RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Board of Trustees (Regular meeting) Monday, October 24, 2011 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.

AGENDA

1.0 PROCEDURAL MATTERS

4:30 p.m.

- 1.1 Call to Order
- 1.2 Pledge of Allegiance to the United States Flag
- 1.3 Approval of Additions or Corrections to Agenda

<u>Action</u>

1.4 Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant <u>prior</u> to the start of open session. <u>Completion of the information on the form is voluntary</u>. 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 <u>Brown Act</u>. Matters brought before the board that are not on the agenda may, at the board's discretion, be referred to staff or placed on the next agenda for board consideration.

1.5 Approval of Minutes – Regular meeting of October 10, 2011

Action

1.6 Approval of Consent Calendar

Action

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

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

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1.7 <u>Review and Discussion of Self-Evaluation Responses from</u> Community and Staff <u>Information</u>

The survey responses from community and staff are presented to the board for review and discussion.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

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

RECESS TO CLOSED SESSION

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

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

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

- 1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
 - d. Professional Experts
- 2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
 Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services

Employee Organizations: Faculty Association of Rancho Santiago Community College District

California School Employees Association, Chapter 579 California School Employees Association, Chapter 888

Continuing Education Faculty Association

- 3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
- 4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

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RECONVENE

<u>Issues discussed in Closed Session (Board Clerk)</u>

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 <u>prior</u> 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 <u>Brown Act</u>. 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 Final Salary Placements
- Approval of Changes of Classifications
- Approval of Leaves of Absence
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires

3.2 Classified Personnel

Action

- Approval of Changes in Positions
- Approval of Temporary Assignments
- Approval of New Appointments
- Approval of Changes in Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

3.3 <u>Authorization</u> for Board Travel/Conferences

Action

4.0 INSTRUCTION

*4.1 <u>Approval of Amendment #5 to CJA Agreement – County of Orange</u>
The administration recommends approval of the amendment with the County of Orange in Santa Ana, California.

<u>Action</u>

^{*} Item is included on the Consent Calendar, Item 1.6.

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*4.2 Approval of OTA Agreement Renewal – Special Services for Group -Action Occupational Therapy Training Program The administration recommends approval of the agreement with Special Services for Group – Occupational Therapy Training Program in Torrance, California. *4.3 Approval of OTA Agreement Renewal – Vibra Healthcare/Ballard Action Rehabilitation Hospital The administration recommends approval of the agreement with Vibra Healthcare/Ballard Rehabilitation Hospital in San Bernardino, California. Approval of OTA Agreement Renewal - Greater Anaheim SELPA *4.4 Action The administration recommends approval of the agreement with Greater Anaheim SELPA in Buena Park, California. *4.5 Approval of OTA New Agreement – Kindred Rehab Services, Inc., Action dba RehabCare The administration recommends approval of the agreement with Kindred Rehab Services, Inc., dba RehabCare in Louisville, Kentucky. *4.6 Approval of OTA New Agreement – Intergro Rehab Services Action The administration recommends approval of the agreement with Intergro Rehab Services in Huntington Beach, California. *4.7 Approval of OTA New Agreement – Step-By-Step Pediatric Therapy, Inc. Action The administration recommends approval of the agreement with Step-By-Step Pediatric Therapy, Inc., in Hacienda Heights, California. 5.0 BUSINESS OPERATIONS/FISCAL SERVICES *5.1 Approval of Payment of Bills Action The administration recommends payment of bills as submitted. Approval of Budget Transfers and Budget Increases/Decreases *5.2 Action The administration recommends approval of budget transfers, increases, and decreases during the months of July through September 2011. Approval of Construction Management Proposal for Video Surveillance *5.3 Action System and Installation Project at Santa Ana College (SAC) The administration recommends approval of the construction management services for Bernards Builders and Management Services as presented. *5.4 Approval of Notice of Completion for Bid #1177 for Data Center Upgrades Action at Santa Ana College The administration recommends approval of the Notice of Completion for the concrete and masonry projects as presented.

^{*} Item is included on the Consent Calendar, Item 1.6.

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*5.5 Adoption of Resolution No. 11-46 for Plumbing for Athletic/Aquatic Action Complex at Santiago Canyon College (SCC) The administration recommends adoption of Resolution No. 11-46 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Athletic/ Aquatic Complex at SCC as presented. *5.6 Adoption of Resolution No. 11-47 for Concrete for Loop Road Extension Action at Santiago Canyon College The administration recommends adoption of Resolution No. 11-47 for Guy Yocom Construction, Inc., for Bid #1136 for concrete for the Loop Road Extension at SCC as presented. *5.7 Adoption of Resolution No. 11-48 for Electricity for Santiago Canyon Action Road Entry and Parking Lot at Santiago Canyon College The administration recommends adoption of Resolution No. 11-48 for Dynalectric for Bid #1139 for electricity for the Santiago Canyon Road entry and parking lot at SCC as presented. *5.8 Approval of Change Order #2 for Bid #1136 for Concrete for Humanities Action Building at Santiago Canyon College The administration recommends approval of change order #2 for Bid #1136 for Guy Yocom Construction, Inc., for concrete for the Humanities building at SCC as presented. *5.9 Approval of Change Order #1 for Bid #1139 for Electricity for Loop Road Action Extension at Santiago Canyon College The administration recommends approval of change order #1 for Bid #1139 for Dynalectric for electricity for the Loop Road Extension at SCC as presented. *5.10 Approval of Change Order #7 for Bid #1139 for Electricity for Athletic/ Action Aquatic Complex at Santiago Canyon College The administration recommends approval of change order #7 for Bid #1139 for Dynalectric, Inc., for electricity for the Athletic/Aquatic Complex at SCC as presented. *5.11 Approval of Change Order #1 for Bid #1141 for HVAC for Athletic/ Action Aquatic Complex at Santiago Canyon College The administration recommends approval of change order #1 for Bid #1141 for West Tech Mechanical for HVAC for the Athletic/Aquatic Complex at SCC as presented.

^{*} Item is included on the Consent Calendar, Item 1.6.

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*5.12 Approval of Change Order #2 for Bid #1141 for HVAC for Humanities Building at Santiago Canyon College

Action

The administration recommends approval of change order #2 for Bid #1141 for West Tech Mechanical for HVAC for the Humanities building at SCC as presented.

*5.13 Approval of Change Order #3 for Bid #1147 for Interiors for Athletic/ Aquatic Complex at Santiago Canyon College

Action

The administration recommends approval of change order #3 for Bid #1147 for IEAS for interiors for the Athletic/Aquatic Complex at SCC as presented.

*5.14 Approval of Change Order #1 for Bid #1151 for Earthwork for Loop Road Extension at Santiago Canyon College

Action

The administration recommends approval of change order #1 for Bid #1151 for Southern California Grading, Inc., for earthwork for the Athletic/Aquatic Complex at SCC as presented.

*5.15 Approval of Change Order #1 for Bid #1181 for Signalization Project at Santiago Canyon College

<u>Action</u>

The administration recommends approval of change order #1 for Bid #1181 for Dynalectric for the signalization project at SCC as presented.

*5.16 Approval of Bid #1184 – Purchase of VRTEX 360 Virtual Reality
Welding Trainer Unit and System 5 Robotic Cell Arc Mate 100iC, R-30iA,
A-CAB Hollow Arm (or equal)

Action

The administration recommends acceptance of the bid and approval of Bid #1184 – Purchase of a VRTEX 360 Virtual Reality Welding Trainer Unit and a System 5 Robotic Cell Arc Mate 100iC, R-30iA, A-CAB Hollow Arm to Cameron Welding Supply as presented.

*5.17 Approval of Independent Contractors

Action

The administration recommends approval of the following independent contractor: Christine Draa for consulting services to provide oversight and coordination for the Youth Entrepreneurship Program as part of the statewide Business & Entrepreneurship Center program. Date of service: November 1, 2011, through October 31, 2012. The fee is estimated at \$40,000.

*5.18 Approval of Independent Contractors

Action

The administration recommends approval of the following independent contractor: Joslyn Hamilton for consulting services to provide website content development and social media expertise for the statewide Business & Entrepreneurship Center program. Date of service: November 1, 2011, through October 31, 2012. The fee is estimated at \$15,000.

^{*} Item is included on the Consent Calendar, Item 1.6.

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*5.19 Approval of Independent Contractors

Action

The administration recommends approval of the following independent contractor: Muckenthaler & Associates, Inc., for consulting services to provide professional and technical assistance to the existing Early Head Start program. Date of service: October 25, 2011, through March 31, 2012. The fee is estimated at \$60,000.

*5.20 Approval of Purchase Orders

Action

The administration recommends approval of the purchase order listing for the period September 11, 2011, through October 8, 2011.

6.0 GENERAL

*6.1 Approval of Resource Development Items

Action

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:

Board Financial Assistance Program (BFAP) (SCC)
ENGAGE in STEM Project – Year 1 (SAC)
GEAR UP 2009 – Year 3 (SAC)
\$ 277,721
\$1,193,110
\$ 800,000

*6.2 Approval of Subcontract Agreements between RSCCD and MOMS
Orange County and CHOC/Help Me Grow for Early Head Start Expansion
The administration recommends approval of the subcontract agreements
and authorization be given for the Vice Chancellor, Business Operations/
Fiscal Services, or his designee to enter into related contractual agreements
on behalf of the district.

6.3 Reports from Board Committees

Information

Board Facilities Committee

6.4 Board Member Comments

Information

7.0 <u>ADJOURNMENT</u> - The next regular meeting of the Board of Trustees will be held on November 14, 2011.

^{*} Item is included on the Consent Calendar, Item 1.6.

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

Board of Trustees (Regular meeting)

Monday, October 10, 2011

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:32 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Dr. David Chapel, Mr. Andrew Hanson, Mr. Larry Labrado, and Mr. Mark McLoughlin. Mr. Brian Conley and Mr. John Hanna arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Raymond Hicks, Santa Ana College Academic Senate President.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado, seconded by Mr. Hanson, and carried unanimously to approve an addendum for Item 3.1 (Management/Academic Personnel) and a revised page and addendum for Item 3.2 (Classified Personnel).

1.4 Public Comment

There were no public comments.

1.5 Approval of Minutes

It was moved by Mr. McLoughlin, seconded by Mr. Hanson, and carried unanimously to approve the minutes of the regular meeting held on September 26, 2011.

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1.6 Approval of Consent Calendar

It was moved by Mr. Labrado, seconded by Mr. McLoughlin, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda), with the exception of Item 5.14 (Adoption of Resolution No. 11-42 for Plumbing for Loop Road Extension at Santiago Canyon College) and Item 5.15 (Adoption of Resolution 11-43 for Concrete for Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College) removed from the Consent Calendar by Mr. Yarbrough.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.2 <u>Approval of Additional Construction Management Services for various Santiago Canyon College Construction Projects – Seville Construction Services, Inc.</u>

The board approved additional services for Seville Construction Services, Inc., in the amount of \$2,362,640 as presented.

- 5.5 <u>Acceptance of 2010-2011 Citizens' Bond Oversight Committee Annual Report</u>
 The board accepted the 2010-2011 Citizens' Bond Oversight Committee Annual Report to the Community as presented.
- 5.6 Approval of Additional Construction Management Services for Completion of Documentation and Project Filing/Archiving
 The board approved the extension of services with Bernards Construction Management in order to complete the filing/archiving of district construction documents as presented.
- 5.7 Approval of Change Order #2 for Bid #1137 for Masonry for Athletic/Aquatic Complex at Santiago Canyon College (SCC)
 The board approved change order #2 for Bid #1137 for Industrial Masonry, Inc., for masonry for the Athletic/Aquatic Complex at SCC as presented.
- 5.8 Approval of Change Order #2 for Bid #1138 for Structural Steel at
 Athletics/Aquatics Complex at Santiago Canyon College
 The board approved change order #2 for Blazing Industrial Steel, Inc., for Bid #1138 for structural steel for the Athletics/Aquatics Complex at SCC as presented.
- 5.9 Approval of Change Order #3 for Bid #1140 for Plumbing for Humanities
 Building at Santiago Canyon College

The board approved change order #3 for Bid #1140 for Interpipe Contracting, Inc., for plumbing for the Humanities building at SCC as presented.

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1.6 Approval of Consent Calendar – (cont.)

5.10 Approval of Change Order #1 for Bid #1141 for HVAC for Humanities Building at Santiago Canyon College

The board approved change order #1 for Bid #1141 for West Tech Mechanical for HVAC for the Humanities building at SCC as presented.

5.11 <u>Approval of Change Order #3 for Bid #1144 for Roofing for Humanities</u> Building at Santiago Canyon College

The board approved change order #3 for Bid #1144 for Troyer Contracting Company for roofing on the Humanities building at SCC as presented.

5.12 Approval of Change Order #2 for Bid #1146 for Framing and Elevators for Humanities Building at Santiago Canyon College

The board approved change order #2 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented.

5.13 <u>Approval of Change Order #3 for Bid #1147 for Interiors for Humanities</u> Building at Santiago Canyon College

The board approved change order #3 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities Building at SCC as presented.

5.16 Approval of Notice of Completion for Bid #1172 for Demolition of Church and Former Child Development Center at Santa Ana College (SAC) The last the Notice of Completion for Bid #1172 for Demolition of Church and Former Child Development Center at Santa Ana College (SAC)

The board approved the Notice of Completion for Bid #1172 for demolition of the church and former Child Development Center at SAC as presented.

5.17 Adoption of Resolution No. 11-41 regarding Implementing Prequalification of Security Contractors for Bidding of District-Wide Video Surveillance Security System, Installation, and Integration The board approved Resolution No. 11-41 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:

-California Early Childhood Mentor Program (SAC & SCC)	\$	1,900
- Child Development Training Consortium (SAC & SCC)	\$	10,000
- Cooperative Agencies Resources for Education (CARE)	\$	60,043
(SAC)		
- Extended Opportunity Programs & Services (EOPS) (SAC)	\$	992,848
- State Farm Strong Neighborhoods Grant – Small Business	\$	9,000
Success Clinic (District)		
- Title V – Developing HSI Program – Year 2 (SCC)	\$	650,000
- WIA II – Adult Basic Education Programs (SAC & SCC)	\$3	,800,036
- Youth Empowerment Strategies for Success – Independent	\$	22,500
Living Program (YESS – ILP) (SAC)		

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1.6 Approval of Consent Calendar – (cont.)

6.2 <u>Authorization of Signatures</u>

The board authorized the revised list of authorized signatures.

1.7 <u>Introduction of New Faculty</u>

Dr. Martinez introduced the following new Santa Ana College faculty members to the board: Ms. Sherri Blake, Ms. Louise Janus, Ms. Ann Lockhart, Ms. Lisa McKowan-Bourguignon, Dr. Kristen Robinson, Ms. Stacy Russo, Mr. Gabriel Shweiri, Dr. Brian Sos, and Mr. George Sweeney.

Mr. Vazquez introduced the following new Santiago Canyon College faculty members to the board: Dr. Melissa Campitelli-Smith and Mr. Robert Miller.

1.8 <u>Informational Presentation on Facilities Master Plan Update</u>

Ms. Deborah Shipley, Principal, Community College Practice Leader, HMC Architects, provided a presentation on the Facilities Master Plan Update for Santa Ana College and Santiago Canyon College.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

Mr. Conley arrived during Mr. Vazquez's report.

2.3 Report from Student Trustee

Mr. Andrew Hanson 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:

Ms. Evelyn Sanchez, Student President, Santa Ana College Mr. Colton Long, Student President, Santiago Canyon College Minutes Page 5
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2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

RECESS TO CLOSED SESSION

Mr. Hanna arrived at the start of closed session.

The board convened into closed session at 5:45 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 Labor Negotiator (pursuant to Government Code Section 54957.6)
 Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services

Employee Organizations: Faculty Association of Rancho Santiago Community College District

California School Employees Association, Chapter 579 California School Employees Association, Chapter 888

Continuing Education Faculty Association

- 3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
- 4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board reconvened at 6:30 p.m.

Closed Session Report

Mr. McLoughlin reported during closed session the board discussed the abovementioned items and voted unanimously to terminate Ms. Stephanie Negrete, Senior Clerk, and to release Mr. Armando Balderas, District Safety Officer, from probation.

Public Comment

There were no public comments.

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3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve End of Interim Assignments
- Ratify Resignations/Retirements
- Approve Sabbatical Leaves of Absence
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Non-paid Intern Services

3.2 Classified Personnel

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

- Approve New Appointments
- Approve Out of Class Assignments
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Changes in Positions
- 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 Student Assistant Lists

3.3 Adoption of Resolution No. 11-45 regarding Reduction in Force of Classified Staff

It was moved by Mr. Yarbrough, seconded by Mr. Hanson, and carried unanimously to adopt Resolution No. 11-45.

4.0 INSTRUCTION

4.1 Approval of Santa Ana College Midterm Report on Accreditation

It was moved by Mr. Yarbrough and seconded by Mr. McLoughlin to approve the SAC Midterm Report as requested by the Western Association of Schools and

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4.1 Approval of Santa Ana College Midterm Report on Accreditation – (cont.)

Colleges as presented. Discussion ensued regarding board member communication procedures with staff (District Recommendation #3) and it was determined this issue would be placed on the next Board Policy Committee agenda for discussion and recommendation. The motion carried unanimously.

4.2 Approval of Santiago Canyon College Midterm Report on Accreditation

It was moved by Mr. Yarbrough and seconded by Mr. McLoughlin to approve the SCC Midterm Report as requested by the Western Association of Schools and Colleges as presented. Discussion ensued regarding board member communication procedures with staff (Team Recommendation #5) and it was determined this issue would be placed on the next Board Policy Committee agenda for discussion and recommendation. The motion carried unanimously.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.2, 5.5 through 5.13, 5.16, and 5.17 were approved as part of Item 1.6 (Consent Calendar).

5.3 Adoption of Resolution No. 11-44 regarding Authorizing the Issuance of RSCCD 2011 General Obligation Refunding Bonds

It was moved by Mr. Yarbrough and seconded by Mr. Hanson to adopt Resolution No. 11-44 regarding authorizing the issuance of the Rancho Santiago Community College District (Orange County, California) 2011 General Obligation Refunding Bonds, not to exceed \$36 million and approval of refunding a portion of the district's Series 2003A General Obligation Bond and 2005 Series B bonds, and authorize the Vice Chancellor, Business Operations/Fiscal Services, to sign all required documents on behalf of the district. Discussion ensued. The motion carried unanimously.

5.4 Approval of Santa Ana College and Santiago Canyon College Facilities Master Plans

It was moved by Mr. Yarbrough and seconded by Mr. McLoughlin to approve the revised facilities master plans at SAC and SCC as presented. Discussion ensued. The motion carried unanimously.

5.14 <u>Adoption of Resolution No. 11-42 for Plumbing for Loop Road Extension at</u> Santiago Canyon College

It was moved by Mr. Yarbrough and seconded by Mr. Hanson to approve adoption of Resolution No. 11-42 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Loop Road Extension at SCC as presented. Discussion ensued. The motion carried unanimously.

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5.15 Adoption of Resolution No. 11-43 for Concrete for Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College

It was moved by Mr. Yarbrough and seconded by Mr. McLoughlin to adopt Resolution No. 11-43 for Guy Yocom Construction, Inc., for Bid #1136 for concrete for the Santiago Canyon Road entry and parking lot at SCC as presented. Discussion ensued. The motion carried unanimously.

6.0 GENERAL

Items 6.1 and 6.2 were approved as part of Item 1.6 (Consent Calendar).

6.3 <u>Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients, and Self-Evaluation Timeline</u>

It was moved by Mr. Yarbrough and seconded by Mr. McLoughlin to adopt the self-evaluation survey instrument, the list of designated individuals who will receive the survey, and the self-evaluation timeline. Discussion ensued relating to the analysis of the survey results based on population. It was agreed that adding questions to the self-evaluation survey relating to board meeting attendance will allow board members to better understand the survey results. It was moved by Mr. Hanna and seconded by Mr. Yarbrough to adopt the self-evaluation instrument as revised, the list of designated individuals who will receive the survey, and the self-evaluation timeline. The motion carried unanimously.

6.4 Reports from Board Committees

Mr. Labrado provided a report on the October 6, 2011, Board Facilities Committee meeting.

6.5 Board Member Comments

Mr. Hanna commended SAC on its Latino Heritage month activities and extended appreciation to the teams who worked on the Facilities Master Plan and Accreditation Mid-Term Report for SAC and SCC.

Mr. Yarbrough reported he plans to attend the Association of Community College Trustees (ACCT) Conference in Dallas this week and give a presentation with Mr. Hanna.

Mr. McLoughlin expressed his appreciation to those involved with the development of the Facilities Master Plan and Accreditation Mid-Term Report for SAC and SCC.

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6.5 <u>Board Member Comments</u> – (cont.)

Dr. Chapel reported he attended the SAC Hall of Fame ceremony and asked that a program from the event, which included incredible stories of those honored, be distributed to fellow trustees. He also reported he recently attended a press event held by Congresswoman Loretta Sanchez announcing the award of a STEM grant to SAC and congratulated those involved in working on the grant.

Mr. Conley stated the passage of the Dream Act would be beneficial for students and asked staff to prepare an overview of the effect the legislation would have on the district. He also reported he plans to attend the ACCT Conference in Dallas this week.

7.0 ADJOURNMENT

The annual self-evaluation and regular meeting of the Board of Trustees will be held on Monday, October 24, 2011.

There being no further business, Mr. Conley declared this meeting adjourned at 7:05 p.m.

		Respectfully submitted,	
		Raúl Rodríguez, Ph.D. Chancellor	
Approved:			
	Clerk of the Board		

Minutes approved: October 24, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

То:	Board of Trustees	Date: October 24, 2011
Re:	Review and Discussion of Self-Evaluation Responses from	om Community and Staff
Action:	Information	

BACKGROUND

Board Policy 9022 provides for the Board of Trustees to conduct an annual self-evaluation by November of each year.

ANALYSIS

An evaluation survey was approved by the Board on October 10, 2011 and was distributed to 90 individuals identified in Board Policy 9022. The survey responses are now presented to the board for review. The remaining steps in the evaluation process are as follows:

October 25, 2011 - Board members complete self-evaluation instrument. November 4, 2011

November 14, 2011 Board reviews and discusses tabulated self-evaluation results.

RECOMMENDATION

The survey responses from community and staff are presented to the board for review and discussion.

Fiscal Impact: None Board Date: October 24, 2011

Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services

Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services

Recommended by: Raúl Rodríguez, Ph.D., Chancellor



Rancho Santiago Community College District (RSCCD) Community, Student and Staff Evaluation of Board of Trustees' Operations and Performance

October 2011

Background

The RSCCD Board of Trustees recognizes that it can better perform its policy-making and broad oversight roles if it annually reviews its own internal board operation and performance goals. Prior to the Board's self-evaluation meeting, a survey instrument was made available to individuals including (but not be limited to) the associated student government presidents, presidents of the academic senates, the college presidents, the chancellor, vice chancellors, representatives of the District's employee unions, and community members who serve on the District bond oversight committees or foundations. Input from these individuals will be used by the Board in conjunction with various planning activities to assess the degree to which goals have been met and to continue to refine its planning processes and policies.

The survey instrument was disseminated online to ninety individuals; 32 surveys were completed (a 36% response rate): 6 students, 21 faculty/staff members, 3 community members, and 2 who did not report their affiliation with the District or its colleges. Fifty-seven percent of respondents reported that they regularly attend Board of Trustees meetings; 17% reported that they occasionally attend, 23% rarely, and 7% never attend.

Summary of Findings

The Board is most highly rated (most respondents "agree" or "strongly agree") for:

- Respecting each others' opinions (96%),
- Focusing on policy issues (97%),
- Ensuring compliance with federal and state laws and measures for emergency response (100%),
- Clearly delegating administration of colleges to the Chancellor (97%),
- Acting as an advocate for community colleges (97%), and
- Recognizing and celebrating positive accomplishments of the district and colleges (96%).

The Board is rated lowest on the following issues (fewer than 70% of respondents "agree" or "strongly agree"):

- Understanding of the budget process (64%), and
- The community and District employees' awareness of the elected trustees are and their role in district governance (69%).

Comparisons with 2009 Findings:

In making comparisons between 2009 and 2011 responses, it is important to note that the number of respondents from one survey group to the next was quite different (14 for 2009 and 36 for 2011) and that percentages may fluctuate widely due to the low response counts.

The greatest improvements in "strongly agree" or "agree" responses since the 2009 evaluation survey are:

- Following a procedure for annual evaluations of the chancellor (+42 percentage points),
- Maintaining confidentiality of privileged information (+30 percentage points),
- Understanding that board members have no legal authority beyond board meetings (+32 percentage points), and
- Reaching decisions on the basis of available background data and consideration of recommendations of the Chancellor (+26 percentage points).

The greatest declines in agreement with 2009 evaluation survey are:

- The Board's understanding of the budget process (-16 percentage points),
- The Board's understanding the fiscal condition of the organization and providing fiscal oversight to assure financial stability of the district (-12 percentage points), and

Other Findings:

A significant proportion of survey respondents indicated "not applicable or don't know" as their responses to questions about Board relations with the Chancellor, Presidents, Faculty, and Staff (18% to 70%); care should be taken when considering valid response rates (both increases and decreases) in this category. Additionally, attention may be needed to develop and/or promote a better understanding of these issues.

Detail data follows.

Detail of Findings

2011 Results of the Communi	• /				on of		
Board of Trustees' Operations and Performance Distribution of Valid Responses						∞ 0 ←	a) >
	Strongly the Agree	Agree	Disagree	Strongly Disagree	Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know
	1	2	3	4		A e	Zo
Board Organi	zation an	d Opera	tion				
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	40%	53%	7%	0%	30	1.67	14%
Board members respect each others' opinions.	55%	41%	0%	3%	29	1.52	17%
The board conducts its meetings in compliance with state laws, including The Brown Act.	66%	28%	6%	0%	32	1.41	9%
Board members understand that they have no legal authority beyond board meetings.	37%	50%	7%	7%	30	1.83	17%
Board members regularly seek the opinion of the student trustee.	26%	56%	15%	4%	27	1.96	23%
	olicy Role	9					
Board meetings focus on policy issues that relate to board responsibilities.	38%	59%	3%	0%	32	1.66	9%
The board focuses on policy in board discussion, not administrative matters.	21%	59%	21%	0%	29	2.00	17%
The board is knowledgeable about the mission and purpose of the institution.	41%	53%	6%	0%	32	1.66	6%
The board clearly delegates the administration of the colleges to the chancellor.	45%	52%	3%	0%	31	1.58	11%
The board ensures compliance with federal and state laws and measures for emergency response.	48%	52%	0%	0%	29	1.52	17%
	egic Plani	ning					
The board understands the budget process.	19%	45%	29%	7%	31	2.23	9%
The board gives adequate attention to the mission, goals, and future planning of the district.	26%	55%	19%	0%	31	1.94	9%
The board regularly develops and reviews goals for continuous improvement.	24%	59%	14%	3%	29	1.97	15%
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	20%	50%	27%	3%	30	2.13	9%
The board understands the colleges' educational programs and services.	10%	67%	17%	7%	30	2.20	12%
The board is appropriately involved in defining the vision and goals of the district.	29%	58%	10%	3%	31	1.87	9%
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	29%	64%	4%	4%	28	1.82	18%
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	26%	52%	16%	7%	31	2.03	9%
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	23%	60%	17%	0%	30	1.93	12%

2011 Results of the Community, Student and Staff's Evaluation of Board of Trustees' Operations and Performance							
Board of Trustees' O			Valid Res			50 _	0) 5
	Strongly Agree	Agree 19	Disagree 5	Strongly Disagree	Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know
	Stre Ag	Š		Strd Dis	To	verag	lot ap r dor
D 1 14: 31 4 C	1	2	3	4		A	20
Board relations with the Char	icellor, P	resident	s, Facult	y, and St	an	1 1	ı
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	25%	71%	4%	0%	24	1.79	27%
The board keeps the chancellor informed of community contacts.	60%	40%	0%	0%	10	1.40	70%
The board follows a procedure for annual evaluations of the chancellor.	50%	50%	0%	0%	20	1.50	38%
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	19%	70%	11%	0%	27	1.93	18%
The board and chancellor have a positive, cooperative relationship.	44%	52%	4%	0%	25	1.60	24%
The board understands its role and that of the chancellor, presidents, faculty, and staff.	30%	63%	7%	0%	27	1.78	18%
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	55%	45%	0%	0%	20	1.45	39%
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	40%	50%	10%	0%	20	1.70	39%
The board follows communication procedures with staff.	24%	59%	18%	0%	17	1.94	49%
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	38%	54%	4%	4%	24	1.75	27%
Community F	Relations	– Advoc	acy				
Board members are knowledgeable about community college and state-related issues.	30%	57%	7%	7%	30	1.90	6%
The board acts as an advocate for community colleges.	39%	58%	3%	0%	31	1.65	3%
Board members participate actively in community activities.	36%	46%	11%	7%	28	1.89	13%
Board agendas include legislative and state policy issues that will impact the district.	24%	69%	7%	0%	29	1.83	9%
Board members act on behalf of the entire community.	13%	63%	17%	7%	30	2.17	6%
The board recognizes and celebrates positive accomplishments of the district and colleges.	43%	53%	3%	0%	30	1.60	6%
The board works to build a positive image of the district in the community.	38%	52%	3%	7%	29	1.79	9%
Board members adhere to policies for dealing with college, community citizens, and the media.	33%	67%	0%	0%	24	1.67	25%
The community and district employees are aware of who the elected trustees are and their role in district governance.	14%	55%	17%	14%	29	2.31	9%

2011 Results of the Community, Student and Staff's Evaluation of Board of Trustees' Operations and Performance									
	Distrib	oution of V	Valid Res	ponses		8 (1	a		
	Strongly Agree	Agree	Disagree	Strongly Disagree	Total# Respondents	Average Rating (excluding n/a)	Not applicable or don't know		
	1	2	3	4	R	Av ₍	Not or		
Board Leadership, Eth	Board Leadership, Ethics, and Standards of Conduct								
The board understands collective bargaining and its role in the process.	25%	75%	0%	0%	28	1.75	13%		
The board practices appropriate collegial consultation (participatory governance).	31%	55%	14%	0%	29	1.83	9%		
The board maintains confidentiality of privileged information.	39%	58%	4%	0%	26	1.65	19%		
The board makes decisions in the best interest of students and the colleges.	29%	50%	18%	4%	28	1.96	13%		
The board operates ethically without conflict of interest following established board policies.	33%	58%	4%	4%	24	1.79	25%		
Board members participate in trustee development activities.	41%	55%	5%	0%	22	1.68	31%		

Results of the Community, Student and	d Staff's Ev	aluation of		
Board of Trustees' Operations and Pe	rformance,	2009-2011		
	% "stro	0/ ahamaa		
	2011 Survey 2010 Survey N=32 N=46		2009 Survey N=14	% change from 2009
Board Organization and O	peration			
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	93%	89%	89%	+4%
Board members respect each others' opinions.	96%	89%	78%	+18%
The board conducts its meetings in compliance with state laws, including The Brown Act.	94%	81%	100%	-6%
Board members understand that they have no legal authority beyond board meetings.	87%	79%	55%	+32%
Board members regularly seek the opinion of the student trustee.	82%	60%	57%	+25%
Policy Role				
Board meetings focus on policy issues that relate to board responsibilities.	97%	92%	77%	+20%
The board focuses on policy in board discussion, not administrative matters.	80%	73%	55%	+25%
The board is knowledgeable about the mission and purpose of the institution.	94%	92%	100%	-6%
The board clearly delegates the administration of the colleges to the chancellor.	97%	79%	80%	+17%
The board ensures compliance with federal and state laws and measures for emergency response.	100%	98%	89%	+11%
Strategic Planning	<u> </u>			
The board understands the budget process.	64%	87%	80%	-16%
The board gives adequate attention to the mission, goals, and future planning of the district.	81%	87%	89%	-7%
The board regularly develops and reviews goals for continuous improvement.	83%	75%	63%	+20%
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	70%	77%	60%	+10%
The board understands the colleges' educational programs and services.	77%	74%	60%	+17%
The board is appropriately involved in defining the vision and goals of the district.	87%	86%	66%	+21%
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	93%	97%	89%	+4%
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	78%	92%	89%	-11%
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	83%	80%	70%	+13%

Results of the Community, Student and Board of Trustees' Operations and Pe				
	% "stro			
	2011 Survey N=32		2009 Survey N=14	% change from 2009
Board relations with the Chancellor, Presi	dents, Facul	ty, and Staff		
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	96%	88%	70%	+26%
The board keeps the chancellor informed of community contacts.	100%	100%	88%	+12%
The board follows a procedure for annual evaluations of the chancellor.	100%	88%	58%	+42%
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	89%	76%	63%	+26%
The board and chancellor have a positive, cooperative relationship.	96%	100%	78%	+18%
The board understands its role and that of the chancellor, presidents, faculty, and staff.	93%	78%	70%	+23%
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	100%	93%	78%	+22%
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	90%	85%	72%	+18%
The board follows communication procedures with staff.	83%	67%	66%	+17%
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	92%	88%	77%	+15%
Community Relations – A	dvocacv	•		
Board members are knowledgeable about community college and state-	87%	91%	89%	-2%
related issues. The board acts as an advocate for community colleges.	97%	97%	87%	+10%
Board members participate actively in community activities.	82%	79%	63%	+19%
Board agendas include legislative and state policy issues that will impact				
the district.	93%	84%	78%	+15%
Board members act on behalf of the entire community.	76%	74%	67%	+9%
The board recognizes and celebrates positive accomplishments of the district and colleges.	96%	95%	88%	+8%
The board works to build a positive image of the district in the community.	90%	91%	88%	+2%
Board members adhere to policies for dealing with college, community citizens, and the media.	100%	86%	76%	+24%
The community and district employees are aware of who the elected trustees are and their role in district governance.	69%	58%	56%	+13%
Board Leadership, Ethics, and Stan	dards of Co	nduct		
The board understands collective bargaining and its role in the process.	100%	74%	100%	
The board understands concerve outgaining and its role in the process. The board practices appropriate collegial consultation (participatory governance).	86%	82%	76%	+10%
The board maintains confidentiality of privileged information.	97%	94%	67%	+30%
The board makes decisions in the best interest of students and the colleges.	79%	70%	88%	-9%
The board operates ethically without conflict of interest following established board policies.	91%	87%	67%	+24%
Board members participate in trustee development activities.	96%	90%	84%	+12%

2011 Respondents' Comments

Board's greatest strengths:

- Unified focus on student success
- The board members are clearly concerned about meeting the needs of the students and the impact of the current budget situation on them.
- Support of colleges and its students. It is a reasonable Board.
- The Board operates in a very professional and dignified manner.
- Board members work together well.
- 1) Most of board members work together, 2) Support of Both Colleges & the support of our college presidents, 3) Support of our students, and 4) Support of our staff & faculty
- 1) Its willingness to improve systematically, 2) the working relationship between and among board members, 3) I also believe there is respect for the Chancellor, and the working relationship is good, and 4) I believe the Board keeps abreast of statewide issues and is active in them when appropriate.
- The BOT works, by and large, by consensus. Rarely do they have contentious issues among themselves.
- willingness to express conflicting opinions yet get things done through compromise
- Their knowledge of their role as a trustee. Each member shows a genuine respect for their fellow board members. Their acknowledgement of the accomplishments of faculty, staff and students.
- They have coalesced into a team, respect each other, and care about the community they represent. They took important steps in creating an open self-evaluation process and a strategic planning process in collaboration with the chancellor.
- Collegiality; operates in harmony; most board members are visible within the community and at the colleges (special events & activities)
- Good understanding of each other's concerns and a commitment to the district and students.
- Vision for the community colleges' missions, focus on jobs and integration with the workforce.
- The Board's greatest strengths are the values and the students' input that they receive. The diversity among the board members it is a good example of representation.
- The Board's greatest strengths are their capacity to be able to listen to each other and express their concern through the votes they make.

Major accomplishments of the Board in the past year:

- Fiscal responsibility during this recession no layoffs.
- This year's Board took an active role to allow the colleges to submit curriculum outside of the normal process to allow both colleges to meet their legal requirements established by SB-1440.
- Maintained a steady course during very unpredictable times.
- Building an effective working relationship with the new Chancellor and successfully handling a vacancy on the board.
- 1) Self Evaluation, 2) Hired a knowledgeable college campus experienced Chancellor & the Evaluation of the Chancellor, 3) Accreditation Requirements Completed, 4) Appointed new Board of Trustee member with proper process 5) Support the student fees at \$36 per unit, 6) Support the Master Plans, and 7) Support of the Veteran's Event.
- Goal-setting timelines and processes.
- The Board hired a new chancellor last year.
- They have made a smooth transition to a new chancellor with not too many bumps in the road.
- Appointing a new board member who appears to care about the district and its mission.
- Change duplicity of roles of Foundations to focus on job creation, new chancellor.
- As a student this is the first time I am more involved with the college issues as well as representing the students' interests. However, I strongly believe that the major accomplishments of the Board in the past year are the addition of online courses, making it possible for the students to take as many classes as possible so that they can transfer, obtain a certificate or degree in a reasonable manner and time. The Board keeps trying hard to avoid the budget cuts in a higher degree.

