

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, December 5, 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.

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Presentation of District Annual Financial Audit

1.4 Approval of Additions or Corrections to Agenda

Action

1.5 Public Comment

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

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

1.6 Approval of Minutes – Regular meeting of November 14, 2011

Action

1.7 Approval of Consent Calendar Action

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

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

2.0 **BOARD ORGANIZATION**

2.1 Annual Board Organization Action

Board Policy #9013 requires that the board take specific actions at its annual organizational meeting:

- Election of Board Officers (President, Vice President, and Clerk) for the 2010-11 year
- Designation of secretary and assistant secretary
- The President of the Board shall appoint members and chairs to the following board committees:
 - Facilities Committee
 - Fiscal and Audit Review Committee
 - Legislative Committee
 - Policy Committee
- The President of the Board shall appoint representatives to the the following organizations:
 - RSCCD Foundation
 - Orange County Legislative Task Force
 - Orange County School Boards Association
 - Nominating Committee on School District Organization
- Adoption of schedule of meeting dates for 2012 (attached)
- Reaffirmation of Board Policy #3211 - Investments (attached)
- Reaffirmation of Board Policy #9002 - Statement of Ethical Conduct (attached)
- Reaffirmation of Board Policy #9011 - Conferences and Meetings (attached)

3.0 **INFORMATIONAL ITEMS AND ORAL REPORTS**

3.1 Report from the Chancellor

3.2 Reports from College Presidents

- Enrollment
- Facilities
- College activities
- Upcoming events

3.3 Report from Student Trustee

3.4 Reports from Student Presidents

- Student activities

3.5 Reports from Academic Senate Presidents

- Senate meetings

- 3.6 Informational Presentation on the Budget
- 3.7 Informational Presentation on Communications during Emergencies

RECESS TO CLOSED SESSION

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

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

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

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

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

Doe v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2010-00407356

3. Conference with Legal Counsel: Anticipated Litigation
Initiation of litigation pursuant to Government Code subdivision (c) of Section 54956.9: (One case.)

4. 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
Continuing Education Faculty Association
Child Development Centers Teachers Association

5. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor

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

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

4.0 HUMAN RESOURCES

4.1 Management/Academic Personnel Action

- Approval of New Job Descriptions
- Approval of Appointments
- Approval of Interim to Permanent Positions
- Ratification of Resignations/Retirements
- Approval of Contract Extension Days for 2011-2012
- Approval of Changes of Classification
- Approval of Leaves of Absence
- Approval of Stipends
- Approval of Adjusted FARSCCD Part-time/Hourly Rates
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Intern Services

4.2 Classified Personnel Action

- Approval of Return to Regular Assignments
- Approval of Changes in Department
- Approval of Leaves of Absence
- Approval of Returns from Leave
- Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Changes in Positions
- Approval of Temporary Assignments
- Approval of Substitute Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Student Assistant Lists

4.3 Approval of Credit Instructional Calendar for 2012–2013 Action

The administration recommends approval of the 2012–2013 Credit Instructional Calendar.

- 4.4 Presentation of Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to Rancho Santiago Community College District Action
The administration recommends the board receive this bargaining proposal and schedule a public hearing for January 17, 2012.

5.0 INSTRUCTION

- *5.1 Approval of OTA Agreement Renewal – West Anaheim Extended Care Action
The administration recommends approval of this agreement with West Anaheim Extended Care in Anaheim, California.
- *5.2 Approval of OTA Agreement Renewal – Glendale Adventist Medical Center Action
The administration recommends approval of this agreement with Glendale Adventist Medical Center in Glendale, California.

6.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *6.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *6.2 Approval of Budget Transfers and Budget Increases/Decreases Action
The administration recommends approval of budget transfers, increases, and decreases during the month of October 2011.
- *6.3 Receive the District Audit Report for Fiscal Year ended June 30, 2011 Action
The administration recommends the board receive and accept the Rancho Santiago Community College district Audit Report for the fiscal year ended June 30, 2011, as presented.
- *6.4 Adoption of Resolution No. 11-53 – Increase of Statutory Minimum Retention Amounts for Bid #1179 Road Alignment, Cul-de-Sac-, Parking Lot Expansion, and New Soccer and Football Facilities Projects at Santa Ana College (SAC) Action
The administration recommends adoption of Resolution No. 11-53 to increase the statutory minimum retention amounts for Bid #1179 for road alignment, cul-de-sac, parking lot expansion, and new soccer and football facilities projects at SAC to ten percent as presented.
- *6.5 Approval of Southern California Edison Company Electrical Facilities at Athletic/Aquatic Complex at Santiago Canyon College (SCC) Action
The administration recommends approval of additional electrical service as presented.

* Item is included on the Consent Calendar, Item 1.7.

- *6.6 Approval of Additional Geotechnical Observation and Testing Services for Humanities Building at Santiago Canyon College Action
The administration recommends approval of additional fees for Ninyo & Moore for geotechnical observation and testing services for the Humanities building at SCC as presented.
- *6.7 Approval of Additional Geotechnical Observation and Testing Services for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of additional fees for Ninyo & Moore for geotechnical observation and testing services for the Athletic /Aquatic complex at SCC as presented.
- *6.8 Approval of Change Order #4 for Bid #1140 for Plumbing for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #4 for Bid #1140 for Interpipe Contracting, Inc., for plumbing for the Humanities building at SCC as presented.
- *6.9 Approval of Change Order #3 for Bid #1151 for Earthwork for Loop Road Extension at Santiago Canyon College Action
The administration recommends approval of change order #3 for Bid #1151 for Southern California Grading, Inc., for earthwork for the Loop Road Extension at SCC as presented.
- *6.10 Approval of Notice of Completion for Bid #1134 for Tropical Plaza Nursery to Provide Landscaping for Santiago Canyon Entry and Parking Lot at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for a portion of landscaping at the Santiago Canyon entry and parking lot at SCC as presented.
- *6.11 Approval of Notice of Completion for Bid #1134 for Sierra Landscape to Provide Landscaping for Santiago Canyon Entry and Parking Lot at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for a portion of landscaping at the Santiago Canyon entry and parking lot at SCC as presented.
- *6.12 Approval of Notice of Completion for Bid #1136 for Guy Yokom Construction, Inc., for Concrete for Santiago Canyon Entry and Parking Lot at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for the concrete portion of the Santiago Canyon entry and parking lot at SCC as presented.

* Item is included on the Consent Calendar, Item 1.7.

- *6.13 Approval of Notice of Completion for Bid #1138 for Blazing Industrial Steel, Inc., for Structural Steel for Santiago Canyon Entry and Parking Lot at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for the structural steel portion of the Santiago Canyon entry and parking lot at SCC as presented.
- *6.14 Approval of Notice of Completion for Bid #1146 for Inland Building Construction Company, Inc., for Framing/Elevators for Santiago Canyon Entry and Parking Lot at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for the framing/elevators for the Santiago Canyon Entry and parking lot at SCC as presented.
- *6.15 Approval of Notice of Completion for Bid #1151 for Southern California Grading, Inc., for Earthwork for Santiago Canyon Entry and Parking Lot at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for earthwork for Santiago Canyon entry and parking lot at SCC as presented.
- *6.16 Approval of iParadigms, LLC, Contract Action
The administration recommends approval of the agreement from iParadigms, LLC, in the amount of \$48,516.72 as presented.
- *6.17 Adoption of Resolution No. 11-52 regarding Increase of Statutory Minimum Retention Amount for Bid #1183 for District-Wide Video Surveillance Security System, Installation and Integration Action
The administration recommends adoption of Resolution No. 11-52 to increase the statutory minimum retention amount to ten percent for Bid #1183 for district-wide video surveillance security system, installation and integration as presented.
- *6.18 Approval of Lease Agreement with StikCo Labs, LLC Action
The administration recommends approval of the lease agreement with StikCo Labs, LLC, and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district.
- *6.19 Approval of Redlands Unified School District Bid #4-11 for Furniture, Filing and Office Equipment Action
The administration recommends approval of the Redlands Unified School District Bid #4-11 and all renewals for furniture, filing and office equipment awarded to Culver-Newlin, Inc., Virco, Inc., and School Space Solutions as presented.

* Item is included on the Consent Calendar, Item 1.7.

- *6.20 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period October 28, 2011, through November 18, 2011.

7.0 GENERAL

- *7.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization of the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- CalWORKs/TANF/Child Care (SCC) \$130,262
 - Child Development Training Consortium (SCC) \$ 3,600
 - Cooperative Agencies Resources for Education (CARE) (SCC) \$ 18,216
 - Extended Opportunity Programs & Services (EOPS) (SCC) \$257,833
 - Industry Driven Regional Collaborative (District) \$160,207
 - Lumina Foundation – Latino Student Success Initiative (SAC) \$ 50,000
 - SBA/CSUF – SBDC (District) \$602,365
- *7.2 Approval of Sub-award Agreements between RSCCD and Delhi, LHA, SAUSD, and UCI for GEAR UP 2009 – Year 3 Action
The administration recommends approval of the sub-award agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the sub-award agreements on behalf of the district.
- *7.3 Approval of Sub-award Agreements between RSCCD and NOCCCD and CSU Fullerton Auxiliary Services Cooperation for ENGAGE in STEM Project – Year 1 Action
The administration recommends approval of the sub-award agreements and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the sub-award agreements on behalf of the district.
- *7.4 Approval of Sub-Agreements between RSCCD and Saddleback Community College and Coachella Valley Economic Partnership Action
The administration recommends approval of the sub-agreement and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the sub-award agreements on behalf of the district.

***7.5 Adoption of New and Revised Board Policies Action**

It is recommended the board adopt the following policies:

- BP1340 (new) - Campus Security and Access
- BP1370 (new) - Service Animals
- BP3212 (revise) - Alcoholic Beverages
- BP3228 (eliminate) - RSC Foundation Advertising Agent
- BP3405 (revise) - Disposal of Property
- BP3520 (revise) - Local Law Enforcement
- BP3540 (revise) - Sexual and Other Assaults on Campus
- BP5006 (revise) - Residence Determination
- BP5007 (revise) - Non-Resident Tuition
- BP5012 (new) - Prevention of Identity Theft in Student Financial Transactions
- BP5130 (new) - Financial Aid
- BP5410 (new) - Off-Campus Student Organizations
- BP7400 (revise) - Emergency Response Plan
- BP9003 (revise) – Membership
- BP9004 (revise) – Trustee Areas

***7.6 Adoption of Resolution No. 11-51 authorizing payment to Trustee Absent from Board Meetings Action**

This resolution requests authorization of payment to Brian Conley for his absence from the November 14, 2011, board meeting due to illness.

7.7 Review RSCCD Students' Positions on Student Success Task Force Recommendations Information

Student Trustee Hanson recommends the board review and receive the RSCCD students' positions on the Student Success Task Force recommendations.

7.8 Reports from Board Committees Information

- Board Fiscal/Audit Committee
- Orange County Legislative Task Force

7.9 Board Member Comments Information

8.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be announced after the 2012 board meeting calendar is approved. The meeting will be held at the District Office at 2323 North Broadway, Room #107, in Santa Ana, California.

* Item is included on the Consent Calendar, Item 1.7.

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

Board of Trustees (Regular meeting)

Monday, November 14, 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. John Hanna, Mr. Andrew Hanson, Mr. Larry Labrado, and Mr. Mark McLoughlin. Mr. Brian Conley was not in attendance due to illness.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Jeff McMillan, Chemistry Professor at Santa Ana College (SAC).

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 3.2 (Classified Personnel).

1.4 Public Comment

Mr. Craig Nance spoke regarding the district's budget.

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 October 24, 2011.

1.6 Approval of Consent Calendar

It was moved by Mr. McLoughlin, seconded by Mr. Hanson, and carried unanimously to approve the recommended action on the following items as listed on the Consent Calendar (as indicated by an asterisk on the agenda), with the exception of Item 4.11 (Proposed Changes to Student Health Fee at SAC and SCC) removed by Mr. Hanna and Item 5.2 (Additional Legal Services – Law Offices of Gregory Thatch) removed from the Consent Calendar by Mr. Yarbrough.

4.1 Approval of New Pharmacy Technology Agreement – Trinity Care Rx Pharmacy

The board approved this contract with Trinity Care Rx Pharmacy in Stanton, California.

4.2 Approval of New OTA Agreement – Collaborative Neuroscience Network, Inc.

The board approved the agreement with Collaborative Neuroscience Network, Inc., in Garden Grove, California.

4.3 Approval of New OTA Agreement – New Century Rehabilitation, d.b.a. Matt Smith Physical Therapy

The board approved the agreement with New Century Rehabilitation, d.b.a. Matt Smith Physical Therapy in Las Vegas, Nevada.

4.4 Approval of New OTA Agreement – County of Los Angeles, Health Services

The board approved the agreement with County Of Los Angeles, Health Services in Los Angeles, California.

4.5 Approval of Santa Ana College (SAC) Community Services Program for Spring 2012

The board approved the list of proposed SAC Community services program for spring 2012.

4.6 Approval of Santiago Canyon College (SCC) Community Services Program for Spring 2012

The board approved the list of proposed SCC community services program for spring 2012.

4.7 Ratification of Santa Ana College Associate Degrees and Certificates Awarded in Summer 2011

The board ratified SAC recipients of associate degrees, certificates of achievement, and certificates for summer 2011 as presented.

4.8 Ratification of Santiago Canyon College Associate Degrees and Certificates Awarded in Summer 2011

The board ratified SCC recipients of associate degrees, certificates of achievement, and certificates for summer 2011 as presented.

1.6 Approval of Consent Calendar – (cont.)

4.9 Approval of New Courses and New Programs for 2012-2013 Santa Ana College Catalog

The board approved the new courses and new programs for the 2012-2013 SAC catalog as presented.

4.10 Approval of New Credit and Non-Credit Curricula for 2012-2013 Santiago Canyon College Catalog

The board approved the new credit and non-credit curricula for the 2012-2013 SCC catalog as presented.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.3 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended September 30, 2011

The board approved the CCFS-311Q for the period ending September 30, 2011, as presented.

5.5 Approval of Lease Agreement with Reazon Systems

The board approved the lease agreement with Reazon Systems and authorized the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district.

5.6 Approval of Lease Agreement with Topgallant Group LLC

The board approved the lease agreement with Topgallant Group LLC and authorized the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district.

5.7 Approval of DSA Inspector of Record, Testing and Inspection for College Avenue Street Alignment, Cul-de-sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College

The board approved the agreement with TYR I.O.R. Services to provide DSA inspection services for the College Avenue Street alignment, cul-de-sac, parking lot expansion, new soccer field and football facilities at SAC as presented.

5.8 Approval of RBF Consulting for College Avenue Street Alignment, Cul-de-sac, Parking Lot Expansion, New Soccer Field and Football Facilities at Santa Ana College

The board approved the proposal with RBF Consulting to provide QSP services as presented.

5.9 Adoption of Resolution No. 11-49 for Earthwork for the Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 11-49 for Southern California Grading, Inc., for Bid #1151 for earthwork for the Athletic/Aquatic complex at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

- 5.10 Approval of Architect Change Order for Maintenance & Operations Building at Santiago Canyon College
The board approved additional services in the amount of \$25,000 to LPA, Inc., as presented.
- 5.11 Approval of Additional Architectural Services for Humanities Building at Santiago Canyon College
The board approved additional services provided by LPA, Inc., in the amount of \$367,301 as presented.
- 5.12 Approval of Additional DSA Inspection Services for Humanities Building and Athletic/Aquatic Complex at Santiago Canyon College
The board approved the extension of services for TYR I.O.R. to provide DSA mandated inspection services for the Humanities building and Athletic/Aquatic complex at SCC as presented.
- 5.13 Approval of Additional Testing Services for Athletic/Aquatic Complex at Santiago Canyon College
The board approved additional testing services for the Athletic/Aquatic complex at SCC from Reliant Testing Engineers as presented.
- 5.14 Approval of Change Order #8 for Bid #1139 for Electricity for Athletic/Aquatic Complex at Santiago Canyon College
The board approved change order #8 for Bid #1139 for Dynalectric, Inc., for electricity for the Athletic/Aquatic complex at SCC as presented.
- 5.15 Approval of Change Order #3 for Bid #1139 for Electricity for Humanities Building at Santiago Canyon College
The board approved change order #3 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.
- 5.16 Approval of Change Order #2 for Bid #1143 for Glass/Glazing for Humanities Building at Santiago Canyon College
The board approved change order #2 for Bid #1143 for Glazcon Productions for glass/glazing for the Humanities building at SCC as presented.
- 5.17 Approval of Change Order #2 for Bid #1151 for Earthwork for Athletic/Aquatic Complex at Santiago Canyon College
The board approved change order #2 for Bid #1151 for Southern California Grading, Inc., for earthwork for the Athletic/Aquatic complex at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

5.18 Approval of Change Order #2 for Bid #1181 for Signalization Project at Santiago Canyon College

The board approved change order #2 for Bid #1181 for Dynalectric for the signalization project at SCC as presented.

5.19 Approval of the Settlement and Release Agreement for Baker Electric, Inc., for Science Center at Santiago Canyon College

The board approved the settlement and release agreement with Baker Electric, Inc., as presented.

5.20 Approval of Accuvant Site Survey

The board approved the site survey agreement from Accuvant in the amount of \$51,000 as presented.

5.21 Approval of CMAS Contract #3-07-70-2428D to Accuvant, Inc.

The board approved the use of California Multiple Awards Schedule Contract #3-07-70-2428D and all future contract extensions, supplements and modifications offered by Accuvant, Inc., as presented.

5.22 Approval of Purchase Orders

The board approved the purchase order listing for the period October 9, 2011, through October 27, 2011.

6.1 Approval of Resource Development Items

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

- Basic Skills Initiative (SAC & SCC)	\$693,753
- SBA/CSUF – SBDC (District) – <i>Augmentation</i>	\$ 30,000

6.7 Approval of Resolution No. 11-50 regarding Emergency Closure of SAC East and SCC Child Development Centers

The board approved Resolution No. 11-50 certifying that the SAC East and SCC Child Development Centers were closed due to emergencies.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

2.3 Report from Student Trustee

Mr. Andrew Hanson provided a report to the board.

2.4 Reports from Student Presidents

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

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

2.6 Informational Presentation on the Budget

Mr. Hardash provided an informational presentation on the budget.

2.7 Informational Presentation on Communications during Emergencies

Dr. Rodríguez indicated that Mr. Conley requested Item 2.7 and Item 6.3 (Adoption of Revised Board Policies) be postponed until the December 5th board meeting.

RECESS TO CLOSED SESSION

The board convened into closed session at 5:56 p.m. to consider the following items:

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

Doe v. Rancho Santiago Community College District et al, Orange County Superior Court Case No. 30-2010-00407356

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association
4. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
5. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

The board reconvened at 6:42 p.m.

Closed Session Report

Mr. McLoughlin reported during closed session the board discussed public employment, public employee discipline, pending litigation, and conferred with its labor negotiator. In addition, the board voted unanimously (Mr. Conley absent) to terminate Mr. Jose Contreras, Senior Custodian/Utility Worker.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Adjusted Effective Dates of Appointments
- Ratify Resignations/Retirements
- Approve Changes of Assignments
- Approve Adjusted Locations/Sites for Interim Assignments
- Approve Adjusted Effective Dates of 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. McLoughlin, seconded by Mr. Hanson, and carried unanimously to approve the following action on the classified personnel docket:

- Approve Changes in Positions
- Approve Out of Class Assignments
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve New Appointments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

4.0 INSTRUCTION

Items 4.1 through 4.10 were approved as part of Item 1.6 (Consent Calendar).

4.11 Approval of Proposed Changes to Student Health Fee at SAC and SCC

It was moved by Mr. Hanna and seconded by Mr. Hanson to approve a maximum fee of \$18 per semester and \$15 for summer session for health services provided by the colleges, effective spring 2012, and in the future charge the maximum allowable fee as approved by the California State Chancellor's Office in accordance with the Education Code.

After discussion, Mr. Hanna asked that the motion be amended to remove the following: "*and in the future charge the maximum allowable fee as approved by the California State Chancellor's Office in accordance with the Education Code.*"

The motion carried unanimously to amend the motion to approve a maximum fee of \$18 per semester and \$15 for summer session for health services provided by the colleges effective spring 2012.

The motion carried unanimously.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, 5.3, and 5.5 through 5.22 were approved as part of Item 1.6 (Consent Calendar).

5.2 Approval of Additional Legal Services – Law Offices of Gregory Thatch

It was moved by Mr. Labrado and seconded by Mr. McLoughlin to approve the increase of additional \$3,462 for the Law Offices of Gregory D. Thatch to provide legal services as presented. After discussion, the motion carried unanimously.

5.4 Quarterly Investment Report as of September 30, 2011

The quarterly investment report as of September 30, 2011, was presented as information.

6.0 GENERAL

Items 6.1 and 6.7 were approved as part of Item 1.6 (Consent Calendar).

6.2 First Reading of New and Revised Board Policies

These policies were presented for first reading as information items:

- BP1340 (new) - Campus Security and Access
- BP1370 (new) - Service Animals
- BP3212 (revise) - Alcoholic Beverages
- BP3228 (eliminate) - RSC Foundation Advertising Agent
- BP3405 (revise) - Disposal of Property
- BP3520 (revise) - Local Law Enforcement
- BP3540 (revise) - Sexual and Other Assaults on Campus
- BP5006 (revise) - Residence Determination
- BP5007 (revise) - Non-Resident Tuition
- BP5012 (new) - Prevention of Identity Theft in Student Financial Transactions
- BP5130 (new) - Financial Aid
- BP5410 (new) - Off-Campus Student Organizations
- BP7400 (revise) - Emergency Response Plan

6.3 Adoption of Revised Board Policies

It was moved by Mr. Labrado, seconded by Mr. Hanson, and carried unanimously to postpone action on adopting revisions to BP9003 – Membership and BP9004 – Trustee Areas until the December 5th board meeting.

6.4 Approval of RSCCD 2011–2013 Strategic Plan

Mr. Hanna and Mr. Yarbrough commended staff on their work in creating the strategic plan.

Mr. Hanna indicated the objectives for district goal #5 should include pursuing private funding sources to increase the district's fiscal sustainability and implement the district's vision and goals.

Mr. Yarbrough commended staff on the areas regarding distance education in the strategic plan.

Dr. Rodríguez clarified that the timeline dates included in the strategic plan are expected completion dates.

Mr. McLoughlin suggested the district include the recruitment of out-of-state and international students as part of district goal #5.

6.5 Board of Trustees Express Interest in Board Officer Positions

The board vice president solicited expressions of interest from board members regarding service as president, vice president, and clerk for 2011-2012. The following board members expressed interest in the following positions: president - Mr. Yarbrough; vice president - Mr. McLoughlin; and clerk - Ms. Barrios

6.6 Review of RSCCD Board of Trustees Self-Evaluation

The Board of Trustees reviewed the evaluation responses. Mr. Hanna indicated the questionnaire is thorough and he values the evaluation responses. After last year's evaluation, he stated that the board took steps to improve its low-scoring areas and the responses indicate the board is doing a good job. Mr. Hanna indicated there are areas that the board still needs to work on, but overall, the response was positive.

One area the board rated itself low in was "*the awareness of the community and district employees of who their elected trustees are and their role in district governance.*" Mr. Hanna indicated the possible reasons for this low rating is that the board is legally restricted from distributing a large amount of literature that includes their photographs on it to the community, and the current budget crisis has prevented publications from being distributed to the community. He suggested the board think of ideas to make itself better known in the community.

Mr. Hanna indicated the board plans to continue improving the process of seeking the opinion of the student trustee.

Dr. Chapel asked the Board Policy Committee to discuss the student trustee being able to voice his advisory vote before the trustees vote on agenda items.

6.6 Review of RSCCD Board of Trustees Self-Evaluation – (cont.)

Mr. Yarbrough indicated the board relies on the student trustee to represent the students, and the student trustee is able to discuss agenda items along with other board members and voice his opinion at that time.

Mr. Yarbrough stated that the evaluation responses indicate the community has seen improvement in the relationship between the chancellor and the board. He indicated the board's main goal is to implement its vision statement.

After discussing the evaluation responses, the board completed the self-evaluation process for 2011.

6.8 Reports from Board Committees

Mr. Labrado provided a report on the November 10, 2011, Board Facilities Committee meeting.

Mr. Hanna provided a report on the October 31, 2011, Board Policy Committee meeting.

Ms. Barrios provided a report on the November 3, 2011, Orange County Legislative Task Force meeting.

6.9 Board Member Comments

Mr. Hanna reported that he plans to attend the SCC Distinguished Faculty lecture, but is unable to attend the SAC Distinguished Faculty lecture; therefore, he asked for a recording of SAC's faculty presentation.

Mr. Hanna commended SAC staff on its work in partnering with other educational institutions relating to the Adelante program.

Mr. Hanna reported he recently met with a representative of the endowment program at Chapman University.

Ms. Barrios commended SAC and SCC recruiters that she encountered recently at an Orange Unified School District event.

Mr. Yarbrough commented on the recent article he read regarding the importance of supporting improvement of K-12 education in relation to a student's success of postsecondary education.

Mr. Yarbrough expressed appreciation for staff working on recommendations for the student success task force.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on December 5, 2011.

There being no further business, Mr. Conley declared this meeting adjourned at 7:20 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: December 5, 2011

Annual Organizational Meeting - BP9013

ANNUAL ORGANIZATIONAL MEETING - BP9013

Revised July 21, 2003

Revised July 26, 2010

The following tasks shall be listed under Board Organization and included on the agenda of the Board's annual organizational meeting to be held in December each year:

- Election of Board officers
- Designation of secretary & assistant secretary
- Schedule of regular meeting dates and locations for the following year, including: Board Self-Evaluation (BP9022), Evaluation of Chancellor (BP2113), and Preliminary Audit Discussion
- Authorization of signatures
- Appointment of trustees to committees by Board President
- Reaffirmation of Board Policy 9011 (Conferences & Meetings)
- Reaffirmation of Statement of Ethical Conduct (BP9002)
- Reaffirmation of Board Policy 3211 (Investments)

At the annual organizational meeting, the Board President shall solicit expressions of interest from members of the Board, or any newly elected members of the Board, regarding service as President, Vice President or Clerk of the Board, as well as any committee assignments.

From November 14, 2011, proposed minutes:

6.5 Board of Trustees Express Interest in Board Officer Positions

The board vice president solicited expressions of interest from board members regarding service as president, vice president, and clerk for 2011-2012. The following board members expressed interest in the following positions: president - Mr. Yarbrough; vice president - Mr. McLoughlin; and clerk - Ms. Barrios

Proposed Board Meetings – 2012

January 17 (Tuesday)

February 6, 27

March 12

April 2, 23

May 7, 21

June 18

July 23

August 20

September 10, 24

October 8, 22 (annual self-evaluation and regular meeting)

November 13 (Tuesday)

December 10

For your information:

CCLC Annual Legislative Conference

January 29 & 30, 2012—Sheraton Grand, Sacramento

ACCT National Legislative Summit

February 13-16, 2012; Washington, D.C.

Monday, April 16 – SAC Golf Tournament

Friday, April 27 SCC Golf Tournament

Investments - BP3211

Revised 09/11/95

The Board of Trustees authorizes the chancellor, or designee, to invest monies not required for the immediate necessities of the district in accordance with existing law. Funds are to be invested in a manner which will provide the maximum security of principal.

- Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital.
- The investments shall remain sufficiently liquid to meet all operating obligations of the district.
- The investments shall be done with the objective of attaining a market rate of return, taking into account risks and liquidity needs.

Investments shall be made with judgement and care, which persons of prudence, discretion and intelligence would exercise for the safety of capital and reasonable income.

The Vice Chancellor of Business and Fiscal Services shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this investment policy.

Administrators and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of the investment activity or which could impair their ability to make impartial investment decisions.

Legal Reference:

Title 5, California Code of Regulations

58199.5 Appropriation of Excess Funds

Government Code Sections 53600, 53601, 53651, 53654

Statement of Ethical Conduct - BP9002

Revised: September 10, 2007

All Rancho Santiago Community College District board members are committed to maintaining the highest standards of conduct and ethical behavior. The Board believes that in promoting trust, confidence, and integrity in the working relationship between Trustees, administrators, faculty and Staff. The Board and its individual Trustees are committed to the following:

- In all decisions the Board will consider the educational welfare and equality of opportunity of all students in the District.
- Trustees are elected to represent the interests and serve the needs of the entire District and to promote the mission of Rancho Santiago Community College District.
- Trustees are non-partisan elected officials and will always put District and college priorities before their own political or personal priorities.
- Trustees hold a public trust that requires and will ensure that their actions avoid conflicts of interest and any appearance of impropriety.
- Trustees will speak on behalf of the Board only when granted such authority by a majority of the Board.
- Trustees shall be respectful of others in any discussions related to the district and colleges.
- Trustees clearly articulate to the Chancellor the Board's expectations, will support the work and efforts of the Chancellor, and keep the Chancellor informed of matters related to the district and colleges.
- Trustees will respect the confidentiality of all privileged information.
- Trustees will uphold the letter and spirit of the Ralph M. Brown Act and make all official decisions and actions of the Board of Trustees in open and public meetings.
- Trustees will remain informed about the district, educational issues, and responsibilities of trusteeship, and will work in the best interest of the entire district.

The president of the board, in consultation with the Chancellor, is authorized to consult with legal counsel when they become aware of or are informed about actual or perceived violations of pertinent laws and regulations, including but not limited to conflict of interest, open and public meetings, confidentiality of closed session information, and use of public resources. Violations of law may be referred to the District Attorney or Attorney General as provided for in law.

Violations of the board's policy code of ethics will be addressed by the president of the board, who will first discuss the violation with the trustee to reach a resolution. If resolution is not achieved and further action is deemed necessary, the president may appoint an ad hoc committee to examine the matter and recommend further courses of action to the board. Sanctions will be determined by the board officers and may include a recommendation to the board to censure of the trustee. If the president of the board is perceived to have violated the code, the vice president of the board is authorized to pursue resolution.

Board Travel - BP9011

Revised 2/5/07

Members of the Board shall have travel expenses reimbursed whenever they travel as representatives of and perform services directed by the Board. Reimbursement for travel by Board members outside of the district boundaries must receive prior approval from the Board of Trustees. The Executive Committee of the Board of Trustees, in consultation with the Chancellor, may provide prior authorization for such travel when needed, pending full Board approval. Standard district travel procedures and rates will be used for reimbursement. (See AR 4108.)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**TO HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC
December 5, 2011**

MANAGEMENT

New Job Description/Attachment #1

Director, Fire Education
Grade Level H
Academic Administrator

Appointment

TBA
Director, Fire Education

Interim to Permanent

Sandoval, Maricela
Business Program & Services Manager
Small Business Development Center
Educational Services
District Office

Effective: November 9, 2011
Salary Placement: O-4 \$5,173.00
(No Change)

FACULTY

Appointment

Barnard, Rebecca
Coordinator, Health & Wellness Center
Special Services Division
Santa Ana College

Effective: January 9, 2012
Final Salary Placement: II-11 \$82,654/Year

Ratification of Resignation/Retirement

Ogas, David
Professor/Assistant Coach, Exercise
Science/Football
Exercise Science, Health & Athletics Division
Santa Ana College

Effective: May 17, 2012
Reason: Retirement

FACULTY (CONT'D)

Contract Extension Days for 2011/2012

Morris-Pfyl, Sandy
Professor/Career Specialist/Job Developer
Workability
Special Services Division
Santa Ana College

Effective: December 12, 2011-January 13, 2012
Contract Extension Days: 15
Reason: Job Placement Services
Contract Extension Rate: \$462.52/Day

Changes of Classification

Andrade, Philippe
Associate Professor, Political Science
Humanities & Social Sciences Division
Santa Ana College

Effective: August 15, 2011
Class/Step: VII-7 \$78,676/Year

Aguilar, Maria
Coordinator, DSPTS
Special Services Division
Santa Ana College

Effective: August 15, 2011
Class/Step: V-6 \$71,018/Year

Canzona, Paula
Counselor/Articulation Officer
Counseling Division
Santa Ana College

Effective: July 29, 2011
Class/Step: VI-16 (1) \$107,127/Year

Granitto, James
Associate Professor, Philosophy
Library, Arts, Humanities &
Social Sciences Division
Santiago Canyon College

Effective: August 15, 2011
Class/Step: VI-13 \$90,426/Year

Hampton, Jubal
Professor, Life Science
Science & Math Division
Santa Ana College

Effective: August 16, 2010
Class/Step: V-6 \$77,917/Year

Robledo, Reymundo
Counselor
Counseling Division
Santa Ana College

Effective: July 26, 2010
Class/Step: V-6 \$77,917/Year

Robledo, Reymundo
Counselor
Counseling Division
Santa Ana College

Effective: July 29, 2011
Class/Step: VI-6 \$80,740/Year

FACULTY (CONT'D)

Changes of Classification (cont'd)

Reed, Stephen
Associate Professor, History
Library, Arts, Humanities &
Social Sciences Division
Santiago Canyon College

Effective: August 15, 2011
Class/Step: VI-13 \$90,426/Year

Shain, Sheila
Associate Professor, Business Administration
Business Division
Santa Ana College

Effective: August 15, 2011
Class/Step: IV-13 \$85,286/Year

Taylor, Michael
Associate Professor, Life Science
Math & Science Division
Santiago Canyon College

Effective: August 15, 2011
Class/Step: III-11 \$ 77,900/Year
Class/Step: III-4 \$59.88/Lecture Hour

Leave of Absence

Ruiz, Rosie
Master Teacher
OEC Child Development Center
Child Development Services
District

Effective: November 18-January 18, 2012
Reason: Maternity Leave

Stipends

Rutan, Craig
Associate Professor, Astronomy/Physics
Math & Sciences Division
Santiago Canyon College

Effective: November 16, 2011
Stipend Amount: \$100.00
Reason: Staff Development Workshop
(Special Project Funding)

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

Effective: November 16, 2011
Stipend Amount: \$200.00
Reason: Staff Development Workshop
(Special Project Funding)

Adjusted FARSCCD Part-time/Hourly Rate

Burbridge, Diep
Instructor, Biology
Math & Sciences Division
Santiago Canyon College

Effective: August 24, 2007
From: I-4 \$54.32/\$46.17
To: II-4 \$57.03/\$48.48

FACULTY (CONT'D)

Part-time Hourly Hires/Rehires

Betzler, Michael
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: December 6, 2011
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Biggs, Richard
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College

Effective: September 22, 2011
Hourly Lecture/Lab Rates: 1-4 \$54.32/\$46.17

Burton, Terrance
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: December 6, 2011
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Catalano, Torri
Instructor, Chemistry
Math & Sciences Division
Santiago Canyon College

Effective: January 17, 2012
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Elam, Bethany
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College

Effective: December 6, 2011
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Fleming, Wesley
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College

Effective: December 6, 2011
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Hunt, Christopher
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: November 19, 2011
Hourly Lecture/Lab Rates: II-3 \$54.32/\$46.17

Non-paid Intern Service

Davenport, Gregory
Admissions & Outreach Specialist Intern
Admissions & Records
Student Services
Santiago Canyon College

Effective: January 3-May 30, 2012
College Affiliation: CSU, Fullerton
Discipline: Human Services

FACULTY (CONT'D)

Non-paid Intern Service (cont'd)

Khan, Rabia
Financial Aid Intern
Financial Aid
Student Services
Santiago Canyon College

Effective: January 3-June 30, 2012
College Affiliation: CSU, Long Beach
Discipline: Counseling

Timpson, Natalie
Counseling Intern
EOPS
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: January 3-May 25, 2012
College Affiliation: CSU, Long Beach
Discipline: Counseling

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
JOB DESCRIPTION
DIRECTOR/FIRE EDUCATION**

GENERAL RESPONSIBILITIES

Responsible to the Assistant Dean of Fire Technology for all aspects of the basic fire academies; assists with other fire education programs; also performs other duties and special projects as assigned.

SPECIFIC RESPONSIBILITIES

FIRE EDUCATION/ACADEMY OPERATIONS

Overall responsibility for the operation and management of the Regional Fire Training Facility including scheduling, staffing, admissions, graduation ceremonies, and compliance with and reporting of certification requirements; ensures the effectiveness of all basic fire academy programs, activities and services and their responsiveness to the needs of a culturally diverse community; recommends and implements policies and regulations, ensures compliance with applicable laws and regulations, maintains related records and submits related reports; supervises and coordinates Santa Ana College's Fire Technology Program presentations when requested by high schools and other regional education partners; coordinates, schedules and conducts In-Service Agreement site visitations as assigned by the Assistant Dean of Fire Technology.

PERSONNEL

Under the direction of the Assistant Dean of Fire Technology, the Director of Fire Education is responsible for the supervision of assigned staff including the direction and evaluation of work, the adjustment of grievances and the administration of applicable collective bargaining agreements. Recommends, the hiring, transfer, lay-off, recall, promotion, discipline, training, and professional development of assigned staff.

STUDENTS

Responsible for the discipline of students, adjustment of grievances and complaints, scheduling, evaluation and reporting of performance and the maintenance of student records, in accordance with the policies and regulations set forth by the District.

ESSENTIAL FUNCTIONS

- A. Supervises all aspects of the operation of the Basic Fire Academy, including all functions of assigned staff.
- B. Supervises preparation and management of budget for designated programs; identifies fire service training needs, and ensures compliance with fire service laws and certification requirements.

JOB DESCRIPTION

DIRECTOR/FIRE EDUCATION (continued)

REQUIRED SKILLS AND QUALIFICATIONS

Minimum Qualifications: Bachelor's degree and at least two years of full-time paid fire-related experience at the rank of Fire Captain or above, or an Associate degree and at least six years of full time paid experience at the rank of Fire Captain or above. California Fire Service Training and Education System certification as a Fire Instructor I or higher.

Required Skills: Ability to resolve conflicts and solve problems, evaluate programs and strategies, analyze and apply laws, rules and regulations involving programs, staff and students, and represent the district at the community, state and national levels.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
DECEMBER 5, 2011**

CLASSIFIED

Return to Regular Assignment

Sandoval, Maricela
High School Community Outreach
Specialist/ SBDC/ District

Effective: 11/08/11
Grade 13, Step 6 \$4911

Change in Department

Montoya, Anna
Administrative Clerk
From: Fine & Performing Arts/SAC
To: Exercise Science/ SAC

Effective: November 28, 2011
Grade 10, Step 6 \$4242

Leave of Absence

Espinosa, Laura
Administrative Clerk/ Academic Affairs/
SCC

Effective: 11/06/11 – 02/13/12
Reason: Maternity Leave

Return from Leave

Treat, Amy
DSPS Specialist/ DSPS/ SAC

Effective: 11/15/11
Grade 11, Step 2 \$3644

Ratification of Resignation/Retirement

Foreman, Ricardo
Technical Specialist II/ ITS

Effective: December 12, 2011
Reason: Retirement

Larson, Nancy
Administrative Secretary/District Support
Services/ District

Effective: December 30, 2011
Reason: Retirement

Wright, Wanda
Helpdesk Analyst/ ITS

Effective: November 13, 2011
Reason: Deceased

CLASSIFIED HOURLY

New Appointments

Gardea, Omar Instructional Assistant (CL10-0249) School of Continuing Education/SAC	Effective: December 5, 2011 Up to 19 Hours/Week School Session Grade 5, Step A \$15.64/Hour
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Change in Position

Franco, Mark From: Counseling Assistant To: Transfer Center Specialist (CL11-0327) Counseling/ SAC	Effective: November 28, 2011 19 Hours/Week 12 Month Grade 11, Step A \$19.95/Hour
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TEMPORARY ASSIGNMENT

Ahmed, Nickhat Learning Facilitator/ Science & Math/ SAC	Effective: 01/25/12 – 06/07/12
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Brubaker, Rebecca Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
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Carreno, Jessett Learning Facilitator/ Science & Math/ SAC	Effective: 01/25/12 – 06/07/12
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Chang, Pisith Learning Facilitator/ Science & Math/ SAC	Effective: 01/25/12 – 06/07/12
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Cordova, Alexandra Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
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Cortinas, Summer Learning Facilitator/ Science & Math/ SAC	Effective: 01/25/12 - 06/07/12
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Diaz, Julia Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
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Dinh, Lindsey Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
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TEMPORARY ASSIGNMENT cont'd

Doan, Bich Giang Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Espino, Frederick Learning Facilitator/ Science & Math/ SAC	Effective: 01/25/12 – 06/07/12
Gaal, Joshua Learning Facilitator/ Science & Math/ SAC	Effective: 01/25/12 – 06/07/12
Herrera, Nancy Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Huynh, Steven Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Ifeld, Catherine Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Le, Iris Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Lee, Alfred Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Lo, Long Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Macias, Anthony Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Mateer, Penny Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12

TEMPORARY ASSIGNMENT cont'd

Mistry, Bijal Learning Facilitator/ Science & Math/ SAC	Effective: 01/25/12 – 06/07/12
Nguyen, Martha Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Nguyen, Phuong Learning Facilitator/ Science & Math/ SAC	Effective: 01/25/12 – 06/07/12
Ospino, Frank Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Pesyna, Naomi Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Ramirez Segura, Stephania Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Rivera, Ernest Learning Facilitator/ Science & Math/ SAC	Effective: 01/25/12 – 06/07/12
Ryou, Joohee Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Tan, Wanting Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Thompson, Casey Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12
Tran, Ana Mai Instructional Assistant/ Science & Math/ SAC	Effective: 01/23/12 – 05/20/12

COMMUNITY SERVICE PRESENTERS

Stipends Effective October 11 – November 10, 2011

Abdul, Quayum	Amount: \$ 228.98
Adney, Curtis	Amount: \$ 255.78
Burns, Brigitte	Amount: \$ 39.48
Clary, Ling Ling	Amount: \$ 1,140.00
Crowley, Debra	Amount: \$ 420.00
Dumon, Dori	Amount: \$ 360.00
Eyre, John	Amount: \$ 60.90
Friebert, Martin	Amount: \$ 825.00
Glicksir, Barbara	Amount: \$ 1,400.00
Gorman, Ron	Amount: \$ 542.01
Hagelbarger, Theresa	Amount: \$ 988.32
Hagelbarger, Theresa	Amount: \$ 735.00
Hardy, Kamillia	Amount: \$ 689.04
Harper, Deborah	Amount: \$ 40.37
Harris, Karen	Amount: \$ 487.50
Haugen, Nancy	Amount: \$ 280.00
Hogue, Tom	Amount: \$ 1,645.00
Jackson, Michelle	Amount: \$ 486.92
Larsen, JoEllen	Amount: \$ 253.69
Luh, Bing	Amount: \$ 183.30
Mack, Karen	Amount: \$ 164.26

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective October 11 – November 10, 2011

Magno, Anthony	Amount: \$ 162.00
Martinez, Frank	Amount: \$ 125.00
Munoz, Jayne	Amount: \$ 240.00
Neal, Phyllis	Amount: \$ 210.00
Nguyen, Phuong	Amount: \$ 121.80
Nolasco, Jeffrey	Amount: \$ 810.00
O'Connell, Jalon	Amount: \$ 59.78
Ortiz, Alberto	Amount: \$ 234.25
Potter, John	Amount: \$ 360.00
Pratt, Allison	Amount: \$ 481.55
Ratanjee, Sumati	Amount: \$ 237.63
Rivera, Rodrigo	Amount: \$ 225.85
Rivera, Rodrigo	Amount: \$ 133.10
Schindelbeck, Judy	Amount: \$ 950.00
Soto, Jenise	Amount: \$ 244.02
Thurston, Dawna	Amount: \$ 720.00
Vallot, Lothar	Amount: \$ 109.62
Wu, Wendy	Amount: \$ 384.19

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Ahmed, Anna Siddiq	Effective: 11/07/11-06/30/12
Bartolotta, MicheleTheresa	Effective: 11/07/11-06/30/12
Guzman, Karen Franco	Effective: 11/01/11-06/30/12
Haycraft, Penlope Chewe	Effective: 11/07/11-06/30/12
Ly, Anh Quoc Tuan	Effective: 10/31/11-06/30/12
Lyrse II, Barry K	Effective: 11/07/11-06/30/12
Phan, Joyce	Effective: 10/31/11-06/30/12
Ramirez, German Ismael	Effective: 11/07/11-06/30/12
Rodriguez Cervantes, Nancy	Effective: 11/05/11-06/30/12

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

Rioux, Christopher	Effective: 11/7/11-06/30/12
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Credit Instructional Calendar for 2012 - 2013	
Action:	Request for Approval	

BACKGROUND

The administration and the Faculty Association of Rancho Santiago Community College District (FARSCCD) have developed the attached 2012 – 2013 instructional calendar for the college credit program. The calendar is presented to the Board of Trustees each year for approval.

ANALYSIS

The proposed calendar continues the 16-week compressed calendar for the fall and spring semesters, but does not include a 4-week winter intersession. The spring semester will begin in January and conclude in May.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2012 – 2013 Credit Instructional Calendar.

Fiscal Impact: None	Board Date: December 5, 2011
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Raúl Rodríguez, Chancellor	

RSCCD CREDIT INSTRUCTIONAL CALENDAR 2012 - 2013

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	
	12	13	14	15	16	17	18	
AUGUST	19	20	21	22	23	24	25	<i>Faculty Projects: August 20-22; Common Days 23 & 24</i> Start Fall 2012 Semester - August 27 <i>Labor Day: September 3</i> <i>End of 8th week</i> <i>Veterans Day: November 12</i> <i>Thanksgiving: November 22-24</i> End Fall 2012 Semester <i>Winter Break: December 17 - January 5</i> <i>New Years Day; January 1</i> <i>Martin Luther King Holiday: January 21</i> <i>Faculty Projects: Jan 22 - 23 Common Days Jan 24 & 25</i>
	26	27	28	29	30	31	1	
	2	3	4	5	6	7	8	
SEPTEMBER	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	1	2	3	4	5	6	
OCTOBER	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30	31	1	2	3	
	4	5	6	7	8	9	10	
NOVEMBER	11	12	13	14	15	16	17	
	18	19	20	21	22	23	24	
	25	26	27	28	29	30	1	
DECEMBER	2	3	4	5	6	7	8	
	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	31	1	2	3	4	5	
JANUARY	6	7	8	9	10	11	12	
	13	14	15	16	17	18	19	
	20	21	22	23	24	25	26	
	27	28	29	30	31	1	2	
FEBRUARY	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	1	2	
MARCH	3	4	5	6	7	8	9	
	10	11	12	13	14	15	16	
	17	18	19	20	21	22	23	
	24	25	26	27	28	29	30	
	31	1	2	3	4	5	6	
APRIL	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30	1	2	3	4	
MAY	5	6	7	8	9C	10C	11	
	12	13	14	15	16	17	18	
	19	20	21	22	23C	24C	25	
	26	27	28	29	30	31	1	
	2	3	4	5	6	7	8	
JUNE	9	10	11	12	13	14	15	
	16	17	18	19	20	21	22	
	23	24	25	26	27	28	29	
	30	1	2	3	4	5	6	
JULY	7	8	9	10	11	12	13	
	14	15	16	17	18	19	20	
	21	22	23	24	25	26	27	
	28	29	30	31	1	2	3	
AUGUST	4	5	6	7	8	9	10	
								Start Summer 2013 - June 3 <i>Independence Day: July 4</i> End Summer 2013

Board Approved: December 5, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: December 5, 2011
Re:	Presentation of the Continuing Education Faculty Association (CEFA) Initial Bargaining Proposal to the Rancho Santiago Community College District.	
Action:	Receipt of Bargaining Proposal and Approval of Scheduling of Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Continuing Education Faculty Association's initial bargaining proposal to the Rancho Santiago Community College District is presented for your information. The Government Code requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its January 17, 2012 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees receive this bargaining proposal and schedule a public hearing for January 17, 2012.

Fiscal Impact: TBD	Board Date: December 5, 2011
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Dr. Raúl Rodríguez, Chancellor	

CEFA Initial Proposal November 10, 2011

CEFA proposes the following items for Negotiations of the successor agreement for Public Notice, pursuant to Government Code 3547:

Article 7: Leaves

- Increase number of compelling personal importance days provided to unit members from existing sick leave allowance

Article 8: Grievance

- 8.3.1.1: Clarify meaning of second sentence, “No member shall use this Grievance Procedure to appeal any Board decision if such decision is a result of a state or federal regulatory commission or agency, or state or federal law decision.”
- Correct references to lettered exhibits

Article 9: Association Rights

- Minor modifications to reflect current technology, current unit definition and current worksites

Article 11: Wages and Hours

- Unfreeze step movement for qualified unit members
- Increase salary schedule commensurate with the District's ability to pay

Article 12: Assignments

- Provide system for equitable reemployment of unit members

New Subject: Health Insurance

- Explore availability of health insurance for a fee to unit members

Entire Agreement

- Edit for consistency the use of terms, such as “faculty” changed to “unit members.”

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

To:	Board of Trustees	Date: December 05, 2011
Re:	Approval of OTA Agreement Renewal – West Anaheim Extended Care	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for five (5) years or until termination by written notice of either party. The agreement has been reviewed by Dean Simon 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 West Anaheim Extended Care in Anaheim, California.

Fiscal Impact:	None	Board Date: December 05, 2011
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 6th day of December, 2011 by and between West Anaheim Extended Care, 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 including complying with HIPPA 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: West Anaheim Extended Care

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

West Anaheim Extended Care
645 South Beach Boulevard
Anaheim, CA 92804

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Donna Myer
Director of Operations

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: December 05, 2011
Re: Approval of OTA Agreement Renewal – Glendale Adventist Medical Center	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve this agreement with Glendale Adventist Medical Center in Glendale, California

Fiscal Impact:	None	Board Date: December 05, 2011
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL AFFILIATION AGREEMENT

This Agreement made and executed at Glendale California effective the 6th day of December, 2011 between Rancho Santiago Community College District on behalf of Santa Ana College, 1530 W 17th St., Santa Ana, CA 92706 herein referred to as the "District" and Glendale Adventist Medical Center, 1509 Wilson Terrace, Glendale CA 91206 herein referred to as "GAMC" is made on the basis of the following recitals:

WITNESSETH

WHEREAS, it is agreed by the aforesaid parties to be of mutual interest and advantage that the students enrolled in the Occupational Therapy Assistant program at the District be given the benefit of facilities for clinical experience, and;

WHEREAS, the District and GAMC on this date authorize the execution of an Agreement to cover such services;

NOW THEREFORE, the District enters into the following Agreement with GAMC to obtain, for a mutually agreed upon number of students of the District's prescribed program, or any part thereof, clinical laboratory experience within GAMC.

The agreed upon responsibilities of the parties are as follows:

GAMC RESPONSIBILITIES

GAMC SHALL:

A. Cooperation

1. Provide cooperation to help insure the success of the program.
2. Provide access to information for education purposes as determined by GAMC.
3. Permit District access to the appropriate clinical areas. GAMC may permit said District to participate in patient care when appropriate.
4. GAMC retains full administrative and clinical responsibility for the care of its patients. Students, as participants in this education program, shall not replace GAMC staff.

B. Coordination

Comply with the administrative policies on Student Training.

C. Facilities

1. Permit use of parking facilities by District employees, students or agents in appropriate areas.
2. Permit use of the cafeteria, when open, by District students, faculty or agents for purposes of purchasing and/or eating food.
3. Permit the use of conference rooms for educational purposes under the guidance and supervision of clinical faculty when available.

D. Library

Permit use of GAMC's medical library by the District's Faculty and Students.

E. Equipment

Make available equipment necessary for effective clinical instruction, as approved by GAMC supervisory personnel.

