _____ Department Representative _____

Permit for use: granted _____ denied _____ on _____ 20 _____

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

RULES & REGULATIONS FOR USE OF COLLEGE PROPERTIES

1. All individuals, groups or organizations in their use or occupancy of college property shall comply with all laws, rules and regulations. Any use contrary to or in violation of any law, rule or regulation shall be grounds for cancellation of the permit and removing the users from the property and shall bar such individual, group or organization from further use thereof.
2. When college facilities are used for a commercial function the organization must carry liability and property damage insurance. Rancho Santiago Community College District requires an applicant for use of college buildings and/or grounds to file with Rancho Santiago Community College District a certificate of insurance with appropriate limits to verify that the user group has liability & property damage insurance to cover its own negligence. Such certificates shall name Rancho Santiago Community College as the certificate holder, have an endorsement on the policy listing the District as additional insured and be in full force and effect no less than 48 consecutive hours prior to the date of the activity shown on the Application for Use, and shall remain in full force and effect for no more than 48 consecutive hours after the termination of the aforesaid activity.
3. No use or occupancy of any college property will be permitted if the Rancho Santiago Community College District Board of Trustees in the exercise of its discretion determines that such use or occupancy is prohibited by law, or that such use or occupancy will interfere with the use of the property for college purposes.
4. There shall be NO INTOXICANTS or NARCOTICS in or about college buildings and premises.
5. There shall be no smoking, food or beverages in classrooms at any time.
6. There shall always be an appointed representative on duty when college premises are being used by outside groups. Whenever the Rancho Santiago Community College District finds that rules and regulations have been violated, it may revoke a permit or permits - given to an organization and may refuse further permits-to-use College Facilities.
7. In locations where parking is allowed on college premises, vehicles must be parked in such a manner that Fire Fighting Equipment may have easy access to buildings and Fire Hydrants at all times. Citation: E.C. (Stats. 1959, c.2, 16560).
8. Permission to use college facilities will be granted in accordance with the schedule of charges adopted by the Rancho Santiago Community College District as they now exist or hereinafter amended.



SANTIAGO CANYON COLLEGE

8045 East Chapman Ave. • Orange, CA 92869-4512 • (714) 628-4900 • FAX (714) 628-4723 • www.sccollege.edu

ORANGE EDUCATION CENTER

1465 N. Batavia Street • Orange, CA 92867-3504 • (714) 628-5900 • FAX (714) 628-5909 • www.sccollege.edu

INSURANCE PROCEDURES FOR USE OF FACILITIES

This information has been prepared to assist you in complying with insurance requirements for the use of Rancho Santiago Community College District facilities at Santiago Canyon College.

1. A Certificate of Insurance must be provided evidencing \$1,000,000 each occurrence limits of General Liability and Property Damage coverage with an Endorsement (not to be included on a "Certificate"), naming Rancho Santiago Community College District as an additional insured for any claims arising from the applicant's activities and use of facilities.
2. Under "Description of Operations" on the Certificate of Insurance, the information must include the user, date(s) and name of event, as well as the facility location.

3. Under "Certificate Holder" it must read:

Rancho Santiago Community College District
8045 E. Chapman
Orange, CA 92869

4. The Certificate of Insurance must clearly indicate a typed "Date of Issuance".
5. The Certificate of Insurance must be an original (photocopies will not be accepted).
6. The Certificate of Insurance must be signed.
7. Under Cancellation, the Certificate of Insurance must read:

"Should any of the above desired policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder...."

8. The original Certificate of Insurance should be mailed to:

Santiago Canyon College
Attn: Victoria Williams, Administrative Services
8045 E. Chapman Ave.
Orange, CA 92869
714-628-4719 Fax: 714-532-2517

JUAN A. VÁZQUEZ, PRESIDENT

Rancho Santiago Community College District Board of Trustees
Alfredo M. Amezcua, J.D., R. David Chapel, Ed.D., Brian E. Conley, M.A., John R. Hanna, J.D.,
Lawrence R. Labrado, Lisa Woolery, Phillip E. Yarbrough, Edward Hernandez, Jr., Ed.D., Chancellor

Rancho Santiago Community College District

SANTA ANA COLLEGE

CIVIC CENTER USER
FACILITIES RESERVATIONS
CHECK-OFF LIST

Reserve room/s with the Facilities Department at least thirty (30) days prior to event. (Reservations are tentative until all paperwork has been submitted and approved.)

