

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, October 26, 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 October 12, 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 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Reports from Academic Senate Presidents
 - Senate meetings

RECESS TO CLOSED SESSION

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

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

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

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

*Rodriguez v. Rancho Santiago Community College District et al, Orange County Superior Court
Case No. 30-2008-00114370*

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel Action

- Approval of New Job Description
- Approval of Permanent 2009-10 Salary Schedule for CEFA
- Approval of Rehiring Temporary Non-tenure Track Employees
- Approval of Non-renewal of Temporary Non-tenure Track Employees
- Approval of End of Interim Assignments/Return to Regular Assignments
- Approval of Leaves of Absence
- Approval of Stipends
- Approval of Part-time/Hourly Hires/Rehires

3.2 Classified Personnel Action

- Approval of Reduction in Force Lay Offs
- Approval of Professional Growth Increments
- Approval of Out of Class Assignments
- Approval of Changes in Positions
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of New Assignments due to Reinstatement
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Instructional Associates/Associate Assistants
- Approval of Student Assistants

3.3 Approval of Public Disclosure of Collective Bargaining Agreement Between Rancho Santiago Community College District and California School Employees Association, Chapter 579 Action

The administration recommends approval of the modifications to the current three-year agreement with California School Employees Association, Chapter 579, for the period of July 1, 2007, through June 30, 2010.

- 3.4 Adoption of Modifications to PARS Retirement Plan and Agreement Action
The administration recommends the chancellor or his designee be authorized to execute the amended plan agreement with Public Agency Retirement Services for the district's alternate retirement plan.
- 3.5 Approval of Search Consultant and Timeline for Chancellor Search Action
It is recommended the board select an executive search firm to assist in the recruitment and selection process of a new chancellor. It is recommended the board approve the timeline for the chancellor search process and authorize the Executive Vice Chancellor of Human Resources and Educational Services to chair the screening committee and coordinate the recruitment and selection process with the selected search firm.
- 3.6 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of Renewal of Criminal Justice Academy (CJA) Agreement: California Narcotics Association (CNOA) Action
The administration recommends approval of this CJA Agreement with the California Narcotics Officers Association (CNOA) in Valencia, California.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Amendment No. One (1) – Santa Ana College Sprint/Nextel Lease Action
The administration recommends approval of the Sprint/Nextel Amendment No. One (1) at Santa Ana College as presented.
- 5.3 Approval of Southern California Edison Company Electrical Facilities at SCC Maintenance & Operations Building Action
The administration recommends approval of the request for additional electrical service at the SCC Maintenance & Operations building as presented.
- *5.4 Approval of CMAS Contract to Accuvant, Inc. Action
The administration recommends approval of the use of California Multiple Award Schedule Contract #3-09-70-2428M and all future contract extensions, supplements, and modifications offered by Accuvant, Inc., as presented.

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

- *5.5 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period September 13, 2009, through October 10, 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:
- ARRA Cooperative Contract – Workability III (SAC) \$ 85,451
 - Student Support Services – Year 4 – Augmentation (SAC) \$ 2,722
 - WIA II – Adult Basic Education Programs (CEC/OEC) \$2,620,426

- *6.2 Adoption of Resolution No. 09-25 – California Department of Education (CRPM-7127) Action
The administration recommends the board adopt the resolution agreement with the California Department of Education that authorizes the chancellor or his designee(s) to sign the contract documents for the 2009-2010 fiscal year.

- *6.3 Adoption of Resolution No. 09-26 – California Department of Rehabilitation (27499A) Action
The administration recommends adoption of the resolution agreement that authorizes the Vice Chancellor, Business Operations and Fiscal Services, and identified designee(s) to sign the contract, associated amendments, and clauses.

- 6.4 Board Member Comments Information

- 7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on November 16, 2009.

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

Board of Trustees (Regular meeting)

Monday, October 12, 2009

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Mr. Larry Labrado. Other members present were Mr. Brian Conley, Ms. Gloria Holguin, Ms. Lisa Woolery and Mr. Phillip Yarbrough. Mr. John Hanna and Mr. Mark McLoughlin arrived at the time noted. Dr. David Chapel was not in attendance due to illness.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Edward Hernandez, Jr., Mr. Norman Fujimoto, 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. Alex Flores, Student President at Santa Ana College.

1.3 Public Comment

There were no public comments.

1.4 Approval of Minutes

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the minutes of the regular meeting held September 28, 2009.

1.5 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar:

4.1 Approval of Renewal Fire Technology Agreement: City of Santa Ana Medical Center - OTA

The board approved this agreement renewal with the City of Santa Ana, California.

- 1.5 Approval of Consent Calendar – (cont.)
 - 4.2 Approval of New Pharmacy Technology Agreement – Alpha Drugs Pharmacy
The board approved this contract with Alpha Drugs Pharmacy in Anaheim, California.
 - 4.3 Approval of Renewal of OTA Agreement – Integrity House
The board approved this contract with Integrity House in Santa Ana, California.
 - 4.4 Approval of Renewal of OTA Agreement – Russo, Fleck & Associates
The board approved this contract with Russo, Fleck & Associates in Orange, California.
 - 4.5 Approval of New License Agreement – Coast Community College District’s Coast Learning Systems
The board approved this contract with Coast Community College District and Coast Learning Systems in Costa Mesa, California.
 - 4.6 Approval of Amendment MA-057-10010691 to CJA Agreement – County of Orange
The board approved this amendment with the County of Orange in Orange, California.
 - 4.7 Approval of Renewal of Nursing, Pharmacy Technician, Occupational Therapy Assistant, Laboratory Technician, and Paramedic/EMT Agreement - St. Jude Medical Center Without Instructor
The board approved this clinical affiliation agreement renewal with St. Jude Medical Center.
 - 4.8 Approval of Renewal of Nursing, Pharmacy Technician, Laboratory Technician, Paramedic/EMT, and Occupational Therapy Assistant Agreement – St. Jude Medical Center With Instructor
The board approved this clinical affiliation agreement renewal with St. Jude Medical Center.
 - 4.9 Approval of Speech-Language Pathology Assistant Program Agreement with Long Beach Unified School District
The board approved the Speech-Language Pathology Assistant Program with Long Beach Unified School District in Long Beach, California.
- 5.1 Approval of Payment of Bills
The board approved payment of bills as submitted.

1.5 Approval of Consent Calendar – (cont.)

6.1 Approval of Resource Development Items

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

- GEAR UP III – Year 5 (SAC) \$800,000

1.6 Public Hearing – 2009-2010 Adopted Budget

There were no public comments.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

Mr. Hanna arrived at this time.

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following representatives from the colleges provided reports to the board:

Mr. Norman Fujimoto, Vice President, Santa Ana College
Mr. Juan Vázquez, President, Santiago Canyon College

2.3 Report from Student Trustee

Ms. Gloria Holguin provided a report to the board.

2.4 Reports from Student Presidents

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

Mr. Alejandro Flores, Student President, Santa Ana College
Ms. Tina Lam, Student President, Santiago Canyon College

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

It was moved by Mr. Yarbrough, seconded by Ms. Holguin, and carried unanimously to suspend the rules and consider item 5.2 (Approval of the 2009-2010 Adopted Budget) at this time.

5.2 Approval of the 2009-2010 Adopted Budget

It was moved by Mr. Conley and seconded by Mr. Yarbrough to approve the 2009-2010 Adopted Budget as presented. Discussion ensued. The motion carried unanimously.

Mr. McLoughlin arrived at this time.

RECESS TO CLOSED SESSION

The board convened into closed session at 5:49 p.m. to consider the following items:

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

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

RECONVENE

The board reconvened at 6:21 p.m.

Closed Session Report

Mr. Conley reported the board discussed the aforementioned items, and there was no action taken during closed session.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Employment Agreements
- Approve Interim to Permanent Positions
- Approve Extensions of Interim Assignments
- Ratify Resignations/Retirements
- Approve Permanent 2009-2010 Salary Schedules for CDCTA
- Rescind Stipends
- Approve Part-time/Hourly Hires/Rehires
- Approve Non-paid Intern Services

3.2 Classified Personnel

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

- Approve Reduction in Force Lay Offs
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Position due to Reduction in Force Lay Offs
- Approve Changes in Salary Placements
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Volunteers
- Approve Student Assistants

3.3 Approval of Public Disclosure of Collective Bargaining Agreement between Rancho Santiago Community College District and Continuing Education Faculty Association (CEFA)

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve amendments to the collective bargaining agreement with the Continuing Education Faculty Association.

3.4 Approval of Agreement with City of South Gate to provide Part-time Acting Chief of Police

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the agreement for professional services with the City of South Gate, California, as presented.

3.5 Adoption of Resolution No. 09-24 regarding Reduction in Force of Classified Staff

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to adopt resolution No. 09-24 regarding reduction in force of classified staff.

3.6 Authorization for Board Travel/Conferences

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

4.0 INSTRUCTION

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

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Item 5.1 was approved as part of Item 1.5: Consent Calendar; Item 5.2 was approved after Item 2.5 (Reports from Academic Senate Presidents).

5.3 Approval of the 2008-09 CCFS-311 Report, including Gann Appropriation Limit

It was moved by Mr. Yarbrough, seconded by Mr. McLoughlin, and carried unanimously to approve the 2008-2009 CCFS-311 report as presented and establish the district's 2008-2009 Gann Limit in the amount of \$251,394,032.

5.4 Approval of Additional Architectural Services – Santa Ana College Child Development Center

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve additional architectural services provided Harley Ellis Devereaux in the amount of \$85,111 for the Santa Ana College Child Development Center as presented.

5.5 Approval of Change Order #2, Bid #1090 – Fire Alarm Replacement Project at Santa Ana College

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to approve change order #2, FEI Enterprises, Inc., for Bid #1090, in the amount of \$22,535.59 for the fire alarm replacement project at Santa Ana College. Discussion ensued. The motion carried unanimously.

5.6 Approval of DSA Inspection Services – Santa Ana College Fire Alarm System Replacement (Phase Two)

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the change order for Johnston Inspections, Inc. to provide DSA-mandated inspection services in the amount of \$14,000 for the fire alarm system replacement (phase two) at Santa Ana College as presented.

5.7 Geotechnical Observation and Testing Services – Santa Ana College Child Development Center

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve an agreement with Ninyo & Moore to perform geotechnical observation and testing for the SAC Child Development Center as presented.

6.0 GENERAL

Item 6.1 was approved as part of Item 1.5: Consent Calendar.

6.2 Approval of Sub-award Agreements – GEAR UP III – Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine (Year 5)

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the sub-award agreements and authorize the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the agreements.

6.3 Approval of Sub-award Agreements – GEAR UP IV – Delhi Community Center, Latino Health Access, Santa Ana Unified School District, and University of California, Irvine (Year 1)

It was moved by Mr. Yarbrough, seconded by Mr. Conley, and carried unanimously to approve the sub-award agreements and authorize the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the agreements.

6.4 Approval of Santa Ana College Follow-Up Report on Accreditation

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to approve the SAC follow-up report on accreditation as presented and as requested by the Western Association of Schools. Mr. Hanna and Mr. Yarbrough commended staff and accreditation committee members for their hard work on the follow-up report on accreditation. Although Mr. Hanna felt the warning status given the district was unjustified; he stated the work accomplished as a result of this warning status proved advantageous to the district and board.

6.5 Approval of Santiago Canyon College Follow-Up Report on Accreditation

It was moved by Mr. Yarbrough and seconded by Mr. Conley to approve the SCC follow-up report on accreditation as presented and as requested by the Western Association of Schools. Mr. Hanna commended staff and accreditation committee members for their hard work on the follow-up report on accreditation. Although Mr. Hanna felt the warning status given the district was unjustified; he stated the work accomplished as a result of this warning status proved advantageous to the district and board.

6.6 Board of Trustees Continuous Improvement Process

It was moved by Mr. Yarbrough and seconded by Mr. McLoughlin to review the 2008-2009 annual reports of Human Resources, Business Operations/Fiscal Services, and Public Affairs and Governmental Relations.

Dr. Hernandez indicated the annual reports were provided to assist the board in developing its goals. Mr. Yarbrough and Mr. Hanna expressed appreciation to staff for its work on the reports

Board members requested program workshops be scheduled in the future much like the budget workshops that have been helpful to the board. It was recommended a discussion be held at the board's December meeting to formalize this idea.

The motion carried unanimously.

6.7 Board President's Award

Board member John Hanna recommended the board president begin recognizing individuals, businesses, unions, or groups who have donated services, supplies, or funds to the district, one of the colleges, or one of their programs or classes offered with a Board President's Award.

6.8 Board Member Comments

On behalf of students, Ms. Holguin thanked the accreditation team for its hard work on completing the follow-up reports on accreditation, and staff for its hard work on the adopted budget.

Mr. Yarbrough commended Dr. Hernandez on his article regarding partnerships published recently in *The Presidency* magazine.

Mr. Hanna thanked Dr. Hernandez for organizing a thanksgiving luncheon for firefighters to be held on November 24, 2009.

Mr. Hanna commended SAC and SCC athletes on their accomplishments this year.

After meeting with the RSCCD Foundation, Mr. Hanna reported the foundation members present supported sponsoring a Chancellor's Ball in spring 2010. Mr. Hanna stated the foundation has chosen to direct the Chancellor's Ball 2010 donations toward saving programs and classes rather than scholarships as it has been in past years.

Mr. Conley gave an update on legislation issues from the ACCT Public Policy Committee meeting he recently attended. He reported he came home prior to the ACCT conference due to illness.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on October 26, 2009, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Mr. Labrado declared this meeting adjourned at 6:44 p.m.

Respectfully submitted,

Eddie Hernandez, Jr., Ed.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: October 26, 2009



“Celebrating 40 Years of EOPS Student Success at Santa Ana College”



SAC EOPS Mission Statement:

Santa Ana College EOPS/CARE is a student-centered program committed to personalized support services that foster growth and ensure opportunity to students facing economic and educational challenges. Our tradition of providing service “over and above” empowers our students to fulfill their highest educational and personal aspirations.

EOPS Strategies for Success:

EOPS students have accomplished 40 years of academic success due to the intense individual follow up and support that is mandated and provided through Title V. With a program focus on the students reaching their academic goals and objectives, EOPS provides the following services and support to help the students reach success:

- Comprehensive academic, personal and career counseling (three times per semester) and retention services
- Over and above tutorial support
- Priority registration
- Book assistance
- Transportation assistance
- Transfer assistance

EOPS Measures of Success:

Access:

	<u>SAC EOPS</u>
2008-2009:	1,544
2000-2001:	1,377
1992-1993:	1,026

Focused recruitment strategies enabled the SAC EOPS program to grow by 50% in the last decade and a half. The SAC EOPS program has traditionally served approximately 100 students more than it is funded for to help meet strong demand for the program from students.

Persistence:

	<u>SAC EOPS</u>	<u>SAC(Non-EOPS)</u>
Fall 2006-Fall 2008 First-Time Freshmen:	92%	68%

The students in EOPS persist at a rate 24% higher than the general SAC student population due to the success strategies that have been implemented. Some are mentioned above, but the true success is in the individual attention and follow up that is allotted to each student throughout their time in EOPS. These strategies have helped retain some of the most at risk students and have aided them in becoming some of our most successful students.

Degree Attainment and Transfer Rates:

	<u>SAC EOPS</u>	<u>SAC(Non-EOPS)</u>
Degree attainment of AA/AS (Spring 2009):	12%	5%
Transfers to Four-Year Universities:	13%	5%

Throughout the past 40 years, EOPS students have not only achieved their academic goals and objectives but have superseded them. EOPS students are attaining degrees and transferring at a rate that is 7-8% higher than the general non-EOPS SAC student population. This is truly noteworthy when considering the many language, economic, and educational challenges that our students face. In addition, when considering that 52% of our EOPS students enter at a basic skills English level, and 66% at a basic skills Math level, our students’ academic success is amazing. Our students have successfully transferred to many of the state and nation’s most prestigious universities while others have entered the world of work with degrees and certificates. These SAC ambassadors inspire the next generation of student scholars and live lives that demonstrate the transformational power of education.

AMENDED IN ASSEMBLY SEPTEMBER 1, 2009

AMENDED IN SENATE JULY 1, 2009

Senate Concurrent Resolution No. 34

Senate Concurrent Resolution No. 34—Relative to Extended Opportunity Programs and Services Month.

This measure would designate the month of October 2009 as Extended Opportunity Programs and Services Month to honor the mission and purposes of the Extended Opportunity Programs and Services.

WHEREAS, In the California Community Colleges system the Extended Opportunity Programs and Services (EOPS) was established in 1969 to initiate access and retention efforts for first-generation, low-income, educationally disadvantaged, and historically underrepresented students; and

WHEREAS, EOPS has served over 2,500,000 *1,900,000* students at 110 campuses of the California Community Colleges, and these students have made a positive impact on the business, economic, educational, and cultural fabric of the State of California; and

WHEREAS, EOPS provides academic and transitional support services for nearly 110,000 students, and these services ensure educational access and justice, financial and academic support, opportunities to attain a college degree, and strategies that enable community college students to transfer to baccalaureate institutions; and

WHEREAS, EOPS has provided dynamic and innovative services in early outreach programs serving hundreds of thousands of potential EOPS applicants and summer bridge learning communities, and community building efforts that retain program students who impact the larger campus communities; and

WHEREAS, The Cooperative Agencies Resources for Education (CARE) Program was added in 1982 to expand services for welfare-dependent, single-parent EOPS students, and CARE has provided higher education access and supportive services, such as counseling, book services, tutoring, peer support, child care, transportation, school supplies, classes, and other activities addressing the special needs of 160,000 *over 170,000* low-income, single-parent students; and

WHEREAS, EOPS and CARE are successful programs that bring hope, vision, guidance, and activism to underserved communities, that heighten the awareness of educational pathways and sociocultural opportunities, and that invest in developing the leaders of tomorrow; and

WHEREAS, EOPS trains, develops, and produces expertise in faculty and staff, thus enhancing the quality of services, organizational structures, and research on low-income, first-generation, and historically underrepresented students; and

WHEREAS, EOPS has successfully developed local partnerships among community-based organizations, public agencies, legislative institutions, universities, and kindergarten and grades 1 to 12, inclusive, public school systems; and

WHEREAS, EOPS ensures a diverse and representative voice for thousands of community members whose goal is to participate in, and enrich, the public education of California; now, therefore, be it

Resolved by the Senate of the State of California, the Assembly thereof concurring,

That the Legislature hereby expresses its congratulations and appreciation to the California Community Colleges Extended Opportunity Programs and Services, for its historic and continued success in realizing the intent of landmark legislation, and the vision of the California Master Plan for Higher Education, in attaining educational equity goals and objectives; and be it further

Resolved, That the Legislature declares October 2009 as Extended Opportunity Programs and Services Month to honor the mission and purposes of the Extended Opportunity Programs and Services; and be it further

Resolved, That the Secretary of the Senate transmit copies of this resolution to the governing board of each community college district in the state.

Santiago Canyon College EOPS Program

October 2009 is declared EOPS Month by State Senate Concurrent Resolution # 34: "Resolved by the Senate of the State of California, the Assembly thereof concurring, That the Legislature hereby expresses its congratulations and appreciation to the California Community Colleges Extended Opportunity Program and Services, for its historic and continued success in realizing the intent of the landmark legislation, and the vision of the California Master Plan for Higher Education, in attaining educational equity goals and objectives..."

- EOPS was initiated statewide in 1969 through SB 164 to provide access and retention efforts for first-generation college students, low income, educationally disadvantaged and historically underrepresented students.
- SCC began EOPS services in 1997 under the auspices of Santa Ana College.
- In 2000 when SCC received accreditation, the EOPS program received its first allocation.
- SCC served 83 students in 1997 and increased to 450 students served in 2008-2009.
- SCC/EOPS students through EOPS Title V receive the following services:
 - Comprehensive and holistic academic, personal, and career counseling
 - Academic and retention support services
 - Priority registration
 - Book assistance
 - Transfer assistance
- SCC/EOPS students have successfully accomplished their educational goals and objectives despite facing educational, personal, and financial challenges. Some notable accomplishments have been:
 - Six (6) students have received the Dean Strenger Award
 - Four (4) students have received RSCCD Board Scholar recognition
 - Three (3) students have been Valedictorian finalists
 - EOPS students have held responsible student leadership positions such as ASG Vice President of Programming, Senator, Club President, Forensics Team, Honors Program and many more positions and activities throughout SCC
 - EOPS students transfer to UC Berkeley, UC San Diego, Chapman University, CSU Fullerton, Long Beach and others
- The 2009 RSCCD Research Department *Pathways of Student Persistence and Performance* study reported that "SCC/EOPS recipients continue to persist at higher rates than the general student population of first-time freshmen. The persistence rate to a second semester for EOPS first-time freshmen was 91%; 32 percentage points above the SCC general student bodypersistence rates are similar to those in prior years."
- These success rates are a direct result of EOPS student motivation and comprehensive instruction, counseling, and support services.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

October 26, 2009

MANAGEMENT

New Job Description/Attachment #1

Manager, Graphic Communications
Classified Supervisor, Grade H

FACULTY

Permanent 2009/2010 Salary Schedule for CEFA/Attachment #2

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

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

Effective: January 5, 2010 – May 27, 2010
Salary Placement: III-12 \$79,472/Year

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

Effective: January 5, 2010 – May 27, 2010
Salary Placement: VII-9 \$82,613/Year

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

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

Effective: December 19, 2009
Reason: Lack of Funding

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

Effective: December 19, 2009
Reason: Lack of Funding

End of Interim Assignment/Return to Regular Assignment

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

Effective: October 30, 2009
Salary Placement: T/BA-8 \$37,386/Year

FACULTY (CONT'D)

Leaves of Absence

Jackson, Gary
Instructor, Criminal Justice
Human Services and Technology Division
Santa Ana College

Effective: September 29, 2009 to October 14, 2009
Reason: Military Leave

Kelley, Maya
Counselor
Counseling Division
Santa Ana College

Effective: October 20, 2009 to February 1, 2010
Reason: Maternity Leave

Stipend

Olquin, Gregory
Instructor, High School Subjects-Bridge
Continuing Education Division/OEC
Santiago Canyon College

Effective: October 1, 2009
Stipend: \$1,500.00

Part-time/Hourly Hires/Rehires

Clifford, Robert
Instructor, Anthropology
Arts, Humanities and Social Sciences Division
Santiago Canyon College

Effective: February 01, 2010
Hourly Lecture Rate: II-3 \$54.32

Mercadante, Larry
Site Director II
Administrative Services Division
Santiago Canyon College

Effective: October 9, 2009
Hourly Rate: \$47.65

Nieves, Osbaldo
Faculty Intern, Student Life/Development
Student Services Division
Santiago Canyon College

Effective: September 15, 2009
Hourly Non-Teaching Rate: I-3 \$25.87

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
October 26, 2009

MANAGER, GRAPHIC COMMUNICATIONS

CLASS SUMMARY

Responsible for managing and coordinating the preparation and production of all district visual communications. Directly supervises the district publications and graphic design staff and related functions. Assumes and performs other duties as required.

REPRESENTATIVE DUTIES

Plans, organizes, schedules, directs and supervises the operations of graphic production, desktop publishing, reprographics, and press production in the publications department; creates, coordinates and integrates content and design elements of major district publications; consults with management, faculty and staff on their publications and design needs; has a complete understanding and keeps abreast of policies, programs, and priorities of the district; is aware of developments in the application of technology to graphic communication, as well as the equipment and techniques for effective production of complex print publications; develops and recommends policies and procedures for the efficient organization and operation of the publications and graphic communications units; prepares budget requests and monitors approved budgets; assists in the selection of staff; provides for in-service training; assigns, supervises, and evaluates staff; supervises and maintains department records including duplicating and printing services with continuous inventory of supplies, materials, and equipment; prepares program reviews and reports of the activities of the areas under supervision; evaluates the effectiveness of publications and makes appropriate recommendations; supervises production of instructional materials and publications; reviews requests for equipment purchases and makes appropriate recommendations; develops plans for improving print and electronic services and makes appropriate recommendations; develops plans for improving publications in the district through the use of appropriate graphic and printing techniques.

ORGANIZATIONAL RELATIONSHIPS

This manager reports to the Executive Director of Public Affairs and Governmental Relations and supervises staff, as well as student workers and interns. Consults with faculty, staff, management and administrative personnel on electronic, print and design needs and coordinates all aspects of production. Interfaces with administrators and staff in the planning and coordination of major publications.

MANAGER, GRAPHIC COMMUNICATIONS (CONT'D)

DESIRABLE QUALIFICATION GUIDE

Training and Experience

Any combination of education and experience equivalent to ten (10) years professional experience in print, electronic, graphic arts, and multimedia production, including some experience in supervision; or a bachelor's degree in graphic design, print production or a related area and a minimum five (5) years professional experience.

Knowledge and Abilities

Thorough knowledge of: principles of electronic and print production, design and graphic communication; the uses, operation, and maintenance of publications equipment in production printing and networked digital printing environments; various types of inks, paper stock and other supplies used, their characteristics, best uses and limitations; current trade practices, procedures, terminology, equipment and techniques required for various effects; form design and layout techniques; computer applications for web page production; the uses, operation, and maintenance of graphic art and photographic equipment; procedures, terminology, equipment and techniques required for design and layout of printed pieces and web documents; principles of planning, organizing, scheduling.

Knowledge of: principles of training and supervision; ordering and storage of publications equipment and materials; principles of production layout and efficient flow of work; record keeping, costing and filing; sources, ordering procedures and organizational systems for electronic media, publications, graphic, photographic supplies and archives; English, spelling, punctuation and grammar.

Familiarity with: principles of public relations and their relationship to graphic design, production, and reprographic services.

Ability to: plan, schedule and organize production processes and projects; prepare layouts, comprehensives, and final art for print production; set up, adjust operate, and maintain reprographic and related publications equipment; operate photographic, graphic arts and related equipment; write print specifications; train and supervise personnel; communicate effectively; establish and maintain effective working relationships with faculty, management, staff, students and vendors; estimate materials, personnel and production time and costs; conceptualize content and translate into specific visual content consistent with stated objectives; maintain records and make reports; evaluate processes and products and make recommendations for improvement.

Skills: proficiency in the operation of multimedia, reprographic, photographic and graphic art production equipment and publications center equipment including computer applications in electronic/print productions; lifting and pushing heavy boxes of paper.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2009/2010 PERMANENT CEFA
PART-TIME, TEMPORARY, HOURLY SALARY SCHEDULE
EFFECTIVE JULY 1, 2009

INSTRUCTION

STEP	LESS THAN MASTER'S	MASTER'S OR GREATER
1		
2	\$40.97	\$41.97
3	\$41.97	\$43.07
4	\$43.07	\$44.14

COUNSELING

Non-credit counselors salary paid by the district during 2008-2009 shall continue at the same rate until the schedule below increases to the 2008-2009 rate of pay. If any of the non-credit counselors leave the unit and return at a later date, their rate of pay will continue at what it was as of 2008-2009, or the schedule below, whichever is greater.

STEP	LESS THAN MASTER'S	MASTER'S OR GREATER
1		
2	\$34.82	\$35.67
3	\$35.67	\$36.61
4	\$36.61	\$37.52

NON-INSTRUCTION

STEP	LESS THAN MASTER'S	MASTER'S OR GREATER
1		
2	\$20.49	\$20.99
3	\$20.99	\$21.54
4	\$21.54	\$22.07

COORDINATION

STEP	LESS THAN MASTER'S	MASTER'S OR GREATER
1	\$34.15	\$35.02

New employees shall be placed on Step 1 or 2 of the appropriate class. Advancement to the next step shall occur upon completion of three (3) semesters of service. A semester of service means that an instructor teaches at least 75% of the semester length. Continuing employees shall receive a step advancement upon completion of three (3) semesters of service subsequent to their last step advancement.

Time worked as a substitute, summer school employee, site administrator or in the credit program shall not count toward step placement.