F. Clinical Experience

Provide resource person(s) to help coordinate suitable clinical experiences in patient care/non-patient care compatible with the adopted curriculum of the District.

G. Student Numbers

Accept students from District, not to exceed an acceptable number as agreed between District and GAMC.

DISTRICT RESPONSIBILITIES

THE DISTRICT SHALL:

A. Educational Programs

Be responsible, after consultation with GAMC, to plan and conduct the educational program for the clinical period.

B. Objectives

Provide GAMC with written material stating the philosophy and objectives of the District and the objectives of the curriculum pertaining to clinical experience. Faculty of the District will meet with GAMC's appointed representative(s) to clarify and discuss objectives and student schedules prior to the beginning of each affiliation.

C. Clinical Coordination

Insure that conferences with GAMC staff, District personnel and student(s) are scheduled on a routine basis.

D. Scheduling

Submit a listing of student names, in advance, scheduled for clinical rotations at GAMC. All plans for clinical experience shall be subject to the approval of GAMC's designated coordinator.

E. Health Certification

1. The District agrees to assume full responsibility for ascertaining that student health status and physical condition are in conformance with GAMC health requirements.
2. The District agrees to assume full responsibility for instructing the students in all applicable state or federal mandated topics affecting health care providers such as hazardous materials, blood borne pathogens, and TB exposure.

F. Policies

Agree that employees, agents, or students will abide by all applicable policies of GAMC while using its facilities. Any employee, agent or student found to be in violation of GAMC policy, rules and regulations, or otherwise jeopardizing the safety of others, may be removed temporarily, or permanently, from the clinical experience at the option of GAMC or District. If GAMC exercises this option they shall notify, in writing, the District of any such action.

G. Legal Compliance

Warrants that this program will be conducted in accordance with all applicable laws and the regulations of any applicable governmental Board or Boards. The District will be responsible for ensuring its employees, agents, or faculty meets all regulatory requirements based on their scope of practice.

H. Insurance

Throughout the term of this Agreement, District and GAMC shall maintain, at each party's sole cost and expense, policies of insurance or self insurance providing coverage for general liability and professional liability in the minimum amount of \$1 million per occurrence, \$3 million annual aggregate, as may be necessary to protect the party and its employees, agents, or representatives in the discharge of its or their responsibilities and obligations under this Agreement. If students are not required to maintain personal professional liability insurance by the terms of this Agreement, District shall assume full responsibility for including such students as covered individuals within its policy of insurance or self-insurance. District shall provide evidence of all policies of insurance or self-insurance required in the Agreement by certificates provided to GAMC prior to the effective date of this Agreement.

District agrees to maintain Workers' Compensation Insurance covering its personnel employed to perform services pursuant to this Agreement in accordance with any applicable Worker's Compensation Law. District agrees to maintain business Automobile Liability Insurance or an equivalent program of self-insurance (owned, non-owned and hired automobiles included) with a combined single limit of no less than \$1 million per occurrence payable only after the insured faculty's own private insurance has been exhausted. However, the said insurance coverage of at least \$1 million is required only if faculty are required to use personal automobiles in the course of this clinical experience. Students are responsible for their own automobile insurance.

District shall require each student to arrange for his or her own health insurance.

GAMC shall, at any time when a student or faculty is participating in the clinical experience at GAMC, provide to students or faculty necessary emergency health care or first aid for accidents occurring in its facilities. GAMC is not obligated to assume financial responsibility for such care and may request reimbursement from District, faculty or student as necessary.

I. Criminal Background Checks

Training Program shall, at its sole cost and expense, conduct criminal background checks in all fifty states and in the federal system covering the previous seven years on all students prior to placement at GAMC for clinical laboratory experience. The complete and unexpurgated results of these checks shall be reported in writing to GAMC prior to commencement of the clinical laboratory experience.

GAMC PROPERTY

The District agrees to assume full responsibility for cost or replacement of equipment and or property that is broken or damaged due to negligence on the part of its employees, agents, or students.

CONFIDENTIALITY OF MEDICAL INFORMATION

No student or faculty shall have access to or have the right to review any medical record or patient information, except where necessary in the regular course of the program. The discussion, transmission, or narration in any form by students or faculty of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the program is forbidden except as a necessary part of the program.

MUTUAL AGREEMENT

A. Status of Students

It is understood that the students participating in the program are not employees or agents of GAMC, and the students shall receive no compensation whatsoever. GAMC retains full administrative and clinical responsibility for the care of its patients. Students and faculty, as participants in this education program, shall not replace GAMC staff.

B. Period of Agreement

This Agreement shall commence on January 11, 2012 and shall continue until such time as the Agreement is terminated as provided herein or on expiration of a two year term whichever occurs first. This Agreement may be terminated by either party, with or without cause, upon sixty (60) day advance written notice to the other party. If termination occurs prior to the conclusion of the current clinical rotation, GAMC will allow current students assigned to GAMC to complete the rotation.

INDEMNIFICATION/HOLD HARMLESS

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

District agrees to indemnify and hold GAMC harmless against any and all loss and expense, including attorney fees and costs, by reason of liability imposed or claimed to be imposed by law upon GAMC for damage because of bodily injuries, including death at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of the Agreement, providing such bodily injuries, death, or damage to property arising are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation, on the part of the District or its employees, agents, or students.

Neither any termination of this Agreement nor completion of the acts performed under this Agreement shall release the District from the obligation to indemnify GAMC as to any claim or cause of action decided to have occurred prior to the effective date of such termination or completion.

GAMC agrees to indemnify and hold harmless District against any and all loss and expense, including attorney fees and costs, by reason of liability imposed or claimed to be imposed by law upon District for damage because of bodily injuries, including death at any time resulting therefrom, or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the terms of the Agreement, providing such bodily injuries, death, or damage to property arising are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation, on the part of GAMC or its employees and agents.

Neither any termination of this Agreement nor completion of the acts performed under this Agreement shall release GAMC from the obligation to indemnify District as to any claim or cause of action decided to have occurred prior to the effective date of such termination or completion.

This Agreement may only be amended or modified in writing by written mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the day and year first above written.

Rancho Santiago Community College District on behalf of Santa Ana College

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

Date

Glendale Adventist Medical Center

Name and Title of Authorized Representative (CEO, CFO, VP of Pt. Care Serv.)

Signature of Authorized Representative

Date

GAMC District
Verification Form

Welcome to Glendale Adventist Medical Center. We hope you and your students have a fulfilling experience in our facilities.

The following items must be returned to GAMC Education Department at least two weeks prior to the students first day at any of our facilities:

- * GAMC District Verification Form completed (including TB verification).
- * Current contract that meets the legal and insurance requirements.
- * Confidentiality Statements (one for each student).

District: _____

Instructor: _____

Clinical Experience Date: Start: _____ End: _____

Days of the week: _____ Time of the Day: _____

GAMC Facility Units/Departments to be Used: _____

The students listed below have been cleared for TB screening.

Instructor: Print _____ Signature _____ Date _____

Student Name (Print) _____

Student Signature _____ Date _____

Student Name (Print) _____

Student Signature _____ Date _____

Student Name (Print) _____

Student Signature _____ Date _____

|

Check Registers Submitted for Approval
Checks Written for Period 11/05/11 thru 11/25/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52414	General Fund Unrestricted	71,235.00	0.00	71,235.00	92*0295779	92*0295863
52415	General Fund Unrestricted	82,003.13	0.00	82,003.13	92*0295864	92*0295947
52416	General Fund Unrestricted	78,424.50	0.00	78,424.50	92*0295948	92*0296031
52417	General Fund Unrestricted	86,687.00	0.00	86,687.00	92*0296032	92*0296115
52418	General Fund Unrestricted	82,112.25	0.00	82,112.25	92*0296116	92*0296199
52419	General Fund Unrestricted	84,142.00	0.00	84,142.00	92*0296200	92*0296283
52420	General Fund Unrestricted	86,130.00	0.00	86,130.00	92*0296284	92*0296367
52421	General Fund Unrestricted	83,038.50	0.00	83,038.50	92*0296368	92*0296451
52422	General Fund Unrestricted	84,798.00	0.00	84,798.00	92*0296452	92*0296535
52423	General Fund Unrestricted	94,875.81	0.00	94,875.81	92*0296536	92*0296619
52424	General Fund Unrestricted	88,305.00	0.00	88,305.00	92*0296620	92*0296703
52425	General Fund Unrestricted	109,374.00	0.00	109,374.00	92*0296704	92*0296818
52426	General Fund Unrestricted	106,208.10	0.00	106,208.10	92*0296819	92*0296903
52427	General Fund Unrestricted	110,663.01	0.00	110,663.01	92*0296904	92*0296990
52443	General Fund Unrestricted	104,251.00	0.00	104,251.00	92*0297064	92*0297148
52444	General Fund Unrestricted	82,619.00	0.00	82,619.00	92*0297149	92*0297232
52445	General Fund Unrestricted	96,067.00	0.00	96,067.00	92*0297233	92*0297316
52446	General Fund Unrestricted	104,164.00	0.00	104,164.00	92*0297317	92*0297400
52447	General Fund Unrestricted	99,105.50	0.00	99,105.50	92*0297401	92*0297484
52448	General Fund Unrestricted	91,776.00	0.00	91,776.00	92*0297485	92*0297568
52449	General Fund Unrestricted	84,278.00	0.00	84,278.00	92*0297569	92*0297652
52450	General Fund Unrestricted	113,702.00	0.00	113,702.00	92*0297653	92*0297736
52451	General Fund Unrestricted	107,659.00	0.00	107,659.00	92*0297737	92*0297820
52452	General Fund Unrestricted	105,167.00	0.00	105,167.00	92*0297821	92*0297904
52453	General Fund Unrestricted	108,149.32	0.00	108,149.32	92*0297905	92*0297988
52454	General Fund Unrestricted	115,249.00	0.00	115,249.00	92*0297989	92*0298072
52455	General Fund Unrestricted	104,217.00	0.00	104,217.00	92*0298073	92*0298156
52456	General Fund Unrestricted	112,120.00	0.00	112,120.00	92*0298157	92*0298240
52457	General Fund Unrestricted	99,962.00	0.00	99,962.00	92*0298241	92*0298324
52458	General Fund Unrestricted	106,045.00	0.00	106,045.00	92*0298325	92*0298408
52459	General Fund Unrestricted	110,009.00	0.00	110,009.00	92*0298409	92*0298492
52460	General Fund Unrestricted	101,532.00	0.00	101,532.00	92*0298493	92*0298576
52461	General Fund Unrestricted	114,134.00	0.00	114,134.00	92*0298577	92*0298660
52462	General Fund Unrestricted	108,802.50	0.00	108,802.50	92*0298661	92*0298744
52463	General Fund Unrestricted	106,754.00	0.00	106,754.00	92*0298745	92*0298828
52464	General Fund Unrestricted	93,946.00	0.00	93,946.00	92*0298829	92*0298912
52465	General Fund Unrestricted	131,813.25	0.00	131,813.25	92*0298913	92*0299007
52496	General Fund Unrestricted	3,576.86	0.00	3,576.86	92*0299157	92*0299162
52497	General Fund Unrestricted	33,593.08	0.00	33,593.08	92*0299165	92*0299166
52499	General Fund Unrestricted	19,247.50	0.00	19,247.50	92*0299173	92*0299173
52501	General Fund Unrestricted	12,182.22	0.00	12,182.22	92*0299176	92*0299183

6.1 (1)

Check Registers Submitted for Approval
 Checks Written for Period 11/05/11 thru 11/25/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52502	General Fund Unrestricted	1,814.94	0.00	1,814.94	92*0299187	92*0299192
52507	General Fund Unrestricted	12,164.82	0.00	12,164.82	92*0299213	92*0299216
52508	General Fund Unrestricted	1,170.10	0.00	1,170.10	92*0299219	92*0299221
52509	General Fund Unrestricted	830.98	0.00	830.98	92*0299225	92*0299227
52510	General Fund Unrestricted	1,435.99	0.00	1,435.99	92*0299229	92*0299235
52511	General Fund Unrestricted	22,427.23	0.00	22,427.23	92*0299236	92*0299238
52513	General Fund Unrestricted	5,198.46	0.00	5,198.46	92*0299245	92*0299254
52514	General Fund Unrestricted	2,139.78	0.00	2,139.78	92*0299255	92*0299259
52515	General Fund Unrestricted	20,000.00	0.00	20,000.00	92*0299260	92*0299261
52520	General Fund Unrestricted	66,274.00	0.00	66,274.00	92*0299281	92*0299309
52521	General Fund Unrestricted	138,992.00	0.00	138,992.00	92*0299310	92*0299384
52522	General Fund Unrestricted	80,567.00	0.00	80,567.00	92*0299385	92*0299413
52523	General Fund Unrestricted	177,537.00	0.00	177,537.00	92*0299414	92*0299488
52524	General Fund Unrestricted	2,535.94	0.00	2,535.94	92*0299489	92*0299496
52525	General Fund Unrestricted	5,737.52	0.00	5,737.52	92*0299497	92*0299506
52526	General Fund Unrestricted	5,506.93	0.00	5,506.93	92*0299507	92*0299514
52527	General Fund Unrestricted	871.77	0.00	871.77	92*0299515	92*0299517
52528	General Fund Unrestricted	4,120.00	0.00	4,120.00	92*0299519	92*0299520
52529	General Fund Unrestricted	429.35	0.00	429.35	92*0299525	92*0299527
52533	General Fund Unrestricted	676.60	0.00	676.60	92*0299541	92*0299546
52534	General Fund Unrestricted	31,894.38	0.00	31,894.38	92*0299547	92*0299548
52535	General Fund Unrestricted	732.07	0.00	732.07	92*0299550	92*0299553
52536	General Fund Unrestricted	57,554.00	0.00	57,554.00	92*0299554	92*0299555
52537	General Fund Unrestricted	45,561.85	0.00	45,561.85	92*0299557	92*0299560
52538	General Fund Unrestricted	1,776.16	0.00	1,776.16	92*0299564	92*0299566
52539	General Fund Unrestricted	2,164.36	0.00	2,164.36	92*0299568	92*0299575
52540	General Fund Unrestricted	3,955.00	0.00	3,955.00	92*0299577	92*0299577
52547	General Fund Unrestricted	302.26	0.00	302.26	92*0299605	92*0299606
52548	General Fund Unrestricted	3,200.00	0.00	3,200.00	92*0299610	92*0299610
52552	General Fund Unrestricted	17,724.08	0.00	17,724.08	92*0299626	92*0299629
52553	General Fund Unrestricted	11,332.46	0.00	11,332.46	92*0299631	92*0299631
52554	General Fund Unrestricted	6,220.13	0.00	6,220.13	92*0299633	92*0299639
52555	General Fund Unrestricted	1,892.40	0.00	1,892.40	92*0299641	92*0299641
52556	General Fund Unrestricted	2,268.20	0.00	2,268.20	92*0299646	92*0299653
52560	General Fund Unrestricted	34,430.99	0.00	34,430.99	92*0299658	92*0299686
52561	General Fund Unrestricted	52,417.00	0.00	52,417.00	92*0299687	92*0299722
52562	General Fund Unrestricted	11,140.68	0.00	11,140.68	92*0299723	92*0299723
52563	General Fund Unrestricted	938.39	0.00	938.39	92*0299725	92*0299732
52564	General Fund Unrestricted	2,971.89	0.00	2,971.89	92*0299733	92*0299739
52565	General Fund Unrestricted	225.00	0.00	225.00	92*0299744	92*0299744
52566	General Fund Unrestricted	7,851.08	0.00	7,851.08	92*0299748	92*0299749

Check Registers Submitted for Approval
 Checks Written for Period 11/05/11 thru 11/25/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52567	General Fund Unrestricted	32,557.13	0.00	32,557.13	92*0299750	92*0299753
52574	General Fund Unrestricted	112,542.00	0.00	112,542.00	92*0299772	92*0299856
52575	General Fund Unrestricted	121,173.50	0.00	121,173.50	92*0299857	92*0299940
52576	General Fund Unrestricted	120,515.00	0.00	120,515.00	92*0299941	92*0300024
52577	General Fund Unrestricted	128,841.00	0.00	128,841.00	92*0300025	92*0300108
52578	General Fund Unrestricted	49,886.96	0.00	49,886.96	92*0300109	92*0300141
52579	General Fund Unrestricted	935.36	0.00	935.36	92*0300144	92*0300148
52581	General Fund Unrestricted	1,114.00	0.00	1,114.00	92*0300156	92*0300156
52582	General Fund Unrestricted	10,627.22	0.00	10,627.22	92*0300164	92*0300165
52583	General Fund Unrestricted	2,913.64	0.00	2,913.64	92*0300166	92*0300171
52584	General Fund Unrestricted	3,244.84	0.00	3,244.84	92*0300173	92*0300177
52585	General Fund Unrestricted	725.25	0.00	725.25	92*0300179	92*0300179
52586	General Fund Unrestricted	598.50	0.00	598.50	92*0300182	92*0300184
52588	General Fund Unrestricted	3,687.00	0.00	3,687.00	92*0300186	92*0300187
52592	General Fund Unrestricted	5,320.00	0.00	5,320.00	92*0300199	92*0300201
52593	General Fund Unrestricted	3,615.21	0.00	3,615.21	92*0300205	92*0300210
52594	General Fund Unrestricted	827.92	0.00	827.92	92*0300213	92*0300217
52595	General Fund Unrestricted	4,001.81	0.00	4,001.81	92*0300220	92*0300226
52596	General Fund Unrestricted	1,045.03	0.00	1,045.03	92*0300228	92*0300230
52597	General Fund Unrestricted	25,935.01	0.00	25,935.01	92*0300231	92*0300232
52602	General Fund Unrestricted	2,775.00	0.00	2,775.00	92*0300250	92*0300250
52603	General Fund Unrestricted	14,414.72	0.00	14,414.72	92*0300251	92*0300251
52604	General Fund Unrestricted	25,462.00	0.00	25,462.00	92*0300253	92*0300254
52607	General Fund Unrestricted	12,501.11	0.00	12,501.11	92*0300270	92*0300272
52608	General Fund Unrestricted	5,341.31	0.00	5,341.31	92*0300273	92*0300281
52609	General Fund Unrestricted	5,523.69	0.00	5,523.69	92*0300282	92*0300282
52614	General Fund Unrestricted	773.12	0.00	773.12	92*0300338	92*0300343
52615	General Fund Unrestricted	2,684.35	0.00	2,684.35	92*0300344	92*0300347
52616	General Fund Unrestricted	5,441.83	0.00	5,441.83	92*0300349	92*0300352
52617	General Fund Unrestricted	14,292.95	0.00	14,292.95	92*0300353	92*0300357
52618	General Fund Unrestricted	1,186.00	0.00	1,186.00	92*0300358	92*0300365
52622	General Fund Unrestricted	3,405.06	0.00	3,405.06	92*0300375	92*0300383
52623	General Fund Unrestricted	872.23	0.00	872.23	92*0300384	92*0300385
52625	General Fund Unrestricted	1,147.57	0.00	1,147.57	92*0300392	92*0300393
52626	General Fund Unrestricted	8,212.93	0.00	8,212.93	92*0300395	92*0300397
52627	General Fund Unrestricted	295.35	0.00	295.35	92*0300398	92*0300398
Total Fund 11 General Fund Unrestricted		<u>5,299,535.92</u>	<u>0.00</u>	<u>5,299,535.92</u>		

Check Registers Submitted for Approval
 Checks Written for Period 11/05/11 thru 11/25/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52496	General Fund Restricted	1,006.86	0.00	1,006.86	92*0299163	92*0299164
52498	General Fund Restricted	725.96	0.00	725.96	92*0299167	92*0299171
52499	General Fund Restricted	2,868.75	0.00	2,868.75	92*0299172	92*0299172
52500	General Fund Restricted	7,197.00	0.00	7,197.00	92*0299174	92*0299175
52501	General Fund Restricted	6,957.98	0.00	6,957.98	92*0299178	92*0299186
52503	General Fund Restricted	4,724.43	0.00	4,724.43	92*0299193	92*0299204
52504	General Fund Restricted	2,961.34	0.00	2,961.34	92*0299205	92*0299207
52508	General Fund Restricted	4,046.17	0.00	4,046.17	92*0299217	92*0299222
52509	General Fund Restricted	270.45	0.00	270.45	92*0299223	92*0299228
52512	General Fund Restricted	3,116.37	0.00	3,116.37	92*0299239	92*0299244
52514	General Fund Restricted	202.58	0.00	202.58	92*0299256	92*0299257
52516	General Fund Restricted	2,632.93	0.00	2,632.93	92*0299262	92*0299269
52527	General Fund Restricted	159.40	0.00	159.40	92*0299518	92*0299518
52528	General Fund Restricted	2,580.00	0.00	2,580.00	92*0299521	92*0299522
52529	General Fund Restricted	1,075.57	0.00	1,075.57	92*0299523	92*0299528
52530	General Fund Restricted	1,530.05	0.00	1,530.05	92*0299529	92*0299534
52535	General Fund Restricted	2,220.05	0.00	2,220.05	92*0299549	92*0299551
52536	General Fund Restricted	30,210.61	0.00	30,210.61	92*0299556	92*0299556
52538	General Fund Restricted	552.49	0.00	552.49	92*0299561	92*0299567
52540	General Fund Restricted	4,028.42	0.00	4,028.42	92*0299576	92*0299576
52541	General Fund Restricted	3,104.14	0.00	3,104.14	92*0299578	92*0299582
52546	General Fund Restricted	4,200.00	0.00	4,200.00	92*0299601	92*0299604
52547	General Fund Restricted	1,099.80	0.00	1,099.80	92*0299607	92*0299609
52553	General Fund Restricted	8,595.36	0.00	8,595.36	92*0299630	92*0299632
52555	General Fund Restricted	3,312.78	0.00	3,312.78	92*0299640	92*0299645
52562	General Fund Restricted	2,453.48	0.00	2,453.48	92*0299724	92*0299724
52563	General Fund Restricted	5.95	0.00	5.95	92*0299727	92*0299727
52564	General Fund Restricted	423.79	0.00	423.79	92*0299735	92*0299737
52565	General Fund Restricted	1,608.59	0.00	1,608.59	92*0299740	92*0299746
52566	General Fund Restricted	2,120.00	0.00	2,120.00	92*0299747	92*0299747
52579	General Fund Restricted	578.43	0.00	578.43	92*0300142	92*0300147
52580	General Fund Restricted	1,562.96	0.00	1,562.96	92*0300149	92*0300155
52581	General Fund Restricted	6,576.38	0.00	6,576.38	92*0300157	92*0300161
52582	General Fund Restricted	19,062.33	0.00	19,062.33	92*0300162	92*0300163
52584	General Fund Restricted	181.97	0.00	181.97	92*0300172	92*0300178
52585	General Fund Restricted	1,727.78	0.00	1,727.78	92*0300180	92*0300181
52591	General Fund Restricted	551.13	0.00	551.13	92*0300195	92*0300197
52592	General Fund Restricted	7,254.33	0.00	7,254.33	92*0300198	92*0300204
52594	General Fund Restricted	279.18	0.00	279.18	92*0300211	92*0300219
52596	General Fund Restricted	700.00	0.00	700.00	92*0300227	92*0300227
52604	General Fund Restricted	11,960.25	0.00	11,960.25	92*0300252	92*0300252

6.1 (4)

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52605	General Fund Restricted	3,003.27	0.00	3,003.27	92*0300255	92*0300262
52606	General Fund Restricted	3,012.01	0.00	3,012.01	92*0300263	92*0300269
52608	General Fund Restricted	116.63	0.00	116.63	92*0300274	92*0300274
52609	General Fund Restricted	3,746.32	0.00	3,746.32	92*0300283	92*0300283
52614	General Fund Restricted	662.40	0.00	662.40	92*0300336	92*0300337
52615	General Fund Restricted	387.22	0.00	387.22	92*0300346	92*0300348
52616	General Fund Restricted	3,622.41	0.00	3,622.41	92*0300351	92*0300351
52623	General Fund Restricted	614.35	0.00	614.35	92*0300386	92*0300390
52624	General Fund Restricted	26,925.55	0.00	26,925.55	92*0300391	92*0300391
52625	General Fund Restricted	315.11	0.00	315.11	92*0300394	92*0300394
52628	General Fund Restricted	2,500.00	0.00	2,500.00	92*0300399	92*0300399
Total Fund 12 General Fund Restricted		<u>201,331.31</u>	<u>0.00</u>	<u>201,331.31</u>		

Check Registers Submitted for Approval
 Checks Written for Period 11/05/11 thru 11/25/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52505	Child Development Fund	2,541.52	0.00	2,541.52	92*0299208	92*0299211
52517	Child Development Fund	1,625.24	0.00	1,625.24	92*0299270	92*0299273
52518	Child Development Fund	775.38	0.00	775.38	92*0299274	92*0299276
52531	Child Development Fund	7,052.50	0.00	7,052.50	92*0299535	92*0299537
52542	Child Development Fund	2,720.27	0.00	2,720.27	92*0299583	92*0299589
52557	Child Development Fund	8,652.65	0.00	8,652.65	92*0299654	92*0299655
52568	Child Development Fund	430.60	0.00	430.60	92*0299754	92*0299756
52598	Child Development Fund	2,694.71	0.00	2,694.71	92*0300233	92*0300241
52599	Child Development Fund	2,560.27	0.00	2,560.27	92*0300242	92*0300246
52610	Child Development Fund	2,968.73	0.00	2,968.73	92*0300284	92*0300289
52619	Child Development Fund	1,875.48	0.00	1,875.48	92*0300366	92*0300368
Total Fund 33 Child Development Fund		<u>33,897.35</u>	<u>0.00</u>	<u>33,897.35</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52519	Capital Outlay Projects Fund	9,945.78	0.00	9,945.78	92*0299277	92*0299280
52559	Capital Outlay Projects Fund	85,059.00	0.00	85,059.00	92*0299657	92*0299657
52590	Capital Outlay Projects Fund	339.41	0.00	339.41	92*0300194	92*0300194
52601	Capital Outlay Projects Fund	15,530.00	0.00	15,530.00	92*0300249	92*0300249
52621	Capital Outlay Projects Fund	5,671.00	0.00	5,671.00	92*0300374	92*0300374
Total Fund 41 Capital Outlay Projects Fu		<u><u>116,545.19</u></u>	<u><u>0.00</u></u>	<u><u>116,545.19</u></u>		

Check Registers Submitted for Approval
 Checks Written for Period 11/05/11 thru 11/25/11

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52532	Bond Fund, Measure E	54,108.40	0.00	54,108.40	92*0299538	92*0299540
52543	Bond Fund, Measure E	17,929.33	0.00	17,929.33	92*0299590	92*0299592
52544	Bond Fund, Measure E	247,714.00	0.00	247,714.00	92*0299593	92*0299598
52545	Bond Fund, Measure E	225,084.38	0.00	225,084.38	92*0299599	92*0299600
52549	Bond Fund, Measure E	48,748.00	0.00	48,748.00	92*0299611	92*0299614
52550	Bond Fund, Measure E	384,433.90	0.00	384,433.90	92*0299615	92*0299619
52551	Bond Fund, Measure E	99,448.16	0.00	99,448.16	92*0299620	92*0299625
52569	Bond Fund, Measure E	124,009.60	0.00	124,009.60	92*0299757	92*0299759
52570	Bond Fund, Measure E	268,643.66	0.00	268,643.66	92*0299760	92*0299762
52571	Bond Fund, Measure E	41,253.83	0.00	41,253.83	92*0299763	92*0299766
52572	Bond Fund, Measure E	222,929.37	0.00	222,929.37	92*0299767	92*0299768
52573	Bond Fund, Measure E	26,556.00	0.00	26,556.00	92*0299769	92*0299771
52587	Bond Fund, Measure E	150,000.00	0.00	150,000.00	92*0300185	92*0300185
52589	Bond Fund, Measure E	157,703.15	0.00	157,703.15	92*0300188	92*0300193
52600	Bond Fund, Measure E	65,135.00	0.00	65,135.00	92*0300247	92*0300248
52611	Bond Fund, Measure E	15,499.16	0.00	15,499.16	92*0300290	92*0300291
52620	Bond Fund, Measure E	70,984.46	0.00	70,984.46	92*0300369	92*0300373
Total Fund 42 Bond Fund, Measure E		<u>2,220,180.40</u>	<u>0.00</u>	<u>2,220,180.40</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
52506	Property and Liability Fund	13,388.65	0.00	13,388.65	92*0299212	92*0299212
52558	Property and Liability Fund	12,820.98	0.00	12,820.98	92*0299656	92*0299656
Total Fund 61 Property and Liability Fund		<u><u>26,209.63</u></u>	<u><u>0.00</u></u>	<u><u>26,209.63</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	5,299,535.92
Total Fund 12 General Fund Restricted	201,331.31
Total Fund 33 Child Development Fund	33,897.35
Total Fund 41 Capital Outlay Projects Fund	116,545.19
Total Fund 42 Bond Fund, Measure E	2,220,180.40
Total Fund 61 Property and Liability Fund	<u>26,209.63</u>
Grand Total:	<u><u>7,897,699.80</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES**

**From 10 / 1 / 2011 To 10 / 31 / 2011
Board Meeting on 12 / 5 / 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".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Revenue Account</u>		
8800	LOCAL REVENUE		\$2,529
	Total revenue		\$2,529
	<u>Appropriation Account</u>		
2000	CLASSIFIED / OTHER NONACADEMIC		\$2,347
3000	EMPLOYEE BENEFITS		182
	Total appropriation		\$2,529

RECOMMENDATION

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

Printed on 11/21/2011

Board of Trustees
SUMMARY OF BUDGET INCREASES AND DECREASES
10/1/2011 - 10/31/2011

Fund 11: General Fund Unrestricted

bc11kt101211c	10/12/2011	B008508	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC		0	2,347
3000	EMPLOYEE BENEFITS		0	182
8800	LOCAL REVENUE		0	2,529
			<hr/>	<hr/>
			0	5,058

Reason: Adjustment
Description: Fund Gen. Office Clerk pos

Summary by Major Object for Fund 11

		<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC	0	2,347
3000	EMPLOYEE BENEFITS	0	182
8800	LOCAL REVENUE	0	2,529
		<hr/>	<hr/>
		0	5,058

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES

From 10 / 1 / 2011 To 10 / 31 / 2011
 Board Meeting on 12 / 5 / 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".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Revenue Account</u>		
8100	FEDERAL REVENUE		\$1,972,082
8600	STATE REVENUE		6,833
8800	LOCAL REVENUE	\$17,688	
	Total revenue	\$17,688	\$1,978,915
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$239,553
2000	CLASSIFIED / OTHER NONACADEMIC		581,220
3000	EMPLOYEE BENEFITS		229,494
4000	SUPPLIES AND MATERIALS		105,988
5000	OPERATING EXPENSES & SERVICES		585,304
6000	CAPITAL OUTLAY		126,824
7000	OTHER OUTGO		92,844
	Total appropriation		\$1,961,227

RECOMMENDATION

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

Fund 12: General Fund Restricted

bc11kt10411a		10/4/2011	B008452	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/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
				<hr/>	
				0	410,000

Reason: New Budget
Description: NEWB Bus./Entrepr. Ctr 11-12

bc11pn107a		10/7/2011	B008474	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC			0	85,855
3000	EMPLOYEE BENEFITS			0	26,622
4000	SUPPLIES AND MATERIALS			0	500
5000	OPERATING EXPENSES AND SERVICES			0	10,390
8100	FEDERAL REVENUE			0	123,367
				<hr/>	
				0	246,734

Reason: New Budget
Description: NEWB#1615 Wmn's Bus Ctr

bc11pn1012a		10/12/2011	B008489	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			14,219	0
2000	CLASSIFIED/OTHER NONACADEMIC			2,266	0
3000	EMPLOYEE BENEFITS			0	113
4000	SUPPLIES AND MATERIALS			0	2,578
5000	OPERATING EXPENSES AND SERVICES			0	275
6000	CAPITAL OUTLAY			6,970	0
7000	OTHER OUTGO			0	3,785
8100	FEDERAL REVENUE			16,704	0
				<hr/>	
				40,159	6,751

Reason: Special Project Adjustment
Description: SP#1603 NSF TEST:UP yr4

bc11pn1012b		10/12/2011	B008490	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	48,996
2000	CLASSIFIED/OTHER NONACADEMIC			0	189,111
3000	EMPLOYEE BENEFITS			0	40,838
4000	SUPPLIES AND MATERIALS			0	14,762
5000	OPERATING EXPENSES AND SERVICES			0	54,293
7000	OTHER OUTGO			0	77,000
8100	FEDERAL REVENUE			0	425,000
				<hr/>	
				0	850,000

Reason: New Budget
Description: NEWB#1209 CAMP SCC yr5

Fund 12: General Fund Restricted

bc11kt101211a		10/12/2011	B008496	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC			84,594	0
3000	EMPLOYEE BENEFITS			41,428	0
4000	SUPPLIES AND MATERIALS			10,743	0
5000	OPERATING EXPENSES AND SERVICES			63,885	0
6000	CAPITAL OUTLAY			4,350	0
8600	STATE REVENUE			205,000	0
				<hr/>	<hr/>
				410,000	0

Reason: Special Project Adjustment
Description: Reverse B008452

bc11pn1012h		10/12/2011	B008497	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			1,100	0
3000	EMPLOYEE BENEFITS			150	0
5000	OPERATING EXPENSES AND SERVICES			300	0
8800	LOCAL REVENUE			1,550	0
				<hr/>	<hr/>
				3,100	0

Reason: Special Project Adjustment
Description: SP#3350 CA ECMP SAC/SCC

bc11pn1012p		10/12/2011	B008505	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	14,507
3000	EMPLOYEE BENEFITS			0	2,134
4000	SUPPLIES AND MATERIALS			0	2,380
5000	OPERATING EXPENSES AND SERVICES			0	2,900
7000	OTHER OUTGO			0	579
8100	FEDERAL REVENUE			0	22,500
				<hr/>	<hr/>
				0	45,000

Reason: Special Project Adjustment
Description: SP#1903 YESS-ILP

bc11kt101311b		10/13/2011	B008510	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	314,291
2000	CLASSIFIED/OTHER NONACADEMIC			0	202,717
3000	EMPLOYEE BENEFITS			0	96,592
4000	SUPPLIES AND MATERIALS			0	17,300
5000	OPERATING EXPENSES AND SERVICES			0	9,100
6000	CAPITAL OUTLAY			0	10,000
8100	FEDERAL REVENUE			0	650,000
				<hr/>	<hr/>
				0	1,300,000

Reason: New Budget
Description: NEWB Title V Yr2 SCC

bc11kt101311h		10/13/2011	B008516	<u>Decreases</u>	<u>Increases</u>
4000	SUPPLIES AND MATERIALS			0	500
8100	FEDERAL REVENUE			0	500
				<hr/>	<hr/>
				0	1,000

Reason: Special Project Adjustment
Description: Fund financial aid ck printing

Fund 12: General Fund Restricted

bc11kt101411a		10/14/2011	B008517	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	28,097
2000	CLASSIFIED/OTHER NONACADEMIC			0	1,349
3000	EMPLOYEE BENEFITS			0	2,375
4000	SUPPLIES AND MATERIALS			0	16,180
5000	OPERATING EXPENSES AND SERVICES			0	1,170
8100	FEDERAL REVENUE			0	49,171
				<hr/>	<hr/>
				0	98,342

Reason: New Budget
Description: WIA Title II 11-12 OEC sp1108

bc11kt101411b		10/14/2011	B008518	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	64,433
2000	CLASSIFIED/OTHER NONACADEMIC			0	4,356
3000	EMPLOYEE BENEFITS			0	41,832
4000	SUPPLIES AND MATERIALS			0	13,915
5000	OPERATING EXPENSES AND SERVICES			0	8,180
6000	CAPITAL OUTLAY			53,124	0
8100	FEDERAL REVENUE			0	79,592
				<hr/>	<hr/>
				53,124	212,308

Reason: New Budget
Description: Newb WIA Title II 11-12 OEC

bc11kt101411c		10/14/2011	B008519	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			73,178	0
2000	CLASSIFIED/OTHER NONACADEMIC			0	60,697
3000	EMPLOYEE BENEFITS			0	16,628
4000	SUPPLIES AND MATERIALS			25,890	0
5000	OPERATING EXPENSES AND SERVICES			27,585	0
6000	CAPITAL OUTLAY			20,248	0
8100	FEDERAL REVENUE			69,576	0
				<hr/>	<hr/>
				216,477	77,325

Reason: New Budget
Description: Newb WIA Title II OEC sp1102

bc11kt101411d		10/14/2011	B008520	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			43,469	0
2000	CLASSIFIED/OTHER NONACADEMIC			3,669	0
3000	EMPLOYEE BENEFITS			0	21,162
4000	SUPPLIES AND MATERIALS			0	78
6000	CAPITAL OUTLAY			1,140	0
8800	LOCAL REVENUE			27,038	0
				<hr/>	<hr/>
				75,316	21,240

Reason: Special Project Adjustment
Description: Adj alloc 2 Student Health Fee

Fund 12: General Fund Restricted

bc11kt101411h		10/14/2011	B008524	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			1,647	0
2000	CLASSIFIED/OTHER NONACADEMIC			0	30,764
3000	EMPLOYEE BENEFITS			0	1,591
4000	SUPPLIES AND MATERIALS			0	209
5000	OPERATING EXPENSES AND SERVICES			0	4,566
6000	CAPITAL OUTLAY			0	54,627
8100	FEDERAL REVENUE			0	90,110
				<hr/>	<hr/>
				1,647	181,867

Reason: New Budget
Description: Newb WIA Title II CEC sp1109

bc11kt101411i		10/14/2011	B008525	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	19,191
2000	CLASSIFIED/OTHER NONACADEMIC			0	23,773
3000	EMPLOYEE BENEFITS			0	411
4000	SUPPLIES AND MATERIALS			0	6,541
5000	OPERATING EXPENSES AND SERVICES			0	2,448
6000	CAPITAL OUTLAY			0	3,495
8100	FEDERAL REVENUE			0	55,859
				<hr/>	<hr/>
				0	111,718

Reason: New Budget
Description: Newb WIA Title II CEC sp1101

bc11kt101411j		10/14/2011	B008526	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	798
5000	OPERATING EXPENSES AND SERVICES			0	31
6000	CAPITAL OUTLAY			0	1,684
8600	STATE REVENUE			0	2,513
				<hr/>	<hr/>
				0	5,026

Reason: Carry Over Budget
Description: COB to PY SAC Cr Matriculation

bc11kt101711b		10/17/2011	B008528	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			58,072	0
2000	CLASSIFIED/OTHER NONACADEMIC			35,585	0
3000	EMPLOYEE BENEFITS			22,803	0
4000	SUPPLIES AND MATERIALS			0	11,180
5000	OPERATING EXPENSES AND SERVICES			0	2,856
6000	CAPITAL OUTLAY			0	98,150
8100	FEDERAL REVENUE			4,274	0
				<hr/>	<hr/>
				120,734	112,186

Reason: New Budget
Description: Newb WIA Title II CEC sp1106

Board of Trustees
SUMMARY OF BUDGET INCREASES AND DECREASES
10/1/2011 - 10/31/2011

Fund 12: General Fund Restricted

bc11kt101711c		10/17/2011	B008529	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			202,358	0
2000	CLASSIFIED/OTHER NONACADEMIC			104,133	0
3000	EMPLOYEE BENEFITS			67,664	0
4000	SUPPLIES AND MATERIALS			0	32,159
5000	OPERATING EXPENSES AND SERVICES			0	4,852
6000	CAPITAL OUTLAY			0	37,075
8100	FEDERAL REVENUE			300,069	0
				674,224	74,086

Reason: New Budget
Description: Newb WIA Title II CEC sp1102

bc11kt101711i		10/17/2011	B008535	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	875
3000	EMPLOYEE BENEFITS			0	125
4000	SUPPLIES AND MATERIALS			0	450
5000	OPERATING EXPENSES AND SERVICES			0	450
8800	LOCAL REVENUE			0	1,900
				0	3,800

Reason: New Budget
Description: Newb CA Early Childhood Mentor

bc11kt101711j		10/17/2011	B008536	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			5,625	0
3000	EMPLOYEE BENEFITS			775	0
4000	SUPPLIES AND MATERIALS			1,450	0
5000	OPERATING EXPENSES AND SERVICES			2,530	0
7000	OTHER OUTGO			0	1,480
8100	FEDERAL REVENUE			8,900	0
				19,280	1,480

Reason: Special Project Adjustment
Description: Child Dev Training Consortium

bc11pn1018j		10/18/2011	B008547	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES			0	42,228
2000	CLASSIFIED/OTHER NONACADEMIC			0	11,759
3000	EMPLOYEE BENEFITS			0	8,280
5000	OPERATING EXPENSES AND SERVICES			0	13,239
8100	FEDERAL REVENUE			0	75,506
				0	151,012

Reason: New Budget
Description: NEWB#1101 OEC WIA T-II ASE/GED

Board of Trustees
SUMMARY OF BUDGET INCREASES AND DECREASES
10/1/2011 - 10/31/2011

Fund 12: General Fund Restricted

bc11pn1027a	10/27/2011	B008572	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC		0	8,130
3000	EMPLOYEE BENEFITS		0	2,050
5000	OPERATING EXPENSES AND SERVICES		1,180	0
8800	LOCAL REVENUE		0	9,000
			<hr/>	<hr/>
			1,180	19,180

Reason: New Budget
Description: NEWB#3659 SBDC Comm Prtnrshp

bc11pn1027b	10/27/2011	B008573	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	63,327
2000	CLASSIFIED/OTHER NONACADEMIC		0	9,800
3000	EMPLOYEE BENEFITS		0	11,259
4000	SUPPLIES AND MATERIALS		404	0
5000	OPERATING EXPENSES AND SERVICES		82,937	0
6000	CAPITAL OUTLAY		0	3,275
8600	STATE REVENUE		0	4,320
			<hr/>	<hr/>
			83,341	91,981

Reason: Special Project Adjustment
Description: SP#2019, 41-46 BSI CEC rev

bc11pn1027d	10/27/2011	B008575	<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES		0	42,478
2000	CLASSIFIED/OTHER NONACADEMIC		0	98,562
3000	EMPLOYEE BENEFITS		0	48,874
4000	SUPPLIES AND MATERIALS		0	15,000
5000	OPERATING EXPENSES AND SERVICES		0	585,086
7000	OTHER OUTGO		0	10,000
8100	FEDERAL REVENUE		0	800,000
			<hr/>	<hr/>
			0	1,600,000

Reason: New Budget
Description: NEWB#1514 GEAR UP IV yr3

bc11kt11311a	10/31/2011	B008598	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC		8,130	0
3000	EMPLOYEE BENEFITS		2,050	0
5000	OPERATING EXPENSES AND SERVICES		0	1,180
8800	LOCAL REVENUE		9,000	0
			<hr/>	<hr/>
			19,180	1,180

Reason: Special Project Adjustment
Description: Reverse B008572

Fund 12: General Fund Restricted

bc11kt11311b	10/31/2011	B008599	<u>Decreases</u>	<u>Increases</u>
2000	CLASSIFIED/OTHER NONACADEMIC		0	8,130
3000	EMPLOYEE BENEFITS		0	2,050
5000	OPERATING EXPENSES AND SERVICES		1,180	0
8800	LOCAL REVENUE		0	9,000
			<hr/>	<hr/>
			1,180	19,180
Reason:	Special Project Adjustment			
Description:	Corr B008572 SBDC Comm Partner			

Summary by Major Object for Fund 12

		<u>Decreases</u>	<u>Increases</u>
1000	ACADEMIC SALARIES	0	239,553
2000	CLASSIFIED/OTHER NONACADEMIC	0	581,220
3000	EMPLOYEE BENEFITS	0	229,494
4000	SUPPLIES AND MATERIALS	0	105,988
5000	OPERATING EXPENSES AND SERVICES	0	585,304
6000	CAPITAL OUTLAY	0	126,824
7000	OTHER OUTGO	0	92,844
8100	FEDERAL REVENUE	0	1,972,082
8600	STATE REVENUE	0	6,833
8800	LOCAL REVENUE	17,688	0
		<hr/>	<hr/>
		17,688	3,940,142

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD REPORT / BUDGET INCREASES AND DECREASES

From 10 / 1 / 2011 To 10 / 31 / 2011
Board Meeting on 12 / 5 / 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".

<u>Object Category</u>	<u>Description</u>	<u>Decrease</u>	<u>Increase</u>
	<u>Revenue Account</u>		
8800	LOCAL REVENUE		\$5,250
	Total revenue		\$5,250
	<u>Appropriation Account</u>		
6000	CAPITAL OUTLAY		\$5,250
	Total appropriation		\$5,250

RECOMMENDATION

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

Printed on 11/21/2011

Fund 33: Child Development Fund

			<u>Decreases</u>	<u>Increases</u>
bc11pn1024h	10/24/2011	B008568		
6000	CAPITAL OUTLAY		0	5,250
8800	LOCAL REVENUE		0	5,250
			<hr/>	<hr/>
			0	10,500

Reason: Adjustment
Description: SAC CDS ECEC fencing

Summary by Major Object for Fund 33

		<u>Decreases</u>	<u>Increases</u>
6000	CAPITAL OUTLAY	0	5,250
8800	LOCAL REVENUE	0	5,250
		<hr/>	<hr/>
		0	10,500

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 10 / 1 / 2011 To 10 / 31 / 2011

Board Meeting on 12 / 5 / 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".