Areas in which the Board could improve:

- The structure of the board meetings (whether intentional or not) is very disrespectful to the public at large in general and incredibly disrespectful in particular to the district employees that attend or who would like to attend. The start time of 4:30 makes it essentially impossible for any individual with standard work hours of 8-5 to be able to attend without leaving work early. A 6:00 start time would be more appropriate. The closed session in the middle of each meeting is likewise disrespectful for any members of the public who are able to attend leaving them waiting for an unknown period of time which can vary from 20 minutes to over two hours on occasion. This lack of respect for the public interest and interested district employees is most unfortunate and should be changed.
- Increase participation in college events.
- I would hope that the Board will continue to seek input from the faculty, students, and classified on many issues including collective bargaining and the budget. The Board always gets information from the administrations perspective but I believe that taking input from all constituent groups will help the board members make more informed decisions.
- They could take more effort to visit the Colleges and Continuing Education centers.
- The Board should look at the budget more closely and ask where excess district reserve funds are located. (Look under water acct.5570 budget \$178,100 actual to \$326,464.) 171 Classified staff employees were laid off and ask the question how many administrators / managers were laid off? We saved the district on the backs of the classified employees. Support more student activities example: Graduation, ASG Awards, Student fundraisers, to see what we are really about and what our students face each year. Keep our campus safe. We pay parking fees now as a condition of employment. (Except CEC faculty) therefore our Safety Department should be able to increase their staff, add more cameras, and add more parking lights. What happen to the Master Plan to improve the Student Center? If the students are our main focus they should be able to have new Student Center. I would like to thank our college presidents for trying to work with what we have. Listen to our presidents and let them lead the vision of their colleges.
- The Board could solicit and consider the input from constituent groups other than the district administration more seriously. Classified staff is never heard from. Faculty give their reports; however, concerns expressed by the faculty are often just referred to administration (even though, they may be the source of the concerns). And often, the Student Trustee may express serious concerns; however, those concerns are set aside in favor of the administration. The BOT needs to take a greater interest in the work being done at the college level by the faculty and staff. Outstanding work done the classified and faculty is often given a lukewarm reception as compared to the status of athletic teams. What is the mission of community colleges? The BOT should make a more careful review of the budgets and their impact on students in addition to the bottom line. The ending balance of the district has grown to over \$47,000,000 over the past few years as we cut, and cut, and cut classes. Class sizes are up while we turn students away. We are told how the budget needs to be cut; and yet, the ending balance gets bigger.
- Listen to your students and staff more and faculty less.
- Understanding of the how the budget reductions are ultimately hurting students and how we should use some of what has been saved to help student more.
- By treating all units (management, faculty & classified staff) equally. By becoming more visible at the colleges. The only time they are ever seen at the colleges is if there is a presentation and they do not spend any time communicating with staff before or after meetings. They should ask more detailed questions about the budget allocations, and review the budget allocations/expenditures for individual accounts. They should be questioning why some categories are consistently over-budgeted year after year.
- 1) Maintaining and expanding its focus on minimizing the impact of reductions on students, 2) Continue to support the Chancellor's efforts to center our effectiveness on student outcome measures, and 3) Take all possible measures to stabilize our organizations during this time of resource scarcity.
- Deeper understanding of how the adopted budget varies from actual spending, and the impact this has on the colleges' operations and on the students.
- Focus on renewable energy jobs, new economy, emerging jobs, business integration.
- Only the same two or three Board members ever attend community events or participate in local community groups
- The areas in which the board could improve are trying attracting more students to the board meetings so that they are aware of what is currently happening in our colleges. Having more interaction with the students is a great way to know more about their concerns.
- The Board could improve by having more board reception-type meetings at the college campuses.



Rancho Santiago Community College District (RSCCD) Community, Student and Staff Evaluation of Board of Trustees' Operations and Performance (by respondents who regularly attend BOT meetings)

October 2011

Background

The RSCCD Board of Trustees recognizes that it can better perform its policy-making and broad oversight roles if it annually reviews its own internal board operation and performance goals. Prior to the Board's self-evaluation meeting, a survey instrument was made available to individuals including (but not be limited to) the associated student government presidents, presidents of the academic senates, the college presidents, the chancellor, vice chancellors, representatives of the District's employee unions, and community members who serve on the District bond oversight committees or foundations. Input from these individuals will be used by the Board in conjunction with various planning activities to assess the degree to which goals have been met and to continue to refine its planning processes and policies.

The survey instrument was disseminated online to ninety individuals; 32 surveys were completed (a 36% response rate): 6 students, 21 faculty/staff members, 3 community members, and 2 who did not specify their affiliation with the District or its colleges.

Fifty-seven percent of respondents (n=17) reported that they regularly attend Board of Trustees meetings (1 student, 14 faculty/staff, 1 member of the community, and 1 who did not specify); those data are included in this report. Because prior years' respondents did not indicate the frequency of attendance at board meetings, cohorts should not be compared across years.

Summary of Findings

Ratings were overwhelmingly positive on all issues addressed in the survey. The Board is most highly rated for:

- > conducting its meetings in compliance with state laws, including the Brown Act,
- > following a procedure for annual evaluations of the Chancellor,
- keeping the Chancellor informed of community contacts,
- > sustaining a strong partnership with, and ongoing support for, the Chancellor, and
- > acting as an advocate for community colleges.

The Board is rated lowest on:

- > understanding the budget process,
- > acting on behalf of the entire community,
- > community and district employees are unaware of who the elected trustees are and their role in district governance, and
- > understanding the budget process and the colleges' educational programs and services.

Other Findings:

A significant proportion of survey respondents indicated "not applicable or don't know" in reference to a number of issues. Attention to these issues may be necessary and/or a better perception of what is being done should be promoted. These issues are:

- ➤ Board keeps Chancellor informed of community contacts (53% "n/a"),
- ➤ Board follows communication procedures with staff (40% "n/a"),
- ➤ Board follows a procedure for annual evaluation of the Chancellor (27% "n/a"), and
- ➤ Board maintains confidentiality of privileged information (27% "n/a").

Detail data follows.

Detail of Findings

2011 Results of the Communic	• /				on of		
Board of Trustees' O	_		Valid Res			b0 ~	
	Strongly Agree	Agree 191	Disagree 93	Strongly Bisagree	Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know
	1	2	3	4	Re	Ave (exc	Not or c
Board Organi				4		4 0	
Board meetings are conducted in a manner in which the purposes are achieved effectively and efficiently.	40%	53%	7%	0%	15	1.67	0%
Board members respect each others' opinions.	60%	33%	0%	7%	15	1.53	0%
The board conducts its meetings in compliance with state laws, including The Brown Act.	67%	27%	7%	0%	15	1.40	0%
Board members understand that they have no legal authority beyond board meetings.	33%	53%	7%	7%	15	1.87	0%
Board members regularly seek the opinion of the student trustee.	29%	50%	21%	0%	14	1.93	7%
Po	olicy Role	•					
Board meetings focus on policy issues that relate to board responsibilities.	47%	47%	7%	0%	15	1.60	0%
The board focuses on policy in board discussion, not administrative matters.	14%	71%	14%	0%	14	2.00	7%
The board is knowledgeable about the mission and purpose of the institution.	50%	43%	7%	0%	14	1.57	0%
The board clearly delegates the administration of the colleges to the chancellor.	47%	47%	7%	0%	15	1.60	0%
The board ensures compliance with federal and state laws and measures for emergency response.	50%	50%	0%	0%	14	1.50	7%
Strate	egic Plan	ning					
The board understands the budget process.	13%	53%	27%	7%	15	2.27	0%
The board gives adequate attention to the mission, goals, and future planning of the district.	27%	53%	20%	0%	15	1.93	0%
The board regularly develops and reviews goals for continuous improvement.	21%	57%	21%	0%	14	2.00	7%
The board has adopted a planning and evaluation process which assures that the educational needs of students and the community are effectively and efficiently met.	13%	60%	27%	0%	15	2.13	0%
The board understands the colleges' educational programs and services.	7%	73%	13%	7%	15	2.20	0%
The board is appropriately involved in defining the vision and goals of the district.	29%	74%	7%	0%	14	1.79	7%
The board understands the financial audit and accepts responsibility for implementation of its recommendations.	27%	67%	7%	0%	15	1.80	0%
The board understands the fiscal condition of the organization and provides fiscal oversight to assure the financial stability of the district.	27%	53%	13%	7%	15	2.00	0%
The board understands the accreditation process and accepts responsibility for implementation of its recommendations.	27%	47%	27%	0%	15	2.00	0%

2011 Results of the Community, Student and Staff's Evaluation of								
Board of Trustees' Operations and Performance								
	Distrib	oution of \	Valid Responses		ts	ing //a)	ble ow	
	Strongly Agree	Agree	Disagree	Strongly Disagree	Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know	
	1	2	3	4	4	Av (e.	Zē	
Board relations with the Char	ncellor, P	resident	s, Facult	y, and St	aff			
The board reaches decisions on the basis of the study of available background data and consideration of the recommendation of the chancellor.	15%	85%	0%	0%	13	1.85	13%	
The board keeps the chancellor informed of community contacts.	71%	29%	0%	0%	7	1.29	53%	
The board follows a procedure for annual evaluations of the chancellor.	64%	36%	0%	0%	11	1.36	27%	
The board understands the difference between its policy and oversight roles and the roles of the chancellor and staff.	20%	73%	7%	0%	15	1.87	0%	
The board and chancellor have a positive, cooperative relationship.	40%	60%	0%	0%	15	1.60	0%	
The board understands its role and that of the chancellor, presidents, faculty, and staff.	33%	60%	7%	0%	15	1.73	0%	
The board sustains a strong board/chancellor partnership and provides ongoing support for the chancellor to foster a strong partnership.	67%	33%	0%	0%	12	1.33	20%	
The board completes the chancellor evaluation process and uses the results to strengthen the chancellor's performance and relationships.	42%	50%	8%	0%	12	1.67	20%	
The board follows communication procedures with staff.	22%	67%	11%	0%	9	1.89	40%	
Trustees work directly with community leaders and elected officials (local, state, national) to address issues/legislation that affect the college district.	42%	50%	8%	0%	12	1.67	20%	
Community F	Relations	– Advoc	cacy					
Board members are knowledgeable about community college and state-related issues.	47%	47%	7%	0%	15	1.60	0%	
The board acts as an advocate for community colleges.	60%	40%	0%	0%	15	1.40	0%	
Board members participate actively in community activities.	50%	36%	14%	0%	14	1.64	7%	
Board agendas include legislative and state policy issues that will impact the district.	40%	63%	7%	0%	15	1.67	0%	
Board members act on behalf of the entire community.	7%	71%	14%	7%	14	2.21	7%	
The board recognizes and celebrates positive accomplishments of the district and colleges.	53%	40%	7%	0%	15	1.53	0%	
The board works to build a positive image of the district in the community.	54%	31%	8%	8%	13	1.69	13%	
Board members adhere to policies for dealing with college, community citizens, and the media.	42%	58%	0%	0%	12	1.58	20%	
The community and district employees are aware of who the elected trustees are and their role in district governance.	14%	57%	21%	7%	14	2.21	7%	

2011 Results of the Community, Student and Staff's Evaluation of Board of Trustees' Operations and Performance								
Dourd of Trustees		oution of '			70	ng a)	<u> </u>	
	Strongly Agree Agree Disagree Strongly Disagree	Total # Respondents	Average Rating (excluding n/a)	Not applicable or don't know				
	1	2	3	4	K	Av (e)		
Board Leadership, Ethics, and Standards of Conduct								
The board understands collective bargaining and its role in the process.	25%	75%	0%	0%	28	1.69	13%	
The board practices appropriate collegial consultation (participatory governance).	31%	55%	14%	0%	29	1.87	0%	
The board maintains confidentiality of privileged information.	39%	58%	4%	0%	26	1.55	27%	
The board makes decisions in the best interest of students and the colleges.	29%	50%	18%	4%	28	1.86	7%	
The board operates ethically without conflict of interest following established board policies.	33%	58%	4%	4%	24	1.69	13%	
Board members participate in trustee development activities.	41%	55%	5%	0%	22	1.50	20%	

2011 Respondents' ("Regularly Attend Board Meetings") Comments

Board's greatest strengths:

- Board presents a unified focus on student success.
- The board members are clearly concerned about meeting the needs of the students and how the current budget situation is impacting them.
- Support of colleges and its students. It is a reasonable Board.
- The board operates in a very professional and dignified manner.
- Most board members work together; they support colleges & our college presidents, students, staff & faculty.
- Board members' willingness to improve systematically, the working relationship between and among board members, respect for the chancellor and the working relationship is good, and I believe the Board keeps abreast of statewide issues and is active in them when appropriate.
- The BOT works, by and large, by consensus. Rarely do they have contentious issues among themselves.
- Their knowledge of their roles as trustees. Each member shows a genuine respect for their fellow board members. Their acknowledgement of the accomplishments of faculty, staff and students.
- They have coalesced into a team, respect each other, and care about the community they represent. They took important steps in creating an open self-evaluation process and a strategic planning process in collaboration with the chancellor.
- Good understanding of each other's concerns and a commitment to the district and students.
- Vision for the community colleges' missions, focus on jobs and integration with the workforce.
- The board's greatest strengths are the values and the students' input that they receive. The diversity among the board members it is a good example of representation.

Major accomplishments of the Board in the past year:

- fiscal responsibility during this recession no layoffs
- This current Board took an active role to allow the colleges to submit curriculum outside of the normal process to allow both colleges to meet their legal requirements established by SB-1440.
- Maintained a steady course during very unpredictable times.
- Building an effective working relationship with the new Chancellor and successfully handling a vacancy on the board.
- Self-evaluation, hired a knowledgeable Chancellor, the evaluation of the Chancellor, accreditation
 requirements completed, appointed new Board of Trustee member with proper process, support the
 student fee increase to \$36 per unit, support of the Master Plans, and support of the Veteran's event.
- Goal-setting timelines and processes.
- The board hired a new chancellor last year.
- Appointing a new board member who appears to care about the district and its mission.
- Change duplicity of roles of foundations to focus on job creation, new chancellor.
- As a student this is the first time I am more involved with the college issues as well as representing the student's interests. However, I strongly believe that the major accomplishments of the board in the past year are the addition of online courses, making it possible for the students to take as many classes as possible so that they can transfer, obtain a certificate or degree in a reasonable manner and time. The board keeps trying hard to avoid the budget cuts in a higher degree.

Areas in which the Board could improve:

- The structure of the board meetings, whether intentional or not, is very disrespectful to the public at large, and incredibly disrespectful, in particular, to the district employees who attend or who would like to attend. The start time of 4:30 makes it essentially impossible for any individual with standard work hours of 8-5 to be able to attend without leaving work early. A 6:00 start time would be much more appropriate. The closed session in the middle of each meeting is likewise disrespectful for any members of the public who are able to attend leaving them waiting for an unknown period of time which can vary from 20 minutes to over two hours on occasion. This lack of respect for the public interest and interested district employees is most unfortunate and should be changed.
- more participation in college events
- I would hope that the Board will continue to seek input from the faculty, students, and classified on many issues including collective bargaining and the budget. The Board always gets information from the administrations perspective but I believe that taking input from all constituent groups will help the board members make more informed decisions.
- The Board should look at the budget more closely and ask where excess district reserve funds are located. (Look under water account #5570 was budgeted \$178,100 yet actual expenditure is \$326,464.) 171 Classified staff employees were laid off and ask the question how many administrators managers were laid off. We saved the district on the backs of the classified staff. Support more student activities: graduation, ASG Awards, and student fundraisers to see what we are really about and what our students face each year. Keep our campus safe. We now pay required parking fees (except CEC faculty) therefore our Safety Department should be able to increase their staff, add more cameras, add more parking lights. What happen to the Master Plan to improve the Student Center? If the students are our main focus they should be able to have new Student Center. I would like to thank our college presidents for trying to work with what we have. We need to listen to our presidents and let them lead the vision of their colleges.
- The Board could solicit and consider the input from constituent groups, other than District administration, more seriously. Classified staff is never heard from. Faculty gives their reports; however, concerns expressed by the faculty are often just referred to administration (even though they may be the source of the concerns). And often, the Student Trustee may express serious concerns which are then set aside in favor of the administration. The BOT needs to take a greater interest in the work being done at the college level by the faculty and staff. Outstanding work done the classified and faculty is often given a lukewarm reception as compared to the status of athletic teams. What is the mission of community colleges? The BOT should make a more careful review of the budgets and their impact on students in addition to the bottom line. The ending balance of the district has grown to over \$47,000,000 over the past few years as we cut, and cut, and cut classes. Class sizes are up while we turn students away. We are told how the budget needs to be cut; and yet, the ending balance gets bigger and bigger.
- By treating all units (management, faculty & classified staff) equally. By becoming more visible at the colleges. The only time they are ever seen at the colleges is if there is a presentation and they do not spend any time communicating with staff before or after meetings. They should ask more detailed questions about the budget allocations. Instead of just looking at the budget they are adopting, they should review the budget allocations/expenditures for individual accounts. They should be questioning why some categories are consistently over-budgeted year after year.
- Deeper understanding of how the adopted budget varies from actual spending, and the impact this has on the colleges' operations and on the students.
- Focus on renewable energy jobs, new economy, emerging jobs, business integration.
- The areas in which the Board could improve is trying to attract more students to the board meetings so that they are aware of what is currently happening in our colleges and, generally, having greater interaction with the students is a good way to know more about their concerns.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

TO HUMAN RESOURCES DOCKET MANAGEMENT/ACADEMIC October 24, 2011

FACULTY

Final Salary Placements

Bailey, Denise Effective: August 15, 2011 Assistant Professor, Chemistry Final Placement: VII-11 \$88,296/Year

Math and Sciences Division Santiago Canyon College

Shweiri, Gabriel Effective: August 15, 2011 Assistant Professor, Marketing/ Final Placement: IV-11 \$80,476/Year

Management/International Business

Business Division Santa Ana College

Changes of Classification

Fajardo, Lourdes Effective: August 16, 2010

Associate Professor, Spanish
Library, Arts, Humanities and
To: Class V

Social Sciences Division Santiago Canyon College

Granitto, James Effective: August 16, 2010

Associate Professor, Philosophy
Library, Arts, Humanities and
To: Class V

Social Sciences Division Santiago Canyon College

<u>Leaves of Absence</u>

Sanchez, Gabriela Effective: September 29 – December 10, 2011 Coordinator, Tutoring Reason: Unpaid Family Medical Leave

Extended Opportunities Programs

and Services

Special Services Division Santiago Canyon College

Smith, John Effective: January 17 – May 19, 2012

Professor, Math Reason: Banked Leave (15 LHE)

Math and Sciences Division Santiago Canyon College

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET October 24, 2011

FACULTY (CONT'D)

Leaves of Absence (cont'd)

Yorba, Joseph
Associate Professor, Math
Effective: January 17 – May 19, 2012
Reason: Banked Leave (15 LHE)

Math and Sciences Division Santiago Canyon College

Stipends

Huck, Todd Effective: August 22, 2011

Professor, English

Humanities and Social Sciences Division

Santa Ana College

Amount: \$3,050.00

Reason: Coordinate Staff Development

Workshops (Special Project Funded)

Huck, Todd Effective: January 23, 2012 Professor, English Amount: \$3,050.00

Humanities and Social Sciences Division

Amount: \$3,050.00

Reason: Coordinate Staff Development

Santa Ana College Workshops (Special Project Funded)

McKowan-Bourguignon, LisaEffective: September 19, 2011Assistant Professor, MathAmount: \$600.00Science and Math DivisionReason: Program Facilitation

Santa Ana College (Special Project Funded)

Scott, Randy
Associate Professor, Math
Effective: August 18, 2011
Amount: \$500.00

Math and Science Division
Santiago Canyon College
Reason: Staff Development
(Special Project Funded)

Vargas, Martha Effective: August 22, 2011

Coordinator, University Transfer Center

Counseling Division

Santa Ana College

Amount: \$1,525.00

Reason: Curriculum Planning and
Development (Special Project Funded)

Vargas, Martha Effective: January 23, 2012

Coordinator, University Transfer Center

Counseling Division

Santa Ana College

Amount: \$1,525.00

Reason: Curriculum Planning and
Development (Special Project Funded)

Williams, Alison Effective: August 18, 2011

Associate Professor, Math
Math and Science Division
Santiago Canyon College
Amount: \$100.00
Reason: Staff Development
(Special Project Funded)

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKETOctober 24, 2011

Page 3

FACULTY (CONT'D)

Stipends (cont'd)

Wright, Kelley
Associate Professor, Math
Associate Professor, Math
Amount: \$100.00
Math and Science Division
Santiago Canyon College

Effective: August 18, 2011
Amount: \$100.00
Reason: Staff Development
(Special Project Funded)

Part-time Hourly Hires/Rehires

Aguirre, Shellyn
Counselor, DSPS
Effective: October 10, 2011
Hourly Lab Rate: II-3 \$46.17

Student Services Santa Ana College

Davis, Stewart Effective: January 17, 2012 Instructor, Public Works (equivalency) Hourly Lecture Rate: I-3 \$51.73

Business & Career Technical Education Division

Santiago Canyon College

Dongell, Robert Effective: January 16, 2012
Instructor, English Hourly Lecture Rate: II-4 \$57.03

Humanities and Social Sciences Division

Santa Ana College

Diller, Jeffrey Effective: January 16, 2012 Instructor, English Hourly Lecture Rate: II-3 \$54.32

Humanities and Social Sciences Division

Santa Ana College

Lechuga, Hector Effective: January 16, 2012

Instructor, Mathematics Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Science and Mathematics Division

Santa Ana College

Moran, Erin Effective: October 5, 2011
Instructor, Anthropology Hourly Lecture Rate: III-3 \$57.03

Humanities and Social Sciences Division

Santa Ana College

Nighswonger, Dave Effective: October 25, 2011

Instructor, Criminal Justice Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Human Services & Technology Division

Santa Ana College

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET October 24, 2011

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FACULTY (CONT'D)

Part-time Hourly Hires/Rehires

Perez, Jose Effective: October 4, 2011 Instructor, Welding Technology Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97 Human Services & Technology Division

Santa Ana College

Walker, Ronald Effective: October 25, 2011 Instructor, Criminal Justice Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Human Services & Technology Division Santa Ana College

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET CLASSIFIED OCTOBER 24, 2011

CLASSIFIED

Change in Position

Adams, Jennie Effective: January 1, 2011

From: Information System Specialist Grade 15, Step 4 + 5PG \$5161.33

To: Admissions/Records Tech Specialist (Reclass #667)

Temporary Assignment

Dorin, Mirela Effective: 09/29/11 – 10/11/11

Administrative Secretary/ Business Div. Grade 12, Step 6 + 2.5% L + 3PG \$4909

SAC

Lopez, Felipe Effective: 10/01/11 – 12/31/11 Gardener-Utility Worker/ Admin. Services/ Grade 8, Step 4 + 2.55L \$3625

SAC

Torres, Jetzamina Effective: 09/06/11 – 06/30/12 Director, CITD/ Educational Services/ Grade F, Step 1 + 6PG \$7359

District Interim Supervisory

CLASSIFIED HOURLY

New Appointment

Neri, Yazmin Effective: October 17, 2011

Instructional Assistant (CL11-0303) Up to 19 Hours/Week School Session

Orange Education Center Grade 5, Step A \$15.64/Hour

TEMPORARY ASSIGNMENT

Nalepa, Annise Effective: 11/25/11 – 11/26/11

Athletic Trainer/ Therapist/ Exercise

Science/ SAC

HUMAN RESOURCES CLASSIFIED DOCKET OCTOBER 24, 2011

Page 2

Change in Temporary Assignment

Perez, Lakyshia Effective: 07/05/11 – 06/15/12

Student Program Specialist/ Student

Affairs/ SAC

Additional Hours for On Going Assignment

Clarke, Kevin Effective: 07/01/11 – 12/16/11

Bookstore Storekeeper/ Auxiliary Not to exceed 19 consecutive days in any

Services/SAC given period.

Substitute Assignment

Perez, Lakyshia Effective: 09/18/11 – 10/24/11

Student Program Specialist/ Student

Affairs/ SAC

MISCELLANEOUS POSITIONS

Figueroa, Miguel Effective: 10/14/11

Community Services Presenter/ SAC

Luh, Bing Effective: 10/10/11

Community Services Presenter/ SAC

Rivas Segovia, Ana Effective: 10/17/11 - 06/30/12

Child Dev. Intern I/ Child Dev. Services/

SAC

Salcido, Denise Effective: 08/31/11 - 06/30/12

Presenter III/ Corporate Training/ District

Instructional Associates/Associate Assistants

Criminal Justice

Petralia, Nathan Effective: 10/25/11

Exercise Science

Rico Barajas, Andres Effective: 10/17/11

HUMAN RESOURCES CLASSIFIED DOCKET OCTOBER 24, 2011

COMMUNITY SERVICE PRESENTERS

Stipends Effective September 11 – October 10, 2011

Adams, Stephanie	Amount: \$	66.55
Bradley, Sabrina	Amount: \$	206.80
Burns, Brigitte	Amount: \$	26.32
Clary, Ling Ling	Amount: \$	5 1,155.00
Crowley, Debra	Amount: \$	3 210.00
Drew, John	Amount: \$	5 103.78
Dumon, Dori	Amount: \$	470.00
Eyre, John	Amount: \$	5 146.16
Friebert, Martin	Amount: \$	660.00
Glicksir, Barbara	Amount: \$	5 1,120.00
Hall Patterson, Kris	Amount: \$	5 1,267.76
Hardy, Kamillia	Amount: \$	689.04
Harriger, James	Amount: \$	81.43
Harriger, James	Amount: \$	87.98
Hogue, Tom	Amount: \$	5 1,776.60
Krusemark, LeeAnne	Amount: \$	5 110.66
Magno, Anthony	Amount: \$	324.00
O'Connell, Jalon	Amount: \$	57.90
South, Jammie	Amount: \$	163.56

VOLUNTEERS

Arredondo, Mayra Effective: 10/25/11 - 06/30/12

Non Student/ Counseling/ SAC

SANTA ANA COLLEGE STUDENT ASSISTANT LIST

Effective: 10/03/11-06/30/12 Aguilera, Rubyitsel Arrieta, Christopher Effective: 10/04/11-06/30/12 Asrat, Betelihem Mengistu Effective: 10/11/11-06/30/12 Castaneda, Maria De Jesus Effective: 10/11/11-06/30/12 De La Riva, Jacklynn Sophia Effective: 10/03/11-06/30/12 Delgado, Linda Melissa Effective: 10/11/11-06/30/12 Flores, Anthony Michael Effective: 10/05/11-06/30/12 Gallardo, Christopher Lucas Effective: 10/11/11-06/30/12 Garcia Guevara, Norma Effective: 10/11/11-06/30/12 Gonzalez, Joshua Effective: 09/27/11-06/30/12 Hoang, Xuan Thi Huong Effective: 10/11/11-06/30/12 Navarro, Lizbeth Irene Effective: 10/11/11-06/30/12 Nguyen, Khanh Linh Phan Effective: 10/04/11-06/30/12 Nguyen, Khoa Effective: 10/05/11-06/30/12 Phan, Anh Thi Phuong Effective: 09/27/11-06/30/12 Sanchez, Evelyn Effective: 09/27/11-06/30/12 Sanchez, Lucero Monserrat Effective: 09/26/11-06/30/12 Zavala, Andrea Danielle Effective: 10/04/11-06/30/12

Conference Docket No. 3.3

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

BOARD MEMBERS (to be approved)

STUDENT SENATE FOR CALIFORNIA COMMUNITY COLLEGES – FALL 2011 GENERAL ASSEMBLY San Jose, California – November 3-6, 2011 1 Board Member (Andrew Hanson)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Services and Technology Division

То:	Board of Trustees	Date: October 24, 2011
Re:	Approval of Amendment #5 to CJA Agreement – Co	ounty of Orange
Action:	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-nine (39) years. The current agreement was established in September, 2007. This amendment will allow the County to pay the increased state tuition rate that was enacted August 15, 2011.

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None Board Date: October 24, 2011	
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs	
	Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	

AMENDMENT NUMBER FIVE TO AGREEMENT N1000009185 BETWEEN THE **COUNTY OF ORANGE** AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DBA: SANTA ANA COLLEGE

This AMENDMENT NUMBER FIVE to CONTRACT number N1000009185 (hereinafter "AMENDMENT NUMBER FIVE") between the County of Orange, a political subdivision of the state of California (hereinafter "COUNTY") and Rancho Santiago Community College District dba: Santa Ana College (hereinafter "CONTRACTOR") with a place of business at 2323 North Broadway, Santa Ana, CA 92706, is made and entered upon execution of all necessary signatures.

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR executed CONTRACT for Registration and Tuition Fees for Criminal Justice Academy Classes, Contract N1000009185 (hereinafter "ORIGINAL AGREEMENT"), for a one-year term of September 18, 2007 through September 17, 2008;

WHEREAS, COUNTY and CONTRACTOR renewed Contract N1000009185, as Contract N2000009185 (hereinafter "AMENDMENT NUMBER ONE"), for a one (1) year term of September 18, 2008 through September 17, 2009;

WHEREAS, COUNTY and CONTRACTOR renewed Contract N2000009185, as Contract MA-060-10010181 (hereinafter "AMENDMENT NUMBER TWO"), for a one (1) year term of September 18, 2009 through September 17, 2010;

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

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

Folder: 579160

Rancho Santiago Community College District

dba: Santa Ana College

SAC 09-001D

MA-060-12010183

WHEREAS, COUNTY and CONTRACTOR desire to amend ORIGINAL AGREEMENT to reflect the increase in California College Tuition fees from \$26.00/unit to \$36.00/unit, effective 8/15/2011 and Contract shall not exceed \$150,000.00/year;

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

1. ARTICLES

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

Attachment A

Scope of Work:

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

2. District shall provide the following Classes:

Cl	LASS	UNITS	FEE
a.	Basic Academy	24.0	\$864.00
b.	Correction Officer Core Class	3.0	\$108.00
c.	Reserve Level III	3.0	\$108.00
d.	Reserve Academy Program	0.2-6.0	\$7.20-\$216.00
e.	Basic Narcotics Investigation	2.0	\$72.00
f.	Coroner Course	3.0	\$108.00

Contract shall not exceed \$150,000.00/year.

- 2. A true and correct copy of the ORIGINAL AGREEMENT (Contract N1000009185) is attached hereto as Exhibit A and incorporated by this reference.
- 3. A true and correct copy of AMENDMENT NUMBER ONE (Contract N2000009185) is attached hereto as Exhibit B and incorporated by this reference.
- 4. A true and correct copy of AMENDMENT NUMBER TWO (Contract MA-060-10010181) is attached hereto as Exhibit C and incorporated by this reference.

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Rancho Santiago Community College District

MA-060-12010183

2

dba: Santa Ana College

SAC 09-001D

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

(Signature page follows)

Folder: 579160 Rancho Santiago Community College District

dba: Santa Ana College

SAC 09-001D

MA-060-12010183

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FIVE to Contract N1000009185.

By:	Community College District dba: Santa Ana College Vice Chancellor, Business Opera	tions & Fiscal
Print Name: Peter J. Harda	sh Date:	Services
	Community College District dba: Santa Ana College	
	Title:	
Print Name:	Date:	
must be either the Chairman of the B	ist be signed by two corporate officers. The first signature oard, President, or any Vice President. The second signature t secretary, the Chief Financial Officer, or any assistant	
County Of Orange		
A political subdivision of the State of	California	
Ву:	Title:	
	Date:	
Approved as to Form Office of the County Counsel Orange County, California		
By:		
DATED:		

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Rancho Santiago Community College District

dba: Santa Ana College

SAC 09-001D

MA-060-12010183

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: October 24, 2011
Re:	Approval of OTA Agreement Renewal – Speci Therapy Training Program	tal Services for Group – Occupational
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Special Services for Group – Occupational Therapy Training Program in Torrance, California.

Fiscal Impact:	None	Board Date: October 24, 2011
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs	
	Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., F	resident, Santa Ana College
Recommended by:	Raúl Rodriguez,Ph.D., Chan	cellor, RSCCD

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the _____25th day of October, 2011_____ by and between Special Services for Group-Occupational Therapy Training Program, hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

4. For Student Workmen's Compensation:

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **PERIOD OF AGREEMENT, TERMINATION**

A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

District: Rancho Santiago Community College District

Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706 Agency: Special Services for Group
Occupational Therapy Training Program
Special Services for Group – Occupational
Therapy Training Program
19401 S Vermont Ave., Ste A-200
Torrance, CA 90502

Peter J. Hardash Vice Chancellor Business Operations & Fiscal Services

Suzanne Afuso-Sugano Division Director

	4.3	
NO.		

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: October 24, 2011
Re:	Approval of OTA Agreement Renewal – Vibra Healthcare/Ballard Rehabilitation Hospital	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Vibra Healthcare/Ballard Rehabilitation Hospital in San Bernardino, California.

Fiscal Impact:	None	Board Date: October 24, 2011
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs	
	Bart Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., I	President, Santa Ana College
Recommended by:	Raúl Rodriguez, Ph.D., Cha	ncellor, RSCCD

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 1st day of July, 2011 by and between Vibra Healthcare/Ballard Rehabilitation Hospital, hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

Agency signers of this agreement, is prohibited.

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

SAC 11-044

PART VI. **PERIOD OF AGREEMENT, TERMINATION**

A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

District: Rancho Santiago Community College District	Agency:
Rancho Santiago Community College	Ballard Rehabilitation Hospital
District	Address:
	1760 West 16th Street
2323 N. Broadway	San Bernardino, Calif. 92411
Santa Ana, CA 92706	,
Peter J. Hardash Vice Chancellor Business Operations & Fiscal Services	Person Respons Edward C. Palacios, RN, MPH Title: Hégional Chief Executive Officer
Date:	Date: 6/6/11

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

То:	Board of Trustees	Date: October 24, 2011
Re:	Approval of OTA Agreement Renewal – Greater Ana	aheim SELPA
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Greater Anaheim SELPA in Buena Park, California.

Fiscal Impact:	None	Board Date: October 24, 2011	
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs		
	Bart Hoffman, Dean of Hun	nan Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD		

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 25th day of October, 2011 by and between Greater Anaheim SELPA, hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Insurance:

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

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

District: Rancho Santiago Community College District	Agency: Greater Anaheim SELPA	
Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706	Greater Anaheim SELPA 7300 La Palma Ave. Bldg. 6 Buena Park, CA 90620	
Peter J. Hardash Vice Chancellor Business Operations & Fiscal Services	Patricia Polcyn, OTR/L Coordinator OT/PT Dept	
	Frank Donovan Ed. D Executive Director	
Date:	Date:	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

То:	Board of Trustees	Date: October 24, 2011
Re:	Approval of OTA New Agreement – Kindred R	dehab Services, Inc., d/b/a RehabCare
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Kindred Rehab Services, Inc, d/b/a RehabCare in Louisville, Kentucky.

Fiscal Impact:	None	Board Date: October 24, 2011	
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs		
	Bart Hoffman, Dean of Human Services & Technology		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodriguez, Ph.D., Chancell	or, RSCCD	



CLINICAL EDUCATION AGREEMENT

THIS CLINICAL EDUCATION AGREEMENT ("Agreement") is entered into and effective as of the 25th day of October, 2011(the "Effective Date") by and between Rancho Santiago Community College District on behalf of Santa Ana College("District") and Kindred Rehab Services, Inc., d/b/a RehabCare ("RehabCare").

RECITALS:

WHEREAS, District has established and maintains academic programs dedicated to educating students in healthcare disciplines ("Program") and as part of the District's academic programs, seeks to provide its students (individually referred to herein as "Student" and collectively "Students") with a clinical education experience at an operating healthcare District;

WHEREAS, RehabCare provides therapy services at hospitals, and nursing and rehabilitation centers across the country at which Students may receive clinical experience ("Clinical Education Setting"); and

WHEREAS, the District and RehabCare desire to foster the education of therapists to promote the availability of qualified therapists to serve the region and the country and have determined that the training of qualified therapists may best be accomplished by mutual assistance.

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

1. District's Responsibilities.

- a. <u>Supervision and Control</u>. District will maintain primary responsibility for the instruction and supervision of Students through its appropriately licensed and/or credentialed faculty members and associated personnel ("Supervisors"). Resident care services will remain under the management and control of the Clinical Education Setting. The Supervisors shall attend periodic staff meetings as requested by RehabCare to become familiar with RehabCare's policies and procedures as well as those of the Clinical Education Setting and will support the Clinical Education Setting and RehabCare's quality assurance initiatives.
- b. <u>Preparation of Students for Clinical Placement</u>. The District shall assure, through qualified faculty that each Student assigned to RehabCare is prepared to act in an acceptable and professional manner in the Clinical Education Setting and in a manner that comports with the Students' selected practice discipline. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what the Student will observe and/or perform during the clinical placement; and (ii) demonstrating an appreciation of the nature and seriousness of the work the Student will observe and/or perform.
- c. <u>Assigning Students to RehabCare</u>. After receiving from RehabCare the number of placements available for Students, the District shall select Students to be assigned to the applicable Clinical Education Setting. The District shall notify RehabCare of the Students assigned to RehabCare, and each Student's availability for participation in the Program at the designated Clinical Education Setting.
- d. <u>Program Coordinator</u>. The District shall appoint a faculty member to serve as the Program's coordinator ("Program Coordinator"). The District shall communicate the Program Coordinator's name, title and telephone number to RehabCare.