Submit the following to the Facilities Department:

- _____ Application/Permit for Use of Facilities
- _____ Original Certificate of Insurance
- _____ Additional Insured Endorsement
- _____ Tax Exempt I.D.# (Non-Profit Groups)
- _____ Deposit (50% of Total Fee)
- _____ Phillips Hall Application (If Applicable)
- _____ Copy of Flyer Publicizing Event (If Applicable)
- _____ Copy of Program/Itinerary

Reservations will automatically be canceled if proper paperwork and deposit are not received fifteen (15) working days prior to the date of use.

Balance of fees due seven (7) working days prior to first use.

Written approval is required by Santa Ana College for the sale of any item during use or occupancy of District property.

Contact the Food Services Director for catering arrangements.

Myo, 564-6438

(THE DISTRICT'S CONTRACTED FOOD SERVICE COMPANY MUST PROVIDE ALL FOOD AND/OR BEVERAGES AT ANY EVENT)

Confirmation/approval received.

.....
PLEASE COMPLETE & RETURN WITH APPLICATION

Are any public officials included in your program?

Yes() No() If yes, please list names:

Will there be any public officials in attendance?

Yes() No() If yes, please list names:

Can the program include a role for the RSCCD Board of Trustees?

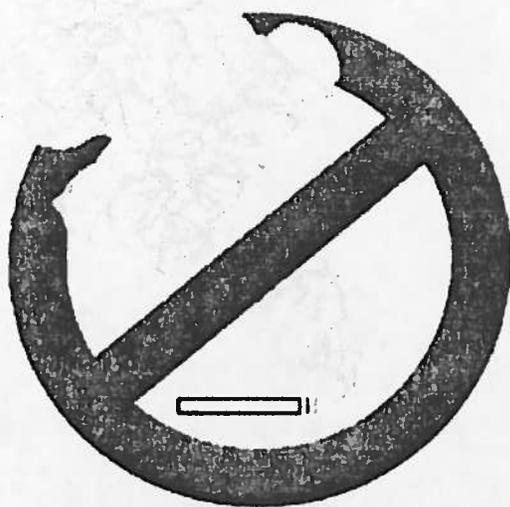
Yes() No() If yes, please contact the Board Secretary, Anita Lucarelli at (714) 480-7452

TOBACCO FREE CAMPUS DECLARATION

In keeping with the Vision Theme of The New American Community and an overall desire to create a safe and healthy environment for Santa Ana College students and the campus community the College Council declares the following:

Santa Ana College is a tobacco free institution and committed to providing its students and employees a safe and healthy environment. Effective spring semester no consumption of tobacco will be allowed on the campus property or in any college facility; this includes all buildings, college mall area and sidewalks within the campus. The college will display notice of the tobacco free environment at prominent campus locations and provide written notice in key college publications.

“Tobacco” is defined to include any lighted or unlighted cigarette, cigar, pipe, clove cigarette, or any other smoking product; and smokeless or spit tobacco, also known as dip, chew, or snuff, in any form.



tobacco-free
SAC

Rancho Santiago Community College District
APPLICATION/PERMIT FOR USE OF DISTRICT FACILITIES

1530 W. 17th Street
Santa Ana, CA 92706
(714) 564-6227

Date of Application _____

(Please Print Firmly or Type)

1. _____ represented officially by Print: _____
(Name of Organization, Group, Etc.) (Name of owner, producer, etc. MUST BE PRESENT FOR ENTIRE EVENT)

2. Address _____ City _____ Zip _____ Telephone# _____
Fax #: _____ E-Mail Address: _____

HEREBY APPLIES FOR USE OF THE FOLLOWING FACILITIES SUBJECT TO THE RULES AND REGULATIONS ON REVERSE SIDE AND HEREBY MADE PART OF CONDITIONS UNDER WHICH PERMISSION IS GRANTED

Room _____	Date/s _____	Beginning Time _____	Ending Time _____
Room _____	Date/s _____	Beginning Time _____	Ending Time _____
Room _____	Date/s _____	Beginning Time _____	Ending Time _____

THE DISTRICT RESERVES THE RIGHT TO CANCEL THIS PERMIT UPON 24 HOUR NOTICE AS IT DEEMS NECESSARY.

