

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, September 13, 2010
2323 North Broadway, #107
Santa Ana, CA 92706

Vision Statement (Board of Trustees)

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

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

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

Americans with Disabilities Acts (ADA)

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

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 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 August 23, 2010

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.

1.6 Presentation of Proceeds from A Celebration of Leadership: A Tribute to

Dr. Edward Hernandez, Jr.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

- 2.1 Report from the Chancellor
- 2.2 Reports from College Presidents
 - Enrollment
 - Facilities
 - College activities
 - Upcoming events
- 2.3 Report from Student Trustee
- 2.4 Reports from Student Presidents
 - Student activities
- 2.5 Reports from Academic Senate Presidents
 - Senate meetings
- 2.6 Informational Presentation on the Budget

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

individuals to be recognized for discussion on a particular matter.

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

3.0 HUMAN RESOURCES

- 3.1 Management/Academic Personnel Action
- Approval of Revised Job Descriptions
 - Approval of Permission to Accept Outside Assignments
 - Approval of Interim to Permanent Positions
 - Approval of Interim Assignments
 - Approval of Changes of Location
 - Approval of Leaves of Absence
 - Approval of Adjusted End Date for Leave of Absence
 - Approval of Adjusted Effective Date for Ratification of Resignations/Retirements
 - Approval of Addition to Assistant Director Assignments/Stipends
 - Approval to Remove Assistant Assignments/Director Stipends
 - Approval of Adjusted Stipends
 - Approval of Part-time/Hourly Hires/Rehires
 - Approval of Non-paid Instructors of Record
 - Approval of Non-paid Intern Services
- 3.2 Classified Personnel Action
- Approval of Out of Class Assignments
 - Approval of Return to Regular Assignments
 - Approval of Changes in Position
 - Approval of Leaves of Absence
 - Ratification of Resignations/Retirements
 - Approval of New Appointments
 - Approval of Out of Class Assignments
 - Approval of Temporary Assignments
 - Approval of Change in Temporary Assignments
 - Approval of Additional Hours for On Going Assignments
 - Approval of Substitute Assignments
 - Approval of Miscellaneous Positions
 - Approval of Community Service Presenters
 - Approval of Volunteers
 - Approval of Student Assistant Lists

- 3.3 Approval of Modification to 2010-2011 Employee Calendar Action
The administration recommends approval of the revised 2010-2011 employee calendar.

4.0 INSTRUCTION

- *4.1 Approval of Santa Ana College (SAC) School of Continuing Education High School Diploma Program Graduate List 2009-2010 Action
The administration recommends approval and certification of the list attached to the agenda of 2009-2010 high school program graduates for the Santa Ana College School of Continuing of Education.
- *4.2 Approval of Santiago Canyon College (SCC), Orange Education Center High School Diploma Program Graduates for 2009-2010 Action
The administration recommends approval and certification of the list attached to the agenda of 2009-2010 high school program graduates for the SCC Orange Education Center.
- *4.3 Approval of First Amendment to Fire Technology Classroom Training Agreement with City of Santa Ana: N-2009-135 Action
The administration recommends approval of this contract renewal for an additional one-year period through December 31, 2011, with the City of Santa Ana.
- *4.4 Approval of Amendment #1 to Criminal Justice Academies Agreement – County of Orange Action
The administration recommends approval of this amendment with the County of Orange in Santa Ana, California.
- *4.5 Approval of New OTA Agreement – Torrance Memorial Medical Center Action
The administration recommends approval of this contract with Torrance Memorial Medical Center in Torrance, California.
- *4.6 Approval of Nursing Agreement for Buena Park Senior Center Action
The administration recommends approval of this clinical affiliation agreement with Buena Park Senior Center.
- *4.7 Approval of Speech-Language Pathology Assistant Program Agreement with Children’s Speech Care Center Action
The administration recommends approval of the speech-language pathology assistant program agreement with the Children’s Speech Care Center in Torrance, California.

- *4.8 Approval of Distance Education Agreement Renewal with City of Santa Ana Action
The administration recommends approval of the inmate education program affiliation agreement with the City of Santa Ana, California.
- *4.9 Approval of Renewal of OTA Agreement – HCR Healthcare, LLC Action
The administration recommends approval of this contract with HCR Healthcare, LLC, in Toledo, Ohio.

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 Addendum to Vicenti, Lloyd & Stutzman, LLP Agreement Action
The administration recommends approval of the addendum to contract services provided by Vicenti, Lloyd & Stutzman, LLP as presented.
- *5.3 Approval of Legal Services Agreement with the Law Offices of Gregory D. Thatch Action
The administration recommends approval of this agreement with the law offices of Gregory D. Thatch to provide legal services as presented.
- 5.4 This item has been deleted.
- *5.5 Approval of Architect Contract – Westberg + White, Inc. Action
The administration recommends approval of the contract with Westberg + White, Inc. as presented.
- *5.6 Approval of Proposal – HMC Architects – Space Inventory Update Action
The administration recommends approval of the proposal from HMC Architects to conduct a space inventory update as presented.
- *5.7 Approval of Additional Construction Management Services for Santa Ana College Child Development Center, Baseball Field ADA Improvements Project and Project Filing/DSA Closeout Assistance Action
The administration recommends approval of the extension of management services for Bernards Management Services as presented.

- *5.8 Approval of Award of Bid #1164 for Asbestos/Hazardous Material Removal Action
The administration recommends approval of awarding Bid #1164 for the asbestos/hazardous material removal to AMPCO Contracting, Inc. as presented.
- *5.9 Approval of Change Order #6 for Bid #1097 for General Construction for Child Development Center at Santa Ana College Action
The administration recommends approval of change order #6 for ISEC, Inc. for Bid #1097 for general construction at the SAC Child Development Center as presented.
- *5.10 Approval of Change Order #3 for Bid #1109 for Plumbing for Child Development Center at Santa Ana College Action
The administration recommends approval of change order #3 for J.M. Farnan Company, Inc. for Bid #1109 for plumbing at the SAC Child Development Center as presented.
- *5.11 Approval of Notice of Completion for Bid #1156 for Renovation of Child Development Center at Centennial Education Center Action
The administration recommends approval of the notice of completion for the renovation of the CEC Child Development Center as presented.
- *5.12 Approval of Architect Change Order for Humanities Building at Santiago Canyon College Action
The administration recommends approval of additional services provided by LPA, Inc. in the amount of \$37,200 as presented.
- *5.13 Approval of Architect Change Order for Infrastructure Projects at Santiago Canyon College Action
The administration recommends approval of additional services provided by LPA, Inc. in the amount of \$46,400 as presented.
- *5.14 Approval of Change Order #1 for Bid #1034 for Landscaping for Athletic/Aquatic Center at Santiago Canyon College Action
The administration recommends approval of change order #1 for Sierra Landscape Company, Inc., for Bid #1034 for landscaping for the SCC Athletic/Aquatic Center.

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

- *5.15 Approval of Change Order #6 for Bid #1076 for Glass/Glazing for the Science Building (Bond Portion) at Santiago Canyon College Action
The administration recommends approval of change order #6 for Best Contracting Services, Inc., for Bid #1076 for glass and glazing for the SCC science building as presented.
- *5.16 Approval of Change Order #6 for Bid #1076 for Glass and Glazing for the Science Building (State Portion) Santiago Canyon College Action
The administration recommends approval of change order #6 for Best Contracting Services for Bid #1076 for glass and glazing at the SCC science building as presented.
- *5.17 Approval of Change Order #1 for Bid #1140 for Plumbing at Chapman Avenue Entry Road and LRC Parking Lot at Santiago Canyon College Action
The administration recommends approval of change order #1 for Interpipe Contracting, Inc. for Bid #1140 for plumbing at Chapman Avenue Entry Road and LRC Parking Lot at SCC as presented.
- *5.18 Approval of Award of Classroom Lease Renewal – Orange Unified School District (OUSD) Action
The administration recommends approval of the one-year lease of classroom space with the OUSD for the period of July 1, 2010, through June 30, 2011, as presented.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- Business Entrepreneurship Center (BEC) – HUB (District) \$100,000
 - College Assistance Migrant Program (CAMP) – Year 4 (SCC) \$425,000
 - NSF Teachers Assisting Students to Excel in Mathematics \$ 15,902
(TASEL-M) – Year 2 (SAC)
 - NSF TEST:UP – Year 3 (SAC) \$163,390
 - Project ASPEN (After School Program Educational Network) (SAC & SCC) \$ 40,000
 - Talent Search – Year 2 (SAC) \$320,832
 - Youth Empowerment Strategies for Success – Independent Living Program (YESS – ILP) (SAC) \$ 22,500

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

- *6.2 Adoption of Resolution No. 10-20 – California Department of Education (CRPM-0080) Action
The administration recommends approval of this resolution with the California Department of Education which authorizes the chancellor or his designee to sign the contract agreement and related documents for the 2010-2011 through 2012-2013 fiscal years.
- *6.3 First Reading of Accreditation Follow-up Report Information
This item is presented as an informational item for first reading by the board.
- *6.4 Adoption of Agreement with University of Southern California School of Social Work for Federal Work Study Interns in Child Development Program Action
The administration recommends approval of the agreement with USC School of Social Work and authorization to be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district.
- *6.5 Authorization of Signatures Action
The administration recommends approval of the list of individuals authorized to sign various documents on behalf of the district.
- 6.6 Reports from Board Committees Information
 - Board Facilities Committee
- 6.7 Board Member Comments Information
- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on September 27, 2010.

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

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

Board of Trustees (Regular meeting)

Monday, August 23, 2010

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 5:00 p.m. by Mr. Larry Labrado. Other members present were Mr. Brian Conley, Dr. David Chapel, Mr. John Hanna, Mr. Mark McLoughlin, Mr. Nathan Selvidge, and Mr. Phillip Yarbrough. Ms. Lisa Woolery was not in attendance due to family business requiring travel out of the country.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Kevin Dilger, Student President at Santiago Canyon 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 July 26, 2010.

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 on the Consent Calendar (as indicated by an asterisk on the agenda) with the exception of Item 5.4 (Approval of Agreement to Provide Civil Engineering Services at Santa Ana College) and Item 5.24 (Approval of Purchase Orders) removed by Mr. Hanna.

4.1 Approval of Adoption of Cooperative Work Experience Education Plan

The board approved the Cooperative Work Experience Education Plan and its submission to the state chancellor's office.

1.5 Approval of Consent Calendar- (cont.)

- 4.2 Approval of Apprenticeship-Barbering Lease Agreement
The board approved the contract with Creation Salon for 2010-2011 as presented.
- 4.3 Approval of Santiago Canyon College Community Services Program for Fall 2010
The board approved the proposed Fall 2010 Community Services Program for Santiago Canyon College.
- 4.4 Approval of Santa Ana College Community Services Program for Fall 2010
The board approved the proposed Fall 2010 Community Services Program for Santa Ana College.
- 4.5 Approval of New OTA Agreement – InJOY Life Resources, Inc.
The board approved this contract with InJOY Life Resources, Inc. in Bellflower, California.
- 4.6 Approval of Renewal of Emergency Medical Technician Agreement with Schaefer Ambulance
The board approved this clinical affiliation agreement with Schaefer Ambulance in Santa Ana, California.
- 4.7 Approval of Renewal of Emergency Medical Technician Agreement with Emergency Ambulance
The board approved this clinical affiliation agreement with Emergency Ambulance in Brea, California.
- 4.8 Approval of Renewal of Emergency Medical Technician Agreement with Medix Ambulance
The board approved this clinical affiliation agreement with Medix Ambulance in Mission Viejo, California.
- 4.9 Approval of Renewal of Emergency Medical Technician Agreement with Care Ambulance
The board approved this clinical affiliation agreement with Care Ambulance in Orange, California.
- 4.10 Approval of Collaboration Agreement Between Rancho Santiago Community College District and Regents of University of California at Irvine-Graduate Student/Faculty Internship Program
The board approved the collaboration agreement with the Regents of the University of California of Irvine for the graduate student/faculty internship program.

1.5 Approval of Consent Calendar- (cont.)

5.1 Approval of Payment of Bills

The board approved the payment of bills for the period July 17, 2010, through August 13, 2010.

5.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for period Ended June 30, 2010

The board approved CCFS-311Q for the period ending June 20, 2010, as presented.

5.5 Approval of Change Order #5 – Bid #1097 – General Construction for the Child Development Center at Santa Ana College

The board approved change order #5, ISEC, Inc. for Bid #1097 for general construction for the Child Development Center at Santa Ana College as presented.

5.6 Approval of Change Order #2 – Bid #1098 – Landscaping for Child Development Center at Santa Ana College

The board approved change order #2, Nature Tech Landscaping, Inc. for Bid #1098 for landscaping for the Child Development Center at Santa Ana College as presented.

5.7 Approval of Change Order #5 – Bid #1102 – Drywall and Plastering at Child Development Center at Santa Ana College

The board approved Change Order #5, Insul Drywall and Plastering, Inc. for Bid #1102 for drywall and plastering at the Child Development Center at Santa Ana College as presented.

5.8 Approval of Change Order #2 – Bid #1108 – Painting of Child Development Center at Santa Ana College

The board approved change order #2, Kronos Painting, Inc. for Bid #1108 for painting of the Child Development Center at Santa Ana College as presented.

5.9 Approval of Change Order #3 - Bid #1122 – Glass and Glazing at Child Development Center at Santa Ana College

The board approved change order #3, E & R Glass Contractors for Bid #1122 for glass and glazing at the Child Development Center at Santa Ana College as presented.

5.10 Approval of Change Order #2 - Bid #1124 - HVAC at Child Development Center at Santa Ana College

The board approved change order #2, APEX Construction, Inc. for Bid #1124 for HVAC at the Child Development Center at Santa Ana College as presented.

1.5 Approval of Consent Calendar- (cont.)

5.11 Approval of Change Order #5 - Bid #1129 – Electrical at the Child Development Center at Santa Ana College

The board approved change order #5, EMAE International, Inc. for Bid #1129 for electrical at the Child Development Center at Santa Ana College as presented.

5.12 Approval of Change Order #2 for Bid #1156 – Renovation of Child Development Center at Centennial Education Center

The board approved change order #2, MDE Group, Inc. for Bid #1156 for renovation of the Child Development Center at Centennial Education Center as presented.

5.13 Approval of Notice of Completion – Bid #1055 – Repair and Resurface of Parking Lot #7 at Santa Ana College

The board approved the notice of completion for the repair and resurfacing of parking lot #7 at Santa Ana College as presented.

5.14 Approval of Architect Change Order – SCC Humanities Building

The board approved the request for additional services in the amount of \$17,000 to LPA Architects to cover the district's request to add solar panels to the Santiago Canyon College Humanities Building as presented.

5.15 Approval of Architect Change Order – SCC Maintenance & Operations Building

The board approved the request for additional services in the amount of \$97,250 plus added reimbursables of \$9,725 to LPA Architects to cover schedule delays in the construction of the maintenance & operations building at Santiago Canyon College as presented.

5.16 Approval of Award of Bid #1149 – Equipment and Furnishings for Athletic and Aquatics Center at Santiago Canyon College

The board awarded Bid #1149 for the equipment and furnishings for the athletic and aquatic center at Santiago Canyon College to Herk Edwards as presented.

5.17 Approval of Change Order #4 – Bid #1058 – Concrete for Science Building (Bond Portion) at Santiago Canyon College

The board approved change order #4, Angeles Contractor, Inc., for Bid #1058 for concrete for the science building at Santiago Canyon College as presented.

5.18 Approval of Change Order #3 – Bid #1060 – Casework and Fixtures for Science Building (State Portion) at Santiago Canyon College

The board approved change order #3, Dow Diversified, Inc. for Bid #1060 for casework and fixtures in the Santiago Canyon College science building as presented.

1.5 Approval of Consent Calendar- (cont.)

5.19 Approval of Change Order #5 – Bid #1064 – Electrical for Science Building (Bond Portion) at Santiago Canyon College

The board approved change order #5, Baker Electric for Bid #1064 for electrical in the science building at Santiago Canyon College as presented.

5.20 Approval of Change Order #2 - Bid #1065 – HVAC for Science Building (State Portion) at Santiago Canyon College

The board approved change order #2, Athena Engineering, Inc. for Bid #1065 for HVAC for the Santiago Canyon College science building as presented.

5.21 Approval of Amended Change Order #5 - Bid #1076 – Glass/Glazing for Science Building (Bond Portion) at Santiago Canyon College

The board approved change order #5, Best Contracting Services, for Bid #1076 for glass and glazing for the Santiago Canyon College science building as presented.

5.22 Approval of Change Order #5 - Bid #1076 – Glass/Glazing for the Science Building (State Portion) at Santiago Canyon College

The board approved change order #5 for Best Contracting Services for Bid #1076 for glass and glazing for the science building at Santiago Canyon College as presented.

5.23 Approval of Extension and Name Change to Capistrano Unified School District's Bid #0708-05

The board approved the continuation of the district's participation in the Capistrano Unified School District Bid #0708-05, including extension through June 30, 2011, and name change from Collins & Aikman Flooring, Inc. to Tandus Flooring, Inc. and future extension as presented.

6.1 Approval of Resource Development Items

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

- Job Tech Center – Green Economy Training (DO)	\$201,648
- SBDC – Latino Training Assistance Program (TAP) (DO)	\$ 50,000
- Saint Joseph Hospital – Clinical Training (SAC)	\$117,464
- USDA – Partnerships for Transfer Success Program (PTSP) (SAC)	\$290,000

6.2 Approval of Subcontract Agreement (DO-10-013) Between RSCCD and Central County Regional Occupational Program (CCROP) for 2009-2012 Workforce Innovation Partnership Grant

The board approved the subcontract agreement between the district and CCROP for the 2009-2012 Workforce Innovation Partnership Grant and the Vice Chancellor, Business/Fiscal Services or his designee be authorized to sign the subcontract agreement.

1.5 Approval of Consent Calendar- (cont.)

6.3 Approval of 3rd Amendment to Subcontract Agreement (DO-09-006) between RSCCD and Central County ROP

The board approved the 3rd amendment to the subcontract agreement and authorized the Vice Chancellor, Business/Fiscal Service to sign the subcontract agreement.

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

There were no public comments.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

2.3 Report from Student Trustee

Mr. Nathan Selvidge provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

2.6 Facilities Master Plan Update

Ms. Deborah Shepley, Principal Community College Practice Leader at HMC Architects, provided a report to the board.

Mr. Yarbrough left the meeting at this time.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:25 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957.b.1)
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
 - d. Professional Experts
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government code Section 54956.9[b]-[c])) – 3 cases
3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Exec Vice Chancellor, Human Resources and Educational Services
Employee Organizations: Continuing Education Faculty Association
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board reconvened at 6:52 p.m.

Closed Session Report

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

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Extensions of Interim Assignments
- Approve Adjusted Effective Date for Appointment
- Approve 2010-2011 Coordinator Assignments/Stipends for 175 Faculty
- Approve 2010-2011 Coordinator Assignments/Stipends for 192 Day Faculty
- Approve Appointments
- Approve Hiring of Long-term Substitute Temporary Employee per Ed. Code 87482
- Approve Interim Assignments
- Approve Stipends
- Approve Part-time/Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Service

3.2 Classified Personnel

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

- Approve 2010-2011 CSEA Salary Schedule
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Changes in Positions
- Approve Change in Salary Placement
- Ratify Resignations/Retirements
- Approve New Assignments
- Approve Changes in Locations
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters
- Approve Volunteers
- Approve Student Assistants

3.3 Rejection of Claim #10-0706DC

It was moved by Mr. Conley, seconded by Mr. Selvidge, and carried unanimously to authorize the chancellor or his designee to reject claim #10-0706DC.

3.4 Rejection of Claim #10-0712RH

It was moved by Mr. Conley, seconded by Mr. Selvidge, and carried unanimously to authorize the chancellor or his designee to reject claim #10-0712RH.

3.5 Authorization for Board Travel/Conferences

It was moved by Mr. Conley, seconded by Mr. Selvidge, and carried unanimously to approve travel by board members as presented.

4.0 INSTRUCTION

All items were approved as part of Item 1.5 (Consent Calendar).

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.3, and 5.5 through 5.23 were approved as part of Item 1.5 (Consent Calendar).

5.2 Quarterly Investment Report as of June 30, 2010

The quarterly investment report as of March 31, 2009, was presented as information.

5.4 Approval of Agreement to Provide Civil Engineering Services at Santa Ana College

It was moved by Mr. Hanna and seconded by Mr. Conley to approve the proposal from Luzuriaga-Taylor, Inc. for civil engineering services at Santa Ana College as presented. Discussion ensued. The motion carried unanimously.

5.24 Approval of Purchase Orders

It was moved by Mr. Hanna and seconded by Mr. Conley to approve the purchase order listing for the period July 10, 2010 through August 6, 2010. Discussion ensued. The motion carried unanimously.

5.25 Acceptance of Resignation/Appointment for Measure E Citizens' Bond Oversight Committee

It was moved by Mr. Conley, seconded by Mr. McLoughlin, and carried unanimously to approve the resignation of Mr. Darin Woinarowicz and appointment of Ms. Shelly Berryman to the Citizens' Bond Oversight Committee as the business representative for a two-year term as presented.

5.26 Approval of Five Year Construction Plan (2012-2016)

It was moved by Mr. Conley, seconded by Dr. Chapel, and carried unanimously to approve the Five Year Construction Plan (2012-16) as presented.

6.0 GENERAL

Items 6.1, 6.2, and 6.3 were approved as part of Item 1.5 (Consent Calendar).

6.4 Appointment to Community College League of California (CCLC) Advisory Committee on Legislation (ACL)

It was moved by Dr. Chapel, seconded by Mr. McLoughlin, and carried unanimously to approve Trustee Hanna's appointment to the CCLC Advisory Committee on Legislation during the 2010-2011 calendar year.

6.5 Appointment of a RSCCD Community Representative (2010-2011) to the Orange County Community Colleges Legislative Task Force (OCLTF)

It was moved by Mr. McLoughlin, seconded by Mr. Hanna, and carried unanimously to select Mr. Greg Barazza as the RSCCD community representative to serve on the 2010-2011 task force.

6.6 Board Member Comments

Mr. Conley thanked the board and staff for well wishes on his recovery from knee surgery.

Mr. Hanna thanked the board for approving his appointment to the CCLC Advisory Committee on Legislation.

Mr. Hanna and Mr. Labrado congratulated the college presidents on their convocations to begin the academic year.

Mr. Hanna commended SCC on its recent water program event and the chancellor for signing a waiver to facilitate the passage of SB 1440 (student transfer bill).

Various board members welcomed the chancellor to the district.

Mr. Hanna thanked the chancellor for congratulating the three trustees who are running unopposed in the November elections; thereby eliminating district expenses related to an election.

Mr. Hanna indicated Assemblyman Solorio has authored a textbook bill that is in route to the Governor's desk.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on September 13, 2010, at the District Office, 2323 N. Broadway, Santa Ana, California.

There being no further business, Mr. Labrado declared this meeting adjourned at 7:02 p.m.

Respectfully submitted,

Dr. Raúl Rodríguez
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: September 13, 2010

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

September 13, 2010

MANAGEMENT

Revised Job Description/Attachment #1

Risk Manager
Human Resources and Educational Services
District

Effective: September 14, 2010
Grade Level: H
Designation: Classified Supervisor

Permission to Accept Outside Assignment

Lundquist, Sara -- To serve on the President's Advisory Commission for the White House Initiative on Educational Excellence for Hispanics from September 1, 2010, through December 31, 2012.

Interim to Permanent

Maus, Donald
Risk Manager
Human Resources and Educational Services
District

Effective: September 14, 2010
Salary Placement: H-4 \$7,309.00/Month
(No Change)

FACULTY

Interim Assignment

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

Effective: August 16, 2010
Salary Placement: MT/AA-1 \$35,364

Changes of Location

Karter, Jacqueline
Master Teacher
Child Development Services
District

September 1, 2010
From: SAC Child Development Center
To: SCC Child Development Center

FACULTY (CONT'D)

Changes of Location (cont'd)

Mangali, Colleen
Master Teacher
Child Development Services
District

Effective: September 1, 2010
From: SCC Child Development Center
To: SAC Child Development Center

Sandoval, Guadalupe
Teacher
Child Development Services
District

Effective: August 24, 2010
From: SAC Child Development Center
To: OEC Child Development Center

Santamaria, Sandra
Teacher
Child Development Services
District

Effective: August 16, 2010
From: SAC Child Development Center
To: SCC Child Development Center

Leaves of Absence

Fernandez, Nidia Navarro
Part-time Counselor
Centennial Education Center
Santa Ana College

Effective: August 2 – September 29, 2010
Reason: Maternity Leave

Strong, Kevin
Professor, Speech Communication
Fine and Performing Arts Division
Santa Ana College

Effective: August 16, 2010 – May 20, 2011
Reason: Banked Leave (9.93 LHE/33.1%)

Adjusted End Date for Leave of Absence

Norwood, Joyce
Counselor, EOPS
Student Services Division
Santa Ana College

Effective: July 26, 2010 – May 20, 2011
Reason: Banked Leave (30 LHE)

Adjusted Effective Date for Ratification of Resignation/Retirement

Norwood, Joyce
Counselor, EOPS
Student Services Division
Santa Ana College

Effective: May 20, 2011
Reason: Retirement

FACULTY (CONT'D)

Add Assistant Director Assignment/ Stipend

Aguilera, Yolanda
Assistant Director/Master Teacher
SACE Child Development Center
Child Development Center
District

Effective: September 1, 2010
Amount: \$300/Month

Castaneda, Daisy
Assistant Director/Master Teacher
SAC Child Development Center
Child Development Center
District

Effective: September 1, 2010
Amount: \$300/Month

Remove Assistant Assignment/Director Stipend

Karter, Jacqueline
Master Teacher
SCC Child Development Center
Child Development Services
District

Effective: September 1, 2010
Amount: \$300/Month

Adjusted Stipend

Pickett, Gary
Assistant Coach, Men's Cross Country
Exercise Science
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 23, 2010 - December 11, 2010
Adjusted Amount from \$4,500.00 to \$2,250.00

Part-time/Hourly Hires/Rehires

Ahumada, Raul
Instructor, Criminal Justice
Human Services and Technology Division
Santa Ana College

Effective: September 14, 2010
Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

Brown, Guy
Instructor, Fire Technology (equivalency)
Human Services and Technology Division
Santa Ana College

Effective: September 14, 2010
Hourly Lecture/Lab Rate: I-4 \$54.32/\$46.17

FACULTY (CONT'D)

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

Bustard, Michael
Instructor, High School Subjects Bridge
Continuing Education Division/CEC
Santa Ana College

Effective: August 23, 2010
Hourly Lecture Rate: II-2 \$41.97

Carrasco, Daisy
Instructor, High School Subjects/Math (equivalency)
Continuing Education Division/CEC
Santa Ana College

Effective: August 23, 2010
Hourly Lecture Rate: I-2 \$40.97

Combs, Michelle
Instructor, English
Arts, Humanities and Social Science Division
Santiago Canyon College

Effective: August 16, 2010
Hourly Lecture Rate: II-3 \$54.32

Enright, Evan
Instructor, Mathematics
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 16, 2010
Hourly Lecture Rate: II-3 \$54.32

Irons, Catherine
Instructor, Criminal Justice
Human Services and Technology Division
Santa Ana College

Effective: September 14, 2010
Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

Jereb, Claudia
Instructor, English
Humanities and Social Sciences Division
Santa Ana College

Effective: August 16, 2010
Hourly Lecture Rate: II-3 \$54.32

Keener, Daniel
Instructor, English
Humanities and Social Sciences Division
Santa Ana College

Effective: August 16, 2010
Hourly Lecture Rate: II-3 \$54.32

FACULTY (CONT'D)

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

Lawrence, George
Instructor, High School Subjects/Bridge
Continuing Education Division/CEC
Santa Ana College

Effective: August 30, 2010
Hourly Lecture Rate: II-2 \$41.97

Lee, Clement
Counselor
Counseling and Student Support Services Division
Santiago Canyon College

Effective: September 15, 2010
Hourly Lab Rate: II-3 \$46.17

Molina, Fausto
Instructor, High School Subjects/Bridge (equivalency)
Continuing Education Division/CEC
Santa Ana College

Effective: August 30, 2010
Hourly Lecture Rate: I-2 \$40.97

Mundala, Kimberly
Instructor, ESL
Continuing Education Division/CEC
Santa Ana College

Effective: September 8, 2010
Hourly Lecture Rate: II-2 \$41.97

Nguyen, Huan (Mark)
Instructor, Pharmacy Technology
Human Services and Technology Division
Santa Ana College

Effective: August 26, 2010
Hourly Lecture/Lab Rate: III-3 \$57.03/\$48.48

Ramirez, Griseld
Site Director I at El Sol Site
Continuing Education Division/CEC
Santa Ana College

Effective: September 13, 2010
Hourly Rate: \$42.50

Resnick, Bryan
Instructor, Exercise Science
Mathematics and Sciences Division
Santiago Canyon College

Effective: August 23, 2010
Hourly Lecture/Lab Rate: II-3 \$54/32/\$46.17

Ross, Kevin
Instructor, Library Technology
Academic Affairs
Santa Ana College

Effective: August 23, 2010
Hourly Lecture Rate: II-3 \$54.32

FACULTY (CONT'D)

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

Swanlund, Brewster
Instructor, English
Humanities and Social Sciences Division
Santa Ana College

Effective: August 23, 2010
Hourly Lecture Rate: II-3 \$54.32

Stein, Nichole
Instructor, 3-D Animation
and Video Games (equivalency)
Fine and Performing Arts Division
Santa Ana College

Effective: August 16, 2010
Hourly Lecture/Lab Rate: I-3 \$51.73/\$43.97

Walker, Kenneth
Instructor, High School Subjects/Bridge
Continuing Education Center/CEC
Santa Ana College

Effective: September 7, 2010
Hourly Lecture Rate: II-2 \$41.97

Non-paid Instructors of Record

Bowden, Christopher
Instructor, Fire Technology (equivalency)
Upland Fire Department
Human Services and Technology Division
Santa Ana College

Effective: September 14, 2010

Gallio, William
Instructor, Fire Technology (equivalency)
Fullerton Fire Department
Human Services and Technology Division
Santa Ana College

Effective: September 14, 2010

Garrett, Ben
Instructor, Fire Technology (equivalency)
Fullerton Fire Department
Human Services and Technology Division
Santa Ana College

Effective: September 14, 2010

FACULTY (CONT'D)

Non-paid Instructors of Record (cont'd)

Grant, Jeff
Instructor, Fire Technology (equivalency)
Fullerton Fire Department
Human Services and Technology Division
Santa Ana College

Effective: August 30, 2010

Gray, Peter
Instructor, Fire Technology (equivalency)
Fullerton Fire Department
Human Services and Technology Division
Santa Ana College

Effective: August 30, 2010

Magoon, Matthew
Instructor, Fire Technology (equivalency)
Upland Fire Department
Human Services and Technology Division
Santa Ana College

Effective: September 14, 2010

Mettler, Brevyn
Instructor, Fire Technology (equivalency)
Huntington Beach Fire Department
Human Services and Technology Division
Santa Ana College

Effective: September 14, 2010

Stealey, Lawrence
Instructor, Fire Technology (equivalency)
Fullerton Fire Department
Human Services and Technology Division
Santa Ana College

Effective: September 14 2010

Summers, Michael
Instructor, Fire Technology (equivalency)
Santa Ana Fire Department
Human Services and Technology Division
Santa Ana College

Effective: September 14, 2010

FACULTY (CONT'D)

Non-paid Intern Service

Cho, Grace
Library Intern
Library, Arts, Humanities and
Social Sciences Division
Santiago Canyon College

Effective: September 14 – December 10, 2010
College Affiliation: San Jose State University

Morales, Jonathan
Center for International Trade
Development Intern
Educational Services
District

Effective: September 14, 2010 – February 28, 2011
College Affiliation: CSU, Fullerton

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
Revised September 2010

RISK MANAGER

CLASS SUMMARY

Under general direction, plans, organizes and directs the risk management, environmental safety, and insurance programs of the district; plans, negotiates and maintains the district's property/liability, health benefits, worker's compensation, and student accident insurance programs.

REPRESENTATIVE DUTIES

Prepares insurance specifications, analyzes bids, and negotiates policy terms, rates and related matters; recommends modifications to insurance programs; acts as the district's liaison with insurance carriers, brokers, and self-insurance pools regarding contract interpretation, enrollment and claims processing; plans and directs the employee medical, dental, vision and life insurance programs; prepares and monitors the self-insurance fund budget and keeps senior management apprised of expenditure trends and projections; administers and maintains the district's worker's compensation program; reviews hold harmless and indemnification agreements; receives and processes liability claims in accordance with applicable Government Code provisions; confers with the Joint Benefits Committee on claim trends and modifications to the employee insurance program; assists employees in the resolution of insurance claim problems; develops, implements, and maintains programs to ensure compliance with CAL/OSHA and other local, state, federal safety regulations to help ensure a safe and healthful environment for faculty, staff, students, and visitors; serves as liaison to CAL/OSHA and other regulatory agencies; serves as chemical hygiene officer for the district; develops, implements, and maintains environmental safety compliance programs; manages the district's hazardous waste program; coordinates facilities inspections to ensure that hazards are identified and corrected; reviews and approves drivers of district vehicles; maintains the Employee Injury and Illness Prevention Program to identify areas of high injury or accident rates and to develop reduction measures; performs related duties as assigned.

ORGANIZATIONAL RELATIONSHIPS

This position reports to the Executive Vice Chancellor, Human Resources and Educational Services. Supervises assigned technical and clerical employees.

RISK MANAGER (continued)

DESIRABLE QUALIFICATION GUIDE

Training and Experience

Any combination of training and/or experience equivalent to a Bachelor's degree and two years of relevant experience in risk management and/or safety.

Knowledge and Abilities

Knowledge of district operations as they pertain to employees and students; principles and practices of business/ public administration and insurance. Local, state and federal safety, environmental and hazardous waste codes and regulations. Biological and chemical safety standards and practices, laboratory safety procedures, physical hazard and safety engineering. Current industry safety standards and practices.

Skills: in communicating effectively with staff, students and the general public.

Ability to: understand, interpret and apply laws, rules, regulations, and policies pertaining to insurance and worker's compensation; apply general principles of administration and management to specific problems; collect, analyze, interpret and evaluate data, draw sound conclusions, and make appropriate recommendations; exercise effective management and fiscal control over self-insured programs; write concise, understandable, and legally appropriate reports; make clear and effective oral presentations; cope with novel and difficult problems; establish and maintain cooperative and effective relationships with employee organization representatives, insurance carriers, attorneys, district officials, and others; train, supervise and evaluate the work of subordinates.

Required License: a valid California driver's license.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
ADDENDUM TO HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
September 13, 2010

MANAGEMENT

Permission to Accept Outside Assignment

Fujimoto, Norman – To serve on the Chancellor's Office Basic Skills Advisory Committee from September 2010, through June 2011.

Fujimoto, Norman – To serve on the State Educational Technology Advisory Committee from August 2009, through August 2012.

Fujimoto, Norman – To Serve on the State Basic Skills Task Force from August 2009, through August 2012.

FACULTY

Non-paid Intern Service

Castro, Edith
Speech Language Pathology
Assistant Intern
Disabled Students Programs and Services
Santa Ana College

Effective: September 14 – December 12, 2010
College Affiliation: Santa Ana College (PYLSD)

Gendron, Josefina
Speech Language Pathology
Assistant Intern
Disabled Students Programs and Services
Santa Ana College

Effective: September 14 – December 12, 2010
College Affiliation: Santa Ana College (PYLSD)

Wolfe, Carolyn
Speech Language Pathology
Assistant Intern
Disabled Students Programs and Services
Santa Ana College

Effective: September 14 – December 12, 2010
College Affiliation: Santa Ana College (PYLSD)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
CLASSIFIED
SEPTEMBER 13, 2010

CLASSIFIED

Out of Class Assignment

Lopez, Felipe
Senior Custodian/ SAC

Effective: 09/27/10 – 11/05/10
Grade 7, Step 5 + 2.5%L \$3659

Mugica, Michael
Plant Manager/ SAC

Effective: 08/02/10 – 08/05/10
Grade I, Step 1 + 7.5%L + 1pG \$6454.67
Supervisory

Recinos, Theresa
Bookstore Operations Specialist/ SCC

Effective: 07/26/10 – 08/23/10
Grade 13, Step 5 + 2.5%L + 2PG \$4875.33

Sanchez, Salvador
Maintenance Utility Worker/ SAC

Effective: 07/01/10 – 12/31/10
Grade 8, Step 4 + 5%SW + 7.5%L \$3979

Tapia, Manual
Skilled Maintenance Worker/ SAC

Effective: 07/01/10 – 12/31/10
Grade 11, Step 4 \$4020

Return to Regular Assignment

Penning, Kerry
Intermediate Clerk/ Student Services/ SAC

Effective: August 27, 2010
Grade 5, Step 6 + 5%L @ 75% FTE
\$2737.5

Change in Position

Dinh, Ngoc H
From: Financial Aid Computer Tech
To: Financial Aid Computer Analyst
(Reorg 652) SAC

Effective: August 9, 2010
Grade 13, Step 5 + 2.5%L + 2PG
\$4875.33

Leave of Absence

Morrow, Linda
Program Specialist/ Student Services/ SAC
Effective: 12/13/10 – 12/17/10
01/03/11 – 01/07/11
03/07/11 – 03/11/11
05/23/11 – 06/24/11
Reason: Non Paid Period
10 Month Contract

Ratification of Resignation/Retirement

Godinez, Patricia
High School & Comm. Outreach
Specialist/ SCC
Effective: September 3, 2010
Reason: Resignation

Vargas Klase, Margarita
Administrative Secretary/ Student Services/
SAC
Effective: December 30, 2010
Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Palomares, Eva
Transfer Center Specialist/ Counseling/
SAC (Recall from 39 Month List)
Effective: September 1, 2010
19 Hours/Week 12 Month
Grade 11, Step A + 2PG \$19.95/ Hour +
\$41.67/Mo. PG

Out of Class Assignment

Rice, Tera
Bookstore Buyer/ SCC
Effective: 07/19/10 – 08/23/10
Grade 10, Step A \$19.10/Hour

Ratification of Resignation/Retirement

Herrera, Alicia
Instructional Assistant/ ABE/ OEC
Effective: August 16, 2010
Reason: Resignation

Nguyen, Tuan Peter
Transfer Center Specialist/ Counseling/
SAC
Effective: August 5, 2010
Reason: Resignation

TEMPORARY ASSIGNMENT

Lo, Long
Instructional Assistant/ Biology/ SAC
Effective: 09/14/10 – 05/22/11
Not to exceed 39 weeks in the fiscal year.

Nguyen, Jimmy
Instructional Assistant/ Pharmacy/ SAC
Effective: 09/14/10 – 06/30/11
Not to exceed 39 weeks in the fiscal year.

Change in Temporary Assignment

Perez, Lakyschia
Student Program Specialist/ SAC
Effective: 07/05/10 – 06/30/11
Not to exceed 39 weeks in the fiscal year.

Additional Hours for On Going Assignment

Ediss, Christine
Counseling Assistant/ Student Services/
SAC
Effective: 08/25/10 – 09/30/10
Not to exceed 19 consecutive working days
in any given period.

Kay, Trevor
Admissions & Records Spec. I/ SAC
Effective: 07/01/10 – 09/30/10
Not to exceed 19 consecutive working days
in any given period.

Nguyen, Hung
Admissions & Records Spec. I/ SAC
Effective: 08/24/10 – 09/30/10
Not to exceed 19 consecutive working days
in any given period.

Taylor, Katherine
Admissions & Records Spec. I/ SAC
Effective: 08/24/10 – 09/30/10
Not to exceed 19 consecutive working days
in any given period.

Substitute Assignments

Hernandez, Marisa
Administrative Secretary/ Student Services/
SAC
Effective: 08/30/10 – 12/31/10

Medina, Alfonso
Custodian/ Admin. Services/ SCC
Effective: 08/23/10 – 06/30/11

Sok, Long
Custodian/ Admin. Services/ SCC
Effective: 08/23/10 – 06/30/11
Not to exceed 19 consecutive working days
in any given period.