- e. <u>Accreditation and Licensure</u>. The District shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational District; (ii) all licensures and approvals necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Program(s) from the accrediting organization specified in the applicable Program Memorandum. The District shall promptly notify RehabCare of any change in its accreditation or licensure status.
- f. <u>Compliance with Policies and Procedures</u>. The District will require that its employees, agents and Students (as a condition of successful completion of the Program) comply with the policies and procedures of RehabCare and the applicable policies and procedures of the Clinical Education Setting. This requirement shall include compliance with the policies and procedures that govern the confidentiality of residents' protected health information and that of the Clinical Education Setting and RehabCare's business operations.
- g. Compliance Program. District and its Students acknowledge awareness of Kindred's Code of Conduct and Compliance Program as Kindred is the parent company for RehabCare. The Code of Conduct is available at RehabCare's parent web site, which is located at http://kindredhealthcare.com/InvestorInfo/home.asp. District and Students agree to comply with the Summary Code of Conduct and shall comply with all federal, state and local regulations applicable to this Agreement. Each party represents that it, its employees and District's Students are not currently excluded from, and have not been convicted of, any conduct in violation of any federal health care program or any other state or federal government payment program. Each party agrees that if the Office of the Inspector General ("OIG") or General Services Administration ("GSA") excludes it, its employees or any of District's Students, the excluded/affected party shall notify the other party within ten (10) days of such exclusion or upon notice of same, whichever is sooner. In the event of such notice, the representatives for each party agree to timely meet to determine any necessary action to be taken.
- h. Students' Communicable Disease Certification. By execution of this Agreement, District certifies that the Students selected for placement in the Clinical Education Setting are enrolled at the District and have submitted to District a completed certification attesting that the Students do not presently have a communicable disease or communicable health problem that has the potential to jeopardize the health of patients or employees who reside and work in the Clinical Education Setting. The District hereby agrees to notify RehabCare if any Student contracts or becomes aware that he or she has a communicable disease or communicable health problem that has the potential to jeopardize the health and safety of patients and/or individuals who work in the Clinical Education Setting.
- i. <u>Students' Bloodborne Pathogens Education Verification</u>. The District shall provide to RehabCare written verification that each Student participating in the Program has completed OSHA Bloodborne pathogens and HIV/AIDS education as required by the Federal Register 1910.1030 of December 1991.

2. RehabCare's Responsibilities.

- a. <u>Designation of Representative</u>. RehabCare shall designate an individual to whom District and Students may refer for needed direction and approvals.
- b. <u>Number of Student Placements</u>. RehabCare will obtain the necessary authorizations and approvals from the management of the Clinical Education Setting for the purpose of determining the number of Students it may accept for clinical placement under this Agreement. RehabCare shall communicate such capacity to the District before Students may be assigned to the Clinical Education Setting.
- c. <u>Criminal Background Checks</u>. RehabCare requires and shall obtain criminal background checks on all Students in advance of placing Students in a Clinical Education Setting. RehabCare may refuse placement or continuation in the Program of any Student RehabCare believes, in its sole discretion, may place patients,

employees, and/or visitors at risk or would be barred from employment with RehabCare or the Clinical Education Setting.

- d. <u>Orientation</u>. RehabCare shall provide the District's Program Coordinator and Students with an orientation to the Clinical Education Setting to include applicable policies and procedures of the Clinical Education Setting and RehabCare.
- e. <u>Student Access to RehabCare and Patients</u>. The Clinical Education Setting shall afford access by Students to patients and their medical records as reasonably required to support the Students' clinical development and as permitted under applicable law. RehabCare reserves the right to refuse patient access to any Student who does not meet, in RehabCare's reasonable determination, professional standards that govern safety, health and proper conduct.
- f. Qualifications and Approvals. RehabCare shall maintain, at all times during the term of this Agreement, the qualifications and approvals necessary to meet the terms of this Agreement.
- g. <u>No Remuneration</u>. Students shall not receive remuneration or bill for any services involving the Program or clinical education experience.
- 3. <u>Joint Responsibilities</u>. In addition to the responsibilities described elsewhere in this Agreement, the District and RehabCare shall have the following joint responsibilities.
- a. <u>Supervision and Evaluation of Students</u>. The District and RehabCare shall work cooperatively, in good faith, in an effort to provide the necessary supervision of Students participating in the clinical education experience. Both parties shall reinforce to Students: (i) the seriousness of the clinical education experience, including the Students' impact on patients' wellbeing; (ii) the importance of abiding by RehabCare's rules and policies and procedures and the rules and applicable policies and procedures of the Clinical Education Setting; and (iii) the confidentiality of and requirement to protect patients' identities and health information. The District shall, if RehabCare so desires, assure prompt feedback to RehabCare regarding the evaluations of the Students' participating in the Program. Upon request, RehabCare shall timely provide feedback to the District regarding Students' performance.
- b. <u>Review and Evaluation of Affiliation</u>. The District and RehabCare agree to review its affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet the goals of the Program.

4. Student Responsibilities.

- a. <u>Conduct</u>. While participating in the Program and when in the Clinical Education Setting, the Student at all times shall conduct him or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Students shall refrain from the use of alcohol and illicit drugs that have the potential to impair the Student's ability to participate in the Program and shall not under any circumstances bring a firearm or other weapon on to the premises of the Clinical Education Setting.
- b. Attendance and Timeliness. Student shall report promptly to RehabCare's designated representative at the assigned place and time. Student shall immediately inform RehabCare's designated representative and the District of Student's inability to report to the Clinical Education Setting as assigned.
- c. <u>Students' Physical Examination</u>. Students shall satisfy the same physical examination requirements as are applied to RehabCare's employees and furnish written documentation of compliance.

- d. <u>Dress and Identification</u>. Students shall conform to the dress code as directed by RehabCare and display proper identification at all times.
- e. <u>Personal Expenses</u>. While participating in the Program, Students shall be responsible for all personal expenses such as meals, travel, medical care and incidentals.
- 5. Status of the District, RehabCare and Students. Students are participants in an educational program and shall not be considered as or a replacement for the staff of RehabCare or the Clinical Education Setting. No Student nor any employee, agent or representative of the District is or shall be considered an agent, employee, a borrowed servant, partner of or party to a joint venture with RehabCare. The District is not a partner or agent of RehabCare, its parent or any of its affiliates. RehabCare and its parent or affiliated companies are not partners or agents of the District. Neither RehabCare nor the District will act or hold itself out to third parties as a partner, employee, or agent of RehabCare in the provision of services under this Agreement. District and RehabCare will not incur any financial obligation on behalf of each other.

6. Term and Termination.

- a. <u>Term</u>. This Agreement shall be effective as of the Effective Date for a term of one (1) year ("Term"), and shall automatically renew annually for a one (1) year period ("Renewal Term"), unless otherwise terminated as provided herein.
 - b. <u>Termination</u>. Notwithstanding Paragraph 6(a) above, this Agreement may be terminated as follows:
- i. <u>By Mutual Agreement</u>. The District and RehabCare may terminate this Agreement at any time upon written mutual agreement.
 - ii. Immediate Termination.
- (a) The District may immediately terminate this Agreement if the Clinical Education Setting at which the Program is provided fails to maintain the necessary accreditations and/or licenses as required herein.
- (b) RehabCare may terminate this Agreement immediately upon written notice to the District if the District fails to maintain the necessary accreditations and licensure; violates any regulatory requirements as set forth below in Paragraph 10; or in the event representatives of the Clinical Education Setting at which the Program is located request or direct the termination of the Program.

7. Additional Provisions.

- a. <u>Liability</u>. To the extent permitted by law, each party agrees to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement.
- b. <u>Survival</u>. This Paragraph 7 shall continue beyond the expiration, non-renewal or termination of this Agreement.

8. Insurance.

a. <u>District.</u> District shall have, for all periods of time pertinent to this Agreement, in effect for itself, and for the Students, Supervisors and all other employees, agents and representatives of District involved with the clinical observation and experience program at the Clinical Education Setting ("Related Parties") comprehensive general liability and professional liability insurance with limits of not less than \$1,000,000 per occurrence or claim and shall furnish to RehabCare on or before the Effective Date of this Agreement certificate(s) from the insurance carrier(s) evidencing such coverage and stating that the insurance carriers will not cancel the policies or change insurance limits or fail to renew the policies without giving RehabCare at least thirty (30) days written advance notice. This covenant shall include the obligation to acquire "tail" coverage for any "claims made" policy as

necessary until any applicable statute of limitation shall have expired. District shall advise RehabCare in writing at least thirty (30) days in advance of the cancellation or non-renewal of any insurance policy referred to above.

- b. <u>RehabCare</u>. RehabCare will at all times throughout the Term and any Renewal Term maintain liability insurance for services provided under this Agreement. During the Term or any Renewal Term of the Agreement, RehabCare shall provide maintain, at its sole cost and expense, comprehensive general public and professional liability and property damage insurance in an amount adequate to cover any associated risks.
- 9. Notices; Consents. All notices, consents or other communications that either party is required or may desire to give to the other under this Agreement shall be in writing and shall be given by facsimile, personal delivery, or by deposit, postage prepaid, in the United States mail, certified or registered mail, return receipt requested, addressed to the parties at their respective address set forth below:

If to the District:

Santa Ana College

Occupational Therapy Assistant Program

Attn: Fieldwork Coordinator

1530 West 17th Street Santa Ana, CA 92706

If to RehabCare:

Barbara Wallace RehabCare

680 South Fourth Street Louisville, KY 40202 Fax: (502) 596-4871

Any notice sent in compliance with this provision shall be deemed to have been given upon the earlier of receipt or three (3) days after mail deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

- 10. Regulatory Requirements. RehabCare and the District will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, rules, and regulations of RehabCare and the healthcare facility at which the Program is located, the applicable standards of the Joint Commission on Accreditation of Healthcare Organizations (if applicable), and all currently accepted and approved methods and practices. The parties expressly agree that nothing contained in this Agreement shall require the District to refer any patients to RehabCare or the healthcare facility at which the Program is located. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.
- 11. Non-Exclusive. The parties agree that the District shall be free to enter into similar agreements with other facilities, and that RehabCare shall be free to enter into similar agreements with other educational Districts.
- 12. <u>Non-Discrimination</u>. The District and RehabCare shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, veteran's status, sexual orientation or national origin, or any other basis protected by federal, state or local law in any actions taken as a result of this Agreement.
- 13. Confidential and Proprietary Information. Except as otherwise provided herein, the parties agree that they will not disclose confidential or proprietary information of the other party, or the other party's affiliates, to any third-party without the written consent of the other party; provided, that a party may disclose confidential information: (i) to its, and its affiliates' officers, directors, employees and legal counsel, in each case to the extent the same have a need to know such confidential information; (ii) as necessary in connection with the enforcement

of this Agreement or any agreement to be entered into hereunder, or otherwise in connection with legal proceedings, regulatory requirements or as otherwise required under applicable law, except that a party shall seek to limit disclosure and maintain confidential treatment to the extent practicable in connection with any legal proceeding (e.g., by seeking to file pleadings under seal and by allowing the other party to seek a protective order); and (iii) as required under the rules and regulations of the Securities and Exchange Commission or of any securities exchange on which securities of such party are traded, provided that the other party shall have been furnished a copy of the text of the proposed disclosure in advance of such disclosure and been given an opportunity to comment on such disclosure which is reasonable under the circumstances, and the disclosing party shall have made any reasonable modifications to such disclosure as requested by such party. In addition, neither party shall make use of the other's name(s) nor logo(s) in print without the prior written approval of the party's authorized representative. Notwithstanding the above, RehabCare and its employees or agents may disclose to a patient that the patient will be seen or treated by a Student of the District and RehabCare or District may at any time disclose affiliation with the other for informational purposes.

- 14. Governing Law; Severability. This Agreement shall be construed under, and governed in accordance with, the laws of the state in which the Clinical Education Setting is located. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.
- 15. <u>Headings</u>. The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.
- 16. <u>No Violation</u>. No party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under the Agreement where such failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the reasonable control of the party who had the duty to perform.
- 17. <u>Assignability</u>. Neither party may assign its rights or obligations hereunder without the prior written approval of the other.
- 18. No Waiver. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature. By executing this Agreement, neither the District nor RehabCare waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third-party.
- 19. <u>Survival</u>. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.
- 20. <u>HIPAA</u>. District understands that RehabCare is subject to certain requirements contained in the Health Insurance Portability and Accountability Act of 1986, amendments thereto and implementing regulations ("HIPAA") and must comply with the terms of any HIPAA Business Associate agreements between RehabCare and facility health care providers to whom RehabCare provides services. Accordingly, and consistent with applicable provisions herein, the District will specifically require its Students to comply with the HIPAA policies and procedures of RehabCare and the HIPAA policies and procedures of the facility at which the program is conducted. District understands and agrees that RehabCare may in its sole discretion terminate the participation of any Student who violates such HIPAA policies.
- 21. Entire Agreement; Amendment. This Agreement constitutes the complete and entire agreement of the parties hereto and supercedes, as of the Effective Date, all prior or contemporaneous representations or agreements or undertakings and understandings of the parties, whether expressed or implied, in connection with the subject matter hereof. The parties represent and warrant that no promise or inducement has been offered by either party in exchange for a party's consent to the terms of this Agreement, except as set forth herein. This Agreement may be modified or amended only in writing duly signed by both Parties. This Agreement supercedes any and all

other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

- 22. <u>Due Execution</u>. Each party represents and warrants to the other that this Agreement has been duly authorized, executed and delivered by it and constitutes a valid and binding obligation, enforceable in accordance with its terms.
- 23. <u>Electronic Storage of Agreement</u>. The parties hereto agree and stipulate that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this document, may be used for any purpose just as if it were the original, including proof of the content of the original writing.
- 24. <u>Counterparts</u>; <u>Faxed Signatures</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same agreement. Any facsimile or photocopy of a signature to this Agreement shall be deemed an original signature to this Agreement.

25. Indemnification

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

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have executed this Agreement as of the Effective Date.

DISTRICT:	REHABCARE:
RANCHO SANTIAGO COMMUNITY	REHAB SERVICES, INC, D/B/A REHABCARE
COLLEGE DISTRICT	
2323 North Broadway	680 South Fourth Street
Santa Ana, CA 92706	Louisville, KY 40202
By:	By:
Peter J. Hardash	Barbara Wallace
Vice Chancellor	
Business Operations & Fiscal Services	
Date:	Date:

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

То:	Board of Trustees	Date: October 24, 2011
Re:	Approval of OTA New Agreement – Intergro Rehab Se	ervices
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Intergro Rehab Services in Huntington Beach, California.

Fiscal Impact:	None	Board Date: October 24, 2011
Prepared by:	Linda D. Rose, Ed.D., Vic	e President of Academic Affairs
	Bart Hoffman, Dean of Hu	uman Services & Technology
Submitted by:	Erlinda J. Martinez, Ed.D.	, President, Santa Ana College
Recommended by:	Raúl Rodriguez, Ph.D., Ch	nancellor, RSCCD

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 25th day of October, 2011 by and between Intergro Rehab Services hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Insurance:

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

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **PERIOD OF AGREEMENT, TERMINATION**

A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

College District	Agency: Intergro Renab Services				
Rancho Santiago Community College	Intergro Rehab Services				
District	_				
2323 N. Broadway	7400 Center Ave Suite 106				
Santa Ana, CA 92706	Huntington Beach CA 92647				
Peter J. Hardash	Sarah Kelly				
Vice Chancellor	HR Manager				
Business Operations & Fiscal Services					
Date:	Date:				

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College - Human Services and Technology Division

То:	Board of Trustees	Date: October 24, 2011
Re:	Approval of OTA New Agreement – Step by Step Pe	ediatric Therapy, Inc.
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Step-By-Step Pediatric Therapy, Inc., in Hacienda Heights, California.

Fiscal Impact:	None Board Date: October 24, 2011
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs
	Bart Hoffman, Dean of Human Services & Technology
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the <u>25th day of October</u>, <u>2011</u> by and between <u>Step-By-Step Pediatric Therapy</u>, <u>Inc.</u> hereinafter called the Agency, and <u>Rancho Santiago Community</u> College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. **JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Insurance:

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

C. Indemnification

All parties to this Agreement shall agree to defend, indemnify, and hold harmless the

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. **PERIOD OF AGREEMENT, TERMINATION**

A. This agreement shall be effective as of the date signed, and shall continue in effect for five years, unless terminated earlier by written notice of either party. Either party to this Agreement may, in its sole discretion, terminate this Agreement with or without cause by giving the other party at least 30 days' prior written notice. In the event the Agreement is terminated for cause, all of the obligations of the terminating party shall be waived immediately upon written notice of termination. In the event of termination without cause, the parties agree to fulfill their respective obligations associated with the current term or semester, prior to such termination becoming effective.

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

Business Operations & Fiscal Services

District: Rancho Santiago Community	Agency: Step-By-Step Pediatric Therapy,				
	Inc.				
College District					
Rancho Santiago Community College	Step-By-Step Pediatric Therapy, Inc.				
District	15454 Gale Avenue, Suite F				
2323 N. Broadway	Hacienda Heights, CA 91745				
Santa Ana, CA 92706	_				
	AGA- May MAL				
Peter J. Hardash	Anna Holley, OTR/L				
Vice Chancellor					
	Clinical Director				

Board Meeting of 10/24/11 Check Registers Submitted for Approval Checks Written for Period 10/01/11 thru 10/14/11

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Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52165	General Fund Unrestricted	1,597.50	0.00	1,597.50	92*0293756	92*0293758
52166	General Fund Unrestricted	73,097.13	0.00	73,097.13	92*0293759	92*0293759
52168	General Fund Unrestricted	10,472.24	0.00	10,472.24	92*0293765	92*0293778
52169	General Fund Unrestricted	15,700.00	0.00	15,700.00	92*0293779	92*0293779
52170	General Fund Unrestricted	316.08	0.00	316.08	92*0293781	92*0293782
52171	General Fund Unrestricted	16,041.10	0.00	16,041.10	92*0293785	92*0293788
52172	General Fund Unrestricted	42,204.56	0.00	42,204.56	92*0293789	92*0293791
52173	General Fund Unrestricted	14,422.04	0.00	14,422.04	92*0293794	92*0293799
52174	General Fund Unrestricted	16,104.00	0.00	16,104.00	92*0293800	92*0293801
52175	General Fund Unrestricted	311.82	0.00	311.82	92*0293804	92*0293806
52176	General Fund Unrestricted	3,976.12	0.00	3,976.12	92*0293808	92*0293814
52177	General Fund Unrestricted	146.36	0.00	146.36	92*0293815	92*0293815
52178	General Fund Unrestricted	1,404.39	0.00	1,404.39	92*0293821	92*0293822
52181	General Fund Unrestricted	3,133.70	0.00	3,133.70	92*0293833	92*0293842
52182	General Fund Unrestricted	11.55	0.00	11.55	92*0293845	92*0293845
52184	General Fund Unrestricted	4,766.28	0.00	4,766.28	92*0293854	92*0293856
52185	General Fund Unrestricted	394.48	0.00	394.48	92*0293859	92*0293862
52186	General Fund Unrestricted	2,328.54	0.00	2,328.54	92*0293867	92*0293868
52187	General Fund Unrestricted	1,550.24	0.00	1,550.24	92*0293870	92*0293877
52188	General Fund Unrestricted	690.04	0.00	690.04	92*0293879	92*0293885
52189	General Fund Unrestricted	33,124.87	0.00	33,124.87	92*0293886	92*0293891
52191	General Fund Unrestricted	2,796.50	0.00	2,796.50	92*0293894	92*0293894
52192	General Fund Unrestricted	10,294.27	0.00	10,294.27	92*0293895	92*0293897
52193	General Fund Unrestricted	5,672.46	0.00	5,672.46	92*0293899	92*0293899
52194	General Fund Unrestricted	2,754.81	0.00	2,754.81	92*0293902	92*0293909
52202	General Fund Unrestricted	4,889.28	0.00	4,889.28	92*0293948	92*0293949
52203	General Fund Unrestricted	544.20	0.00	544.20	92*0293950	92*0293953
52204	General Fund Unrestricted	3,834.70	0.00	3,834.70	92*0293954	92*0293961
52205	General Fund Unrestricted	2,765.25	0.00	2,765.25	92*0293962	92*0293963
52206	General Fund Unrestricted	895.23	0.00	895.23	92*0293964	92*0293966
52207	General Fund Unrestricted	1,616.51	0.00	1,616.51	92*0293968	92*0293975
52208	General Fund Unrestricted	758.24	0.00	758.24	92*0293976	92*0293976
52210	General Fund Unrestricted	5,753.35	0.00	5,753.35	92*0293979	92*0293980
52211	General Fund Unrestricted	1,602.35	0.00	1,602.35	92*0293984	92*0293988
52212	General Fund Unrestricted	25,297.53	0.00	25,297.53	92*0293989	92*0293990
52213	General Fund Unrestricted	2,601.75	0.00	2,601.75	92*0293991	92*0293997
52214	General Fund Unrestricted	3,010.00	0.00	3,010.00	92*0294000	92*0294000
52223	General Fund Unrestricted	1,492.00	0.00	1,492.00	92*0294028	92*0294029
52224	General Fund Unrestricted	2,625.03	0.00	2,625.03	92*0294030	92*0294035
52225	General Fund Unrestricted	4,683.86	0.00	4,683.86	92*0294036	92*0294040
52226	General Fund Unrestricted	957.40	0.00	957.40	92*0294041	92*0294044
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Environment: Production

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Total Fund 11 General Fund Unrestricted

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Board Meeting of 10/24/11 Check Registers Submitted for Approval Checks Written for Period 10/01/11 thru 10/14/11

Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check#
52227	General Fund Unrestricted	863.61	0.00	863.61	92*0294050	92*0294054
52228	General Fund Unrestricted	16,080.94	0.00	16,080.94	92*0294057	92*0294064
52229	General Fund Unrestricted	781.36	0.00	781.36	92*0294069	92*0294072
52231	General Fund Unrestricted	2,273.00	0.00	2,273.00	92*0294081	92*0294083
52232	General Fund Unrestricted	366.34	0.00	366.34	92*0294084	92*0294084
52233	General Fund Unrestricted	1,280.60	0.00	1,280.60	92*0294085	92*0294123
52239	General Fund Unrestricted	3,077.48	0.00	3,077.48	92*0294141	92*0294148
52240	General Fund Unrestricted	5,758.49	0.00	5,758.49	92*0294149	92*0294158
52241	General Fund Unrestricted	6,181.18	0.00	6,181.18	92*0294159	92*0294166
52242	General Fund Unrestricted	3,000.00	0.00	3,000.00	92*0294173	92*0294173
52243	General Fund Unrestricted	950.00	0.00	950.00	92*0294174	92*0294177
52244	General Fund Unrestricted	23,399.93	0.00	23,399.93	92*0294180	92*0294182
52245	General Fund Unrestricted	4,275.97	0.00	4,275.97	92*0294183	92*0294185
52246	General Fund Unrestricted	62,982.82	0.00	62,982.82	92*0294187	92*0294189
52259	General Fund Unrestricted	3,900.62	0.00	3,900.62	92*0294526	92*0294527
52261	General Fund Unrestricted	7,800.00	0.00	7,800.00	92*0294533	92*0294533
52262	General Fund Unrestricted	3,220.27	0.00	3,220.27	92*0294539	92*0294542
52264	General Fund Unrestricted	1,637.60	0.00	1,637.60	92*0294548	92*0294550
52265	General Fund Unrestricted	927.91	0.00	927.91	92*0294554	92*0294561
52268	General Fund Unrestricted	798.00	0.00	798.00	92*0294575	92*0294575
52269	General Fund Unrestricted	1,980.75	0.00	1,980.75	92*0294576	92*0294588
52279	General Fund Unrestricted	2,625.00	0.00	2,625.00	92*0295128	92*0295132
52280	General Fund Unrestricted	2,056.26	0.00	2,056.26	92*0295133	92*0295136
52281	General Fund Unrestricted	50,990.00	0.00	50,990.00	92*0295137	92*0295139
52282	General Fund Unrestricted	13,089.60	0.00	13,089.60	92*0295140	92*0295141
52284	General Fund Unrestricted	1,137.50	0.00	1,137.50	92*0295152	92*0295154

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Environment: Production

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548,072.99

Board Meeting of 10/24/11 Check Registers Submitted for Approval Checks Written for Period 10/01/11 thru 10/14/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52167	General Fund Restricted	6,147.05	0.00	6,147.05	92*0293760	92*0293764
52169	General Fund Restricted	18,761.53	0.00	18,761.53	92*0293780	92*0293780
52171	General Fund Restricted	6,250.00	0.00	6,250.00	92*0293783	92*0293784
52173	General Fund Restricted	11,290.96	0.00	11,290.96	92*0293792	92*0293795
52175	General Fund Restricted	1,286.79	0.00	1,286.79	92*0293802	92*0293807
52177	General Fund Restricted	1,550.88	0.00	1,550.88	92*0293816	92*0293818
52178	General Fund Restricted	1,082.08	0.00	1,082.08	92*0293819	92*0293820
52182	General Fund Restricted	260.00	0.00	260.00	92*0293843	92*0293844
52183	General Fund Restricted	672.22	0.00	672.22	92*0293846	92*0293851
52184	General Fund Restricted	5,575.40	0.00	5,575.40	92*0293852	92*0293858
52185	General Fund Restricted	130.27	0.00	130.27	92*0293863	92*0293865
52186	General Fund Restricted	2,556.72	0.00	2,556.72	92*0293866	92*0293869
52187	General Fund Restricted	259.44	0.00	259.44	92*0293871	92*0293876
52188	General Fund Restricted	245.55	0.00	245.55	92*0293878	92*0293882
52191	General Fund Restricted	3,600.00	0.00	3,600.00	92*0293893	92*0293893
52193	General Fund Restricted	11,828.13	0.00	11,828.13	92*0293898	92*0293900
52194	General Fund Restricted	982.59	0.00	982.59	92*0293901	92*0293910
52195	General Fund Restricted	1,704.38	0.00	1,704.38	92*0293911	92*0293919
52196	General Fund Restricted	3,197.67	0.00	3,197.67	92*0293920	92*0293927
52206	General Fund Restricted	249.98	0.00	249.98	92*0293967	92*0293967
52207	General Fund Restricted	58.86	0.00	58.86	92*0293972	92*0293972
52209	General Fund Restricted	14,438.04	0.00	14,438.04	92*0293977	92*0293978
52210	General Fund Restricted	8,113.16	0.00	8,113.16	92*0293981	92*0293983
52213	General Fund Restricted	1,194.05	0.00	1,194.05	92*0293992	92*0293994
52214	General Fund Restricted	19,734.70	0.00	19,734.70	92*0293998	92*0294002
52225	General Fund Restricted	6,049.24	0.00	6,049.24	92*0294037	92*0294039
52226	General Fund Restricted	4,109.65	0.00	4,109.65	92*0294043	92*0294048
52227	General Fund Restricted	1,718.65	0.00	1,718.65	92*0294049	92*0294056
52229	General Fund Restricted	289.94	0.00	289.94	92*0294065	92*0294071
52230	General Fund Restricted	1,921.39	0.00	1,921.39	92*0294073	92*0294078
52231	General Fund Restricted	61,114.00	0.00	61,114.00	92*0294079	92*0294082
52238	General Fund Restricted	1,520.23	0.00	1,520.23	92*0294132	92*0294140
52242	General Fund Restricted	1,925.70	0.00	1,925.70	92*0294167	92*0294172
52243	General Fund Restricted	965.20	0.00	965.20	92*0294175	92*0294179
52245	General Fund Restricted	1,845.22	0.00	1,845.22	92*0294184	92*0294186
52260	General Fund Restricted	3,397.51	0.00	3,397.51	92*0294528	92*0294532
52261	General Fund Restricted	11,939.93	0.00	11,939.93	92*0294534	92*0294538
52262	General Fund Restricted	756.67	0.00	756.67	92*0294543	92*0294544
52263	General Fund Restricted	6,000.43	0.00	6,000.43	92*0294545	92*0294547
52264	General Fund Restricted	292.04	0.00	292.04	92*0294549	92*0294553
52282	General Fund Restricted	1,050.56	0.00	1,050.56	92*0295142	92*0295142 5.1 (3)

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Environment: Production

Rancho Santiago Comm Coll District

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Board Meeting of 10/24/11

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Check Registers Submitted for Approval Checks Written for Period 10/01/11 thru 10/14/11

			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
52283	General Fund Restricted	856.07	0.00	856.07	92*0295143	92*0295149
52284	General Fund Restricted	154.87	0.00	154.87	92*0295150	92*0295151
Total Fund 1	2 General Fund Restricted	227,077.75	0.00	227,077.75		

Environment: Production

Board Meeting of 10/24/11 Check Registers Submitted for Approval Checks Written for Period 10/01/11 thru 10/14/11

Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52179	Child Development Fund	1,371.61	0.00	1,371.61	92*0293823	92*0293827
52180	Child Development Fund	1,193.60	0.00	1,193.60	92*0293828	92*0293832
52197	Child Development Fund	1,996.94	0.00	1,996.94	92*0293928	92*0293931
52198	Child Development Fund	12,915.11	0.00	12,915.11	92*0293932	92*0293934
52199	Child Development Fund	332.10	0.00	332.10	92*0293935	92*0293942
52215	Child Development Fund	5,267.29	0.00	5,267.29	92*0294003	92*0294008
52234	Child Development Fund	2,052.41	0.00	2,052.41	92*0294124	92*0294126
52247	Child Development Fund	1,944.31	0.00	1,944.31	92*0294190	92*0294194
52248	Child Development Fund	4,847.40	0.00	4,847.40	92*0294195	92*0294199
52249	Child Development Fund	1,531.31	0.00	1,531.31	92*0294200	92*0294204
52266	Child Development Fund	1,949.62	0.00	1,949.62	92*0294562	92*0294568
52267	Child Development Fund	12,595.43	0.00	12,595.43	92*0294569	92*0294574
52285	Child Development Fund	501.49	0.00	501.49	92*0295155	92*0295155
Total Fund 33	3 Child Development Fund	48,498.62	0.00	48,498.62		

Environment: Production

Board Meeting of 10/24/11 Check Registers Submitted for Approval

AP0020 Page: 6

Officer registers outsimitted to	Approvai
Checks Written for Period 10/01/1	1 thru 10/14/11

			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
52200	Capital Outlay Projects Fund	1,657.50	0.00	1,657.50	92*0293943	92*0293943
52253	Capital Outlay Projects Fund	26,888.00	0.00	26,888.00	92*0294213	92*0294213
52271	Capital Outlay Projects Fund	339.41	0.00	339.41	92*0294593	92*0294593
52286	Capital Outlay Projects Fund	5,668.45	0.00	5,668.45	92*0295156	92*0295157
Total Fund 4	_ 1 Capital Outlay Projects Fu	34,553.36	0.00	34,553.36		

Environment: Production

Board Meeting of 10/24/11 Check Registers Submitted for Approval Checks Written for Period 10/01/11 thru 10/14/11

Register#	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52216	Bond Fund, Measure E	205,642.37	0.00	205,642.37	92*0294009	92*0294012
52217	Bond Fund, Measure E	185,356.13	0.00	185,356.13	92*0294013	92*0294014
52218	Bond Fund, Measure E	100,792.20	0.00	100,792.20	92*0294015	92*0294018
52219	Bond Fund, Measure E	84,130.14	0.00	84,130.14	92*0294019	92*0294021
52220	Bond Fund, Measure E	275,886.00	0.00	275,886.00	92*0294022	92*0294023
52221	Bond Fund, Measure E	82,555.00	0.00	82,555.00	92*0294024	92*0294026
52235	Bond Fund, Measure E	234,158.46	0.00	234,158.46	92*0294127	92*0294128
52236	Bond Fund, Measure E	205,841.54	0.00	205,841.54	92*0294129	92*0294130
52237	Bond Fund, Measure E	125,000.00	0.00	125,000.00	92*0294131	92*0294131
52250	Bond Fund, Measure E	57,777.87	0.00	57,777.87	92*0294205	92*0294210
52251	Bond Fund, Measure E	19,614.70	0.00	19,614.70	92*0294211	92*0294211
52252	Bond Fund, Measure E	28,566.00	0.00	28,566.00	92*0294212	92*0294212
52270	Bond Fund, Measure E	31,063.29	0.00	31,063.29	92*0294589	92*0294592
Total Fund 42	Bond Fund, Measure E	1,636,383.70	0.00	1,636,383.70		

Environment: Production

Rancho Santiago Comm Coll District

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Board Meeting of 10/24/11

AP0020 Page: 8

Check Registers Submitted for Approval Checks Written for Period 10/01/11 thru 10/14/11

			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
52201	Property and Liability Fund	46,542.92	0.00	46,542.92	92*0293944	92*0293947
52222	Property and Liability Fund	15,858.58	0.00	15,858.58	92*0294027	92*0294027
Total Fund 6	1 Property and Liability Fund	62,401.50	0.00	62,401.50		

Environment: Production

Board Meeting of 10/24/11

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Check Registers Submitted for Approval Checks Written for Period 10/01/11 thru 10/14/11

			Voided	Adjusted	Beg	End
Register #	Fund Title	Amount	Checks	Amount	Check #	Check #
52190	Workers' Compensation Fund	217.19	0.00	217.19	92*0293892	92*0293892
52254	Workers' Compensation Fund	472,998.65	0.00	472,998.65	92*0294214	92*0294215
52287	Workers' Compensation Fund	279.90	0.00	279.90	92*0295158	92*0295158
Total Fund 6	 2 Workers' Compensation Fu	473,495.74	0.00	473,495.74		

Environment: Production

Board Meeting of 10/24/11 Check Registers Submitted for Approval Checks Written for Period 10/01/11 thru 10/14/11

Environment: Production

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SUMMARY

Total Fund 11 General Fund Unrestricted	548,072.99
Total Fund 12 General Fund Restricted	227,077.75
Total Fund 33 Child Development Fund	48,498.62
Total Fund 41 Capital Outlay Projects Fund	34,553.36
Total Fund 42 Bond Fund, Measure E	1,636,383.70
Total Fund 61 Property and Liability Fund	62,401.50
Total Fund 62 Workers' Compensation Fund	473,495.74
Grand Total:	3,030,483.66

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET INCREASES AND DECREASES

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 11 GENERAL FUND-UNRESTRICTED

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

Object Category	Description	<u>Decrease</u>	Increase
	Revenue Account		
8800	LOCAL REVENUE		\$46,763
	Total revenue		\$46,763
	Appropriation Account		
2000	CLASSIFIED / OTHER NONACADEMIC		\$635
3000	EMPLOYEE BENEFITS		152
7900	CONTINGENCY OR RESERVE		45,976
	Total appropriation		\$46,763

RECOMMENDATION

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

Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

BU0010-2 Page 1

b	c11kt913b	9/13/2011	B008310	Decreases	Increases
	2000	CLASSIFIFED/OTHER NON	IACADEMIC	0	635
	3000	EMPLOYEE BENEFITS		0	152
	8800	LOCAL REVENUE		0	787
					1,574
	Reason:	Adjustment			
	Description:	Pay 2-3B for Jennifer Romer	TO .		
b	c11pn930a	9/30/2011	B008445	Decreases	Increases
	7900	CONTINGENCY OR RESER	RVE	0	45,976
	8800	LOCAL REVENUE		0	45,976
				0	91,952
	Reason:	Adjustment			
	Description:	Reduce interest/invest incom	ne		
Sumn	nary by Major	Object for Fund 11		Decreases	<u>Increases</u>
2000	CLASSIFIED	OOTHER NONACADEMIC		0	635
3000	EMPLOYEE			0	152
7900	CONTINGEN	NCY OR RESERVE		0	45,976
8800	LOCAL REV	ENUE		0	46,763
					93,526

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET INCREASES AND DECREASES

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 12 GENERAL FUND-RESTRICTED

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

Object Category	<u>Description</u>	<u>Decrease</u>	Increase
	Revenue Account		
8100 8600 8800	FEDERAL REVENUE STATE REVENUE LOCAL REVENUE		\$376,464 98,131 95,000
	Total revenue		\$569,595
	Appropriation Account		
1000 2000 3000 4000 5000 6000 7000	ACADEMIC SALARIES CLASSIFIED / OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES & SERVICES CAPITAL OUTLAY OTHER OUTGO	\$29,996	\$181,275 181,175 181,136 32,305 1,300 22,400
	Total appropriation	\$29,996	\$599,591