<u>Object</u> <u>Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$11,207
2000	CLASSIFIED / OTHER NONACADEMIC	\$1,000	
3000	EMPLOYEE BENEFITS		1,803
4000	SUPPLIES AND MATERIALS	5,410	
5000	OPERATING EXPENSES AND SERVICES	2,947	
6000	CAPITAL OUTLAY	3,653	
	Total Transfer	\$13,010	\$13,010

RECOMMENDATION

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

Fund 11: General Fund Unrestricted

bc11pn104b	10/4/2011	B008448	From	To
5000	OPERATING EXPENSES AND SERVICES		0	5,402
6000	CAPITAL OUTLAY		5,402	0
			<hr/>	<hr/>
			5,402	5,402
Reason:	Adjustment			
Description:	SAC Library internet databases			
bc11pn1010c	10/10/2011	B008483	From	To
4000	SUPPLIES AND MATERIALS		1,000	0
5000	OPERATING EXPENSES AND SERVICES		0	1,500
6000	CAPITAL OUTLAY		500	0
			<hr/>	<hr/>
			1,500	1,500
Reason:	Adjustment			
Description:	SAC M&O repairs/cust equipment			
bc11pn1012i	10/12/2011	B008498	From	To
4000	SUPPLIES AND MATERIALS		0	500
5000	OPERATING EXPENSES AND SERVICES		500	0
			<hr/>	<hr/>
			500	500
Reason:	Adjustment			
Description:	SAC M&O ground repairs/parts			
bc11pn1012s	10/12/2011	B008507	From	To
1000	ACADEMIC SALARIES		0	1,000
2000	CLASSIFIED/OTHER NONACADEMIC		1,000	0
			<hr/>	<hr/>
			1,000	1,000
Reason:	Adjustment			
Description:	SAC SCE S.Garnett Curr Dev Prj			
bc11kt101311d	10/13/2011	B008512	From	To
4000	SUPPLIES AND MATERIALS		130	0
5000	OPERATING EXPENSES AND SERVICES		0	130
			<hr/>	<hr/>
			130	130
Reason:	Adjustment			
Description:	Print art gallery publications			
bc11kt101311g	10/13/2011	B008515	From	To
1000	ACADEMIC SALARIES		0	10,207
3000	EMPLOYEE BENEFITS		0	1,803
5000	OPERATING EXPENSES AND SERVICES		12,010	0
			<hr/>	<hr/>
			12,010	12,010
Reason:	Special Project Adjustment			
Description:	SAC EOPS			

Fund 11: General Fund Unrestricted

bc11kt101711d	10/17/2011	B008530	From	To
5000	OPERATING EXPENSES AND SERVICES		0	310
6000	CAPITAL OUTLAY		310	0
			310	310
Reason:	Adjustment			
Description:	Renewal licence subscription			
bc11pn1018c	10/18/2011	B008540	From	To
5000	OPERATING EXPENSES AND SERVICES		0	351
6000	CAPITAL OUTLAY		351	0
			351	351
Reason:	Adjustment			
Description:	SAC Media F-126 TV repair			
bc11pn1018f	10/18/2011	B008543	From	To
5000	OPERATING EXPENSES AND SERVICES		110	0
6000	CAPITAL OUTLAY		0	110
			110	110
Reason:	Adjustment			
Description:	SAC Sci/Math yr end post neg			
bc11pn1018g	10/18/2011	B008544	From	To
4000	SUPPLIES AND MATERIALS		1,655	0
5000	OPERATING EXPENSES AND SERVICES		0	1,655
			1,655	1,655
Reason:	Adjustment			
Description:	SAC Hm Svcs Solidworks lic			
bc11pn1020a	10/20/2011	B008552	From	To
4000	SUPPLIES AND MATERIALS		325	0
5000	OPERATING EXPENSES AND SERVICES		0	325
			325	325
Reason:	Adjustment			
Description:	BOT P.Yarbrough add'l travel			
bc11pn1024a	10/24/2011	B008561	From	To
4000	SUPPLIES AND MATERIALS		3,300	0
6000	CAPITAL OUTLAY		0	3,300
			3,300	3,300
Reason:	Adjustment			
Description:	SAC M&O custodial equipment			
bc11pn1024i	10/24/2011	B008569	From	To
4000	SUPPLIES AND MATERIALS		0	500
6000	CAPITAL OUTLAY		500	0
			500	500
Reason:	Adjustment			
Description:	SAC chemical supplies			

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
10/1/2011 - 10/31/2011

Summary by Major Object for Fund 11

	<u>From</u>	<u>To</u>
1000 ACADEMIC SALARIES	0	11,207
2000 CLASSIFIED/OTHER NONACADEMIC	1,000	0
3000 EMPLOYEE BENEFITS	0	1,803
4000 SUPPLIES AND MATERIALS	5,410	0
5000 OPERATING EXPENSES AND SERVICES	2,947	0
6000 CAPITAL OUTLAY	3,653	0
	<hr/>	<hr/>
	13,010	13,010

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 10 / 1 / 2011 To 10 / 31 / 2011

Board Meeting on 12 / 5 / 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".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$20,103
2000	CLASSIFIED / OTHER NONACADEMIC	\$31,126	
3000	EMPLOYEE BENEFITS		25,897
4000	SUPPLIES AND MATERIALS		36,029
5000	OPERATING EXPENSES AND SERVICES	38,987	
6000	CAPITAL OUTLAY	8,111	
7000	OTHER OUTGO	3,805	
	Total Transfer	\$82,029	\$82,029

RECOMMENDATION

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

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
10/1/2011 - 10/31/2011

Fund 12: General Fund Restricted

bc11pn104c	10/4/2011	B008449	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		0	115
5000	OPERATING EXPENSES AND SERVICES		115	0
			<hr/> 115	<hr/> 115

Reason: Special Project Adjustment
Description: COB#1654 SSS SAC add'l foods

bc11pn104a	10/4/2011	B008451	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		0	875
5000	OPERATING EXPENSES AND SERVICES		0	9,442
6000	CAPITAL OUTLAY		10,317	0
			<hr/> 10,317	<hr/> 10,317

Reason: Special Project Adjustment
Description: SAC F&P Arts software/licenses

bc11kt10511a	10/5/2011	B008458	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES		1,046	0
3000	EMPLOYEE BENEFITS		0	1,046
			<hr/> 1,046	<hr/> 1,046

Reason: Special Project Adjustment
Description: CalGRIP SAC to fund Fall 11

BC10DP105A	10/5/2011	B008459	<u>From</u>	<u>To</u>
3000	EMPLOYEE BENEFITS		17	0
4000	SUPPLIES AND MATERIALS		0	17
			<hr/> 17	<hr/> 17

Reason: Special Project Adjustment
Description: FA Awareness Day

bc11pn106g	10/6/2011	B008466	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES		0	6,425
2000	CLASSIFIED/OTHER NONACADEMIC		0	3,503
3000	EMPLOYEE BENEFITS		0	1,218
5000	OPERATING EXPENSES AND SERVICES		11,146	0
			<hr/> 11,146	<hr/> 11,146

Reason: Special Project Adjustment
Description: SP#2019,2042,2043 SAC BSI

bc11pn106h	10/6/2011	B008467	<u>From</u>	<u>To</u>
2000	CLASSIFIED/OTHER NONACADEMIC		0	6,000
4000	SUPPLIES AND MATERIALS		0	2,000
6000	CAPITAL OUTLAY		8,000	0
			<hr/> 8,000	<hr/> 8,000

Reason: Special Project Adjustment
Description: SAC Nursing learning supplies

Fund 12: General Fund Restricted

bc11pn106j	10/6/2011	B008469	From	To
5000	OPERATING EXPENSES AND SERVICES		0	200
6000	CAPITAL OUTLAY		200	0
			<u>200</u>	<u>200</u>
Reason:	Special Project Adjustment			
Description:	Ed Svcs SBDC mobile phone svcs			
bc11pn106k	10/6/2011	B008470	From	To
2000	CLASSIFIED/OTHER NONACADEMIC		300	0
5000	OPERATING EXPENSES AND SERVICES		0	300
			<u>300</u>	<u>300</u>
Reason:	Special Project Adjustment			
Description:	DMC Seeds to Trees project			
bc11pn106l	10/6/2011	B008471	From	To
4000	SUPPLIES AND MATERIALS		3,450	0
5000	OPERATING EXPENSES AND SERVICES		0	3,450
			<u>3,450</u>	<u>3,450</u>
Reason:	Special Project Adjustment			
Description:	SAC Bus Div Adobe Creative lic			
bc11pn107c	10/7/2011	B008476	From	To
4000	SUPPLIES AND MATERIALS		0	4,818
6000	CAPITAL OUTLAY		4,818	0
			<u>4,818</u>	<u>4,818</u>
Reason:	Special Project Adjustment			
Description:	SCC Bus/CTE instruct supplies			
BC11DP107B	10/7/2011	B008479	From	To
2000	CLASSIFIED/OTHER NONACADEMIC		20,000	0
6000	CAPITAL OUTLAY		0	20,000
			<u>20,000</u>	<u>20,000</u>
Reason:	Special Project Adjustment			
Description:	Fund computer purchases			
bc11pn1010d	10/10/2011	B008484	From	To
2000	CLASSIFIED/OTHER NONACADEMIC		0	9,574
3000	EMPLOYEE BENEFITS		0	325
5000	OPERATING EXPENSES AND SERVICES		9,899	0
			<u>9,899</u>	<u>9,899</u>
Reason:	Special Project Adjustment			
Description:	SAC BSI math tutors			

Fund 12: General Fund Restricted

		10/10/2011	B008485	<u>From</u>	<u>To</u>
bc11pn1010e					
2000	CLASSIFIED/OTHER NONACADEMIC			0	7,308
3000	EMPLOYEE BENEFITS			0	1,724
5000	OPERATING EXPENSES AND SERVICES			9,032	0
				<hr/>	<hr/>
				9,032	9,032

Reason: Special Project Adjustment
Description: SAC BSI senior clerk position

		10/10/2011	B008487	<u>From</u>	<u>To</u>
bc11pn1010g					
1000	ACADEMIC SALARIES			0	6,468
3000	EMPLOYEE BENEFITS			0	1,036
5000	OPERATING EXPENSES AND SERVICES			7,504	0
				<hr/>	<hr/>
				7,504	7,504

Reason: Special Project Adjustment
Description: SAC SCE 3 LHE fall/spring

		10/12/2011	B008493	<u>From</u>	<u>To</u>
bc11pn1012e					
4000	SUPPLIES AND MATERIALS			755	0
6000	CAPITAL OUTLAY			0	755
				<hr/>	<hr/>
				755	755

Reason: Special Project Adjustment
Description: SAC WELD hvy metal lift clamp

		10/12/2011	B008500	<u>From</u>	<u>To</u>
bc11pn1012j					
1000	ACADEMIC SALARIES			0	5,230
3000	EMPLOYEE BENEFITS			0	770
5000	OPERATING EXPENSES AND SERVICES			6,000	0
				<hr/>	<hr/>
				6,000	6,000

Reason: Special Project Adjustment
Description: SAC BSI employee stipends

		10/12/2011	B008501	<u>From</u>	<u>To</u>
bc11pn1012k					
1000	ACADEMIC SALARIES			0	8,282
3000	EMPLOYEE BENEFITS			0	1,218
5000	OPERATING EXPENSES AND SERVICES			9,500	0
				<hr/>	<hr/>
				9,500	9,500

Reason: Special Project Adjustment
Description: SAC BSI employee stipends

		10/12/2011	B008502	<u>From</u>	<u>To</u>
bc11pn1012l					
5000	OPERATING EXPENSES AND SERVICES			0	400
6000	CAPITAL OUTLAY			400	0
				<hr/>	<hr/>
				400	400

Reason: Special Project Adjustment
Description: SAC Career MNFG/CTEA/DK

Fund 12: General Fund Restricted

bc11pn1012n		10/12/2011	B008504	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			1,640	0
3000	EMPLOYEE BENEFITS			0	351
4000	SUPPLIES AND MATERIALS			4,787	0
5000	OPERATING EXPENSES AND SERVICES			0	6,076
				<hr/>	<hr/>
				6,427	6,427

Reason: Special Project Adjustment
Description: SP#3492 Kaleidoscope curr dev

bc11pn1012q		10/12/2011	B008506	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			0	5,439
3000	EMPLOYEE BENEFITS			62	0
4000	SUPPLIES AND MATERIALS			702	0
7000	OTHER OUTGO			4,675	0
				<hr/>	<hr/>
				5,439	5,439

Reason: Special Project Adjustment
Description: SP#2090 CARE Program SAC

bc10kt101311a		10/13/2011	B008509	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES			0	10,850
2000	CLASSIFIED/OTHER NONACADEMIC			0	16,896
3000	EMPLOYEE BENEFITS			0	12,962
4000	SUPPLIES AND MATERIALS			376	0
5000	OPERATING EXPENSES AND SERVICES			3,616	0
6000	CAPITAL OUTLAY			36,716	0
				<hr/>	<hr/>
				40,708	40,708

Reason: Special Project Adjustment
Description: Cover negative balances

bc11kt101311e		10/13/2011	B008513	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS			0	3,000
5000	OPERATING EXPENSES AND SERVICES			3,000	0
				<hr/>	<hr/>
				3,000	3,000

Reason: Adjustment
Description: Cover medication and med suppl

bc11kt101311f		10/13/2011	B008514	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS			0	158
5000	OPERATING EXPENSES AND SERVICES			158	0
				<hr/>	<hr/>
				158	158

Reason: Special Project Adjustment
Description: Cover neg bal 4 supply acct

Fund 12: General Fund Restricted

		10/13/2011	B008515	From	To
bc11kt101311g					
1000	ACADEMIC SALARIES			1,958	0
2000	CLASSIFIED/OTHER NONACADEMIC			24,188	0
3000	EMPLOYEE BENEFITS			0	6,895
4000	SUPPLIES AND MATERIALS			0	15,431
5000	OPERATING EXPENSES AND SERVICES			0	2,950
7000	OTHER OUTGO			0	870
				26,146	26,146

Reason: Special Project Adjustment
Description: SAC EOPS

		10/14/2011	B008522	From	To
bc11kt101411f					
2000	CLASSIFIED/OTHER NONACADEMIC			7,000	0
4000	SUPPLIES AND MATERIALS			0	6,000
5000	OPERATING EXPENSES AND SERVICES			0	1,000
				7,000	7,000

Reason: Special Project Adjustment
Description: Fund conf/food/non-instr suppl

		10/14/2011	B008523	From	To
bc11kt101411g					
4000	SUPPLIES AND MATERIALS			400	0
5000	OPERATING EXPENSES AND SERVICES			0	400
				400	400

Reason: Special Project Adjustment
Description: Cover conference expenses

		10/17/2011	B008527	From	To
bc11kt101711a					
1000	ACADEMIC SALARIES			52,634	0
2000	CLASSIFIED/OTHER NONACADEMIC			0	4,167
3000	EMPLOYEE BENEFITS			10,659	0
4000	SUPPLIES AND MATERIALS			0	18,649
5000	OPERATING EXPENSES AND SERVICES			0	4,221
6000	CAPITAL OUTLAY			0	36,256
				63,293	63,293

Reason: Special Project Adjustment
Description: Title V HSI Dev Prog Yr1 COB

		10/17/2011	B008533	From	To
bc11kt101711g					
4000	SUPPLIES AND MATERIALS			0	9,000
5000	OPERATING EXPENSES AND SERVICES			0	2,500
6000	CAPITAL OUTLAY			11,500	0
				11,500	11,500

Reason: Special Project Adjustment
Description: MNFG/CTEA moving electric work

Fund 12: General Fund Restricted

bc11kt101711h	10/17/2011	B008534	From	To
4000	SUPPLIES AND MATERIALS		0	500
6000	CAPITAL OUTLAY		500	0
			<hr/>	<hr/>
			500	500

Reason: Special Project Adjustment
Description: Purchase DVDs and instr films

bc11pn1018d	10/18/2011	B008541	From	To
4000	SUPPLIES AND MATERIALS		0	700
5000	OPERATING EXPENSES AND SERVICES		700	0
			<hr/>	<hr/>
			700	700

Reason: Special Project Adjustment
Description: BEC Ed Svcs stands,cases,art

bc11pn1018h	10/18/2011	B008545	From	To
2000	CLASSIFIED/OTHER NONACADEMIC		0	100
3000	EMPLOYEE BENEFITS		100	0
			<hr/>	<hr/>
			100	100

Reason: Special Project Adjustment
Description: CS summer assign time/benefits

bc11pn1018i	10/18/2011	B008546	From	To
1000	ACADEMIC SALARIES		0	12,777
2000	CLASSIFIED/OTHER NONACADEMIC		19,631	0
3000	EMPLOYEE BENEFITS		0	3,903
5000	OPERATING EXPENSES AND SERVICES		0	2,951
			<hr/>	<hr/>
			19,631	19,631

Reason: Special Project Adjustment
Description: SP#1675 Title V SCC Dev HSI

bc11pn1019a	10/19/2011	B008549	From	To
4000	SUPPLIES AND MATERIALS		1,000	0
5000	OPERATING EXPENSES AND SERVICES		0	1,000
			<hr/>	<hr/>
			1,000	1,000

Reason: Special Project Adjustment
Description: Set up Admin-other costs acct

bc11pn1019b	10/19/2011	B008550	From	To
4000	SUPPLIES AND MATERIALS		13,422	0
5000	OPERATING EXPENSES AND SERVICES		0	8,494
6000	CAPITAL OUTLAY		0	4,928
			<hr/>	<hr/>
			13,422	13,422

Reason: Special Project Adjustment
Description: Alloc COB#2390 Lottery to SAC

Fund 12: General Fund Restricted

		10/21/2011	B008554	<u>From</u>	<u>To</u>
bc11pn1021b					
4000	SUPPLIES AND MATERIALS			0	200
5000	OPERATING EXPENSES AND SERVICES			200	0
				<hr/>	<hr/>
				200	200

Reason: Special Project Adjustment
Description: SAC Media Svcs video tapes

		10/21/2011	B008555	<u>From</u>	<u>To</u>
bc11pn1021c					
5000	OPERATING EXPENSES AND SERVICES			0	3,980
6000	CAPITAL OUTLAY			3,980	0
				<hr/>	<hr/>
				3,980	3,980

Reason: Special Project Adjustment
Description: SAC F&P Arts software licenses

		10/21/2011	B008556	<u>From</u>	<u>To</u>
bc11pn1021d					
4000	SUPPLIES AND MATERIALS			100	0
5000	OPERATING EXPENSES AND SERVICES			0	100
				<hr/>	<hr/>
				100	100

Reason: Special Project Adjustment
Description: SAC scanner maintenance contr

		10/21/2011	B008557	<u>From</u>	<u>To</u>
bc11pn1021e					
1000	ACADEMIC SALARIES			5,400	0
2000	CLASSIFIED/OTHER NONACADEMIC			0	2,725
3000	EMPLOYEE BENEFITS			425	0
5000	OPERATING EXPENSES AND SERVICES			0	3,100
				<hr/>	<hr/>
				5,825	5,825

Reason: Adjustment
Description: Corp Trng Inst S/B class hrly

		10/21/2011	B008558	<u>From</u>	<u>To</u>
bc11pn1021f					
1000	ACADEMIC SALARIES			0	1,310
3000	EMPLOYEE BENEFITS			1,310	0
				<hr/>	<hr/>
				1,310	1,310

Reason: Special Project Adjustment
Description: DMC Welding Tech HS Outreach

		10/21/2011	B008559	<u>From</u>	<u>To</u>
bc11pn1021g					
5000	OPERATING EXPENSES AND SERVICES			0	619
6000	CAPITAL OUTLAY			619	0
				<hr/>	<hr/>
				619	619

Reason: Special Project Adjustment
Description: SCC Fin Aid staff training

Board of Trustees
SUMMARY OF BUDGET TRANSFERS BETWEEN CLASSIFICATIONS
10/1/2011 - 10/31/2011

Fund 12: General Fund Restricted

bc11pn1021h	10/21/2011	B008560	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		1,000	0
5000	OPERATING EXPENSES AND SERVICES		0	1,000
			<hr/> 1,000	<hr/> 1,000

Reason: Special Project Adjustment
Description: SA MCHS MDNC conference

bc11pn1024b	10/24/2011	B008562	<u>From</u>	<u>To</u>
3000	EMPLOYEE BENEFITS		0	533
4000	SUPPLIES AND MATERIALS		0	586
5000	OPERATING EXPENSES AND SERVICES		1,119	0
			<hr/> 1,119	<hr/> 1,119

Reason: Special Project Adjustment
Description: BEC SW benefits/non-instr supp

bc11pn1024c	10/24/2011	B008563	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		28	0
5000	OPERATING EXPENSES AND SERVICES		0	28
			<hr/> 28	<hr/> 28

Reason: Special Project Adjustment
Description: OEC facility lease account

bc11pn1024d	10/24/2011	B008564	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES		0	33,000
3000	EMPLOYEE BENEFITS		0	4,792
5000	OPERATING EXPENSES AND SERVICES		37,792	0
			<hr/> 37,792	<hr/> 37,792

Reason: Special Project Adjustment
Description: SCC BSI trans,tutor,wrkshp,etc

bc11pn1024j	10/24/2011	B008570	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES		7,000	0
6000	CAPITAL OUTLAY		0	7,000
			<hr/> 7,000	<hr/> 7,000

Reason: Special Project Adjustment
Description: DMC equipment-new Xerox copier

bc11pn1024k	10/24/2011	B008571	<u>From</u>	<u>To</u>
2000	CLASSIFIED/OTHER NONACADEMIC		1,204	0
3000	EMPLOYEE BENEFITS		0	1,697
5000	OPERATING EXPENSES AND SERVICES		493	0
			<hr/> 1,697	<hr/> 1,697

Reason: Special Project Adjustment
Description: CITD realloc business exp/ben

Fund 12: General Fund Restricted

			<u>From</u>	<u>To</u>
bc11pn1027c	10/27/2011	B008574		
2000	CLASSIFIED/OTHER NONACADEMIC		9,076	0
5000	OPERATING EXPENSES AND SERVICES		0	9,076
			<hr/>	<hr/>
			9,076	9,076

Reason: Special Project Adjustment
Description: SP#1823 VTEA Office Tech SCC

Summary by Major Object for Fund 12

		<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES	0	20,103
2000	CLASSIFIED/OTHER NONACADEMIC	31,126	0
3000	EMPLOYEE BENEFITS	0	25,897
4000	SUPPLIES AND MATERIALS	0	36,029
5000	OPERATING EXPENSES AND SERVICES	38,987	0
6000	CAPITAL OUTLAY	8,111	0
7000	OTHER OUTGO	3,805	0
		<hr/>	<hr/>
		82,029	82,029

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 10 / 1 / 2011 To 10 / 31 / 2011

Board Meeting on 12 / 5 / 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".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
1000	ACADEMIC SALARIES		\$5,392
2000	CLASSIFIED / OTHER NONACADEMIC		13
3000	EMPLOYEE BENEFITS	\$5,405	
4000	SUPPLIES AND MATERIALS	198	
5000	OPERATING EXPENSES AND SERVICES		198
	Total Transfer	\$5,603	\$5,603

RECOMMENDATION

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

Fund 33: Child Development Fund

bc11pn1010b	10/10/2011	B008482	<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES		0	5,392
2000	CLASSIFIED/OTHER NONACADEMIC		0	13
3000	EMPLOYEE BENEFITS		5,405	0
			<hr/>	<hr/>
			5,405	5,405

Reason: Special Project Adjustment
Description: CDS salary from SP#3415 ending

bc11pn1012d	10/12/2011	B008492	<u>From</u>	<u>To</u>
4000	SUPPLIES AND MATERIALS		198	0
5000	OPERATING EXPENSES AND SERVICES		0	198
			<hr/>	<hr/>
			198	198

Reason: Special Project Adjustment
Description: CDS Ramco invoice

Summary by Major Object for Fund 33

		<u>From</u>	<u>To</u>
1000	ACADEMIC SALARIES	0	5,392
2000	CLASSIFIED/OTHER NONACADEMIC	0	13
3000	EMPLOYEE BENEFITS	5,405	0
4000	SUPPLIES AND MATERIALS	198	0
5000	OPERATING EXPENSES AND SERVICES	0	198
		<hr/>	<hr/>
		5,603	5,603

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

**From 10 / 1 / 2011 To 10 / 31 / 2011
Board Meeting on 12 / 5 / 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 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".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
5000	OPERATING EXPENSES AND SERVICES	\$9,370	
6000	CAPITAL OUTLAY		\$9,370
	Total Transfer	\$9,370	\$9,370

RECOMMENDATION

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

Fund 41: Capital Outlay Projects Fund

bc11pn106e	10/6/2011	B008464	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		9,370	0
6000	CAPITAL OUTLAY		0	9,370
			<hr/>	<hr/>
			9,370	9,370

Reason: Special Project Adjustment
Description: SAC transportation shop hoist

Summary by Major Object for Fund 41

		<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES	9,370	0
6000	CAPITAL OUTLAY	0	9,370
		<hr/>	<hr/>
		9,370	9,370

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

**From 10 / 1 / 2011 To 10 / 31 / 2011
Board Meeting on 12 / 5 / 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".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
6000	CAPITAL OUTLAY		\$718,000
7900	CONTINGENCY OR RESERVE	\$718,000	
	Total Transfer	\$718,000	\$718,000

RECOMMENDATION

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

Fund 42: Bond Fund, Measure E

BC11DP107A	10/7/2011	B008478	<u>From</u>	<u>To</u>
6000	CAPITAL OUTLAY		0	718,000
7900	CONTINGENCY OR RESERVE		718,000	0
			<hr/>	<hr/>
			718,000	718,000

Reason: Special Project Adjustment

Description: Fund engineering account

Summary by Major Object for Fund 42

	<u>From</u>	<u>To</u>
6000 CAPITAL OUTLAY	0	718,000
7900 CONTINGENCY OR RESERVE	718,000	0
	<hr/>	<hr/>
	718,000	718,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BOARD REPORT / BUDGET TRANSFERS

From 10 / 1 / 2011 To 10 / 31 / 2011

Board Meeting on 12 / 5 / 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".

<u>Object Category</u>	<u>Description</u>	<u>From</u>	<u>To</u>
	<u>Appropriation Account</u>		
5000	OPERATING EXPENSES AND SERVICES		\$50,000
7900	CONTINGENCY OR RESERVE	\$50,000	
	Total Transfer	\$50,000	\$50,000

RECOMMENDATION

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

Fund 61: Property and Liability Fund

bc11pn1012c	10/12/2011	B008491	<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES		0	50,000
7900	CONTINGENCY OR RESERVE		50,000	0
			<hr/>	<hr/>
			50,000	50,000

Reason: Adjustment
Description: Risk Mgmt The Wright Group

Summary by Major Object for Fund 61

		<u>From</u>	<u>To</u>
5000	OPERATING EXPENSES AND SERVICES	0	50,000
7900	CONTINGENCY OR RESERVE	50,000	0
		<hr/>	<hr/>
		50,000	50,000

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: December 5, 2011
Re:	Receive the District Audit Report for the Fiscal Year ended June 30, 2011	
Action:	Request to Receive and Accept	

BACKGROUND

Pursuant to Education Code Section 84040(b) and OMB Circular A-133, the governing board of each community college district shall provide for an annual audit of all funds, books, and accounts of the district. The District contracted with Vicenti, Lloyd & Stutzman, LLP to provide the independent auditing services required.

The audit report is broken down into seven major categories as follows: (1) Independent Auditors' Report; (2) Management's Discussion and Analysis; (3) Basic Financial Statements; (4) Notes to Financial Statements; (5) Supplementary Information; (6) Other Independent Auditors' Reports; and (7) Findings and Recommendations.

ANALYSIS

The auditors will present the District's financial audit and Proposition 39 Bond Financial and Performance audits. The report was presented and fully discussed at the Board Fiscal Audit Review Committee meeting on November 29, 2011.

RECOMMENDATION

It is recommended that the Board of Trustees receive and accept the Rancho Santiago Community College District Audit Report for the fiscal year ended June 30, 2011 as presented.

Fiscal Impact:	Not applicable	Board Date: December 5, 2011
Prepared by:	Adam M. O'Connor, Interim Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Adoption of Resolution No. 11-53 – Increase the Statutory Minimum Retention Amounts for Bid # 1179 Road Alignment, Cul-de-Sac, Parking Lot Expansion, New Soccer and Football Facilities projects at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

On January 17, 2012, the Board will be asked to award a contract to the lowest qualified bidder for Bid #1179, College Avenue Street Alignment, Cul-de-Sac, parking lot expansion, Soccer Field and Football Facilities at Santa Ana College.

ANALYSIS:

As of October 9, 2011, Public Contract Code section 7201 (b)(1) was amended to read that the total retention proceeds withheld from any payment by a public entity from the original contractor shall not exceed five percent of the contract price. An exception is noted when the governing board of a community college district approves a finding that a project is shown to be substantially complex, the district may require a higher retention amount.

Bid #1179 is considered by staff to be substantially complex with various phases to be completed in its scope with an estimated construction cost of \$8,000,000.00. For that reason it is requested that retention for this project be ten percent of the contract price.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 11-53 to Increase of the Statutory Minimum Retention Amounts for Bid # 1179 Road Alignment, Cul-de-Sac, Parking Lot Expansion, new Soccer and Football Facilities projects at Santa Ana College to ten percent as presented.

Fiscal Impact:	N/A	Board Date: December 5, 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	

RESOLUTION TO DETERMINE AND FIND BID # 1179 ROAD ALIGNMENT/ CUL-DE-SAC AND PARKING LOT EXPANSION AND BID # 1179 NEW SOCCER AND FOOTBALL FACILITIES PROJECTS SUBSTANTIALLY COMPLEX, AND TO INCREASE THE STATUTORY MINIMUM RETENTION AMOUNTS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 11-53

WHEREAS, the Rancho Santiago Community College District (“District”) intends on competitively bidding and awarding a contract for Bid # 1179 Road Alignment/ Cul-de-Sac and Parking Lot Expansion and Bid # 1179 New Soccer and Football Facilities projects (collectively, “Project”);

WHEREAS, Public Contract Code section 7201(b)(1) states that retention proceeds withheld from any payment by a public entity from the original contractor shall not exceed five percent of the payment;

WHEREAS, Public Contract Code section 7201(b)(1) states that the total retention proceeds withheld from any payment by a public entity from the original contractor shall not exceed five percent of the contract price;

WHEREAS, Public Contract Code section 7201(b)(4) states that the retention proceeds withheld from any payment by a community college district may exceed five percent on specific projects where the governing board approves a finding during a properly noticed and normally scheduled board meeting and prior to bid that the projects are substantially complex and therefore, requires a higher retention amount, and the community college district includes such findings and the actual retention amount in the bid documents;

WHEREAS, the Governing Board of Trustees of the District hereby determines and finds that the Project is substantially complex and requires a higher retention amount than five percent based on the specific facts set forth in this Resolution;

WHEREAS, the Governing Board of Trustees of the District hereby determines and finds that since the Project is substantially complex, retention proceeds to be withheld from the original contractor shall not exceed ten percent, and that the total retention proceeds to be withheld from the original contractor shall not exceed ten percent;

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE:

Section 1. The above recitals are true and correct.

Section 2. In accordance with Public Contract Code section 7201, the Governing Board of the District hereby determines and finds that the Project is substantially complex based on the following facts:

- a. The cul-de-sac at 15th Street required under the Phase 1 Site Phasing/Logistics Plan will be complex as it must be constructed in two separate phases (Phase A and Phase B). Phase A must be built first as shown on site phasing/ logistics plan to accommodate vehicle travel for neighborhood residents to and from the existing alleyway/garage to 15th Street. After completion of Phase A of the cul-de-sac and the Martha Lane cul-de-sac, Phase B of the cul-de-sac must be completed as indicated in the construction documents.
- b. The sewer line realignment required under the Phase 2 Site Phasing/Logistics Plan will be complex as approximately 500 linear feet of the 12 inch sewer main line must be removed and replaced at a depth of approximately 10 feet deep. This line is currently connected to the City of Santa Ana main line. The line will be temporarily blocked in order to make the transition, and this transition must be completed in a timely manner without delays to eliminate back-up in the City main line.
- c. Phase 3 of the Site Phasing/Logistics Plan is complex in that it requires coordination with S.C.E. and AT&T related to the overhead power/telephone relocation to a new underground system with trench lines, conduits and pull boxes. This work must be complete in a timely manner without delays in order to start critical path work including, but not limited to, the soccer field and perimeter block walls. Also, the soccer field drainage system must be completed by a qualified installer in order for Turf MFG to guarantee/warranty the synthetic turf to be installed. Finally, the underground drainage system must be inspected and monitored closely and the contractor(s) performing this work must have at least (5) years' experience in installing these types of drainage systems.

Section 3. As the Project is determined and found to be substantially complex, the Governing Board of the District hereby approves retention proceeds to be withheld from the original contractor shall not exceed ten percent and that the total retention proceeds to be withheld from the original contractor shall not exceed ten percent.

Section 4. The bid documents for the Project will include this Resolution and will state that the retention proceeds to be withheld from the original contractor shall not exceed ten percent and that the total retention proceeds to be withheld from the original contractor shall not exceed ten percent.

Section 5. That this Resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Governing Board of Trustees of the Rancho Santiago Community College District on Monday, December 5, 2011, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

I, _____, Secretary of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Secretary

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Southern California Edison Company Electrical Facilities at the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

As a part of the completion of the Athletic/Aquatic Complex at SCC, additional electrical facilities are required and to be provided by the Southern California Edison Company (SCE).

ANALYSIS:

The District has obtained a proposal from Southern California Edison to install a 12 KV electrical meter and provide electrical service to meet the Athletic/Aquatic Complex requirements for \$50,750.36. These costs are SCE non-binding estimates and the actual amounts will be determined after the work has been completed.

RECOMMENDATION:

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

Fiscal Impact:	\$ 50,750.36	Board Date: December 5, 2011
Prepared by:	Darryl 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	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Additional Geotechnical Observation & Testing Services for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 26, 2010, the Board of Trustees approved an agreement with Ninyo & Moore to provide geotechnical observation and testing services for the Humanities Building at Santiago Canyon College.

ANALYSIS:

Ninyo & Moore have estimated that approximately 85% of the observation and testing has been completed. This estimate is for the 15% of geotechnical services remaining for completion of this project and adds an additional \$15,000.00 to the original contract amount of \$61,751.00. The new contract total for this project is \$76,751.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the additional fees for Ninyo & Moore, geotechnical observation and testing services for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$15,000.00	Board Date: December 5, 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	

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Additional Geotechnical Observation & Testing Services for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 26, 2010, the Board of Trustees approved an agreement with Ninyo & Moore to provide geotechnical observation and testing services for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

Ninyo & Moore have estimated that approximately 85% of the observation and testing has been completed. This estimate is for the 15% of geotechnical services remaining for completion of this project and adds an additional \$12,000.00 to the original contract amount of \$68,968.00. The new contract total for this project is \$80,968.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the additional fees for Ninyo & Moore, geotechnical observation and testing services for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$12,000.00	Board Date: December 5, 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	

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Change Order #4, Bid #1140 – Plumbing for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Interpipe Contracting, Inc. for Bid #1140, plumbing 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 #4.

Change Order #4 increases the contract by \$3,241.00. The revised contract amount is \$819,290.00. 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 8.507% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #4, Bid #1140 for Interpipe Contracting, Inc., plumbing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$3,241.00	Board Date: December 5, 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	

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Change Order #3, Bid #1151 – Earthwork for the Loop Road Extension at Santiago Canyon College	
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 #3.

Change Order #3 increases the contract by \$6,459.00. The revised contract amount is \$153,859.00. 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 -2.243% 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 #1151 for Southern California Grading, Inc., earthwork for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$6,459.00	Board Date: December 5, 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	

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Notice of Completion, Bid #1134, Tropical Plaza Nursery – Landscaping, Santiago Canyon Entry and Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On July 13, 2011, the District approved a contract with Tropical Plaza Nursery as the completion contractor for Sierra Landscape to complete the landscaping portion of the Santiago Canyon Entry and Parking Lot at Santiago Canyon 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 was substantially complete on January 24, 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 \$16,573.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the landscaping portion of the Santiago Canyon Entry and Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: December 5, 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	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Notice of Completion, Bid #1134, Sierra Landscape – Landscaping, Santiago Canyon Entry & Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On May 13, 2010, the District approved a contract with Sierra Landscape to complete the landscaping portion of the Science Building at Santiago Canyon 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 was substantially complete on January 24, 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 \$466,900.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the landscaping portion of the Santiago Canyon Entry & Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: December 5, 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	

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Notice of Completion, Bid #1136, Guy Yokom Construction, Inc. – Concrete, Santiago Canyon Entry & Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 26, 2011, the District approved a contract with Guy Yokom Construction, Inc. as completion contractor for Tidwell Concrete to complete the concrete portion of the Santiago Canyon Entry & Parking Lot at Santiago Canyon 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 was substantially complete on January 24, 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 \$15,526.22.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the concrete portion of the Santiago Canyon Entry & Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: December 5, 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	

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Notice of Completion, Bid #1138, Blazing Industrial Steel, Inc. – Structural Steel, Santiago Canyon Entry & Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On May 4, 2010, the District approved a contract with Blazing Industrial Steel, Inc. to complete the structural steel portion of the Santiago Canyon Entry & Parking Lot at Santiago Canyon 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 was substantially complete on January 24, 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 \$2,500.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the structural steel portion of the Santiago Canyon Entry & Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: December 5, 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	

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Notice of Completion, Bid #1146, Inland Building Construction Co., Inc. – Framing/Elevators, Santiago Canyon Entry & Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On May 21, 2010, the District approved a contract with Inland Building Construction Co., Inc. to complete the framing/elevators portion of the Santiago Canyon Entry & Parking Lot at Santiago Canyon 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 was substantially complete on January 24, 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.

The scope of work for this project included painting of the back-flow preventer and the fire hydrants. Total cost of the project was \$3,000.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the framing/elevators portion of the Santiago Canyon Entry & Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: December 5, 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	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Notice of Completion, Bid #1151, Southern California Grading, Inc. – Earthwork, Santiago Canyon Entry & Parking Lot at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On April 22, 2010, the District approved a contract with Southern California Grading, Inc. to complete the earthwork portion of the Santiago Canyon Entry & Parking Lot at Santiago Canyon 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 was substantially complete on January 24, 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 \$314,127.00.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the earthwork portion of the Santiago Canyon Entry & Parking Lot at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: December 5, 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	

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Approve iParadigms, LLC Contract	
Action:	Request for Action	

BACKGROUND

With the support of the Technology Advisory Committee, the colleges desire a tool to assist in the prevention of plagiarism when students are submitting academic assignments.

ANALYSIS

The Turnitin service, from iParadigms, LLC, provides a plagiarism-prevention tool that allows academic institutions to easily determine if students are writing and submitting original work. Utilizing their unique technology, Turnitin searches the Internet, as well as their proprietary databases of papers and digital texts for sources of potential plagiarism. The service then generates a custom originality report that highlights and provides links to any textual matches found on the Internet, in their database of previously submitted papers, and/or in the proprietary databases of subscription-based publication material from content aggregators with whom iParadigms has partnered. Obtaining a district-wide license will allow the Santa Ana College and Santiago Canyon College to use the Turnitin tool within the Blackboard Learning Management tool.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement from iParadigms, LLC in the amount of \$48,516.72 as presented.

Fiscal Impact:	\$48,516.72	Board Date: December 5, 2011
Prepared by:	Sylvia LeTourneau, Assistant Vice Chancellor of Information Technology Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Dr. Raúl Rodríguez, Chancellor	



SERVICES PRICING AGREEMENT

This **Services Pricing Agreement** (“SPA”) is entered into between iParadigms, LLC and **Rancho Santiago Community College District** as of November 10, 2011.

PRICING: Institution agrees to pay a **services fee** (Fee) in the amount of \$48,516.72 US for a Turnitin License for two campuses (Santa Ana College and Santiago Canyon College) for the Term. The Service shall include unlimited submissions of papers, unlimited classes and unlimited originality reports for up to 16,368 students.

TERM: The term is 18 months, from January 1, 2012 to June 30, 2013.

All payments are due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by California law.

ACKNOWLEDGED AND AGREED, as of the Effective Date: _____

IPARADIGMS, LLC

By: _____

Print Name: George Mazzotta

Print Title: Chief Financial Officer

1111 Broadway 3rd Fl

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: _____

Print Title: _____

2323 N Broadway

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

To:	Board of Trustees	Date:	December 5, 2011
Re:	Adoption of Resolution No. 11-52 – Increase of the Statutory Minimum Retention Amount for Bid #1183 District-Wide Video Surveillance Security System, Installation and Integration		
Action:	Request for Approval		

BACKGROUND:

In January 2012, the Board will be asked to award a contract to the lowest qualified bidder for Bid #1183 – District-Wide Video Surveillance Security System, Installation and Integration.

ANALYSIS:

As of October 9, 2011, Public Contract Code section 7201 (b)(1) was amended to read that the total retention proceeds withheld from any payment by a public entity from the original contractor shall not exceed five percent of the contract price. An exception is noted when the governing board of a community college district approves a finding that a project is shown to be substantially complex, the district may require a higher retention amount.

Bid #1183 is considered by staff to be substantially complex with various phases to be completed and reaching in its scope with an estimated cost of \$3,500,000.00. For that reason, it is requested that retention amount for this project be ten percent of the contract price.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 11-52 to Increase the Statutory Minimum Retention Amount for Bid #1183 District-Wide Video Surveillance Security System, Installation and Integration to ten percent as presented.

Fiscal Impact:	N/A	Board Date:	December 5, 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		

RESOLUTION TO DETERMINE AND FIND BID #1183 DISTRICT-WIDE VIDEO SURVEILLANCE SECURITY SYSTEM, INSTALLATION AND INTEGRATION PROJECT SUBSTANTIALLY COMPLEX, AND TO INCREASE THE STATUTORY MINIMUM RETENTION AMOUNTS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 11-52

WHEREAS, the Rancho Santiago Community College District (“District”) intends on competitively bidding and awarding a contract for Bid #1183 District-Wide Video Surveillance Security System, Installation and Integration project (“Project”);

WHEREAS, Public Contract Code section 7201(b)(1) states that retention proceeds withheld from any payment by a public entity from the original contractor shall not exceed five percent of the payment;

WHEREAS, Public Contract Code section 7201(b)(1) states that the total retention proceeds withheld from any payment by a public entity from the original contractor shall not exceed five percent of the contract price;

WHEREAS, Public Contract Code section 7201(b)(4) states that the retention proceeds withheld from any payment by a community college district may exceed five percent on specific projects where the governing board approves a finding during a properly noticed and normally scheduled board meeting and prior to bid that the projects are substantially complex and therefore, requires a higher retention amount, and the community college district includes such findings and the actual retention amount in the bid documents;

WHEREAS, the Governing Board of Trustees of the District hereby determines and finds that the Project is substantially complex and requires a higher retention amount than five percent based on the specific facts set forth in this Resolution;

WHEREAS, the Governing Board of Trustees of the District hereby determines and finds that since the Project is substantially complex, retention proceeds to be withheld from the original contractor shall not exceed ten percent, and that the total retention proceeds to be withheld from the original contractor shall not exceed ten percent;

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT DOES HEREBY RESOLVE:

Section 1. The above recitals are true and correct.

Section 2. In accordance with Public Contract Code section 7201, the Governing Board of the District hereby determines and finds that the Project is substantially complex based on the following facts:

- a. The Contractor must execute its scope of work at multiple locations with overlapping schedules. The Contractor must prepare and establish an approved project schedule in two phases in conjunction with the District's IT management and facilities staff, and coordinate with individual campus facilities, security and IT staff. Some of the work will have to be executed simultaneously at different sites with multiple crews.
- b. The Contractor must minimize operational impacts due to construction activities. There is increased campus operation risk due to the significant quantity of installation and construction work scope that must occur in and on the exterior of classrooms and other campus buildings. Much of this work must be scheduled during campus non-operation hours, evenings, etc. to avoid noise and safety risk to students and staff. This requires increased quality control monitoring risks and potential impact to facility use if the Contractor does not maintain its schedule and complete the work in a timely manner.
- c. Parking lot impacts. The Contractor must schedule and complete work in these areas to minimize impacts to parking area access during campus operation periods, and must work closely with the campus facilities and security department at each individual site.
- d. Warranties and equipment operation training. The project includes multiple campus locations. District facilities staff, District IT staff, and individual campus facilities and operations staff will all require education and training related to equipment warranties and operation training. Since the majority of this scope of work includes installation of sensitive equipment, proper operation and maintenance, training is a critical component to the successful longevity of all equipment.
- e. The camera network video management system requires detailed coordination and programming at the end stages of the work which is critical to the success of the project.

Section 3. As the Project is determined and found to be substantially complex, the Governing Board of the District hereby approves retention proceeds to be withheld from the original contractor shall not exceed ten percent and that the total retention proceeds to be withheld from the original contractor shall not exceed ten percent.

Section 4. The bid documents for the Project will include this Resolution and will state that the retention proceeds to be withheld from the original contractor shall not exceed ten percent and that the total retention proceeds to be withheld from the original contractor shall not exceed ten percent.

Section 5. That this Resolution shall be effective as of the date of its adoption.

PASSED AND ADOPTED by the Governing Board of Trustees of the Rancho Santiago Community College District on December 5, 2011, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

I, _____, Secretary of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing is a full, true and correct copy of a resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which resolution is on file in office of said Board.

Secretary

BILL NUMBER: SB 293 CHAPTERED
BILL TEXT

CHAPTER 700

FILED WITH SECRETARY OF STATE OCTOBER 9, 2011
APPROVED BY GOVERNOR OCTOBER 9, 2011
PASSED THE SENATE SEPTEMBER 8, 2011
PASSED THE ASSEMBLY SEPTEMBER 7, 2011
AMENDED IN ASSEMBLY SEPTEMBER 2, 2011
AMENDED IN ASSEMBLY AUGUST 26, 2011
AMENDED IN ASSEMBLY AUGUST 15, 2011
AMENDED IN ASSEMBLY JULY 5, 2011
AMENDED IN ASSEMBLY JUNE 21, 2011
AMENDED IN ASSEMBLY JUNE 13, 2011
AMENDED IN ASSEMBLY JUNE 2, 2011
AMENDED IN SENATE MARCH 25, 2011

INTRODUCED BY Senator Padilla

FEBRUARY 14, 2011

An act to amend Section 7108.5 of the Business and Professions Code, to amend Sections 8612 and 9560 of, and to amend and repeal Section 3252 of, the Civil Code, and to amend Sections 10262 and 10262.5 of, to amend, repeal, and add Section 10261 of, and to add and repeal Section 7201 of, the Public Contract Code, relating to payment bonds.

LEGISLATIVE COUNSEL'S DIGEST

SB 293, Padilla. Payment bonds: laborers.

(1) Existing law requires that, for private and public works of improvement, and in a public works contract, a prime contractor or subcontractor pay to any subcontractor, not later than 10 days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amount allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein, as prescribed.

This bill would, instead, require that those amounts be paid not later than 7 days after receipt of each progress payment.

(2) Existing law, until July 1, 2012, requires, with regard to a contract entered into on or after January 1, 1995, in order to enforce a claim upon any payment bond given in connection with a public work, that a claimant give the 20-day public work preliminary bond notice, as provided. Existing law further authorizes a claimant, if the 20-day public work preliminary bond notice was not given as prescribed by statute, to enforce a claim by giving written notice to the surety and the bond principal, as provided, within 15 days after recordation of a notice of completion, or if no notice of completion has been recorded, within 75 days after completion of the work of improvement.

This bill would provide, with regard to a contract entered into on or after January 1, 2012, and until July 1, 2012, if the 20-day public work preliminary bond notice was required to be given by a

(5) Existing law contains various provisions relating to contracts for the performance of public works of improvement, including provisions for the payment of progress payments and the disbursing and withholding of retention proceeds. Existing law prohibits progress payments upon these contracts from being made in excess of 95% of the percentage of actual work completed plus a like percentage of the value of material delivered, as specified, and requires the Department of General Services to withhold not less than 5% of the contract price until final completion and acceptance of the project.

This bill would instead, until January 1, 2016, prohibit progress payments upon these contracts from being made in excess of 100% of the percentage of actual work completed, and would permit the Department of General Services to withhold not more than 5% of the contract price until final completion and acceptance of the project, except as specified.

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 7108.5 of the Business and Professions Code is amended to read:

7108.5. (a) A prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount.

(b) Any violation of this section shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

(c) In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs.

(d) The sanctions authorized under this section shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

(e) This section applies to all private works of improvement and to all public works of improvement, except where Section 10262 of the Public Contract Code applies.

SEC. 2. Section 3252 of the Civil Code is amended to read:

3252. (a) With regard to a contract entered into on or after January 1, 1995, in order to enforce a claim upon any payment bond given in connection with a public work, a claimant shall give the 20-day public work preliminary bond notice as provided in Section 3098.

(b) On and after January 1, 1995, and before July 1, 2012, if the 20-day public work preliminary bond notice was not given as provided in Section 3098, a claimant may enforce a claim by giving written notice to the surety and the bond principal as provided in Section 3227 within 15 days after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond principal is extended to 75

with the general contractor to whom the claimant has provided materials or services has been terminated from the project pursuant to the contract, and all progress payments, except those disputed in good faith, have been made as of the termination date.

(e) Pursuant to Section 8200, this section shall not apply to a laborer, as defined under Section 8024.

(f) This section shall become operative on July 1, 2012.

SEC. 4. Section 9560 of the Civil Code is amended to read:

9560. (a) In order to enforce a claim against a payment bond, a claimant shall give the preliminary notice provided in Chapter 3 (commencing with Section 9300).

(b) If preliminary notice was not given as provided in Chapter 3 (commencing with Section 9300), a claimant may enforce a claim by giving written notice to the surety and the bond principal within 15 days after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond principal is extended to 75 days after completion of the work of improvement.

(c) Commencing July 1, 2012, and except as provided in subdivision (b), if the preliminary notice was required to be given by a person who has no direct contractual relationship with the contractor, and who has not given notice as provided in Chapter 3 (commencing with Section 9300), that person may enforce a claim by giving written notice to the surety and the bond principal, as provided in Section 9562, within 15 days after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond principal is extended to 75 days after completion of the work of improvement.

(d) Subdivision (c) shall not apply in either of the following circumstances:

(1) All progress payments, except for those disputed in good faith, have been made to a subcontractor who has a direct contractual relationship with the general contractor to whom the claimant has provided materials or services.

(2) The subcontractor who has a direct contractual relationship with the general contractor to whom the claimant has provided materials or services has been terminated from the project pursuant to the contract, and all progress payments, except those disputed in good faith, have been made as of the termination date.

(e) Pursuant to Section 9300, this section shall not apply to a laborer, as defined under Section 8024.

(f) This section shall become operative on July 1, 2012.

SEC. 5. Section 7201 is added to the Public Contract Code, to read:

7201. (a) (1) This section shall apply with respect to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder, relating to the construction of any public work of improvement.

(2) Under no circumstances shall any provision of this section be construed to limit the ability of any public entity to withhold 150 percent of the value of any disputed amount of work from the final payment, as provided for in subdivision (c) of Section 7107. In the event of a good faith dispute, nothing in this section shall be construed to require a public entity to pay for work that is not approved or accepted in accordance with the proper plans or specifications.

a subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld shall not exceed the percentage specified in the contract between the department and the original contractor.

(c) A party identified in subdivision (a) shall not require any other party to waive any provision of this section.

(d) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

SEC. 6. Section 10261 of the Public Contract Code is amended to read:

10261. (a) Payments upon contracts shall be made as the department prescribes upon estimates made and approved by the department, but progress payments shall not be made in excess of 100 percent of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to or under the control of the state, and unused, except as otherwise provided in this section. The department shall withhold not more than 5 percent of the contract price until final completion and acceptance of the project. However, at any time after 95 percent of the work has been completed, the department may reduce the funds withheld to an amount not less than 125 percent of the estimated value of the work yet to be completed, as determined by the department, if the reduction has been approved, in writing, by the surety on the performance bond and by the surety on the payment bond. The Controller shall draw his or her warrants upon estimates so made and approved by the department and the Treasurer shall pay them. The funds may be released by electronic transfer if that procedure is requested by the contractor, in writing, and if the public entity has, in place at the time of the request, the mechanism for the transfer.

(b) Notwithstanding this section, when the director of the department has made a finding prior to the bid that a specified project is substantially complex and therefore requires a higher retention amount than 5 percent, and the department includes both this finding and the actual retention amount in the bid documents, then payments upon contracts by the department shall be made as the department prescribes upon estimates made and approved by the department. However, progress payments shall not be made in excess of 95 percent of the percentage of actual work completed, plus a like percentage of the value of material delivered on the ground or stored, subject to, or under the control of the state, and unused, except as otherwise provided in this section. At any time after 95 percent of the work has been completed, the department may reduce the funds withheld to an amount not less than 125 percent of the estimated value of the work yet to be completed, as determined by the department, if the reduction has been approved, in writing, by the surety on the performance bond and by the surety on the payment bond. The Controller shall draw his or her warrants upon estimates so made and approved by the department and the Treasurer shall pay them with funds appropriated therefor. The funds may be released by electronic transfer if that procedure is requested by the contractor, in writing, and if the public entity has, in place at the time of the request, the mechanism for the transfer.

(c) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted

be entitled to his or her attorney's fees and costs.

(b) This section shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to a contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by a contractor or deficient subcontract performance or nonperformance by a subcontractor.

(c) On or before September 1 of each year, the head of each state agency shall submit to the Legislature a report on the number and dollar volume of written complaints received from subcontractors and prime contractors on contracts in excess of three hundred thousand dollars (\$300,000), relating to violations of this section.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS AND FISCAL SERVICES

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Lease Agreement with StikCo Labs, LLC	
Action:	Request for Approval	

BACKGROUND

The District operates a business incubator for start-up digital media companies at the Digital Media Center (DMC). The incubator was developed as a result of grant funding received from the U.S. Department of Commerce, Economic Development Administration.

ANALYSIS

StikCo Labs is focused on the opportunities of creating an "EventWeb", or a social network of events, rather than just people. The company is developing a range of consumer social media services that are both algorithmically-driven and user-enhanced layers of social events and experiences, designed to enhance today's social media services like Facebook, Twitter, Google+ and others.

The recommended lease is for one year: November 10, 2011- November 10, 2012.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with StikCo Labs, LLC and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District.

Fiscal Impact: \$6,487.20	Board Date: December 5, 2011
Prepared by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

INTERNET/NETWORK USE GUIDELINES

The Digital Media Center Internet/Network Use Guidelines ("DMC INUG") applies to all Digital Media Center ("DMC") personnel, tenants, affiliates and guests (each a "tenant" and collectively "tenants"). Each tenant's use of the DMC's systems and network, including the wireless network, are subject to the binding legal terms set forth in the DMC INUG. The DMC may update the DMC INUG from time to time without giving tenants any prior notice nor shall the DMC be required to obtain any tenant's prior written consent to any amendment. The most current version of the DMC INUG will be legally binding on each tenant. Unless the DMC notifies tenants otherwise, any new features to the DMC's systems and network will be subject to the DMC INUG.

BY USING THE DMC'S SYSTEMS AND NETWORK, TENANTS AGREE TO BE LEGALLY BOUND BY THE DMC INUG. IF ANY TENANT DOES NOT AGREE WITH ANY TERMS OR CONDITION OF THE DMC INUG AS THEN IN EFFECT, SUCH TENANT IS NOT AUTHORIZED TO USE THE DMC'S SYSTEMS OR NETWORK FOR ANY PURPOSE.

Objectives

The DMC INUG has been developed with the following objectives in mind:

1. To ensure the security, reliability and privacy of the DMC systems and networks, as well as the private networks and systems of certain tenants.
2. To maintain the image and reputation of the DMC as a responsible network provider.
3. To preserve valuable Internet resources as a conduit for free expression.
4. To encourage the responsible use of Internet resources and discourage practices, which degrade the usability of network resources, and thus the value of Internet services.
5. To protect the DMC from civil or criminal liability arising out of inappropriate use of internet resources.
6. To preserve the privacy and security of individual network users. Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
7. To ensure that DMC tenants protect the rights and privileges of all Internet users by adhering to the DMC INUG.

VIOLATION OF ANY OF THE FOLLOWING GUIDELINES IS STRICTLY PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF INTERNET ACCESS BY THE OFFENDING USER.

If you have any question as to whether a contemplated use or action is permitted, please contact a DMC representative who will assist you. The following paragraphs named (General Conduct, System and Network Usage Security, etc.) are subjected to update.

General Conduct

- Tenants are expected to use the Internet with courtesy and responsibility as well as to use appropriate Internet etiquette.
- No firewall is provided on the DMC network. Tenants must use their own firewall to protect their own private network.
- Tenants are required to use current antivirus software to protect all hardware connected to the DMC networks.
- Tenants are prohibited from transmitting on or through any DMC services, any material that is unlawful, threatening, abusive, or libelous. DMC tenants are expressly prohibited from encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international standards, laws, statutes or regulations.
- The DMC's services may only be used for lawful purpose. Transmission, distribution, or storage of any information, data or material in violation of international, federal or state regulations or laws, is expressly prohibited. This policy expressly includes material protected by copyrights, trademarks, trade secret, or any other statute.
- Tenants may not engage in any tortuous conduct, including, but not limited to, posting of defamatory, scandalous, or private information about a person without express consent, intentionally inflicting emotional distress, or making physical threats against another person via e-mail, news, or any other electronic media/service provided by the DMC.
- Tenants are responsible for providing and maintaining accurate and current information on the Internet. Furnishing false data on an application, agreement or form, or including fraudulent use of any credit card numbers, is grounds for immediate termination of Internet service, and may subject the offender to civil or criminal liability.