**HUMAN RESOURCES DOCKET
CLASSIFIED
OCTOBER 26, 2009**

CLASSIFIEDReduction in Force Lay OffAttachment #1Professional Growth Increments

Nguyen, Tuyen
Admissions & Records Specialist II/ SAC

Effective: November 1, 2009
Grade 8, Step 4 + 6PG \$3787

Serratos, Brenda
Administrative Secretary/ School of
Continuing Educ./ SAC

Effective: November 1, 2009
Grade 12, Step 4 + 5PG \$4440.33

Vu, Vivien
Student Program Specialist/ DSPS/ SCC

Effective: November 1, 2009
Grade 10, Step 4 + 1PG \$3890.67

Out of Class Assignment

White, Kathleen
Senior Accountant/ Auxiliary Services/
SAC

Effective: 09/18/09 – 06/30/10
Grade 15, Step 4 + 5PG \$5161.33

Change in Position

Arredondo, Sandra
Administrative Clerk/ Job Placement/ SAC

Effective: August 11, 2009
From: 12 Month To: 10 Month
(RIF)
Grade 10, Step 6 \$4242

Leave of Absence

Aguilar, Sandra
Administrative Clerk/ School of
Continuing Educ./ SAC

Effective: 09/09/09 – 10/30/09
Reason: FMLA

Ratification of Resignation/Retirement

Armstrong, Eva
Senior Clerk/ Auxiliary Services/ SCC

Effective: October 30, 2009
Reason: Retirement

CLASSIFIED HOURLY

New Assignment

Leysack, Elsa
Instructional Assistant/ Orange Education
Center (Reinstated)

Effective: October 14, 2009
Up to 19 Hours/Week School Session
Grade 5, Step A \$15.64/Hour

Change in Position

Butler, Aaron
Athletic Fields Grounds Worker/ SAC

Effective: August 11, 2009
From: 19 Hours/Week 12 Month
To: 19 Hours/Week 10 Month (RIF)
Grade 9, Step A \$18.27/hour

Duong, Linda
Library Clerk/ SAC

Effective: August 11, 2009
From: 19 Hours/Week 12 Month
To: 19 Hours/Week 10 Month (RIF)
Grade 6, Step A + 6PG \$16.20/Hour +
\$125.00/Mo. PG

Duong, Tommy
Custodian/ SAC

Effective: August 11, 2009
From: 19 Hours/Week 12 Month
To: 19 Hours/Week 10 Month (RIF)
Grade 4, Step A \$15.15/Hour

Elmore, Jodi
Student Services Specialist
Foundation/ SCC

Effective: August 11, 2009
From: 19 Hours/Week 12 Month
To: 15 Hours/Week 12 Month (RIF)
Grade 10, Step A \$19.10/hour

Harrison, Rosa
Student Services Specialist/ Student
Services/ SAC

Effective: August 11, 2009
From: 19 Hours/Week 12 Month
To: 15 Hours/Week 12 Month (RIF)
Grade 10, Step A \$19.10/Hour

Martinez, Lobelia
Student Services Specialist/ Student
Services/ SAC

Effective: August 11, 2009
From: 15 Hours/Week 12 Month
To: 12 Hours/Week 12 Month (RIF)
Grade 10, Step A \$19.10/Hour

Change in Position cont'd

Nelson, Patricia
Intermediate Clerk/ Fine & Performing
Arts/ SAC

Effective: August 11, 2009
From: 19 Hours/Week 12 Month
To: Up to 19 Hours/Week School Session
(RIF)
Grade 5, Step A \$15.64/Hour

Tran, Vien
Publications Assistant/ SAC

Effective: August 11, 2009
From: 19 Hours/Week 12 Month
To: 19 Hours/Week 10 Month (RIF)
Grade 5, Step A \$15.64/Hour

Leave of Absence

Gutierrez-Lucero, Maria del Pilar
Student Activities Specialist/ Orange
Education Center

Effective: 09/28/09 – 11/15/09
Reason: Maternity Leave

Ratification of Resignation/Retirement

Tran, Dieu Thu
Instructional Assistant/ Science & Math/
SAC

Effective: October 23, 2009
Reason: Resignation

TEMPORARY ASSIGNMENT

Bivian, Kimberly
Senior Clerk/ Orange Education Center

Effective: 01/16/10 – 01/30/10

Garcia, Andrea
Financial Aid Analyst/ SCC

Effective: 01/04/10 – 01/15/10
03/01/10 – 04/02/10
06/07/10 – 06/25/10

Additional Hours for On Going Assignment

Kay, Trevor
Admissions & Records Spec. I/ SAC

Effective: 04/12/10 – 06/25/10
Not to exceed 19 consecutive working days
in any given period.

Additional Hours for On Going Assignment cont'd

Shirley, Jacqueline
Intermediate Clerk/ Health Center/ SAC

Effective: 10/05/09 12/31/09
Not to exceed 19 consecutive working days
in any given period.

Williams, Dawn
Intermediate Clerk/ Health Center/ SAC

Effective: 10/05/09 – 12/31/09
Not to exceed 19 consecutive working days
in any given period.

Substitute Assignments

Larnerd, Alyssa
Cashier/ Auxiliary Services/ SAC

Effective: 09/23/09 – 06/30/10

Lopez, Susan
Cashier/ Auxiliary Services/ SAC

Effective: 09/21/09 – 06/30/10

Romero, Esther
Cashier/ Auxiliary Services/ SAC

Effective: 09/21/09 – 06/30/10

MISCELLANEOUS POSITIONS

Instructional Associates/Associate Assistants

Criminal Justice

Carrion, Brian

Effective: 10/27/09

Stow, Danielle

Effective: 10/27/09

SANTA ANA COLLEGE
STUDENT ASSISTANT LIST

Bui, Binh Khac	Effective: 10/05/09-06/30/10
Caldera, Janet	Effective: 09/30/09-06/30/10
Calderon Puentes, Lady Johanna	Effective: 10/01/09-06/30/10
Chang, Li-Tung	Effective: 10/05/09-06/30/10
Davalos Flores, Yesenia	Effective: 10/01/09-06/30/10
De Los Reyes, Denisse	Effective: 10/05/09-06/30/10
Gandarilla, Aurea Veronica	Effective: 10/05/09-06/30/10
Gonzalez Padilla, Maria Lourdes	Effective: 09/28/09-06/30/10
Gonzalez-Cuevas, Jessica Michell	Effective: 09/28/09-06/30/10
Gonzalez, Sandra N	Effective: 09/28/09-06/30/10
Gunawardana, Sunalie Upeka	Effective: 10/05/09-06/30/10
Gutierrez Esparza, Alma Gabriela	Effective: 10/05/09-06/30/10
Le, Dai Trang Thi	Effective: 09/28/09-06/30/10
Lee, Charlie Minh Nghi	Effective: 09/28/09-06/30/10
Leyva, Mariana Perez	Effective: 09/28/09-06/30/10
Medina, Jennifer	Effective: 10/05/09-06/30/10
Miller, Erynne Diana Linda	Effective: 10/05/09-06/30/10
Montalvo-Martell, Necsor I	Effective: 09/24/09-06/30/10
Neri Diaz, Yovany	Effective: 09/30/09-06/30/10
Nguyen Phan, Thanh Xuan	Effective: 09/28/09-06/30/10
Oros Guzman, Jose D	Effective: 09/28/09-06/30/10
Prim, Sandra Dora	Effective: 09/24/09-06/30/10
Quevedo, Pricilla Melecio	Effective: 10/05/09-06/30/10
Ruvalcava, Desiree Ann	Effective: 10/05/09-06/30/10
Sanchez, Jose Luis	Effective: 09/30/09-06/30/10
Serna Laris, Nancy	Effective: 10/05/09-06/30/10
Tajalle, Glenn Patrick	Effective: 10/05/09-06/30/10
Tellez, Christian Anais	Effective: 09/25/09-06/30/10
Trinh, Anh Thi Tu	Effective: 09/25/09-06/30/10
Ulloa, Jennifer	Effective: 09/24/09-06/30/10
Vazquez, Maria de Lourdes	Effective: 10/01/09-06/30/10

Santiago Canyon College
STUDENT ASSISTANT NEW HIRE LIST

Baker, Brenda	Effective: 10/12/09-06/30/10
Acosta, Briana Nadine	Effective: 10/19/09-06/30/10

Attachment #1

Romo, Victor
Instructional Assistant/ Orange Education
Center

Effective: October 7, 2009
Laid Off

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DOCKET
CLASSIFIED
OCTOBER 26, 2009
ADDENDUM**

CLASSIFIED

Ratification of Resignation/Retirement

Cintron Veronica
Administrative Clerk/ Public Affairs &
Govt Relations/ District

Effective: November 2, 2009
Reason: Resignation

TEMPORARY

Pacheco Nieto, Fatima
Intermediate Clerk/Student Affairs/SAC

Effective: 10/27/09 – 06/30/10

Pastrana, Leo
Student Services Specialist/Student
Affairs/SAC

Effective: 10/27/09 – 06/30/10

Correction of Assignment

Lowe, Holly
Learning Facilitator-Nursing/ SAC

Effective: 07/29/09 – 12/18/09

Additional Hours for On Going Assignment

Walker, Trevor
Student Services Specialist /Student
Affairs/SAC

Effective: 10/27/09 – 06/30/10

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

To:	Board of Trustees	Date: October 26, 2009
Re:	Approval of Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the California School Employees Association, Chapter 579	
Action:	Request for Approval	

BACKGROUND

The District and the California School Employees Association (CSEA) have reached tentative agreement on reopeners to the current three-year contract. The tentative agreement was ratified by the CSEA membership on October 19, 2009. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

The fiscal implications of the proposed contract are presented on the attached disclosure.

RECOMMENDATION

It is recommended that the Board of Trustees approve the modifications to the current three-year agreement with the California School Employees Association, Chapter 579 for the period of July 1, 2007 through June 30, 2010.

Fiscal Impact: As presented on attached disclosure	Board Date: October 26, 2009
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Item Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213) and Gov. Code 3547.5

Rancho Santiago Community College District

Name of Bargaining Unit: California School Employees Association, Chapter 579

The proposed agreement covers the period beginning July 1, 2009 and ending June 30, 2010
 and will be acted upon by the Governing Board at its meeting on October 26, 2009

A. Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement			
		Current Year 2009-10	Year 2	Year 3	
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$0	N/A	N/A
2.	Salary Schedule Increase (Decrease)	Cost (+/-)	\$0	N/A	N/A
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.)	Cost (+/-)	\$0	N/A	N/A
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)	\$0	N/A	N/A
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-)	\$0	N/A	N/A
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-)	\$0	N/A	N/A
7.	Total Number of Represented Employees		933		
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-)	\$0	N/A	N/A

Please include comments and explanations as necessary: _____

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

Provide one-time additional paid holidays on December 28, 29, 30, 31, 2009.

All unit members will pay \$32 parking fee. Fee will increase to \$50 on 7/1/10.

Employees subject to reduction in force will receive three days of paid release time for job search.

Effects of reduction in force language revised.

C. What are the specific impacts on instructional and support programs to accommodate settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations?

None anticipated.

D. What contingency language is included in the proposed agreement (reopeners, etc.)?

Reopeners for wages and fringe benefits plus two articles by each party in 2009/10.

E. Source of Funding for Proposed Agreement

1. Current Year

Base revenue.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Base revenues plus unrestricted general fund income.

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)

Not applicable. Financial aspects of agreement will be reopened each year.

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	N/A
b. State Standard Minimum Reserve Percentage for this District	N/A
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$50,000 for a district with less than 1,001 ADA)	N/A

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties	N/A
b. General Fund Budgeted Unrestricted Unappropriated Amount	N/A
c. Special Reserve Fund (J-207) Budgeted Designated for Economic Uncertainties	N/A
d. Special Reserve Fund (J-207) Budgeted Unappropriated Amount	N/A
e. Article XIII B Fund (J-241) Budgeted Designated for Uncertainties	N/A
f. Article XIII B Fund (J-241) Budgeted Unappropriated Amount	N/A
g. Total District Budgeted Unrestricted Reserves	N/A

3. Do unrestricted reserves meet the standard minimum reserve amount? Yes X No

G. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5

_____ District Chancellor

_____ Date

ARTICLE 11

HOLIDAY LEAVE

11.1 Unit employees shall be entitled to the following holidays with pay provided they are in a paid status during any portion of the working day immediately preceding or succeeding the holiday:

Independence Day	New Year's Day
Labor Day	Martin Luther King, Jr. Day
Veteran's Day	Lincoln's Birthday
Thanksgiving	President's Day
Day after Thanksgiving Day	Cesar Chavez Day
Christmas Week (5 days)**	Spring Break (2 days)
	Memorial Day

**Unit employees shall also receive December 28, 29, 30, 31, 2009 as one-time additional holidays.

ARTICLE 14

WAGES AND HOURS

14.1 Salary

The salary schedules for 2008/09 remain unchanged for 2009/10.

In subsequent years, should any other bargaining unit receive an increase in salary or any other form of compensation based on the faculty ranking system currently utilized by the District, the District agrees to reopen salary negotiations with CSEA.

14.21 Parking

All unit employees, regardless of worksite, shall pay a parking fee of \$32 for the 2009/10 fiscal year. The parking fee shall increase to \$50 on July 1, 2010 for the 2010/11 fiscal year.

ARTICLE 23

EFFECTS OF LAYOFF

23.2.4 Employee(s) exercising displacement rights shall bump the least senior employee(s) in accordance with SENIORITY PROCEDURES. A seniority list will be provided to CSEA Chapter President (or designee by Human Resources).

23.4.9 Employees subject to layoff may receive up to three days paid release time to search for alternative employment. Such time must have the prior approval of the immediate supervisor.

23.6 **COMPREHENSIVE EFFECTS OF LAYOFF**

Article 23 constitutes a comprehensive layoff article. ~~CSEA and the District agree that in the event of a layoff during the term of this Agreement, the provisions of Article 23 constitutes any and all rights or benefits to which an employee subjected to this article is entitled and that the CSEA waives any right it has or may have to demand to bargain over the effects of layoff.~~ The District will meet with CSEA thirty (30) days prior to the layoff taking effect to discuss the order of layoff and transfer or reassignment of employees in the affected classifications.

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 579
REGARDING STEP ADVANCEMENT**

The District and CSEA agree to hold the implementation of step advancement for 2009/10 in abeyance until the conclusion of negotiations regarding the effects of the reduction in force.

Sean Small

John Didion

For CSEA

For the District

9/21/09

9/21/09

Date

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
(Human Resources)

To:	Board of Trustees	Date: October 26, 2009
Re:	Adoption of Modifications to PARS Retirement Plan and Agreement	
Action:	Request for Approval	

BACKGROUND

The District has participated in an alternate retirement system for part-time and seasonal employees since 1997. This system provides retirement benefits to these employees in lieu of social security. This plan is administered by Public Agency Retirement Services (PARS).

ANALYSIS

PARS has amended and updated its plan agreement. The majority of the modifications reflect changes to the IRS regulations that govern plans of this type. The only major fiscal change is an increase in the participant distribution fee from \$12 to \$20. The current \$12 fee has been in place since 1997 and has not been adjusted since that time. These costs are paid from the plan assets when employees retire or terminate membership in the plan.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the Chancellor or his designee to execute the amended plan agreement with Public Agency Retirement Services for the district's alternate retirement plan.

Fiscal Impact: None	Board Date: October 26, 2009
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Recommended by: Dr. Edward Hernandez, Jr., Chancellor	

AMENDED AND RESTATED AGREEMENT FOR ADMINISTRATIVE SERVICES

This Amended and Restated Agreement for Administrative Services ("Agreement") is made this ____ day of _____, 2009, between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services (hereinafter "PARS") and Rancho Santiago Community College District ("Agency").

WHEREAS, the Agency adopted the Rancho Santiago Community College District PARS Alternate Retirement System (the "Plan") effective July 1, 1997 in conjunction with the PARS Trust Agreement ("Trust"), with PARS, as Trust Administrator to the Trust to provide administrative services on or about July 10, 1997 ("Initial Date");

WHEREAS, it is necessary to amend and restate the terms of the original agreement to provide administrative services and clarify certain terms and conditions thereof, including but not limited to Plan Distributions, Non-Contribution Reports and Escheatment of Unclaimed Accounts;

WHEREAS, pursuant to Sections 3.4 and 3.5 of the Trust, the Agency has designated the Executive Vice Chancellor of Human Resources & Educational Services to act on its behalf in all matters relating to the Plan pursuant to the PARS Trust Program ("Plan Administrator");

WHEREAS, pursuant to Section 3.6 of the PARS Trust Agreement, the Agency has the power to delegate certain duties related to the Plan, and PARS accepts those duties pursuant to the terms contained in this Agreement, and that this Agreement represents the entire delegation of duties to PARS from the Agency with regards to the Plan;

WHEREAS, PARS accepts the terms of this Agreement with the understanding by the Agency and Plan Administrator that PARS does not hold custody of any assets of the Plan, and does not have any independent authority or discretion for the investment, distribution or escheatment of Plan assets without the express consent of, and direction from, the Plan Administrator.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as "Exhibit 1A" ("Services") in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as "Exhibit 1B".
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets,

unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.

4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will obtain Agency authorization and provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as "Exhibit 1C" ("Data"). It shall be the responsibility of the Agency to certify the accuracy, content and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for non performance of Services if such non performance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.
6. **Suspension of Contributions.** In the event contributions are suspended, either temporarily or permanently, prior to the complete discharge of PARS' obligations under this Agreement, PARS reserves the right to bill the Agency for Services under this Agreement at the rates indicated in PARS' standard fee schedule in effect at the time the services are provided, subject to the terms established in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with written notice of the subject services, terms, and an estimate of the fees therefore.
7. **Plan Distributions.** The Plan Administrator is responsible for notifying PARS of any Participant's eligibility for a distribution, and PARS accepts the Plan Administrator's contractual delegation of distribution processing and certain escheatment responsibilities. PARS is entitled to rely on, and is under no duty whatsoever to audit the efficacy of the Agency's procedures for identifying an employee's change-in-status or eligibility for a distribution.
8. **Non-Contribution Reports.** PARS prepares and submits a periodic Non-Contribution report to the Plan Administrator which includes all Participants who have received no new contributions for a period of time, as specified by the Plan Administrator. PARS is not obligated by law or otherwise to provide a Non-Contribution report and this report in

no way obligates PARS to generate distributions without specific instruction from the Agency's Plan Administrator as outlined in Section 7.

9. **Escheatment of Unclaimed Accounts.** PARS will administer the escheatment of Participant accounts which are deemed unclaimed pursuant to applicable state and federal laws, under the conditions further described in the provisions of this Agreement. It is acknowledged by the Agency and Plan Administrator that any escheatment duties that PARS has arise only as a result of contractual, not statutory, obligations that PARS accepts as a delegatee of the Plan Administrator, as contained in this Agreement. For the purposes of determining the timing of distributability under any unclaimed property law, a Participant account becomes "payable or distributable" as of the date on which the Plan Administrator notifies PARS, in an acceptable form of notification, of a change-in-status together with the proper authorization to commence the distribution process.
10. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
11. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
12. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation and similar matters.
13. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, employees, agents and attorneys, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of PARS' or Agency's, as the case may be, acts, errors or omissions with respect to the performance of their respective duties hereunder.
14. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan.

PARS shall observe and comply with federal, state and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

15. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
16. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by such cause, including but not limited to: any incidence of fire, flood, acts of God, acts of terrorism or war, commandeering of material, products, plants or facilities by the federal, state or local government, or a material act or omission by the other party.
17. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to, and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
18. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
19. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
 - (A) To PARS: PARS; 5141 California Avenue, Ste. 150; Irvine, CA 92617; Attention: President
 - (B) To Agency: Rancho Santiago Community College District; 2323 N. Broadway, #407, Santa Ana, CA 97206; Attention: Executive Vice Chancellor of HR & Ed ServicesNotices shall be deemed given on the date received by the addressee.
20. **Term of Agreement.** This Agreement will continue unchanged for successive twelve month periods from the date first above written, unless either party gives written notice to the other party of the intent to terminate upon ninety (90) days written notice.
21. **Amendment.** This Agreement may not be amended orally, but only by a written instrument executed by the parties hereto.

22. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
23. **Attorneys Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorney's fees.
24. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
25. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
26. **Effective Date.** This Agreement shall be effective and control the obligations and duties of the parties hereto as of the Initial Date.

AGENCY:

BY: _____

TITLE: Exec. Vice Chancellor of HR & Ed Services

DATE: _____

PARS:

BY: _____

TITLE: Chief Operating Officer

DATE: _____

EXHIBIT 1A

SERVICES

PARS will provide the following services for the Rancho Community College District Plan:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, benefit communication strategies, data reporting and contribution submission requirements;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan for review by Agency legal counsel, which must be reviewed and approved by the Agency, as demonstrated by the execution of this Agreement prior to the commencement of PARS services;
- (D) Upon Agency authorization, preparing and submitting application to the Internal Revenue Service for a determination that the Plan is qualified (the application fee for which shall be paid by the Agency).

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Trust Program ("Trustee"), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, including the allocation of employer and employee contributions, distributions, investment activity and expenses (if applicable) to individual Participant accounts, based upon information received from the Agency and/or Trustee;
- (C) Acting as ongoing liaison between the Participant and the Agency in regard to distribution payments, which shall include use by the Participants of toll-free telephone communication to PARS;
- (D) Coordinating the processing of Participant distribution payments pursuant to authorized written Agency certification of distribution eligibility, authorized direction by the Agency, the provisions further contained in this Agreement, and the provisions of the Plan;
- (E) Directing Trustee to make Participant distribution payments, pursuant to the Agency authorization provisions in this Agreement, and producing required tax filings regarding said distribution payments;
- (F) Notifying the Trustee of the amount of Plan assets available for further investment and management, or, the amount of Plan assets necessary to be liquidated in order to fund Participant distribution payments;
- (G) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope this Agreement;

- (H) Preparing and submitting a periodic Non-Contribution report which includes all Participants who have received no new contributions for a period of time as specified by the Plan Administrator, unless directed by the Agency otherwise. PARS is not obligated by law or otherwise to provide a Non-Contribution report and this report in no way obligates PARS to generate distributions without specific instruction from the Agency's Plan Administrator as outlined in Section 7 of this Agreement;
 - (I) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
 - (J) Preparing and submitting an annual report of Plan activity to the Agency;
 - (K) Preparing individual annual statements and mailing in bulk to the Agency, unless directed by the Agency otherwise;
 - (L) Preparing and submitting the Annual Report of Financial Transactions to the California State Controller, as required by law, for the PARS Trust Program, including the required certified audit of the PARS Trust.
3. Plan Compliance Services: Coordinating and preparing changes to the Trust, Plan and other associated legal documents required by federal and state agencies to keep the plan in compliance.
 4. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

EXHIBIT 1B
FEEES FOR SERVICES

1. PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

(A) A fee equal to the stated IRS application fees and legal fees related to any ongoing federal and/or state required Plan compliance changes. Such fees will not be charged to the Agency without prior authorization by the Plan Administrator.

(B) A distribution fee equal to \$20.00 per terminated Participant ("Distribution Fee"), which shall be deducted solely from the terminating Participant's account or paid by the Agency. Such fee will be effective January 1, 2010.

Distribution Fee Payment Option (Please select one option below):

- Distribution Fee shall be paid solely from the terminating Participant's account.
 Distribution Fee shall be paid by the Agency.

(C) An annual asset fee paid from Plan Assets or by the Agency based on the following schedule ("Asset Fee"):

<u>For Plan Assets from:</u>	<u>Annual Rate:</u>
\$1 to \$15,000,000	0.75%
\$15,000,001 to \$20,000,000	0.50%
\$20,000,001 and above	0.30%

Annual rates are prorated and paid monthly. The annual Asset Fee shall be calculated by the following formula [Annual Rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month within each asset range]. If the Asset Fee is taken from Plan Assets, the total Asset Fees due in a given month shall be allocated proportionately among Participants of the Agency's Plan in that month, based on account balance. Trustee and Investment Management Fees are not included.

Annual Asset Fee Payment Option (Please select one option below):

- Annual Asset Fee shall be paid by the Agency.
 Annual Asset Fee shall be paid from Plan Assets.

(D) A fee equal to the out of pocket costs charged to PARS by an outside contractor for formatting contribution data on to a suitable magnetic media, charged only if the contribution data received by PARS from the Agency is not on readable magnetic media ("Data Processing Fee").

EXHIBIT 1C

DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information:

1. **Contribution Data – readable magnetic media containing the following items of employee information related to the covered payroll period:**
 - (A) Agency name
 - (B) Employee's legal name
 - (C) Employee's social security number
 - (D) Payroll date
 - (E) Employer contribution amount
 - (F) Employee contribution amount
2. **Distribution Data – written Plan Administrator's (or authorized Designee's) direction to commence distribution processing, which contains the following items of Participant information:**
 - (A) Agency name
 - (B) Participant's legal name
 - (C) Participant's social security number
 - (D) Participant's address
 - (E) Participant's phone number
 - (F) Participant's birth date
 - (G) Participant's condition of eligibility
 - (H) Participant's effective date of eligibility
 - (I) Signed certification of distribution eligibility from the Plan Administrator, or authorized Designee
3. **Executed Legal Documents:**
 - (A) Certified Resolution
 - (B) Adoption Agreement
 - (C) Plan Document
 - (D) Trustee Investment Forms
4. **Other information requested by PARS**

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

To:	Board of Trustees	Date: October 26, 2009
Re:	Approval of Search Consultant and Timeline for Chancellor Search	
Action:	Request for Action	

BACKGROUND

On July 27, 2009, Chancellor Hernandez advised the Board of Trustees of his retirement on June 30, 2010. The Board ratified the Chancellor's retirement at the August 24, 2009 meeting. At that time the Board also considered proposals from four firms to assist in the search process for a new Chancellor. Action on those proposals was postponed until the October 26, 2009 meeting.

ANALYSIS

The four executive search firms that submitted proposals were 1) Association of Community College Trustees, 2) Community College Search Services, 3) Professional Personnel Leasing, Inc., and 4) Ralph Andersen & Associates. Subsequent to the August 24, 2009 meeting, a fifth proposal was received from MacNaughton Associates.

A recommended timeline for the search process is attached, which is intended to have a new Chancellor in place by July 1, 2010.

RECOMMENDATIONS

- 1) It is recommended that the Board of Trustees select an executive search firm to assist in the recruitment and selection process for a new Chancellor.
- 2) It is recommended that the Board of Trustees approve the timeline for the Chancellor search process and authorize the Executive Vice Chancellor of Human Resources and Educational Services to chair the screening committee and coordinate the recruitment and selection process with the selected search firm.

Fiscal Impact: \$28,000 - \$50,000	Board Date: October 26, 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: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	

Chancellor Search Timeline

A thorough search process will take approximately six months. If it is the board's interest to have the new chancellor start on July 1, 2010, the process would need to commence in November and conclude by May 1 in order to allow time for the successful candidate to conclude his/her current assignment and, if necessary, relocate to Orange County.

Using a July 1 start date, the following steps and target dates are recommended:

- **Retain Services of Search Consultant (November)**
The Human Resources office will refine the scope of work and finalize an agreement with the search consultant.
- **Develop Position Announcement (November – December)**
Input will be solicited from campus and community constituencies on the characteristics needed in the next chancellor. A position announcement will be drafted and approved by the board. The Human Resources department will work with the employee groups to appoint the screening committee, which should have balanced representation from both colleges and all campus constituencies.
- **Recruitment (January – May)**
The position will be advertized nationally and nominations will be solicited from community college leaders. It is recommended that applications be accepted until the position is filled, which will provide the screening committee and Board of Trustees with maximum flexibility.
- **Screening and Selection (March – April)**
The applications will be reviewed by the screening committee. Interviews will be conducted with the top candidates, and finalists will be selected and recommended to the board of trustees.
- **Board Interviews and Selection (April – May)**
The board will interview the finalists and select the new chancellor.
- **Transition (May – June)**
After the board selects the chancellor, the Human Resources department will assist in the finalization of the employment contract and any additional transition and relocation issues.

CONFERENCES

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
PARTNERS CONFERENCE

San Francisco, California – November 19-21, 2009
(Dr. Chapel will be attending this conference at no expense to
the district.)

1 Board Member
(R. David Chapel)

ORANGE COUNTY SCHOOLS BUSINESS ASSOCIATION
CONFERENCE

San Diego, California – December 3, 2009
(Dr. Chapel will be attending this conference at no expense to
the district.)

1 Board Member
(R. David Chapel)

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

To:	Board of Trustees	Date: October 26, 2009
Re:	Approval of Renewal of CJA Agreement: California Narcotics Officer Association (CNOA)	
Action:	Request for Approval	

BACKGROUND

For over ten (10) years the District has had a contractual relationship with CNOA. CNOA trains throughout the State of California and 95% of their courses are POST Certified. They conduct hundreds of classes annually for law enforcement officers at the city, county, state and federal levels. Presently CNOA generates about 190 FTES each year for Santa Ana College.

ANALYSIS

The renewal agreement would take effect November 16, 2009 and would generate 100,000 hours of training (190 FTES). The cost would be \$250,000 annually. We presently have \$250,000 budgeted for CNOA. Because the contract would only cover 8 months of fiscal year 09-10 there would be a need to increase the contract education account for CJA by approximately \$20,000. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve renewal of this CJA Agreement with the California Narcotics Officers Association (CNOA) in Valencia, California.

Fiscal Impact:	Approximately \$270,000-FY 2009-10	Board Date: October 26, 2009
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Edward Hernandez, Jr., Ed.D., Chancellor, RSCCD	

STANDARD INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With: California Narcotic Officer's Association (CNOA)

THIS AGREEMENT is entered into this 16th day of November, 2009

by and between the Rancho Santiago Community College District, 2323 North Broadway, Santa Ana, California 92706-1640 (District) and the **California Narcotic Officer's Association, 28245 Ave Crocker, Suite 230, Valencia, CA 91355** (Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code Section 78021, the Rancho Santiago Community College District desires to contract with Agency as an independent contractor to the District; and

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

WHEREAS, the public's interest, convenience and general welfare will be served by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services** - Agency's responsibility shall be to diligently furnish to the District the services and materials as set forth in Attachment A, hereby incorporated in this Agreement by this reference.

2. Student Attendance Records. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

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

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement.

It is the District's responsibility to insure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty, courses, and the students.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and fifty cents (\$2.50) per student contact hour, not to exceed 100,000 student contract hours per year.