RECOMMENDATION

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

Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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bc11pn914kk	9/14/2011 B008344	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES	0	51,472
2000	CLASSIFIFED/OTHER NONACADEMIC	0	122,393
3000	EMPLOYEE BENEFITS	0	58,610
4000	SUPPLIES AND MATERIALS	0	3,500
5000	OPERATING EXPENSES AND SERVICES	0	21,365
8100	FEDERAL REVENUE	0	257,340
		0	514,680
Reason:	New Budget		
Description:	NEWB#1655 SSS Prog yr1		
bc11pn914pp	9/14/2011 B008350	Decreases	Increases
1000	ACADEMIC SALARIES	<u>Decreases</u>	70,352
2000	CLASSIFIFED/OTHER NONACADEMIC		84,990
3000	EMPLOYEE BENEFITS	0	52,494
4000	SUPPLIES AND MATERIALS	0	2,440
5000		0	· ·
	OPERATING EXPENSES AND SERVICES	0	65,445
7000	OTHER OUTGO	0	6,900
8100	FEDERAL REVENUE	0	282,621
D	New Dudget	0	565,242
Reason: Description:	New Budget NEWB#1709 UB Prog III yr5		
Description.	NEWB#1709 OB Flog III yla		
bc11pn919e	9/19/2011 B008370	Decreases	Increases
4000	SUPPLIES AND MATERIALS	0	14,000
5000	OPERATING EXPENSES AND SERVICES		500
		0	
7000	OTHER OUTGO	0	15,500
7000 8600	OTHER OUTGO STATE REVENUE	0	15,500
7000 8600 Reason:	OTHER OUTGO STATE REVENUE New Budget	0	15,500 30,000
7000 8600	OTHER OUTGO STATE REVENUE	0	15,500 30,000
7000 8600 Reason: Description:	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC	0 0 0	15,500 30,000 60,000
7000 8600 Reason: Description: bc11pn921b	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375	0 0 0	15,500 30,000 60,000 Increases
7000 8600 Reason: Description: bc11pn921b 2000	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC	0 0 0 Decreases 61,185	15,500 30,000 60,000 Increases
7000 8600 Reason: Description: bc11pn921b 2000 3000	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS	0 0 0 Decreases 61,185 22,296	15,500 30,000 60,000 Increases 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS	0 0 0 Decreases 61,185 22,296 70,832	15,500 30,000 60,000 Increases 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000 5000	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES	0 0 0 Decreases 61,185 22,296 70,832 97,647	15,500 30,000 60,000 Increases 0 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS	0 0 0 Decreases 61,185 22,296 70,832	15,500 30,000 60,000 Increases 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000 5000 8100	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES FEDERAL REVENUE	0 0 0 Decreases 61,185 22,296 70,832 97,647	15,500 30,000 60,000 Increases 0 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000 5000 8100 Reason:	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES FEDERAL REVENUE Carry Over Budget	0 0 0 0 Decreases 61,185 22,296 70,832 97,647 251,960	15,500 30,000 60,000 Increases 0 0 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000 5000 8100 Reason:	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES FEDERAL REVENUE	0 0 0 0 Decreases 61,185 22,296 70,832 97,647 251,960	15,500 30,000 60,000 Increases 0 0 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000 5000 8100 Reason: Description:	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES FEDERAL REVENUE Carry Over Budget COB#1582 Job Tech Ctr-Grn trng	0 0 0 0 Decreases 61,185 22,296 70,832 97,647 251,960 503,920	15,500 30,000 60,000 Increases 0 0 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000 5000 8100 Reason: Description:	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES FEDERAL REVENUE Carry Over Budget COB#1582 Job Tech Ctr-Grn trng 9/21/2011 B008380	0 0 0 Decreases 61,185 22,296 70,832 97,647 251,960 503,920	15,500 30,000 60,000 lncreases 0 0 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000 5000 8100 Reason: Description: bc11pn921g 5000	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES FEDERAL REVENUE Carry Over Budget COB#1582 Job Tech Ctr-Grn trng 9/21/2011 B008380 OPERATING EXPENSES AND SERVICES	0 0 0 Decreases 61,185 22,296 70,832 97,647 251,960 503,920	15,500 30,000 60,000 lncreases 0 0 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000 5000 8100 Reason: Description:	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES FEDERAL REVENUE Carry Over Budget COB#1582 Job Tech Ctr-Grn trng 9/21/2011 B008380	0 0 0 Decreases 61,185 22,296 70,832 97,647 251,960 503,920	15,500 30,000 60,000 lncreases 0 0 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000 5000 8100 Reason: Description: bc11pn921g 5000 8600	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES FEDERAL REVENUE Carry Over Budget COB#1582 Job Tech Ctr-Grn trng 9/21/2011 B008380 OPERATING EXPENSES AND SERVICES STATE REVENUE	0 0 0 Decreases 61,185 22,296 70,832 97,647 251,960 503,920	15,500 30,000 60,000 lncreases 0 0 0 0
7000 8600 Reason: Description: bc11pn921b 2000 3000 4000 5000 8100 Reason: Description: bc11pn921g 5000 8600	OTHER OUTGO STATE REVENUE New Budget NEWB#2512 PTTP SCC/SAC 9/21/2011 B008375 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES FEDERAL REVENUE Carry Over Budget COB#1582 Job Tech Ctr-Grn trng 9/21/2011 B008380 OPERATING EXPENSES AND SERVICES	0 0 0 0 Decreases 61,185 22,296 70,832 97,647 251,960 503,920 Decreases 3,700 3,700	15,500 30,000 60,000 lncreases 0 0 0 0 lncreases

Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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			*
bc11pn923j	9/23/2011 B008399	<u>Decreases</u>	Increases
1000	ACADEMIC SALARIES	0	1,445
2000	CLASSIFIFED/OTHER NONACADEMIC	48,295	0
3000	EMPLOYEE BENEFITS	13,623	0
4000	SUPPLIES AND MATERIALS	0	20,060
5000	OPERATING EXPENSES AND SERVICES	0	9,911
8600	STATE REVENUE	30,502	0
		92,420	31,416
Reason:	New Budget		
Description:	NEWB#2490 OEC Non-Cr Matric		
bc11pn923k	9/23/2011 B008400	Decreases	Increases
3000	EMPLOYEE BENEFITS	0	546
4000	SUPPLIES AND MATERIALS	41	0
8600	STATE REVENUE	0	505
			4.084
Reason:	New Budget	41	1,051
Description:	NEWB#2490 Resrch Non-Cr Matric		
bc11pn923l	9/23/2011 B008401	D	Increses
1000	ACADEMIC SALARIES	<u>Decreases</u>	Increases
2000	CLASSIFIFED/OTHER NONACADEMIC	0	96,539
	EMPLOYEE BENEFITS	39,035	0
3000		0	9,072
5000	OPERATING EXPENSES AND SERVICES	102,942	0
8600	STATE REVENUE	36,366	0
	No. Dodgod	178,343	105,611
Reason: Description:	New Budget NEWB#2490 CEC Non-Cr Matric		
bc11pn927f	9/27/2011 B008412	Decreases	<u>Increases</u>
2000	CLASSIFIFED/OTHER NONACADEMIC	0	39,349
3000	EMPLOYEE BENEFITS	0	17,543
4000	SUPPLIES AND MATERIALS	0	25,171
5000	OPERATING EXPENSES AND SERVICES	0	6,400
8100	FEDERAL REVENUE	0	88,463
			176,926
Reason:	New Budget	U	170,920
Description:	NEWB#1643 Seeds to Trees DMT		
bc11pn928a	9/28/2011 B008416	Decreases	Increases
4000	SUPPLIES AND MATERIALS	Decreases 0	34,500
5000	OPERATING EXPENSES AND SERVICES	0	60,500
8800	LOCAL REVENUE	0	95,000
0000			=======================================
Peacers	Now Budget	0	190,000
Reason: Description:	New Budget NEWB#3598 OC WBC Conf Dist		
ը բջուրանի։	MEAAPHOOSO OO AADO OOUII DISE		

Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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bc11pn929j	9/29/2011 B008427	Doorooo	Increases
2000	CLASSIFIFED/OTHER NONACADEMIC	<u>Decreases</u> 19,574	0
3000	EMPLOYEE BENEFITS	19,574	101
4000	SUPPLIES AND MATERIALS	467	0
5000	OPERATING EXPENSES AND SERVICES	0	351
8600	STATE REVENUE	19,589	0
0000	O MENEVENSE		
Reason:	New Budget	39,630	452
Description:	NEWB#2417 Matriculation SCC		
bc11pn929k	9/29/2011 B008429	Decreases	Increases
2000	CLASSIFIFED/OTHER NONACADEMIC	0	880
3000	EMPLOYEE BENEFITS	0	5,907
4000	SUPPLIES AND MATERIALS	0	69
5000	OPERATING EXPENSES AND SERVICES	0	22
8600	STATE REVENUE	0	6,878
		0	13,756
Reason:	New Budget		
Description:	NEWB#2416 Matriculation SCC		
bc11pn929l	9/29/2011 B008430	Decreases	Increases
4000	SUPPLIES AND MATERIALS	200	0
5000	OPERATING EXPENSES AND SERVICES	2,000	0
8600	STATE REVENUE	2,200	0
		4,400	0
Reason:	New Budget		
Description:	NEWB#2415 Matriculation SCC		
bc11pn929m	9/29/2011 B008431	Decreases	Increases
2000	CLASSIFIFED/OTHER NONACADEMIC	0	10,922
3000	EMPLOYEE BENEFITS	0	2,507
4000	SUPPLIES AND MATERIALS	250	0
8600	STATE REVENUE	0	13,179
		250	26,608
Reason:	New Budget		
Description:	NEWB#2413 Matriculation SCC		
bc11pn929n	9/29/2011 B008432	Decreases	Increases
1000	ACADEMIC SALARIES	19,845	0
3000	EMPLOYEE BENEFITS	1,686	0
4000	SUPPLIES AND MATERIALS	2,166	0
5000	OPERATING EXPENSES AND SERVICES	4	0
8600	STATE REVENUE	23,701	0
		47,402	0
Reason:	New Budget	71,702	
Description:	NEWB#2412 Matriculation SCC		

Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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bc11pn929p	9/29/2011 B008433	Decrees	Increases
2000	CLASSIFIFED/OTHER NONACADEMIC	<u>Decreases</u> 0	4,560
3000	EMPLOYEE BENEFITS	0	1,536
4000	SUPPLIES AND MATERIALS	1,300	0
5000	OPERATING EXPENSES AND SERVICES	300	0
8600	STATE REVENUE	0	4,496
3333			-1,100
Reason:	Now Budget	1,600	10,592
	New Budget NEWB#2411 Matriculation SCC		
bc11pn929q	9/29/2011 B008434	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES	0	2,971
2000	CLASSIFIFED/OTHER NONACADEMIC	0	13,573
3000	EMPLOYEE BENEFITS	0	2,481
4000	SUPPLIES AND MATERIALS	0	3,613
5000	OPERATING EXPENSES AND SERVICES	978	0
8600	STATE REVENUE	0	21,660
Reason:	New Budget	978	44,298
Description:	NEWB#2417 Matriculation SAC		
bc11pn929r	9/29/2011 B008435	<u>Decreases</u>	Increases
1000	ACADEMIC SALARIES	0	1,678
2000	CLASSIFIFED/OTHER NONACADEMIC	6,030	0
3000	EMPLOYEE BENEFITS	0	209
4000	SUPPLIES AND MATERIALS	266	0
5000	OPERATING EXPENSES AND SERVICES	0	875
6000	CAPITAL OUTLAY STATE REVENUE	2,550	0
8600	STATE REVENUE		0
	OTHER REVERSE	6,084	U
	OWNER REVERSE		
Reason:	New Budget	6,084 14,930	2,762
Reason: Description:	New Budget	14,930	2,762
Reason:	New Budget NEWB#2416 Matriculation SAC		
Reason: Description: bc11pn929s	New Budget NEWB#2416 Matriculation SAC 9/29/2011 B008436	14,930 Decreases	2,762 Increases 8,834
Reason: Description: bc11pn929s 2000	New Budget NEWB#2416 Matriculation SAC 9/29/2011 B008436 CLASSIFIFED/OTHER NONACADEMIC	14,930 Decreases 0	2,762 Increases 8,834 4,326
Reason: Description: bc11pn929s 2000 3000	New Budget NEWB#2416 Matriculation SAC 9/29/2011 B008436 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS	14,930 Decreases 0 0	2,762 Increases 8,834
Reason: Description: bc11pn929s 2000 3000 5000 8600	New Budget NEWB#2416 Matriculation SAC 9/29/2011 B008436 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS OPERATING EXPENSES AND SERVICES STATE REVENUE	14,930 Decreases 0 0 0	2,762 Increases 8,834 4,326 3,742
Reason: Description: bc11pn929s 2000 3000 5000 8600 Reason:	New Budget NEWB#2416 Matriculation SAC 9/29/2011 B008436 CLASSIFIFED/OTHER NONACADEMIC EMPLOYEE BENEFITS OPERATING EXPENSES AND SERVICES	14,930 Decreases 0 0 0 0	2,762 Increases 8,834 4,326 3,742 16,902

Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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bc11pn929t	9/29/2011 B008437	Decreases	Increases
2000	CLASSIFIFED/OTHER NONACADEMIC	14,000	0
3000	EMPLOYEE BENEFITS	962	0
4000	SUPPLIES AND MATERIALS	5,837	0
5000	OPERATING EXPENSES AND SERVICES	54,405	0
8600	STATE REVENUE	75,204	0
Reason:	New Budget	150,408	0
Description:			
Description.	NEVVD#24 13 Wath Culation SAC		
bc11pn929u	9/29/2011 B008438	Decreases	Increases
1000	ACADEMIC SALARIES	23,337	0
2000	CLASSIFIFED/OTHER NONACADEMIC	10,319	0
3000	EMPLOYEE BENEFITS	0	11,350
4000	SUPPLIES AND MATERIALS	473	0
5000	OPERATING EXPENSES AND SERVICES	1,016	0
6000	CAPITAL OUTLAY	500	0
8600	STATE REVENUE	24,295	0
Reason:	New Budget	59,940	11,350
Description:	NEWB#2412 Matriculation SAC		
Doodription	THE THE MENTINGER OF TO		
bc11pn929v	9/29/2011 B008439	Decreases	Increases
3000	EMPLOYEE BENEFITS	0	464
4000	SUPPLIES AND MATERIALS	0	41
8600	STATE REVENUE	0	505
			4.040
Reason:	New Budget	0	1,010
Description:	NEWB#2414 Matric Research Dist		
bc11pn929w	9/29/2011 B008440	Decreases	Increases
2000	CLASSIFIFED/OTHER NONACADEMIC	0	9,518
3000	EMPLOYEE BENEFITS	0	11,129
8600	STATE REVENUE	0	20,647
Reason:	New Budget	0	41,294
	NEWB#2411 Matriculation SAC		
2000p.i.c.i.i			
bc11kt101211b	9/30/2011 B008499	Decreases	Increases
2000	CLASSIFIFED/OTHER NONACADEMIC	0	84,594
3000	EMPLOYEE BENEFITS	0	41,428
4000	SUPPLIES AND MATERIALS	0	10,743
5000	OPERATING EXPENSES AND SERVICES	0	63,885
6000	CAPITAL OUTLAY	0	4,350
8600	STATE REVENUE	0	205,000
Reason:	Special Project Adjustment	0	410,000
reason:			
Description:	Special Project Adjustment Bus./Entrepr Ctr FY 2011-2012		

10/12/2011 **SUMMARY OF BUDGET INCREASES AND DECREASES** Page 7 1:52:27PM 7/1/2011 - 9/30/2011 **Summary by Major Object for Fund 12 Decreases Increases** 1000 **ACADEMIC SALARIES** 0 181,275 2000 **CLASSIFIED/OTHER NONACADEMIC** 0 181,175 3000 **EMPLOYEE BENEFITS** 0 181,136 4000 **SUPPLIES AND MATERIALS** 0 32,305 5000 **OPERATING EXPENSES AND SERVICES** 29,996 0 6000 **CAPITAL OUTLAY** 0 1,300 7000 **OTHER OUTGO** 0 22,400 8100 **FEDERAL REVENUE** 0 376,464

Board of Trustees

BU0010-2

98,131

95,000

1,169,186

0

0

29,996

RSCCD

8600

STATE REVENUE

8800 LOCAL REVENUE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET INCREASES AND DECREASES

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 33 CHILD DEVELOPMENT FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

Object Category	<u>Description</u>	Decrease	Increase
	Revenue Account		
8100 8600	FEDERAL REVENUE STATE REVENUE		\$886,113
8800	LOCAL REVENUE	\$141,064	58,678
	Total revenue	\$141,064	\$944,791
	Appropriation Account		
1000	ACADEMIC SALARIES		\$249,602
2000	CLASSIFIED / OTHER NONACADEMIC		236,799
3000	EMPLOYEE BENEFITS		182,359
4000	SUPPLIES AND MATERIALS		33,561
5000	OPERATING EXPENSES & SERVICES		275,875
6000	CAPITAL OUTLAY		20,508
7900	CONTINGENCY OR RESERVE	\$194,977	
	Total appropriation	\$194,977	\$998,704

RECOMMENDATION

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

Printed on 10/12/2011 5.2 (10)

Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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Fund 33: Child Development Fund

bc11pn916n	9/16/2011 B008365	Decreases	Increases
1000	ACADEMIC SALARIES	32,831	0
2000	CLASSIFIFED/OTHER NONACADEMIC	0	99,487
3000	EMPLOYEE BENEFITS	0	13,241
4000 5000	SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES	0	4,724
6000	CAPITAL OUTLAY	0	4,002
7900	CONTINGENCY OR RESERVE	104.461	16,108
8600	STATE REVENUE	194,461 0	0 58,678
8800	LOCAL REVENUE	148,408	00,076
		375,700	196,240
Reason: Description:	Special Project Adjustment SP#2120 Child Dev Campus Ctrs		
bc11pn923e	9/23/2011 B008394	Decreases	Increases
2000	CLASSIFIFED/OTHER NONACADEMIC	0	3,360
3000	EMPLOYEE BENEFITS	0	108
5000	OPERATING EXPENSES AND SERVICES	0	4,392
8800	LOCAL REVENUE	0	7,860
Reason:	New Budget	0	15,720
Description:	NEWB#3263 CDS Extended Hrs		
bc11pn929x	9/29/2011 B008441	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES	0	282,433
2000	CLASSIFIFED/OTHER NONACADEMIC	0	133,952
3000	EMPLOYEE BENEFITS	0	169,010
4000 5000	SUPPLIES AND MATERIALS	0	28,037
6000	OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY	0	246,668
8100	FEDERAL REVENUE	0	4,400 864,500
8100	FEDERAL REVENUE	0	
Reason:	New Budget	0	1,729,000
Description:	NEWB#1272 EHS Expn Op Dist		
bc11pn929y	9/29/2011 B008442	<u>Decreases</u>	<u>Increases</u>
4000	SUPPLIES AND MATERIALS	0	800
5000	OPERATING EXPENSES AND SERVICES	0	20,813
8100	FEDERAL REVENUE	0	21,613
Reason:	New Budget	0	43,226
Description:			
bc11pn930a	9/30/2011 B008445	<u>Decreases</u>	<u>Increases</u>
7900	CONTINGENCY OR RESERVE	516	0
8800	LOCAL REVENUE	516	0
		1,032	0
Reason:	Adjustment		
Description:	Reduce interest/invest income		

10/12/2011 **SUMMARY OF BUDGET INCREASES AND DECREASES** Page 9 1:52:27PM 7/1/2011 - 9/30/2011 **Summary by Major Object for Fund 33 Decreases Increases ACADEMIC SALARIES** 0 249,602 2000 **CLASSIFIED/OTHER NONACADEMIC** 0 236,799 3000 EMPLOYEE BENEFITS 0 182,359 4000 SUPPLIES AND MATERIALS 0 33,561 5000 **OPERATING EXPENSES AND SERVICES** 0 275,875 6000 CAPITAL OUTLAY 20,508 0 7900 CONTINGENCY OR RESERVE 194,977 0 8100 FEDERAL REVENUE 886,113 8600 STATE REVENUE 58,678

Board of Trustees

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1,943,495

0

141,064

336,041

RSCCD

8800 LOCAL REVENUE

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET INCREASES AND DECREASES

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 41 CAPITAL OUTLAY PROJECTS FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

Object Category	Description	<u>Decrease</u>	<u>Increase</u>
	Revenue Account		
8800	LOCAL REVENUE		\$12,198
	Total revenue		\$12,198
	Appropriation Account		
7900	CONTINGENCY OR RESERVE		\$12,198
	Total appropriation		\$12,198

RECOMMENDATION

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

RSCCD 10/12/2011 1:52:27PM

Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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Fund 41: Capital Outlay Projects Fund

bc11pn930a	9/30/2011	B008445	Decreases	Increases
7900	CONTINGENCY OR RESER	VE	0	12,198
8800	LOCAL REVENUE		0	12,198
Reason: Description:	Adjustment Reduce interest/invest income	e	0	24,396
Summary by Major	Object for Fund 41		Decreases	Increases
7900 CONTINGE	NCY OR RESERVE		0	12,198
8800 LOCAL REV			0	12,198
				24.396

BOARD REPORT / BUDGET INCREASES AND DECREASES

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 42 BOND FUND, MEASURE E

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

Object Category	Description	<u>Decrease</u>	Increase
	Revenue Account		
8800	LOCAL REVENUE	\$482,685	
	Total revenue	\$482,685	
	Appropriation Account		
7900	CONTINGENCY OR RESERVE	\$482,685	
	Total appropriation	\$482,685	

RECOMMENDATION

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

Printed on 10/12/2011

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Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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Fund 42: Bond Fund, Measure E

bc11pn930a	9/30/2011 B008445	Decreases	Increases
7900	CONTINGENCY OR RESERVE	482,685	0
8800	LOCAL REVENUE	482,685	0
Reason: Description:	Adjustment Reduce interest/invest income	965,370	0
Summary by Major	Object for Fund 42	<u>Decreases</u>	Increases
7900 CONTINGE	NCY OR RESERVE	482,685	0
8800 LOCAL REV	ENUE	482,685	0
		965,370	0

BOARD REPORT / BUDGET INCREASES AND DECREASES

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 61 PROPERTY AND LIABILITY FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

Object Category	Description	Decrease	<u>Increase</u>
	Revenue Account		
8800	LOCAL REVENUE	\$18,729	
	Total revenue	\$18,729	
	Appropriation Account		
7900	CONTINGENCY OR RESERVE	\$18,729	
	Total appropriation	\$18,729	

RECOMMENDATION

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

Printed on 10/12/2011

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Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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Fund 61: Property and Liability Fund

bc	11pn930a	9/30/2011	B008445	Decreases	Increases
	7900	CONTINGENCY OR RESERV	E	18,729	0
8	3800	LOCAL REVENUE		18,729	0
	Reason: Description:	Adjustment Reduce interest/invest income		37,458	0
Summ	ary by Major	Object for Fund 61		Decreases	Increases
7900	CONTINGEN	NCY OR RESERVE		18,729	0
8800	LOCAL REV			18,729	0
				37,458	0

BOARD REPORT / BUDGET INCREASES AND DECREASES

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 62 WORKERS' COMPENSATION FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

Object Category	<u>Description</u>	<u>Decrease</u>	Increase
	Revenue Account		
8800	LOCAL REVENUE	\$30,951	
	Total revenue	\$30,951	
	Appropriation Account		
7900	CONTINGENCY OR RESERVE	\$30,951	
	Total appropriation	\$30,951	

RECOMMENDATION

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

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Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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Fund 62: Workers' Compensation Fund

b	c11pn930a	9/30/2011	B008445	Decreases	Increases
	7900	CONTINGENCY OR RESERV	/E	30,951	0
	8800	LOCAL REVENUE		30,951	0
	Reason: Description:	Adjustment Reduce interest/invest income		61,902	0
Sumn	nary by Major	Object for Fund 62		Decreases	Increases
7900	CONTINGEN	NCY OR RESERVE		30,951	0
8800	LOCAL REV	ENUE		30,951	0
				61,902	0

BOARD REPORT / BUDGET INCREASES AND DECREASES

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 63 RETIREE BENEFITS FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

Object Category	Description	Decrease	Increase
	Revenue Account		
8800	LOCAL REVENUE	\$294,118	
	Total revenue	\$294,118	
	Appropriation Account		
7900	CONTINGENCY OR RESERVE	\$294,118	
	Total appropriation	\$294,118	

RECOMMENDATION

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

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Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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Fund 63: Retiree Benefits Fund

bo	:11pn930a	9/30/2011 B008445	Decreases	Increases
	-			
	7900	CONTINGENCY OR RESERVE	294,118	0
	8800	LOCAL REVENUE	294,118	0
	Reason:	Adjustment	588,236	0
	Description:	Reduce interest/invest income		
Summ	ary by Major	Object for Fund 63	Decreases	Increases
7900	CONTINGEN	NCY OR RESERVE	294,118	0
8800	LOCAL REV	ENUE	294,118	0
			588,236	0

BOARD REPORT / BUDGET INCREASES AND DECREASES

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 74 STUDENT FINANCIAL AID FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget adjustments for the period and fund indicated. Each budget adjustment supporting these totals is found on the accompanying report "SUMMARY OF BUDGET INCREASES/DECREASES BETWEEN CLASSIFICATIONS".

Object Category	Description	<u>Decrease</u>	<u>Increase</u>
	Revenue Account		
8100 8800	FEDERAL REVENUE LOCAL REVENUE	\$5,912	\$35,000
	Total revenue	\$5,912	\$35,000
	Appropriation Account		
7000 7900	OTHER OUTGO CONTINGENCY OR RESERVE	\$5,912	\$35,000
	Total appropriation	\$5,912	\$35,000

RECOMMENDATION

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

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Board of Trustees SUMMARY OF BUDGET INCREASES AND DECREASES 7/1/2011 - 9/30/2011

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Fund 74: Student Financial Aid Fund

bc11pn914kk	9/14/2011	B008344	Decreases	Increases
7000	OTHER OUTGO		0	35,000
8100	FEDERAL REVENUE		0	35,000
			0	70,000
Reason:	New Budget			
Description:	NEWB#1655 SSS Prog yr1			
bc11pn930a	9/30/2011	B008445	Decreases	Increases
7900	CONTINGENCY OR RESER	RVE	5,912	0
8800	LOCAL REVENUE		5,912	0
			11,824	
Reason:	Adjustment		11,024	U
Description:	Reduce interest/invest incom	ne		
Summary by Major	Object for Fund 74		Decreases	Increases
7000 OTHER OUT	rgo		0	35,000
	ICY OR RESERVE		5,912	0
8100 FEDERAL R			0	35,000
8800 LOCAL REV	ENUE		5,912	0
			11,824	70.000

BOARD REPORT / BUDGET TRANSFERS

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 11 GENERAL FUND-UNRESTRICTED

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

Object Category	<u>Description</u>	<u>From</u>	<u>To</u>
	Appropriation Account		
1000	ACADEMIC SALARIES		\$500
4000	SUPPLIES AND MATERIALS	\$4,735	
5000	OPERATING EXPENSES AND SERVICES		12,945
6000	CAPITAL OUTLAY	8,710	
	Total Transfer	\$13,445	\$13,445

RECOMMENDATION

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

Printed on 10/12/2011 5.2 (25)

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bc11kt913c	9/13/2011 B008311	From	<u>To</u>
4000	SUPPLIES AND MATERIALS	0	2,250
5000	OPERATING EXPENSES AND SERVICES	0	3,000
6000	CAPITAL OUTLAY	5,250	0
	0	5,250	5,250
Reason:	Special Project Adjustment		
Description:	Alloc budg 4 website project		
bc11pn914h	9/14/2011 B008318	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS	650	0
6000	CAPITAL OUTLAY	0	650
		650	650
Reason:	Adjustment		
Description:	SAC Fire Wellness mobile suppl		
bc11pn914n	9/14/2011 B008323	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS	3,500	0
6000	CAPITAL OUTLAY	0	3,500
		3,500	3,500
Reason:	Adjustment		
Description:	SAC M&O custodial equipment		
bc11pn914q	9/14/2011 B008325	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS	200	0
5000	OPERATING EXPENSES AND SERVICES	0	200
			200
		200	
Reason:	Adjustment	200	200
	Adjustment SAC F&P Arts mileage expenses	200	200
Description:	SAC F&P Arts mileage expenses	From 890	<u>To</u> 0
Description: bc11pn916k	SAC F&P Arts mileage expenses 9/16/2011 B008362	<u>From</u>	<u>To</u>
Description: bc11pn916k 5000	SAC F&P Arts mileage expenses 9/16/2011 B008362 OPERATING EXPENSES AND SERVICES	<u>From</u> 890 0	<u>To</u> 0 890
Description: bc11pn916k 5000 6000	SAC F&P Arts mileage expenses 9/16/2011 B008362 OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY	<u>From</u> 890	<u>To</u> 0
Description: bc11pn916k 5000	9/16/2011 B008362 OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY Adjustment	<u>From</u> 890 0	<u>To</u> 0 890
Description: bc11pn916k 5000 6000 Reason: Description:	9/16/2011 B008362 OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY Adjustment DO HR laptop replacement	From 890 0 890	<u>To</u> 0 890
Description: bc11pn916k 5000 6000 Reason: Description:	9/16/2011 B008362 OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY Adjustment DO HR laptop replacement 9/19/2011 B008371	<u>From</u> 890 0	70 0 890 890
Description: bc11pn916k 5000 6000 Reason: Description: bc11pn919f 4000	9/16/2011 B008362 OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY Adjustment DO HR laptop replacement 9/19/2011 B008371 SUPPLIES AND MATERIALS	From 890 0 890	70 0 890 890 1,000
Description: bc11pn916k 5000 6000 Reason: Description: bc11pn919f 4000 5000	9/16/2011 B008362 OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY Adjustment DO HR laptop replacement 9/19/2011 B008371 SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES	From 890 0 890 890	70 0 890 890
Description: bc11pn916k 5000 6000 Reason: Description: bc11pn919f 4000	9/16/2011 B008362 OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY Adjustment DO HR laptop replacement 9/19/2011 B008371 SUPPLIES AND MATERIALS	From 890 0 890 From 0	70 0 890 890 1,000
Description: bc11pn916k 5000 6000 Reason: Description: bc11pn919f 4000 5000	9/16/2011 B008362 OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY Adjustment DO HR laptop replacement 9/19/2011 B008371 SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES	From 890 0 890 890	To 0 890 890 1,000 7,500
Description: bc11pn916k 5000 6000 Reason: Description: bc11pn919f 4000 5000 6000 Reason:	9/16/2011 B008362 OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY Adjustment DO HR laptop replacement 9/19/2011 B008371 SUPPLIES AND MATERIALS OPERATING EXPENSES AND SERVICES	From 890 0 890 890	To 0 890 890 1,000 7,500 0

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Board of Trustees SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS

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bc11kt92211d	9/22/2011 B008387	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES	0	500
4000	SUPPLIES AND MATERIALS	500	0
		500	500
Reason:	Adjustment		
Description:	Pay Marcia Bloom 0.5 LHE		
bc11pn923i	9/23/2011 B008398	From	<u>To</u>
4000	SUPPLIES AND MATERIALS	135	0
5000	OPERATING EXPENSES AND SERVICES	0	135
		135	135
Reason:	Adjustment		
Description:	•		
bc11pn929e	9/29/2011 B008423	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS	3,000	0
5000	OPERATING EXPENSES AND SERVICES	0	3,000
		3,000	3,000
Reason:	Adjustment		
Description:	SAC M&O custodial repairs		
Summary by Major	Object for Fund 11	From	<u>To</u>
1000 ACADEMIC	C SALARIES	0	500
	AND MATERIALS	4,735	0
	NG EXPENSES AND SERVICES	4,733	12,945
6000 CAPITAL		8,710	12,545
ON THE	JOI EN		
		13,445	13,445

BOARD REPORT / BUDGET TRANSFERS

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 12 GENERAL FUND-RESTRICTED

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

Object Category	Description	<u>From</u>	<u>To</u>
	Appropriation Account		
1000	ACADEMIC SALARIES		\$7,585
2000	CLASSIFIED / OTHER NONACADEMIC	\$25,751	
3000	EMPLOYEE BENEFITS	40,122	
4000	SUPPLIES AND MATERIALS	25,961	
5000	OPERATING EXPENSES AND SERVICES		70,000
6000	CAPITAL OUTLAY		977
7000	OTHER OUTGO		13,272
	Total Transfer	\$91,834	\$91,834

RECOMMENDATION

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

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7/1/2011 - 9/30/2011

bc11pn914c 4000	9/14/2011 B008315 SUPPLIES AND MATERIALS	<u>From</u> 0	<u>To</u> 300
5000	OPERATING EXPENSES AND SERVICES	700	0
6000	CAPITAL OUTLAY		400
0000	OAI TIAL OUTEAT	0	400
Reason: Description:	Special Project Adjustment SAC BSI printer, Office Depot	700	700
bc11pn914e	9/14/2011 B008317	From	To
1000	ACADEMIC SALARIES	From	<u>To</u> 2,500
3000	EMPLOYEE BENEFITS	0	367
5000	OPERATING EXPENSES AND SERVICES	0	
3000	OPERATING EXPENSES AND SERVICES	2,867	0
		2,867	2,867
Reason:	Special Project Adjustment		-
Description:	SCC TitleV 2 LHE overload/ben		
bc11pn914k	9/14/2011 B008320	Erom	To
4000	SUPPLIES AND MATERIALS	From 0	<u>To</u> 1,259
5000	OPERATING EXPENSES AND SERVICES		
3000	OFERATING EXPENSES AND SERVICES	1,259	0
Decem	Chariest Adiustment	1,259	1,259
Reason:	Special Project Adjustment DO YEP X-Entrep Tour food exps		
Description:	DO TEP A-Entrep Tour lood exps		
bc11pn914l	9/14/2011 B008321	From	To
4000	SUPPLIES AND MATERIALS	0	1,359
5000	OPERATING EXPENSES AND SERVICES	1,359	0
Reason:	Special Project Adjustment	1,359	1,359
Description:	DO YEP X-Entrep Tour food exps		
2000			
bc11pn914u	9/14/2011 B008328	From	<u>To</u>
2000	CLASSIFIFED/OTHER NONACADEMIC	1,000	
5000	OPERATING EXPENSES AND SERVICES	0	1,000
Decease.	Special Drainet Adjustment	1,000	1,000
Reason:	Special Project Adjustment SAC 5 DSPS staff to CAPED conf		
Description.	SAC 5 DOPS Stall to CAPED COIII		
bc11pn914v	9/14/2011 B008329	From	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES	4,850	0
6000	CAPITAL OUTLAY	0	4,850
		4.000	
Reason:	Special Project Adjustment	4,850	4,850
	SAC DSPS software/journal subs		

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7/1/2011 - 9/30/2011

bc11pn914w 3000	9/14/2011 B008330 EMPLOYEE BENEFITS		<u>To</u> 0
		2,000	
5000	OPERATING EXPENSES AND SERVICE	CES 422	0
7000	OTHER OUTGO	0	2,422
Reason: Description:	Special Project Adjustment SAC Teacher Ed textbook loan	2,422	2,422
bc11pn914x	9/14/2011 B008331	From	To
4000	SUPPLIES AND MATERIALS	366	0
5000	OPERATING EXPENSES AND SERVIO	CES 0	366
Reason: Description:	Special Project Adjustment SAC Counsel maximize SP#1227	366	366
bc11pn914ff	9/14/2011 B008339	From	<u>To</u>
4000	SUPPLIES AND MATERIALS	360	0
5000	OPERATING EXPENSES AND SERVIO	CES 0	360
Reason: Description:	Special Project Adjustment SAC GEAR UP conf/Food&Food Svc	360	360
bc11pn914gg	9/14/2011 B008340	From	<u>To</u>
4000	SUPPLIES AND MATERIALS	212	0
5000	OPERATING EXPENSES AND SERVICE	CES 0	212
		212	212
Reason: Description:	Special Project Adjustment DO BEC SW conference exps		
bc11pn914hh	9/14/2011 B008341	From	<u>To</u>
3000	EMPLOYEE BENEFITS	0	158
5000	OPERATING EXPENSES AND SERVICE	CES 158	0
		158	158
Reason: Description:	Special Project Adjustment DO BEC SW increase benefits	100	100
bc11pn914ii	9/14/2011 B008342	. From	<u>To</u>
3000	EMPLOYEE BENEFITS	0	158
4000	SUPPLIES AND MATERIALS	158	0
		158	158
Reason:	Special Project Adjustment		
Description:	DO BEC SW increase benefits		

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Board of Trustees SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS 7/1/2011 - 9/30/2011