MISCELLANEOUS POSITIONS

Alderette, Xavier Model/ Fine & Performing Arts/ SCC	Effective: 08/26/10 – 05/22/11
Alderette, Xavier Model/ Fine & Performing Arts/ SAC	Effective: 08/26/10 – 05/21/11
Blackwel, Pam Model/ Fine & Performing Arts/ SAC	Effective: 08/23/10 – 05/21/11
Blackwell, Pam Model/ Fine & Performing Arts/ SCC	Effective: 08/23/10 – 05/22/11
Clary, Ling Ling Community Services Presenter/ SCC	Effective: 08/31/10
Emaguna, Johnathan	Effective: 07/15/10 – 08/10/10
Friebert, Martin Community Services Presenter/ SCC	Effective: 08/25/10
Marron, Adriana Child Dev. Intern I/ CDC/ SCC	Effective: 08/26/10 – 06/30/11
Mullen, James Model/ Fine & Performing Arts/ SCC	Effective: 08/26/10 – 05/22/11
Pardo Ramirez, Ericka Child Dev. Intern II/ CDC/ SAC	Effective: 08/24/10 – 06/30/11
Ramos, Dori Child Dev. Intern I/ CDC/ SAC	Effective: 08/25/10 – 06/30/11
Schindlebeck, Judy Community Services Presenter/ SAC	Effective: 08/31/10
Thurston, Dawna Community Services Presenter/ SCC	Effective: 08/24/10

COMMUNITY SERVICE PRESENTERS
Stipends Effective July 11 - August 10, 2010

Adams, Stephanie	Amount: \$ 58.66
Adney, Curtis	Amount: \$ 392.19
Blackford, Briana	Amount: \$ 1,777.36
Blackmore, Gary	Amount: \$ 1,100.00
Bradley, Sabrina	Amount: \$ 679.99
Bradley, Sabrina	Amount: \$ 244.40
Bullock, James	Amount: \$ 274.92
Buonanotte, Pamela	Amount: \$ 274.92
Buonanotte, Pamela	Amount: \$ 266.21
Burns, Brigitte	Amount: \$ 174.46
Coffman, Jodi	Amount: \$ 215.00
Conrad, Robert	Amount: \$ 240.00
Crowley, Debra	Amount: \$ 1,050.00
Emaguna, Johnathan	Amount: \$ 447.44
Fedko, John	Amount: \$ 450.23
Felhous, Charna	Amount: \$ 420.00
Frazier, Margaret	Amount: \$ 256.65
Glicksir, Barbara	Amount: \$ 1,820.00
Gorman, Ron	Amount: \$ 717.33
Harriger, James	Amount: \$ 78.96
Harris, Karen	Amount: \$ 450.00

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective July 11 – August 10, 2010

Haugen, Nancy	Amount: \$ 420.00
Jackson, Michelle	Amount: \$ 157.92
Krusemark, LeeAnne	Amount: \$ 148.15
Larsen, JoEllen	Amount: \$ 522.35
Larsen, JoEllen	Amount: \$ 564.38
Lopez-Sheldon, Maria	Amount: \$ 1,960.00
Mack, Karen	Amount: \$ 143.72
Manuel, Robert	Amount: \$ 726.43
Munoz, Jayne	Amount: \$ 450.00
Neal, Phyllis	Amount: \$ 210.00
Neal, Phyllis	Amount: \$ 240.00
Nolasco, Jeffrey	Amount: \$ 810.00
O'Connell, Jalon	Amount: \$ 99.26
Parker, Taylor	Amount: \$ 600.00
Potter, John	Amount: \$ 435.00
Ratanjee, Sumati	Amount: \$ 356.45
Rivera, Rodrigo	Amount: \$ 246.38
Roman, Carol	Amount: \$ 420.00
Scott, Randy	Amount: \$ 240.00
Torres, Brenda	Amount: \$ 180.00
Watson, Katherine	Amount: \$ 225.85

VOLUNTEERS

Macey, Mike Non Student/ Student/ Services/ SAC	Effective: 09/14/10 – 06/30/11
Resnick, Bryan Non Student/ Exercise Science/ SAC	Effective: 09/14/10 – 06/30/11
Velazquez, Ana Non Student/ Exercise Science/ SAC	Effective: 09/14/10 – 06/30/11

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Alegria, Marlene	Effective: 08/23/10-06/30/11
Arrieta, Christopher	Effective: 08/25/10-06/30/11
Baez, Karla Kenia	Effective: 08/23/10-06/30/11
Barajas, Nancy Adela	Effective: 08/24/10-06/30/11
Carbajal, Rodolfo	Effective: 08/25/10-06/30/11
Casares, Rosario Romero	Effective: 08/26/10-06/30/11
Chang, Li-Tung	Effective: 08/30/10-06/30/11
Espinoza, Abigail	Effective: 08/25/10-06/30/11
Fisher, Steven Saule	Effective: 08/25/10-06/30/11
Flores, Claudia Minerva	Effective: 08/23/10-06/30/11
Gonzalez-Cuevas, Jessica Michell	Effective: 08/26/10-06/30/11
Hubert, Adriana	Effective: 08/24/10-06/30/11
Le, Anh Duc	Effective: 08/23/10-06/30/11
Martinez Marcial, Rosa Natalia	Effective: 08/23/10-06/30/11
Nguyen, Nghiem Minh	Effective: 08/30/10-06/30/11
Nguyen, Nhu N	Effective: 08/23/10-06/30/11
Nguyen, Thinh Huu	Effective: 08/24/10-06/30/11
Nguyen, Tien Dinh	Effective: 08/26/10-06/30/11
Salgado, Itzself Karina	Effective: 08/30/10-06/30/11
Salinas, Jose Alexander	Effective: 08/30/10-06/30/11
Serna Laris, Nancy	Effective: 09/07/10-06/30/11
Tajalle, Glenn Patrick	Effective: 08/26/10-06/30/11
Tran, Nguyen Phuc	Effective: 08/25/10-06/30/11
Villegas, Jennifer	Effective: 08/23/10-06/30/11

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

Aguilar, Berenice	Effective: 08/23/10-06/30/11
Aguilar, Maria	Effective: 08/23/10-06/30/11
Avila, Joana	Effective: 08/16/10-06/30/11
Bennett, Nicholas	Effective: 08/23/10-06/30/11
Cabrera, Amber	Effective: 08/23/10-06/30/11
Campos, Michael	Effective: 08/19/10-06/30/11
Clanahan, Robert	Effective: 08/23/10-06/30/11
Ciuba, Sharayah	Effective: 08/23/10-06/30/11
Dustin, Peeken	Effective: 08/16/10-06/30/11
Espinoza, Jonathan	Effective: 08/16/10-06/30/11
Flegal, Melissa	Effective: 08/23/10-06/30/11
Gomez, Raymond	Effective: 08/16/10-06/30/11
Hardin, Eboni	Effective: 08/25/10-06/30/11
Hoang, Thanh Nga T.	Effective: 08/23/10-06/30/11
Krueger, David	Effective: 08/16/10-06/30/11
Lagunes, Leonila	Effective: 08/23/10-06/30/11
Lewis, Lisa	Effective: 08/16/10-06/30/11
Macias, Jazmin	Effective: 08/16/10-06/30/11
Medina, Jennifer	Effective: 08/16/10-06/30/11
Morales, Mackensie	Effective: 08/16/10-06/30/11
Nabelsi, Sarah	Effective: 08/24/10-06/30/11
Navarro, Christopher	Effective: 08/23/10-06/30/11
Phan, My Loi	Effective: 08/23/10-06/30/11
Quiroz, Sarah	Effective: 08/23/10-06/30/11
Reyes, Blanca	Effective: 08/23/10-06/30/11
Romero, Carlos	Effective: 08/16/10-06/30/11
Sarabia, Olivia	Effective: 08/23/10-06/30/11
Smith, Andrew	Effective: 08/16/10-06/30/11
Torres, Viviana	Effective: 08/23/10-06/30/11
Valdez, Daniel	Effective: 08/16/10-06/30/11
Vasquez, Matthew	Effective: 08/16/10-06/30/11
Winn, Kahnrad	Effective: 08/25/10-06/30/11

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DOCKET
CLASSIFIED
SEPTEMBER 13, 2010
ADDENDUM**

TEMPORARY

Nguyen, Jimmy
Instructional Assistant/ Pharmacy/ SAC

Effective: 09/14/10 – 06/30/11
Not to exceed 39 weeks in the fiscal year.

Castellanos, Margie
Counseling Assistant/ School of Continuing
Educ./ SAC

Effective: 09/24/10 – 11/20/10
Not to exceed 39 weeks in the fiscal year.

VOLUNTEERS

Barasch, Richard
Non Student/ EOPS/ SAC

Effective: 09/14/10 – 06/30/11

Lee, Alfred
Non Student/ EOPS/ SAC

Effective: 09/14/10 – 06/30/11

Tejan, John
Non Student/ Exercise Science/ SAC

Effective: 09/14/10 – 06/30/11

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

To: Board of Trustees	Date: September 13, 2010
Re: Approval of Modification to 2010-2011 Employee Calendar	
Action: Request for Approval	

BACKGROUND

The Board of Trustees approved the contract settlement with CSEA at the June 25, 2010 board meeting. A formal modification of the 2010-11 Employee Calendar is required to reflect the holiday provisions in that contract settlement.

ANALYSIS

The Board of Trustees originally approved the 2010-11 Employee Calendar on May 24, 2010. Subsequently, the District and CSEA concluded contract negotiations which provided for five days of paid leave (on a one-time basis) in lieu of a salary increase. Four of those days are during the winter break (December 27, 28, 29, and 30) and one day is during Spring Break (March 23). Adding these days to the Employee Calendar will extend these leave days to all non-represented employees and enable the district to close facilities on those days for energy conservation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the revised 2010-11 Employee Calendar.

Fiscal Impact: None	Board Date: September 13, 2010
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Raul Rodriguez, Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT EMPLOYEE CALENDAR 2010 - 2011

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
JULY							
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
	18	19	20	21	22	23	24
	25	26	27	28	29	30	31
AUGUST	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31				
SEPTEMBER	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	1	2
OCTOBER	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
	31	1	2	3	4	5	6
NOVEMBER	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
	21	22	23	24	25	26	27
	28	29	30	1	2	3	4
DECEMBER	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30	31	1
JANUARY	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
	23	24	25	26	27	28	29
	30	31					
FEBRUARY	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	1	2	3	4	5
MARCH	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
	20	21	22	23	24	25	26
	27	28	29	30	31	1	2
APRIL	3	4	5	6	7	8	9
	10	11	12	13	14	15	16
	17	18	19	20	21	22	23
	24	25	26	27	28	29	30
MAY	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
	22	23	24	25	26	27	28
	29	30	31	1	2	3	4
JUNE	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
	19	20	21	22	23	24	25
	26	27	28	29	30		

Independence Day: July 5 (Observed)

Labor Day: September 6

Veterans Day: November 11

Thanksgiving: November 25 - 27

*Holiday Recess: December 20 - 30
New Year's Day: December 31 (Observed)*

Martin Luther King Holiday: January 17

*Lincoln's Birthday: February 18
President's Day: February 21*

*Spring Break: March 23 - 25
Chavez Day: March 31*

Memorial Day: May 30

3.3 (2)

Dates in gray separate the months
Holidays & Breaks in bold type and outlined in boxes

Board Approved: May 24, 2010
Revised: September 13, 2010

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College School of Continuing Education**

To:	Board of Trustees	Date:	September 13, 2010
Re:	Approval of Santa Ana College School of Continuing Education High School Diploma Program Graduate List 2009-2010		
Action:	Certification of High School Diploma Graduates for 2009-2010		

BACKGROUND

The Santa Ana College Continuing Education High School Diploma Program fulfills one of the mandated areas for community college noncredit programs.

ANALYSIS

These graduates have completed all High School Diploma Program requirements for the academic year 2009-2010. The number of graduates for 2010 (150) decreased in comparison to the number of graduates for 2009 (189). The closure of MEC, reductions in budget and course offerings may have resulted in this decrease in the number of graduates.

RECOMMENDATION

It is recommended that the Board of Trustees approve and certify the attached list of 2009-2010 High School Program Graduates for the Santa Ana College School of Continuing Education.

Fiscal Impact:	None	Board Date:	September 13, 2010
Prepared by:	Ed Ripley, Vice President, SAC School of Continuing Education		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD		

SANTA ANA COLLEGE SCHOOL OF CONTINUING EDUCATION
CENTENNIAL EDUCATION CENTER
2010 GRADUATE LIST

AGUILAR, DONALD
ALDAY, ALEXIS
ALONSO, JUAN
ALVAREZ, JACQUELINE
ALVAREZ, MIGUEL
AMARO, ROSA
AQUINO, MARIBEL
ARGUELLO, JOSE
ARTEAGA, ASTRID
AVALOS, WENDY
BALANZAR, ALFRED
BALTHASAR, CASSANDRA
BAQUEDANO, KENIA
BARAJAS, JUAN
BARBA, MARIA
BARRAGAN, MARVIN
BATRES, JESUS
BAUTISTA, PATRICIA
BERNABE, GABRIEL
BUITRON, LUIS
BUSTAMANTE, MARIBEL
CABRERA, RAUL
CALDERON, GABRIEL
CEJA, JAVIER
CENDEJAS, JUAN
CERVANTES, FELIX
CHOU, CHY
COCKERILL, CASH
CONDE, PATRICIA
CONTRERAS, IGNACIO
CRUZ, SANDRA
DE LA PENA, ADRIANA
DE LA ROSA, ALDO
DE LEON, DIMAS
DECKER, RODNEY
DIAZ, GERARDO
DIAZ, HUGO
DIAZ, OLIVIA
DIAZ, PEDRO
EANG, SOKUNDARA
EDMONTSON, DENISHA
FLORES, GLADIS
FLORES, MAYRA
FRAGA, JESSICA
GAMBOA, JASON
GARAVITO, JOSE
GARCIA, DELIA
GARCIA, FORTINO
GARCIA, JOANNA
GARCIA, MICHAEL
GARIBAY, ZENAIDA
GOMEZ, BRENDA

GOMEZ, CARMEN
GUERRERO, PATRICIA
GUZMAN, CHRYSYTIAN
GUZMAN, JOSE
GUZMAN, LUIS
HAJINABI, ALIREZA
HERNANDEZ, ALEX
HERNANDEZ, HUMBERTO
HERNANDEZ, KATHY
HERNANDEZ, MARIA
HERRERA, LISA
HIDALGO, LUIS
HUERTA, ARMANDO
ISIDRO, EMILIO
JARA, ISIDRO
JIMENEZ, ARELI
JOHNSON, CLINTON
KUE, PANG
KUSH, JOSHUA
LAZARO, JOSE
LE, ANDY
LIZARRAGA, MARK
LLAMAS, ZAILY
LOPEZ, ALMA
LUNA, ENRIQUE
MARTIARENA, VICTOR
MARTINEZ, HENRY
MARTINEZ, JOSE
MENDEZ, GRISELDA
MENDIETA, NANCY
MONTALVAN, HAZIEL
MONTEON, ROBINSON
NABORS, ARIKA
NGUYEN, AN
NGUYEN, JOHN
NOLASCO, JAVIER
OROSCO, ANEYDA
OROZCO, JUAN
OROZCO, JUAN C
ORTIZ, MAYRA
OWENS, DUSTIN MICHAEL
PACHECO, JORGE
PACHECO, KARINA
PALACIOS, ROLANDO
PALENCIA, ANABEL
PALENCIA, ANGEL
PANIAGUA, VICTOR
PENA, GEORGE
PERCIBALLI, CHRISTOPHER
PEREZ, ALBERT
PEREZ, LEONEL
PEREZ-CRUZ, LETICIA

PETERSEN, JORDAN
PINA, XOCHITL
PRECIADO, CRISTINA
QUEZADA, JORGE
QUINTANA, SUSANA
QUINTERO, NORMA
RAHIMI, TAWAS
RAMIREZ, ALEJANDRO
RAMIREZ, CYNTHIA
RAMIREZ, JOHN
RAMIREZ, MAURICIO
RAMIREZ, TERESA
REDD, VERNAE
REVELO, IRMA
REYES, ANGEL
REYES, OMAR
REYNA, FELIX
RIVERA, MARGARITA
ROCHA, GABRIEL
RODRIGUEZ, ALEJANDRA
RODRIGUEZ, JASON
RODRIGUEZ, JOSE
ROMERO, RAMIRO
ROMO, ALONDRA
RUESGA, JACQUELINE
SALDANA, LETICIA
SANCHEZ, MARIO
SANDOVAL, RAFAEL
SHILATI, ALEXANDER
SORIANO, RAUL
TEPANGO, LUIS
THACH, KIMBERRY
TORRES, CARMEN
TORRES, GEORGE
TRUJILLO, MARLEN
VALDOVINOS, ROCIO
VARGAS, FILIBERTO
VARGAS, JOSE
VAZQUEZ, JAIRO
VELA, ARTURO
VIDANA, JULIA
WEISSER, DESIREE
WILSON, MATTHEW
WONG, JORGE
ZALDANA, JACQUELINE
ZAVALA, ADA

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER

To: Board of Trustees	Date: September 13, 2010
Re: Approval of Santiago Canyon College, Orange Education Center High School Diploma Program Graduates for 2009-2010	
Action: Request for Approval	

BACKGROUND

Adult Basic Education/High School Subjects is an authorized/mandated area for community college noncredit programs. The Orange Education Center thereby offers the necessary course work and proficiencies that lead toward the attainment of a high school diploma.

ANALYSIS

The attached 85 graduates have completed all High School Diploma Program requirements for the academic year 2009-2010.

RECOMMENDATION

It is recommended that the Board of Trustees approve and certify the attached list of 2009-2010 High School Program Graduates for the Orange Education Center.

Fiscal Impact: None	Board Date: September 13, 2010
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: Juan Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



Orange Education Center
Santiago Canyon College, Division of Continuing Education
1465 N. Batavia Street • Orange, CA 92867-3504
(714) 628-5900 • FAX (714) 629-5909 • www.sccollege.edu

Inter-Office Memorandum

Office of the Vice President

To: Juan A. Vázquez, President
Santiago Canyon College

Date: August 24, 2010

From: Jose F. Vargas, Vice President
SCC Continuing Education

Subject: High School Diploma Graduates 2009/2010

The following is the list of the Santiago Canyon College Division of Continuing Education High School Diploma Graduates for 2009-2010. We proudly submit eighty-five (85) student names to the Board of Trustees for certification.

1. Afualo, Litara
2. Agullar, Dora
3. Anguizola, Brandon
4. Arreola, Jason
5. Bakhtaki, Barzin
6. Batarseh, Jeremy J.
7. Berber, Christopher A.
8. Bhimsen, Kruthika
9. Briones, Patricia
10. Bustos, Judith
11. Calderon, Alfredo
12. Campos, Helen
13. Casey, Chris
14. Castro, Maria G.
15. Casty, David C.
16. Cegeda, Eric R.
17. Chang, Michael
18. Chavez, Carlos E.
19. Chen, Reychia
20. Ciolek-Torrello, James B.
21. Clara, Maria
22. Cunningham, Michael A.
23. Curran, Sean A.
24. Denio, Danielle
25. Douglas, Amanda R.
26. Frausto, Dora
27. Gonzales, Tiffany A.
28. Gonzalez, Joey
29. Green, Wade A.
30. Herzog, John M.
31. Hoang, Ken
32. Johnson, Aarika O.
33. Kim, Matthew Y.
34. Lancaster, Lukas J.
35. Lerma, Alex R.
36. Liebert, Aaron
37. Lindemann, Roxanna
38. Lopez, Armando
39. Lopez, Daniel A.
40. Lopez, Elizabeth
41. Lopez, Roberto V.
42. Madrigal, Patricia
43. Magnemi III, Anthony W.
44. Malkenhorst, Jocelyn
45. Martinez, Juan C.
46. Mendoza, Noel
47. Mercado, Delia M.
48. Millan, Pablo
49. Moreno, Michael G.
50. Olvera, Miguel A.
51. Orozco, Douglas A.
52. Pittman, Marisa
53. Pummell, Kyle L.
54. Rasay, Ramil A.
55. Reyes, Lily
56. Richert, Kyong S.
57. Rios Garnica, Hilda
58. Rodriguez, Derek R.
59. Rodriguez, Jose Manuel
60. Rodriguez, Matthew E.
61. Roman, Eric J.

62. Romero, Jaszmin E.
63. Rosado, Ernesto M.
64. Rosentrater, Paul M.
65. Ruiz, Paola A.
66. Ruiz, Valorie K.
67. Sanford, Richard
68. Segundo, Juan H.
69. Serrato, David R.
70. Shekhtman, Ilya A.
71. Singh, Agyapal
72. Song, Joon S.
73. Stofer, Preston A.
74. Tejada, Angelica
75. Thomas, Jason L.
76. Valladolid, Alvaro
77. Vann, Presley L.
78. Vargas, Olivia A.
79. Vazquez, Jose
80. Villa, Jesse
81. Wang, Wei C.
82. Wilkins, Ryan R.
83. Wortman, Andrew J.
84. Zamora, Edgar M.
85. Zaragoza, Joshua J.

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

To: Board of Trustees	Date: September 13, 2010
Re: Approval of First Amendment to Fire Technology Classroom Training Agreement with the City of Santa Ana: N-2009-135	
Action: Request for Approval	

BACKGROUND

The attached amendment will commence on January 1, 2011 and will end on December 31, 2011 with the City of Santa Ana. The agreement allows our District to deliver a Wellness curriculum to Santa Ana Police and Fire personnel. The extension of the agreement will provide a class for 400 officers of the City of Santa Ana.

ANALYSIS

The Agreement is administered in compliance with guidelines issued by the State of California Community College Chancellors Office. This contract will produce approximately 75 FTE. The agreement has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract renewal for one year with the City of Santa Ana.

Fiscal Impact: \$12,800.00	Board Date: September 13, 2010
Prepared by: Bart Hoffman, Dean of Human Services & Technology Norman Fujimoto, Vice-President of Academic Affairs	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raul Rodriguez, Ph.D., Chancellor, RSCCD	

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into this 1st day of January, 2011, by and between the City of Santa Ana, a charter city and municipal corporation of the State of California (hereinafter "City") and Rancho Santiago Community College District on behalf of Santa Ana College, a California Community College (hereinafter "Consultant").

RECITALS:

1. City and Consultant entered into Agreement N-2009-135, dated November 23, 2009, (hereinafter "said Agreement"), by which Consultant has provided wellness classes and fitness analysis for the City's Fire Department.
2. In accordance with the terms and conditions of said Agreement, the parties now wish to extend the term of said Agreement for an additional one-year period and increase compensation to pay for services during the extended term.

WHEREFORE, in consideration of the mutual and respective covenants hereinafter contained and made, and subject to all the terms and conditions of said Agreement as hereby amended, the parties do hereby agree as follows:

1. Section 2.a., COMPENSATION, shall be amended to add \$12,800.00 to pay for Consultant's services during the 2011 calendar year.
2. Section 3, TERM, shall be amended to extend the term of said Agreement for an additional one-year period, through December, 31, 2011.
3. Except as hereinabove modified, the terms and conditions of said Agreement and any amendments thereto remain unchanged and in full force and effect.

IN WITNESS WHEREOF, City and Consultant have executed this First Amendment to Consultant Agreement on the day and year first set forth above.

ATTEST:

CITY OF SANTA ANA

MARIA D. HUIZAR
Clerk of the Council

DAVID N. REAM
City Manager

Additional signatures on next page

APPROVED AS TO FORM:

JOSEPH W. FLETCHER
City Attorney

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: **JOSEPH STRAKA**
Assistant City Attorney

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

RECOMMENDED FOR APPROVAL:

DAVID THOMAS
Fire Chief

Exhibit A

Estimated Cost of the Santa Ana College Wellness Class (FAC025) Spring 2011

2.0 unit class@ Cost per unit \$26.00*(CA resident) $\$26.00 \times 2 \text{ units} = \52.00

***subject to State legislative action this cost may increase.**

There is also a \$12.00 per unit materials fee for each student

Total Cost of Class - $\$52.00 + \$12.00 = \$64.00$ per student CA resident

Estimate 200 resident student per year @ $\$64.00 = \$12,800.00$ This does not include the cost of the blood panel which is to be provided by Lab West.

Class includes comprehensive fitness evaluation, four fitness lectures, and any follow up lectures or workshops for students with special needs (i.e. individual fitness consultations).

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

To: Board of Trustees	Date: September 13, 2010
Re: Approval of Amendment #1 to CJA Agreement – County of Orange	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact: None	Board Date: September 13, 2010
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**AMENDMENT NUMBER ONE
TO
AGREEMENT Z100000068
BETWEEN THE
COUNTY OF ORANGE
AND
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

This **AMENDMENT NUMBER ONE** to **CONTRACT** number Z100000068 (hereinafter "**AMENDMENT NUMBER ONE**") between the County of Orange, a political subdivision of the state of California (hereinafter "**COUNTY**") and **Rancho Santiago Community College District** (hereinafter "**CONTRACTOR**") with a place of business at 2323 North Broadway, Santa Ana, CA 92667, is made and entered upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR executed **CONTRACT** for **Consultant Services, Law Enforcement Training, Contract Z100000068** (hereinafter "**ORIGINAL AGREEMENT**"), for a one (1) year term of August 22, 2009 through August 21, 2010;

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

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

1. **ARTICLES**

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

1. **Term of Contract:**

This Contract shall commence upon execution of all necessary signatures, and continue in effect from 8/22/09 through and including 8/21/11, unless otherwise terminated by **COUNTY**. The period of 8/22/09 through 8/21/10 shall be known as Contract number Z100000068. The period of 8/22/10 through and including 8/21/11 shall be known as Contract number MA-060-11010253. This Contract may be renewed for three (3) separate additional one (1) year term by mutual agreement of both Parties.

Folder: 581480
MA-060-11010253
SAC-09-035A

Rancho Santiago Community College District

The COUNTY is not under any obligation to provide CONTRACTOR with a reason should it elect not to renew this Contract, nor is the COUNTY obligated to provide any prior notice to Contractor of its intent not to renew the Contract.

2. A true and correct copy of the ORIGINAL AGREEMENT (Contract Z1000000068) is attached hereto as Exhibit A and incorporated by this reference.
3. All other provisions of the ORIGINAL AGREEMENT, to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on August 21, 2010 are hereby extended to August 21, 2011.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE for renewal of Agreement Z1000000068.

PH

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

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

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

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

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

County Of Orange

A political subdivision of the State of California

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

Exhibit A

ORIGINAL AGREEMENT (Contract Z1000000068)

AGREEMENT Z1000000068
BETWEEN THE
COUNTY OF ORANGE
AND THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

RECITALS

WHEREAS, COUNTY desires to contract with **DISTRICT** for consultant services;

WHEREAS, COUNTY is agreeable to providing consultant services on the terms and conditions hereinafter set forth;

NOW THEREFORE, COUNTY and **DISTRICT** mutually agree as follows:

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A. TERM:

The term of this Agreement shall be for one (1) year beginning, August 22, 2009 through August 21, 2010 renewable for four (4) additional one (1) year terms unless earlier terminated by either party in the manner set forth herein.

B. OPTIONAL TERMINATION:

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

C. SERVICES BY COUNTY:

COUNTY, through its Sheriff-Coroner Department (hereinafter referred to as "SHERIFF") agrees to provide.

1. Consultant services regarding courses that will meet the needs of law enforcement for training. DISTRICT agrees, however; that COUNTY assumes no liability of course selection or content of course, and DISTRICT shall be solely responsible for both.
2. Expert strategic planning advice is to include subjects such as facilities, equipment, budgets, and instructional needs. DISTRICT agrees that DISTRICT shall be solely responsible for strategic planning decision-making and COUNTY assumes no liability thereof.

D. PAYMENTS:

1. DISTRICT shall pay COUNTY \$30,000.00 annually for the services provided in this Agreement.

2. **SHERIFF shall invoice DISTRICT quarterly in the months of September, December, March and June. The invoices shall be in four (4) equal installments of \$7,500 each.**
3. **DISTRICT shall pay COUNTY in accordance with the County Billing Policy adopted by the Board of Supervisors through Minute Orders dated October 27, 1992.**
4. **COUNTY shall charge DISTRICT late payment penalties in accordance with COUNTY Board of Supervisors' approved County Billing Policy.**

E. NOTICES:

1. **Except for the notices provided for in Subsection 2 of this Section, all notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:**

**DISTRICT: ATTN: PETER J. HARDASH
VICE CHANCELLER OF BUSINESS OPERATIONS
AND FISCAL SERVICES
RANCHO SANTIAGO COMMUNITY COLLEGE
DISTRICT
2323 NORTH BROADWAY
SANTA ANA, CA 92706**

**COUNTY: ATTN: TRAINING DIVISION
SHERIFF-CORONER DEPARTMENT
1900 W. KATELLA AVENUE
ORANGE, CA 92667**

1. **Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and**

addressed above.

F. STATUS OF COUNTY AND DISTRICT:

COUNTY is and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between **DISTRICT** and **COUNTY**, or any of **COUNTY'S** agents or employees. **COUNTY**, its agents and employees shall not be considered in any manner to be **DISTRICT** employees.

DISTRICT is, and shall at all times be deemed to be an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between **COUNTY** and **DISTRICT**, or any of **DISTRICT'S** agents or employees. **DISTRICT**, its agents and employee shall not be entitled to any rights or privileges of **COUNTY** employees and shall not be considered in any manner to be **COUNTY** employees.

G. STATE AUDIT:

Pursuant to Government Code Section 8546.7, **DISTRICT** and **COUNTY** shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by **DISTRICT** to **COUNTY** under this Agreement. **DISTRICT** and **COUNTY** shall retain all records relating to the performance of this Agreement for said three (3) year period, except those records pertaining to any audit then in progress, or any claim or

litigation which shall be retained beyond said three (3) year period until final resolution of said audit, claim or litigation.

H. ALTERATION OF TERM:

This Agreement fully expresses all understanding of DISTRICT and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. No addition to or alteration of the terms of this Agreement shall be valid unless made in writing, formally approved, and executed by duly authorized agents of both parties.

I. INDEMNIFICATION:

1. COUNTY, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence, or any other act or mission of DISTRICT, or any of its officers or employees. DISTRICT shall indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any acts or omission of DISTRICT, its officers, agents, employees, subcontractors or independent contractors related to this Agreement for property damage, bodily injury or death, or any other element of damage of any kind or nature, DISTRICT shall defend, at its expense including attorney fees, COUNTY, its officers, agents, employees and independent contractors in any

legal action or claim of any kind based upon such alleged acts or omissions.

- 2. DISTRICT, its officers, agents, and employees shall not be deemed to have assumed any liability for the negligence, or any other acts or omission of COUNTY or any of its officers or employees. COUNTY shall indemnify, defend with counsel approved in writing by DISTRICT, and hold DISTRICT, its officers, agents, employees and independent contractors, free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, subcontractors or independent contractors related to this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, COUNTY shall defend at its expense including attorney fees, DISTRICT, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.**

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

hereto on the day and year written above.

DATED: 8/4/09

DATED: 6/23/09

COUNTY OF ORANGE

DISTRICT: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BY: [Signature]
Chair of the Board of Supervisors

By: [Signature]

Name: Peter J. Hardash

Title: Vice Chancellor of Business Operations and Fiscal Services

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535 Attest:

[Signature]
Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California



APPROVED AS TO FORM:
Office of the County Counsel
Orange County, California

BY: [Signature]
Deputy

DATED: 7-10-09

ATTACHMENT A

SCOPE OF WORK:

1. **Scope of Services:** District shall provide Criminal Justice Academy Classes for the Sheriff's Department recruits. The recruits in the Sheriff's Criminal Justice Academy shall be able to obtain college credits for courses taken as part of their academy training.
2. **District shall provide but, shall not be limited to the following Classes:**

CLASS	UNITS
a. Basic Academy	24.0
b. Correction Officer Core Class	3.0
c. Reserve Level III	3.0
d. Reserve Academy Program	0.2-6.0
e. Basic Narcotics Investigation	2.0
f. Coroner Course	3.0

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: September 13, 2010
Re: Approval of New OTA Agreement – Torrance Memorial Medical Center	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for three (3) years or until termination by written notice of either party. The agreement has been reviewed by Dean Bart Hoffman and college staff. It carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with Torrance Memorial Medical Center in Torrance, California.

Fiscal Impact:	None	Board Date: September 13, 2010
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

**SANTA ANA COLLEGE
AFFILIATION AGREEMENT**

THIS AGREEMENT, made this May 6th, 2010, between RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf OF SANTA ANA COLLEGE, 2323 N. Broadway, Santa Ana, CA 92706, hereinafter called the "DISTRICT" and Torrance Memorial Medical Center, 3330 Lomita Boulevard, Torrance, CA 90505, hereinafter called the "MEDICAL CENTER."

WITNESSETH:

WHEREAS, the DISTRICT has approved an OCCUPATIONAL THERAPY ASSISTANT PROGRAM to meet the community needs, and such program requires clinical experience and the use of clinical facilities; and

WHEREAS, the MEDICAL CENTER has facilities suitable for the clinical needs of the DISTRICT's program; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the DISTRICT of the OCCUPATIONAL THERAPY ASSISTANT PROGRAM use the facilities of the Medical Center for their advanced field experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived therefrom, the parties hereto agree as follows:

ARTICLE 1 – REQUIREMENTS, Medical Center:

- A. Shall permit each student who is designated by the DISTRICT pursuant to Article 2A, Paragraph A, to receive clinical experience at the Medical Center and shall furnish, and permit such students and institution instructors free access to appropriate clinical facilities.**
 - B. Shall furnish appropriate learning resources in such a manner that there will be no conflict in the use thereof between the DISTRICT's students and students from other educational institutions, if any.**
 - C. Shall provide staff adequate in number and quality for appropriate health care to individuals.**
 - D. Shall provide qualified preceptors for coordination and/or administration learning experience. Preceptors will participate in planning, assisting, and evaluating student learning experiences. Preceptors will meet with DISTRICT faculty member(s) responsible for advanced field experience seminars, to coordinate seminar content and field study learning experiences. Selection of preceptors will be mutually agreed upon by the DISTRICT and the MEDICAL CENTER**
- 4.5 (2)

- E. Shall provide orientation to the Medical Center for students prior to beginning learning experiences.
- F. Shall meet with appropriate DISTRICT faculty regularly to plan and promote effective learning experiences.
- G. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, students and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, students or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
- H. Shall permit the responsible Health Care Administrator and other designated personnel to attend meetings of the DISTRICT Health Advisory Committee, or Occupational Therapy Assistant Program, to coordinate learning experiences provided for under this Agreement.
- I. Shall have the right, after consultation with the DISTRICT, to refuse to accept for further learning experiences any of the DISTRICT students who, in the Medical Center's judgement, are not participating satisfactorily in said program.
- J. As a self-insured Medical Center, the Medical Center shall provide evidence of liability coverage in the amount of 1 million dollars per occurrence, 3 million dollars aggregate.

A certificate of insurance shall be available upon request of the university.

ARTICLE 2 – RESPONSIBILITIES OF THE DISTRICT:

- A. Shall designate the students who are enrolled in the Occupational Therapy Assistant Program to be assigned for learning experiences at the Medical Center in such numbers as are mutually agreed to by both parties.
- B. Shall keep all attendance and academic records of students participating in said program.
- C. Shall certify to Medical Center, at the time each student or instructor first reports to Medical Center to participate in said programs that student and instructor will comply with Medical Center health requirements for students/instructors.

Shall certify that students and their instructors have complied with the Medical Center health and safety requirements including assurance that each student is free from contagious disease and does not otherwise present a health hazard to Medical Center patients, employees, volunteers or guests prior to his or her participation in the program; verifies student has current BLS-C card, personal health insurance, a positive Rubella titer or immunization record plus a quantitative Varicella titer; a record of an annual negative PPD skin test or a negative chest x-ray within the past 2 years. If the PPD is positive, a completed physical assessment negative for signs/symptoms of TB; has received the annual seasonal influenza vaccine and H1N1 vaccine or signed a declination form is on file; completed the Hepatitis B immunization series, a positive HBsAB or waiver on file; a record of a tetanus booster within the last 10 years. Certification that student has received instruction on Infection Control including tuberculosis and Hepatitis B; has received instruction in Safety and Standard Precautions, HIPAA guidelines, age-specific education, and the MEDICAL CENTER Patient Safety Education Exam; and a signed HIPAA Confidentiality agreement. The DISTRICT shall maintain records on file to be available to the Medical Center upon request.

- D. Shall require every student and instructor to conform to all applicable Medical Center policies, procedures and regulations, and all requirements and restrictions specified jointly by representatives of the DISTRICT and MEDICAL CENTER.
- E. As a self-insured State agency, the DISTRICT shall provide evidence of general liability coverage in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. A Certificate of Insurance and Endorsement in compliance with government agency requirements shall be sent to the Medical Center upon request.

The DISTRICT shall ensure that students maintain and show proof of professional liability insurance coverage (either independently or on Institution's policy) listing Medical Center as the Certificate holder."

- F. Shall in consultation and coordination with the Vice President of Ancillary & Support Services or designee, plan for the learning experiences to be provided to students under this Agreement.
 - G. Shall provide the Medical Center with the written philosophy, objectives of the Occupational Therapy Assistant Internship Program, course outline and course objectives prior to the student's placement in the MEDICAL CENTER.
 - H. Shall in consultation and coordination with the Health Care Administrator and preceptor(s), arrange for periodic conferences between appropriate representatives of the DISTRICT and MEDICAL CENTER to evaluate the learning experiences provided under this Agreement.
 - I. Shall provide and be responsible for care and control of the DISTRICT educational supplies, material and equipment used for instruction during said program.
- 4.5 (4)

- J. Shall require current certification in the State of California for all instructors. A copy of a current AHA CPR provider card will be on file with the DISTRICT and available to the Medical Center upon request.
- K. Shall in the performance of this Agreement, be solely responsible for any liability resulting from the acts or omissions of their officers, agents, and employees. It is the intention of the DISTRICT and the MEDICAL CENTER that the provisions of this paragraph be interpreted to impose on each party sole liability for the negligence of their respective officers, agents and employees. The student and instructor are not an officer, agent, or employee of the Medical Center.
- L. Shall require each student maintain his or her own medical insurance. In the event of a student injury while in the performance of the Agreement, the Medical Center is not responsible for medical payments or any losses that may arise as a result of any injury or illness.

ARTICLE 3 – TERM OF AGREEMENT

This Agreement shall become effective on MAY 6th, 2010, and shall continue for three (3) year(s) until **MAY 6th, 2013**, provided, however, that it may be terminated by either party after giving the other party 90 days advanced written notice of its intent to do so; provided further, however, that such termination by the Medical Center shall not be effective, at the election of the University, as to any student who, at the date of mailing of said notice by the Agency, was participating in said program until such student has completed the program for the then current academic year. This agreement may also be terminated by either party without notice for cause.

Any written notice given under this Article 3 shall be sent by registered mail to the following persons, as the case may be:

DISTRICT:

Rancho Santiago Community College District
Santa Ana Community College
 (University)
2323 N. Broadway
 (Address)
Santa Ana, CA 92706
 (Address)
 Attn: Peter J. Hardash
 (Name)
Vice Chancellor
Business Operations & Fiscal Services
 (Title)

HEALTH CARE AGENCY:

Torrance Memorial Medical Center
3330 Lomita Boulevard
Torrance, CA 90505
 Attn: Debby Kelley
 (Name)
Vice President
Ancillary/Support Services
 (Title)

ARTICLE 4 - . The Medical Center and the District agree mutually that:

No person, on the grounds of race, color, religion, sex, age, mental or physical handicap, veteran status, or national origin, will be excluded from participation in any dietetic activity, or be otherwise subjected to discrimination in the performance of this agreement or in employment practices.

Interns and faculty of the District shall not be deemed to be employees of the Medical Center nor shall employees of the Medical Center be deemed to be employees of the District for purposes of compensation, unemployment compensation, or the withholding of income and social security taxes.

ARTICLE 5 – AMENDMENT OF AGREEMENT

This Agreement may, at any time, be altered, changed, or amended, by mutual agreement of the parties in writing.

ARTICLE 6 – PRIOR AGREEMENTS

This Agreement represents the complete and full agreement between the District and the Medical Center with respect to the matters stated herein. Any agreements or promises made which are not reflected in the written terms of this Agreement are and shall be superseded by the terms of this Agreement and shall have no effect on the terms of this Agreement.

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

8810 RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CA 92706

TORRANCE MEMORIAL MEDICAL CENTER
TORRANCE, CA 90505

By: Rancho Santiago Community College District

By: _____

Name: _____

Name: _____

Title: Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Title: _____

Date: _____

Date: _____

4.5 (6)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Science, Math, and Health Sciences Division

To: Board of Trustees	Date: September 13, 2010
Re: Approval of Nursing Agreement – Buena Park Senior Center	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this clinical affiliation agreement with Buena Park Senior Center.

Fiscal Impact: None	Board Date: September 13, 2010
Prepared by: Norman Fujimoto, Vice President of Academic Affairs Carol Comeau, Dean of Science, Mathematics, and Health Sciences	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodriguez, Ph. D., Chancellor, RSCCD	

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into between the Rancho Santiago Community College District, a public educational agency ("District") located in Santa Ana, California, and Buena Park Senior Center ("Clinical Facility") located in Buena Park, California.

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

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

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

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

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

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

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

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

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

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

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

The "Program" shall refer to the Clinical training in health science programs; and

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

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program's written objectives.
3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the "Regulations"), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. District's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is

strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

6. **Academic Year.** The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.
7. **Rotation Schedule.** The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. **Orientation.** Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
9. **Compliance with Clinical Facility Rules.** Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

10. **Confidentiality of Patient Records.** Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. **Clinical Coordinator (College).** College agrees to designate a coordinator for each program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.
12. **Clinical Advisor (Clinical Facility).** Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.
13. **Supervision of Students.** The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. **Removal of Students.** Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to

request College to remove a student permanently from the rotation. Except as otherwise proved under any approachable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

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

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

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

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

23. Insurance Carried by Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy. Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

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

24. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

Any student participating in a rotation shall provide verification of annual T.B. screening, immune status for mumps, rubeola, rubella, and chicken pox, hepatitis B (or signed waiver for hepatitis B).

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

26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is

authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. **Verification.** College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. **Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
29. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. **Assignment.** Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. **Effective Date Termination.** This Agreement shall become effective on September 16, 2010 and shall remain in effect until September 15, 2015, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

Mail to:

To Clinical Facility:
Buena Park Senior Center
8150 Knott Ave.
Buena Park, CA 90620
Attn: Kim Garber

To College:
Director of Nursing
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706

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

33. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Clinical Facility

Rancho Santiago Community College District

By: _____

By: _____

Typed Name: _____

Typed Name: Peter J. Hardash *[Signature]*

Title: _____

Title: Vice Chancellor, Business Operations/Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Special Services Division

To:	Board of Trustees	September 13, 2010,
Re:	Approval of Speech-Language Pathology Assistant Program Agreement with Children's Speech Care Center	
Action:	Request for Approval	

BACKGROUND:

The Speech-Language Pathology Assistant program was introduced in the Fall of 2001. Speech-Language pathology assistants are trained to assist in the language and speech development of communicatively disordered children and adults in educational and medical sites under the supervision of licensed speech-language pathologists. Critical to the implementation of the program is identifying and confirming sites and contractual arrangements for observation and fieldwork.

ANALYSIS:

Formal agreements between the district and fieldwork experience sites will be necessary. To that end, a special agreement document was developed for this purpose, which has been reviewed and approved by college staff. Santa Ana College proposes that the district enter into the agreement with Children's Speech Care Center.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Speech-Language Pathology Assistant Program Agreement with the Children's Speech Care Center. This agency is located in Torrance, CA.

Fiscal Impact:	No Cost	Board Date: September 13, 2010
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services, SAC Jane Mathis, Associate Dean of Special Services, SAC	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Speech-Language Pathology Assistant Program

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, Children's Speech Care Center, hereinafter called the Agency.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

WHEREAS, the District and Agency acknowledge a public obligation to contribute to Speech-Language Pathology Assistant Program education for the benefit of students and to meet community needs.

WHEREAS, the District provides programs in Speech-Language Pathology Assistant Program education, which require clinical experience for students enrolled in these programs.

WHEREAS, the Agency has facilities suitable for the clinical needs of the District Speech-Language Pathology Assistant Program.

WHEREAS, it is to benefit of both District and Agency that Speech-Language Pathology Assistant Program students have opportunities for clinical experience to enhance their capabilities as practitioners.

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT

A. For the Program in General

1. The District will assume full responsibility for offering Speech-Language Pathology Assistant Program education programs eligible for accreditation by the Speech-Language Pathology & Audiology Board and the American Speech-Language-Hearing Association.
2. For Student Workers' Compensation

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

3. The District will designate the students enrolled in the Speech-Language Pathology Assistant Program to be assigned for clinical experience in the Speech-Language Pathology areas of the agency in such numbers as are mutually agreed upon by both parties.
4. The District will supervise, in cooperation with the Agency supervisor, all instruction and learning and clinical experience given to the students at the facility so designated and provide instructor to supervise the clinical and learning experiences given to them at the agency, provided however, that the responsibility for service to the client remain with the Agency.
5. The District will keep academic and clinical experience records of students participating in said program.
6. The District will provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library materials, audiovisual equipment and supplies which are not customarily available at the Agency for the Speech-Language Pathology Assistant clinical experience.
7. The District will be responsible for the supervision and control of the students in the activities of their clinical experience under the general supervision and delivery of service framework of the Agency.
8. The District will agree that the student shall be subject to requirements and restrictions specified jointly by representative of District and Agency, and subject to Agency rules and regulations governing conduct, copies of which shall be provided in advance to District by Agency.
9. The District will require District's Speech-Language Assistant Program instructors to obtain the approval of the Agency's Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of student in clinical experience assignments.
 - c. Changes in clinical experience assignments.
10. The District will, in consultation and coordination and with the approval of the Agency's Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant clinical experience to be provided to students under this agreement.
11. The District will in consultation and coordination with the Agency's Director of Speech-Language Pathology arrange for periodic conferences between appropriate representation of the District and Agency to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

PART III.

GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current Certificate of Clinical Competence in Speech-Language Pathology issued by the American Speech-Language-Hearing Association to supervise Speech-Language Pathology Assistant students
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
6. The Agency will maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the state Board of Medical Examiners
7. The Agency will permit clinical experience in Speech-Language Pathology Assistant training by such students, either individually and/or in groups. All services of Agency herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.

11. The Agency will permit the faculty and students of the District to use its facilities for Clinical education according to approved curricula.
12. The Agency will permit the facility's Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the District's Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the clinical experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
13. The Agency will reserve the right, after consultation with the District, to refuse to accept for further Speech-Language Pathology Assistant Program clinical experience any of the college students who in the agency's judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.
14. The Agency will provide the educational use of supplies and equipment as are commonly available for client care.
15. It is understood by the parties to the Agreement that the Agency remain responsible for client care at all times.
16. The parties agree that the Agency shall have no monetary obligation to District, the Speech-Language Pathologist Assistant students or to Speech-Language Pathology Assistant instructors.

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. 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 losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.

C. **Insurance:**

Without limiting the indemnification obligations stated above, each party to the Agreement shall provide and maintain at its own expense a program on insurance covering its activities and operation hereunder. Such program of insurance shall include, but not be limited to commercial general liability and professional liability. The general and professional liability insurance shall have a minimum coverage of \$1,000,000 per occurrence.

Proof of insurance coverage shall be furnished to either party upon written request.

PART V. STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS

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

PART VI. PERIOD OF AGREEMENT

- A. This agreement shall be effective as of the date signed by District, and shall continue in effect for five years, unless terminated earlier at will or without cause by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice. This Agreement may be modified or revised at any time by mutual consent.

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

*Rancho Santiago Community
College District*

District

Children's Speech Care Center
3521 Lomita Blvd., Suite 201
Torrance, CA 90505

Agency/Facility/Location

Handwritten signature

Peter J. Hardash
Vice Chancellor
Business Operations and Fiscal Services

Date: _____

Lynne Alba
Founder of Children's Speech Care Center
Director of Clinical Services

Date: _____

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

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Distance Education Agreement Renewal – City of Santa Ana	
Action:	Request for approval	

BACKGROUND

Rancho Santiago Community College District collaborates with the City of Santa Ana to provide an Inmate Education Program in the Santa Ana Jail. Santa Ana College has provided distance learning college credit courses to Santa Ana Jail inmates. The City of Santa Ana has requested renewal of the program for 2010/2011.

ANALYSIS

The City of Santa Ana requests an amendment extending the terms of the existing agreement for the fiscal year 2010/2011. The terms of the agreement will be unchanged except that the City of Santa Ana agrees to pay incurred tuition fees, calculated each semester at the then current rate per credit, within 30 days of billing.

The Vice President of Academic Affairs is the project administrator. Coordinator of Inmate Education and Distance Education Coordinator are the project coordinators. The agreement has been reviewed by Dean Bart Hoffman and college staff.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Inmate Education Program Affiliation Agreement with the City of Santa Ana, California.

Fiscal Impact: None	Board Date: September 13, 2010
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology
Item Submitted by:	Erlinda J. Martinez, Ed.D., President, SAC
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor

CONSULTANT AGREEMENT

THIS AGREEMENT, made and entered into this ___ day of August, 2010, by and between Rancho Santiago Community College District/Santa Ana College (hereinafter "Consultant"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS

- A. The City desires to retain a consultant having special skill and knowledge in the field of jail inmate education.
- B. Consultant represents that Consultant is able and willing to provide such services to the City.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional consulting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform those services as set forth in Exhibit A to this Agreement.

2. COMPENSATION

a. City agrees to pay, and Consultant agrees to accept as total payment for its services, the rates and charges identified in Exhibit A. The total sum to be expended under this Agreement shall not exceed \$25,000.00 during the term of this Agreement.

b. Payment by City shall be made within thirty (30) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on June 30, 2011, unless terminated earlier in accordance with Section 12, below. In order to provide continuous uninterrupted service, all services provided by Consultant since July 1, 2010, shall be included within the Scope of Services of this Agreement. The term of this Agreement may be extended upon a writing executed by the Chief of Police and the City Attorney.

4. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

5. INSURANCE

Prior to undertaking performance of work under this Agreement, Consultant shall maintain and shall require its subcontractors, if any, to obtain and maintain insurance as described below:

a. Due to the nature of the services provided, commercial general liability insurance is not required.

b. **Worker's Compensation Insurance.** In accordance with the provisions of Section 3300 of the Labor Code, Consultant, if Consultant has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Consultant agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.

c. The following requirements apply to the insurance to be provided by Consultant pursuant to this section:

- (i) Consultant shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
- (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved in form by the City Attorney.
- (iii) Certificates and policies shall state that the policies shall not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to the City.

6. INDEMNIFICATION

Consultant agrees to and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including health, and claims for property damage, which may arise from the direct or indirect operations of the Consultant or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just

compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding.

7. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

8. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

9. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by telefacsimile or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
 City of Santa Ana
 20 Civic Center Plaza (M-30)
 P.O. Box 1988

Santa Ana, CA 92702-1988
telefacsimile (714) 647-6956

With courtesy copies to:

Chief of Police
City of Santa Ana
60 Civic Center Plaza (M-97)
P.O. Box 1988
Santa Ana, California 92702
telefacsimile (714) 245-8001

and

City Attorney
City of Santa Ana
20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
telefacsimile (714) 647-6515

To Consultant: Rancho Santiago Community College District
Santa Ana College
Attn: Peter J. Hardash
1530 W. 17th Street
Santa Ana, California 92706

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by telefacsimile, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

10. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant nor the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

11. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

12. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.

b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

13. DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

14. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

15. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City

immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

16. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

MARIA D. HUIZAR
Clerk of the Council

DAVID N. REAM
City Manager

APPROVED AS TO FORM:

JOSEPH W. FLETCHER
City Attorney

By: _____
Ryan O. Hodge
Deputy City Attorney

RECOMMENDED FOR APPROVAL:

CONSULTANT

80%
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

PAUL M. WALTERS
Chief of Police

PETER J. HARDASH
Vice Chancellor
Business Operations and Fiscal Services
Tax ID# _____

EXHIBIT A

SCOPE OF SERVICES

Consultant agrees to provide distance learning college credit classes to Santa Ana Jail inmates wishing to obtain an Associate of Arts degree.

Rancho Santiago Community College District/ Santa Ana College agrees to:

- 1.) Provide registration material at least 30 days prior to the start of the semester;
- 2.) Guarantee a minimum of sixteen (16) slots for inmate students;
- 3.) Offer one (1) or more distance learning courses to inmates per semester;
- 4.) Make course videotapes available at the beginning of the semester for inmates to view at their own pace throughout the semester;
- 5.) Allow inmates to complete assignments, tests, quizzes at any time prior to the deadline, in order to allow each inmate to finish classes quickly;
- 6.) Allow any Santa Ana College instructor currently employed at the Santa Ana Jail to proctor the quizzes/tests/ midterms. The Proctor is responsible for mailing the test items;
- 7.) Allow homework and regular assignments to be mailed by the inmate to an agreed upon college address and return graded assignments, quizzes, and tests by mail within ten (10) working days of receipt of the item;
- 8.) Allow all interactions between the students and the assigned instructor to be handled by regular mail (no phone interactions);
- 9.) Allow inmates to drop with a "withdraw" rather than a "fail" if they are transferred before the end of the semester. Students dropping the course, but remaining in the jail facility, will be subject to a "fail" after the regular drop date for the semester.

The City/Santa Ana Jail agrees to:

1. Pay incurred tuition fees, calculated each semester at the then current rate per credit, within 30 days of billing;
2. Pay for mailing of class materials from the students to the course instructor(s);
3. Pay for textbooks and additional materials required, up to a maximum of \$150.00 per inmate, within 30 days of billing;
4. Provide a VCR for the sole use of students enrolled in a credit class and allow access to the VCR for a minimum of 15 hours per week, unless a general lockdown occurs;
5. Prepare class materials to conform to Jail security regulations, including, but not limited to, reading of all college mail entering the facility, removal of hard covers from textbooks, removal of staples and removal of all tape;
6. Provide pens for the completion of assignments (no pencils allowed);
7. Assure the security of Santa Ana College distance learning videotapes while housed at the Santa Ana Jail facility;
8. Verify that all necessary proctoring is performed by a Santa Ana College instructor with Jail security clearance;
9. Notify Santa Ana College when a student drops or is transferred.

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

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Renewal of OTA Agreement – HCR Healthcare, LLC	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this contract with HCR Healthcare, LLC, in Toledo, Ohio.

Fiscal Impact:	None	Board Date: September 13, 2010
Prepared by:	Norman Fujimoto, Vice President of Academic Affairs Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor, RSCCD	

STUDENT CLINICAL EXPERIENCE AFFILIATION AGREEMENT

This Student Clinical Experience Affiliation Agreement is dated August 30, 2010 and is between HCR Healthcare, LLC on its own behalf and that of the nursing homes listed on the attached Schedule A and incorporated into this Agreement by reference ("Facility"), and Rancho Santiago Community College District on behalf of Santa Ana College ("District").

BACKGROUND

District is a provider of education for [physical therapy, occupational therapy, and speech language pathology] students. District's [physical therapy, occupational therapy, and speech language pathology] program(s) requires the students to have experience under supervision of health care providers in actual clinical conditions. Facility is a health care provider and is willing to provide the District's students with a clinical educational experience in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. DISTRICT OBLIGATIONS. The District will:

- 1.1 Assume responsibility for continuing compliance with the educational standards of the appropriate accreditation and licensing bodies.
- 1.2 Designate a member of the faculty who will serve as a liaison with Facility on all aspects of the clinical experience program and who will supervise District's students at all times.
- 1.3 Notify Facility about the planned schedule of student assignments, level of academic preparation, and length and dates of internship assignments.
- 1.4 Refer to Facility only those students who have completed the prerequisite portion of the curriculum applicable to Facility.
- 1.5 Inform the student of any special requirements of Facility, including uniform requirements if applicable, and the necessity to conform to the standards and practices of the Facility.
- 1.6 Maintain patient confidentiality as required by all federal, state and other applicable laws and regulations.
- 1.7 Provide a comprehensive liability policy including professional liability, insuring the students against any and all claims for personal and bodily injury or death and property damage resulting from performance of services by the students participating in the clinical training program on the Facility premises. Such insurance must be in the amount of not less than \$1,000,000 per incident and \$3,000,000 in the aggregate.

1.8 Indemnify and hold Facility harmless from any loss which results from the acts or omissions of any of its employees, agents, or students.

1.9 Recommend each student carry a current health care insurance policy.

1.10 Require that prior to beginning their clinical experience at Facility, each student and faculty submit to Facility verification of certain health requirements in accordance with Facility's then current standards including proof of negative TB status and HBV status. The District will also report students' health limitations, if any, to Facility.

2. **FACILITY OBLIGATIONS.** The Facility will:

2.1 Maintain standards for appropriate health care services that are conducive to sound educational experiences for students participating in the affiliation.

2.2 Designate an individual who will be responsible for coordinating the clinical experience with the District.

2.3 Advise the students of its rules, policies and procedures and provide a general orientation to Facility.

2.4 Reserve the right to terminate students from the affiliation who do not comply with Facility rules and regulations, policies, and procedures, or who endanger patient health, welfare and safety.

2.5 Provide first aid medical care to students who become ill or injured during their clinical affiliation, if medically appropriate and necessary. The student will be responsible for the cost of emergency care and for the cost of any additional medical care beyond that of an emergency nature.

2.6 Maintain self-insurance, in the minimum amounts of \$1,000,000.00 per claim or occurrence, \$3,000,000.00 aggregate, for its employees, agents and servants.

3. **JOINT RESPONSIBILITIES.** The District and Facility will:

3.1 Establish the number of students who will have a clinical experience at the Facility at any one time and any additional requirements for students participating in the clinical educational experience.

3.2 Notify the other party, as soon as possible, in writing if one party becomes aware of a claim, served by any person, that arises out of disagreement or any activity carried out under this agreement.

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

4. TERM AND TERMINATION

4.1 The initial term of this Agreement is one year. It begins on the date of this Agreement.

4.2 The Agreement will automatically renew for additional one year terms unless, not later than 30 days prior to the expiration of the initial term, either party gives written notice to the other that the Agreement will not be renewed.

4.3 Either party may terminate this Agreement without cause upon 30 days prior written notice. In the event of such a termination, those students already participating in their clinical experience program at the Facility pursuant to this Agreement may complete their rotation at the Facility.

5. MISCELLANEOUS

5.1 This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements of affiliation between the Facility and District. This Agreement may be modified only by written agreement between the parties.

5.2 This Agreement will be governed exclusively by the laws of the state of in which the District is located, without regard to the conflict of law provisions thereof.

5.3 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

5.4 This Agreement may not be assigned by either party without the prior written consent of the other party.

5.5 This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

5.6 District is not a partner or an employee of Facility, and this Agreement does not create or evidence a joint venture, partnership or other joint business relationship. Students placed at Facility by District pursuant to this Agreement are not employees of Facility.

5.7 The parties will not discriminate based upon race, color, ancestry, religion, sex, age, handicap, or veteran status.

5.8 Any notices required by this Agreement must be mailed to the parties at the following addresses:

District: Rancho Santiago Community College District on behalf of
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706
Attention: Debbie Hyman

Facility: To Facility address listed on Schedule A
Attention: Director of Rehabilitation

With a copy to: HCR Healthcare, LLC
333 N. Summit St.
Toledo, OH 43604
Fax: (419) 254-7611
Attention: Contract Coordinator

By signing below, the parties agree to the terms of this Agreement:

Facility:

By: _____

Name: James P. Pagoaga

Title: Vice President of Rehabilitation

Date: _____

District:

By: _____

Name: Peter J. Hardash

**Title: Vice Chancellor, Business
Operations & Fiscal Services**

Date: _____

SCHEDULE A

Manor Care, Inc. d/b/a HCR Manor Care

Nursing Home/Assisted Living Locations

<u>Current Doing Business Name</u>	<u>Legal Owner of Business</u>	<u>Street Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
ARIZONA					
ManorCare Health Services (Tucson)	Manor Care of Tuscon AZ, LLC	3705 North Swan Road	Tuscon	AZ	85718
CALIFORNIA					
ManorCare Health Services (Citrus Heights)	Manor Care of Citrus Heights CA, LLC	7807 Uplands Way	Citrus Heights	CA	95610
ManorCare Health Services (Encinitas)	ManorCare Health Services, LLC	944 Regal Road	Encinatas	CA	92024
ManorCare Health Services (Fountain Valley)	Manor Care of Fountain Valley CA, LLC	11680 Warner Avenue	Fountain Valley	CA	92708
ManorCare Health Services (Hemet)	Manor Care of Hemet CA, LLC	1717 West Stetson Avenue	Hemet	CA	92545
ManorCare Health Services (Palm Desert)	Manor Care of Palm Desert CA, LLC	74-350 Country Club Drive	Palm Desert	CA	92260
ManorCare Health Services (Rancho Bernardo)	ManorCare Health Services, LLC	15632 Pomerado Road	Poway	CA	92064
ManorCare Health Services (Sunnyvale)	Manor Care of Sunnyvale CA, LLC	1150 Tilton Drive	Sunnyvale	CA	94087
ManorCare Health Services-Tice Valley	Manor Care-Tice Valley CA, LLC	1975 Tice Valley Boulevard	Walnut Creek	CA	94595
ManorCare Health Services (Walnut Creek)	Manor Care of Walnut Creek CA, LLC	1226 Rossmoor Parkway	Walnut Creek	CA	94595
COLORADO					
ManorCare Health Services - Boulder	Manor Care of Boulder CO, LLC	2800 Palo Parkway	Boulder	CO	80301
ManorCare Health Services - Denver	Manor Care of Denver CO, LLC	290 South Monaco Parkway	Denver	CO	80224
CONNECTICUT					
Arden Courts of Farmington	Arden Courts of Farmington CT, LLC	45 South Road	Farmington	CT	06032
Arden Courts of Hamden	Arden Courts of Hamden CT, LLC	153 Leeder Hill Drive	Hamden	CT	06437
Arden Courts of Avon (il)	Arden Courts of Avon CT, LLC	100 Fisher Drive	Avon	CT	6001
DELAWARE					
ManorCare Health Services-Pike Creek	Manor Care-Pike Creek of Wilmington DE, LLC	5651 Limestone Road	Wilmington	DE	19808
ManorCare Health Services-Wilmington	Manor Care of Wilmington DE, LLC	700 Foulk Road	Wilmington	DE	19803
Arden Courts of Wilmington	Arden Courts of Wilmington DE, LLC	700 1/2 Foulk Road	Wilmington	DE	19803
FLORIDA					
Heartland of Brooksville	Heartland of Brooksville FL, LLC	575 Lamar Avenue	Brooksville	FL	34601
Heartland Health Care & Rehabilitation Center of Boca Raton	Heartland of Boca Raton FL, LLC	7225 Boca del Mar	Boca Raton	FL	33433
ManorCare Health Services (Boca Raton)	Manor Care of Boca Raton FL, LLC	375 Northwest 51st Street	Boca Raton	FL	33431
Heartland Health Care Center-Boynton Beach	Heartland of Boynton Beach FL, LLC	3600 Old Boynton Rd.	Boynton Beach	FL	33436
ManorCare Health Services-Boynton Beach	Manor Care of Boynton Beach FL, LLC	3001 S. Congress Avenue	Boynton Beach	FL	33426
ManorCare Health Services-Carrollwood	Manor Care-Carrollwood of Tampa FL, LLC	3030 Bearss Avenue	Tampa	FL	33618
ManorCare Health Services (Delray Beach)	Manor Care of Delray Beach FL, LLC	16200 Jog Road	Delray Beach	FL	33446
Arden Courts of Delray Beach	Arden Courts of Delray Beach FL, LLC	16150 Jog Road	Delray Beach	FL	33446
ManorCare Health Services-Dunedin	Manor Care of Dunedin FL, LLC	870 Patricia Avenue	Dunedin	FL	34698
Arden Courts of Ft. Myers	Arden Courts of Ft. Myers FL, LLC	15950 McGregor Blvd.	Ft. Myers	FL	33908
Heartland Health Care Center-Ft. Myers	Heartland of Fort Myers FL, LLC	1600 Matthew Drive	Ft. Myers	FL	33907
ManorCare Health Services (Ft. Myers)	Manor Care of Ft. Myers FL, LLC	13881 Eagle Ridge Drive	Ft. Myers	FL	33912
Heartland Health Care Center-Jacksonville	Heartland of Jacksonville FL, LLC	8495 Normandy Blvd.	Jacksonville	FL	32211
Heartland Health Care Center of South Jacksonville	Heartland-South Jacksonville of Jacksonville FL, LLC	3648 University Blvd., South	Jacksonville	FL	32216
Heartland Health Care Center-Kendall	Heartland of Kendall FL, LLC	9400 SW 137th Ave.	Kendall	FL	33186

Heartland Health Care Center-Kendall	"	9400 SW 137th Ave.	Kendall	FL	33186
Kensington Manor	Kensington Manor-Sarasota FL, LLC	3250 12th Street	Sarasota	FL	34237
Arden Courts of Largo	Arden Courts of Largo FL, LLC	300 Highland Ave., NE	Largo	FL	33770
Heartland Health Care Center-Lauderhill	Heartland of Lauderdale FL, LLC	2599 NW 55th Avenue	Lauderhill	FL	33313
Heartland Health Care Center-Miami Lakes	Heartland-Miami Lakes of Hialeah FL, LLC	5725 NW 186th St.	Hialeah	FL	33015
ManorCare Nursing and Rehabilitation Center (Naples)	Manor Care of Naples FL, LLC	3601 Lakewood Blvd. 6135 Rattlesnake Hammock Rd.	Naples	FL	33962
ManorCare at Lely Palms (SNF)	ManorCare Health Services, LLC		Naples	FL	34113
ManorCare at Lely Palms (SH)	Manor Care-Lely Palms of Naples FL (SH), LLC	1000 Lely Palms Drive	Naples	FL	34113
Arden Courts of Lely Palms	Arden Courts-Lely Palms of Naples FL, LLC	6125 Rattlesnake Hammock Rd.	Naples	FL	34113
Heartland Health Care Center-Orange Park	Heartland of Orange Park FL, LLC	570 Wells Road	Orange Park	FL	32073
ManorCare Health Services-Palm Harbor	Manor Care of Palm Harbor FL, LLC	2851 Tampa Road	Palm Harbor	FL	34684
Arden Courts of Palm Harbor	Arden Courts of Palm Harbor FL, LLC	2895 Tampa Road	Palm Harbor	FL	34684
ManorCare Health Services (Plantation)	Manor Care of Plantation FL, LLC	6931 West Sunrise Blvd.	Plantation	FL	33313
Heartland Health Care Center-Prosperity Oaks	Heartland-Prosperity Oaks of Palm Beach Gardens FL, LLC	11375 Prosperity Farms Rd.	Palm Beach Gardens	FL	33410
Arden Courts of Sarasota	Arden Courts of Sarasota FL, LLC	5509 Swift Road	Sarasota	FL	34231
Heartland Health Care & Rehabilitation Center (Sarasota)	Heartland of Sarasota FL, LLC	5401 Sawyer Road	Sarasota	FL	34233
ManorCare Health Services-Sarasota	Manor Care Nursing Center of Sarasota FL, LLC	5511 Swift Road	Sarasota	FL	34231
Arden Courts of Seminole	Arden Courts of Seminole FL, LLC	9300 137th Street North	Seminole	FL	33776
Heartland of Tamarac	Heartland of Tamarac FL, LLC	5901 NW 79th Ave.	Tamarac	FL	33321
Arden Courts of Tampa	Arden Courts of Tampa FL, LLC	14950 Casey Road	Tampa	FL	33624
ManorCare Health Services (Venice)	Manor Care of Venice FL, LLC	1450 East Venice Avenue	Venice	FL	34292
ManorCare Health Services-West Palm Beach	Manor Care of W Palm Beach FL, LLC	2300 Village Blvd.	West Palm Beach	FL	33409
Arden Courts of West Palm Beach	Arden Courts of W Palm Beach FL, LLC	2330 Village Blvd.	West Palm Beach	FL	33409
ManorCare Nursing and Rehabilitation Center (Winter Park)	PLM Limited Partnership	2075 Loch Lomond Drive	Winter Park	FL	32792
Arden Courts of Winter Springs	Arden Courts of Winter Springs FL, LLC	1057 Willa Springs Drive	Winter Springs	FL	32708
Heartland of Zephyrhills	Heartland of Zephyrhills FL, LLC	38220 Henry Drive	Zephyrhills	FL	33540
GEORGIA					
ManorCare Rehabilitation Center-Decatur	Manor Care Rehabilitation Center of Decatur GA, LLC	2722 North Decatur Road	Decatur	GA	30033
ManorCare Rehabilitation Center-Marietta	Manor Care of Marietta GA, LLC	4360 Johnson Ferry Place	Marietta	GA	30068
ILLINOIS					
ManorCare at Arlington Heights	ManorCare Health Services, LLC	715 West Central Road	Arlington Heights	IL	60005
Heartland Health Care Center-Canton	Heartland of Canton IL, LLC	2081 N. Main St.	Canton	IL	61520
Heartland Health Care Center-Champaign	Heartland of Champaign IL, LLC	309 East Springfield Avenue	Champaign	IL	61820
Heartland Health Care Center-Decatur	Heartland of Decatur IL, LLC	444 West Harrison Street	Decatur	IL	62526
ManorCare Health Services-Elgin	Manor Care of Elgin IL, LLC	180 South State Street	Elgin	IL	60123
ManorCare Health Services-Elk Grove Village	Manor Care of Elk Grove Village IL, LLC	1920 Nerge Road	Elk Grove	IL	60007
Arden Courts of Elk Grove	Arden Courts of Elk Grove Village IL, LLC	1940 Nerge Road	Elk Grove	IL	60007
Heartland Health Care Center-Galesburg	Heartland of Galesburg IL, LLC	280 E. Losey St.	Galesburg	IL	61401
Arden Courts of Geneva	Arden Courts of Geneva IL, LLC	2388 Bricher Road	Geneva	IL	60134
Arden Courts of Glen Ellyn	Arden Courts of Glen Ellyn IL, LLC	2 South 706 Park Blvd.	Glen Ellyn	IL	60137
Arden Courts of Hazel Crest	Arden Courts of Hazel Crest IL, LLC	3701 West 183rd Street	Hazel Crest	IL	60429
Heartland Health Care Center-Henry	Heartland of Henry IL, LLC	1650 Indian Town Rd.	Henry	IL	61537

ManorCare Health Services-Highland Park	ManorCare Health Services, LLC	2773 Skokie Valley Road	Highland Park	IL	60035
ManorCare Health Services-Hinsdale	Manor Care of Hinsdale IL, LLC	600 West Ogden Avenue	Hinsdale	IL	60521
ManorCare Health Services-Homewood	Manor Care of Homewood IL, LLC	940 Maple Avenue	Homewood	IL	60430
ManorCare Health Services-Kankakee	Manor Care of Kankakee IL, LLC	900 West River Place 1500 South Milwaukee Avenue	Kankakee	IL	60901
ManorCare Health Services-Libertyville	Manor Care of Libertyville IL, LLC		Libertyville	IL	60048
Heartland Health Care Center-Macomb	Heartland of Macomb IL, LLC	8 Doctor's Lane	Macomb	IL	61455
Heartland Health Care Center-Moline	Heartland of Moline IL, LLC	833 Sixteenth Ave.	Moline	IL	61265
ManorCare Health Services-Naperville	Manor Care of Naperville IL, LLC	200 Martin Avenue	Naperville	IL	60540
Heartland Health Care Center-Normal	Heartland of Normal IL, LLC	510 Broadway Road	Normal	IL	61761
Arden Courts of Northbrook	Arden Courts of Northbrook IL, LLC	3240 Milwaukee Avenue	Northbrook	IL	60062
ManorCare Health Services-Northbrook	Manor Care of Northbrook IL, LLC	3300 Milwaukee Ave.	Northbrook	IL	60062
ManorCare Health Services-Oak Lawn East	Manor Care of Oak Lawn (East) IL, LLC	9401 South Kostner Avenue	Oak Lawn	IL	60453
ManorCare Health Services-Oak Lawn West	Manor Care of Oak Lawn (West) IL, LLC	6300 West 95th Street	Oak Lawn	IL	60453
ManorCare Health Services-Palos Heights West	Manor Care of Palos Heights (West) IL, LLC	11860 Southwest Highway	Palos Heights	IL	60463
ManorCare Health Services-Palos Heights East	Manor Care of Palos Heights IL, LLC	7850 West College Dr.	Palos Heights	IL	60463
Arden Courts of Palos Heights	Arden Courts of Palos Heights IL, LLC	7880 West College Dr.	Palos Heights	IL	60463
Heartland Health Care Center-Paxton	Heartland of Paxton IL, LLC	1001 E. Pells St.	Paxton	IL	60957
Heartland Health Care Center-Peoria	Heartland of Peoria IL, LLC	5600 Glen Elm Drive	Peoria	IL	61614
Heartland Health Care Center-Riverview	Heartland-Riverview of East Peoria IL (SNF), LLC	500 Centennial Drive	East Peoria	IL	61611
Riverview Senior Living Community	"	500 Centennial Drive	East Peoria	IL	61611
ManorCare Health Services-Rolling Meadows	Manor Care of Rolling Meadows IL, LLC	4225 Kirchoff Road	Rolling Meadows	IL	60078
ManorCare Health Services-Skokie	ManorCare Health Services, LLC	4660 Old Orchard Road	Skokie	IL	60076
ManorCare Health Services-South Holland	Manor Care of South Holland IL, LLC	2145 East 170th Street	South Holland	IL	60473
Arden Courts of South Holland	Arden Courts of South Holland IL, LLC	2045 East 170th Street	South Holland	IL	60473
ManorCare Health Services-Westmont	Manor Care of Westmont IL, LLC	512 East Ogden Avenue	Westmont	IL	60559
ManorCare Health Services-Wilmette	Manor Care of Wilmette IL, LLC	432 Poplar Drive	Wilmette	IL	60091
INDIANA					
ManorCare Health Services (Anderson)	Manor Care of Anderson IN, LLC	1345 North Madison Avenue	Anderson	IN	46011
ManorCare Health Services-Summer Trace	Manor Care-Summer Trace of Carmel IN, LLC	12999 North Pennsylvania St.	Carmel	IN	46032
ManorCare Assisted Living at Summer Trace	"	12999 North Pennsylvania St.	Carmel	IN	46032
ManorCare Health Services (Indy South)	Manor Care of Indy (South) IN, LLC	8549 South Madison Avenue 445 South S. County Rd., 525 E	Indianapolis	IN	46227
Heartland Health Care Center-Prestwick	Heartland-Prestwick IN, LLC		Avon	IN	46123
IOWA					
ManorCare Health Services (Cedar Rapids)	Manor Care of Cedar Rapids IA, LLC	1940 First Avenue Northeast	Cedar Rapids	IA	52402
ManorCare Health Services (Davenport)	Manor Care of Davenport IA, LLC	815 East Locust Street	Davenport	IA	52803
ManorCare Health Services-West Des Moines	Manor Care of West Des Moines IA, LLC	5010 Grand Ridge Drive	West Des Moines	IA	50265 5754
ManorCare Health Services (Dubuque)	Manor Care of Dubuque IA, LLC	901 West 3rd Street	Dubuque	IA	52001
ManorCare Health Services (Waterloo)	Manor Care of Waterloo IA, LLC	201 West Ridgeway Avenue	Waterloo	IA	50701
KANSAS					
ManorCare Health Services (Overland Park)	Manor Care of Overland Park KS, LLC	5211 West 103rd Street	Overland Park	KS	66107
ManorCare Health Services (Topeka)	Manor Care of Topeka KS, LLC	2515 Southwest Wanamaker	Topeka	KS	66614
ManorCare Health Services (Wichita)	Manor Care of Wichita KS, LLC	7101 East 21st Street North	Wichita	KS	67206

KENTUCKY

Christopher East Health Care Center	Christopher East Healthcare Center of Louisville KY, LLC	4200 Brown's Lane	Louisville	KY	40220
Arden Courts of Louisville	Arden Courts of Louisville KY, LLC	10451 Linn Station Road	Louisville	KY	40223

MARYLAND

Heartland Health Care Center-Adelphi	Heartland of Adelphi MD, LLC	1801 Metzertott Road	Adelphi	MD	20783
ManorCare Health Services-Bethesda	Manor Care of Bethesda MD, LLC	6530 Democracy Boulevard	Bethesda	MD	20817
Springhouse of Westwood	ManorCare Health Services, LLC	5101 Ridgefield Road	Bethesda	MD	20816
Springhouse of Bethesda	Springhouse of Bethesda MD, LLC	4925 Battery Lane	Bethesda	MD	20814
ManorCare Health Services-Chevy Chase	Manor Care of Chevy Chase MD, LLC	8700 Jones Mill Road	Chevy Chase	MD	20815
ManorCare Health Services-Dulaney	Manor Care-Dulaney MD, LLC	111 West Road	Towson	MD	21204
Heartland Health Care Center-Hyattsville	Heartland of Hyattsville MD, LLC	6500 Riggs Rd.	Hyattsville	MD	20783
Arden Courts of Kensington	Arden Courts of Kensington MD, LLC	4301 Knowles Avenue	Kensington	MD	20895
ManorCare Health Services-Largo	Manor Care-Largo MD, LLC	600 Largo Road	Largo	MD	20772
Arden Courts of Pikesville	Arden Courts of Pikesville MD, LLC	8909 Reisterstown Road	Pikesville	MD	21208
Springhouse of Pikesville	Springhouse of Pikesville MD, LLC	8911 Reisterstown Road	Pikesville	MD	21208
ManorCare Health Services-Potomac	Manor Care of Potomac MD, LLC	10714 Potomac Tennis Lane	Potomac	MD	20854
Arden Courts of Potomac	Arden Courts of Potomac MD, LLC	10718 Potomac Tennis Lane	Potomac	MD	20854
ManorCare Health Services-Rossville	Manor Care-Rossville MD, LLC	6600 Ridge Road	Baltimore	MD	21237
ManorCare Health Services-Roland Park	Manor Care-Roland Park MD, LLC	4669 Falls Road	Baltimore	MD	21209
ManorCare Health Services-Ruxton	Manor Care-Ruxton MD, LLC	7001 North Charles Street	Towson	MD	21204
ManorCare Health Services-Silver Spring	Manor Care of Silver Spring MD, LLC	2501 Musgrove Road	Silver Spring	MD	20904
Springhouse of Silver Spring	Springhouse of Silver Spring MD, LLC	2201 Colston Drive	Silver Spring	MD	20910
Arden Courts of Silver Spring	Arden Courts of Silver Spring MD, LLC	2505 Musgrove Road	Silver Spring	MD	20904
ManorCare Health Services-Towson	Manor Care of Towson, LLC	509 East Joppa Road	Towson	MD	21286
Arden Courts of Towson	Arden Courts of Towson MD, LLC	8101 Bellona Avenue	Baltimore	MD	21204
ManorCare Health Services-Wheaton	Manor Care of Wheaton MD, LLC	11901 Georgia Avenue	Wheaton	MD	20902
ManorCare Health Services-Woodbridge Valley	Manor Care-Woodbridge Valley MD, LLC	1525 N. Rolling Road	Catonsville	MD	21228

MICHIGAN

Heartland Health Care Center-Allen Park	Heartland of Allen Park MI, LLC	9150 Allen Road	Allen Park	MI	48101
Heartland Health Care Center-Ann Arbor	Heartland of Ann Arbor MI, LLC	4701 E. Huron River Rd.	Ann Arbor	MI	48105
Heartland Health Care Center-Battle Creek	Heartland of Battle Creek MI, LLC	200 Roosevelt Ave. E.	Battle Creek	MI	49017
Arden Courts of Bingham Farms	Arden Courts of Bingham Farms MI, LLC	24005 West 13 Mile Road	Bingham Farms	MI	48025
Heartland Health Care Center-Briarwood	Heartland-Briarwood MI, LLC	3011 North Center Road	Flint	MI	48506
Heartland Health Care Center-Canton	Heartland of Canton MI, LLC	7025 Lilley North	Canton	MI	48188
Heartland Health Care Center-Crestview	Heartland-Crestview MI, LLC	625 - 36th St. SW	Wyoming	MI	49509
Marvin & Betty Danto Family Health Care Center	Health Care and Retirement Corporation of America, LLC	6800 West Maple Road	West Bloomfield	MI	48322
Heartland Health Care Center-Dearborn Heights	Heartland of Dearborn Heights MI, LLC	26001 Ford Road	Dearborn	MI	48127
Heartland Health Care Center-Dorvin	Heartland-Dorvin of Livonia MI, LLC	29270 Morlock	Livonia	MI	48152
Heartland Health Care Center-Fostrian	Heartland-Fostrian of Flushing MI, LLC	540 Sunnyside Drive	Flushing	MI	48433
Fostrian Court Assisted Living	Fostrian Courts Assisted Living-Flushing MI, LLC	640 Sunnyside Drive	Flushing	MI	48433
Heartland Health Care Center-Georgian Bloomfield	Heartland-Georgian Bloomfield of Bloomfield Hills MI, LLC	2975 N. Adams Road	Bloomfield Hills	MI	48304
Heartland Health Care Center-Georgian East	Heartland-Georgian East of Grosse Pointe MI, LLC	21401 Mack Avenue	Grosse Pointe	MI	48236
Heartland Health Care Center-Grand Rapids	Heartland of Grand Rapids MI, LLC	2320 East Beltline SE	Grand Rapids	MI	49546

Heartland Health Care Center-Greenview		Heartland-Greenview MI, LLC	1700 Leonard St. NE	Grand Rapids	MI	49505
Heartland Health Care Center-Hampton		Heartland-Hampton of Bay City MI, LLC	800 Mulholland Rd.	Bay City	MI	48708
Heartland of Holland		Heartland of Holland MI, LLC	493 W 32nd Street	Holland	MI	48633
Heartland Health Care Center-Ionia		Heartland of Ionia MI, LLC	814 East Lincoln Ave.	Ionia	MI	48846
Heartland Health Care Center-Jackson		Heartland of Jackson MI, LLC	434 West North St.	Jackson	MI	49202
ManorCare Health Services	(Kingsford)	Manor Care of Kingsford MI, LLC	1225 Woodward Avenue	Kingsford	MI	49801
Heartland Health Care Center-Kalamazoo		Heartland of Kalamazoo MI, LLC	3625 West Michigan Ave.	Kalamazoo	MI	49006
Heartland Health Care Center-Knollview		Heartland-Knollview MI, LLC	1061 West Hackley Ave.	Muskegon	MI	49441
Arden Courts of Livonia		Arden Courts of Livonia MI, LLC	32500 Seven Mile Road	Livonia	MI	48152
Heartland Health Care Center-Oakland		Heartland-Oakland MI, LLC	925 West South Blvd.	Troy	MI	48085
Heartland Health Care Center-Plymouth Court		Heartland-Plymouth Court MI, LLC	105 Haggerty Road	Plymouth	MI	48170
Heartland Health Care Center-Saginaw		Heartland of Saginaw MI, LLC	2901 Galaxy Drive	Saginaw	MI	48601
Arden Courts Assisted Living Facility	(Sterling Heights)	Arden Courts of Sterling Heights MI, LLC	11095 Fourteen Mile Road	Sterling Heights	MI	48312
Heartland Health Care Center-Three Rivers		Heartland of Three Rivers MI, LLC	517 Erie Street	Three Rivers	MI	49093
Heartland Health Care Center-University		Heartland-University of Livonia MI, LLC	28550 Five Mile Road	Livonia	MI	48154
Heartland Village Square		HCR Canterbury Village, LLC	2352 Springbrook Pkwy. S.E.	Grand Rapids	MI	49546
Heartland-West Bloomfield		Heartland of West Bloomfield MI, LLC	6950 Farmington Road	W Bloomfield	MI	48322
The Courts at West Bloomfield		"	6950 Farmington Road	W Bloomfield	MI	48322
Heartland Health Care Center-Whitchall		Heartland of Whitchall MI, LLC	916 Lewis Street	Whitchall	MI	49461
MISSOURI						
ManorCare Health Services	(Florissant)	Manor Care of Florissant MO, LLC	1200 Graham Road	Florissant	MO	63031
ManorCare Health Services	(Springfield)	Manor Care of Springfield MO, LLC	2915 South Fremont	Springfield	MO	65804
Heartland of Willow Lane		Heartland-Willow Lane of Butler MO, LLC	416 South High Street	Butler	MO	64730
NEVADA						
ManorCare Health Services	(Reno)	Manor Care of Reno NV, LLC	3101 Plumas Street	Reno	NV	89509
NEW JERSEY						
ManorCare Health Services	(Cherry Hill)	Manor Care of Cherry Hill NJ, LLC	1412 Marlton Pike	Cherry Hill	NJ	08034
Arden Courts of Cherry Hill		Arden Courts of Cherry Hill NJ, LLC	2700 Chapel Avenue	Cherry Hill	NJ	08002
ManorCare Health Services-Mountainside		Manor Care of Mountainside NJ, LLC	1180 Route 22 West	Mountainside	NJ	07092
ManorCare Health Services-New Providence		Manor Care of New Providence NJ, LLC	144 Gales Drive	New Providence	NJ	07974
ManorCare Health Services-Voorhees		Manor Care of Voorhees NJ, LLC	108 Dumont Circle	Voorhees	NJ	08043
Arden Courts of Wayne		Arden Courts of Wayne NJ, LLC	800 Hamburg Turnpike	Wayne	NJ	07470
ManorCare Health Services Deptford)	(West	Manor Care-West Deptford of Paulsboro NJ, LLC	550 Jessup Road	West Deptford	NJ	08066
Arden Courts of West Orange		Arden Courts of W Orange NJ, LLC	510 Prospect Avenue	West Orange	NJ	07052
Arden Courts of Whippany		Arden Courts of Whippany NJ, LLC	18 Eden Lane	Whippany	NJ	07981
NORTH CAROLINA						
ManorCare Health Services - Pinehurst		Manor Care of Pinehurst NC, LLC	205 Rattlesnake Trail	Pinehurst	NC	28374
NORTH DAKOTA						
ManorCare Health Services	(Fargo)	Manor Care of Fargo ND, LLC	1315 South University Drive	Fargo	ND	58103
ManorCare Health Services	(Minot)	Manor Care of Minot ND, LLC	600 South Main Street	Minot	ND	58701
OHIO						
Arden Courts of Akron		Arden Courts of Akron OH, LLC	171 N. Cleveland Massillon Rd.	Akron	OH	44333
ManorCare Health Services-Akron		Manor Care of Akron OH, LLC	1211 West Market Street	Akron	OH	44313