Systems and Network Usage Security

- Tenants may not attempt to circumvent user authentication or security of any host, network, or account ("cracking"). This includes, but is not limited to, accessing data not intended for the tenant, logging into a server or account the tenant is not expressly authorized to access, or probing the security of other networks.
- Tenants may not attempt to interfere with service to any user, host, or network ("denial of service attacks"). This includes, but is not limited to: "flooding" of networks, deliberate attempts to overload service, and attempts to "crash" a host.

- Tenants may not use any kind of program/script/command, or send messages of any kind, designated to interfere with a user's terminal session, via any means, locally or via the internet.
- Tenants must safeguard their account passwords to prevent unauthorized access to their accounts.

NOTE: Users who violate systems or network security may incur criminal or civil liability. The DMC will cooperate fully with all investigations of violations of systems or network security at other sites, including cooperation's with law enforcement authorities in the investigation of suspected criminal violations.

E-mail

- Any email harassment by language, frequency, or size of messages, is expressly prohibited.
- Tenants may not send e-mail to any person who does not wish to receive it. If a recipient asks to stop receiving e-mail, the tenant must immediately stop any further e-mail messages.
- Tenants are expressly forbidden to send unsolicited bulk mail messages ("junk mail" or "Spam"). This includes, but is not limited to, bulk mailing of commercial advertising, informational announcements, and political tracts. Such material may only be sent to individuals who have expressly requested it.
- Tenants may not forward or otherwise propagate or encourage chain letters.
- Malicious e-mail, including but not limited to "mail bombing" "(flooding a user or site with very large or numerous pieces of e-mail) and "trolling" (posting outrageous messages to generate numerous responses) is expressly prohibited.
- Forging header or any other identifying information is not permitted.
- Subscribing someone else to a mail list or removing someone else from a mail list without that person's express permission is prohibited.
- DMC accounts or services may not be used to collect replies to messages sent from another Internet Service Provider (ISP), where those messages violate the DMC INUG or the usage policy of the other provider.
- These rules and policies apply to any other Internet-based distribution mediums, including RLG's Ariel system (a system for sending FAX-like documents over the Internet).
- Tenants may not use mail services, mail-forwarding capabilities, POP accounts, or auto-responders other than those used for the tenants' specific accounts.

NOTE: The DMC operates under a strict NO SPAM policy regarding unsolicited e-mail. If any violation of this policy requires the intervention of the DMC, services will be immediately terminated. The DMC reserves the right to act as sole arbiter of appropriate Internet conduct.

VOIP (Voice Over Internet Protocol)

- VOIP is not available on the DMC network.

IRC (Internet Relay Chat)

- Tenants are prohibited from using or hosting IRC scripts, servers, or programs on DMC shared and dedicated server accounts.
- Neither IRC robots (bots” or “clones”), nor IRC sessions may be run from the DMC’s shared, dedicated, or co-location server accounts.
- The DMC is not liable for the content of any communication made on IRC.

General Use

- In consideration of others on the network, tenants are required to schedule large file downloads, and downloads from “slow” sites for after 6:00 PM on weekdays or on Saturday and Sunday. It is advised that you notify the DMC of these downloads in advance.
- Peer-to-peer file sharing (e.g. utilizing Bit Torrent, Napter, e-Mule, e-Donkey, Kazaa or similar software programs) is strictly prohibited. Tenant’s network administrators are responsible for ensuring that all tenant workstations adhere to this policy.
- Tenants are prohibited from using public hosted servers on the DMC network. The DMC Administrator reserves the right to immediately remove any public server on the DMC network in use by any tenant at any time, with or without warning.
- If assigned a static IP address, the tenant being assigned the static IP address may only use the assigned static IP address. Permission to use a static IP addresses is solely at the discretion of the DMC Administrator and can be revoked at any time, for any reason.
- Tenants are aware that the DMC’s bandwidth is shared by all the tenants. Tenants will use the bandwidth with the other tenants in mind.

Wireless Networks

- Tenants utilizing wireless networks within the DMC network are required to follow DMC protocol policies (provided upon request). Tenants with wireless networks are subject to periodic audits to ensure continued compliance. Failure to comply with wireless network protocols may result in termination of Internet service.
- Tenants are required to use wired equivalent privacy (WEP) protocol and not broadcast the service set identifier (SSID) of their wireless access point.

Server Room Access

- DMC shall not be in default under the lease or be liable for any damages directly or indirectly resulting from HVAC failures. The server room is offered to tenants out of courtesy and all use by the tenants is at their own risk. DMC provides no warranties as to the functionality, suitability or reliability of the DMC’s system and network for the uses

of any of the tenants, and provides access to the tenants on an “as is” basis. Server room can only be accessed by the CEO or equivalent of the tenant whose server is located in the DMC server room.

- DMC shall not be liable under any circumstances for a loss of or injury to property or business occurring through or in connection with or incidental to failure of the HVAC unit. In case of HVAC malfunction (e.g. not cooling), tenant shall give DMC prompt notice of any such malfunction upon becoming aware of any such problems.
- DMC shall have no liability to tenant for any damage, inconvenience, or interference with the use of the server room by other tenants.
- Tenant is responsible for the overall operation of its own equipment placed in the server room. Tenant must notify DMC administration before installing any new equipment in the DMC server room
- Tenant’s server computer must conform to the specifications set by the DMC administration and rack space available.
- Tenant shall not make any alteration, additions or improvement to the server racks provided by the DMC.
- DMC reserves the right to refuse access or use of the server room at its discretion.

Material and Product Requirements

- The use of the DMC’s service requires knowledge about the use of Internet languages, protocols, and software. The appropriate level of knowledge varies from tenant to tenant depending on the anticipated use of the system for business purposes. Tenants are required to have the necessary knowledge to maintain their networks and/or systems. It is not the responsibility of the DMC to provide this knowledge or customer support. The DMC will gladly refer the tenant to appropriate organizations and services providers with this expertise.

Privacy

- The DMC will attempt to protect the privacy of our tenants and information that is stored on our network. The DMC will only access and disclose information necessary to comply with applicable laws and government request, to operate and maintain our systems and services, or to protect the DMC and it tenants.

Remedies

- Each tenant is responsible for their actions and actions of their staff. Tenants are responsible for any cost or expenses to remedy a violation of these policies if the DMC staff or agents determine that a tenant was responsible.
- Continued violation of these polices may result in closing Internet access, fines, and/ or expulsion from the DMC.

THE DMC INUG DEFINES ACTIONS WHICH THE DMC CONSIDERS TO BE ABUSIVE, AND THUS, STRICTLY PROHIBITED. THE EXAMPLES SET FORTH IN THESE GUIDELINES IS NON-EXCLUSIVE, AND IS PROVIDED SOLELY FOR GUIDANCE TO THE DMC'S TENANTS.

If you are unsure whether any contemplated use or activity is prohibited, please contact a DMC representative for further assistance. Please note:

- Prohibited uses or activities are not permitted through other ISPs via any service hosted by the DMC or connected to the DMC network.
- Tenant's services may not be advertised via deceptive marketing practices, as defined by the Federal Trade Commission Deception Policy Statement.

The DMC further limits any exceptions made to the DMC INUG as secondary to the server and network security, performance and integrity of the system. Any user, regardless of exception status, may have his or her service disabled if it is interfering with the DMC servers or network.

Specific questions about this policy and reports of activity in violation of this policy should be specifically addressed to the DMC Director.

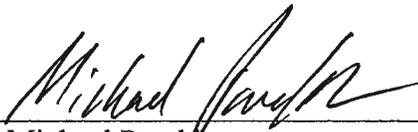
By signing this page, tenant confirms that the INUG has been read, understood and agrees to comply with the INUG, and to be subject to its terms, as may be updated from time to time by the DMC.

"LANDLORD"

**Rancho Santiago Community College
District**

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor, Bus.Ops/Fiscal Svcs.

"TENANT"

By: 
Name: Michael Parekh
Title: CEO, StikCo Labs, LLC

ORIGINAL

Digital Media Center LEASE

This lease between Rancho Santiago Community College District, a political subdivision of the State of California ("Landlord"), and StikCo Labs, LLC ("Tenant"), is dated November 10th, 2011.

1. LEASE OF PREMISES:

In consideration of the Rent (as defined at Section 5.4) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown by diagonal lines on the floor plan attached hereto as Exhibit "A" and further described at Section 2l. The Premises are located within the Building and Project described in Section 2m. Tenant shall have the non-exclusive right (unless otherwise provided herein) in common with Landlord, other tenants, sub-tenants and invitees, to use of the Common Areas (as defined at Section 2e).

2. DEFINITIONS:

As used in this Lease, the following terms shall have the following meanings:

- a. Base Rent (initial): \$ 6,487.20 per year.
- b. Base Year: The calendar year of 2011.
- c. Broker(s):
Landlord's: N/A
Tenant's: N/A
- d. Commencement Date: November 10, 2011
- e. Common Areas: the building lobbies, common corridors and hallways, restrooms, parking areas, stairways, elevators and other generally understood public or common areas. Landlord shall have the right to regulate or restrict the use of the Common Areas.
- f. Expense Stop: (fill in if applicable): \$ N/A
- g. Expiration Date: November 10, 2012 unless otherwise sooner terminated in accordance with provisions of this Lease.
- h. Index (Section 5.2): United States Department of Labor Bureau of Labor Statistics Consumer Price Index for All Urban Consumers, N/A Average, Subgroup "All Items" (1967 = 100).
- i. Landlord's Mailing Address: 2323 North Broadway, Room 112, Santa Ana, CA 92706-1640
Tenant's Mailing Address: 1300 S. Bristol Street, Santa Ana, CA 92704 #231
- j. Monthly Installments of Base Rent (initial): \$ 540.60 per month.
- k. Parking: Tenant shall be permitted upon payment of the then prevailing monthly rate (as set by Landlord from time to time) to park 4 cars on a non-exclusive basis in the area(s) designated by Landlord for parking. Tenant shall abide by any and all parking regulations and rules established from time to time by Landlord or Landlord's parking operator. Landlord reserves the right to separately charge Tenant's guests and visitors for parking.
- l. Premises: that portion of the Building containing approximately 318 Square Feet of Rentable Area, shown by diagonal lines on Exhibit "A" located on the 2nd floor of the Building known as Suite No. 223 & 231
- m. Project: the building of which the Premises are a part (the "Building") and any other buildings or improvements on the real property (the "Property") located at: 1300 South Bristol, Santa Ana, CA and further described at Exhibit "B". The Project is known as Digital Media Center.

- n. Rentable Area: as to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- o. Security Deposit (Section 7): \$ N/A.
- p. State: the State of California
- q. Tenant's First Adjustment Date (Section 5.2): the first day of the calendar month following the Commencement Date plus 12 months.
- r. Tenant's Proportionate Share: 0%. Such share is a fraction, the numerator of which is the Rental Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of 1 Building(s) containing a total Rentable Area of 10,000 square feet.
- s. Tenant's Use Clause (Article 8): General office
- t. Term: the period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA:

The exhibits and addenda listed below (unless lined out) are incorporated by reference in this Lease:

- a. Exhibit "A" - Floor Plan showing the Premises
- b. Exhibit "B" - Site Plan of the Project
- c. Exhibit "C" - Building Standard Work Letter
- d. Exhibit "D" - Rules and Regulations
- e. Addenda:

Internet/Network Use Policy

4. DELIVERY OF POSSESSION:

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, Landlord shall not be subject to any liability for such failure, the Expiration Date shall not change and the validity of this Lease shall not be impaired, but Rent shall be abated until delivery of possession. "Delivery of possession" shall be deemed to occur on the date Landlord completes Landlord's Work as defined in Exhibit "C". If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent.

5. RENT:

5.1 Payment of Base Rent: Tenant agrees to pay the Base Rent for the Premises to the DMC Director. Monthly Installments of Base Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, the Base Rent for the partial month shall be prorated on a per diem basis. Tenant shall pay Landlord via DMC Director the first Monthly Installment of Base Rent when Tenant executes the Lease.

5.2 Adjusted Base Rent:

- a. The Base Rent (and the corresponding Monthly Installments of Base Rent) set forth at Section 2a shall be adjusted annually (the "Adjustment Date"), commencing on Tenant's First Adjustment Date. Adjustments, if any, shall be based upon increases (if any) in the Index. The Index in publication three (3) months before the Commencement Date shall be the "Base Index". The Index in publication three (3) months before each Adjustment Date shall be the "Comparison Index". As of each Adjustment Date, the Base Rent payable during the ensuing twelve-month period shall be determined by increasing the initial Base Rent by a percentage equal to the percentage increase, if any, in the Comparison Index over the Base Index. If the Comparison Index for any Adjustment Date is equal to or less than the Comparison Index for the preceding Adjustment Date (or the Base Index, in the case of First Adjustment Date), the base Rent for the ensuing twelve-month period shall remain the amount of Base Rent payable during the preceding twelve-month period. When the Base Rent payable as of each Adjustment Date is determined, Landlord shall

promptly give Tenant written notice of such adjusted Base Rent and the manner in which it was computed. The Base Rent as so adjusted from time to time shall be the "Base Rent" for all purposes under this Lease.

- b. If at any Adjustment Date the Index no longer exists in the form described in this Lease, Landlord may substitute any substantially equivalent official index published by the Bureau of Labor Statistics or its successor. Landlord shall use any appropriate conversion factors to accomplish such substitution. The substitute index shall then become the "Index" hereunder.

5.3 Project Operating Costs:

- a. In order that the Rent payable during the Term reflects any increase in Project Operating Costs, Tenant agrees to pay to Landlord as Rent, Tenant's Proportionate Share of all increases in costs, expenses and obligations attributable to the Project and its operation, all as provided below.
- b. If, during any calendar year during the Term, Project Operating Costs exceed the Project Operating Costs for the Base Year, Tenant shall pay to Landlord, in addition to the Base Rent and all other payments due under this Lease, an amount equal to Tenant's Proportionate Share of such excess Project Operating Costs in accordance with provisions of this Section 5.3b.

1. The term "Project Operating Costs" shall include all those items described in the following subparagraphs (a) and (b).

(a) All taxes, assessments, water and sewer charges and other similar governmental charges levied on or attributable to the Building or Project or their operation, including without limitation, (i) real property taxes or assessments levied or assessed against the Building or Project, (ii) assessments or charges levied or assessed against the Building or Project by any redevelopment agency, (iii) any tax measured by gross rentals received from the leasing of the Premises, Building or Project, excluding any net income, franchise, capital stock, estate or inheritance taxes imposed by the State or federal government or their agencies, branches or departments; provided that if at any time during the Term any governmental entity levies, assesses or imposes on Landlord any (1) general or special, ad valorem or specific, excise, capital levy or other tax, assessment, levy or charge directly on the Rent received under this Lease or on the rent received under any other leases of space in the Building or Project, or (2) any license fee, excise or franchise tax, assessment, levy or charge measured by or based, in whole or in part, upon such rent, or (3) any transfer, transaction, or similar tax, assessment, levy or charge based directly or indirectly upon the transaction represented by this Lease or such other leases, or (4) any occupancy, use, per capita or other tax, assessment, levy or charge based directly or indirectly upon the use or occupancy of the Premises or other premises within the Building or Project, then any such taxes, assessments, levies and charges shall be deemed to be included in the term Project Operating Costs. If at any time during the Term the assessed valuation of, or taxes on, the Project are not based on a completed Project having at least eighty-five percent (85%) of the Rentable Area occupied, then the "taxes" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the taxes which would have been payable if the Project were completed and at least eighty-five percent (85%) occupied.

(b) Operating costs incurred by Landlord in maintaining and operating the Building and Project, including without limitation the following: costs of (1) utilities; (2) supplies; (3) insurance (including public liability, property damage, earthquake, and fire and extended coverage insurance for the full replacement cost of the Building and Project as required by Landlord or its lenders for the Project; (4) services of independent contractors; (5) compensation (including employment taxes and fringe benefits) of all persons who perform duties connected with the operation, maintenance, repair or overhaul of the Building or Project, and equipment, improvements and facilities located within the Project, including without limitation engineers, janitors, painters, floor waxers, window washers, security and parking personnel and gardeners (but excluding persons performing services not uniformly available to or performed for substantially all Building or Project Tenants); (6) operation and maintenance of a room for delivery and distribution of mail to Tenants of the Building or Project as required by the U.S. Postal Service (including, without limitation, an amount equal to the fair market rental value of the mail room premises); (7) management of the Building or Project, whether managed by Landlord or an independent contractor (including, without limitation, an amount equal to the fair

market value of any on-site manager's office); (8) rental expenses for (or a reasonable depreciation allowance on) personal property used in the maintenance, operation or repair of the Building or Project; (9) costs, expenditures or charges (whether capitalized or not) required by any governmental or quasi-governmental authority; (10) amortization of capital expenses (including financing costs)(i) required by a governmental entity for energy conservation of life safety purposes, or (ii) made by Landlord to reduce Project Operating Costs; and (11) any other costs or expenses incurred by Landlord under this Lease and not otherwise reimbursed by Tenants of the Project. If at any time during the Term, less than eighty-five percent (85%) of the Rentable Area of the Project is occupied, the "operating costs" component of Project Operating Costs shall be adjusted by Landlord to reasonably approximate the operating costs which would have been incurred if the Project had been at least eighty-five percent (85%) occupied.

2. Tenant's Proportionate Share of Project Operating Costs shall be payable by Tenant to Landlord as follows:
 - (a) Beginning with the calendar year following the Base Year and for each calendar year thereafter ("Comparison Year"), Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Project Operating Costs incurred by Landlord in the comparison Year which exceeds the total amount of Project Operating Costs payable by Landlord for the Base Year. This excess is referred to as the "Excess Expenses."
 - (b) To provide for current payments of Excess Expenses, Tenant shall, at Landlord's request, pay as additional rent during each Comparison Year, an amount equal to Tenant's Proportionate share of the Excess Expenses payable during such Comparison Year, as estimated by Landlord from time to time. Such payments shall be made in monthly installments, commencing on the first day of the month following the month in which Landlord notifies Tenant of the amount it is to pay hereunder and continuing until the first day of the month following the month in which Landlord gives Tenant a new notice of estimated Excess Expenses. It is the intention hereunder to estimate from time to time the amount of the Excess Expenses for each Comparison Year and Tenant's Proportionate Share thereof, and then to make an adjustment in the following year based on the actual Excess Expenses incurred for that Comparison Year.
 - (c) On or before April 1 of each Comparison Year after the first Comparison Year (or as soon thereafter as is practical), Landlord shall deliver to Tenant a statement setting forth Tenant's Proportionate Share of the Excess Expenses for the preceding comparison Year. If Tenant's Proportionate Share of the actual Excess Expenses for the previous Comparison Year exceeds the total of the estimated monthly payments made by Tenant for such year, Tenant shall pay Landlord the amount of the deficiency within ten (10) days of the receipt of the statement. If such total exceeds Tenant's Proportionate share of the actual Excess Expenses for such Comparison Year, then Landlord shall credit against Tenant's next ensuing monthly installment(s) of additional rent an amount equal to the difference until the credit is exhausted. If a credit is due from Landlord on the Expiration Date, Landlord shall pay Tenant the amount of the credit. The obligations of Tenant and Landlord to make payments required under this section 5.3 shall survive the Expiration Date.
 - (d) Tenant's Proportionate Share of Excess Expenses in any Comparison Year having less than 365 days shall be appropriately prorated.
 - (e) If any dispute arises as to the amount of any additional rent due hereunder, Tenant shall have the right after reasonable notice and at reasonable times to inspect Landlord's accounting records at Landlord's accounting office and, if after such inspection Tenant still disputes the amount of additional rent owed, a certification as to the proper amount shall be made by Landlord's certified public accountant, which certification shall be final and conclusive. Tenant agrees to pay the cost of such certification unless it is determined that Landlord's original statement overstated Project Operating Costs by more than five percent (5%).
 - (f) If this Lease sets forth an Expense Stop at Section 2f, then during the month Tenant shall be liable for Tenant's Proportionate Share of any actual Project Operating Costs which exceed the amount of the Expense Stop. Tenant shall make current payments of such excess costs during the Term in the same manner as is provided for payment of Excess Expenses under the applicable provisions of Section 5.3b(2)(b) and 8 above.

- 5.4 Definition of Rent: All costs and expenses which Tenant assumes or agrees to pay to Landlord under this Lease shall be deemed additional rent (which, together with the Base Rent is sometimes referred to as the "Rent"). The Rent shall be paid to the Building manager (or other person) and at such place, as Landlord may from time to time designate in writing, without any prior demand therefore and without deduction or offset, in lawful money of the United States of America.
- 5.5 Rent Control: If the amount of Rent or any other payment due under this Lease violates the terms of any governmental restrictions on such Rent or payment, then the Rent or payment due during the period of such restrictions shall be the maximum amount allowable under those restrictions. Upon termination of the restrictions, Landlord shall, to the extent it is legally permitted, recover from Tenant the difference between the amounts received during the period of the restrictions and the amounts Landlord would have received had there been no restrictions.
- 5.6 Taxes Payable by Tenant: In addition to the rent and any other charges to be paid by Tenant hereunder, Tenant shall reimburse Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonable attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Work made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

6. INTEREST AND LATE CHARGES:

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, the unpaid amounts shall bear interest at the maximum rate then allowed by law. Tenant acknowledges that the late payment of any Monthly Installment of Base Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease, including without limitation, administrative and collection costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Therefore, in addition to interest, if any such installment is not received by Landlord within ten (10) days from the date it is due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such installment. Landlord and Tenant agree that this late charge represents a reasonable estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered from such nonpayment by Tenant. Acceptance of any interest or late charge shall not constitute a waiver of Tenant's default with respect to such nonpayment by Tenant nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease.

7. SECURITY DEPOSIT:

Tenant agrees to deposit with Landlord the Security Deposit set forth in Section 2.0 upon execution of this Lease, as security for Tenant's faithful performance of its obligations under this Lease. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to pay any Rent or other amount when due and payable under this Lease, or fails to perform any of the terms hereof, Landlord may appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach, and Landlord may so apply or use this deposit without prejudice to any other remedy Landlord may have by reason of Tenant's default or breach. If Landlord so uses any of the security Deposit, Tenant shall, within ten (10) days after written demand therefore, restore the security deposit to the full amount originally deposited; Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for at article 27 hereof. Within fifteen (15) days after the term (or any extension thereof) has expired or Tenant has vacated the Premises, whichever shall last occur, and provided Tenant is not then in default on any of its obliga-

tions hereunder, Landlord shall return the security Deposit to Tenant, or, if Tenant has assigned its interest under this Lease, to the last assignee of Tenant. If Landlord sells its interest in the Premises, Landlord may deliver this deposit to the purchaser of Landlord's interest and thereupon be relieved of any further liability or obligation with respect to the Security Deposit.

8. TENANT'S USE OF THE PREMISES:

Tenant shall use the Premises solely for the purposes set forth in Tenant's Use Clause. Tenant shall not use or occupy the Premises in violation of law or any covenant, condition or restriction affecting the Building or Project or the certificate of occupancy issued for the Building or Project, and shall, upon notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or the certificate of occupancy. Tenant, at Tenant's own cost and expense, shall comply with all laws, ordinances, regulations, rules and/or any directions of any governmental agencies or authorities having jurisdiction which shall, by reason of the nature of Tenant's use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to the Premises or its use or occupation. A judgment of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant that Tenant has violated any such laws, ordinances, regulations, rules and/or directions in the use of the Premises shall be deemed to be a conclusive determination of that fact as between Landlord and Tenant. Tenant shall not do or permit to be done anything which will invalidate or increase the cost of any fire, extended coverage or other insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of the Insurance Services Office or any other organization performing a similar function. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for such policy by reason of Tenant's failure to comply with the provisions of this article. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9. SERVICES AND UTILITIES:

Provided that Tenant is not in default hereunder, Landlord agrees to furnish to the Premises during generally recognized business days, and during hours determined by Landlord in its sole discretion, and subject to the Rules and Regulations of the Building or Project, electricity for normal desk top office equipment and normal copying equipment, and heating, ventilation and air conditioning ("HVAC") as required in Landlord's judgment for the comfortable use and occupancy of the Premises. If Tenant desires HVAC at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant and Tenant shall pay Landlord's charges therefore on demand. Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building. Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall the Rent be abated by reason of (i) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, (ii) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (iii) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through or in connection with or incidental to failure to furnish any such services. If Tenant uses heat generating machines or equipment in the Premises which affect the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand by Landlord.

Tenant shall not, without the written consent of Landlord, use any apparatus or device in the Premises, including without limitation, electronic data processing machines, punch card machines or machines using in excess of 120 volts, which consumes more electricity than is usually furnished or supplied for the use of premises as general office space, as determined by Landlord. Tenant shall not connect any apparatus with electric current except through existing electrical outlets in the Premises. Tenant shall not consume water or electric current in excess of that usually furnished or supplied for the use of premises as general office space (as determined by Landlord), without first procuring the written consent of Landlord, which Landlord may refuse, and in the event of consent, Landlord may have installed a water meter or electrical current meter in the Premises to measure the amount of water or electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord promptly upon demand for all such water and electric current consumed as shown by said meters, at the rates charged for such services by the local public utility plus any additional expense incurred in keeping account of the water and electric current so consumed. If a separate meter is not in-

stalled, the excess cost for such water and electric current shall be established by an estimate made by a utility company or electrical engineer hired by Landlord at Tenant's expense.

Nothing contained in this Article shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. In the event utilities are separately metered, Tenant shall pay promptly upon demand for all utilities consumed at utility rates charged by the local public utility plus any additional expense incurred by Landlord in keeping account of the utilities so consumed. Tenant shall be responsible for the maintenance and repair of any such meters at its sole cost.

Landlord shall furnish elevator service, lighting replacement for building standard lights, restroom supplies, window washing and janitor services in a manner that such services are customarily furnished to comparable office buildings in the area.

10. CONDITION OF THE PREMISES:

Tenant's taking possession of the Premises shall be deemed conclusive evidence that as of the date of taking possession the Premises are in good order and satisfactory condition, except for such matters as to which Tenant gave Landlord notice on or before the Commencement Date. No promise of Landlord to alter, remodel, repair or improve the Premises, the Building or the Project and no representation, express or implied, respecting any matter or thing relating to the Premises, Building, Project or this Lease (including, without limitation, the condition of the Premises, the Building or the Project) have been made to Tenant by Landlord or its Broker or Sales Agent, other than as may be contained herein or in a separate exhibit or addendum signed by Landlord and Tenant.

11. CONSTRUCTION, REPAIRS AND MAINTENANCE:

- a. Landlord's Obligations: Landlord shall perform Landlord's Work to the Premises as described in Exhibit "C". Landlord shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other Tenant in the Building.
- b. Tenant's Obligations:
 - (1) Tenant shall perform Tenant's Work to the Premises as described in Exhibit "C".
 - (2) Tenant at Tenant's sole expense shall, except for services furnished by Landlord pursuant to Article 9 hereof, maintain the Premises in good order, condition and repair, including the interior surfaces of the ceilings, walls and floors, all doors, all interior windows, all plumbing, pipes and fixtures, electrical wiring, switches and fixtures, Building Standard furnishings and special items and equipment installed by or at the expense of Tenant.
 - (3) Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof, the need for which arises out of (i) Tenant's use or occupancy of the Premises, (ii) the installation, removal, use or operation of Tenant's Property (as defined in Article 13) in the Premises, (iii) the moving of Tenant's Property into or out of the Building, or (iv) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.
 - (4) If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Tenant notice to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work. Any amount so expended by Landlord shall be paid by Tenant promptly after demand with interest at the prime commercial rate than being charged by Bank of America NT & SA plus two percent (2%) per annum, from the date of such work, but not to exceed the maximum rate then allowed by law. Landlord shall have no liability to Tenant for any damage, inconvenience, or interference with the use of the Premises by Tenant as a result of performing any such work.
- c. Compliance with Law: Landlord and Tenant shall each do all acts required to comply with all applicable laws, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein.
- d. Waiver by Tenant: Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford the Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.
- e. Load and Equipment Limits: Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry, as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer shall be paid for by Tenant upon demand. Tenant shall not install

business machines or mechanical equipment which causes noise or vibration to such a degree as to be objectionable to Landlord or other Building Tenants.

- f. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner whatsoever by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other Tenant's lease or required by law to make in or to any portion of the Project, Building or the Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's business in the Premises.
- g. Tenant shall give Landlord prompt notice of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.
- h. Upon the expiration or earlier termination of this Lease, Tenant shall return the Premises to Landlord clean and in the same condition as on the date Tenant took possession, except for normal wear and tear. Any damage to the Premises, including any structural damage, resulting from Tenant's use or from the removal of Tenant's fixtures, furnishings and equipment pursuant to Section 13b shall be repaired by Tenant at Tenant's expense.

12. ALTERATIONS AND ADDITIONS:

- a. Tenant shall not make any additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned on Tenant's removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All work with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by Landlord, and such work shall be diligently prosecuted to completion. Landlord may, at Landlord's option, require that any such work be performed by Landlord's contractor, in which case the cost of such work shall be paid for before commencement of the work. Tenant shall pay to Landlord upon completion of any such work by Landlord's contractor, an administrative fee of fifteen percent (15%) of the cost of the work.
- b. Tenant shall pay the costs of any work done on the Premises pursuant to Section 12a, and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant shall indemnify, defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall keep Tenant's leasehold interest, and any additions or improvements which are or become the property of Landlord under this Lease, free and clear of all attachment or judgment liens. Before the actual commencement of any work for which a claim or lien may be filed, Tenant shall give Landlord notice of the intended commencement date a sufficient time before that date to enable Landlord to post notices of non-responsibility or any other notices which Landlord deems necessary for the proper protection of Landlord's interest in the Premises, Building or the Project, and Landlord shall have the right to enter the Premises and post such notices at any reasonable time.

- c. Landlord may require, at Landlord's sole option, that Tenant provide to Landlord, at Tenant's expense, a lien and completion bond in an amount equal to at least one and one-half (1 1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises, to protect Landlord against any liability for mechanic's and material men's liens and to insure timely completion of the work. Nothing contained in this Section 12c shall relieve Tenant of its obligation under Section 12b to keep the Premises, Building and Project free of all liens.
- d. Unless their removal is required by Landlord as provided in Section 12a, all additions, alterations and improvements made to the Premises shall become the property of Landlord and be surrendered with the Premises upon the expiration of the Term; provided, however, Tenant's equipment, machinery and trade fixtures which can be removed without damage to the Premises shall remain the property of Tenant and may be removed, subject to the provisions of Section 13b.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY:

- a. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the Term, whether or not by or at the expense of Tenant ("Leasehold Improvements"), shall be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13b.
- b. All movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively "Tenant's Property") shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal.

14. RULES AND REGULATIONS:

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "D" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord shall not be responsible for any violation of said rules and regulations by other Tenants or occupants of the Building or Project.

15. CERTAIN RIGHTS RESERVED BY LANDLORD:

Landlord reserves the following rights, exercisable without liability to Tenant for (a) damage or injury to property, person or business, (b) causing an actual or constructive eviction from the Premises, or (c) disturbing Tenant's use of possession of the Premises:

- a. To name the Building and Project and to change the name or street of the Building or Project;
- b. To install and maintain all signs on the exterior and interior of the Building and Project;
- c. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's vaults and safes;
- d. At any time during the Term, and on reasonable prior notice to Tenant, to inspect the Premises, and to show the Premises to any prospective purchaser or mortgagee of the Project, or to any assignee of any mortgage on the Project, or to others having an interest in the Project or Landlord, and during the last six (6) months of the Term, to show the Premises to prospective Tenants thereof; and
- e. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable

for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

16. ASSIGNMENT AND SUBLETTING:

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Article 16.

a. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises by any party other than Tenant. Any of the foregoing acts without such consent shall be void and shall, at the option of Landlord, terminate this Lease. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the written consent of Landlord.

b. If at any time or from time to time during the Term Tenant desires to assign this Lease or sublet all or any part of the Premises, Tenant shall give notice to Landlord setting forth the terms and provisions of the proposed assignment or sublease, and the identity of the proposed assignee or subtenant. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the option, exercisable by notice given to Tenant within twenty (20) days after Tenant's notice is given, either to sublet such space from Tenant at the rental and on the other terms set forth in this Lease for the term set forth in Tenant's notice, or, in the case of an assignment, to terminate this Lease. If Landlord does not exercise such option, Tenant may assign the Lease or sublet such space to such proposed assignee or sub-tenant on the following further conditions:

(1) Landlord shall have the right to approve such proposed assignee or sub-tenant, which approval shall not be unreasonably withheld;

(2) The assignment or sublease shall be on the same terms set forth in the notice given to Landlord;

(3) No assignment or sublease shall be valid and no assignee or sub lessee shall take possession of the Premises until an executed counterpart of such assignment or sublease has been delivered to Landlord;

(4) No assignee or sub lessee shall have a further right to assign or sublet except on the terms herein contained; and

(5) Any sums or other economic consideration received by Tenant as a result of such assignment or subletting, however, denominated under the assignment or sublease, which exceed, in the aggregate, (i) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased); plus (ii) any real estate brokerage commissions or fees payable in connection with such assignment or subletting, shall be paid to Landlord as additional rent under this Lease without affecting or reducing any other obligations of Tenant hereunder.

c. Notwithstanding the provisions of paragraphs a and b above, Tenant may assign this Lease or sublet the Premises or any portion thereof, without Landlord's consent and without extending any recapture or termination option to Landlord, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from a merger or consolidation with Tenant, or to any person or entity which acquires all the assets of Tenant's business as a going concern, provided that (i) the assignee or sub lessee assumes, in full, the obligations of Tenant under this Lease, (ii) Tenant remains fully liable under this Lease, and (iii) the use of the Premises under Article 8 remains unchanged.

d. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments of the Lease or subletting or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto any such actions shall not relieve Tenant of liability under this Lease.

- e. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment or subletting or if Tenant requests the consent of Landlord for any act that Tenant proposes to do, then Tenant shall, upon demand, pay Landlord an administrative fee of One Hundred Fifty and No/100ths (\$150.00) plus any attorneys' fees reasonably incurred by Landlord in connection with such act or request.
17. **HOLDING OVER:**
If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a Tenant from month to month only, upon all the provisions of this Lease (except as to term and Base Rent), but the "Monthly Installments of Base Rent" payable by Tenant shall be increased to one hundred fifty percent (150%) of the Monthly Installments of Base Rent payable by Tenant at the expiration of the Term. Such monthly rent shall be payable in advance on or before the first day of each month. If either party desires to terminate such month-to-month tenancy, it shall give the other party not less than thirty (30) days advance written notice of the date of termination.
18. **SURRENDER OF PREMISES:**
- a. Tenant shall peaceably surrender the Premises to Landlord on the Expiration Date, in broom-clean condition and in as good condition as when Tenant took possession, except for (i) reasonable wear and tear, (ii) loss by fire or other casualty, and (iii) loss by condemnation. Tenant shall, on Landlord's request, remove Tenant's Property on or before the Expiration Date and promptly repair all damage to the Premises or Building caused by such removal.
- b. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant. On the Expiration Date Tenant shall surrender all keys to the Premises.
19. **DESTRUCTION OR DAMAGE:**
- a. If the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire, earthquake, act of God, the elements of other casualty, Landlord shall, subject to the provisions of this Article, promptly repair the damage, if such repairs can, in Landlord's opinion, be completed within ninety (90) days. If Landlord determines that repairs can be completed within ninety (90) days, this Lease shall remain in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant or Tenant's agents, employees, contractors, licensees or invitees, the Base Rent shall be abated to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 19d.
- b. If, in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed within ninety (90) days, Landlord may elect, upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially as provided in Section 19a. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- c. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed within ninety (90) days, Landlord may elect upon notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but the Base Rent shall be partially abated as provided in Section 19a. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.
- d. If the Premises are to be repaired under this Article, Landlord shall repair at its cost any injury or damage to the Building and Building Standard Work in the Premises. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property. Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.
- e. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of express agreement, shall have no application.
20. **EMINENT DOMAIN:**
- a. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such tak-

ing, and Rent shall be prorated to such date. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (i) Tenant shall have the right to terminate this Lease by notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to continue operation of its business, and (ii) Landlord shall have the right to terminate this Lease by notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) day after either such notice. The Rent shall be prorated to the date of termination. If this Lease continues in force upon partial taking, the Base Rent and Tenant's Proportionate Share shall be equitably adjusted according to the remaining Rentable Area of the Premises and Project.

- b. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority. Tenant, however, shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's personal property.
- c. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking, but only to the extent of Building Standard Work. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property.

21. INDEMNIFICATION:

- a. Tenant shall indemnify and hold Landlord harmless against and from liability and claims of any kind for loss or damage to property of Tenant or any other person, or for any injury to or death of any person, arising out of: (1) Tenant's use and occupancy of the Premises, or any work, activity or other things allowed or suffered by Tenant to be done in, on or about the Premises; (2) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (3) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, invitees or contractors. Tenant shall at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim and shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expense incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause.
- b. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources. Landlord shall not be liable for any damages arising from any act or omission of any other Tenant of the Building or Project.

22. TENANT'S INSURANCE:

- a. All insurance required to be carried by Tenant hereunder shall be issued by responsible insurance companies acceptable to Landlord and Landlord's lender and qualified to do business in the State. Each policy shall name Landlord, and at Landlord's request any mortgagee of Landlord, as an additional insured, as their respective interests may appear. Each policy shall contain (i) a cross-liability endorsement, (ii) a provision that such policy and the coverage evidenced thereby shall be primary and non-contributing with respect to any policies carried by Landlord and that any coverage carried by Landlord shall be excess insurance, and (iii) a waiver by the insurer of any right of subrogation against Landlord, its agents, employees and representatives, which arises or might arise by reason of any payment under such policy or by reason of any act or omission of Landlord, its agents, employees or representatives. A copy of each paid up policy (authenticated by the insurer) or certificate of the insurer evidencing the existence and amount of each insurance policy required hereunder shall be delivered to Landlord before the date Tenant is first given the right of possession of the Premises, and thereafter within thirty (30) days after any demand by Landlord therefore. Landlord may, at any time and from time to time, inspect and/or copy any insurance policies required to be maintained by Tenant hereunder. No such policy shall be cancelable except after twenty (20) days written notice to Landlord and Landlord's lender. Tenant shall furnish Landlord with renewals or "binders" of any such policy at least ten (10) days prior to the expiration thereof. Tenant agrees that if Tenant does not take out and maintain such insurance, Landlord may (but shall not be required to) procure said insurance on Tenant's behalf and charge the Ten-

ant the premiums together with a twenty-five percent (25%) handling charge, payable upon demand. Tenant shall have the right to provide such insurance coverage pursuant to blanket policies obtained by the Tenant, provided such blanket policies expressly afford coverage to the Premises, Landlord, Landlord's mortgagee and Tenant as required by this Lease.

- b. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect policies of casualty insurance covering (i) all Leasehold Improvements (including any alterations, additions or improvements as may be made by Tenant pursuant to the provisions of Article 12 hereof), and (ii) trade fixtures, merchandise and other personal property from time to time in, on or about the Premises, in an amount not less than one hundred percent (100%) of their actual replacement cost from time to time, providing protection against any peril included within the classification "Fire and Extended Coverage" together with insurance against sprinkler damage, vandalism and malicious mischief. The proceeds of such insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (i) shall be paid to Landlord and the proceeds under (ii) above shall be paid to Tenant.
- c. Beginning on the date Tenant is given access to the Premises for any purpose and continuing until expiration of the Term, Tenant shall procure, pay for and maintain in effect workers' compensation insurance as required by law and comprehensive public liability and property damage insurance with respect to the construction of improvements on the Premises, the use, operation or condition of the Premises and the operations of Tenant in, on or about the Premises, providing personal injury and broad form property damage coverage for not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury, death and property damage liability.
- d. Not less than every three (3) years during the Term, Landlord and Tenant shall mutually agree to increase in all of Tenant's insurance policy limits for all insurance to be carried by Tenant as set forth in this Article. In the event Landlord and Tenant cannot mutually agree upon the amounts of said increases, then Tenant agrees that all insurance policy limits as set forth in this Article shall be adjusted for increases in the cost of living in the same manner as set forth in Section 5.2 hereof for the adjustment of the Base Rent.

23. WAIVER OF SUBROGATION:

Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives of the other, on account of loss by or damage to the waiving party of its property or the property of others under its control, to the extent that such loss or damage is insured against under any fire and extended coverage insurance policy which either may have in force at the time of the loss or damage. Tenant shall, upon obtaining the policies of insurance required under this Lease, give notice to its insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

24. SUBORDINATION AND ATTORNMENT:

Upon written request of Landlord, or any first mortgagee or first deed of trust beneficiary of Landlord, or ground lessor of Landlord, Tenant shall, in writing, subordinate its rights under this Lease to the lien of any first mortgage or first deed of trust, or to the interest of any lease in which Landlord is lessee, and to all advances made or hereafter to be made thereunder. However, before signing any subordination agreement, Tenant shall have the right to obtain from any lender or lessor or Landlord requesting such subordination, an agreement in writing providing that, as long as Tenant is not in default hereunder, this Lease shall remain in effect for the full Term. The holder of any security interest may, upon written notice to Tenant, elect to have this Lease prior to its security interest regardless of the time of the granting or recording of such security interest.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this Lease.

25. TENANT ESTOPPEL CERTIFICATES:

Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, a written statement certifying (a) that this Lease is unmodified and in full force and effect, or is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and additional rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be relied upon by a purchaser, assignee or lender. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (1) this Lease is in full force and effect and has not been modified except as represented by Landlord; (2) there are no uncured de-

faults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent; and (3) not more than one month's Rent has been paid in advance.

26. TRANSFER OF LANDLORD'S INTEREST:

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, providing the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. If any security deposit or prepaid Rent has been paid by Tenant, Landlord may transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer; Landlord shall be relieved of any and all further liability with respect thereto.

27. DEFAULT:

27.1 Tenant's Default: The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

- a. If Tenant abandons or vacates the Premises; or
- b. If Tenant fails to pay any Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for five (5) days after such payment is due and payable; or
- c. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after written notice thereof from Landlord to Tenant; or
- d. If a writ of attachment or execution is levied on this Lease or on any of Tenant's Property; or
- e. If Tenant makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors; or
- f. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within forty-five (45) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or un-terminated for a period of forty-five (45) days; or
- g. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so) for the purpose of enforcing a lien against the Premises or Tenant's Property; or
- h. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in subparagraphs d through g above.

27.2 Remedies: In the event of Tenant's default hereunder, then in addition to any other rights or remedies Landlord may have under any law, Landlord shall have the right, at Landlord's option, without further notice or demand of any kind to do the following:

- a. Terminate this Lease and Tenant's right to possession of the Premises and re-enter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or
- b. Continue this Lease in effect, re-enter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or
- c. Re-enter the Premises under the provisions of subparagraph b, and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord re-enters the Premises under the provisions of subparagraphs b or c above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing, unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. In the event of any re-entry or re-taking of possession by Landlord, Landlord shall have the right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in

storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth, to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises, which are not covered by the rent received from the reletting.

Should Landlord elect to terminate this Lease under the provisions of subparagraph a or c above, Landlord may recover as damages from Tenant the following:

1. Past Rent: the worth at the time of the award of any unpaid Rent which had been earned at the time of termination; plus
2. Rent Prior to Award: The worth at the time of the award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus
3. Rent After Award: The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the rental loss that Tenant proves could be reasonably avoided; plus
4. Proximately Caused Damages: Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new Tenant, including any repairs or alterations, and (d) reletting the Premises, including broker's commissions.

"The worth at the time of the award" as used in subparagraphs 1 and 2 above, is to be computed by allowing interest at the rate of ten percent (10%) per annum. "The worth at the time of the award" as used in subparagraph 3 above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

The waiver by Landlord of any breach of any term, covenant or condition of this Lease shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of Rent by Landlord subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular Rent so accepted, regardless of Landlord's knowledge of any breach at the time of such acceptance of Rent. Landlord shall not be deemed to have waived any term, covenant or condition unless Landlord gives Tenant written notice of such waiver.

- 27.3 Landlord's Default: If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of written notice from Tenant specifying such default, or if such default cannot reasonably be cured within thirty (30) days, if Landlord fails to commence to cure within that thirty (30) day period, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any) wherever situated, shall be subject to levy to satisfy such judgment. If after notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein.

28. **BROKERAGE FEES:**
Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except those noted in Section 2.c. Tenant shall indemnify and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.
29. **NOTICES:**
All notices, approvals and demands permitted or required to be given under this Lease shall be in writing and deemed duly served or given if personally delivered or sent by certified or registered U.S. Mail, postage prepaid, and addressed as follows: (a) if to Landlord, to Landlord's Mailing Address and to the Building Manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, notices to Tenant shall be deemed duly served or given if delivered or mailed to Tenant at the Premises. Landlord and Tenant may from time to time by notice to the other designate another place for receipt of future notices.
30. **GOVERNMENT ENERGY OR UTILITY CONTROLS:**
In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail, and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.
31. **RELOCATION OF PREMISES:**
Landlord shall have the right to relocate the Premises to another part of the Building in accordance with the following:
- a. The new premises shall be substantially the same in size, dimensions, configuration, decor and nature as the Premises described in this Lease, and if the relocation occurs after the Commencement Date, shall be placed in that condition by Landlord at its cost.
 - b. Landlord shall give Tenant at least thirty (30) days written notice of Landlord's intention to relocate the Premises.
 - c. As nearly as practicable, the physical relocation of the Premises shall take place on a weekend and shall be completed before the following Monday. If the physical relocation has not been completed in that time, Base Rent shall abate in full from the time the physical relocation commences to the time it is completed. Upon completion of such relocation, the new premises shall become the "Premises" under this Lease.
 - d. All reasonable costs incurred by Tenant as a result of the relocation shall be paid by Landlord.
 - e. If the new Premises are smaller than the Premises as it existed before the relocation, Base Rent shall be reduced proportionately.
 - f. The parties hereto shall immediately execute an amendment to this Lease setting forth the relocation of the Premises and the reduction of Base rent, if any.
32. **QUIET ENJOYMENT:**
Tenant, upon paying the Rent and performing all of its obligations under this Lease, shall peaceably and quietly enjoy the Premises, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.
33. **OBSERVANCE OF LAW:**
Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. The judgment of any court of competent jurisdiction or the admission of Tenant in any action against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any law, ordinance or governmental rule, regulation or requirement, shall be conclusive of that fact as between Landlord and Tenant.
34. **FORCE MAJEURE:**
Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes there-

fore, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Article 34 shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

35. CURING TENANT'S DEFAULTS:

If Tenant defaults in the performance of any of its obligations under this Lease, Landlord may (but shall not be obligated to) without waiving such default, perform the same for the account at the expense of Tenant. Tenant shall pay Landlord all costs of such performance promptly upon receipt of a bill therefore.

36. SIGN CONTROL:

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation, the inside or outside of windows or doors, without the written consent of Landlord. Landlord shall have the right to remove any signs or other matter, installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as additional rent hereunder, payable within ten (10) days of written demand by Landlord.

37. MISCELLANEOUS:

a. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

b. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

c. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding.

d. Captions, Articles and Section Numbers. The captions appearing within the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Article and Section numbers refer to Articles and Sections in this Lease.

e. Changes Requested by Lender. Neither Landlord or Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as these changes do not alter the basis business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.

f. Choice of Law. This Lease shall be construed and enforced in accordance with the laws of the State.

g. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, etc.

h. Corporate Authority. If Tenant is a corporation, each individual signing this Lease on behalf of Tenant represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of the corporation and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors authorizing such execution.

i. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

- j. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only, and does not and shall not constitute a reservation of or option for Tenant to lease, or otherwise create any interest of Tenant in the Premises or any other premises within the Building Or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.
 - k. Furnishing of Financial Statements; Tenant's Representations. In order to induce Landlord to enter into this Lease Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, with financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.
 - l. Further Assurances. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.
 - m. Mortgagee Protection. Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, such mortgagee or beneficiary shall have an additional thirty (30) days to cure such default; provided that if such default cannot reasonably be cured within that thirty (30) day period, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.
 - n. Prior Agreements; Amendments. This Lease contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Lease may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest.
 - o. Recording. Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a "short form" memorandum of this Lease for recording purposes.
 - p. Severability. A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.
 - q. Successors and Assigns. This Lease shall apply to and bind the heirs, personal representatives, and permitted successors and assigns of the parties.
 - r. Time of the Essence. Time is of the essence of this Lease.
 - s. Waiver. No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default.
 - t. Compliance. The parties hereto agree to comply with all applicable, federal, state and local laws, regulations, codes, ordinances and administrative orders having jurisdiction over the parties, property or the subject matter of this Agreement, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment In Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The American With Disabilities Act.
38. CHANGES TO COMMON AREAS. Landlord reserves the right from time to time without notice to Tenant (i) to close temporarily any of the Common Areas; (ii) to make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of street entrances, driveways, ramps, entrances, exits, passages, stairways and other ingress and egress, direction of traffic, landscaped areas, loading and unloading areas, and walkways; (iii) to expand the Building; (iv) to add additional buildings and improvements to the Common Areas (thereby reducing the overall size of the Common Areas); (v) to designate land outside the Project to be part of the Project, and in connection with the improvement of such land to add additional buildings and common areas to the Project and/or to delete land and improvements from the Project; (vi) to use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project or to any adjacent land, or any portion thereof; and (vii) to do and perform such other acts and make such other changes in, to or with respect to the Project, Common Areas and Building or the expansion thereof as Landlord may deem to be appropriate. In addition, and without limiting the generality of the foregoing, Landlord specifically reserves the right, at any time, to change the size, configuration, design, layout and all other aspects of the parking

facility or facilities which constitute a portion of the Common Areas, and/or to perform repairs to those parking facility or facilities, and Tenant acknowledges and agrees that Landlord may, without incurring any liability to Tenant and without any abatement of Rent under this Lease, from time to time, close-off or restrict access to the parking facility or facilities for purposes of permitting or facilitating any such construction, alteration, improvements or repairs.