2. The Agency shall invoice the District at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

4. 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.

5. Term. This Agreement shall be in effect for the period of November 16, 2009 through November 15, 2014, unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost of the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignments. This Agreement is personal and shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

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

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

California Narcotic Officer's Association (CNOA)
28245 Ave Crocker, Suite 230
Valencia, CA 91355
(661) 775-6962

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

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

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

hereto on the day and year first written above.

Agency: California Narcotic Officer's Association (CNOA)

District: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT *BBK*

By: _____

By: _____

Name: Clarence Stewart III

Name: Peter J. Hardash

Title: Executive Director

Title: Vice Chancellor,
Business Operations/Fiscal Services

Date: _____

Date: _____

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

California Narcotic Officer's Association (CNOA)

1. **Teaching Approved Curriculum:** All student contact hours submitted by **California Narcotic Officer's Association (CNOA)** to Rancho Santiago Community College District shall be part of a course of instruction that has either been approved by the college's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.
2. **Instructor Qualifications:** All student contact hours submitted by **California Narcotic Officer's Association (CNOA)** to Rancho Santiago Community College District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Criminal Justice Instructors. This expertise is furnished at the expense of **California Narcotic Officer's Association (CNOA)**. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.
3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.
4. **Enrollment of Students:** Rancho Santiago Community College District will supply current student enrollment forms to **California Narcotic Officer's Association (CNOA)**. **California Narcotic Officer's Association (CNOA)** will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and **California Narcotic Officer's Association (CNOA)** (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses** - The following is a partial list of applicable courses for contract instruction: Courses 2-72 hours in duration that are approved by the Criminal Justice Academies Coordinator and specific to Criminal Justice. And all other approved Criminal Justice related courses offered at Santa Ana College.

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44721	General Fund Unrestricted	776.35	0.00	776.35	92*0228172	92*0228174
44722	General Fund Unrestricted	14,227.75	0.00	14,227.75	92*0228175	92*0228177
44723	General Fund Unrestricted	28,488.00	0.00	28,488.00	92*0228178	92*0228205
44724	General Fund Unrestricted	35,273.00	0.00	35,273.00	92*0228206	92*0228233
44725	General Fund Unrestricted	28,101.00	0.00	28,101.00	92*0228234	92*0228261
44726	General Fund Unrestricted	35,126.00	0.00	35,126.00	92*0228262	92*0228289
44727	General Fund Unrestricted	29,040.00	0.00	29,040.00	92*0228290	92*0228317
44728	General Fund Unrestricted	29,449.00	0.00	29,449.00	92*0228318	92*0228345
44729	General Fund Unrestricted	24,486.00	0.00	24,486.00	92*0228346	92*0228373
44730	General Fund Unrestricted	28,906.00	0.00	28,906.00	92*0228374	92*0228401
44731	General Fund Unrestricted	28,397.00	0.00	28,397.00	92*0228402	92*0228429
44732	General Fund Unrestricted	24,746.00	0.00	24,746.00	92*0228430	92*0228457
44733	General Fund Unrestricted	27,515.00	0.00	27,515.00	92*0228458	92*0228485
44734	General Fund Unrestricted	28,045.00	0.00	28,045.00	92*0228486	92*0228513
44735	General Fund Unrestricted	28,736.00	0.00	28,736.00	92*0228514	92*0228541
44736	General Fund Unrestricted	26,472.00	0.00	26,472.00	92*0228542	92*0228569
44737	General Fund Unrestricted	27,679.00	0.00	27,679.00	92*0228570	92*0228597
44738	General Fund Unrestricted	27,476.00	0.00	27,476.00	92*0228598	92*0228625
44739	General Fund Unrestricted	23,272.00	0.00	23,272.00	92*0228626	92*0228653
44740	General Fund Unrestricted	5,322.00	0.00	5,322.00	92*0228654	92*0228659
44741	General Fund Unrestricted	2,679.32	0.00	2,679.32	92*0228660	92*0228660
44744	General Fund Unrestricted	12,394.72	0.00	12,394.72	92*0228663	92*0228663
44745	General Fund Unrestricted	1,338.00	0.00	1,338.00	92*0228664	92*0228664
44746	General Fund Unrestricted	464.14	0.00	464.14	92*0228665	92*0228668
44748	General Fund Unrestricted	3,253.77	0.00	3,253.77	92*0228674	92*0228675
44750	General Fund Unrestricted	11,543.91	0.00	11,543.91	92*0228678	92*0228680
44751	General Fund Unrestricted	1,185.37	0.00	1,185.37	92*0228681	92*0228682
44752	General Fund Unrestricted	13,119.01	0.00	13,119.01	92*0228683	92*0228686
44753	General Fund Unrestricted	19,020.00	0.00	19,020.00	92*0228687	92*0228687
44754	General Fund Unrestricted	779.70	0.00	779.70	92*0228688	92*0228689
44760	General Fund Unrestricted	3,421.06	0.00	3,421.06	92*0228702	92*0228705
44766	General Fund Unrestricted	1,288.73	0.00	1,288.73	92*0228735	92*0228739
44767	General Fund Unrestricted	47,879.84	0.00	47,879.84	92*0228740	92*0228742
44768	General Fund Unrestricted	3,904.80	0.00	3,904.80	92*0228743	92*0228744
44773	General Fund Unrestricted	2,552.44	0.00	2,552.44	92*0228770	92*0228774
44774	General Fund Unrestricted	6,269.78	0.00	6,269.78	92*0228775	92*0228776
44776	General Fund Unrestricted	387.18	0.00	387.18	92*0228782	92*0228783

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44779	General Fund Unrestricted	1,890.36	0.00	1,890.36	92*0228792	92*0228797
44780	General Fund Unrestricted	4,430.11	0.00	4,430.11	92*0228798	92*0228802
44784	General Fund Unrestricted	458.10	0.00	458.10	92*0228809	92*0228813
44787	General Fund Unrestricted	865.49	0.00	865.49	92*0228818	92*0228822
44790	General Fund Unrestricted	6,000.82	0.00	6,000.82	92*0228827	92*0228829
44791	General Fund Unrestricted	2,230.22	0.00	2,230.22	92*0228830	92*0228835
44792	General Fund Unrestricted	3,124.73	0.00	3,124.73	92*0228836	92*0228837
44793	General Fund Unrestricted	819.42	0.00	819.42	92*0228838	92*0228841
44798	General Fund Unrestricted	10,026.14	0.00	10,026.14	92*0228852	92*0228852
44799	General Fund Unrestricted	68,016.18	0.00	68,016.18	92*0228853	92*0228853
44801	General Fund Unrestricted	10,892.51	0.00	10,892.51	92*0228861	92*0228861
44802	General Fund Unrestricted	8,969.95	0.00	8,969.95	92*0228862	92*0228869
44804	General Fund Unrestricted	3,219.49	0.00	3,219.49	92*0228874	92*0228880
44805	General Fund Unrestricted	1,489.30	0.00	1,489.30	92*0228881	92*0228884
44807	General Fund Unrestricted	1,126.40	0.00	1,126.40	92*0228895	92*0228899
44808	General Fund Unrestricted	2,881 19	0.00	2,881 19	92*0228900	92*0228908
44809	General Fund Unrestricted	16,706.37	0.00	16,706.37	92*0228909	92*0228909
44810	General Fund Unrestricted	16,448.08	0.00	16,448.08	92*0228910	92*0228916
44811	General Fund Unrestricted	4,561 13	0.00	4,561 13	92*0228917	92*0228918
44816	General Fund Unrestricted	34,743.99	0.00	34,743.99	92*0228929	92*0228929
44817	General Fund Unrestricted	1,278.63	0.00	1,278.63	92*0228930	92*0228931
44818	General Fund Unrestricted	55,529.35	0.00	55,529.35	92*0228932	92*0228932
44819	General Fund Unrestricted	3,360.28	0.00	3,360.28	92*0228933	92*0228934
44820	General Fund Unrestricted	6,560.80	0.00	6,560.80	92*0228935	92*0228938
44821	General Fund Unrestricted	2,569.05	0.00	2,569.05	92*0228939	92*0228946
44822	General Fund Unrestricted	276.30	0.00	276.30	92*0228947	92*0228950
44823	General Fund Unrestricted	6,802.56	0.00	6,802.56	92*0228951	92*0228952
44824	General Fund Unrestricted	989.35	0.00	989.35	92*0228953	92*0228953
44825	General Fund Unrestricted	31 19	0.00	31 19	92*0228954	92*0228956
44829	General Fund Unrestricted	13,750.00	0.00	13,750.00	92*0228979	92*0228979
44831	General Fund Unrestricted	4,396.11	0.00	4,396.11	92*0228982	92*0228982
44839	General Fund Unrestricted	4,276.16	0.00	4,276.16	92*0229000	92*0229005
44840	General Fund Unrestricted	2,959.45	0.00	2,959.45	92*0229008	92*0229011
44843	General Fund Unrestricted	11,677.67	0.00	11,677.67	92*0229017	92*0229022
44844	General Fund Unrestricted	2,752.30	0.00	2,752.30	92*0229023	92*0229026
44855	General Fund Unrestricted	2,168.52	0.00	2,168.52	92*0229048	92*0229051
44856	General Fund Unrestricted	2,839.17	0.00	2,839.17	92*0229052	92*0229056

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44857	General Fund Unrestricted	680.63	0.00	680.63	92*0229057	92*0229058
44858	General Fund Unrestricted	1,711.35	0.00	1,711.35	92*0229059	92*0229065
44859	General Fund Unrestricted	105.00	0.00	105.00	92*0229066	92*0229068
44860	General Fund Unrestricted	4,298.69	0.00	4,298.69	92*0229069	92*0229072
44862	General Fund Unrestricted	245.70	0.00	245.70	92*0229078	92*0229078
44863	General Fund Unrestricted	8,665.03	0.00	8,665.03	92*0229080	92*0229086
44864	General Fund Unrestricted	5,239.11	0.00	5,239.11	92*0229087	92*0229089
44869	General Fund Unrestricted	557.70	0.00	557.70	92*0229095	92*0229100
44871	General Fund Unrestricted	1,869.73	0.00	1,869.73	92*0229102	92*0229106
44873	General Fund Unrestricted	865.44	0.00	865.44	92*0229109	92*0229109
44875	General Fund Unrestricted	7,334.64	0.00	7,334.64	92*0229117	92*0229125
44876	General Fund Unrestricted	3,627.00	0.00	3,627.00	92*0229126	92*0229133
44877	General Fund Unrestricted	33,774.59	0.00	33,774.59	92*0229134	92*0229137
44878	General Fund Unrestricted	465.92	0.00	465.92	92*0229138	92*0229138
44880	General Fund Unrestricted	12,469.89	0.00	12,469.89	92*0229141	92*0229141
44881	General Fund Unrestricted	215.33	0.00	215.33	92*0229144	92*0229144
44883	General Fund Unrestricted	2,346.82	0.00	2,346.82	92*0229153	92*0229160
44884	General Fund Unrestricted	5,577.24	0.00	5,577.24	92*0229161	92*0229162
44885	General Fund Unrestricted	642.95	0.00	642.95	92*0229163	92*0229165
Total Fund 11 General Fund Unrestricted		1,044,824.50	0.00	1,044,824.50		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44746	General Fund Restricted	149.40	0.00	149.40	92*0228667	92*0228667
44747	General Fund Restricted	765.36	0.00	765.36	92*0228669	92*0228673
44749	General Fund Restricted	563.05	0.00	563.05	92*0228676	92*0228677
44761	General Fund Restricted	440.80	0.00	440.80	92*0228706	92*0228708
44762	General Fund Restricted	1,250.00	0.00	1,250.00	92*0228709	92*0228718
44763	General Fund Restricted	875.00	0.00	875.00	92*0228719	92*0228725
44764	General Fund Restricted	450.00	0.00	450.00	92*0228726	92*0228731
44765	General Fund Restricted	2,054.57	0.00	2,054.57	92*0228732	92*0228734
44770	General Fund Restricted	825.00	0.00	825.00	92*0228746	92*0228752
44771	General Fund Restricted	875.00	0.00	875.00	92*0228753	92*0228759
44772	General Fund Restricted	1,225.00	0.00	1,225.00	92*0228760	92*0228769
44775	General Fund Restricted	696.60	0.00	696.60	92*0228777	92*0228781
44777	General Fund Restricted	109.86	0.00	109.86	92*0228784	92*0228787
44778	General Fund Restricted	524.12	0.00	524.12	92*0228788	92*0228791
44785	General Fund Restricted	8,339.08	0.00	8,339.08	92*0228814	92*0228815
44786	General Fund Restricted	2,948.03	0.00	2,948.03	92*0228816	92*0228817
44787	General Fund Restricted	324.99	0.00	324.99	92*0228821	92*0228821
44788	General Fund Restricted	16,139.06	0.00	16,139.06	92*0228823	92*0228824
44789	General Fund Restricted	1,575.56	0.00	1,575.56	92*0228825	92*0228826
44794	General Fund Restricted	651.95	0.00	651.95	92*0228842	92*0228843
44795	General Fund Restricted	4,634.97	0.00	4,634.97	92*0228844	92*0228846
44796	General Fund Restricted	7,683.35	0.00	7,683.35	92*0228847	92*0228849
44797	General Fund Restricted	2,186.64	0.00	2,186.64	92*0228850	92*0228851
44800	General Fund Restricted	279.25	0.00	279.25	92*0228854	92*0228860
44803	General Fund Restricted	13,687.91	0.00	13,687.91	92*0228870	92*0228873
44806	General Fund Restricted	2,296.98	0.00	2,296.98	92*0228885	92*0228894
44822	General Fund Restricted	992.70	0.00	992.70	92*0228948	92*0228949
44825	General Fund Restricted	395.83	0.00	395.83	92*0228955	92*0228959
44826	General Fund Restricted	11,878.80	0.00	11,878.80	92*0228960	92*0228966
44827	General Fund Restricted	18,974.45	0.00	18,974.45	92*0228967	92*0228971
44828	General Fund Restricted	3,740.69	0.00	3,740.69	92*0228972	92*0228978
44830	General Fund Restricted	6,473.74	0.00	6,473.74	92*0228980	92*0228981
44832	General Fund Restricted	4,695.96	0.00	4,695.96	92*0228983	92*0228988
44838	General Fund Restricted	833.42	0.00	833.42	92*0228996	92*0228999
44840	General Fund Restricted	98.96	0.00	98.96	92*0229006	92*0229007
44841	General Fund Restricted	935.68	0.00	935.68	92*0229012	92*0229012
44842	General Fund Restricted	670.46	0.00	670.46	92*0229013	92*0229016

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44861	General Fund Restricted	261.43	0.00	261.43	92*0229073	92*0229077
44862	General Fund Restricted	266.07	0.00	266.07	92*0229079	92*0229079
44870	General Fund Restricted	151.20	0.00	151.20	92*0229101	92*0229101
44872	General Fund Restricted	577.06	0.00	577.06	92*0229107	92*0229108
44874	General Fund Restricted	9,196.03	0.00	9,196.03	92*0229110	92*0229116
44879	General Fund Restricted	1,328.64	0.00	1,328.64	92*0229139	92*0229140
44881	General Fund Restricted	1,337.72	0.00	1,337.72	92*0229142	92*0229148
44882	General Fund Restricted	4,104.74	0.00	4,104.74	92*0229149	92*0229152
44883	General Fund Restricted	343.67	0.00	343.67	92*0229156	92*0229156
Total Fund 12 General Fund Restricted		<u><u>138,808.78</u></u>	<u><u>0.00</u></u>	<u><u>138,808.78</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44742	Child Development Fund	26.09	0.00	26.09	92*0228661	92*0228661
44755	Child Development Fund	2,396.71	0.00	2,396.71	92*0228690	92*0228693
44756	Child Development Fund	1,741.13	0.00	1,741.13	92*0228694	92*0228696
44759	Child Development Fund	721.61	0.00	721.61	92*0228700	92*0228701
44781	Child Development Fund	1,506.18	0.00	1,506.18	92*0228803	92*0228806
44782	Child Development Fund	245.66	0.00	245.66	92*0228807	92*0228807
44812	Child Development Fund	1,898.31	0.00	1,898.31	92*0228919	92*0228921
44833	Child Development Fund	189.16	0.00	189.16	92*0228989	92*0228989
44845	Child Development Fund	1,979.06	0.00	1,979.06	92*0229027	92*0229030
44846	Child Development Fund	565.59	0.00	565.59	92*0229031	92*0229034
44886	Child Development Fund	7,316.53	0.00	7,316.53	92*0229166	92*0229170
Total Fund 33 Child Development Fund		18,586.03	0.00	18,586.03		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44743	Capital Outlay Projects Fund	7,550.00	0.00	7,550.00	92*0228662	92*0228662
44758	Capital Outlay Projects Fund	4,500.00	0.00	4,500.00	92*0228699	92*0228699
44815	Capital Outlay Projects Fund	4,636.03	0.00	4,636.03	92*0228927	92*0228928
44835	Capital Outlay Projects Fund	75,323.45	0.00	75,323.45	92*0228991	92*0228992
44836	Capital Outlay Projects Fund	352,733.73	0.00	352,733.73	92*0228993	92*0228993
Angeles Contractor						
44837	Capital Outlay Projects Fund	12,390.00	0.00	12,390.00	92*0228994	92*0228995
44851	Capital Outlay Projects Fund	140,886.00	0.00	140,886.00	92*0229043	92*0229044
Angeles Contractor						
44852	Capital Outlay Projects Fund	5,799.49	0.00	5,799.49	92*0229045	92*0229045
44853	Capital Outlay Projects Fund	21,353.29	0.00	21,353.29	92*0229046	92*0229046
44854	Capital Outlay Projects Fund	63,063.94	0.00	63,063.94	92*0229047	92*0229047
Total Fund 41 Capital Outlay Projects Fu		688,235.93	0.00	688,235.93		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44757	Bond Fund, Measure E	90,370.50	0.00	90,370.50	92*0228697	92*0228698
44783	Bond Fund, Measure E	99,756.21	0.00	99,756.21	92*0228808	92*0228808
44813	Bond Fund, Measure E	7,426.64	0.00	7,426.64	92*0228922	92*0228924
44814	Bond Fund, Measure E	62,339.50	0.00	62,339.50	92*0228925	92*0228926
44834	Bond Fund, Measure E	246,075.62	0.00	246,075.62	92*0228990	92*0228990
Angeles Contractor						
44847	Bond Fund, Measure E	187,785.00	0.00	187,785.00	92*0229035	92*0229037
Mcmahon Steel Co Inc						
44848	Bond Fund, Measure E	228,253.50	0.00	228,253.50	92*0229038	92*0229038
Dominguez General Engr Inc						
44849	Bond Fund, Measure E	29,971.99	0.00	29,971.99	92*0229039	92*0229040
44850	Bond Fund, Measure E	88,462.12	0.00	88,462.12	92*0229041	92*0229042
44865	Bond Fund, Measure E	22,483.40	0.00	22,483.40	92*0229090	92*0229091
44866	Bond Fund, Measure E	129,700.00	0.00	129,700.00	92*0229092	92*0229092
JM Farnan Co Inc						
44887	Bond Fund, Measure E	70,272.36	0.00	70,272.36	92*0229171	92*0229171
44888	Bond Fund, Measure E	6,462.20	0.00	6,462.20	92*0229172	92*0229173
Total Fund 42 Bond Fund, Measure E		<u>1,269,359.04</u>	<u>0.00</u>	<u>1,269,359.04</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
44867	Property and Liability Fund	4,080.00	0.00	4,080.00	92*0229093	92*0229093
Total Fund 61 Property and Liability Fund		<u><u>4,080.00</u></u>	<u><u>0.00</u></u>	<u><u>4,080.00</u></u>		

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
44868	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0229094	92*0229094
Total Fund 62 Workers' Compensation Fu		<u><u>1,837.50</u></u>	<u><u>0.00</u></u>	<u><u>1,837.50</u></u>		

44769	Student Financial Aid Fund	1,170.00	0.00	1,170.00	92*0228745	92*0228745
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Total Fund 74 Student Financial Aid Fund	<u>1,170.00</u>	<u>0.00</u>	<u>1,170.00</u>
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SUMMARY

Total Fund 11 General Fund Unrestricted	1,044,824.50
Total Fund 12 General Fund Restricted	138,808.78
Total Fund 33 Child Development Fund	18,586.03
Total Fund 41 Capital Outlay Projects Fund	688,235.93
Total Fund 42 Bond Fund, Measure E	1,269,359.04
Total Fund 61 Property and Liability Fund	4,080.00
Total Fund 62 Workers' Compensation Fund	1,837.50
Total Fund 74 Student Financial Aid Fund	1,170.00
Grand Total:	<u><u>3,166,901.78</u></u>

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

To:	Board of Trustees	Date: October 26, 2009
Re:	Approval of Amendment No. One (1) – Santa Ana College Sprint/Nextel Lease	
Action:	Request for Approval	

BACKGROUND:

The District has an existing lease agreement with Sprint/Nextel, dated February 27, 2001, for the lease of a portion of the roof on Dunlap Hall at Santa Ana College. Sprint/Nextel is authorized under the existing lease to erect communications equipment and related support equipment for their wireless communications system.

ANALYSIS:

Sprint/Nextel has requested authorization to install additional equipment on the Dunlap Hall roof including three (3), two (2) foot diameter microwave dishes. These dishes shall be installed on existing antennae support columns and/or antenna panels. The total scope of work is described in the attached addendum No. one and as noted on drawing sheet A-2.

Since this scope of work exceeds the equipment allowed in the original lease agreement, the Facility Planning Department has negotiated increased compensation in the amount of \$300/month. The existing contract generated \$1910.78/month in 2009 (including utilities). With approval of Amendment No. One (1), the new monthly total will be \$2210.78/month or \$26,529.36/year.

The president of Santa Ana College has reviewed and approved the additional work on Dunlap Hall as proposed by Sprint/Nextel.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Sprint/Nextel Amendment No. One (1) at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: October 26, 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	

AMENDMENT NO. ONE TO COMMUNICATIONS SITE LEASE AGREEMENT (BUILDING)

This Amendment No. One to Communications Site Lease Agreement (Building) ("Amendment"), effective as of the date last signed below ("**Effective Date**"), amends a certain Communications Site Lease Agreement (Building) between Nextel of California ("**Tenant**") and Rancho Santiago Community College District ("**Landlord**"), dated February 27, 2001 (the "**Agreement**").

BACKGROUND

Pursuant to a Communications Site Lease dated February 27, 2001 ("**Lease**"), Landlord leased Tenant a certain portion located at 1530 W. 17th Street, Building D, City of Santa Ana, County of Orange State of California as more particularly described in Exhibit B to the Agreement ("**Premises**")

Tenant and Landlord therefore desire to modify the provisions of the Agreement as provided below.

AGREEMENT

For good and valuable consideration the receipt and sufficiency of which is acknowledged, Owner and Tenant agree as follows:

1. **Modification to the Facilities.** Exhibit B of the Agreement is amended to include the revised Exhibit B, consisting of lease drawings labeled Exhibit B a copy of which is attached and made a part hereof. Upon full execution of this Amendment, Tenant is permitted to do all work necessary to prepare, maintain and alter the Site to install, modify or otherwise relocate the Facilities, , all as more fully described and contemplated in Exhibit B.
2. **Assignment and Subletting.** Add to Section 15 of the Agreement :

(C) "Tenant has the right to sublease, sublicense (or otherwise transfer or allow the use of) all or any portion of the Site or assign its rights under this Agreement without notice to or consent of Owner to Clearwire or its affiliates and subsidiaries."
3. **Expiration or Termination of Sublease.** If Tenant's sublessee or sublicensee (i) does not install, construct or add equipment to the Site, or (ii) installs equipment, but later removes the equipment, then upon written notice to Owner, Tenant may terminate this Amendment. After terminating the Amendment, the terms and conditions of the Agreement as they existed immediately prior to the Effective Date of this Amendment shall be deemed ratified, and shall continue in full force and effect. Rent shall revert to the amount in effect immediately prior to the Effective Date of this Amendment, plus any rental increases, including annual escalators or rent increases due to other site modifications made by Tenant, which occurred during the period of time between the Effective Date of this Amendment and the termination date of this Amendment.
4. **Modification to Rent.** In consideration for the revisions contemplated by this Amendment, effective upon the first day of the month following the date the Facilities are modified, the monthly rent will be increased by \$300.00

5. **Tenant's Notice Address.** Tenant's notice address in Section 32 of the Agreement is hereby deleted in its entirety and replaced with the following:

Sprint/Nextel Property Services
Mailstop KSOPHT0101-Z2650
6391 Sprint Parkway
Overland Park, Kansas 66251-2650

With a mandatory copy to:

Sprint/Nextel Law Department
Mailstop KSOPHT0101-Z2020
6391 Sprint Parkway
Overland Park, Kansas 66251-2020
Attn.: Real Estate Attorney"

6. **General Terms and Conditions.**

(a) All capitalized terms used in this Amendment, unless otherwise defined herein, will have the same meaning as the terms contained in the Agreement.

(b) In case of any inconsistencies between the terms and conditions contained in the Agreement and the terms and conditions contained in this Amendment, the terms and conditions herein will control. Except as set forth below, all provisions of the Agreement are ratified and remain unchanged and in full force and effect.

(c) This Amendment may be executed in duplicate counterparts, each of which will be deemed an original.

(d) Each of the parties represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Amendment.

SIGNATURES ON FOLLOWING PAGE

The parties have executed this Amendment as of the Effective Date.

Owner:
Rancho Santiago Community College District

Tenant:
Nextel of California

By: _____

By: _____

Name: **Peter J. Hardash**

Name: _____

Title: **Vice Chancellor**

Title: _____

Date: **(Date must be completed)**

Date: **(Date must be completed)**

Exhibit B

[see attached]

Sprint
 4001 BROADWAY
 SUITE 1000
 OMAHA, NE 68102

POD
 PERMANENT DESIGN GROUP
 1000 BROADWAY
 SUITE 1000
 OMAHA, NE 68102

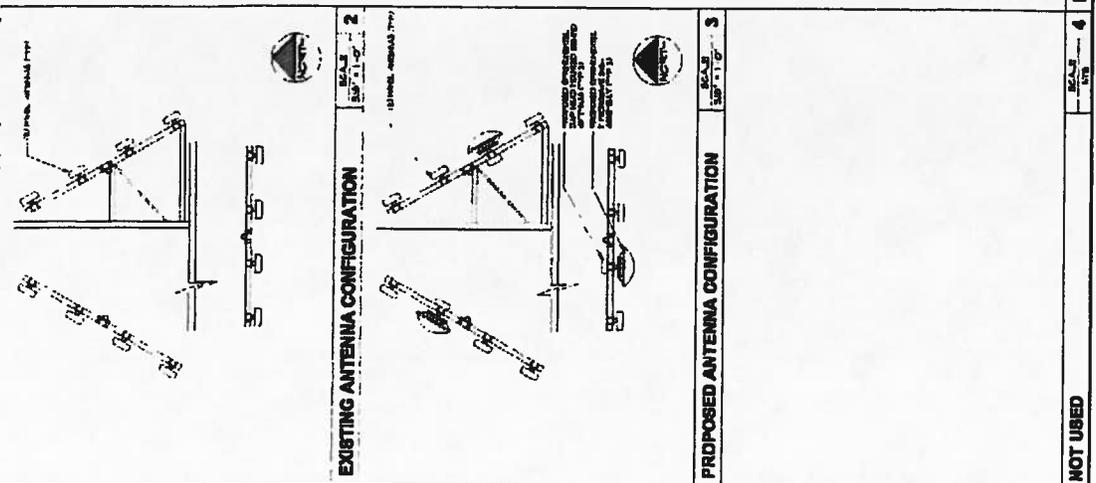
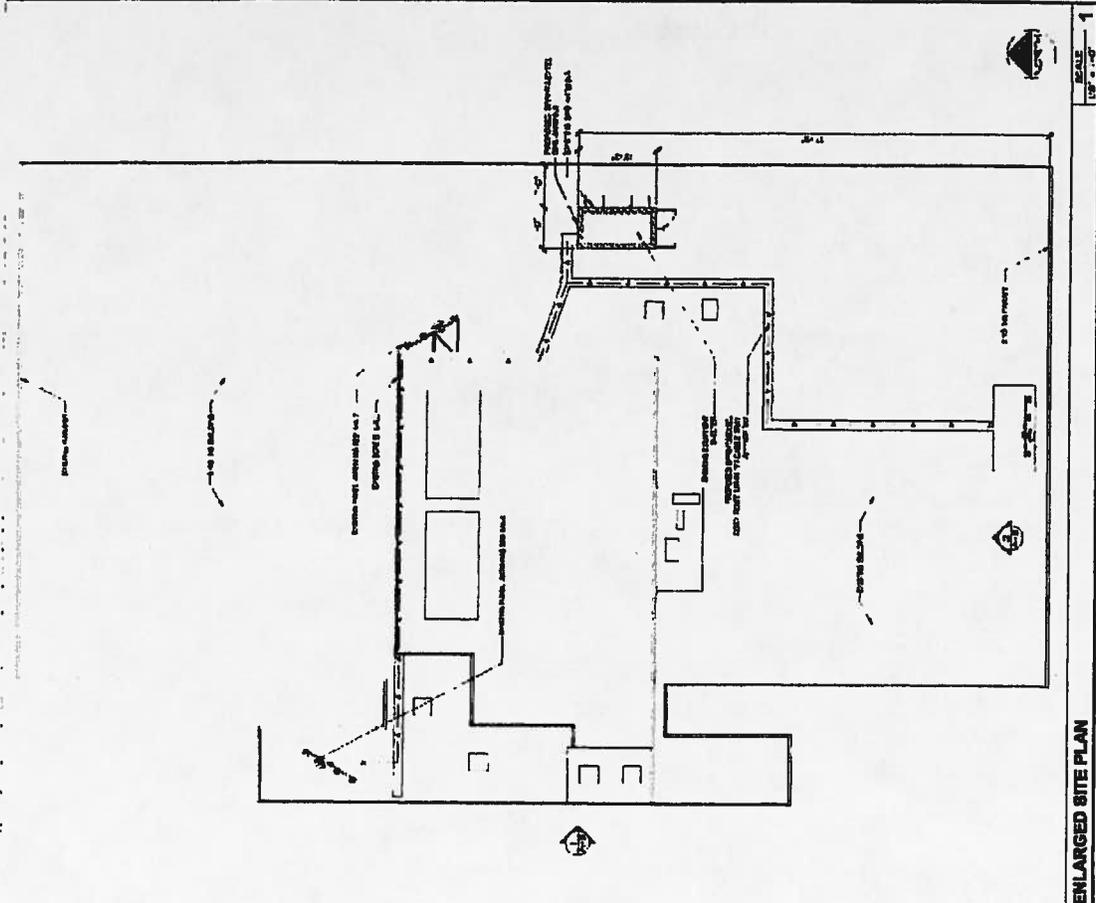
RLS
 REGISTERED LAND SURVEYOR
 1000 BROADWAY
 SUITE 1000
 OMAHA, NE 68102

NO.	DATE	DESCRIPTION	BY	CHKD.
1	10/12/09	ISSUED FOR PERMIT	RLS	RLS
2	10/12/09	ISSUED FOR PERMIT	RLS	RLS

CAY7001 (WIMAX)
CH-ORCS280-A
 1800 WEST 17TH AVENUE
 DENVER, CO, 80202

ENLARGED SITE PLAN, EQUIPMENT PLAN, & ANTENNA CONFIGURATION

A-2



NOT USED **4** ENLARGED SITE PLAN

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

To:	Board of Trustees	Date: October 26, 2009
Re:	Approval of Southern California Edison Company Electrical Facilities at SCC Maintenance & Operations Building	
Action:	Request for Approval	

BACKGROUND:

As a part of the completion of the Maintenance & Operations Building at SCC, additional electrical facilities are required and to be provided by Southern California Edison Company.