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bc11pn916a	9/16/2011	B008352	From	<u>To</u>
3000	EMPLOYEE BENEFITS		91	0
4000	SUPPLIES AND MATERIALS		0	91
Decem	Special Drainet Adjustment		91	91
Reason: Description:	Special Project Adjustment DMC WIP proj support salary			
bc11pn916b	9/16/2011	B008353	From	<u>To</u>
4000	SUPPLIES AND MATERIALS		205	0
5000	OPERATING EXPENSES AN	D SERVICES	0	205
	On a sial Dasia at Adiosates and		205	205
Reason: Description:	Special Project Adjustment SAC GEAR UP print/repro			
bc11pn916d	9/16/2011	B008355	From	<u>To</u>
2000	CLASSIFIFED/OTHER NONA		500	0
5000	OPERATING EXPENSES AN		0	500
			500	500
Reason: Description:	Special Project Adjustment SAC DSPS mileage reimburse	ement	300	300
bc11pn916g	9/16/2011	B008358	From	<u>To</u>
1000	ACADEMIC SALARIES		3,000	0
2000	CLASSIFIFED/OTHER NONA	CADEMIC	0	30,500
4000	SUPPLIES AND MATERIALS		0	5,000
5000	OPERATING EXPENSES AN	D SERVICES	0	5,211
6000	CAPITAL OUTLAY		37,711	0
December 1	Charlest Adjustment		40,711	40,711
Reason: Description:	Special Project Adjustment SCC BCTE various expenses			
bc11pn916j	9/16/2011	B008361	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AN	D SERVICES	0	970
6000	CAPITAL OUTLAY		970	0
Reason:	Special Project Adjustment		970	970
Description:	•	ship		
bc11pn916m	9/16/2011	B008364	From	To
4000	SUPPLIES AND MATERIALS		0	3,000
5000	OPERATING EXPENSES AN	D SERVICES	3,000	0
Peace.	Special Project Adjustment		3,000	3,000
Reason: Description:	Special Project Adjustment SAC H&W Ctr stu med supplie	96		
Description.	Or to Havy ou stu med supplie	-5		

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10/12/2011 SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
1:46:42PM 7/1/2011 - 9/30/2011

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bc11pn919a 1000 3000 4000 6000	9/19/2011 ACADEMIC SALARIES EMPLOYEE BENEFITS SUPPLIES AND MATERIALS CAPITAL OUTLAY	B008366	From 8,808 1,246 0 50	To 0 0 10,104 0
Reason: Description:	Special Project Adjustment DMC student welding kits		10,104	10,104
bc11pn919b 5000 6000	9/19/2011 OPERATING EXPENSES AND CAPITAL OUTLAY Special Project Adjustment	B008367 D SERVICES	From 0 6,000 6,000	6,000 6,000
Reason: Description:				
bc11pn919d 5000 6000	9/19/2011 OPERATING EXPENSES AND CAPITAL OUTLAY	B008369 D SERVICES	From 740 0	740
Reason: Description:	Adjustment CITD new PC purchase		740	740
bc11pn921a 4000 6000	9/21/2011 SUPPLIES AND MATERIALS CAPITAL OUTLAY	B008374	From 0 412	110 412 0
Reason: Description:	Special Project Adjustment SAC lottery funds to corr tops		412	412
bc11pn921h 1000 2000 3000 4000 5000	9/21/2011 ACADEMIC SALARIES CLASSIFIFED/OTHER NONA EMPLOYEE BENEFITS SUPPLIES AND MATERIALS OPERATING EXPENSES AND		From 0 0 0 28,050 3,608	70 27,117 300 4,241 0
Reason: Description:	New Budget NEWB#2450 S.A.MCHS		31,658	31,658
bc11kt92211b 5000 6000	9/22/2011 OPERATING EXPENSES AND CAPITAL OUTLAY	B008385 D SERVICES	From 0 1,320	1,320 0
Reason: Description:	Special Project Adjustment Pay instr assistant & software		1,320	1,320

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SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
7/1/2011 - 9/30/2011

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bc11kt92211e	9/22/2011	B008388	From	<u>To</u>
1000	ACADEMIC SALARIES		1,660	0
4000	SUPPLIES AND MATERIALS		737	0
6000	CAPITAL OUTLAY		0	2,397
			2,397	2,397
Reason:	Special Project Adjustment		2,031	2,001
Description:	Buy a laptop & instr equip			
bc11pn923d	9/23/2011	B008393	From	<u>To</u>
3000	EMPLOYEE BENEFITS		1,200	0
5000	OPERATING EXPENSES AN	D SERVICES	0	1,200
			4 200	1,200
Reason:	Special Project Adjustment		1,200	1,200
Description:		cert		
bc11pn923f	9/23/2011	B008395	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		10,000	0
7000	OTHER OUTGO		0	10,000
			10,000	10,000
Reason:	Adjustment		10,000	10,000
Description:	Res Dev student books			
bc11pn923h	9/23/2011	B008397	From	<u>To</u>
2000	CLASSIFIFED/OTHER NONA	CADEMIC	2,000	0
3000	EMPLOYEE BENEFITS		800	0
5000	OPERATING EXPENSES AN	D SERVICES	0	2,800
Reason:	Special Project Adjustment		2,800	2,800
Description:		je		
bc11pn923m	9/23/2011	B008402	From	<u>To</u>
4000	SUPPLIES AND MATERIALS		0	50
5000	OPERATING EXPENSES AN	D SERVICES	0	2,850
6000	CAPITAL OUTLAY		2,900	0
				2,000
Reason:	Special Project Adjustment		2,900	2,900
Description:	_ `			
bc11kt92311a	9/23/2011	B008403	From	<u>To</u>
2000	CLASSIFIFED/OTHER NONA	CADEMIC	23,628	0
3000	EMPLOYEE BENEFITS		13,088	0
6000	CAPITAL OUTLAY		0	36,716
			20.740	26 746
Reason:	Special Project Adjustment		36,716	36,716
Description:				

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10/12/2011 SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS Page 8
7/1/2011 - 9/30/2011

bc11pn926a	9/26/2011	B008404	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AN	D SERVICES	0	37,000
6000	CAPITAL OUTLAY		37,000	0
Reason: Description:	Special Project Adjustment SAC engineer software license	es	37,000	37,000
bc11pn927d	9/27/2011	B008408	From	<u>To</u>
4000	SUPPLIES AND MATERIALS		2,390	0
5000	OPERATING EXPENSES AN	D SERVICES	0	2,390
8 <u>.</u> 16.5			2,390	2,390
Reason: Description:	Special Project Adjustment SCC Fin Aid annual conference	ees		
bc11pn927e	9/27/2011	B008409	From	To
2000	CLASSIFIFED/OTHER NONA		1,000	<u>To</u> 0
5000	OPERATING EXPENSES AN		0	1,000
			1,000	1,000
Reason: Description:	Special Project Adjustment SP#1227 SAC STEM/stu guide	e	1,000	1,000
bc11pn927i	9/27/2011	B008413	From	To
5000	OPERATING EXPENSES AN	D SERVICES	0	5,285
6000	CAPITAL OUTLAY		5,285	. 0
	One siel Besie at Adhester est		5,285	5,285
Reason: Description:	Special Project Adjustment SAC Sheriff's Acad sweep cor	ntr		
bc11pn929a	9/29/2011	B008419	From	<u>To</u>
4000	SUPPLIES AND MATERIALS		6,500	0
5000	OPERATING EXPENSES AN	DSERVICES	0	6,500
			6,500	6,500
Reason: Description:	Special Project Adjustment SAC H&W Crisis Ldrshp conf,	MA		
bc11pn929c	9/29/2011	B008421	From	<u>To</u>
4000	SUPPLIES AND MATERIALS		0	3,500
5000	OPERATING EXPENSES AN	DSERVICES	3,500	0
			3,500	3,500
Reason: Description:	Special Project Adjustment SAC H&W flu vaccines/med s	uppl		

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Board of Trustees SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS 7/1/2011 - 9/30/2011

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bc11pn929d	9/29/2011 B008422	From	To
2000	CLASSIFIFED/OTHER NONACADEMIC	27,099	0
3000	EMPLOYEE BENEFITS	25,323	0
6000	CAPITAL OUTLAY	0	52,422
Danaen.	Charles Decises Adjustment	52,422	52,422
Reason: Description:	Special Project Adjustment DMC robotic welder-HS outreach		
bc11pn929h	9/29/2011 B008426	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES	<u>1-10111</u> 44	10
3000	EMPLOYEE BENEFITS	0	44
Reason:	Special Project Adjustment	44	44
	SCC BSI Grant facilitation/ben		
bc11pn929i	9/29/2011 B008428	From	<u>To</u>
4000	SUPPLIES AND MATERIALS	3,158	0
5000	OPERATING EXPENSES AND SERVICES	0	3,158
		3,158	3,158
Reason:	Special Project Adjustment	0,100	0,100
Description:	OEC non-cr matr sftwr lic/supp		
bc11pn929z	9/29/2011 B008443	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES	0	4,850
6000	CAPITAL OUTLAY	4,850	0
		4,850	4,850
Reason: Description:	Special Project Adjustment SAC DSPS JAWS pro sftwr corr		
2000	, or to both or		
bc11pn930b	9/30/2011 B008446	From	To
1000	ACADEMIC SALARIES	0	1,000
2000	CLASSIFIFED/OTHER NONACADEMIC	1,066	0
3000	EMPLOYEE BENEFITS	0	66
5000	OPERATING EXPENSES AND SERVICES	0	50
6000	CAPITAL OUTLAY	50	0
		1,116	1,116
Reason:	Special Project Adjustment		
Description:	SP#1697 services in program		
bc11pn930c	9/30/2011 B008447	From	<u>To</u>
1000	ACADEMIC SALARIES	9,520	0
2000	CLASSIFIFED/OTHER NONACADEMIC	258	0
3000	EMPLOYEE BENEFITS	1,408	0
4000	SUPPLIES AND MATERIALS	0	1,100
5000	OPERATING EXPENSES AND SERVICES	0	9,236
7000	OTHER OUTGO	0	850
		11,186	11,186
Reason:	Special Project Adjustment SP#1709 UB III yr5 revised		12.5
Dood iption.	C		

RSCCD 10/12/201 1:46:42P	COMMITTED DODOLI III MITO LITO DE III LEIT	CLASSIFICATIONS	BU0010-1 Page 10
Summar	y by Major Object for Fund 12	<u>From</u>	<u>To</u>
1000 A	CADEMIC SALARIES	0	7,585
2000 C	LASSIFIED/OTHER NONACADEMIC	25,751	0
3000 EI	MPLOYEE BENEFITS	40,122	0
4000 SI	UPPLIES AND MATERIALS	25,961	0
5000 O	PERATING EXPENSES AND SERVICES	0	70,000
6000 C	APITAL OUTLAY	0	977
7000 O	THER OUTGO	0	13,272
		91,834	91,834

BOARD REPORT / BUDGET TRANSFERS

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 33 CHILD DEVELOPMENT FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

Object Category	Description	<u>From</u>	<u>To</u>
			*
	Appropriation Account		
1000	ACADEMIC SALARIES	006.461	\$27,815
2000 4000	CLASSIFIED / OTHER NONACADEMIC SUPPLIES AND MATERIALS	\$36,461	4,954
5000 6000	OPERATING EXPENSES AND SERVICES CAPITAL OUTLAY	1,746	5,438
	Total Transfer	\$38,207	\$38,207

RECOMMENDATION

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

Printed on 10/12/2011 5.2 (37)

RSCCD Board of Trustees BU0010-1 10/12/2011 SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS Page 11 1:46:42PM 7/1/2011 - 9/30/2011 **Fund 33: Child Development Fund** bc11pn914m 9/14/2011 B008322 From <u>To</u> 2000 CLASSIFIFED/OTHER NONACADEMIC 340 0 6000 CAPITAL OUTLAY 340 0 340 340 Reason: Special Project Adjustment **Description:** CDS workroom table bc11pn914y B008332 9/14/2011 From <u>To</u> 1000 **ACADEMIC SALARIES** 2.051 5000 **OPERATING EXPENSES AND SERVICES** 2,051 0 2,051 2,051 Reason: Special Project Adjustment Description: CDS OCDE alloc COB corr bc11pn914aa 9/14/2011 B008334 **From** <u>To</u> 1000 **ACADEMIC SALARIES** 14,973 5000 **OPERATING EXPENSES AND SERVICES** 0 14,973 14,973 14,973 Reason: Special Project Adjustment **Description:** CDS teachers/substitutes bc11pn914bb 9/14/2011 B008335 **From** <u>To</u> 5000 OPERATING EXPENSES AND SERVICES 2,500 6000 CAPITAL OUTLAY 0 2,500 2,500 2,500 Reason: Special Project Adjustment **Description:** CDS telephones/PCs bc11pn914cc 9/14/2011 B008336 **From** To CLASSIFIFED/OTHER NONACADEMIC 2000 14,136 4000 SUPPLIES AND MATERIALS 5.200 0 5000 **OPERATING EXPENSES AND SERVICES** 0 8,936 14,136 14,136 Reason: Special Project Adjustment **Description:** CDS final purchase orders bc11pn914dd 9/14/2011 B008337 To **From** 2000 CLASSIFIFED/OTHER NONACADEMIC 5.000 6000 **CAPITAL OUTLAY** 0 5.000

Reason:

Special Project Adjustment

Description: CDS telephones/PCs

5.000

5,000

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Board of Trustees SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS 7/1/2011 - 9/30/2011

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Fund 33: Child Development Fund

bc11pn914ee	9/14/2011	B008338	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES		0	14,893
2000	CLASSIFIFED/OTHER NONA	CADEMIC	14,893	0
			14,893	14,893
Reason: Description:	Special Project Adjustment CDS administrative salaries			
2000p.i.o.ii.				
bc11kt92211c	9/22/2011	B008386	From	<u>To</u>
4000	SUPPLIES AND MATERIALS		639	0
5000	OPERATING EXPENSES AN	D SERVICES	773	0
6000	CAPITAL OUTLAY		0	1,412
			1,412	1,412
Reason:	Adjustment			
Description:	Purchase food processor			
bc11pn927g	9/27/2011	B008410	From	To
4000	SUPPLIES AND MATERIALS		0	300
6000	CAPITAL OUTLAY		300	0
			300	300
Reason:	Special Project Adjustment		300	000
Description:	SAC ECEC juicer/blender			
bc11pn927h	9/27/2011	B008411	From	To
4000	SUPPLIES AND MATERIALS	D000411	<u> </u>	<u>To</u> 93
5000	OPERATING EXPENSES AN	D SERVICES	93	0
Reason:	Special Project Adjustment		93	93
	CDS overspent accounts			
bc11kt92711a	9/27/2011	B008414	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AN	D SERVICES	0	5,255
6000	CAPITAL OUTLAY		5,255	0
			5,255	5,255
Reason:	Special Project Adjustment Cover overexpenditures			
Description:	Cover overexpenditures			
bc11pn929aa	9/29/2011	B008444	From	<u>To</u>
2000	CLASSIFIFED/OTHER NONA	CADEMIC	2,092	0
5000	OPERATING EXPENSES AN	D SERVICES	0	351
6000	CAPITAL OUTLAY		0	1,741
			2,092	2,092
Reason:	Special Project Adjustment		7	
Description:	CDS rev room reconfiguration			

RSCCE 10/12/2 1:46:42	2011 SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATION	BU0010-1 ONS Page 13
Summa	ary by Major Object for Fund 33 From	n <u>To</u>
1000	ACADEMIC SALARIES	0 27,815
2000	CLASSIFIED/OTHER NONACADEMIC 36,46	1 0
4000	SUPPLIES AND MATERIALS	0 4,954
5000	OPERATING EXPENSES AND SERVICES 1,74	16 0
6000	CAPITAL OUTLAY	0 5,438
	38,20	38,207

BOARD REPORT / BUDGET TRANSFERS

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 42 BOND FUND, MEASURE E

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

Object Category	<u>Description</u>	<u>From</u>	<u>To</u>
	Appropriation Account		
6000 7900	CAPITAL OUTLAY CONTINGENCY OR RESERVE	\$100,000	\$100,000
	Total Transfer	\$100,000	\$100,000

RECOMMENDATION

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

RSCCD	Board of Trustees	BU0010-1
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Fund 42: Bond Fund, Measure E

bc	11pn921d	9/21/2011	B008377	From	To
	6000	CAPITAL OUTLAY		0	100,000
	7900	CONTINGENCY OR RESERV	/ E	100,000	0
	Reason: Description:	Special Project Adjustment SAC/CDC path of travel impro	ove	100,000	100,000
Summ	ary by Major	Object for Fund 42		From	<u>To</u>
6000	CAPITAL OL	JTLAY		0	100,000
7900	CONTINGEN	NCY OR RESERVE		100,000	0
				100,000	100,000

BOARD REPORT / BUDGET TRANSFERS

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 61 PROPERTY AND LIABILITY FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

Object Category	<u>Description</u>	From	<u>To</u>
	Appropriation Account		
5000 7900	OPERATING EXPENSES AND SERVICES CONTINGENCY OR RESERVE	\$100,000	\$100,000
	Total Transfer	\$100,000	\$100,000

RECOMMENDATION

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

RSCCD Board of Trustees BU0010-1
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Fund 61: Property and Liability Fund

bc11kt92211a	9/22/2011 B008384	From	To
5000	OPERATING EXPENSES AND SERVICES		100,000
7900	CONTINGENCY OR RESERVE	100,000	0
Reason: Description:	Adjustment Fund The Wright Group PO	100,000	100,000
Summary by Major	Object for Fund 61	<u>From</u>	<u>To</u>
5000 OPERATING	S EXPENSES AND SERVICES	0	100,000
7900 CONTINGE	NCY OR RESERVE	100,000	0
		100,000	100.000

BOARD REPORT / BUDGET TRANSFERS

From 7/1/2011 To 9/30/2011 Board Meeting on 10/24/2011

FUND: 79 DIVERSIFIED TRUST FUND

BACKGROUND

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

ANALYSIS

This listing provides by major object code the total of budget transfers for the period and fund indicated. Each budget transfer supporting these totals is found on the accompanying report "SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS".

Object Category	Description Appropriation Account CONTINGENCY OR RESERVE	<u>From</u>	<u>To</u>
	Appropriation Account		
7900	CONTINGENCY OR RESERVE	\$4,818	
	Total Transfer	\$4,818	

RECOMMENDATION

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

RSCCD 10/12/2011 1:46:42PM	Board of Trustees SUMMARY OF BUDGET TRANSFERS BETWEEN C 7/1/2011 - 9/30/2011	CLASSIFICATIONS	BU0010-1 Page 16
Fund 79: Diversifi	ed Trust Fund		
bc11pn921e	9/21/2011 B008378	From	<u>To</u>
7900	CONTINGENCY OR RESERVE	4,818	0
Reason:	Adjustment	4,818	0
	: Corr Fund 79, Div Trust Fund		
Summary by Majo	r Object for Fund 79	From	<u>To</u>
7900 CONTINGE	NCY OR RESERVE	4,818	0
		4,818	0

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	October 24, 2011
Re:	Approval of Construction Management Proposal for the and Installation Project at Santa Ana College	Video Surve	illance System
Action:	Request for Approval		

BACKGROUND:

Bernards Builders and Management Services have compiled extensive background and knowledge of the Santa Ana College infrastructure. With that knowledge, they've been asked to provide construction management services during the installation and implementation of the video surveillance system at SAC.

ANALYSIS:

As noted in the attached proposal dated October 11, 2011 from Bernards Builders and Management Services, the estimated fee for the proposed services is detailed in the cost break down shown in the proposal attachment. Bernards' fee for the anticipated staff is \$177,152.00 with no costs for reimbursable expenses. This is a separate request for services not directly associated with any past or current construction project.

RECOMMENDATION:

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

Fiscal Impact:	\$177,152.00	Board Date: October 24, 201			
Prepared by:	Alex Oviedo, District Construction Supervisor				
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services					
Recommended by:	Raúl Rodríguez, Ph.D., Chanc	ellor			



October 11, 2011

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

Subject: Rancho Santiago Community College District

Video Surveillance System and Installation Project

Bernards' Fee Proposal



Pursuant to discussions between the District and Bernards' Project Manager Jerry Neve, we are submitting a proposal for Pre-Construction and Construction Management Services for the above-mentioned project in the following amount:

Via E-Mail

	Position	Individual	Rate	Hours	Cost
1.	Preconstruction Services (Sr. Project Manager 11/1/11 - 12/31/11)	Jerry Neve	\$130.00	336	\$43,680
2.	Construction Management Services (Construction Manager 1/1/12 - 8/31/12)	William Perez	\$97.00	1,376	\$133,472
3.	General Conditions				No Cost
				TOTAL	\$177,152

Our services will include the following tasks:

Preconstruction Services

- Assist with Bid Document (Division 0 and 1) development and review
- Establish/evaluate "Alternate pricing and Unit pricing" for materials and labor
- Assist with review and processing of pre-Bid Request for Informations
- Assist with review of Contractor's Prequalification
- · Review of documents
- Assist with Bid opening, review responsiveness/responsibility of bidders
- Develop Project Procedures Manual.

Construction Management Services

- Assist with review of Contractor Submittals
- Assist with the coordination of the Contractor's work and the campus activities
- Conduct and record minutes for Construction Progress Meetings
- Review and advise on Contractor change order proposal
- Review and comment n Contractor's construction schedule
- Provide general oversight of the work
- Provide status reports.

inland Empire Regional Office

3633 East Inland Emoire Styl., Suite 360 T 1009 941 5223 Ontains CA 31764 F 909 941 5223 Otherise Vol. 502007 www.bernards.com 2

Mr. Alex Oviedo Video Surveillance System and Installation Project Bernards' Fee Proposal October 11, 2011 Page 2

Jerry Neve will continue to provide project management oversight and the work will be performed by our Construction Manager, William Perez.

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: Ms. Sylvia LeTourneau, Rancho Santiago CCD

Mr. Darryl Odum, Rancho Santiago CCD

Mr. Robb Gumbert, Rancho Santiago CCD

Mr. Michael Cawlina, Bernards

Mr. Jerry Neve, Bernards

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: October 24, 2011
Re:	Approval of Notice of Completion: Ana College	Bid #1177 Data Center Upgrades at Santa
Action:	Request for Approval	

BACKGROUND:

On May 23, 2011, the District approved a contract with Current Electric to complete the Data Center Upgrades for Santa Ana College. 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, which provided emergency power connection to existing HVAC equipment that services the data center, was substantially complete on September 12, 2011, 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 \$19,400.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the concrete and masonry project as presented.

Fiscal Impact:	\$19,400.00	Board Date: October 24, 2011
Prepared by:	Darryl Odum, Director, D	istrict Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Ch	ancellor, Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez, Ph.D., C	nancellor

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

AND WHEN RECORDED MAIL TO:

Mr. Darryl A. Odum Rancho Santiago Community College District 2323 N. Broadway Santa Ana, CA 92706-1640 **GOVERNMENT CODE 6103**

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 Santa Ana College, located at 1530 W. 17th Street, Santa Ana, California, caused improvements to be made to the property to wit: Bid No. 1177/Data Center Upgrade, the contract for the doing of which was heretofore entered into on the 6th day of June, 2011, which contract was made with Current Electric, P.O.11-P0019328, as contractor; that said improvements were completed on the 12th day of September, 2011, and accepted by formal action of the governing Board of said District on the 24th day of October, 2011; 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 American Contractors Indemnity Company.

Rancho Santiago Community College District of Orange County, California

		by		
State of California)			
County of Orange	§)			
I, the undersigned, s	ate that I have read the foregoing	ng document, an	d know the	
contents thereof, and	that the facts therein stated are	true of my own	knowledge.	
I declare under pena	ty of perjury that the foregoing	g is true and corre	ect.	
Executed at		· · · · · · · · · · · · · · · · · · ·	California, on	
	, 20			
Signature				
	name of corporation, partner	rship, etc., if an	ıv)	

BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: October 24, 2011
Re:	Adoption of Resolution No. 11-46 – Plumbing Santiago Canyon College	for the Athletics/Aquatics Complex at
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Construction, Inc. for Bid #1140, plumbing for the Athletics/Aquatics Complex at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 11-46 as well as Exhibit A.

Resolution No. 11-46 and Change Order #5 as outlined, increases the contract by \$23,395.44. The revised contract amount is \$892,327.57. It should be noted that Interpipe Construction, Inc. original cost submittal was \$32,395.44 but was reduced to \$23,395.44, saving the District \$9,000.00. This cost increase will be back charged to Mepco Services, Inc.

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 21.374% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 11-46, Interpipe Construction, Inc. for Bid #1140, plumbing for the Athletics/Aquatics Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$23,395.44	Board Date: October 24, 2011	
Prepared by:	Darryl A. Odum, Director, D	istrict Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services		
Recommended by:	Raúl Rodríguez., Ph.D., Char	ncellor	

BEFORE THE GOVERNING BOARD OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

RESOLUTION NO.	11-46

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

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including addition of a new sewer line for an additional drinking fountain. These items are more fully described in Exhibit "A";

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

WHEREAS, the total cost for the Change Order is \$23,395.44 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.
Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.
Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.
APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 24 th day of October, 2011, by the following vote:
AYES:
NOES:
ABSENT:
ABSTAINED:
I,, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution if on file in office of said Board.
President of the Board of Trustees
Rancho Santiago Community College District
I,, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 24 th day of October, 2011, by the above described vote of the Governing Board;
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this day of, 20
Clerk of the Board of Trustees
Rancho Santiago Community College Digitalet

EXHIBIT "A"

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

CHANGE ORDER		Rancho Sar 2323 N. Bro	ntiago Con adway, San	nmunity Col ta Ana, CA	lege District 92706-1640
Project:	Athletics and Aquatics Complex at Santiago Canyon College	Bid No.	1140	P.O. #	10-P0014549
		D.S.A. No.		4-109	7232
Contractor:	Interpipe Contracting Inc	Change Or	der No.	5	
Architect:	The Austin Company	Date:	October	5, 2011	

SUMMARY OF CONTRACT PRICE			
Original Contract Amount		\$735,190.00	
Previous Change Orders	\$133,742.13		
This Change Order	\$23,395.44		
Total Change Orders		\$157,137.57	
Revised Contract Amount		\$892,327.57	
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		October 24, 2011	

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

CI	HANG	SE ORDER		Santiago Commui roadway, Santa And	,	
Project:	Athletics and Aquat	tics Complex at Santiago Canyon College	Bid No.	1140 o.	P.O. # 4-109	10-P0014549 232
Contractor:	Interpipe Contraction	ng Inc	Change (Order No.	5	
Architect:	The Austin Compar	пу	Date:	October 5, 2	2011	
ITEM NO.	EXPLANATION:			CREDIT		EXTRA
1.0	DESCRIPTION: REASON: REQUESTOR: TIME EXTENSION:	Install storm drain line underneath existing electrical ductbank per field change directive eight Change revise site grading to allow installation of storm drain and catch basins (Back Charge Mepco). Original cost was \$32,395.44. District saved \$9,000.00. District ADDS 0 calendar days				\$23,395.44
		Sub-Total		\$0.00		\$23,395.44
		Tota				\$23,395.44

BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees Date: October 24, 201	
Re:	Adoption of Resolution No. 11-47 – Concrete for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 11-47 as well as Exhibit A.

Resolution No. 11-47 and Change Order #2 as outlined, increases the contract by \$27,811.00. The revised contract amount is \$379,977.00. It should be noted that Guy Yocom Construction, Inc. original cost submittal was \$28,686.01 but was reduced to \$27,811.00, saving the District \$875.01. This cost increase will be offset with a deductive Change Order to Southern California Grading.

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 23.389% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 11-47, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$27,811.00	Board Date: October 24, 201
Prepared by:	Darryl A. Odum, Director, Distr	ict Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancelle	or, Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez., Ph.D., Chance	llor

BEFORE THE GOVERNING BOARD OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

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

RESOLUTION NO.	11-47

WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for construction work at the Loop Road Extension at Santiago Canyon College, ("Project") to Guy Yocom Construction ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including providing 8,100 S.F. of 6 in. hot mix asphalt place in two lifts. These repairs were not included in the original scope of work and were required to complete the Loop Road work. These items are more fully described in Exhibit "A";

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

WHEREAS, the total cost for the Change Order is \$27,811.00 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.
Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.
Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.
APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 24 th day of October, 2011, by the following vote:
AYES:
NOES:
ABSENT:
ABSTAINED:
I,, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution if on file in office of said Board.
President of the Board of Trustees Rancho Santiago Community College District
I,, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 24 th day of October, 2011, by the above described vote of the Governing Board;
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this day of, 20
Clerk of the Board of Trustees Rancho Santiago Community College District

СН	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:	Santiago Canyon College Loop Road Extension	Bid No.	1136	P.O. #	10-BP000257
		D.S.A. No.		04-1105	94
Contractor:	Guy Yocom Construction	Change Ord	der No.	2	
Architect:	LPA Inc	Date:	October 7	, 2011	

SUMMARY OF C	CONTRACT PRICE	
Original Contract Amount		\$307,950.00
Previous Change Orders	\$44,216.00	
This Change Order	\$27,811.00	
Total Change Orders		\$72,027.00
Revised Contract Amount		\$379,977.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 19, 2011
RSCCD Board Approval Date		October 24, 2011

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

Project:	Santiago Canyon College Loop Road Extension	Bid No.	1136	P.O. #	10-BP000257
	Sumage Caryon Conage 200p Road Extension	D.S.A. No.	•	04-110:	594
Contractor:	Guy Yocom Construction	Change C	order No.	2	
Architect:	LPA Inc	Date:	October 7	, 2011	
ITEM NO.	EXPLANATION:		CREDIT		EXTRA
1.0	DESCRIPTION: Temporary patch of existing bus pads			\$0.00	\$454.0
	REASON: Existing concrete up-lifting causing a safety issue				
	REQUESTOR: District				
	TIME EXTENSION: ADDS 0 calendar days			\$0.00	\$12,132.0
2.0	DESCRIPTION: Removal of existing tree roots at retaining wall				
	REASON: Work done on behalf of Southern California Grading, as included in the Earthwork scope of work. Cost to be offset via a deductive CO to SCG. REQUESTOR: District				
	TIME EXTENSION: ADDS 0 calendar days				
3.0	DESCRIPTION: Out of sequence work, early installations of walkways and sidewalks. REASON: District requested to have walkways and sidewalks open in time for fall semester. Original cost was \$4,269, costs were reduced by \$557. REQUESTOR: District			\$0.00	\$3,712.0
	TIME EXTENSION: ADDS 0 calendar days				
4.0	DESCRIPTION: Install sidewalk reinforcing steel into existing curbs REASON: To prevent up-lifting of new sidewalk REQUESTOR: District TIME EXTENSION: ADDS 0 calendar days			\$0.00	\$430.0
5.0	DESCRIPTION: Installation and removal of temporary patch for open fire line trench across drive approach. REASON: District requested a solid surface over trench in lieu of temporary fill.			\$0.00	\$8,967.0
	· ·				

CH	IANGE ORDER	l .	antiago Commi padway, Santa A	-	_	
Project:	Santiago Canyon College Loop Road Extension	Bid No.	1136		P.O. #	10-BP000257
		D.S.A. No	•	(04-110594	4
Contractor:	Guy Yocom Construction	Change C	rder No.		2	
Architect:	LPA Inc	Date:	October 7,	2011		
ITEM NO.	EXPLANATION:		CREDIT			EXTRA
6.0	DESCRIPTION: Replacement of sidewalk required during curb demolition. REASON: Due to the original installation of the sidewalk and curb, both materials were required to be removed. Original cost was \$891.01 but was lowered by \$116.01. REQUESTOR: District TIME EXTENSION: ADDS 0 calendar days			\$0.00		\$775.0 0
7.0	DESCRIPTION: Replacement of gutter required during curb demolition. REASON: Due to the original installation of the curb and gutter, both materials were required to be removed. Original cost was \$1.543. but reduced by \$202.00. REQUESTOR: District TIME EXTENSION: ADDS 0 calendar days			\$0.00		\$1,341.00
	Sub-Total			\$0.00		\$27,811.00
	Total					\$27,811.00

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees Date: October 24,	2011
Re:	Adoption of Resolution No. 11-48 – Electric for the Santiago Canyon Road and Parking Lot at Santiago Canyon College	Entry
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Dynalectric for Bid #1139, electric for the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The original drawings showed the emergency phone system as it was originally. An addendum was issued to update the system to current District requirements. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 11-48 as well as Exhibit A.

Resolution No. 11-48 and Change Order #2 increases the contract by \$59,984.65. The revised contract amount is \$191,930.33. 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 59.942% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 11-48, Dynalectric for Bid #1139, electric for the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	\$59,984.65	Board Date: October 24, 2011
Prepared by:	Darryl A. Odum, Director,	District Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Char	ncellor, Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez., Ph.D., Ch	ancellor

BEFORE THE GOVERNING BOARD OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO INTERPIPE CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO CANYON COLLEGE SANTIAGO CANYON ROAD ENTRY AND PARKING LOT

RESOLUTION NO.	11-48
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WHEREAS, the Governing Board of the Rancho Santiago Community College District ("District") previously awarded a contract for construction work at the Santiago Canyon Road Entry and Parking Lot at Santiago Canyon College, ("Project") to Dynalectric ("Contractor");

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project ("Change Order") including providing 8,100 S.F. of 6 in. hot mix asphalt place in two lifts. These repairs were not included in the original scope of work and were required to complete the Santiago Canyon Road Entry and Parking Lot work. These items are more fully described in Exhibit "A";

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

WHEREAS, the total cost for the Change Order is \$59,984.65 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.
Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.
Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.
APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 24 th day of October, 2011, by the following vote:
AYES:
NOES:
ABSENT:
ABSTAINED:
I,, President of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution if on file in office of said Board.
President of the Board of Trustees
Rancho Santiago Community College District
I,, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 24 th day of October, 2011, by the above described vote of the Governing Board;
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this day of, 20
Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

CHANGE ORDER FOR ADDITIONAL WORK RELATED TO THE SANTIAGO CANYON COLLEGE LOOP ROAD EXTENSION

СН	ANGE ORDER	Rancho Sant 2323 N. Brod	iago Comi idway, Santi	munity Coll a Ana, CA	ege District 92706-1640
Project:	Santiago Canyon College	Bid No.	1139	P.O. #	10-BP000227
		D.S.A. No.		4-110!	566
Contractor:	Dynalectric	Change Ord	ler No.	2	
Architect:	LPA, Inc.	Date:	October !	5, 2011	

SUMMARY OF CONTRACT PRICE						
Original Contract Amount		\$120,000.00				
Previous Change Orders	\$11,945.68					
This Change Order	\$59,984.65					
Total Change Orders		\$71,930.33				
Revised Contract Amount		\$191,930.33				
Previous Time Extensions	0 calendar days					
Time Extension - This Change Order	0 calendar days					
Total Time Extensions		0 calendar days				
Original Completion Date		September 25, 2011				
Revised Contract Completion Date						
RSCCD Board Approval Date		October 24, 2011				

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
Director - District Construction and Support Services	Aumonizea Signature	Date
Assistant Vice Chancellor - Facility Planning	Authorized Signature	Date
Peter J. Hardash		
Vice Chancellor, Business Operations/Fiscal Services	Authorized Signature	Date

C	HAN	GE ORDER		o Santiago Comr . Broadway, Santa	•	
Project:	Santiago Canyon R College	coad Entry and Parking Lot at Santiago Canyon	Bid No.		P.O. #	10-BP000227
Contractor:	Dynalectric			Order No.	2	300
Architect:	LPA, Inc.		Date:	October 5, 2	-	
ITEM NO.	EXPLANATION:			CREDIT		EXTRA
1.0	DESCRIPTION:	The campus emergency phone system specifictions were changed at bid time per addendum #2 (Credit provided for six blue phone model # 232126 and 230949)		\$7,350.00		\$44,741.00
	<u>REASON</u> :	Change was required for the emergency phone system to be operational.				
	REQUESTOR:	Architect				
2.0	DESCRIPTION:	ADDS 0 calendar days Provide new conduits and power to existing pump at new parking lot				\$22,593.65
	REASON:	Electric power needed to power existing pump for irrigation controllers				
	REQUESTOR: TIME EXTENSION:	Architect ADDS 0 calendar days				
		Sub-Tota	ı	\$7,350.00		\$67,334.65
		Toto	ıl			\$59,984.65

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees Date: October 24, 2011
Re:	Approval of Change Order #2, Bid #1136 – Concrete for the Humanities Building at Santiago Canyon College
Action:	Request for Approval

BACKGROUND:

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2.

Change Order #2 increases the contract by \$10,685.00. The revised contract amount is \$1,319,874.00. It should be noted that this cost increase will be back charged to Great American Insurance Company.

