

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, October 22, 2012
Santiago Canyon College
8045 E. Chapman Ave., Room SC-105
Orange, CA 92869

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.

District Mission

The mission of the Rancho Santiago Community College District and its colleges is to provide quality educational programs and services that address the needs of our diverse students and communities.

The mission of Santa Ana College is to be a leader and partner in meeting the intellectual, cultural, technological, and workforce development needs of our diverse community. Santa Ana College provides access and equity in a dynamic learning environment that prepares students for transfer, careers and lifelong intellectual pursuit in a global community.

Santiago Canyon College is an innovative learning community dedicated to intellectual and personal growth. Our purpose is to foster student success and to help students achieve these core outcomes: to learn, act, communicate and think critically. We are committed to maintaining standards of excellence and providing an accessible, a transferable, and an engaging education to a diverse community.

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 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

At this time, members of the public have the opportunity to address the board of trustees on any item within the subject matter jurisdiction of the board. Members of the community and employees wishing to address the board of trustees are asked to complete a "Public Comment" form and submit it to the board's executive assistant 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. If a translator for the speaker is needed, 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 so appropriate accommodations may be made.

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.

1.5 Approval of Minutes – Regular meeting of October 8, 2012 Action

1.6 Approval of Consent Calendar Action

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

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

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

2.2 Reports from College Presidents

- Enrollment
- Facilities
- College activities
- Upcoming events

2.3 Report from Student Trustee

2.4 Reports from Student Presidents

- Student activities

2.5 Reports from Academic Senate Presidents

- Senate meetings

RECESS TO CLOSED SESSION

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

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

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

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
 - d. Professional Experts
 - e. Administrator Appointments
 - (1) Vice President
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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

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

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

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

Action

- Approval of Appointments
- Approval of Adjusted End Dates for Leave Of Absence
- Approval of Leaves of Absence
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record

3.2 Classified Personnel

Action

- Approval of New Classifications
- Approval of Temporary to Contract Assignments
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly On Going Assignments
- Approval of Leaves of Absence
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Changes in Temporary Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Volunteers
- Approval of Student Assistant Lists

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

Action

The administration recommends approval of the agreement with the California School Employees Association, Chapter 579 for the period of July 1, 2012, through June 30, 2013.

4.0 INSTRUCTION

- *4.1 Approval of New OTA Agreement – Buena Park School District Action
The administration recommends approval of the agreement with Buena Park School District in Buena Park, California.
- *4.2 Approval of Distance Education Agreement Renewal Amendment - City of Santa Ana Action
The administration recommends approval of the Inmate Education Program Affiliation Agreement Amendment with the City of Santa Ana.
- 4.3 Santa Ana College (SAC) Status Report on Student Learning Outcomes Implementation Information
The SAC status report is provided to the board as information.
- 4.4 Santiago Canyon College (SCC) Status Report on Student Learning Outcomes Implementation Information
The SCC status report is provided to the board as information.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers during the month of September 2012.
- *5.3 Acceptance of 2011-2012 Citizens' Bond Oversight Committee Annual Report Action
The administration recommends acceptance of the Citizens' Bond Oversight Committee Annual Report to the community for 2011-2012 as presented.
- *5.4 Approval of Contract with SchoolsFirst Federal Credit Union to Provide ATM Services throughout the District Action
The administration recommends approval of the contract with SchoolsFirst Federal Credit Union to provide ATM services as presented.
- *5.5 Approval of Change Order #1 for Bid #1194 – Santa Ana College Portable Building Certification Action
The administration recommends approval of change order #1 for Bid #1194 for De La Torre Commercial Interiors, Inc., for SAC portable building certification as presented.

- *5.6 Award of Contract for Construction Management Services for Various Projects at Santa Ana College Action
The administration recommends authorization be given to the Vice Chancellor, Business Operations/Fiscal Services to enter into an agreement with Bernards as presented.
- *5.7 Adoption of Resolution No. 12-57 – Landscaping for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-57 for Tropical Plaza Nursery, Inc., for Bid #1134 for landscaping for the Humanities building at SCC as presented.
- *5.8 Adoption of Resolution No. 12-58 – Earthwork for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-58 for Southern California Grading for Bid #1151 for earthwork for the Humanities building at SCC as presented.
- *5.9 Adoption of Resolution No. 12-59 – Masonry for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-59 for Industrial Masonry, Inc., for Bid #1137 for masonry for the Athletic/Aquatic complex at SCC as presented.
- *5.10 Adoption of Resolution No. 12-60 – Concrete for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-60 for Guy Yocom Construction, Inc., for Bid #1136 for concrete for the Athletic/Aquatic complex at SCC as presented.
- *5.11 Adoption of Resolution No. 12-61 – Landscaping for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 12-61 for Tropical Plaza Nursery, Inc., for Bid #1134 for landscaping for the Athletic/Aquatic complex at SCC as presented.
- *5.12 Approval of Change Order #7 for Bid #1141 – HVAC for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #7 for Bid #1141 for West Tech Mechanical for HVAC for the Humanities building at SCC as presented.

* Item is included on the Consent Calendar, Item 1.6.

- *5.13 Approval of Change Order #4 for Bid #1143 – Glass/Glazing for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #4 for Bid #1143 for Glazcon Productions for glass/glazing for the Humanities building at SCC as presented.
- *5.14 Approval of Change Order #6 for Bid #1144 – Roofing for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #6 for Bid #1144 for Troyer Contracting Company for roofing on the Humanities building at SCC as presented.
- *5.15 Approval of Change Order #5 for Bid #1146 – Framing and Elevators for Athletic/Aquatic Complex at Santiago Canyon College Action
The administration recommends approval of change order #5 for Bid #1146 for Inland Building Construction for framing and elevators for the Athletic/Aquatic complex at SCC as presented.
- *5.16 Approval of Change Order #8 for Bid #1146 – Framing and Elevators for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #8 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented.
- *5.17 Approval of Change Order #9 for Bid #1147 – Interiors for Humanities Building at Santiago Canyon College Action
The administration recommends approval of change order #9 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented.
- *5.18 Adoption of Resolution No. 12-56 – Implementing Prequalification of Construction Contractors for District’s List of Qualified Bidders for Informal Bidding Procedure Action
The administration recommends adoption of Resolution No. 12-56 implementing prequalification of construction contractors for the district’s list of qualified bidders for the informal bidding procedure as presented.
- *5.19 Approval of Purchase Orders Action
The administration recommends approval of the purchase order listing for the period September 10, 2012, through October 6, 2012.

* Item is included on the Consent Calendar, Item 1.6.

6.0 GENERAL

- *6.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- Board Financial Assistance Program (BFAP) (SCC) \$281,146
 - CalGRIP (SAC) - *Adjustment* -\$ 15,000
 - CalGRIP (SCC) – *Augmentation* \$ 15,000
 - California Early Childhood Mentor Program (SAC/SCC) \$ 1,900
 - Child Development Training Consortium (SAC/SCC) \$ 10,000
 - College Assistance Migrant Program (CAMP) – Year 1 \$ 739
(SCC) - *Augmentation*
 - Cooperative Agencies Resources for Education (CARE) (SAC) \$ 60,043
 - Extended Opportunity Programs & Services (EOPS) (SAC) \$992,848
 - Lumina Foundation – Latino Student Success Initiative (SAC) \$258,073
 - Youth Empowerment Strategies for Success – Independent \$ 22,500
Living Program (YESS – ILP) (SAC)
- *6.2 Approval of First Amendment to Sub-award Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation and NOCCCD – Fullerton College for ENGAGE to STEM Project – Year 1 No Cost Extension Action
The administration recommends approval of the amendments and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign the amendments on behalf of the district.
- *6.3 Approval of First Amendment to Sub-award Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation and NOCCCD – Fullerton College for ENGAGE to STEM Project – Year 2 Action
The administration recommends approval of the sub-agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services or his designee to sign the amendments on behalf of the district.
- *6.4 Adoption of Resolution No. 12-62 – California Department of Education (CRPM-2046) Action
The administration recommends adoption of the resolution with the California Department of Education and authorization be given to the chancellor or his designee to sign the contract on behalf of the district.

6.5 Approval of Extension of Self-Evaluation Timeline Action
The administration recommends approval of the revised timeline for the board's self-evaluation process.

6.6 Reports from Board Committees Information
• Board Facilities Committee

6.7 Board Member Comments Information

7.0 ADJOURNMENT - The next regular meeting of the Board of Trustees will be held on November 13, 2012, at Santa Ana College, 1530 W. 17th Street, Room U-102, Santa Ana, California.

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

Board of Trustees (Regular meeting)

Monday, October 8, 2012

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:30 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Arianna Barrios, Dr. David Chapel, Mr. John Hanna, and Mr. Ryan Ahari. Mr. Larry Labrado and Mr. Mark McLoughlin arrived at the time noted.

Administrators present during the regular meeting were Mr. John Didion, Mr. Peter Hardash, Dr. Erlinda Martinez, Dr. Raúl Rodríguez, and Mr. Juan Vázquez. Ms. 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. Yarbrough, President, RSCCD Board of Trustees.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Ms. Barrios, seconded by Mr. Ahari, and carried unanimously to approve an addendum for Item 3.2 (Classified Personnel).

1.4 Public Comment

Mr. Venancio Chavez addressed the board in Spanish regarding Measure Q for Santa Ana College (SAC).

Mr. Labrado arrived at this time.

1.5 Approval of Minutes

It was moved by Ms. Barrios, seconded by Mr. Ahari, and carried unanimously to approve the minutes of the regular meeting held September 24, 2012.

1.6 Approval of Consent Calendar

It was moved by Mr. Labrado, seconded by Mr. Ahari, and carried unanimously to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 5.3 (Appointment to Measure E Citizens' Bond Oversight Committee), Item 6.3 (Resolution No. 12-52 authorizing payment to Trustee Absent from Board Meetings), and Item 6.4 (Resolution No. 12-54 authorizing payment to Trustee Absent from Board Meetings) removed from the Consent Calendar by Mr. Hanna:

4.1 Approval of Renewal of Nursing Agreement – Children's Hospital of Orange County – With Instructor

The board approved the clinical affiliation agreement renewal with Children's Hospital of Orange County.

4.2 Approval of Renewal of Nursing, Pharmacy Technician, Occupational Therapy Assistant, and Speech Therapy Agreement – Children's Hospital of Orange County – Without Instructor

The board approved the clinical affiliation agreement renewal with Children's Hospital of Orange County.

4.3 Approval of New Pharmacy Technology Agreement – Midwestern University

The board approved the contract with Midwestern University in Downers Grove, Illinois.

4.4 Approval of New OTA Agreement – West Covina Unified School District

The board approved the agreement with West Covina Unified School District in West Covina, California.

5.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

5.4 Approval of Change Order #2 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College

The board approved change order #2 for Bid #1179 for Los Angeles Engineering Inc., for the soccer field and football facilities at SAC as presented.

5.5 Approval of Change Order #6 for Bid #1179 – Road Alignment/Cul-De-Sac and Parking Lot Expansion at Santa Ana College

The board approved change order #6 for Bid #1179 for Los Angeles Engineering Inc., for road alignment/cul-de-sac and parking lot expansion at SAC as presented.

5.6 Approval of Proposal for Video Surveillance System, Fiber Infrastructure Installation and Maintenance & Operations Building, Soccer and Softball Fields Projects at Santiago Canyon College (SCC)

The board approved the construction management services for Seville Construction Services as presented.

1.6 Approval of Consent Calendar – (cont.)

5.7 Approval of Change Order #3 for Bid #1143 – Glass/Glazing for Humanities Building at Santiago Canyon College

The board approved change order #3 for Bid #1143 for Glazcon Productions for glass/glazing for the Humanities building at SCC as presented.

5.8 Approval of Utilization of Contract with Brocade Communications Systems, Inc., for District-wide Networking Equipment

The board approved utilization of the contract as needed, with Brocade Communication Systems, Inc., pursuant to the State of Utah-State Cooperative Contract Number AR214, awarded by the State of Utah on behalf of the National Association of State Procurement Officials/Western States Contracting Alliance and approved for usage by the State of California pursuant to California Participating Addendum Master Price Agreement 7-09-70-14, for the purchase of Data Communications Equipment and Associated OEM Maintenance and Training and any future renewals, extensions and addendums, as presented.

6.1 Approval of Resource Development Items

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

- ENGAGE in STEM Project – Year 2 (SAC)	\$1,188,463
- GEAR UP 2009 – Year 4 (SAC)	\$ 800,000
- Matriculation – Credit (SAC/District)	\$ 931,142
- Matriculation – Non-Credit (SAC/SCC/District)	\$1,327,254
- Network for a Healthy California (District)	\$ 107,139
- Title V – Developing HSI Program – Year 3 (SCC)	\$ 650,000
- Upward Bound Math-Science Program (SCC)	\$ 250,000
- Upward Bound Veterans Program (SAC)	\$ 250,000
- WIA Title II – Adult Basic Education Programs (SAC/SCC)	\$3,800,353

6.2 Approval of Sub-award Agreements between RSCCD and SAUSD and UCI for GEAR UP 2009 – Year 4

The board approved of the sub-agreements and authorized the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the sub-agreements on behalf of the district.

6.5 Adoption of Revised and Renumbered Board Policies

The board adopted the revisions to the first two sections (1000 and 2000) of the revised and renumbered board policies as presented.

1.7 Recognition of District Classified Staff by Board of Trustees

The board recognized Ms. Carmina Lokos, Senior Payroll Specialist, at Rancho Santiago Community College District, for her professional achievements, dedication, and service to the campus community and the Rancho Santiago Community College District.

It was moved by Mr. Labrado, seconded by Mr. Ahari, and carried unanimously to suspend the rules and consider Item 6.7 (Resolution No. 12-55 in Support of Proposition 30) and Item 5.2 Actuarial Study of Retiree Health Benefits Liabilities) at this time.

6.7 Adoption of Resolution No. 12-55 in Support of Proposition 30 – Schools and Local Public Safety Protection Act

It was moved by Mr. Labrado and seconded by Mr. Ahari to adopt Resolution No. 12-55 in support of Proposition 30 – Schools and Local Public Safety Protection Act. Discussed ensued.

It was moved by Mr. Hanna and seconded by Mr. Ahari to amend the resolution by adding the following (in italics):

WHEREAS, Proposition 38 fails to provide funds for higher education and would not prevent the over \$8 million cuts to RSCCD and cuts to other community colleges, California State Universities, and the Universities of California, and

WHEREAS, if Propositions 30 and 38 both pass and 38 receives more votes than 30, Proposition 38 would become law and Proposition 30 would not take effect.

THEREFORE, the Rancho Santiago Community College Board of Trustees supports Proposition 30 – The School and Local Public Safety Protection Act *and oppose Proposition 38.*

Discussion ensued. The motion carried unanimously to amend Resolution No. 12-55.

After discussion, it was moved by Mr. Labrado and seconded by Ms. Barrios to table this item until Mr. McLoughlin's arrival. Discussion ensued. The motion carried unanimously.

5.2 Acceptance of Actuarial Study of Retiree Health Benefits Liabilities - Total Compensation Systems, Inc.

It was moved by Dr. Chapel and seconded by Mr. Ahari to accept the Actuarial Study of Retiree Health Benefits Liabilities report prepared by Total Compensation Systems, Inc., dated July 17, 2012, as presented. Mr. Geoffrey L. Kischuk, Total Compensation Systems, Inc., gave a presentation on the RSCCD 2012 GASB 45 Valuation. Discussion ensued. Mr. Yarbrough presented his private analysis of future RSCCD unfunded medical liability expenses. The motion carried unanimously to accept the Actuarial Study of Retiree Health Benefits Liabilities reported prepared by Total Compensation Systems, Inc., dated July 17, 2012, as presented.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

It was moved by Mr. Hanna, seconded by Mr. Ahari, and carried unanimously to suspend the rules and hear Item 2.4 at this time.

2.4 Reports from Student Presidents

The following student representatives provided reports to the board on behalf of the Associated Student Government organizations:

Ms. Rachel Bulosan, Student President, Santiago Canyon College
Ms. Edna Tobias, Student President, Santa Ana College

It was moved by Dr. Chapel, seconded by Mr. Labrado, and carried unanimously to suspend the rules and hear Item 2.5 at this time.

Mr. McLoughlin arrived at this time.

2.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board which included a Basic Skills presentation by Dr. Maureen Roe during Ms. Evett's report:

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College
Mr. Raymond Hicks, Academic Senate President, Santa Ana College

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. Ryan Ahari provided a report to the board.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:30 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
 - e. Educational Administrator Appointments
 - (1) Assistant Dean
2. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
3. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

RECONVENE

The board reconvened at 7:08 p.m.

Closed Session Report

Ms. Barrios reported the board discussed the aforementioned items, and no action was taken during closed session.

Public Comment

There were no public comments.

6.7 Adoption of Resolution No. 12-55 in Support of Proposition 30 – Schools and Local Public Safety Protection Act

It was moved by Dr. Chapel, seconded by Mr. Ahari, and carried unanimously to remove Item 5.2 (Resolution No. 12-55 in support of Proposition 30) from being tabled.

Discussion ensued regarding Proposition 30. The motion carried with two nay votes from Ms. Barrios and Mr. Yarbrough to adopt Resolution No. 12-55 in support of Proposition 30 – Schools and Local Public Safety Protection Act. The student trustee advisory vote was aye.

Mr. Yarbrough left the meeting at this time due to a prior commitment.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Employment Agreements
- Approve Changes of Locations
- Approve Leaves of Absence
- Approve Permission to Accept Assignments
- Ratify Resignations/Retirements
- Approve Stipends
- Approve Part-time Hourly Hires/Rehires

3.2 Classified Personnel

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

- Approve Longevity Increments
- Approve Out of Class Assignments
- Approve Return to Regular Assignments
- Approve Changes in Positions
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Correction of Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Volunteers
- Approve Student Assistant Lists

4.0 INSTRUCTION

All items were approved as part of Item 1.6 (Consent Calendar).

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1, and 5.4 through 5.8 were approved as part of Item 1.6 (Consent Calendar). Item 5.2 (Actuarial Study of Retiree Health Benefits Liabilities) was considered after Item 1.7.

5.3 Approval of Appointment to Measure E Citizens' Bond Oversight Committee

It was moved by Ms. Barrios and seconded by Mr. Ahari to approve the appointment of Fernando Antunez as the Santa Ana College student representative to the Citizens' Bond Oversight Committee as presented. Discussion ensued. The motion carried unanimously.