Arden Courts of Anderson Township	Arden Courts-Anderson of Cincinnati OH, LLC	6870 Clough Pike	Cincinnati	OH	45244
Arden Courts of Bainbridge	Arden Courts-Bainbridge of Chagrin Falls OH, LLC	8100 E. Washington Street	Bainbridge	OH	44023
ManorCare Health Services-Barberton	Manor Care of Barberton OH, LLC	85 Third Street Southeast	Barberton	OH	44203
Heartland-Beavercreek	Heartland-Beavercreek of Dayton OH, LLC	1974 N. Fairfield Rd.	Dayton	OH	45432
ManorCare Health Services-Belden Village	Manor Care-Belden Village of Canton OH, LLC	5005 Higbee Avenue Northwest	Canton	OH	44718
Heartland of Bellefontaine	Heartland of Bellefontaine OH, LLC	221 North District St.	Bellefontaine	OH	43311
Heartland of Bucyrus	Heartland of Bucyrus OH, LLC	1170 W. Mansfield St.	Bucyrus	OH	44820
Heartland of Centerburg	Heartland of Centerburg OH, LLC	212 Fairview Avenue	Centerburg	OH	43011
Heartland of Centerville	Heartland of Centerville OH, LLC	1001 East Alex-Bell Rd.	Centerville	OH	45459
Heartland of Chillicothe	Heartland of Chillicothe OH, LLC	1058 Columbus St.	Chillicothe	OH	45601
Heartland of Eaton	Heartland of Eaton OH, LLC	515 South Maple St.	Eaton	OH	45320
ManorCare Health Services-Euclid Beach	Manor Care-Euclid Beach of Cleveland OH, LLC	16101 Euclid Beach Blvd.	Cleveland	OH	44110
Heartland-Fairfield	Heartland-Fairfield of Pleasantville OH, LLC	7820 Pleasantville Rd., Box 248	Pleasantville	OH	43148
Heartland of Greenville	Heartland of Greenville OH, LLC	243 Marion Drive	Greenville	OH	45331
Heartland of Hillsboro	Heartland of Hillsboro OH, LLC	1141 Northview Drive	Hillsboro	OH	45133
Heartland-Holly Glen	Heartland-Holly Glen of Toledo OH, LLC	4293 Monroe St.	Toledo	OH	43606
Heartland of Indian Lake (Rehabilitation Center)	Heartland-Indian Lake of Lakeview OH, LLC	14442 U.S. Highway 33 W	Lakeview	OH	43331
Heartland of Jackson	Heartland of Jackson OH, LLC	8668 State Route #93	Jackson	OH	45640
Arden Courts of Kenwood	Arden Courts of Kenwood OH, LLC	4580 East Galbraith Road	Kenwood	OH	45236
Heartland of Kettering	Heartland of Kettering OH, LLC	3313 Wilmington Pike	Kettering	OH	45429
Heartland-Lansing	Heartland-Lansing of Bridgeport OH, LLC	68222 Commercial Drive	Bridgeport	OH	43912
Heartland of Marietta	Heartland of Marietta OH, LLC	2501 State Route 60	Marietta	OH	45750
Heartland of Marion	Heartland of Marion OH, LLC	400 Barks Road West	Marion	OH	43301
Heartland of Marysville	Heartland of Marysville OH, LLC	755 South Plum St.	Marysville	OH	43040
ManorCare Health Services-Mayfield Heights	Manor Care of Mayfield Heights OH, LLC	6757 Mayfield Road	Mayfield Heights	OH	44124
Heartland of Mentor	Heartland of Mentor OH, LLC	8200 Mentor Hills Drive	Mentor	OH	44060
Heartland of Miamisburg (SNF)	Heartland of Miamisburg OH, LLC	450 Oak Ridge Blvd.	Miamisburg	OH	45342
Heartland of Miamisburg (ALF)	"	450 Oak Ridge Blvd.	Miamisburg	OH	45342
Heartland of Mt. Airy	Heartland-Mt. Airy of Cincinnati OH, LLC	2250 Banning Road	Cincinnati	OH	45239
ManorCare Health Services-North Olmsted	Manor Care of North Olmsted OH, LLC	23225 Lorain Road	North Olmsted	OH	44070
Heartland of Oak Pavilion	Heartland-Oak Pavilion of Cincinnati OH, LLC	510 Oak Street	Cincinnati	OH	45219
Heartland of Oregon	Heartland of Oregon OH, LLC	3953 Navarre Avenue	Oregon	OH	43616
ManorCare Health Services-Parma	Manor Care of Parma OH, LLC	9055 West Sprague Road	Parma	OH	44130
Arden Courts of Parma	Arden Courts of Parma OH, LLC	9205 Sprague Road	Parma	OH	44133
Heartland of Perrysburg	Heartland of Perrysburg OH, LLC	10540 Fremont Pike	Perrysburg	OH	43551
Perrysburg Commons	Perrysburg Commons Senior Housing-Perrysburg OH, LLC	10542 Fremont Pike	Perrysburg	OH	43551
Heartland of Piqua	Heartland of Piqua OH, LLC	275 Kienle Drive	Piqua	OH	45356
Heartland of Portsmouth	Heartland of Portsmouth OH, LLC	20 Easter Drive	Portsmouth	OH	45662
Heartland of Riverview	Heartland-Riverview of South Point OH, LLC	7743 County Road 1	Southpoint	OH	45680
ManorCare Health Services-Rocky River	Manor Care-Rocky River of Cleveland OH, LLC	4102 Rocky River Drive	Cleveland	OH	44135
Heartland of Springfield	Heartland of Springfield OH, LLC	2615 Derr Road	Springfield	OH	45503
Heartland of Urbana	Heartland of Urbana OH, LLC	741 E. Water St.	Urbana	OH	43078

Heartland-Victorian Village	Heartland-Victorian Village of Columbus OH, LLC	920 Thurber Drive West	Columbus	OH	43215
Heartland of Waterville	Heartland of Waterville OH, LLC	8885 Browning Drive	Waterville	OH	45666
Heartland of Wauseon	Heartland of Wauseon OH, LLC	303 W Leggett St.	Wauseon	OH	44887
The Village at Westerville (Nursing Center)	Heartland Village of Westerville OH (NC), LLC	1060 Eastwind Drive	Westerville	OH	43081
The Village at Westerville (Retirement Center)	Heartland Village of Westerville OH (RC), LLC	215 Huber Village Blvd.	Westerville	OH	43081
Heartland of Woodridge (SNF)	Heartland-Woodridge of Fairfield OH, LLC	3801 Woodridge Blvd.	Fairfield	OH	45014
Heartland of Woodridge (ALF)	Heartland-Woodridge Assisted Living of Fairfield OH, LLC	3801 Woodridge Blvd.	Fairfield	OH	45014
Heartland of Madeira	Heartland of Madeira OH, LLC	5970 Kenwood Road	Madeira	OH	45243
Arden Courts of Westlake	Arden Courts of Westlake OH, LLC	28400 Center Ridge Road	Westlake	OH	44145
ManorCare Health Services-Westerville	Manor Care of Westerville OH, LLC	140 Old County Line Road	Westerville	OH	43081
ManorCare Health Services-Willoughby	Manor Care of Willoughby OH, LLC	37603 Euclid Avenue	Willoughby	OH	44094
<u>OKLAHOMA</u>					
ManorCare Health Services-Midwest	Manor Care of Midwest City OK, LLC	2900 Parklawn Drive	Midwest City	OK	73110
ManorCare Health Services-Northwest	Manor Care of Oklahoma City (Northwest), LLC	5301 North Brookline	Oklahoma City	OK	73112
ManorCare Health Services-Southwest	Manor Care of Oklahoma City (Southwest), LLC	5600 South Walker	Oklahoma City	OK	73109
ManorCare Health Services-Tulsa	Manor Care of Tulsa OK, LLC	2425 South Memorial Drive	Tulsa	OK	74129
<u>PENNSYLVANIA</u>					
ManorCare Health Services-Allentown	Manor Care of Allentown PA, LLC	1265 Cedar Crest Blvd.	Allentown	PA	18103
Arden Courts of Allentown	Arden Courts of Allentown PA, LLC	5151 Hamilton Blvd.	Allentown	PA	18106
ManorCare Health Services-Bethlehem (2021)	Manor Care of Bethlehem PA (2021), LLC	2021 Westgate Drive	Bethlehem	PA	18017
ManorCare Health Services-Bethlehem (2029)	Manor Care of Bethlehem PA (2029), LLC	2029 Westgate Drive	Bethlehem	PA	18017
ManorCare Health Services-Bethel Park	Manor Care of Bethel Park PA, LLC	60 Highland Road	Bethel Park	PA	15102
ManorCare Health Services-Camp Hill	Manor Care of Camp Hill PA, LLC	1700 Market Street	Camp Hill	PA	17011
ManorCare Health Services-Camp Hill (PC)	"	1700 Market Street	Camp Hill	PA	17011
ManorCare Health Services-Carlisle	Manor Care of Carlisle PA, LLC	940 Walnut Bottom Road	Carlisle	PA	17013
ManorCare Health Services-Chambersburg	Manor Care of Chambersburg PA, LLC	1070 Stouffer Avenue	Chambersburg	PA	17201
ManorCare Health Services-Dallastown	Manor Care of Dallastown PA, LLC	100 West Queen Street	Dallastown	PA	17313
Devon Manor	Devon Manor-Devon PA, LLC	235 Lancaster Avenue	Devon	PA	19333
Devon Manor (PC)	"	235 Lancaster Avenue	Devon	PA	19333
Donahoe Manor	Donahoe Manor-Bedford PA, LLC	136 Donahoe Manor Road	Bedford	PA	15522
ManorCare Health Services-Easton	Manor Care of Easton PA, LLC	2600 Northhampton Street	Easton	PA	18045
ManorCare Health Services-Elizabethtown	Manor Care of Elizabethtown PA, LLC	320 South Market Street	Elizabethtown	PA	17022
ManorCare Health Services-Elizabethtown (PC)	"	320 South Market Street	Elizabethtown	PA	17022
ManorCare Health Services-Green Tree	Manor Care-Greentree of Pittsburgh PA, LLC	1848 Greentree Road	Pittsburgh	PA	15220
Hampton House	Hampton House-Wilkes-Barre PA, LLC	1548 Sans Souci Parkway	Wilkes-Barre Huntingdon Valley	PA	18702
ManorCare Health Services-Huntingdon Valley	Manor Care of Huntingdon Valley PA, LLC	3430 Huntingdon Pike	Valley	PA	19006
Arden Courts of Jefferson Hills	Arden Courts of Jefferson Hills PA, LLC	380 Wray Large Road	Jefferson Hills	PA	15025
ManorCare Health Services-Jersey Shore	Manor Care of Jersey Shore PA, LLC	1008 Thompson Street	Jersey Shore	PA	17740
ManorCare Health Services-King of Prussia	Manor Care of King of Prussia PA, LLC	600 West Valley Forge Road	King of Prussia	PA	19406
Arden Courts of King of Prussia	Arden Courts of King of Prussia PA, LLC	620 West Valley Forge Road	King of Prussia	PA	19406
ManorCare Health Services-Kingston	Manor Care of Kingston PA, LLC	200 Second Avenue	Kingston	PA	18704
ManorCare Health Services-Kingston Court	Manor Care-Kingston Court of York PA, LLC	2400 Kingston Court	York	PA	17402

ManorCare Health Services-Lancaster	Manor Care of Lancaster PA, LLC	100 Abbeyville Road	Lancaster	PA	17603
ManorCare Health Services-Lansdale	Manor Care-Lansdale of Montgomeryville PA, LLC	640 Bethlehem Pike	Montgomeryville	PA	18936
ManorCare Health Services-Laureldale	Manor Care of Laureldale PA, LLC	2125 Elizabeth Avenue	Laureldale	PA	19605
ManorCare Health Services-Lebanon	Manor Care of Lebanon PA, LLC	900 Tuck Street	Lebanon	PA	17042
Liberty Nursing and Rehabilitation Center (leased)	Health Care and Retirement Corporation of America, LLC	535 N. 17th Street	Allentown	PA	18104
Linden Village ManorCare Health Services (called Mt. Hope Cottage, Tabor Cottage, Stoy Cottage, Quentin Cottage)	Manor Care-Linden Village of Lebanon PA, LLC	100 Tuck Street	Lebanon	PA	17042
ManorCare Health Services-McMurray	Manor Care of McMurray PA, LLC	113 West McMurray Road	McMurray	PA	15317
ManorCare Health Services at Mercy Fitzgerald	Mercy/Manor Partnership	600 South Wycombe Avenue	Yeadon	PA	19050
ManorCare Health Services-Monroeville	Manor Care of Monroeville PA, LLC	885 MasBeth Drive	Monroeville	PA	15146
Arden Courts of Monroeville	Arden Courts of Monroeville PA, LLC	120 Wyngate Drive	Monroeville	PA	15146
ManorCare Health Services-North Hills	Manor Care-North Hills of Pittsburgh PA, LLC	1105 Perry Highway	Pittsburgh	PA	15237
Arden Courts of North Hills	Arden Courts-North Hills of Pittsburgh PA, LLC	1125 Perry Highway	Pittsburgh	PA	15237
Old Orchard Health Care Center	Old Orchard Health Care Center-Easton PA, LLC	4100 Freemansburg Ave.	Easton	PA	18045
Heartland Health Care Center (Pittsburgh)	Heartland of Pittsburgh PA, LLC	550 South Negley Avenue	Pittsburgh	PA	15232
ManorCare Health Services-Pottstown	Manor Care of Pottstown PA, LLC	724 North Charlotte Street	Pottstown	PA	19464
ManorCare Health Services-Pottsville	Manor Care of Pottsville PA, LLC	Pulaski & Leader Drive	Pottsville	PA	17901
Shadyside Nursing & Rehabilitation Center	Shadyside Nursing and Rehabilitation Center-Pittsburg PA, LLC	5609 Fifth Avenue	Pittsburgh	PA	15232
ManorCare Health Services-Sinking Spring	Manor Care of Sinking Spring PA, LLC	3000 Windmill Road	Sinking Spring	PA	17901
Sky Vue Terrace	Sky Vue Terrace-Pittsburgh PA, LLC	2170 Rhine Street	Pittsburgh	PA	15212
ManorCare Health Services-Sunbury	Manor Care of Sunbury PA, LLC	800 Court Street-Circle Drive	Sunbury	PA	17801
Arden Courts of Susquehanna	Arden Courts-Susquehanna of Harrisburg PA, LLC	2625 Ailanthus Lane	Harrisburg	PA	17110
Twinbrook Medical Center	Twinbrook Medical Center-Erie PA, LLC	3805 Field St - Lawrence Pk.	Erie	PA	16511
Wallingford Nursing & Rehabilitation Center	Wallingford Nursing and Rehabilitation Center-Wallingford PA, LLC	115 South Providence Road	Wallingford	PA	19086
Arden Courts of Warminster	Arden Courts-Warminster of Hatboro PA, LLC	779 West County Line Rd.	Hatboro	PA	19040
ManorCare Health Services-West Reading North	Manor Care of West Reading PA, LLC	425 Buttonwood Street	West Reading	PA	19611
ManorCare Health Services-Whitehall Borough	Whitehall Borough-Pittsburgh PA, LLC	505 Weyman Road	Pittsburgh	PA	15236
ManorCare Health Services-Williamsport North	Manor Care of Williamsport PA (North), LLC	300 Leader Drive	Williamsport	PA	17701
ManorCare Health Services-Williamsport South	Manor Care of Williamsport PA (South), LLC	101 Leader Drive	Williamsport	PA	17701
ManorCare Health Services-Yardley	Manor Care of Yardley PA, LLC	1480 Oxford Valley Road	Yardley	PA	19067
Arden Courts of Yardley	Arden Courts of Yardley PA, LLC	493 Stony Hill Road	Yardley	PA	19067
ManorCare Health Services-Yeadon	Manor Care of Yeadon PA, LLC	14 Lincoln Avenue	Yeadon	PA	19050
ManorCare Health Services-York North	Manor Care of York PA (North), LLC	1770 Barley Road	York	PA	17404
ManorCare Health Services-York South	Manor Care of York PA (South), LLC	200 Pauline Drive	York	PA	17402
<u>SOUTH CAROLINA</u>					
Heartland Health Care Center-Charleston	Heartland-Charleston of Hanahan SC, LLC	1800 Eagle Landing Blvd.	Hanahan	SC	29406
Heartland of Columbia Rehabilitation & Nursing Center	Columbia Rehabilitation and Nursing Center-Columbia SC, LLC	2601 Forest Drive	Columbia	SC	29204
Heartland of Lexington Rehabilitation & Nursing Center	Lexington Rehabilitation and Nursing Center-Lexington SC, LLC	2416 Sunset Blvd.	West Columbia	SC	29169
Oakmont East	Oakmont East-Greenville SC, LLC	601 Sulphur Springs Road	Greenville	SC	29611
Oakmont of Union (nursing)	Oakmont of Union SC, LLC	709 Rice Street	Union	SC	29379
Oakmont of Union (residential care)	"	709 Rice Street	Union	SC	29379

Oakmont West	Oakmont West-Greenville SC, LLC	600 Sulphur Springs Road	Greenville	SC	29611
Heartland of West Ashley Rehabilitation & Nursing Center	West Ashley Rehabilitation and Nursing Center-Charleston SC, LLC	1137 Sam Rittenberg Blvd.	Charleston	SC	29407
<u>SOUTH DAKOTA</u>					
ManorCare Health Services	Manor Care of Aberdeen SD, LLC	400 8th Avenue Northwest	Aberdeen	SD	57401
<u>TEXAS</u>					
Arden Courts of Arlington (+Alzheimers unit)	Arden Courts of Arlington TX, LLC	1501 N.E. Green Oaks Blvd.	Arlington	TX	76006
Heartland Health Care Center (Austin) (nursing)	Heartland of Austin TX, LLC	11406 Rustic Rock Drive	Austin	TX	78750
Heartland Health Care Center (Austin) (personal care)	"	11406 Rustic Rock Drive	Austin	TX	78750
Arden Courts of Austin (il) (+Alzheimers unit)	Arden Courts of Austin TX, LLC	11630 Four Iron Drive	Austin	TX	78750
Heartland Health Care Center (Bedford)	Heartland of Bedford TX, LLC	2001 Forest Ridge Drive	Bedford	TX	76021
Heartland Health Care Center (Bedford) (personal care)	"	2001 Forest Ridge Drive	Bedford	TX	76021
ManorCare Health Services (Dallas)	Manor Care of Dallas TX, LLC	3326 Burgoyne	Dallas	TX	75233
ManorCare Health Services (Ft. Worth-North Richland Hills)	Manor Care of Fort Worth TX (NRH), LLC	7625 Glenview Drive	Fort Worth	TX	76180
ManorCare Health Services (Ft. Worth-NW)	Manor Care of Forth Worth TX (NW), LLC	2129 Skyline Drive	Fort Worth	TX	76114
Holiday Nursing Center	Holiday Nursing Center-Center TX, LLC	280 Moffett Dr. Hwy 87N	Center	TX	75935
Arden Courts of Richardson (+Alzheimers unit)	Arden Courts of Richardson TX, LLC	410 Buckingham Road	Richardson	TX	75081
Arden Courts of San Antonio (+Alzheimers unit)	Arden Courts of San Antonio TX, LLC	15290 Huebner	San Antonio	TX	78231
Heartland of San Antonio	Heartland of San Antonio TX, LLC	One Heartland Drive	San Antonio	TX	78247
ManorCare Health Services (San Antonio North)	Manor Care of San Antonio (North) TX, LLC	7703 Briaridge Drive	San Antonio	TX	78230
ManorCare Health Services (Sharpview)	Manor Care-Sharpview of Houston TX, LLC	7505 Bellerve	Houston	TX	77036
ManorCare Health Services (Webster)	Manor Care of Webster TX, LLC	750 West Texas Avenue	Webster	TX	77598
Heartland Health Care Center -West Houston (nursing)	Heartland of West Houston TX, LLC	2939 Woodland Park Dr.	Houston	TX	77082
Heartland Health Care Center-West Houston (PC)	"	2939 Woodland Park Dr.	Houston	TX	77082
Heartland Health Care Center at Willowbrook	Heartland-Willowbrook of Houston TX, LLC	13631 Ardfield Drive	Houston	TX	77070
Heartland Health Care Center-Willowbrook (PC)	"	13631 Ardfield Drive	Houston	TX	77070
<u>UTAH</u>					
ManorCare Health Services-South Ogden	Manor Care of South Ogden UT, LLC	5540 South 1050 Street	South Ogden	UT	84405
<u>VIRGINIA</u>					
Arden Courts of Annandale	Arden Courts of Annendale VA, LLC	7104 Braddock Road	Annandale	VA	22003
ManorCare Health Services-Alexandria	Manor Care of Alexandria VA, LLC	1510 Collingwood Road	Alexandria	VA	22308
ManorCare Health Services-Arlington	Manor Care of Arlington VA, LLC	550 South Carlin Springs Road	Arlington	VA	22204
ManorCare Health Services-Fair Oaks	Manor Care-Fair Oaks of Fairfax VA, LLC	12475 Lee Jackson Memorial Highway	Fairfax	VA	22033
Arden Courts of Fair Oaks	Arden Courts-Fair Oaks of Fairfax VA, LLC	12469 Lee Jackson Memorial Highway	Fairfax	VA	22033
Medical Care Center	Medical Care Center-Lynchburg VA, LLC	2200 Landover Place	Lynchburg	VA	24501
ManorCare Health Services-Imperial	Manor Care-Imperial of Richmond VA, LLC	1719 Bellevue Avenue	Richmond	VA	23227
ManorCare Health Services-Stratford Hall	Manor Care-Stratford Hall of Richmond VA, LLC	2125 Hilliard Road	Richmond	VA	23228
ManorCare Health Services-Stratford Hall (AL)	"	"	"	"	"
<u>WASHINGTON</u>					
ManorCare Health Services (Gig Harbor)	Manor Care of Gig Harbor WA, LLC	3309 45th Street Court, Northwest	Gig Harbor	WA	98335
ManorCare Health Services (Lynnwood)	Manor Care of Lynwood WA, LLC	3701 188th Street Southwest	Lynnwood	WA	98037
ManorCare Health Services (Spokane)	Manor Care of Spokane WA, LLC	6025 North Assembly	Spokane	WA	99205
ManorCare Health Services (Tacoma)	Manor Care of Tacoma WA, LLC	5601 South Orchard Street	Tacoma	WA	98409

WEST VIRGINIA

Heartland of Beckley	Heartland of Beckley WV, LLC	100 Heartland Drive	Beckley	WV	25801
Heartland of Charleston	Health Care and Retirement Corporation of America, LLC	3819 Chesterfield Avenue	Charleston	WV	25304
Heartland of Clarksburg	Heartland of Clarksburg WV, LLC	100 Parkway Drive	Clarksburg	WV	26301
Heartland of Keyser	Heartland of Keyser WV, LLC	135 Southern Drive	Keyser	WV	26726
Heartland of Martinsburg	Heartland of Martinsburg WV, LLC	209 Clover Street	Martinsburg	WV	25404
Heartland of Preston County	Heartland-Preston County of Kingwood WV, LLC	300 Miller Road - Box 740	Kingwood	WV	26537
Heartland of Rainelle	Heartland of Rainelle WV, LLC	606 Pennsylvania Avenue	Rainelle	WV	25962

WISCONSIN

ManorCare Health Services (Appleton) (leased)	ManorCare Health Services, LLC	1335 S. Oneida Street	Appleton	WI	54915
ManorCare Health Services (Fon du Lac)	Manor Care of Fond Du Lac WI, LLC	265 South National Avenue	Fon du Lac	WI	54935
ManorCare Health Services-East	Manor Care of Green Bay WI (East), LLC	600 S. Webster Street	Green Bay	WI	54301
ManorCare Health Services-West	Manor Care of Green Bay WI (West), LLC	1760 Shawano Avenue	Green Bay	WI	54303
Heartland Health Care Center-Pewaukee	Heartland-Pewauks of Waukesha WI, LLC	NW W23977 Watertown Rd.	Waukesha	WI	53072
Heartland Health Care Center-Platteville	Heartland of Platteville WI, LLC	1300 North Water Street	Platteville	WI	53818
ManorCare Health Services-Shawano	Manor Care of Shawano WI, LLC	1436 South Lincoln Street	Shawano	WI	54166
Heartland Health Care Center-Washington Manor	Heartland-Washington Manor of Kenosha WI, LLC	3100 Washington Road	Kenosha	WI	53144

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the date first set forth above.

Facility:

District:

By: _____

By: _____

Name: **James P. Pagoaga**

Name: **Peter J. Hardash**

Title: **Vice President of Rehabilitation**

Title: **Vice Chancellor, Business Operations & Fiscal Services**

Date: _____

Date: _____

Check Registers Submitted for Approval
Checks Written for Period 08/14/10 thru 09/03/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48054	General Fund Unrestricted	2,758.50	0.00	2,758.50	92*0254097	92*0254103
48056	General Fund Unrestricted	3,363.99	0.00	3,363.99	92*0254106	92*0254109
48057	General Fund Unrestricted	18,932.64	0.00	18,932.64	92*0254110	92*0254110
48061	General Fund Unrestricted	2,407.00	0.00	2,407.00	92*0254115	92*0254125
48062	General Fund Unrestricted	4,040.43	0.00	4,040.43	92*0254126	92*0254131
48063	General Fund Unrestricted	11,074.47	0.00	11,074.47	92*0254132	92*0254139
48065	General Fund Unrestricted	6,714.45	0.00	6,714.45	92*0254145	92*0254146
48066	General Fund Unrestricted	2,481.52	0.00	2,481.52	92*0254148	92*0254152
48067	General Fund Unrestricted	2,762.18	0.00	2,762.18	92*0254153	92*0254161
48068	General Fund Unrestricted	11,355.00	0.00	11,355.00	92*0254164	92*0254165
48075	General Fund Unrestricted	2,064.00	0.00	2,064.00	92*0254182	92*0254194
48077	General Fund Unrestricted	37,910.24	0.00	37,910.24	92*0254197	92*0254201
48078	General Fund Unrestricted	6,299.25	0.00	6,299.25	92*0254202	92*0254203
48079	General Fund Unrestricted	969.69	0.00	969.69	92*0254204	92*0254207
48081	General Fund Unrestricted	2,518.65	0.00	2,518.65	92*0254212	92*0254219
48082	General Fund Unrestricted	9,571.93	0.00	9,571.93	92*0254220	92*0254222
48083	General Fund Unrestricted	11,723.59	0.00	11,723.59	92*0254223	92*0254227
48089	General Fund Unrestricted	2,416.50	0.00	2,416.50	92*0254241	92*0254248
48090	General Fund Unrestricted	32,041.14	0.00	32,041.14	92*0254249	92*0254252
48092	General Fund Unrestricted	3,150.00	0.00	3,150.00	92*0254255	92*0254260
48093	General Fund Unrestricted	13,657.66	0.00	13,657.66	92*0254261	92*0254263
48098	General Fund Unrestricted	1,354.70	0.00	1,354.70	92*0254270	92*0254278
48099	General Fund Unrestricted	11,628.06	0.00	11,628.06	92*0254279	92*0254280
48100	General Fund Unrestricted	2,387.19	0.00	2,387.19	92*0254281	92*0254283
48101	General Fund Unrestricted	743.46	0.00	743.46	92*0254286	92*0254290
48102	General Fund Unrestricted	1,750.69	0.00	1,750.69	92*0254291	92*0254296
48111	General Fund Unrestricted	1,752.60	0.00	1,752.60	92*0254317	92*0254317
48113	General Fund Unrestricted	1,726.03	0.00	1,726.03	92*0254322	92*0254327
48115	General Fund Unrestricted	2,356.50	0.00	2,356.50	92*0254330	92*0254339
48116	General Fund Unrestricted	1,340.70	0.00	1,340.70	92*0254340	92*0254348
48117	General Fund Unrestricted	946.00	0.00	946.00	92*0254349	92*0254350
48118	General Fund Unrestricted	20,097.51	0.00	20,097.51	92*0254351	92*0254352
48120	General Fund Unrestricted	6,930.36	0.00	6,930.36	92*0254355	92*0254357
48121	General Fund Unrestricted	155,997.85	0.00	155,997.85	92*0254358	92*0254358
48122	General Fund Unrestricted	3,944.23	0.00	3,944.23	92*0254359	92*0254366
48123	General Fund Unrestricted	690,207.82	0.00	690,207.82	92*0254367	92*0254368
48134	General Fund Unrestricted	1,516.00	0.00	1,516.00	92*0254393	92*0254401
48135	General Fund Unrestricted	1,134.80	0.00	1,134.80	92*0254402	92*0254410
48136	General Fund Unrestricted	870,431.29	0.00	870,431.29	92*0254411	92*0254412
48137	General Fund Unrestricted	168,015.12	0.00	168,015.12	92*0254413	92*0254419
48138	General Fund Unrestricted	36,995.00	0.00	36,995.00	92*0254420	92*0254420

5.1 (1)

Check Registers Submitted for Approval
Checks Written for Period 08/14/10 thru 09/03/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48139	General Fund Unrestricted	1,292.89	0.00	1,292.89	92*0254421	92*0254425
48140	General Fund Unrestricted	390.59	0.00	390.59	92*0254429	92*0254429
48141	General Fund Unrestricted	17,008.70	0.00	17,008.70	92*0254431	92*0254434
48142	General Fund Unrestricted	75.40	0.00	75.40	92*0254436	92*0254437
48145	General Fund Unrestricted	20,502.82	0.00	20,502.82	92*0254440	92*0254440
48146	General Fund Unrestricted	427.80	0.00	427.80	92*0254441	92*0254441
48149	General Fund Unrestricted	814.31	0.00	814.31	92*0254458	92*0254459
48150	General Fund Unrestricted	17,584.59	0.00	17,584.59	92*0254460	92*0254468
48152	General Fund Unrestricted	13,664.25	0.00	13,664.25	92*0254475	92*0254475
48155	General Fund Unrestricted	7,851.08	0.00	7,851.08	92*0254482	92*0254483
48157	General Fund Unrestricted	2,015.00	0.00	2,015.00	92*0254487	92*0254489
48162	General Fund Unrestricted	2,161.70	0.00	2,161.70	92*0254498	92*0254507
48163	General Fund Unrestricted	2,231.80	0.00	2,231.80	92*0254508	92*0254517
48164	General Fund Unrestricted	1,667.00	0.00	1,667.00	92*0254518	92*0254526
48165	General Fund Unrestricted	1,683.50	0.00	1,683.50	92*0254527	92*0254535
48166	General Fund Unrestricted	1,331.00	0.00	1,331.00	92*0254536	92*0254545
48172	General Fund Unrestricted	7,160.11	0.00	7,160.11	92*0254584	92*0254587
48173	General Fund Unrestricted	1,730.58	0.00	1,730.58	92*0254590	92*0254599
48174	General Fund Unrestricted	17,258.17	0.00	17,258.17	92*0254592	92*0254597
48175	General Fund Unrestricted	3,775.22	0.00	3,775.22	92*0254598	92*0254603
48176	General Fund Unrestricted	3,017.54	0.00	3,017.54	92*0254604	92*0254607
48177	General Fund Unrestricted	738.91	0.00	738.91	92*0254608	92*0254611
48178	General Fund Unrestricted	934.25	0.00	934.25	92*0254612	92*0254617
48180	General Fund Unrestricted	708.00	0.00	708.00	92*0254620	92*0254620
48181	General Fund Unrestricted	1,157.20	0.00	1,157.20	92*0254621	92*0254627
48182	General Fund Unrestricted	489.10	0.00	489.10	92*0254628	92*0254629
48187	General Fund Unrestricted	15,603.07	0.00	15,603.07	92*0254666	92*0254668
48188	General Fund Unrestricted	29,980.38	0.00	29,980.38	92*0254669	92*0254669
48189	General Fund Unrestricted	1,612.21	0.00	1,612.21	92*0254670	92*0254673
48192	General Fund Unrestricted	15,315.03	0.00	15,315.03	92*0254680	92*0254680
48194	General Fund Unrestricted	1,796.50	0.00	1,796.50	92*0254683	92*0254697
48195	General Fund Unrestricted	21,274.50	0.00	21,274.50	92*0254698	92*0254708
48196	General Fund Unrestricted	15,643.00	0.00	15,643.00	92*0254709	92*0254722
48197	General Fund Unrestricted	13,413.00	0.00	13,413.00	92*0254723	92*0254736
48198	General Fund Unrestricted	11,885.00	0.00	11,885.00	92*0254737	92*0254753
48208	General Fund Unrestricted	1,288.50	0.00	1,288.50	92*0254785	92*0254795
48209	General Fund Unrestricted	781.48	0.00	781.48	92*0254796	92*0254796
48210	General Fund Unrestricted	3,726.92	0.00	3,726.92	92*0254797	92*0254800
48211	General Fund Unrestricted	694.86	0.00	694.86	92*0254801	92*0254806
48212	General Fund Unrestricted	2,278.74	0.00	2,278.74	92*0254807	92*0254809
48214	General Fund Unrestricted	2,252.00	0.00	2,252.00	92*0254814	92*0254814

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48215	General Fund Unrestricted	1,615.00	0.00	1,615.00	92*0254815	92*0254829
48216	General Fund Unrestricted	2,672.80	0.00	2,672.80	92*0254830	92*0254848
48244	General Fund Unrestricted	550.83	0.00	550.83	92*0255526	92*0255529
48246	General Fund Unrestricted	11,300.00	0.00	11,300.00	92*0255535	92*0255535
48247	General Fund Unrestricted	2,501.17	0.00	2,501.17	92*0255538	92*0255538
48249	General Fund Unrestricted	4,199.08	0.00	4,199.08	92*0255542	92*0255548
48250	General Fund Unrestricted	1,591.97	0.00	1,591.97	92*0255549	92*0255553
48251	General Fund Unrestricted	9,371.21	0.00	9,371.21	92*0255554	92*0255559
48252	General Fund Unrestricted	20,324.59	0.00	20,324.59	92*0255560	92*0255564
48267	General Fund Unrestricted	2,518.60	0.00	2,518.60	92*0255832	92*0255845
48268	General Fund Unrestricted	1,174.41	0.00	1,174.41	92*0255846	92*0255848
48269	General Fund Unrestricted	4,555.16	0.00	4,555.16	92*0255849	92*0255851
48270	General Fund Unrestricted	549.14	0.00	549.14	92*0255853	92*0255856
48271	General Fund Unrestricted	2,549.07	0.00	2,549.07	92*0255857	92*0255862
48272	General Fund Unrestricted	8,653.00	0.00	8,653.00	92*0255863	92*0255865
48273	General Fund Unrestricted	1,754.85	0.00	1,754.85	92*0255867	92*0255867
48274	General Fund Unrestricted	1,213.81	0.00	1,213.81	92*0255869	92*0255870
48276	General Fund Unrestricted	1,936.22	0.00	1,936.22	92*0255876	92*0255876
48277	General Fund Unrestricted	1,385.50	0.00	1,385.50	92*0255877	92*0255879
48283	General Fund Unrestricted	1,110.42	0.00	1,110.42	92*0255888	92*0255897
48284	General Fund Unrestricted	3,492.50	0.00	3,492.50	92*0255898	92*0255907
48285	General Fund Unrestricted	1,498.50	0.00	1,498.50	92*0255908	92*0255917
48286	General Fund Unrestricted	2,154.90	0.00	2,154.90	92*0255918	92*0255933
48287	General Fund Unrestricted	1,103.08	0.00	1,103.08	92*0255934	92*0255936
48288	General Fund Unrestricted	4,211.39	0.00	4,211.39	92*0255937	92*0255938
48290	General Fund Unrestricted	512.49	0.00	512.49	92*0255946	92*0255947
Total Fund 11 General Fund Unrestricted		<u>2,529,185.13</u>	<u>0.00</u>	<u>2,529,185.13</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48055	General Fund Restricted	5,926.37	0.00	5,926.37	92*0254104	92*0254105
48064	General Fund Restricted	4,078.17	0.00	4,078.17	92*0254140	92*0254144
48065	General Fund Restricted	7,032.76	0.00	7,032.76	92*0254147	92*0254147
48068	General Fund Restricted	4,032.88	0.00	4,032.88	92*0254162	92*0254166
48080	General Fund Restricted	9,759.43	0.00	9,759.43	92*0254208	92*0254211
48091	General Fund Restricted	700.00	0.00	700.00	92*0254253	92*0254254
48093	General Fund Restricted	40.92	0.00	40.92	92*0254264	92*0254264
48100	General Fund Restricted	453.84	0.00	453.84	92*0254284	92*0254285
48102	General Fund Restricted	2,919.20	0.00	2,919.20	92*0254293	92*0254297
48111	General Fund Restricted	7,492.88	0.00	7,492.88	92*0254318	92*0254318
48112	General Fund Restricted	879.50	0.00	879.50	92*0254319	92*0254321
48113	General Fund Restricted	606.84	0.00	606.84	92*0254323	92*0254328
48119	General Fund Restricted	15,984.47	0.00	15,984.47	92*0254353	92*0254354
48140	General Fund Restricted	3,452.36	0.00	3,452.36	92*0254426	92*0254430
48141	General Fund Restricted	3,362.50	0.00	3,362.50	92*0254435	92*0254435
48147	General Fund Restricted	1,507.17	0.00	1,507.17	92*0254442	92*0254447
48148	General Fund Restricted	2,184.32	0.00	2,184.32	92*0254448	92*0254455
48149	General Fund Restricted	550.00	0.00	550.00	92*0254456	92*0254457
48151	General Fund Restricted	13,083.80	0.00	13,083.80	92*0254469	92*0254471
48153	General Fund Restricted	17,010.12	0.00	17,010.12	92*0254476	92*0254477
48154	General Fund Restricted	7,391.54	0.00	7,391.54	92*0254478	92*0254479
48155	General Fund Restricted	3,985.00	0.00	3,985.00	92*0254480	92*0254481
48156	General Fund Restricted	2,411.99	0.00	2,411.99	92*0254484	92*0254486
48167	General Fund Restricted	2,400.00	0.00	2,400.00	92*0254546	92*0254551
48168	General Fund Restricted	960.00	0.00	960.00	92*0254552	92*0254557
48169	General Fund Restricted	1,440.00	0.00	1,440.00	92*0254558	92*0254566
48170	General Fund Restricted	1,440.00	0.00	1,440.00	92*0254567	92*0254575
48171	General Fund Restricted	1,280.00	0.00	1,280.00	92*0254576	92*0254583
48173	General Fund Restricted	363.57	0.00	363.57	92*0254588	92*0254589
48179	General Fund Restricted	374.22	0.00	374.22	92*0254618	92*0254619
48183	General Fund Restricted	1,845.00	0.00	1,845.00	92*0254630	92*0254638
48184	General Fund Restricted	1,559.00	0.00	1,559.00	92*0254639	92*0254647
48185	General Fund Restricted	1,401.00	0.00	1,401.00	92*0254648	92*0254656
48186	General Fund Restricted	1,676.00	0.00	1,676.00	92*0254657	92*0254665
48190	General Fund Restricted	542.61	0.00	542.61	92*0254674	92*0254678
48191	General Fund Restricted	4,380.97	0.00	4,380.97	92*0254679	92*0254679
48193	General Fund Restricted	476.96	0.00	476.96	92*0254681	92*0254682
48213	General Fund Restricted	1,980.32	0.00	1,980.32	92*0254810	92*0254813
48244	General Fund Restricted	235.00	0.00	235.00	92*0255527	92*0255521
48245	General Fund Restricted	743.30	0.00	743.30	92*0255530	92*0255534
48246	General Fund Restricted	7,068.75	0.00	7,068.75	92*0255536	92*0255536

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48247	General Fund Restricted	3,344.48	0.00	3,344.48	92*0255537	92*0255537
48248	General Fund Restricted	39,714.01	0.00	39,714.01	92*0255539	92*0255541
48270	General Fund Restricted	1,139.00	0.00	1,139.00	92*0255852	92*0255855
48273	General Fund Restricted	6,364.56	0.00	6,364.56	92*0255866	92*0255868
48275	General Fund Restricted	205.80	0.00	205.80	92*0255871	92*0255875
48289	General Fund Restricted	1,746.26	0.00	1,746.26	92*0255939	92*0255945
48291	General Fund Restricted	1,008.93	0.00	1,008.93	92*0255948	92*0255953
Total Fund 12 General Fund Restricted		198,535.80	0.00	198,535.80		

Check Registers Submitted for Approval

Checks Written for Period 08/14/10 thru 09/03/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48058	Child Development Fund	157.26	0.00	157.26	92*0254111	92*0254111
48069	Child Development Fund	1,433.49	0.00	1,433.49	92*0254167	92*0254169
48076	Child Development Fund	28,240.46	0.00	28,240.46	92*0254195	92*0254196
48084	Child Development Fund	276.62	0.00	276.62	92*0254228	92*0254228
48085	Child Development Fund	5,070.39	0.00	5,070.39	92*0254229	92*0254231
48094	Child Development Fund	93.81	0.00	93.81	92*0254265	92*0254265
48103	Child Development Fund	17,072.62	0.00	17,072.62	92*0254298	92*0254300
48104	Child Development Fund	692.82	0.00	692.82	92*0254301	92*0254302
48124	Child Development Fund	12,456.64	0.00	12,456.64	92*0254369	92*0254372
48125	Child Development Fund	15,403.18	0.00	15,403.18	92*0254373	92*0254375
48126	Child Development Fund	1,908.70	0.00	1,908.70	92*0254376	92*0254378
48143	Child Development Fund	1,895.00	0.00	1,895.00	92*0254438	92*0254438
48158	Child Development Fund	15,246.66	0.00	15,246.66	92*0254490	92*0254492
48159	Child Development Fund	24,813.03	0.00	24,813.03	92*0254493	92*0254493
48160	Child Development Fund	456.65	0.00	456.65	92*0254494	92*0254495
48199	Child Development Fund	730.71	0.00	730.71	92*0254754	92*0254756
48217	Child Development Fund	837.10	0.00	837.10	92*0254849	92*0254853
48253	Child Development Fund	230.48	0.00	230.48	92*0255565	92*0255565
48254	Child Development Fund	7,727.53	0.00	7,727.53	92*0255566	92*0255568
48278	Child Development Fund	176.40	0.00	176.40	92*0255880	92*0255880
48279	Child Development Fund	3,200.00	0.00	3,200.00	92*0255881	92*0255881
48292	Child Development Fund	500.37	0.00	500.37	92*0255954	92*0255954
48293	Child Development Fund	11,259.60	0.00	11,259.60	92*0255955	92*0255955
Total Fund 33 Child Development Fund		149,879.52	0.00	149,879.52		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48072	Capital Outlay Projects Fund	27,675.00	0.00	27,675.00	92*0254177	92*0254179
48096	Capital Outlay Projects Fund	2,000.00	0.00	2,000.00	92*0254268	92*0254268
48132	Capital Outlay Projects Fund	3,995.00	0.00	3,995.00	92*0254390	92*0254390
48281	Capital Outlay Projects Fund	6,456.78	0.00	6,456.78	92*0255885	92*0255886
Total Fund 41 Capital Outlay Projects Fu		40,126.78	0.00	40,126.78		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48059	Bond Fund, Measure E	3,095.52	0.00	3,095.52	92*0254112	92*0254113
48070	Bond Fund, Measure E	50,257.46	0.00	50,257.46	92*0254170	92*0254171
48071	Bond Fund, Measure E	19,155.35	0.00	19,155.35	92*0254172	92*0254176
48086	Bond Fund, Measure E	35,740.65	0.00	35,740.65	92*0254232	92*0254234
48087	Bond Fund, Measure E	44,704.54	0.00	44,704.54	92*0254235	92*0254236
48088	Bond Fund, Measure E	89,710.00	0.00	89,710.00	92*0254237	92*0254240
48095	Bond Fund, Measure E	127,887.72	0.00	127,887.72	92*0254266	92*0254267
48105	Bond Fund, Measure E	5,575.08	0.00	5,575.08	92*0254303	92*0254305
48106	Bond Fund, Measure E	5,320.00	0.00	5,320.00	92*0254306	92*0254306
48107	Bond Fund, Measure E	174,831.00	0.00	174,831.00	92*0254307	92*0254308
48108	Bond Fund, Measure E	31,200.00	0.00	31,200.00	92*0254309	92*0254310
48109	Bond Fund, Measure E	50,000.00	0.00	50,000.00	92*0254311	92*0254312
48110	Bond Fund, Measure E	77,728.80	0.00	77,728.80	92*0254313	92*0254316
48127	Bond Fund, Measure E	82,446.12	0.00	82,446.12	92*0254379	92*0254380
48128	Bond Fund, Measure E	23,737.44	0.00	23,737.44	92*0254381	92*0254383
48129	Bond Fund, Measure E	17,667.91	0.00	17,667.91	92*0254384	92*0254385
48130	Bond Fund, Measure E	46,772.49	0.00	46,772.49	92*0254386	92*0254388
48131	Bond Fund, Measure E	4,473.45	0.00	4,473.45	92*0254389	92*0254389
48144	Bond Fund, Measure E	1,980.00	0.00	1,980.00	92*0254439	92*0254439
48161	Bond Fund, Measure E	10,705.19	0.00	10,705.19	92*0254496	92*0254497
48200	Bond Fund, Measure E	54,537.74	0.00	54,537.74	92*0254757	92*0254757
48201	Bond Fund, Measure E	68,550.45	0.00	68,550.45	92*0254758	92*0254761
48202	Bond Fund, Measure E	6,173.83	0.00	6,173.83	92*0254762	92*0254764
48203	Bond Fund, Measure E	49,730.00	0.00	49,730.00	92*0254765	92*0254766
48204	Bond Fund, Measure E	5,282.48	0.00	5,282.48	92*0254767	92*0254768
48205	Bond Fund, Measure E	82,397.88	0.00	82,397.88	92*0254769	92*0254779
48206	Bond Fund, Measure E	46,070.00	0.00	46,070.00	92*0254780	92*0254783
48218	Bond Fund, Measure E	22,062.51	0.00	22,062.51	92*0254854	92*0254856
48255	Bond Fund, Measure E	19,308.18	0.00	19,308.18	92*0255569	92*0255573
48256	Bond Fund, Measure E	33,519.05	0.00	33,519.05	92*0255574	92*0255575
48257	Bond Fund, Measure E	1,640.79	0.00	1,640.79	92*0255576	92*0255576
48280	Bond Fund, Measure E	7,220.08	0.00	7,220.08	92*0255882	92*0255884
Total Fund 42 Bond Fund, Measure E		1,299,481.71	0.00	1,299,481.71		

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Checks Written for Period 08/14/10 thru 09/03/10

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
48074	Property and Liability Fund	696,717.00	0.00	696,717.00	92*0254181	92*0254181
48097	Property and Liability Fund	7,500.00	0.00	7,500.00	92*0254269	92*0254269
48133	Property and Liability Fund	171,467.00	0.00	171,467.00	92*0254391	92*0254392
48282	Property and Liability Fund	6,300.00	0.00	6,300.00	92*0255887	92*0255887
Total Fund 61 Property and Liability Fund		881,984.00	0.00	881,984.00		

<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>
48060	Workers' Compensation Fund	1,200.00	0.00	1,200.00	92*0254114	92*0254114
48073	Workers' Compensation Fund	460,821.00	0.00	460,821.00	92*0254180	92*0254180
48207	Workers' Compensation Fund	416.55	0.00	416.55	92*0254784	92*0254784
Total Fund 62 Workers' Compensation Fu		<u>462,437.55</u>	<u>0.00</u>	<u>462,437.55</u>		

Check Registers Submitted for Approval
Checks Written for Period 08/14/10 thru 09/03/10

48114	Student Financial Aid Fund	253.78	0.00	253.78	92*0254329	92*0254329
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Total Fund 74 Student Financial Aid Fund	<u>253.78</u>	<u>0.00</u>	<u>253.78</u>
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SUMMARY

Total Fund 11 General Fund Unrestricted	2,529,185.13
Total Fund 12 General Fund Restricted	198,535.80
Total Fund 33 Child Development Fund	149,879.52
Total Fund 41 Capital Outlay Projects Fund	40,126.78
Total Fund 42 Bond Fund, Measure E	1,299,481.71
Total Fund 61 Property and Liability Fund	881,984.00
Total Fund 62 Workers' Compensation Fund	462,437.55
Total Fund 74 Student Financial Aid Fund	253.78
Grand Total:	<u><u>5,561,884.27</u></u>

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

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Addendum to Vicenti, Lloyd & Stutzman, LLP Agreement	
Action:	Request for Approval	

BACKGROUND

The independent auditing firm of Vicenti, Lloyd & Stutzman, LLP (VLS) was hired to perform independent auditing services, in accordance with Education Code Section 84040 and California Code of Regulations Title 5, section 59102 for the RSCCD for the 2009-2010 fiscal year audits. VLS will perform financial, compliance and performance auditing for all RSCCD district funds, the RSCCD Foundation, the Santa Ana College Foundation, the Santiago Canyon College Foundation, Measure E Bond – Fiscal audit, Measure E Bond Performance Audit and the Women's Business Center (IWE) Grant Certification for the RSCCD Foundation. The existing contract for 2009-2010 auditing services is \$147,270 plus mileage.