ANALYSIS:

The facilities Planning office has obtained a proposal from Southern California Edison to install a 12 KV electrical meter for \$25,149.02 and provide additional electrical service to meet the Maintenance & Operations Building requirements for \$5,532.78. These cost are SCE estimates and the actual amounts will be determined after the work has been completed.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional electrical service as presented.

Fiscal Impact:	\$ 30,681.80, estimated	Board Date: October 26, 2009
Prepared by:	Darryl 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	

SOUTHERN CALIFORNIA EDISON COMPANY
ADDED FACILITIES AGREEMENT
APPLICANT FINANCED

Rancho Santiago Community College Distrist / Santiago Canyon College

("Applicant") and Southern California Edison Company ("SCE"), referred to collectively as "Parties" and individually as "Party", agree, as an accommodation to the Applicant, that SCE shall install the electric facilities described in Exhibit A, and hereinafter referred to as "Added Facilities", the cost of which shall be borne by the Applicant and which will be located at the service address as shown in Exhibit A. Added Facilities are defined in SCE's Rule 2.H as those which are in addition to, or in substitution for the standard facilities SCE would normally install to provide electric service. The Parties agree as follows:

1. Applicant shall pay to SCE in advance of construction by SCE for the Applicant-Financed Added Facilities, the estimated Total Installed Cost of said Added Facilities, as set forth in Exhibit A. If applicable, said cost shall include the estimated Income Tax Component of Contributions (ITCC), pursuant to SCE's Preliminary Statement as filed with the California Public Utilities Commission ("Commission") and the one-time cost to rearrange existing facilities and/or to provide facilities normally installed by the Applicant.
2. In addition to the payment required under Paragraph 1, the Applicant shall also pay a charge based on the Added Facilities investment in Applicant-Financed Added Facilities, pursuant to SCE's Rule 2.H as filed with the Commission and as changed from time to time by the Commission. The charge for Applicant-Financed Added Facilities is based upon the Added Facilities investment and the replacement coverage option selected by the Applicant, as follows:
 - (a) Replacement Coverage. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE, at SCE's sole option, either (SCE to select one):
 - (1) A Monthly Charge based upon .51% times the Added Facilities investment as set forth in Exhibit A.
 - (2) A One-Time Payment representing the present worth of the Monthly Charge (N/A per month) for the Added Facilities in perpetuity as set forth in Exhibit A.
 - (b) Replacement Coverage with 20 year Term. The Added Facilities investment amount used as the basis for determining the charge Applicant pays SCE shall not be adjusted for a term of 20 years whenever Added Facilities are replaced as set forth in Paragraph 12(a). Under this option, Applicant shall pay to SCE a Monthly Charge based upon .40% times the Added Facilities investment as set forth in Exhibit A. At the end of the 20 year term, this Agreement terminates in accordance with the provisions of Paragraph 16. If Applicant wants to continue being served from the Added Facilities, Applicant must sign a new Added Facilities Agreement. The new Added Facilities investment amount will be determined on a reconstruction cost new less depreciation (RCNLD) basis.
 - (c) Without Replacement Coverage. The Added Facilities investment amount used in determining the charge Applicant pays SCE shall be adjusted whenever Added Facilities are replaced as set forth in Paragraph 12(b) and (c). Under this option, Applicant shall pay SCE a Monthly Charge based on .38% times the Added Facilities investment as set forth in Exhibit A.
3. The costs and charges paid by Applicant pursuant to Paragraphs 1 and 2 will normally be based upon estimated costs. When the recorded book costs have been determined by SCE, the charges may be based upon such recorded costs and adjusted retroactively to the date when service was first rendered by means of such Added Facilities. Additional charges resulting from such adjustments will, unless other terms are mutually agreed upon, be payable within thirty (30) days from the date of presentation of a bill therefore. Any credits resulting from such adjustments will, unless other terms are mutually agreed upon, be refunded to Applicant.
4. When SCE elects to provide Added Facilities hereunder on a recorded book cost basis, SCE has the right to revise its estimated costs and bill Applicant using such revised estimated costs during the period preceding determination of the recorded book costs. SCE shall indicate such revisions on Exhibit A or a superseding Exhibit A and provide a copy to Applicant. SCE shall commence billing the charge paid by Applicant pursuant to Paragraph 2 above using such revised estimate not earlier than thirty (30) days from the date the revised estimate is provided to Applicant.

5. The Monthly Charge to be paid by Applicant pursuant to Paragraph 2 above, as determined in Exhibit A, shall automatically increase or decrease without formal amendment to this Agreement if the Commission subsequently authorizes a higher or lower percentage rate in the calculation of the costs of ownership for Added Facilities as stated in Rule 2.H, effective with the date of such authorization. Further, the revised costs of ownership shall also be used to determine the unamortized balance of the One-Time Payment due to termination of service, termination of this Agreement, or otherwise, as provided in Paragraph 16 (a).
6. Where it is necessary to install Added Facilities on Applicant's property, Applicant hereby grants to SCE (a) the right to make such installation on Applicant's property including installation of a line extension along the shortest practical route thereon and (b) the right of ingress to and egress from Applicant's property as determined by SCE in its sole discretion for any purpose connected with the operation and maintenance of the Added Facilities. Applicant shall provide rights-of-way or easements of sufficient space to provide legal clearance from all structures now or hereafter erected on Applicant's property for any facilities of SCE.
7. Where formal rights-of-way or easements are required in, on, under, or over Applicant's property or the property of others for the installation of the Added Facilities, SCE shall not be obligated to install the Added Facilities unless and until any necessary permanent rights-of-way or easements, satisfactory to SCE, are granted without cost to SCE. Upon termination of this Agreement in accordance with Paragraph 16, SCE will quitclaim all easements and rights of way in, on, under, and over Applicant's property which are, as determined by SCE in its sole discretion, no longer required by SCE due to the removal of its Added Facilities.
8. SCE shall not be responsible for any delay in completion of the installation of the Added Facilities resulting from shortage of labor or materials, strike, labor disturbances, war, riot, weather conditions, governmental rule, regulation or order, including orders or judgments of any court or commission, delay in obtaining necessary rights-of-way and easements, act of God, or any other cause or condition beyond control of SCE. SCE shall have the right in the event it is unable to obtain materials or labor for all of its construction requirements, to allocate materials and labor to construction projects which it deems, in its sole discretion, most important to serve the needs of its customers, and any delay in construction hereunder resulting from such allocation shall be deemed to be a cause beyond SCE's control.
9. Added Facilities provided hereunder shall at all times remain the property of SCE.
10. This Agreement supplements the appropriate application and contract(s) for electric service presently in effect between the Parties.
11. If it becomes necessary for SCE to alter or rearrange the Added Facilities including, but not limited to, the conversion of overhead facilities to underground, Applicant shall be notified of such necessity and shall be given the option to either terminate this Agreement in accordance with Paragraphs 13 and 16, or to pay to SCE additional charges consisting of:
 - (a) The cost to remove any portion of the Added Facilities which is no longer necessary because of alteration or rearrangement, such charge to be determined in the same manner as described in Paragraph 16; plus
 - (b) An additional payment, ITCC, and/or one-time cost, if any, for any new Added Facilities requested which shall be determined in the same manner as described in Paragraphs 1 and 2; plus
 - (c) A revised Paragraph 2 charge based on the total net additional installed cost of all new and remaining Added Facilities. Such revised charge shall be determined in the same manner as described in Paragraphs 1 and 2.
12.
 - (a) Whenever Added Facilities are replaced due to damage (caused by other than the Applicant's intentional or negligent conduct) or equipment failure and Applicant has selected replacement coverage pursuant to Paragraph 2 (a) or Paragraph 2 (b), such replacement will be at SCE's expense with no change in the Added Facilities investment amount.
 - (b) Whenever Added Facilities are replaced due to damage or equipment failure and Applicant has selected no replacement coverage pursuant to Paragraph 2 (c), such replacement will be made by SCE at the Applicant's expense, including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. If such replacement results in a change in the Added Facilities investment, the Monthly Charge will be adjusted based on the revised added investment effective with the date the replaced Added Facilities are first available. Except that, where a replacement of Added Facilities is required for SCE's operating convenience or necessity or because of damage caused by the sole negligence or willful act of SCE, no increase will be made in the Added Facilities investment amount or the Monthly Charge.
 - (c) Whenever Added Facilities are replaced due to Applicant's increased load or damage caused by the Applicant's intentional or negligent conduct, such replacement will be made by SCE at the Applicant's expense including any applicable ITCC. Charges will be payable by the Applicant to SCE within thirty (30) days from the date of presentation of a bill. Additionally, the Applicant's Monthly Charge pursuant to Paragraph 2 will be adjusted based on the revised added investment resulting from such replacement and will be effective with the date the replaced Added Facilities are first available.

13. This Agreement shall remain in effect until terminated by either party on at least thirty (30) days' advance written notice. Applicant shall pay all costs incurred to the date of termination pursuant to Paragraph 16 including charges for any engineering, surveying, right-of-way and easement acquisition expenses and other associated expenses incurred by SCE for that portion of the Added Facilities not installed.
14. SCE has the right to charge Applicant under the terms and conditions of this Agreement commencing with the date SCE, in its sole opinion, is ready to serve or commencing with the ready to serve date requested by Applicant, whichever is later.
15. Construction of the Added Facilities shall not commence prior to receipt by SCE of appropriate rights of way and/or easements, and applicant's payment of all monies due as described in Paragraphs 1 and 2(a)(2).
16. Upon discontinuance of the use of any Added Facilities due to termination of service, termination of this Agreement, or otherwise:
 - (a) Applicant shall pay to SCE on demand (in addition to all other monies to which SCE may be legally entitled by virtue of such termination) a facility termination charge defined as the removal cost, less the salvage value for the Added Facilities to be removed. Commencing in the sixteenth (16) year after the date service is first rendered by means of Added Facilities, 20 percent of the termination charge shall be subtracted from that charge each year until the total charge is zero.
 - (b) SCE shall be entitled to remove and shall have a reasonable time in which to remove any portion of the Added Facilities located on the Applicant's property.
 - (c) SCE may, at its option, alter, rearrange, convey, or retain in place any portion of the Added Facilities located off Applicant's property. Where all or any portion of the Added Facilities located off Applicant's property are retained in place and used by SCE to provide permanent service to other customers, the facility termination charge described in Paragraph 16(a) shall be reduced by the installed cost of the retained facilities.
17. Applicant may assign this Agreement only with SCE's written consent. Such consent will not unreasonably be withheld. Furthermore, such assignment shall be deemed to include, unless otherwise specified therein, all of Applicant's rights to any refunds which might become due upon discontinuance of the use of any Added Facilities.
18. This Agreement shall, at all times be subject to changes or modifications as the Commission may, from time to time, direct in the exercise of its jurisdiction.
19. In witness whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representatives/agents. This Agreement is effective as of the last date set forth below.

Rancho Santiago Community College District
 APPLICANT

SOUTHERN CALIFORNIA EDISON COMPANY

BY: _____

BY: _____

NAME: Peter J. Hardash

NAME: _____

TITLE: Vice Chancellor

TITLE: _____

DATE SIGNED: _____

DATE SIGNED: _____

A.F No. 034-1728-88

SOUTHERN CALIFORNIA EDISON COMPANY
EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

A. F. NO. 034-1728-88

APPLICANT Rancho Santiago Community College Distrist / Santiago Canyon College

SERVICE ADDRESS 8045 E. Chapman , Orange 92869

APPLICANT REQUESTED READY TO SERVE DATE _____

All Estimated Costs Shown in this Exhibit "A" (SCE to Select One):

are not binding estimates (final billing based on recorded costs), or

are binding estimates valid for Added Facilities completed on or before _____

DESCRIPTION OF ADDED FACILITIES

1 - 225 KVA , 12 kv to 480 V Xfmr , P5581129

175' 3/C #2 Primary Cable

Note , Customer to provide service cable.

Original Estimated Demand _____ kVA

W.O. No(s) _____

DESCRIPTION OF ONE-TIME COSTS (Paragraph 1)

W.O. No(s) _____

5.3 (6)

EXHIBIT "A"
APPLICANT FINANCED ADDED FACILITIES

SCE's Actual Ready to Serve Date _____

APPLICANT INITIALS & DATE _____
(Original Estimate Only)

ORIGINAL ESTIMATE
DATE 9/10/2009

AMENDMENT
DATE _____

A) TOTAL INSTALLED ADDED FACILITIES COST
(Paragraph 1)

\$25,149.02

B) ITCC (Paragraph 1) (A X 22 %)

\$5,532.78

(R)

C) ONE-TIME PAYMENT OPTION
OWNERSHIP COST ONLY [Paragraph 2(a)(2)]

N/A

D) ONE TIME COSTS INCLUDING ITCC
(Paragraph 1)

N/A

E) TOTAL CUSTOMER ADVANCE (A + B + C + D)

\$30,681.80

F) MONTHLY ADDED FACILITIES CHARGE
(Paragraph 2) (A X .51 %)

\$128.26

AMENDMENT
DATE _____

FINAL RECORDED COSTS
DATE _____

A) TOTAL INSTALLED ADDED FACILITIES COST
(Paragraph 1)

B) ITCC (Paragraph 1) (A X 22 %)

(R)

C) ONE-TIME PAYMENT OPTION
OWNERSHIP ONLY [Paragraph 2(a)(2)]

D) ONE TIME COSTS INCLUDING ITCC
(Paragraph 1)

E) TOTAL CUSTOMER ADVANCE (A + B + C + D)

F) MONTHLY ADDED FACILITIES CHARGE
(Paragraph 2) (A X _____ %)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To: Board of Trustees	Date: October 26, 2009
Re: Approval of CMAS Contract to Accuvant, Inc.	
Action: Request for Approval	

BACKGROUND

The District has outgrown its present Internet connection and firewall/intrusion prevention system beyond the design limitation. The existing equipment does not have the capacity to accommodate the extra bandwidth of data to handle the District's internet traffic. Therefore, it's crucial that the District replaces its existing system.

With updated equipment, the District can consolidate functions in one set of boxes, firewall, packet shaping and intrusion prevention, while increasing capacity to allow full use of our Internet connections and make easier and effective for staff to manage. Two systems will be needed to provide redundancy in case of hardware problems and to allow maintenance without causing interruption in service.

Accuvant, Inc. was selected to provide the new equipment and services which can be purchased under a California Multiple Award Schedule (CMAS) contract. To utilize this contract, Board approval is required.

ANALYSIS

Over the past year, the ITS Department has reviewed trade publications to help identify the right equipment that would meet the District's needs. Tests were performed on the better equipment that can replace our present equipment. The result of the tests produced a clear winner, a Palo Alto Networks PA-4020 combination Firewall, Packet Shaper and Intrusion Prevention System. This system is less expensive than the competition and also less expensive than the separate devices that perform each function while being a leader in handling the bandwidth, or capacity, that the District requires.

The desirable features of the chosen product are:

- Modern management interface, using any web browser; the product and all of its features, can be managed by ITS staff.
- Enough performance to handle our current capability; we have a 45mbps connect to the internet and a new 1000mbps connection to the internet. This box provides 2000mbps of performance.
- Scan incoming network traffic for viruses, trojans and attack signatures to better protect the district network.
- Ability to selectively block adult and other problem web sites based on the user, user group or internal network the user is on. This will help us to reduce temptation in our labs and classrooms while still allowing full academic freedom where appropriate. This feature will only be used where requested.

- The feature of running a pair of these firewalls together in an active/passive arrangement. This allows uninterrupted access to the Internet in the event of hardware failure or system maintenance.
- Much less expensive and much easier to manage than the several individual component systems to perform the same functions.

Procurement of the new combination firewall, packet shaper and intrusion prevention system is available through one of the District's long-standing procurement mechanisms, the California Multiple Award Schedule (CMAS). This contract will allow the District to purchase the equipment and services including hardware replacement/repair, software maintenance, technical support, related licenses, anti-virus software and web content filtering in accordance with the terms and conditions negotiated by the State of California. For this particular purchase, the CMAS discount is 6% off manufacturer list price plus an additional 11% educational discount offered by the vendor, Accuvant, Inc.

Attached are excerpts related to CMAS contract #3-09-70-2428M and the vendor's proposal. This contract meets all the state legal requirements for California community colleges to utilize and is good through September 30, 2012. Also, this contract can be used for future purchases as well. The complete contract is available in the Purchasing Department for review.

The District wide Technology Advisory Group (TAG) has reviewed and supports this upgrade. The cost has been budgeted by the ITS Department.

RECOMMENDATION

It is recommended that the Board of Trustees approve the use of the California Multiple Award Schedule Contract #3-09-70-2428M and all future contract extensions, supplements and modifications offered by Accuvant, Inc., as presented.

Fiscal Impact:	\$91,309.00	Board Date: October 26, 2009
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor of Information Technology Services 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	

DGS

Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

State of California
MULTIPLE AWARD SCHEDULE
Accuvant, Inc.

3-09-70-2428M -	Brand-Infoblox Data Commun-Network Mgmt IT Security-Network Network-Sys Software-Data Commun Mgmt Software-Network
-----------------	---

(Above descriptions for marketing purposes only. Review contract for products/services available.)

CONTRACT NUMBER:	3-09-70-2428M
CMAS TERM DATES:	3/10/2009 through 9/30/2012
DISTRIBUTION:	STATEWIDE

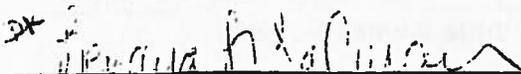
NOTICE: Products and/or services on this CMAS contract may be available on a mandatory Strategically Sourced (CSSI) Contract. If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the CSSI Contract User Instructions. Information regarding CSSI contracts can be obtained at the website: www.pd.dgs.ca.gov/stratsourcing. This requirement is not applicable to local government entities.

ANY REFERENCE TO A SPECIFIC MANUFACTURER'S OR PUBLISHER'S WARRANTY OR TERMS AND CONDITIONS AS SHOWN IN THE BASE EC AMERICA, INC. GSA SCHEDULE ARE NOT APPLICABLE TO THIS CMAS CONTRACT

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated July 2006.

Agency non-compliance with the requirements of this contract may result in the loss of delegated authority to use the CMAS program.

Contractor non-compliance with the requirements of this contract may result in contract termination.

dx


LENAYA L. SALMAN, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **3/10/2009**

DGS

Department of General Services
Procurement Division
707 Third Street, 2nd Floor, MS 202
West Sacramento, CA 95605-2811

State of California
**MULTIPLE AWARD SCHEDULE
SUPPLEMENT No. 1
Accuvant, Inc.**

3-09-70-2428M - Brand-Infoblox
Brand-Palo Alto Networks
- Data Commun-Network Mgmt
Firewall-Network Security
Internet-Security
- Network-Sys
Security-Access Control System
Security-IT Hardware
- Software-Data Commun Mgmt
Software-Internet Security
Software-Internet Tool
- Software-Network

(Above descriptions for marketing purposes only. Review contract for products/services available.)

CONTRACT NUMBER: 3-09-70-2428M

CMAS TERM DATES: 3/10/2009 through 9/30/2012

DISTRIBUTION: STATEWIDE

The purpose of this contract supplement is to incorporate the following changes:

- 1) Add Palo Alto Networks to the list of brands offered to the State under this CMAS contract. Accuvant, Inc. is authorized to resell and provide installation, maintenance and repair and training. Services not provided by Accuvant, Inc. will be provided by Palo Alto Networks.
- 2) Add Brand-Palo Alto Networks, Firewall-Network Security, Internet Security, Security-Access Control System, Security-IT Hardware, Software-Internet Security and Software-Internet Tool to the list of product & service codes.

All other terms and conditions and provisions of the contract remain unchanged.

Bruce Fong Effective Date. **9/1/2009**
BRUCE FONG, Program Analyst, California Multiple Award Schedules Unit

ACCUVANT

Quote

Date 9/1/2009
Quote # QT-52558

For ordering: please fax/email purchase order directly to Account Manager listed below.
For payment: please send payment to: Accuvant Inc PO Box 677530 Dallas, TX
75267-7530

David Quinn
RSCCD
2323 N. Broadway
Santa Ana CA 92706-1640

David Quinn
RSCCD
2323 N. Broadway
Santa Ana CA 92706-1640

Expires 10/30/2009
Terms Net 30
Account Manager Scott Bigham
Acct Mgr Phone (951) 817-1240
Acct Mgr Fax (310) 356-3250
Acct Mgr E-mail sbigham@accuvant.com

PAN-PA-4020	2	Palo Alto Networks PA-4020	29,400.00	58,800.00
PAN-SVC-PREM-4020	2	Premium support year 1, PA-4020 (hardware advanced replacement, software maintenance, 8x5 + after hours tech support)	5,400.00	10,800.00
PAN-PA-4020-TP-HA2	2	Threat prevention subscription for device in an HA pair year 1, PA-4020	4,116.00	8,232.00
PAN-PA-4020-URL2-H A2	2	URL filtering subscription for device in an HA pair year 1, PA-4020	4,116.00	8,232.00
Sales Tax	1	Estimated Sales Tax - Calculated on hardware @ 8.75%	5,145.00	5,145.00
Shipping	1	Shipping and Handling - estimated conservatively	100.00	100.00

CMAS Contract 3-09-70-2428M, expires 09/30/2012

Total \$91,309.00

- This quote is confidential and for the sole use of the intended recipient(s). Any unauthorized review, use, disclosure or distribution is prohibited.
- Accuvant invoices for product sales upon receipt of an approved purchase order or signed agreement. All invoices are due net 30 days from date of invoice (unless terms above state different). Any invoice over 30 days will be subject to a 1.5% late charge per month.
- Unless specifically referenced by line items above, this quote does not include tax, shipping charges, or travel & expenses associated with consulting services. All shipping will be FOB destination.
- All sales are final. Manufacturer's warranty applies. Accuvant shall have no liability or responsibility for any loss or damage connected with the sale or use of the product.

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-BP000223	67,745.36	PRECISION FLOOR COVERING	Buildings - Contracted Svcs	SP	BOND	9/22/2009
10-P0012030	776.25	SAN FRANCISCO MARRIOTT	Conference Expenses	SP		9/14/2009
10-P0012033	293.61	US TOY CO CONSTRUCTIVE PLAYTHINGS	Equip/Software - >\$200 <\$1,000	SP		9/14/2009
10-P0012034	125.00	ORANGE COUNTY BUSINESS JOURNAL	Conference Expenses			9/14/2009
10-P0012035	293.61	US TOY CO CONSTRUCTIVE PLAYTHINGS	Equip/Software - >\$200 <\$1,000	SP		9/14/2009
10-P0012036	373.61	US TOY CO CONSTRUCTIVE PLAYTHINGS	Equip/Software - >\$200 <\$1,000	SP		9/14/2009
10-P0012037	293.61	US TOY CO CONSTRUCTIVE PLAYTHINGS	Equip/Software - >\$200 <\$1,000	SP		9/14/2009
10-P0012038	144.84	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		9/14/2009
10-P0012039	144.84	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		9/14/2009
10-P0012040	144.84	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		9/14/2009
10-P0012041	3,353.85	UNISOURCE PAPER CO	Instructional Supplies	SP		9/14/2009
10-P0012042	1,613.58	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		9/14/2009
10-P0012043	274.03	KAPLAN	Instructional Supplies	SP		9/14/2009
10-P0012044	119.20	JORGE E. LOPEZ	Conference Expenses	SP		9/14/2009
10-P0012045	139.20	GEORGE MORENO	Conference Expenses	SP		9/14/2009
10-P0012046	151.20	NORMAN Y. FUJIMOTO	Conference Expenses	SP		9/14/2009
10-P0012047	569.25	TOWN AND COUNTRY RESORT AND CONVENTION CENT	Conference Expenses	SP		9/14/2009
10-P0012048	185.00	THE NATL HEP/CAMP ASSOCIATION	Conference Expenses	SP		9/14/2009
10-P0012049	142.55	NASCO	Instructional Supplies	SP		9/14/2009
10-P0012050	3,996.03	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP		9/14/2009
10-P0012051	1,950.48	CHAPMAN UNIVERSITY	Contracted Services	SP		9/14/2009
10-P0012052	142.55	NASCO	Instructional Supplies	SP		9/14/2009
10-P0012053	510.00	ROTO ROOTER SVC	Contracted Repair Services			9/14/2009
10-P0012054	142.55	NASCO	Instructional Supplies	SP		9/14/2009
10-P0012055	185.00	THE NATL HEP/CAMP ASSOCIATION	Conference Expenses	SP		9/14/2009
10-P0012056	569.25	TOWN AND COUNTRY RESORT AND CONVENTION CENT	Conference Expenses	SP		9/14/2009
10-P0012057	200.00	CENTER FOR HUMAN SERVICES	Conference Expenses	SP		9/14/2009
10-P0012058	200.00	CENTER FOR HUMAN SERVICES	Conference Expenses	SP		9/14/2009
10-P0012061	2,500.00	DON BOOKSTORE	Non-Instructional Supplies	SP		9/15/2009

5.5 (1)

No. 5.5

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.5 (2)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0012062	5,000.00	DON BOOKSTORE	Non-Instructional Supplies	SP		9/15/2009
10-P0012063	250.00	EEDEC EQUAL EMP DIVERSITY	Inst Dues & Memberships	SP		9/15/2009
10-P0012065	800.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/15/2009
10-P0012066	300.00	CCCCIO	Inst Dues & Memberships	SP		9/15/2009
10-P0012067	2,821.00	NASFAA NAT'L ASSOC OF STUDENT	Inst Dues & Memberships	SP		9/15/2009
10-P0012068	186.52	GALE GROUP	Library Books - Comp Software			9/15/2009
10-P0012069	269.03	GALE GROUP	Library Books			9/15/2009
10-P0012070	308.39	MIDWEST LIBRARY SVC	Library Books			9/15/2009
10-P0012071	598.13	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		9/15/2009
10-P0012072	1,250.00	DON BOOKSTORE	Stipends Paid to Students	SP		9/15/2009
10-P0012073	400.00	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		9/15/2009
10-P0012074	115.61	MEDICAL ARTS PRESS	Non-Instructional Supplies	SP		9/15/2009
10-P0012075	195.73	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/15/2009
10-P0012076	165.28	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/15/2009
10-P0012077	889.16	SLUSSER TOBY	Contracted Repair Services			9/15/2009
10-P0012078	499.16	B2B COMPUTER PRODUCTS LLC	Non-Instructional Supplies			9/15/2009
10-P0012079	5,799.49	FRANKLIN AIR CONDITIONING	Building Improvements	SP		9/15/2009
10-P0012080	154.20	AMERICAN EXPRESS	Conference Expenses			9/15/2009
10-P0012081	299.63	FREESTYLE SALES CO INC	Instructional Supplies	SP		9/16/2009
10-P0012083	760.00	MARSHALL MUSIC	Instructional Supplies	SP		9/16/2009
10-P0012084	300.00	PIZZA HUT	Food and Food Service Supplies	SP		9/16/2009
10-P0012085	235.00	CALIF LAND SURVEYORS ASSOC	Advertising	SP		9/16/2009
10-P0012086	782.00	STATE WATER RESOURCES	Buildings - Engineering Costs	SP	BOND	9/16/2009
10-P0012087	2,040.00	POSTMASTER	Postage			9/16/2009
10-P0012089	239.13	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		9/16/2009
10-P0012090	2,700.00	SARS SOFTWARE PRODUCTS INC	Software License and Fees	SP		9/16/2009
* 10-P0012091	4,365.65	GOENGINEER	Software License and Fees			9/16/2009
10-P0012092	359.42	FITNESS REPAIR SHOP	Contracted Repair Services			9/16/2009
10-P0012093	500.00	BRIAN E. CONLEY	Conference Expenses			9/16/2009