6.0 **GENERAL**

Items 6.1, 6.2, and 6.5 were approved as part of Item 1.6 (Consent Calendar). Item 6.7 (Resolution No. 12-55 in Support of Proposition 30) was considered after Item 1.7, tabled, and considered after the board reconvened from closed session.

6.3 Adoption of Resolution No. 12-52 authorizing payment to Trustee Absent from Board Meetings

It was moved by Dr. Chapel and seconded by Ms. Barrios to adopt Resolution No. 12-52 which authorizes payment to Phillip Yarbrough for his absence from the September 10, 2012, board meeting due to family matters. Discussion ensued. The motion carried unanimously.

6.4 Adoption of Resolution No. 12-54 authorizing payment to Trustee Absent from Board Meetings

It was moved by Ms. Barrios and seconded by Mr. Ahari to adopt Resolution No. 12-54 which authorizes payment to David Chapel for his absence from the September 10, 2012, board meeting due to illness. Discussion ensued. The motion carried with a vote of abstention from Dr. Chapel.

6.6 Adoption of Board of Trustees Annual Self-Evaluation Instrument, List of Designated Recipients, and Self-Evaluation Timeline

It was moved by Mr. Hanna and seconded by Dr. Chapel to adopt the self-evaluation survey instrument, the list of designated individuals who will receive the survey, and the self-evaluation timeline. Mr. Hanna explained the Board Policy Committee recommended using the same self-evaluation instrument to ensure consistency in data comparison from one year to the next. Mr. McLoughlin asked if there were additions or deletions to the list of designated recipients. Mr. Hanna indicated there were no requests to add or delete names from the list. The motion carried unanimously.

6.8 Reports from Board Committees

Mr. Ahari provided a report on the October 4, 2012, Orange County Community College Legislative Task Force meeting.

6.9 Board Member Comments

Since the public speaker presented his comments in Spanish, Dr. Chapel asked that a plan be put into place to assist non-English speakers in the future. Mr. Hanna indicated that any recommendations regarding this matter be forwarded to the Board Policy Committee.

Mr. Hanna encouraged board members to review Item 6.5 (Revised and Renumbered Board Policies) approved at today's meeting since there were numerous board policies revised, including BP 2725 (Board Member Compensation) which includes additional language regarding absences.

7.0 ADJOURNMENT

The next regular meeting and annual self-evaluation of the Board of Trustees will be held on October 22, 2012, at Santiago Canyon College, 8045 E. Chapman Avenue, Orange, California.

There being no further business, Mr. Yarbrough declared this meeting adjourned at 7:30 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: October 22, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

October 22, 2012

MANAGEMENT

Appointment

Collins, Dr. Michael
Vice President
Administrative Services
Santa Ana College

Effective: November 26, 2012
Tentative Salary Placement: A-4 \$144,950.62

FACULTY

Adjusted End Date for Leave of Absence

Bass, Stacey
Associate Professor, Nursing
Science, Mathematics, & Health
Sciences Division
Santa Ana College

Effective: August 20 – October 5, 2012
Reason: Maternity Leave

Leave of Absence

Bass, Stacey
Associate Professor, Nursing
Science, Mathematics, & Health
Sciences Division
Santa Ana College

Effective: October 8 – December 15, 2012
Reason: Family Medical Leave

Stipends

Breig, David
Associate Professor, Exercise Science
Head Coach, Men's Basketball
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: August 20, 2012
Amount: \$2,780.00
Reason: Athletic Event Supervision

Lui, Anson
Assistant Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: October 4, 2012
Amount: \$100.00
Reason: Staff Development
(Title V HSI Project)

FACULTY (CON'TD)

Stipends (cont'd)

Powers, Charlene
Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: October 4, 2012
Amount: \$100.00
Reason: Staff Development
(Title V HSI Project)

Part-time Hourly Hires/Rehires

Dennis, Dawn
Instructor, History
Arts, Humanities & Social Sciences
Division/Library
Santiago Canyon College

Effective: October 23, 2012
Hourly Lecture Rate: III-3 \$57.03

Gonzalez, Juan P.
Counselor
Counseling & Student Support
Services Division
Santiago Canyon College

Effective: October 8, 2012
Hourly Lab Rate: II-3 \$46.17

Hibbard, Jason
Instructor, Fire Technology (equivalency)
Human Services & Technology Division
Santa Ana College

Effective: October 15, 2012
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Norman, Kimberly
Instructor, Mathematics
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Rahbarnia, Shohreh
Instructor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: January 22, 2013
Hourly Lecture/Lab Rates: III-3 \$57.03/\$48.48

Ramirez, Ginna
Instructor, History
Humanities & Social Sciences Division
Santa Ana College

Effective: October 8, 2012
Hourly Lecture Rate: II-3 \$54.32

Rojas, Carlos
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College

Effective: January 22, 2013
Hourly Lecture Rate: II-4 \$57.03

FACULTY (CON'TD)

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

Rustin, Philana
Instructor, French
Humanities & Social Sciences Division
Santa Ana College

Effective: October 8, 2012
Hourly Lecture Rate: III-3 \$57.03

Truong, James Q
Instructor, Vocational/Business Skills
Continuing Education Division (OEC)
Santiago Canyon College

Effective: October 19, 2012
Hourly Lecture Rate: I-2 \$41.02

Non-paid Instructors of Record

Brown, Steve
Instructor, Fire Technology (equivalency)
City of San Bernardino Fire Department
Human Services & Technology Division
Santa Ana College

Effective: October 23, 2012

Coatney, Brandon
Instructor, Fire Technology (equivalency)
City of San Bernardino Fire Department
Human Services & Technology Division
Santa Ana College

Effective: October 23, 2012

Evans, Robert
Instructor, Fire Technology (equivalency)
City of San Bernardino Fire Department
Human Services & Technology Division
Santa Ana College

Effective: October 23, 2012

Horn, Isaac
Instructor, Fire Technology (equivalency)
City of San Bernardino Fire Department
Human Services & Technology Division
Santa Ana College

Effective: October 23, 2012

Novinger, Jeff
Instructor, Fire Technology (equivalency)
City of San Bernardino Fire Department
Human Services & Technology Division
Santa Ana College

Effective: October 23, 2012

FACULTY

Non-paid Instructors of Record (cont'd)

Weaver, Edward
Instructor, Fire Technology (equivalency)
Upland Fire Department
Human Services & Technology Division
Santa Ana College

Effective: October 23, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

OCTOBER 22, 2012

CLASSIFIED

New Classification

Attachment #1

Media Systems Electronic Technician, Lead Grade 15

Temporary to Contract

Thai, Will Effective: October 15, 2012
Administrative Secretary (CL12-0346) Grade 12, Step 1 \$44,297.59
DSPS/ SAC

Ratification of Resignation/Retirement

Wilksen, Terry Effective: December 30, 2012
Executive Secretary/ Admin. Services/ Reason: Retirement
SCC

CLASSIFIED HOURLY

Temporary to Hourly On Going

Jensen, Ashley Effective: October 15, 2012
Learning Facilitator/ Biology/ SCC Up to 19 Hours/Week School Session
Grade 8, Step A \$17.71/Hour

Leave of Absence

Tran, Vien Effective: 12/17/12 – 12/21/12
Publications Assistant/ Human Services & 12/31/12 – 01/25/13
Tech./ SAC 03/25/13 – 03/29/13
05/27/13 – 05/31/13
06/03/13 – 06/14/13
Reason: Non Work Days
10 Month Contract

Ratification of Resignation/Retirement

Aguirre Ruiz, Armando
Student Activities Specialist/ Orange
Education Center

Effective: October 4, 2012
Reason: Resignation

Navarro, Lewis
District Safety Officer/ District

Effective: October 3, 2012
Reason: Resignation

TEMPORARY ASSIGNMENT

Aguilar, Jaime
Learning Facilitator/ Human Services &
Tech./ SAC

Effective: 10/23/12 – 05/26/13

Burris, Michael
Instructional Assistant/ Counseling/ SAC

Effective: 10/23/12 – 12/14/12

Mateer, Penny
Instructional Assistant/ Human Services &
Tech./ SAC

Effective: 10/23/12 – 12/16/12

Additional Hours for On Going Assignments

Martinez Escutia, Jazmin
Instructional Assistant/ Orange Education
Center

Effective: 10/08/12 – 06/30/13
Not to exceed 19 consecutive days in any
given period.

Change in Temporary Assignment

Stewart, Vivian
Student Activities Specialist/ Orange
Education Center

Effective: 10/10/12 – 01/07/13

MISCELLANEOUS POSITIONS

Koenig, Catherine
Community Service Presenter/ Community
Service Program/ SAC

Effective: 10/27/12

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Alejandre, Alyssa Nicole	Effective: 10/08/12-06/30/13
Bautista Bautista, Alicia	Effective: 10/03/12-06/30/13
Celestino, Rosa Ibeth	Effective: 10/04/12-06/30/13
Chong, Connie S	Effective: 10/08/12-06/30/13
Cruz, Maria Guadalupe	Effective: 10/04/12-06/30/13
Delgado, Ivan Hector	Effective: 10/02/12-06/30/13
Frazier, Antwan Charles Earl	Effective: 10/03/12-06/30/13
Gagarin, Elma Cacho	Effective: 10/04/12-06/30/13
Garcia, Fabian Raul	Effective: 10/11/12-06/30/13
Gutierrez, Alejandro	Effective: 10/08/12-06/30/13
Guzman, Jonathan Ivan	Effective: 10/02/12-06/30/13
Hoang, Duc	Effective: 10/08/12-06/30/13
Hoang, Jayden Dinh	Effective: 10/02/12-06/30/13
Jhon, Miriam	Effective: 10/08/12-06/30/13
Lipoczi, Richard	Effective: 10/04/12-06/30/13
Martinez, Stephanie	Effective: 10/03/12-06/30/13
Melendrez Vasquez, IsamarThanairi	Effective: 10/04/12-06/30/13
Nguyen, Andy	Effective: 10/08/12-06/30/13
Nguyen, Huong Tran Kim	Effective: 10/03/12-06/30/13
Nguyen, Son Hong	Effective: 10/04/12-06/30/13
Pacheco, Karen	Effective: 10/03/12-06/30/13
Reyes Jimenez, Carol	Effective: 10/04/12-06/30/13
Saldana, Mariana	Effective: 10/03/12-06/30/13
Tran, Huong	Effective: 10/08/12-06/30/13
Tran, Phuong Thanh	Effective: 10/08/12-06/30/13
Vega, Diana Alejandra	Effective: 10/03/12-06/30/13

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

Aguilar, Ana	Effective: 10/09/12 – 06/30/13
Bungert, Remi	Effective: 10/11/12 – 06/30/13
Do, Thuy	Effective: 10/08/12 – 06/30/13
Gonzalez, Eva	Effective: 10/10/12 – 06/30/13
Oladapo, Iyabo	Effective: 10/08/12 – 06/30/13
Ramirez, Oscar	Effective: 10/09/12 – 06/30/13
Rivera, Rosario	Effective: 10/09/12 – 06/30/13 **
Vega, Jose	Effective: 10/06/12 – 06/30/13
Wilkins, Malerie	Effective: 09/27/12 – 06/30/13

** Revised start date

Attachment #1

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
OCTOBER 2012

MEDIA SYSTEMS ELECTRONICS TECHNICIAN, LEAD

CLASS SUMMARY

Under general direction, analyzes, constructs, integrates, installs, repairs, modifies and operates a wide variety of electronic equipment to include audio-visual and multi-media equipment. Train faculty and staff on equipment use. Organizes, coordinates workflow of media systems electronic technicians in the unit. Work with district ITS personnel to provide seamless, integrated services throughout the college. Orders and maintains control of multi-media equipment including electronic checkout of equipment. Performs related duties and responsibilities as required.

REPRESENTATIVE DUTIES

Work with administrators, faculty and staff on purchasing complex multi-media equipment for classrooms and throughout the college, determines specifications for AV equipment that meet District standards; work with vendors and contractors to install equipment; maintain all media equipment and supplies inventory. Perform repairs, maintenance and modifications to all audio-visual and multi-media equipment. Set up and operates public address systems, computers and projectors; troubleshoot problems that can occur in the computer/projector systems in the classroom and other venues. Maintain and service electronic whiteboards and display panels, video servers, DVD server, video encoding systems, satellite systems, microwave systems, AV electronic switchers, and other analog and digital video broadcasting equipment. Install software and maintain computers on integrated systems. Provide set up for broadcast satellite downlinks and teleconferences. Install conduits for audio/visual and computer cable. Determine and test compatibility of new equipment with existing inventory. Maintain and repair slide and overhead projectors, TV/DVD combo systems, public address systems, microphones and speakers; utilize electronic test equipment and tools in making repairs; determine and order parts; operate TV analyzers, radio frequency generating and measuring units, and such mechanical equipment as drill press, soldering and similar equipment; analyze existing systems to plan for upgrades and modifications or to create requirements for new systems; participate in the design, engineering, construction and installation of audio-visual and related electronic multi-media systems; communicate with instructional personnel and other users to assess problems and propose modifications and to keep them informed of work status; provide guidance and

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION
OCTOBER 2012

MEDIA SYSTEMS ELECTRONICS TECHNICIAN, LEAD cont'd

DESIRABLE QUALIFICATIONS GUIDE

training to the faculty and managers in the use of media systems and applications; maintain or assist in maintaining parts and stock inventory; make off-air recordings of video programs.

ORGANIZATIONAL RELATIONSHIPS

This position reports to the designated manager.

Training and Experience

Any combination of training, education and experience equivalent to seven years skilled audio-visual, computer based multi-media equipment repair at the component level. AA or AS preferred.

Knowledge and Abilities

Knowledge of: the operation, maintenance, overhaul and repair of all types of electronic audio-visual equipment, computer based multi-media equipment of the related use of electronic repair and test equipment; circuitry and mechanical operation of television, waveform, vector scope video monitors, video projectors, DVD playback and recorder of all formats, VCR, DVR, digital video cameras, tape recorder, video tape cameras, overhead projectors and other types of audio-visual equipment; radio and sound theory, television repair principles and techniques; principles of electricity; record keeping, safety principles and practices and organizational strategies.

Ability to: diagnose defects in electronics equipment and make necessary major or minor repairs; maintain simple records; interpret system schematics and technical service manuals; work cooperatively with others; follow oral and written directions; work under peaks of pressure and interruption; assist in demonstrating proper audio-visual, computer based equipment operation; follow safety practices in electrical work and the use of tools and equipment; organize workflow of the unit.

Physical Requirements: Ability to lift 50 pounds.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: October 22, 2012
Re:	Approval of Public Disclosure of Collective Bargaining Agreement between the Rancho Santiago Community College District and the California School Employees Association, Chapter 579	
Action:	Request for Approval	

BACKGROUND

The District and the California School Employees Association (CSEA) have reached tentative agreement on salary and benefits for 2011-12. The tentative agreement was ratified by the CSEA membership. The proposed agreement is now presented to the Board of Trustees for approval.

ANALYSIS

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

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with the California School Employees Association, Chapter 579 for the period of July 1, 2012 through June 30, 2013.

Fiscal Impact: As presented on attached disclosure	Board Date: October 22, 2012
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Resources & Ed. Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

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

Rancho Santiago Community College District

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

The proposed agreement covers the period beginning July 1, 2012 and ending June 30, 2013
 and will be acted upon by the Governing Board at its meeting on October 22, 2012

A. Proposed Change in Compensation

Compensation		Fiscal Impact of Proposed Agreement			
		Current Year 2012-13	Year 2	Year 3	
1.	Step and Column - Increase (Decrease) Due to movement plus any changes due to settlement	Cost (+/-)	\$0	N/A	N/A
2.	Salary Schedule Increase (Decrease)	Cost (+/-)	\$271,844 1.00%	N/A	N/A %
3.	Other Compensation - Increase (Decrease) (Stipends, Bonuses, etc.)	Cost (+/-)	\$109,446	N/A %	N/A %
4.	Statutory Benefits - Increase (Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	Cost (+/-)	\$89,859	N/A	N/A
5.	Health/Welfare Plan - Increase (Decrease)	Cost (+/-)	\$534,496	N/A	N/A
6.	Total Compensation - Increase (Decrease) (Total Lines 1 - 5)	Cost (+/-)	\$1,005,645	N/A	N/A
7.	Total Number of Represented Employees		710		
8.	Total Compensation Cost for Average Employee - Increase (Decrease)	Cost (+/-)	\$1,416	N/A	N/A

Please include comments and explanations as necessary:

1.00% salary schedule increase effective 7/1/2012.
Maintain employee contributions to medical/dental benefits at 2011-12 levels.
Total Compensation Increase of \$1,005,645 represents 3.7% increase (\$1,005,645 / \$271,844)

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

Provide one-time additional paid holiday on December 31, 2012.

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

None anticipated.

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

None

E. Source of Funding for Proposed Agreement

1. Current Year

Base revenue.

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

Base revenues plus unrestricted general fund income.

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

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

F. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

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

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

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

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

G. Certification

<p>The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and GC 3547.5</p>	
<p>_____</p> <p>District Chancellor</p>	<p>_____</p> <p>Date</p>

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS CHAPTER 579

TENTATIVE AGREEMENT 2012-13 (RATIFICATION DOCUMENT)

Article 11 HOLIDAY LEAVE

11.1 ~~***Unit employees shall also receive December 19, 20, 21, 22, 23, 2011 as one time additional holidays.~~ Unit employees shall also receive December 31, 2012 as a one time only additional holiday.

(Remainder of Article remains unchanged.)

Article 14 WAGES AND HOURS

Article 14.1 The salary schedule for ~~2011/12~~ 2012/13 shall be increased by 1% effective July 1, ~~2011~~ 2012. The part-time schedule shall be adjusted to parity with the first step of the full-time salary schedule effective July 1, 2007.

(Paragraph two remains unchanged.)

Article 19 HEALTH AND WELFARE

Article 19.5 Insurance Premiums

- a. Effective July 1, ~~2011~~ 2012, the portion of the premium paid by the District shall be limited to a maximum contribution of ~~\$21,362.52~~ \$22,560.12. The maximum contribution shall be automatically increased by an amount not to exceed 10% in each succeeding year. If the annual premium renewal rates represent an increase of more than 10%, the District and CSEA agree to immediately open negotiations on this article.
- b. (Remains unchanged.)