ANALYSIS

The federal Office of Management and Budget (OMB) have increased the auditor's compliance testing requirements for large student financial aid loan programs. Due to this required additional testing, the auditor's will need to audit four additional RSCCD federally funded programs. This increase in auditing work is estimated at approximately 40 hours.

VLS has presented an addendum to their auditing contract for an amount not to exceed \$5,000 for the additional federal programs compliance work.

The new auditing contract amount for 2009-2010 will be \$152,270.

RECOMMENDATION

It is recommended that the Board of Trustees approve the addendum to contract services provided by Vicenti Lloyd & Stutzman, LLP as presented.

Fiscal Impact:	\$5,000	Board Date: September 13, 2010
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

Addendum to Contract – New Federal Compliance Audit Requirements

Addendum to Contract for Auditing Services

This is an addendum to our existing audit contract based on paragraph 6.B. for additional audit requirements related to the single audit as required by OMB Circular A-133.

Single Audit in compliance with OMB A-133

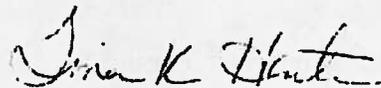
The Office of Management and Budget (OMB) has recently issued the 2010 Compliance Supplement which included specific thresholds for “large” loan programs. This threshold, which was previously undefined, is now based on a calculation and is impacting many district’s with Federal financial aid awards. Due to this new definition we are now required to exclude the District’ Student Financial Aid Cluster from the risk assessment process when determining programs required to be audited. This resulted in the audit of four additional federal programs.

Additionally, the Federal government released funding related to the American Recovery and Reinvestment Act (ARRA). The OMB has issued guidance to auditors regarding these funds, designating them as higher risk. In almost all cases, ARRA funds must be audited as part of the District’s Single Audit. Because the District received State Fiscal Stabilization Funds as part of the ARRA stimulus funding to education, we are required to audit this new program.

Fees

Based on our experience with your District, we estimate the time required to complete these additional federal audit procedures to be 40 hours. Additional billings will be submitted at the hourly rates stipulated in our contract with an amount not to exceed \$5,000.

We agree to the above terms as they relate to the existing audit contract term.



Rancho Santiago Community College District

Vicenti, Lloyd & Stutzman LLP

Date

August 25, 2010
Date

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

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Legal Services Agreement with the Law Offices of Gregory D. Thatch	
Action:	Request for Approval	

BACKGROUND

The law firm of Gregory D. Thatch specializes in facilities development projects and government land use.

ANALYSIS

Legal counsel is requested to assist and represent the RSCCD in a potential private-public real estate development project for Santa Ana College.

Hourly rates for the Law Offices of Gregory D. Thatch attorneys range from \$250 per hour to \$525 per hour. Law clerks time will be billed at the rate of \$75 per hour. Reimbursable costs for out-of-pocket expenses and travel is in addition to these hourly rates. An engagement letter is attached.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement for the Law Offices of Gregory D. Thatch to provide legal services as presented.

Fiscal Impact:	Based upon utilization	Board Date: September 13, 2010
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

**LAW OFFICES OF
GREGORY D. THATCH**

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SACRAMENTO, CA 95811-3017
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GREGORY D. THATCH
LARRY C. LARSEN
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Facsimile (202) 289-8683

August 25, 2010

Dr. Raul Rodriguez
Chancellor
Rancho Santiago Community College District
2323 North Broadway, Suite 410
Santa Ana, CA 92706-1640

Dear Dr. Rodriguez:

I am forwarding this letter to set forth our agreement regarding the payment of fees and costs to this firm in our representation of Rancho Santiago Community College District with respect to its facilities and related development issues.

The hourly rates for attorneys in this office range from Two Hundred Fifty Dollars (\$250.00) to Five Hundred Twenty-Five Dollars (\$525.00). Any law clerk time would be billed at the rate of Seventy-Five Dollars (\$75.00) an hour. These hourly rates are subject to periodic upward adjustment upon written notice.

Rancho Santiago Community College District will be billed for all actual time spent in our representation of it. This includes, but is not limited to, conferences, telephone calls, document review, research, document drafting, court appearances and travel time. Rancho Santiago Community College District will be billed in increments of one-tenth (1/10) of an hour.

Rancho Santiago Community College District will also be responsible for all out-of-pocket expenses incurred on its behalf. These expenses include, but are not limited to, long distance telephone charges, photocopy charges, document acquisition costs, computer research costs, travel costs and, if applicable, filing fees.

Although it is customary for this firm to require a non-refundable retainer or minimum earned fee in matters of this nature, we are waiving that requirement here. However, we will forward to Rancho Santiago Community College District in approximate monthly intervals, itemized statements for fees and costs. Rancho Santiago Community College District agrees to pay each monthly billing for fees and costs promptly upon receipt.

In fairness to the majority of our clients who pay their bills promptly, we have established late payment procedures for overdue accounts. If payment for services performed and costs advanced is not made within thirty (30) days after the date of mailing the billing statement, Rancho Santiago Community College District agrees to pay a late charge of 1.5% per month (18% per year) for the services performed and costs advanced during the period covered by the billing statement.

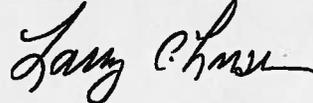
Dr. Raul Rodriguez
August 25, 2010
Page 2

I trust that this letter adequately reflects our agreement regarding payment to this firm of fees and costs. If so, I ask that you sign and date where indicated on the enclosed copy of this letter identifying Rancho Santiago Community College District's agreement with the terms set forth herein and return the executed copy in the self-addressed, stamped envelope enclosed. By signing the enclosed copy of this letter, you represent and warrant that you have the authorization and power to engage this firm to represent Rancho Santiago Community College District in this matter and to bind Rancho Santiago Community College District to the terms and conditions of this Agreement, subject to the approval of the District's Board of Trustees. You agree to promptly provide us with confirmation of the Board's approval of this Agreement when it is obtained.

Dr. Rodriguez, Mr. Thatch and I are pleased that Rancho Santiago Community College District has chosen this firm to represent it. If at any time you have any questions, please feel free to contact Mr. Thatch or me. We look forward to working with you with respect to this matter.

Very truly yours,

LAW OFFICES OF
GREGORY D. THATCH



LARRY C. LARSEN

LCL\ca
L8160.ltr
enclosure

ACCEPTED AND APPROVED:

Dated: _____

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT**

By: _____
DR. RAUL RODRIGUEZ
Chancellor

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

To: Board of Trustees	Date: September 13, 2010
Re: Approval of Architect Contract – Westberg + White, Inc.	
Action: Request for Approval	

BACKGROUND

Various Santa Ana College campus improvements have occurred over the last several years due to Measure E projects being completed. Campus vehicle and pedestrian traffic site improvements and modifications are required due to overall progress on the facilities master plan. The acquisition of College Avenue requires the completion of cul-de-sacs associated with the neighboring street closures. The demolition of the old Child Development Center is now necessary to make room for a new soccer field and the installation of bleachers on the existing football field and track in order to complete the west side of the campus. Two new campus entrances, with new monument signage will be constructed on the south side of the campus and improvements to existing entrances will be made to comply with traffic mitigation measures identified in the Environmental Impact Report (EIR). Various hard-scaping (sidewalks, driveways, curb cuts, planters and walls) and landscaping enhancements are necessary to complete the finished look at various locations throughout the campus.

ANALYSIS

Santa Ana College requests that the district engage the services of the architectural firm of Westberg + White, Inc. to provide architectural services for these various projects identified by Santa Ana College.

Total estimated architecture fees are \$795,000 plus reimbursables based on an estimated project budget of \$10 million. The standard architecture contract developed by the Orange County Department of Education's Schools Legal Services will be utilized. This project is funded by Measure E. Estimated construction completion goal is for the 100th anniversary celebration of Santa Ana College in 2015.

RECOMMENDATION

It is recommended that the Board of Trustees approve the architect contract with Westberg + White, Inc. as presented.

Fiscal Impact:	\$ 795,000 plus reimbursables	Board Date: September 13, 2010
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services and Erlinda J. Martinez, President, Santa Ana College	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

July 8, 2010

Peter Hardash
Vice Chancellor, Business Operations/Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Suite 404-1
Santa Ana, CA 92706-1640

Re: **Santa Ana College**
Campus Site Vehicle and Pedestrian Site Improvements/Modifications, New Soccer Field, New Bleachers, Identity and Way Finding Enhancement

Dear Peter,

Thank you for the opportunity to present this proposal to furnish architectural services for the Santa Ana College project referenced above. This proposal is based on our initial discussions with you and President Martinez and a subsequent Santa Ana College meeting held on Tuesday April 20th with the President and her Vice Presidents of Academic Affairs, Administrative Services and Student Services.

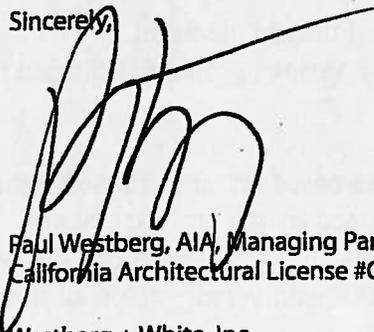
Please refer to Exhibit A for our proposed scope of work and scope of services.

Please refer to Exhibit B for our proposed compensation.

We have also enclosed Exhibit C - "Conceptual Phasing Plan" and Exhibit D - "Estimated Schedule of Work" representing suggestions for design through construction phasing of the components of this scope. They are intended to facilitate on-going campus operations while minimizing campus access and circulation impacts. Desire for input on this subject, too accomplish completion of this scope prior to the Colleges' 100th anniversary in 2015, was requested during our meeting with College officials referenced above.

We look forward to working with you, President Martinez and her management team on this project. Please do not hesitate to contact me at your convenience if you have any questions and/or comments regarding this proposal.

Sincerely,



Paul Westberg, AIA, Managing Partner
California Architectural License #C-11045

Westberg + White, Inc.
California Corporation #1551408
14471 Chambers Rd., Suite 210 Tustin, CA 92780-6964
Telephone: (714) 508-1780
Fax: (714) 508-1790

EXHIBIT A - PROJECT SCOPE

Scope of Work:

A. This Project Consists of Campus on-site traffic and pedestrian circulation and parking expansions, modifications and improvements. It also includes associated landscape, hardscape, traffic paving, lighting, civil engineering and some electrical power improvements and modifications. Campus Identity and way finding signage will also be reviewed and design suggestions provided. The attached graphic Diagrams outline the various components of the scope of work in this order:

1. On-site Traffic Circulation Modifications – “Diagram A”
2. Washington St. Access Road Re-location – Parking Lot Modifications – “Diagram B”
3. New Soccer Field Installation – “Diagram C”
4. New Football Field Bleachers – “Diagram D”
5. New Pedestrian Circulation and Plaza’s – “Diagram E”
6. New Site Lighting and Power Distribution – “Diagram F”
7. New and Modified Landscape – “Diagram G”
8. New Identity and Way Finding Signage – “Diagram H”

The colors on each diagram represent the phases of work described in attachment Exhibit C, “Conceptual Phasing Plan”, indicating their sequence of execution.

Assumptions:

- a. Client is to provide documentation of existing topography, survey, parcel, utilities, lighting, power, irrigation, and geotechnical conditions and layouts (including drawings, specifications, as-built drawings, reports, etc.), along with documentation of any current DSA and/or other Agency processing documents.
- b. Owner and Architect to finalize scope of work in relation to any current or existing documents and/or processing commissioned by Owner, Owner representatives or College or District employees.
- c. Portable buildings to the East of the existing soccer field are to be removed, not relocated
- d. Primary campus visitor entry reconfiguration on 17th Street is not part of this scope of work, currently assigned by Owner to HMC Architects.
- e. Bleacher design and construction documents, including structural engineering and calculations, shall be prepared by a selected Bleacher Manufacturing Company acceptable to the DSA.
- f. The Future Science Building, adjacent to the Library, is not a part of this scope of work, currently assigned by Owner to another architectural firm.

Scope of Services:

A. Phase I – Design

Conceptual Design - The Architect shall prepare conceptual design studies of the following for Owner approval prior to commencing with Schematic Design for the following Project components:

1. Football bleachers – 2 configurations with seating capacity quantified.
2. College Avenue Re-alignment to accommodate bleacher location
3. Campus Street Alignment modifications
4. West property edge alley modification
5. Existing Soccer Field conversion to parking lot layout
6. Western pedestrian mall's (2), and Western Plaza
7. Eastern pedestrian mall and Plaza modifications.
8. Central pedestrian mall modifications
9. Vehicular Entrance/Identity configuration and design.
10. Conceptual Signage Design for Campus Identity and way finding. This is provided as design direction for the Owner's signage consultant/vendor only. No further signage documents are to be produced by the Architect.

Design Development - The Architect shall prepare for the Owner selected and approved conceptual designs Design Development documents to further fix and describe the size character and quality of the Project. The Architect and its consultants shall assist the Owner's Construction Manager in preparation of an estimate of construction cost for the Project.

B. Phase II - Construction Documents

The Architect shall prepare architectural, Landscape, civil engineering, structural engineering, and electrical engineering documents, specifications and information for construction of each phase of the Project satisfying the local and state regulations and codes. Architect and Owner shall agree on the number of phased construction drawing packages to be prepared for separate agency submittals or phased construction requirements prior to starting the Construction Document Phase.

The Architect shall obtain the Owner's approval of the Construction Documents phase prior to proceeding with Phase III – Bidding. Revisions requested by the Owner after Phase II approval shall be considered Additional Services, as described in this Agreement. Off-site improvements, other than those defined herein are not a part of this contract.

Architect shall process for review and approval phases I through V of the Project, as defined herein, through required Division of State Architect and local City Agencies. Architect shall not be responsible for Agency processing and review fee(s), which shall be the responsibility of the Owner.

C. Phase III – Bidding

The Architect shall assist the Owner, Owner's Representative, and/or Construction Manager in obtaining bids or negotiated proposals.

D. Phase IV – Construction Observation

The Architect, as the representative of the Owner during construction of the Project, shall advise and consult with the Owner and all of the Owner's instruction to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner unless otherwise modified in writing.

Conceptual Project Phasing:

Attached Exhibit C - "Conceptual Project Phasing Plan" and Exhibit D - "Estimated Schedule of Work" provide a phased construction execution strategy to allow the campus to maintain operations while construction is commenced. All work is intended to be completed prior to the College's 100th anniversary in 2015. Phase VI, New Science Building, as shown is intended to be completed by others, not part of the Westberg + White, scope of work.

EXHIBIT B - COMPENSATION

A. Basic Compensation

We propose compensation for the scope of services in accordance with the attached Exhibit A, "Project Scope", shall be based on the following estimated fee:

Architect Fee -- A sliding scale based on a percentage of the construction cost, as follows:

Estimated Project Construction Cost = \$10 Million	
1st \$1 Million Cost @ 9% =	\$90,000
Next \$1 Million Cost @ 8.5% =	\$85,000
Next \$4 Million Cost @ 8% =	\$320,000
Next \$4 Million Cost @ 7.5% =	\$300,000
Total Estimated Architect Fee =	\$795,000.00

Consultants Included in Architect's Fee:

- Civil Engineering
- Landscape Architect
- Electrical Engineering
- Structural Engineering

B. Additional Services

If Additional Services are required, the following hourly rates shall apply:

Partner/Principal	\$200.00
Associate	\$165.00
Architect	\$140.00
Project Manager	\$140.00
Senior Designer	\$120.00
Designer/Planner	\$95.00
Construction Administrator I	\$120.00
Construction Administrator II	\$75.00
Job Captain	\$100.00
Specification Writer	\$75.00
Draftsperson, Senior	\$85.00
Draftsperson, Intermediate	\$70.00
Draftsperson, Junior	\$65.00
Clerical	\$55.00

C. Reimbursable Expenses:

Are in addition to compensation for basic and extra services, and shall be paid to the Architect at one and one-tenth (1.1) times the expense incurred by the Architect, Architect's employees and consultants for the following specifies items:

1. Approved reproduction of drawings and specifications which includes sets of construction documents or progress prints.
2. Approved reproduction of Owner existing drawings, specifications, reports, etc.
3. Approved reproduction of Owner third party, consultant, vendor, construction management, etc. documents, specifications, drawings, reports, schedules, estimates, etc.

D. Agency Processing Fees and Permit Fees:

All Processing and review fees are the responsibility of the District/College and are not included in the Architect's fee. Fees advanced for securing approval of authorities having jurisdiction over the project are in addition to Architect's compensation, and shall be paid to the Architect at one and one-tenth (1.1) times the expenses incurred by the Architect, Architect's employees and consultants.

E. Fee Compensation Schedule:

Westberg + White fee shall be reimbursed based on the following basis for services completed:

(Payable Monthly on Percentage Completed)

Schematic Design Phase:	15% of Architect Fee
Design Development Phase:	20% of Architect Fee
Construction Document Phase:	45% of Architect Fee
Bidding Phase:	3% of Architect Fee
Construction Phase:	17% of Architect Fee
Total Compensation for Professional Services	100% of Architect Fee

Sincerely,



Paul Westberg, AIA
Managing Partner
Westberg + White, Inc.

SANTA ANA COLLEGE

EXHIBIT D - ESTIMATED SCHEDULE OF WORK

Phase I – Campus Identity to Community, Soccer Field Relocation, Termination of Cul-de-Sac’s and Initial Internal Student Plaza Redevelopment

5/10	6/10	7/10	8/10	9/10	10/10	11/10	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11	12/11	1/12	2/12		
	Des						Est	DSA Review					Bid	Construct									

Phase II – Washington St. Access and Parking Lot Reconfiguration, New Central Parking Lot, and 17th St. Visitor Entrance Image Enhancement and Traffic Improvement

5/10	6/10	7/10	8/10	9/10	10/10	11/10	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11	12/11	1/12	2/12		
			Des					DSA Review					Bid	Construct									

Phase III – College Avenue Alignment, Bleachers, West Parking Lot Expansion, and Central Parking Lot Modification with New Pedestrian Mall to College Avenue

5/10	6/10	7/10	8/10	9/10	10/10	11/10	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11	12/11	1/12	2/12	
					Des						Est	DSA Review					Bid	Construct				
3/12	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	12/12	1/13	2/13	3/13	4/13	5/13	6/13	7/13	8/13	9/13	10/13	11/13	12/13	
1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14											

June 23, 2010

[SANTA ANA COLLEGE]

Phase IV – West Half of Campus Avenue Alignment, and West Pedestrian Mall and Plaza Development

5/10	6/10	7/10	8/10	9/10	10/10	11/10	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11	12/11	1/12	2/12
										CD					Est.	DSA Review					Rld.
3/12	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	12/12	1/13	2/13	3/13	4/13	5/13	6/13	7/13	8/13	9/13	10/13	11/13	12/13
Construct																					
1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14										

Phase V – East Half of Campus Avenue and Washington St. Access Alignments, and Internal Pedestrian Mall

5/10	6/10	7/10	8/10	9/10	10/10	11/10	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11	12/11	1/12	2/12	
															CD				Est.	DSA Review		
3/12	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	12/12	1/13	2/13	3/13	4/13	5/13	6/13	7/13	8/13	9/13	10/13	11/13	12/13	
			Rld.	Construct							Final	Close										
1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14											

Phase VI – New Science Building and East Parking Lot Modifications (Not a Part of W+W Services)

5/10	6/10	7/10	8/10	9/10	10/10	11/10	12/10	1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11	12/11	1/12	2/12	
																				College/District Review		
3/12	4/12	5/12	6/12	7/12	8/12	9/12	10/12	11/12	12/12	1/13	2/13	3/13	4/13	5/13	6/13	7/13	8/13	9/13	10/13	11/13	12/13	
										CD										DSA Review		
1/14	2/14	3/14	4/14	5/14	6/14	7/14	8/14	9/14	10/14	11/14	12/14											

K-19

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

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Proposal - HMC Architects - Space Inventory Update	
Action:	Request for Approval	

BACKGROUND

California community college districts are required to annually update and maintain specific facilities utilization inventories on the statewide FUSION (Facilities Utilization Space Inventory Options Net) database system. This inventory system tracks campus building condition assessments and develops cost modeling for maintenance projects and replacement costs.

ANALYSIS

Annually, all districts must update the FUSION system to reflect any new buildings that have been completed and any that have been removed from operation. State capital outlay standards are based on space utilization. Proper categorization of space utilization becomes critical. It has been several years since the RSCCD has conducted a "walk through" space inventory update to check how campus space is categorized in FUSION.

In order to qualify for partial state funding for Initial Project Proposals (IPPs) and Final Project Proposals (FPPs), accurate capital space inventories and capital "load factors" are important.

HMC Architects has presented a proposal for a walk through and will update RSCCD's campus space inventories in the FUSION system by the October 1, 2010 deadline. This proposal, on an hourly basis, of up to \$20,000 is attached which includes the requisite scope of work to be conducted.

RECOMMENDATION

It is recommended that the Board of Trustees approve the attached proposal from HMC Architects to conduct a space inventory update as presented.

Fiscal Impact:	Not to exceed \$20,000	Board Date: September 13, 2010
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

September 2, 2010

HMC Architects

Mr. Peter Hardash
Vice Chancellor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

Re: Rancho Santiago Community College District
Proposal for 2010 Space Inventory Update

Dear Peter:

We are pleased to present our proposal for assisting the District in the development of your 2010 Space Inventory Update.

Based on our discussion, we understand the scope to include the following activities:

- Collect and print campus floor plan diagrams and current space inventory listings
- Visit SAC and SCC campuses and tour facilities to verify current space usage
- Identify discrepancies in develop recommendations for modifications
- Update the Space Inventory in FUSION

We propose to collaborate with you, the College, and the District to develop the information required to update your Space Inventory by September 30th in order to meet the October 1st, 2010 submittal deadline to the Chancellor's Office.

Compensation:

HMC ARCHITECTS will provide the services outlined in the Scope of Work on an hourly basis not-to-exceed twenty thousand dollars (\$20,000.00), plus reimbursable expenses, without prior written approval per Attachment "A" Architect's Rate Schedule.

Authorization/Agreement to Proceed:

HMC ARCHITECTS is hereby requested and authorized by Rancho Santiago Community College District to provide Professional Planning Services as described above. All the foregoing is agreed to and authorized by:

Kevin Wilkeson
Managing Principal
License #C-19759

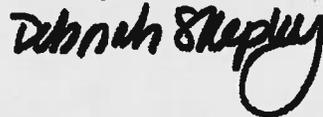
Date

Date

Mr. Peter Hardash
Rancho Santiago Community College District
September 2, 2010
Page 2 of 2

If this Proposal/Agreement accurately reflects the scope of services we have discussed, please sign and return one (1) original to my attention. We are pleased to have the opportunity to provide our services to the Rancho Santiago Community College District and it is an honor to be part of your team.

Sincerely,



Deborah Shepley, AIA, LEED AP
Principal, Community College Practice Leader
MO License #006183

DS:le

cc: Sheryl Sterry, Lynete Eloff, Kevin Wilkeson (HMC)
File- CN-AOA

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

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Additional Construction Management Services for the Santa Ana College Child Development Center, Baseball Field ADA Improvements Project and Project Filing / DSA Closeout Assistance	
Action:	Request for Approval	

BACKGROUND:

Bernards Management Services is currently providing construction management services for multiple projects at Santa Ana College. An extension of those services is justifiable given that several Bid packages had to be rebid, unforeseen soil conditions, weather, design revisions, and legal constraints have all contributed to project delays beyond the original construction schedules.

ANALYSIS:

As noted in the attached proposal dated August 20, 2010 from Bernards Management Services, the proposal is based on three (3) separate projects. Management of the completion of Santa Ana College Child Development Center (CDC) will increase the cost of the original agreement by \$100,198. The revised cost for the CDC Project is \$702,062. Oversight and management of the construction at the Santa Ana College Baseball Field ADA Improvements Project increases this contract by \$25,466. The revised cost of this project is \$266,631.

DSA documents and plan room filing is a separate request for services (\$27,200.00) directly associated with recent construction at Santiago Canyon College, Santa Ana College, Sheriff's Training Academy and Digital Media Center projects which were completed within the last five (5) years.

The total estimated fee for the proposed services is based on an hourly rate for the anticipated staff at a cost of \$152,864.00.

RECOMMENDATION:

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

Fiscal Impact:	\$152,864.00	Board Date: September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	



August 20, 2010

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

Via E-Mail

Subject: Rancho Santiago Community College District
Santa Ana College: Child Development Center Project
Santa Ana College: Baseball Field ADA Improvements/Scoreboard
Request For Contract Extension/Fee Proposal

Dear Alex:

Pursuant to discussions with the District and Bernards' Project Manager Jerry Neve, we are requesting a Contract extension for the above-mentioned projects from September 1, 2010 through November 8, 2010. Our request is based on the projects extending beyond our Contract completion date caused by issues beyond our control. Our request is as follows:

1. Project Manager Hourly Rate \$145/hour for 8.4 weeks (336 hours)	\$48,720
2. Project Superintendent Hourly Rate \$144/hour for 8.4 weeks (336 hours)	\$48,384
3. Project Engineer No. 1 Hourly Rate \$85/hour for 8.4 weeks (336 hours)	\$28,560
4. General Conditions	No cost
Total Request for Extension \$125,664.	

A breakdown of our costs by project is as follows:

Santa Ana College: Child Development Center Project	\$100,198
Santa Ana College: Baseball Field ADA Improvements.....	\$25,466.

In addition, we are providing a Fee Proposal for a Project Engineer to assist the District with organizing the Plan Room and DSA-related documents. Our proposal is as follows:

1. Project Engineer No. 2 Hourly Rate \$85/hour for 8 weeks (320 hours)	\$27,200
2. General Conditions	No cost
Total Fee Proposal \$27,200.	

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

Respectfully,

Kelvin K. Okino
Vice President, Management Services

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

Los Angeles Corporate Office
138 San Felipe Blvd, Suite 3000
Santa Ana, CA 92706
Phone No. 909.941.5225
T 909.941.5225
F 909.941.5228
www.bernards.com

Bernards Inland Empire Regional Office
3833 E. Inland Empire Blvd., Suite 860
Ontario, CA 91764
T 909.941.5225 F 909.941.5224

BID RESULTS

BID #1164

PROJECT: Asbestos/Hazardous Materials Removal (3-year Contract)

DUE DATE: Thursday, August 19, 2010 @ 2 P.M.

BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
AMPCO Contracting, Inc. 1328 S. Allec St. Anaheim, CA 92805	\$22,588.25	Castlerock 10040 Painter Avenue Santa Fe Springs, CA 90670	NON-RESPONSIVE		
Miller Environmental, Inc. 2210 S. Dupont Drive Anaheim, CA 92806	\$27,858.25				
Service First (1st) 3505 Cadillac Avenue Building F-9 Costa Mesa, CA 92626	\$31,239.68				
Urban Metro Environmental, Inc. 6124 Everest Way Sacramento, CA 95842	\$31,913.25				
CST Environmental, LP 404 N. Berry Street Brea, CA 92821	\$33,475.00				
Tri Span, Inc. 591 W. Explorer Street Brea, CA 92821	\$43,440.00				
Brickley Environmental 957 W. Reece Street San Bernardino, CA 92411	\$55,083.50				

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

To:	Board of Trustees	Date:	September 13, 2010
Re:	Approval of Award of Bid #1164 – Asbestos/Hazardous Material Removal		
Action:	Request for Approval		

BACKGROUND:

In compliance with Public Contract Code, Bid #1164 for the removal of asbestos and other hazardous materials that may require abatement at any of the District facilities was appropriately advertised and specifications made available to prospective bidders.

Bid #1164 is a "unit price" bid, meaning that licensed contractors provide their estimated costs for each of sixty (60) separate items. The lowest cost responsible bidder is determined by a matrix that estimates the quantity of abatement work for various items that are indicative of the work that may be required at RSCCD. The bid is for a three (3) year period.

ANALYSIS:

A mandatory pre-bid conference was held on July 29, 2010, at which thirteen (13) contractors attended to answer any of their questions related to the bid.

On August 19, 2010, Bid #1164 was opened. The District received eight (8) bids for the project and each contractors bid was evaluated based on the matrix distributed to contractors after the bid opening.

The bids ranged from a low of \$22,588.25 to a high of \$55,083.50. One firm was determined to be "non-responsive" for failure to complete the bid form appropriately.

The lowest cost responsible bidder was AMPCO Contracting, Inc. located in Anaheim, CA. AMPCO Contracting, Inc. is a fully licensed firm and has significant experience working in public school environments as well as the private sector.

District staff has provided a "due diligence" review of the lowest cost responsible bidder, AMPCO Contracting, Inc., and a verification has been made that they hold appropriate license, that the firm complied with necessary bid requirements, the firm has no record of labor complaints and references regarding recent projects were all positive.

Bid #1164 is to be awarded for a three (3) year period, terminating on June 30, 2013, with annual cost of living increases in years two (2) and three (3) based upon the Los Angeles, Riverside and Orange County's Consumer Price Index (CPI).

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1164 for the Asbestos/Hazardous Material Removal to AMPCO Contracting, Inc. as presented.

Fiscal Impact:	\$100,000.00 estimated first-year cost, based upon unit pricing	Board Date: September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

BID RESULTS

BID #1164

PROJECT: Asbestos/Hazardous Materials Removal (3-year Contract)

DUE DATE: Thursday, August 19, 2010 @ 2 P.M.

BIDDER	AMOUNT	BIDDER	AMOUNT	BIDDER	AMOUNT
AMPCO Contracting, Inc. 1328 S. Allec St. Anaheim, CA 92805	\$22,588.25	Castlerock 10040 Painter Avenue Santa Fe Springs, CA 90670	NON-RESPONSIVE		
Miller Environmental, Inc. 2210 S. Dupont Drive Anaheim, CA 92806	\$27,858.25				
Service First (1st) 3505 Cadillac Avenue Building F-9 Costa Mesa, CA 92626	\$31,239.68				
Urban Metro Environmental, Inc. 6124 Everest Way Sacramento, CA 95842	\$31,913.25				
CST Environmental, LP 404 N. Berry Street Brea, CA 92821	\$33,475.00				
Tri Span, Inc. 591 W. Explorer Street Brea, CA 92821	\$43,440.00				
Brickley Environmental 957 W. Reece Street San Bernardino, CA 92411	\$55,083.50				

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

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Change Order #6 - Bid #1097 - General Construction for the Child Development Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On May 11, 2009, the Board of Trustees awarded a contract to ISEC, Inc. for Bid #1097 general construction for the Child Development Center at Santa Ana College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #6.

Change Order #6 increases the contract by \$12,635. The revised contract amount is \$1,967,258. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 7.4% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #6, ISEC, Inc. for Bid #1097, General Construction for the Child Development Center at Santa Ana College as presented.

Fiscal Impact:	\$12,635.00	Board Date: September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Child Development Center	<i>Bid No.</i> 1097 <i>P.O. #</i> P000216
	<i>D.S.A. No.</i> 04-108649
Contractor: <i>ISEC</i>	<i>Change Order No.</i> 6
Architect: <i>Harley Ellis Devereaux</i>	<i>Date:</i> 8/25/10

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,831,427.00
Previous Change Orders	\$123,196.00	
This Change Order	\$12,635.00	
Total Change Orders		\$135,831.00
Revised Contract Amount		\$1,967,258.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		July 30, 2010
Revised Contract Completion Date		
RSCCD Board Approval Date		September 13, 2010

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Bernard's Authorized Signature Date

District Inspector Authorized Signature Date

Darryl A. Odum

Director - District Construction and Support Services Date

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services Date

CHANGE ORDER

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

Project: Child Development Center	Bid No. 1097	P.O. # 09-P000216
	D.S.A. No. 04-108649	
Contractor: ISEC	Change Order No. 6	
Architect: Harley Ellis Devereaux	Date: 8/25/10	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Replace elevator hall stations to accommodate district FOB</p> <p>REASON: Integrate district FOB into call station</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$914.00
2.0	<p>DESCRIPTION: On site storage containers</p> <p>REASON: Cabinets were fabricated per schedule and had to be stored on site</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$3,000.00
3.0	<p>DESCRIPTION: Install owner supplied Microwave ovens, wrap exposed wood beams with plywood</p> <p>REASON: Appliances were not in contract</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$3,541.00
4.0	<p>DESCRIPTION: Cut subfloor framing to accommodate slope of concrete slab</p> <p>REASON: Plans do not indicate sloping slab</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$2,221.00

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92708-1840

Project: Child Development Center		Bid No. 1097	P.O. # 09-P000216
		D.S.A. No. 04-108649	
Contractor: ISEC		Change Order No. 6	
Architect: Harley Ellis Devereaux		Date: 8/25/10	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p>DESCRIPTION: Per Architect field direction, relocate canopy drains and downspouts</p> <p>REASON: Move drains above new plywood ceiling</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,164.00
6.0	<p>DESCRIPTION: Provide double acting door with new hardware in second floor classroom</p> <p>REASON: To accommodate exiting requirements</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$1,795.00
Sub-Total		\$0.00	\$12,635.00
Total			\$12,635.00

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

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Change Order #3 – Bid #1109 – Plumbing for the Child Development Center at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On May 11, 2009, the Board awarded a contract to J.M. Farnan Company, Inc. for Bid #1109, Santa Ana College Child Development Center to perform the plumbing portion of the project.

ANALYSIS:

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

Change Order #3 increases the contract by \$22,409. The revised contract amount is \$666,553.50. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 6.5% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #3, J.M. Farnan Company, Inc. for Bid #1109, plumbing for the Santa Ana College Child Development Center as presented.

Fiscal Impact:	\$22,409.00	Board Date: September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Child Development Center

Bid No. 1109 P.O. # 09-P0010968

D.S.A. No. 04-108649

Contractor: JM Farnan

Change Order No. 3

Architect: Harley Ellis Devereaux

Date: 8/24/10

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$625,700.00
Previous Change Orders	\$18,444.50	
This Change Order	\$22,409.00	
Total Change Orders		\$40,853.50
Revised Contract Amount		\$666,553.50
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		
Revised Contract Completion Date		
RSCCD Board Approval Date		September 13, 2010

Architect _____ Authorized Signature _____ Date _____

Contractor Name _____ Authorized Signature _____ Date _____

Construction Manager - Bernards _____ Authorized Signature _____ Date _____

District Inspector _____ Authorized Signature _____ Date _____

Darryl A. Odum
Director - District Construction and Support Services _____ Authorized Signature _____ Date _____

Assistant Vice Chancellor - Facility Planning _____ Authorized Signature _____ Date _____

Peter J. Hardash
Vice Chancellor, Business Operations/Fiscal Services _____ Authorized Signature _____ Date _____

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92708-1640

Project: *Child Development Center*

Bid No. 1109

P.O. # 09-P0010968

D.S.A. No. 04-108649

Contractor: *JM Farnan*

Change Order No. 3

Architect: *Harley Ellis Devereaux*

Date: 8/24/10

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Relocate storage container to base pave parking lot</p> <p><u>REASON:</u> To accommodate parking lot paving</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$326.00
2.0	<p><u>DESCRIPTION:</u> Per RFI#248, Install (4) new drain lines to accommodate play surface installation.</p> <p><u>REASON:</u> New play surface requirement</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$6,292.00
3.0	<p><u>DESCRIPTION:</u> Furnish and install kitchen water purification system in room #111-A</p> <p><u>REASON:</u> Would not fit on wall in Kitchen</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,463.00
4.0	<p><u>DESCRIPTION:</u> Relocate gas main, existing line was not active. Move to active service connection.</p> <p><u>REASON:</u> Existing gas main was abandoned</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$4,265.00

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92708-1640

Project: <i>Child Development Center</i>	Bid No. <i>1109</i>	P.O. # <i>09-P0010968</i>
	D.S.A. No. <i>04-108649</i>	
Contractor: <i>JM Farnan</i>	Change Order No. <i>3</i>	
Architect: <i>Harley Ellis Devereaux</i>	Date: <i>8/24/10</i>	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p>DESCRIPTION: Per RFI#252, remove previously installed 4" sidewalk drains and install 2"x12" rectangle drain lines</p> <p>REASON: 4" Round piping would not allow for proper concrete clearance.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$6,370.00
6.0	<p>DESCRIPTION: Install owner supplied appliances in all buildings, dish washers and washers and dryers.</p> <p>REASON: Appliance were "not in contract"</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$2,693.00
Sub-Total		\$0.00	\$22,409.00
Total			\$22,409.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Notice of Completion - Bid #1156 – Renovation of the Child Development Center at Centennial Education Center	
Action:	Request for Approval	

BACKGROUND:

On February 22, 2010, the District approved a contract with MDE Group, Inc. to renovate the Child Development Center at Centennial Education Center (CEC).

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

ANALYSIS:

The project was substantially complete on August 23, 2010 and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$513,957.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the renovation of the Child Development Center at Centennial Education Center as presented.

Fiscal Impact:	N/A	Board Date: September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

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

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

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

NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Centennial Education Center, located at 2900 W. Edinger Avenue, Santa Ana, California, caused improvements to be made to the property to wit: Bid No. 1156/Renovation of the Child Development Center at Centennial Education Center, the contract for the doing of which was heretofore entered into on the 14th day of March, 2010, which contract was made with MDE Group, Inc. PO #10-P0013931, as contractor; that said improvements were completed on the 23rd day of August, 2010, and accepted by formal action of the governing Board of said District on the 13th day of September, 2010; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Financial Pacific Insurance Company.