39. DELIVERY DELAY CAUSED BY Tenant. Notwithstanding anything to the contrary set forth in Section 4 of the Lease, Tenant shall not be entitled to abatement of Rent for delays in Landlord's delivery of possession of the Premises to the extent that such delays are caused by the acts or omissions of Tenant.
40. INCREASE AND USE OF SECURITY DEPOSIT: On each Adjustment Date, the Security Deposit shall be increased in proportion to the corresponding increase in Base Rent; on each such Adjustment Date, Tenant shall deliver to Landlord an amount equal to the increase in the Security Deposit, which Landlord shall add to the Security Deposit and hold pursuant to the provisions of Section 7 of the Lease. Tenant hereby waives the provisions of Section 1950.7 of the California Civil Code, and all other provisions of law, now or hereafter enacted, which provide that Landlord may claim from a security deposit only those sums reasonably necessary to remedy defaults in the payment of rent, to repair damage caused by Tenant or to clean the Premises, it being agreed that Landlord may, in addition, claim those sums reasonably necessary to compensate Landlord for any other loss or damage, foreseeable or unforeseeable, caused by the acts or omissions of Tenant or any officer, employee, agent, contractor or invitee of Tenant.
41. LIMITATION ON RENT ABATEMENT. Abatement of Rent pursuant to Section 19.d of the Lease is limited to the extent that Tenant's use of the Premises is prevented by the damage to or destruction of other portions of the Building or Project.
42. WAIVER OF INSURERS' SUBROGATION RIGHTS: In addition to the requirements of Section 23 of the Lease, Tenant shall obtain a waiver of subrogation rights from all of insurers providing insurance obtained by Tenant pursuant to the Lease. Such waivers shall specify that such insurers waive their entire right of recovery against Landlord or Landlord's insurers for loss or damage arising out of or incident to any insured perils, whether due to the negligence of the other party or its agents and regardless of cause or origin.
43. ADDITIONAL METHODS OF DELIVERING NOTICE: In addition to the means of delivering notice set forth in Section 29 of the Lease, any written notice required by the Lease may be delivered by (a) facsimile transmission, provided that the original of such notice is sent by certified U.S. mail, postage prepaid, no later than one business day following such facsimile transmission, or (b) overnight courier service. Notices sent in either such manner shall be deemed delivered upon actual receipt (or, in the case of notices sent by overnight courier service, upon the first attempt at delivery if the intended recipient refuses to accept delivery).
44. ALTERATIONS REQUIRED BY LAW: Without limiting the generality of Section 37.t of the Lease, if any federal, state or local laws, regulations, codes, ordinances or administrative orders having jurisdiction over the parties, Premises, Building Project or subject matter of this Lease requires the construction of an addition to or an alteration of the Building or the Common Areas, the remediation of any "Hazardous Material" (as defined in Section 49 below), or the reinforcement or other physical modification of the Building or Common Areas (collectively, the "Mandatory Work"), then the cost of the Mandatory Work shall be allocated between Landlord and Tenant as follows:
 - a. Subject to Section 44.c below, if the Mandatory Work is required as a result of the specific and unique use of the Premises by Tenant as compared with uses by Tenants in general, Tenant shall be fully responsible for the cost thereof; provided, however, that if the Mandatory Work is required in the last year of the Term of this Lease and the cost thereof exceeds six (6) months' Base Rent, Tenant may instead terminate this Lease unless Landlord notifies Tenant, in writing, within ten (10) days after receipt of Tenant's termination notice, that Landlord has elected to pay the difference between the actual cost thereof and the amount equal to six (6) months' Base Rent. If Tenant elects termination, Tenant shall immediately cease the use of the Premises which requires such Mandatory Work and shall deliver to Landlord written notice specifying a termination date at least ninety (90) days after the date of such notice. Such termination date shall, however, in no event be earlier than the last day that Tenant could legally utilize the Premises without commencing the Mandatory Work.
 - b. Subject to Section 44.c below, if the Mandatory Work is not the result of the specific and unique use of the Premises by Tenant, then Landlord shall pay the cost of the Mandatory Work to the extent that it constitutes "Landlord's Obligations" under Section 11.a of this Lease, and Tenant shall pay the cost of the Mandatory Work to the extent that it constitutes "Tenant's Obligations" under Section 11 .b of this Lease; provided, however, that if such Mandatory Work is required during the last

year of the Term of this Lease or if Landlord reasonably determines that it is not economically feasible for Landlord to pay its share thereof; Landlord shall have the option to terminate this Lease upon ninety (90) days' prior written notice to Tenant, unless Tenant notifies Landlord, in writing, within ten (10) days after receipt of Landlord's termination notice, that Tenant will pay for such Mandatory Work.

- c. Notwithstanding the foregoing, if the Mandatory Work is required as a result of Tenant's actual or proposed change in use of the Premises, change in intensity of use of the Premises, or modification to the Premises, then Tenant shall be fully responsible for the cost of the Mandatory Work, and Tenant shall not have any right to terminate this Lease.
45. NO REPRESENTATION AS TO SUITABILITY OF PREMISES: Landlord makes no representation or warranty as to the suitability of the Premises for the use intended by Tenant, or as to whether Tenant will be able to obtain all applicable governmental permits and approvals necessary for such use. Tenant shall be solely responsible, at Tenant's sole cost and expense, for obtaining any such permits and approvals.
46. LIMITATION ON TENANT'S REPAIRS: Tenant hereby waives and releases its right to make repairs at Landlord's expense under Sections 1941 and 1942 of the California Civil Code or under any similar law, statute, or ordinance now or hereafter in effect.
47. CONSTRUCTION INSURANCE: In addition to the requirements of Section 12 of the Lease, Tenant shall not make any alterations, additions or improvements to the Premises without first providing Landlord with evidence that Tenant has obtained "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such alterations, additions and improvements, and such other insurance as Landlord may require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 22 of the Lease immediately upon completion thereof.
48. WAIVER OF JURY TRIAL: Each party hereby waives any right to a trial by jury in any action to enforce the specific performance of the Lease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder.
49. HAZARDOUS MATERIALS: Tenant shall not use or allow another person or entity to use any part of the Premises for the storage, use, treatment, transportation, manufacture or sale of any Hazardous Material. As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by, or is dealt with in, any local governmental authority, the State of California or the United States Government. Accordingly, the term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous waste", "extremely hazardous waste" or "restricted hazardous waste" under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140 of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law), (ii) defined as a "hazardous substance" under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory), (iii) defined as a "hazardous substance" under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances), (iv) petroleum, (v) asbestos, (vi) listed under Article 9 or defined as hazardous or extremely hazardous pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (vii) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. 1317), (viii) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6902 et seq. (42 U.S.C. § 6903), or (ix) defined as a "hazardous substance" pursuant to Section 101 of the Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).
50. TENANT'S HAZARDOUS MATERIAL INDEMNITY: Tenant shall indemnify, defend (with counsel reasonably satisfactory to Landlord), and hold Landlord, its agents, employees, and contractors harmless from and against all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with any investigation, clean-up, removal, restoration or detoxification required by any governmental agency due to (i) Tenant causing the presence of any Hazardous Material in, on, under or about the Premises, Building or Property (except for those brought onto the Premises, Building or Property by Landlord in violation of applicable law), and/or (ii) any other use or condition of the Premises caused by Tenant. Tenant's obligations pursuant to the foregoing indemnity shall survive the termination of the Lease and shall bind Tenant's successors and assigns and inure to the benefit of Landlord's successors and assigns.
51. INDEPENDENT COVENANTS: The Lease shall be construed as though the covenants therein between Landlord and Tenant are independent and not dependent, and Tenant hereby expressly waives the benefit of any statute to the contrary.

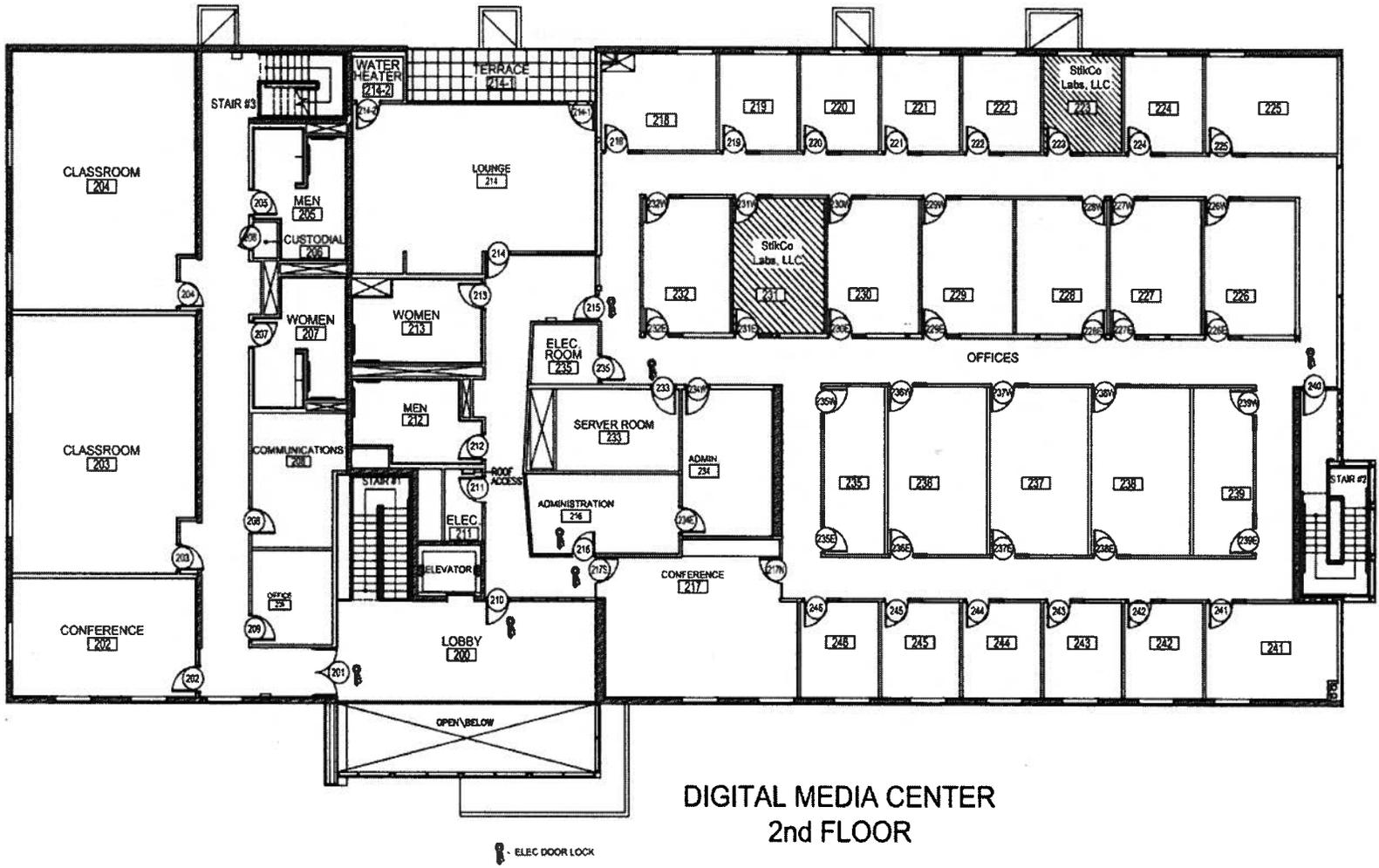


52. **RIGHT TO LEASE:** Landlord reserves the absolute right to affect such other tenancies in the Project as Landlord in the exercise of its sole business judgment shall determine to best promote the interests of the Building or Project. Tenant does not rely on the fact, nor does Landlord represent, that any specific Tenant or type or number of Tenants shall, during the Lease Term, occupy or be prohibited from occupying any space in the Building or Project.
53. **CONSENT TO JURISDICTION AND SERVICE OF PROCESS:** All judicial proceedings brought against any party hereto arising out of or relating to the Lease may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Addendum each party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non convenient and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Lease. Each party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other party at its address provided herein, such service being hereby acknowledged by each party to be sufficient for personal jurisdiction in any action against said party in any such court and to be otherwise effective and binding service in every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.
54. **REMEDIES:** No remedy conferred upon Landlord by any of the specific provisions of the Lease is intended to be exclusive of any other remedy given hereunder or hereafter existing at law or in equity. The election of any one or more remedies by Landlord shall not constitute a waiver of Landlord's right to pursue other available remedies.
55. **RELATIONSHIP OF PARTIES:** Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venture or any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and Tenant.
56. **COVENANTS AND CONDITIONS:** All provisions of this Lease to be performed by Tenant hereunder are both covenants and conditions.
57. **CONSTRUCTION:** The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Lease (including this Addendum) or any amendments hereto.
58. **RENTAL RATE:**
- | | |
|------|--|
| Year | <u>Rent</u> |
| 1 | \$1.70 per rentable square foot per month full service gross |
59. **TENANT IMPROVEMENTS:** N/A
60. **USE OF INCUTRACK:**
 IncuTrack is a web-based software program provided by the DMC that allows for the secure and confidential exchange of information between Landlord and Tenant. Tenant will be granted access to the program upon admittance into the incubator.
- a. **Milestones.** Tenant shall establish quarterly milestones with the DMC Director and use incuTrack to communicate progress relative to achieving the milestones. Milestones include but are not limited to cumulative investment, sources of investment, number of employees, sales volume, etc. Ongoing services offered by the DMC are contingent upon Tenant's achievement of its milestones.
 - b. **Statistical Data.** Tenant shall use incuTrack to report statistical data on a quarterly basis as required by the Landlord. Statistical data includes but is not limited to number of full-time employees, part-time employees, total salaries and wages, total equity capital raised, gross revenues, etc. The statistical data of individual Tenants will be kept confidential. The data of all tenants will be used in aggregate to satisfy government reporting requirements. Tenant is required to report statistical data for a period of five years after Tenant graduates from the DMC.

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

"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT	"TENANT" STIKCO LABS, LLC
By: _____	By: <u>Michael Parekh (aka Mikesht)</u>
Name: <u>Peter J. Hardash</u>	Name: <u>Michael Parekh (MIKESH)</u>
Title: <u>Vice Chancellor, Bus. Ops/Fiscal Services</u>	Title: <u>CEO</u>

ORIGINAL



DIGITAL MEDIA CENTER
2nd FLOOR

EXHIBIT A
FLOOR PLAN

EXHIBIT B
SITE PLAN

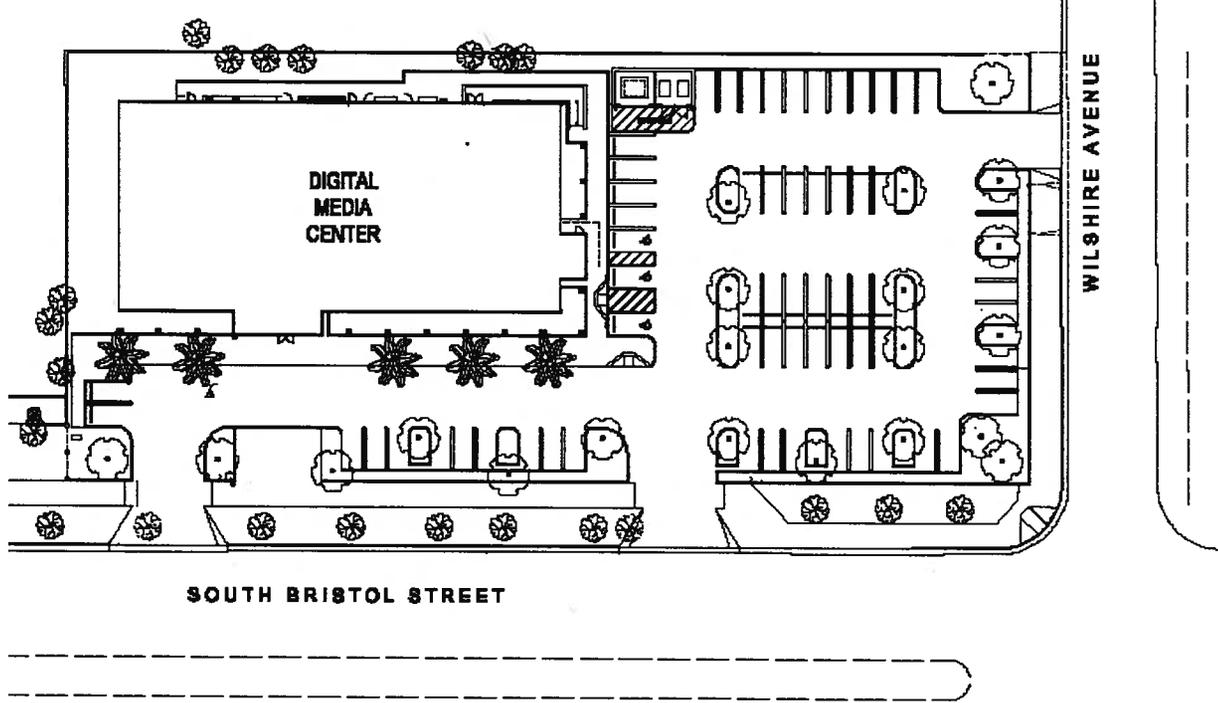


EXHIBIT C

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUILDING STANDARD WORK LETTER**

This Building Standard Work Letter ("Work Letter") is attached as Exhibit "C" to, and made a part of, that certain Office Building Lease dated November 10, 2011, ("Lease") entered into by and between Rancho Santiago Community College District ("Landlord") and StikCo Labs, LLC ("Tenant"). Pursuant to the Lease, Landlord is leasing to Tenant certain premises commonly known as Suite 223 & 231 (the "Premises") in the office building located at 1300 South Bristol, Santa Ana, California (the "Building"). This Work Letter shall set forth the terms and conditions relating to the construction of all alterations and additions to the Premises which are to be permanently affixed to the Premises (the "Tenant Improvements"). This Work Letter is essentially organized chronologically and addresses the issues of the construction of the Tenant Improvements, in sequence; as such issues will arise during the actual construction of the Tenant Improvements.

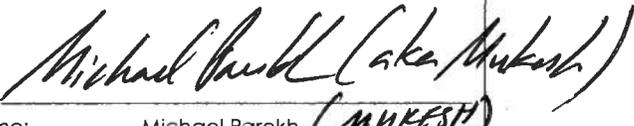
1. Delivery of Base Building, Building Systems and Premises: Upon the full execution of the Lease and Landlord's receipt from Tenant of the first installment of Base Rent, and pursuant to all other applicable terms of the Lease, Landlord shall deliver to Tenant the Premises and the following components of the Building as they relate to the Premises (which components are sometimes collectively referred to herein as the "Base Building"): (i) the base, shell and core of the Building; (ii) all base building systems, including without limitation heating, ventilation and air conditioning ("HVAC"), mechanical (including without limitation elevators), electrical, plumbing, life-safety, sprinkler and telephone (collectively, the "Building Systems"); (iii) the curtain walls; (iv) the structural components of the Building; and the exterior roof of the Building. For purposes of Section 4 of the Lease, Landlord's delivery of the Premises and the Base Building shall be deemed to be "delivery of possession" of the Premises and the "Landlord's Work". Landlord's delivery of the Premises to Tenant, and Tenant's acceptance of the Premises from Landlord, shall be in the Premises' then existing, "as-is" condition. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty with respect to the Premises or its suitability for the conduct of Tenant's business. Tenant acknowledges that prior to the date of the Lease, Tenant has fully and completely inspected the Premises and accepts the Premises in its present condition.

2. Landlord Improvements: All of the Landlord Improvements shall be constructed by Landlord in accordance with the provisions of this Work Letter. Landlord shall: N/A

3. Miscellaneous:
 - 3.1 Tenant's Representative: Tenant has designated Michael Parekh as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Landlord, shall have full authority and responsibility to act on behalf of Tenant as required in this Work Letter.

 - 3.2 Landlord's Representative: Landlord has designated Robert Brown as its sole representative with respect to the matters set forth in this Work Letter, who, until further notice to Tenant, shall have full authority and responsibility to act on behalf of Landlord as required in this Work Letter.

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

<p>"LANDLORD" RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT</p>	<p>"TENANT" STIKCO LABS, LLC</p>
<p>By: _____</p> <p>Name: <u>Peter J. Hardeash</u></p> <p>Title: <u>Vice Chancellor, Bus. Ops./Fiscal Services</u></p>	<p>By: </p> <p>Name: <u>Michael Parekh (MUKESH)</u></p> <p>Title: <u>CEO</u></p>

ORIGINAL

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

A. General Rules and Regulations. The following rules and regulations govern the use of the Digital Media Center (DMC) Building and exterior Premises adjacent to the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause Tenant's authorized users, its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same.

1. Except as specifically provided in the Lease to which these Rules and Regulations are attached, no sign, placard, picture, advertisement, name or notice may be installed or displayed on any part of the outside or inside of the DMC Building without the prior written consent of Landlord. Landlord will have the right to remove, at Tenant's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors and walls are to be printed, painted, affixed or inscribed at the expense of Tenant and under the direction of Landlord by a person or company designated or approved by Landlord.

2. If Landlord objects in writing to any curtains, blinds, shades, screens or hanging plants or other similar objects attached to or used in connection with any window or door of the Premises, or placed on any windowsill, which is visible from the exterior of the Premises, Tenant will immediately discontinue such use. Tenant agrees not to place anything against or near glass partitions or doors or windows which may appear unsightly from outside the Premises including from within any interior common areas.

3. Tenant will not obstruct any sidewalks, halls, passages, exits, entrances, elevators, escalators, or stairways of the Building. The halls, passages, exits, entrances, elevators and stairways are not open to the general public, but are open, subject to reasonable regulations, to Tenant's business invitees. Landlord will in all cases retain the right to control and prevent access thereto of all persons whose presence in the reasonable judgment of Landlord would be prejudicial to the safety, character, reputation and interest of the Building and its tenants, provided that nothing herein contained will be construed to prevent such access to persons with whom any tenant normally deals in the ordinary course of its business, unless such persons are engaged in illegal or unlawful activities. No tenant and no employee or invitee of any tenant will go upon the roof of the Building.

4. Tenant will not obtain for use on the Premises ice, drinking water, food, food vendors, beverage, towel or other similar services or accept barbering or boot blacking service upon the Premises, except at such reasonable hours and under such reasonable regulations as may be fixed by Landlord. Landlord expressly reserves the right to absolutely prohibit solicitation, canvassing, distribution of handbills or any other written material, peddling, sales and displays of products, goods and wares in all portions of the DMC Building except as may be expressly permitted under the Lease. Landlord reserves the right to restrict and regulate the use of the common areas of the DMC Building by invitees of tenants providing services to tenants on a periodic or daily basis including food and beverage vendors. Such restrictions may include limitations on time, place, manner and duration of access to a tenant's premises for such purposes. Without limiting the foregoing, Landlord may require that such parties use halls, passageways and stairways for such purposes to preserve access within the Building for tenants and the general public.

5. Landlord reserves the right to require tenants to periodically provide Landlord with a written list of any and all business invitees which periodically or regularly provide goods and services to such tenants at the premises. Landlord reserves the right to preclude all vendors from entering or conducting business within the DMC Building if such vendors are not listed on a tenant's list of requested vendors.

6. Landlord reserves the right to exclude from the DMC Building between the hours of 6 p.m. and 7 a.m. the following business day, or such other hours as may be established from time to time by Landlord, and on Sundays and legal holidays, any person unless that person is known to the person or employee in charge of the DMC Building or has a pass or is properly identified. Tenant will be responsible for all persons for whom it requests passes and will be liable to Landlord for all acts of such persons. Landlord will not be liable for damages for any error with regard to the admission to or exclusion from the DMC Building of any person. Landlord reserves the right to prevent access to the DMC Building in case of invasion, mob, riot, public excitement or other commotion by closing the doors or by other appropriate action.

7. The directory of the DMC Building will be provided exclusively for the display of the name and location of tenants only and Landlord reserves the right to exclude any other names there-



EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

from.

8. All cleaning and janitorial services for the DMC Building and the Premises will be provided exclusively through Landlord, and except with the written consent of Landlord, no person or persons other than those approved by Landlord will be employed by Tenant or permitted to enter the DMC Building for the purpose of cleaning the same. Tenant will not cause any unnecessary labor by carelessness or indifference to the good order and cleanliness of the Premises.

9. Landlord will furnish Tenant, free of charge, with two keys to each door lock in the Premises. Landlord may make a reasonable charge for any additional keys. Tenant shall not make or have made additional keys, and Tenant shall not alter any lock or install any new additional lock or bolt on any door of the Premises.

Tenant, upon the termination of its tenancy, will deliver to Landlord the keys to all doors which have been furnished to Tenant, and in the event of loss of any keys so furnished, will pay Landlord therefore.

10. If Tenant requires telegraphic, telephonic, burglar alarm, satellite dishes, antennae or similar services, it will first obtain Landlord's approval, and comply with, Landlord's reasonable rules and requirements applicable to such services, which may include separate licensing by, and fees paid to, Landlord.

11. Any bulky item, including furniture, brought on to the premises will require the DMC Director's approval. The intent is that tenant shall only use the furniture provided by the Landlord. Tenant's initial move in and subsequent deliveries of bulky items, such as furniture, safes and similar items will, unless otherwise agreed in writing by Landlord, be made during the hours of 6:00 p.m. to 6:00 a.m. or on Saturday or Sunday. Deliveries during normal office hours shall be limited to normal office supplies and other small items. No deliveries will be made which impede or interfere with other tenants or the operation of the DMC Building.

12. Tenant will not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry and which is allowed by law. Landlord will have the right to reasonably prescribe the weight, size and position of all safes, heavy equipment, files, materials, furniture or other property brought into the DMC Building. Heavy objects will, if considered necessary by Landlord, stand on such platforms as determined by Landlord to be necessary to properly distribute the weight, which platforms will be provided at Tenant's expense. Business machines and mechanical equipment belonging to Tenant, which cause noise or vibration that may be transmitted to the structure of the DMC Building or to any space therein to such a degree as to be objectionable to any tenants in the DMC Building or Landlord, are to be placed and maintained by Tenant, at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration. Tenant will be responsible for all structural engineering required to determine structural load, as well as the expense thereof. The persons employed to move such equipment in or out of the DMC Building must be reasonably acceptable to Landlord. Landlord will not be responsible for loss of, or damage to, any such equipment or other property from any cause, and all damage done to the DMC Building by maintaining or moving such equipment or other property will be repaired at the expense of Tenant.

13. Tenant will not use or keep in the Premises any kerosene, gasoline or inflammable or combustible fluid or material other than those limited quantities necessary for the operation or maintenance of office equipment. Tenant will not use or permit to be used in the Premises any foul or noxious gas or substance, or permit or allow the Premises to be occupied or used in a manner offensive or objectionable to Landlord or other occupants of the DMC Building by reason of noise, odors or vibrations, nor will Tenant bring into or keep in or about the Premises any birds or animals.

14. Tenant will not use any method of heating or air conditioning other than that supplied by Landlord without Landlord's prior written consent.

15. Tenant will not waste electricity, water or air conditioning and agrees to cooperate fully with Landlord to assure the most effective operation of the DMC Building's heating and air conditioning and to comply with any governmental energy-saving rules, laws or regulations of which Tenant has actual notice, and will refrain from attempting to adjust controls.

16. Landlord reserves the right, exercisable without notice and without liability to Tenant,

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

to change the name and street address of the DMC Building. Without the written consent of Landlord, Tenant will not use the name of the DMC Building in connection with or in promoting or advertising the business of Tenant except as Tenant's address.

17. Tenant will close and lock the doors of its Premises and entirely shut off all water faucets or other water apparatus, and lighting or gas before Tenant and its employees leave the Premises. Tenant will be responsible for any damage or injuries sustained by other tenants or occupants of the DMC Building or by Landlord for noncompliance with this rule.

18. The toilet rooms, toilets, urinals, wash bowls and other apparatus will not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein. The expense of any breakage, stoppage or damage resulting from any violation of this rule will be borne by the tenant who, or whose employees or invitees, break this rule. Cleaning of equipment of any type is prohibited. Shaving is prohibited.

19. Tenant will not sell, or permit the sale at retail of newspapers, magazines, periodicals, theater tickets or any other goods or merchandise to the general public in or on the Premises. Tenant will not use the Premises for any business or activity other than that specifically provided for in this Lease. Tenant will not conduct, nor permit to be conducted, either voluntarily or involuntarily, any auction upon the Premises without first having obtained Landlord's prior written consent, which consent Landlord may withhold in its sole and absolute discretion.

20. Tenant will not install any radio or television antenna, loudspeaker, satellite dishes or other devices on the roof(s) or exterior walls of the DMC Building or the Premises without approval from Landlord. Tenant will not interfere with radio or television broadcasting or reception from or in the Development or elsewhere.

21. Except for the ordinary hanging of pictures and wall decorations, Tenant will not mark, drive nails, screw or drill into the partitions, woodwork or plaster or in any way deface the Premises or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations. Tenant will not tape or pin items to walls. Landlord reserves the right to direct electricians as to where and how telephone and telegraph wires are to be introduced to the Premises. Tenant will not cut or bore holes for wires. Tenant will not affix any floor covering to the floor of the Premises in any manner except as approved by Landlord. Tenant shall repair any damage resulting from noncompliance with this rule.

22. Tenant will not install, maintain or operate upon the Premises any vending machines without the written consent of Landlord.

23. Landlord reserves the right to exclude or expel from the DMC Building any person who, in Landlord's judgment, is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Rules and Regulations of the DMC Building.

24. Tenant will store all its trash and garbage within its Premises or in other facilities provided by Landlord. Tenant will not place in any trash box or receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal. All garbage and refuse disposal is to be made in accordance with directions issued from time to time by Landlord.

25. The Premises will not be used for lodging or for the storage of merchandise held for sale to the general public, or for manufacturing of any kind, nor shall the Premises be used for any improper, immoral or objectionable purpose. No brewing or cooking will be done in offices.

26. Neither Tenant nor any of its employees, agents, customers and invitees may use in any space or in the public halls of the DMC Building or the Premises any hand truck except those equipped with rubber tires and side guards or such other material-handling equipment as Landlord may approve. Tenant will not bring any other vehicles of any kind into the DMC Building.

27. Tenant agrees to comply with all safety, fire protection and evacuation procedures and regulations established by Landlord or any governmental agency.

28. Tenant assumes any and all responsibility for protecting its Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed.

EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS

29. To the extent Landlord reasonably deems it necessary to exercise exclusive control over any portions of the Common Areas for the mutual benefit of the tenants in the DMC Building, Landlord may do so subject to reasonable, non-discriminatory additional rules and regulations.

30. Smoking is prohibited in the DMC Building and within 20 feet of all entrances.

31. Tenant's requirements will be attended to only upon appropriate application to Landlord's asset management office for the DMC Building by an authorized individual of Tenant. Employees of Landlord will not perform any work or do anything outside of their regular duties unless under special instructions from Landlord, and no employee of Landlord will admit any person (Tenant or otherwise) to any office without specific instructions from Landlord.

32. These Rules and Regulations are in addition to, and will not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease. Landlord may waive any one or more of these Rules and Regulations for the benefit of Tenant or any other tenant, but no such waiver by Landlord will be construed as a waiver of such Rules and Regulations in favor of Tenant or any other tenant, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the tenants of the DMC Building.

33. Landlord reserves the right to make such other and reasonable and non-discriminatory Rules and Regulations as, in its judgment, may from time to time be needed for safety and security, for care and cleanliness of the DMC Building and Premises and for the preservation of good order therein. Tenant agrees to abide by all such Rules and Regulations herein above stated and any additional reasonable and non-discriminatory rules and regulations which are adopted. Tenant is responsible for the observance of all of the foregoing rules by Tenant's employees, agents, clients, customers, invitees and guests.

34. Landlord reserves the right to close and lock the Building on Saturdays, Sundays and legal holidays, and on other days between the hours of 6:00 P.M. and 7:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.

B. Parking Rules and Regulations. The following rules and regulations govern the use of the parking facilities which serve the DMC Building. Tenant will be bound by such rules and regulations and agrees to cause its employees, subtenants, assignees, contractors, suppliers, customers and invitees to observe the same:

1. Tenant will not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, subtenants, customers or invitees to be loaded, unloaded or parked in areas other than those designated by Landlord for such activities. No vehicles are to be left in the parking areas overnight and no vehicles are to be parked in the parking areas other than normally sized passenger automobiles, motorcycles and pick-up trucks. No extended term storage of vehicles is permitted.

2. Vehicles must be parked entirely within painted stall lines of a single parking stall.

3. All directional signs and arrows must be observed.

4. The speed limit within all parking areas shall be five (5) miles per hour.

5. Parking is prohibited: (a) in areas not striped for parking; (b) in aisles or on ramps; (c) where "no parking" signs are posted; (d) in cross-hatched areas; and (e) in such other areas as may be designated from time to time by Landlord or Landlord's parking operator.

6. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicle if such vehicle's audio theft alarm system remains engaged for an unreasonable period of time.

7. Washing, waxing, cleaning or servicing of any vehicle in any area not specifically reserved for such purpose is prohibited.

8. Landlord may refuse to permit any person to park in the parking facilities who violates these rules with unreasonable frequency, and any violation of these rules shall subject the violator's car to removal, at such car owner's expense. Tenant agrees to use its best efforts to acquaint its employees,

**EXHIBIT D
DIGITAL MEDIA CENTER
RULES AND REGULATIONS**

subtenants, assignees, contractors, suppliers, customers and invitees with these parking provisions, rules and regulations.

9. Parking stickers, access cards, or any other device or form of identification supplied by Landlord as a condition of use of the parking facilities shall remain the property of Landlord. Parking identification devices, if utilized by Landlord, must be displayed as requested and may not be mutilated in any manner. The serial number of the parking identification device may not be obliterated. Parking identification devices, if any, are not transferable and any device in the possession of an unauthorized holder will be void. Landlord reserves the right to refuse the sale of monthly stickers or other parking identification devices to Tenant or any of its agents, employees or representatives who willfully refuse to comply with these rules and regulations and all unposted city, state or federal ordinances, laws or agreements.

10. Loss or theft of parking identification devices or access cards must be reported to the management office in the DMC Building immediately, and a lost or stolen report must be filed by the Tenant or user of such parking identification device or access card at the time. Landlord has the right to exclude any vehicle from the parking facilities that does not have a parking identification device or valid access card. Any parking identification device or access card which is reported lost or stolen and which is subsequently found in the possession of an unauthorized person will be confiscated and the illegal holder will be subject to prosecution.

11. All damage or loss claimed to be the responsibility of Landlord must be reported, itemized in writing and delivered to the management office located within the DMC Building within ten (10) business days after any claimed damage or loss occurs. Any claim not so made is waived. Landlord is not responsible for damage by water or fire, or for the acts or omissions of others, or for articles left in vehicles. In any event, the total liability of Landlord, if any, is limited to Two Hundred Fifty Dollars (\$250.00) for all damages or loss to any car. Landlord is not responsible for loss of use.

12. The parking operators, managers or attendants are not authorized to make or allow any exceptions to these rules and regulations, without the express written consent of Landlord. Any exceptions to these rules and regulations made by the parking operators, managers or attendants without the express written consent of Landlord will not be deemed to have been approved by Landlord.

13. Landlord reserves the right, without cost or liability to Landlord, to tow any vehicles which are used or parked in violation of these rules and regulations.

14. Landlord reserves the right from time to time to modify and/or adopt such other reasonable and nondiscriminatory rules and regulations for the parking facilities as it deems reasonably necessary for the operation of the parking facilities.

INITIAL
Landlord _____
Tenant MP

Board Approval

Date

ORIGINAL

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

To:	Board of Trustees	Date: December 5, 2011
Re:	Approval of Redlands Unified School District Bid #4-11 for Furniture, Filing and Office Equipment	
Action:	Request for Approval	

BACKGROUND

Many years ago the District standardized on numerous classroom and office furniture items. These items were selected based on quality, functionality, style and cost. The Redlands USD Bid #4-11 has many of our standardized items. To utilize this bid, Board approval is required.

ANALYSIS

Attached is the Redlands USD spreadsheet with hundreds of manufacturers, vendor awards and discount/pricing tiers. The District is only interested in the vendors below and the manufacturers they represent. Listed below is discount information awarded to Culver-Newlin, Inc., Virco, Inc. and School Space Solutions.

Culver-Newlin Inc	10 – 56%
School Space Solutions	42 – 52.4%
Virco Inc	53.37 – 70%

The complete bid can be obtained in the Purchasing Department. The approval and utilization of this bid is in the best interest of the District because it allows us convenient procurement of quality, functional, cost-effective items that match our existing furniture standards. It has been reviewed by County Counsel Claire Morey and meets all state legal requirements including language allowing school districts and public entities to piggyback. This bid is good through May 25, 2012 and may be extended for three additional years.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Redlands Unified School District Bid #4-11 and all renewals for Furniture, Filing and Office Equipment awarded to Culver-Newlin, Inc., Virco Inc., and School Space Solutions as presented.

Fiscal Impact:	To Be Determined	Board Date: December 5, 2011
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor	

COUNTY FORM NO. 12
REGULAR AUDIT
SCHOOL CLAIMS DIVISION
COUNTY OF SAN BERNARDINO

CERTIFICATION OF BOARD MINUTES

SCHOOL DISTRICT: Redlands Unified School District

SUBJECT MATTER: Award Bid No. 4-11

DATE OF ACTION: May 24, 2011

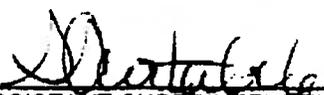
IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE ABOVE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

Award Bid No. 4-11, for furniture, to be ordered on an as needed basis at various sites, to the lowest responsible/responsive bidders, as listed on the Bid Sheet, effective immediately for one year which may be extendable up to three years. The bid is structured as a percentage off of the current manufacturer's list price. Authorize Sherryl Avitabile, Assistant Superintendent, Business Services, and Carol Oedekerck, Purchasing Manager, to sign related documents on behalf of the Board.

AUTHORITY: _____ EDUCATION CODE SECTION: _____
_____ GOVERNMENT CODE SECTION: _____
_____ OTHER: NUMBER: _____

SUPPORTIVE DATA:

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.


SIGNATURE: ASSISTANT SUPERINTENDENT, BUSINESS SERVICES

DATE: May 25, 2011

6.19 (2)

VENDER NAME: _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

<u>MANUFACTURER</u>	<u>VENDER AWARD</u>	<u>% OFF OF MANUFACTURERS PRICE LIST</u>				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
9 TO 5 SEATING	OES	60 00%	60 00%	60 00%	60 00%	
A-1 VISUAL SYSTEMS	SCHOOL SPACE	40 00%	38 00%	40 00%	41 00%	
ABCO	NB					
ABC SCHOOL EQUIPMENT	SCHOOL SPACE	32 00%	30 00%	32 00%	34 00%	
ABM OFFICE SOLUTIONS	OES	55 00%	55 00%	55 00%	55 00%	
AARIA OFFICE	OES	57 10%	54 10%	56 10%	57 10%	
ACADEMIA CLASSROOM	HERTZ	66 00%	64 00%	66 00%	68 00%	
ACCO	SCHOOL SPACE	40 00%	38 00%	40 00%	42 00%	
ACERAY	DESERT BUSINESS INTERIORS	42 00%	38 00%	39 00%	40 00%	5 yr
AGATI	NB					
AIS	NB					
ALERA	SCHOOL SPACE	59 00%	56 00%	57 00%	59 00%	
ALL STEEL	NB					
ALLIED	NB					
ALLSEATING	OES			43 00%		
ALLSEATING	DESERT BUSINESS INTERIORS	44 00%	43 00%		45 00%	10 yrs
ALLSTEEL	NB					
ALUNIMUM SEATING	SCHOOL SPACE	4 00%	3 00%	4 00%	5 00%	
AMCO (SHELVING)	NB					
AMERICAN DESK	NB					
AMERICAN SEATING	DESERT BUSINESS INTERIORS	37 50%	36 00%	36 00%	39 00%	
AMERIWOOD	NB					
AMNEON	SCHOOL SPACE	31 00%	30 00%	31 00%	32 00%	
AMOTECK LUSA	NB					
AMTAB MANUFACTURING CORP	CONCEPTS	35 00%	35 00%	35 00%	35 00%	
ANDERSON HICKEY	NB					
ANGELES GROUP	NB					
ANTHRO CORP	NB					
APEX	NB					
ARCADIA	CULVER NEWLIN	50 00%	50 00%	50 00%	50 00%	10 YR
ARCCOM	NB					
ARTCO-BELL	CULVER NEWLIN	48 00%	48 00%	48 00%	48 00%	15 YR

6.19 (3)

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

<u>MANUFACTURER</u>	<u>VENDER AWARD</u>	<u>% OFF OF MANUFACTURERS PRICE LIST</u>				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
ART CONCEPTS	NB					
ART METAL PRODUCTS	NB					
ARTOPEX	CULVER NEWLIN	50 00%	50 00%	50 00%	50 00%	10 YR
ART SPECIALITY	NB					
AURORA	CULVER NEWLIN	30 00%	30 00%	32 50%	32 50%	5 YR
AVA	NB					
BALT	SCHOOL SPACE	48 00%				
BALT	SCHOOL SPECIALTY		44 80%	48 50%	48 20%	
BASYX	SCHOOL SPACE	53 20%	53 20%	54 60%	55 70%	
BAY CONCEPTS	CULVER NEWLIN	30 00%	32 00%	32 00%	32 00%	5 YR
BERCO	DESERT BUSINESS INTERIORS	43 50%	42 00%	42 00%	44 00%	30 YR
BEST METAL	SCHOOL SPACE	47 00%	45 00%	47 00%	49 50%	
BEST-RITE	SCHOOL SPECIALTY	47 50%	44 80%	48 50%	48 20%	
BEVIS CUSTOM FURNITURE	NB					
BIOFIT	CULVER NEWLIN	33 00%	33 00%	35 00%	35 00%	13 YR
BISON	GREAT WESTERN	13 00%	13 00%	13 00%	13 00%	
BODY BUILT SEATING	CULVER NEWLIN	50 00%	50 00%	50 00%	50 00%	5 YR
BOLING	NB					
BORROUGHS	NB					
BOSS OFFICE PRODUCT	OES	57 10%	54 10%	56 10%	57 10%	
BRANDRUD	NB					
BRAYTON	NB					
BRETFORD	SCHOOL SPACE	52 40%	51 60%	52 70%	53 10%	
library	SCHOOL SPACE	52 40%	51 60%	52 70%	53 10%	
basics	SCHOOL SPACE	52 40%	51 60%	52 70%	53 10%	
BROADHEAD GARRETT	SCHOOL SPECIALTY	10 00%	10 00%	10 00%	10 00%	ITEMS STARTING WITH 12
BRODART	NB					
BUCKSTAFF	NB					
BUSH INDUSTRIES	NB					
BUZZ	NB					
CACTUS MATS	NB					
CAMPBELL-RHEA	NB					

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
CAN AM	CULVER NEWLIN	50.00%	51.00%	51.00%	52.00%	5 YR
CAPITAL SEATING	CONCEPTS	53.00%	53.00%	53.00%	53.00%	
CAROLINA	DESERT BUSINESS INTERIORS	38.00%	36.50%	36.50%	39.00%	
CAROLINA HOUSE	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	10 YR
CARPETS FOR KIDS ECT	CULVER NEWLIN	20.00%	20.00%	20.00%	20.00%	LIFETIME
CARTER'S METAL	OES	41.00%	39.00%	39.00%	41.00%	
CATALINA CHAIR MFG	NB					
CH EQUIPMENT	CONCEPTS	41.00%	41.00%	41.00%	41.00%	
CHAIR WORKS	NB					
CHERRYMAN	OES	62.50%	62.50%	62.50%	62.50%	
CHIEF	SCHOOL SPACE	30.00%	37.00%	39.00%	40.00%	
CHILDCRAFT	NB					
CLARIDGE	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	10 YR
CLARIN	SCHOOL SPACE	35.00%	31.00%	33.00%	34.00%	
CLASSROOM SELECT	SCHOOL SPECIALTY	15.00%	5.00%	8.00%	15.00%	
COASTER	NB					
COLUMBIA	SCHOOL SPACE	30.00%	30.00%	32.00%	35.00%	
COMMUNITY	OES	49.10%	47.80%	49.10%	49.90%	
COMPACT INTERNATIONAL	NB					
CONCENSYS	NB					
COPERNICUS	SCHOOL SPECIALTY	30.00%	26.00%	28.00%	28.00%	
CORRELL	SCHOOL SPACE	47.90%	46.60%	47.60%	48.00%	
CHROMCRAFT	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	12 YR
CONT. ENG./MICRO CENTRE	NB					
COURNCIL CRAFTSMEN	NB					
CRAFTSMAN	DESERT BUSINESS INTERIORS	42.50%	40.00%	40.00%	45.00%	
CRAMER	NB					
CRC/MASTERCRAFT	NB					
CREATIVE OFFICE SEATING	NB					
CULVER NEWLIN	CULVER NEWLIN	NET	NET	NET	NET	15 YR
DMI	CULVER NEWLIN	52.00%	54.00%	54.00%	54.00%	LIFETIME
DANA LIGHTING	NB					

6.19 (5)

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
DAR RAN	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	10 YR
DATUM	NB					
DAVIS	DESERT BUSINESS INTERIORS	33.50%	32.00%	32.00%	33.50%	5 YR
DEBONAIR MFG	NB					
DESIGNTEX	NB					
DESK MAKERS	DESERT BUSINESS INTERIORS	54.25%	54.00%	54.00%	54.50%	
DIVERSIFIED WOOD	SCHOOL SPACE		41.10%	46.10%	48.60%	
DIVERSIFIED WOOD	SCHOOL SPECIALTY	48.50%				
DIVERSIFIED METAL	DIVERSIFIED METAL	3.40%	6.00%	7.00%	7.00%	NOT ASIP
DOUGLAS SPORTING GOODS	GREAT WESTERN	13.00%	13.00%	13.00%	13.00%	
DRAPER	SCHOOL SPACE	10.00%	12.00%	14.00%	16.00%	
DRAPER SHADE AND SCREEN	SCHOOL SPACE	10.00%	12.00%	14.00%	16.00%	
ECD	SCHOOL SPACE	58.60%	56.40%	56.90%	58.90%	
EDC	NB					
E D I	NB					
EGAN	NB					
EOC	NB					
E R G	NB					
EARLY CHILDHOOD RESOURCES	CONCEPTS	40.00%	40.00%	40.00%	40.00%	
ECK ADAMS	NB					
EDER FLAG	GREAT WESTERN	10.00%	10.00%	10.00%	10.00%	
EQUIPMENT DISTRIBUTORS	NB					
ENCORE	CULVER NEWLIN	41.00%	43.00%	45.00%	45.00%	5 YR
ERGOCONCEPT OFFICE FURNITURE	CONCEPTS	63.50%	63.50%	63.50%	63.50%	
ERGO CONCEPTS	SCHOOL SPACE	50.00%	48.00%	49.00%	50.20%	
ESI	CONCEPTS	40.00%	40.00%	40.00%	40.00%	
ESTEY LIBRARY	NB					
EUROTECH CHAIRS	SCHOOL SPACE	59.00%		57.80%	59.10%	
EUROTECH CHAIRS	SCHOOL SPECIALTY		56.00%			
EXECUTIVE FURN.	NB					
F D L /LTD.	NB					
FAUSTINO'S CASEWORK	CONCEPTS	59.50%	59.50%	59.50%	59.50%	

(6) 619

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
FAUSTINO'S OTHER THAN CASEWORK	OES	54.30%	54.30%	54.10%	54.10%	10 YR
FIREKING	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	10 YR
FIRST OFFICE	OES		43.00%	43.00%		
FIRST OFFICE	DESERT BUSINESS INTERIORS	46.00%			46.00%	12 YR
FIXTURES	CULVER NEWLIN	50.00%	50.00%	50.00%	50.00%	1 YR.3 YR.5 YR.10YR
FLAGSHIP	SCHOOL SPACE	5.00%	4.00%	5.00%	10.00%	
FLEETWOOD	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
classroom furniture	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
library collection	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
illusions	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
harmony collection	SCHOOL SPACE	38.60%	36.60%	37.60%	38.60%	
FONTANA ENTEPRISES	OES	46.00%	45.00%	45.00%	46.00%	
FREY SCIENTIFIC	NB					
FRIANT	DESERT BUSINESS INTERIORS	65.00%	64.00%	65.00%	67.50%	
FULMARQUE	NB					
FUSION SITE FURNISHING	GREAT WESTERN	10.00%	10.00%	10.00%	10.00%	
GAMETIME	GREAT WESTERN*	NON RESPONSIVE US COMMUNITIES PRICING OFFERED				
GBC	NB					
GALAXY FURNITURE	OES	50.00%	50.00%	50.00%	50.00%	
GEN2	NB					
GEORGIA CHAIR	SCHOOL SPECIALTY	30.00%		28.00%	28.00%	
GEORGIA CHAIR	CULVER NEWLIN		26.40%			
GHENT MANUFACTURING	SCHOOL SPACE	45.00%	44.00%	46.00%	48.00%	
GLOBAL EVOLVE	OES	55.40%	54.20%	55.30%	55.40%	
GLOBAL INC	OES		54.20%			
GLOBAL INC	DESERT BUSINESS INTERIORS	57.00%		57.70%	57.70%	LIFETIME
GLOBE	NB					
GRAND STAND	OES	52.50%	52.50%	52.50%	52.50%	
GRESSCO LTD.	SCHOOL SPACE	16.00%	12.00%	14.00%	16.40%	
GT GRANDSTANDS	GREAT WESTERN	12.00%	12.00%	12.00%	12.00%	
GUNLOCK	NB					

6.19 (7)

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11						
MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
H. WILSON	NB					
HBF CASEGOODS	DESERT BUSINESS INTERIORS	42 50%	40 00%	40 00%	45 00%	
HADRIAN	NB					
HALE	NB					
HAMILTON SORTER	NB					
HAMILTON	NB					
HANN	NB					
HASKELL	NB					
HAWORTH	NB					
unigroup	NB					
seating	NB					
smed walls	NB					
haworth nexus flooring	NB					
HIGHMARK	OES	50 40%	49 40%	49 40%	50 40%	
HIGH POINT	SCHOOL SPACE	55 00%	54 10%	56 70%	57 00%	
HIGHSMITH	NB					
HOLGA	NB					
HOLLBROOK	NB					
HON	SCHOOL SPACE				56 95%	
HON	OES	58 80%	57 00%	57 00%		
HORIZON SEATING	SCHOOL SPECIALTY	48 80%	42 80%	45 80%	45 80%	
HOWELL WAKEFIELD	NB					
HUMANSCALE	OES	51 10%	46 20%	51 10%	51 10%	
IDEA@WORK	OES	54 50%	51 10%	51 10%	55 50%	
IDEON	NB					
IFC	NB					
IFS	SCHOOL SPACE	49 00%	53 00%	55 00%	56 00%	
INDIANA DESK	CULVER NEWLIN	50 00%	50 00%	50 00%	50 00%	10 YR
INNERSPACE	NB					
INTEGRA	NB					
INTERIOR CONCEPTS	SCHOOL SPECIALTY	41.00%	37 00%	38.00%	38 00%	
INTERIOR SYSTEMS	SCHOOL SPECIALTY	30.00%	26 00%	28 00%	28 00%	

(8) 6.19

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
INVINCIBLE	NB					
INWOOD	CULVER NEWLIN	50 00%	50 00%	50 00%	50 00%	10 YR
IRONWOOD	SCHOOL SPECIALTY	30 00%	26 00%	28 00%	28 00%	
IRWIN SEATING	NB					
IZZY	DESERT BUSINESS INTERIORS	39 00%	37 50%	37 50%	40 00%	
JSI/COMMUNITY	OES	49 80%	49 80%	49 80%	49 90%	
JAMES EDWARDS	OES	55 00%	55 00%	55 00%	55 00%	
JASPER CHAIR	CONCEPTS	45 00%	45 00%	45 00%	45 00%	
JASPER LIBRARY GROUP	SCHOOL SPACE	47 80%	45 90%	48 20%	49 20%	
JOFCO	NB					
JONTI-CRAFT	CULVER NEWLIN		29 00%			
JONTI-CRAFT	SCHOOL SPACE	33 60%		29 65%	34 20%	
K & K	NB					
KAY PARK	GREAT WESTERN	13 00%	13 00%	13 00%	13 00%	
KENCOAT	NB					
KFI SEATING	OES		52 00%	54 00%	54 00%	
KFI SEATING	SCHOOL SPECIALTY	58 00%				
KI	CULVER NEWLIN	50 00%	50 00%	50 00%	50 00%	15/10/5/3/1 YR
KINGS RIVER CASTINGS	GREAT WESTERN	13 00%	13 00%	13 00%	13 00%	
KNOLL (DOES NOT INC PARTS)	DESERT BUSINESS INTERIORS*	40 00%	40 00%	40 00%	40 00%	
KODIAK	NB					
KOHBURG INC	NB					
KOMFORT	NB					
KORDEN	OES	46 80%	46 80%	46 80%	46 80%	
KORDON FIRE PROOF FILES	OES	41 50%	42 50%	42 50%	41 50%	
KRUEGER	NB					
KWIK-FILE	OFFICE DEPOT	40 00%	35 00%	35 00%	35 00%	
LA CASSE	NB					
LA STEELCRAFT	GREAT WESTERN	13 00%	13 00%	13 00%	13 00%	
FIBERGLASS		13 00%	13 00%	13 00%	13 00%	
UMBRELLA		13 00%	13 00%	13 00%	13 00%	
EXPANDED		13 00%	13 00%	13 00%	13 00%	