Article 22 PROFESSIONAL GROWTH PROGRAM

Article 22.2.4 The Professional Growth Program is reinstated effective July 1, 2012. A cumulative log of completed units shall be maintained in the official personnel file. Upon the completion of the course work, the employee may submit their certificate, grade report or transcript to Human Resources for logging in the file. Upon completion of each increment of twelve (12) units as submitted and Human Resources determines proper criteria has been met, the employee shall be placed on the Board docket for the next scheduled Board meeting. ~~All units submitted after July 1, 2010 shall not be submitted to the Board for approval during the 2010/2011. This one year suspension will be a part of the negotiations reopeners for 2011/2012.~~ Should Human Resources have questions regarding criteria, it shall be reviewed by a minimum

of two (2) CSEA appointees and a non-voting representative from Human Resources. The decision shall be final.

~~Article 22.2.4 a. In the event the final budget results in changes, either as an increase or decrease, to the revenues projected in the 2009/2010 Second Interim Report to the District, for either 2010/2011 or 2011/2012, both parties agree to reconvene negotiations in order to address the change in revenues including reduction in staffing or restoration discussions or any previous concessions by CSEA.~~

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

To: Board of Trustees	Date: October 22, 2012
Re: Approval of New OTA Agreement – Buena Park School District	
Action: Request for Approval	

BACKGROUND

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students Fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes. This is a new agreement 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 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 Buena Park School District in Buena Park, California.

Fiscal Impact: None	Board Date: October 22, 2012
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 Rodriguez, Ph.D., Chancellor, RSCCD	

AGREEMENT

Occupational Therapy Assistant Program

THIS AGREEMENT is made and entered into the 16th of Aug, 2012 by and between Buena Park School District, hereinafter called the Agency, and Rancho Santiago Community College District on behalf of Santa Ana College, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE 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, Criminal Records Check
The District shall inform The Occupational Therapy Assistant Program students of the Background Check requirement and their responsibility of payment. Certification of criminal records check due to agency prior to participation with agency.

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

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

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Agency: Buena Park School District

Name of Agency: 6885 Orangethorpe Ave
Address: Buena Park, CA 90620



Person Responsible:
Title:

Kelvin Tsunezumi
Assistant Superintendent
Admin. Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College – Business Division**

To:	Board of Trustees	Date:	October 22, 2012
Re:	Approval of Distance Education Agreement Renewal Amendment – City of Santa Ana		
Action:	Request for approval		

BACKGROUND

Rancho Santiago Community College District collaborates with the City of Santa Ana to provide an Inmate Education Program in the Santa Ana Jail. Santa Ana College has provided distance learning college credit courses to Santa Ana Jail inmates. The City of Santa Ana has requested renewal of the program for 2012/2013.

ANALYSIS

The City of Santa Ana requests an amendment extending the terms of the existing agreement for the fiscal year 2012/2013. The terms of the agreement will be unchanged except that the City of Santa Ana agrees to pay incurred tuition fees, calculated each semester at the then current rate per credit, within 30 days of billing.

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date:	October 22, 2012
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD		

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is entered into on October 22, 2012 2012, by and between Rancho Santiago Community College District/Santa Ana College, (hereinafter "Consultant") and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

RECITALS:

- A. The parties entered into Agreement #A-2010-227, dated August 1, 2010, (hereinafter "said Agreement") by which Consultant has provided special skill and knowledge in the field of jail inmate educational services for inmates at the Santa Ana Detention Facility
- B. The parties entered into First Amendment to Consultant Agreement #A-2010-227-001 dated February 1, 2012 extending the termination date to June 30, 2012 and increasing compensation to an amount not to exceed \$25,000.
- C. In accordance with the terms and conditions of said Agreement, the parties wish to extend the term of said Agreement for an additional one-year period and increase compensation to pay for services during the extended term.

WHEREFORE, in consideration of the covenants contained in said Agreement, and subject to all the terms and conditions of said Agreement, except those amended in this Second Amendment to Agreement, the parties agree as follows:

1. Section 2., COMPENSATION, shall be amended to increase compensation to an amount not to exceed \$25,000 to pay for services provided during the extended term.
2. Section 3., TERM, shall be amended to extend the termination date for an additional one-year period, from June 30, 2012 through June 30, 2013. In order to provide continuous uninterrupted service, all services provided by Consultant since July 1, 2012, shall be included within the Scope of Services of this Agreement.
3. Except as hereinabove amended, all terms and conditions of said Agreement shall remain in full force and effect.

//

//

//

//

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

ATTEST:

CITY OF SANTA ANA

MARIA D. HUIZAR
Clerk of the Council

PAUL M. WALTERS
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT / SANTA ANA
COLLEGE

By: _____
Teresa L. Judd
Assistant City Attorney

pk

Name: PETER J. HARDASH
Title: Vice Chancellor
Business Operations and
Fiscal Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College**

To: Board of Trustees	Date: October 22, 2012
Re: Santa Ana College Status Report on Student Learning Outcomes Implementation	
Action: Information	

BACKGROUND

Santa Ana College has prepared a status report on Student Learning Outcomes implementation as requested by the Western Association of Schools and Colleges (WASC) Accrediting Commission for Community and Junior Colleges (ACCJC). All colleges are required to file an SLO status report either in October 2012 or Spring 2013. SAC was required to submit the report in October. The status report for SLO implementation was submitted to ACCJC on October 4, 2012.

ANALYSIS

The status report on SLO implementation is presented to the Board of Trustees for information.

RECOMMENDATION

This report is provided to the Board of Trustees for information only.

Fiscal Impact: None	Board Date: October 22, 2012
Prepared by: Bonita Nahoum Jaros, Ph.D., Accreditation Liaison Officer Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

ACCREDITING COMMISSION FOR COMMUNITY AND JUNIOR COLLEGES

COLLEGE STATUS REPORT ON STUDENT LEARNING OUTCOMES IMPLEMENTATION

INSTRUCTIONS

Colleges are asked to use this report form in completing their *College Status Report on Student Learning Outcomes Implementation*. Colleges should submit a brief narrative analysis and quantitative and qualitative evidence demonstrating status of Student Learning Outcome (SLO) implementation. The report is divided into sections representing the bulleted characteristics of the Proficiency implementation level on the Rubric for Evaluating Institutional Effectiveness, Part III (Rubric). Colleges are asked to interpret their implementation level through the lens of the Accreditation Standards cited for each characteristic. The final report section before the evidence list requests a brief narrative self-assessment of overall status in relationship to the proficiency level, indicating what plans are in place to mitigate any noted deficiencies or areas for improvement. **Narrative responses for each section of the template should not exceed 250 words.**

This report form offers examples of quantitative and qualitative evidence which might be included for each of the characteristics. The examples are illustrative in nature and are not intended to provide a complete listing of the kinds of evidence colleges may use to document SLO status. College evidence used for one Proficiency level characteristic may also serve as evidence for another characteristic.

This report is provided to colleges in hard copy and also electronically, by e-mail, as a fill-in Word document. The reports must be submitted to the Commission by either the October 15, 2012 date or the March 15, 2013 date, as defined on the enclosed list of colleges by assigned reporting date. When the report is completed, colleges should:

- a. Submit the report form by email to the ACCJC (accjc@accjc.org); **and**
- b. Submit the full report *with attached evidence* on CD/DVD to the ACCJC (ACCJC, 10 Commercial Blvd., Suite 204, Novato, CA 94949).

Although evidence cited in the text of the report may include links to college web resources, the Commission requires actual copies (electronic files) of the evidence for its records.

COLLEGE INFORMATION: DATE OF REPORT; COLLEGE; SUBMITTED BY; CERTIFICATION BY CEO

Date of Report: October 15, 2012

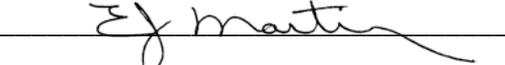
Institution's Name: Santa Ana College

Name and Title of Individual Completing Report: Bonita Nahoum Jaros, Ph.D., Accreditation Liaison Officer

Telephone Number and E-mail Address: 714-564-6989; jaros_bonita@sac.edu

Certification by Chief Executive Officer: *The information included in this report is certified as a complete and accurate representation of the reporting institution.*

Name of CEO: Erlinda J. Martinez, Ed.D.

Signature: 

(e-signature permitted)

PROFICIENCY RUBRIC STATEMENT 1: STUDENT LEARNING OUTCOMES AND AUTHENTIC ASSESSMENTS ARE IN PLACE FOR COURSES, PROGRAMS, SUPPORT SERVICES, CERTIFICATES AND DEGREES.

Eligibility Requirement 10: Student Learning and Achievement

Standards: I.A.1; II.A.1.a; II.A.1.c; II.A.2.a,b,e,f,g,h,i; II.A.3 [See II.A.3.a,b,c.]; II.A.6; II.B.4; II.C.2].

EXAMPLES OF EVIDENCE: Evidence demonstrating numbers/percentages of course, program (academic and student services), and institutional level outcomes are in place and assessed. Documentation on institutional planning processes demonstrating integrated planning and the way SLO assessment results impact program review. Descriptions could include discussions of high-impact courses, gateway courses, college frameworks, and so forth.

PROFICIENCY RUBRIC STATEMENT 1: NUMERICAL RESPONSE

QUANTITATIVE EVIDENCE/DATA ON THE RATE/PERCENTAGE OF SLOS DEFINED AND ASSESSED

1. Courses

- a. Total number of college courses (active courses in the college catalog, offered on the schedule in some rotation): 2079 courses
- b. Number of college courses with defined Student Learning Outcomes: 2079
Percentage of total: 100%
- c. Number of college courses with ongoing assessment of learning outcomes: 2079
Percentage of total: 100%

2. Programs

- a. Total number of college programs (all certificates and degrees, and other programs defined by college): 246
- b. Number of college programs with defined Student Learning Outcomes: 246
Percentage of total:100%
- c. Number of college programs with ongoing assessment of learning outcomes: 246
Percentage of total:100%

3. Student Learning and Support Activities

- a. Total number of student learning and support activities (as college has identified or grouped them for SLO implementation): 15 student services programs; 4 academic support activities
- b. Number of student learning and support activities with defined Student Learning Outcomes: 15 student services ; 4 academic support; Percentage of total:100% student services programs; 75% academic support
- c. Number of student learning and support activities with ongoing assessment of learning outcomes: 15 student services ; 4 academic support; Percentage of total:100% student services programs; 75% academic support

4. Institutional Learning Outcomes

- a. Total number of institutional Student Learning Outcomes defined: Seven Core Competencies
- b. Number of institutional learning outcomes with ongoing assessment: seven

PROFICIENCY RUBRIC STATEMENT 1: NARRATIVE RESPONSE

Yes, student learning outcomes and authentic assessments are in place for courses, programs, support services, certificates and degrees.

Santa Ana College has seven institutional “Core Competencies” aligned to General Education, degree and certificate programs and CTE programs published in the college catalog and course outlines of record (1.1, 1.2, 1.3, 1.4, 1.5, 1.6). Student learning outcomes are aligned to these programs at the course level and stated on the course overview (i.e., syllabus) (1.3).

All courses, programs, certificates and degrees undergo regular, systematic review through the portfolio assessment/program review process for all locations and teaching modes (e.g., distance education) (1.6, 1.7). Faculty play the major role in program review processes, as department faculty conduct all program review and goals analyses (1.5, 1.6).

Student learning programs and services are also evaluated to assure they meet identified student needs and are aligned with the purposes of the college and the student population. These include 15 student services programs and four (4) academic support activities: the Library, Writing Center, Math Study Center, and Reading Center (1.8, 1.9, 1.10).

PROFICIENCY RUBRIC STATEMENT 2: THERE IS A WIDESPREAD INSTITUTIONAL DIALOGUE ABOUT ASSESSMENT RESULTS AND IDENTIFICATION OF GAPS.

Standards: I.B.1; I.B.2; I.B.3; I.B.5.

EXAMPLES OF EVIDENCE: Documentation on processes and outcomes of SLO assessment. Specific examples with the outcome data analysis and description of how the results were used. Descriptions could include examples of institutional changes made to respond to outcomes assessment results.

PROFICIENCY RUBRIC STATEMENT 2: NARRATIVE RESPONSE

Yes, there is widespread institutional dialogue about assessment results and identification of gaps.

Ongoing, collegial, self-reflective dialogue about continuous improvement of student learning and institutional processes occurs at the council/committee level (TLC, IE&A, C&I Council, Student Success Committee, BSI Committee, College Council); the academic senate level; the department/division level; and at the administrative level (2.1, 2.2, 2.3, 2.4, 2.5). Goals are set to improve institutional effectiveness consistent with stated purposes. The college assesses progress toward achieving goals and makes decisions regarding the improvement of institutional effectiveness in an ongoing, systematic evaluation cycle using qualitative and quantitative data (1.5, 1.10).

The Santa Ana College Strategic Plan 2007-2015 is updated annually. In March 2012 a college-wide *Mid-Cycle Planning Retreat* was held to review the Mission Statement of the college, reaffirm the Vision Themes and review the goals of the plan (2.6). As a result, institutional effectiveness is discussed college-wide.

PROFICIENCY RUBRIC STATEMENT 3: DECISION MAKING INCLUDES DIALOGUE ON THE RESULTS OF ASSESSMENT AND IS PURPOSEFULLY DIRECTED TOWARD ALIGNING INSTITUTION-WIDE PRACTICES TO SUPPORT AND IMPROVE STUDENT LEARNING.

Standards: I.B; I.B.3; II.A.1.c; II.A.2.f; III.A.1.c; IV.A.2.b.

EXAMPLES OF EVIDENCE: Documentation of institutional planning processes and the integration of SLO assessment results with program review, college-wide planning and resource allocation, including evidence of college-wide dialogue.

PROFICIENCY RUBRIC STATEMENT 3: NARRATIVE RESPONSE

Yes, decision making includes dialogue on the results of assessment and is purposefully directed toward aligning institution-wide practices to support and improve student learning.

Santa Ana College assesses progress toward achieving stated goals and makes decisions according to ongoing, systematic evaluation and integrated planning to assure currency and measure achievement of the stated student learning outcomes for academic programs through the PA/PR process; support services through the Student Services program review; and fiscal/physical/human resources through the Administrative Service program review documents (1.4, 1.5, 1.7, 1.8; 3.1). Decision making includes dialogue on the results of assessment and is purposefully directed toward aligning institution-wide practices to support and improve student learning. This is demonstrated in the revision of the program review/planning calendar to align with the district/college budget cycle (3.2). A specific program-level example is that students may be placed in the non-credit program for low-level mathematics after course performance data revealed the need for remedial math level students to repeat a course multiple times (3.3). In addition, a twelve-week session has been added to the fall 2012 schedule after an assessment of enrollment patterns was conducted (3.4).

PROFICIENCY RUBRIC STATEMENT 4: APPROPRIATE RESOURCES CONTINUE TO BE ALLOCATED AND FINE-TUNED.

Standards: I.B; I.B.4; I.B.6; III.C.2; III.D.2.a; III.D.3.

EXAMPLES OF EVIDENCE: Documentation on the integration of SLO assessment results with institutional planning and resource allocation.

PROFICIENCY RUBRIC STATEMENT 4: NARRATIVE RESPONSE

Yes, resources continue to be allocated and fine-tuned.

Given the constraints of the current budget environment within the district and college, SAC has appropriate fiscal, physical and human resources allocated to support student learning (4.1, 4.2, 4.3). However, SAC will also be evaluating the outcomes of the implementation of a new district-wide budget model (SB361) (4.4).

At the classroom level, the number of mediated classrooms has increased, and instructors have been trained to use the equipment. Financial documents reflect appropriate allocation and use of financial resources to support student learning programs and services (4.2). In addition, in the course of enrollment and FTE management, the Vice President of Academic Affairs has reviewed all course offerings to ascertain that the student needs are met. For example, after assessing the scheduled section room hours usage, it was determined that times of utilization need to be expanded to insure the college is allocating resources efficiently to meet student needs (4.3). The adjunct faculty accounts were also assessed, and it was determined that they needed to be funded sufficiently in order to meet the needs of the schedule. The college also systematically assesses the effective use of technology resources and uses the results of evaluation as the basis for improvement (4.5).

PROFICIENCY RUBRIC STATEMENT 5: COMPREHENSIVE ASSESSMENT REPORTS EXIST AND ARE COMPLETED AND UPDATED ON A REGULAR BASIS.

Standards: I.A.1; I.B; I.B.3; I.B.5; I.B.6; II.A.2.a; II.B.

EXAMPLES OF EVIDENCE: Documentation on the process and cycle of SLO assessment, including results of cycles of assessment. Copies of summative assessment reports, with actual learning outcomes.

PROFICIENCY RUBRIC STATEMENT 5: NARRATIVE RESPONSE

Yes, comprehensive assessment reports exist and are completed and updated on a regular basis.

The college demonstrates effectiveness by providing evidence of the achievement of SLOs in the context of course, program and degree-level program review (1.5, 1.6, 1.7; 5.1). Progress toward achieving stated goals and decisions regarding the improvement of institutional effectiveness is based on both qualitative and quantitative data in an ongoing and systematic cycle of evaluation, integrated planning, resource allocation, implementation and re-evaluation through the IE&A Committee, the Teaching Learning Committee (TLC), the Student Success Committee, the Planning and Budget Committee, College Council, and the President's Cabinet (5.2, 5.3).

The college also systematically assesses student support services using SLOs, faculty and staff input, and other appropriate measures in order to improve the effectiveness of these services (1.8, 1.9; 5.4).

This work, in conjunction with the RSCCD Strategic Plan, informs the college in the revision of the Santa Ana College Strategic Plan. The goals of the Strategic Plan then inform all planning efforts at the college (4.1, 5.5, 5.6).

PROFICIENCY RUBRIC STATEMENT 6: COURSE STUDENT LEARNING OUTCOMES ARE ALIGNED WITH DEGREE STUDENT LEARNING OUTCOMES.

Standards: II.A.2.e; II.A.2.f; II.A.2.i.

EXAMPLES OF EVIDENCE: Documentation on the alignment/integration of course level outcomes with program outcomes. Description could include curriculum mapping or other alignment activities. Samples across the curriculum of institutional outcomes mapped to program outcomes.

PROFICIENCY RUBRIC STATEMENT 6: NARRATIVE RESPONSE

Yes, course student learning outcomes are aligned with degree student learning outcomes.