3. Type of Activity (banquet, meeting, forum, etc.) _____ Attendance _____

Admission Fees \$ _____ Tax Exempt ID No. _____

Net Proceeds will be used for (be specific): _____

4. Set-Up Required (auditorium, tables, etc.): _____

5. District Safety/Security Protection Required (at applicant's expense) Yes ___ No ___

6. Equipment Needed:

Chalkboard ___ Overhead Projector ___ Lectern ___ Screen ___ Microphone ___ TV/VCR

Other: _____

(Pursuant to: (Stats. 1959, C.2, 16564)

I do hereby certify that the information stated in the foregoing application is true, that I have read the rules and regulations on the reverse side of this application. I do further certify that the organization on whose behalf I am making application for use of school property does not, to the best of my knowledge, advocate the overthrow of the Government of the United States or the State of California by force, violence or other unlawful means, and that, to the best of my knowledge, it is not a communist-action organization or communist-front organization required by law to be registered with the Attorney General of the United States. This statement is made under the penalties of perjury.

Applicant does hereby covenant and agree that The District, its officers, agents, employees, members or representatives shall not be liable for any loss, damage, injury or liability of any kind to any person or property arising directly or indirectly out of this agreement, including but not limited to user's use of the premises. Nor shall the District be liable for any loss, damage, liability, cost or expense to the property or persons (user's agents, employees, representatives, guests and invitees included) that may arise from use or occupancy of school property. Notwithstanding anything to the contrary contained herein, applicant agrees to defend, indemnify, and hold harmless the District, its officers, employees and agents from any and all damages of liabilities arising out of or in connection with the use or occupancy of school property.

SIGNATURE _____ TITLE _____ DATE _____

.....DO NOT WRITE BELOW THIS LINE.....

TERMS: 50% of fee payable with application, balances due seven working days prior to use. **PAYMENTS:** Payable to Rancho Santiago Community College District. Failure to comply with the terms will be cause to deny permission.

FEES:
Facility \$ _____ (approximate)\$
Custodial \$ _____ (approximate)
Safety Officer \$ _____ (approximate)
Miscellaneous \$ _____
Deposit \$ _____ BALANCE DUE \$ _____

Insurance Required \$ _____ P.L. \$ _____ P.D. _____

District Representative _____ Department Representative _____
Permit for use granted ___ denied ___ on _____ 20 _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

RULES & REGULATIONS FOR USE OF COLLEGE PROPERTIES

1. All individuals, groups or organizations in their use or occupancy of college property shall comply with all laws, rules and regulations. Any use contrary to or in violation of any law, rule or regulation shall be grounds for cancellation of the permit and removing the users from the property and shall bar such individual, group or organization from further use thereof.
2. When college facilities are used for a commercial function the organization must carry liability and property damage insurance. Rancho Santiago Community College District requires an applicant for use of college building and/or grounds to file with Rancho Santiago Community College District a certificate of insurance with appropriate limits to verify that the user group has liability & property damage insurance to cover its own negligence. Such certificates shall name Rancho Santiago Community College as the certificate holder, have an endorsement on the policy listing the District as additionally insured and be in full force and effect no less than 48 consecutive hours prior to affixed date of the activity shown on the Application for Use, and shall remain in full force and effect for no more than 48 consecutive hours after the termination of the aforesaid activity.
3. No use or occupancy of any college property will be permitted if the Rancho Santiago Community College District Board of Trustees in the exercise of its discretion determines that such use or occupancy is prohibited by law, or that such use or occupancy will interfere with the use of the property for college purposes.
4. There shall be NO INTOXICANTS or NARCOTICS in or about college buildings and premises
5. There shall be no smoking, food or beverages in classrooms at any time.
6. There shall always be an appointed representative on duty when college premises are being used by outside groups. Whenever the Rancho Santiago Community College District finds that rules and regulations have been violated, it may revoke a permit or permits - given to an organization and may refuse further permits-to-use College Facilities.
7. In locations where parking is allowed on college premises, vehicles must be parked in such a manner that Fire Fighting Equipment may have easy access to buildings and Fire Hydrants at all times. Citation: E.C. (Stats. 1959, c.2, 16560).
8. Permission to use college facilities will be granted in accordance with the schedule of charges adopted by the Rancho Santiago Community College District as they now exist or hereinafter amended.

Rancho Santiago Community College District
INSURANCE PROCEDURES FOR USE OF FACILITIES

This information has been prepared to assist you in complying with insurance requirements and will provide your insurance company with the appropriate requirements for the use of Rancho Santiago Community College District facilities.