6.19 (9)

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME: _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11						
MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
ALUM		13 00%	13.00%	13 00%	13 00%	
WOOD		13 00%	13.00%	13 00%	13 00%	
REMAINING		13 00%	13 00%	13 00%	13 00%	
LA Z BOY	CULVER NEWLIN	56 00%	56 00%	56 00%	56 00%	LIMITED LIFETIME
LANDSCAPE FORMS	NB					
LANE TABLER	NB					
LEISURE CRAFT	CONCEPTS	LIST	LIST	LIST	LIST	
LEONARD PETERSON	NB					
LESRO INDUSTRIES	SCHOOL SPACE			51.50%	52 50%	
LESRO INDUSTRIES	SCHOOL SPECIALTY	54 00%	50 00%			
LIBRARY BUREAU	NB					
LITE SOURCE INC	NB					
LIST INDUSTRIES	NB					
LOWENSTEIN	DESERT BUSINESS INTERIORS	38 00%	36 50%	36 50%	39 00%	
LSI	NB					
LUXOR	SCHOOL SPACE	36 20%	29 50%	30 50%	35 00%	
LYON METAL	SCHOOL SPACE	33 80%	32 20%	33 70%	34 60%	
LYON WORKSPACE PRODUCTS	SCHOOL SPACE	33 80%	32 20%	33 70%	34 60%	
MDF	GREAT WESTERN	7 00%	7 00%	7 00%	7 00%	
MACO MFG	CONCEPTS	30 00%	30 00%	30 00%	30 00%	
MAHAR	SCHOOL SPACE	15 00%	10 00%	12 00%	15 00%	
MAHARAM FABRICS	NB					
MARSH	NB					
MARTIN	CULVER NEWLIN	50 00%	50 00%	50 00%	50 00%	10 YR
MARVEL	NB					
MAVERICK DESK MFG	SCHOOL SPACE	61 90%			62 00%	
MAVERICK DESK MFG	OES		61 40%	61 60%		
MAXON	OES	56 10%	56 50%	56 50%	56 10%	
MAYLINE	CULVER NEWLIN	50 00%	50 00%	50 00%	50 00%	LIMITED LIFETIME 10- 5 YR
MCDOWELL-CRAIG	SCHOOL SPACE	43 00%	42 00%	43 00%	44 00%	
MEDIA TECHNOLOGY	SCHOOL SPECIATY	45 00%	40 00%	40 00%	45 00%	

6.19 (10)

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
MICROCENTER	NB					
MICROCOMPUTER ACCESSORIES	NB					
MIDWEST FOLDING PRODUCTS	CULVER NEWLIN	20 00%	25 00%	25 00%	25 00%	15 YR
MITCHELL	NB					
MITY-LITE	SCHOOL SPACE	39 70%	36 70%	39 70%	42 70%	
MODUFORM	NB					
MOHON	NB					
MOMENTUM	NB					
N-VISION	NB					
N WALL	SCHOOL SPACE	12 00%	10 00%	12 00%	15 00%	
NATIONAL OFFICE	OFFICE DEPOT	48 00%	43 00%	43 00%	43 00%	
NATIONAL PUBLIC SEATING	SCHOOL SPACE	53 60%	50 90%	52 90%	53 70%	
NATIONAL SCHOOL LINES	NB					
NEMSCHOFF	NB					
NEUTRAL POSTURE	OES	50 00%	50 00%	50 00%	50 00%	
NIGHTINGALE	CULVER NEWLIN	50 00%	50 00%	50 00%	50 00%	5 YR
NORCO	NB					
NOVA	NB					
NUCRAFT	DESERT BUSINESS INTERIORS	38 50%	35 00%	35 00%	39 50%	
NU ERGONOMICS	DESERT BUSINESS INTERIORS	40 00%	35 00%	35 00%	40 00%	
OFM	SCHOOL SPACE	63 20%	62 28%	63 35%	63 90%	
OFS	DESERT BUSINESS INTERIORS	44 00%	42 50%	42 50%	45 00%	
OKLAHOMA SOUND CORP	SCHOOL SPACE	52 00%	49 60%	51 80%	52 40%	
OAKWOOD LIBRARY	NB					
OFFICE CHAIRS INC	OES	52 00%	52 00%	54 00%	55 00%	
OFFICE CHAIRS MFG	NB					
OFFICE MASTER	CONCEPTS	60 00%	60 00%	60 00%	60 00%	
OFFICE SOURCE	NB					
OFFICE STAR	CONCEPTS	60 00%	60 00%	60 00%	60 00%	
OFFICES TO GO	HERTZ	58 00%				
OFFICES TO GO	OES		57 00%	57 00%		
OFFICES TO GO	SCHOOL SPACE				59 00%	

6.19 (11)

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
ORNA-METAL	NB					
P W. ATHLETIC tables & benches	NB					
PALLAS TEXTILES	NB					
PALMER-HAMILTON	SCHOOL SPACE	47.00%	45.30%	46.80%	47.10%	
PAOLI	OES	21.00%	17.00%	19.00%	20.00%	
PARAGON	NB					
PARALAX ENG. DATA PROD	NB					
PATRICIAN	NB					
PENCO	SCHOOL SPECIALTY	28.00%	25.00%	26.00%	26.00%	
PEPCO	NB					
PETER PEPPER PRODUCTS	CULVER NEWLIN	40.00%	40.00%	40.00%	40.00%	2 YR
PHEONIX FIRE FILES	SCHOOL SPACE	30.00%	28.00%	30.00%	32.00%	
PIONEER FURNITURE CATALOG	NB					
PLANHOLD	NB					
PLATINURN SYSTEMS	NB					
PLANTO FURN	NB					
QUARTET	NB					
QUICK CRETE PRODUCTS CORP	NB					
RCR	NB					
RJLA MFG	NB					
RSI	NB					
RAMCO	NB					
THE RAYNOR GROUP	SCHOOL SPACE			45.00%	47.00%	
THE RAYNOR GROUP	OFFICE DEPOT	49.00%	44.00%			
REGAL PLASTICS	NB					
REIMERS	OFFICE DEPOT	49.00%	44.00%	44.00%	44.00%	
REPUBLIC	SCHOOL SPECIALTY	48.00%	40.00%	41.00%	41.00%	
RESILIENT FURNITURE	NB					
RICHARDS-WILCOX	NB					
RIDDER CABINET	NB					
RIGHT ANGLE (NON ERGO)	SCHOOL SPACE	46.50%			46.50%	
RIGHT ANGLE (ERGONOMICS ONLY)	OFFICE DEPOT	51.00%	46.00%	46.00%	46.00%	

6.19 (12)

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11						
MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
RIGHT ANGLE (NON ERGO)	CONCEPTS					
ROSENBAUM FINE ART	NB		45 00%	45 00%		
ROYAL SEATING	SCHOOL SPACE	56 00%	53 00%	55 10%	56 20%	
group 1-5	SCHOOL SPACE	56 00%	53 00%	55 10%	56 20%	
group 6	SCHOOL SPACE	56 00%	53 00%	55 10%	56 20%	
group 7-8	SCHOOL SPACE	56 00%	53 00%	55 10%	56 20%	
RUBBERMAID CHAIRMATS	NB					
SCM	SCHOOL SPACE	1 00%	LIST +4	List +1	1 00%	
S P RICHARDS	OES	21 00%	21 00%	21 00%	21 00%	
SAFECO SEATING	OES	41 00%	41 00%	41 00%	40 00%	
SAFECO EXCEPT SEATING	SCHOOL SPACE	42 00%	41 00%	41 50%	42 00%	
SANDUSKY LEE	CULVER NEWLIN		50 00%	50 00%	50 00%	
SANDUSKY LEE	SCHOOL SPECIALTY	52 00%				10 yr
SAUDER WOODWORKING	NB					
SCREENFLEX STANDARD	SCHOOL SPACE	50 00%	45 20%	45 20%	46 00%	
SCREENFLEX COMMERCIAL	SCHOOL SPECIALTY	49 00%	45 20%	45 20%	46 00%	
SCHOLARCRAFT-Accolade	CONCEPTS	50 00%	50 00%	50 00%	50 00%	
SCHOLARCRAFT-ALL OTHERS	CONCEPTS	48 00%	48 00%	48 00%	48 00%	
SCHOLARCRAFT-OVATION ONLY	CONCEPTS	60 00%	60 00%	60 00%	60 00%	
SCHOOL CONCEPTS FURNITURE NB						
SCHOOL HOUSE	SCHOOL SPACE	35 00%	35 00%	36 00%	37 00%	
SCHOOL SPACE SOLUTIONS CATALOG	SCHOOL SPACE	20 00%	15 00%	15 00%	20 00%	
SCHWAB	OES	47 00%	47 00%	49 00%	48 00%	
SCHAIN SHOP-BILT	SCHOOL SPACE	35 00%	35 00%	37 00%	39 00%	
SCHOOL SPECIALTY CATALOG	SCHOOL SPECIALTY - FURNITURE ONLY	15 00%	5 00%	8 00%	12 00%	
SCM	SCHOOL SPACE	1 00%	LIST +4	LIST +1	1 00%	
SEALY	SCHOOL SPACE	15 00%	15 00%	17 00%	21 00%	
SENTRY GROUP	NB					
SICO	SCHOOL SPACE	21 00%	17 50%	19 00%	24 50%	
SIMPLICITY	NB					
SIRCO	NB					
SISNEROS	SCHOOL SPACE	62 90%	63 90%	65 90%	67 90%	

6.19 (13)

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11						
MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
SIT ON IT SEATING	OES	52.50%	50.00%	52.50%	52.50%	
SITMATIC	OES	37.00%	33.50%	34.60%	36.50%	
SITWELL	DESERT BUSINESS INTERIORS	42.50%	40.00%	40.00%	44.00%	
SKILLED MODULAR OFFICE	NB					
SMART TECHNOLOGIES	NB					
SMEAD	NB					
SMITH SYSTEMS	SCHOOL SPACE	53.20%	53.20%	53.50%	54.00%	
SOLUTIONS	NB					
SOUTHERN ALUMINUM	NB					
SP RICHARD	NB					
SPORTS PLAY	GREAT WESTERN	15.00%	15.00%	15.00%	15.00%	
STETZEL & ASSOC	NB					
STUART CLARK	NB					
STEVENS INDUSTRIES	SCHOOL SPACE	20.00%	20.00%	25.00%	29.00%	
STYLEX	NB					
SUPERIOR CHAIR	NB					
SURFACE TECH	NB					
SYNSOR	NB					
SYSTMATIX	NB					
TANDUS	NB					
TAYCO	OES	39.00%	36.00%	38.00%	39.00%	
TEC	SCHOOL SPACE	40.00%	38.00%	40.00%	42.00%	
TELLUS	NB					
TENEX	NB					
TENNSCO	NB					
TESCO	SCHOOL SPECIALTY	38.00%	35.00%	35.00%	36.00%	
TEKNION	NB					
TEXWOOD	SCHOOL SPACE	53.00%	50.00%	52.00%	54.00%	
(TEXWOOD) INDECO	NB					
THONET	NB					
TIFFANY FURNITURE CO	OFFICE DEPOT	40.00%	35.00%	35.00%	35.00%	
TODDLER TABLES	NB					

6.19 (14)

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME: _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

MANUFACTURER	VENDER AWARD	% OFF OF MANUFACTURERS PRICE LIST				Warranty
		<\$2500	>\$2501 & <\$10,000ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
TOMES OF CALIFORNIA	NB					
TOTMATE	SCHOOL SPACE	20 00%	20.00%	25 00%	29 00%	
TRACK SEATING	NB					
TRENDWAY SEATING ONLY	OFFICE DEPOT	47 00%	42 00%	42 00%	42 00%	
TRENDWAY PRODUCT ONLY	OFFICE DEPOT	51 00%	46 00%	46.00%	46 00%	
TRIAD GROUP	OES	35 00%	36 00%	36 00%	35 00%	
TRINITY OFFICE FURN	OES	38 00%	38.00%	38.00%	36 00%	
TROPITONE	NB					
ULINE INC	NB					
ULTRA PLAY	GREAT WESTERN	13 00%	13 00%	13 00%	13 00%	
ULTRASITE SEE WEBCOAT	GREAT WESTERN	13 00%	13 00%	13 00%	13 00%	
U.O.F.	NB					
USA Capitol	CONCEPTS	53 00%	53 00%	53 00%	53 00%	
UNITED CHAIR	OES	55 00%	54 50%	56 00%	56 30%	
UNITED DESK	CONCEPTS	59 50%	59.50%	59 50%	59 50%	
UNITED STATIONERS	SCHOOL SPACE	37 00%	35.00%	36 00%	37 00%	
UNITED UPHOLSTERY	NB					
VS	SCHOOL SPACE	11 00%	12 00%	13 00%	15 00%	
V W R MOMENTUM TEXTILES	NB					
VALIENT	NB					
VECTA	NB					
VERTIFLEX CO	NB					
VIA INC	CULVER NEWLIN	45 00%	45 00%	45 00%	45 00%	10 yr
VILLAGEOIS	NB					
VIRCO TAILGATE DELIVERY	VIRCO*	61 50%	62 50%		70 00%	10 yr
VIRCO \$2500 TO \$7499	VIRCO		53.37%		64.20%	10 yr
VIRCO \$7500 TO \$14,999	VIRCO			59.60%		10 yr
VIRCO \$15,000 TO \$29,000	VIRCO			63.00%		10 yr
VIRCO \$30,000 TO \$99,000	VIRCO				64.20%	10 yr
VIRCO > \$100,000	VIRCO				65.65%	10 yr
VISU-FLEX	NB					
VOGEL PETERSON	NB					

6.19 (15)

ASIP - ASSEMBLED SET IN PLACE

VENDER NAME _____

FURNITURE, FILING, AND OFFICE EQUIPMENT BID SHEET 4-11

<u>MANUFACTURER</u>	<u>VENDER AWARD</u>	<u>% OFF OF MANUFACTURERS PRICE LIST</u>				Warranty
		<\$2500	>\$2501 & <\$10,000 ASIP	>\$10,001 & <\$25,000 ASIP	>\$25,001 ASIP	
W B S SHELIVING	NB					
WABASH VALLEY	NB					
WADDELL	NB					
WEBCOAT OUTDOOR FURNITURE	GREAT WESTERN	13.00%	13.00%	13.00%	13.00%	
WEST COAST INDUSTRIES	DESERT BUSINESS INTERIORS	35.00%	35.00%	35.00%	37.50%	1 yr
WESTERN PACIFIC	NB					
WHITEHALL FURNITURE	OFFICE DEPOT	47.00%	42.00%	42.00%	42.00%	
WHOLESALE FURNITURE	NB					
WILSONSTAK	NB					
WINDSOR ART PRODUCTS	NB					
WORKPLACE	NB					
WOOD CRAFT	NB					
WOOD DESIGNS	HERTZ	21.00%	15.00%	17.00%	19.00%	
WORKRITE	OES	43.00%		40.30%		
WORKRITE	CONCEPTS		40.00%			
WORKRITE	CULVER NEWLIN				42.00%	
WOW	SCHOOL SPACE	1.00%	1.50%	2.00%	2.50%	
ZOOM	OES	49.00%	50.20%	51.20%	52.20%	

6.19 (16)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020936	883.67	INLAND CUTTER SERVICE INC	Repair & Replacement Parts			10/28/2011
12-P0020937	462.90	AMERICAN EXPRESS	Conference Expenses	SP		10/31/2011
12-P0020938	109.10	JUAN POLLO 24	Food and Food Service Supplies	SP		10/31/2011
12-P0020939	150.00	ORANGE COAST PLUMBING INC	Contracted Repair Services			10/31/2011
12-P0020940	505.89	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP	BOND	10/31/2011
12-P0020941	585.00	UNIV OF MISSOURI	Conference Expenses	SP		11/1/2011
12-P0020942	437.71	RESOURT MISSOURI LLC	Conference Expenses	SP		11/1/2011
12-P0020943	468.10	AMERICAN EXPRESS	Conference Expenses	SP		11/1/2011
12-P0020944	215.00	THE NATL HEP/CAMP ASSOCIATION	Conference Expenses	SP		11/1/2011
12-P0020945	790.41	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/1/2011
12-P0020946	35.59	OPTIMA INC	Instructional Supplies	SP		11/1/2011
12-P0020947	1,656.25	TUNGSTEN CAPITAL PARTNERS LLC	Equipment - Federal Progs >200	SP		11/1/2011
12-P0020948	2,299.85	HOUGHTON MIFFLIN HARCOURT PUBL	Books, Mags & Ref Mat, Non-Lib	SP		11/1/2011
12-P0020949	606.86	ABRAHAM JEFFREY TODD	Instructional Supplies	SP		11/1/2011
12-P0020950	419.25	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		11/1/2011
12-P0020951	409.45	RDA RESOURCE DESCRIPTION & ACCESS	Other Licenses & Fees			11/1/2011
12-P0020952	288.45	MIDWEST LIBRARY SVC	Library Books			11/1/2011
12-P0020953	384.97	GALE GROUP	Library Books			11/1/2011
12-P0020954	2,359.42	HOUGHTON MIFFLIN HARCOURT PUBL	Books, Mags & Ref Mat, Non-Lib	SP		11/1/2011
12-P0020955	8,318.80	EBSCO SUBSCRIPTION SVCS	Library Books - Periodicals			11/1/2011
12-P0020956	279.76	APCO GRAPHICS INC	Building Improvements	SP		11/1/2011
12-P0020957	574.61	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			11/1/2011
12-P0020958	139.14	FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/1/2011
12-P0020959	1,198.00	VORTEX INDUSTRIES	Contracted Repair Services	SP		11/1/2011
12-P0020960	375.00	CASFAA	Conference Expenses	SP		11/1/2011
12-P0020961	375.00	CASFAA	Conference Expenses	SP		11/1/2011
12-P0020962	375.00	CASFAA	Conference Expenses	SP		11/1/2011
12-P0020963	375.00	CASFAA	Conference Expenses	SP		11/1/2011
12-P0020964	323.62	HYATT	Conference Expenses	SP		11/1/2011
12-P0020965	323.62	SHERATON	Conference Expenses	SP		11/1/2011
12-P0020966	323.62	SHERATON	Conference Expenses	SP		11/1/2011
12-P0020967	323.62	SHERATON	Conference Expenses	SP		11/1/2011
12-P0020968	90.00	HONORS TRANSFER COUNCIL OF CALIF	Inst Dues & Memberships	SP		11/2/2011
* 12-P0020969	7,060.00	PUBLIC HEALTH FOUNDATION ENTERPRISES INC	Contracted Services	SP		11/2/2011
12-P0020970	7,500.00	CARA LOCKWOOD AND ASSOCIATES	Contracted Services	SP		11/2/2011

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0020971	256.92	D4 SOLUTIONS INC.	Building Improvements	SP		11/2/2011
12-P0020972	166.70	SMART & FINAL	Food and Food Service Supplies	SP		11/2/2011
12-P0020973	1,827.00	WEATHERITE CORP	Contracted Repair Services			11/2/2011
12-P0020974	300.00	DON BOOKSTORE	Instructional Supplies	SP		11/2/2011
12-P0020975	1,466.21	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		11/2/2011
12-P0020976	4,500.00	WACO ASSOCIATES INC	Repair & Replacement Parts			11/2/2011
12-P0020977	4,824.19	GOENGINEER	Software License and Fees			11/2/2011
12-P0020978	95.00	WITLOCK RICHARD DAVID	Contracted Repair Services			11/2/2011
12-P0020979	350.00	ACADEMIC SENATE FOR	Conference Expenses	SP		11/2/2011
12-P0020980	557.24	M R HOTELS LLC	Conference Expenses	SP		11/2/2011
12-P0020981	500.00	SMART & FINAL	Food and Food Service Supplies	SP		11/2/2011
12-P0020982	4,000.00	OXYGEN SVC CO	Instructional Supplies	SP		11/2/2011
12-P0020983	4,950.00	DON BOOKSTORE	Other Exp Paid for Students	SP		11/2/2011
12-P0020984	150.74	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/2/2011
12-P0020985	87.17	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/2/2011
12-P0020986	500.00	AMERICAN OIL CO	Hazardous Materials Removal			11/2/2011
12-P0020987	315.65	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/2/2011
12-P0020988	1,035.95	SVM LP	Other Exp Paid for Students	SP		11/2/2011
12-P0020989	149.77	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/2/2011
12-P0020990	327.00	ORANGE COUNTY INDUSTRIALYSEWING MACHINE CO	Instructional Supplies	SP		11/2/2011
12-P0020991	700.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/2/2011
12-P0020992	1,562.60	MULTIWAVE TECH CORP	Instructional Supplies	SP		11/2/2011
12-P0020993	25,455.94	THOMAS & BETTS POWER SOLUTIONS LLC	Equipment - All Other > \$1,000	SP		11/2/2011
12-P0020995	2,160.00	ORANGE COUNTY REGISTER	Advertising	SP		11/3/2011
12-P0020996	1,000.00	DAN'S MACHINE REPAIR	Contracted Repair Services	SP		11/3/2011
12-P0020997	1,250.00	TREESMITH ENTERPRISES INC	Contracted Services			11/3/2011
12-P0020998	525.00	LUX BUS AMERICA	Transportation - Student	SP		11/3/2011
12-P0020999	500.00	WELLS FARGO BANK	Conference Expenses			11/3/2011
12-P0021000	1,115.22	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		11/3/2011
12-P0021001	266.37	ULINE	Instructional Supplies	SP		11/3/2011
12-P0021002	1,436.34	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		11/3/2011
12-P0021003	500.00	RIVERVIEW GOLF COURSE	Rental - Facility (Short-term)			11/3/2011
12-P0021004	2,453.81	HOUGHTON MIFFLIN HARCOURT PUBL	Books, Mags & Ref Mat, Non-Lib	SP		11/3/2011
12-P0021005	1,940.89	HOUGHTON MIFFLIN HARCOURT PUBL	Books, Mags & Ref Mat, Non-Lib	SP		11/3/2011
12-P0021006	1,092.82	HOBART INSTITUTE OF WELDING	Books, Mags & Ref Mat, Non-Lib	SP		11/3/2011

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6.20 (2)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021007	44.49	MARTA S. LOPEZ	Food and Food Service Supplies			11/3/2011
12-P0021008	398.13	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		11/3/2011
12-P0021009	1,648.58	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		11/3/2011
12-P0021010	175.00	ECCTYC	Inst Dues & Memberships	SP		11/3/2011
12-P0021011	121,508.96	CAMERON WELDING	Equipment - Federal Progs >200	SP		11/4/2011
12-P0021012	47,927.20	ACER SPRINGWOOD INDUSTRIAL INC.	Equipment - Federal Progs >200	SP		11/4/2011
12-P0021013	1,550.00	CALIF MUNICIPAL STATISTICS	Contracted Services			11/4/2011
12-P0021014	24,745.00	PROFESSIONAL TURF SPECIALTIES INC	Maint/Oper Service Agreements			11/4/2011
12-P0021015	401.76	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/7/2011
* 12-P0021016	944.03	SAM ASH MUSIC	Non-Instructional Supplies	SP		11/7/2011
12-P0021017	235.00	CALIF LAND SURVEYORS ASSOC	Advertising	SP		11/7/2011
12-P0021018	9,000.00	SPECTRUM INFORMATION SVCS	Reproduction/Printing Expenses	SP		11/7/2011
12-P0021019	4,500.00	KUALI FOUNDATION	Inst Dues & Memberships			11/7/2011
12-P0021020	400.00	DON BOOKSTORE	Non-Instructional Supplies	SP		11/7/2011
12-P0021021	1,853.30	IMAGE PRINTING SOLUTIONS	Reproduction/Printing Expenses	SP		11/7/2011
12-P0021022	150.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			11/7/2011
12-P0021024	4,800.00	REGENTS OF THE UNIV OF CALIF	Contracted Services	SP		11/7/2011
* 12-P0021025	78,511.00	MOMS ORANGE COUNTY	Contracted Services	SP		11/7/2011
12-P0021026	5,000.00	CRC INC	Contracted Services	SP		11/7/2011
12-P0021027	11,332.46	EX LIBRIS USA INC	Software Support Service			11/8/2011
* 12-P0021028	90,637.50	ACCUVANT INC	Software Support Service			11/8/2011
12-P0021029	35.70	CDW GOVERNMENT INC.	Non-Instructional Supplies	SP		11/8/2011
12-P0021030	1,000.00	STATE CHEMICAL MFG CO	Non-Instructional Supplies			11/8/2011
12-P0021031	868.36	KLM AIR INC	Contracted Repair Services			11/8/2011
12-P0021032	1,620.59	PACIFIC SYSTEMS ELECTRIC INC	Contracted Repair Services			11/8/2011
12-P0021033	122.81	CDW GOVERNMENT INC.	Non-Instructional Supplies			11/8/2011
12-P0021034	479.92	HOME DEPOT	Equip/Software - >\$200 <\$1,000	SP		11/8/2011
12-P0021035	1,000.00	RADIO SHACK	Instructional Supplies	SP		11/8/2011
12-P0021036	1,114.00	DAN'S MACHINE REPAIR	Repair & Replacement Parts			11/8/2011
12-P0021037	237.47	DELL COMPUTER	Non-Instructional Supplies			11/8/2011
12-P0021038	1,185.79	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		11/8/2011
12-P0021039	74.71	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		11/8/2011
* 12-P0021040	2,430.63	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		11/8/2011
12-P0021041	500.50	DIX METALS	Instructional Supplies	SP		11/9/2011
12-P0021042	3,052.18	FITNESS WHOLESale	Instructional Supplies	SP		11/9/2011

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6.20(3)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021043	2,012.00	PIRATE'S DINNER ADVENTURE	Other Participant Prog Svc/Exp	SP		11/9/2011
12-P0021044	1,544.59	ORANGE TREE DELI & CATERING	Food and Food Service Supplies	SP		11/9/2011
12-P0021045	400.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/9/2011
12-P0021046	1,700.00	PACIFIC COACHWAYS CHARTER	Transportation - Student	SP		11/9/2011
12-P0021047	266.36	OFFICE DEPOT BUSINESS SVCS	Equip/Software - >\$200 <\$1,000	SP		11/9/2011
12-P0021048	2,951.51	NCS PEARSON INC	Non-Instructional Supplies	SP		11/9/2011
12-P0021049	346.70	GALE GROUP	Library Books	SP		11/9/2011
12-P0021050	150.00	SCHOLARSHIP AMERICA INC	Inst Dues & Memberships	SP		11/9/2011
12-P0021051	7,872.99	MCMAHAN BUSINESS INTERIORS	Equip/Software - >\$200 <\$1,000			11/9/2011
12-P0021052	550.00	PACIFIC COACHWAYS CHARTER	Transportation - Student	SP		11/9/2011
12-P0021053	90.73	DIRANNA DAVID	Instructional Supplies	SP		11/9/2011
12-P0021054	2,367.00	ECS IMAGING INC	Software Support Service	SP		11/9/2011
12-P0021055	358.85	DAY LITE MAINTENANCE CO INC	Contracted Repair Services			11/9/2011
12-P0021056	3,200.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			11/9/2011
12-P0021057	501.04	COUNTRY GARDEN CATERERS	Food and Food Service Supplies	SP		11/9/2011
12-P0021058	2,793.42	WE DO GRAPHICS INC	Non-Instructional Supplies	SP		11/9/2011
12-P0021059	4,200.00	MIDDLE COLLEGE HIGH SCHOOL	Conference Expenses	SP		11/9/2011
12-P0021060	481.16	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/9/2011
12-P0021061	172.39	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/9/2011
12-P0021062	60,000.00	MUCKENTHALER & ASSOC INC	Contracted Services	SP		11/9/2011
12-P0021063	3,150.00	STATE OF CALIFORNIA	Other Licenses & Fees			11/10/2011
12-P0021064	603.41	MCMAHAN BUSINESS INTERIORS	Contracted Services	SP		11/10/2011
12-P0021065	2,403.07	ONE SOURCE PRINT SOLUTIONS	Reproduction/Printing Expenses	SP		11/10/2011
12-P0021066	1,500.00	HOME DEPOT	Instructional Supplies	SP		11/10/2011
12-P0021067	25.41	AIR & WATER SYSTEMS	Non-Instructional Supplies			11/10/2011
12-P0021068	3,135.20	SO COUNTIES LUBRICANTS	Gasoline			11/14/2011
12-P0021069	1,755.96	DELL COMPUTER	Non-Instructional Supplies	SP		11/14/2011
12-P0021070	1,235.12	DELL COMPUTER	Equipment - All Other > \$1,000			11/14/2011
12-P0021071	6,206.48	EBERHARD EQUIPMENT	Contracted Repair Services			11/14/2011
12-P0021072	763.90	THINK 4 INC COM	Instructional Supplies	SP		11/14/2011
12-P0021073	194.40	MONTGOMERY HARDWARE CO	Non-Instructional Supplies			11/14/2011
12-P0021074	764.00	DAVID CHAPMAN	Non-Instructional Supplies	SP		11/14/2011
12-P0021075	647.79	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		11/14/2011
12-P0021076	1,120.00	PLURALSIGHT LLC	Internet Services			11/14/2011
12-P0021077	200.00	NEW WAVE	Instructional Supplies	SP		11/14/2011

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021078	5,000.00	ELECTRO INDUSTRY INC	Contracted Services	SP		11/15/2011
12-P0021080	500.00	SCR TTC SO CALIF REGIONAL TRANSIT	Inst Dues & Memberships			11/15/2011
12-P0021081	700.00	ALVAREZ RUBEN REYNALDO	Advertising	SP		11/15/2011
12-P0021082	60.00	ACT	Non-Instructional Supplies	SP		11/15/2011
12-P0021083	48.10	LIBRARY VIDEO COMPANY	Instructional Supplies	SP		11/15/2011
12-P0021084	1,038.44	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		11/15/2011
12-P0021085	1,050.56	SPORTS PAGE SOCCER WAREHOUSE	Instructional Supplies	SP		11/15/2011
12-P0021086	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/15/2011
12-P0021088	389.32	WELLS FARGO BANK	Conference Expenses			11/15/2011
12-P0021089	99.00	FRED PRYOR SEMINARS	Conference Expenses	SP		11/15/2011
12-P0021090	657.72	GAYLORD NATIONAL, LLC	Conference Expenses	SP		11/16/2011
12-P0021091	535.00	ZERO TO THREE	Conference Expenses	SP		11/16/2011
12-P0021092	535.00	ZERO TO THREE	Conference Expenses	SP		11/16/2011
12-P0021093	657.72	GAYLORD NATIONAL, LLC	Conference Expenses	SP		11/16/2011
12-P0021094	4,716.22	XEROX CORP	Equipment - All Other > \$1,000	SP		11/16/2011
12-P0021095	118,412.00	WESTBERG & WHITE INC	Buildings - Architects Fee	SP		11/16/2011
12-P0021096	350.00	ACADEMIC SENATE FOR	Conference Expenses	SP		11/16/2011
12-P0021097	1,875.00	TRI CHEM TECH	Contracted Repair Services			11/16/2011
12-P0021098	2,082.00	WESTERN POWER SYSTEMS	Contracted Services	SP		11/16/2011
12-P0021099	835.28	SPICERS PAPER CO	Non-Instructional Supplies			11/16/2011
12-P0021100	1,753.48	UNISOURCE PAPER CO	Non-Instructional Supplies			11/16/2011
12-P0021101	1,304.63	FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/16/2011
* 12-P0021102	65,527.00	ORANGE COUNTY FIRE AUTHORITY	Instructional Agrmt - Salary			11/16/2011
12-P0021103	3,000.00	TOMARK SPORTS INC	Contracted Repair Services			11/16/2011
12-P0021104	1,925.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		11/16/2011
12-P0021105	295.00	CM SCHOOL SUPPLY CO	Instructional Supplies	SP		11/16/2011
12-P0021106	200.00	SMART & FINAL	Food and Food Service Supplies	SP		11/16/2011
12-P0021107	740.00	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		11/16/2011
12-P0021108	103.31	VWR INTERNATIONAL, LLC	Instructional Supplies	SP		11/16/2011
12-P0021109	21.53	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/16/2011
12-P0021110	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			11/16/2011
12-P0021111	528.00	CLEVERBRIDGE INC	Software License and Fees	SP		11/16/2011
12-P0021112	52.00	COMMUNITY COLLEGE WEEK	Books, Mags & Ref Mat, Non-Lib			11/16/2011
12-P0021113	3,958.44	WARD'S NATURAL SCIENCE	Instructional Supplies	SP		11/16/2011
12-P0021114	2,367.00	ECS IMAGING INC	Software License and Fees	SP		11/16/2011

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6.20 (5)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021115	259.16	DELL COMPUTER	Non-Instructional Supplies			11/16/2011
* 12-P0021116	2,000.00	ALTAMAR JARAZET	Contracted Services	SP		11/16/2011
* 12-P0021119	2,188.00	KIRSCH ARTHUR J	Contracted Services	SP		11/16/2011
* 12-P0021120	1,075.00	SYNDERGAARD TERRY	Contracted Services	SP		11/16/2011
* 12-P0021121	3,655.00	SHERMAN RICK	Contracted Services	SP		11/16/2011
* 12-P0021122	1,387.00	MARK SEVI	Contracted Services	SP		11/16/2011
12-P0021123	7,250.00	STEVEN SILVER	Contracted Services	SP		11/17/2011
* 12-P0021124	2,000.00	MACIAS VICTOR A	Contracted Services	SP		11/17/2011
12-P0021125	7,500.00	MUCKENTHALER & ASSOC INC	Contracted Services	SP		11/17/2011
12-P0021126	1,889.57	DAY LITE MAINTENANCE CO INC	Contracted Repair Services	SP		11/17/2011
12-P0021127	13,750.02	BLACKBOARD INC	Software Support Service			11/17/2011
* 12-P0021128	1,440.00	ORANGE COUNTY REGISTER	Site Improv - Legal Expenses	SP	BOND	11/17/2011
12-P0021129	6,131.16	DEPT OF GENERAL SERVICES	Buildings - DSA Fees	SP	BOND	11/17/2011
12-P0021130	15,000.00	QUICK CAPTION	Contracted Services	SP		11/17/2011
12-P0021131	2,925.40	MASTER PITCHING MACHINE INC	Equipment - All Other > \$1,000			11/17/2011
12-P0021132	150,000.00	BAKER ELECTRIC INC	Buildings - Contracted Svcs	SP	BOND	11/17/2011
12-P0021133	495.00	ACELERO LEARNING	Conference Expenses	SP		11/17/2011
12-P0021134	495.00	ACELERO LEARNING	Conference Expenses	SP		11/17/2011
12-P0021135	906.00	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		11/17/2011
12-P0021136	906.00	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		11/17/2011
12-P0021137	19,976.86	QUEST INTERNATIONAL MONITOR SVC INC	Equipment - Federal Progs >200	SP		11/17/2011
* 12-P0021138	596.94	B2B COMPUTER PRODUCTS LLC	Non-Instructional Supplies	SP		11/17/2011
12-P0021139	3,191.24	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		11/18/2011
12-P0021140	911.54	CENGAGE LEARNING/ EDUC. TO GO	Instructional Supplies	SP		11/18/2011
12-P0021141	1,565.00	WEDOGRAPHICS	Reproduction/Printing Expenses			11/18/2011
12-P0021142	901.66	GONZALEZ PEDRO OLIVERA	Non-Instructional Supplies	SP		11/18/2011
12-P0021143	1,265.00	PROFESSIONAL PLUMBING &	Contracted Repair Services	SP		11/18/2011
12-P0021144	417.13	TECHNICAL MARKETING INC	Instructional Supplies	SP		11/18/2011
12-P0021145	385.82	CENGAGE LEARNING/ EDUC. TO GO	Library Books	SP		11/18/2011
12-P0021146	527.98	WE DO GRAPHICS INC	Reproduction/Printing Expenses	SP		11/18/2011
12-P0021147	50.00	SOUTH COAST HIGHER EDUCATION COUNCIL	Inst Dues & Memberships	SP		11/18/2011
12-P0021148	299.60	OPTIMA INC	Instructional Supplies	SP		11/18/2011
12-P0021149	6,500.00	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			11/18/2011
12-P0021150	13.84	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		11/18/2011
12-P0021151	4,773.50	CONTROL MAINTENANCE & REPAIR INC	Contracted Services	SP		11/18/2011

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6.20 (6)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
12-P0021152	2,000.00	OCLC ONLINE COMPUTER LIBRARY CO	Internet Services			11/18/2011
* 12-P0129293	2,465.36	XEROX CORP	Excess/Copies Useage	SP		11/3/2011
* 12-P0129294	2,451.16	XEROX CORP	Excess/Copies Useage	SP		11/3/2011
* 12-P0129296	2,885.39	XEROX CORP	Excess/Copies Useage	SP		11/3/2011
* 12-P0129297	2,143.53	XEROX CORP	Excess/Copies Useage	SP		11/3/2011
12-P0129298	27,000.00	CAPE CONFERENCE	Instructional Agrmt - Salary			11/10/2011
12-P0129299	54,000.00	CITY OF SANTA ANA	Instructional Agrmt - Salary			11/10/2011
12-P0129300	1,571.00	SCANTRON CORP	Maint Contract - Office Equip	SP		11/10/2011
12-P0129301	91,364.94	XEROX CORP	Lease Agreement - Equipment			11/15/2011
12-P0129302	2,750.00	RF MACDONALD CO	Maint/Oper Service Agreements			11/16/2011
12-P0129303	224.00	XEROX CORP	Maint Contract - Office Equip	SP		11/16/2011
12-P0129304	198,000.00	ORANGE COUNTY DEPT OF ED	Contracted Services	SP		11/16/2011
12-P0129305	2,611.47	PERKIN ELMER	Maint Contract - Other Equip			11/16/2011
* 12-P0129306	6,498.54	XEROX CORP	Excess/Copies Useage			11/17/2011
* 12-P0129307	2,840.47	XEROX CORP	Excess/Copies Useage			11/17/2011
* 12-P0129308	2,160.10	XEROX CORP	Excess/Copies Useage			11/17/2011
12-P0129309	889.82	SCANTRON CORP	Maint Contract - Office Equip	SP		11/18/2011
* 12-P0129310	2,279.19	XEROX CORP	Excess/Copies Useage			11/18/2011
* 12-P0129311	2,098.78	XEROX CORP	Excess/Copies Useage			11/18/2011
* 12-P0129312	2,380.94	XEROX CORP	Excess/Copies Useage			11/18/2011
* 12-P0129313	2,732.57	XEROX CORP	Excess/Copies Useage			11/18/2011
* 12-P0129314	2,932.79	XEROX CORP	Excess/Copies Useage			11/18/2011
* 12-P0129315	2,202.37	XEROX CORP	Excess/Copies Useage			11/18/2011
		Grand Total:	\$1,545,917.33			

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**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 28, 2011 THROUGH NOVEMBER 18, 2011
BOARD MEETING OF DECEMBER 5, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0020993	\$25,455.94	Emergency lighting inverter systems and related components	SCC-Administrative Services	Received Quotations: 1) * Thomas & Betts Power Solutions LLC 2) Prudential Lighting Products * Successful Bidder
12-P0021011	\$121,508.96	System 5 Robotic Cell Arc Mate and Virtual Reality Welding Trainer unit	SAC-Welding Technology	Bid #1184 Board approved: October 24, 2011
12-P0021012	\$47,927.20	E-Lathe and related standard accessories	SAC-Manufacturing Technology	Received Quotations: 1) * ACER Springwood Industrial Inc 2) Dan' Machine Repair 3) Wally Machinery & Tool Supply * Successful Bidder
12-P0021014	\$24,745.00	Turf maintenance for the football and soccer field at Santa Ana College	SAC-Maintenance & Operations	Received Quotations: 1) * Professional Turf Specialties 2) Barendt Construction, Inc. 3) Lee Bent * Successful Bidder
12-P0021025	\$78,511.00	Subcontract agreement regarding Early Head Start (EHS) partnership grant #09CH9091/01, Year 3	DO-Child Development Services	Board approved: October 24, 2011
12-P0021028	\$90,637.50	Enterprise firewall device including software licenses and technical support services	DO-ITS	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-09-70-2428M Board approved: October 26, 2009

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 28, 2011 THROUGH NOVEMBER 18, 2011
BOARD MEETING OF DECEMBER 5, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0021062	\$60,000.00	Consulting services to provide professional and technical assistance to the existing Early Head Start (EHS) program	DO-Child Development Services	Board approved: October 24, 2011
12-P0021095	\$118,412.00	Architectural and engineering services related to the Video Surveillance project at all District sites	DO-Facility Planning	Board approved: September 12, 2011
12-P0021102	\$65,527.00	Instructional hours for fire technology classes for Summer 2011	SAC-Fire Technology	Board approved: May 12, 2008
12-P0021130	\$15,000.00	Real-time captioning services for students in the Deaf & Hard of Hearing program	SAC-DSPS	Board approved: July 25, 2011
12-P0021132	\$150,000.00	Settlement and release agreement to Baker Electric related to the Science Building project at Santiago Canyon College	DO-Facility Planning	Board approved: November 14, 2011
12-P0021137	\$19,976.86	Video projectors	OEC-ITS	Received Quotations: 1) * Quest International 2) Troxell Communications 3) B2B 4) Digital Networks 5) CDW-G 6) Dell Computers * Successful Bidder
12-P0129298	\$27,000.00	Instructional agreement related to Cape conferences for law enforcement personnel	CJTC	Board approved: December 8, 2008
12-P0129299	\$54,000.00	Instructional agreement related to Santa Ana PD officers training	CJTC	Board approved: March 26, 2007

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM OCTOBER 28, 2011 THROUGH NOVEMBER 18, 2011
BOARD MEETING OF DECEMBER 5, 2011**

P.O. #	Amount	Description	Department	Comment
12-P0129301	\$91,364.94	Lease of Xerox Docutech 6155 PMC and related components	OEC-Publications	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-01-36-0060A Board approved: July 31, 2006
12-P0129304	\$198,000.00	Subcontract agreement regarding Economic & Workforce Development-WIP III Workforce Innovation project	DO-Educational Services	Board approved: June 20, 2011

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: December 5, 2011
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
<p>1. CalWORKs/TANF/Child Care (SCC)</p> <p>Annual allocations from the California Community Colleges Chancellor's Office to provide direct support services for welfare clients who are enrolled in educational programs as they prepare to transition out of the welfare setting and into gainful employment. (11/12)</p> <ul style="list-style-type: none"> • CalWORKs Coordination & Training/Job Development & Placement Coordination/Work Study \$91,008 • TANF (Federal) \$34,079 • CalWORKS Child Care \$5,175 (District) 	10/19/2011	\$130,262
<p>2. Child Development Training Consortium (SCC)</p> <p>Augmentation provided by the Yosemite Community College District/Child Development Training Consortium to recruit and assist students seeking a new or maintaining a current child development permit through the college's Child Development Program. (11/12)</p>	9/26/2011	\$3,600
<p>3. Cooperative Agencies Resources for Education (CARE) (SCC)</p> <p>Annual allocation from the California Community Colleges Chancellor's Office for services for low-income students. (11/12)</p>	8/12/2011	\$18,216
<p>4. Extended Opportunity Programs & Services (EOPS) (SCC)</p> <p>Annual allocation from the California Community Colleges Chancellor's Office for services for low-income students. (11/12)</p>	8/12/2011	\$257,833

Fiscal Impact: \$1,222,483	Board Date: December 5, 2011
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

- | | | |
|--|------------------|------------------|
| <p>5. Industry Driven Regional Collaborative (District)
 The RSCCD Business Entrepreneurship Center Statewide Program was awarded an Industry Driven Regional Collaborative (IDRC) grant from the California Community Colleges Chancellor’s Office. Funding will be utilized to conduct statewide Youth Entrepreneurship Development conferences in order to increase the number of YEP programs developed at community colleges and increase the number of faculty from a broad range of disciplines to incorporate entrepreneurship programs into their courses. (11/12)</p> | <p>11/7/2011</p> | <p>\$160,207</p> |
| <p>6. Lumina Foundation - Latino Student Success Initiative (SAC)
 The Lumina Foundation awarded Santa Ana College a grant to increase the number of Latino students earning high-quality post-secondary degrees and credentials. Through these grant funds SAC will advance its Santa Ana ¡Adelante! Initiative, which will establish a guaranteed admission pathway to the baccalaureate through early admission and registration at SAC followed by guaranteed university admission offers from CSU-Fullerton and UC-Irvine. This initiative is an inter-segmental partnership among SAC, CSUF and UCI and includes participation by Comunidad Latina-Credit Union, Padres Promotores, and Union Bank. This initial payment of \$50,000 is a planning grant for the partners to design a strategic plan that will guide project implementation over the next four years. (11/12)</p> | <p>10/1/2011</p> | <p>\$50,000</p> |
| <p>7. SBA/CSUF – SBDC (District)
 Annual allocation from the Small Business Administration through California State University, Fullerton, to fund the continuous performance of the district’s Small Business Development Center. (11/12)</p> | <p>1/1/2012</p> | <p>\$602,365</p> |

RECOMMENDATION

It is recommended that the board approve these items and that the Vice Chancellor of Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$1,222,483	Board Date: December 5, 2011
Item Prepared by: Maria Gil, Interim Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/01/11 - 6/30/12
 CalWORKs Income: \$62,938
 Work Study Income: \$9,167
 From Child Care: \$18,903
 Total Amount: \$91,008
 CFDA #: N/A

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios

DATE: 11/17/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
11	0000	000004	20000	1110	Contract Instructors : Santiago Canyon College		14,953		0	14,953	
11	0000	000004	20000	2130	Classified Employees : Santiago Canyon College		10,374		3,145	7,229	
11	0000	000004	20000	3411	H & W - Instructional : Santiago Canyon College		4,463		0	4,463	
11	0000	000004	20000	3415	H & W - Non-Instructional : Santiago Canyon Col		3,912		1,442	2,470	
11	2061	631000	29305	1210	Academic Management : Counseling & Student Su	14,953		0			14,953
11	2061	631000	29305	3115	STRS - Non-Instructional : Counseling & Stude	1,234		0			1,234
11	2061	631000	29305	3325	Medicare - Non-Instructional : Counseling & S	220		0			220
11	2061	631000	29305	3415	H & W - Non-Instructional : Counseling & Stud	2,043		0			2,043
11	2061	631000	29305	3435	H & W - Retiree Fund Non-Inst : Counseling &	152		0			152
11	2061	631000	29305	3515	SUI - Non-Instructional : Counseling & Studen	244		0			244
11	2061	631000	29305	3615	WCI - Non-Instructional : Counseling & Studen	364		0			364
11	2061	631000	29305	3915	Other Benefits - Non-Instruct : Counseling &	206		0			206
11	2061	647000	29340	2130	Classified Employees : Job Placement Casares, Diana @ 5% eff. 1B-12B	3,145		3,145		0	
11	2061	647000	29340	3215	PERS - Non-Instructional : Job Placement	344		344		0	
11	2061	647000	29340	3315	OASDHI - Non-Instructional : Job Placement	199		199		0	
11	2061	647000	29340	3325	Medicare - Non-Instructional : Job Placement	47		47		0	
11	2061	647000	29340	3415	H & W - Non-Instructional : Job Placement	623		623		0	
11	2061	647000	29340	3435	H & W - Retiree Fund Non-Inst : Job Placement	32		32		0	
11	2061	647000	29340	3515	SUI - Non-Instructional : Job Placement	52		52		0	
11	2061	647000	29340	3615	WCI - Non-Instructional : Job Placement	77		77		0	
11	2061	647000	29340	3915	Other Benefits - Non-Instruct : Job Placement	68		68		0	
11	2061	649000	28100	2130	Classified Employees : Continuing Education	7,229		0			7,229
11	2061	649000	28100	3215	PERS - Non-Instructional : Continuing Educati	790		0			790
11	2061	649000	28100	3315	OASDHI - Non-Instructional : Continuing Educa	457		0			457
11	2061	649000	28100	3325	Medicare - Non-Instructional : Continuing Edu	107		0			107

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/01/11 - 6/30/12

CalWORKs Income: \$62,938

Work Study Income: \$9,167

From Child Care: \$18,903

Total Amount: \$91,008

CFDA #: N/A

PROJ. ADM. Ruth Babeshoff

PROJ. DIR. Nena Baldizon-Rios

DATE: 11/17/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
11	2061	649000	28100	3415	H & W - Non-Instructional : Continuing Educat	611		0			611
11	2061	649000	28100	3435	H & W - Retiree Fund Non-Inst : Continuing Ed	74		0			74
11	2061	649000	28100	3515	SUI - Non-Instructional : Continuing Educatio	119		0			119
11	2061	649000	28100	3615	WCI - Non-Instructional : Continuing Educatio	177		0			177
11	2061	649000	28100	3915	Other Benefits - Non-Instruct : Continuing Ed	135		0			135
					Total 2061 - CalWORKS SCC (match)	33,702	33,702	4,587	4,587	29,115	29,115

Match requirement is 1:1 - RSCCD @ \$4,587; in-kind match @ \$57,084 PELL grant and \$26,208 BOG; Work Study employer in-kind match @ \$3,129

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/01/11 - 6/30/12
 CalWORKs Income: \$62,938
 Work Study Income: \$9,167
 From Child Care: \$18,903
 Total Amount: \$91,008
 CFDA #: N/A