The college evaluates all courses and programs through review of achievement of learning outcomes at the course and degree level through the PA/PR process, semesterly SLO assessments at the course level, and annual goals assessment at the program/degree/certificate levels (1.3, 1.5, 1.6, 1.7). Through use of Form C and the 19QT, course-level SLOs are aggregated to determine program level SLOs (1.6; 6.1, 6.2). Future needs and plans are then based on these analyses.

Mapping of courses is then aligned to the seven college-wide Core Competencies (6.2). Thus, the college awards degrees and certificates based on student achievement of a program's stated learning outcomes (6.1).

Within the overall institutional program review model, the college engages in evaluation and integrated planning to assure currency and measure achievement of stated SLOs for courses, certificates, and programs in Career Technical Education Programs (CTE) programs as well (6.2, 6.3). Therefore, all programs undergo systematic analysis and continuous improvement.

PROFICIENCY RUBRIC STATEMENT 7: STUDENTS DEMONSTRATE AWARENESS OF GOALS AND PURPOSES OF COURSES AND PROGRAMS IN WHICH THEY ARE ENROLLED.

Standards: I.B.5; II.A.6; II.A.6.a; II.B.

EXAMPLES OF EVIDENCE: Documentation on means the college uses to inform students of course and program purposes and outcomes. Samples across the curriculum of: course outlines of record and syllabi with course SLOs; program and institutional SLOs in catalog.

PROFICIENCY RUBRIC STATEMENT 7: NARRATIVE RESPONSE

Yes, students demonstrate awareness of goals and purposes of courses and programs in which they are enrolled.

The Core Competencies of the college are indicated in the catalog (7.1). SLOs at the course level are also indicated on the Course Outline of Record under each of the college-wide core competencies (1.2). The course overview/syllabus is disseminated in every section of every course and is consistent with the institution's officially approved course outline (1.2, 1.3, 1.4). The syllabus is turned into the division dean at the beginning of every semester to insure compliance with college policies. These syllabi are housed in the division offices and may be readily available.

Prospective students receive clear and accurate information about educational courses and programs and transfer policies/degrees and certificates described in terms of course content, purpose, requirements and outcomes (1.1). The catalog also lists and explains all instructional and student services as well as all policies (1.1). Thus, the entire student pathway is characterized by concern for student access, progress, learning and success.

**SELF-ASSESSMENT ON LEVEL
OF IMPLEMENTATION:**

**YOU PLANNED TO ADDRESS NEEDED IMPROVEMENTS? WHAT
LEVEL OF SLO IMPLEMENTATION WOULD YOU ASSIGN YOUR
COLLEGE? WHY? WHAT EFFORTS HAVE YOU PLANNED TO
ADDRESS NEEDED IMPROVEMENTS?**

SELF-ASSESSMENT ON LEVEL OF IMPLEMENTATION: NARRATIVE RESPONSE

**1. Self-Assessment and Needs for Improvement
Student Learning Outcomes Proficiency Statement**

The college meets the proficiency level in accordance with the Characteristics of Institutional Effectiveness in Student Learning Outcomes Rubric as follows:

The recursive cycle in which 25% of all academic departments complete quadrennial capstone review has been ongoing since spring 2008. Each spring and fall, every department embeds the Direct-SLO Assessment portion of the program review (Form C) into annual goals updating, irrespective of when quadrennial capstone review is due. Recommendations for strengthening the process was issued by the Teaching Learning Committee spring 2011 and again spring 2012 to enhance the data-collection portions of the 19QT. Several faculty development activities have occurred as a result.

The IE&A Committee aggregates all program review reports and creates an end-of-year report for all committees. It also utilizes this information to update the Santa Ana College *Strategic Plan*. The Planning & Budget Committee uses this information in tandem with information from the district as well as from other college-level participatory governance groups. Recommendations are then sent to College Council. The President of the college makes all final decisions and communicates back to the college community.

**2. Addressing Needed Improvements: Recommendations for Strengthening the
Program Review Process for the 2012-2016 Cycle**

The following are internal recommendations for continuous systematic improvement of student learning outcomes and student achievement targets:

- Continue improvement of planning alignment between Academic Affairs, Student Services and Administrative Services
- Assess effectiveness of newly-developed budget/planning calendar
- Refine program of faculty development workshops for continuous improvement on SLOs
- Conduct additional workshops for use of data in the Portfolio Assessment/Program Review (PA/PR) process
- Develop an action plan for academic support services programs

TABLE OF EVIDENCE: LIST THE EVIDENCE USED TO SUPPORT YOUR NARRATIVE REPORT, SECTION BY SECTION.

TABLE OF EVIDENCE (NO WORD COUNT LIMIT)

- 1.1 Santa Ana College Catalog 2012-2013
- 1.2 Example Course Outline of Record: English 206
- 1.3a,b,c Example Course Overview with Learning Outcomes : Anthropology 104; English 206; Hybrid Chemistry 209
- 1.4 SAC Mission Statement with Institutional Core Competencies
- 1.5a-f Examples Capstone PA/PR (Communication Studies, School Continuing Education ESL, Nursing, Distance Education; Diesel; Online Degree Pathway)
- 1.6a,b Examples Form C (Nursing; Counseling)
- 1.7 Cyclical Capstone Program Review Calendar
- 1.8a,b,c Student Services Program Review Template, Calendar and Example (Testing Center)
- 1.9 Student Services SLO Inventory
- 1.10 PA/PR Library

- 2.1 Curriculum and Instruction Council Minutes 04-23-12
- 2.2 BSI Strand A Minutes 05-10-12
- 2.3 College Council Agenda 08-24-11
- 2.4 PA/PR Clinic Agenda 09-26-11
- 2.5 Classroom Inquiry/Data Coaching Session #1
- 2.6 Mid-Cycle Planning Retreat Documents, March 2012

- 3.1 Example Administrative Services Program Review
- 3.2 Santa Ana College Cyclical Planning/Budget Calendar
- 3.3 Remedial Math Course Performance Research
- 3.4a-f Agendas Meetings of Academic Deans January-June 2012

- 4.1 RSCCD Strategic Plan and Planning Cycle Limicon
- 4.2 RSCCD Adopted Budget 2012-2013
- 4.3 Summary of Scheduled Section Room Hours Report
- 4.4 Budget Allocation and Planning Review Committee (BAPR) Special Meeting Agenda 02-22-12
- 4.5 RSCCD Strategic Technology Plan 2012-2013

- 5.1 Internal Assessment of ACCJC Rubric for Evaluating Institutional Effectiveness (Part III SLOs)
- 5.2 Teaching Learning Committee End-of-Year Report S12
- 5.3 IE&A End-of-Year Report S12
- 5.4a-c Advisory Committee Minutes: NATEF; Digital Media Arts; Occupational Therapy Assistant Program
- 5.5 Revised SAC Strategic Plan
- 5.6a-d IE&A Minutes (Strategic Plan Analysis) 03-14-12, 04-11-12, 04-18-12, 05-09-12

6.1a,b Example Program SLOs (Communication Studies Department; Reading)

6.2a,b Examples Mapping (Reading; Nursing)

6.3 Capstone PA/PR Occupational Therapy Assistant Program

7.1 Santa Ana College Catalog 2012-2013 p4-Core Competencies

Accrediting Commission for Community and Junior Colleges (ACCJC)

10 Commercial Blvd., Suite 204, Novato, CA 94949

Telephone: 415-506-0234 ♦ FAX: 415-506-0238 ♦ E-mail: accjc@accjc.org

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College

To: Board of Trustees	Date: October 22, 2012
Re: Santiago Canyon College Status Report on Student Learning Outcomes Implementation	
Action: Information	

BACKGROUND

Santiago Canyon College (SCC) has prepared a status report on Student Learning Outcomes (SLO) implementation as requested by the Western Association of Schools and Colleges (WASC) Accrediting Commission for Community and Junior Colleges (ACCJC). All colleges were required to file an SLO status report either in October 2012 or spring 2013. SCC was required to submit the report in October. The status report on SLO implementation was submitted to ACCJC on Friday, October 12, 2012.

ANALYSIS

The status report on SLO implementation is presented to the Board of Trustees for information.

RECOMMENDATION

This report is provided to the Board of Trustees for information only.

Fiscal Impact: None	Board Date: October 22, 2012
Prepared by: Aracely Mora, Ed.D., Accreditation Liaison Officer and Vice President of Academic Affairs Joyce Wagner, Ph.D., Chair, Student Learning Outcomes and Assessment Review Committee	
Submitted by: Juan Vázquez, President, Santiago Canyon College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

ACCREDITING COMMISSION FOR COMMUNITY AND JUNIOR COLLEGES

COLLEGE STATUS REPORT ON STUDENT LEARNING OUTCOMES IMPLEMENTATION

INSTRUCTIONS

Colleges are asked to use this report form in completing their *College Status Report on Student Learning Outcomes Implementation*. Colleges should submit a brief narrative analysis and quantitative and qualitative evidence demonstrating status of Student Learning Outcome (SLO) implementation. The report is divided into sections representing the bulleted characteristics of the Proficiency implementation level on the Rubric for Evaluating Institutional Effectiveness, Part III (Rubric). Colleges are asked to interpret their implementation level through the lens of the Accreditation Standards cited for each characteristic. The final report section before the evidence list requests a brief narrative self-assessment of overall status in relationship to the proficiency level, indicating what plans are in place to mitigate any noted deficiencies or areas for improvement. **Narrative responses for each section of the template should not exceed 250 words.**

This report form offers examples of quantitative and qualitative evidence which might be included for each of the characteristics. The examples are illustrative in nature and are not intended to provide a complete listing of the kinds of evidence colleges may use to document SLO status. College evidence used for one Proficiency level characteristic may also serve as evidence for another characteristic.

This report is provided to colleges in hard copy and also electronically, by e-mail, as a fill-in Word document. The reports must be submitted to the Commission by either the October 15, 2012 date or the March 15, 2013 date, as defined on the enclosed list of colleges by assigned reporting date. When the report is completed, colleges should:

- a. Submit the report form by email to the ACCJC (accjc@accjc.org); **and**
- b. Submit the full report *with attached evidence* on CD/DVD to the ACCJC (ACCJC, 10 Commercial Blvd., Suite 204, Novato, CA 94949).

Although evidence cited in the text of the report may include links to college web resources, the Commission requires actual copies (electronic files) of the evidence for its records.

COLLEGE INFORMATION: DATE OF REPORT; COLLEGE; SUBMITTED BY; CERTIFICATION BY CEO

Date of Report: October 11, 2012

Institution's Name: Santiago Canyon College

Name and Title of Individual Completing Report: Aracely Mora, Vice President, Academic Affairs

Telephone Number and E-mail Address: (714) 628-4880 mora_aracely@sccollege.edu

-Certification by Chief Executive Officer: *The information included in this report is certified as a complete and accurate representation of the reporting institution.*

Name of CEO: Juan Vázquez

Signature: Juan Vázquez

(e-signature permitted)

PROFICIENCY RUBRIC STATEMENT 1: STUDENT LEARNING OUTCOMES AND AUTHENTIC ASSESSMENTS ARE IN PLACE FOR COURSES, PROGRAMS, SUPPORT SERVICES, CERTIFICATES AND DEGREES.

Eligibility Requirement 10: Student Learning and Achievement

Standards: I.A.1; II.A.1.a; II.A.1.c; II.A.2.a,b,e,f,g,h,i; II.A.3 [See II.A.3.a,b,c.]; II.A.6; II.B.4; II.C.2].

EXAMPLES OF EVIDENCE: Evidence demonstrating numbers/percentages of course, program (academic and student services), and institutional level outcomes are in place and assessed. Documentation on institutional planning processes demonstrating integrated planning and the way SLO assessment results impact program review. Descriptions could include discussions of high-impact courses, gateway courses, college frameworks, and so forth.

PROFICIENCY RUBRIC STATEMENT 1: NUMERICAL RESPONSE

QUANTITATIVE EVIDENCE/DATA ON THE RATE/PERCENTAGE OF SLOS DEFINED AND ASSESSED

1. Courses

- a. Total number of college courses (active courses in the college catalog, offered on the schedule in some rotation): 633
- b. Number of college courses with defined Student Learning Outcomes: 633
Percentage of total: 100%
- c. Number of college courses with ongoing assessment of learning outcomes: 595
Percentage of total: 94.0%

2. Programs

- a. Total number of college programs (all certificates and degrees, and other programs defined by college): 163
- b. Number of college programs with defined Student Learning Outcomes: 163;
Percentage of total: 100%
- c. Number of college programs with ongoing assessment of learning outcomes: 157;
Percentage of total: 96.3%

3. Student Learning and Support Activities

- a. Total number of student learning and support activities (as college has identified or grouped them for SLO implementation): 17
- b. Number of student learning and support activities with defined Student Learning Outcomes: 16;
Percentage of total: 94.1%
- c. Number of student learning and support activities with ongoing assessment of learning outcomes: 16; Percentage of total: 94.1%

4. Institutional Learning Outcomes

- a. Total number of institutional Student Learning Outcomes defined: 12
- b. Number of institutional learning outcomes with ongoing assessment: 12

PROFICIENCY RUBRIC STATEMENT 1: NARRATIVE RESPONSE

SCC's Curriculum and Instruction Council (CIC), the Student Learning Outcomes and Assessment Review Committee (SLOARC) and the Office of Institutional Effectiveness and Assessment (OIE&A) developed the culture and established the infrastructure of student learning outcomes and assessment at the course, program, and institutional levels and in student service areas. (1.1, 1.2, 1.10)

All 949 courses in the catalog have SLOs and identified assessments of record; 633 have been offered since Spring 2010 or are scheduled to be offered during 2012-2013. Of the 38 courses without completed assessments, four are new and eighteen will be offered again in 2012-2013 after being dormant for three or more primary semesters. (1.3, 1.4)

SLOARC developed a guide to authentic Program SLO (PSLO) assessment which has been disseminated, discussed, approved and utilized. It includes tools for mapping course SLOs to PSLOs and for specifying an assessment timeline. Information collected from utilization of this document was used to create a relational database that generates PSLO assessment reports. In addition, several programs assess their PSLOs using various methods separate from their course SLO assessment. Altogether, 93.3% of programs have ongoing assessment. (1.5, 1.6)

Institutional learning outcomes (ILOs) are mapped directly to course and program SLOs; therefore, assessments done at course and program levels directly support ILO assessment. (1.7) ILOs are also assessed using the annual SCC Student Satisfaction Survey. (1.8)

All Student Services programs conduct SLO assessments and complete reports annually except during program review years. (1.9, 1.10, 1.11)

The program review document, which contains sections dealing with course and program SLOs, is recognized as the college's central planning document. Results from program review inform the College's planning processes. (1.12)

PROFICIENCY RUBRIC STATEMENT 2: THERE IS A WIDESPREAD INSTITUTIONAL DIALOGUE ABOUT ASSESSMENT RESULTS AND IDENTIFICATION OF GAPS.

Standards: I.B.1; I.B.2; I.B.3; I.B.5.

EXAMPLES OF EVIDENCE: Documentation on processes and outcomes of SLO assessment. Specific examples with the outcome data analysis and description of how the results were used. Descriptions could include examples of institutional changes made to respond to outcomes assessment results.

PROFICIENCY RUBRIC STATEMENT 2: NARRATIVE RESPONSE

As a result of institution-wide dialogue regarding assessment information, SCC identified the need to establish an office of Institutional Effectiveness and Assessment and to purchase software to facilitate assessment management as well as data collection and analysis (TaskStream and ParScore/ParTest). The college was awarded a Title V grant to address these needs. (2.1)

Outcomes assessment data is regularly discussed in various governance committees, including the CIC, Academic Senate, College Council, SLOARC, Educational Master Planning Committee (EMPC), division and department chairs meetings, and department meetings. (2.2) The OIE&A regularly consults with faculty and departments regarding assessment, assists with interpretation of assessment results, disseminates information college-wide, and runs workshops and summer institutes targeting assessment needs. (2.3, 2.4)

As part of the Academic Program Review (APR) process, programs investigate and analyze their program and course assessment results and identify areas for improvement. Additionally, during meetings with the EMPC, program representatives and EMPC members engage in reflective dialogue regarding the program's findings. (2.5, 2.6)

Another portion of the Title V grant and an additional grant (STEM²) address gaps identified by Science and Mathematics faculty. (2.7)

Title V has also supported the development of faculty inquiry groups (FIGs) specifically to identify and address areas for improvement and to facilitate college-wide dialogue and collaboration. (2.8)

PROFICIENCY RUBRIC STATEMENT 3: DECISION MAKING INCLUDES DIALOGUE ON THE RESULTS OF ASSESSMENT AND IS PURPOSEFULLY DIRECTED TOWARD ALIGNING INSTITUTION-WIDE PRACTICES TO SUPPORT AND IMPROVE STUDENT LEARNING.

Standards: I.B; I.B.3; II.A.1.c; II.A.2.f; III.A.1.c; IV.A.2.b.

EXAMPLES OF EVIDENCE: Documentation of institutional planning processes and the integration of SLO assessment results with program review, college-wide planning and resource allocation, including evidence of college-wide dialogue.

PROFICIENCY RUBRIC STATEMENT 3: NARRATIVE RESPONSE

Decision-making dialogue related to assessment results occurs at various levels:

At the foundation is curriculum revision, a reflective process designed to address areas for improvement in the teaching/learning corridor, beginning with analysis of SLO assessment results. These inform modifications in curriculum, assessment, pedagogy and service delivery. (3.1)

At the program level, results of ongoing assessments captured through the program review process are reviewed at department meetings. (3.2) When this analysis reveals needs, the program updates its Department Planning Portfolio (DPP), a separate document which is accessed through the Academic Senate web page. (3.3) Implementation of TaskStream will automate this process, and the resulting assessment data will lead to even broader discussions across the institution concerning practices to advance student learning.

The program review process, which is on a three-year cycle at SCC, includes an analysis of ongoing SLO assessment results, which programs use to reflect on past and current practices and to develop plans. (3.4) As a result of assessment dialogue, SCC has initiated BSI projects and a Title V grant and developed an Early Alert system to align institution-wide practices to improve student learning. (3.5)

At the institutional level, the Educational Master Plan Committee (EMPC), the body responsible for developing the College's strategic plan, discusses with various programs the needs of their areas. From those discussions, the EMPC identifies needs across the institution. (3.6) The EMPC is represented on the College Council to provide updates and program review summaries so that findings from the review process are more widely known in the collegial governance system. (3.7)

PROFICIENCY RUBRIC STATEMENT 4: APPROPRIATE RESOURCES CONTINUE TO BE ALLOCATED AND FINE-TUNED.