1. A Certificate of Insurance must be provided, evidencing \$1,000,000 each occurrence limits of General Liability and Property Damage coverage with an Endorsement (not to be included on a "Certificate"), naming Rancho Santiago Community College District as additionally insured for any claims arising from the applicant's activities and use of facilities. Certificates shall be in full force and effect no less than 48 consecutive hours prior to the affixed date of the activity shown on the Application/Permit for Use of Facilities and shall remain in full force and effect for no less than 48 consecutive hours after the termination of the activity.
2. Under "Description of Operations" on the Certificate of Insurance, the information must include the user, date/s and name of event, as well as the facility location.
3. Under "Certificate Holder" it must read:

**Rancho Santiago Community College District
ATTN: Facilities
1530 W. 17th Street
Santa Ana, CA 92706**
4. The Certificate of Insurance must clearly indicate a typed "Date of Issuance".
5. The Certificate of Insurance must be an original (photocopies will not be accepted).
6. The Certificate of Insurance must be signed by authorized issuer.
7. Under Cancellation, the Certificate of Insurance must read:

"Should any of the above desired policies be canceled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder..."
8. The original Certificate of Insurance should be mailed to (Facsimiles not accepted):

**Santa Ana College
Maria Garcia/Facilities
1530 W. 17th Street
Santa Ana, CA 92706**

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
10/16/08

PRODUCER
Dick Wardlow Insurance Brokers
233 High Street
Old Town Moorpark
Moorpark CA 93021
1-800-298-3000
Fax 805-553-0404
0B99800

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** **PENN STAR INSURANCE COMPANY**
- COMPANY LETTER **B** **c/o BLISS & GLENNON**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED
Vendor of National Merchants Assoc.
Creative Marketing
Jason Shoghi
25822 Sunrise Way
Loma Linda CA 92354

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OR INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY BE REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRED DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY		04/01/08	04/01/09	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR				PRODUCTS-COMP/OP AGG. \$ EXCLUDE
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				PERSONAL&ADV. INJURY \$ 1,000,000
					EACH OCCURANCE \$ 1,000,000
	AUTOMOBILE LIABILITY				FIRE DAMAGE (any one fire) \$ 50,000
	ANY AUTO				MED EXPENSE (any one person) \$ EXCLUDE
	ALL OWNED AUTOS				COMBINED SINGLE LIMIT \$
	SCHEDULED AUTOS				BODILY INJURY (per person) \$
	HIRED AUTOS				BODILY INJURY (per accident) \$
	NON-OWNED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				EACH OCCURANCE \$
	EXCESS LIABILITY				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				EACH OCCURANCE \$
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	OTHER				

Sample

DESCRIPTION OF OPERATIONS /LOCATIONS/VEHICLES/SPECIAL ITEMS

Rancho Santiago Community College District is named as additional insured, but only insofar as the operations under this contract are concerned.

All Event Dates.

CERTIFICATE HOLDER

Santa Ana College
Rancho Santiago Comm. College District
Attn: Maria Garcia/Facilities
1530 W 17th Street
Santa Ana CA 92706
FAX 17145646309

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Dick Wardlow RPP

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

1. Designation of Premises (Part Leased to You):
Booth Space at Santa Ana College for All Event Dates.

2. Name of Person or Organization (Additional Insured):
**Rancho Santiago Comm. College District
Attn: Maria Garcia/Facilities
1530 W 17th Street
Santa Ana CA 92706**

Sample

3. Additional Premium:

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

COMMUNITY USE OF FACILITIES

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

	Daily Non-Profit Rental User Fee	Daily Commercial Rental User Fee
1. College Gymnasium - G105 (add \$270.00 if canvas floor is required plus labor charges)	**\$500.00	**\$650.00
2. Small Gymnasium - W-107	**\$150.00	**\$300.00
3. Athletic Fields		
A. Baseball	**\$300.00	**\$500.00
B. Football	**\$300.00	**\$500.00
C. Track	**\$300.00	**\$500.00
D. Soccer/Softball	**\$200.00	**\$500.00
5. Pool (must have certificated lifeguards on duty, salary to be paid by user)	**\$100.00	**\$400.00
6. Tennis Courts (tournaments only)	\$3.00 Per Court, Per Hour	\$5.00 Per Court, Per Hour
7. Wrestling Room - W-111	**\$200.00	**\$400.00
8. A. Classrooms	\$8.00/1st Hour, \$4/Each Add't 1 Hour	\$20/1st Hour, \$5/Each Add't 1 Hour
B. Lecture Halls (85+)	\$20/1st Hour, \$10 Each Add't 1 Hour	\$40/1st Hour, \$10 Each Add't 1 Hour
9. Amphitheater	\$75/1st Hour, \$20 Each Add't 1 Hour	\$150/1st Hour, \$50 Each Add't 1 Hour
10. Theater (plus stage technician costs)	\$200/1st Hour, \$25 Each Add't 1 Hour	\$400/1st Hour, \$50 Each Add't 1 Hour
11. Parking Lot	\$1.00 Per Space/ \$100 Minimum	\$3.00 Per Space/ \$300 Minimum
12. Johnson Ctr. Conference Rooms	\$100.00 to \$150.00	\$175.00 to \$250.00
13. Dining Room (Meetings/Seminars)	**\$180.00	**\$280.00

** 4 Hours, Then 10% Each Additional Hour

Pursuant to the Civic Center act, local community groups under specific conditions will be able to use college facilities free of charge. For other non-college sponsored groups and other organizations charging admission, the above rental charge will be assessed.