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios

DATE: 11/17/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2061	000000	20000	8625	CalWORKs : Santiago Canyon College		59,568		91,008		31,440
12	2061	631000	28100	1430	Part-Time Counselors : Continuing Education D	4,606		0			4,606
12	2061	631000	28100	3115	STRS - Non-Instructional : Continuing Educati	380		0			380
12	2061	631000	28100	3325	Medicare - Non-Instructional : Continuing Edu	67		0			67
12	2061	631000	28100	3435	H & W - Retiree Fund Non-Inst : Continuing Ed	46		0			46
12	2061	631000	28100	3515	SUI - Non-Instructional : Continuing Educatio	33		0			33
12	2061	631000	28100	3615	WCI - Non-Instructional : Continuing Educatio	111		0			111
12	2061	631000	29325	1430	Part-Time Counselors : Counseling S. Duarte, J. Galvan	31,341		35,868		4,527	
12	2061	631000	29325	1433	Beyond Contract - Counselors : Counseling N. Baldizon-Rios	3,534		8,653		5,119	
12	2061	631000	29325	1434	Int/Sum Beyond Contr-Counselor : Counseling	0		2,356		2,356	
12	2061	631000	29325	1435	Int/Sum - Counselors,Part-Time : Counseling	7,697		11,403		3,706	
12	2061	631000	29325	2340	Student Assistants - Hourly : Counseling	0		9,167		9,167	
12	2061	631000	29325	3115	STRS - Non-Instructional : Counseling	3,305		4,808		1,503	
12	2061	631000	29325	3325	Medicare - Non-Instructional : Counseling	584		845		261	
12	2061	631000	29325	3435	H & W - Retiree Fund Non-Inst : Counseling	403		674		271	
12	2061	631000	29325	3515	SUI - Non-Instructional : Counseling	290		938		648	
12	2061	631000	29325	3615	WCI - Non-Instructional : Counseling	967		1,619		652	
12	2061	631000	29325	4610	Non-Instructional Supplies : Counseling	0		1,140		1,140	
12	2061	631000	29325	4710	Food and Food Service Supplies : Counseling	0		2,463		2,463	
12	2061	631000	29325	5220	Mileage/Parking Expenses : Counseling	0		100		100	
12	2061	631000	29325	5940	Reproduction/Printing Expenses : Counseling	0		500		500	
12	2061	631000	29325	5966	Transportion - Students : Counseling	0		800		800	
12	2061	647000	29340	2340	Student Assistants - Hourly : Job Placement	6,000		0			6,000
12	2061	647000	29340	3435	H & W - Retiree Fund Non-Inst : Job Placement	60		0			60

Original Budget
 Prepared by: Maria Gil

Board Approved: December 5, 2011
 Accountant: Laurie Sandoval

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 7/01/11 - 6/30/12
 CalWORKs Income: \$62,938
 Work Study Income: \$9,167
 From Child Care: \$18,903
 Total Amount: \$91,008
 CFDA #: N/A

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios

DATE: 11/17/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	2061	647000	29340	3615	WCI - Non-Instructional : Job Placement	144		0			144
12	2061	675000	29325	5210	Conference Expenses : Counseling	0		6,874		6,874	
12	2061	675000	29325	6415	Equipment - Technology >\$1,000 : Counseling	0		2,800		2,800	
Total 2061 - CalWORKS SCC						59,568	59,568	91,008	91,008	42,887	42,887

7.1 (6)

SPECIAL PROJECT DETAILED BUDGET #1680
NAME: TANF - WELFARE TO WORK - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/11 - 6/30/12
 CONTRACT INCOME: \$34,079
 CFDA #: 93.558

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios

Date: 11/17/2011

Fd	Prj	Tops	Dept	Code	Description	New Budget	
						Debit	Credit
12	1680	000000	20000	8140	TANF : Santiago Canyon College		34,079
12	1680	631000	29325	1430	Part-Time Counselors : Counseling	23,821	
12	1680	631000	29325	3115	STRS - Non-Instructional : Counseling	1,965	
12	1680	631000	29325	3325	Medicare - Non-Instructional : Counseling	345	
12	1680	631000	29325	3435	H & W - Retiree Fund Non-Inst : Counseling	238	
12	1680	631000	29325	3515	SUI - Non-Instructional : Counseling	384	
12	1680	631000	29325	3615	WCI - Non-Instructional : Counseling	572	
12	1680	732000	29325	7630	Supplies Paid for Students : Counseling	2,500	
12	1680	647000	29340	2340	Student Assistants - Hourly : Job Placement	2,940	
12	1680	647000	29340	3435	H & W - Retiree Fund Non-Inst : Job Placement	29	
12	1680	647000	29340	3615	WCI - Non-Instructional : Job Placement	71	
12	1680	647000	29340	4710	Food and Food Service Supplies : Job Placemen	1,214	
Total 1680 - TANF SCC						34,079	34,079

SPECIAL PROJECT DETAILED BUDGET #2060
NAME: CalWORKs CHILD CARE - DISTRICT
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 07/01/11 - 6/30/12

PROJ. ADM. Enrique Perez

CONTRACT INCOME:

PROJ. DIR. Dee Tucker

SCC Child Care 5,175

CFDA #: N/A

Date: 11/22/2011

Datatel Account String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
33	2060	000000	50000	8625	CalWORKs : District Operations		117,438		5,175	112,263	
33	2060	692000	53322	2130	Classified Employees : CDC CalWORKs Laurene Lugo, 1% tracking costs eff. 1B-12B	10,587		459			10,128
33	2060	692000	53322	3215	PERS - Non-Instructional : CDC CalWORKs	1,134		50			1,084
33	2060	692000	53322	3315	OASDHI - Non-Instructional : CDC CalWORKs	671		29			642
33	2060	692000	53322	3325	Medicare - Non-Instructional : CDC CalWORKs	157		7			150
33	2060	692000	53322	3415	H & W - Non-Instructional : CDC CalWORKs	2,080		97			1,983
33	2060	692000	53322	3435	H & W - Retiree Fund Non-Inst : CDC CalWORKs	108		5			103
33	2060	692000	53322	3515	SUI - Non-Instructional : CDC CalWORKs	78		7			71
33	2060	692000	53322	3615	WCI - Non-Instructional : CDC CalWORKs	260		11			249
33	2060	692000	53322	3915	Other Benefits - Non-Instruct : CDC CalWORKs	243		10			233
33	2060	732000	53322	7670	Other Exp Paid for Students : CDC CalWORKs	102,120		0			102,120
33	2060	732000	53326	7670	Other Exp Paid for Students : CDC Santiago Canyon Colle	0		4,500		4,500	
						117,438	117,438	5,175	5,175	116,763	116,763

7.1 (8)

SPECIAL PROJECT DETAILED BUDGET #1241

NAME: CHILD DEVELOPMENT TRAINING CONSORTIUM - Santa Ana College & Santiago Canyon College

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 9/1/11 - 6/30/12

CONTRACT INCOME 10,000

Augmentation: 3,600

TOTAL 13,600

CFDA #: 93.575

PROJ. ADM. Bart Hoffman/Corine Doughty

PROJ. DIR. Gwen Morgan-Bezell/Michelle Hardy

Rev. Date: 11/23/2011

Date: 9/30/2011

Instructional agreement and campus coordinator agreement from Yosemite Community College District/Child Development Training Consortium (YCCD/CDTC)

Datatel String					Existing Budget		Revised Budget		Budget Change (+/-)		
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	Debit	Credit	Debit	Credit
12	1241	000000	10000	8199	Other Federal Revenues : Santa Ana College		5,000		5,000		0
12	1241	000000	20000	8199	Other Federal Revenues : Santiago Canyon College		5,000		8,600		3,600
12	1241	130500	25230	1483	Beyond Contr - Reassigned Time (Michelle Hardy) - program facilitation for both SAC and SCC	0		3,140		3,140	
12	1241	130500	25230	3115	STRS - Non-Instructional : Human Development	0		259		259	
12	1241	130500	25230	3325	Medicare - Non-Instructional : Human Development	0		45		45	
12	1241	130500	25230	3435	H & W - Retiree Fund Non-Instructional : Human Devel	0		31		31	
12	1241	130500	25230	3515	SUI - Non-Instructional : Human Development	0		50		50	
12	1241	130500	25230	3615	WCI - Non-Instructional : Human Development	0		75		75	
12	1241	732000	15717	7610	Books Paid for Students : Human Development	500		500		0	
12	1241	732000	15717	7640	Tuition Paid for Students : Human Development	4,500		4,500		0	
12	1241	732000	25230	7610	Books Paid for Students : Human Development	500		500		0	
12	1241	732000	25230	7640	Tuition Paid for Students : Human Development	4,500		4,500		0	
					Total 1241 - Child Dlvpt Training Consortium	10,000	10,000	13,600	13,600	3,600	3,600

7.1 (9)

Revised Budget

Prepared by: Maria Gil

Augmentation Board Approved: December 5, 2011

Accountant: Catherine Nguyen

SPECIAL PROJECT DETAILED BUDGET #2090

NAME: CARE - SCC

FISCAL YEAR: 2011/12

CONTRACT PERIOD: 7/01/11 to 6/30/12

CONTRACT INCOME: \$18,216

PROJ. ADM. R. BABESHOFF

PROJ. DIR. N. BALDIZON-RIOS

CFDA #: N/A

DATE: 11/21/11

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2090-000000-20000-8629	Other Gen Categorical Apport : SCC		18,216		17,303	913	
12-2090-643000-29335-1430	Part-Time Counselors : EOPS (Susie Duarte)	9,064		6,566			2,498
12-2090-643000-29335-3115	STRS - Non-Instructional : EOPS	748		542			206
12-2090-643000-29335-3325	Medicare - Non-Instructional : EOPS	131		95			36
12-2090-643000-29335-3435	H & W - Retiree Fund Non-Inst : EOPS	91		66			25
12-2090-643000-29335-3515	SUI - Non-Instructional : EOPS	65		106		41	
12-2090-643000-29335-3615	WCI - Non-Instructional : EOPS	218		157			61
12-2090-732000-29335-7670	Other Exp Paid for Students : EOPS	7,899		9,771		1,872	
74-2090-000000-20000-8629	Other Gen Categorical Apport : SCC		-		913		913
74-2090-732000-29335-7504	CARE Grant : EOPS	-		913		913	
						-	-
	TOTAL: CARE - SCC	18,216	18,216	18,216	18,216	3,739	3,739

7.1 (10)

SPECIAL PROJECT DETAILED BUDGET #2250

NAME: EOPS - SCC

FISCAL YEAR : 2011/12

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

CONTRACT INCOME: \$257,833

PROJ. ADM. R. Babeshoff

PROJ. DIR. N. Baldizon-Rios

CFDA #: N/A

Date: 11/21/11

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-0000-000004-20000-1110	Contract Instructors - SCC		108,918		110,065		1,147
11-0000-000004-20000-3411	H & W - Instructional - SCC		36,957		37,127		170
11-0000-000004-20000-2130	Classified Employees - SCC		57,658		57,658		-
11-0000-000004-20000-3415	H & W - Non-Instructional - SCC		31,140		31,140		-
11-2250-643000-29335-1230	Contract Counselors : EOPS - Nena Baldizon-Rios (100%)	108,918		110,065		1,147	
11-2250-643000-29335-2130	Classified Employees : EOPS - Juana Galvan (91%)	57,658		57,658		-	
11-2250-643000-29335-3115	STRS - Non-Instructional : EOPS	9,089		9,183		94	
11-2250-643000-29335-3215	PERS - Non-Instructional : EOPS	6,298		6,298		-	
11-2250-643000-29335-3315	OASDHI - Non-Instructional : EOPS	3,651		3,651		-	
11-2250-643000-29335-3325	Medicare - Non-Instructional : EOPS	2,384		2,401		17	
11-2250-643000-29335-3415	H & W - Non-Instructional : EOPS	35,726		35,728		2	
11-2250-643000-29335-3435	H & W - Retiree Fund Non-Inst : EOPS	1,691		1,702		11	
11-2250-643000-29335-3515	SUI - Non-Instructional : EOPS	2,722		2,740		18	
11-2250-643000-29335-3615	WCI - Non-Instructional : EOPS	4,057		4,085		28	
11-2250-643000-29335-3915	Other Benefits - Non-Instruct : EOPS	2,479		2,479		-	
	TOTAL - EOPS SCC (Match)	234,673	234,673	235,990	235,990	1,317	1,317

7.1 (11)

SPECIAL PROJECT DETAILED BUDGET #2250

NAME: EOPS - SCC

FISCAL YEAR : 2011/12

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

CONTRACT INCOME: \$257,833

PROJ. ADM. R. Babeshoff

PROJ. DIR. N. Baldizon-Rios

CFDA #: N/A

Date: 11/21/11

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2250-000000-20000-8622	EOPS : Santiago Canyon College		257,833		257,833		
12-2250-643000-29335-1430	Part-Time Counselors : EOPS - Juana Galvan & Susanne Duarte	13,412		10,046			3,366
12-2250-643000-29335-1433	Beyond Contract - Counselors : EOPS	15,169		11,707			3,462
12-2250-643000-29335-1434	Int/Sum Beyond Contr-Counselor : EOPS	6,996		7,068		72	
12-2250-643000-29335-1435	Int/Sum - Counselors,Part-Time : EOPS	2,336		-			2,336
12-2250-643000-29335-2130	Classified Employees : EOPS - Juana Galvan (9%) - Rosie Gonzalez (100%) - Zulema Mendez (100%)	83,935		89,714		5,779	
12-2250-643000-29335-2340	Student Assistants - Hourly : EOPS	6,658		4,549			2,109
12-2250-643000-29335-3115	STRS - Non-Instructional : EOPS	2,742		2,129			613
12-2250-643000-29335-3215	PERS - Non-Instructional : EOPS	9,217		9,799		582	
12-2250-643000-29335-3315	OASDHI - Non-Instructional : EOPS	5,505		5,724		219	
12-2250-643000-29335-3325	Medicare - Non-Instructional : EOPS	1,865		1,757			108
12-2250-643000-29335-3335	PARS - Non-Instructional : EOPS	-		39		39	
12-2250-643000-29335-3415	H & W - Non-Instructional : EOPS	28,366		31,762		3,396	
12-2250-643000-29335-3435	H & W - Retiree Fund Non-Inst : EOPS	1,353		1,259			94
12-2250-643000-29335-3515	SUI - Non-Instructional : EOPS	926		1,954		1,028	
12-2250-643000-29335-3615	WCI - Non-Instructional : EOPS	3,247		3,022			225
12-2250-643000-29335-3915	Other Benefits - Non-Instruct : EOPS	2,699		2,822		123	
12-2250-643000-29335-4610	Non-Instructional Supplies : EOPS	2,000		1,500			500
12-2250-643000-29335-4710	Food and Food Service Supplies : EOPS	1,000		1,700		700	

7.1 (12)

SPECIAL PROJECT DETAILED BUDGET #2250

NAME: EOPS - SCC

FISCAL YEAR : 2011/12

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

CONTRACT INCOME: \$257,833

PROJ. ADM. R. Babeshoff

PROJ. DIR. N. Baldizon-Rios

CFDA #: N/A

Date: 11/21/11

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2250-643000-29335-5220	Mileage/Parking Expenses : EOPS	300		291			9
12-2250-643000-29335-5630	Maint Contract - Office Equip : EOPS	270		247			23
12-2250-643000-29335-5845	Excess/Copies Useage : EOPS	229		246		17	
12-2250-643000-29335-6415	Equipment - Technology >\$1,000 : EOPS	9,159		-			9,159
12-2250-675000-29335-5210	Conference Expenses : EOPS	4,304		1,758			2,546
12-2250-732000-29335-7610	Books Paid for Students : EOPS	49,891		64,060		14,169	
12-2250-732000-29335-7620	Fees Paid for Students : EOPS	1,143		970			173
12-2250-732000-29335-7630	Supplies Paid for Students : EOPS	5,161		3,710			1,451
	Total - EOPS SCC (Fund 12)	257,883	257,833	257,833	257,833	26,124	26,174

SPECIAL PROJECT DETAILED BUDGET #22xx
NAME: EWD - Industry Driven Regional Collaborative (IDRC)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 11/07/11 - 6/30/12
 CONTRACT INCOME: \$160,207
 Grant Agreement #: 11-326-197

PROJ. ADM. Enrique Perez
 PROJ. DIR. Michael Roessler
 Date: 11/23/11

Account String	Description	Debit	Credit
11-0000-672000-50000-5865	Indirect Costs: District Operations		37,207
	Indirect Costs :		
	IDRC direct costs: \$154,045 x 16% = \$24,647		
	Faculty Entrepreneurship Program direct costs: \$78,500 x		
11-22xx-672000-50000-5865	16% = \$12,560	37,207	
	Total - Match	37,207	37,207

(Match requirement is 1:1 – RSCCD waived indirect @ 16% = \$37,207; Faculty Entrepreneurship Program @ \$78,500; Lyles Center for Innovation and Entrepreneurship @ \$30,000; Fresno City College @ \$14,500)

SPECIAL PROJECT DETAILED BUDGET #22xx
NAME: EWD - Industry Driven Regional Collaborative (IDRC)
FISCAL YEAR: 2011/2012

CONTRACT PERIOD: 11/07/11 - 6/30/12
 CONTRACT INCOME: \$160,207
 Grant Agreement #: 11-326-197

PROJ. ADM. Enrique Perez
 PROJ. DIR. Michael Roessler
 Date: 11/23/11

Account String	Description	Debit	Credit
12-22xx-000000-50000-8659	Other Reimb Categorical Allow : District Operations		160,207
12-22xx-672000-50000-5865	Indirect Costs : District Operations (4%)	6,162	
12-22xx-684000-53335-5100	Contracted Services: Independent Contractor to serve as Grant Activity Coordinator: work with Lyles Center for Innovation and Entrepreneurship to plan, manage, coordinate and execute 2012 Faculty Entrepreneurship Conference in Fresno: \$48,000. Sub-agreement with California State University, Fresno @ \$106,045. (Afternoon Keynote = \$5,000; Morning and afternoon keynote speakers travel and hotel costs \$4,000; Conference speakers travel and hotel costs \$9,045; Hotel costs for conference attendees: \$95/night x 2 nights x 200 attendees = \$38,000; Travel costs for conference attendees: \$250 for flight/mileage costs, per diem, and incidentals x 200 attendees = \$50,000)	154,045	
	Total - Funded	160,207	160,207

SPECIAL PROJECT DETAILED BUDGET #3xxx
NAME: Lumina Foundation - Latino Student Success Initiative
FISCAL YEAR: 2011/2012

Contract Term: October 1, 2011 - September 31, 2015
 2010/2011 Budget 50,000

Proj Admin: Sara Lundquist
 Proj Dir:
 Date: 11/21/11

Account String	Description	Revised	
		Debit	Credit
12-3492-000000-10000-8891	Other Local Rev - Special Proj		47,333
12-3492-000000-50000-8891	Other Local Rev - Special Proj		2,667
Project Administration			
12-3xxx-649000-19100-4610	Supplies	1,000	
12-3xxx-649000-19100-4710	Food and Food Service	1,500	
12-3xxx-649000-19100-5210	Conference	30,000	
12-3xxx-649000-19100-5220	Mileage	1,500	
Counseling			
12-3xxx-631000-15310-1430	Part-Time Counselor	8,389	
12-3xxx-631000-15310-1433	Beyond Contract Counselor (<i>M. Vargas 3 LHE spring</i>)	3,234	
12-3xxx-631000-15310-1434	Int/Sum Beyond Contract Counselor	0	
12-3xxx-631000-15310-1435	Int/Sum Part-Time Counselor	0	
12-3xxx-631000-15310-3115	STRS - Non-Instructional	959	
12-3xxx-631000-15310-3325	Medicare - Non-Instructional	169	
12-3xxx-631000-15310-3435	H & W Ret Fund - Non-Instructional	116	
12-3xxx-631000-15310-3515	SUI - Non-Instructional	187	
12-3xxx-631000-15310-3615	WCI - Non-Instructional	279	
Indirect			
12-3xxx-672000-50000-5865	Indirect 20% on grant-funded salary and benefits	2,667	
		50,000	50,000

SPECIAL PROJECT DETAILED BUDGET #1316
NAME: SBA/CSUF 2012 - SMALL BUSINESS DEVELOPMENT CENTER
FISCAL YEAR 2011/2012

Contract Period: 1/1/2012 - 12/31/2012

PROJ ADM: Enrique Perez

Contract Amount: \$602,365

PROJ DIR: Leila Mozaffari

CFDA No. 59.037

Date: 11/22/2011

Fd	Prj	Tops	Dept	Code	Description	New Budget	
						Debit	Credit
11	0000	000004	50000	2130	Classified Employee : District Operations (Fixed)		111,600
11	0000	000004	50000	3415	H & W - Non-Instructional : District Operations (Fixed)		39,372
11	1316	684000	53410	2110	Classified Management : Small Business Dev Ctr Office Leila Mozaffari, SDBC Director @ 100% eff. 7B-12B (Jan-June); 1B-6B(July-Dec)	111,600	
11	1316	684000	53410	3215	PERS - Non-Instructional : Small Business Dev Ctr O	12,190	
11	1316	684000	53410	3315	OASDHI - Non-Instructional : Small Business Dev Ctr	7,065	
11	1316	684000	53410	3325	Medicare - Non-Instructional : Small Business Dev C	1,652	
11	1316	684000	53410	3415	H & W - Non-Instructional : Small Business Dev Ctr	10,405	
11	1316	684000	53410	3435	H & W - Retiree Fund Non-Inst : Small Business Dev	1,140	
11	1316	684000	53410	3515	SUI - Non-Instructional : Small Business Dev Ctr Of	1,835	
11	1316	684000	53410	3615	WCI - Non-Instructional : Small Business Dev Ctr Of	2,735	
11	1316	684000	53410	3915	Other Benefits - Non-Instruct : Small Business Dev	2,350	
					Total #1316 - SBA/CSUF SBDC 2012 (Match)	150,972	150,972

Match requirement is 1:1 - Cash match @ \$302,570 and in-kind match @ \$299,795

SPECIAL PROJECT DETAILED BUDGET #1316
NAME: SBA/CSUF 2012 - SMALL BUSINESS DEVELOPMENT CENTER
FISCAL YEAR 2011/2012

Contract Period: 1/1/2012 - 12/31/2012

PROJ ADM: Enrique Perez

Contract Amount: \$602,365

PROJ DIR: Leila Mozaffari

CFDA No. 59.037

Date: 11/22/2011

							New Budget	
Fd	Prj	Tops	Dept	Code	Description	Debit	Credit	
12	1316	000000	50000	8199	Other Federal Revenues : District Operations		602,365	
12	1316	672000	50000	5865	Indirect Costs : District Operations	23,168		
12	1316	675000	53410	5210	Conference Expenses : Small Business Dev Ctr Office	7,000		
12	1316	684000	53410	2110	Classified Management : Small Business Dev Ctr Offi Elizabeth Arteaga, Assistant Director @ 100% eff. 7B-12B (Jan-June); 1B-6B(July-Dec)	64,404		
12	1316	684000	53410	2130	Classified Employees : Small Business Dev Ctr Offic Luis Kings, Administrative Clerk @ 100% eff. 7B-12B (Jan-June); 1B-6B(July-Dec) Claudia Figueroa, Administrative Clerk @ 100% eff. 7B-12B (Jan-June); 1B-6B(July-Dec)	95,112		
12	1316	684000	53410	2320	Classified Employees - Hourly : Small Business Dev Business Experts @ \$45/hr.	237,600		
12	1316	684000	53410	3215	PERS - Non-Instructional : Small Business Dev Ctr O	43,377		
12	1316	684000	53410	3315	OASDHI - Non-Instructional : Small Business Dev Ctr	24,942		
12	1316	684000	53410	3325	Medicare - Non-Instructional : Small Business Dev C	5,833		
12	1316	684000	53410	3415	H & W - Non-Instructional : Small Business Dev Ctr	47,414		
12	1316	684000	53410	3435	H & W - Retiree Fund Non-Inst : Small Business Dev	4,023		
12	1316	684000	53410	3515	SUI - Non-Instructional : Small Business Dev Ctr Of	6,477		
12	1316	684000	53410	3615	WCI - Non-Instructional : Small Business Dev Ctr Of	9,655		
12	1316	684000	53410	3915	Other Benefits - Non-Instruct : Small Business Dev	5,175		
12	1316	684000	53410	4210	Books, Mags & Ref Mat, Non-Lib : Small Business Dev	200		
12	1316	684000	53410	4610	Non-Instructional Supplies : Small Business Dev Ctr	4,996		
12	1316	684000	53410	4710	Food and Food Service Supplies : Small Business Dev	1,000		
12	1316	684000	53410	5100	Contracted Services : Small Business Dev Ctr Office	0		
12	1316	684000	53410	5220	Mileage/Parking Expenses : Small Business Dev Ctr O	3,600		
12	1316	684000	53410	5230	District In-Service Activities : Small Business Dev	0		
12	1316	684000	53410	5235	District Business/Sponsorships : Small Business Dev	3,000		
12	1316	684000	53410	5300	Inst Dues & Memberships : Small Business Dev Ctr Of	0		
12	1316	684000	53410	5540	Mobile Phones : Small Business Dev Ctr Office	0		
12	1316	684000	53410	5560	Telephone & Pager Services : Small Business Dev Ctr	2,000		
12	1316	684000	53410	5605	Contracted Repair Services : Small Business Dev Ctr	0		
12	1316	684000	53410	5610	Lease Agreement - Equipment : Small Business Dev Ct	3,600		
12	1316	684000	53410	5630	Maint Contract - Office Equip : Small Business Dev	0		
12	1316	684000	53410	5650	Rental - Facility (Short-term) : Small Business Dev	0		
12	1316	684000	53410	5660	Software Support Service : Small Business Dev Ctr O	0		
12	1316	684000	53410	5800	Advertising : Small Business Dev Ctr Office	0		
12	1316	684000	53410	5845	Excess/Copies Usage : Small Business Dev Ctr Offic	789		

SPECIAL PROJECT DETAILED BUDGET #1316
NAME: SBA/CSUF 2012 - SMALL BUSINESS DEVELOPMENT CENTER
FISCAL YEAR 2011/2012

Contract Period: 1/1/2012 - 12/31/2012

PROJ ADM: Enrique Perez

Contract Amount: \$602,365

PROJ DIR: Leila Mozaffari

CFDA No. 59.037

Date: 11/22/2011

Fd	Prj	Tops	Dept	Code	Description	New Budget	
						Debit	Credit
12	1316	684000	53410	5940	Reproduction/Printing Expenses : Small Business Dev	2,000	
12	1316	684000	53410	5950	Software License and Fees : Small Business Dev Ctr	1,000	
12	1316	684000	53410	6411	Equipment - Federal Progs >200 : Small Business Dev	6,000	
					Total #1316 - SBA/CSUF SBDC 2012 (Funded)	602,365	602,365

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: December 5, 2011
Re: Approval of Sub-award Agreements between RSCCD and Delhi, LHA, SAUSD and UCI for GEAR UP 2009 – Yr. 3	
Action: Request for Approval	

BACKGROUND

Santa Ana College receives a six-year United States Department of Education grant called Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP), 2009. The GEAR UP program is a discretionary grant program designed to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. GEAR UP is unique from other initiatives. This program uses partnerships committed to serving students beginning no later than the seventh grade through high school graduation. GEAR UP supplements existing reform efforts, offers services that promote academic preparation and the understanding of necessary costs to attend college, provides professional development, and continuously builds capacity so that projects can be sustained beyond the term of grant.

ANALYSIS

Santa Ana College GEAR UP partnerships consist of Santa Ana Unified School District, University of California, Irvine, Delhi Community Center and Latino Health Access. Each of these partners will be a sub-recipient and contract with Rancho Santiago Community College District/Santa Ana College for the six year grant period. Each year Santa Ana College receives \$800,000 in grant funds to empower 2,000 Santa Ana Unified School District students (1,000 per cohort) to improve their academic skills, motivation, and college preparation necessary to succeed in post-secondary education. The amounts listed below are for the third year contracts with the sub-recipients.

DO-11-031	Delhi Community Center - \$5,000	DO-11-033	University of California, Irvine - \$323,000
DO-11-032	Latino Health Access - \$10,000	DO-11-034	Santa Ana Unified School District - \$173,827

Project Administrator is Sara Lundquist. Project Director is Lilia Tanakeyowma.

RECOMMENDATION

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

Fiscal Impact: \$511,827	Board Date: December 5, 2011
Prepared by: Huong Nguyen, 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/
SANTA ANA COLLEGE
AND
DELHI COMMUNITY CENTER**

This Agreement is entered into on the 5th day of December, 2011 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Delhi Community Center (hereinafter “**Delhi**”).

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (**GEAR UP**) **2009** (Grant No. P334A090134; CFDA# 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, DELHI has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **DELHI** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2011 and ending July 30, 2012 and shall be in the amount of \$5,000 and subject to the provisions of this Agreement. **DELHI** further agrees to contribute \$8,000 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **DELHI** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **DELHI** shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) 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.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **DELHI** 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 Education Assistance included as *Exhibit A* to this Agreement. **DELHI** 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 Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education 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 Exhibit A 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 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program 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 requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **DELHI** 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. **DELHI** 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 **DELHI's** services, or **DELHI's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B* which by this reference is incorporated herein and made a part hereof as if fully set forth.

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. **DELHI** 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. **DELHI** 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, **DELHI** 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 **DELHI** pursuant to this Agreement. **DELHI** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **DELHI** guidelines. **DELHI** 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. By entering into this Agreement **DELHI** agrees that it is the direct provider of intended services. Upon request, **DELHI** 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.

CONTINGENCY OF FUNDS

11. **DELHI** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **DELHI** immediately and in writing. Immediately upon such notice **DELHI** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **DELHI**'s operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **DELHI** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **DELHI** 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 hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **DELHI** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **DELHI** 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 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 Education.

CARRYOVER

14. **DELHI** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **DELHI's** use of such funds, a written statement from the **DELHI** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **DELHI** in accordance with the following payment schedule:

- a. Payments. Beginning July 31, 2011, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **DELHI's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$5,000.
- b. Invoices. One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) Financial Management System. **DELHI** shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. **DELHI'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) DELHI'S Records. **DELHI'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) Approved Application for Federal Assistance (*Exhibit A*)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-122 (2 CFR 230) and A-110 (2 CFR 215)
- (d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. **DELHI** 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. **DELHI** shall submit a copy of each required audit report to **RSCCD** within thirty (30) days after the date received by the **DELHI**.

ACCESS AND RECORDS

19. (a) Access. **RSCCD**, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to **DELHI's** activities, books, documents and papers (including computer records) and to records of **DELHI'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 **DELHI** are kept. In the event **DELHI** does not make the above-referenced documents available within the County of Orange, California, **DELHI** 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 **DELHI** and all documents related to this Agreement shall be kept available at **DELHI's** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which 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

20. **DELHI** 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

21. As a condition of this award of financial assistance under the U.S. Department of Education to **DELHI** from **RSCCD**, **DELHI** 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, 34 CFR part 100 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, **DELHI** 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. **DELHI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **DELHI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **DELHI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **DELHI** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **DELHI** 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, **DELHI** shall submit to **RSCCD**, the U.S. Department of Education, 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 **DELHI**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. 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.

(b) Property Management. **DELHI** shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, **DELHI** 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. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by **DELHI** under this Agreement to **RSCCD** or its representatives, or dispose of them in accordance with directions from **RSCCD**.

INDEMNIFICATION

24. (a) **DELHI** shall indemnify, hold harmless and defend **RSCCD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **DELHI**'s performance of this Agreement, or any act or omission of **DELHI**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **DELHI** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **DELHI**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **DELHI** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **DELHI**, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD**'s performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **DELHI** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties, including **DELHI** personnel representatives. **RSCCD** shall forthwith remit all sums due **DELHI**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **DELHI** 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. **DELHI** shall deliver certificate(s) of insurance under **DELHI**'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.

DELHI shall provide workers' compensation coverage for each of its employees. **DELHI** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. **DELHI** agrees to grant **RSCCD**, the U.S. Department of Education, 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 Education, 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 **DELHI** under this Agreement and in accordance with 34 CFR 75.621, 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 Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **DELHI** 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. **DELHI**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **DELHI** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **DELHI**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **DELHI** 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 **DELHI** to conduct business with a friend or associate of an executive or employee of **DELHI**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of **DELHI**, 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 **DELHI** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **DELHI** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **DELHI** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **DELHI** 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.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **DELHI** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **DELHI** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **DELHI**, or if **DELHI** reports inaccurately, or if any audit report makes disallowances, **DELHI** 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 **DELHI** 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 **DELHI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **DELHI** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. 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.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **DELHI**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **DELHI** a written request to appeal said decision. Pending final decision of the appeal, **DELHI** shall act in accordance with the written decision of **RSCCD** or the Department of Education, 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 Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. 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 **DELHI**'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 **DELHI** with written notification of such determination. **DELHI** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. 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. **DELHI** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. 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

37. 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

DELHI: Agency Representative: Margarita Chavez, Executive Director
Agency: Delhi Community Center
Address: 505 E. Central Ave.
City, State Zip: Santa Ana, CA 92707
Phone: (714) 481-9695

IN WITNESS WHEREOF, **RSCCD** and **DELHI** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

DELHI COMMUNITY CENTER

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board

Approval

Date: December 5, 2011

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
LATINO HEALTH ACCESS**

This Agreement is entered into on the 5th day of December, 2011 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Latino Health Access (hereinafter “**LHA**”).

WHEREAS, **RSCCD** has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (**GEAR UP**) **2009** (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, **LHA** has agreed to participate in the purpose of this grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **LHA** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2011 and ending July 30, 2012 and shall be in the amount of \$10,000 and subject to the provisions of this Agreement. **LHA** further agrees to contribute \$10,000 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **LHA** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **LHA** shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs (*Exhibit A*).
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) 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.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **LHA** 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 Education Assistance included as *Exhibit A* to this Agreement. **LHA** 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 Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education 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 Exhibit A 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 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program 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 requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **LHA** 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. **LHA** 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 **LHA's** services, or **LHA's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

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. **LHA** 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. **LHA** 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, **LHA** under this Agreement shall be Subcontracted 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 **LHA** pursuant to this Agreement. **LHA** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **LHA** guidelines. **LHA** 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. By entering into this Agreement **LHA** agrees that it is the direct provider of intended services. Upon request, **LHA** shall submit to **RSCCD** copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **LHA** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **LHA** immediately and in writing. Immediately upon such notice **LHA** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **LHA'S** operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **LHA** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **LHA** 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 hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. **LHA** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **LHA** 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 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 Education.

CARRYOVER

14. **LHA** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **LHA's** use of such funds, a written statement from the **LHA** describing the ways it intends to use the remaining funds may be required.

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15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

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16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **LHA** in accordance with the following payment schedule:

- a. **Payments.** Beginning July 31, 2011, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **LHA's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$10,000.
- b. **Invoices.** One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

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- (1) Information pertaining to this Agreement and contract awards, obligations, unobligated balances, assets, expenditures, and income;
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- (3) Source documentation to support accounting records; and

- (4) Proper charging of costs and cost allocation.
- (b) LHA'S Records. **LHA'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.
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18. **LHA** 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. **LHA** shall submit a copy of each required audit report to **RSCCD** within thirty (30) days after the date received by the **LHA**.

ACCESS AND RECORDS

19. (a) Access. **RSCCD**, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to **LHA's** activities, books, documents and papers (including computer records) and to records of **LHA'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 **LHA** are kept. In the event **LHA** does not make the above-referenced documents available within the County of Orange, California, **LHA** 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 **LHA** and all documents related to this Agreement shall be kept available at **LHA'S** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which 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

20. **LHA** 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

21. As a condition of this award of financial assistance under the U.S. Department of Education to **LHA** from **RSCCD**, **LHA** 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, 34 CFR part 100 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, **LHA** 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. **LHA** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **LHA** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **LHA** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **LHA** has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **LHA** 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, **LHA** shall submit to **RSCCD**, the U.S. Department of Education, 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 **LHA**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.

- i. 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.

(b) Property Management. **LHA** shall budget, manage and maintain an inventory of property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, **LHA** 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. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by **LHA** under this Agreement to **RSCCD** or its representatives, or dispose of them in accordance with directions from **RSCCD**.

INDEMNIFICATION

24. (a) **LHA** shall indemnify, hold harmless and defend **RSCCD**, its Board of Directors, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **LHA**'s performance of this Agreement, or any act or omission of **LHA**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **LHA** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **LHA**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **LHA** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **LHA**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD**'s performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **LHA** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties, including **LHA** personnel representatives. **RSCCD** shall forthwith remit all sums due **LHA**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **LHA** 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. **LHA** shall deliver certificate(s) of insurance under **LHA**'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.

LHA shall provide workers' compensation coverage for each of its employees. **LHA** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. **LHA** agrees to grant **RSCCD**, the U.S. Department of Education, 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 Education, 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 **LHA** under this Agreement and in accordance with 34 CFR 75.621, 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 Education.”

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **LHA** 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. **LHA**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **LHA** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **LHA**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **LHA** 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 **LHA** to conduct business with a friend or associate of an executive or employee of **LHA**, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of **LHA**, 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 **LHA** or **RSCCD**. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. **LHA** shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. **LHA** certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See *Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See *Exhibit F*), **LHA** 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.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by **LHA** for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **LHA** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **LHA**, or if **LHA** reports inaccurately, or if any audit report makes disallowances, **LHA** 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 **LHA** 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 **LHA**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **LHA** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. 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.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **LHA**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **LHA** a written request to appeal said decision. Pending final decision of the appeal, **LHA** shall act in accordance with the written decision of **RSCCD** or the Department of Education, 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 Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. 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 **LHA'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 **LHA** with written notification of such determination. **LHA** shall immediately comply with **RSCCD's** decision.

TOTAL AGREEMENT

35. 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. **LHA** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. 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

37. 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

LHA: Agency Representative: America Bracho, President/CEO
 Agency: Latino Health Access
 Address: 1701 N. Main St., #200
 City, State Zip: Santa Ana, CA 92706
 Phone: (714) 542-7792

IN WITNESS WHEREOF, **RSCCD** and **LHA** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

LATINO HEALTH ACCESS

By: _____
Name: Peter J. Hardash
 Vice Chancellor
Title: Business Operations/Fiscal Services
Date: _____
Board
Approval
Date: December 5, 2011

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

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

This Agreement is entered into on the 5th day of December, 2011 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and The Regents of the University of California on behalf of its Irvine campus (hereinafter “**UCI**”).

WHEREAS, RSCCD has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (**GEAR UP**) **2009** (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, UCI has agreed to participate in the purpose of this grant, and

WHEREAS, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **UCI** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2011 and ending July 30, 2012 and shall be in the amount of \$323,000 and subject to the provisions of this Agreement. **UCI** further agrees to contribute \$110,916 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **UCI** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **UCI** shall fully comply with the applicable requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.
- (c) 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.

- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **UCI** 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 Education Assistance included as *Exhibit A* to this Agreement. **UCI** agrees to comply with all applicable provisions, to perform all of its proposed work, and to provide all of its proposed services set forth in this Agreement and the aforementioned Application for Federal Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

UCI shall utilize funding provided under this Agreement to support the following:

- 1) Program Specialist to implement activities at each GEAR UP school
- 2) Staff to monitor GEAR UP student data
- 3) Teaching Assistants
- 4) Provision of English Language Arts professional development to SAUSD teachers
- 5) Associates with Homeroom for College curriculum and Parent Promotores materials
- 6) Attendance at conferences
- 7) Residential programs
- 8) Material and software for research and evaluation
- 9) Facilities, materials, and hospitality for the inter-segmental meetings.

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A 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 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program are not altered. However, any such modification shall not be made without the prior written notification to **RSCCD**. Any requests for changes in scope, objectives or key personnel requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **UCI** 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. **UCI** 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 **UCI's** services, or **UCI's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

NO SUPPLANTATION

8. Funds provided under this Agreement shall not be used for services, staff, programs or materials that would otherwise be available in the absence of such funds. Additionally, **UCI** shall not be reimbursed for rendering 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. **UCI** agrees that the services provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of **RSCCD**, nor shall its employees be entitled to any personnel benefits of **RSCCD** whatsoever.

SUBCONTRACT ASSIGNMENT

10. None of the duties of, or work to be performed by, **UCI** under this Agreement shall be Subcontracted 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 **UCI** pursuant to this Agreement. **UCI** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **UCI** guidelines. **UCI** 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. By entering into this Agreement **UCI** agrees that it is the direct provider of intended services. Upon request, **UCI** shall submit to **RSCCD** copies of all subcontracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

CONTINGENCY OF FUNDS

11. **UCI** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **UCI** immediately and in writing. Immediately upon such notice **UCI** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **UCI's** operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, **RSCCD** and **UCI**

shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. UCI 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 hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. UCI may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. UCI 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 need for a change in the budget, written approval is required and should be coordinated through **RSCCD** for submission to U.S. Department of Education.

CARRYOVER

14. UCI may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the UCI's use of such funds, a written statement from the UCI describing the ways it intends to use remaining funds may be required.

SUBMISSION OF INVOICES

15. Upon the effective date of this Agreement, **RSCCD** shall make payments to UCI in accordance with the following payment schedule:

- a. Payments. Beginning July 31, 2011, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of UCI's invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$323,000.
- b. Invoices. One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

16. (a) Financial Management System. UCI shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. UCI'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) UCI'S Records. UCI'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) Approved Application for Federal Assistance (*Exhibit A*);
- (2) The Education Department General Administrative Regulations (EDGAR); and
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

17. UCI shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program (GEAR UP) should be listed in their Schedule of Federal Expenditures. UCI shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the UCI.

ACCESS AND RECORDS

18. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to UCI's activities, books, documents and papers (including computer records) and to records of UCI'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 during normal business hours 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 UCI are kept. In the event UCI does not make the above-referenced documents available within the County of Orange, California, UCI 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 **UCI** and all documents related to this Agreement shall be kept available at **UCI's** office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which 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. **UCI** shall promptly report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal, state, and local laws and regulations.

NONDISCRIMINATION AND COMPLIANCE PROVISIONS

20. As a condition of this award of financial assistance under the U.S. Department of Education to **UCI** from **RSCCD**, **UCI** 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, 34 CFR part 100 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, **UCI** 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. **UCI** will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) **UCI** will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) **UCI** will give written notice of its obligations under this Section of the Agreement to labor organizations with which **UCI** has a collective bargaining or other agreement.

CONFIDENTIALITY

21. Without prejudice to any other section of this Agreement, **UCI** shall, where applicable, maintain the confidential nature of information provided to it by **RSCCD** concerning participants in accordance with the requirements of federal and state laws. However, in accordance with Article 18(a), **UCI** shall provide **RSCCD**, the U.S. Department of Education, and/or the United States Government or their representatives, access to records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by

6

UCI, costs incurred and services rendered hereunder. **RSCCD**, the U.S. Department of Education and the United States Government, or their representatives, shall also maintain confidential information provided to it concerning participants in accordance with the requirements of the federal and/or state laws.

PROPERTY

22. (a) Definitions

1. “Real Property” is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. “Equipment”:
 - a. For purchase before July 1, 1993, “equipment” is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. 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.

(b) Property Management. **UCI** shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Article 18(b), **UCI** 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.

REPORTS

23. **UCI** will furnish reports, documents, photographs, and data, or copies of each, as reasonably requested by **RSCCD** concerning **UCI**’s activities as they affect the services hereunder. **RSCCD** shall be specific as to the nature of the information requested and allow thirty (30) days for **UCI** to respond.

INDEMNIFICATION

24. (a) **UCI** shall indemnify, hold harmless and defend **RSCCD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **UCI**’s performance of this Agreement, or any act or omission of **UCI**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **UCI** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **UCI**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **UCI** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **UCI**, its Board of Regents, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD**’s performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **UCI** requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties,

including UCI personnel representatives. RSCCD shall forthwith remit all sums due UCI, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. UCI 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. Within thirty (30) days of the execution of this Agreement, UCI shall deliver certificate(s) of insurance under UCI's comprehensive general liability insurance policy. Upon request, RSCCD shall be provided a copy of said policy.

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

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. In accordance with 34 CFR 74.36, 34 CFR 80.34, and in order for RSCCD to meet its obligations contained in the prime Grant No. P334A090134 with the U.S. Department of Education, UCI shall grant RSCCD 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, in the fulfillment of its obligations contained in the prime Grant No. P334A090134, the U.S. Department of Education, 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 UCI under this Agreement and in accordance with 34 CFR 75.626, any patent application 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 Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by UCI 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. UCI, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of UCI will receive favorable treatment when considered for enrollment in programs provided by, or employment with, UCI.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of UCI 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 UCI to conduct business with a friend or associate of an executive or employee of UCI, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of UCI, 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 UCI or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. UCI shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. UCI certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), UCI 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.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by UCI for the purpose of appraising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **UCI** violates any of the terms and conditions of this Agreement, or if **UCI** reports inaccurately, or if any audit report makes disallowances, **UCI** 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 **UCI** fulfills its obligations or remedies all violations of this Agreement; and/or (2) collect outstanding amounts, as determined by **RSCCD** to be due **RSCCD** from **UCI**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **UCI** 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

33. 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 through arbitration and/or legal action.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by the State of California, and/or the U.S. Department of Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. 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 **UCI**'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 **UCI** with written notification of such determination. **UCI** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. 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. **UCI** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. 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

37. 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

UCI: Agency Representative: Eileen Lamb, Sr. Contract & Grant Officer
 Department: Office of Research Administration
 Agency: University of California, Irvine
 Address: 300 University Tower
 City, State Zip: Irvine, CA 92697-7600
 Phone: (949) 824-4781

IN WITNESS WHEREOF, **RSCCD** and **UCI** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____

By: _____

Name: Peter J. Hardash

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board

Approved

date: December 5, 2011

LIST OF EXHIBITS

EXHIBIT A	Application for Federal Funding
EXHIBIT B	Report Template
EXHIBIT C	Invoice Template
EXHIBIT D	Assurances – Non-Construction Programs
EXHIBIT E	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
EXHIBIT F	Certification Regarding Lobbying
EXHIBIT G	Disclosing Federal Funding in Public Announcements

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT/
SANTA ANA COLLEGE
AND
SANTA ANA UNIFIED SCHOOL DISTRICT**

This Agreement is entered into on the 5th day of December, 2011 between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and Santa Ana Unified School District (hereinafter “**SAUSD**”).

WHEREAS, **RSCCD** has received a grant entitled Gaining Early Awareness & Readiness for Undergraduate Programs (**GEAR UP**) **2009** (Grant No. P334A090134; CFDA # 84.334A) from the U.S. Department of Education significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education, and

WHEREAS, **SAUSD** has agreed to participate in the purpose of this grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

NOW, THEREFORE the **RSCCD** and **SAUSD** do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning July 31, 2011 and ending July 30, 2012 and shall be in the amount of \$173,827 and subject to the provisions of this Agreement. **SAUSD** further agrees to contribute \$749,996 as match during this same period set forth in as *Exhibit A, Budget Narrative*, which by this reference is incorporated herein and made a part hereof as if fully set forth. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program is to increase the number of low-income students who are prepared to enter and succeed in postsecondary education. **SAUSD** shall ensure that the program funded hereby shall comply with this purpose.

COMPLIANCE WITH LAW

3. In its performance under this Agreement, **SAUSD** shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

- (a) The Higher Education Act of 1965, Title IV, Part A, Subpart 2 Chapter 2 – Gaining Early Awareness and Readiness for Undergraduate Programs.
- (b) The Education Department General Administrative Regulations (EDGAR): (a) 34 CFR 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99; (b) the regulations for this program in 34 CFR part 694.

- (c) 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.
- (d) All applicable State statutes, regulations, policies, procedures and directives;
- (e) All applicable local ordinances and requirements, including use permits and licensing;
- (f) Court orders applicable to its operation; and
- (g) The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, **SAUSD** 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

This Agreement is based on the Application for Federal Education Assistance included as *Exhibit C* to this Agreement. **SAUSD** 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 Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education Assistance will be controlling.

SAUSD shall utilize funding provided under this Agreement to support the following:

- 1) Math Specialists at Carr and McFadden Intermediate Schools
- 2) Language Arts Specialists at Carr and McFadden Intermediate Schools
- 3) Substitute teachers
- 4) Buses for college and campus tours
- 5) Attendance at conferences
- 6) Educational software

MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

5. The parties hereto agree that those program components and service levels detailed in Exhibit A 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 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program 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 requires written approval and should be coordinated through **RSCCD** for submission to the U.S. Department of Education.

PLANS AND PROCEDURES

6. **SAUSD** 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. **SAUSD** 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 **SAUSD's** services, or **SAUSD's** activities, costs or other data. Such reports shall include information and data for the annual performance report (financial information as specified in 34 CFR 75.118, and program activity documentation), which will be due April 1 of each year. The Annual Report Template is incorporated by reference and attached hereto as *Exhibit B*, which by this reference is incorporated herein and made a part hereof as if fully set forth.

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. **SAUSD** 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. **SAUSD** 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, **SAUSD** 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 **SAUSD** pursuant to this Agreement. **SAUSD** shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local **SAUSD** guidelines. **SAUSD** 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. By entering into this Agreement **SAUSD** agrees that it is the direct provider of intended services. Upon request, **SAUSD** 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.

CONTINGENCY OF FUNDS

11. **SAUSD** acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to **RSCCD**. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 73.118 and any other requirements deemed necessary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, **RSCCD** shall notify **SAUSD** immediately and in writing. Immediately upon such notice **SAUSD** shall modify or cease operations as directed by **RSCCD**. If the approving authority determines that modification of **SAUSD's** operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written

notice, **RSCCD** and **SAUSD** shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. **SAUSD** 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 hereto as part of the Application for Federal Education Assistance, *Exhibit A*, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The **SAUSD** may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14).

MODIFICATION OF BUDGET SCHEDULE

13. **SAUSD** 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 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 Education.

CARRYOVER

14. **SAUSD** may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the **SAUSD's** use of such funds, a written statement from the **SAUSD** describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, **RSCCD** shall make payments to **SAUSD** in accordance with the following payment schedule:

- a. Payments. Beginning July 31, 2011, no more often than once per quarter and no less than once per year, upon receipt and approval by **RSCCD** of **SAUSD's** invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, **RSCCD** shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$173,827.

- b. Invoices. One original signed invoice should be sent to the GEAR UP 2009 Project Director, as follows:

Lilia Tanakeyowma, Dean
Office, School & Community Partnerships Division
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) Financial Management System. SAUSD shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SAUSD'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) SAUSD's Records. SAUSD'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) Approved Application for Federal Assistance (*Exhibit A*)
- (2) The Education Department General Administrative Regulations (EDGAR)
- (3) Office of Management and Budget (OMB) Circulars A-21 (2 CFR 220) and A-110 (2 CFR 215)

(d) Cost Principles. In all cases of any type of personnel must be supported by complete and accurate record-keeping of time and effort reports, which will be due quarterly.

ANNUAL AUDIT

18. SAUSD 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. SAUSD shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SAUSD.

ACCESS AND RECORDS

19. (a) Access. RSCCD, the U.S. Department of Education, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SAUSD's activities, books, documents and papers (including computer records) and to records of SAUSD'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 SAUSD are kept. In the event SAUSD does not make the above-referenced documents available within the County of Orange, California, SAUSD 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 SAUSD and all documents related to this Agreement shall be kept available at SAUSD's office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which 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

20. SAUSD 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

21. As a condition of this award of financial assistance under the U.S. Department of Education to SAUSD from RSCCD, SAUSD 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, 34 CFR part 100 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, SAUSD 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. SAUSD will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(b) SAUSD will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(c) SAUSD will give written notice of its obligations under this Section of the Agreement to labor organizations with which SAUSD has a collective bargaining or other agreement.

CONFIDENTIALITY

22. Without prejudice to any other section of this Agreement, **SAUSD** 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, **SAUSD** shall submit to **RSCCD**, the U.S. Department of Education, 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 **SAUSD**, costs incurred and services rendered hereunder.

PROPERTY

23. (a) Definitions

1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. 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.

(b) Property Management. **SAUSD** shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, **SAUSD** 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. Cost of equipment shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by **SAUSD** under this Agreement to **RSCCD** or its representatives, or dispose of them in accordance with directions from **RSCCD**.

INDEMNIFICATION

24. (a) **SAUSD** shall indemnify, hold harmless and defend **RSCCD**, its School Board, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **SAUSD's** performance of this Agreement, or any act or omission of **SAUSD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **SAUSD** in violation of federal, State or **RSCCD** requirements or of this Agreement, or any negligent or intentional acts or omissions of **SAUSD**, its officers, agents or employees which injure or damage any participants or other third parties, including **RSCCD** personnel representatives. **SAUSD** shall forthwith remit all sums due **RSCCD**, along with the legal rate of interest pursuant to this paragraph.