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0012094	3,239.10	FREESTYLE SALES CO INC	Instructional Supplies	SP		9/16/2009
10-P0012095	37.90	DAILY SAW SVC	Repair & Replacement Parts			9/16/2009
10-P0012096	500.00	SMART & FINAL	Food and Food Service Supplies	SP		9/16/2009
10-P0012097	706.01	KINKO'S	Reproduction/Printing Expenses			9/16/2009
10-P0012098	1,600.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/16/2009
10-P0012099	543.97	DELL COMPUTER	Equip/Software - >\$200 <\$1,000	SP		9/17/2009
10-P0012100	110.90	DELL COMPUTER	Non-Instructional Supplies	SP		9/17/2009
10-P0012101	161.49	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		9/17/2009
10-P0012102	130.00	CSU LOS ANGELES	Conference Expenses	SP		9/17/2009
10-P0012103	1,410.00	SNOWDEN ELECTRIC CO	Buildings - Legal Expenses			9/17/2009
10-P0012104	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/17/2009
10-P0012105	2,900.00	AOTA	Other Licenses & Fees			9/17/2009
10-P0012106	3,931.01	ATKINSON ANDELSON LOYA RUUD	Legal Expenses			9/17/2009
10-P0012107	2,343.60	ORANGE COUNTY TRANSPORTATION	Communications Maintenance	SP		9/17/2009
10-P0012108	2,343.60	ORANGE COUNTY TRANSPORTATION	Communications Maintenance	SP		9/17/2009
10-P0012109	300.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/17/2009
10-P0012110	127.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			9/17/2009
10-P0012111	891.30	PESTAL PETER A.	Contracted Repair Services			9/17/2009
10-P0012112	1,480.00	QUALITY FENCE CO INC	Contracted Repair Services			9/17/2009
* 10-P0012113	1,008.55	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		9/17/2009
10-P0012114	62.00	DELL COMPUTER	Non-Instructional Supplies	SP		9/17/2009
10-P0012115	3,100.00	BEARD, PROVENCHER & ASSOCIATES, INC	Buildings - Engineering Costs	SP	BOND	9/17/2009
10-P0012116	770.00	PYRO-COMM SYSTEMS INC	Building Improvements	SP		9/17/2009
10-P0012117	562.09	CURRENT ELECTRIC	Buildings - Contracted Svcs	SP	BOND	9/17/2009
10-P0012118	181.61	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		9/17/2009
10-P0012119	2,275.00	PYRO-COMM SYSTEMS INC	Building Improvements	SP		9/17/2009
10-P0012120	72.10	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/17/2009
10-P0012121	5,000.00	RSCCD DISTRICT FOUNDATION	District Business/Sponsorships	SP		9/17/2009
10-P0012122	325.00	NGUYEN KIEU DIEM	Contracted Services	SP		9/17/2009

5.5 (3)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.5 (4)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0012123	32.61	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/17/2009
10-P0012124	217.49	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/17/2009
10-P0012125	9,817.00	WEST COAST ENVIRONMENTAL	Maint/Oper Service Agreements			9/17/2009
10-P0012127	3,000.00	WESCO DIST INC	Non-Instructional Supplies			9/18/2009
10-P0012128	2,000.00	UNISAN PRODUCTS	Non-Instructional Supplies			9/18/2009
10-P0012129	2,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			9/18/2009
10-P0012130	250.00	DAPPER TIRE	Non-Instructional Supplies			9/18/2009
10-P0012131	425.00	DUNN EDWARDS CORP	Non-Instructional Supplies			9/18/2009
10-P0012132	300.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/18/2009
10-P0012133	300.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/18/2009
10-P0012134	7,600.00	PARADISE CONSTRUCTION &	Building Improvements	SP		9/18/2009
10-P0012135	495.00	TRI CHEM TECH	Contracted Repair Services			9/18/2009
10-P0012136	1,900.00	TROPICAL PLAZA NURSERY	Contracted Repair Services			9/18/2009
10-P0012137	495.34	FRANKLIN AIR CONDITIONING	Contracted Repair Services			9/18/2009
10-P0012138	2,250.00	HOBART CORP	Contracted Services	SP		9/18/2009
10-P0012139	2,288.03	ACE FIXTURE CO	Equipment - Federal Progs >200	SP		9/18/2009
10-P0012140	34.61	KAPLAN	Instructional Supplies	SP		9/18/2009
10-P0012141	2,142.50	TRI CHEM TECH	Contracted Repair Services			9/18/2009
10-P0012142	159.73	KAPLAN	Instructional Supplies	SP		9/18/2009
10-P0012144	319.50	KAPLAN	Instructional Supplies	SP		9/18/2009
10-P0012145	1,050.00	DAN'S MACHINE REPAIR	Repair & Replacement Parts			9/21/2009
10-P0012146	824.08	GENERAL BINDING CORP	Non-Instructional Supplies			9/21/2009
10-P0012147	65.00	CALIF APPAREL NEWS	Books, Mags & Ref Mat, Non-Lib			9/21/2009
10-P0012148	54.95	THREADS MAGAZINE	Books, Mags & Ref Mat, Non-Lib			9/21/2009
10-P0012149	52.00	COMMUNITY COLLEGE WEEK	Books, Mags & Ref Mat, Non-Lib			9/21/2009
10-P0012150	5,437.50	ACT	Software License and Fees	SP		9/21/2009
10-P0012151	6,249.60	ACADEMIC SENATE FOR	Inst Dues & Memberships			9/21/2009
10-P0012153	505.94	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		9/21/2009
10-P0012154	483.06	FLAGTIME USA	Non-Instructional Supplies			9/21/2009

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0012155	439.00	MARSHALL MUSIC	Instructional Supplies	SP		9/21/2009
10-P0012156	933.02	CDW GOVERNMENT INC.	Equip/Software - >\$200 <\$1,000	SP		9/21/2009
10-P0012157	18.00	ACT	Non-Instructional Supplies	SP		9/21/2009
10-P0012158	1,239.36	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			9/21/2009
10-P0012159	142,000.00	DON BOOKSTORE	Books Paid for Students	SP		9/21/2009
10-P0012160	3,750.00	WILLIS JUDITH	Contracted Services	SP		9/21/2009
10-P0012161	10,000.00	GERKE CONSULTING AND DEVELOPMENT LLC	Contracted Services	SP		9/21/2009
* 10-P0012162	70.45	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/21/2009
10-P0012163	700.00	PEREZ APOLINARIO ERWIN	Contracted Services	SP		9/21/2009
10-P0012164	400.00	ROMEO SHARON	Contracted Services	SP		9/21/2009
10-P0012166	1,832.35	RICHARD JONES PIT BBQ CATERING	Food and Food Service Supplies	SP		9/21/2009
10-P0012167	935.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			9/21/2009
* 10-P0012168	483.89	COR O VAN MOVING	Contracted Services			9/21/2009
10-P0012169	119.91	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/21/2009
10-P0012170	1,380.44	JOURNEY ED MARKETING	Equip/Software - >\$200 <\$1,000	SP		9/22/2009
10-P0012171	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/22/2009
10-P0012172	34,744.00	AT & T GOVERNMENT SOLUTIONS INC	Equipment - All Other > \$1,000			9/22/2009
10-P0012173	333.05	WESTCLIFF MEDICAL LAB INC	Instructional Supplies			9/22/2009
10-P0012174	1,000.00	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		9/22/2009
10-P0012175	948.30	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		9/22/2009
10-P0012176	10,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/22/2009
10-P0012177	76.13	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		9/22/2009
10-P0012179	85.26	C & L SUPPLY CO	Non-Instructional Supplies			9/22/2009
10-P0012180	1,599.11	A1 INTERNATIONAL VIDEO	Repair & Replacement Parts			9/22/2009
10-P0012181	7,200.00	THREEFORKS INC	Contracted Services	SP		9/22/2009
10-P0012182	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/22/2009
10-P0012183	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/22/2009
10-P0012184	225.00	DON BOOKSTORE	Instructional Supplies	SP		9/22/2009
10-P0012185	543.50	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		9/22/2009

5.5(5)

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5.5 (6)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0012186	188.06	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		9/22/2009
* 10-P0012187	19,069.45	APPLE COMPUTER INC	Equipment - Technology >\$1,000	SP		9/23/2009
10-P0012188	96.79	NCS PEARSON INC	Software License and Fees	SP		9/23/2009
10-P0012189	809.01	KNORR SYSTEMS INC	Non-Instructional Supplies			9/23/2009
10-P0012190	325.60	TOSHIBA BUSINESS SOLUTIONS	Non-Instructional Supplies			9/23/2009
* 10-P0012191	621.19	PINNACLE RADIO INC	Non-Instructional Supplies			9/23/2009
10-P0012192	6,395.84	DOCTORS CO	Malpractice Insurance	SP		9/23/2009
10-P0012193	2,895.00	OWENS STEVE	Contracted Services	SP		9/23/2009
10-P0012194	2,094.38	SIMPLEXGRINNELL	Contracted Repair Services			9/23/2009
10-P0012195	9,800.00	ELECTRO INDUSTRY INC	Contracted Repair Services			9/23/2009
10-P0012196	100,680.00	RELIANT TESTING ENGINEERS	Buildings - Construction Tests	SP	BOND	9/23/2009
10-P0012197	2,322.98	FREESTYLE SALES CO INC	Instructional Supplies	SP		9/23/2009
10-P0012198	31.00	OCSBA ORANGE CO SCHOOL BOARD ASSOC	Conference Expenses			9/24/2009
10-P0012199	325.00	CCDAA CALIF CHILD DEV ADMIN ASSOC	Conference Expenses			9/24/2009
10-P0012200	471.45	CHERYL L. CARRERA	Conference Expenses	SP		9/24/2009
10-P0012201	249.89	TRI BEST VISUAL DISPLAY	Instructional Supplies	SP		9/24/2009
10-P0012202	188.06	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		9/24/2009
10-P0012203	5,251.09	CDW GOVERNMENT INC.	Instructional Supplies			9/24/2009
10-P0012204	2,925.32	B & H PHOTO VIDEO INC	Equipment - Federal Progs >200	SP		9/24/2009
10-P0012205	26,681.67	D4 SOLUTIONS INC.	Contracted Services			9/24/2009
10-P0012206	30,695.51	D4 SOLUTIONS INC.	Contracted Services			9/24/2009
10-P0012207	45,202.07	D4 SOLUTIONS INC.	Contracted Services			9/24/2009
10-P0012208	292.32	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		9/24/2009
10-P0012210	411.08	B & H PHOTO VIDEO INC	Instructional Supplies	SP		9/24/2009
10-P0012211	500.00	DON BOOKSTORE	Non-Instructional Supplies	SP		9/25/2009
10-P0012212	304.49	DELL COMPUTER	Instructional Supplies	SP		9/25/2009
10-P0012213	66.42	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/25/2009
10-P0012214	1,279.24	DELL COMPUTER	Equipment - All Other > \$1,000	SP		9/25/2009
10-P0012215	75.58	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/25/2009

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0012216	230.55	TROXELL COMM INC	Instructional Supplies	SP		9/25/2009
10-P0012217	116.50	CDW GOVERNMENT INC.	Instructional Supplies	SP		9/25/2009
10-P0012218	517.15	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		9/25/2009
10-P0012219	108.75	MASTER RECORDING SUPPLY	Reproduction/Printing Expenses			9/25/2009
10-P0012220	189.60	AOTA	Instructional Supplies	SP		9/25/2009
10-P0012221	630.44	AMERICAN EXPRESS	Conference Expenses	SP		9/25/2009
10-P0012222	1,884.55	US TOY CO CONSTRUCTIVE PLAYTHINGS	Non-Instructional Supplies	SP		9/28/2009
10-P0012223	100.00	STATER BROS	Non-Instructional Supplies	SP		9/28/2009
10-P0012224	1,000.00	MCKESSON GENERAL MEDICAL CORP	Instructional Supplies	SP		9/28/2009
10-P0012225	1,500.00	ORANGE COUNTY COMMUNITY FOUNDATION	District Business/Sponsorships	SP		9/28/2009
10-P0012226	500.00	DON BOOKSTORE	Non-Instructional Supplies	SP		9/28/2009
10-P0012227	643.98	LEGO SHOP AT HOME	Equipment - Federal Progs >200	SP		9/28/2009
10-P0012228	1,026.17	CHERYL L. CARRERA	Books, Mags & Ref Mat, Non-Lib	SP		9/28/2009
10-P0012229	49.90	W SUBSCRIPTION SVC DEPT	Books, Mags & Ref Mat, Non-Lib			9/28/2009
10-P0012230	1,296.00	SARA W. LUNDQUIST	Transportation - Student	SP		9/28/2009
10-P0012231	700.00	CARRIER TRANSICOLD	Instructional Supplies	SP		9/28/2009
10-P0012232	400.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/28/2009
10-P0012233	1,100.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/28/2009
10-P0012234	11,467.69	AIR & WATER SYSTEMS	Equipment - All Other > \$1,000	SP		9/28/2009
10-P0012235	834.00	RUSH TRUCK CTR	Instructional Supplies	SP		9/28/2009
* 10-P0012236	28,474.06	AIRGAS WEST	Instructional Supplies	SP		9/28/2009
* 10-P0012237	343.67	BOSE CORP	Non-Instructional Supplies	SP		9/28/2009
* 10-P0012238	301.77	LINK ELECTRONICS	Non-Instructional Supplies	SP		9/28/2009
10-P0012239	1,500.00	MCMASTER CARR SUPPLY CO	Non-Instructional Supplies	SP		9/28/2009
10-P0012240	2,172.84	GUNTHER'S ATHLETIC SVC	Instructional Supplies			9/29/2009
10-P0012241	425.00	CCCEOPSA CALIF COM COLL	Conference Expenses	SP		9/29/2009
10-P0012242	245.78	GUNTHER'S ATHLETIC SVC	Instructional Supplies			9/29/2009
10-P0012243	593.78	GUNTHER'S ATHLETIC SVC	Instructional Supplies			9/29/2009
10-P0012244	450.00	EOPS REGION VIII	Transportation - Student	SP		9/29/2009

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5.5 (8)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0012245	115.67	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			9/29/2009
10-P0012246	84.83	TROXELL COMM INC	Instructional Supplies	SP		9/29/2009
10-P0012247	1,203.04	SPORT & CYCLE, INC	Instructional Supplies			9/29/2009
10-P0012248	1,070.45	DELL COMPUTER	Equipment - Federal Progs >200	SP		9/29/2009
10-P0012249	1,268.46	NOVA SOLUTIONS INC	Equipment - Federal Progs >200	SP		9/29/2009
10-P0012250	780.00	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib			9/29/2009
10-P0012251	250.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/29/2009
10-P0012252	75.00	EOPS REGION VIII	Conference Expenses	SP		9/29/2009
* 10-P0012253	1,653.69	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		9/29/2009
* 10-P0012254	486.81	SCAQMD	Public Agencies' Assess & Fees	SP		9/29/2009
10-P0012255	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/29/2009
10-P0012256	833.00	WESTRUX INT'L	Instructional Supplies	SP		9/29/2009
10-P0012257	760.00	TK SERVICES, INC.	Instructional Supplies			9/29/2009
10-P0012262	511.07	GALE GROUP	Library Books			9/30/2009
10-P0012263	67.31	MIDWEST LIBRARY SVC	Library Books			9/30/2009
10-P0012264	26.92	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		9/30/2009
10-P0012265	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Inst Dues & Memberships			9/30/2009
10-P0012266	9,710.25	DE LA TORRE COMMERCIAL	Building Improvements	SP	BOND	9/30/2009
10-P0012267	891.00	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	9/30/2009
10-P0012268	59.81	MCMAHAN BUSINESS INTERIORS	Equipment - Federal Progs >200	SP		9/30/2009
10-P0012269	2,225.00	GLAXO SMITHKLINE	Non-Instructional Supplies	SP		9/30/2009
10-P0012270	348.70	BALDWIN COOKE CO	Non-Instructional Supplies	SP		9/30/2009
10-P0012271	2,505.25	XPEDX PAPER CO	Non-Instructional Supplies			9/30/2009
10-P0012272	3,353.85	UNISOURCE PAPER CO	Non-Instructional Supplies			9/30/2009
10-P0012273	2,193.40	DE LA TORRE COMMERCIAL	Contracted Repair Services			9/30/2009
10-P0012274	1,500.00	DOVINH JOSEPH	Contracted Services			9/30/2009
10-P0012275	1,500.00	JIMENEZ COMM INC	Contracted Services			9/30/2009
10-P0012276	100.00	CALIF ORG OF ASSOC DEGREE NURSING PROGRAMS-	Inst Dues & Memberships			9/30/2009
* 10-P0012277	343.67	BOSE CORP	Equipment - Federal Progs >200	SP		10/1/2009

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0012278	1,268.46	NOVA SOLUTIONS INC	Equipment - Federal Progs >200	SP		10/1/2009
10-P0012279	59.81	MCMAHAN BUSINESS INTERIORS	Equipment - Federal Progs >200	SP		10/1/2009
10-P0012280	500.00	THE FITNESS STANDARD INC	Non-Instructional Supplies			10/1/2009
10-P0012282	250.00	STATE OF CALIFORNIA	Other Licenses & Fees			10/2/2009
10-P0012283	1,900.00	DAN'S MACHINE REPAIR	Repair & Replacement Parts			10/2/2009
10-P0012284	74.03	POCKET NURSE	Instructional Supplies	SP		10/2/2009
10-P0012285	1,070.45	DELL COMPUTER	Equipment - Federal Progs >200	SP		10/2/2009
* 10-P0012286	301.77	LINK ELECTRONICS	Non-Instructional Supplies	SP		10/2/2009
10-P0012287	1,100.00	VIETNAM CALIFORNIA RADIO, INC.	Advertising	SP		10/2/2009
10-P0012288	2,000.00	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			10/2/2009
10-P0012290	1,950.00	TREESMITH ENTERPRISES INC	Landscaping	SP		10/2/2009
10-P0012291	2,975.40	XEROX CORP	Non-Instructional Supplies			10/2/2009
10-P0012292	215.33	B2B COMPUTER PRODUCTS LLC	Non-Instructional Supplies			10/2/2009
10-P0012293	105.00	MKH ELECTRONICS	Contracted Repair Services			10/2/2009
10-P0012294	10,000.00	SIXTEN INC	Contracted Services			10/2/2009
10-P0012295	166.64	MEDLINE INDUSTRIES INC	Instructional Supplies	SP		10/2/2009
10-P0012296	2,400.00	SALVATION ARMY	Rental - Facility (Short-term)			10/2/2009
10-P0012297	175.00	PESTAL PETER A.	Contracted Repair Services			10/2/2009
10-P0012298	259.49	CDW GOVERNMENT INC.	Instructional Supplies			10/2/2009
10-P0012299	960.00	COAST ELECTRIC	Contracted Services	SP		10/2/2009
10-P0012300	1,000.00	EL PRADO GOLF COURSE	Rental - Facility (Short-term)			10/2/2009
10-P0012301	150.94	DOCKMASTERS	Non-Instructional Supplies			10/2/2009
10-P0012302	467.50	FRANKLIN AIR CONDITIONING	Contracted Repair Services			10/5/2009
* 10-P0012303	1,504.80	SAN BERNARDINO COUNTY	Instructional Agrmt - Salary			10/5/2009
10-P0012304	717.20	BRIGHT WHITE PAPER COMPANY	Instructional Supplies			10/5/2009
* 10-P0012305	689.10	NASCO	Instructional Supplies	SP		10/5/2009
10-P0012306	246.38	PAUL A. FOSTER	Non-Instructional Supplies			10/5/2009
10-P0012307	1,016.28	D4 SOLUTIONS INC.	Telecommunication Circuits	SP		10/5/2009
10-P0012308	267.20	DIVINE LIGHTING	Non-Instructional Supplies			10/5/2009

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.5 (10)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0012309	165.23	IDENTIFICATION PRODUCTS MFG CO	Instructional Supplies			10/5/2009
10-P0012310	750.38	PORTACRAFT INC	Equip/Software - >\$200 <\$1,000			10/5/2009
10-P0012311	1,000.00	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		10/5/2009
10-P0012312	210.00	STATE OF CALIFORNIA	Other Licenses & Fees			10/5/2009
10-P0012313	615.86	BUSINESS MACHINES SECURITY	Contracted Services	SP		10/5/2009
10-P0012314	615.86	BUSINESS MACHINES SECURITY	Contracted Services	SP		10/5/2009
10-P0012315	150.00	ORANGE COUNTY- LONG BEACH CONSORTIUM FOR NU	Inst Dues & Memberships			10/6/2009
10-P0012316	250.00	LARSON SANDON SCOTT	Conference Expenses	SP		10/6/2009
10-P0012317	313.05	DOUBLETREE SAN DIEGO	Conference Expenses	SP		10/6/2009
10-P0012318	224.06	GALE GROUP	Library Books			10/7/2009
10-P0012319	173.39	COAST TO COAST BUSINESS	Instructional Supplies	SP		10/7/2009
10-P0012320	652.50	INTEGRAL SOLUTIONS GROUP	Software Support Service			10/7/2009
10-P0012321	319.20	DEPT OF GENERAL SERVICES	Instructional Supplies	SP		10/7/2009
10-P0012322	949.77	HILLYARD FLOOR CARE SUPPLY	Non-Instructional Supplies			10/7/2009
10-P0012323	123.26	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/7/2009
10-P0012324	163.07	MIDWEST LIBRARY SVC	Library Books			10/7/2009
10-P0012325	346.93	EMBREE AV	Instructional Supplies	SP		10/7/2009
10-P0012326	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/7/2009
10-P0012328	13,335.47	AUTOMOTIVE ELECTRONIC SVCS	Equipment - Federal Progs >200	SP		10/8/2009
10-P0012329	59.89	IDENTIFICATION PRODUCTS MFG. CO.	Non-Instructional Supplies	SP		10/8/2009
10-P0012330	1,500.00	FISHER SCIENTIFIC	Instructional Supplies	SP		10/8/2009
10-P0012331	700.00	DON BOOKSTORE	Other Exp Paid for Students	SP		10/8/2009
10-P0012332	3,000.00	COMMUNITY COLLEGE FOUNDATION	Conference Expenses	SP		10/8/2009
10-P0012333	300.00	AARDVARK CLAY & SUPPLIES	Instructional Supplies	SP		10/8/2009
10-P0012334	5,663.55	DELL COMPUTER	Equipment - All Other > \$1,000	SP		10/8/2009
* 10-P0012335	310.63	COMPUTERLAND OF SILICON VALLEY	Instructional Software	SP		10/8/2009
* 10-P0012336	287.86	CHAMPION CHEMICAL CO	Instructional Software	SP		10/8/2009
10-P0012337	1,328.81	KIRK	Non-Instructional Supplies			10/8/2009
10-P0012338	178.20	AMERICAN EXPRESS	Conference Expenses			10/9/2009

Legend: * = Multiple Accounts for this P.O. SP = Special Project

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-P0012339	285.00	XEROX CORP	Contracted Services			10/9/2009
10-P0012340	4,610.00	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		10/9/2009
10-P0012341	1,777.30	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			10/9/2009
10-P0012342	459.27	PACIFIC SYSTEMS ELECTRIC INC	Other Licenses & Fees	SP		10/9/2009
10-P0012343	1,283.10	DELL COMPUTER	Instructional Supplies	SP		10/9/2009
* 10-P0012344	642.00	CITY OF VERNON	Instructional Agrmt - Salary			10/9/2009
10-P0012345	548.43	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			10/9/2009
10-P0012346	3,100.00	DE LA TORRE COMMERCIAL	Site Improvements	SP		10/9/2009
10-P0012347	14,950.00	STICKNEY LAVONNE D	Site Improvements			10/9/2009
10-P0012348	1,000.00	ANIXTER INC	Non-Instructional Supplies			10/9/2009
10-P0012349	1,000.00	BUSINESS MACHINES SECURITY	Non-Instructional Supplies			10/9/2009
10-P0012350	209.62	ORACLE CORP	Software Support Service			10/9/2009
10-P0012351	7,780.00	DLG ELECTRIC AND CONSTRUCTION	Site Improvements	SP		10/9/2009
10-P0012352	7,350.00	CORVEL ENTERPRISE COMP INC	Contracted Services			10/9/2009
10-P0012353	6,322.25	DE LA TORRE COMMERCIAL	Site Improvements	SP		10/9/2009
10-P0012354	641.18	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		10/9/2009
10-P0012355	144.00	ORANGE COUNTY REGISTER	Advertising			10/9/2009
10-PC109247	540.00	PYRO-COMM SYSTEMS INC	Security Systems & Services	SP		9/14/2009
10-PC109248	876.96	XEROX CORP	Excess/Copies Usage			9/14/2009
* 10-PC109249	4,812.84	XEROX CORP	Excess/Copies Usage			9/14/2009
10-PC109250	92,000.00	OPERATING ENGINEERS TRAINING	Instructional Agrmt - Salary	SP		9/17/2009
10-PC109251	84,000.00	CENTRAL NET OPERATION AUTHORITY	Lease Agreement - Facility			9/21/2009
10-PC109252	98,402.00	COMPUTERLAND OF SILICON VALLEY	Software Support Service			9/30/2009
10-PC109253	35,000.00	GOVERNET	Software Support Service			9/30/2009
10-PC109254	10,892.51	EX LIBRIS USA INC	Software Support Service			10/2/2009
10-PC109255	460.75	COAST TO COAST BUSINESS	Maint Contract - Office Equip			10/2/2009
* 10-PC109256	11,111.21	XEROX CORP	Excess/Copies Usage			10/2/2009
* 10-PC109257	4,424.99	XEROX CORP	Excess/Copies Usage	SP		10/5/2009
* 10-PC109258	3,135.78	XEROX CORP	Excess/Copies Usage			10/5/2009

5.5 (11)

Legend: * = Multiple Accounts for this P.O. SP = Special Project

5.5 (12)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
10-PC109259	6,108.90	AT & T GOVERNMENT SOLUTIONS INC	Software Support Service			10/5/2009
10-PC109260	575.00	BAY SECURITY COMM	Security Systems & Services	SP		10/5/2009
10-PC109261	13,750.00	AD ASTRA INFORMATION SYSTEM LLC	Software Support Service			10/8/2009
10-PC109262	10,450.00	NORTH NET FIRE TRAINING CTR	Lease Agreement - Facility			10/9/2009

Grand Total: \$ 1,279,917.95

Legend: * = Multiple Accounts for this P.O. SP = Special Project

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM SEPTEMBER 13, 2009 THROUGH OCTOBER 10, 2009
BOARD MEETING OF OCTOBER 26, 2009**

P.O. #	Amount	Description	Department	Comment
10-BP000223	\$67,745 36	Ceramic tile project for the new Child Development Center at Santa Ana College	DO-Facility Planning	Bid #1123 Board approved July 27, 2009
10-P0012159	\$142,000 00	Blanket PO for book vouchers for new and continuing EOPS students	SCC-EOPS	
10-P0012172	\$34,744 00	Network (LAN) switches to route data and voice traffic	DO-ITS	Purchased from the CALNET 2 Master Service Agreement Board approved May 27, 2008
10-P0012187	\$19,069 45	Macbook computers and related components	Digital Media Services	Sole source Board approved May 21, 2001
10-P0012196	\$100,680 00	Testing and inspection services for the new Child Development Center at Santa Ana College	DO-Facility Planning	Board approved September 14, 2009
10-P0012205	\$26,681 67	Data connections and cabling installations at Santiago Canyon College - Building "B"	SCC-ITS	Purchased from the California Multiple Award Schedule CMAS Contract #03-08-70-2031C Board approved November 17, 2008
10-P0012206	\$30,695 51	Data connections and cabling installations at Santiago Canyon College - Building "D"	SCC-ITS	Purchased from the California Multiple Award Schedule CMAS Contract #03-08-70-2031C Board approved November 17, 2008

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM SEPTEMBER 13, 2009 THROUGH OCTOBER 10, 2009
BOARD MEETING OF OCTOBER 26, 2009**