Standards: I.B; I.B.4; I.B.6; III.C.2; III.D.2.a; III.D.3.

EXAMPLES OF EVIDENCE: Documentation on the integration of SLO assessment results with institutional planning and resource allocation.

PROFICIENCY RUBRIC STATEMENT 4: NARRATIVE RESPONSE

The college was awarded a Title V grant, which has enabled it to support the following SLO assessment-related activities: (4.1)

- a. Office of Institutional Effectiveness and Assessment
- b. Outcomes assessment management software
- c. Science Teaching and Resource Center
- d. Supplemental Instruction (SI) program
- e. Faculty Summer Institutes

The college has continued to support programs which were created under the aegis of its earlier Title III grant, specifically the Writing Center, the ASC and MaSH, all of which have coordinators with released time as well as clerical staff. (4.2)

SCC has consistently used Basic Skills Initiative funds to support projects identified by basic skills faculty as essential to program and institutional learning outcomes. (4.3)

Several faculty development workshops on outcomes and assessment protocols have been sponsored by the Faculty Development Committee. These have included training in the development, assessment and documentation of both SLOs and PSLOs. (4.4)

Finally, the Budget Committee investigates availability of funding for needs identified in the program review process and communicates with program leaders regarding its findings.

PROFICIENCY RUBRIC STATEMENT 5: COMPREHENSIVE ASSESSMENT REPORTS EXIST AND ARE COMPLETED AND UPDATED ON A REGULAR BASIS.

Standards: I.A.1; I.B; I.B.3; I.B.5; I.B.6; II.A.2.a; II.B.

EXAMPLES OF EVIDENCE: Documentation on the process and cycle of SLO assessment, including results of cycles of assessment. Copies of summative assessment reports, with actual learning outcomes.

PROFICIENCY RUBRIC STATEMENT 5: NARRATIVE RESPONSE

The College has developed a Statement on the Standards of Assessment Practice for Instructional Programs. (5.1) In accordance with this policy, each program assesses each of its courses every three years as part of the program review process. Program leaders complete SLO and PSLO reports, which are submitted to the OIE&A, which archives the reports, evaluates their completeness, tracks assessment cycles, and creates and disseminates a summary report of SLO assessment activities. (5.2 to 5.5) The OIE&A uses its home-grown SLO tracking databases to monitor assessment cycles and send periodic reminders to departments and programs to submit their SLO reports. (5.6)

Student services programs report annually on their SLO assessment results using the procedures established in the Statement on Standards of Assessment Practice in Student Services Programs (5.7,

5.8). An ongoing dialogue of assessment results and a continual process to enhance the assessment framework occur in meetings, workshops and retreats attended by student services staff. (5.9, 5.10)

In 2012-2013, the college will implement TaskStream, which will streamline this process. The college anticipates that this assessment management system will facilitate the mapping of course, program, student services and institutional assessment results and will help in generating reports.

PROFICIENCY RUBRIC STATEMENT 6: COURSE STUDENT LEARNING OUTCOMES ARE ALIGNED WITH DEGREE STUDENT LEARNING OUTCOMES.

Standards: II.A.2.e; II.A.2.f; II.A.2.i.

EXAMPLES OF EVIDENCE: Documentation on the alignment/integration of course level outcomes with program outcomes. Description could include curriculum mapping or other alignment activities. Samples across the curriculum of institutional outcomes mapped to program outcomes.

PROFICIENCY RUBRIC STATEMENT 6: NARRATIVE RESPONSE

Every degree or certificate program maps its PSLOs to the required courses for that program on a form developed and disseminated by SLOARC and OIE&A. (6.1) PSLOs are also mapped to the institutional student learning outcomes, and this information is stored in CurricUNET.

All course SLOs have been mapped to the institutional SLOs in the CurricUNET system. (6.2) Every four years, as part of the curriculum review process, faculty are required to review each course SLO and verify its alignment with the institutional learning outcomes.

PROFICIENCY RUBRIC STATEMENT 7: STUDENTS DEMONSTRATE AWARENESS OF GOALS AND PURPOSES OF COURSES AND PROGRAMS IN WHICH THEY ARE ENROLLED.

Standards: I.B.5; II.A.6; II.A.6.a; II.B.

EXAMPLES OF EVIDENCE: Documentation on means the college uses to inform students of course and program purposes and outcomes. Samples across the curriculum of: course outlines of record and syllabi with course SLOs; program and institutional SLOs in catalog.

PROFICIENCY RUBRIC STATEMENT 7: NARRATIVE RESPONSE

College policy requires that course-level SLOs be printed on the syllabus and course outline for each course. (7.1, 7.2) The syllabi are filed in the division deans' offices for review and to ensure compliance with college and division standards. All course outlines are housed in CurricUNET and accessible to the public. Students can also find course and program SLOs on the individual web pages of departments and programs and on the SLOARC website. (7.3, 7.4) In order to provide yet another vehicle through which outcomes are communicated to students, future SCC college catalogs will

include PSLOs. ILOs are already included in the catalog. (7.5)

The SCC Student Satisfaction Survey includes questions on students' perception of the ILOs. Students' awareness of course and program SLOs will be measured in future student surveys. (7.6)

SELF-ASSESSMENT ON LEVEL OF IMPLEMENTATION:

YOU PLANNED TO ADDRESS NEEDED IMPROVEMENTS? WHAT LEVEL OF SLO IMPLEMENTATION WOULD YOU ASSIGN YOUR COLLEGE? WHY? WHAT EFFORTS HAVE YOU PLANNED TO ADDRESS NEEDED IMPROVEMENTS?

SELF-ASSESSMENT ON LEVEL OF IMPLEMENTATION: NARRATIVE RESPONSE

The college has reached proficiency on SLO implementation. Courses are cycled through the assessment protocol on a timeline established by the program within the approved framework determined by the Academic Senate, CIC, SLOARC and department chairs. Assessment results are used at the course level to improve student learning and at the program level to demonstrate program results and student achievement. Additionally, assessment results have been used in decisions to revise curriculum, to seek grants, to establish new college offices and positions, and to continue and/or increase funding for services deemed essential to student success, such as the ASC, MaSH, the Writing Center, Supplemental Instruction, and various Student Services programs.

In the next year, the addition of TaskStream will streamline reporting and analysis of assessment data. The college is refining its outcomes protocols by strengthening formal links between assessment results, planning and resource allocation; by reviewing and modifying standing committees specifically charged with using assessment information in the college's decision-making processes; by creating clearer connections between assessment results and program/curriculum changes; and by developing more indirect assessments through which students can provide feedback about their program and college experiences and achievements. Finally, the college is taking steps to ensure that more intentional and regular documentation of assessment-related discussions and decisions occurs.

TABLE OF EVIDENCE: LIST THE EVIDENCE USED TO SUPPORT YOUR NARRATIVE REPORT, SECTION BY SECTION.

TABLE OF EVIDENCE (NO WORD COUNT LIMIT)

Statement 1

- 1.1 Snapshots of SLOARC and OIE&A websites
- 1.2 Statement on Standards of Assessment Practice for Instructional Programs

- 1.3 Course SLO Assessment report (e.g Math 160)
- 1.4 Course SLO Assessment Counts by Division
- 1.5 Program SLO mapping and Program Assessment Report
- 1.6 Program SLO Assessment Counts by Division
- 1.7 Snapshot of CurricUNET Course to ILO and Program to ILO mappings
- 1.8 SCC Student Satisfaction Survey
- 1.9 Snapshot of Student Services SLO website
- 1.10 Statement on Standards of Assessment Practice for Student Services Programs
- 1.11 Counseling SLO assessment report.
- 1.12 Academic Program Review Report

Statement 2

- 2.1 Title V Grant Documenting SLO Assessment, Math & Science Needs (excerpt)
- 2.2 Committee agendas/minutes
- 2.3 Title V List of OIEA consultation logs, workshops, and institutes
- 2.4 SCC Title V Year 2 in Review – OIEA Accomplishments, STEM Accomplishments
- 2.5 Minutes from EMPC – Dialogue with Philosophy Dept. regarding program review documents
- 2.6 Example of Program Review – Philosophy Dept.
- 2.7 Title V and STEM2 Grant documentation on science and math needs
- 2.8 Documentation on Science FIG

Statement 3

- 3.1 Curriculum revision documentation
- 3.2 Example of Department meeting minutes with SLO discussion
- 3.3 Department Planning Portfolio
- 3.4 Example of Academic Program Review - English
- 3.5 Example of Early Alert System Report
- 3.6 EMPC minutes
- 3.7 EMPC flow chart/cycle

Statement 4

- 4.1 Title V Year in Review – List of Completed Projects
- 4.2 ASC Prog. Review
- 4.3 Basic Skills Initiative State Report 2012-13
- 4.4 Faculty Development Schedule of Seminars and Workshops – SLO Assessment Discussions

Statement 5

- 5.1 Statement on Standards of Assessment Practice for Instructional Programs
- 5.2 Completed Assessment cycle form (Chemistry)
- 5.3 Completed Course Assessment 5-column report (Sociology 112)
- 5.4 Program assessment report
- 5.5 Course and Program SLO Assessment Summary Reports from OIE&A
- 5.6 Snapshot of SLO Assessment Tracking database including calendar feature
- 5.7 Statement on Standards of Assessment Practice for Student Services Programs
- 5.8 Snapshot of Student Services SLO website
- 5.9 Pdf of Student Services Meeting

5.10 Pdf of Student Services Retreat and PowerPoint Presentation.

Statement 6

- 6.1 PSLO to course mapping form
- 6.2 Course SLO to ILO mapping in CurricUNET (e.g. Chemistry)

Statement 7

- 7.1 Example of course syllabus
- 7.2 Example of course outline
- 7.3 Snapshots of Economics and Biology web pages
- 7.4 Snapshot of SLOARC web page
- 7.5 SCC catalog page with Institutional Learning Outcomes
- 7.6 SCC Student Satisfaction Survey

Accrediting Commission for Community and Junior Colleges (ACCJC)

10 Commercial Blvd., Suite 204, Novato, CA 94949

Telephone: 415-506-0234 ♦ FAX: 415-506-0238 ♦ E-mail: accjc@accjc.org

Check Registers Submitted for Approval
Checks Written for Period 09/29/12 thru 10/12/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54920	General Fund Unrestricted	26,064.00	0.00	26,064.00	92*0327796	92*0327808
54921	General Fund Unrestricted	58,760.00	0.00	58,760.00	92*0327809	92*0327842
54922	General Fund Unrestricted	4,000.00	0.00	4,000.00	92*0327843	92*0327852
54946	General Fund Unrestricted	6,589.77	0.00	6,589.77	92*0327976	92*0327981
54949	General Fund Unrestricted	2,436.68	0.00	2,436.68	92*0327995	92*0328003
54950	General Fund Unrestricted	1,288.25	0.00	1,288.25	92*0328008	92*0328011
54952	General Fund Unrestricted	5,275.04	0.00	5,275.04	92*0328015	92*0328019
54958	General Fund Unrestricted	445.31	0.00	445.31	92*0328040	92*0328046
54959	General Fund Unrestricted	888.23	0.00	888.23	92*0328048	92*0328048
54960	General Fund Unrestricted	10,734.86	0.00	10,734.86	92*0328054	92*0328059
54961	General Fund Unrestricted	23,790.00	0.00	23,790.00	92*0328060	92*0328061
54962	General Fund Unrestricted	145,841.75	0.00	145,841.75	92*0328063	92*0328063
54964	General Fund Unrestricted	1,198.64	0.00	1,198.64	92*0328066	92*0328070
54965	General Fund Unrestricted	2,170.84	0.00	2,170.84	92*0328073	92*0328076
54966	General Fund Unrestricted	36,292.54	0.00	36,292.54	92*0328077	92*0328081
54967	General Fund Unrestricted	2,972.50	0.00	2,972.50	92*0328082	92*0328089
54968	General Fund Unrestricted	1,678.00	0.00	1,678.00	92*0328090	92*0328095
54973	General Fund Unrestricted	59,842.48	0.00	59,842.48	92*0328111	92*0328195
54974	General Fund Unrestricted	60,461.82	0.00	60,461.82	92*0328196	92*0328279
54975	General Fund Unrestricted	80,475.28	0.00	80,475.28	92*0328280	92*0328397
54976	General Fund Unrestricted	60,734.00	0.00	60,734.00	92*0328398	92*0328482
54977	General Fund Unrestricted	58,917.00	0.00	58,917.00	92*0328483	92*0328566
54978	General Fund Unrestricted	49,421.00	0.00	49,421.00	92*0328567	92*0328650
54979	General Fund Unrestricted	58,112.00	0.00	58,112.00	92*0328651	92*0328734
54980	General Fund Unrestricted	61,364.00	0.00	61,364.00	92*0328735	92*0328818
54981	General Fund Unrestricted	65,058.00	0.00	65,058.00	92*0328819	92*0328902
54982	General Fund Unrestricted	51,402.38	0.00	51,402.38	92*0328903	92*0328986
54983	General Fund Unrestricted	54,527.00	0.00	54,527.00	92*0328987	92*0329070
54984	General Fund Unrestricted	68,328.00	0.00	68,328.00	92*0329071	92*0329165
54986	General Fund Unrestricted	2,735.91	0.00	2,735.91	92*0329169	92*0329176
54987	General Fund Unrestricted	599.03	0.00	599.03	92*0329178	92*0329182
54988	General Fund Unrestricted	258.89	0.00	258.89	92*0329184	92*0329188
54989	General Fund Unrestricted	4,397.51	0.00	4,397.51	92*0329191	92*0329193
54990	General Fund Unrestricted	12,343.38	0.00	12,343.38	92*0329198	92*0329199
54991	General Fund Unrestricted	9,028.00	0.00	9,028.00	92*0329201	92*0329205
54992	General Fund Unrestricted	10,000.00	0.00	10,000.00	92*0329208	92*0329208
54993	General Fund Unrestricted	413.00	0.00	413.00	92*0329210	92*0329213
55000	General Fund Unrestricted	15,029.64	0.00	15,029.64	92*0329228	92*0329229
55001	General Fund Unrestricted	2,219.02	0.00	2,219.02	92*0329230	92*0329235
55004	General Fund Unrestricted	1,586.44	0.00	1,586.44	92*0329244	92*0329244
55005	General Fund Unrestricted	5,537.08	0.00	5,537.08	92*0329246	92*0329251

Check Registers Submitted for Approval
 Checks Written for Period 09/29/12 thru 10/12/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55006	General Fund Unrestricted	1,628.82	0.00	1,628.82	92*0329252	92*0329259
55007	General Fund Unrestricted	4,263.09	0.00	4,263.09	92*0329260	92*0329264
55009	General Fund Unrestricted	2,481.58	0.00	2,481.58	92*0329274	92*0329279
55011	General Fund Unrestricted	1,324.01	0.00	1,324.01	92*0329282	92*0329290
55013	General Fund Unrestricted	5,108.55	0.00	5,108.55	92*0329299	92*0329306
55014	General Fund Unrestricted	23.79	0.00	23.79	92*0329307	92*0329307
55015	General Fund Unrestricted	3,469.65	0.00	3,469.65	92*0329312	92*0329316
55017	General Fund Unrestricted	2,717.67	0.00	2,717.67	92*0329323	92*0329328
55022	General Fund Unrestricted	2,081.50	0.00	2,081.50	92*0329338	92*0329345
55025	General Fund Unrestricted	2,517.44	0.00	2,517.44	92*0329359	92*0329363
55026	General Fund Unrestricted	1,975.29	0.00	1,975.29	92*0329365	92*0329370
55027	General Fund Unrestricted	2,175.32	0.00	2,175.32	92*0329373	92*0329375
55030	General Fund Unrestricted	3,511.77	0.00	3,511.77	92*0329380	92*0329381
55031	General Fund Unrestricted	380.46	0.00	380.46	92*0329386	92*0329387
55032	General Fund Unrestricted	8,480.04	0.00	8,480.04	92*0329390	92*0329395
55033	General Fund Unrestricted	1,483.20	0.00	1,483.20	92*0329399	92*0329401
55034	General Fund Unrestricted	26,602.28	0.00	26,602.28	92*0329404	92*0329406
55035	General Fund Unrestricted	238.27	0.00	238.27	92*0329408	92*0329410
55037	General Fund Unrestricted	5,110.39	0.00	5,110.39	92*0329423	92*0329429
55038	General Fund Unrestricted	10,782.31	0.00	10,782.31	92*0329430	92*0329433
55039	General Fund Unrestricted	1,442.70	0.00	1,442.70	92*0329434	92*0329438
55042	General Fund Unrestricted	1,351.61	0.00	1,351.61	92*0329447	92*0329451
55043	General Fund Unrestricted	1,176.43	0.00	1,176.43	92*0329452	92*0329458
55048	General Fund Unrestricted	1,748.66	0.00	1,748.66	92*0329490	92*0329494
55055	General Fund Unrestricted	3,799.50	0.00	3,799.50	92*0329524	92*0329543
Total Fund 11 General Fund Unrestricted		<u>\$1,219,091.60</u>	<u>\$0.00</u>	<u>\$1,219,091.60</u>		