(b) **RSCCD** shall indemnify, hold harmless and defend **SAUSD**, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of **RSCCD's** performance of this Agreement, or any act or omission of **RSCCD**, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by **RSCCD** in violation of federal, State or **SAUSD**

requirements or of this Agreement, or any negligent or intentional acts or omissions of **RSCCD**, its officers, agents or employees which injure or damage any participants or other third parties, including **SAUSD** personnel representatives. **RSCCD** shall forthwith remit all sums due **SAUSD**, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. **SAUSD** 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. **SAUSD** shall deliver certificate(s) of insurance under **SAUSD'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.

SAUSD shall provide workers' compensation coverage for each of its employees. **SAUSD** and **RSCCD** shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. **SAUSD** agrees to grant **RSCCD**, the U.S. Department of Education, 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 Education, 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 **SAUSD** under this Agreement and in accordance with 34 CFR 75.621, 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 Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. Every reasonable course of action will be taken by **SAUSD** 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. **SAUSD**, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of **SAUSD** will receive favorable treatment when considered for enrollment in programs provided by, or employment with, **SAUSD**.

(c) Conducting Business Involving Close Personal Friends and Associates. Executives of **SAUSD** 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 **SAUSD** to conduct business with a

friend or associate of an executive or employee of SAUSD, or an elected official in the area, a permanent record of the transaction will be retained.

(d) Avoidance of Economic Interest. No executive or employee of SAUSD, 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 SAUSD or RSCCD. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement.

ASSURANCES

28. SAUSD shall execute and abide by the Assurance-Non-Construction Programs attached hereto as *Exhibit D* and incorporated herein by this reference.

DEBARMENT

29. SAUSD certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (*See Exhibit E*).

LOBBYING

30. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (*See Exhibit F*), SAUSD 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.

LITERATURE AND PUBLIC ANNOUNCEMENTS

31. Any literature distributed by SAUSD for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P334A090134. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in *Exhibit G*.

BREACH – SANCTIONS

32. If, through any cause, **SAUSD** violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by **SAUSD**, or if **SAUSD** reports inaccurately, or if any audit report makes disallowances, **SAUSD** 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 **SAUSD** 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 **SAUSD**, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice **SAUSD** has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 35 herein.

DISPUTES

33. 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.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by **RSCCD** or the Department of Education. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to **SAUSD**. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, **RSCCD** receives from **SAUSD** a written request to appeal said decision. Pending final decision of the appeal, **SAUSD** shall act in accordance with the written decision of **RSCCD** or the Department of Education, 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 Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. 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 **SAUSD'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 **SAUSD** with written notification of such determination. **SAUSD** shall immediately comply with **RSCCD**'s decision.

TOTAL AGREEMENT

35. 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. **SAUSD** acknowledges that it has read and agrees to all terms and conditions included in this contract.

AMENDMENTS

36. 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

37. 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

SAUSD: Agency Representative: Mary Booth
 Department: _____
 Agency: Santa Ana Unified School District
 Address: 1601 E. Chestnut Ave.
 City, State Zip: Santa Ana, CA 92701
 Phone: (714) 558-5724

IN WITNESS WHEREOF, **RSCCD** and **SAUSD** have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SANTA ANA UNIFIED
SCHOOL DISTRICT

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board
Approval

Date: December 5, 2011

LIST OF EXHIBITS

Please use all the exhibits from Year One.

- EXHIBIT A Application for Federal Funding
- EXHIBIT B Report Template
- EXHIBIT C Invoice Template
- EXHIBIT D Assurances – Non-Construction Programs
- EXHIBIT E Certification Regarding Debarment, Suspension, Ineligibility and Voluntary
Exclusion – Lower Tier Covered Transactions.
- EXHIBIT F Certification Regarding Lobbying
- EXHIBIT G Disclosing Federal Funding in Public Announcements

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: December 5, 2011
Re: Approval of Sub-award Agreements between RSCCD and NOCCCD and CSU Fullerton Auxiliary Services Cooperation for ENGAGE in STEM Project – Yr. 1	
Action: Request for Approval	

BACKGROUND

Santa Ana College receives a five-year United States Department of Education grant called ENGAGE in STEM Project (Encouraging New Graduates and Gaining Expertise in Science, Technology, Engineering, and Math). The ENGAGE in STEM Project is a discretionary grant program designed to (1) increase the number of Hispanic and other low-income students attaining degrees in the fields of science, technology, engineering, or mathematics (STEM); (2) develop model transfer and articulation agreements between the two-year HSI's and four-year institutions; (3) enable more data-based decision-making, and (4) increase the number of math and science teachers.

ANALYSIS

The ENGAGE in STEM Project collaborative grant consist of Santa Ana College, Fullerton College and California State University, Fullerton. Each of these partners will be a sub-recipient and contract with Rancho Santiago Community College District/Santa Ana College for the five year grant period. Each year Santa Ana College receives \$1.19 million in grant funds to expand and enhance educational opportunities for, and improve the academics attainment of Hispanic students. The amounts listed below are for the first year contracts with the sub-recipients.

DO-11-035	North Orange County Community College District - \$372,376
DO-11-036	CSU Fullerton Auxiliary Services Cooperation - \$289,232

Project Administrator is Micki Bryant. Project Director is Steve Bautista.

RECOMMENDATION

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

Fiscal Impact: \$661,608	Board Date: December 5, 2011
Prepared by: Huong Nguyen, 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
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
on behalf of
FULLERTON COLLEGE**

This Agreement is entered into on the 14th day of November, 2011 between Rancho Santiago Community College District (hereinafter “RSCCD”) and North Orange County Community College District, on behalf of Fullerton College (hereinafter “SUBRECIPIENT”).

WHEREAS, DISTRICT has received a grant entitled Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Programs (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education. The purpose of the HSI STEM & Articulation Programs is to expand and enhance educational opportunities for, and improve the academics attainment of, Hispanic students, 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 RSCCD and SUBRECIPIENT do covenant and agree as follows:

TERM

1. The effective term of this Agreement shall be from the period beginning October 1, 2011 and ending September 30, 2012 in the amount of \$372,376.00 and subject to the provisions of this Agreement. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program funded by this Agreement is to support a collaboration (1) to increase the number of Hispanic and other low-income students attaining degrees in the fields of science, technology, engineering, or mathematics (STEM); (2) to develop model transfer and articulation agreements between the two-year HSI’s and four-year institutions; (3) to enable more data-based decision-making, and (4) to increase the number of math and science teachers. 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 34 C.F.R. 74, 75, 77, 79, 82, 84, 85, 86, 97, 98, and 99 (Published as Education Department General Administrative Regulations (EDGAR)).

- (b) All applicable State statutes, regulations, policies, procedures and directives;
- (c) All applicable local ordinances and requirements, including use permits and licensing;
- (d) Court orders applicable to its operation; and
- (e) The terms and conditions of the Grant Award Notification.

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 Education Assistance included as *Exhibit A* to this Agreement. 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 Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education 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 *Exhibit A* 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 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program 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 requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

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. The Interim and Annual Performance Report Templates are incorporated by reference and attached hereto as Exhibit B which by this reference is incorporated herein and made a part hereof as if fully set forth.

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 ensure 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.

CONTINGENCY OF FUNDS

11. SUBRECIPIENT acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 74.118 and any other reporting requirements established by the secretary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify SUBRECIPIENT immediately and in writing. Immediately upon such notice SUBRECIPIENT shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of SUBRECIPIENT’S operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and SUBRECIPIENT shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. 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 hereto as part of the Application for Federal Education Assistance, Exhibit A, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The SUBRECIPIENT may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14)

MODIFICATION OF BUDGET SCHEDULE

13. 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 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 Education.

CARRYOVER

14. SUBRECIPIENT may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the SUBRECIPIENT'S use of such funds, a written statement from the SUBRECIPIENT describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- a. Payments. Beginning 1st October 2011, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$372,376.00.
- b. Invoices. One original signed invoice should be sent to the HSI-STEM Project Director, as follows:

Micki Bryant
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) Financial Management System. 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) Approved Application for Federal Assistance (Exhibit A)
 - (2) The Education Department General Administrative Regulations (EDGAR)
 - (3) Office of Management and Budget (OMB) Circulars A-21 (Relocated to 2CFR, Part 220) and Circular A-110 (Relocated to 2 CFR 215)

ANNUAL AUDIT

18. 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

19. (a) Access. RSCCD, the U.S. Department of Education, 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 which 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

20. 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

21. As a condition of this award of financial assistance under the U.S. Department of Education 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, 29 C.F.R. part 37. 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 (including 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 (including cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will ensure 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

22. 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 Education, 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

23. (a) Definitions

- 1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- 2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. 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.

(b) Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory or property in accordance with the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, 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

24. (a) SUBRECIPIENT shall indemnify, hold harmless and defend RSCCD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury, death, suits or judgments arising out of or alleged to arise out of or in consequence of SUBRECIPIENT'S performance of this Agreement, or any act or omission of SUBRECIPIENT, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by SUBRECIPIENT in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of SUBRECIPIENT, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. SUBRECIPIENT shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend SUBRECIPIENT, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury, death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD'S performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or SUBRECIPIENT requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including SUBRECIPIENT personnel representatives. RSCCD shall forthwith remit all sums due SUBRECIPIENT, along with the legal rate of interest pursuant to this paragraph.

INSURANCE

25. 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. SUBRECIPIENT and RSCCD shall each be responsible for providing coverage for their own students.

PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

26. SUBRECIPIENT agrees to grant RSCCD, the US Department of Education, 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 Education, 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 34 CFR 75.621, 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 Education."

STANDARDS OF CONDUCT

27. (a) General Assurance. 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 which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Conducting Business Involving Relatives. 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) Conducting Business Involving Close Personal Friends and Associates. 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) Avoidance of Economic Interest. 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

28. SUBRECIPIENT shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit D and incorporated herein by this reference.

DEBARMENT

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See Exhibit D).

LITERATURE AND PUBLIC ANNOUNCEMENTS

30. Any literature distributed by SUBRECIPIENT for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P031C110183. The content of this publication does not

necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government.” Any public announcements disclosing the federal funding must conform to the requirements and guidelines in Exhibit E.

LOBBYING

31. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See Exhibit D), 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

32. 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

33. 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.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD. In such a case, RSCCD shall reduce its decision to writing and mail or otherwise furnish a copy thereof to SUBRECIPIENT. The decision of RSCCD 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.

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 Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. RSCCD 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, SUBRECIPIENT agrees to cooperate with RSCCD 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

35. 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

36. 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

37. 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: Claudette E. Dain
District Director, Fiscal Affairs
North Orange County CCD
1830 West Romneya Drive
Anaheim, CA 92801

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

NORTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT, on behalf of
FULLERTON COLLEGE

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: Claudette E. Dain

Title: Business Operations/Fiscal Services

Title: District Director, Fiscal Affairs

Date: _____

Date: _____

Board
Approval

Date: December 5, 2011

LIST OF EXHIBITS

EXHIBIT A	APPLICATION FOR FEDERAL FUNDING
EXHIBIT B	REPORT TEMPLATES
EXHIBIT C	INVOICE TEMPLATE
EXHIBIT D	DRUG FREE, DEBARMENT, AND LOBBYING CERTIFICATIONS
EXHIBIT E	DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

**AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CSU FULLERTON AUXILIARY SERVICES COOPERATION**

This Agreement is entered into on the 5th day of December, 2011 between Rancho Santiago Community College District (hereinafter "RSCCD") and CSU Fullerton Auxiliary Services Cooperation (hereinafter "SUBRECIPIENT").

WHEREAS, DISTRICT has received a grant entitled Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Programs (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education. The purpose of the HSI STEM & Articulation Programs is to expand and enhance educational opportunities for, and improve the academics attainment of, Hispanic students, 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 effective term of this Agreement shall be from the period beginning October 1, 2011 and ending September 30, 2012 in the amount of \$289,232.00 and subject to the provisions of this Agreement. An extension may be granted in writing from the U.S. Department of Education (approving authority).

PURPOSE

2. The purpose of the program funded by this Agreement is to support a collaboration (1) to increase the number of Hispanic and other low-income students attaining degrees in the fields of science, technology, engineering, or mathematics (STEM); (2) to develop model transfer and articulation agreements between the two-year HSI's and a for-year institutions; (3) to enable more data-based, decision-making, and (4) to increase the number of math and science teachers. 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 34 C.F.R. 74, 75, 77, 79, 82, 84, 85, 86, 97, 98, and 99 (Published as Education Department General Administrative Regulations (EDGAR)).
- (b) All applicable State statutes, regulations, policies, procedures and directives;
- (c) All applicable local ordinances and requirements, including use permits and licensing;

- (d) Court orders applicable to its operation; and
- (e) The terms and conditions of the Grant Award Notification.

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 Education Assistance included as *Exhibit A* to this Agreement. 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 Education Assistance in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Application for Federal Education 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 *Exhibit A* 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 34 CFR 74.25 (c)(2) and/or 34 CFR 80.30 (d)(3)) of the program 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 requires written approval and should be coordinated through RSCCD for submission to the U.S. Department of Education.

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. The Interim and Annual Performance Report Templates are incorporated by reference and attached hereto as Exhibit B which by this reference is incorporated herein and made a part hereof as if fully set forth.

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.

CONTINGENCY OF FUNDS

11. SUBRECIPIENT acknowledges that approval of and funding for this Agreement in accordance with 34 CFR 75.253 is contingent upon U.S. Department of Education approval, receipt of funds from, and obligation of funds by, the U.S. Department of Education to RSCCD. The Department will consider continued funding if: (1) Congress has appropriated sufficient funds under the program, (2) the Department determines that continuing the project would be in the best interests of the government, (3) the recipient has made substantial progress toward meeting the objectives in its approved application, and (4) the recipient has submitted reports of project performance and budget expenditures that meet reporting requirements found at 34 CFR 74.118 and any other reporting requirements established by the secretary. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, RSCCD shall notify SUBRECIPIENT immediately and in writing. Immediately upon such notice SUBRECIPIENT shall modify or cease operations as directed by RSCCD. If the approving authority determines that modification of SUBRECIPIENT’S operations hereunder is preferable to cessation of such operations, within thirty (30) days of said written notice, RSCCD and SUBRECIPIENT shall negotiate necessary modifications to this Agreement and/or reimbursement of costs incurred hereunder.

BUDGET SCHEDULE

12. 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 hereto as part of the Application for Federal Education Assistance, Exhibit A, and which by this reference is incorporated herein and made a part hereof as if fully set forth. The SUBRECIPIENT may spend unexpended funds in the following budget period for any allowable cost that falls within the scope and objectives of the project (See Carryover, Section 14)

MODIFICATION OF BUDGET SCHEDULE

13. 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 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 Education.

CARRYOVER

14. SUBRECIPIENT may spend unexpended funds in a following budget period for any allowable cost(s) that fall(s) within the scope and objectives of the project, not just for expenditures arising out of uncompleted activities. However, if during the course of program monitoring reservations are developed on behalf of the approving authority about the SUBRECIPIENT'S use of such funds, a written statement from the SUBRECIPIENT describing the ways it intends to use the remaining funds may be required.

TIME EXTENSIONS

15. The end date of the project period may be extended on a one-time only basis for a period of up to twelve (12) months without the need to receive prior approval from the approving authority except where such an extension would: (1) require additional federal funds, (2) change the scope or objectives of the project, (3) be merely for the purpose of exhausting unexpended funds, and (4) be contrary to federal statute, regulation, or grant conditions.

SUBMISSION OF INVOICES

16. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- a. Payments. Beginning 1 October 2011, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, showing itemized expenditures in accordance with the invoice template provided as *Exhibit C*, RSCCD shall make reimbursement payments as long as the total payments under this Agreement do not exceed \$289,232.00.
- b. Invoices. One original signed invoice should be sent to the HSI-STEM Project Director, as follows:

Micki Bryant
Santa Ana College
1530 W. 17th Street
Santa Ana, CA 92706

FISCAL ACCOUNTABILITY

17. (a) Financial Management System. 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) Approved Application for Federal Assistance (*Exhibit A*)
- (2) The Education Department General Administrative Regulations (EDGAR)
- (3) Office of Management and Budget (OMB) Circulars A-21 (Relocated to 2CFR, Part 220) and Circular A-110 (Relocated to 2 CFR 215)

ANNUAL AUDIT

18. 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

19. (a) Access. RSCCD, the U.S. Department of Education, 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 which 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

20. 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

21. As a condition of this award of financial assistance under the U.S. Department of Education 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, 34 CFR part 100 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

22. 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 Education, 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

23. (a) Definitions

- 1. "Real Property" is land, including land improvements, structures, and appurtenances thereto, excluding movable machinery and equipment.
- 2. "Equipment":
 - a. For purchase before July 1, 1993, "equipment" is tangible non-expendable personal property having an acquisition cost of \$1,000 or more per unit.
 - i. 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.

(b) Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. Notwithstanding the provisions of Section 20, 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. Cost of equipment 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

24. (a) SUBRECIPIENT shall indemnify, hold harmless and defend RSCCD, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of SUBRECIPIENT'S performance of this Agreement, or any act or omission of SUBRECIPIENT, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by SUBRECIPIENT in violation of federal, State or RSCCD requirements or of this Agreement, or any negligent or intentional acts or omissions of SUBRECIPIENT, its officers, agents or employees which injure or damage any participants or other third parties, including RSCCD personnel representatives. SUBRECIPIENT shall forthwith remit all sums due RSCCD, along with the legal rate of interest pursuant to this paragraph.

(b) RSCCD shall indemnify, hold harmless and defend SUBRECIPIENT, its Board of Trustees, its officers, agents and employees from any and all claims, demands, loss, liability, injury death, suits or judgments arising out of or alleged to arise out of or in consequence of RSCCD'S performance of this Agreement, or any act or omission of RSCCD, its officers, agents or employees, including, but not limited to, and without waiving the generality of the foregoing, any audit disallowances or sums expended by RSCCD in violation of federal, State or SUBRECIPIENT requirements or of this Agreement, or any negligent or intentional acts or omissions of RSCCD, its officers, agents or employees which injure or damage any participants or other third parties, including SUBRECIPIENT personnel representatives. RSCCD shall forthwith remit all sums due SUBRECIPIENT, along with the legal rate of interest pursuant to this paragraph.

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25. 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 two million dollars (\$2,000,000) 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. SUBRECIPIENT and RSCCD shall each be responsible for providing coverage for their own students.

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report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 34 CFR 75.621, 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 Education."

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(b) Conducting Business Involving Relatives. 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) Conducting Business Involving Close Personal Friends and Associates. 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) Avoidance of Economic Interest. 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.

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28. SUBRECIPIENT shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit D and incorporated herein by this reference.

DEBARMENT

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 34 CFR Part 85 (See Exhibit D).

LITERATURE AND PUBLIC ANNOUNCEMENTS

30. Any literature distributed by SUBRECIPIENT for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state and acknowledge, in accordance with 34 CFR 75.620, the support of the Department of Education in publicizing the work under this agreement in any medium. This acknowledgement shall read substantially as follows:

"This project has been funded at least in part with Federal funds from the U.S. Department of Education under grant award number P031C110183. The content of this publication does not necessarily reflect the views or policies of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Government."

Any public announcements disclosing the federal funding must conform to the requirements and guidelines in Exhibit E.

LOBBYING

31. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 34 CFR Part 82 (See Exhibit D), 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

32. 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

33. 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.

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by RSCCD or the Department of Education. 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 Education, 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 Education, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

TERMINATION

34. 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

35. 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

36. 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

37. 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: Tanya Thompson
Office of Sponsored Programs
CSU Fullerton Auxiliary Services Cooperation
2600 E. Nutwood Avenue, Ste. 275
Fullerton, CA 92831
(714) 278-4113

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

CSU FULLERTON
AUXILIARY SERVICES COOPERATION

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Board
Approval

Date: December 5, 2011

LIST OF EXHIBITS

EXHIBIT A	APPLICATION FOR FEDERAL FUNDING
EXHIBIT B	REPORT TEMPLATES
EXHIBIT C	INVOICE TEMPLATE
EXHIBIT D	DRUG FREE, DEBARMENT, AND LOBBYING CERTIFICATIONS
EXHIBIT E	DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: December 5, 2011
Re: Approval of Sub-Agreements between RSCCD and Saddleback Community College and Coachella Valley Economic Partnership	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

The enclosed sub-agreements with Saddleback Community College and Coachella Valley Economic Partnership are to expand the YEP program into South Orange County and the Inland Empire. RSCCD's YEP is aligned with its Business Entrepreneurship Center, which serves Los Angeles and Orange County and the Inland Empire. Assigning YEP program expansion through partnerships with local colleges and economic development organizations enables the BEC Director to address the objectives of both the BEC and YEP, and serve its multi-county area.

Saddleback Community College: \$10,000

Coachella Valley Economic Partnership: \$8,000

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

RECOMMENDATION

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

Fiscal Impact: \$18,000	Board Date: December 5, 2011
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Coachella Valley Economic Partnership***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Coachella Valley Economic Partnership* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded “Youth Entrepreneurship Program” grants, #10-172-045 and #10-172-051 (hereinafter “**Grants**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibit A.

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2011 through December 31, 2011.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$8,000.

4. Payment

The total cost of the project will be paid to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of a detailed invoice with appropriate back-up documentation, as required by **RSCCD**. Payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes described in the Statement of Work, Exhibit A. Submit invoice(s) to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is required to submit a Final Report to the Project Director via email by or on January 15, 2012. See Exhibit B for a description of the final report content.

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

7. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

8. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.

9. Mutual Indemnification

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

10. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Maricela Sandoval - YEP
Rancho Santiago Community College District
2323 North Broadway, Ste. 201
Santa Ana, CA 92706-1640
sandoval_maricela@rsccd.edu
(714) 564-5533

SUBCONTRACTOR: Coachella Valley Economic Partnership
Ernie Rios
75-080 Frank Sinatra Dr., B227
Palm Desert, CA 92211
erios@cvep.com
(760) 346-0265

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

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

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

SUBCONTRACTOR: SADDLEBACK COMMUNITY COLLEGE

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____



Coachella Valley Economic Partnership will format and prepare to deliver a Youth Entrepreneurship Program to engage 75 participants between the ages of 14 and 27 in entrepreneurship education activities. Efforts will include the following:

A) Partnership Development

a. Advisory Committee

- i. Work with at least one high school, community college, and university in the CVEP service area to establish an advisory committee to establish YEP outreach efforts for:
 1. Speakers: Guest speakers for YEP seminars
 2. Coaches: To assist participants with business plans (10-12)
 3. Judges: To evaluate participants at business plan competition (3-5)

B) Program Design

a. Develop pertinent content for seminar series that includes the following topics:

- i. Characteristics of an entrepreneur
- ii. Developing an idea
- iii. Validating the idea (market research)
- iv. Marketing your business
- v. Financial planning
- vi. Networking
- vii. Presentation Skills

C) Recruitment

- a. Establish selection criteria and recruit 75 participants to take part in YEP seminars and activities utilizing any applicable combination of (but not limited to) the following efforts:
 - i. Creating promotional materials
 - ii. Engaging media partners
 - iii. In-class presentations at partnership high schools

D) Reporting

- a. Submit final report per final report template (provided) by January 15, 2012
- b. Submit curriculum outlines and resources used for seminar sessions with final report along with photos of activities conducted

E) Branding

- a. Display YEP logo on brochures, handouts, posters, and other marketing materials together with either
 - i. the text: *An Economic and Workforce Development Program of the CA Community Colleges Chancellor's Office*
 - ii. EWD and CCCCCO logos (provided)

F) Staffing and Coordination with RSCCD YEP Headquarters

- a. Assign a staff member to coordinate YEP efforts at CVEP and report to YEP Headquarters (RSCCD).

G) Timeline:

- a. November 2011 through December 201



Final Report

Activities

1. Please list and describe (i.e., purpose, content) the YEP activities that have been completed since you received funding.
2. What student learning tools do you plan to use in YEP?
(ie. Job shadowing, internship, tours of businesses, simulations, operating student-run businesses, etc.) List each tool used and the number of students participating in each.
3. What is a best practice you can share in developing your program?
4. Please list and describe the partnerships that were developed as a result on your YEP planning.
5. What challenges did you face in partnership development?
6. Describe how you will incorporate the following curriculum elements into your YEP activities.
 - a. Creating opportunities for participation in real-world business situations
 - b. Articulating high school courses and credits with the Community College program

Participants

1. How many total participants will take part in your program?
2. What are the participating high schools and colleges?
3. What products will be produced by participants through your YEP activities? (i.e., Business plans, websites, marketing projects, actual products, etc.)
4. Please list and describe all awards and associated accomplishments that you plan to give to YEP students
5. Will you assess student outcomes (i.e., business management knowledge, student interest in completing school, life management skills, problem solving skills, awareness of self-employment as a career pathway, etc.) by administering a survey or using other measurement tools? please describe the tool you will use and summarize what you plan to find.

Please include any comments, suggestions or additional information that you would like to add about your experiences with YEP.

**GRANT SUB-AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
*Saddleback Community College***

This Grant Sub-Agreement (hereinafter “**Agreement**”) is entered into between Rancho Santiago Community College District (hereinafter “**RSCCD**”) and the *Saddleback Community College* (hereinafter “**SUBCONTRACTOR**”).

WHEREAS, **RSCCD** was awarded “Youth Entrepreneurship Program” grants, #10-172-045 and #10-172-051 (hereinafter “**Grants**”), from the California Community Colleges Chancellor’s Office, Economic and Workforce Development Division, for preparation and implementation of creative entrepreneurial education projects whose target audience is youth and young adults who are enrolled in feeder high schools and/or affiliated community colleges, with special emphasis on rural or minority populations.

WHEREAS, **SUBCONTRACTOR** has agreed to participate in the purpose of this Grant, and

WHEREAS, **RSCCD** has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees,

NOW, THEREFORE the **RSCCD** and **SUBCONTRACTOR** do covenant and agree as follows:

ARTICLE I

1. Statement of Work

SUBCONTRACTOR will implement the Youth Entrepreneurship Program as described in the attached Statement of Work, Exhibit A.

2. Period of Performance

The period of performance for this Agreement shall be from July 1, 2011 through December 31, 2011.

3. Total Cost

The total cost to RSCCD for performance of this Agreement shall not exceed \$10,000.

4. Payment

The total cost of the project will be paid to **SUBCONTRACTOR**, upon **RSCCD**’s receipt of a detailed invoice with appropriate back-up documentation, as required by **RSCCD**. Payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes described in the Statement of Work, Exhibit A. Submit invoice(s) to the following address:

Rancho Santiago Community College District
ATTN: Accounting
2323 North Broadway, 4th Floor
Santa Ana, CA 92706

5. Reporting

SUBCONTRACTOR is required to submit a Final Report to the Project Director via email by or on January 15, 2012. See Exhibit B for a description of the final report content.

6. Expenditure of Grant Funds

SUBCONTRACTOR agrees to comply with all Grant requirements and that it is solely responsible for the appropriate expenditure of all Grant funds received and for any misappropriation or dis-allowment of Grant funds.

7. Record Keeping

SUBCONTRACTOR agrees to maintain project records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated.

8. Audit

SUBCONTRACTOR agrees that **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. **SUBCONTRACTOR** agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, **SUBCONTRACTOR** agrees to include a similar right of **RSCCD**, the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this agreement.

9. Mutual Indemnification

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

10. Notices

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

RSCCD: Maricela Sandoval - YEP
Rancho Santiago Community College District
2323 North Broadway, Ste. 201
Santa Ana, CA 92706-1640
(714) 564-5533 sandoval_maricela@rsccd.edu

SUBCONTRACTOR: Saddleback Community College
Rebecca Knapp
28000 Marguerite Parkway
BGS 226, Office 203
Mission Viejo, CA 92692
rknapp@saddleback.edu
(949) 582-4613

ARTICLE II

1. Legal Terms and Conditions

Both **RSCCD** and **SUBCONTRACTOR** will implement the project according to all conditions defined in the Grant Agreement, RFA Specifications and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 10/10 and II, Rev. 4/08), as set forth in the RFA Instructions and incorporated into this Agreement by reference. Final payment is contingent upon successful completion (or very significant progress towards completion) of activities and outcomes. As the Grant is subject to any additional restrictions, limitations, or conditions enacted in the State Budget and/or Executive Orders that may affect the provisions, terms, or funding of this Agreement in any manner, RSCCD may modify this Agreement through an amendment, as needed.

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

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

SUBCONTRACTOR: SADDLEBACK
COMMUNITY COLLEGE

By: _____

By: _____

Name: Peter J. Hardash
Vice Chancellor

Name: _____

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____



Saddleback College will build and deliver a Youth Entrepreneurship Program to engage 50 participants between the ages of 14 and 27 in entrepreneurship education activities. Efforts will include the following:

- A) Partnership Development
 - a. Engage local business partners and stakeholders for participation with YEP Saddleback activities as coaches and business plan competition judges
 - i. Recruit 3-5 coaches to help participants develop and present plans
 - ii. Recruit additional 3-5 judges for competition
 - b. Outreach to at least 2 other academic divisions on Saddleback campus to promote entrepreneurship activities

- B) Program Activities
 - a. Entrepreneurship Speaker's Series
 - i. Host two live guest speakers at Saddleback College
 - ii. Host three Virtual Speaker Series events
 - b. Entrepreneurship Club
 - i. Inform students of Saddleback's need for a student-led entrepreneurship club via classroom announcements, emails, and networking events.
 - ii. Obtain information from Student Services about steps and calendars for students to form club and share with 25 students.
 - iii. Provide interested students opportunities to meet and discuss.
 - iv. Mentor and guide students to establish an entrepreneurship club on campus
 - v. Research and organize for at least one club off-campus activity
 - c. Business Plan Competition
 - i. Deliver 7-10 activity sessions to development of participant business ideas and business planning
 - ii. Host a business plan competition where YEP Saddleback participants will showcase their business plans in a presentation before a judges' panel.
 - d. Networking Activities
 - i. Host at least one networking event with a guest speaker, inviting three or more classes of different disciplines together for networking

- C) Products
 - a. Create and submit curriculum outlines and resources used for business plan competition planning

- D) Reporting
 - a. Submit monthly updates per monthly reporting template (provided), along with pertinent photos of activities and participants by the 5th day of the following month
 - b. Submit final report per final report template (provided) by April 30, 2012 electronically and mail original sign-in sheets for activities conducted to YEP headquarters at RSCCD.
 - c. Submit curriculum outlines and resources used for seminar sessions with final report along with any other photos not previously submitted

Exhibit A

E) Branding

- a. Display YEP logo on brochures, handouts, posters, and other marketing materials together with either
 - i. the text: *An Economic and Workforce Development Program of the CA Community Colleges Chancellor's Office*
 - ii. EWD and CCCCCO logos (provided)

F) Staffing and Coordination with RSCCD YEP Headquarters

- a. Assign a faculty/staff member to coordinate YEP efforts at Saddleback and report to YEP Headquarters (RSCCD).

G) Timeline

- a. Activities will be conducted from October through December 2011



Final Report

Activities

1. Please list and describe (i.e., purpose, content) the YEP activities that have been completed since you received funding.
2. What other student learning tools were used in the YEP?
(ie. Job shadowing, internship, tours of businesses, simulations, operating student-run businesses, etc.) List each tool used and the number of students participating in each.
3. What were the best success stories for the project?
 - a. Program Success Story: Briefly write a program success story. In your descriptions please include accomplishments and how they were achieved
 - b. Student Success Story: Briefly write a student success story. In your descriptions please include accomplishments and how they were achieved
4. Please list and describe best practices and recommendations for resources used to implement YEP
5. What challenges did you face and lessons did you learn while implementing YEP?
6. Describe how you incorporated the following curriculum elements into your YEP activities.
 - a. Creating opportunities for participation in real-world business situations
 - b. Articulating high school courses and credits with the Community College program

Participants

1. How many total participants took part in your program?
2. How many participants completed at least 75% of your YEP activities?
3. What products were produced by participants through your YEP activities? (i.e., Business plans, websites, marketing projects, actual products, etc.) List the name of each product and the number produced
4. Please list and describe all awards and associated accomplishments given to YEP students
5. If you assessed any student outcomes (i.e., business management knowledge, student interest in completing school, life management skills, problem solving skills, awareness of self-employment as a career pathway, etc.) by administering a survey or using other measurement tools, please describe the tool used and summarize your major findings.

Articulations and Partnerships

1. Did your YEP introduce any course articulations? If so, describe the course and the articulation partners.
2. Please list the partner organizations utilized in operating your YEP:

Please include any comments, suggestions or additional information that you would like to add about your experiences with YEP

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
EDUCATIONAL SERVICES**

To: Board of Trustees	Date: December 5, 2011
Re: Adoption of New and Revised Board Policies	
Action: Request for Approval	

BACKGROUND

The Board Policy Committee is recommending the adoption of five new policies, revisions to nine policies and the elimination of one policy, which were presented for first reading at the November 14, 2011 board meeting.

ANALYSIS

The policies reviewed and the subsequent recommendations are:

BP1340 (new) - Campus Security and Access
 BP1370 (new) - Service Animals
 BP3212 (revise) - Alcoholic Beverages
 BP3228 (eliminate) - RSC Foundation Advertising Agent
 BP3405 (revise) - Disposal of Property
 BP3520 (revise) - Local Law Enforcement
 BP3540 (revise) - Sexual and Other Assaults on Campus
 BP5006 (revise) - Residence Determination
 BP5007 (revise) - Non-Resident Tuition
 BP5012 (new) - Prevention of Identity Theft in Student Financial Transactions
 BP5130 (new) - Financial Aid
 BP5410 (new) - Off-Campus Student Organizations
 BP7400 (revise) - Emergency Response Plan
 BP9003 (revise) – Membership
 BP9004 (revise) – Trustee Areas

RECOMMENDATION

It is recommended that the Board adopt these policies.

Fiscal Impact: None	Board Date: December 5, 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	

Campus Security and Access - BP 1340

Adopted: December 5, 2011

The Chancellor shall establish procedures for security and access to District facilities.

Reference:

34 Code of Federal Regulations Part 668.46(b)(3)

Service Animals - BP 1370

Adopted: December 5, 2011

In order to prevent discrimination on the basis of disability, the District will allow an individual with a disability to use a trained service dog or miniature horse in District facilities and on District campuses in compliance with state and federal law.

References:

The Americans with Disabilities Act of 1990 -- 42 United States Code Sections 12101 et seq.;
28 Code of Federal Regulations Part 35;
28 Code of Federal Regulations Part 36;
34 Code of Federal Regulations Part 104.44(b)

Alcoholic Beverages - BP3212

Revised: December 5, 2011

The Chancellor is authorized to enact procedures as appropriate and permitted by law regarding serving alcoholic beverages on campus or at fund-raising events held to benefit non-profit corporations. Alcoholic beverages shall not be served on campus except in accordance with these procedures.

The chancellor and vice chancellor of Business Operations and Fiscal Services, are authorized to sign on behalf of the Rancho Santiago Community College District all reports, applications, and other papers in connection with the use of tax-free alcohol in the district. The vice chancellor's designee is authorized to sign withdrawal and inventory forms in relationship to the use of tax-free alcohol. The tax-free alcohol is strictly for instructional purposes and not for consumption.

Legal Reference:

U.S. Department of the Treasury

Bureau of Alcohol, Tobacco and Firearms

Business and Professions Code Section 25608

34 Code of Federal Regulations Part 668.46(b)

~~RSC Foundation Advertising Agent - BP3228~~

~~Adopted 03/27/97~~

~~The Governing Board directs the Rancho Santiago College Foundation to serve as an agent of the District to seek, negotiate, direct and manage advertising contracts for the District.~~

~~Contracts shall be reviewed through district counsel and may represent advertising in a variety of district publications, electronic communications, and media venues.~~

~~Income generated through these advertising efforts shall be held in the Foundation accounts for support of district operations and program needs.~~

Disposal of Property - BP3405

Revised: December 5, 2011

The Board of Trustees authorizes the Vice Chancellor of Business and Fiscal Services or designee to sell, donate, or dispose of obsolete equipment and material in accordance with state laws. Any item valued under \$5,000, prior to it being declared surplus, will be offered first as a donation to public schools and qualified non-profit charitable organizations preferably located within the Rancho Santiago Community College District service area. All sales of surplus personal property shall be reported to the Board on a periodic basis. This policy shall not be construed as authorizing any representative of the District to dispose of surplus real property at any time.

Legal Reference:

Education Code 60500, 60510, 60521, 7092 (b) (6) and 81450 - 81455

Local Law Enforcement – BP3520

Revised: December 5, 2011

Rancho Santiago Community College District, on behalf of each campus or center, shall enter into a written agreement with local law enforcement agencies. The agreement shall clarify operational responsibilities for investigations of Part I violent crimes, defined by law as willful homicide, forcible rape, robbery, and aggravated assault, occurring at each location.

The written agreement shall designate which law enforcement agency shall have operational responsibility for violent crimes and delineate the specific geographical boundaries of each agency's operational responsibility, including maps as necessary.

The written agreements required by this policy shall be public records and shall be made available for inspection by members of the public upon request.

The Rancho Santiago Community College District and each campus or center encourages accurate and prompt reporting of all crimes to the campus police and/or the appropriate police agencies. The Chancellor shall establish procedures that encourage pastoral counselors and professional counselors, if and when they deem it appropriate, to inform the persons they are counseling of any procedures to report crimes on a voluntary, confidential basis for inclusion in the annual disclosure of crime statistics.

See administrative regulation AR3520.

Legal Reference:

Education Code Section 67381;

34 Code of Federal Regulations Section 668.46(b)(4)

Sexual and Other Assaults on Campus– BP3540

Revised: December 5, 2011

Any sexual assault or physical abuse, including, but not limited to, rape, as defined by California law, whether committed by an employee, student, or member of the public, that occurs on district property, is a violation of district policies and procedures, and is subject to all applicable punishment, including criminal procedures and employee or student discipline procedures. Students, faculty, and staff who may be victims of sexual and other assaults shall be treated with dignity and provided comprehensive assistance.

The Chancellor shall establish administrative procedures that ensure that students, faculty, and staff who are victims of sexual and other assaults receive appropriate information and treatment and that educational information about preventing sexual violence is provided and publicized as required by law.

The procedures shall meet the criteria contained in EC 67385, 67385.7 and 34 C.F.R. § 668.46.

See Administrative Regulation AR3540.

Legal Reference:

Education Code Section 67832, 67385;
20 U.S.C § 1092(f)
34 C.F.R. § 668.46(b)(11)

Residence Determination - BP5006

Revised: December 5, 2011

Students shall be classified at the time of each application for admission or registration as a resident or non-resident student.

A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. The residence determination date shall be the day immediately preceding the first day of a semester or summer session for which the student applies to attend.

Residency classification shall be made for each student at the time application for admission is accepted or registration occurs, and whenever a student has not been in attendance for more than one semester. A student previously classified as a non-resident may be reclassified as of the residency determination date.

The Chancellor shall enact procedures to assure that residence determinations are made in accordance with Education Code and Title 5 Regulations.

For additional information, reference Administrative Regulations, AR5006

Legal Reference:

Title 5, Section 54000 et. seq.

Education Code 68040 and 76140

Non-Resident Tuition - BP5007

Revised: December 5, 2011

Nonresident students shall be charged nonresident tuition for all units enrolled.

Not later than February 1 of each year, the Chancellor shall bring to the Board for approval an action to establish nonresident tuition for the following fiscal year. The fee shall be calculated in accordance with guidelines contained in applicable state regulations and/or the California Community College Attendance Accounting Manual.

The Chancellor shall establish procedures regarding collection, waiver, and refunds of nonresident tuition.

The Chancellor is authorized to implement a fee to be charged only to persons who are both citizens and residents of foreign countries. The Board finds and declares that this fee does not exceed the amount expended by the district for capital outlay in the preceding year divided by the total FTES in the preceding fiscal year.

Students who would otherwise be charged this fee shall be exempt if they demonstrate that they are a victim of persecution or discrimination in the country of which they are a citizen and resident, or if they demonstrate economic hardship.

Students shall be deemed victims of persecution or discrimination if they present evidence that they are citizens and residents of a foreign country and that they have been admitted to the United States under federal regulations permitting such persons to remain in the United States. Students shall be deemed to have demonstrated economic hardship if they present evidence that they are citizens and residents of a foreign country and that they are receiving Temporary Assistance for Needy Families Program, Supplemental Income/State Supplementary benefits, or general assistance.

Legal Reference:

Education Code Sections 68050, 68051, 68130, 68130.5, 76141

Title 5 Section 54045.5

See Administrative Regulation AR5007

Prevention of Identity Theft in Student Financial Transactions - BP 5012

Adopted: December 5, 2011

The District is required to provide for the identification, detection, and response to patterns, practices, or specific activities (“Red Flags”) that could indicate identity theft of students when the District serves as a creditor in relation to its students. When applicable, the Chancellor is directed to develop procedures to implement an Identity Theft Prevention Program (ITPP) to control reasonably foreseeable risks to students from identity theft.

Legal Reference:

15 U.S. Code Section 1681m(e), Fair and Accurate Credit Transactions Act (FACT Act or FACTA)

Financial Aid - BP 5130

Adopted: December 5, 2011

A program of financial aid to students will be provided, which may include, but is not limited to, scholarships, grants, loans, and work and employment programs.

All financial aid programs will adhere to guidelines, procedures and standards issued by the funding agency, and will incorporate federal, state, and other applicable regulatory requirements.

The Chancellor shall establish, publicize, and apply satisfactory academic progress standards for participants in Title IV student aid programs.

Misrepresentation

Consistent with the applicable federal regulations for federal financial aid, the District shall not engage in "substantial misrepresentation" of 1) the nature of its educational program, 2) the nature of its financial charges, or 3) the employability of its graduates.

The Chancellor shall establish procedures for regularly reviewing the District's website and other informational materials for accuracy and completeness and for training District employees and vendors providing covered services concerning the District's educational programs, financial charges, and employment of graduates to assure compliance with this policy.

The Chancellor shall establish procedures wherein the District shall periodically monitor employees' and vendors' communications with prospective students and members of the public and take corrective action where needed.

This policy does not create a private cause of action against the District or any of its representatives or service providers. The District and its governing board do not waive any defenses or governmental immunities by enacting this policy.

Legal References:

Education Code Section 76300;

20 U.S. Code Sections 1070 et seq.;

34 Code of Federal Regulations Section 668;

U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.

Off-Campus Student Organizations - BP5410

Adopted: December 5, 2011

The District shall work with local law enforcement agencies to monitor and assess criminal activity in which students engage at off-campus locations of student organizations officially recognized by the District.

Reference:

34 Code of Federal Regulations Section 668.46(b)(7)

Emergency Response Plan – BP7400

Revised: December 5, 2011

The District shall have emergency response and evacuation procedures for notifying the campus community in the event of a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurring on the campus.

All employees of the district are responsible for the safety of students while on district property and at district functions during times of emergency.

The Chancellor shall establish procedures that ensure that the District implements a plan to be activated in the event of an emergency or the occurrence of a natural disaster or hazardous condition. This plan must comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS) and should incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs. The plan must incorporate NIMS and SEMS to facilitate the coordination between and among agencies in the event of an emergency or natural disaster.

Compliance with NIMS and SEMS mandates include but are not limited to:

- Establishing disaster preparedness procedures or a plan; and
- Completion of training sessions by college personnel in compliance with NIMS and SEMS guidelines
- Training requirements vary based on job titles or assigned roles within the emergency plan.

College personnel must be informed that as public employees, they are also disaster service workers during national, state, and local emergencies. The District must ensure that its employees are in compliance with the disaster service worker oath requirements.

The Chancellor should ensure that a team is created to carry out compliance with NIMS and SEMS mandates. The responses to emergencies or natural disasters are organized by SEMS into five categories: field response, local government, operational areas, regions, and state.

The plan should contain information regarding activation and chain of command responsibilities. Compliance with NIMS mandates requires planning and incorporation for all phases of emergency management including mitigation and prevention, preparedness, response and recovery. The District must ensure that its plan is updated regularly. Colleges must comply with NIMS and SEMS to receive federal or state funding.

Legal Reference:

Education Code Sections 32280 et seq. and 71095;
Government Code Sections 3100 and 8607(a);
Homeland Security Act of 2002;
National Fire Protection Association 1600;
Homeland Security Presidential Directive-5;
Executive Order S-2-05;
19California Code of Regulations Sections 2400-2450;
34 Code of Federal Regulations 668.46(g)

Membership - BP9003

Revised: December 5, 2011

The Board of Trustees of the Rancho Santiago Community College District shall consist of seven members who shall each serve four-year terms. Trustees will reside in certain specified trustee areas, but be elected at large by the voters. Three trustees shall represent Area 1, one trustee Area 2, and three trustees Area 3 (see Board Policy 9004 for a description of trustee area boundaries).

It is the intent of the Board that beginning with the November 2012 election, each trustee will reside in one of seven specified trustee areas, and be elected by the voters residing in that area.

The Board of Trustees may change the methodology utilized for electing Board members in any manner consistent with law.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board.

An employee of the district may not be sworn into office as an elected or appointed member of the governing board unless he or she resigns as an employee.

No member of the governing board shall, during the term for which he or she is elected, hold an incompatible office.

Reference:

Education Code Sections 5000 et seq., 72023, 72103, 72104

Trustee Areas - BP9004

Revised: December 5, 2011

TRUSTEE AREA ONE - THREE BOARD MEMBERS

Essentially this area includes the largest and western portion of Santa Ana, extending westerly to Euclid Street in Fountain Valley, and generally bounded by Westminster Avenue/17th Street to the north, Halladay to the east, and Sunflower Avenue on the South.

TRUSTEE AREA TWO - ONE BOARD MEMBER

Essentially this area includes the eastern portion of Santa Ana, and takes in small northerly sections of Irvine, Costa Mesa and Newport Beach in the John Wayne Airport area, extending past Jamboree Road to the southeast and south to the San Joaquin (73) Freeway, and is generally bounded to the north by LaVeta Avenue in Orange, Halladay Street and Rousselle Street to the west (north of Warner Avenue), south Bristol Street to the west (south of Warner Avenue), and Lyon Street to the east.

TRUSTEE AREA THREE - THREE BOARD MEMBERS

Essentially this area includes the northern portion of the Rancho Santiago Community College District, Orange, Villa Park, and Anaheim Hills, extending southerly to LaVeta Avenue in Orange and Westminster Avenue in Garden Grove, and westerly to Euclid Street. The eastern area extends along Santiago Canyon Road southerly to the Modjeska Canyon area, easterly to the county line, and to the Santa Ana River which forms the northern district boundary. ([Click here to view map](#))

It is the intent of the Board that the current configuration of three trustee areas will be replaced by a seven trustee area configuration prior to the November 2012 election.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES**

Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meetings

Resolution No. 11-51

Whereas, California Education Code Section 72024(5d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes find that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board,” and

Whereas, on November 14, 2011, the Board of Trustees of the Rancho Santiago Community College District held a regular board meeting; and

Whereas, Trustee Brian Conley was not present at the board meeting; and

Whereas, the board has determined that Trustee Conley’s absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED that Trustee Conley shall be paid at the regular rate of compensation for the board meeting on November 14, 2011.

Dated this 5th day of December 2011.

Ayes:
Noes:
Absent:
Abstain:

Raúl Rodríguez, Ph.D.
Secretary to the Board of Trustees

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Board of Trustees)

To:	Board of Trustees	Date: December 5, 2011
Re:	Review RSCCD Students' Positions on Student Success Task Force Recommendations	
Action:	Information	

BACKGROUND

In early October Student Trustee Andrew Hanson began sharing the Student Success Task Force (SSTF) recommendations with student leaders at SAC and SCC. The students have reviewed each recommendation and discussed them with their respective constituencies. Mr. Hanson met with SAC and SCC Associated Student Government (ASG) presidents and student leaders to discuss and take a position on behalf of the student body at RSCCD. It is nearly impossible to precisely represent each student in RSCCD's diverse student body, but Mr. Hanson's opinion is that the recommendations were discussed in an objective manner, taking into consideration the various perspectives present in RSCCD's student body.

ANALYSIS

The attached chart represents the results of the RSCCD students' discussions. A "no position" is indicated when there was a division between the students at the two campuses or not enough information to make an educated decision.

Some of the recommendations were partially supported, but since the students did not have authority to amend them, they were opposed in their entirety.

RECOMMENDATION

Student Trustee Hanson recommends the board review and receive the RSCCD students' positions on the Student Success Task Force recommendations.

Fiscal Impact: None	Board Date: December 5, 2011
Prepared by: Anita Lucarelli, Executive Assistant to the Chancellor	
Submitted by: Andrew Hanson, Student Trustee	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Recommendation	SAC	SCC	District Student Body's Positions to the Board of Trustees
1.1	Y	Y	Y
2.1	-	-	-
2.2	Y	Y	Y
2.3	Y	Y	Y
2.4	Y	Y	Y
2.5	N	N	N
3.1	N	Y	-
3.2	N	Y	-
3.3	Y	Y	Y
3.4	Y	Y	Y
4.1	N	N	N
5.1	Y	Y	Y
5.2	-	-	-
6.1	-	-	-
6.2	-	-	-
7.1	-	-	-
7.2	N	N	N
7.3	N	N	N
7.4	N	N	N
8.1	-	-	-
8.2	N	N	N
8.3	Y	Y	Y

Key
Y: In favor of
N: Oppose
(-) : No position taken

Nov-11

California Community Colleges Chancellor's Office
Student Success Task Force: **Draft Recommendations**
December 1, 2011

Chapter 1
Increase College and Career Readiness

1.1 Collaborate with K-12 to jointly develop common core standards for college and career readiness

Chapter 2
Strengthen Support for Entering Students

2.1 Develop and implement common centralized diagnostic assessments

2.2 Require students to participate in diagnostic assessment, orientation and the development of an educational plan

2.3 Develop and use technology applications to better guide students in educational process

2.4 Require students showing a lack of college readiness to participate in support resources

2.5 Require students to declare a program of study early in their academic careers

Chapter 3
Incentivize Successful Student Behaviors

3.1 Adopt system-wide enrollment priorities reflecting core mission of community colleges

3.2 Require students receiving Board of Governors fee waivers to meet various conditions and requirements

3.3 Provide students the opportunity to consider attending full time

3.4 Require students to begin addressing Basic Skills deficiencies in their first year

Chapter 4
Align Course Offering to Meet Student Needs

4.1 Focus course offerings and schedules on needs of students

Chapter 5
Improve the Education of Basic Skills Students

5.1 Support the development of alternatives to traditional basic skills Curriculum

5.2 Develop a comprehensive strategy for addressing basic skill education in California

Chapter 6
Revitalize and Re-Envision Professional Development

- 6.1 Create a continuum of mandatory professional development opportunities
- 6.2 Direct professional development resources toward improving basic skills instruction and support services

Chapter 7
Enable Efficient Statewide Leadership & Increase Coordination Among Colleges

- 7.1 Develop and support a strong community college system office
- 7.2 Set local student success goals consistent with statewide goals
- 7.3 Implement a student success scorecard
- 7.4 Develop and support a longitudinal student record system

Chapter 8
Align Resources with Student Success Recommendations

- 8.1 Encourage categorical program streamlining and cooperation
- 8.2 Invest in the new Student Support Initiative
- 8.3 Encourage innovation and flexibility in the delivery of basic skills instruction