5.5 (14)

P.O. #	Amount	Description	Department	Comment
10-P0012207	\$45,202 07	Data connections and cabling installations at Santiago Canyon College - Building "A"	SCC-ITS	Purchased from the California Multiple Award Schedule CMAS Contract #03-08-70-2031C Board approved November 17, 2008
10-P0012236	\$28,474 06	Precision Tig 225 Tig Heliarch welder machines for the Welding shop at Santa Ana College	SAC-Human Services and Technology	Received Quotations 1) *Airgas West 2) SIMS-Orange Welding Supplies 3) Cameron Welding Supplies *Successful Bidder
10-PC109250	\$92,000 00	Vocational education and supplemental instruction for engineer apprentices	SCC-Apprenticeship	Board approved July 27, 2009
10-PC109251	\$84,000 00	Lease of facilities for BFA operations located at 18301 Gothard Street, Huntington Beach CA	SAC-Fire Technology	Board approved June 30, 2008
10-PC109252	\$98,402 00	Annual renewal of microsoft campus agreement for Santa Ana College and Santiago Canyon College	DO-ITS	Board approved October 13, 2008
10-PC109253	\$35,000 00	Installation and implementation of Curricunet	DO-ITS	Board approved August 24, 2009

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: October 26, 2009
Re: Approval of Resource Development Items	
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>	
1. ARRA Cooperative Contract – Workability III (SAC) Funds provided from the California Department of Rehabilitation through the America Recovery and Reinvestment Act (ARRA) federal program to provide employment services for individuals with various disabilities. (09/10)	10/6/09	\$85,451
2. Student Support Services – Year 4 – <i>Augmentation</i> (SAC) Augmentation from the U.S. Department of Education to provide programs for low-income, first-generation college students. (09/10)	9/29/09	\$2,722
3. WIA II – Adult Basic Education Programs (CEC / OEC) Annual allocation of Workforce Investment Act Title II funds from the California Department of Education for non-credit high school subject/GED, ESL, family literacy, and citizenship adult education and jail programs. (09/10) CEC - \$1,918,478 OEC - \$701,948	7/1/09	\$2,620,426

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: \$2,708,599	Board Date: October 26, 2009
Item Prepared by: Sarah Santoyo, Director of Grants/Resource Development	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Edward Hernandez, Jr., Chancellor	

SPECIAL PROJECT DETAILED BUDGET # 1xxx
NAME: ARRA Cooperative Contract - Workability III Program
FISCAL YEAR: 2009 - 2011

CONTRACT PERIOD: 7/1/09 to 9/30/10
 CONTRACT INCOME. \$85,451

PROJ. ADM. Jane Mathis
 PROJ. DIR. Sandy Morris

CFDA # 84,390A

Date: 10/13/09

Datatel String	Description	Debit	Credit
12-1xxx-000000-10000-8199	Other Federal Revenues		85,451
12-1xxx-647000-19529-2320	Classified Employees - Hrly	79,132	
12-1xxx-647000-19529-3325	Medicare - Non-Instructional	1,148	
12-1xxx-647000-19529-3335	PARS - Non-Instructional	1,029	
12-1xxx-647000-19529-3435	H & W - Retiree Fund Non-Inst	791	
12-1xxx-647000-19529-3515	SUI - Non-Instructional	237	
12-1xxx-647000-19529-3615	WCI - Non-Instructional	1,741	
12-1xxx-647000-19529-5220	Mileage Expenses	1,373	
	TOTALS	85,451	85,451

President's Approval:
 Prepared by: Huong Nguyen
 ARRA

Board Approved: 10/26/09
 Accountant:

SPECIAL PROJECT DETAILED BUDGET # 1653
NAME: Student Support Services III - Year Four
FISCAL YEAR: 2009/2010 & 2010/2011

CONTRACT PERIOD: 9/1/09 to 8/30/10
 CONTRACT AMOUNT: \$313,555
 AUGMENTATION: \$2,722
 TOTAL: \$316,277

PROJ. ADM. Lilla Tanakeyowma
 PROJ. DIR. Romelia Madrigal

CFDA #: 84.042A, Award # P042A060492

Date: 10/15/09

GL Account	Description	Debit	Credit
12-1653-000000-10000-8120	Higher Education Act : Santa Ana College		247,134
12-1653-000000-50000-8120	Higher Education Act : District Operations		19,771
12-1653-499900-19560-2420	Inst Assistant - Hourly : Student Support Services	27,589	
12-1653-499900-19560-3321	Medicare - Instructional : Student Support Services	400	
12-1653-499900-19560-3331	PARS - Instructional : Student Support Services	359	
12-1653-499900-19560-3431	H & W - Retiree Fund Inst : Student Support Service	276	
12-1653-499900-19560-3511	SUI - Instructional : Student Support Services	83	
12-1653-499900-19560-3611	WCI - Instructional : Student Support Services	607	
12-1653-649000-19560-1250	Contract Coordinator : Student Support Services	41,344	
12-1653-649000-19560-1252	Contract Extension-Coordinator : Student Support Se	8,169	
12-1653-649000-19560-1453	Beyond Contract - Coordinators : Student Support Se	3,850	
12-1653-649000-19560-2130	Classified Employees : Student Support Services	96,206	
12-1653-649000-19560-2320	Classified Employees - Hourly : Student Support Ser	13,064	
12-1653-649000-19560-3215	PERS - Non-Instructional : Student Support Services	14,522	
12-1653-649000-19560-3315	OASDHI - Non-Instructional . Student Support Serv	9,420	
12-1653-649000-19560-3325	Medicare - Non-Instructional . Student Support Serv	2,392	
12-1653-649000-19560-3335	PARS - Non-Instructional : Student Support Services	170	
12-1653-649000-19560-3415	H & W - Non-Instructional : Student Support Service	10,550	
12-1653-649000-19560-3435	H & W - Retiree Fund Non-Inst : Student Support Ser	1,626	
12-1653-649000-19560-3515	SUI - Non-Instructional : Student Support Services	495	
12-1653-649000-19560-3615	WCI - Non-Instructional : Student Support Services	3,630	
12-1653-649000-19560-3915	Other Benefits - Non-Instruct : Student Support Ser	2,363	
12-1653-649000-19560-4210	Books, Mags & Ref Mat, Non-Lib : Student Support Se	1,300	
12-1653-649000-19560-4610	Non-Instructional Supplies . Student Support Serv	1,420	
12-1653-649000-19560-4710	Food and Food Service Supplies : Student Support Se	4,000	
12-1653-649000-19560-5630	Maint Contract - Office Equip . Student Support Ser	500	
12-1653-649000-19560-5845	Excess/Copies Useage : Student Support Services	300	
12-1653-672000-50000-5865	Indirect Costs : District Operations	19,771	
12-1653-675000-19560-5210	Conference Expenses : Student Support Services	2,500	
74-1653-000000-10000-8120	Higher Education Act : Santa Ana College		49,372
74-1653-732000-19560-7509	SSS Grant . Student Support	49,372	
	TOTAL - Student Support Services III - Year 4	316,277	316,277

President's Approval:
 Prepared by: H. Nguyen
 Augmentation

SPECIAL PROJECT DETAILED BUDGET # 1101

NAME: WIA II - ABE 231: ASE/GED (SAC)

FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10

CONTRACT INCOME: \$138,146

CFDA #: 17.258

PROJ ADMIN: Ed Ripley

PROJ DIR: Sue Mendizza

Date: 10/15/09

GL Account	Account Description	Debit	Credit
TOP: 000000 - Income			
12-1101-000000-10000-8199	Other Federal Revenue		138,146
TOP: 400000 - High School Subjects/GED			
12-1101-493062-18200-4210	Books, Mags & Ref Mat, Non-	6,000	
12-1101-493062-18200-4310	Instructional Supplies : SA	3,121	
TOP: 601000 - Administration			
12-1101-601000-18100-1410	Part-Time Academic Manageme	35,425	
12-1101-601000-18100-3115	STRS - Non-Instructional .	2,923	
12-1101-601000-18100-3325	Medicare - Non-Instructiona	514	
12-1101-601000-18100-3435	H & W - Retiree Fund Non-In	354	
12-1101-601000-18100-3515	SUI - Non-Instructional : C	106	
12-1101-601000-18100-3615	WCI - Non-Instructional : C	779	
TOP: 620000 - Admissions and Records			
12-1101-620000-18100-2310	Classified Employees - Ongo	15,641	
12-1101-620000-18100-3215	PERS - Non-Instructional :	1,519	
12-1101-620000-18100-3315	OASDHI - Non-Instructional	970	
12-1101-620000-18100-3325	Medicare - Non-Instructiona	227	
12-1101-620000-18100-3435	H & W - Retiree Fund Non-In	156	
12-1101-620000-18100-3515	SUI - Non-Instructional . C	47	
12-1101-620000-18100-3615	WCI - Non-Instructional : C	344	
TOP: 649000 - Misc Student Svcs			
12-1101-649000-18100-2310	Classified Employees - Ongo	15,898	
12-1101-649000-18100-3215	PERS - Non-Instructional :	1,544	
12-1101-649000-18100-3315	OASDHI - Non-Instructional	986	
12-1101-649000-18100-3325	Medicare - Non-Instructiona	231	
12-1101-649000-18100-3435	H & W - Retiree Fund Non-In	159	
12-1101-649000-18100-3515	SUI - Non-Instructional : C	48	
12-1101-649000-18100-3615	WCI - Non-Instructional : C	350	
TOP: 678000 - Mat Information Svcs			
12-1101-678000-18100-2320	Classified Employees - Hour	42,036	
12-1101-678000-18100-3215	PERS - Non-Instructional :	4,081	
12-1101-678000-18100-3315	OASDHI - Non-Instructional	2,606	
12-1101-678000-18100-3325	Medicare - Non-Instructiona	610	
12-1101-678000-18100-3435	H & W - Retiree Fund Non-In	420	
12-1101-678000-18100-3515	SUI - Non-Instructional : C	126	
12-1101-678000-18100-3615	WCI - Non-Instructional : C	925	

6.1 (4)

SPECIAL PROJECT DETAILED BUDGET # 1102
NAME: WIA II - ABE 231: ABE/ESL/VESL/VABE (SAC)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10
 CONTRACT INCOME: \$1,004,181
 CFDA #: 17.258

PROJ ADMIN: Ed Ripley
 PROJ DIR: Sergio Sotelo
 Date: 10/15/09

GL ACCOUNT	Description	Debit	Credit
TOP: 000000 - Income			
12-1102-000000-10000-8199	Other Federal Income		1,004,181
TOP: 493090 - Adult Basic Education			
12-1102-493060-18200-2410	Inst Assistant - Ongoing :	11,887	
12-1102-493060-18200-3211	PERS - Instructional . SAC	1,154	
12-1102-493060-18200-3311	OASDHI - Instructional SA	737	
12-1102-493060-18200-3321	Medicare - Instructional :	172	
12-1102-493060-18200-3331	PARS - Instructional . SAC	155	
12-1102-493060-18200-3431	H & W - Retiree Fund Inst :	119	
12-1102-493060-18200-3511	SUI - Instructional : SAC C	36	
12-1102-493060-18200-3611	WCI - Instructional : SAC C	262	
12-1102-493060-18200-4210	Books, Mags & Ref Mat, Non-	5,000	
12-1102-493060-18200-4310	Instructional Supplies : SA	2,500	
TOP: 493080 - ESL			
12-1102-493080-18200-1250	Contract Coordinator : SAC	79,472	
12-1102-493080-18200-1480	Part-Time Reassigned Time :	10,000	
12-1102-493080-18200-1483	Beyond Contr - Reassigned T	0	
12-1102-493080-18200-1484	Int/Sum Beynd Contr-Reassig	0	
12-1102-493080-18200-2130	Classified Employees : SAC	52,152	
12-1102-493080-18200-2410	Inst Assistant - Ongoing :	177,908	
12-1102-493080-18200-2420	Inst Assistant - Hourly : S	0	
12-1102-493080-18200-3115	STRS - Non-Instructional :	7,381	
12-1102-493080-18200-3211	PERS - Instructional . SAC	17,273	
12-1102-493080-18200-3215	PERS - Non-Instructional :	5,063	
12-1102-493080-18200-3311	OASDHI - Instructional . SA	11,030	
12-1102-493080-18200-3315	OASDHI - Non-Instructional	3,317	
12-1102-493080-18200-3321	Medicare - Instructional :	3,895	
12-1102-493080-18200-3325	Medicare - Non-Instructiona	776	
12-1102-493080-18200-3331	PARS - Instructional : SAC	2,313	
12-1102-493080-18200-3335	PARS - Non-Instructional :	0	
12-1102-493080-18200-3411	H & W - Instructional : SAC	17,452	
12-1102-493080-18200-3415	H & W - Non-Instructional :	5,226	
12-1102-493080-18200-3431	H & W - Retiree Fund Inst :	2,686	
12-1102-493080-18200-3435	H & W - Retiree Fund Non-In	535	
12-1102-493080-18200-3511	SUI - Instructional : SAC C	806	
12-1102-493080-18200-3515	SUI - Non-Instructional : S	161	
12-1102-493080-18200-3611	WCI - Instructional . SAC C	5,910	
12-1102-493080-18200-3615	WCI - Non-Instructional : S	1,177	
12-1102-493080-18200-3915	Other Benefits - Non-Instru	2,600	
12-1102-493080-18200-4210	Books, Mags & Ref Mat, Non-	3,000	
12-1102-493080-18200-4310	Instructional Supplies SA	22,963	
12-1102-493080-18200-5100	Contracted Services . SAC C	500	
12-1102-493080-18200-5611	Lease Agreement - Facility	0	
12-1102-493080-18200-5650	Rental - Facility (Short-te	100,000	
12-1102-493080-18200-5940	Reproduction/Printing Expenses	10,000	
12-1102-493080-18200-5999	Special Project Holding Acct : S/	0	

6.1 (5)

**SPECIAL PROJECT DETAILED BUDGET # 1102
NAME: WIA II - ABE 231: ABE/ESL/VESL/VABE (SAC)
FISCAL YEAR: 2009/2010**

CONTRACT PERIOD: 7/1/09 - 6/30/10
CONTRACT INCOME: \$1,004,181
CFDA #: 17.258

PROJ ADMIN: Ed Ripley
PROJ DIR: Sergio Sotelo
Date: 10/15/09

GL ACCOUNT	Description	Debit	Credit
12-1102-493080-18200-6411	Equipment - Federal Progs >	0	
TOP: 601000 - Administration			
12-1102-601000-18100-1410	Part-Time Academic Manageme	45,000	
12-1102-601000-18100-2130	Classified Employees : Cont	32,832	
12-1102-601000-18100-2310	Classified Employees - Ongo	23,216	
12-1102-601000-18100-2320	Classified Employees - Hour	24,260	
12-1102-601000-18100-2350	Overtime - Classified Emplo	1,000	
12-1102-601000-18100-3115	STRS - Non-Instructional .	3,713	
12-1102-601000-18100-3215	PERS - Non-Instructional :	7,894	
12-1102-601000-18100-3315	OASDHI - Non-Instructional	5,125	
12-1102-601000-18100-3325	Medicare - Non-Instructiona	1,851	
12-1102-601000-18100-3335	PARS - Non-Instructional	0	
12-1102-601000-18100-3415	H & W - Non-Instructional .	15,361	
12-1102-601000-18100-3435	H & W - Retiree Fund Non-In	1,277	
12-1102-601000-18100-3515	SUI - Non-Instructional : C	383	
12-1102-601000-18100-3615	WCI - Non-Instructional : C	2,808	
12-1102-601000-18100-3915	Other Benefits - Non-Instru	1,350	
12-1102-601000-18100-4520	Repair & Replacement Parts	500	
12-1102-601000-18100-5100	Contracted Services Conti	1,522	
12-1102-601000-18100-5220	Mileage/Parking Expenses :	2,500	
12-1102-601000-18100-5550	Security Systems & Services	1,000	
12-1102-601000-18100-5610	Lease Agreement - Equipment	0	
12-1102-601000-18100-5630	Maint Contract - Office Equ	1,625	
12-1102-601000-18100-5845	Excess/Copies Useage : Cont	1,500	
12-1102-601000-18100-5925	Postage : Continuing Educat	100	
TOP: 620000 - Admissions and Records			
12-1102-620000-18100-2310	Classified Employees - Ongo	67,517	
12-1102-620000-18100-3215	PERS - Non-Instructional :	6,555	
12-1102-620000-18100-3315	OASDHI - Non-Instructional	4,186	
12-1102-620000-18100-3325	Medicare - Non-Instructiona	979	
12-1102-620000-18100-3435	H & W - Retiree Fund Non-In	675	
12-1102-620000-18100-3515	SUI - Non-Instructional . C	203	
12-1102-620000-18100-3615	WCI - Non-Instructional : C	1,485	
TOP: Matriculation/Student Assessment			
12-1102-632000-18100-2310	Classified Employees - Ongo	15,512	
12-1102-632000-18100-2320	Classified Employees - Hour	0	
12-1102-632000-18100-3215	PERS - Non-Instructional :	1,506	
12-1102-632000-18100-3315	OASDHI - Non-Instructional	962	
12-1102-632000-18100-3325	Medicare - Non-Instructiona	225	
12-1102-632000-18100-3435	H & W - Retiree Fund Non-In	155	
12-1102-632000-18100-3515	SUI - Non-Instructional . C	47	
12-1102-632000-18100-3615	WCI - Non-Instructional : C	341	
TOP: 675000 - Staff Development			
12-1102-675000-18100-5210	Conference Expenses : Conti	10,000	
TOP: 678000 - Mgt Information Svce			
12-1102-678000-18100-2130	Classified Employees : Cont	103,852	

6.1 (6)

SPECIAL PROJECT DETAILED BUDGET # 1102
NAME: WIA II - ABE 231: ABE/ESL/VESL/VABE (SAC)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10
 CONTRACT INCOME: \$1,004,181
 CFDA #: 17.258

PROJ ADMIN: Ed Ripley
 PROJ DIR: Sergio Sotelo
 Date: 10/15/09

GL ACCOUNT	Description	Debit	Credit
12-1102-678000-18100-3215	PERS - Non-Instructional :	10,083	
12-1102-678000-18100-3315	OASDHI - Non-Instructional	6,568	
12-1102-678000-18100-3325	Medicare - Non-Instructiona	1,536	
12-1102-678000-18100-3415	H & W - Non-Instructional :	25,534	
12-1102-678000-18100-3435	H & W - Retiree Fund Non-In	1,059	
12-1102-678000-18100-3515	SUI - Non-Instructional : C	318	
12-1102-678000-18100-3615	WCI - Non-Instructional . C	2,331	
12-1102-678000-18100-3915	Other Benefits - Non-Instru	2,117	

SPECIAL PROJECT DETAILED BUDGET # 1106
NAME: WIA II - ABE 231: English Literacy/Civics (SAC)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10
 CONTRACT INCOME: \$700,214
 CFDA#: 17.258

PROJ ADMIN: Ed Ripley
 PROJ DIR: Sergio Sotelo
 Date: 10/15/09

GL Account	Account Description	Debit	Credit
TOP: 000000 - Income			
12-1106-000000-10000-8199	Other Federal Revenue		700,214
TOP: 493000 - ESL			
12-1106-493080-18200-1250	Contract Coordinator : SAC	82,613	
12-1106-493080-18200-1252	Contract Extension-Coordina	15,284	
12-1106-493080-18200-1455	Int/Sum - Coordinators, PT	0	
12-1106-493080-18200-1480	Part-Time Reassigned Time	50,000	
12-1106-493080-18200-1484	Int/Sum Beynd Contr-Reassig	0	
12-1106-493080-18200-1485	Int/Sum - Reassigned Time,	237	
12-1106-493080-18200-2310	Classified Employees - Ongo	12,806	
12-1106-493080-18200-2410	Inst Assistant - Ongoing :	60,346	
12-1106-493080-18200-2420	Inst Assistant - Hourly : S	0	
12-1106-493080-18200-3115	STRS - Non-Instructional :	12,221	
12-1106-493080-18200-3211	PERS - Instructional : SAC	5,859	
12-1106-493080-18200-3215	PERS - Non-Instructional :	1,243	
12-1106-493080-18200-3311	OASDHI - Instructional : SA	3,741	
12-1106-493080-18200-3315	OASDHI - Non-Instructional	794	
12-1106-493080-18200-3321	Medicare - Instructional :	3,041	
12-1106-493080-18200-3325	Medicare - Non-Instructiona	186	
12-1106-493080-18200-3331	PARS - Instructional : SAC	784	
12-1106-493080-18200-3335	PARS - Non-Instructional :	0	
12-1106-493080-18200-3415	H & W - Non-Instructional .	10,138	
12-1106-493080-18200-3431	H & W - Retiree Fund Inst :	2,097	
12-1106-493080-18200-3435	H & W - Retiree Fund Non-In	128	
12-1106-493080-18200-3511	SUI - Instructional : SAC C	630	
12-1106-493080-18200-3515	SUI - Non-Instructional · S	38	
12-1106-493080-18200-3611	WCI - Instructional : SAC C	4,614	
12-1106-493080-18200-3615	WCI - Non-Instructional : S	282	
12-1106-493080-18200-3915	Other Benefits - Non-Instru	1,250	
12-1106-493080-18200-4310	Instructional Supplies : SA	25,000	
12-1106-493080-18200-5610	Lease Agreement - Equipment	5,000	
12-1106-493080-18200-5611	Lease Agreement - Facility	0	
12-1106-493080-18200-5630	Maint Contract - Office Equ	4,000	
12-1106-493080-18200-5650	Rental - Facility (Short-te	50,000	
12-1106-493080-18200-5845	Excess/Copies Useage : SAC	6,000	
12-1106-493080-18200-5999	Special Project Holding Acc	0	
TOP: 601000 - Administration			
12-1106-601000-18100-1410	Part-Time Academic Manageme	30,367	
12-1106-601000-18100-2130	Classified Employees : Cont	56,724	
12-1106-601000-18100-2310	Classified Employees - Ongo	18,264	
12-1106-601000-18100-3115	STRS - Non-Instructional :	2,505	
12-1106-601000-18100-3215	PERS - Non-Instructional :	7,281	
12-1106-601000-18100-3315	OASDHI - Non-Instructional	4,766	
12-1106-601000-18100-3325	Medicare - Non-Instructiona	1,555	

6.1 (8)

SPECIAL PROJECT DETAILED BUDGET # 1106
NAME: WIA II - ABE 231: English Literacy/Civics (SAC)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10
 CONTRACT INCOME: \$700,214
 CFDA#: 17.258

PROJ ADMIN: Ed Ripley
 PROJ DIR: Sergio Sotelo
 Date: 10/15/09

GL Account	Account Description	Debit	Credit
12-1106-601000-18100-3415	H & W - Non-Instructional :	14,987	
12-1106-601000-18100-3435	H & W - Retiree Fund Non-In	1,072	
12-1106-601000-18100-3515	SUI - Non-Instructional : C	322	
12-1106-601000-18100-3615	WCI - Non-Instructional : C	2,359	
12-1106-601000-18100-3915	Other Benefits - Non-Instru	1,890	
12-1106-601000-18100-4610	Non-Instructional Supplies	20,699	
12-1106-601000-18100-5100	Contracted Services : Conti	0	
12-1106-601000-18100-5940	Reproduction/Printing Expen	500	
12-1106-601000-18100-6411	Equipment - Federal Progs >	0	
TOP: 619000 - Other Instructional Support Services			
12-1106-619000-18100-2130	Classified Employees : Cont	0	
12-1106-619000-18100-2310	Classified Employees - Ongo	33,604	
12-1106-619000-18100-3215	PERS - Non-Instructional :	3,263	
12-1106-619000-18100-3315	OASDHI - Non-Instructional	2,083	
12-1106-619000-18100-3325	Medicare - Non-Instructiona	487	
12-1106-619000-18100-3335	PARS - Non-Instructional :	437	
12-1106-619000-18100-3415	H & W - Non-Instructional .	0	
12-1106-619000-18100-3435	H & W - Retiree Fund Non-In	336	
12-1106-619000-18100-3515	SUI - Non-Instructional : C	101	
12-1106-619000-18100-3615	WCI - Non-Instructional : C	739	
12-1106-619000-18100-3915	Other Benefits - Non-Instru	0	
TOP: 678000 - Mat Information Svcs			
12-1106-678000-18100-2130	Classified Employees . Cont	59,180	
12-1106-678000-18100-2320	Classified Employees - Hour	42,036	
12-1106-678000-18100-3215	PERS - Non-Instructional :	9,827	
12-1106-678000-18100-3315	OASDHI - Non-Instructional	6,351	
12-1106-678000-18100-3325	Medicare - Non-Instructiona	1,485	
12-1106-678000-18100-3335	PARS - Non-Instructional :	0	
12-1106-678000-18100-3415	H & W - Non-Instructional :	13,863	
12-1106-678000-18100-3435	H & W - Retiree Fund Non-In	1,024	
12-1106-678000-18100-3515	SUI - Non-Instructional : C	307	
12-1106-678000-18100-3615	WCI - Non-Instructional : C	2,253	
12-1106-678000-18100-3915	Other Benefits - Non-Instru	1,215	

SPECIAL PROJECT DETAILED BUDGET # 1109
NAME: WIA II - ABE 225: - Inmate Education: ABE/ESL/VESL/VABE/ASE/GED (SAC)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10
 CONTRACT INCOME: \$75,937
 CFDA: 12.258

PROJ. ADM. Ed Ripley
 PROJ. DIR: Sue Mendizza
 Date: 10/15/09

GL Account	Account Description	Debit	Credit
TOP: 000000 - Income			
12-1109-000000-10000-8199	Other Federal Revenue		75,937
TOP: 499900 - Other Interdisciplinary Study			
12-1109-499900-18200-1450	Part-Time Coordinators : SA	6,216	
12-1109-499900-18200-2410	Inst Assistant - Ongoing :	22,237	
12-1109-499900-18200-2420	Inst Assistant - Hourly . S	0	
12-1109-499900-18200-3115	STRS - Non-Instructional :	513	
12-1109-499900-18200-3211	PERS - Instructional . SAC	2,159	
12-1109-499900-18200-3311	OASDHI - Instructional : SA	1,379	
12-1109-499900-18200-3321	Medicare - Instructional :	413	
12-1109-499900-18200-3325	Medicare - Non-Instructiona	0	
12-1109-499900-18200-3331	PARS - Instructional : SAC	289	
12-1109-499900-18200-3431	H & W - Retiree Fund Inst :	285	
12-1109-499900-18200-3511	SUI - Instructional : SAC C	85	
12-1109-499900-18200-3515	SUI - Non-Instructional : S	0	
12-1109-499900-18200-3611	WCI - Instructional : SAC C	626	
12-1109-499900-18200-3615	WCI - Non-Instructional : S	0	
12-1109-499900-18200-4210	Books, Mags & Ref Mat, Non-	3,848	
12-1109-499900-18200-4310	Instructional Supplies : SA	5,000	
12-1109-499900-18200-5630	Maint Contract - Office Equ	215	
12-1109-499900-18200-5845	Excess/Copies Usage : SAC	545	
12-1109-499900-18200-6419	Equip/Software - >\$200 <\$1,	0	
TOP: 678000 - Mgt Information Svcs			
12-1109-678000-18100-2130	Classified Employees : Cont	20,993	
12-1109-678000-18100-3215	PERS - Non-Instructional :	2,038	
12-1109-678000-18100-3315	OASDHI - Non-Instructional	1,335	
12-1109-678000-18100-3325	Medicare - Non-Instructiona	312	
12-1109-678000-18100-3415	H & W - Non-Instructional :	6,155	
12-1109-678000-18100-3435	H & W - Retiree Fund Non-In	215	
12-1109-678000-18100-3515	SUI - Non-Instructional : C	65	
12-1109-678000-18100-3615	WCI - Non-Instructional . C	474	
12-1109-678000-18100-3915	Other Benefits - Non-Instru	540	