The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 1.303% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1136 for Guy Yocom Construction, Inc., concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$10,685.00	Board Date: October 24, 2011
Prepared by:	Darryl A. Odum, Director, District	t Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chancellor,	Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez., Ph.D., Chancello	or

CH	ANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:	Santiago Canyon College Humanities Bullding	Bid No.	1136	P.O. #	10-BP000253
		D.S.A. No.		04-1102	212
Contractor:	Guy Yocom Construction	Change Ord	der No.	2	
Architect:	LPA Inc	Date:	October 7	, 2011	

SUMMARY OF C	ONTRACT PRICE	
Original Contract Amount	mount	
Previous Change Orders	\$6,289.00	
This Change Order	\$10,685.00	
Total Change Orders		\$16,974.00
Revised Contract Amount		\$1,319,874.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 19, 2011
RSCCD Board Approval Date		October 24, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville CS	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
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

CH	IANGE ORDER		antiago Commu			ct
Project:	Santiago Canyon College Humanities Building	Bid No. D.S.A. No	1136		P.O. # 94-110212	10-BP000253
Contractor:	Guy Yocom Construction	Change C			2	
Architect:	LPA Inc	Date:	October 7, 2	011		
ITEM NO.	EXPLANATION:		CREDIT			EXTRA
1.0	DESCRIPTION: Install missing rebar in footings for CMU wall			\$0.00		\$1,189.00
	REASON: Tidwell did not provide correct original installation. Cost will be charged to Great American Insurance Co. REQUESTOR: District					
2.0	TIME EXTENSION: ADDS 0 calendar days DESCRIPTION: Install missing rebar in footings for mechanical and door openings REASON: Tidwell did not provide correct original installation. This cost will be sent to Great American Insurance Co. REQUESTOR: District TIME EXTENSION: ADDS 0 calendar days			\$0.00		\$9,496.00
	Sub-Total			\$0.00		\$10,685.00
	Total					\$10,685.00

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: October 24, 2011
Re:	Approval of Change Order #1, Bid #1139 – Electr Santiago Canyon College	ic for the Loop Road Extension at
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Dynalectric for Bid #1139, electric for the Loop Road Extension at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$2,474.00. The revised contract amount is \$227,474.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 1.100% 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, Bid #1139 for Dynalectric, electric for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$2,474.00	Board Date: October 24, 2011
Prepared by:	Darryl A. Odum, Directo	r, District Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Cl	nancellor, Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez., Ph.D.,	Chancellor

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:	Santiago Canyon College Loop Road Extension	Bid No.	1139	P.O. #	10-BP000229
Contractor:		D.S.A. No. Change Ord	der No	04-110	594
Architect:		Date:	October 7	7, 2011	

SUMMARY OF C	ONTRACT PRICE	
Original Contract Amount		\$225,000.00
Previous Change Orders	\$0.00	
This Change Order	\$2,474.00	
Total Change Orders		\$2,474.00
Revised Contract Amount		\$227,474. 00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 24, 2011
Revised Contract Completion Date		September 24, 2011
RSCCD Board Approval Date		October 24, 2011

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

CHARGE ODDED			Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
Project:	Santiago Canyon College Loop Road Extension	Bid No. D.S.A. No.	1139	P.O. #	10-BP000229
Contractor:	Dynalectric	Change O	rder No.	1	
Architect:	LPA Inc	Date:	October 7, 2	2011	
ITEM NO.	EXPLANATION:		CREDIT	E	XTRA
1.0	DESCRIPTION: Cleaning of existing vaults and conduits REASON: Required to proceed with work REQUESTOR: District TIME EXTENSION: ADDS 0 calendar days		\$0.00		\$2,474.00
	Sub-Tota		\$0.00		\$2,474.00
	Tota				\$2,474.00

BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees Date: October 24, 2011
Re:	Approval of Change Order #7, Bid #1139 – Electric for the Athletic/Aquatic Complex at Santiago Canyon College
Action:	Request for Approval

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Dynalectric, Inc., for Bid #1139, electric for the Athletic/Aquatic Complex.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #7.

Change Order #7 increases the contract by \$4,917.22. The revised contract amount is \$1,246,096.80. 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 5.878% 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 #7, Bid #1139 for Dynalectric, Inc., electric for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$4,917.22	Board Date: October 24, 2011	
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Bu	siness Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor		

СН	ANGE ORDER	Rancho San 2323 N. Bro	ntiago Comn adway, Santa	nunity Co Ana, CA	llege District 92706-1640
Project:	Athletic/Aquatic Complex Project at Santiago Canyon College	Bid No.	1139	P.O. #	10-BP000226
		D.S.A. No.		04-10	9232
Contractor:	Dynalectric	Change Or	der No.	7	
Architect:	The Austin Company	Date:	October 4	, 2011	

SUMMARY OF CONTRACT PRICE						
Original Contract Amount		\$1,200,000.00				
Previous Change Orders	\$65,619.02					
This Change Order	\$4,917.22					
Total Change Orders		\$70,536.24				
Revised Contract Amount		\$1,270,536.24				
Previous Time Extensions	0 calendar days					
Time Extension - This Change Order	0 calendar days					
Total Time Extensions		0 calendar days				
Original Completion Date		September 25, 2011				
Revised Contract Completion Date						
RSCCD Board Approval Date		October 24, 2011				

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

CHARICE OBDED				antiago Commu padway, Santa An		
Project:	Athletic/Aquatic Co	emplex Project at Santiago Canyon College	Bid No.	1139	P.O. #	10-BP000226 2232
Contractor:	Dynalectric		Change C	order No.	7	
Architect:	The Austin Compa	ny	Date:	October 4,	2011	
ITEM NO.	EXPLANATION:		CREDIT EXTRA			EXTRA
1.0	DESCRIPTION:	Provide additional electrical conduit and floor receptacles at fitness room #113 per field change directive 39		\$0.00		\$4,917.22
	REASON:	Additional power required for new treadmills in fitness center				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
		Sub-Tota		\$0.00		\$4,917.22
		Tota	ı			\$4,917.22

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees Date: Octob	per 24, 2011
Re:	Approval of Change Order #1, Bid #1141 – HVAC for the Athletics/Aqua Complex at Santiago Canyon College	ntics
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to West Tech Mechanical for Bid #1141, HVAC for the Athletics/Aquatics Complex at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$21,019.06. The revised contract amount is \$836,519.06. It should be noted that this cost increase will be back charged to Great American Insurance Company.

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 2.577% 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, Bid #1141 for West Tech Mechanical, HVAC for the Athletics/Aquatics Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$21,019.06	Board Date: October 24, 2011
Prepared by:	Darryl A. Odum, Director, D	istrict Construction and Support Services
Submitted by:	Peter J. Hardash, Vice Chance	cellor, Business Operations/Fiscal Services
Recommended by:	Raúl Rodríguez., Ph.D., Cha	ncellor

СН	ANGE ORDER	Rancho San 2323 N. Brod	tiago Comm adway, Santa	nunity Colle Ana, CA 9	ege District 22706-1640
•	Aquatic & Athletic Complex Project at Santiago	Bid No.	1141	P.O. #	10-BP000250
Canyon College		D.S.A. No.		04-1092	232
Contractor:	Westech Mechanical, Inc	Change Ord	der No.	1	
Architect:	The Austin Company	Date:	October 4	, 2011	

SUMMARY OF C	ONTRACT PRICE	
Original Contract Amount		\$815,500.00
Previous Change Orders	\$0.00	
This Change Order	\$21,019.06	
Total Change Orders		\$21,019.06
Revised Contract Amount		\$836,519.06
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		December 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		October 24, 2022

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	-

C	HANG	GE ORDER		antiago Commu padway, Santa Ana		
Project:	Aquatic & Athletic	Complex Project at Santiago Canyon College	Bid No.	1141	P.O. #	10-BP000250
Contractor:	Westech Mechanic	al, Inc	Change C	Order No.	1	
Architect:	The Austin Compa	ny	Date:	October 4, 2	2011	
ITEM NO.	EXPLANATION:			CREDIT		EXTRA
1.0	DESCRIPTION:	Additional cost escalation for air handler units for the aquatics project				\$21,019.06
	REASON:	Project delays caused by default of concrete contractor (Backcharge cost to Great American Insurance Co.)				
	REQUESTOR: TIME EXTENSION:	District ADDS 0 calendar days				
		Sub-Tota		\$0.00		\$21,019.06
		Tota				\$21,019.06

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees Da	ate: October 24, 2011
Re:	Approval of Change Order #2, Bid #1141 – HVAC for the Hum Santiago Canyon College	anities Building at
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to West Tech Mechanical for Bid #1141, HVAC for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of normal construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #2.

Change Order #2 increases the contract by \$15,496.00. The revised contract amount is \$2,169,610.00. 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 .912% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2, Bid #1141 for West Tech Mechanical, HVAC for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$15,496.00	Board Date: October 24, 2011		
Prepared by:	Darryl A. Odum, Director, District	Construction and Support Services		
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services			
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor			

CHANGE ORDER		Rancho San 2323 N. Broo	tiago Comn Idway, Santa	nunity Coll Ana, CA	ege District 92706-1640
Project: Santiago Canyon College Humanities Building		Bid No.	1141	P.O. #	10-BP000249
				04-110	212
Contractor:	West Tech Mechanical	Change Ord	der No.	2	
Architect:	LPA Inc	Date:	October 7	, 2011	

SUMMARY OF CO	SUMMARY OF CONTRACT PRICE						
Original Contract Amount		\$2,150,000.00					
Previous Change Orders	\$4,114.00						
This Change Order	\$15,496.00						
Total Change Orders		\$19,610.00					
Revised Contract Amount		\$2,169,610.00					
Previous Time Extensions	0 calendar days						
Time Extension - This Change Order	0 calendar days						
Total Time Extensions		0 calendar days					
Original Completion Date		December 7, 2011					
Revised Contract Completion Date		December 7, 2011					
RSCCD Board Approval Date		October 24, 2011					

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

CH	ANGE ORDER	Rancho S 2323 N. B	Santiago Con roadway, Santa	nmunity Co a Ana, CA	ollege District 92706-1640
Project:	Santiago Canyon College Humanities Building	Bid No. D.S.A. N	<i>1141</i>	P.O. #	10-BP000249 212
Contractor:	West Tech Mechanical	Change (Order Na.	2	
Architect:	LPA Inc	Date:	October 7	, 2011	
ITEM NO.	EXPLANATION:		REDIT		EXTRA
1.0	DESCRIPTION: CCD #22 Added Variable Air Volume (VAV) boxes, supply and return grills, ductwork, insulation, additional testing and balancing. REASON: Modifications to second and third floor additional classrooms REQUESTOR: District TIME EXTENSION: ADDS 0 calendar days		\$0.0	00	\$15,496.0 0
	Sub-Tota		\$0.0	00	\$15,496.00
	Tota				\$15,496.00

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	October 24, 2011
Re:	Approval of Change Order #3, Bid #1147 - Interiors Complex at Santiago Canyon College	for the	Athletic/Aquatic
Action:	Request for Approval		

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Inland Empire Architectural Specialties, Inc. (IEAS), for Bid #1147, interiors for the Athletic/Aquatic Complex.

ANALYSIS:

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

Change Order #3 increases the contract by \$5,249.03. The revised contract amount is \$515,012.47. It should be noted that this cost increase will be back charged to Great American Insurance Company.

The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 3.385% 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, Bid #1147 for IEAS, interiors for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$5,249.03	Board Date: October 24, 2011		
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services			
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services			
Recommended by:	Raúl Rodríguez., Ph.D., Cl	nancellor		

Rancho Santiago Community College District **CHANGE ORDER** 2323 N. Broadway, Santa Ana, CA 92706-1640 Athletic/Aquatic Complex Project at Santiago Canyon Bid No. P.O. # 10-P0014650 Project: 1147 College D.S.A. No. 04-109232 3 Contractor: Inland Empire Architectural Specialties Inc Change Order No. Date: October 4, 2011 Architect: The Austin Company

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		\$498,148.43		
Previous Change Orders	\$11,615.01			
This Change Order	\$5,249.03			
Total Change Orders	·	\$16,864.04		
Revised Contract Amount		\$515,012.47		
Previous Time Extensions	0 calendar days			
Time Extension - This Change Order	0 calendar days			
Total Time Extensions		0 calendar days		
Original Completion Date		November 25, 2011		
Revised Contract Completion Date				
RSCCD Board Approval Date		October 24, 2011		

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

CI	HANC	SE ORDER		Santiago Commu roadway, Santa An		
Project:	Arnieric/Aquatic Complex Project at Santiago Canyon College		bilege Bid No. 1147 D.S.A. No.		P.O. #	10-P0014650 232
Contractor: Architect:	Inland Empire Architectural Specialties Inc		Change (Order No.	3	
ITEM NO.	The Austin Compare EXPLANATION:	ıy	Date: October 4, 2011 CREDIT			EXTRA
1.0	DESCRIPTION:	Additional cost escalation for hardware material and hollow metal doors				\$5,249.03
	REASON:	Hardware changes were required to match the Humanities specifications. Charges will be backcharged to Great American Ins. Co.				
	REQUESTOR: TIME EXTENSION:	Architect ADDS 0 calendar days				
		Sub-Total		\$0.00		\$5,249.03
		Total				\$5,249.03

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: October 24, 2011
Re:	Approval of Change Order #1, Bid #1151 – at Santiago Canyon College	Earthwork for the Loop Road Extension
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Southern California Grading, Inc., for Bid #1151, earthwork for the Loop Road Extension.

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 #1.

Change Order #1 increases the contract by \$2,005.00. The revised contract amount is \$165,532.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 1.226% 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, Bid #1151 for Southern California Grading, Inc., earthwork for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$2,005.00	Board Date: October 24, 2011			
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services				
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services				
Recommended by:	Raúl Rodríguez., Ph.D., Cha	ncellor			

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Project:	Santiago Canyon College Loop Road Extension	Bid No.	1151	P.O. #	10-P0014382
		D.S.A. No.		04-110	594
Contractor:	Southern California Grading	Change Ord	er No.	1	
Architect:	LPA Inc	Date:	October 7	, 2011	

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	Original Contract Amount			
Previous Change Orders	\$0.00			
This Change Order	\$2,005.00			
Total Change Orders		\$2,005.00		
Revised Contract Amount		\$165,532.00		
Previous Time Extensions	0 calendar days			
Time Extension - This Change Order	0 calendar days			
Total Time Extensions		0 calendar days		
Original Completion Date		September 4, 2011		
Revised Contract Completion Date		September 4, 2011		
RSCCD Board Approval Date		October 24, 2011		

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

			Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640			
Santiago Canyon College Loop Road Extension		Bid No. D.S.A. No			10-P0014382	
Contractor:	Southern California Grading LPA Inc	Change C	Order No.	1		
1.0 2.0	EXPLANATION: DESCRIPTION: Saw-cutting asphalt pavement REASON: Required for the installation of the new fire water line REQUESTOR: District TIME EXTENSION: ADDS 0 calendar days DESCRIPTION: Removal of two additional trees REASON: Tree root barriers were above the new finished surface REQUESTOR: LPA TIME EXTENSION: ADDS 0 calendar days		\$0.00 \$0.00		\$414.00 \$414.00 \$1,591.00	
	Sub-Total		\$0.00		\$2,005.00	
	Total				\$2,005.00	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

То:	Board of Trustees	Date: October 24, 2011
Re:	Approval of Change Order #1, Bid #1181 – Sig College	gnalization Project at Santiago Canyon
Action:	Request for Approval	

BACKGROUND:

On July 25, 2011, the Board awarded a contract to Dynalectric for Bid #1181, signalization project at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #1.

Change Order #1 increases the contract by \$12,354.00. The revised contract amount is \$784,660.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 1.6% 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 #1, Bid #1181 for Dynalectric, signalization project at Santiago Canyon College as presented.

Fiscal Impact:	\$12,354.00	Board Date: October 24, 2011				
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services					
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services						
Recommended by:	Raúl Rodríguez., Ph.D., Chan	cellor				

CHANGE ORDER Rancho Sar				nunity Coll Ana, CA	ege District 92706-1640
Project:	Sandago Canyon College SCC Signalization	Bid No.	1181	P.O. #	12-P0020215
		D.S.A. No.		N/A	
Contractor:	Dynalectric	Change Ord	der No.	1	
Architect:	LPA Inc	Date:	October 7	, 2011	

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

SUMMARY OF C	CONTRACT PRICE	
Original Contract Amount	Original Contract Amount	
Previous Change Orders	\$0.00	
This Change Order	\$12,354.00	'n
Total Change Orders		\$12,354.00
Revised Contract Amount		\$784,660.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		March 10, 2012
Revised Contract Completion Date		March 10, 2012
RSCCD Board Approval Date		October 24, 2011

Architect	Authorized Signature	Date
Contractor Name	Authorized Signature	Date
Construction Manager - Seville CS	Authorized Signature	Date
District Inspector	Authorized Signature	Date
Darryl A. Odum Director - District Construction and Support Services		Date
Assistant Vice Chancellor - Facility Planning	A. 4b	
Peter J. Hardash	Authorized Signature	Date
Vice Chancellor, Business Operations/Fiscal Services		Date

CH	IANGE ORDER		antiago Commu adway, Santa An	· ·	
Project:	Santiago Canyon College SCC Signalization		1181	P.O. #	10-BP000229
		D.S.A. No.		N/A	
Contractor:	Dynalectric	Change O	rder No.	1	
Architect:	LPA Inc	Date:	October 7, 2	2011	
ITEM NO.	EXPLANATION:		CREDIT		EXTRA
1.0	DESCRIPTION: Provide street markings and removal of existing markings REASON: Originally noted to be provided by the District REQUESTOR: LPA TIME EXTENSION: ADDS 0 calendar days		\$0.00		\$12,354.00
	Sub-Total		\$0.00)	\$12,354.00
	Total				\$12,354.00

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

DISTRICT OFFICE - BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: October 24, 2011
Re:	Approval of Bid #1184 - Purchase of a VRTEX 360 V	Virtual Reality Welding
	Trainer Unit & a System 5 Robotic Cell Arc Mate 100	iC, R-30iA, A-CAB Hollow
	Arm (or equal)	
Action:	Request for Approval	

BACKGROUND

The Welding Department at Santa Ana College received a CTEA (Career Technical Education Act/Carl Perkins IV/Federal) Grant to purchase a VRTEX 360 Virtual Reality Welding Trainer Unit & a System 5 Robotic Cell Arc Mate 100iC, R-30iA, A-CAB Hollow Arm. These items will enable students to perfect and master their welding skills prior to actual hands-on welding. The dollar amount required going out for bid and obtaining Board approval.

ANALYSIS

Bids were sent to five vendors. We received two bids; three vendors did not respond. The low bidder meeting specifications is Cameron Welding Supply.

VENDOR	AMOUNT
Cameron Welding Supply	\$121,508.96
The Lincoln Electric Company	\$131,382.90
Sims Welding Supply	No Response
Praxair	No-Response
Airgas West	No-Response

RECOMMENDATION

It is recommended that the Board of Trustees accept the bid and approve Bid #1184 – Purchase of a VRTEX 360 Virtual Reality Welding Trainer Unit & a System 5 Robotic Cell Arc Mate 100iC, R-30iA, A-CAB Hollow Arm to Cameron Welding Supply as presented.

Fiscal Impact:	\$121,508.96	Board Date: October 24, 2011	
Prepared by: Tracey Conner-Crabbe, Director of Purchasing Services			
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services			
Recommended by:	Dr. Raúl Rodriguez, Chancellor		

msc10-24-11 Board

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Board Meeting: October 24, 2011

INDEPENDENT CONTRACTORS

Christine Draa

Attachment A – Independent Contractor Agreement Attachment B – Proposal

Service: Consulting services to provide oversight and coordination for the Youth Entrepreneurship Program (YEP) as part of the statewide Business & Entrepreneurship Center (BEC) program at the rate of \$60.00 an hour.

Date(s) of Service: November 1, 2011 through October 31, 2012

Fee: Estimated at \$40,000.00

Requested by: Michael Roessler

Funded by: Educational Services 12-2287-684000-53305-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this <u>1st</u> of <u>November</u>, <u>2011</u> by and between <u>Christine Draa</u> herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

CONSULTING SERVICES TO PROVIDE OVERSIGHT AND COORDINATION FOR THE YOUTH ENTREPRENEURSHIP PROGRAM (YEP) AS PART OF THE STATEWIDE BUSINESS & ENTREPRENEURSHIP CENTER (BEC) PROGRAM

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at **Forty Thousand Dollars & No Cents** (\$40,000.00).

The contracted services are to commence on or about <u>November 1, 2011</u> and to be completed on or about, but not later than <u>October 31, 2012</u>.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and Revised by RSCCD Feb. 2011

Independent Contractor Agreement 1

every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR		RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Signature		Ву
Printed Name		Tracey Conner-Crabbe Printed Name
Title		Director of Purchasing Services Title
	G't- /G+ + +	
Address	City/State	Date
Date		

Christine Draa 1821 Wayside Lane Sacramento, CA 95864 (916) 420-306

October 6, 2011

Proposal For Services

This is a proposal for services to provide program oversight and coordination for the Youth Entrepreneurship Program (YEP), a program of the statewide Business & Entrepreneurship Center (BEC) program

- Provide programmatic support and oversight to 12 implementation sites (7 BECs and 5 CITD).
- Work with YEP site staff to refine YEP workplans and move centers toward program goals and outcomes.
- Ensure all YEP activities are documented in the CTE Central data collection system.
- Coordinate a statewide Business Plan competition.

This work will begin on November 1, 2011 and continue through October 31, 2012 at the rate of \$60 per hour not to exceed \$40,000.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Board Meeting: October 24, 2011

INDEPENDENT CONTRACTORS

Joslyn Hamilton

Attachment A – Independent Contractor Agreement Attachment B – Proposal

Service: Consulting services to provide website content development and social media expertise for the statewide Business & Entrepreneurship Center (BEC) program at the rate of \$50.00 an hour.

Date(s) of Service: November 1, 2011 through October 31, 2012

Fee: Estimated at \$15,000.00

Requested by: Michael Roessler

Funded by: Educational Services 12-2262-684000-53365-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this <u>1st</u> of <u>November, 2011</u> by and between <u>Joslyn Hamilton</u> herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

CONSULTING SERVICES TO PROVIDE WEBSITE CONTENT DEVELOPMENT AND SOCIAL MEDIA EXPERTISE FOR THE STATEWIDE BUSINESS & ENTREPRENEURSHIP CENTER (BEC) PROGRAM

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at <u>Fifteen Thousand Dollars & No Cents</u> (\$15,000.00).

The contracted services are to commence on or about <u>November 1, 2011</u> and to be completed on or about, but not later than <u>October 31, 2012</u>.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and Revised by RSCCD Feb. 2011

Independent Contractor Agreement 1

every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR		RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Signature		Ву
Printed Name		Tracey Conner-Crabbe Printed Name
Frinted Name		Director of Purchasing Services
Title		Title
Address	City/State	Date
Date		

Joslyn Hamilton 325 Pine Hill Road Mill Valley, CA 94941 (415) 203-0255

October 6, 2011

Proposal For Services

This is a proposal for services to provide website content development and social media expertise for the statewide Business & Entrepreneurship Center (BEC) program.

- Oversee daily and weekly BEC content development of the www.buildcalifornia.org website;
- Develop and conduct social media plan for the Business & Entrepreneurship Center (BEC) Program and all of its programs including the Youth Entrepreneurship Program, the Faculty Entrepreneurship Program, the Faculty Champion Program and the Faculty Mini-Grant Program.
- Write and maintain blog for the BEC program using Wordpress.

This work will begin on November 1, 2011 and continue through October 31, 2012 at the rate of \$50 per hour not to exceed \$15,000.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT Board Meeting: October 24, 2011

INDEPENDENT CONTRACTORS

Muckenthaler & Associates, Inc

Attachment A – Independent Contractor Agreement Attachment B – Proposal

Service: Consulting services to provide professional and technical assistance to the existing Early Head Start (EHS) program at the rate of \$100.00 an hour.

Date(s) of Service: October 25, 2011 through March 31, 2012

Fee: Estimated at \$60,000.00

Requested by: Dee Tucker

Funded by: Educational Services

33-1272-692000-53329-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this <u>25th</u> of <u>October</u>, <u>2011</u> by and between <u>Muckenthaler & Associates Inc</u> herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

WHEREAS the DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ an INDEPENDENT CONTRACTOR specially trained to perform special services; and

WHEREAS the DISTRICT and INDEPENDENT CONTRACTOR mutually agree that the INDEPENDENT CONTRACTOR is specially qualified for and shall provide special services to the DISTRICT that no employee of the DISTRICT is qualified to perform and shall provide the following specific services:

CONSULTING SERVICES TO PROVIDE PROFESSIONAL AND TECHNICAL ASSISTANCE TO THE EXISTING EARLY HEAD START (EHS) PROGRAM

WHEREAS the Governing Board has determined that the INDEPENDENT CONTRACTOR is specially trained and experienced and competent to perform the special services required, and

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at <u>Sixty Thousand Dollars & No Cents</u> (\$60,000.00).

The contracted services are to commence on or about <u>October 25, 2011</u> and to be completed on or about, but not later than <u>March 31, 2012</u>.

WHEREAS the INDEPENDENT CONTRACTOR in the performance of this agreement shall be and act as an INDEPENDENT CONTRACTOR providing the necessary tools and equipment and provide the Board of Trustees a final finished report and/or product within the prescribed time allocated, and

WHEREAS the INDEPENDENT CONTRACTOR shall assume all other expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The fees specified, unless otherwise indicated and agreed to, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this agreement, the INDEPENDENT CONTRACTOR is not an officer, agent or employee of the DISTRICT, and

WHEREAS the INDEPENDENT CONTRACTOR shall provide worker's compensation insurance or self-insure services, and

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and

every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

a) Contractor agrees to defend, indemnify, and hold harmless the Rancho Santiago Community District (District), its officers, agents, employees, and volunteers from all loss, cost, and expense arising out of any liability or claim of liability for personal injury, bodily injury to persons, contractual liability and damage to property sustained or claimed to have been sustained arising of activities of the Contractor, its subcontractors, or those of any of its officers, agents, or employees or volunteers, whether such act is authorized by this Agreement or not; and Contractor shall pay for any and all damage to the property of the District, or loss or theft of such property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on the premises. Contractor further agrees to waive all rights of subrogation against the District. The provisions of the Article do not apply to any damage or losses caused by the negligence of the District or any of its agents or employees.

WHEREAS the DISTRICT may at any time, with or without reason, terminate this AGREEMENT in whole or in part and compensate INDEPENDENT CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by INDEPENDENT CONTRACTOR and shall specify the date of termination.

WHEREAS the parties to this agreement, under penalty of perjury, certify that all of the above items are to the best of their knowledge true and correct statements.

IN WITNESS where of, said parties have executed this agreement as of the date first written above.

INDEPENDENT CONTRACTOR		RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Signature		Ву
		Tracey Conner-Crabbe
Printed Name		Printed Name
		Director of Purchasing Services
Title		Title
Address	City/State	Date
Date		

MUCKENTHALER & ASSOCIATES, INC. PROPOSED SCOPE OF WORK

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD) EARLY HEAD START (EHS) PROGRAM

Rancho Santiago Community College District (RSCCD) has requested a contract scope of work from Muckenthaler & Associates, Inc. to provide professional and technical assistance to the existing Early Head Start (EHS) program. This section outlines the tasks to be completed by Muckenthaler & Associates, Inc. with Cinda Muckenthaler as the primary consultant for the EHS project.

Considerations for successful implementation include oversight to the program in order to:

- o Fully implement and comply with the Head Start Program Performance Standards;
- o Train and retrain qualified EHS staff with infant/toddler and Head Start expertise;
- Ensure an integrated and effective management/organizational systems, policies and procedures;
- o Provide a seamless approach to continuous services that reflect the needs of the community and families served.

As principal of **Muckenthaler & Associates, Inc.**, Cinda Muckenthaler will provide on-going support and guidance based on her experience and knowledge about how to operationalize the Program Performance Standards. She possesses:

- Management and organizational development skills:
- o Communication skills necessary to work with staff and a program planning group;
- o A clear understanding of Head Start/Early Head Start within the context of the community; and
- o The ability to oversee the facilitation and implementation of ongoing program operation.

The scope of work allows for direct support to RSCCD EHS staff, consultants and community partners. Ms. Muckenthaler will:

- 1. Provide resource services to RSCCD, including attending, participating, and representing RSCCD EHS program at meetings (as needed) relevant to the Early Head Start program and as determined by RSCCD staff.
- Provide assistance and act as a technical resource to RSCCD key staff and relevant partners including Help Me Grow and MOMS of Orange County in relation to the EHS Program.
- 3. Coordinate with the RSCCD EHS staff for implementation of services plans based on the goals of the program.
- 4. Report to RSCCD key staff on a regular basis regarding the status of the program, the tasks completed during the reporting period, and any issues needing to be addressed.
- 5. Engage in one-on-one interaction with EHS key staff to assure program policies and procedures are being followed to meet EHS Performance Standards.
- 6. Assist in the development of and recommendation of organizational infrastructure additions/changes to accommodate EHS Program priorities and needs.
- 7. Prioritize and set schedules for activities; develop timelines for plan implementation.
- 8. Assist with budget analysis and development of expenditures necessary to fund EHS Program.
- 9. Research new trends and changes in legislation related to EHS program.
- 10. Research, plan and make recommendations to RSCCD key staff for EHS Program methods of operation.
- 11. Make recommendations for delivery service systems as related to the EHS Program.
- 12. Assist in the promotion and creation of unique individualized EHS Programs that meet RSCCD requirements as well as parent and community needs.

As an Early Head Start contractor, the principal consultant, Cinda Muckenthaler will provide assistance related to program oversight in the following areas in conjunction with RSCCD ECE Director, EHS Key Staff and Partners:

Organizational Leadership

o Provide supervision and guidance in the daily operations of the EHS program including administrative functions and tasks

Policy Council

- o Provide direct support to existing Policy Council
- o Construct training topic recommendations for Board/PC/Parents (provide training when necessary)
- o Provide guidance to staff in relation to Policy Council requirements

Recruitment and Enrollment of Children and Families

- o Provide guidance in the selection and enrollment criteria developed and approved by governing body
- o Review and monitor recruitment and enrollment process for compliance through Child Plus data system

Training/Technical Assistance (T/TA)

- o Provide technical support in the development of on-going plans to support the implement of all EHS services
- Coordinate with key staff in the support of T/TA on infants, toddlers and pregnant women topics
- o Participate in the hiring process for Early Head Start Director

SERVICE ELEMENTS

Proposed Contract Terms: \$100 per hour/ not to exceed \$60,000

Estimated Hours Per Week: 25 hours

Contract Effective Date: October 25, 2011 through March 31, 2012

Billing Terms: Monthly Invoice

PU0010

Order List	Page: 1
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P.O. #	Amount	Vendor Name	Classification	SP E	ond	Date
12-P0020389	65.00	MARK A. FRANCO, JR.	Conference Expenses	SP		9/12/2011
12-P0020390	72,000.00	TOWNSEND PUBLIC AFFAIRS INC	Contracted Services			9/12/2011
12-P0020391	6,400.00	TYR INC	Buildings - Construction Tests	SP E	OND	9/12/2011
12-P0020392	4,307.60	SAN BERNARDINO COUNTY	Instructional Agrmt - Salary			9/12/2011
12-P0020393	401.90	AMERICAN EXPRESS	Conference Expenses			9/13/2011
12-P0020394	560.30	D3 SPORTS INC.	Instructional Supplies	SP		9/13/2011
12-P0020395	484.88	CLINCH GEAR	Instructional Supplies	SP		9/13/2011
12-P0020396	299.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/13/2011
12-P0020397	250.00	LYTTON PERRY	Repair & Replacement Parts			9/13/2011
12-P0020398	862.00	CARRIER TRANSICOLD	Instructional Supplies	SP		9/13/2011
12-P0020399	200.00	LYTTON PERRY	Instructional Supplies	SP		9/13/2011
12-P0020400	200.00	LYTTON PERRY	Instructional Supplies			9/13/2011
12-P0020401	1,000.00	WESTRUX INT'L	Instructional Supplies	SP		9/13/2011
12-P0020402	250.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/13/2011
12-P0020403	1,000.00	RUSH TRUCK CTR	Instructional Supplies	SP		9/13/201
12-P0020404	1,200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/13/201
12-P0020405	65.00	CALIF APPAREL NEWS	Books, Mags & Ref Mat, Non-Lib			9/13/201
12-P0020406	47.88	VOGUE	Books, Mags & Ref Mat, Non-Lib			9/13/201
12-P0020407	54.95	THREADS MAGAZINE	Books, Mags & Ref Mat, Non-Lib			9/13/2011
12-P0020408	159,338.00	PERCEPTIVE SOFTWARE INC	Equipment - Software > \$1,000	SP E	OND	9/13/2011
12-P0020409	10,290.00	ORANGE COAST PLUMBING INC	Contracted Repair Services	SP		9/13/2011
12-P0020411	12,466.00	EXTREME ENTREPRENEURSHIP	Contracted Services	SP		9/13/2011
12-P0020412	1,200.00	CABRERA CHAVEZ GARCIA INC	Advertising	SP		9/13/2011
12-P0020413	1,300.00	TORRES ANA L	Contracted Services	SP		9/13/2011
12-P0020414	7,250.00	CALDERON DAVID	Contracted Services	SP		9/13/2011
12-P0020415	173.09	YOUNG PS ACQUISITIONS, LLC	Non-Instructional Supplies	SP		9/14/2011
12-P0020416	255.87	HEALTH EDCO	Instructional Supplies	SP		9/14/2011
12-P0020417	2,140.00	POSTMASTER	Postage			9/14/2011
12-P0020418	271.72	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		9/14/2011
12-P0020419	1,616.25	NEWBEGINNINGS INC	Food and Food Service Supplies	SP		9/14/2011
12-P0020420	11.73	BADGE EXPRESS	Non-Instructional Supplies			9/14/2011
12-P0020421		WACAC WESTERN ASSOC FOR COLLEGE	Inst Dues & Memberships			9/14/2011
12-P0020422	50.00	SOUTH COAST HIGHER EDUCATION COUNCIL	Inst Dues & Memberships			9/14/201
12-P0020423	75.00	SCIAC SO CALIF INTERSEGME	Inst Dues & Memberships			9/14/201
12-P0020424	38.32	MICRO VISIONS	Instructional Supplies	SP		9/14/2011

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

SP = Special Project

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020425	1,238.95	CENGAGE LEARNING/ EDUC. TO GO	Instructional Supplies	SP		9/14/2011
12-P0020426	88.10	DIX METALS	Instructional Supplies			9/14/2011
12-P0020427	491.29	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		9/14/2011
12-P0020428	2,638.80	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		9/14/2011
12-P0020429	1,605.89	RAWLINGS SPORTING GOODS	Instructional Supplies	SP		9/14/2011
12-P0020430	3,274.25	NAT'L SPORTS APPAREL LLC	Instructional Supplies	SP		9/14/2011
12-P0020431	194.50	ACT	Non-Instructional Supplies	SP		9/14/2011
12-P0020432	5,939.20	ACADEMIC SENATE FOR	Inst Dues & Memberships			9/14/2011
12-P0020433	323.25	ELITE SPORTS INC	Instructional Supplies	SP		9/14/2011
12-P0020434	200.00	CACCRAO CALIF ASSOC OF COMMUNITY	Inst Dues & Memberships			9/14/2011
12-P0020435	3,000.00	MCKESSON GENERAL MEDICAL CORP	Non-Instructional Supplies	SP		9/14/2011
12-P0020436	1,692.08	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/14/2011
12-P0020437	217.19	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/14/2011
12-P0020438	1,395.36	WE DO GRAPHICS INC	Reproduction/Printing Expenses			9/14/2011
12-P0020439	177.58	21ST CENTURY SOLUTIONS, LTD	Non-Instructional Supplies			9/14/2011
12-P0020440	300.00	CCCCIO	Inst Dues & Memberships			9/15/2011
12-P0020441	164.38	ACTION DOOR CONTROLS INC	Contracted Repair Services			9/15/2011
12-P0020442	1,193.15	FRANKLIN AIR CONDITIONING	Contracted Repair Services			9/15/2011
12-P0020443	15,000.00	THATCH GREGORY D	Legal Expenses			9/15/2011
12-P0020444	63.00	COMPUTERLAND OF SILICON VALLEY	Non-Instructional Supplies			9/15/2011
12-P0020445	199.65	MIDWEST LIBRARY SVC	Library Books			9/16/2011
12-P0020446	144.50	GALE GROUP	Library Books	SP		9/16/2011
12-P0020447	475.00	ALADDIN FLORIST	Non-Instructional Supplies	SP		9/16/2011
12-P0020448	3,500.00	AMAZON COM	Library Books			9/16/2011
12-P0020449	1,000.00	DON BOOKSTORE	Non-Instructional Supplies	SP		9/16/2011
12-P0020450	2,796.50	VOCUS INC	Internet Services			9/16/2011
12-P0020451	301.80	WESTERN POWER SYSTEMS	Repair & Replacement Parts			9/16/2011
12-P0020452	400.00	SHEWARD & SON & SONS	Contracted Services	SP		9/16/2011
12-P0020453	1,171.55	WELLS FARGO BANK	Conference Expenses			9/16/2011
12-P0020454	1,769.80	HILLS BROS LOCK & SAFE	Security Systems & Services			9/16/2011
12-P0020455	4,002.00	DE LA TORRE COMMERCIAL	Contracted Repair Services			9/16/2011
12-P0020456	1,846.99	TRANE CO	Contracted Repair Services			9/16/2011
12-P0020457	28,124.47	SCHOOLS EXCESS LIABILITY FUND	Prop, Liab, Boiler & Machine			9/16/2011
12-P0020458	•	MCMAHAN BUSINESS INTERIORS	Equipment - Federal Progs >200	SP		9/16/2011
12-P0020459	1,984.04	RAMCO REFRIGERATION & AIR	Contracted Repair Services	SP		9/16/2011

Legend: * = Multiple Accounts for this P.O.