Check Registers Submitted for Approval
 Checks Written for Period 09/29/12 thru 10/12/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54947	General Fund Restricted	7,025.51	0.00	7,025.51	92*0327982	92*0327986
54948	General Fund Restricted	2,770.56	0.00	2,770.56	92*0327987	92*0327994
54950	General Fund Restricted	2,037.20	0.00	2,037.20	92*0328004	92*0328007
54951	General Fund Restricted	31,678.03	0.00	31,678.03	92*0328014	92*0328014
54952	General Fund Restricted	1,059.88	0.00	1,059.88	92*0328018	92*0328018
54958	General Fund Restricted	238.62	0.00	238.62	92*0328044	92*0328044
54959	General Fund Restricted	8,314.78	0.00	8,314.78	92*0328047	92*0328053
54961	General Fund Restricted	6,823.00	0.00	6,823.00	92*0328062	92*0328062
54964	General Fund Restricted	248.82	0.00	248.82	92*0328065	92*0328071
54965	General Fund Restricted	800.00	0.00	800.00	92*0328072	92*0328072
54987	General Fund Restricted	490.47	0.00	490.47	92*0329177	92*0329181
54988	General Fund Restricted	657.01	0.00	657.01	92*0329183	92*0329189
54989	General Fund Restricted	4,775.28	0.00	4,775.28	92*0329190	92*0329197
54990	General Fund Restricted	5,871.40	0.00	5,871.40	92*0329200	92*0329200
54991	General Fund Restricted	7,759.36	0.00	7,759.36	92*0329202	92*0329207
55004	General Fund Restricted	508.62	0.00	508.62	92*0329243	92*0329245
55007	General Fund Restricted	421.41	0.00	421.41	92*0329265	92*0329265
55008	General Fund Restricted	654.42	0.00	654.42	92*0329266	92*0329273
55011	General Fund Restricted	1,218.92	0.00	1,218.92	92*0329284	92*0329287
55012	General Fund Restricted	2,672.66	0.00	2,672.66	92*0329291	92*0329298
55014	General Fund Restricted	842.54	0.00	842.54	92*0329309	92*0329311
55016	General Fund Restricted	321.11	0.00	321.11	92*0329317	92*0329322
55018	General Fund Restricted	3,568.81	0.00	3,568.81	92*0329329	92*0329331
55023	General Fund Restricted	3,685.91	0.00	3,685.91	92*0329346	92*0329352
55024	General Fund Restricted	321.05	0.00	321.05	92*0329353	92*0329358
55025	General Fund Restricted	881.28	0.00	881.28	92*0329360	92*0329361
55026	General Fund Restricted	134.69	0.00	134.69	92*0329364	92*0329364
55027	General Fund Restricted	854.85	0.00	854.85	92*0329371	92*0329372
55030	General Fund Restricted	4,903.73	0.00	4,903.73	92*0329378	92*0329379
55031	General Fund Restricted	664.12	0.00	664.12	92*0329382	92*0329389
55032	General Fund Restricted	6,457.12	0.00	6,457.12	92*0329391	92*0329394
55033	General Fund Restricted	1,321.96	0.00	1,321.96	92*0329397	92*0329402
55034	General Fund Restricted	13,603.01	0.00	13,603.01	92*0329403	92*0329403
55035	General Fund Restricted	605.69	0.00	605.69	92*0329407	92*0329413
55036	General Fund Restricted	363.33	0.00	363.33	92*0329414	92*0329422
55042	General Fund Restricted	500.00	0.00	500.00	92*0329448	92*0329448
55043	General Fund Restricted	228.83	0.00	228.83	92*0329453	92*0329453
55044	General Fund Restricted	2,796.30	0.00	2,796.30	92*0329459	92*0329464
55045	General Fund Restricted	7,525.18	0.00	7,525.18	92*0329467	92*0329470
55046	General Fund Restricted	1,822.71	0.00	1,822.71	92*0329471	92*0329478
55047	General Fund Restricted	2,726.87	0.00	2,726.87	92*0329480	92*0329488

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55048	General Fund Restricted	200.00	0.00	200.00	92*0329489	92*0329489
55049	General Fund Restricted	1,786.42	0.00	1,786.42	92*0329495	92*0329502
55050	General Fund Restricted	829.15	0.00	829.15	92*0329503	92*0329507
55056	General Fund Restricted	1,286.13	0.00	1,286.13	92*0329544	92*0329546
Total Fund 12 General Fund Restricted		<u><u>\$144,256.74</u></u>	<u><u>\$0.00</u></u>	<u><u>\$144,256.74</u></u>		

Check Registers Submitted for Approval
 Checks Written for Period 09/29/12 thru 10/12/12

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54951	GF Unrestricted One-Time Func	92,620.80	0.00	92,620.80	92*0328012	92*0328013
54957	GF Unrestricted One-Time Func	1,607.52	0.00	1,607.52	92*0328037	92*0328039
54960	GF Unrestricted One-Time Func	3,092.78	0.00	3,092.78	92*0328056	92*0328058
54970	GF Unrestricted One-Time Func	24,402.82	0.00	24,402.82	92*0328100	92*0328108
54985	GF Unrestricted One-Time Func	2,974.05	0.00	2,974.05	92*0329166	92*0329168
54992	GF Unrestricted One-Time Func	14,256.00	0.00	14,256.00	92*0329209	92*0329209
54999	GF Unrestricted One-Time Func	224,039.97	0.00	224,039.97	92*0329225	92*0329227
55003	GF Unrestricted One-Time Func	15,016.68	0.00	15,016.68	92*0329242	92*0329242
55005	GF Unrestricted One-Time Func	2,855.38	0.00	2,855.38	92*0329249	92*0329249
55010	GF Unrestricted One-Time Func	1,228.51	0.00	1,228.51	92*0329280	92*0329281
55014	GF Unrestricted One-Time Func	162.92	0.00	162.92	92*0329308	92*0329308
55032	GF Unrestricted One-Time Func	3,521.28	0.00	3,521.28	92*0329393	92*0329396
55041	GF Unrestricted One-Time Func	11,956.67	0.00	11,956.67	92*0329443	92*0329445
55042	GF Unrestricted One-Time Func	1,392.00	0.00	1,392.00	92*0329446	92*0329446
55045	GF Unrestricted One-Time Func	11,880.00	0.00	11,880.00	92*0329465	92*0329466
55046	GF Unrestricted One-Time Func	212.95	0.00	212.95	92*0329479	92*0329479
Total Fund 13 GF Unrestricted One-Time		<u>\$411,220.33</u>	<u>\$0.00</u>	<u>\$411,220.33</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54953	Child Development Fund	2,701.56	0.00	2,701.56	92*0328020	92*0328026
54969	Child Development Fund	9,572.29	0.00	9,572.29	92*0328096	92*0328099
54994	Child Development Fund	2,817.42	0.00	2,817.42	92*0329214	92*0329218
55002	Child Development Fund	2,756.13	0.00	2,756.13	92*0329236	92*0329241
55019	Child Development Fund	977.23	0.00	977.23	92*0329332	92*0329334
55040	Child Development Fund	1,133.27	0.00	1,133.27	92*0329439	92*0329442
55051	Child Development Fund	2,928.65	0.00	2,928.65	92*0329508	92*0329511
55057	Child Development Fund	322.53	0.00	322.53	92*0329547	92*0329547
Total Fund 33 Child Development Fund		<u>\$23,209.08</u>	<u>\$0.00</u>	<u>\$23,209.08</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54971	Capital Outlay Projects Fund	34,752.40	0.00	34,752.40	92*0328109	92*0328109
54972	Capital Outlay Projects Fund	1,900.00	0.00	1,900.00	92*0328110	92*0328110
54996	Capital Outlay Projects Fund	23,650.23	0.00	23,650.23	92*0329222	92*0329222
55020	Capital Outlay Projects Fund	12,132.00	0.00	12,132.00	92*0329335	92*0329335
55054	Capital Outlay Projects Fund	2,448.10	0.00	2,448.10	92*0329522	92*0329523
Total Fund 41 Capital Outlay Projects Fu		<u><u>\$74,882.73</u></u>	<u><u>\$0.00</u></u>	<u><u>\$74,882.73</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54954	Bond Fund, Measure E	34,748.00	0.00	34,748.00	92*0328027	92*0328029
54955	Bond Fund, Measure E	573,951.84	0.00	573,951.84	92*0328030	92*0328033
54963	Bond Fund, Measure E	44,285.55	0.00	44,285.55	92*0328064	92*0328064
54995	Bond Fund, Measure E	1,176.42	0.00	1,176.42	92*0329219	92*0329221
55052	Bond Fund, Measure E	68,656.96	0.00	68,656.96	92*0329512	92*0329519
55053	Bond Fund, Measure E	61,407.50	0.00	61,407.50	92*0329520	92*0329521
55058	Bond Fund, Measure E	138,864.22	0.00	138,864.22	92*0329548	92*0329549
55059	Bond Fund, Measure E	101,240.73	0.00	101,240.73	92*0329550	92*0329554
55060	Bond Fund, Measure E	228,694.82	0.00	228,694.82	92*0329555	92*0329559
55061	Bond Fund, Measure E	102,918.95	0.00	102,918.95	92*0329560	92*0329562
Total Fund 42 Bond Fund, Measure E		<u>\$1,355,944.99</u>	<u>\$0.00</u>	<u>\$1,355,944.99</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54956	Property and Liability Fund	15,807.35	0.00	15,807.35	92*0328034	92*0328036
54998	Property and Liability Fund	5,291.65	0.00	5,291.65	92*0329224	92*0329224
55028	Property and Liability Fund	5,425.69	0.00	5,425.69	92*0329376	92*0329376
55062	Property and Liability Fund	10,236.40	0.00	10,236.40	92*0329563	92*0329564
Total Fund 61 Property and Liability Fund		<u><u>\$36,761.09</u></u>	<u><u>\$0.00</u></u>	<u><u>\$36,761.09</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
54997	Workers' Compensation Fund	320.66	0.00	320.66	92*0329223	92*0329223
55021	Workers' Compensation Fund	67.60	0.00	67.60	92*0329336	92*0329337
Total Fund 62 Workers' Compensation Fu		<u><u>\$388.26</u></u>	<u><u>\$0.00</u></u>	<u><u>\$388.26</u></u>		

55029	Student Financial Aid Fund	52.00	0.00	52.00	92*0329377	92*0329377
Total Fund 74 Student Financial Aid Fund		<u><u>\$52.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$52.00</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	1,219,091.60
Total Fund 12 General Fund Restricted	144,256.74
Total Fund 13 GF Unrestricted One-Time Fund	411,220.33
Total Fund 33 Child Development Fund	23,209.08
Total Fund 41 Capital Outlay Projects Fund	74,882.73
Total Fund 42 Bond Fund, Measure E	1,355,944.99
Total Fund 61 Property and Liability Fund	36,761.09
Total Fund 62 Workers' Compensation Fund	388.26
Total Fund 74 Student Financial Aid Fund	52.00
Grand Total:	<u><u>\$3,265,806.82</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 09/11/2012 To 09/30/2012
Board Meeting on 10/22/2012**

BACKGROUND

The California Administration Code, Title 5, §58307 requires Board approval of budget transfers between major objects and budget adjustments, increases and decreases by major object code, for each fund.

ANALYSIS

This listing, broken down by fund, provides by major object code the total of budget transfers/adjustments for the period and fund indicated. Each budget transfer/adjustment supporting these totals is kept on file in the Business Operations and Fiscal Services department. Additional information will be provided upon request.

BUDGET TRANSFERS		From	To
<u>Fund 11: General Fund Unrestricted</u>			
1000	ACADEMIC SALARIES	2,225	
2000	CLASSIFIED SALARIES		11,937
3000	EMPLOYEE BENEFITS		2,225
4000	SUPPLIES & MATERIALS	6,116	
5000	OTHER OPERATING EXP & SERVICES		55,450
6000	CAPITAL OUTLAY	61,271	
Total Transfer Fund 11		\$69,612	\$69,612
<u>Fund 12: General Fund Restricted</u>			
1000	ACADEMIC SALARIES		97,836
2000	CLASSIFIED SALARIES	32,073	
3000	EMPLOYEE BENEFITS		91,822
4000	SUPPLIES & MATERIALS	81,805	
5000	OTHER OPERATING EXP & SERVICES	29,002	
6000	CAPITAL OUTLAY		45,494
7000	OTHER OUTGO		15,384
7900	RESERVE FOR CONTINGENCIES	107,656	
Total Transfer Fund 12		\$250,536	\$250,536
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
1000	ACADEMIC SALARIES	120,424	
3000	EMPLOYEE BENEFITS		3,490
5000	OTHER OPERATING EXP & SERVICES		104,934
6000	CAPITAL OUTLAY		12,000
7900	RESERVE FOR CONTINGENCIES		386,811
Total Transfer Fund 13		\$120,424	\$507,235
<u>Fund 21: Bond Int & Red Fund, Series A</u>			
7900	RESERVE FOR CONTINGENCIES		1,458,575
Total Transfer Fund 21		\$0	\$1,458,575
<u>Fund 22: Bond Int & Red Fund, Series B</u>			
7900	RESERVE FOR CONTINGENCIES		1,856,851
Total Transfer Fund 22		\$0	\$1,856,851
<u>Fund 23: Bond Int & Red Fund, Series C</u>			
7900	RESERVE FOR CONTINGENCIES		1,265,960
Total Transfer Fund 23		\$0	\$1,265,960
<u>Fund 31: Bookstore Fund</u>			
7900	RESERVE FOR CONTINGENCIES		115,139
Total Transfer Fund 31		\$0	\$115,139
<u>Fund 33: Child Development Fund</u>			

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 09/11/2012 To 09/30/2012
Board Meeting on 10/22/2012

BUDGET TRANSFERS		From	To
1000	ACADEMIC SALARIES		725
2000	CLASSIFIED SALARIES	4,200	
3000	EMPLOYEE BENEFITS	4,035	
4000	SUPPLIES & MATERIALS		1,178
5000	OTHER OPERATING EXP & SERVICES		6,332
Total Transfer Fund 33		\$8,235	\$8,235
<u>Fund 61: Property and Liability Fund</u>			
6000	CAPITAL OUTLAY		7,250
7900	RESERVE FOR CONTINGENCIES		289,891
Total Transfer Fund 61		\$0	\$297,141
<u>Fund 62: Workers' Compensation Fund</u>			
4000	SUPPLIES & MATERIALS		2,000
7900	RESERVE FOR CONTINGENCIES	2,000	
Total Transfer Fund 62		\$2,000	\$2,000
<u>Fund 71: Associated Students Fund</u>			
7900	RESERVE FOR CONTINGENCIES		151
Total Transfer Fund 71		\$0	\$151
<u>Fund 76: Community Education Fund</u>			
7900	RESERVE FOR CONTINGENCIES	16,085	
Total Transfer Fund 76		\$16,085	\$0
<u>Fund 79: Diversified Trust Fund</u>			
7900	RESERVE FOR CONTINGENCIES		8,439
Total Transfer Fund 79		\$0	\$8,439
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 11: General Fund Unrestricted</u>			
8600	STATE REVENUES	(84,371)	
7900	RESERVE FOR CONTINGENCIES		(84,371)
Total Transfer Fund 11		\$(84,371)	\$(84,371)
<u>Fund 12: General Fund Restricted</u>			
8100	FEDERAL REVENUES	(329,585)	
8600	STATE REVENUES	190,284	
8800	LOCAL REVENUES	3,186	
1000	ACADEMIC SALARIES		97,706
2000	CLASSIFIED SALARIES		(166,072)
3000	EMPLOYEE BENEFITS		(35,878)
4000	SUPPLIES & MATERIALS		(41,034)
5000	OTHER OPERATING EXP & SERVICES		(5,874)
6000	CAPITAL OUTLAY		(11,263)
7000	OTHER OUTGO		26,300
Total Transfer Fund 12		\$(136,115)	\$(136,115)
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
8800	LOCAL REVENUES	17,398	
1000	ACADEMIC SALARIES		3,328
2000	CLASSIFIED SALARIES		11,300
3000	EMPLOYEE BENEFITS		2,770
Total Transfer Fund 13		\$17,398	\$17,398

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 09/11/2012 To 09/30/2012
Board Meeting on 10/22/2012**

The attached listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

RECOMMENDATION

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

Printed: 10/9/2012 11:06:55AM

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 09/11/2012 To 09/30/2012
Board Meeting on 10/22/2012**

This listing provides detailed transfers between major object codes equal to or greater than \$25,000, and all transfers affecting 79XX object to establish new revenue and expense budgets. In each case, a brief explanation is stated.

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
B010253 09/12/12		
5000 OTHER OPERATING EXP & SERVICES		62,000
6000 CAPITAL OUTLAY	62,000	
Total Reference B010253	\$62,000	\$62,000
Reason: Adjustment		
Description: RSCCD ITS Wireless SCC project cabling/wireless access.		
<u>Fund 12: General Fund Restricted</u>		
B010171 09/11/12		
4000 SUPPLIES & MATERIALS		8,995
5000 OTHER OPERATING EXP & SERVICES		788
7900 RESERVE FOR CONTINGENCIES	9,783	
Total Reference B010171	\$9,783	\$9,783
Reason: Special Project Adjustment		
Description: SCC Stu H&W restoring zeroed out accts from rollover.		
B010300 09/17/12		
4000 SUPPLIES & MATERIALS	76,296	
5000 OTHER OPERATING EXP & SERVICES		61,061
6000 CAPITAL OUTLAY		15,235
Total Reference B010300	\$76,296	\$76,296
Reason: Special Project Adjustment		
Description: SP2390 SAC Lottery to SAC departments.		
B010316 09/18/12		
5000 OTHER OPERATING EXP & SERVICES	40,746	
6000 CAPITAL OUTLAY		40,746
Total Reference B010316	\$40,746	\$40,746
Reason: Special Project Adjustment		
Description: SAC AUTO/CTEA Fed equipment: Snap-On Diag Certificate equip		
B010349 09/24/12		
1000 ACADEMIC SALARIES		87,677
2000 CLASSIFIED SALARIES		990
3000 EMPLOYEE BENEFITS		40,678
4000 SUPPLIES & MATERIALS	16,866	
5000 OTHER OPERATING EXP & SERVICES	24,606	
7900 RESERVE FOR CONTINGENCIES	87,873	
Total Reference B010349	\$129,345	\$129,345
Reason: Special Project Adjustment		
Description: SP3450 SAC Health Services FY 12/13		
B010374 09/28/12		
5000 OTHER OPERATING EXP & SERVICES		10,000
7900 RESERVE FOR CONTINGENCIES	10,000	
Total Reference B010374	\$10,000	\$10,000
Reason: Special Project Adjustment		
Description: SP3450 SAC Hlth Ctr new floor replacement.		
<u>Fund 13: GF Unrestricted One-Time Funds</u>		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 09/11/2012 To 09/30/2012
Board Meeting on 10/22/2012**