**SPECIAL PROJECT DETAILED BUDGET # 1101
NAME: WIA II - ABE 231: ASE/GED (SCC)
FISCAL YEAR: 2009/2010**

CONTRACT PERIOD: 7/1/09 - 6/30/10
CONTRACT INCOME: \$40,551
CFDA #: 17.258

PROJ. ADM. J. Vargas
PROJ. DIR. L. Fasbinder
Date: 10/16/09

Datatal String	Description	Debit	Credit
TOPS: 000000 - Income			
12-1101-000000-20000-8199	Other Federal Revenues (TOTAL BUDGET)		40,551
TOPS: 493062 - High School Diploma Prog / GED			
12-1101-493062-28200-1450	Part-time Coordinator (Cordova)	2,000	
12-1101-493062-28200-1455	Part-time Coordinator (Cordova)	485	
12-1101-493062-28200-1480	PT Reassigned Time	1,000	
12-1101-493062-28200-1483	Beyond Contract- Reassigned (Tomlinson)	300	
12-1101-493062-28200-1485	Reassigned Time - PT Faculty (Sheehan, Fisher)	591	
12-1101-493062-28200-2410	Instructional Assistant - Ongoing (Pajaro, Campos, Ge, i, Herr Oden, Collins, Abab)	14,336	
12-1101-493062-28200-3115	STRS - Non-instructional	360	
12-1101-493062-28200-3211	PERS - Instructional	1,392	
12-1101-493062-28200-3311	OASDHI - Instructional	889	
12-1101-493062-28200-3321	Medicare - Instructional	208	
12-1101-493062-28200-3325	Medicare - Non-Instructional	64	
12-1101-493062-28200-3331	PARS - Instructional	0	
12-1101-493062-28200-3431	H & W Ret Fnd - Instructional	143	
12-1101-493062-28200-3435	H & W Ret Fnd - Non-instructional	44	
12-1101-493062-28200-3511	SUI - Instructional	43	
12-1101-493062-28200-3515	SUI - Non-Instructional	13	
12-1101-493062-28200-3611	WCI - Instructional	315	
12-1101-493062-28200-3615	WCI - Non-Instructional	96	
12-1101-493062-28200-4210	Books, Mags and Reference Matenals	5,029	
TOPS: 620000 - Admissions and Records			
12-1101-620000-28100-2130	Classified - Full-time (Diane Espitia 2 months)	9,544	
12-1108-620000-28100-3215	PERS - Non-instructional	927	
12-1108-620000-28100-3315	OASDHI - Non-instructional	606	
12-1108-620000-28100-3325	Medicare - Non-instructional	142	
12-1108-620000-28100-3415	H & W - Non-instructional	1,477	
12-1108-620000-28100-3435	H & W Ret Fnd - Non-instructional	98	
12-1108-620000-28100-3515	SUI - Non-instructional	29	
12-1108-620000-28100-3615	WCI - Non-instructional	215	
12-1108-620000-28100-3915	Other Benefits - Non-instructional	225	

SPECIAL PROJECT DETAILED BUDGET # 1102
NAME: WIA 231: English as a Second Language (SCC)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10
 CONTRACT INCOME: \$429,332
 CFDA#: 17.258

PROJ. ADM. J. Vargas
 PROJ. DIR. L. Fasbinder
 Date: 10/16/09

Datatel String	Description	Debit	Credit
TOPS: 000000 - Income			
12-1102-000000-20000-8199	Other Federal Revenues (TOTAL BUDGET)		429,332
TOPS: 480000 - General Studies			
12-1102-493000-28100-4610	Non-Instructional Supplies	8,708	
12-1102-493000-28200-5940	Reproduction/Printing Expenses	93	
TOPS: 490100 - VSEL			
12-1102-493100-28200-2410	Inst Assistant - Ongoing (Cuel, Ley, Var, Huer, Pin, Aguirre, Moreno)	14,000	
12-1102-493100-28200-3211	PERS - Instructional	1,359	
12-1102-493100-28200-3311	OASDHI - Instructional	868	
12-1102-493100-28200-3321	Medicare - Instructional	203	
12-1102-493100-28200-3431	H & W Ret Fnd - Instructional	140	
12-1102-493100-28200-3511	SUI - Instructional	42	
12-1102-493100-28200-3611	WCI - Instructional	308	
TOPS: 493080 - Adult Basic Education			
12-1102-493082-28200-2410	Instructional Assistant - On-going	8,100	
12-1102-493080-28200-2420	Instructional Assistant - Hourly	481	
12-1102-493080-28200-3211	PERS - Instructional	786	
12-1102-493080-28200-3311	OASDHI - Instructional	502	
12-1102-493080-28200-3321	Medicare - Instructional	124	
12-1102-493080-28200-3331	PARS - Instructional	266	
12-1102-493080-28200-3431	H & W Ret Fnd - Instructional	86	
12-1102-493080-28200-3511	SUI - Instructional	25	
12-1102-493080-28200-3611	WCI - Instructional	189	
12-1102-493080-28200-4210	Books, Mags & Reference Materials	1,071	
TOPS: 493082 - High School Diploma Prog / GED			
12-1102-493082-28200-2410	Instructional Assistant - On-going (Ge, I, Herrera)	4,900	
12-1102-493082-28200-3211	PERS - Instructional	476	
12-1102-493082-28200-3311	OASDHI - Instructional	304	
12-1102-493082-28200-3321	Medicare - Instructional	71	
12-1102-493082-28200-3431	H & W Ret Fnd - Instructional	49	
12-1102-493082-28200-3511	SUI - Instructional	15	
12-1102-493082-28200-3611	WCI - Instructional	108	
TOPS: 493080 - English as a 2nd Language			
12-1102-493080-28200-1480	Part-Time Reassigned Time	54	
12-1102-493080-28200-1455	Int/Sum - Coordinators, PT (Smith)	7,500	
12-1102-493080-28200-2410	Instructional Assistant - Ongoing (Flor, Gonz, Lance, Villeg, Cam, Truji, Naka)	30,614	
12-1102-493080-28200-3115	STRS - Non-instructional	623	
12-1102-493080-28200-3211	PERS - Instructional	2,972	
12-1102-493080-28200-3311	OASDHI - Instructional	1,898	
12-1102-493080-28200-3321	Medicare - Instructional	444	
12-1102-493080-28200-3325	Medicare - Non-instructional	110	
12-1102-493080-28200-3331	PARS - Instructional	0	
12-1102-493080-28200-3431	H & W Ret Fnd - Instructional	306	

6.1 (12)

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: October 26, 2009
 Accountant: Melissa Tran

SPECIAL PROJECT DETAILED BUDGET # 1102
NAME: WIA 231: English as a Second Language (SCC)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10
 CONTRACT INCOME: \$429,332
 CFDA#: 17.258

PROJ. ADM. J. Vargas
 PROJ. DIR. L. Fasbinder
 Date: 10/16/09

Datatel String	Description	Debit	Credit
12-1102-493080-28200-3435	H & W Ret Fnd - Non-Instructional	76	
12-1102-493080-28200-3511	SUI - Instructional	92	
12-1102-493080-28200-3515	SUI - Non-Instructional	23	
12-1102-493080-28200-3611	WCI - Instructional	674	
12-1102-493080-28200-3615	WCI - Non-Instructional	166	
12-1102-493080-28200-4310	Instructional Supplies	42	
TOPS: 601000 - Academic Administration			
12-1102-601000-28100-1450	PT Academic Management (Lawrence)	149	
12-1102-601000-28100-3115	STRS - Non-Instructional	12	
12-1102-601000-28100-3325	Medicare - Non-Instructional	2	
12-1102-601000-28100-3435	H & W Ret Fnd - Non-Instructional	1	
12-1102-601000-28100-3515	SUI - Non-Instructional	0	
12-1102-601000-28100-3615	WCI - Non-Instructional	3	
12-1102-601000-28100-4610	Non-Instructional Supplies	26,222	
12-1102-601000-28100-5605	Contracted Repair Services	500	
12-1102-601000-28100-5611	Lease Agreement - Facility OUSD, Light of the Canyon = \$90,000)	103,696	
12-1102-601000-28100-5631	Maint Contract - Other Equipment	0	
12-1102-601000-28100-5845	Excess/Copies Usage	0	
TOPS: 619000 - Other Instructional Support Services			
12-1102-619000-28100-2130	Classified - Full-time (Vives 10%, Hall 10%)	6,015	
12-1102-619000-28100-3215	PERS - Non-Instructional	584	
12-1102-619000-28100-3315	OASDHI - Non-Instructional	382	
12-1102-619000-28100-3325	Medicare - Non-Instructional	89	
12-1102-619000-28100-3415	H & W - Non-Instructional	1,031	
12-1102-619000-28100-3435	H & W Ret Fnd - Non-Instructional	62	
12-1102-619000-28100-3515	SUI - Non-Instructional	18	
12-1102-619000-28100-3615	WCI - Non-Instructional	135	
12-1102-619000-28100-3915	Other Benefits - Non-Instructional	147	
TOPS: 620000 - Admissions and Records			
12-1102-620000-28100-2130	Classified - Full-time (Dillon 40%, Ramirez 35%, Vlado 100%, Rodr 10%)	85,510	
12-1102-620000-28100-3215	PERS - Non-Instructional	8,303	
12-1102-620000-28100-3315	OASDHI - Non-Instructional	5,447	
12-1102-620000-28100-3325	Medicare - Non-Instructional	1,274	
12-1102-620000-28100-3415	H & W - Non-Instructional	13,505	
12-1102-620000-28100-3435	H & W Ret Fnd - Non-Instructional	879	
12-1102-620000-28100-3515	SUI - Non-Instructional	264	
12-1102-620000-28100-3615	WCI - Non-Instructional	1,934	
12-1102-620000-28100-3915	Other Benefits - Non-Instructional	2,364	
TOPS: 631000 - Counseling and Guidance			
12-1102-631000-28100-1430	Part-Time Counselors (Gonz, River)	153	
12-1102-631000-28100-1435	Int/Sum - Part-Time Counselors (Rive, Azi, Gonz, Hem, Fish, Dava, Quin, Giam, Garc, Per)	9,899	
12-1102-631000-28100-3115	STRS - Non-Instructional	830	
12-1102-631000-28100-3325	Medicare - Non-Instructional	146	

6.1 (13)

SPECIAL PROJECT DETAILED BUDGET # 1102
NAME: WIA 231: English as a Second Language (SCC)
FISCAL YEAR: 2009/2010

CONTRACT PERIOD: 7/1/09 - 6/30/10
 CONTRACT INCOME: \$429,332
 CFDA#: 17.258

PROJ. ADM. J. Vargas
 PROJ. DIR. L. Fasbinder
 Date: 10/16/09

Datatel String	Description	Debit	Credit
12-1102-831000-28100-3435	H & W Ret Fnd - Non-instructional	101	
12-1102-831000-28100-3515	SUI - Non-instructional	30	
12-1102-831000-28100-3615	WCI - Non-instructional	221	
12-1102-831000-28100-3915	Other Benefits - Non-instructional	0	
TOPS: 63200 - Matriculation/Student Assessment			
12-1102-832000-28100-2130	Classified - Full-time (R. Aguirre 100%, A. Campos 100%)	49,386	
12-1102-832000-28100-3215	PERS - Non-instructional	4,795	
12-1102-832000-28100-3315	OASDHI - Non-instructional	3,139	
12-1102-832000-28100-3325	Medicare - Non-instructional	734	
12-1102-832000-28100-3415	H & W - Non-instructional	8,659	
12-1102-832000-28100-3435	H & W Ret Fnd - Non-instructional	506	
12-1102-832000-28100-3515	SUI - Non-instructional	152	
12-1102-832000-28100-3615	WCI - Non-instructional	1,113	
12-1102-832000-28100-3915	Other Benefits - Non-instructional	1,238	
TOPS: 69600 - Student and Co-Curricular Activity			
12-1102-696000-28200-1484	Int/Sum Beyond Contr - Reassigned (Quimzon)	205	
12-1102-696000-28200-1480	Part-time - Reassigned Time (Yabut)	530	
12-1102-696000-28200-3115	STRS - Non-instructional	61	
12-1102-696000-28200-3325	Medicare - Non-instructional	11	
12-1102-696000-28200-3435	H & W Ret Fnd - Non-Instructional	7	
12-1102-696000-28200-3515	SUI - Non-Instructional	3	
12-1102-696000-28200-3615	WCI - Non-instructional	17	
		429,332	429,332

6.1 (14)

President's Approval:
 Prepared by: Sarah Santoyo

Board Approved: October 26, 2009
 Accountant: Melissa Tran

**SPECIAL PROJECT DETAILED BUDGET # 1106
NAME: WIA II - ABE 231: EL Civics/Citizenship (SCC)
FISCAL YEAR: 2009/2010**

CONTRACT PERIOD: 7/1/09 - 6/30/10
CONTRACT INCOME: \$157,103
CFDA #: 17.258

PROJ. ADM. J. Vargas
PROJ. DIR. L. Fasbinder
Date: 10/16/09

Datatal String	Description	Debit	Credit
TOPS: 000000 - Income			
12-1106-000000-20000-8199	Other Federal Revenues (TOTAL BUDGET)		157,103
TOPS: 493080 - English as a 2nd Language			
12-1106-493080-28200-1450	PT Coordinators (Donahoe, Carney, Silva, Song, Da	59,958	
12-1106-493080-28200-1455	Int/Sum PT Coordinators (Donahoe, Carney, Song,)	18,032	
12-1106-493080-28200-1485	Int/Sum Reassigned Time - PT Faculty	819	
12-1106-493080-28200-3115	STRS - Non-instructional	6,502	
12-1106-493080-28200-3325	Medicare - Non-instructional	1,142	
12-1106-493080-28200-3435	H & W Ret Fnd - Non-instructional	788	
12-1106-493080-28200-3515	SUI - Non-instructional	236	
12-1106-493080-28200-3615	WCI - Non-instructional	1,734	
TOPS: 493091 - ESL Civics			
12-1106-493091-28200-4210	Books, Mags & Reference Materials	571	
12-1106-601000-281000-5630	Maint Contract - Office Equipment	0	
12-1106-601000-281000-5800	Advertising	0	
TOPS: 675000 - Staff Development			
12-1106-675000-28100-5210	Conference Expenses	2,000	
TOPS: 620000 - Admissions & Records			
12-1106-620000-28100-2130	Classified - Full-Time (A. Trujillo)	42,420	
12-1106-620000-28100-3215	PERS - Non-instructional	4,119	
12-1106-620000-28100-3315	OASDHI - Non-Instruction	2,700	
12-1106-620000-28100-3325	Medicare - Non-instructional	631	
12-1106-620000-28100-3415	Health & Welfare - Non-instructional	12,802	
12-1106-620000-28100-3435	H & W Ret Fnd - Non-instructional	435	
12-1106-620000-28100-3515	SUI - Non-instructional	131	
12-1106-620000-28100-3615	WCI - Non-instructional	958	
12-1106-620000-28100-3915	Other Fringe Benefits - Non-instructional	1,125	

**SPECIAL PROJECT DETAILED BUDGET # 1108
NAME: WIA II - ABE 225: ASE/GED/ESL (SCC)
FISCAL YEAR: 2009/2010**

CONTRACT PERIOD: 7/1/09 - 6/30/10
CONTRACT INCOME:
CFDA#: 17.258

PROJ. ADM. J. Vargas
PROJ. DIR. L. Fasbinder
Date: 10/16/09

Datatel String	Description	Debit	Credit
TOPS: 000000 - Income			
12-1108-000000-20000-8199	Other Federal Revenues		74,962
TOPS: 493062 - High School Diploma Program/GED			
12-1108-493062-28200-5870	Instructional Agreement: Inmate Ed	4,200	
TOPS: 601000 - Academic Administration			
12-1108-601000-28200-5220	Mileage Expenses	3,256	
12-1108-601000-28100-2130	Classified - Full-time (Sonia Gomez 100% 5b-12b)	35,576	
12-1108-601000-28100-3215	PERS - Non-instructional	3,454	
12-1108-601000-28100-3315	OASDHI - Non-instructional	2,262	
12-1108-601000-28100-3325	Medicare - Non-instructional	529	
12-1108-601000-28100-3415	H & W - Non-instructional	10,246	
12-1108-601000-28100-3435	H & W Ret Fnd - Non-instructional	365	
12-1108-601000-28100-3515	SUI - Non-instructional	109	
12-1108-601000-28100-3615	WCI - Non-instructional	802	
12-1108-601000-28100-3915	Other Benefits - Non-instructional	900	
TOPS: 620000 - Admissions and Records			
12-1108-620000-28100-2130	Classified - Full-time (Diane Espitia 2 months)	9,544	
12-1108-620000-28100-3215	PERS - Non-instructional	927	
12-1108-620000-28100-3315	OASDHI - Non-instructional	606	
12-1108-620000-28100-3325	Medicare - Non-instructional	142	
12-1108-620000-28100-3415	H & W - Non-instructional	1,477	
12-1108-620000-28100-3435	H & W Ret Fnd - Non-instructional	98	
12-1108-620000-28100-3515	SUI - Non-instructional	29	
12-1108-620000-28100-3615	WCI - Non-instructional	215	
12-1108-620000-28100-3915	Other Benefits - Non-instructional	225	

6.1 (16)

President's Approval:
Prepared by: Sarah Santoyo

Board Approved: October 26, 2008
Accountant: Melissa Tran

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Educational Services**

To: Board of Trustees	Date: October 26, 2009
Re: Adoption of Resolution 09-25 – California Department of Education (CRPM-7127)	
Action: Request for Action	

BACKGROUND

Rancho Santiago Community College District has received an amendment notification from the California Department of Education for the purpose of repairs and renovations to four Child Development Centers for the period December 15, 2007 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: October 26, 2009
Prepared by: Cherie Ericson	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

**RESOLUTION
09-25**

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 CRPM-7127 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 26th day of October, 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)

October 26, 2009
(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: October 26, 2009
Re:	Adoption of Resolution No. 09-26 – California Department of Rehabilitation (27499A)	
Action:	Request for Adoption	

BACKGROUND

Santa Ana College has received funding from the California Department of Rehabilitation through the American Recovery and Reinvestment Act (ARRA) federal program to provide employment services for individuals with various disabilities.

ANALYSIS

As part of the acceptance process, the California Department of Rehabilitation requires that the Board of Trustees approve an authorized representative of the district to sign the grant contract agreement and amendments, Contractor Certification Clauses (CCC), and authorizes representatives to request reimbursement of expenses incurred as a result of the agreement.

RECOMMENDATION

It is recommended that the board adopt the resolution agreement that authorizes the Vice Chancellor, Business Operations/Fiscal Services and identified designee(s) to sign contract and associated amendments and clauses.

Fiscal Impact: None	Board Date: October 26, 2009
Prepared by: Huong Nguyen, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Edward Hernandez, Jr., Ed.D., Chancellor	

STATE OF CALIFORNIA
BOARD RESOLUTION
DR 324 (Rev 8-2009)

DEPARTMENT OF REHABILITATION

Original

FULL Name of Corporation or Public Agency

Rancho Santiago Community College District – Santa Ana College

WHEREAS, the Board of Directors or Board of Trustees of the above-named corporation or public agency has read the proposed agreement between State of California, Department of Rehabilitation (DOR), and above-named corporation or public agency and said Board of Directors or Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement.

NOW, THEREFORE, BE IT RESOLVED that said Board of Directors or Board of Trustees does hereby authorize the following person/position

Name/Position of Person Authorized to Sign Agreement

Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services

of the above-named corporation or public agency on behalf of the corporation or public agency to sign and execute any and all documents required by DOR to effectuate the execution of contracts and/or amendments except to increase the financial liability of said corporation or public agency. This authorization shall remain in effect until the expiration of the contract and shall automatically expire at that time, unless earlier revoked or extended by the Board of Directors.

CERTIFICATION

I, the Recording Secretary named below, hereby certify that the foregoing resolution was duly and regularly adopted by the Board of Directors or Board of Trustees of above-named corporation or public agency at a meeting of said Board regularly called and convened at which a quorum of said Board of Directors or Board of Trustees was present and voting, and that said resolution was adopted by a vote of the majority of all Directors or Trustees present at said meeting.

IN WITNESS WHEREOF, I have hereunto set my hand as Recording Secretary of said corporation or public agency.

Address Where Board Meeting Held

2323 N. Broadway, Santa Ana, CA 92706

Date of Board Meeting	Signature of Recording Secretary	Date Signed
October 26, 2009		

GRANTEE/CONTRACTOR: STATE OF CALIFORNIA Department of Rehabilitation 721 Capitol Mall Sacramento, California 95814	SUBGRANTEE/CONTRACTEE. (Legal Corporation/Public Agency Name & Address) Rancho Santiago CCD/Santa Ana College 1530 W. 17 th Street, Santa Ana, CA 92706 2323 North Broadway (billing address) Santa Ana, CA 92706
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The following persons are authorized to request reimbursement of expenses incurred as a result of the agreement between the Grantee/Contractor and Subgrantee/Contractee named above:

Signature 	Name (Please Type or Print) Peter J. Hardash	Title (Please Type or Print) Vice Chancellor, Bus. Operations/Fisc. Svcs.
Signature 	Name (Please Type or Print) Noemi M. Kanouse	Title (Please Type or Print) Asst. Vice Chancellor, Fiscal Services
Signature 	Name (Please Type or Print) Redencion B. Velasquez	Title (Please Type or Print) Director of Accounting, Fiscal Services
Signature 	Name (Please Type or Print)	Title (Please Type or Print)

I hereby delegate authority to request reimbursement of expenses as shown above.

Authorized Signature per Board Resolution 	Name (Please Type or Print) Peter J. Hardash	Date Signed
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CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)

Federal ID Number

Rancho Santiago Community College District/Santa Ana College

95-2696799

By (Authorized Signature)

Printed Name and Title of Person Signing

Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services

Date Executed

Executed in the County of

Orange

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



AGREEMENT NUMBER
27499A
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Rehabilitation

CONTRACTOR'S NAME

Rancho Santiago Community College District – Santa Ana College

2. The term of this Agreement is: July 1, 2009 through September 30, 2010

3. The maximum amount of this Agreement is: \$ 85,451.00 ARRA Contract

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

CFDA # Basic Support 84.390A Award # H390A090005

Exhibit A – Scope of Work	4 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Attachment 1, Program Budget and Narrative	4 pages
Exhibit C* – General Terms and Conditions	GTC - 307
Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement)	6 pages
Exhibit E – Additional Provisions – Subvention Agreements.	2 pages
Exhibit F – Cooperative/Case Services Agreements	3 pages
Exhibit G – Supplemental Terms and Conditions for Using ARRA Funds	3 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

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

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
Rancho Santiago Community College District – Santa Ana College		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Peter J. Hardash, Vice Chancellor/Business Operations/Fiscal Services		
ADDRESS		
1530 W. 17 th Street, Santa Ana, CA 92706-1640 2323 N. Broadway, Santa Ana, CA 92706-1640 (billing address)		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Rehabilitation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Candace Gilmore, Chief, Financial Mgmt Branch, Admin Services Division		
ADDRESS		
721 Capitol Mall, 6 th Floor, Sacramento, CA 95814		

**ARRA Cooperative Contract
Rancho Santiago Community College District/Santa Ana College
WorkAbility III Program**

SCOPE OF WORK

I. Introduction

This case service contract is funded through the American Recovery and Reinvestment Act (ARRA) federal program. These funds are time-limited and intended to enhance services to individuals in accordance with the ARRA principles of:

- a) Advancing California and local economic recovery through the maintenance and creation of jobs; and
- b) Transparency in reporting and fiscal accountability; and
- c) One time investment in community projects with long term sustainable results.

This case service contract is designed to provide services through the Rancho Santiago Community College District Santa Ana College WorkAbility III Program (hereinafter referred to as SAC WA III) to shared consumers of SAC WA III and the Department of Rehabilitation (DOR), Orange/San Gabriel District and San Diego District, as an adjunct and enhancement to the services already provided as part of the SAC WA III program. The intent of these services is to prepare and assist the individual(s) served to obtain and maintain meaningful employment. Current economic conditions and rising unemployment rates have increased barriers to employment for DOR consumers. This contract will expand services and increase job opportunities by employing additional staff to assist DOR consumers in their search for employment.

All DOR consumers referred for services under this contract will meet DOR and SAC WA III criteria for services; and be mutually identified by DOR and SAC WA III as a cooperative program consumer who is expected to benefit from contract services.

Services will be provided at SAC WA III sites in Santa Ana. WAIII consumers will be referred for ARRA services by their DOR counselor based on individual consumer need and informed choice.

The services available under this contract are designed to prepare the cooperative program consumers with the skills necessary to secure and maintain competitive employment in agreement with their Individual Plan for Employment (IPE).

The following services will be provided to 25 unduplicated DOR cooperative program consumers for the duration of the contract period 7/1/09-9/30/10.

II. Services to be Provided

A. Employment Services (ES)

Description of Service:

ARRA contract employment services are provided as an adjunct or enhancement to existing WAIII employment services.

Job Development/Placement

The SAC WA III Job Developers will contact employers to develop specific job placements for SAC WA III students/DOR consumers referred for ARRA services. The SAC WA III Job Developers will provide job search advisement services to SAC WA III students/DOR/ARRA consumers.

Attendance in the job club is crucial to success. SAC WA III staff insists that the SAC WA III student/DOR/ARRA consumer attend job club regularly to obtain job leads and conduct his/her job search. The SAC WA III student/DOR/ARRA consumer is expected to perform the activities of job search independently, up to their level of ability, i.e., calling employers, arriving at specified companies, completing job applications, and participating in job interviews. Individualized assistance is provided for job ready SAC WA III students/DOR/ARRA consumers as needed.

The SAC WA III Job Developers obtain job leads in a variety of ways. They employ the more traditional methods of cold calling, mailings to prospective employers, and reviewing of classified ads. In addition to this, SAC WA III staff obtains leads through "MonsterTRAK," Internet employment sites, and enjoys a good relationship with the on campus Career/Job Resource Center which is a great employment resource for SAC WA III students/DOR/ARRA consumers.

The SAC WA III Job Developers provide daily guided Job Club. The Job Club is equipped with a variety of resources for the SAC WA III student/DOR/ARRA consumer including the following: current job openings from "MonsterTRAK," Chamber of Commerce and other employer directories and telephone banks. Daily motivation/self-esteem exercises; such as, awareness of individual strengths and skills, discussion of motivational quotes, situational problem solving and goal setting take place. Daily assistance and guidance is provided by the Job Developers.

The SAC WA III Coordinator meets regularly with SAC WA III Job Developers in order to assess the SAC WA III students'/DOR/ARRA consumer's progress and establish strategies for job development.

Employment Retention:

Follow-up and retention services will be provided to those SAC WA III students/DOR/ARRA consumers who have been placed in competitive unsubsidized employment. Contact will be made with the SAC WA III student/DOR/ARRA consumer and/or employer on an as needed basis. Results of the follow-up will be communicated to the DOR counselor. Follow-up services are provided for a minimum of 90 days after a SAC WA III student/DOR/ARRA consumer has been placed into unsubsidized employment. If any problems arise, the SAC WA III staff will notify the DOR counselor immediately.

SAC WA III will provide monthly progress reports to the referring DOR counselor. In addition, quarterly reports will be

provided to the DOR Contract Administrator in the required format.

B. Service outcomes/number to be served:

For the duration of the contract period from the contract effective date through 9/30/10, this program will serve 25 WAIII student/DOR/ARRA consumers in Employment Services.

25 will receive Job Development and Placement Services
10 will be placed in a job consistent with their IPE goal
10 will retain their job for a minimum of 90 days and be closed by DOR in status "26"

III. Contract Administrator/Program Coordinator

Department of Rehabilitation	Santa Ana College, WA III
John Kimura	Sandy Morris-Pfyl
Cooperative Program Specialist	Agency Contract Administrator
721 Capitol Mall, 4th Floor	1530 W. 17th St.
Sacramento, CA 95814	Santa Ana, CA 92706
(916) 558-5425	(714) 564-6255
Fax (916) 558-5402	Fax (714) 542-6985
Jskimura@dor.ca.gov	Morris_Sandy@sac.edu

EXHIBIT B
(Standard Agreement-Subvention)

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. This is a cost reimbursement agreement. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget narrative and budget cost proposal as specified in the Service Budget (DOR 801A), which is attached hereto and made a part of this Agreement.
- B. For travel reimbursements (if applicable), upon request from the DOR, Contractor to provide purpose, destinations, dates of travel, proof of actual receipts and payments for travel costs, i.e., lodging/mileage, and per diem costs in support of travel expenditures submitted of costs proposed.
- C. Invoice(s) shall include the Agreement Number, CFDA Reference # and CFDA Title, as listed on the STD 213, and shall be submitted in duplicate not more frequently than monthly in arrears to:

DOR Contract Administrator or designee
Collaborative Services Section
Department of Rehabilitation
721 Capitol Mall
Sacramento, CA 95814

- D. A claim adjustment on the Service Invoice (DOR 801B) with an attached brief narrative explaining each line item impacted may not exceed up to a cumulative amount of ten percent (10%) of the total annual contract Service Budget (DOR 801A) with a maximum not to exceed \$100,000 for all budget years, as long as there is neither an increase nor decrease of the total annual contract Service Budget (DOR 801A). A formal amendment is required if it does not meet the above criteria.
- E. Staff line item salary ranges and percentage of time are projected and are subject to change based on actual costs. Claim adjustments are allowable as long as the annualized total line item costs do not exceed what is allowed in Item D above.

2. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the Department of Rehabilitation, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

For Federally Funded Agreements:

- C. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- D. This contract is valid and enforceable only if sufficient funds are made available to the State by the United State Government for the current fiscal year and/or any applicable subsequent fiscal years covered for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- E. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

3. **PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. **PRINCIPLES AND STANDARDS FOR DETERMINING ALLOWABLE COSTS, INCLUDING REQUIREMENTS FOR DOCUMENTING PERSONNEL ACTIVITY CHARGEABLE TO THE CONTRACT**

Contracts awarded by the DOR shall be subject to actual costs for services rendered under this agreement. Allowable costs under this contract must meet the following general criteria:

The allowable cost must: 1) be generally recognized and necessary for the operation of the Contractor's organization; 2) be reasonable for the performance of the contract, including acceptable sound business practices; 3) be subject to the terms and conditions of the contract and approved DOR budgeted line items; 4) not be used for general expenses required to carry out other responsibilities of the Contractor, and 5) be properly supported.