Rancho Santiago Community College District of
Orange County, California

by _____

State of California)
 §
County of Orange)

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

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

Executed at _____ California, on

_____, 20____.

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

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

To:	Board of Trustees	Date:	September 13, 2010
Re:	Approval of Architect Change Order - Humanities Building at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

On March 12, 2007, the Board of Trustees awarded a contract to LPA, Inc. to provide architectural design, engineering and bid documents for the Humanities Building at Santiago Canyon College.

ANALYSIS:

Due to the District's requests for modifications to the design of the bridge and the south side of the Humanities Building at SCC additional design services have been required of LPA in order to complete construction. The specific changes and costs are listed on the attached Professional Services Authorization (PSA).

The cost for these additional services is estimated at \$37,200 with no additional reimbursable expenses.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional services provided by LPA, Inc. in the amount of \$37,200 as presented.

Fiscal Impact:	\$37,200.00, estimated	Board Date:	September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raul Rodriguez, Ph.D., Chancellor		

PROFESSIONAL SERVICES AUTHORIZATION

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

Project No.: **27034.10** Date: **August 9, 2010**
 Project: **Santiago Canyon College - Humanities Building**
 Location: **Orange** PSA No.: **3**
 Office: **Irvine** Issued By: **Contract**
 Client Contract: LPA PIC: **Chris Torrey**
 Client Job No.: License #: **CI7881**
 LPA PM: **Young Min**

Attn: **Darryl Odum, Director**
Construction and District Support Services
 Phone: **(714) 480-7516** Fax: **(714) 796-3910**

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' of the Architectural Services Agreement dated March 13, 2007. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

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

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

Services shall include:

District requested modifications to the SCC Humanities Building:

Modification to Bridge:

Structural Engineer	\$1,200
Electrical Engineer	\$500
Landscape Architect	\$2,500
Architectural	\$7,500
DSA Processing	\$2,500
Total Mod to Bridge	\$14,200

Modification to South Side of Building:

Civil Engineer	\$5,000
Electrical Engineer	\$4,000
Landscape Architect	\$7,500
Architectural	\$4,000
DSA Processing	\$2,500
Total Mod to So.Side of Bldg.	\$23,000

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions' of the Architectural Services Agreement dated March 13, 2007. The 'Terms and Conditions' are a part of this Agreement.

Fee:	Fixed Fee	\$37,200.00
Reimbursable Expenses:	None	\$0.00

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

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$2,112,000.00	\$211,200.00	\$2,323,200.00
Total of Previous Addenda:	\$103,230.00	\$0.00	\$103,230.00
Previous Totals:	\$2,215,230.00	\$0.00	\$2,426,430.00
This PSA Amount:	\$37,200.00	\$0.00	\$37,200.00
New Fee Totals:	\$2,252,430.00	\$211,200.00	\$2,463,630.00

Client Authorized Signature

Date

LPA Authorized Signature

Date

Darryl Odum 8/19/10

Christopher D. Torrey 8/10/10

Christopher D. Torrey, AIA, Principal, LEED® AP

5.12 (2)

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617 Tel: 949.261.1001 Fax: 949.260.1190

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

To: Board of Trustees	Date: September 13, 2010
Re: Approval of Architect Change Order - Infrastructure Projects at Santiago Canyon College	
Action: Request for Approval	

BACKGROUND:

On February 25, 2008, the Board awarded a contract to LPA, Inc. to provide architectural design, engineering and bid documents for miscellaneous SCC Infrastructure projects funded by Measure E. LPA is the architect of record for the projects as provided in the Master Planning Agreement with this firm.

Examples of projects funded with this allocation have included the design and engineering of the Student Services Building, the new Learning Resource Center, Maintenance & Operations Building, parking lot, restroom concession facility, as well as the movement of the portable buildings and the Mass Grading Project.

ANALYSIS:

Additional professional Master Plan design and engineering services are required of LPA in order to complete projects noted below, all related to SCC infrastructure needs:

DESIGN AND ENGINEERING SERVICE	FEE	REIMBURSABLES
Additional reimbursable expenses incurred during various site and infrastructure projects	\$0.00	\$20,000.00
Architectural, Civil and Electrical engineering services related to the parking lot	\$24,000.00	\$2,400.00
TOTALS	\$24,000.00	\$22,400.00

The cost for these design, civil and engineering services is estimated at \$24,000 plus \$22,400 in reimbursable expenses for a total of \$46,400.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the request for additional services provided by LPA, Inc. in the amount of \$46,400 as presented.

Fiscal Impact:	\$24,000.00 plus reimbursables estimated at \$22,400.00	Board Date: September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

PROFESSIONAL SERVICES AUTHORIZATION

Client: RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
2323 N. Broadway, Suite 112
Santa Ana, CA 92706
Attn: Darryl Odum, Director of Construction and District Support Services
Phone: (714) 480-7516 Fax: (714) 796-3910

Project No.: 29049.10 Date: August 16, 2010
Project: RSCCD-Parking Lot/Infrastructure
Location: Orange PSA No.: 3
Office: Irvine Issued By: Young Min
Client Contract: LPA PIC: Chris Torrey
Client Job No.: License #: C17881
LPA PM: Young Min

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' of the Architectural Services Agreement dated November 16, 2004. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Rancho Santiago Community College District - Parking Lot & Other Infrastructure

LPA will provide: [] New Services [X] Additional Services [] Revised Scope of Services

Services shall include:

Additional Civil Engineering Services to provide revised Traffic Plans, Civil Plans, and Legal Exhibits for Easements.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions' of the Architectural Services Agreement dated November 16, 2004. The 'Terms and Conditions' are a part of this Agreement.

Fee: Fixed Fee \$15,000.00
Reimbursable Expenses: Estimated \$1,500.00

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

Luzuriaga Taylor, Inc. - Civil Engineering Services

Special Conditions:

None

Table with 4 columns: Contract Status, Services, Expenses, Contract Total. Rows include Original Contract Amount, Total of Previous Addenda, Previous Totals, This PSA Amount, and New Fee Totals.

Client Authorized Signature Date
Darryl Odum 8/3/10

LPA Authorized Signature Date
Christopher D. Torrey, Principal, LEED AP 8/16/10

PROFESSIONAL SERVICES AUTHORIZATION

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

Project No.: **29049.10** Date: **November 3, 2009**
 Project: **RSCCD-Parking Lot/Infrastructure**
 Location: **Orange** PSA No.: **1**
 Office: **Irvine** Issued By: **Young Min**
 Client Contract: **LPA PIC: Chris Torrey**
 Client Job No.: **License #: C17881**
LPA PM: Young Min

Attn: **Darryl Odum**
 Phone: **714.480-7513** Fax: **714.796.3910**

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' of the Architectural Services Agreement dated November 16, 2004. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Rancho Santiago Community College District - Parking Lot & Other Infrastructure

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

Architectural, Civil and Electrical engineering services to relocate two existing portable classroom buildings to the parking lot expansion area.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of **\$0.00** and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions' of the Architectural Services Agreement dated November 16, 2004. The 'Terms and Conditions' are a part of this Agreement.

Fee:	Fixed Fee	\$9,000.00
Reimbursable Expenses:	Estimated	\$900.00

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

Konsortium 1 - Electrical Engineering Services
Luzuriaga Taylor, Inc. - Civil Engineering Services

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$595,200.00	\$59,520.00	\$654,720.00
Total of Previous Addenda:	\$0.00	\$0.00	\$0.00
Previous Totals:	\$595,200.00	\$59,520.00	\$654,720.00
This PSA Amount:	\$9,000.00	\$900.00	\$9,900.00
New Fee Totals:	\$604,200.00	\$60,420.00	\$664,620.00

Client Authorized Signature

Date

LPA Authorized Signature

Date

Darryl Odum **8/31/10**

Christopher D. Torrey **11/6/09**
 Christopher D. Torrey, Principal, LEED® AP

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617

Tel: 949.261.1001 Fax: 949.260.1190



PROFESSIONAL SERVICES AUTHORIZATION

Client: **RANCHO SANTIAGO COMMUNITY COLLEGE COLLEGE DISTRICT**
 2323 North Broadway
 Santa Ana, CA 92706-1640
 Attn: **Mr. Robert C. Partridge**
 Assistant Vice Chancellor
 Phone: 714-480-7510 Fax: 714-796-3910

Project No.: **23116.30** Date: **8/13/2008**
 Project: **Site & Infrastructure at Santiago Canyon College**
 Location: **Orange** PSA No.: **3,R1**
 Office: **Irvine** Issued By: **Chris Torrey**
 Client Contract: **P0040898** LPA PIC: **Chris Torrey**
 Client Job No.: License #: **17881**
 LPA PM: **Young Min**

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' of the Architectural Services Agreement dated February 26, 2008. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Site and Infrastructure at Santiago Canyon College located within Rancho Santiago Community College District.

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

Additional Reimbursables as required.

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Pursuant to project schedule.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions of Agreement' shown on the above mentioned agreement. The 'Terms and Conditions' are a part of this Agreement.

Fixed Fee: \$0 Hourly Rates in accordance with the LPA Rate Schedule
 Reimbursables: \$20,000

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

None

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$291,000.00	\$29,100.00	\$320,100.00
Total of Previous Addenda:	\$0.00	\$0.00	\$0.00
Previous Totals:	\$291,000.00	\$29,100.00	\$320,100.00
This PSA Amount:	\$0.00	\$20,000.00	\$20,000.00
New Fee Totals:	\$291,000.00	\$49,100.00	\$340,100.00

Client Authorized Signature

Date

LPA Authorized Signature

Date

Karyn Odum

8/31/08

Christopher D. Torrey

8/21/08

Christopher D. Torrey, AIA, LEED AP, Principal

Please return one fully executed copy to LPA, Inc. at: 5161 California Avenue, Suite 100, Irvine, CA 92617

Tel: 949.261.1001 Fax: 949.260.1111

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

To:	Board of Trustees	Date:	September 13, 2010
Re:	Approval of Change Order #1 - Bid #1034 – Landscaping for the Athletic/Aquatic Center at Santiago Canyon College		
Action:	Request for Approval		

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Sierra Landscape Co., Inc. for Bid #1034, landscaping for the Athletic/Aquatic Center at Santiago Canyon College.

ANALYSIS:

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

Change Order #1 increases the contract by \$5,028.70. The total revised contract amount is \$93,578.70. The costs indicated in the change order are considered fair, reasonable, and within industry standards by the architect, construction manager, and staff. Total change orders for the project are 5.7% of construction cost. Pursuant to administrative regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Sierra Landscape Co., Inc. for Bid #1034, landscaping for the Athletic/Aquatic Center at Santiago Canyon College as presented.

Fiscal Impact:	\$5,028.70	Board Date:	September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raul Rodriguez, Ph.D., Chancellor		

CHANGE ORDER

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

Project: Athletic & Aquatic Center Project at Santiago Canyon College	Bid No. 1134	P.O. # 10-BP000238
	D.S.A. No. 4-109232	
Contractor: Sierra Landscape Co inc	Change Order No. 1	
Architect: The Austin Company	Date: 8/24/10	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$88,550.00
Previous Change Orders	\$0.00	
This Change Order	\$5,028.70	
Total Change Orders		\$5,028.70
Revised Contract Amount		\$93,578.70
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		December 11, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		September 13, 2010

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

CHANGE ORDER

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

Project: Athletic & Aquatic Center Project at Santiago Canyon College

Bid No. 1140

P.O. # 10-P0014553

D.S.A. No. 4-109232

Contractor: Sierra Landscape Co inc

Change Order No. 1

Architect: The Austin Company

Date: 8/24/10

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Connect Irrigation Wiring to Controller</p> <p><u>REASON:</u> Irrigate the East Side of the Campus and M&O Building</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,892
2.0	<p><u>DESCRIPTION:</u> Investigation of Existing Irrigation Mainline</p> <p><u>REASON:</u> Not Shown as Indicated on the Contract Drawings</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,137
Sub-Total		\$0.00	\$5,028.70
Total			\$5,028.70

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

To: Board of Trustees	Date: September 13, 2010
Re: Approval of Change Order #6– Bid #1076 – Glass/Glazing for the Science Building (Bond Portion) at Santiago Canyon College	
Action: Request for Approval	

BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Best Contracting Services for Bid #1076/SCC Science Building to perform the glass and glazing portion of the project.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #6.

Change Order #6 increases the contract by \$3,655 and adds an additional 179 days to the length of the project. The revised contract amount is \$1,133,009.34. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 8.6% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #6, Best Contracting Services for Bid #1076, glass and glazing for the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$3,005.22	Board Date: September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project:	New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1076	P.O. # 08-P0004493
		D.S.A. No. 04-107803	
Contractor:	Best Contracting Services	Change Order No. 6	
Architect:	LPA, Inc.	Date: 8/25/10	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,042,990.00
Previous Change Orders	\$86,364.34	
This Change Order	\$3,655.00	
Total Change Orders		\$90,019.34
Revised Contract Amount		\$1,133,009.34
Previous Time Extensions	90 calendar days	
Time Extension - This Change Order	179 calendar days	
Total Time Extensions		269 calendar days
Original Completion Date		August 25, 2009
Revised Contract Completion Date		May 21, 2010
RSCCD Board Approval Date		September 13, 2010

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

CHANGE ORDER

Rancho Santiago Community College District
2323 N. Broadway, Santa Ana, CA 92708-1640

Project: New Science Building (Bond Funded Portion) at Santiago Canyon College	Bid No. 1076	P.O. # 08-P0004493
	D.S.A. No. 04-107803	
Contractor: Best Contracting Services	Change Order No. 6	
Architect: LPA, Inc.	Date: 8/25/10	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Extend Drywall Adapter @ 1st Floor Window System</p> <p>REASON: Accomadate Field Conditions</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 89 calendar days</p>		\$2,536.00
2.0	<p>DESCRIPTION: Cut and Pre-fabricate Weep Holes in CMU Wall</p> <p>REASON: Install Head Pressure Bar at Window System</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 90 calendar days</p>		\$1,119.00
Sub-Total		\$0.00	\$3,655.00
Total			\$3,655.00

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

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Change Order #6 - Bid #1076 – Glass/Glazing for the Science Building (State Portion) at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On December 10, 2007, the Board of Trustees awarded a contract to Best Contracting Services for Bid #1076/SCC Science Building to perform the glass and glazing portion of the project.

ANALYSIS:

During the normal course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #6.

Change Order #6 increases the contract by \$2,944 and adds an additional 109 days to the length of the project. The revised contract amount is \$1,778,705.86. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 8.4% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #6, Best Contracting Services for Bid #1076, glass and glazing for the Santiago Canyon College Science Building as presented.

Fiscal Impact:	\$2,944.00	Board Date: September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: New Science Building (State Funded Portion) at
Santiago Canyon College

Bid No. 1076 P.O. # 08-P0004494

D.S.A. No. 04-107804

Contractor: Best Contracting Services

Change Order No. 6

Architect: LPA, Inc.

Date: 8/25/10

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,640,410.00
Previous Change Orders	\$135,351.86	
This Change Order	\$2,944.00	
Total Change Orders		\$138,295.86
Revised Contract Amount		\$1,778,705.86
Previous Time Extensions	160 calendar days	
Time Extension - This Change Order	109 calendar days	
Total Time Extensions		269 calendar days
Original Completion Date		August 25, 2009
Revised Contract Completion Date		February 1, 2010
RSCCD Board Approval Date		August 23, 2010

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Seville Construction Services

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Authorized Signature

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Authorized Signature

Date

CHANGE ORDER

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

Project: New Science Building (State Funded Portion) at Santiago Canyon College	Bid No. 1076	P.O. # 08-P0004494
	D.S.A. No. 04-107804	
Contractor: Best Contracting Services	Change Order No. 5	
Architect: LPA, Inc.	Date: 8/25/10	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Cut and Pre-fabricate Weep Holes in CMU Wall</p> <p><u>REASON:</u> Install Head Pressure Bar at Window System for Support</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 15 calendar days</p>		\$752.00
2.0	<p><u>DESCRIPTION:</u> Provide 3" Face Cap at Mullion Mullion System</p> <p><u>REASON:</u> Accomodate Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 15 calendar days</p>		\$986.00
3.0	<p><u>DESCRIPTION:</u> Add Breakshape Panel at Door #118B and 215B</p> <p><u>REASON:</u> Conceal Joints at Interior Walls</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 15 calendar days</p>		\$461.00
4.0	<p><u>DESCRIPTION:</u> Install 3" Face Cap at CMU wall</p> <p><u>REASON:</u> Accomodate Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 15 calendar days</p>		\$745.00
Sub-Total		\$0.00	\$2,944.00
Total			\$2,944.00

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

To:	Board of Trustees	Date: September 13, 2010
Re:	Approval of Change Order #1 - Bid #1140 - Plumbing at the Chapman Avenue Entry Road and LRC Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Contracting, Inc. for Bid #1124/ Plumbing at the Chapman Avenue Entry Road and LRC Parking Lot at Santiago Canyon College.

ANALYSIS:

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

Change Order #1 increases the contract by \$1,745.15. The revised contract amount is \$61,355.15. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 2.9% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1, Interpipe Contracting, Inc. for Bid #1140, plumbing at the Chapman Avenue Entry Road and LRC Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	\$1,745.15	Board Date: September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Chapman Avenue Entry Road and LRC Parking Project at Santiago Canyon College	Bid No. 1140	P.O. # 10-P0014553
	D.S.A. No. 4-110582	
Contractor: Interpipe Contracting Inc	Change Order No. 1	
Architect: LPA, Inc.	Date: 8/24/10	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$59,610.00
Previous Change Orders	\$0.00	
This Change Order	\$1,745.15	
Total Change Orders		\$1,745.15
Revised Contract Amount		\$61,355.15
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		September 13, 2010

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

5.17 (2)

CHANGE ORDER

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

Project: Chapman Avenue Entry Road and LRC Parking Project at Santiago Canyon College		Bid No. 1140	P.O. # 10-P0014553
		D.S.A. No.	4-110582
Contractor: Interpipe Contracting, Inc		Change Order No.	1
Architect: LPA, Inc.		Date:	8/24/10
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	DESCRIPTION: Lower (2) Existing Manholes at Chapman Road Entry REASON: Allow Installation of Asphalt REQUESTOR: District TIME EXTENSION: ADDS 0 calendar days		\$1,745
Sub-Total		\$0.00	\$1,745.15
Total			\$1,745.15

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS & FISCAL SERVICES

To:	Board of Trustees	Board Date: September 13, 2010
Re:	Approval of Classroom Lease Renewal - Orange Unified School District	
Action:	Request for Approval	

BACKGROUND:

Historically, RSCCD has rented classroom space from the Orange Unified School District (OUSD) to provide additional instructional facilities for both college credit and continuing education courses. This arrangement was first approved by the Board of Trustees on January 14, 1986. This space is rented on an hourly rate.

ANALYSIS:

A new, one-year lease renewal agreement has been negotiated with OUSD. It is based upon a yearly rate of \$12.97 per classroom hour which is approximately 10% higher than the previous lease rate. The 2009-10 lease rate was \$11.82 per classroom hour per year. The amount paid in the 2009-10 fiscal year was \$21,098.28. This agreement would be effective for the period of July 1, 2010 through June 30, 2011. All other terms and conditions of the proposed lease remain unchanged from the original lease agreement. Attached is a copy of the new lease.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the one-year lease of classroom space with the OUSD for the period of July 1, 2010 through June 30, 2011 as presented.

Fiscal Impact:	\$12.97 per classroom hour/year	Board Date: September 13, 2010
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

ORANGE UNIFIED SCHOOL DISTRICT

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AGREEMENT

This lease between Orange Unified School District ("DISTRICT") and Rancho Santiago Community College District ("TENANT") is entered into this First (1st) day of July, 2010.

1. DISTRICT leases to TENANT certain vacant classrooms ("CLASSROOMS") at DISTRICT school sites.
2. The term of this lease will begin on July 1, 2010, and terminate on June 30, 2011.
3. Either party may terminate this lease without penalty. Termination notice will be provided in writing prior to the beginning date of fall, or spring semester. Such notice will provide no less than six (6) months to vacate the premises.
4. TENANT agrees to pay DISTRICT the following amounts per hour of classroom use:

July 1, 2010 to June 30, 2011 - \$12.97 per classroom hour
5. TENANT shall not make any alterations to the CLASSROOMS or any other facility, which TENANT is authorized to use, without DISTRICT'S written consent.
6. TENANT shall, during the term of this Lease, keep in good order, condition, and repair, all leased CLASSROOMS. TENANT shall also pay DISTRICT for all repairs necessitated by TENANT or TENANT'S invitees' damage to the leased CLASSROOMS.

TENANT shall, during the term of this Lease, keep the interior of the CLASSROOMS in good order, condition and repair, as well as all other school facilities, which TENANT is authorized to use, pursuant, to this lease.

If TENANT fails to perform its obligations under this section, DISTRICT may at its option, after ten (10) days written notice to TENANT, enter upon the premises and put the same in good order, condition and repair and the cost thereof shall become due and payable, as additional rent by TENANT, to the DISTRICT upon demand.

DISTRICT shall, at its cost and expense, provide all janitorial supplies and services to the leased CLASSROOMS and facilities which TENANT is authorized to use as well as all common areas, which shall include but not be limited to, the replacement of restroom supplies, light bulbs, and fluorescent tubes.

7. TENANT agrees, at its own cost and expense, to maintain in full force during the term of this Lease, full comprehensive public liability, insuring against claims for injuries to persons or property occurring in, upon or about the leased CLASSROOMS and other facilities, which TENANT is authorized to use. Said liability policy shall have limits of not less than One Million Dollars (\$1,000,000.00) for injuries to person or persons and property damage. TENANT'S insurance company shall supply

5.18 (2)

DISTRICT with a Certificate of Insurance of such liability policy, and it agrees to provide an endorsement to such comprehensive liability showing DISTRICT as an additional insured with respect to claims arising out of TENANT'S occupancy and use of the leased CLASSROOMS and other facilities which TENANT is authorized to use. The Certificate shall provide that said insurance shall not be terminated without thirty (30) days written notice to DISTRICT, and notice of renewal of said policy shall be furnished to DISTRICT at least thirty (30) days prior to expiration date of the policy. Said insurance may be subject to such deductible or self-insured retention as is maintained on TENANT'S regular insurance program.

8. DISTRICT shall use its best efforts to furnish to the CLASSROOMS and facilities, which TENANT is authorized to use, reasonable quantities of gas, water, electricity heat/air-conditioning as is currently present and required for the TENANT'S use and to provide the necessary disposal service.
9. TENANT shall not serve as the DISTRICT'S agent with regard to the sub-lease of any additional space at the SCHOOL site.
10. All notices pursuant to this lease shall be addressed as set forth below, or as either party may hereinafter designate by written notice, and may be sent through the United States mail to:

DISTRICT: Orange Unified School District
Deputy Superintendent
1401 N. Handy Street
Orange, CA 92687

TENANT: Rancho Santiago Community College District
Vice Chancellor, Business Operations/Fiscal Services
2323 N. Broadway
Santa Ana, CA 92706-1640

11. TENANT agrees that the leased CLASSROOMS will be used solely for educational purposes.
12. TENANT agrees that no improvements shall be erected, placed upon, operated, or maintained on the leased CLASSROOMS or other facilities, which TENANT is authorized to use, without prior consent of DISTRICT, nor shall any business be conducted or carried on in violation of any regulations, order, law, statute, or ordinance of any governmental agency having jurisdiction.
13. TENANT agrees that no part of the leased CLASSROOMS will be sub-leased without prior written consent of DISTRICT'S Board of Education.
14. TENANT agrees that the grounds will not be used for storage or warehousing of materials, for storage of buses or other vehicles for major maintenance, repair or overhauling of vehicles.

15. TENANT agrees that it is TENANT'S sole responsibility to assure that TENANT'S use of the CLASSROOMS and facilities is in accordance with all applicable statutes and ordinances and it is TENANT'S responsibility to secure all necessary permits from the County of Orange or the State of California permitting TENANT'S use of said CLASSROOMS.
16. In the event of any breach of this Lease by TENANT, DISTRICT shall notify TENANT in writing of such breach, and TENANT shall have thirty (30) days in which to cure said breach. DISTRICT may, but shall not be required to, terminate such lease if the breach is not cured.
17. If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provision hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.
18. The failure of either party to insist upon strict performance of any of the terms, conditions, or covenants in this Lease shall not be deemed a waiver of any right or remedy that either party may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, or covenants herein contained.
19. In the event of partial destruction of, or damage to leased CLASSROOMS, or the leased CLASSROOMS being declared unsafe or unfit for occupancy by a public authority authorized to make such a declaration, for any reason other than TENANT'S act, use or occupation, except as otherwise provided; DISTRICT shall have the option either to terminate said Lease, or as soon as practicable, to make such repairs as are necessary to restore the leased CLASSROOMS to the condition which existed prior to the destruction or damage and/or make such repairs as are necessary to make the leased CLASSROOMS safe and fit for occupancy. TENANT shall however, be entitled to a reduction of rent during the periods its use and occupancy of the CLASSROOMS are adversely affected by reason of destruction, damage, restoration, and/or subsequent repair required thereby. Such reduction shall be proportionate to the interference with TENANT'S ordinary use of the CLASSROOMS.
20. DISTRICT shall have the right at all reasonable times to inspect the leased CLASSROOMS to determine if TENANT is in compliance with the provisions of this Lease.
21. TENANT agrees to hold the DISTRICT harmless for the safeguarding of equipment left on DISTRICT premises by TENANT.
22. DISTRICT shall provide classrooms and all other related facilities which the TENANT is authorized to use that are in good order, condition, and repair, and suitable for TENANT'S purpose as provided for in the Lease. TENANT has inspected the CLASSROOMS, which are the subject of this Lease, and agree that, as of the date of execution of this Lease, they are acceptable.

5.18 (4)

23. This Lease is entered into pursuant to the authority of the Education Code of the State of California.
24. TENANT agrees that all use of the leased CLASSROOMS and facilities, which TENANT is authorized to use, shall be conducted in a manner which is compatible with the surrounding area and not carried on in violation of any regulation, statute, or ordinance of any governmental agency having jurisdiction.
25. This Lease constitutes the entire agreement between TENANT and DISTRICT, and any modifications must be in the form of a written amendment. This lease is executed in duplicate original.

ORANGE UNIFIED SCHOOL DISTRICT

By: _____
Michael L. Christensen

Title: Deputy Superintendent Date: _____

OUSD BOARD APPROVED: July 29, 2010

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

Title: _____

RSCCD BOARD APPROVED: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: September 13, 2010
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs for FY 2010/2011 have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>1. Business Entrepreneurship Center (BEC) - HUB (District)</p> <p>Grant award from the California Community Colleges Chancellor's Office to expand the capacity of the BEC initiative network through advocacy and marketing, fostering strategic collaborations and partnerships among college, businesses, industry and government, and serving as a resource center for best practices, grant information, and curriculum for colleges. (10/11)</p>	7/14/10	\$100,000
<p>2. College Assistance Migrant Program (CAMP) – Year 4 (SCC)</p> <p>Fourth year of a five-year grant from the U. S. Department of Education to assist migrant students to complete their first academic year of college and to continue in postsecondary education. (10/11)</p>	8/15/10	\$425,000
<p>3. NSF Teachers Assisting Students to Excel in Mathematics (TASEL-M) – Year 2 (SAC)</p> <p>Sub-award from the second year of a three-year grant to California State University-Fullerton from the National Science Foundation that includes Santa Ana college as collaborative partner for a program to help design remedial mathematics courses and provide faculty development on new pedagogical best practices. (10/11)</p>	9/1/10	\$15,902
<p>4. NSF TEST:UP – Year 3 (SAC)</p> <p>Sub-award of a third year of a five-year grant to California University-Fullerton from the National Science Foundation that includes Santa Ana College and Mt. San Antonio College for a collaborative program with the ultimate goal of increasing the numbers of transfers and graduates in science, technology, engineering and math (STEM) programs. (10/11)</p>	7/1/10	\$163,390

Fiscal Impact: \$1,087,624	Board Date: September 13, 2010
Item Prepared by: Sarah Santoyo, Director of Grants/Resource Development	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Dr. Raúl Rodríguez, Chancellor	

5. Project ASPEN (After School Program Educational Network)
(SAC & SCC)

Sub-award from a grant to California State University Fullerton from the David and Lucille Packard Foundation to collaborate on a project to create a well-defined career pathway for after-school staff members to pursue their education at community colleges, the four-year university, and through a credential program. (10/11)

8/1/10 \$40,000

SAC - \$20,000

SCC - \$20,000

6. Talent Search – Year 2 (SAC)

Second year in a five-year grant from the U. S. Department of Education to increase retention, graduation, and college-going rates of Santa Ana's 8th-12th grade students. (10/11)

9/1/10 \$320,832

7. Youth Empowerment Strategies for Success – Independent Living Program (YESS – ILP) (SAC)

Grant award from the Foundation for California Community Colleges to help foster youth successfully transition into adulthood. SAC will provide curricula, assessment, and financial literacy and life skills training for foster youth and youth on probation between the ages of 16 through 21. (10/11)

7/1/10 \$22,500

RECOMMENDATION

It is recommended that these items be approved and that the Vice Chancellor, Business Operations/Fiscal Services, or his designee, be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$1,087,624

Board Date: September 13, 2010

Item Prepared by: Sarah Santoyo, Director of Grants/Resource Development

Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services

Item Recommended by: Dr. Raúl Rodríguez, Chancellor

SPECIAL PROJECT DETAILED BUDGET #226x
NAME: Business Entrepreneurship Centers (BEC) HUB
FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/14/10 - 6/30/11
 CONTRACT INCOME: \$100,000
 Grant Agreement #: 10-315

PROJ. ADM. Enrique Perez
 PROJ. DIR. Michael Roessler
 Date: 9/3/10

Account String	Description	Debit	Credit
12-226x-000000-50000-8659	Other Reimb Categorical Allow : District Operations		100,000
12-226x-672000-50000-5865	Indirect Costs : District Operations (4%)	3,846	
12-226x-675000-53365-5210	Conference Expenses	10,000	
12-226x-684000-53365-2130	Classified Employees	25,729	
12-226x-684000-53365-2310	Classified Employees - Ongoing	-	
12-226x-684000-53365-2320	Classified Employees - Hourly	-	
12-226x-684000-53365-3215	PERS - Non-Instructional	2,755	
12-226x-684000-53365-3315	OASDHI - Non-Instructional	1,595	
12-226x-684000-53365-3325	Medicare - Non-Instructional	373	
12-226x-684000-53365-3335	PARS - Non-Instructional	-	
12-226x-684000-53365-3415	H & W - Non-Instructional	3,568	
12-226x-684000-53365-3435	H & W - Retiree Fund Non-Inst	257	
12-226x-684000-53365-3515	SUI - Non-Instructional	185	
12-226x-684000-53365-3615	WCI - Non-Instructional	566	
12-226x-684000-53365-3915	Other Benefits - Non-Instruct	625	
12-226x-684000-53365-4610	Non-Instructional Supplies	5,000	
12-226x-684000-53365-5100	Contracted Services	40,000	
12-226x-684000-53365-5925	Postage	500	
12-226x-684000-53365-5940	Reproduction/Printing Expense	5,000	
	Total - Funded	100,000	100,000

SPECIAL PROJECT DETAILED BUDGET # 1508

NAME: CAMP (College Assistance Migrant Program) - Santiago Canyon College (Yr. 4)

FISCAL YEAR: 2010/11 & 2011/12

CONTRACT PERIOD: 8/15/10 to 8/14/11

PROJ. ADM. John Hernandez

CONTRACT INCOME: \$425,000

PROJ. DIR. Anna Catalan

CFDA #: 84.149A; Award # S149A070022-08

Date: 9/3/10

GL Account	Description	Debit	Credit
12-1208-000000-50000-8199	Other Federal Revenues : District Operations		26,741
12-1208-672000-50000-5865	Indirect Costs : District Operations	26,741	
12-1208-000000-20000-8199	Other Federal Revenues : Santiago Canyon College		398,259
12-1208-631000-29325-1430	Part-Time Counselors : Counseling	37,814	
12-1208-631000-29325-3115	STRS - Non-Instructional : Counseling	3,120	
12-1208-631000-29325-3325	Medicare - Non-Instructional : Counseling	548	
12-1208-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	378	
12-1208-631000-29325-3515	SUI - Non-Instructional : Counseling	272	
12-1208-631000-29325-3615	WCI - Non-Instructional : Counseling	907	
12-1208-649000-29905-2110	Classified Management : Student Development Office	75,756	
12-1208-649000-29905-2130	Classified Employees : Student Development Office	80,760	
12-1208-649000-29905-2340	Student Assistants - Hourly : Student Development Office	31,864	
12-1208-649000-29905-3215	PERS - Non-Instructional : Student Development Office	16,758	
12-1208-649000-29905-3315	OASDHI - Non-Instructional : Student Development Office	9,987	
12-1208-649000-29905-3325	Medicare - Non-Instructional : Student Development Office	2,336	
12-1208-649000-29905-3415	H & W - Non-Instructional : Student Development Office	19,886	
12-1208-649000-29905-3435	H & W - Retiree Fund Non-Inst : Student Development Office	1,930	
12-1208-649000-29905-3515	SUI - Non-Instructional : Student Development Office	1,275	
12-1208-649000-29905-3615	WCI - Non-Instructional : Student Development Office	4,631	
12-1208-649000-29905-3915	Other Benefits - Non-Instruct : Student Development Office	4,568	
12-1208-649000-29905-4310	Instructional Supplies : Student Development Office	4,340	
12-1208-649000-29905-4610	Non-Instructional Supplies : Student Development Office - Office Supplies (\$4,500) - Recruitment materials (\$4,340)	8,884	
12-1208-649000-29905-5220	Mileage/Parking Expenses : Student Development Office - Recruitment Activities	6,600	
12-1208-649000-29905-5925	Postage : Student Development Office	500	
12-1208-675000-29905-5210	Conference Expenses : Student Development Office	21,145	
12-1208-732000-29905-7610	Books Paid for Students : Student Development Office	16,000	
12-1208-732000-29905-7670	Other Exp Paid for Students : Student Development Office	48,000	
Totals for PROJECT: 1208		425,000	425,000

SPECIAL PROJECT DETAILED BUDGET # 1606

NAME: NSF - Teachers Assisting Students to Excel in Mathematics (TASEL-M) 2

FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 9/1/10 - 8/31/11

PROJ. ADM. Carol Comeau

CONTRACT INCOME: \$9,397 (Carryover from 09/10)

PROJ. DIR. Carol Comeau

\$15,902 Year 2 Allocation

\$25,299 TOTAL

CFDA #: 47.082; Award No. DUE-0929076

Date: 9/2/10

Subaward No. S-4707-SACC

GL Account	Description	Revising Budget	
		Debit	Credit
12-1606-000000-10000-8199	Other Federal Revenues : Santa Ana College		19,460
12-1606-000000-50000-8199	Other Federal Revenues : District Operation		5,839
	Part-Time Instructors : Math		
12-1608-170100-16201-1310	- backfill for Maryanne Anthony	17,097	
12-1606-170100-16201-3111	STRS - Instructional : Math	1,411	
12-1606-170100-16201-3321	Medicare - Instructional :	248	
12-1606-170100-16201-3431	H & W - Retiree Fund Inst :	171	
12-1606-170100-16201-3511	SUI - Instructional : Mathe	123	
12-1606-170100-16201-3611	WCI - Instructional : Mathe	410	
12-1606-672000-50000-5865	Indirect Costs : District O	5,839	
Totals for PROJECT: 1606	NSF - TASEL - M	25,299	25,299

SPECIAL PROJECT DETAILED BUDGET #1603

NAME: NSF TEST:UP Year 3

FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 - 6/30/11

PROJ. ADM. Carol Comeau

CONTRACT INCOME: \$9,213 (Carryover from 09/10)

PROJ. DIR.

\$163,390 (Year 3 Allocations)

\$172,603 TOTAL

CFDA #: 47.076 ; Award # DUE-0757113

Date: 9/3/10

(subaward # S-4388-SAC)

GL Account		Revising Budget	
		Debit	Credit
12-1603-00000-10000-8199	Other Federal Revenues : Sa		135,751
12-1603-00000-50000-8199	Other Federal Revenues : Di		27,639
12-1603-00009-10000-8199	Other Federal Revenues : Sa		8,253
12-1603-00009-50000-8199	Other Federal Revenues : Di		960
12-1603-040100-16410-1310	Part-Time Instructors : Biology	30,300	
12-1603-040100-16410-1483	Beyond Contr - Reassigned Time : Biology	11,426	
12-1603-040100-16410-2320	Classified Employees - Hourly : Biology	1,000	
12-1603-040100-16410-2350	Overtime - Classified Employee : Biology	1,000	
12-1603-040100-16410-2420	Inst Assistant - Hourly : B	24,748	
12-1603-040100-16410-3111	STRS - Instructional : Biology	2,256	
12-1603-040100-16410-3115	STRS - Non-Instructional : Biology	943	
12-1603-040100-16410-3215	PERS - Non-Instructional : Biology	214	
12-1603-040100-16410-3315	OASDHI - Non-Instructional : Biology	124	
12-1603-040100-16410-3321	Medicare - Instructional : Biology	439	
12-1603-040100-16410-3325	Medicare - Non-Instructional : Biology	195	
12-1603-040100-16410-3431	H & W - Retiree Fund Inst : Biology	303	
12-1603-040100-16410-3435	H & W - Retiree Fund Non-Inst : Biology	382	
12-1603-040100-16410-3511	SUI - Instructional : Biology	218	
12-1603-040100-16410-3515	SUI - Non-Instructional : Biology	97	
12-1603-040100-16410-3611	WCI - Instructional : Biology	727	
12-1603-040100-16410-3615	WCI - Non-Instructional : Biology	916	
12-1603-040100-16410-4310	Instructional Supplies : Biology	3,000	
12-1603-040100-16410-4610	Non-Instructional Supplies : Biology	1,750	
12-1603-040100-16410-4710	Food and Food Service Supplies : Biology	300	
12-1603-040100-16410-5940	Reproduction/Printing Expenses : Biology	1,000	
12-1603-090100-15150-1483	Beyond Contr - Reassigned Time : Engineering	1,078	
12-1603-090100-15150-3115	STRS - Non-Instructional : Engineering	89	
12-1603-090100-15150-3325	Medicare - Non-Instructional : Engineering	16	
12-1603-090100-15150-3435	H & W - Retiree Fund Non-Inst : Engineering	11	
12-1603-090100-15150-3515	SUI - Non-Instructional : Engineering	8	
12-1603-090100-15150-3615	WCI - Non-Instructional : Engineering	26	
12-1603-170100-16201-1483	Beyond Contr - Reassigned Time : Mathematics	1,078	
12-1603-170100-16201-3115	STRS - Non-Instructional : Mathematics	89	
12-1603-170100-16201-3325	Medicare - Non-Instructional : Mathematics	19	
12-1603-170100-16201-3435	H & W - Retiree Fund Non-Inst : Mathematics	11	
12-1603-170100-16201-3515	SUI - Non-Instructional : Mathematics	8	
12-1603-170100-16201-3615	WCI - Non-Instructional : Mathematics	26	
12-1603-190500-16420-1483	Beyond Contr - Reassigned Time : Chemistry	1,078	
12-1603-190500-16420-3115	STRS - Non-Instructional : Chemistry	89	
12-1603-190500-16420-3325	Medicare - Non-Instructional : Chemistry	19	

SPECIAL PROJECT DETAILED BUDGET #1603

NAME: NSF TEST:UP Year 3

FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 - 6/30/11

PROJ. ADM. Carol Comeau

CONTRACT INCOME: \$9,213 (Carryover from 09/10)

PROJ. DIR.