BUDGET TRANSFERS	From	To
B010249 09/12/12		
1000 ACADEMIC SALARIES	120,424	
3000 EMPLOYEE BENEFITS		3,490
5000 OTHER OPERATING EXP & SERVICES		104,934
6000 CAPITAL OUTLAY		12,000
Total Reference B010249	\$120,424	\$120,424
Reason: Special Project Adjustment		
Description: Allocate funds for Int'l Stdnt Program phase I FY12/13		
B010321 09/18/12		
7900 RESERVE FOR CONTINGENCIES		386,811
Total Reference B010321	\$0	\$386,811
Reason: Adjustment		
Description: Adjust ending fund balance after audit.		
<u>Fund 21: Bond Int & Red Fund, Series A</u>		
B010321 09/18/12		
7900 RESERVE FOR CONTINGENCIES		1,458,575
Total Reference B010321	\$0	\$1,458,575
Reason: Adjustment		
Description: Adjust ending fund balance after audit.		
<u>Fund 22: Bond Int & Red Fund, Series B</u>		
B010321 09/18/12		
7900 RESERVE FOR CONTINGENCIES		1,856,851
Total Reference B010321	\$0	\$1,856,851
Reason: Adjustment		
Description: Adjust ending fund balance after audit.		
<u>Fund 23: Bond Int & Red Fund, Series C</u>		
B010321 09/18/12		
7900 RESERVE FOR CONTINGENCIES		1,265,960
Total Reference B010321	\$0	\$1,265,960
Reason: Adjustment		
Description: Adjust ending fund balance after audit.		
<u>Fund 31: Bookstore Fund</u>		
B010268 09/12/12		
7900 RESERVE FOR CONTINGENCIES		115,139
Total Reference B010268	\$0	\$115,139
Reason: Adjustment		
Description: Adjust ending fund balance.		
<u>Fund 61: Property and Liability Fund</u>		
B010167 09/11/12		
6000 CAPITAL OUTLAY		150
7900 RESERVE FOR CONTINGENCIES	150	
Total Reference B010167	\$150	\$150
Reason: Adjustment		
Description: Risk Mgmt-SAC M&O camera system.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 09/11/2012 To 09/30/2012
Board Meeting on 10/22/2012**

BUDGET TRANSFERS	From	To
B010318 09/18/12		
6000 CAPITAL OUTLAY		7,100
7900 RESERVE FOR CONTINGENCIES	7,100	
Total Reference B010318	\$7,100	\$7,100
Reason: Adjustment		
Description: Risk Mgmt DO camera system		
B010321 09/18/12		
7900 RESERVE FOR CONTINGENCIES		297,141
Total Reference B010321	\$0	\$297,141
Reason: Adjustment		
Description: Adjust ending fund balance after audit.		
<u>Fund 62: Workers' Compensation Fund</u>		
B010286 09/14/12		
4000 SUPPLIES & MATERIALS		2,000
7900 RESERVE FOR CONTINGENCIES	2,000	
Total Reference B010286	\$2,000	\$2,000
Reason: Adjustment		
Description: Risk Mgmt ergonomic equip		
<u>Fund 71: Associated Students Fund</u>		
B010268 09/12/12		
7900 RESERVE FOR CONTINGENCIES		151
Total Reference B010268	\$0	\$151
Reason: Adjustment		
Description: Adjust ending fund balance.		
<u>Fund 76: Community Education Fund</u>		
B010321 09/18/12		
7900 RESERVE FOR CONTINGENCIES		16,085
Total Reference B010321	\$16,085	\$0
Reason: Adjustment		
Description: Adjust ending fund balance after audit.		
<u>Fund 79: Diversified Trust Fund</u>		
B010268 09/12/12		
7900 RESERVE FOR CONTINGENCIES		8,439
Total Reference B010268	\$0	\$8,439
Reason: Adjustment		
Description: Adjust ending fund balance.		
BUDGET INCREASES AND DECREASES		
	Revenue	Appropriation
<u>Fund 11: General Fund Unrestricted</u>		
B010368 09/27/12		
8600 STATE REVENUES	(84,371)	
7900 RESERVE FOR CONTINGENCIES		(84,371)
Total Reference B010368	\$(84,371)	\$(84,371)
Reason: Special Project Adjustment		
Description: Adj unrestr Lottery to reflect Chancellor's office rate.		
<u>Fund 12: General Fund Restricted</u>		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 09/11/2012 To 09/30/2012
Board Meeting on 10/22/2012**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B010192	09/11/12		
8600	STATE REVENUES	(46,933)	
1000	ACADEMIC SALARIES		(4,850)
3000	EMPLOYEE BENEFITS		(683)
5000	OTHER OPERATING EXP & SERVICES		(41,400)
Total Reference B010192		\$(46,933)	\$(46,933)
Reason:	Special Project Adjustment		
Description:	SP2049-2055 BSI SAC COB 10/11 award spent by 6/30/13.		
B010218	09/12/12		
8600	STATE REVENUES	(74,632)	
4000	SUPPLIES & MATERIALS		(4,646)
5000	OTHER OPERATING EXP & SERVICES		(69,986)
Total Reference B010218		\$(74,632)	\$(74,632)
Reason:	Special Project Adjustment		
Description:	YEP Faculty Mini-Grant Yr 2		
B010222	09/12/12		
8600	STATE REVENUES	81,810	
1000	ACADEMIC SALARIES		77,891
2000	CLASSIFIED SALARIES		6,474
3000	EMPLOYEE BENEFITS		10,488
4000	SUPPLIES & MATERIALS		(80)
5000	OTHER OPERATING EXP & SERVICES		(12,963)
Total Reference B010222		\$81,810	\$81,810
Reason:	Special Project Adjustment		
Description:	SP2049-2055 BSI SAC COB 10/11 award spent by 6/30/13.		
B010234	09/12/12		
8100	FEDERAL REVENUES	44,510	
5000	OTHER OPERATING EXP & SERVICES		44,510
Total Reference B010234		\$44,510	\$44,510
Reason:	Special Project Adjustment		
Description:	Fund conf for college wide across CTE Program		
B010252	09/12/12		
8600	STATE REVENUES	74,632	
4000	SUPPLIES & MATERIALS		4,646
5000	OTHER OPERATING EXP & SERVICES		69,986
Total Reference B010252		\$74,632	\$74,632
Reason:	Special Project Adjustment		
Description:	SP2300 YEP-BEC Faculty Mini Grant FY 12/13.		
B010266	09/12/12		
8100	FEDERAL REVENUES	(453,004)	
1000	ACADEMIC SALARIES		(147,038)
2000	CLASSIFIED SALARIES		(193,732)
3000	EMPLOYEE BENEFITS		(81,944)
4000	SUPPLIES & MATERIALS		(6,490)
5000	OTHER OPERATING EXP & SERVICES		(23,800)
Total Reference B010266		\$(453,004)	\$(453,004)
Reason:	Delete Budget		
Description:	DELB#1902 WIA yr2, correct BMPR13207/BMPR13208.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 09/11/2012 To 09/30/2012
Board Meeting on 10/22/2012**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B010267	09/12/12		
8100	FEDERAL REVENUES	(45,298)	
5000	OTHER OPERATING EXP & SERVICES		(45,298)
Total Reference B010267		\$(45,298)	\$(45,298)
Reason:	Delete Budget		
Description:	DELB#1902 WIA yr2, correct Bmpr13207/Bmpr13208.		
B010278	09/13/12		
8100	FEDERAL REVENUES	(52,082)	
1000	ACADEMIC SALARIES		39,125
2000	CLASSIFIED SALARIES		(62,416)
3000	EMPLOYEE BENEFITS		(29,482)
4000	SUPPLIES & MATERIALS		(624)
5000	OTHER OPERATING EXP & SERVICES		1,315
Total Reference B010278		\$(52,082)	\$(52,082)
Reason:	New Budget		
Description:	NEWB#1580 Job Dev TPP Disab Workability III.		
B010284	09/13/12		
8100	FEDERAL REVENUES	(41,541)	
2000	CLASSIFIED SALARIES		(24,693)
3000	EMPLOYEE BENEFITS		(9,539)
4000	SUPPLIES & MATERIALS		(622)
5000	OTHER OPERATING EXP & SERVICES		(6,687)
Total Reference B010284		\$(41,541)	\$(41,541)
Reason:	Delete Budget		
Description:	SP1614 WBC yr5/5 ended 9/29/11 Zero out existing budget.		
B010302	09/17/12		
8100	FEDERAL REVENUES	262,340	
1000	ACADEMIC SALARIES		51,982
2000	CLASSIFIED SALARIES		118,141
3000	EMPLOYEE BENEFITS		60,295
4000	SUPPLIES & MATERIALS		4,320
5000	OTHER OPERATING EXP & SERVICES		22,702
6000	CAPITAL OUTLAY		3,900
7000	OTHER OUTGO		1,000
Total Reference B010302		\$262,340	\$262,340
Reason:	New Budget		
Description:	NEWB#1656 SSS Prog IV yr2		
B010303	09/17/12		
8100	FEDERAL REVENUES	(71,314)	
5000	OTHER OPERATING EXP & SERVICES		(71,314)
Total Reference B010303		\$(71,314)	\$(71,314)
Reason:	Special Project Adjustment		
Description:	SP1030 SAC Bridge to Engineerg Indrct alloc from DO to SAC		
B010304	09/17/12		
8100	FEDERAL REVENUES	71,314	
5000	OTHER OPERATING EXP & SERVICES		71,314
Total Reference B010304		\$71,314	\$71,314
Reason:	Special Project Adjustment		
Description:	SP1030 SAC Bridge to Engineerg Indrct alloc from DO to SAC.		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT
From 09/11/2012 To 09/30/2012
Board Meeting on 10/22/2012**

BUDGET INCREASES AND DECREASES

Revenue Appropriation

B010354	09/25/12			
8600	STATE REVENUES		211,435	
1000	ACADEMIC SALARIES			37,572
3000	EMPLOYEE BENEFITS			15,286
4000	SUPPLIES & MATERIALS			13,250
5000	OTHER OPERATING EXP & SERVICES			129,474
6000	CAPITAL OUTLAY			15,853

Total Reference B010354			\$211,435	\$211,435
--------------------------------	--	--	------------------	------------------

Reason: New Budget
Description: NEWB#2552 SCC Student Mental Health Program.

B010369	09/27/12			
8600	STATE REVENUES		(56,246)	
4000	SUPPLIES & MATERIALS			(49,769)
5000	OTHER OPERATING EXP & SERVICES			(2,778)
6000	CAPITAL OUTLAY			(3,699)

Total Reference B010369			\$(56,246)	\$(56,246)
--------------------------------	--	--	-------------------	-------------------

Reason: Special Project Adjustment
Description: SP2390 SAC adj Lottery reflect Chancellor's office projection

RECOMMENDATION

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

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Acceptance of 2011-12 Citizens' Bond Oversight Committee Annual Report	
Action:	Request for Acceptance	

BACKGROUND

With the district's successful passage of the Measure E Bond in November 2002, the Board of Trustees appointed a Citizens' Bond Oversight Committee to comply with the requirements of Proposition 39. One of the responsibilities and duties of the Bond Oversight Committee is to report annually to the Board of Trustees and the community on the district's compliance on all the requirements of a Proposition 39 bond including the annual financial and performance audits. This annual report has been reviewed by the Citizens' Bond Oversight Committee at its October 11, 2012 meeting and has approved the report.

ANALYSIS

A copy of the report was provided with the Board docket. Printed copies of this report will be available to the community at their request. The report, in pdf format, is also available on the district website at: <http://rsccd.edu/apps/rpub.asp?Q=1304>. This report covers bond funded activities for the July 1, 2011 – June 30, 2012 period and financial information on fiscal year July 1, 2011 – June 30, 2012.

RECOMMENDATION

It is recommended that the Board of Trustees accept the Citizens' Bond Oversight Committee Annual Report to the Community for 2011-12 as presented.

Fiscal Impact:	None	Board Date: October 10, 2012
Prepared by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To: Board of Trustees	Date: October 22, 2012
Re: Approval of Contract with SchoolsFirst Federal Credit Union to Provide ATM Services throughout the District	
Action: Request for Approval	

BACKGROUND

The District and the Rancho Santiago Community College District Foundation (RSCCDF) originally contracted with SchoolsFirst Federal Credit Union (Previously Orange County Teachers Federal Credit Union) in 2003 to install and provide Automated Teller Machines (ATM) at Santiago Canyon College, Santa Ana College and at the District office. The contract term was extended in 2007. Due to the credit union's name change and the winding down of RSCCDF operations, it is necessary to create a new contract.

ANALYSIS

SchoolsFirst Federal Credit Union has provided the ATMs for nearly ten years and the District has been happy with the service, providing for convenient access to staff, students and the community. Due to the new Budget Allocation Model, the monthly commission of 50% of the total monthly surcharge revenue will be allocated based on each particular ATM location. Commencing July 1, 2012, ATM commissions generated at Santa Ana College and Santiago Canyon College will be credit to the colleges.

RECOMMENDATION

It is recommended that the Board of Trustees approve the contract with SchoolsFirst Federal Credit Union to provide ATM services as presented.

Fiscal Impact:	Estimated \$10,000 in yearly revenue	Board Date: October 22, 2012
Prepared by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

AUTOMATED TELLER MACHINE SITE LICENSE AND SERVICE AGREEMENT

This ATM Site License and Service Agreement ("Agreement") is effective this 23 day of October 2012 ("Effective Date") and is entered into by and between SchoolsFirst Federal Credit Union, (herein called "SchoolsFirst FCU"), with a principal place of business at 2115 North Broadway, Santa Ana, California 92711 and Rancho Santiago Community College District, (herein called "Licensor"), with a principal place of business at 2323 N. Broadway, Santa Ana, CA 92706-1640.

RECITALS

WHEREAS, Both Parties desire to have Automated Teller Machines (herein called "ATMs"), in all of the Facilities owned or leased by Licensor listed on Exhibit A attached hereto and made part hereof, (herein each called a "Facility and collectively, the "Facilities"). For purposes of this Agreement, ATMs shall include all devices functionally equivalent to an ATM whether they are referred to by their manufacturers as Licensor bank communication terminals, remote service units or otherwise; however, ATMs shall not include any machines which sell merchandise or perform transactions of a nature other than financial transactions; and

WHEREAS, SchoolsFirst FCU is specially trained, experienced and competent to provide, install, and maintain an ATM on Licensor's facilities, and participates in networks of financial institutions for the provision of electronic funds transfer services (an "EFT System"); and

WHEREAS, SchoolsFirst FCU previously installed and maintained the ATMs in accordance with that certain Automated Teller Machine Service Agreement dated January 1, 2003, (herein called "Previous ATM Agreement") entered into by and between SchoolsFirst FCU and Licensor. The Previous ATM Agreement expired in accordance with its own terms. This Agreement shall replace the Previous ATM Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which are acknowledged, the Parties to this Agreement do hereby agree as follows:

- 1.0 **License.**
Subject to the terms and conditions set forth in this Agreement (i) Licensor grants SchoolsFirst FCU the exclusive license to continue to provide one (1) ATM in each of the Facilities in the Approved Location (defined in 5.0), and (ii) SchoolsFirst FCU agrees to continue to operate an ATM in each of the Facilities in the Approved Location. Notwithstanding anything to the contrary in this Agreement, in no event shall SchoolsFirst FCU have the right or obligation to operate an ATM in any of the Facilities prior to the time such Facility is first open for business to the public.
- 2.0 **Term.**
This Agreement shall be in full force and effect for a period of three (3) years commencing on the Effective Date, (herein called "Initial Term"), subject to termination as hereinafter set forth. Renewal of this Agreement, (each, a "Renewal Term"), shall be upon mutual written consent of the Parties hereto. In the event that the Agreement is not renewed, Licensor shall surrender possession of the ATMs and all related equipment (the "ATM System") in good order and condition, reasonable wear and tear by use and damage by elements as expected. SchoolsFirst FCU, at its sole cost and expense, shall remove the ATM System from the Facilities. If, at any time during any Term (Initial or Renewal), SchoolsFirst FCU determines that the operation of any of the ATMs is not financially viable at a given location, SchoolsFirst FCU may terminate this Agreement as to such Facility, without any further liabilities or obligations, by providing Licensor with no less than ninety (90) days prior written Notice.
- 3.0 **Rent.**
SchoolsFirst FCU agrees to pay Licensor fifty percent (50%) of the total monthly surcharges received by SchoolsFirst FCU from the ATMs, it being understood that SchoolsFirst FCU is under no obligation to charge a surcharge at the ATMs. SchoolsFirst shall pay this sum no later than the 10th of each month. With each monthly remittance, SchoolsFirst shall provide Licensor a surcharge total, per location. The checks will be payable to RSCCD, ATTN: Assistant Vice Chancellor, Fiscal Services.
- 4.0 **Installation.**
 - 4.1 In the event an ATM is not already installed at a Facility prior to the Effective Date, SchoolsFirst FCU shall, as soon as reasonably possible after the later of the (i) Effective Date or (ii) time the applicable Facility is first open for business to the public and, except as otherwise provided herein, at it's sole expense, perform all acts necessary to install, operate, maintain and secure the ATM (the "New ATM") in all of the Facilities in the Approved Locations.

- 4.2 In connection therewith, SchoolsFirst FCU shall, at its sole expense, obtain all permits and approvals required by governmental authorities for the installation and operation of the New ATM in the Facilities and for all other work or activities SchoolsFirst FCU is required to perform or conduct under the terms of this Agreement, excluding, however, any permits and approvals required for the power installation for each New ATM (collectively, "Permits"). In no event shall SchoolsFirst FCU install or operate a New ATM in any Facility without first having obtained all necessary Permits for such Facility.
- 4.3 In the event that SchoolsFirst FCU cannot obtain the necessary Permits with respect to any Facility within three (3) months after the later of the (i) Effective Date or (ii) time the applicable Facility is first open for business to the public ("Approval Period"), either Party may, at any time after such Approval Period, terminate this Agreement only with respect to such Facility upon thirty (30) days' written notice to the other Party provided, however, that such termination shall be ineffective and void if during said thirty (30) day period SchoolsFirst FCU obtains the necessary Permits for such Facility
- 4.4 SchoolsFirst FCU shall give Licensor written notice of the date of installation and commencement or operation of the New ATM in a Facility. Any and all ATMs, whether a New ATM or an ATM installed prior to the Effective Date shall be and remain the sole property of SchoolsFirst FCU.

5.0 Location.

- 5.1 Licensor and SchoolsFirst FCU shall mutually agree, in writing, upon the location of the New ATM within each Facility ("Approved Location") as well as the layout and décor of the New ATM. Should the Parties, despite the exercise of good faith efforts, be unable to agree on the Approved Location for the New ATM within a Facility prior to the expiration of the Approval Period, either Party may, at any time after such Approval Period, terminate this Agreement only with respect to such Facility upon thirty (30) days' written notice to the other Party provided, however, that such termination shall be ineffective and void if during said thirty (30) day period the Parties agree on the Approved Location for the New ATM in such Facility.
- 5.2 Licensor may request that the location of the ATM within a particular Facility be changed. Any such relocation shall occur only with the express written consent of SchoolsFirst FCU. Licensor shall provide SchoolsFirst FCU thirty (30) day written notice prior to location change. Upon obtaining such written consent, the affected ATM shall be relocated to a location satisfying the applicable laws, rules, and regulations and a location of comparable visibility, accessibility and traffic as the original location. Licensor shall pay all costs associated with the relocation. Should the Parties be unable to agree upon a new location for the ATM within a particular Facility within forty five (45) days after SchoolsFirst FCU's receipt of Licensor's written request that the ATM location be changed, this Agreement shall terminate as to that particular Facility provided, however, that such termination shall be ineffective and void if during said forty five (45) day period the Parties agree on the new location for the ATM. In the event of any such termination, Licensor shall pay all expenses of removing the ATM and all related signage and improvements, and all costs of repairing damage caused by such removal.