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	P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
*	12-P0020460	4,949.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		9/19/2011
*	12-P0020461	12,933.75	CITY OF MONTCLAIR	Instructional Agrmt - Salary			9/19/2011
*	12-P0020462	4,192.66	MCMAHAN BUSINESS INTERIORS	Contracted Services	SP		9/19/2011
	12-P0020463	637.23	OFFICE DEPOT BUSINESS SVCS	Equip/Software - >\$200 <\$1,000			9/19/2011
	12-P0020465	823.11	AT & T	Non-Instructional Supplies	SP		9/19/2011
	12-P0020466	42.24	CDW GOVERNMENT INC.	Non-Instructional Supplies			9/20/2011
	12-P0020467	700.00	FRY'S ELECTRONICS	Instructional Supplies	SP		9/20/2011
	12-P0020468	5,000.00	CONSOLIDATED ELECTRICAL DISTRIBUTORS	Non-Instructional Supplies			9/20/2011
	12-P0020469	3,145.03	UNISOURCE PAPER CO	Equipment - All Other > \$1,000			9/20/2011
	12-P0020470	135.00	MKH ELECTRONICS	Contracted Repair Services			9/20/2011
	12-P0020471	643.19	FITNESS REPAIR SHOP	Repair & Replacement Parts			9/20/2011
	12-P0020472	300.00	NACCTEP NAT'L ASSOC OF COMM	Inst Dues & Memberships	SP		9/20/2011
	12-P0020473	39.24	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/20/2011
	12-P0020474	2,000.00	SANTA ANA CHAMBER OF COMMERCE	Inst Dues & Memberships			9/20/2011
	12-P0020475	1,383.00	JOB ELEPHANT COM INC	Advertising			9/20/2011
	12-P0020476	11.95	DONALD E. MAHANY	Non-Instructional Supplies			9/20/2011
	12-P0020477	10,111.12	MATCO TOOLS	Equipment - Federal Progs >200	SP		9/20/2011
	12-P0020478	82.50	CHRONICLE OF HIGHER ED	Books, Mags & Ref Mat, Non-Lib			9/20/2011
*	12-P0020479	2,650.00	TORRES MARIA	Food and Food Service Supplies	SP		9/20/2011
	12-P0020480	384.51	EXPRESS COMPANIES INC	Non-Instructional Supplies	SP		9/20/2011
	12-P0020481	1,000.00	OCBC ORANGE CTY BUS COUNCIL	District Business/Sponsorships	SP		9/20/2011
	12-P0020482	706.07	DISCOUNT SCHOOL SUPPLY	Non-Instructional Supplies	SP		9/20/2011
	12-P0020483	630.00	CCCCIO	Conference Expenses	SP		9/20/2011
	12-P0020484	31.00	OCSBA ORANGE CO SCHOOL BOARD ASSOC	Conference Expenses			9/20/2011
	12-P0020485	700.00	CONLEY BRIAN E	Conference Expenses			9/20/2011
	12-P0020486	500.00	HANNA JOHN R	Conference Expenses			9/20/2011
	12-P0020488	221.69	SAM ASH MUSIC	Non-Instructional Supplies	SP		9/20/2011
	12-P0020489	400.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/20/2011
	12-P0020490	408.29	KASSOY LLC	Instructional Supplies	SP		9/20/2011
	12-P0020491	2,500.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		9/20/2011
	12-P0020492	14,000.00	UNISOURCE PAPER CO	Non-Instructional Supplies			9/20/2011
	12-P0020493	2,000.00	SHIFFLER EQUIPMENT SALES INC	Repair & Replacement Parts			9/20/2011
	12-P0020494	550.00	VIETNAM CALIFORNIA RADIO, INC.	Advertising	SP		9/20/2011
	12-P0020495	415.00	ENTERPRISE FLEET SVCS	Transportation - Student	SP		9/20/2011
	12-P0020496	747.31	KATEK SOLUTIONS	Equip/Software - >\$200 <\$1,000			9/20/2011

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Legend: * = Multiple Accounts for this P.O.

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P.O. #	Amount Vendor Name Classification		SP	Bond	Date	
12-P0020497	65.00	CECILIA A. ARRIAZA	Conference Expenses	SP		9/21/2011
12-P0020498	250.00	THUC LY	Food and Food Service Supplies	SP		9/21/2011
12-P0020499	359.40	AMERICAN EXPRESS	Conference Expenses	SP		9/21/2011
12-P0020500	1,000.00	SUNSTATE EQUIPMENT CO LLC	Rental-Equipment (Short-term)			9/21/2011
12-P0020501	1,831.75	XEROX CORP	Excess/Copies Useage			9/21/2011
12-P0020502	100.90	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		9/21/2011
12-P0020503	69.70	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		9/21/2011
12-P0020504	1,441.89	DELL COMPUTER	Equipment - All Other > \$1,000			9/21/2011
12-P0020505	2,075.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			9/21/2011
12-P0020506		COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		9/21/2011
12-P0020507	197.55	PLAYERS CHOICE	Non-Instructional Supplies	SP		9/22/2011
12-P0020508	694.58	1 800 DIAPERS INC	Non-Instructional Supplies	SP		9/22/2011
12-P0020509	919.22	MONTGOMERY HARDWARE CO	Non-Instructional Supplies			9/22/2011
12-P0020510	355.58	WE DO GRAPHICS INC	Non-Instructional Supplies			9/22/2011
12-P0020511	600.00	CORNER BAKERY/CBC RESTAURANT	Food and Food Service Supplies			9/22/2011
12-P0020512	2,160.00	ORANGE COUNTY REGISTER	Advertising			9/22/2011
12-P0020513	144.00	ORANGE COUNTY REGISTER	Advertising			9/22/2011
12-P0020514	73.27	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		9/22/2011
12-P0020515	108.94	ARACELY MORA	Food and Food Service Supplies	SP		9/22/2011
12-P0020516	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/22/2011
12-P0020517	300.00	CCCCIO	Inst Dues & Memberships	SP		9/22/2011
12-P0020518	135.20	LOS ANGELES TIMES	Library Books - Periodicals			9/22/2011
12-P0020519	64,329.82	SNAP ON INDUSTRIAL	Equipment - Federal Progs >200	SP		9/22/2011
12-P0020520	365.55	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/22/2011
12-P0020521	275.41	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/22/2011
12-P0020522		DON BOOKSTORE	Books Paid for Students	SP		9/22/2011
12-P0020523	The state of the s	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/22/2011
12-P0020524	200.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/22/2011
12-P0020525		ANDREW C. HANSON	Conference Expenses			9/22/2011
12-P0020526	195.00	BOARD OF GOVERNORS	Conference Expenses			9/22/2011
12-P0020527		MCMAHAN BUSINESS INTERIORS	Non-Instructional Supplies	SP		9/22/2011
12-P0020528		MARTINEZ BOOKS AND ART GALLERY	Rental - Facility (Short-term)	SP		9/22/2011
12-P0020529		OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/22/2011
12-P0020530		DON BOOKSTORE	Books Paid for Students	SP		9/22/2011
12-P0020531	•	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/22/2011

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

P.O. #	Amount	Vendor Name	Classification	SP B	ond	Date
12-P0020532	6,963.00	DE LA TORRE COMMERCIAL	Contracted Services	SP		9/22/2011
12-P0020533	310.98	PYRO-COMM SYSTEMS INC	Contracted Repair Services			9/23/2011
12-P0020534	6,697.00	PROFESSIONAL PLUMBING &	Contracted Services	SP		9/23/2011
12-P0020535	82,800.00	RBF CONSULTING	Buildings - Engineering Costs	SP B	OND	9/23/2011
12-P0020536	3,180.00	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		9/23/2011
12-P0020537	1,350.00	SAPRIZA GOYRET MARIA JOSEFINA	Contracted Services	SP.		9/23/2011
12-P0020538	135.00	CLARK SECURITY PRODUCTS INC	Conference Expenses			9/26/2011
12-P0020539	750.00	YARBROUGH PHILLIP E	Conference Expenses			9/26/2011
12-P0020540	1,000.00	CANDELA CORP	Non-Instructional Supplies	SP		9/26/2011
12-P0020541	2,718.54	XEROX CORP	Non-Instructional Supplies	SP		9/26/2011
12-P0020542	574.00	XEROX CORP	Equipment - Federal Progs >200	SP		9/26/2011
12-P0020543	28,957.22	A TECH TRAINING	Equipment - Federal Progs >200	SP		9/26/2011
12-P0020544	300.00	CCCCSSAA CALIF COMMUNITY COLL	Inst Dues & Memberships	SP		9/26/2011
12-P0020545	563.92	1 800 DIAPERS INC	Non-Instructional Supplies	SP		9/26/2011
12-P0020546	1,175.77	CARGILLE LABORATORIES INC	Instructional Supplies	SP		9/26/2011
12-P0020547	2,812.28	B2B COMPUTER PRODUCTS LLC	Equip/Software - >\$200 <\$1,000			9/26/2011
12-P0020548	511.43	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies	SP		9/26/2011
12-P0020549	200.00	CITY OF ORANGE	Other Licenses & Fees			9/26/2011
12-P0020550	16,183.00	DE LA TORRE COMMERCIAL	Site Improvements			9/27/2011
12-P0020551	1,411.92	ACE FIXTURE CO	Equipment - Federal Progs >200	SP		9/27/2011
12-P0020552	944.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		9/27/2011
12-P0020553	617.00	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		9/27/2011
12-P0020554	400.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		9/27/2011
12-P0020555	252.00	ORANGE COUNTY TRANSPORTATION	Other Participant Prog Svc/Exp	SP		9/27/2011
12-P0020556	387.79	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		9/27/2011
12-P0020557	536.28	CM SCHOOL SUPPLY CO	Instructional Supplies	SP		9/27/2011
12-P0020558	313.00	CM SCHOOL SUPPLY CO	Instructional Supplies	SP		9/27/2011
12-P0020559	93.42	ORANGE TREE DELI & CATERING	Food and Food Service Supplies			9/27/2011
12-P0020560	1,278.00	YOSEMITE COMM COLL DISTRICT	Contracted Services	SP		9/27/2011
12-P0020561	1,162.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		9/27/2011
12-P0020562	441,456.00	BERNARDS BROS INC	Buildings - Construction Mgmt	SP B	OND	9/27/2011
12-P0020563	261.25	CM SCHOOL SUPPLY CO	Instructional Supplies	SP		9/27/2011
12-P0020564	2,888.46	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		9/27/2011
12-P0020566	1,190.28	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			9/27/2011
12-P0020567	· ·	CITY OF MONTCLAIR	Instructional Agrmt - Salary			9/27/2011

Legend: * = Multiple Accounts for this P.O.

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020568	7,687.08	BUTTE GLENN COMMUNITY COLLEGE	Telecommunication Circuits			9/27/2011
12-P0020569	600.00	NORTHGATE GONZALEZ MARKET	Other Participant Prog Svc/Exp	SP		9/28/2011
12-P0020570	100.00	CALIF ORG OF ASSOC DEGREE NURSING PROGRAMS-	Inst Dues & Memberships			9/28/2011
12-P0020571	112.50	MOVIES UNLIMITED	Instructional Supplies	SP		9/28/2011
12-P0020572	339.41	OFFICE DEPOT BUSINESS SVCS	Equip/Software - >\$200 <\$1,000	SP		9/28/2011
12-P0020573	23,500.00	OLMOS DEVELOPMENT INC	Buildings - Contracted Svcs	SP	BOND	9/28/2011
12-P0020574	5,000.00	UNISAN PRODUCTS	Non-Instructional Supplies			9/28/2011
12-P0020575	5,000.00	AMERICAN CHEMICAL & SANITARY	Non-Instructional Supplies			9/28/2011
12-P0020576	5,000.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			9/28/2011
12-P0020577	750.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/28/2011
12-P0020578	648.64	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/28/2011
12-P0020579	12,000.00	IDENTIFICATION & SECURITY INTEGRATORS	Non-Instructional Supplies	SP		9/28/2011
12-P0020580	20.67	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/28/2011
12-P0020581	312.48	BAYSIDE GRAPHICS	Advertising	SP		9/28/2011
12-P0020582	200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/28/2011
12-P0020583	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/28/2011
12-P0020584	260.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees			9/28/2011
12-P0020585	1,241.06	ACE FIXTURE CO	Non-Instructional Supplies	SP		9/28/2011
12-P0020586	7,424.94	CITY OF SANTA ANA	Contracted Services	SP		9/28/2011
12-P0020587	2,000.00	VORTEX INDUSTRIES	Contracted Repair Services			9/28/2011
12-P0020588	86.29	SEHI COMPUTER PRODUCTS	Reproduction/Printing Expenses	SP		9/28/2011
12-P0020589	161.45	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		9/28/2011
12-P0020591	810.00	ORANGE COAST PLUMBING INC	Contracted Repair Services			9/29/2011
12-P0020592	71.88	PITNEY BOWES	Lease Agreement - Equipment			9/29/2011
12-P0020593	420.00	GARCIA MELISSA M	Contracted Services	SP		9/29/2011
12-P0020594	480.00	TOLEDO NATALIA	Contracted Services	SP		9/29/2011
12-P0020595	175.00	PERCELLA ELIOT J	Contracted Services	SP		9/29/2011
12-P0020596	6,789.00	DE LA TORRE COMMERCIAL	Buildings - Contracted Svcs	SP	BOND	9/29/2011
12-P0020597	292.86	OFFICE DEPOT BUSINESS SVCS	Equipment - Federal Progs >200	SP		9/29/2011
12-P0020598	623.25	JM SMITH CORP	Software Support Service	SP		9/29/2011
12-P0020599		XEROX CORP	Equipment - All Other > \$1,000	SP		9/29/2011
12-P0020600	*	OCBC ORANGE CTY BUS COUNCIL	Conference Expenses			9/29/2011
12-P0020601	747.67	ENTENMANN ROVIN CO	Non-Instructional Supplies			9/29/2011
12-P0020602	750.07	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		9/29/2011
12-P0020603	6,109.70	MEDCO SPORTS MEDICINE AND	Instructional Supplies	SP		9/29/2011

Legend: * = Multiple Accounts for this P.O.

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020604	1,100.00	CCFC COMMUNITY COLLEGE FACILITY COALITION	Inst Dues & Memberships		ha Track	9/29/2011
12-P0020605	205.67	WORLD CLASS FLAGS/LIBERT FLAG	Non-Instructional Supplies			9/29/2011
12-P0020606	2,400.00	DON BOOKSTORE	Other Exp Paid for Students	SP		9/29/2011
12-P0020607	323.26	ESRI INC	Software Support Service	SP		9/29/2011
12-P0020608	2,396.98	DELL COMPUTER	Equipment - Federal Progs >200	SP		9/29/2011
12-P0020609	30,029.38	DELL COMPUTER	Non-Instructional Supplies	SP		9/29/2011
12-P0020610	4,504.50	FREEDOM SCIENTIFIC BLV GROUP	Software License and Fees	SP		9/29/2011
12-P0020611	2,000.00	GRAINGER	Non-Instructional Supplies			9/29/2011
12-P0020612	1,317.10	APPLE COMPUTER INC	Software License and Fees	SP		9/29/2011
12-P0020613	250.00	CCFC COMMUNITY COLLEGE FACILITY COALITION	Conference Expenses			9/30/2011
12-P0020614	800.00	ANDREA L. GARCIA	Conference Expenses	SP		9/30/2011
12-P0020615	800.00	ELIZABETH BERGARA	Conference Expenses	SP		9/30/2011
12-P0020616	750.00	PERCEPTIVE SOFTWARE INC	District In-Service Activities			9/30/2011
12-P0020617	315.00	CCCCIO	Conference Expenses	SP		9/30/2011
12-P0020618	800.00	RIZVI SYED AIJAZ MUSTAFA	Conference Expenses	SP		9/30/2011
12-P0020619	3,600.00	HARVARD	Conference Expenses	SP		9/30/2011
12-P0020620	1,095.10	BEDROCK SPORTS INC	Instructional Supplies	SP		9/30/2011
12-P0020621	365.49	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/30/2011
12-P0020622	1,000.00	DON BOOKSTORE	Other Exp Paid for Students	SP		9/30/2011
12-P0020623	1,000.00	OFFICE DEPOT BUSINESS SVCS	Other Exp Paid for Students	SP		9/30/2011
12-P0020624	10,000.00	MUSICK, PEELER & GARRETT LLP	Legal Expenses			9/30/2011
12-P0020625	607.65	ORANGE COAST PLUMBING INC	Contracted Repair Services			9/30/2011
12-P0020626	1,300.00	DON BOOKSTORE	Other Exp Paid for Students	SP		9/30/2011
12-P0020627	250.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/30/2011
12-P0020628	250.00	DON BOOKSTORE	Non-Instructional Supplies	SP		9/30/2011
12-P0020629	100.00	DON BOOKSTORE	Non-Instructional Supplies	SP		9/30/2011
12-P0020630	5,000.00	SODEXHO	Other Exp Paid for Students	SP		9/30/2011
12-P0020631	1,077.50	SAPA EXTRUSIONS INC	Buildings - Engineering Costs	SP	BOND	9/30/2011
12-P0020632	249.98	BUTTERFLY SIGNS	Non-Instructional Supplies	SP		9/30/2011
12-P0020633	2,060.72	DON BOOKSTORE	Non-Instructional Supplies	SP		9/30/2011
12-P0020634	•	BESAM ENTRANCE SOLUTIONS	Contracted Repair Services			9/30/2011
12-P0020635	•	OFFICE DEPOT BUSINESS SVCS	Equip/Software - >\$200 <\$1,000	SP		9/30/2011
12-P0020636		GRAINGER	Non-Instructional Supplies			9/30/2011
12-P0020637	8,848.50	SANTA ANA UNIFIED SCHOOL DIST	Rental - Facility (Short-term)	SP		10/3/2011
12-P0020638	•	AMERICAN EXPRESS	Conference Expenses	SP		10/3/2011

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P.O. #	Amount	Vendor Name	Classification	SP B	ond	Date
12-P0020639	1,657.50	RODRIGUEZ ENGINEERING	Buildings - Engineering Costs	SP		10/3/2011
12-P0020640	8,850.00	KOURY ENGINEERING & TESTING INC	Buildings - Engineering Costs	SP		10/3/2011
12-P0020641	100.00	OCBC ORANGE CTY BUS COUNCIL	Conference Expenses	SP		10/3/2011
12-P0020642	750.00	RYDIN DECAL	Non-Instructional Supplies	SP		10/3/2011
12-P0020643	315.00	SACNAS	Conference Expenses	SP		10/3/2011
12-P0020645	6,250.66	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		10/3/2011
12-P0020646	20,893.59	DELL COMPUTER	Equipment - Federal Progs >200	SP		10/3/2011
12-P0020647	2,400.00	LEXIS NEXIS	Internet Services	SP		10/3/2011
12-P0020648	521.41	SOS SURVIVAL PRODUCTS	Non-Instructional Supplies	SP		10/3/2011
12-P0020649	487.50	PYRO-COMM SYSTEMS INC	Contracted Repair Services			10/4/2011
12-P0020650	9,428.13	CAMERON WELDING	Instructional Supplies	SP		10/4/2011
12-P0020651	19.18	DON BOOKSTORE	Non-Instructional Supplies	SP		10/4/2011
12-P0020652	1,965.36	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		10/4/2011
12-P0020653	398.00	ACADEMY ELECTRIC INC	Contracted Services			10/5/2011
12-P0020654	1,973.44	DELL COMPUTER	Equipment - All Other > \$1,000	SP		10/5/2011
12-P0020655	70,847.10	DELL COMPUTER	Equipment - Federal Progs >200	SP		10/5/2011
12-P0020656	3,000.00	PALMER AARON	Contracted Repair Services			10/5/2011
12-P0020657	258.75	ACTIVE NETWORK INC	Software License and Fees			10/5/2011
12-P0020658	430.95	DELL COMPUTER	Non-Instructional Supplies			10/5/2011
12-P0020659	69.00	APPLE COMPUTER INC	Software License and Fees			10/5/2011
12-P0020660	107.36	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			10/5/2011
12-P0020661	908.00	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			10/5/2011
12-P0020662	423.37	GHC SPECIALTY BRANDS LLC	Non-Instructional Supplies			10/5/2011
12-P0020663	3,356.50	VORTEX INDUSTRIES	Contracted Services			10/5/2011
12-P0020664	250.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services			10/5/2011
12-P0020665	115.00	WESTERN POWER SYSTEMS	Contracted Repair Services			10/5/2011
12-P0020666	4,110.72	D4 SOLUTIONS INC.	Contracted Services			10/5/2011
12-P0020667	155.20	GOVPLACE	Software License and Fees			10/5/2011
12-P0020669	156.02	MCMAHAN BUSINESS INTERIORS	Non-Instructional Supplies	SP		10/6/2011
12-P0020670	7,800.00	CCLC COMMUNITY COLLEGE LEAGUE	Inst Dues & Memberships			10/6/2011
12-P0020671	2,023.00	ORANGE CHAMBER OF COMMERCE	Inst Dues & Memberships			10/6/2011
12-P0020672		GALE GROUP	Library Books	SP		10/6/2011
12-P0020673		FONTIS SOLUTIONS		SP		10/6/2011
12-P0020674	· ·	ALBERTSON'S		SP		10/6/2011
12-P0020675		WE DO GRAPHICS INC	Non-Instructional Supplies	SP		10/6/2011

Legend: * = Multiple Accounts for this P.O.

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020676	4,725.36	SCRIP SAFE SECURITY PRODUCTS	Non-Instructional Supplies	SP		10/6/2011
12-P0020677	416.50	MCMAHAN BUSINESS INTERIORS	Instructional Supplies			10/6/2011
12-P0020678	3,951.05	XPEDX PAPER CO	Instructional Supplies	SP		10/6/2011
12-P0020679	4,500.00	MARRIOTT	Food and Food Service Supplies	SP		10/6/2011
12-P0020680	4,387.00	INDUSTRIAL TECHNICAL SERVICES	Maint/Oper Service Agreements			10/6/2011
12-P0020681	344.96	RAMADA	Other Participant Travel Exp	SP		10/6/2011
12-P0020682	250.00	BINH Q. NGUYEN	Conference Expenses	SP		10/6/2011
12-P0020683	364.00	ORANGE CHAMBER OF COMMERCE	Inst Dues & Memberships	SP		10/6/2011
12-P0020684	750.00	NACCE	Inst Dues & Memberships	SP		10/6/2011
12-P0020685	9,401.51	BARNES & NOBLE INC	Books, Mags & Ref Mat, Non-Lib	SP		10/6/2011
12-P0020686	23,324.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		10/6/2011
12-P0020687	2,000.00	WALLY MACHINERY & TOOL SUPPLY	Instructional Supplies	SP		10/6/2011
12-P0020688	160.00	UNITED RENTALS	Instructional Supplies	SP		10/6/2011
12-P0020689	4,000.00	MIDWEST LIBRARY SVC	Library Books			10/6/2011
12-P0020690	948.01	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		10/6/2011
12-P0020691	401.40	WELLS FARGO BANK	Conference Expenses			10/6/2011
12-P0020692	187.25	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		10/6/2011
12-P0020693	200.00	SODEXHO	Food and Food Service Supplies	SP		10/6/2011
12-P0020694	1,425.00	MIDDLE COLLEGE HIGH SCHOOL	Inst Dues & Memberships	SP		10/6/2011
12-P0020695	245.97	CP BOURG INC	Non-Instructional Supplies			10/6/2011
12-P0020696	888.94	ELLEN BAK PHOTOGRAPHY INC	Non-Instructional Supplies			10/7/2011
12-P0020697	490.00	PETER J. HARDASH	Conference Expenses			10/7/2011
12-P0020698	625.00	PETER J. HARDASH	Conference Expenses			10/7/2011
12-P0129251	15,000.00	COLLEGE OF THE SISKIYOUS	Contracted Services	SP		9/13/2011
12-P0129252	15,000.00	FEATHER RIVER COMMUNITY CLG DIST	Contracted Services	SP		9/13/2011
12-P0129253	7,500.00	LASSEN COLLEGE	Contracted Services	SP		9/13/2011
12-P0129254	15,000.00	MENDOCINO COLLEGE	Contracted Services	SP		9/13/2011
12-P0129255	14,264.00	COLLEGE OF THE DESERT	Contracted Services	SP		9/13/2011
12-P0129256	93,216.50	COMPUTERLAND OF SILICON VALLEY	Software Support Service			9/16/2011
12-P0129257	7,350.00	CABRILLO COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		9/13/2011
12-P0129258	2,500.00	SHASTA COLLEGE	Contracted Services	SP		9/13/2011
12-P0129259	73,097.13	DATALINK CORP	Software Support Service			9/16/2011
12-P0129260	9,158.79	XEROX CORP	Excess/Copies Useage	SP		9/22/2011
12-P0129261		XEROX CORP	Excess/Copies Useage			9/22/2011
12-P0129262	2,632.20	XEROX CORP	Excess/Copies Useage			9/22/2011
Legend: * = Multi	ple Accounts for	this P.O. SP = Special Project				

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	P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
*	12-P0129263	2,607.67	XEROX CORP	Excess/Copies Useage			9/22/2011
*	12-P0129264	2,439.04	XEROX CORP	Excess/Copies Useage			9/22/2011
*	12-P0129265	1,132.58	XEROX CORP	Excess/Copies Useage			9/22/2011
	12-P0129266 2	20,000.00	JTS SERVICES	Instructional Agrmt - Salary	SP		9/22/2011
	12-P0129267	13,750.00	AD ASTRA INFORMATION SYSTEM LLC	Software Support Service			9/23/2011
	12-P0129268	841.80	PARADISE SPRINGS DRINKING WATER	Drinking Water Service	SP		9/23/2011
	12-P0129269 15	50,000.00	THE WRIGHT GROUP INC	Legal Expenses			9/23/2011
	12-P0129270	6,000.00	TRI-SIGNAL INTEGRATION INC	Maint/Oper Service Agreements			9/23/2011
	12-P0129271	7,500.00	CUESTA COLLEGE	Contracted Services	SP		9/27/2011
	12-P0129272	10,000.00	NAPA VALLEY COLLEGE	Contracted Services	SP		9/27/2011
	12-P0129273	15,000.00	RIVERSIDE COMMUNITY COLLEGE DIST	Contracted Services	SP		9/27/2011
*	12-P0129274	2,990.71	XEROX CORP	Excess/Copies Useage			9/27/2011
	12-P0129275	15,000.00	KERN COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		9/28/2011
	12-P0129276	4,680.00	SO CAL SWEEPING	Maint/Oper Service Agreements	SP		9/28/2011
*	12-P0129277	4,426.30	XEROX CORP	Excess/Copies Useage			9/30/2011
	12-P0129278	7,050.00	LAWNSCAPE SYSTEMS	Maint/Oper Service Agreements			9/30/2011
	12-P0129279	540.00	PYRO-COMM SYSTEMS INC	Maint/Oper Service Agreements			10/3/2011
	12-P0129280	540.00	PYRO-COMM SYSTEMS INC	Maint/Oper Service Agreements			10/3/2011
	12-P0129281	540.00	PYRO-COMM SYSTEMS INC	Maint/Oper Service Agreements			10/3/2011
	12-P0129282	13,683.00	COLUMBIA COLLEGE	Contracted Services	SP		10/4/2011
	12-P0129283	00.000,00	PERALTA COMMUNITY COLLEGE DISTRICT	Contracted Services	SP		10/5/2011

Grand Total: \$ 2,265,478.78

PURCHASE ORDERS SUPPLEMENT PURCHASE ORDERS OF \$15,000 AND OVER FROM SEPTEMBER 11, 2011 THROUGH OCTOBER 8, 2011 BOARD MEETING OF OCTOBER 24, 2011

P.O. #	Amount	Description	Department	Comment
12-P0020390	\$72,000.00	Consulting services to assist in the areas of government community relations and various District related projects	DO-Chancellor's Office	Board approved: July 25, 2011
12-P0020408	\$159,338.00	CaptureNow adrenaline software licenses, support and maintenance	DO-ITS	Sole Source Board approved: February 22, 2011
12-P0020443	\$15,000.00	Legal services related to facilities matters including the Sheriff's Memorial	DO-Business Operations/Fiscal Services	Board approved: August 29, 2011
12-P0020457	\$28,124.47	Excess liability insurance	DO-Risk Management	
12-P0020519	\$64,329.82	Snap-On tools and equipment for student certification program	SAC-Automotive Technology	The certification program at Santa Ana College is built using Snap-On products fo the purpose of its world-wide recognition and employability for the students
12-P0020530	\$105,000.00	Fall 2011 student book vouchers	SAC-EOPS	
12-P0020535	\$82,800.00	Implementation and monitoring of State required Stormwater Pollution Prevention Plan (SWPPP) at Santiago Canyon College	DO-Facility Planning	Board approved: September 12, 2011
12-P0020543	\$28,957.22	Automotive simulators and related components for student certification program	SAC-Automotive Technology	These simulators are part of the existing courseware for students to obtain specialized automotive certification

PURCHASE ORDERS SUPPLEMENT PURCHASE ORDERS OF \$15,000 AND OVER FROM SEPTEMBER 11, 2011 THROUGH OCTOBER 8, 2011 BOARD MEETING OF OCTOBER 24, 2011

P.O. #	Amount	Description	Department	Comment
12-P0020550	\$16,183.00	Installation and painting of (4) 48" high fencing for various buildings at Santa Ana College - Early Childhood Education	DO-CDS	Received Quotations: 1) *De La Torre Commercial Interiors 2) Columbia Steel, Inc. 3) Color New Co. *Successful Bidder
12-P0020562	\$441,456.00	Construction management services for various on- going and upcoming projects at Santa Ana College	DO-Facility Planning	Board approved: September 12, 2011
12-P0020567	\$15,700.00	Instructional hours for Spring 2011 Fire Technology classes	SAC-Fire Technology	Board approved: May 27, 2008
12-P0020573	\$23,500.00	Improvements to the path of travel at Santa Ana College - Child Development Center	DO-Facility Planning	Received Quotations: 1) *Calicorp 2) Ben's Asphalt, Inc. *Successful Bidder
12-P0020609	\$30,029.38	Dell computers and related components	SAC-Financial Aid	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009
12-P0020646	\$20,893.59	Dell computers and related components	SAC-Nursing	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009
12-P0020655	\$70,847.10	Dell computers and related components	SAC-Business Division	Purchased from the Western States Contracting Alliance (WSCA) master price agreement #B27160 Board approved: November 16, 2009

PURCHASE ORDERS SUPPLEMENT PURCHASE ORDERS OF \$15,000 AND OVER FROM SEPTEMBER 11, 2011 THROUGH OCTOBER 8, 2011 BOARD MEETING OF OCTOBER 24, 2011

P.O. #	Amount	Description	Department	Comment
12-P0020686	\$23,324.00	Removal of roof materials and interior electrical/data connections at Santa Ana College - Bookstore	DO-Facility Planning	Received Quotations: 1) *De La Torre Commercial Interiors 2)Taylor Construction Co. 3) Estrada Construction Co. *Successful Bidder
12-P0129251	\$15,000.00	Grant sub-agreement with the College of the Siskiyous for the implementation of Faculty Entrepreneurs Project (FEP), Grant #10-172-055	DO-Educational Services	Board approved: July 25, 2011
12-P0129252	\$15,000.00	Grant sub-agreement with Feather River Community College District for the implementation of Faculty Entrepreneurs Project (FEP), Grant #10-172-055	DO-Educational Services	Board approved: July 25, 2011
12-P0129254	\$15,000.00	Grant sub-agreement with Mendocino College for the implementation of Faculty Entrepreneurs Project (FEP), Grant #10-172-055	DO-Educational Services	Board approved: July 25, 2011
12-P0129256	\$93,216.50	Microsoft campus agreements for Santa Ana College and Santiago Canyon College	DO-ITS	Board approved: September 12, 2011
12-P0129259	\$73,097.13	Symantec enterprise vault e-discovery and storage management for Microsoft exchange and file system archiving	DO-ITS	Received Quotations: 1) *Datalink Corp 2) Southland Technology *Successful Bidder
12-P0129266	\$20,000.00	Supplemental instruction for Cosmetology apprentices	SCC-Career Education	Board approved: June 20, 2011
12-P0129269	\$150,000.00	Blanket PO to conduct background checks, surveillance and security consulting as needed for 2011-2012	DO-Human Resources	Board approved: August 22, 2011

PURCHASE ORDERS SUPPLEMENT PURCHASE ORDERS OF \$15,000 AND OVER FROM SEPTEMBER 11, 2011 THROUGH OCTOBER 8, 2011 BOARD MEETING OF OCTOBER 24, 2011

P.O. #	Amount	Description	Department	Comment
12-P0129273	\$15,000.00	Grant sub-agreement with Riverside Community College District for the implementation of Faculty Entrepreneurs Project (FEP), Grant #10-172-055	DO-Educational Services	Board approved: July 25, 2011
12-P0129275	\$15,000.00	Grant sub-agreement with Kern Community College District for the implementation of Faculty Entrepreneurs Project (FEP), Grant #10-172-055	DO-Educational Services	Board approved: July 25, 2011
12-P0129283	\$60,000.00	Grant sub-agreement with Peralta Community College District for the implementation of Young Entrepreneurs Project (YEP), Grant #09-172-041	DO-Educational Services	Board approved: September 12, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: October 24, 2011				
Re:	Approval of Resource Development Items					
Action:	Request for Approval					

ANALYSIS

Items for the following categorical programs have been developed:

	Project Title	Award Date	Amount
1.	Board Financial Assistance Program (BFAP) (SCC)	7/8/2011	\$287,721
	Annual allocation from the California Community Colleges Chancellor's Office to assist students in need of financial aid by supporting financial aid staff and equipment costs. (11/12)		
2.	ENGAGE in STEM Project – Year 1 (SAC)	9/22/2011	\$1,193,110
	First year of a five-year grant award from the U.S. Department of Education – Title III Hispanic-Serving Institutions (HSI) STEM and Articulation Programs to expand and enhance educational opportunities for, and improve the academic attainment of Hispanic students and low in-income students in science, technology, engineering and mathematics (STEM). (11/12)		
3.	GEAR UP 2009 – Year 3 (SAC)	7/27/2011	\$800,000
	Third year of a six-year grant award from the U.S. Department of Education to increase the number of low-income students who are prepared to enter and succeed in post-secondary education. (11-12)		

RECOMMENDATION

It is recommended that these items be approved and that the Vice Chancellor of Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$2,280,831	Board Date: October 24, 2011			
Item Prepared by: Maria Gil, Interim Resource Development C	Coordinator			
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services				
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor				

SPECIAL PROJECT DETAILED BUDGET # 2550 NAME: Board Financial Aid Admin (BFAP) - SCC FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 - 06/30/12

CONTRACT INCOME: \$287,721

CFDA #: NA

PROJ. ADM. John Hernandez PROJ. DIR. Syed Rizvi

Date: 10/10/11

		Existing	Budget	Revising B	udget	Changes	(+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2550-000000-20000-8629	Other Gen Categorical Appor		287,721		287,721		
12-2550-646000-29500-2130	Classified Employees : Fina	116,609		147,858		31,249	
12-2550-646000-29500-2320	Classified Employees - Hour	42,511		4,718			37,793
12-2550-646000-29500-2340	Student Assistants - Hourly	1,500		957			543
12-2550-646000-29500-2350	Overtime - Classified Emplo	4,334		-			4,334
12-2550-646000-29500-3215	PERS - Non-Instructional :	17,026		16,152			874
12-2550-646000-29500-3315	OASDHI - Non-Instructional	10,321		9,490			831
12-2550-646000-29500-3325	Medicare - Non-Instructiona	2,414		2,289			125
12-2550-646000-29500-3335	PARS - Non-Instructional	-		61		61	
12-2550-646000-29500-3415	H & W - Non-Instructional :	27,426		48,248		20,822	
12-2550-646000-29500-3435	H & W - Retiree Fund Non-In	1,681		1,591			90
12-2550-646000-29500-3515	SUI - Non-Instructional : F	1,199		2,532		1,333	
12-2550-646000-29500-3615	WCI - Non-Instructional : F	4,041		3,818			223
12-2550-646000-29500-3915	Other Benefits - Non-Instru	3,934		4,666		732	
12-2550-646000-29500-4610	Non-Instructional Supplies	2,607		2,951		344	
12-2550-646000-29500-4710	Food and Food Service Suppl	316		1,526		1,210	
12-2550-646000-29500-5100	Contracted Services : Finan	7,540		-			7,540
12-2550-646000-29500-5220	Mileage/Parking Expenses :	474		901		427	
12-2550-646000-29500-5630	Maint Contract - Office Equ	523		522			1
12-2550-646000-29500-5845	Excess/Copies Useage : Fina	343		331			12
12-2550-646000-29500-5880	Internet Services	-		99		99	
12-2550-646000-29500-5940	Reproduction/Printing Expen	1,267		-			1,267
12-2550-646000-29500-6410	Equipment - All Other > \$1,	7,509		7,606		97	
12-2550-646000-29500-6412	Equipment - Modular Furnitu	1,219		-			1,219
12-2550-646000-29500-6419	Equip/Software - >\$200 <\$1,	4,927		2,225			2,702

SPECIAL PROJECT DETAILED BUDGET # 2550 NAME: Board Financial Aid Admin (BFAP) - SCC

FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/1/11 - 06/30/12

CONTRACT INCOME: \$287,721

CFDA #: NA

PROJ. ADM. John Hernandez PROJ. DIR. Syed Rizvi

Date: 10/10/11

		Existing	Budget	Revising B	Budget	Changes	(+/-)
GL Account	Description	Debit	Credit	Debit	Credit	Debit	Credit
12-2550-647000-29340-2310	Classified Employees - Ongo	15,283		16,672		1,389	
12-2550-647000-29340-3215	PERS - Non-Instructional :	1,636		1,821		185	
12-2550-647000-29340-3315	OASDHI - Non-Instructional	948		1,034		86	
12-2550-647000-29340-3325	Medicare - Non-Instructiona	222		242		20	
12-2550-647000-29340-3435	H & W - Retiree Fund Non-In	153		167		14	
12-2550-647000-29340-3515	SUI - Non-Instructional : J	110		268		158	
12-2550-647000-29340-3615	WCI - Non-Instructional : J	367		400		33	
12-2550-675000-29500-5210	Conference Expenses : Finan	9,281		8,576			705
Totals for PROJECT: 2550	Student Fin Aid Admin - BFAP	287,721	287,721	287,721	287,721	58,259	58,259

SPECIAL PROJECT DETAILED BUDGET # 1xxx

NAME: Title III HSI-STEM - ENGAGE in STEM Project

(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year ${f 1}$

FISCAL YEAR: 2011/2012 & 2012/2013

CONTRACT PERIOD: 10/01/11 TO 09/30/12

CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant PROJ. DIR. Steve Bautista

CONTRACT INCOME: \$1,193,110

Date: 10/13/11

GL Account	Description	Debit	Credit
12-1xxx-000000-10000-8120	Higher Education Act : Santa Ana College		1,159,231
12-1xxx-499900-15330-2410	Instructional Assistant - Ongoing	9,000	
12-1xxx-499900-15330-2420	Instructional Assistant - hourly	9,020	
12-1xxx-499900-15330-3211	PERS - Instr. : Ctr for Teacher Ed	984	
12-1xxx-499900-15330-3311	OASDHI - Instr. : Ctr for Teacher Ed	559	
12-1xxx-499900-15330-3321	Medicare - Instr. : Ctr for Teacher Ed	261	
12-1xxx-499900-15330-3331	PARS - Instr. : Ctr for Teacher Ed	117	
12-1xxx-499900-15330-3431	H & W - Ret. Fd. Inst : Ctr for Teacher Ed	180	
12-1xxx-499900-15330-3511	SUI - Instr. : Ctr for Teacher Ed	290	
12-1xxx-499900-15330-3611	WCI - Instr. : Ctr for Teacher Ed	432	
12-1xxx-602000-15330-1480	Part-Time Reassigned Time: Ctr for Teacher Ed - Technologist/Technology curriculum	10,000	
12-1xxx-602000-15330-3115	STRS - Non-Instr. : Ctr for Teacher Ed	412	
12-1xxx-602000-15330-3325	Medicare - Non-Instr. : Ctr for Teacher Ed	145	
12-1xxx-602000-15330-3335	PARS - Non-Instr. : Ctr for Teacher Ed	65	
12-1xxx-602000-15330-3435	H & W - Ret. Fd. Non-Inst : Ctr for Teacher Ed	100	
12-1xxx-602000-15330-3515	SUI - Non-Instr. : Ctr for Teacher Ed	161	
12-1xxx-602000-15330-3615	WCI - Non-Instr. : Ctr for Teacher Ed	240	
12-1xxx-631000-15330-1433	Beyond Contract - Counselors : Ctr for Teacher Ed - STEM Counseling Support (Fall & Spring)	38,400	
12-1xxx-631000-15330-1434	Int/Sum Bynd Contr-Counselor : Ctr for Teacher Ed - STEM Counseling Support (Summer)	12,800	
12-1xxx-631000-15330-3115	STRS - Non-Instr. : Ctr for Teacher Ed	2,112	
12-1xxx-631000-15330-3325	Medicare - Non-Instr. : Ctr for Teacher Ed	742	
12-1xxx-631000-15330-3335	PARS - Non-Instr. : Ctr for Teacher Ed	371	
12-1xxx-631000-15330-3435	H & W - Ret. Fd. Non-Inst : Ctr for Teacher Ed	512	
12-1xxx-631000-15330-3515	SUI - Non-Instr. : Ctr for Teacher Ed	824	
12-1xxx-631000-15330-3615	WCI - Non-Instr. : Ctr for Teacher Ed	1,229	
12-1xxx-633000-15330-1454	Int/Sum Beyond Contr-Coordinat : Ctr for Teacher Ed - CFTE Director - Summer	10,000	
12-1xxx-633000-15330-3115	STRS - Non-Instr. : Ctr for Teacher Ed	825	
12-1xxx-633000-15330-3325	Medicare - Non-Instr. : Ctr for Teacher Ed	145	
12-1xxx-633000-15330-3435	H & W - Ret. Fd. Non-Inst : Ctr for Teacher Ed	100	
12-1xxx-633000-15330-3515	SUI - Non-Instr. : Ctr for Teacher Ed	161	
12-1xxx-633000-15330-3615	WCI - Non-Instr. : Ctr for Teacher Ed	240	
12-1xxx-649000-15330-2130	Classified Employees: Ctr for Teacher Ed - ENGAGE STEM Management Coordinator (75%) - STEM Activities Coordinator (75%)	102,228	

6.1 (4)

Board Approval Date: 10/24/11 Accountant: Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET # 1xxx

NAME: Title III HSI-STEM - ENGAGE in STEM Project

(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year ${\bf 1}$

FISCAL YEAR: 2011/2012 & 2012/2013

CONTRACT PERIOD: 10/01/11 TO 09/30/12

CONTRACT INCOME: \$1,193,110

CFDA #: 84.031C; Award # P031C110183

PROJ. ADM. Micki Bryant

PROJ. DIR. Steve Bautista

Date: 10/13/11

GL Account	Description	Debit	Credit
	Classified Employees - Ongoing : Ctr for Teacher Ed		
12-1xxx-649000-15330-2310	- STEM Specialist (19 hrs/wk)	39,574	
	- STEM Financial Aid/Follow-up Specialist (19 hrs/wk)		
12-1xxx-649000-15330-2320	Classified Employees - Hourly : Ctr for Teacher Ed	3,973	
	- STEM Student Teachers		
12-1xxx-649000-15330-2340	Student Assistants - Hourly : Ctr for Teacher Ed	4,560	
	- Student Ambassadors	·	
12-1xxx-649000-15330-3215	PERS - Non-Instr. : Ctr for Teacher Ed	14,889	
12-1xxx-649000-15330-3315	OASDHI - Non-Instr. : Ctr for Teacher Ed	8,557	
12-1xxx-649000-15330-3325	Medicare - Non-Instr. : Ctr for Teacher Ed	2,143	
12-1xxx-649000-15330-3335	PARS - Non-Instr. : Ctr for Teacher Ed	52	
12-1xxx-649000-15330-3415	H & W - Non-Instr. : Ctr for Teacher Ed	20,384	
12-1xxx-649000-15330-3435	H & W - Ret. Fd. Non-Inst: Ctr for Teacher Ed	1,524	
12-1xxx-649000-15330-3515	SUI - Non-Instr. : Ctr for Teacher Ed	2,380	
12-1xxx-649000-15330-3615	WCI - Non-Instr. : Ctr for Teacher Ed	3,657	
12-1xxx-649000-15330-3915	Other Benefits - Non-Instruct : Ctr for Teacher Ed	2,025	
12-1xxx-649000-15330-4610	Non-Instr. Supplies: Ctr for Teacher Ed - Office Supplies - Road to Teaching Conference supplies - STEM Outreach & Classroom Suplies - Engineering Room materials Management: - Office Supplies & Printing Paper	12,795	
12-1xxx-649000-15330-4710	Food and Food Service Supplies : Ctr for Teacher Ed	5,500	
12-1xxx-649000-15330-5100	Contracted Services: Ctr for Teacher Ed - CSUF (\$289,232) - Fullerton College (\$372,378) - Faculty/Staff trainings Technology (\$1,000) - CBEST Instructors (\$1,200) Management: - External Evaluators (\$40,000)	703,810	
12-1xxx-649000-15330-5220	Mileage/Parking Expenses : Ctr for Teacher Ed	500	
12-1xxx-649000-15330-5966	Transportation - Student : Ctr for Teacher Ed	1,800	
12-1777-043000-13330-3900	- Transportation for Informal Field Experiences	1,600	
12-1xxx-649000-15330-6411	Equipment - Federal Progs >200 : Ctr for Teacher Ed - Gel Documentation System - Engineering Room Computers & Software - Technology Equipment - Undergraduate Research Opportunities equip. & materials Management: - Laptop; Projector	66,300	

Prepared by: H. Nguyen Page 2 of 3 Accountant: Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET # 1xxx

NAME: Title III HSI-STEM - ENGAGE in STEM Project

(Encouraging New Graduates And Gaining Expertise in Science, Technology, Engineering, and Math) Year ${f 1}$

FISCAL YEAR: 2011/2012 & 2012/2013

CONTRACT PERIOD: 10/01/11 TO 09/30/12

PROJ. ADM. Micki Bryant

CONTRACT INCOME: \$1,193,110

PROJ. DIR. Steve Bautista

CFDA #: 84.031C; Award # P031C110183

Date: 10/13/11

GL Account	Description	Debit	Credit
	Part-time Reassigned Time : Ctr for Teacher Ed		
	- Faculty Stipends		
12-1xxx-675000-15330-1480	- STEM Workshops/Teacher Ed. Workshops stipends	10,700	
	- STEM Leadership/Support Network stipends		
	- Introduction to Engineer Course stipends		
12-1xxx-675000-15330-1484	Int/Sum Bynd Contr-Reassigned : Ctr for Teacher Ed - Faculty Coordinator - Summer Research Institute	6,100	
12-1xxx-675000-15330-3115	STRS - Non-Instr. : Ctr for Teacher Ed	693	
12-1xxx-675000-15330-3115	Medicare - Non-Instr. : Ctr for Teacher Ed	244	
12-1xxx-675000-15330-3325	PARS - Non-Instr. : Ctr for Teacher Ed	122	
	H & W - Ret. Fd. Non-Inst : Ctr for Teacher Ed	168	
12-1xxx-675000-15330-3435			
12-1xxx-675000-15330-3515	SUI - Non-Instr. : Ctr for Teacher Ed	270	
12-1xxx-675000-15330-3615	WCI - Non-Instr. : Ctr for Teacher Ed	403	
12-1xxx-675000-15330-5210	Conference Expenses : Ctr for Teacher Ed	12,600	
12-1xxx-732000-15330-7610	Books Paid for Students: Ctr for Teacher Ed - Textbook Loan Program	2,000	
12-1xxx-732000-15330-7650	Stipends Paid to Students : Ctr for Teacher Ed - Tutors/Internships student stipends	25,000	
12-1xxx-678000-14142-2320	Classified Employees - Hourly : Academic Support	3,000	
42.4	- ITS Support - Technical Specialist	·	
12-1xxx-678000-14142-3215	PERS - Non-Instr. : Academic Support	164	
12-1xxx-678000-14142-3315	OASDHI - Non-Instr. : Academic Support	186	
12-1xxx-678000-14142-3325	Medicare - Non-Instr. : Academic Support	44	
12-1xxx-678000-14142-3335	PARS - Non-Instr. : Academic Support	39	
12-1xxx-678000-14142-3435	H & W - Ret. Fd. Non-Inst: Academic Support	300	
12-1xxx-678000-14142-3515	SUI - Non-Instr. : Academic Support	48	
12-1xxx-678000-14142-3615	WCI - Non-Instr. : Academic Support	72	
12-1xxx-000000-50000-8120	Higher Education Act : District Operation		33,879
12-1xxx-679000-53340-2310	Classified Employees - Ongoing : Research - Research Coordinator	27,414	
12-1xxx-679000-53340-3215	PERS - Non-Instr. : Research	2,994	
12-1xxx-679000-53340-3315	OASDHI - Non-Instr. : Research	1,700	
12-1xxx-679000-53340-3325	Medicare - Non-Instr. : Research	398	
12-1xxx-679000-53340-3435	H & W - Ret. Fd. Non-Inst: Research	274	
12-1xxx-679000-53340-3515	SUI - Non-Instr. : Research	441	
12-1xxx-679000-53340-3615	WCI - Non-Instr. : Research	658	
Totals for Project: 1xxx	HSI-STEM	1,193,110	1,193,110

6.1 (6)

Board Approval Date: 10/24/11

Prepared by: H. Nguyen Page 3 of 3 Accountant: Felix Panganiban

SPECIAL PROJECT DETAILED BUDGET # 1514 NAME: GEAR UP IV - Year 3

FISCAL YEAR: 2011/12 & 2012/13

CONTRACT PERIOD: 07/31/11 to 07/30/12

CONTRACT INCOME: \$800,000

CFDA #: 84.334A; Award #P334A090134

PROJ. ADM. L. Tanakeyowma PROJ. DIR. L. Tanakeyowma Date: 10/13/11

FD	PROJ	TOPS	DEPT	OBJ	DESCRIPTION	Debit	Credit
11	0000	672000	50000	5865	District Operations - Match Funds		59,259
11	0000	000004	10000	1110	Contract Instructors - SAC Holding		104,348
11	0000	000004	10000	3411	H&W - Instr - SAC Holding		33,593
11	0000	000004	50000	2130	Classified - DO Holding		5,186
11	0000	000004	50000	3515	H&W - N-Instr - DO Holding		2,232
					Academic Management : Stud Servs		
11	1514	649000	19100	1210	- Sara Lundquist (15%)	23,962	
11	1514	649000	19100	3115	STRS - Non-Instructional : Stud Servs	2,018	
11	1514	649000	19100	3415	H & W - Non-Instructional : Stud Servs	909	
11	1514	649000	19100	3435	H & W - Retiree Fund Non-Inst : Stud Servs	245	
11	1514	649000	19100	3515	SUI - Non-Instructional : Stud Servs	394	
11	1514	649000	19100	3615	WCI - Non-Instructional : Stud Servs	587	
11	1514	649000	19100	3915	Other Benefits - Non-Instruct : Stud Servs	495	
					Academic Management : School/Comm. Partn		
11	1514	649000	19620	1210	- Lilia Tanakeyowma (50%)	71,886	
					Contract Coordinator: School/Comm. Partners		
11	1514			1250	- John Vu (10%)	8,500	
11	1514	649000		3115	STRS - Non-Instructional : School/Comm. Partn	712	
11	1514	649000		3215	PERS - Non-Instructional : School/Comm. Partn	7,852	
11	1514	649000		3315	OASDHI - Non-Instructional : School/Comm. Par	2,553	
11	1514	649000		3325	Medicare - Non-Instructional : School/Comm. P	1,128	
11	1514	649000		3415	H & W - Non-Instructional : School/Comm. Part	11,460	
11	1514	649000	19620	3435	H & W - Retiree Fund Non-Inst : School/Comm.	815	
11	1514	649000	19620	3515	SUI - Non-Instructional : School/Comm. Partne	1,313	
11	1514	649000	19620	3615	WCI - Non-Instructional : School/Comm. Partne	1,957	
11	1514	649000	19620	3915	Other Benefits - Non-Instruct : School/Comm.	1,155	
					Classified Management : Research		
11	1514			2110	- Nga Pham (5%)	5,186	
11	1514	679000		3215	PERS - Non-Instructional : Research	567	
11	1514	679000		3315	OASDHI - Non-Instructional : Research	323	
11	1514			3325	Medicare - Non-Instructional : Research	76	
11	1514	679000	53340	3415	H & W - Non-Instructional : Research	875	
11	1514	679000		3435	H & W - Retiree Fund Non-Inst : Research	53	
11	1514	679000	53340	3515	SUI - Non-Instructional : Research	86	
11	1514	679000	53340	3615	WCI - Non-Instructional : Research	128	
11	1514	679000	53340	3915	Other Benefits - Non-Instruct : Research	124	
11	1514	672000	50000	5865	Indirect Costs : District Operations	59,259	
					Totals for GEAR UP IV - Yr. 3 RSCCD Match	204,618	204,618

6.1 (7)

Board Approval Date: 10/24/11 Accountant: Catherine Nguyen

SPECIAL PROJECT DETAILED BUDGET # 1514

NAME: GEAR UP IV - Year 3 FISCAL YEAR: 2011/12 & 2012/13

CONTRACT PERIOD: 07/31/11 to 07/30/12

CONTRACT INCOME: \$800,000

CFDA #: 84.334A; Award #P334A090134

PROJ. ADM. L. Tanakeyowma PROJ. DIR. L. Tanakeyowma Date: 10/13/11

FD	PROJ	TOPS	DEPT	OBJ	DESCRIPTION	Debit	Credit
12	1514	000000	10000	8199	Other Federal Revenues : Santa Ana College		740,741
12	1514	000000	50000	8199	Other Federal Revenues : District Operations		59,259
					Contract Coordinator: School/Comm. Partners		
12	1514	649000	19620	1250	- John Vu (40%)	33,982	
12	1514	649000	19620	1252	Contract Extension-Coordinator : School/Comm.	8,496	
					Classified Employees : School/Comm. Partnersh		
					- Carol Bonnema (75%)		
12	1514	649000	19620	2130	- Maria Sanchez-Mendez (25%)	53,607	
					Classified Employees - Ongoing : School/Comm.		
_	1514			2310	- Rosa Harrizon (100%)	14,955	
12	1514	649000		2320	Classified Employees - Hourly : School/Comm.	-	
12	1514	649000	19620	2340	Student Assistants - Hourly : School/Comm. Pa	30,000	
12	1514	649000	19620	3115	STRS - Non-Instructional : School/Comm. Partn	3,546	
12	1514	649000	19620	3215	PERS - Non-Instructional : School/Comm. Partn	7,489	
12	1514	649000	19620	3315	OASDHI - Non-Instructional : School/Comm. Par	4,334	
12	1514	649000	19620	3325	Medicare - Non-Instructional : School/Comm. P	1,637	
12	1514	649000	19620	3415	H & W - Non-Instructional : School/Comm. Part	23,343	
12	1514	649000	19620	3435	H & W - Retiree Fund Non-Inst : School/Comm.	1,429	
12	1514	649000	19620	3515	SUI - Non-Instructional : School/Comm. Partne	1,817	
12	1514	649000	19620	3615	WCI - Non-Instructional : School/Comm. Partne	3,429	
12	1514	649000	19620	3915	Other Benefits - Non-Instruct : School/Comm.	1,850	
12	1514	649000	19620	4610	Non-Instructional Supplies : School/Comm. Par	10,000	
12	1514	649000	19620	4710	Food and Food Service Supplies : School/Comm.	5,000	
					Contracted Services : School/Comm. Partn		
12	1514	649000	19620	5100	- SAUSD, UCI, Delhi & LHA	513,827	
12	1514	649000	19620	5940	Reproduction/Printing Expenses : School/Comm.	10,000	
12	1514	649000	19620	5955	TB/Hep Tests & Physicals Exp : School/Comm. P	2,000	
12	1514	732000	19620	7650	Stipends paid for Students (Padres Promotores)	10,000	
12	1514	675000	50000	5865	Indirect Costs: District Operations	59,259	
	Tota	als for PR	OJECT :	1514	GEAR UP IV - Year 3	800,000	800,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: October 24, 2011				
Re: Approval of Subcontract Agreements between RSCCD and MOMS Orange County and CHOC/Help Me Grow for Early Head Start Expansion						
Action:	Action: Request for Approval					

BACKGROUND

Rancho Santiago Community College District has been awarded renewal funding for the Early Head Start Expansion grant from the United States Department of Health and Human Services Administration for Children and Families. The Early Head Start program serves children ages birth through three years old and their families, and pregnant mothers by providing comprehensive center- and home-based services.

ANALYSIS

The Rancho Santiago Community College District Child Development Services has formed a collaborative effort to meet the needs of 140 children and their families. The following are the partners involved in this undertaking:

Contract No.	Subcontractor	Amount
DO-11-028	MOMS Orange County	\$78,511
DO-11-029	CHOC/Help Me Grow	\$89,451

Early Head Start Project Director is Debbie McBee. Project Administrator is Dee Tucker.

RECOMMENDATION

It is recommended that the board approve the subcontract agreements and 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: \$167,962	Board Date: October 24, 2011	
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		

AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND

MOMS Orange County

Early Head Start (Grant No. 09CH9091/01)

This Agreement is entered into on the 25th day of October 2011, between Rancho Santiago Community College District (hereinafter "RSCCD") and MOMS Orange County (hereinafter "SUBRECIPIENT").

WHEREAS, RSCCD has received expansion funding of a grant entitled Early Head Start Expansion (Grant No. 09CH9091/01; CFDA No. 93.600), from the United States Department of Health and Human Services Administration for Children and Families (ACF), for the purpose of providing services to children and their families, and

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the DISTRICT and SUBRECIPIENT do covenant and agree as follows:

TERM

1. The performance period and grant term is based on an initial six-month period from **September 30, 2011 through March 31, 2012**, in the amount of **\$78,511** (\$78,011 Operating Budget and \$500 Training and Technical Assistance Budget). This agreement may be subject to a performance period extension and/or additional funding, on contingency with the following: legislative appropriation beyond the initial period, legislative authorization and availability of additional federal funds, and any other modification(s) made by RSCCD.

PURPOSE

2. The purpose of the program funded by this Agreement is to support Early Head Start services and is designed to improve the quality and long-term effectiveness of children and families by developing comprehensive services to the whole family which will lead to self sufficiency. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

- 3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:
 - a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 45 CFR 74; 45 CFR 87; 45 CFR 1301-1310; 2 CFR 25.110; Federal Financial Accountability and Transparency Act (FFATA) of 2006; OMB Circular A-110 Uniform Administrative Requirements for Awards and Sub-Awards With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-21 Cost

- Principles for Educational Institutions; and OMB Circular A-133 Appendix B Audits of States, Local Governments and Non-Profit Organizations, Compliance Supplement;
- b. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
- c. All applicable State statutes, regulations, policies, procedures and directives;
- d. All applicable local ordinances and requirements, including use permits and licensing;
- e. Court orders applicable to its operation; and
- f. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Assistance included with this Agreement (refer to **Exhibit A**). SUBRECIPIENT agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Assistance in a professional, timely and diligent manner (refer to **Exhibit C**). The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in the aforementioned Application for Federal Assistance may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 45 CFR 74.25 (c)(2)) are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

PLANS AND PROCEDURES

6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SUBRECIPIENT shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

BUDGET SCHEDULE

11. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached as **Exhibit B**, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

MODIFICATION OF BUDGET SCHEDULE

12. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in the need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Service ACF.

TIME EXTENSIONS

13. RSCCD will not be requesting a time extension for program activities from the U.S. Department of Health and Human Services ACF. As a result, SUBRECIPIENT will not be granted an extension. Therefore, SUBRECIPIENT must spend all of the funds allocated through this agreement within the timeframe of the agreement. Under this agreement, SUBRECIPIENT will only be reimbursed for expenses that are incurred prior to *March 31*, *2012*.

SUBMISSION OF INVOICES

- 14. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:
 - a. <u>Payments</u>. Beginning upon execution of this agreement, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$78,511. Invoices should show itemized expenditures in accordance with the invoice template provided with the Agreement (refer to **Exhibit D**).

- b. <u>Progress Reports</u>. Failure to submit timely Progress Reports will result in delays of payment to SUBRECIPIENT (refer to **Exhibit E**). Progress Reports are due to the Project Director by the following dates:
 - i. Monthly reports Monthly on the 15th (starting December 15, 2011)
 - ii. Final Program Report October 15, 2012
 - iii. Other reports as required upon request
- c. <u>Invoices</u>. One original signed invoice (separate for Training & Technical Assistance and Operating budgets) should be sent to the Project Director, as follows:

Dee Tucker, Executive Director Child Development Services Rancho Santiago Community College District 2323 North Broadway, Suite 350 Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

- 15. a. <u>Financial Management System</u>. SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT'S system shall provide fiscal control and accounting procedures that will include the following:
 - 1. Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - 2. Effective internal controls to safeguard assets and assure their proper use;
 - 3. Source documentation to support accounting records; and
 - 4. Proper charging of costs and cost allocation.
 - b. SUBRECIPIENT'S Records. SUBRECIPIENT'S records shall be sufficient to:
 - 1. Permit preparation of required reports:
 - 2. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - 3. Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
 - c. Costs Charged. Costs shall be charged to this contract only in accordance with the following:
 - 1. Refer to **Exhibit B**.

PROGRAM INCOME

16. SUBRECIPIENT must comply with **Exhibit F**, Use of Program Income, for all program income generated.

ANNUAL AUDIT

17. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

ACCESS AND RECORDS

- 18. a. Access. RSCCD, the U.S. Department of Health and Human Services ACF, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT'S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.
 - b. Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records that relate to 1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or 2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

- 20. As a condition of this award of financial assistance under the U.S. Department of Health and Human Services ACF to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 45 CFR 84, 85, 86, 90, 91 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.
 - a. During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital

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- status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- b. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- c. SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

PROPERTY

22. a. <u>Definitions</u>

- 1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- 2. "Equipment": For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is NOT considered an allowable cost without prior written approval of the Grants Officer.
- b. <u>Property Management</u>. SUBRECIPIENT shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

23. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, it's 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 of any of its agents or employees.

INSURANCE

24. SUBRECIPIENT 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT'S comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

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

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

25. SUBRECIPIENT agrees to grant RSCCD, the US Department of Health and Human Services ACF, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the US Department of Health and Human Services ACF, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 45 CFR 74.36, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Health and Human Services ACF."

STANDARDS OF CONDUCT

- 26. a. General Assurance. In accordance with 45 CFR 74.42 every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
 - b. <u>Conducting Business Involving Relatives</u>. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.
 - c. <u>Conducting Business Involving Close Personal Friends and Associates</u>. Executives of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, or an elected official in the area, a permanent record of the transaction will be retained.
 - d. <u>Avoidance of Economic Interest</u>. No executive or employee of SUBRECIPIENT, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

DRUG FREE WORKPLACE

27. SUBRECIPIENT shall abide by the Government-wide Requirements for a Drug Free Workplace in accordance with 45 CFR 82.205. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with these requirements.

ENVIRONMENTAL TOBACCO SMOKE

28. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with the requirements of the Act.

DEBARMENT AND SUSPENSION

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 45 CFR Part 74.13.

TRAFFICKING VICTIMS PROTECTION ACT

30. As required under Section 106 (g) of the TVPA as amended in 22 U.S.C. 7104(g) RSCCD retains the right to terminate this sub-agreement, without penalty, if the SUBRECIPIENT, or any of its subcontractors (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, or sub-agreement is in effect, or (ii) uses forced labor in the performance of this sub-agreement.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. As required under Section 508 of Public Law 103-333, the following conditions are applicable to the SUBRECIPIENT: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to States and local governments and recipients of Federal research grants shall clearly state 1) the percentage of the total costs of the program or project which will be financed with Federal money, 2) the dollar amount of Federal funds for the program or project, and 3) the percentage and dollar amount of total costs of program or project that will be refinanced by non-governmental sources."

LOBBYING

- 32. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 45 CFR Part 93, SUBRECIPIENT certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of

- any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

BREACH – SANCTIONS

33. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: 1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or 2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or 3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

34. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Any dispute concerning any question arising under this Agreement, except as otherwise provided in this Agreement, shall be decided by RSCCD or the Department of Health and Human Services ACF. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the Department of Health and Human Services ACF, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the US Department of Health and Human Services ACF, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

35. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon

termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD'S decision.

TOTAL AGREEMENT

36. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

37. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

38. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Rancho Santiago Community College District

2323 North Broadway Santa Ana, CA 92706

Attn: Vice Chancellor, Business Operations and Fiscal Services

SUBRECIPIENT: MOMS Orange County

1128 West Santa Ana Blvd Santa Ana, CA 92703 IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

Rancho Santiago Community College District		MOMS of Orange County		
By:		By:		
Name:	Peter J. Hardash	Name:	Pamela Pimentel	
Title:	Vice Chancellor, Business/Fiscal Services	Title:	Chief Executive Officer	
Date:		Date:		

Board approval: October 24, 2011

LIST OF EXHIBITS

EXHIBIT A EARLY HEAD START APPLICATION

EXHIBIT B OPERATING AND TRAINING & TECHNICAL ASSISTANCE BUDGETS

EXHIBIT C SCOPE OF WORK

EXHIBIT D INVOICE TEMPLATE

EXHIBIT E REPORT TEMPLATE

EXHIBIT F USE OF PROGRAM INCOME

AGREEMENT BETWEEN RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT AND CHOC CHILDREN'S

Early Head Start (Grant No. 09CH9091/01)

This Agreement is entered into on the 25th day of October 2011, between Rancho Santiago Community College District (hereinafter "RSCCD") and CHOC CHILDREN'S on behalf of HELP ME GROW OC (hereinafter "SUBRECIPIENT").

WHEREAS, RSCCD has received expansion funding of a grant entitled Early Head Start Expansion (Grant No. 09CH9091/01; CFDA No. 93.600), from the United States Department of Health and Human Services Administration for Children and Families (ACF), for the purpose of providing services to children and their families, and

WHEREAS, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the DISTRICT and SUBRECIPIENT do covenant and agree as follows:

TERM

1. The performance period and grant term is based on an initial six-month period from **September 30, 2011 through March 31, 2012**, in the amount of **\$89,451** (\$85,951 Operating Budget and \$3,500 Training and Technical Assistance Budget). This agreement may be subject to a performance period extension and/or additional funding, on contingency with the following: legislative appropriation beyond the initial period, legislative authorization and availability of additional federal funds, and any other modification(s) made by RSCCD.

PURPOSE

2. The purpose of the program funded by this Agreement is to support Early Head Start services and is designed to improve the quality and long-term effectiveness of children and families by developing comprehensive services to the whole family which will lead to self sufficiency. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

- 3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:
 - a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 45 CFR 74; 45 CFR 87; 45 CFR 1301-1310; 2 CFR 25.110; Federal Financial Accountability and Transparency Act (FFATA) of 2006; OMB Circular A-

1

- 110 Uniform Administrative Requirements for Awards and Sub-Awards With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-21 Cost Principles for Educational Institutions; and OMB Circular A-133 Appendix B Audits of States, Local Governments and Non-Profit Organizations, Compliance Supplement;
- b. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
- c. All applicable State statutes, regulations, policies, procedures and directives;
- d. All applicable local ordinances and requirements, including use permits and licensing;
- e. Court orders applicable to its operation; and
- f. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

STATEMENT OF WORK

4. This Agreement is based on the Application for Federal Assistance included with this Agreement (refer to **Exhibit A**). SUBRECIPIENT agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Application for Federal Assistance in a professional, timely and diligent manner (refer to **Exhibit C**). The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Assistance will be controlling.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in the aforementioned Application for Federal Assistance may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 45 CFR 74.25 (c)(2)) are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

PLANS AND PROCEDURES

6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

REPORTS

7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data.

NO SUPPLANTATION

8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SUBRECIPIENT shall not render the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

INDEPENDENT CONTRACTOR

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

BUDGET SCHEDULE

11. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached as **Exhibit B**, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

MODIFICATION OF BUDGET SCHEDULE

12. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in the need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

TIME EXTENSIONS

13. RSCCD will not be requesting a time extension for program activities from the U.S. Department of Health and Human Services ACF. As a result, SUBRECIPIENT will not be granted an extension. Therefore, SUBRECIPIENT must spend all of the funds allocated through this agreement within the timeframe of the agreement. Under this agreement, SUBRECIPIENT will only be reimbursed for expenses that are incurred prior to *March 31*, *2012*.

SUBMISSION OF INVOICES

- 14. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:
 - a. <u>Payments</u>. Beginning upon execution of this agreement, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, RSCCD shall make reimbursement payments as long as the total payments under this

- Agreement do not exceed \$89,451. Invoices should show itemized expenditures in accordance with the invoice template provided with the Agreement (refer to **Exhibit D**).
- b. <u>Progress Reports</u>. Failure to submit timely Progress Reports will result in delays of payment to SUBRECIPIENT (refer to **Exhibit E**). Progress Reports are due to the Project Director by the following dates:
 - i. Monthly reports Monthly on the 15th (starting December 15, 2011)
 - ii. Final Program Report October 15, 2012
 - iii. Other reports as required upon request
- c. <u>Invoices</u>. One original signed invoice (separate for Training & Technical Assistance and Operating budgets) should be sent to the Child Development Services Executive Director, as follows:

Dee Tucker, Executive Director Child Development Services Rancho Santiago Community College District 2323 North Broadway, Suite 350 Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

- 15. a. <u>Financial Management System.</u> SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT'S system shall provide fiscal control and accounting procedures that will include the following:
 - 1. Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - 2. Effective internal controls to safeguard assets and assure their proper use;
 - 3. Source documentation to support accounting records; and
 - 4. Proper charging of costs and cost allocation.
 - b. SUBRECIPIENT'S Records. SUBRECIPIENT'S records shall be sufficient to:
 - 1. Permit preparation of required reports;
 - 2. Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - 3. Permit the tracing of program income, or profits earned, and any costs incurred that are otherwise allowable except for funding limitations.
 - c. Costs Charged. Costs shall be charged to this contract only in accordance with the following:
 - 1. Refer to **Exhibit B**.

PROGRAM INCOME

16. SUBRECIPIENT must comply with **Exhibit F**, Use of Program Income, for all program income generated.

ANNUAL AUDIT

17. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

ACCESS AND RECORDS

- 18. a. Access. RSCCD, the U.S. Department of Health and Human Services ACF, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT'S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.
 - b. Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records that relate to 1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or 2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

FRAUD

19. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

- 20. As a condition of this award of financial assistance under the U.S. Department of Health and Human Services ACF to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 45 CFR 84, 85, 86, 90, 91 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.
 - a. During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully

discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

- b. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.
- c. SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

PROPERTY

22. a. <u>Definitions</u>

- 1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- 2. "Equipment": For purchase on or after July 1, 1993, "equipment" is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is NOT considered an allowable cost without prior written approval of the Grants Officer.
- b. <u>Property Management</u>. SUBRECIPIENT shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

23. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, it's 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 of any of its agents or employees.

INSURANCE

24. SUBRECIPIENT 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 a thirty (30) day notice of cancellation, modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT'S comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

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

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

25. SUBRECIPIENT agrees to grant RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 45 CFR 74.36, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the U.S. Department of Health and Human Services ACF."

STANDARDS OF CONDUCT

- 26. a. General Assurance. In accordance with 45 CFR 74.42 every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
 - b. <u>Conducting Business Involving Relatives</u>. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.
 - c. <u>Conducting Business Involving Close Personal Friends and Associates</u>. Executives of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT, or an elected official in the area, a permanent record of the transaction will be retained.
 - d. <u>Avoidance of Economic Interest</u>. No executive or employee of SUBRECIPIENT, elected official in the area, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

DRUG FREE WORKPLACE

27. SUBRECIPIENT shall abide by the Government-wide Requirements for a Drug Free Workplace in accordance with 45 CFR 82.205. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with these requirements.

ENVIRONMENTAL TOBACCO SMOKE

28. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with the requirements of the Act.

DEBARMENT AND SUSPENSION

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 45 CFR Part 74.13.

TRAFFICKING VICTIMS PROTECTION ACT

30. As required under Section 106 (g) of the TVPA as amended in 22 U.S.C. 7104(g) RSCCD retains the right to terminate this sub-agreement, without penalty, if the SUBRECIPIENT, or any of its subcontractors (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, or sub-agreement is in effect, or (ii) uses forced labor in the performance of this sub-agreement.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. As required under Section 508 of Public Law 103-333, the following conditions are applicable to the SUBRECIPIENT: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to States and local governments and recipients of Federal research grants shall clearly state 1) the percentage of the total costs of the program or project which will be financed with Federal money, 2) the dollar amount of Federal funds for the program or project, and 3) the percentage and dollar amount of total costs of program or project that will be refinanced by non-governmental sources."

LOBBYING

32. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 45 CFR Part 93, SUBRECIPIENT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

BREACH – SANCTIONS

33. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: 1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or 2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or 3) terminate this Agreement in accordance with Section 34 herein.

DISPUTES

34. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Any dispute concerning any question arising under this Agreement, except as otherwise provided in this Agreement, shall be decided by RSCCD or the U.S. Department of Health and Human Services ACF. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the U.S. Department of Health and Human Services ACF, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the U.S. Department of Health and Human Services ACF, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

35. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD'S decision.

TOTAL AGREEMENT

36. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

37. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

NOTICES

38. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Rancho Santiago Community College District

2323 North Broadway Santa Ana, CA 92706

Attn: Vice Chancellor, Business Operations and Fiscal Services

SUBRECIPIENT: Rebecca Hernandez, Manager, Help Me Grow OC

1915 West Orangewood Avenue, Suite 303

Orange, CA 92868

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

Rancho Santiago Community College District		CHOC CHILDREN'S	
By:		By:	
Name:	Peter J. Hardash	Name:	Debra Mathis
Title:	Vice Chancellor, Business/Fiscal Services	Title:	Chief Operating Officer
Date:		Date:	
		HELP ME GROW OC	
		By:	
		Name:	Rebecca Hernandez, MSEd
		Title:	Manager
		Date:	

Board approval: October 24, 2011

LIST OF EXHIBITS

EXHIBIT A EARLY HEAD START APPLICATION

EXHIBIT B OPERATING AND TRAINING & TECHNICAL ASSISTANCE BUDGETS

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