\$163,390 (Year 3 Allocations)

\$172,603 TOTAL

CFDA #: 47.076 ; Award # DUE-0757113

Date: 9/3/10

(subaward # S-4388-SAC)

GL Account		Revising Budget	
		Debit	Credit
12-1603-190500-16420-3435	H & W - Retiree Fund Non-Inst : Chemistry	11	
12-1603-190500-16420-3515	SUI - Non-Instructional : Chemistry	8	
12-1603-190500-16420-3615	WCI - Non-Instructional : Chemistry	26	
12-1603-611000-16410-1480	Part-Time Reassigned Time : Biology	3,080	
12-1603-611000-16410-3325	Medicare - Non-Instructional : Biology	45	
12-1603-611000-16410-3335	PARS - Non-Instructional : Biology	40	
12-1603-611000-16410-3435	H & W - Retiree Fund Non-Inst : Biology	31	
12-1603-611000-16410-3515	SUI - Non-Instructional : Biology	22	
12-1603-611000-16410-3615	WCI - Non-Instructional : Biology	68	
12-1603-611000-16410-4320	Instructional Software : Biology	2,200	
12-1603-611000-16410-6411	Equipment - Federal Progs >200 : Biology	9,870	
12-1603-631000-15310-1430	Part-Time Counselors : Counseling	23,739	
12-1603-631000-15310-3115	STRS - Non-Instructional : Counseling	1,959	
12-1603-631000-15310-3325	Medicare - Non-Instructional : Counseling	344	
12-1603-631000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	237	
12-1603-631000-15310-3515	SUI - Non-Instructional : Counseling	171	
12-1603-631000-15310-3615	WCI - Non-Instructional : Counseling	570	
12-1603-672000-50000-5865	Indirect Costs : District Operations	28,599	
12-1603-675000-16410-5210	Conference Expenses : Biology	6,400	
12-1603-732000-16410-7610	Books Paid for Students : Biology	6,000	
12-1603-732000-16410-7620	Fees Paid for Students : Biology	4,200	
Totals for PROJECT: 1603:	NSF - TEST:UP	172,603	172,603

SPECIAL PROJECT DETAILED SPREADSHEET #3xxx
NAME: Project ASPEN (After School Program Educational Network) (SAC & SCC)
FISCAL YEAR: 2010/2011

CONTRACT TERM: 8/1/10 - 6/30/11
 CONTRCT AMOUNT: \$40,000

PROJ ADM: R. Babeshoff/M. Bryant
 PROJ DIR: J. Perry/ S. Bautista
 DATE: 9/3/10

Account String	Description	Debit	Credit
12-3xxx-000000-10000-8891	Other Local Revenue - Special Projects		20,000
12-3xxx-000000-20000-8891	Other Local Revenue - Special Projects		20,000
SAC			
12-3xxx-649000-15330-1483	Beyond Contract - Reassigned Time	15,845	
12-3xxx-649000-15330-1484	Int/Sum Beyond Contract - Reassigned Time	0	
12-3xxx-649000-15330-3115	STRS - Non-Instructional	1,304	
12-3xxx-649000-15330-3325	Medicare - Non-Instructional	230	
12-3xxx-649000-15330-3435	H & W Ret Fnd - Non-Instructional	158	
12-3xxx-649000-15330-3515	SUI - Non-Instructional	114	
12-3xxx-649000-15330-3615	WCI - Non-Instructional	349	
12-3xxx-649000-15330-4610	Supplies - Non-Instructional	500	
12-3xxx-649000-15330-5220	Mileage	500	
12-3xxx-675000-15330-5210	Conferences	1,000	
SCC			
12-3xxx-631000-29325-1483	Beyond Contract - Reassigned Time	15,845	
12-3xxx-631000-29325-1484	Int/Sum Beyond Contract - Reassigned Time	0	
12-3xxx-631000-29325-3115	STRS - Non-Instructional	1,304	
12-3xxx-631000-29325-3325	Medicare - Non-Instructional	230	
12-3xxx-631000-29325-3435	H & W Ret Fnd - Non-Instructional	158	
12-3xxx-631000-29325-3515	SUI - Non-Instructional	114	
12-3xxx-631000-29325-3615	WCI - Non-Instructional	349	
12-3xxx-631000-29325-4610	Supplies - Non-Instructional	500	
12-3xxx-631000-29325-5220	Mileage	500	
12-3xxx-675000-29325-5210	Conferences	1,000	
TOTAL PROJECT BUDGET		40,000	40,000

SPECIAL PROJECT DETAILED BUDGET # 1696

NAME: Talent Search - Year 2

FISCAL YEAR: 2010/11 & 2011/12

CONTRACT PERIOD: 9/1/10 to 8/31/11
 CONTRACT INCOME: \$320,832
 CFDA #: 84.044A; Award # P044A090630

PROJ. ADM. Lilia Tanakeyowma
 PROJ. DIR. Marco Ramirez

Date: 7/6/10

GL Account	Description	Debit	Credit
12-1696-000000-50000-8120	Higher Education Act : District Operations		23,765
12-1696-672000-50000-5865	Indirect Costs : District Operations	23,765	
12-1696-000000-10000-8120	Higher Education Act : Santa Ana College		297,067
12-1696-499900-19565-4310	Instructional Supplies : Talent Search	-	
12-1696-649000-19565-1250	Contract Coordinator : Talent Search	85,069	
12-1696-649000-19565-1252	Contract Extension-Coordinator : Talent Search	12,611	
12-1696-649000-19565-2130	Classified Employees : Talent Search	64,134	
12-1696-649000-19565-2310	Classified Employees - Ongoing : Talent Search	15,786	
12-1696-649000-19565-2320	Classified Employees - Hourly : Talent Search	35,313	
12-1696-649000-19565-3115	STRS - Non-Instructional : Talent Search	8,162	
12-1696-649000-19565-3215	PERS - Non-Instructional : Talent Search	10,096	
12-1696-649000-19565-3315	OASDHI - Non-Instructional : Talent Search	5,930	
12-1696-649000-19565-3325	Medicare - Non-Instructional : Talent Search	3,125	
12-1696-649000-19565-3335	PARS - Non-Instructional : Talent Search	272	
12-1696-649000-19565-3415	H & W - Non-Instructional : Talent Search	35,677	
12-1696-649000-19565-3435	H & W - Retiree Fund Non-Inst : Talent Search	2,155	
12-1696-649000-19565-3515	SUI - Non-Instructional : Talent Search	1,552	
12-1696-649000-19565-3615	WCI - Non-Instructional : Talent Search	4,741	
12-1696-649000-19565-3915	Other Benefits - Non-Instruct : Talent Search	2,600	
12-1696-649000-19565-4210	Books, Mags & Ref Mat, Non-Lib : Talent Search	-	
12-1696-649000-19565-4310	Instructional Supplies : Talent Search	-	
12-1696-649000-19565-4610	Non-Instructional Supplies : Talent Search	500	
12-1696-649000-19565-4710	Food and Food Service Supplies : Talent Search	2,000	
12-1696-649000-19565-5100	Contracted Services : Talent Search	-	
12-1696-649000-19565-5220	Mileage/Parking Expenses : Talent Search	100	
12-1696-649000-19565-5630	Maint Contract - Office Equip : Talent Search	-	
12-1696-649000-19565-5660	Software Support Service : Talent Search	-	
12-1696-649000-19565-5805	Awards & Incentives : Talent Search	100	
12-1696-649000-19565-5880	Internet Services : Talent Search	100	
12-1696-649000-19565-5904	Other Participant Prog Svc/Exp : Talent Search	-	
12-1696-649000-19565-5905	Other Participant Travel Exp : Talent Search	-	
12-1696-649000-19565-5940	Reproduction/Printing Expenses : Talent Search	200	
12-1696-649000-19565-5950	Software License and Fees : Talent Search	-	
12-1696-649000-19565-5960	Teleconference : Talent Search	-	
12-1696-649000-19565-5966	Transportation - Student : Talent Search	3,000	
12-1696-649000-19565-6411	Equipment - Federal Progs >200 : Talent Search	644	

SPECIAL PROJECT DETAILED BUDGET # 1696

NAME: Talent Search - Year 2

FISCAL YEAR: 2010/11 & 2011/12

CONTRACT PERIOD: 9/1/10 to 8/31/11
CONTRACT INCOME: \$320,832
CFDA #: 84.044A; Award # P044A090630

PROJ. ADM. Lilla Tanakeyowma
PROJ. DIR. Marco Ramirez

Date: 7/6/10

GL Account	Description	Debit	Credit
12-1696-649000-19565-6414	Equipment - Software > \$1,000 : Talent Search	-	
12-1696-675000-19565-5210	Conference Expenses : Talent Search	2,000	
12-1696-732000-19565-7620	Fees Paid for Students : Talent Search	1,200	
12-1696-732000-19565-7630	Supplies Paid for Students : Talent Search	-	
12-1696-732000-19565-7670	Other Exp Paid for Students : Talent Search	-	
Totals for PROJECT; 1696	Talent Search - Year 2	320,832	320,832

SPECIAL PROJECT DETAILED BUDGET # 2600

NAME: Youth Empowerment Strategies for Success - Independent Living Program (YESS-ILP)
FISCAL YEAR: 2010/2011

CONTRACT PERIOD: 7/1/10 - 6/30/11
 CONTRACT INCOME: \$22,500

PROJ ADMIN: A. KAMIMURA
 PROJ DIR: C. SHAFFER
 DATE: 8/24/10

GL Account	Description	Revising Budget	
		Debit	Credit
12-2600-000000-10000-8699	Other Misc State Revenue :		22,500
12-2600-631000-19310-1230	Contract Counselors : Foster Youth	10,603	
12-2600-631000-19310-3115	STRS - Non-Instructional : Foster Youth	886	
12-2600-631000-19310-3215	PERS - Non-Instructional : Foster Youth	-	
12-2600-631000-19310-3325	Medicare - Non-Instructional : Foster Youth	156	
12-2600-631000-19310-3415	H & W - Non-Instructional : Foster Youth	513	
12-2600-631000-19310-3435	H & W - Retiree Fund Non-Inst : Foster Youth	107	
12-2600-631000-19310-3515	SUI - Non-Instructional : Foster Youth	77	
12-2600-631000-19310-3615	WCI - Non-Instructional : Foster Youth	236	
12-2600-631000-19310-3915	Other Benefits - Non-Instruct : Foster Youth	138	
12-2600-649000-19310-4310	Instructional Supplies : Foster Youth	-	
12-2600-649000-19310-4610	Non-Instructional Supplies : Foster Youth	594	
12-2600-649000-19310-4710	Food and Food Service Supplies : Foster Youth	640	
12-2600-675000-19310-5210	Conference Expenses : Foster Youth	1,200	
12-2600-732000-19310-7620	Fees Paid for Students : Foster Youth	-	
12-2600-732000-19310-7670	Other Exp Paid for Students	7,350	
Totals for PROJECT: 2600	YESS - ILF	22,500	22,500

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Educational Services**

To:	Board of Trustees	Date: September 13, 2010
Re:	Adoption of Resolution No. 10-20 – California Department of Education (CRPM-0080)	
Action:	Request for Adoption	

BACKGROUND

Rancho Santiago Community College District received funding from the California Department of Education for the purpose of providing child care and development renovation and repair projects to maintain compliance with State health and safety requirements, to comply with the American with Disabilities Act (ADA), and/or to purchase or replace equipment necessary for the health and safety in accordance with the funding program terms and requirements for the period of July 1, 2010 through June 30, 2013.

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 with the California Department of Education that authorizes the Chancellor, or his designee, to sign the contract agreement and related documents for the 2010/2011 through 2012/2013 fiscal years.

Fiscal Impact: none	Board Date: September 13, 2010
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION

This resolution is adopted to certify the approval of the Board of Trustees to enter into this contract agreement with the California Department of Education for the purpose of providing child care and development renovation and repair projects and to authorize designated personnel to sign related contract agreements and amendments for fiscal years 2010/2011 through 2012/2013.

RESOLUTION NO. 10-20

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into contract agreement number CRPM-0080 with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents for the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodriguez</u>	<u>Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 13th day of September, 2010, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Phillip E. Yarbrough, Clerk of the Board of Trustees of Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To: Board of Trustees	Date: September 13, 2010
Re: First Reading of Accreditation Follow-up Report	
Action: Information	

BACKGROUND

On January 29, 2010, each college received notice from the Accrediting Commission for Community and Junior Colleges that its accreditation had been reaffirmed. The commission requested that each college submit a follow-up report by October 15, 2010 addressing the recommendation regarding district's planning and budgeting process.

ANALYSIS

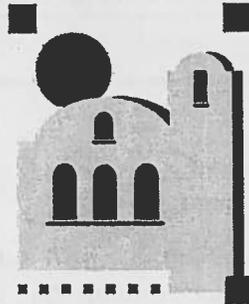
Following receipt of the commission's action, an oversight committee, comprised of representatives from both colleges and the district office, was formed to develop a plan of action and timeline to prepare the responses to the commission's recommendations. The draft response for each college has been reviewed by its constituent groups and is now presented to the Board of Trustees for first reading. These follow-up reports will be presented to the Board at the September 27, 2010 meeting and will be transmitted to the commission following board approval.

RECOMMENDATION

This material is presented as an Information Item for first reading by the Board.

Fiscal Impact: None	Board Date: September 13, 2010
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. Raul Rodriguez, Chancellor	

DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT DRAFT



**SANTA ANA
COLLEGE**

Santa Ana College

**Follow-Up Report
October 15, 2010**

Submitted by:

**Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706-3398
www.sac.edu**

To:

**The Accrediting Commission
for Community and Junior
Colleges of the Western
Association of Schools and Colleges**

ACKNOWLEDGMENTS

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RSCCD Board of Trustees

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Rancho Santiago Community College District

Raúl Rodríguez, Ph.D., Chancellor, Rancho Santiago Community College District
Edward Hernandez, Jr., Ed.D., Former Chancellor, Rancho Santiago Community College District
John Didion, Executive Vice Chancellor Human Resources/Educational Services
Peter Hardash, Vice Chancellor Business Operations & Fiscal Services
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Santa Ana College

Erlinda J. Martinez, Ed.D., President, Santa Ana College
Norm Fujimoto, Vice President Academic Affairs
Paul Foster, Vice President Fiscal/Administrative Services
Kennethia Vega, Assistant to the President

Santiago Canyon College

Juan Vázquez, President, Santiago Canyon College
Aracely Mora, Ed.D., Interim Vice President Academic Affairs; Accreditation Liaison Officer (as of July 1, 2010)
Steve Kawa, Vice President Administrative Services
John Weispenning, Ph.D., Dean of the Library and the Division of Arts, Humanities and Social Sciences

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STATEMENT OF REPORT PREPARATION

After the ACCJC Team Visit of October 20-23, 2008, Santa Ana College received an *Evaluation Report* dated November 26, 2008, inclusive of commendations and recommendations for the college. Succeeding that report, Santa Ana College was issued the official Commission disposition in a letter dated February 3, 2009: **Warning with a Follow-Up Report** due October 15, 2009. Four recommendations, one for the college and three for the district were addressed in the *Follow-Up Report*, which was followed by a two-member team visit on November 17, 2009. On January 6-8, 2010, the Commission took the following action for Santa Ana College: "...to accept the report, remove **Warning**, and reaffirm accreditation, with a requirement that Santa Ana College complete a Follow-Up Report" by October 15, 2010 addressing *District Recommendation 1*, related to integrated planning processes and budget. The *Midterm Report*, due October 2011, is to address all seven recommendations of the 2008 ACCJC *Evaluation Report*, three for the college, four for the district.

Since the Rancho Santiago Community College District is a two-college district, the sister institution of Santa Ana College, Santiago Canyon College, also underwent an ACCJC site visit October 20-23, 2008. Santiago Canyon College was also issued: **Warning with a Follow-Up Report** due October 15, 2009. Four recommendations, one for the college and three for the district, were also addressed in the Santiago Canyon College *Follow-Up Report*. At the January 6-8, 2010 meeting of the Commission, SCC received the same disposition and requirement to address a parallel, but not identical, recommendation, *District Recommendation 3*, related to integrated planning and budget processes, in a *Follow-Up Report* also due October 15, 2010. As a result, each college immediately began to consult with the other, and the District Budget Allocation and Planning Review Committee (BAPR), which has membership from both colleges as well as the district, was designated to play a role in addressing the district recommendations issued to both colleges.

On February 1, 2010, the Board of Trustees held a Planning Retreat, during which their Vision Statement and annual goals were reviewed. At this meeting, the Executive Vice Chancellor of Human Resources & Educational Services, John Didion, made a presentation and announced the action taken by the Commission and the updated accreditation status of Santa Ana College and Santiago Canyon College. After the meeting, Mr. Didion and Dr. Jaros, Accreditation Chair/ALO for Santa Ana College, met to discuss a formal process for addressing the recommendations of the Commission. A meeting was designated for February 18, 2010. Chancellor Edward Hernandez, Jr.* was in accord, and an Oversight Committee was formed for the pending meeting.

- Please note that Chancellor Edward Hernandez, Jr., Ed.D. was fully integrated into the process of the *Follow-Up Reports* for Santa Ana College and Santiago Canyon College up to the date of his retirement, June 30, 2010. Chancellor Raúl Rodríguez, Ph.D. commenced his tenure as chancellor on August 9, 2010.

At the February 18, 2010 meeting of the Oversight Committee, it was recommended that the process of collecting documentation and writing the *Follow-Up Reports* be as follows:

- A. An Oversight Committee** will make sure timelines are followed, documents are collected and all stakeholders are well informed of processes and outcomes. Members of the Oversight Committee will attend BAPR, which will have an ongoing *Accreditation Report* on the agenda. In addition, the Oversight Committee will be a consensus group.

Membership of the Oversight Committee:

Bonita N. Jaros, Ph.D., Chair, Institutional Effectiveness & Assessment
Coordinator/Accreditation Chair; Accreditation Liaison Officer, SAC
John Zarske, Academic Senate President, SAC
Morrie Barembaum, Academic Senate President, SCC
Steve Kawa, Vice President Administrative Services, SCC
John Didion, Executive Vice Chancellor Human Resources & Educational
Services, RSCCD
Peter Hardash, Vice Chancellor Business Operations & Fiscal Services, RSCCD
Nga Pham, Director of Research, RSCCD

- B. The Budget Allocation and Planning Review Committee (BAPR)** will serve as the participatory governance committee which will provide information related to budget and planning for the RSCCD.

Membership of the Budget Allocation and Planning Review Committee:

District:

Peter Hardash, Co-Chair BAPR, Vice Chancellor, Business Operations & Fiscal
Services
Noemi Kanouse, Assistant Vice Chancellor, Fiscal Services
John Didion, Executive Vice Chancellor, Human Resources & Educational
Services
Sylvia LeTourneau, Assistant Vice Chancellor, ITS
Marti Reiter, President CSEA
Nga Pham, Director of Research
*Thao Nguyen, Budget Analyst
*Linda Melendez, Assistant to the Vice Chancellor, Business Operations & Fiscal
Services
*Gina Huegli, Budget Analyst

* Support Staff—non-voting

Santa Ana College:

Erlinda J. Martinez, Ed.D., President
Norman Fujimoto, Vice President, Academic Affairs

Paul Foster, Vice President, Fiscal & Administrative Services
Raymond Hicks, Past-President Academic Senate; Faculty Co-Chair Facilities Committee
Jeff McMillan, Ph.D., Faculty Co-Chair Planning and Budget Committee
Esmeralda Abejar, Accountant
Ed Ripley, Vice President, School of Continuing Education (Alternate)
Bonita N. Jaros, Ph.D., IE&A Coordinator/Accreditation Chair/Accreditation Liaison Officer (Alternate)

Santiago Canyon College:

Juan Vázquez, President
Steve Kawa, Vice President, Administrative Services
Morrie Barembaum, Co-Chair BAPR, Academic Senate President
Raul González del Rfo, Accountant
José Vargas, Vice President, School of Continuing Education
John Hernández, (Alternate for Mr. Vargas), Vice President, Student Services
John Smith, Faculty, Treasurer FARSCCD
Jared Kubicka-Miller, Faculty (Alternate for Mr. Smith)

- C. The Budget Allocation and Planning Review Committee Workgroup will review the Budget Allocation Model and report regularly to BAPR.**

Membership of the Budget Allocation and Planning Review Committee Workgroup:

Peter Hardash, Chair, Vice Chancellor, Business Operations & Fiscal Services, RSCCD
Paul Foster, Vice President Fiscal & Administrative Services, SAC
Gina Huegli, Budget Analyst, RSCCD
Noemi Kanouse, Assistant Vice Chancellor, Fiscal Services, RSCCD
Steve Kawa, Vice President, Administrative Services, SCC
Jeff McMillan, Ph.D., Faculty Co-Chair Planning and Budget Committee, SAC
Thao Nguyen, Budget Analyst, RSCCD
Nga Pham, Director of Research, RSCCD
Ed Ripley, Vice President, School of Continuing Education, SAC
José Vargas, Vice President, School of Continuing Education, SCC

The writing team will consist of Bonita N. Jaros (lead person for SAC), Steve Kawa (lead person for SCC), and John Didion (district resource). Dr. Jaros will serve as overall evidentiary document collector; Dr. Jaros will serve as chair of the Oversight Committee and keep all agendas and minutes.

As the committees met, the chancellor, the college presidents, the Academic Senate presidents and/or the chair of the SAC Accreditation Committee presented regular reports at each Board of Trustees meeting.

A timeline was established for the processes; this Board of Trustees timeline was presented to the Board of Trustees by the chancellor at the February 22, 2010 Board of Trustees meeting. As the committees continued their work, college-level progress was transmitted to SAC President's Cabinet, and the presidents of the colleges also made regular reports in Chancellor's Cabinet. The chancellor presented general updates to the Board of Trustees and presented taskforce recommendations.

As the responses to the recommendations were written and charts were created, Oversight Committee members were in regular communication. Dr. Jaros sent the minutes of the Oversight Committee meetings to the chancellor's office as well as to each college president, all members of the Oversight Committee, and the vice presidents of academic affairs at SAC and SCC.

Mr. Didion created an initial rough draft to the planning and budget alignment recommendation, based on the agreed-upon timelines. Dr. Jaros met regularly with President Martinez, as she utilized information from the initial draft, BAPR and BAPR Workgroup meetings, Board of Trustees meetings, and Oversight Committee meetings to create a more complete and tailored response for Santa Ana College. As there was administrative restructuring at SCC due to the retirement of the Vice President of Academic Affairs, on July 1, 2010, Dr. Jaros also worked directly on the SCC document with Dr. Aracely Mora, Interim Vice President Academic Affairs and ALO at SCC (as of July 1, 2010), and Dr. John Weispfenning, SCC Dean of the Library and the Division of Arts, Humanities & Social Sciences, who also participated in the process as of July 2010.

Dr. Jaros collected all evidentiary documents. All district documents were shared with Dr. Mora and Mr. Kawa for the Santiago Canyon College *Follow-Up Report*. When the reports were completed, Dr. Jaros edited the Santa Ana College *Follow-Up Report* draft in preparation for Board of Trustees approval.

The Santa Ana College President communicated broadly to the college community via a forum held by the chancellor and the president on May 27, 2010. The SAC President also sent out regular email communication, *Notes from the President*. The final draft version of the *Follow-Up Report* was posted on InsideSAC.net for the college community to review, and feedback was received by September 3, 2010. The Oversight Committee met for final review on August 31, 2010. It was approved by President's Cabinet and College Council on September 8, 2010. The document was then presented to BAPR for information and the chancellor for approval.

The *Follow-Up Report* was submitted to docket for Board of Trustees first reading on September 13, 2010. The Board of Trustees approved the *Follow-Up Reports* of Santa Ana College and Santiago Canyon College on September 27, 2010.

Respectfully Submitted,

Erlinda J. Martinez, Ed. D., President, Santa Ana College

RESPONSE TO ACCJC DISTRICT RECOMMENDATION 1 PLANNING & BUDGET INTEGRATION

The Team recommends that the district evaluate its planning processes, including the integration of technology, staffing and facilities master plans to ensure the budget is used as a planning tool to achieve its strategic goals. As part of this integration, the team recommends that the allocation model for resources be based on the plans, program reviews and the sustainability of the planning process and that outcomes from these activities be formally and broadly communicated to ensure quality. This requires that the District evaluate the outcomes of the budget process and use that data in subsequent budget development. (Standards I.A.1, I.A.3, I.B.4, I.B.6, II.A.1, II.A.2.f, III.D.1, III.D.2, III.D.3.a, IV.B.3.b)

I. Preparation and Coordination for *Follow-Up Report*:

The Accrediting Commission for Community and Junior Colleges, Western Association of Schools and Colleges, at its meeting of January 6-8, 2010, reviewed the *Follow-Up Report* submitted by Santa Ana College and the report of the evaluation team which visited Tuesday, November 17, 2009. The Commission took action to accept the report, remove Warning and reaffirm accreditation with the requirement that SAC complete a *Follow-Up Report* addressing District Recommendation 1, due October 15, 2010.

Following the receipt of the Commission's action, an Oversight Committee was formed to ensure that timelines for the development of the *Follow-Up Report* were followed and that all stakeholders were well informed of the processes and outcomes (DR1.1a Timelines; DR1.1b-DR1.8— Oversight Committee Minutes: February-July 2010). The Oversight Committee was comprised of individuals from Santa Ana College, Santiago Canyon College and the district who were directly involved in the development of the October 2009 *Follow-Up Report*: President of the SAC Academic Senate, John Zarske; SAC Accreditation Chair/Accreditation Liaison Officer, Bonita N. Jaros, Ph.D.; SCC Vice President of Administrative Services, Steve Kawa; President of the SCC Academic Senate, Morrie Barembaum; RSCCD Executive Vice Chancellor of Human Resources and Educational Services, John Didion; RSCCD Vice Chancellor of Business Operations & Fiscal Services, Peter Hardash; and RSCCD Director of Research, Nga Pham.

On February 18, 2010, the Oversight Committee held its first meeting and reviewed the Commission's request for a *Follow-Up Report* to address SAC District Recommendation 1 and SCC District Recommendation 3, related to planning and budget integration. A timeline was established for the activities that needed to be accomplished prior to the submission of the *Follow-Up Report* on October 15, 2010 by the Accreditation Chair/ALO of Santa Ana College (DR1.1a). It was apparent to the Oversight Committee that the continuing state budget crisis would delay the district's

adoption of a 2010-11 budget until mid-late September, or perhaps even October.* This would probably not allow the district to complete the 2010-11 budget process prior to the submission deadline for the *Follow-Up Report*. Consequently, the Oversight Committee structured its work plan and activities to focus on the development and Board of Trustees approval of the district's *2010-2011 Tentative Budget* on June 21, 2010 (DR1.9—Board of Trustees Minutes 06-21-10). In addition, at the first meeting, an analysis of each aspect of the **SAC District Recommendation 1** and **SCC District Recommendation 3**, which vary somewhat, was conducted, with a connection to the themes highlighted in the *Institutional Self Study for Reaffirmation of Accreditation*, October 2008: Dialogue; Institutional Commitments; Student Learning Outcomes; Evaluation, Planning and Improvement; Institutional Integrity; Organization. An outcomes model for evaluation, planning and improvement and institutional integrity would inform this work. Dialogue between and among the college and district participatory governance committees and District Council would also play a vital role. On February 24, 2010, the Budget Allocation and Planning Review Committee (BAPR) received a report from the Accreditation Oversight Committee and reviewed recommendations of the Oversight Committee (DR1.10—BAPR Minutes 02-24-10).

On February 22, 2010, the chancellor and college presidents reviewed the Commission's action with the Board of Trustees, including the proposed activities and timelines for the preparation of the October 2010 *Follow-up Report* (DR1.11—BOT Minutes 02-22-10).

II. Evaluation of Planning Processes: The Board of Trustees, the District, the College (Standards I.A.1; I.A.2; I.A.3; I.A.4; I.B.4; I.B.6; II.A.1; II.A.2.f; III.D.3 (f))

A. Board of Trustees Planning Retreat

On February 1, 2010, the Board of Trustees held its Annual Planning Retreat (DR1.12—BOT Minutes 02-01-10). Based upon a recommendation developed as part of the October 2009 *Follow-Up Report*, this Annual Planning Retreat was moved from summer to February in order to afford the trustees an opportunity to develop/reaffirm their annual vision and goals prior to the development of the district's budget for the 2010-11 fiscal year (DR1.13—BOT Vision Statement and Goals 2010). At that retreat, the trustees reviewed the *Accountability Reporting for the Community Colleges* (ARCC) data for both colleges, as well as the district's internal report, *12 Measures of Success* (DR1.14—12 Measures of Success). The trustees also reviewed the current Budget Allocation Model as well as the timeline and process for the development of the 2010-11 budget (DR1.15a & 15b—RSCCD Budget Allocation Model; DR1.16—Budget Timelines). As per BP 9022 (Board of Trustees Self Evaluation) and 9022.5 (Board of Trustees Annual

* Please note: At the August 25, 2010 meeting of the Budget Allocation and Planning Review Committee (BAPR), the Vice Chancellor of Business Operations & Fiscal Services informed the attendees that the *Adopted Budget* would be previewed at the September 13, 2010 Board of Trustees meeting and approved at the September 27, 2010 meeting as planned even though the System Office, utilizing its authority, had granted an extension of one month (to October 15, 2010) to the community colleges for the approval of an adopted budget (DR1.57—BAPR Minutes 08-25-10; DR1.58a—BOT Minutes—09-13-10; DR1.58b—BOT Minutes 09-27-10).

Evaluation of District Goals), the Board of Trustees annual planning activity meeting to discuss the Board's goals and vision for 2010-2011 will be held November 8, 2010 (DR1.17a—BOT Summary 07-26-10; DR1.17b—BOT Self-Evaluation Timeline for 2010; DR1.17c—District Planning Timelines 2010-2012; DR1.18—BP 9022, BP 9022.5).

B. District-Level Integrated Planning

The Oversight Committee continuously reported its progress and activities to the District Budget Allocation and Planning Review Committee (BAPR) as well as the District Council, which is the chancellor's forum for district-wide participatory governance, discussion and action. From February-May 2010, recommendations of the Oversight Committee included strengthening the planning aspects of BAPR. As a result, the following ongoing changes were made:

1. Commencing February 2010, there has been a standing accreditation item at BAPR (DR1.10—BAPR Minutes 02-24-10).
2. The Human Resources Committee* will be convened bi-annually and report results to BAPR (DR1.3—Oversight Committee Minutes 03-30-10).
3. New updates of the *RSCCD Strategic Technology Plan 2010-2011* will be presented to BAPR prior to development of Budget Assumptions (DR1.19).
4. A new chart has been created to explicitly demonstrate planning/budget integration: *District and College Participatory Governance Planning and Budget Processes Chart* (DR1.20a). This chart serves to complement existing charts (DR1.21a—RSCCD Planning and Budget Integration Processes Chart; DR1.22—District and College Participatory Governance Guidelines).

Therefore, BAPR currently serves as an integrative liaison group for all district planning efforts prior to District Council approval of recommendations (DR1.2-DR1.8—February-July 2010 Oversight Committee Minutes; DR1.19 RSCCD Strategic Technology Plan 2010-2011; DR1.20a—District and College Participatory Governance Planning and Budget Processes Chart).

The chart created to demonstrate the budget-planning aspects of the participatory governance mechanisms of the district and the connection to college processes, *District and College Participatory Governance Planning and Budget Processes Chart*, was added to the existing *RSCCD Planning and Budget Integration Processes Chart*, which is a visual demonstration of coordination of budget/planning timelines, and the *District and College Participatory Governance Guidelines Manual* (DR1.21a—RSCCD Planning and Budget Integration Processes Chart; DR1.21b—SAC Participatory Governance Schedule; DR1.22—District and College Participatory Governance Guidelines Manual).

On March 30, 2010, the Oversight Committee reviewed all the flowcharts depicting the Participatory Governance Structure at both the district and college levels in terms of

* Please refer to p14: **Human Resources Staffing Plan** for details.

accurately depicting how those structures function in the planning-budgeting processes (DR1.3—Oversight Committee Minutes 03-30-10). Modifications to the flowcharts were made to clearly show the relationship between the various participatory governance committees at the district and colleges and how planning recommendations flow to BAPR and are considered in the development of BAPR's recommended budget assumptions. District Council reviewed these charts and made changes for clarification (DR1.1b-DR1.5 February-May 2010 Oversight Committee Minutes; DR1.23—District Council Minutes 04-26-10).

**B.1 Review of the Budget Allocation Model:
(Standards III.D.1; III.D.2; III.D.3; IV.B.3 (b))**

On February 24, 2010, the Oversight Committee discussed its action plan with the Budget Allocation Planning and Review (BAPR) Committee (DR1.10—BAPR Minutes 02-24-10). BAPR has been the district's participatory governance committee charged with making final recommendations to the chancellor after formulating budget assumptions, reviewing budget projections, and developing district procedures relevant to budget and funding issues.

BAPR Membership

Santa Ana College	Santiago Canyon College	District
Erlinda J. Martinez, Ed.D., President	Juan Vázquez, President	Peter Hardash, Vice Chancellor Business Operations & Fiscal Services - Co-Chair
Norman Fujimoto, VP Academic Affairs	Steve Kawa, VP Administrative Services	Noemi Kanouse, Asst. Vice Chancellor Fiscal Services
Paul Foster, VP Administrative Services	Morrie Barembaum, President Academic Senate - Co-Chair	John Didion, Executive Vice Chancellor Human Resources & Educational Services
Ray Hicks, Faculty (designee of Academic Senate President), Co-Chair Facilities Committee; Academic Senate President-Elect	Raul González del Río, Accountant SCC Foundation	Sylvia LeTourneau, Asst. Vice Chancellor Information Technologies Services
Jeff McMillan, Ph.D., Faculty Co- Chair Planning and Budget Committee	José Vargas, VP Continuing Education Orange Center	Marti Reiter, President, CSEA— Classified Representative
Esmeralda Abejar, Accountant	John Smith, Faculty	Nga Pham, Director of Research
Ed Ripley, VP School of Continuing Education - (Alt.)	John Hernandez, VP Student Services - Alt.	Thao Nguyen, Budget Analyst
Bonita N. Jaros, Ph.D., IE&A Coord.; Chair Accreditation Committee/ALO (Alt.)	Jared Kubicka-Miller, Faculty - Alt.	Linda Melendez, Assistant to Vice Chancellor Business Operations & Fiscal Services
John Zarske, Academic Senate President—Frequent guest		Gina Huegli, Budget Analyst

To amplify the mission of BAPR, the Oversight Committee made a recommendation to include accreditation as a standing agenda item for BAPR; this was approved (DR1.10—BAPR Minutes 02-24-10). In addition, it was recommended to have BAPR be the central committee which would receive all planning documents, in addition to budget documents, prior to District Council review (DR1.10). Within the same discussion, the imperative to demonstrate concrete linkages between budget and planning was reaffirmed.

Throughout the following months, the BAPR Workgroup (BAPR-WG) met regularly and continued its review of the District *Budget Allocation Model* (BAM) (DR1.24a-h—BAPR Workgroup Notes S10). A regular report of the BAPR workgroup was then made at each BAPR meeting (DR1.25a-1—BAPR Minutes S10).

The membership of the BAPR Workgroup is comprised of membership from the district as well as the two colleges. Each segment is expected to make regular reports at the college level through the respective participatory governance bodies. At Santa Ana College this includes College Council, the Planning and Budget Committee, the Institutional Effectiveness and Assessment Committee (IE&A), the Academic Senate and CSEA.

BAPR Workgroup Membership

Santa Ana College	Santiago Canyon College	District
Paul Foster, VP Administrative Services	Steve Kawa, VP Administrative Services	Peter Hardash, Vice Chancellor Business Operations & Fiscal Services, Co-Chair BAPR
Jeff McMillan, Ph.D., Faculty Co- Chair Planning & Budget Committee	José Vargas, VP Continuing Education Orange Center	Noemi Kanouse, Asst. Vice Chancellor Fiscal Services
Ed Ripley, VP School of Continuing Education	John Hernandez, VP Student Services	Nga Pham, Director of Research
Ray Hicks, Faculty Co-Chair Facilities Committee; Academic Senate President-Elect— Frequent Guest	Morrie Barembaum, President Academic Senate—Frequent Guest	Thao Nguyen, Budget Analyst
John Zarske, President, Academic Senate—Frequent Guest	Jared Kubicka-Miller, Faculty - Frequent Guest	Gina Huegli, Budget Analyst
		Linda Melendez*, Assistant to Vice Chancellor Business Operations & Fiscal Services

* non-voting

The BAPR Workgroup considered college-level concerns and also reviewed the models of 13 other multi-college districts (DR1.24h—BAPR WG Notes 07-14-10).

The Santa Ana College Planning & Budget Committee forwarded concerns to the workgroup as follows:

- Colleges need more flexibility determining how to utilize dollars particularly with fixed/discretionary cost allocations.
- Transparency in the BAM: We need to have a clear understanding of how and why resources are allocated to the cost centers. There needs to be a flexible plan or formula for allocation of resources.
- A clear understanding of fixed costs vs. discretionary costs: How and when funds can move from discretionary to fixed and vice versa
- As an incentive to save, colleges should be able to keep budget savings from year-to-year. Ending balances should be monitored because they should not be able to grow infinitely. There needs to be a balance between the District taking everything at the end of the year and colleges infinitely keeping everything.
- BAM needs to be perceived as plan that fairly and equitably distributes resources.
- We need a definition and plan for annually reviewing the BAM.
- There needs to be a special account set up for payment of banked leave.

After consideration of all concerns, a list of issues for annual review was agreed upon. It includes:

- Fixed costs to each cost center by looking at FTES distribution, high cost programs and equitable service costs
- Relative cost of programs
- District operations annual percentage distribution and the centralized services provided to the colleges, itself and the community
- Cost Centers that include SAC/SCC/DO
- Hiring needs that would impact other location and long-term implications
- General fund as well as Discretionary fund review

BAPR Workgroup recommendations relating to *General Model Guidelines* and *Allocation Process* of the Budget Allocation Model were presented to BAPR on 07-28-10 (DR1.24h—BAPR WG Notes 07-14-10; DR1.25m—BAPR Minutes 07-28-10). Since all the ramifications of operationalizing the recommendations require further dialogue at the college level, this item will be brought to the appropriate participatory committees and then discussed again at the August BAPR meeting. The workgroup will also continue to refine the details of the recommendation through fall 2010 (DR1.24i—BAPR WG Notes 08-11-10).

Regarding budget assumptions, tentative budget and budget development, the Vice Chancellor of Budget Operations & Fiscal Services led discussion at each BAPR meeting as well. At each Board of Trustees meeting during the spring 2010, the Vice Chancellor of Business Operations & Fiscal Services presented an update on the state budget situation and its implications for the development of the RSCCD budget (DR1.26a-h—Budget Reports to BOT Spring and Summer 2010).

On March 24, 2010, BAPR completed its review of *Budget Assumptions* and recommended assumptions for the development of the *RSCCD 2010-11 Tentative Budget* to the chancellor. Those assumptions were accepted by the chancellor without modification and were approved by the Board of Trustees on April 12, 2010 (DR1.25f—BAPR Minutes 03-24-10; DR1.27—BOT Minutes 04-12-10).

B.2 Technology and Staffing Plans

▪ RSCCD Strategic Technology Plan

On April 14, 2010, the *RSCCD Strategic Technology Plan* was presented to BAPR after review by the District Council (DR1.19—RSCCD Strategic Technology Plan; DR1.28—BAPR Minutes 04-14-10; DR1.29—District Council Minutes 04-12-10). Following consultation with the chancellor at the District Council, the plan was presented to the Board of Trustees on April 26, 2010, and was approved (DR1.30—BOT Minutes 04-26-10). In concert with reinforcing the planning integration role of BAPR, it was agreed that annual updates to the *RSCCD Strategic Technology Plan* will be developed and presented to BAPR prior to the approval of the annual budget assumptions so that any potential budgetary recommendations can be considered by BAPR and factored into the development of those budget assumptions.

▪ Human Resources Staffing Plan

The District Human Resources Committee is scheduled to meet to review data concerning the current composition of the staff, status of vacant positions due to the hiring freeze, and plans to reorganize and consolidate functions in light of the continuing financial crisis early fall 2010 (DR1.31—Agenda District Human Resources Committee 09-22-10; DR1.8—Oversight Committee Minutes 06-28-10). This committee will then convene each semester to conduct a staffing review and provide staffing-related recommendations to BAPR prior to the development of the annual budget assumptions.

▪ Facilities Plan

In the spring 2010, HMC Architects, Inc. was contracted to assist the colleges in updating their Facilities Master Plans. These revised plans are expected to reflect current educational master plans as well as department planning portfolios. The District Facility Planning Committee met fall 2010 to review these plans and also to identify other district-wide facility plans that require the attention of the BAPR Committee for inclusion in the 2011-2012 Tentative Budget (DR1.31b—District Facility Planning Committee Agenda September xx, 2010).

C. Integrated College-Level Planning

At the college level, dialogue at SAC College Council May 26, 2010 addressed the issue of how district charts are integrated into existing mechanisms at the college, how the

Santa Ana College Mission is inextricably connected to program review and strategic planning, and how the IE&A Committee has reviewed program review elements (DR1.32— College Council Minutes 05-26-10; DR1.33—SAC Mission; DR1.34—Santa Ana College Planning & Budget Processes Chart; DR1.35—Strategic Plan Update S10; DR1.36—Strategic Plan Update with Budget Analysis S10; DR1.37—Program Review documents; InsideSAC.net—Department Index for Program Review documents; DR1.38—IE&A End-of-Year Report S10).

Santa Ana College is dedicated to continuous improvement based on program review analysis, as is evidenced by the *Annual Department Planning Portfolio* (DPP); the Academic, Student Services, Administrative Services and President's Cabinet Portfolio Program Review Model (DR1.37—InsideSAC.net—Department Index—Program Review; PR docs). All budget decisions, not subject to emergency decision-making, must demonstrate linkages to the DPPs and program review documents, which contain Direct-SLO Assessment as well as indirect statistical analysis (DR1.37—examples SAC.edu/Accreditation/evidence.htm; internally only: InsideSAC.net—department index—program review—Statistical Reports; DR1.34—Strategic Plan Update with Budget Analysis S10; DR1.39a-m—SAC Budget Committee Minutes Spring 2010). Planning efforts and budget development are also integrated through the structure of the participatory governance model, which has the Institutional Effectiveness and Assessment (IE&A) Committee as a central participatory governance element in planning and information flow (DR1.34—Santa Ana College Planning and Budget Processes Chart; DR1.38—IE&A End-of-Year Report S10; DR1.40—Santa Ana College Participatory Governance Structure). The IE&A Committee is also responsible for Strategic Plan Updates and updating all documents in the *Educational Master Plan* (DR1.35—Strategic Plan Update S10; DR1.36—Strategic Plan Update with Budget/Facilities Analysis S10; DR1.41—Educational Master Plan and EMP Update S10).

On March 29, 2010, President Martinez held a *Budget Think Tank Meeting*, which included the President's Cabinet, the Executive Committee of the Academic Senate and CSEA classified staff leadership.* The agenda addressed phases of a plan to manage the fiscal crisis of the state and therefore the district and college. Indicators related to 2010-2011 and 2011-2012 were discussed, and preliminary possible non-exclusive course of action were created (DR1.42—Budget Think Tank Agenda and Documents).

Facilities planning beyond the *Bond Measure E* planning has been vitalized at the college as a result of DPP and other analysis. The Santa Ana College Facilities Committee has engaged the architectural firm HMC Architects, which has developed The *Facilities*

* Noteworthy is that President's Cabinet consists of the Vice Presidents, all of whom are members of the IE&A Committee. The VP of Administrative Services also co-chairs the Planning and Budget Committee as well as the Facilities Committee; the VP of Student Services co-chairs the Student Success Committee. Likewise, the Executive Committee of the Academic Senate is made up of the co-chair of the Planning and Budget Committee, the co-chair of the Facilities Committee, and the chair of the IE&A Committee/ALO. The President and Secretary/Treasurer of the Academic Senate serve on College Council. The CSEA classified leadership serves on College Council as well.

Master Plan Timeline: Educational Plan Analysis and Forecast; Site and Facilities Analysis; Option Development; Solution Development; and Documentation & Final Approval based on a developed set of goals (DR1.43a—HMC Timeline & Goals in IE&A Minutes 03-17-10; DR1.43b—HMC Architects Handout 04-13-10; DR1.38—IE&A End-of-Year Report S10, Appendix E). Some issues being reviewed include: vehicle flow, paths of travel, entry to the Santa Ana campus. On June 2, 2010, representatives of HMC Architects made a comprehensive presentation of the *Facilities Master Plan* to the college community outlining the details of a long-term plan (DR1.44a-g—Selected slides from HMC PowerPoint Presentation).

In addition, the president of the college is also reviewing replacement options for the Marketplace Education Center and linkage to the *Bond Measure E*. These concepts are all based on data, e.g., enrollment data, to inform facilities planning, and infrastructure analysis. The Board of Trustees approved the *SAC Facilities Master Plan* August 9, 2010 (DR1.45—BOT Minutes 08-23-10).

Another concrete example of the program review/planning/budget linkage at Santa Ana College is evidenced in the decision to apply for a federal *Title V Grant* to consolidate learning centers for the purpose of increasing student success in all disciplines. The application of this grant in June 2010 was a result of Strategic Plan Analysis from 2008, 2009 and 2010 related to Vision Theme I: Student Achievement and analysis of the DPPs (DR1.46—SAC Vision Themes). This analysis was first conducted by the Teaching Learning Committee, then by the IE&A Committee, then by the Student Success Committee and the Facilities Committee (DR1.47—TLC Minutes S08, S09, S10; DR1.48—IE&A End-of-Year Report 2009; DR1.49—Title V Submitted Grant Proposal DR1.34—Santa Ana College Planning & Budget Processes Chart).