Note: Every community use request will be evaluated on an individual basis for additional costs such as Custodial, Maintenance, Safety Officer(s), Media & Stage Technician.



PARKING

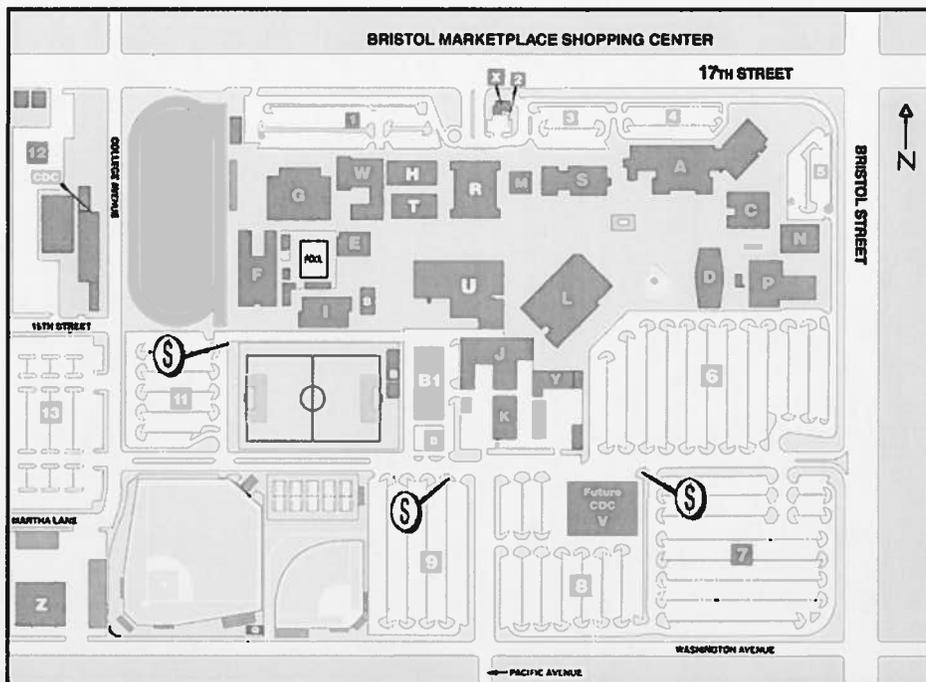
RSCCD requires parking permits for student lots at Santa Ana College. Permits may be purchased for \$2.00 at any of the permit dispensers located throughout the campus parking lots; permits are valid for eight hours. Place permit on dashboard; not valid in staff or visitor parking.

PARKING LOT DISCLAIMER

Rancho Santiago Community College District is not responsible for damages to, loss of, or thefts from vehicles parked on campus, except as defined under the applicable Government Codes of California, including [810-966.6].

CAUTION!

Parking in Bristol Marketplace, across the street from Santa Ana College, is not allowed. Violations will result in tow-aways.



SANTA ANA COLLEGE FACILITIES

- | | |
|--|---|
| A Cesar Chavez Building / Business / Computer | K Welding / Auto/Diesel / Maintenance / Warehouse |
| B International Students Program / Services | L Nealey Library and ALC |
| B1 Middle College High School | M Museum / Planetarium |
| C Fine Arts / Art Gallery | N Music Building |
| CDC Child Development Center | P Phillips Hall Theatre |
| D Dunlap Hall / Amphitheatre (west of bldg.) | Q Concession |
| E Fitness Center | R Russell Hall |
| F Locker Rooms | S Administration Building / Admissions / Counseling |
| G Cook Gym | T Technical Arts |
| H Hammond Hall | U Johnson Center / Student Business Office / Bookstore / Cafeteria |
| J Auto Shop | |

PARKING

- 1** Staff Parking
- 2&3** Visitor Parking
- 4&5** Staff Parking
- 6-13** Student Parking (except as posted)
- (S)** Permit Dispenser (\$1.00 for 8 hours)



SAC IS TOBACCO-FREE
Use of tobacco-related products is allowed only in parking lots.