Documenting and supporting the distribution of personnel activity to the contract is also required. The Contractor agrees to comply with the 2 CFR Part, 220, 225, 230 (Office of Management and Budget Circulars (OMBs) – Cost Principles as applicable to its organization regarding documentation for the support of personnel activity chargeable to the contract.

5. ACCOUNTING SYSTEM REQUIREMENTS

Contractor must maintain an appropriate cost accounting system that accurately accumulates and segregates reasonable, allocable, and allowable costs in compliance with state and federal regulations. The Contractor's financial management system shall provide for:

- Accurate, current and complete disclosure of the financial results of each federally sponsored project.
- Records that identify adequately the source and application of funds for federally sponsored activities.
- Written procedures for determining the reasonableness, allocable, and allowable costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the agreement.
- Accounting records including cost accounting records that are supported by source documentation.

Contractor shall submit to State such reports, accounts, and records as deemed necessary by State to discharge its obligation under State and Federal laws and regulations, including the applicable 34 Part 74 or 80 Uniform Administrative Requirements and the related 2 CFR Part, 220, 225, 230 (OMBs).

6. CERTIFIED EXPENDITURE (IF APPLICABLE)

Contractor shall certify to the State, on a monthly or quarterly basis as specified in Exhibit F, the Contractor's allowable costs to provide the cooperative program services identified in the Scope of Work, in accordance with the Cooperative Agency Certified Expenditure Budget Summary and Narrative, and applicable Federal regulations and OMB circulars. All such expenditures shall be under the administrative supervision of State and no portion of the certified expenditures shall come from Federal funds. The State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the Cooperative Agency Certified Expenditure Budget Summary.

The total Cooperative Agency certified expenditure share will be matched to Federal funds at no less than 25%, as indicated on the DOR Program Budget Summary. If the value of the certified expenditures by the Contractor is below 25% of the actual total program cost, the Service Budget (DOR 801A) may be reduced after review by the DOR Contract Administrator. State will not pay the Contractor for actual costs claimed on the Service Invoice (DOR 801B) until the certified expenditure summary for the same period has been submitted.

The Contractor contributions, including any in excess of the amount specified in the "Cooperative Agency Certified Expenditure Budget Summary" will be used by State to obtain Federal funds under Section 110 of the Rehabilitation Act of 1973, as amended. Federal funds obtained in excess of the "Total Program Cost" as identified on the "DOR Program Budget Summary" shall accrue to the State.

7. CASH MATCH (IF APPLICABLE)

Each fiscal year, Contractor will pay to State, no less than quarterly, in advance, upon receipt of an invoice from State, all those cash matching funds which are identified within the Program Budget Summary for that fiscal year. State shall not be obligated to pay the Contractor for any contributions made by the Contractor in accordance with the approved budget, it being understood that all matching funds obtained by State from Contractor shall be exclusive funds of the State and no portion of the cash match shall come from Federal funds.

The total Cooperative Agency cash share will be matched to Federal funds at no less than 21.3% as indicated on the "DOR Program Budget Summary".

8. PAYMENT OF EXPENDITURES (IF APPLICABLE)

This is a cost reimbursement contract. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Department of Rehabilitation (DOR) agrees to compensate the Contractor as stated in Exhibit B, Invoicing and Payment 1.A.

Budget must not contain line items that are, or will be, during the period covered by this contract reimbursed/paid by another source of funding. Unexpended funds for a fiscal year shall not be carried over to another fiscal year.

Contract expenditures reimbursed by DOR must be reported as federal funds in the contractor's accounting records and on the Schedule of Federal Awards under the CFDA #84.126A prepared for the OMB A-133 Single Audit.

9. INDIRECT COSTS (IF APPLICABLE)

Indirect costs are allowable costs incurred by an organization which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with 2 CFR Part, 215, 220, 230 (OMBs). The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs/expenditures. The allocation of indirect costs cannot be based on an arbitrary fixed rate. Where an estimated percentage rate is used when the contract is written, the actual rate must be used to bill for indirect costs/administrative overhead; however, the actual rate cannot exceed the contracted budget percentage rate. If the actual rate exceeds the budgeted rate, then an amendment is required prior to billing the actual rate. Documentation to support the allocation rate/method must be maintained by the Contractor and is subject to review by the Department of Rehabilitation, State Auditors, Federal Department of Education auditors, or their designated representatives.

ARRA Coop Public Agency/CRP Contract

Attachment 1

Original

Amendment

Revision

Contractor Name and Address: Rancho Santiago Community College District/ Santa Ana College 2323 N. Broadway Santa Ana, CA 92706-1640		Contract Number:	Federal ID Number: 95-2696799	Page 1 of 1
		Budget Period: 7/1/09 - 6/30/10	Effective Date:	Effective Date:
		Amount Budgeted	Budget Change	Budget Change
				TOTAL BUDGET
1	PERSONNEL			
2	WorkAbility III/ARRA Job Developer 1 FTE @ 40 hours/week	\$34,532.00		\$34,532.00
3	\$20.99/hr.			
4	WorkAbility III/ARRA Job Developer 1 FTE @ 19 hours/week	\$14,922.00		\$14,922.00
5	\$19.10/hr.			
6	WorkAbility III/ARRA Job Developer 1 FTE @ 19 hours/week	\$14,922.00		\$14,922.00
7	\$19.10/hr.			
8	WorkAbility III/ARRA Clerical 1 FTE @ 12 hours/week	\$3,217.00		\$3,217.00
9	\$14.67/hr.			
10				
11				
12				
13	Subtotal	\$67,593.00		\$67,593.00
14	OPERATING			
15	Mileage	\$1,000.00		\$1,000.00
16				
17				
18				
19				
20				
21				
22				
23	Subtotal	\$1,000.00		\$1,000.00
24	Personnel and Operating Subtotal	\$68,593.00		\$68,593.00
25	INDIRECT COST			
TOTALS (rounded to nearest dollar)		\$68,593		\$68,593

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

ARRA Coop Public Agency/CRP Contract

Attachment 1

6.3 (18)

Original

Amendment

Revision

Contractor Name and Address: Rancho Santiago Community College District/ Santa Ana College 2323 N. Broadway Santa Ana, CA 92706-1640		Contract Number: 95-2696799	Contract Number: 95-2696799	Page <u>1</u> of <u>1</u>
Budget Period: 7/1/10 - 9/30/10		Effective Date:	Effective Date:	
Amount Budgeted		Budget Change	Budget Change	TOTAL BUDGET
1	PERSONNEL			
2	Workability III/ARRA Job Developer - FTE @ 40 hours/week	\$11,511.00		\$11,511.00
3	\$20.89/hr			
4	Workability III/ARRA Job Developer - FTE @ 10 hours/week	\$4,974.00		\$4,974.00
5	\$19.10/hr			
6				
7				
8				
9				
10				
11				
12				
13	Subtotal	\$16,485.00		\$16,485.00
14	OPERATING			
15	Mileage	\$373.00		\$373.00
16				
17				
18				
19				
20				
21				
22				
23	Subtotal	\$373.00		\$373.00
24	Personnel and Operating Subtotal	\$16,858.00		\$16,858.00
25	INDIRECT COST			
TOTALS (rounded to nearest dollar)		\$16,858		\$16,858

Indirect costs are allowable costs, incurred by an organization, which support the activities of a program or contract, but are not directly assigned to the specific program or contract and are allocated to the program or contract using a method in compliance with Office of Management and Budget (OMB) circulars. The allocation method must be fully explained in the contract budget narrative and must be supported by actual costs incurred and paid by the organization. The allocation of indirect costs cannot be based on an arbitrary rate.

PERSONNEL

Cooperative Program Functions

WorkAbility III/ARRA Job Developer (Job Developer): Under the supervision of the Coordinator, the Job Developer will coordinate the placement of WA III students/DOR/ARRA consumers into competitive employment.

DUTIES: Place WA III students/DOR/ARRA consumers in competitive employment, conduct intake interviews with referred WA III student/DOR/ARRA consumer to assess job readiness and employment goals, provide job search advisement services as needed to facilitate successful employment, facilitate daily job club, obtain job leads, contact employers to develop specific job sites, provide follow-up services to WA III students/DOR/ARRA consumers, and provide WA III student/DOR/ARRA consumer progress reports to referring DOR counselors.

WorkAbility III Clerical: Under the supervision of the Coordinator, the person in the clerical position will perform general clerical duties for the WorkAbility III/ARRA staff and WA III students/DOR/ARRA consumers conducting job search.

DUTIES: Type applications and employment forms; use computer to input resumes, cover letters, and all other job search correspondence; copy and fax documents and file information.

OPERATING EXPENSES

Mileage – Agency mileage is used solely for the purpose of Employment Preparation, Job Development and Placement services of WA III students/DOR/ARRA consumers and for other contract related activities; such as meetings at DOR offices and other community agencies.

INDIRECT

No Indirect or Administrative Overhead costs are being budgeted for this contract.

EXHIBIT D
(Standard Agreement-Subvention)

SPECIAL TERMS AND CONDITIONS

1. NOTIFICATION

All notices required by either party shall be in writing and sent by email, US mail, or personally delivered to the appropriate address. Mailing addresses may be changed by written notice.

2. SETTLEMENT OF DISPUTES

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with the DOR within ten (10) days of discovery of the problem. Within ten (10) days of receipt of Notice of Dispute, the DOR Contract Administrator shall meet with the Contractor for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and DOR Contract Administrator shall be brought to the attention of the DOR Contract Officer or designated representative of each organization for resolution. The decision of the DOR Contract Officer shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement, which is not affected by the dispute.

3. CONTRACT AMENDMENT

This agreement shall allow amendments should either party, during the term of the agreement, desire a change or amendment to the terms of this agreement, such changes or amendment shall be proposed in writing to the other party. The agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

4. TERMINATION AND CANCELLATION

- A. In addition to the rights under Exhibit C of the Standard Agreement, State or Contractor reserves the right to terminate/cancel this Agreement at its sole discretion at any time upon thirty (30) days prior written notice.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.

- C. Upon receipt of the invoice, progress report and data (if applicable), a final payment will be made to Contractor. This payment shall be for all State-approved, actually incurred costs that in the opinion of State are justified, and shall include services rendered, and materials purchased or utilized (including all non-cancellable commitments) to termination date as specified in the proposal budget.

5. POTENTIAL SUBCONTRACTORS (NOT APPLICABLE TO COOPERATIVE/CASE SERVICE AGREEMENTS)

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall not subcontract any services under this Agreement without prior approval of the State.

6. TRAVEL AND REIMBURSEMENT RATES

Contractor agrees that all travel expenses and per diem rates paid under this contract shall be reimbursed at actual costs not to exceed the Department of Personnel Administration (DPA) designated rates stated on the DPA website. No travel outside the State of California is allowed without prior documented written authorization from the DOR Contract Administrator.

7. SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

8. TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

If said Contractor provides training seminars, workshops, or conferences, Contractor must obtain prior DOR approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference pursuant to this agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor should acknowledge the support of the State whenever publicizing the work under this agreement in any media. The provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor to conduct routine business matters.

9. INSURANCE REQUIREMENTS

A. GENERAL LIABILITY INSURANCE

Contractor must furnish to the DOR a certificate of insurance showing that a limit of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in affect for the contractor. The certificate of insurance shall show that

activities are protected through commercial general liability insurance. Additional insurance, such as automobile liability insurance is required if a motor vehicle is used in the performance of the contract, i.e. transporting of persons by any mode of transportation.

The certificate of insurance must include; (1) the insurer will not cancel the insured's coverage without 30 days prior written notice to the State; and (2) the certificate of insurance must provide the State of California, its officers, agents, employees, and servants are included as additional insured, but only with the respect to work performed for the State of California under the contract.

Evidence of insurance must be issued by an insurance company acceptable to the Department of General Services, Office of Risk Management (DGS/ORIM) or be provided through partial or total self-insurance acceptable to DGS/ORIM.

B. WORKERS' COMPENSATION INSURANCE

1. Contractor shall have and maintain, for the term of this Agreement, workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.
2. Unless a current copy is on file with the agency, Contractor shall submit either an applicable Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure issued by the Director of the agency to the State as evidence of compliance with the workers' compensation insurance requirement.

C. AUTOMOBILE LIABILITY INSURANCE (TRANSPORTING CONSUMERS)

1. **For public schools and for-profit organizations: Automobile Liability insurance** must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract. For **seating capacity up to 7 people** (includes driver), the Contractor's certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 8 –15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,500,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.
2. **For non-profit organizations: Automobile Liability insurance** must include Any-Auto, Hired-Autos, Non-Owned Autos, and any other auto used in performing services under the contract. For **seating capacity of up to 15 people** (includes driver) the certificate of insurance shall state a limit of liability of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. For **seating capacity for 16 passengers** or more the certificate of insurance shall state a limit of liability of not less than **\$5,000,000** per occurrence for bodily injury and property damage liability combined.

10. CONFLICT OF INTEREST (FOR NON-PROFITS ONLY)

- A. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.**
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which give the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.**

11. CONFIDENTIALITY

- A. Contractor agrees that any report or material created during the performance of this contract will not be released to any source except as required by this contract or otherwise authorized by DOR. Any information obtained by Contractor in the performance of this contract is confidential and shall not be published or open to public inspection in any manner, except as authorized by DOR.**
- B. Contractor agrees to maintain the confidentiality of any information concerning any consumers that the contractor may obtain in the performance of this contract, and specifically agrees to comply with the provisions applicable to such information as set forth in 34 Code of Federal Regulations, Section 361.38, Title 9, California Code of Regulations, Section 7140 et seq., and the Information Practices Act of 1977 (California Civil Code Section 1798 et seq.)**
- C. Contractor agrees to report any security breach or incident involving DOR consumers' personal information to the DOR's Contract Administrator and the DOR's Information Security Officer. The DOR's Information Security Officer can be contacted via e-mail at isoinfo@dor.ca.gov.**

Security breaches or incidents that must be reported include, but are not limited to:

- 1. Inappropriate use or unauthorized disclosure of DOR consumers' personal information by the Contractor or the Contractor's assignees. Disclosure methods include, but are not limited to, electronic, paper, and verbal.**
- 2. Unauthorized access to DOR consumers' personal information. Information can be held in medium that includes, but is not limited to, electronic and paper.**
- 3. Loss or theft of information technology (IT) equipment or data containing DOR consumers' personal information. IT equipment includes, but is not limited to, laptop and desktop computers, PDAs, CDs, DVDs, flash drives, servers, printers, peripherals, and any other portable electronic devices and media. Data can be held in medium that includes, but is not limited to, electronic and paper.**

Contractor agrees to provide annual security and privacy training for all individuals who have access to personal, confidential, or sensitive information relating to the performance of this contract. Contractor agrees to obtain and maintain acknowledgements from all individuals to evidence their understanding of the consequences of violating California privacy laws and the contractor's information privacy and security policies. For contractors that do not have a security program that includes annual security and privacy training, a self-training manual is available on the DOR website under the "Providers" tab in the "Requirements" section under "Annual Security and Privacy Training for VR Service Providers." The self-training manual is named "Protecting Privacy in State Government" and can be downloaded at the following link: <http://www.dor.ca.gov/eps/servpro.htm>

Additional training and awareness tools are available at the California Office of Information Security and Privacy Protection (OISPP) website. OISPP created the self-training manual, "Protecting Privacy in State Government" that DOR revised to meet its business needs.

12. AUDIT AND REVIEW REQUIREMENTS

(a) General Audit and Review Requirements

1. Contractor shall submit to the DOR such reports, accounts, and records deemed necessary by the DOR to discharge its obligation under State and Federal laws and regulations, including the applicable 2 CFR Part, 220, 225, 230 (OMB's).
2. Contractor agrees to comply with all laws, regulations, ordinances, and policies of any governmental unit having jurisdiction over the rehabilitation program with regards to construction, medicine, health, safety, wages, hours, working conditions, workers' compensation, licensing and all other activities requiring compliance. Contractor shall accept financial responsibility in the event of non-compliance.
3. Contractor shall provide State's staff access to all Contractor records and evaluations of individuals referred to the program.
4. The State shall have the right to conduct inspections, reviews, and/or audits of the Contractor to determine whether the services provided and the expenditures invoiced by the Contractor were in compliance with this contract agreement and other applicable federal or state statutes and regulations.
5. Contractor agrees that Department of Rehabilitation, State Controller's Office, Department of General Services, Bureau of State Audits, Federal Department of Education Auditors, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the contract, including such books, records, accounts, consumer service records, and other supporting documentation that may be relevant to the audit or investigation.
6. Contractor to include a provision in its independent auditor agreements that allows DOR access to any audit materials, information, and reports in support of the Contractor's "Independent Auditor Report" for review in performance in the event of a DOR audit.

7. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, or until resolution of all issues which may arise as a result of any litigation, claim, negotiation, audit or any other action involving the records prior to expiration of the three (3) year period, whichever is later. Contractor agrees to allow the auditors access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

(b) Annual Federal Finance Audit (For agreements \$500,000 and above)

In addition to the general audit and review requirements, the Contractor agrees to provide an annual audit as required by the federal "Single Audit Act" of 1994, as amended. This audit shall be made in accordance with the Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations).

Contractor agrees to submit one copy of the audit report and all management letters to:

Audit Section
Department of Rehabilitation
721 Capitol Mall, 3rd Floor
Sacramento, CA 95814

Copies of the audit report and letters are due on or before the 15th day of the fifth month following the end of the Contractor's fiscal year.

EXHIBIT E
(Standard Agreement-Subvention)

ADDITIONAL PROVISIONS –SUBVENTION AGREEMENTS

1. FEDERAL REQUIREMENTS

The Federal Office of Management and Budget (OMB) has established unified administrative requirements and cost principles for determining allowable costs chargeable to Federal awards. The Contractor agrees to abide by the following federal rules and regulations applicable to its organization as specifically defined in the following, except where the contract is more restrictive.

- 2 CFR Part 215/34 CFR Part 74 (OMB A-110) – Administration of Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
- 34 CFR Part 80 (OMB A-102) – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 2 CFR Part 220 (OMB A-21) - Cost Principles for Educational Institutions
- 2 CFR Part 225 (OMB A-87) - Cost Principles for State, Local, and Indian Tribal Governments
- 2 CFR Part 230 (OMB A-122) - Cost Principles for Non-Profit Organizations
- OMB A-133 - Audits of States, Local Governments, and Non-Profit Organizations

A copy of the OMB Circulars listed above are available for download and review on the Internet at www.whitehouse.gov/omb/circulars. A copy of Title 34 CFRs are available at <http://www.gpoaccess.gov/cfr/index.html>.

2. FEDERAL FUNDING INTELLECTUAL PROPERTY

In any agreement funded in whole or in part by the federal government, DOR may acquire and maintain the Intellectual Property rights, title and ownership which results directly and indirectly from the agreement. However, the federal government shall have non-exclusive, non-transferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

3. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By signing this contract, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for department, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

4. THE FOLLOWING PROVISIONS ARE SUBJECT TO THIS AGREEMENT (IF APPLICABLE)
- A. Equal Employment Opportunity--All contracts require compliance with E.O. 11246--Equal Employment Opportunity, as amended by E.O. 1137--Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 6--Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
 - B. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended--Contracts of amounts in excess of \$100,000 shall require the Contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to ED and the Regional Office of the Environmental Protection Agency (EPA).
 - C. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)--By signing this agreement, the Contractor who is awarded an agreement of \$100,000 or more certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
 - D. All contractors shall comply with the following statutes and regulations:

Subject: Discrimination on the basis of race, color, or national origin.
Statute: Title VI of the Civil Rights Act of 1964 (45 U.S.C. 2000 through 2000d-4).
Regulation: 34 CFR part 100.

Subject: Discrimination on the basis of sex
Statute: Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683).
Regulations: 34 CFR part 106.

Subject: Discrimination on the basis of handicap.
Statute: Section 504 of the Rehabilitation Act of 1973 (29U.S.C. 794).
Regulation: 34 CFR part 104handicap.

Subject: Discrimination on the basis of age.
Statute: The Age Discrimination Act (42 U.S.C. 6101 et seq.).
Regulation: 34 CFR part 110

EXHIBIT F
(Standard Agreement -Subvention)

COOPERATIVE/CASE SERVICE AGREEMENT PROVISIONS

1. CONTRACT MANUAL

Contractor acknowledges and agrees with the policies requirements and conditions of the Department of Rehabilitation's Standardized Contract Manual and it additional policy requirements and conditions for Case Services/Cooperative Contract Program Agreements as applicable for the Fiscal Year(s) covered under this contract. Match requirements are applicable to Cooperative Programs agreements only.

2. CONTRACTOR'S MONITORING

The Contractor is responsible for monitoring the percentage of time/number of hours devoted by staff on the contract for overall consistency with the contract terms and the approved contracted budget.

3. DOR CONTRACT MONITORING

The DOR Contract Administrator will monitor and document the contractor's performance to ensure compliance with all contract provisions. The DOR Contractor Administrator will:

- A. Maintain documentation on all contract activities, including the performance of the contract services, invoice reviews and approvals, monitoring activities, and other contract administration activities.
- B. Monitor the contract to ensure services were performed according to the quality, quantity, objectives, timeframes and manner specified in the contract, and that the Contractor prepares and maintains adequate documentation to support the services provided, expenditures reimbursements, and/or any applicable match requirements.
- C. Review and approve invoices for payment to substantiate expenditures for the work performed, including verification that costs invoiced for the provision of services to DOR applicants/ consumers during the contract period are based on actual allowable costs, and that the invoices are current, correct, and timely.
- D. Ensure that all Service Invoices, and Certified Expenditure Summaries if applicable, are received within 180 days of the end of the fiscal year. If not received, obtain written justification from the contractor for the delay and a timeline when final invoicing will be received.
- E. Verify that the contractor has fulfilled all requirements of the contract before approving the final invoice.
- F. Ensure there are sufficient funds to pay for all services rendered as required by the contract.

- G. Ensure, by the end of the second quarter, that the projected certified expenditure match will be sufficient to support the budgets as outlined in this contract. If not, contact the appropriate Collaborative Services Program Specialist. (Cooperative Program Contracts only)**
- H. Identify low usage levels and consider partial disencumbrance of contract funds.**
- I. Periodically review personnel activity reports for staff funded by the contract to ensure that the Contractor is preparing and maintaining personnel activity reports in compliance with the applicable OMB circular.**
- J. Verify that all contract staff are providing services in accordance to their duties specified in the contract, including ensuring that:**
- Personnel duty statements or a copy of the Contract Budget Narrative/Contract Duty Statement has been provided to each staff person to communicate the specific duties to be performed under the contract.**
 - Verify that job duties, as provided by the contract staff, match contract duty statements and service descriptions.**
 - Ensure that the contractor has submitted to DOR appropriate documentation that supports the services provided to DOR applicants/consumers, including monthly (or otherwise specified) progress reports, consumer listings, utilization/service reports, and/or other agreed-upon documentation.**
 - Verify that contract staff provide services only to authorized DOR consumers. (Case Service Contracts only)**
 - Review the CAS 170AA report. (Case Service Contracts only)**

**ARRA Cooperative Contract
Rancho Santiago Community College District/Santa Ana College**

EXHIBIT F:

Additional Provisions

I. CONTRACT MONITORING AND REPORTING

The SAC WA III Program Coordinator shall monitor the contract by:

- ✓ Submitting 801B (service invoice) on a quarterly basis including a list of DOR/ARRA consumers served
- ✓ Including a quarterly cover letter outlining contract progress and outcomes with regard to contract objectives in the format required by the DOR Contract Administrator
- ✓ Submitting Personnel Activity Reports or time reporting documents as requested by DOR Contract Administrator
- ✓ Meeting with local DOR and program staff to discuss cooperative and ARRA contract progress as part of the regular quarterly meetings for the WA III cooperative contract.
- ✓ Prepare and submit DOR/ARRA consumer monthly progress reports to include consumer name and other necessary or required information as required by the DOR Contract Administrator.
- ✓ Submitting the final bill within 60 days of the termination of the contract.

II. Transportation of DOR Consumers

- SAC WA III will not provide transportation to DOR consumers under this contract.

EXHIBIT G
(ARRA Agreements-Subvention)

SUPPLEMENTAL TERMS AND CONDITIONS FOR CONTRACTS USING ARRA FUNDS

1. **ARRA FUNDED PROJECT:** Funding for this contract has been provided through the American Recovery and Reinvestment Act (ARRA) of 2009, Pub. L. 111-5. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or State of California (State) entities. The State has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.
2. **ENFORCEABILITY:** Contractor agrees that if Contractor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.
3. **PROHIBITION ON USE OF ARRA FUNDS:** Contractor agrees in accordance with ARRA, Section 1604, that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pools.
4. **REQUIRED USE OF AMERICAN IRON, STEEL AND OTHER MANUFACTURED GOODS:** Contractor agrees that in accordance with ARRA, Section 1605, neither Contractor nor its subcontractors will use ARRA funds for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel and manufactured goods used in the project are produced in the United States in a manner consistent with United States obligations under international agreements. The Contractor understands that this requirement may only be waived by the applicable federal agency in limited situations as set out in ARRA, Section 1605.
5. **WAGE RATE REQUIREMENTS:** In accordance with ARRA, Section 1606, the Contractor assures that it and its subrecipients shall fully comply with said Section and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the federal government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act). It is understood that the Secretary of Labor has the authority and functions set forth in Reorganization Plan Numbered 14 or 1950 (64 Stat. 1267; 5 U.S.C. App.) and Section 3145 of Title 40, United States Code.
6. **INSPECTION OF RECORDS:** In accordance with ARRA Sections 902, 1514 and 1515, Contractor agrees that it shall permit the State of California, the United States Comptroller General or his representative or the appropriate Inspector General appointed under Section 3 or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this contract; and (2) interview any officer or employee of Contractor or any of its subcontractors regarding the activities funded with funds appropriated or otherwise made available by the ARRA. Contractor shall include this provision in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded work.

7. WHISTLEBLOWER PROTECTION:

Contractor agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-federal Contractors, including the State, and all contractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to implementation or use of ARRA funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds. Contractor agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Title XV of Division A of the ARRA.

8. FALSE CLAIMS ACT: Contractor agrees that it shall promptly notify the State and shall refer to an appropriate federal inspector general any credible evidence that a principal, employee, agent, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

9. REPORTING REQUIREMENTS: Pursuant to Section 1512 of the ARRA, in order for state agencies receiving ARRA funds to prepare the required reports, Contractor agrees to provide the awarding state agency with the following information on a monthly (quarterly) basis:

a. The total amount of ARRA funds received by Contractor during the Reporting Period;
b. The amount of ARRA funds that were expended or obligated during the Reporting Period;
c. A detailed list of all projects or activities for which ARRA funds were expending or obligated, including:

- (i.) The name of the project or activity;
- (ii.) A description of the project or activity;
- (iii.) An evaluation of the completion status of the project or activity; and
- (iv.) An estimate of the number of jobs created and /or retained by the project or activity;

d. For any contracts equal to or greater than \$25,000:

- (i.) The name of the entity receiving the contract;
- (ii.) The amount of the contract;
- (iii.) The transaction type;
- (iv.) The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
- (v.) The Program source;
- (vi.) An award title descriptive of the purpose of each funding action;
- (vii.) The location of the entity receiving the contract;
- (viii.) The primary location of the contract, including the city, state, congressional district and country;
- (ix.) The DUNS number, or name and zip code for the entity headquarters;
- (x.) A unique identifier of the entity receiving the contract and the parent entity of Contractor, should the entity be owned by another; and
- (xi.) The names and total compensation of the five most highly compensated officers of the company if it received: 1) 80% or more of its annual gross revenues in Federal awards; 2) \$25M or more in annual gross revenue from Federal awards and; 3) if the public does not have access to information about the compensation of senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of Internal Revenue Code of 1986.

e. For any contracts of less than \$25,000 or to individuals, the information required above may be reported in the aggregate and requires the certification of an authorized officer of Contractor that the information contained in the report is accurate.

Any other information reasonably requested by the State of California or required by state or federal law or regulation.

Standard data elements and federal instructions for use in complying with reporting requirements under Section 1512 of the ARRA, are pending review by the federal government, and were published in the Federal Register on April 1, 2009 [74 FR 14824], and are to be provided online at www.FederalReporting.gov. The additional requirements will be added to this contract(s).

Additional DOR ARRA provisions:

10. **RULES AND REGULATIONS SUBJECT TO IMPOSED REVISIONS OR ADDITIONAL FEDERAL REQUIREMENTS:** The DOR reserves the right to provide addendum(s) to this agreement by written notification to the Contractor of imposed rules and regulation revisions or additional Federal requirements that are subject to ARRA funding and/or reporting requirements, and will be made in reference and included as a part of this agreement.
11. **FRAUD TRAINING:** The Contractor, its employees or any individuals performing activities related to this contract shall certify completion of DOR ARRA Fraud Training no later than 30 days upon contract award. Internet site: <http://drdomino/arra/ARRA%20Fraud%20Training.ppt>
12. **RETURN OF INAPPROPRIATE USE OF FUNDS:** By signing this agreement, Contractor shall certify that in the event of funds used inappropriately, funds must be returned to DOR.