III. Outcomes and Communication of Budget Processes: (Standards IIA.2.f, III.D.1; III.D.2; III.D.3.a; IV.B.3 (b))

In the planning agenda of the Santa Ana College *Institutional Self Study for Reaffirmation of Accreditation*, it is stated; “The college, through its governance committees and the academic senate will: identify and prioritize the most serious areas of concern related to the district’s support to the college.” In this regard, change related to budget processes has been made, and the district has been responsive to college concern. This is demonstrated by the following:

- The planning segment of BAPR has been reinforced. There is a regular accreditation report; the agenda is expanded to include planning reports (DR1. 25a-1—BAPR Minutes S10).
- BAPR receives documents and reports from the other participatory governance committees of the district prior to District Council approval, creating a closer integration of all planning elements and more information dissemination among the constituency groups of the colleges and district (District Strategic Technology Plan was approved—DR1.25g&h— BAPR Minutes 04-14-10).
- Receipt of changes to plans by BAPR aligns better with Tentative Budget creation.

- District participatory governance charts and documents have been updated and created; they have been more closely integrated with college documents (charts, particularly timelines integration chart) (DR1.20a—District and College Participatory Governance Planning & Budget Processes Chart; DR1.21a—RSCCD Planning and Budget Integration processes Chart).
- The BAPR Workgroup has been reviewing the Budget Allocation Model and has plans to do so regularly (DR1.24a-h— BAPR Workgroup Notes S10).
- The colleges' budget and planning groups have sent recommendations to the BAPR Workgroup (DR1. 50—SAC Budget Committee Recommendations).

Tangible budget/planning alignment has been evidenced by the following:

- Five million dollars in expenditure reductions have been made to balance the Tentative Budget 2010-2011 (DR1.51).
- Evidenced by the Budget Assumptions recommended by BAPR, a 3% deficit to general apportionment (approximately \$4.5) has been calculated (DR1.52—RSCCD Budget Assumptions for Tentative Budget 2010-2011).
- Complete revenue analysis has been conducted related to negative COLA; no enrollment growth funding; deficit to general apportionment; additional workload measures reduction of 2%. Then total is approximately \$3 million.
- A 5% reserve has been included within the budget to offset future funding deficits from the state; this has been carried over into the 2010-2011 budget.
- Expenditures related to salaries and increased cost of benefits have been carefully calculated.
- There is a continuing hiring freeze and employee step and columns freeze.
- Items have been moved from discretionary to fixed costs, e.g., Blackboard
- The Technology Advisory Group (TAG) reports to BAPR and is charged with a continual replacement plan for technology.
- The statewide Workload Reduction figures have been mirrored by the RSCCD in the credit and non-credit programs. (Most reductions occurred in non-credit.)
- Within the 2009-2010 budget, funds were reallocated so there would be appropriate funding for Adjunct faculty. (This is a result of Workload Reduction.)
- A decision was made to reduce the Older Adult program in the School of Continuing Education (SAC) and the School of Continuing Education (SCC).
- Credit and Non-Credit Matriculation funds were moved to DSPS for SAC to offset statewide cuts which could have compromised federal regulations.

(DR1.26h—Budget Report to BOT 06-21-10; DR1.51—RSCCD Tentative Budget 2010-2011)

In addition, one-time revenue adjustments have increased the ending balance (e.g., \$4.5 million budgeted mid-year apportionment reduction—3% budget assumption reduction); however, it is clear this is one-time funding. With this tentative budget, RSCCD is in a good position to adjust to any additional state revenue reductions without further cuts. Absent massive funding reductions from the state, RSCCD most likely will not need any

further reductions in force (except for possibly categorical and stand-alone programs). This is the result of early planning and foresight (DR1.26h—Budget Report to BOT 06-21-10; DR1.51—RSCCD Tentative Budget 2010-2011).

All planning/budget information has been communicated to the Board of Trustees at board meetings by the chancellor. The Vice Chancellor of Business Operations & Fiscal Services, who also serves as co-chair of BAPR, has also communicated to the Board of Trustees through a regular budget update (DR1.26a-h) The updates included: the adjusted cycle of budget and planning; the proposed state budget updates, including enrollment growth, COLA information, categorical funding cuts, suspension of grants such as Competitive CalGrant, state apportionment deficit, the Legislative Analyst's Report, Tentative Budget Assumptions and the *May Revise*. BAPR recommendations for Tentative Budget Assumptions included a \$4.1 million necessary reduction district-wide. The Tentative Budget Assumptions were approved by the chancellor and then approved by the Board of Trustees on April 12, 2010; the Tentative Budget was approved by the Board of Trustees on June 21, 2010 as a placeholder budget in order to continue meeting district obligations as of July 1, 2010 (DR1.27—BOT Minutes 04-12-10; DR1.9—BOT Minutes 06-21-10). The RSCCD Adopted Budget will be approved by September 15, 2010 unless a state budget had not been approved. The budget will then be approved within 45 days of an enacted state budget (DR1.26d—March 22, 2010— 2009-2010 & 2010-2011 Budget Update to Board of Trustees).

Moreover, this cyclical process suggests that at the conclusion of the fiscal year, the budget will be evaluated based upon the budget assumptions and the following organizational outcomes:

- Generation of anticipated FTES
- Satisfaction of all collectively bargained commitments
- Maintenance of the 5% unrestricted reserve
- Progress toward the Board's Vision and Goals

There is evidence that internal college planning/budget processes function effectively at both colleges; nevertheless, the integration of the needs of all the entities of a multi-college district poses challenges. To that end, the continuum of participatory governance structures has been reviewed and enhanced (DR1.20a—District and College Participatory Governance Planning and Budget Processes Chart). To insure that the needs of all entities are understood and duly considered within the context of the whole, analysis of the *Budget Allocation Model* is ongoing so that there is transparency and the needs of each entity does not compete with the Vision and Goals of the Board of Trustees for the whole district. Although this work is not complete, the colleges are satisfied with the progress that has been achieved in opening the decision-making processes to greater transparency and clarity. There is a commitment to continue this work, which will provide needed flexibility to the colleges and insure the Vision and Goals of the Board are met.

**IV. College-Wide Communication:
(Standards II.A.2.f; III.D.2)**

On May 12, 2010, the IE&A Coordinator/Accreditation Chair/ALO made a report to College Council to discuss status of the Oversight Committee work and the *Follow-Up Report*; the Annual *ACCJC Financial Report* as well as the *ACCJC Annual Report*; the May 27, 2010 college-wide forum; and plans for the Midterm Report to be submitted fall 2011 (DR1.53—College Council Minutes—05-12-10).

May 13, 2010, a district-wide survey was disseminated in preparation for the chancellor to conduct a college-wide forum held May 27, 2010 (DR1.54—email). (Like forums were held at Santiago Canyon College and the District Office on May 20, 2010.) Issues discussed were: budget, *Bond Measure E* (i.e., two-college facilities bond), and human resources. On May 26, 2010 the IE&A Coordinator/Accreditation Chair/ALO was again invited to attend College Council to discuss district documents for the *Follow-Up Report* and to receive feedback regarding the SAC *Follow-Up Report* draft (DR1.32—College Council Minutes 5/26/10). On May 27, 2010, the college president disseminated the *Follow-Up Report* to the chancellor, district leadership, and the SAC campus leadership at a forum held at SAC by the chancellor.

On July 28 and August 16, 2010 the Oversight Committee conducted a review of the *Follow-Up Reports* of Santa Ana College and Santiago Canyon College (DR1.8—Oversight Committee Minutes 07-28-10; DR1.55a—Oversight Committee Minutes 08-16-10). After the colleges vetted the reports through their respective participatory governance structures, the Oversight Committee approved the *Follow-Up Reports* of Santa Ana College and Santiago Canyon College on August 31, 2010 (DR1.55b—Oversight Committee Minutes 08-31-10; DR1.56—College Council Minutes 09-07-10). The status of the reports were shared at BAPR and sent to the chancellor for approval (DR1.57—BAPR Minutes 08-25-10). On September 13, 2010 the Board of Trustees received the *Follow-Up Reports* of Santa Ana College and Santiago Canyon College for a first reading. The reports were approved on September 27, 2010 (DR1.58a—BOT Minutes—09-13-10; DR1.58b—BOT Minutes 09-27-10). After approval, a copy was placed in the Nealley Library for the entire college community and the community at large.

EVIDENCE—DISTRICT RECOMMENDATION 1

Number	Name
DR1.1a	Follow-Up Report Timelines (Appendix B Oversight Committee Minutes 02-18-10)
DR1.1b	Oversight Committee Minutes 02-18-10
DR1.2	Oversight Committee Minutes 03-15-10
DR1.3	Oversight Committee Minutes 03-30-10
DR1.4	Oversight Committee Minutes 04-23-10
DR1.5	Oversight Committee Minutes 05-12-10

DR1.6	Oversight Committee Minutes 05-26-10
DR1.7	Oversight Committee Minutes 06-28-10
DR1.8	Oversight Committee Minutes 07-28-10
DR1.9	Board of Trustees Minutes 06-21-10
DR1.10	BAPR Minutes 02-24-10
DR1.11	Board of Trustees Minutes 02-22-10
DR1.12	Board of Trustees Minutes 02-01-10
DR1.13	Board of Trustees Vision and Goals 2010-2011
DR1.14	12 Measures of Success
DR1.15a & 15b	RSCCD Budget Allocation Model
DR1.16	Budget Timelines
DR1.17a	Board of Trustees Summary 07-26-10
DR1.17b	Board of Trustees Annual Self-Evaluation Timeline for 2010
DR1.17c	District planning Timelines 2010-2012
DR1.18	Board Policies: BP 9022 & BP 9022.5
DR1.19	RSCCD Strategic Technology Plan 2010-2011
DR1.20a	District and College Participatory Governance Planning and Budget Processes Chart
DR1.20b	District and College Participatory Governance Chart
DR1.21a	RSCCD Planning and Budget Integration Processes Chart
DR1.21b	2010-2011 Santa Ana College Participatory Governance Schedule
DR1.22	District and College Participatory Governance Guidelines
DR1.23	District Council Minutes 04-26-10
DR1.24a-i	BAPR Workgroup Notes Spring 2010 and Summer 2010
DR1.25a-l	BAPR Minutes Spring 2010 and Summer 2010
DR1.26a-h	Budget Reports to BOT Spring 2010 and Summer 2010
DR1.27	Board of Trustees Minutes 04-12-10
DR1.28	BAPR Minutes 04-14-10
DR1.29	District Council Minutes 04-12-10
DR1.30	Board of Trustees Minutes 04-26-10
DR1.31a	Agenda District Human Resources Committee 09-22-10
DR1.31b	Agenda District Facility Planning Committee 09-xx-10
DR1.32	Minutes College Council 05-26-10
DR1.33	Santa Ana College Mission
DR1.34	Santa Ana College Planning & Budget Processes Chart
DR1.35	Strategic Plan Update S10
DR1.36	Strategic Plan Update with Budget/Facilities Analysis S10
DR1.37a-f*	Examples of Program Review Documents: PA/PR 19QT Music; PA/PR 19QT Center for Teacher Education; PA/PR 19QT Dance; PA/PR 19QT Nursing; PA/PR 19QT Human Development; Direct-SLO Assessment Form C Example— Anthropology/Sociology/Women's Studies,— SAC.edu/Accreditation/evidence.htm
DR1.38	IE&A End-of Year Report S10
DR1.39a-m	SAC Budget Committee Minutes and Documents Spring 2010
DR1.40	Santa Ana College Participatory Governance Structure

DR1.41**	Educational Master Plan and EMP Update S10
DR1.42	Budget Think Tank Agenda and Documents
DR1.43a	HMC Architects: SAC Facilities Master Plan Timeline & Goals: In IE&A Minutes 03-17-10
Dr1.43b	HMC Architects Handout 04-13-10
DR1.44a-g	Selected Slides from HMC PowerPoint Presentation 06-02-10
DR1.45	Board of Trustees Minutes 08-23-10
DR1.46	SAC Vision Themes
DR1.47a-i	TLC Minutes S08, S09, S10
DR1.48	IE&A End-of-Year Report 2009
DR1.49	Title V Grant Submitted Proposal
DR1.50	SAC Budget Committee Recommendations
DR1.51	RSCCD Tentative Budget 2010-2011
DR1.52	RSCCD Budget Assumptions for Tentative Budget 2010-2011
DR1.53	Minutes College Council 05-12-10
DR1.54	Email Announcing Forum 05-27-10
DR1.55a	Oversight Committee Minutes-08-16-10
DR1.55b	Oversight Committee Minutes 08-31-10
DR1.56	College Council Minutes 09-07-10
DR1.57	BAPR Minutes 08-25-10
DR1.58a	Board of Trustees Minutes 09-13-10
DR1.58b	Board of Trustees Summary 09-27-10

Note: External jump drives with all evidentiary documents have been provided for each hard copy of this *Follow-Up Report*, or documents may be accessed directly at SAC.edu/Accreditation/evidence.htm. In the electronic version of the *Follow-Up Report*, documents are *hot linked*.

*Five examples of quadrennial capstone program review (PA/PR 19QT) are provided on the electronic evidence list. They may also be accessed at SAC.edu/Accreditation/evidence. All department DPPs, Program Review Documents, including Statistical Reports and semesterly Direct-SLO Assessment documents are available electronically on InsideSAC.net—Department Index/Program Review; however, this is an internal site.

** The SAC *Educational Master Plan 2007* is an aggregate document which contains multiple documents, and therefore, cannot be linked. It is updated annually. The original EMP and the EMP Spring 2010 Update are provided on disk.

bnj/09-01-10—4:30pm

FOLLOW-UP REPORT

To

ACCREDITING COMMISSION ON COMMUNITY AND JUNIOR COLLEGES

Submitted to

RSCCD BOARD OF TRUSTEES

September 2010

**SANTIAGO CANYON COLLEGE
8045 East Chapman Avenue
Orange, CA 92689**

9-2-10

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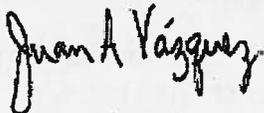
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Response to District Recommendation 3	
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Statement on Report Preparation

Following receipt of the commission's action in January 2010, the Rancho Santiago Community College District (RSCCD) formed an Oversight Committee to develop a plan of action and timeline to help coordinate the Santiago Canyon College (SCC) response to the commission's recommendation with the Santa Ana College (SAC) response to its recommendation (DR 3.1 – Timelines). The Oversight Committee was comprised of individuals who were directly involved in the development of the October 2009 Follow-Up Report: RSCCD Executive Vice Chancellor of Human Resources and Educational Services John Didion; RSCCD Vice Chancellor of Business Operations and Fiscal Services Peter Hardash; SCC Vice President of Administrative Services Steve Kawa; SCC Academic Senate President Morrie Barembaum; SAC Academic Senate President John Zarske; SAC accreditation chairperson Bonita Jaros; and RSCCD Director of Research Nga Pham. The Oversight Committee reported its progress and activities to the district Budget Allocation and Planning Review (BAPR) Committee as well as the District Council, which is the Chancellor's forum for participatory governance discussion and action (Dr 3.2-3.11 – Oversight Committee Minutes).

The Oversight Committee first met in February and developed its initial action plan and timeline to respond to the October 15, 2010, deadline (DR 3.1 – Timelines). It was apparent to the Oversight Committee that the continuing state budget crisis would delay the District's adoption of a 2010-11 district budget until late September or perhaps even October. This would probably not allow the District to complete 2010-11 budget plans prior to the submission deadline. Consequently, the Oversight Committee structured its action plan and timeline to focus on the development and approval of the District's tentative budget that was scheduled to be presented and approved by the Board of Trustees on June 21, 2010 (DR 3.12 – Board of Trustees Minutes 06-21-10). The Oversight Committee presented its work plan and timeline to the BAPR Committee (DR 3.13 – BAPR Minutes 02-24-10), college presidents, Chancellor and the Board of Trustees (DR 3.14 – Board of Trustees Minutes 02-22-10).

In the weeks prior to the submission of the response, this document was shared in draft form with the SCC community at meetings with bodies of the collegial governance system and through a shared electronic file. These opportunities to review and discuss the response continued as the Board of Trustees considered and approved this Follow-Up Report, prior to the final submission to the Commission.



Juan A. Vázquez, President
Santiago Canyon College

Response to District Recommendation 3

Recommendation 3: The team recommends that the district evaluate its planning processes, including the integration of technology, staffing, and facilities master plans to ensure the budget is used as a planning tool to achieve both district and college strategic goals. As part of this integration, the team recommends that the district resource allocation model be based on the plans, program reviews and actual budgetary performance. This requires that the district evaluate the outcomes of its planning/budget process and use that data in subsequent budget development. (IA1, IA3, IB4, IB6, IIA1, IIA2f, IIB2d, IIID1, IIID2, IIID3, IVB3a, IVB3b)

Evaluation of the Planning Process

In February, with the intent of linking planning with budgeting, the Board of Trustees held its annual planning retreat (DR 3.15 – Board of Trustees Minutes 02-01-10). This annual retreat was advanced from the summer to February in order for trustees to develop/reaffirm their annual vision and goals prior to the development of the District’s tentative budget for the 2010-11 fiscal year (DR 3.16 – Board of Trustees Vision and Goals 2010-2011). At that retreat, trustees reviewed the Accountability Reporting for the Community Colleges (ARCC) data for both colleges; the internal district report, *The 12 Measures of Success*; current budgetary performance; the budget allocation model; and related processes for the development of the 2010-11 budget (DR 3.17 – ARCC Report Santa Ana College; DR 3.18 – ARCC Report Santiago Canyon College; DR 3.19 – 12 Measures of Success; DR 3.20 – RSCCD Budget Allocation Model; and DR 3.21 – RSCCD Budget Timelines).

Simultaneous to this effort, district planning and evaluation processes were reviewed by the Oversight Committee and the Budget Allocation and Planning Review Committee (BAPR) and, as a result, these processes were strengthened and clarified. This collaborative effort involved faculty and staff from both colleges as well as district operations with attention given to alignment with the colleges’ educational master plans.

In April 2010, a Strategic Technology Plan was presented to the BAPR Committee and then forwarded to District Council and the District Chancellor (DR 3.22 – RSCCD Strategic Technology Plan 2010-2011). The Board of Trustees approved the plan on April 26, 2010 (DR 3.23 – Board of Trustees Minutes 04-26-10). Annual updates to this plan will be developed and presented to the BAPR Committee prior to the development of the tentative budget for the upcoming fiscal year.

In the fall of 2010, the District Human Resources Committee met to review data associated with the composition of the staff, vacancies, proposed reorganizations and other staffing issues related to the financial crisis. Recommendations will be submitted to the BAPR Committee (DR 3.24 – Human Resources Committee, 9-22-10 Meeting Agenda)

In the spring of 2010, HMC Architects, Inc., was contracted to assist the colleges in updating their Facilities Master Plans. These revised plans are expected to reflect current educational master plans as well as department portfolio reviews. The District Facility Planning Committee met in the fall of 2010 to review these plans and also to identify other district-wide facility plans

that require the attention of the BAPR Committee for inclusion in the 2011-2012 tentative budget (DR 3.25 – District Facility Planning Committee Information – Meeting Agenda)

At the college level, Santiago Canyon College practices integrated planning with a goal of continuous improvement. These practices were reviewed and refined through the mechanism of SCC's October 2009 Follow-Up Report. Planning efforts and budget development are integrated through the structure of the collegial governance system, which has the College Council as the central governance body element in planning and information flow (DR 3.26 – SCC Annual Planning Processes). The College Council is tasked with annually reviewing the mission of the college and ensuring a link between college planning and resource allocation, as well as overseeing the planning and allocation processes for the Educational Master Plan. (DR 3.27 – Collegial Governance Handbook, p. 6). All budget decisions not subject to emergency decision-making must demonstrate linkages to the Department Planning Portfolio (DPP) and program review documents. At each of its meetings, the College Council reviews the college's current budget performance and receives reports on completed program reviews from the Educational Master Planning Committee (DR 3.28 – SCC College Council Minutes 04-27-10). The six-year Educational Master Plan draws upon the annual three-year program review process and the annually updated Department Planning Portfolios (DR 3.29 – SCC Cycle of Planning and Accreditation)

Integration of Planning and Budgeting - RSCCD

In April 2010, the Oversight Committee made the following recommendations to link planning with budgeting:

1. The major district planning organizations will report regularly to the BAPR Committee. These organizations include the Technology Advisory Group, the Human Resources Committee, and the Facilities Committee (DR 3.30 – District and College Participatory Governance Planning and Budget Process Chart). Any process revisions were also reflected in the updated District and College Participatory Governance Guidelines (DR 3.31 – District and College Participatory Governance Guidelines).
2. Accreditation will be a regular agenda item for BAPR Committee meetings to ensure that planning and budgeting issues are regularly discussed (DR 3.13 – BAPR Minutes 02-24-10).
3. The BAPR Committee will annually review budget performance of the colleges and district operations for the recently concluded year and identify problems and issues that need to be addressed. In July 2010, BAPR conducted an initial review of the concept that a cost center would be allowed to carry over any discretionary funds saved the previous year. Similarly, if a cost center overran its discretionary budget, the deficit would be deducted from its budget the following year (DR 3.32 – BAPR Committee Meeting Minutes 07-28-10). This initial review resulted in two action steps. Cost center representatives were asked to share the concept of carryover of savings and deficits to the following year with constituent groups (DR 3.33 – SCC College Council Meeting Minutes 8-24-10). The second initiative was to have the BAPR Workgroup look at what problems might result from implementing the concept and identify how those problems could be avoided or resolved.

If the concept of savings carryover is implemented, this will allow cost center representatives to determine if they want to develop plans to reduce expenditures in a current year in order to have additional funds the following year. Long term financial planning could then be more synchronized with the long-term Educational Master Plan. For example, SCC could decide to reduce supply and contract expenses in 2010-2011, in order to have a savings carryover for 2011-2012 to purchase new computers in alignment with the SCC Technology Plan (DR 3.34 – SCC Technology Plan)

4. Problems and issues raised by the BAPR Committee will be assigned to the BAPR Workgroup, a standing committee of the BAPR Committee, which also has representatives from both colleges and district operations. The BAPR Workgroup evaluates the problems and issues and determines what changes, if any, need to be made to the budget allocation model or any district-wide budget processes. The BAPR Workgroup provides recommendations to the BAPR Committee that, if approved, are forwarded to the Chancellor (DR 3.35a-h – BAPR Workgroup March-July 2010).

In 2010, the BAPR Workgroup reviewed budget allocation models of other multi-college districts in the state. The intent was to identify concepts and/or processes used by other districts that might be used by RSCCD to improve the budget allocation model.

In summary, the BAPR Committee is where planning is integrated with budget resource allocation. All key planning components, the Board of Trustees Vision and Goals, the district Strategic Technology Plan, the Human Resources Plans and Facilities Master Plans, are reviewed and taken into consideration when funds are allocated utilizing the budget allocation model. In addition, BAPR Committee members are encouraged to identify where planning and budgeting do not appear to be in alignment. These situations would arise during program reviews, review of actual budget performance, and acknowledgement of success in meeting strategic goals whether at the district or the college.

The BAPR Committee is also responsible for providing feedback, negative or positive, that requires revisions to the budget process to planning groups, such as technology, human resources, facility planning as well as the colleges and district operations of those budget conditions.

It should be noted that while the RSCCD budget allocation model is relatively simple in its present form, there is a provision in the Budget Allocation Handbook that allows for adjustments in the form of budget assumptions (DR 3.20a-b – RSCCD Budget Allocation Model). For example, funds were set aside for the implementation of the Datatel student and financial information system (DR 3.36 – BAPR Committee Meeting Minutes 06-11-08). This was presented and approved by the BAPR Committee and recommended to the Chancellor and Board of Trustees with both approving the recommendation. There are several venues where budget issues such as the Datatel set-aside can be raised for consideration, such as college committees and/or district-wide committees. However, planning and budgeting information needs to be shared with all constituents so that any conflict between planning and budgeting can be raised by anyone including students, faculty, classified staff, and administration.

The alignment of the district 2010-2011 tentative budget with planning is also evident in the following ways.

- Implemented a 2% workload reduction for 2010-2011
- Set aside a 5% reserve in the event of future budget reductions
- Continued a hiring freeze and suspension of employee step and column increases
- Significantly reduced the Older Adult programs offered by the Continuing Education Divisions at both colleges.

The 2010-2011 tentative budget is predicated on how we best preserve our efforts to fulfill the vision of the District as well as meet the strategic goals of the colleges.

There is evidence that internal college planning/budget processes function effectively at both colleges; nevertheless, the integration of the needs of all the entities of a multi-college district poses challenges. Evidence of college planning and budget processes functioning effectively includes SCC's responses to decreases in state funding during the current economic crisis. These responses included college-wide discussions of prioritizing classroom instruction and closing down an off-campus site (DR 3.37 – SCC College Council Meeting Minutes 05-27-09; DR 3.38 – President's Email 04-15-09).

The continuum of participatory governance structures has been reviewed and enhanced (DR 3.30 – District and College Participatory Governance Planning and Budget Process Chart). To insure that the needs of all entities are understood and duly considered within the context of the whole, analysis of the Budget Allocation Model is ongoing so that there is transparency and so that the needs of each entity do not compete with the Vision and Goals of the Board of Trustees for the whole district. Although this work is not complete, the colleges are satisfied with the progress that has been achieved in opening the decision-making processes to greater transparency and clarity. There is a commitment to continue this work which will provide needed flexibility to the colleges and ensure that the Vision and Goals of the Board are met.

College-Wide Participation and Communication

SCC involvement in the previously stated district committees and workgroups receives the support of the SCC College Council. College Council not only has representation from the academic senate, classified staff, student government and administration, but also has members who represent key organizations such as technology, educational master plan and accreditation. College Council ultimately recommends to the college president how the college's budget resources are to be allocated taking into consideration the educational master plan and other college strategic plans.

It is the responsibility of the SCC members who serve on district-wide committees, workgroups and task forces to regularly report to College Council as well as to the constituents they represent, e.g., Academic Senate, the Management Council, and the classified staff organization. This keeps college organizations informed of the issues at which district-wide planning committees and the BAPR Committee are looking and provides opportunity for input. This is where the linkage of college planning and district-wide budget allocation takes place.

Representatives serving on College Council or on a district committee such as the BAPR Committee are expected to disseminate information so that any budget allocation decision that may have an adverse affect on an organizational plan can be identified early and appropriately addressed.

Review Prior to Submission

After the SCC College Council reviewed a draft of this response and suggestions were incorporated, the revised response was made available through a shared electronic file on the employee intranet for all faculty and staff to review and make comments. The Oversight Committee also reviewed and approved the response at its August 31, 2010, meeting (DR 3.11 - Oversight Committee Minutes 08-31-10). The response was then submitted to Board of Trustees for first reading at its September 13, 2010, meeting (DR 3.39 - Board of Trustees Minutes 09-13-10) and received final approval by the Board of Trustees on September 27, 2010 (DR 3.40 - Board of Trustees Minutes 09-27-10). A copy of the approved response is available at the college library and through the shared electronic file on the employee intranet.

APPENDIX - EVIDENCE LIST

DR 3.1	Timelines
DR 3.2	Oversight Committee Minutes 02-18-10
DR 3.3	Oversight Committee Minutes 03-15-10
DR 3.4	Oversight Committee Minutes 03-30-10
DR 3.5	Oversight Committee Minutes 04-23-10
DR 3.6	Oversight Committee Minutes 05-12-10
DR 3.7	Oversight Committee Minutes 05-26-10
DR 3.8	Oversight Committee Minutes 06-28-10
DR 3.9	Oversight Committee Minutes 07-28-10
DR 3.10	Oversight Committee Minutes 08-16-10
DR 3.11	Oversight Committee Minutes 08-31-10
DR 3.12	Board of Trustees Minutes 06-21-10
DR 3.13	BAPR Committee Meeting Minutes 02-24-10
DR 3.14	Board of Trustees Minutes 02-22-10
DR 3.15	Board of Trustees Minutes 02-01-10
DR 3.16	Board of Trustees Vision and Goals 2010-2011
DR 3.17	ARCC Report – Santa Ana College
DR 3.18	ARCC Report – Santiago Canyon College
DR 3.19	12 Measures of Success
DR 3.20a-b	RSCCD Budget Allocation Model
DR 3.21	RSCCD Budget Timelines
DR 3.22	RSCCD Strategic Technology Plan 2010-2011
DR 3.23	Board of Trustees Minutes 04-26-10
DR 3.24	RSCCD District Human Resources Committee – 09-22-10 Meeting Agenda
DR 3.25	RSCCD District Facility Planning Committee Information – Meeting Agenda
DR 3.26	SCC Annual Planning Process
DR 3.27	Collegial Governance Handbook
DR 3.28	SCC College Council Minutes 04-27-10
DR 3.29	SCC Cycle of Planning and Accreditation
DR 3.30	District and College Participatory Governance Planning and Budget Process Chart
DR 3.31	District and College Participatory Governance Guidelines
DR 3.32	BAPR Committee Meeting Minutes 07-28-10
DR 3.33	SCC College Council Meeting Minutes 08-24-10
DR 3.34	SCC Technology Plan
DR 3.35a-h	BAPR Workgroup Committee Meeting Minutes
DR 3.36	BAPR Committee Meeting Minutes 06-11-08
DR 3.37	SCC College Council Minutes 05-27-09
DR 3.38	President's Email 04-15-09
DR 3.39	Board of Trustees Minutes 9-13-10
DR 3.40	Board of Trustees Minutes 9-27-10

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To: Board of Trustees	Date: September 13, 2010
Re: Adoption of Agreement with University of Southern California School of Social Work for Federal Work Study Interns in Child Development Program	
Action: Request for Approval	

BACKGROUND

The University of Southern California (USC) operates a federal work-study grant that enables their students to work for public and private non-profit organizations as interns. The University compensates the students for their services. The USC School of Social Work has offered to provide student interns to the District to work in the child development centers.

ANALYSIS

The attached agreement provides for the placement of the students in the campus child development centers. These student interns will assist the staff in providing support services to the children and their families. The student interns will be covered by the District for workers' compensation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with the USC School of Social Work and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District.

Fiscal Impact: None	Board Date: September 13, 2010
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Ed. Services	
Recommended by: Dr. Raul Rodriguez, Chancellor	



FEDERAL WORK-STUDY PROGRAM
SOCIAL WORK
OFF-CAMPUS ORGANIZATION CONTRACT 2010-2011

Admission and
Financial Aid

This AGREEMENT is entered into this 18th day of August, 2010, in the City of Santa Ana
County of Orange State of California, by, University of Southern California, (hereinafter called the
"University") and Rancho Santiago Community College District

_____, a

- public organization, private non-profit organization,
- Other _____ (check one),

(Hereinafter called "Agency").

WHEREAS:

The University has applied for a grant from the U.S. Commissioner of Education pursuant to Title IV, Part C, of the Higher Education Act of 1965, P.L.2 89-329, as amended by the Education Amendments of 1972, 1976, 1980, 1986 & 1992. P.L.2 92-318 (See Work-Study Programs: 42 U.S.C. SS2751-2756A); and,

The purpose of that grant is to stimulate and promote the part-time employment of students in institutions of higher education who are in need of the earnings from such employment to pursue courses of study at such institutions; and,

The University and Agency desire that certain of the University's students engage in work for public and private non-profit organizations, such as Agency, under the Federal Work-Study program authorized by the act; and, Agency is in a position to utilize the services of such students; and,

The University, in consideration for Agency utilizing University's students as further provided herein, as bargained for by the University, agrees to provide eligible students to Agency for employment; and, Agency, in consideration for University agreeing that Agency shall receive the services and benefits accruing from such student workers, as bargained for by Agency agrees to employ the students as outlined herein;

NOW THEREFORE:

In consideration of the mutual promises contained herein, the University and Agency agree as follows:

1. Agency shall utilize the services of students furnished by the University who are eligible to participate in the Federal Work-Study Program and who are qualified and acceptable to Agency. The specific services to be performed by said students are set forth in the 'Information Regarding An Off-Campus Federal Work-Study Job' form hereto and incorporated into this agreement as thoughtfully set forth, or the previously approved 'Job Description' form on file with the University's School of Social Work. Students performing services for Agency may not perform any services unless the services are part of the 'Information Regarding an Off-Campus Federal Work-Study Job' form under this agreement, or the previously approved 'Job Description' form.
2. The work performed by all work-study students shall be in the public interest and shall be consistent with the purposes of Title IV, Part C, of the Higher Education Act of 1965. Work in the public interest is work performed for the national or community welfare rather than work performed to benefit a particular interest or group.
3. The work performed at the work-site by work-study students shall NOT be work that:
 - (a) Is otherwise provided for by other employees; or,
 - (b) Displaces employed workers or impairs existing contracts for services; or,
 - (c) Involves any partisan or non-partisan political activity associated with a candidate or with a contending faction or group in an election for public or party office; or,
 - (d) Involves the construction, operation, or maintenance of that part of any facility used; or planned to be used, for sectarian instruction or as a place for religious worship. The particular position to which the student is assigned must not involve in any way the sectarian instruction or the religious activities of an organization; or,
 - (e) Pays any wage to students employed that is less than the current Federal minimum wage as mandated by section 206(a) of title 29; or
 - (f) Fills jobs that are vacant because the employer's regular employees are on strike.
4. The services and benefits of Agency which involve the work of students shall be available to all persons regardless of race, color, religion, sex or national origin.
5. Compensation for work performed will be paid by the University's School of Social Work. Compensation to be paid to students participating in the Work-Study program shall be appropriate and reasonable in light of type of work to be performed and the proficiency of the employee. Such compensation shall also conform to the University's Federal Work-Study Pay Scale for the position as evaluated by the University's School of Social Work.
6. Agency shall be considered the employer for purposes of this agreement. Agency may control and direct the services of the student, not only as to the result to be accomplished, but also as to the means by which the result is to be accomplished.
7. Agency understands and agrees that:
 - (a) Students who are eligible to participate in the Work-Study Program are those students who are enrolled at least half-time at the University and have been granted a Work-Study award by the University's Financial Aid Office.
 - (b) The amount of a student's Federal Work-Study award is the amount of total gross earnings the student may earn while working under workstudy position(s) during the designated time period of the award.

8. Agency shall:

- (a) Comply with Title VI and VII of the Civil Rights Acts of 1964 and Title IX of the Education Amendments of 1972, and subsequent amendments thereof.
- (b) Be classified as a non-profit organization. In order to be considered a non-profit organization, Agency must be incorporated as such under applicable state law and the Internal Revenue Service must have determined Agency to be Tax Exempt organization under applicable Internal Revenue Service policies and guidelines.
- (c) Not solicit or permit to be solicited from any student: 1. fees; 2. dues of any kind; 3. compensation of any kind; 4. a commission of any kind; 5. a gift or gratuity of any kind as a condition or prerequisite for a student's employment.
- (d) Provide all the required employee entitlements mandated by law or regulation.
- (e) Not allow students to begin Work-Study jobs, until this agreement is approved and signed by an authorized representative of the University.
- (f) Be solely responsible for paying all compensation due to any University student for any non-voluntary work performed by any University student prior to the completion all terms and conditions required by this agreement.
- (g) Reasonably supervise the services of student(s) participating in the Federal Work-Study Program and permit reasonable inspection by a representative of the University.
- (h) Provide all the required employee benefits mandated by law or regulation, including but not limited to worker's compensation. If an injury is not caused by the University's direct negligence, the Agency agrees to indemnify and hold harmless, the University of Southern California of any claims and damages.
- (i) Not allow any student to work more hours in any week than the University allows, as follows: Up to 20 hours per week during enrollment periods; up to 40 hours per week during non-enrollment periods. Enrollment periods shall be defined as any period in which regular class attendance is required; non-enrollment periods shall be defined as any period of vacation or class break.
- (j) Students working more than 3.5 consecutive hours shall be allowed a 10 minute paid break. Students working more than 5 consecutive hours shall take a 30 minute non-paid meal break if the total work period exceeds 6 hours. However, if the total work period is six hours or less, the student may waive the right to the meal break.
- (k) Overtime rates apply to hours worked over 8 in one day. Hours in excess of 12 in one day are paid at double the regular rate. All other overtime is paid at one and one-half the regular rate.
- (l) Follow the University bi-weekly payroll schedule when submitting OTiS - Online Timekeeping System (In/Out Template) reports to the University's School of Social Work.
- (m) Verify all student employees' OTiS - Online Timekeeping System (In/Out Template) reports and submit to the University a bi-weekly OTiS - Online Timekeeping System (In/Out Template) report of the hours worked by each student participating in the program. Said OTiS - Online Timekeeping System (In/Out Template) reports shall be verified by the work-study student employee and one of the authorized signatories indicated on the 'Authorized Signers' form prior to being submitted to the University. The University shall not process any time sheets that have not been verified by an authorized signatory. In the event that the authorized signatories change, Agency shall file with the University's School of Social Work a new 'Authorized Signers' form, which form shall include the endorsement of the new authorized signatory(ies).

- (n) Once the student has utilized his or her entire work-study award amount, that student shall be terminated as a participant in the Off-Campus Work-Study Program and the University shall no longer accept any OTiS - Online Timekeeping System (In/Out Template) reports submitted for that student, nor shall the University be in any way responsible for making any further payment to any such students. At such time, Agency may add the student employee to Agency's own payroll system and accept all payroll liability for any student if Agency wishes to retain the student as an employee.
- (o) If the University should erroneously accept a student's OTiS - Online Timekeeping System (In/Out Template) reports from Agency after such student participant in the program has utilized his or her entire work-study amount or if University should erroneously pay any compensation to a student participating in the program after such student has utilized his or her entire work-study amount, the School of Social Work shall be required to reimburse the student one hundred percent (100%) of such erroneous compensation.
- (p) The School of Social Work shall inform the student of the existing Work-Study award balance at least monthly. Any student who has a conflict regarding an OTiS - Online Timekeeping System (In/Out Template) report or award balance should contact his or her Agency supervisor. The supervisor shall then contact the University's School of Social Work in order to correct the discrepancy.
- (q) Inspect the work site and complete the form entitled "Job-Site Inspection Form" attached hereto and incorporated into this agreement as though fully set forth (Attachment A) as requested by the university.

9. University will be responsible for:

- (a) Determination of the student's eligibility for a Work-Study award.
- (b) Payment of student's salary on behalf of Agency until such time as the student has earned the amount of his or her Work-Study award.

10. The University may have access to Agency's records related to the Federal Work-Study Program, including, but not limited to student's OTiS - Online Timekeeping System (In/Out Template) reports.

11. The University may terminate the student's employment at the agency on its own initiative or at the request of the Agency.

12. The University may terminate this Agreement and be relieved of all of the terms and conditions of this agreement, should Agency fail to perform any of the terms, conditions or covenants herein contained at the time and in the manner herein provided, without providing Agency any opportunity to cure any such breach. In the event of any such termination, the University may take such steps as are reasonably necessary to ensure that the student retains eligibility for the Work-Study Program and to carry out the intended purpose of this agreement. Any costs associated with such action by the University, shall be paid by Agency upon demand of the University.

13. This Agreement shall be subject to the availability of funds for the portion of the student's compensation to be paid by University and not reimbursed by Agency. This agreement shall also be subject to the provisions of the Higher Education Act of 1965, as amended, and all the regulations promulgated thereunder.

14. This Agreement is not assignable by Agency either in whole or in part.

15. This Agreement constitutes the sole and exclusive contract between the parties and there are no oral agreements or understandings of any kind. It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless agreed upon in writing and signed by the authorized representative of both Agency and the University.

16. This Agreement shall terminate on the last day that students are eligible to work for 2010-2011 Work-Study funds in accordance with University policy, unless sooner terminated.
17. This Agreement shall be effective as of the date it is approved by the University and signed by an authorized representative.
18. **LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES OF ANY KIND, LOST GOODWILL, LOST PROFITS, LOST BUSINESS AND/OR ANY INDIRECT ECONOMIC DAMAGES WHATSOEVER REGARDLESS OF WHETHER SUCH DAMAGES ARISE FROM CLAIMS BASED UPON CONTRACT, NEGLIGENCE, TORT (INCLUDING STRICT LIABILITY OR OTHER LEGAL THEORY), A BREACH OF ANY WARRANTY OR TERM OF THIS AGREEMENT, AND REGARDLESS OF WHETHER A PARTY WAS ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF INCURRING SUCH DAMAGES IN ADVANCE.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written.

Rancho Santiago Community College District
(Agency)

(Signature-Authorized Signer)

Peter J. Hardash
(Name Printed)

Vice Chancellor, Business Operations/Fiscal Services
(Title)

(Signature-Authorized Signer)

(Name Printed)

(Title)

(Date)

University of Southern California School of Social Work

(Signature)

University of Southern California
Katharine Harrington
Dean of Admission and Financial Aid

(Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Office of the Chancellor)

To:	Board of Trustees	Date: September 13, 2010
Re:	Authorization of Signatures	
Action:	Request for Action	

BACKGROUND

A list of the District's authorized signatures is kept on file at the Orange County Department of Education.

ANALYSIS

The attached list designates those individuals authorized to sign various documents on behalf of the district. This form has been revised to include the signature of Raúl Rodriguez (Chancellor) effective August 9, 2010.

RECOMMENDATION

It is recommended that the board approve the revised list of authorized signatures.

Fiscal Impact: None	Board Date: September 13, 2010
Prepared by Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by Raúl Rodriguez, Ph.D., Chancellor	
Recommended by Raúl Rodriguez, Ph.D., Chancellor	

AUTHORIZATION OF SIGNATURES

RANCHO SANTIAGO COMMUNITY COLLEGE SCHOOL DISTRICT

I, Phillip E. Yarbrough, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular meeting thereof, held on the 13th day of September, 2010, adopted by a majority vote of said Board, a resolution that the following named persons, effective August 9th, 2010, be authorized to sign payroll notices of employment/changes of status (NOE/CS), time sheets, vendor orders for payment and warrant registers as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

<u>NAME (TYPED)</u>	<u>SPECIMEN SIGNATURE</u>	AUTHORIZED TO SIGN:			
		<u>PAYROLL</u>	<u>VENDOR PAYMENTS</u>		
		<u>NOE/CS</u>	<u>TIME SHEET</u>	<u>ORDERS</u>	<u>REGISTERS</u>
John Didion _____		_x_	_x_	_x_	_x_
Peter J. Hardash _____		_x_	_x_	_x_	_x_
Noemi M. Kanouse _____		_x_	_x_	_x_	_x_
Erlinda J. Martinez _____		_x_	_x_	_x_	_x_
Raúl Rodriguez _____		_x_	_x_	_x_	_x_
Juan Vázquez _____		_x_	_x_	_x_	_x_

AUTHORIZATION OF SIGNATURES (cont.)

I further certify that the signatures following are those of the members of the governing board not mentioned above.

NAME (TYPED)

SIGNATURE

R. David Chapel

Brian E. Conley

John R. Hanna

Lawrence R. Labrado

Mark McLoughlin

Lisa Woolery

Phillip E. Yarbrough

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of September, 2010.

Clerk _____