6.0 Signs.

- 6.1 **Exterior.** SchoolsFirst FCU shall not have the right to install any exterior building signs unless SchoolsFirst FCU first obtains Licensor's prior written approval which Licensor may withhold in its reasonable discretion. Upon execution of this Agreement, it is agreed that Licensor is providing its prior written approval to the installation of the signage described in Exhibit B attached hereto and made part hereof. SchoolsFirst FCU shall pay all costs associated with the installation, operation, and maintenance of all approved exterior signs, except electrical power costs which shall be paid by Licensor.
- 6.2 **Interior.** SchoolsFirst FCU may provide and install a sign or signs, on or above each ATM that identifies it as an ATM owned by SchoolsFirst FCU and, while SchoolsFirst FCU is a participant in any EFT System, as an ATM available to such EFT System's cardholders. Such signs may include SchoolsFirst FCU and system logos as appropriate. SchoolsFirst FCU shall pay all costs associated with the installation, operation, and maintenance of all interior signs, except electrical power costs which shall be paid by Licensor.

7.0 Surcharging.

It is the current intent that Members of SchoolsFirst FCU or another credit union that is a member of The CO-OP Network will not pay a service charge for using an ATM. Other fees and/or surcharges may be assessed for users who have their accounts with other banks and financial institutions, or as otherwise determined by SchoolsFirst FCU, in its sole discretion. All fees and/or surcharges assessed to users of the ATMs will be determined by SchoolsFirst FCU in its sole discretion.

8.0 Responsibilities.

- 8.1 During the term of this Agreement, Licensor shall be responsible, at its expense, for:
- 8.1.1 Appointment of a representative to serve as a liaison between Licensor and SchoolsFirst FCU. The name of the representative shall be submitted in writing immediately following the Effective Date to SchoolsFirst FCU and any changes in the designation of the representative shall be immediately reported to SchoolsFirst FCU in writing;

- 8.1.2 The cost of electrical power sufficient to operate each ATM and/or New ATM and each approved sign;
 - 8.1.3 The sole responsibility for and control and maintenance of the Facilities, including but not limited to the access area to the ATM and any New ATM, walkways or sidewalks on the Property within fifty (50) feet of the ATM and any New ATM, and the parking area;
 - 8.1.4 Providing custodial services for such areas and will maintain the areas as may be reasonably necessary or required by law to promote the safety of persons on the property using the ATM System;
 - 8.1.5 Expeditiously reporting vandalism and/or exterior damage to SchoolsFirst FCU's central network control site;
 - 8.1.6 Providing SchoolsFirst FCU's maintenance personnel access at all times to the ATMs, including without limitation telephone access for local or toll free calls while servicing the ATMs;
 - 8.1.7 Comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances as it relates to Licensor's obligations here under; and
 - 8.1.8 Licensor will maintain current illumination of the ATMs at all times.
- 8.2 During the term of this Agreement, SchoolsFirst FCU or its designated agent shall be responsible for performing all necessary maintenance and service of the ATMs in order to keep the ATMs in good working condition at all times (said maintenance and service to be performed, to the extent practicable, between the hours of 8 a.m. through 9 p.m. local time each day) including, without limitation:
- 8.2.1 Appointment of a representative to serve as a liaison between SchoolsFirst FCU and Licensor. The name of the representative shall be submitted in writing immediately following the Effective Date to Licensor and any changes in the designation of the representative shall be immediately reported to Licensor in writing;
 - 8.2.2 Regularly scheduled and unscheduled emergency equipment diagnosis, servicing, repair, and maintenance, including replacement of parts;
 - 8.2.3 Maintenance of communication lines and communications' links to SchoolsFirst FCU's computer and to any applicable EFT System;
 - 8.2.4 Clearing and settlement of transactions;
 - 8.2.5 Providing cash, receipts, ribbons and other supplies as required;
 - 8.2.6 Comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances as it relates to the installation, operation, and maintenance of ATM System; and
 - 8.2.7 SchoolsFirst FCU will use its reasonable efforts to ensure that the ATMs are operational and available for use at all times when each Facility is open for business to the public

9.0 Utilities.

SchoolsFirst FCU shall pay all telephone charges for telephone lines involved in operating the ATMs and all other telecommunication expenses resulting from operation of the ATMs, including, without limitation, payment of all line fees and charges. Licensor shall be responsible to furnish, at its sole cost and expense, all lighting, air conditioning, heat, and electricity for each Facility, subject to SchoolsFirst's obligation to pay Licensor a monthly utility fees in the following amounts:

- Machine #2032, located at 2323 N. Broadway, Santa Ana, CA 92706 \$50 per month
- Machine #2002, located at 1530 W. 17th Street, Santa Ana, CA 92706, \$100 per month
- Machine #2003, located at 8045 E. Chapman Ave., Orange CA 92869, \$100 per month

Where such services are the responsibility of a third party, Licensor will use due diligence, at no cost or liability to SchoolsFirst FCU, to obtain conformance with this paragraph.

10.0 Security.

SchoolsFirst FCU acknowledges that Licensor is not an insurer of the ATMs. Licensor shall use the same degree of care in providing security to the ATMs as Licensor exercises for the Facilities but in no event less than commercially reasonable care and as expressly provided herein or required by applicable law. SchoolsFirst FCU agrees to indemnify, defend and hold Licensor harmless for any Costs as defined below, by virtue of a robbery or theft of the ATMs or its contents at the Facilities. The foregoing notwithstanding, SchoolsFirst FCU shall not indemnify, defend, or

hold Licensor harmless from any Costs, to the extent any such Costs result from Licensor's negligence, willful misconduct, breach of this Agreement or failure to comply with applicable law.

SchoolsFirst FCU shall have the right to install equipment including, but not limited to lighting fixtures, for security purposes in SchoolsFirst FCU's discretion but in no event less than the standard provided by applicable laws, rules, and regulations. Licensor shall cause all landscaping surrounding the ATM to comply with all applicable laws, rules, and regulations.

11.0 Personal Property; Taxes.

All equipment and other personal property used or placed upon the ATM site by SchoolsFirst FCU and each part thereof is and for all purposes shall remain SchoolsFirst FCU's personal property and shall not become or be considered real property or a part of a building, regardless of whether or by what means it is or may become attached or affixed to such building, and SchoolsFirst FCU may place on the ATM site a statement to this effect or any other statement SchoolsFirst FCU deems necessary or desirable to disclose and protect its interest in the ATM site and in the personal property. SchoolsFirst FCU shall pay during the term of this Agreement all taxes and assessments against all personal property placed in each Facility by SchoolsFirst FCU pursuant to this Agreement, including, without limitation, all license fees, taxes, and other charges which may be required to be paid by any city, county, state, or federal authorities for the use, operation, or maintenance of ATMs placed on such premises.

12.0 Indemnity.

12.1 Licensor agrees to indemnify, defend and hold harmless SchoolsFirst FCU, its agents, contractors and employees from and against all liabilities, claims, damages or loss, including, without limitation, damage to the ATMs and their contents, attorney fees, costs and expenses (collectively "Costs"), arising out of or resulting from Licensor's negligence or willful misconduct or Licensor's breach of its obligations pursuant to this Agreement.

12.2 Licensor shall obtain and maintain a policy of commercial general liability insurance insuring Licensor against claims for personal and advertising injury, bodily injury, and property damage. Such insurance shall be in an amount of not less than \$1,000,000 for personal and advertising injury and not less than \$1,000,000 for bodily injury and property damage.

12.3 SchoolsFirst FCU agrees to indemnify, defend and hold harmless Licensor, its agents, contractors and employees from and against all Costs arising out of or resulting from:

12.3.1 A users use of the ATM resulting from SchoolsFirst FCU's negligence or willful misconduct, except to the extent, if any, said Costs result from the willful misconduct or negligence of Licensor, its agents, contractors or employees; or

12.3.2 A claim that Licensor is engaged in banking operations by virtue of this Agreement.

12.4 Excluded from the above provisions of indemnity shall be any claim or liability of either Party to the other for loss of damage outside of a party's reasonable control, caused by (i) natural occurrences of earthquake, flood, fire or other natural casualty, (ii) strike, (iii) facilities lockout, (iv) governmental actions, or (v) malfunctioning of the ATM System or associated equipment, for which neither party will be liable to the other. In the event of the above, the Parties agree that SchoolsFirst FCU shall have the right to terminate this Agreement as to such Facility at any time upon notice to Licensor. All rent shall be abated during the time SchoolsFirst FCU is unable to operate the ATM System.

13.0 Insurance.

SchoolsFirst FCU agrees to carry and maintain from the Effective Date of services until the expiration of the Initial Term or any subsequent Renewal Term of this Agreement the following insurance policies:

13.1 Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence;

13.2 Statutory Workers' Compensation Insurance;

13.3 Thirty (30) day written notice to Licensor of cancellation or reduction in coverage.

13.4 An endorsement to said policies naming Licensor and their officers, agents, and employees as additional insured's.

14.0 Advertising.

14.1 SchoolsFirst FCU will make a reasonable and good faith effort to advertise the location of the ATMs in the Facilities through means such as media advertising, direct mailings (e.g., statement stuffers) and demonstration and usage programs, as SchoolsFirst FCU deems appropriate. Licensor represents that it is the owner of the Facility name and logo. SchoolsFirst FCU hereby agrees that it acquires no license or other

interest to use Licensor's marks or logos (i) to advertise or identify its business or services, or (ii) in a manner stating or implying its services or business are sponsored, endorsed, or connected with Licensor. Licensor may, in its sole and absolute discretion, advertise the location of the ATMs in the Facilities through means such as media advertising, incentives (e.g., coupons) and in-store advertising (e.g., bag stuffers and advertisements on bags). SchoolsFirst FCU shall have access to each ATM during normal business hours for demonstrating the ATM to Customers.

14.2 SchoolsFirst FCU shall be entitled to use the exterior portions of the ATM for the placement of sales material designed to promote SchoolsFirst FCU's products and services.

14.3 Notwithstanding Section 13.1 above, SchoolsFirst FCU may use the Licensor's name, mark, and logos solely for the purpose of advertising the location of the ATMs. Licensor may use the name of SchoolsFirst FCU, provided SchoolsFirst FCU has given prior written approval of each such use, for the purpose of advertising the existence and locations of the ATMs.

15.0 **Liens.**

SchoolsFirst FCU agrees to pay in full when due and discharge all claims for labor performed (or alleged to have been performed) and materials and services furnished (or alleged to have been furnished) in connection with the installation or operation of the ATMs so as to prevent the assertion of claims of lien against the Facilities or the land upon which the Facility is located. SchoolsFirst FCU shall have the right, at its sole expense, to contest, in good faith, the validity of any such lien; provided, however, SchoolsFirst FCU shall, within thirty (30) days after notice from Licensor to do so, and sooner as necessary to prevent foreclosure and/or enforcement of the same, procure the release of any such lien, whether by payment, posting of bond, obtaining an appropriate court order, or otherwise.

16.0 **Bonds.**

SchoolsFirst FCU shall for the term of the Agreement, bond all of its employees engaged in providing services under this Agreement. SchoolsFirst FCU shall at times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in providing the services required under this Agreement. SchoolsFirst FCU shall also provide identification cards, patches or badges to all employees engaged in providing services under this Agreement.

17.0 **Right of Exclusivity.**

Licensor shall not permit the installation of any other institution's ATM System inside or outside of the Facilities during the Initial Term or any subsequent Renewal Term of this Agreement.

18.0 **Not a Partnership.**

SchoolsFirst FCU shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which services required of SchoolsFirst FCU by the terms of this Agreement are performed. The employees and agents of each Party shall not be considered for any purposes to be employees of the other Party. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between Licensor and SchoolsFirst FCU's agents or employees. Each Party assumes exclusively the responsibility for acts of its employees or agents as they relate to the services to be provided under this Agreement.

19.0 **Governing Law.**

The Parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of California, through California State courts with venue in Orange County, California.

20.0 **Notices.**

All notices or demand to be given under this Agreement by either Party to the other, shall be in writing and given either by: (i) personal services; (ii) by U.S. Postal Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid; or (iii) nationally recognized overnight courier (such as Federal Express or UPS) by way of overnight delivery. Notice shall be considered given and received if personally served or, if mailed on the third (3rd) day after deposit in any U.S. Post Office or (iii) the next business day if sent by overnight delivery. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section.

At the commencement date of this Agreement the address of the Parties are as follows:

Licensor Mailing Address:

Rancho Santiago Community College
District
ATTN: Asst. Vice Chancellor, Fiscal
Services
2323 N. Broadway
Santa Ana, CA 92706-1640

714.480.7321

SCHOOLSFIRST FCU Mailing Address

SchoolsFirst FCU
ATTN: Nubia Carrillo
P.O. Box 11547
Santa Ana, CA 92711

714.466.8485

- 21.0 **Waiver.**
The waiver by either party of any covenant or obligation contained herein shall not be considered to be a waiver of any subsequent breach of the same or any other covenant or obligation, nor shall such waiver affect or prejudice the Party's rights or remedies hereunder with regard to any subsequent breaches.
- 22.0 **Termination/Expiration.**
In the event either Party exercises any right it has hereunder to terminate this Agreement as to one or more of the Facilities or in the event this Agreement otherwise terminates as to one or more Facilities, or in the event the Parties mutually agree to add any Facilities, beyond those Facilities listed on Exhibit A attached hereto, to the scope of this Agreement, both Parties shall, upon the request of the other Party, execute an amendment to this Agreement substituting a revised and current Exhibit A which omits the terminated Facilities or lists the additional Facilities, as the case may be. Within thirty (30) days after the expiration or earlier termination of this Agreement (as to one or more Facilities), SchoolsFirst FCU shall, at its sole expense (except as otherwise provided herein), remove from each Facility with respect to which the Agreement has terminated or expired all ATMs and trade fixtures related thereto and shall fully repair any damages caused hereby so as to restore the affected area to its condition as it existed prior to the placement of an ATM therein, ordinary wear and tear excepted.
- 23.0 **Holding Over.**
After the termination of this Agreement any holding over by SchoolsFirst FCU without the consent of Licensor will create a tenancy at will, which shall be terminable at any time by Licensor upon written notice to SchoolsFirst FCU.
- 24.0 **Condemnation/Damage and Destruction.**
In the event of a taking by eminent domain of any part of the Facility or the premises of which it is a part, or of any damage to or destruction of a Facility, SchoolsFirst FCU may terminate this Agreement with respect to such Facility by delivery of written notice to Licensor at any time within thirty (30) days of the date (i) title vests pursuant to the taking (in the case of condemnation) or any transfer in lieu thereof, or (ii) the date of the damage or destruction.
- 25.0 **Default.**
25.1 In the event SchoolsFirst FCU is in default in the performance of any obligations to be performed by SchoolsFirst FCU pursuant to this Agreement, and if said default continues uncured for a period of thirty (30) days, after the delivery to the defaulting Party of written notice of such default, Licensor may:
- 25.1.1 Declare this Agreement terminated (with respect to any or all of the Facilities), and/or
 - 25.1.2 Pursue all remedies permitted by law.
 - 25.1.3 In the event Licensor is in default in the performance of any obligations to be performed by Licensor pursuant to this Agreement, and if said default continues uncured for a period of thirty (30) days after delivery to Licensor of written notice of such default, SchoolsFirst FCU may
 - 25.1.4 Declare this Agreement terminated as to any or all of the Facilities, and/or
 - 25.1.5 Pursue all remedies permitted by law.
 - 25.1.6 In the event either Party initiates legal proceedings to enforce any of the terms of this Agreement, the prevailing Party shall recover its costs of suit, including reasonable attorneys' fees at trial and on any appeal as fixed by the court, from the other Party.
- 26.0 **Assignment.**
SchoolsFirst FCU may not assign or transfer its rights under this Agreement unless such assignment is to a subsidiary or affiliate of SchoolsFirst FCU, or to any surviving entity into which SchoolsFirst FCU is merged or reorganized. Any other such assignment shall require mutual consent, in writing, from both Parties.
- 27.0 **Compliance with Law.**
SchoolsFirst FCU shall at all times comply with all requirements, laws, rules, regulations and ordinances applicable to the operation of the ATMs in the Facilities and shall not conduct any unlawful business in the Facilities nor shall SchoolsFirst FCU use the ATMs or exercise its rights hereunder for any unlawful business or purpose. The Parties agree that if any ATMs must be made inoperable because of legislative, judicial or administrative law, rule or order or other governmental action which, in the reasonable opinion of SchoolsFirst FCU makes this Agreement illegal or creates a reasonable doubt of the legality of this Agreement or the placement and operation of the ATMs hereunder, or makes the continued operations of the ATMs unprofitable or undesirable, SchoolsFirst FCU may, upon thirty (30) days' prior written notice to Licensor, terminate this Agreement as to the Facilities affected by such laws.
- 28.0 **Facility Closing.**
SchoolsFirst FCU expressly acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, Licensor shall have the right, at any time, to temporarily or permanently close any of the Facilities (and discontinue Licensor's business in the Facilities), for any reason whatsoever in its sole and absolute discretion, without liability or

further obligation to SchoolsFirst FCU. Licensor agrees to give SchoolsFirst FCU ninety (90) days' prior written notice of such closure ("Closure Notice"). The Closure Notice shall specify whether the Facility closure is anticipated to be temporary (which for purposes of this Agreement is less than three (3) months) or permanent (which for the purpose of this Agreement is three (3) months or more); however, SchoolsFirst FCU acknowledges and agrees that, notwithstanding a statement by Licensor that the Facility closure is temporary, Licensor shall have the right at any time to notify SchoolsFirst FCU that such closure is permanent. If the Facility closure is permanent, this Agreement shall terminate as to the closed Facility as of the date of cessation of Licensor's business therein. If the Facility closure is temporary, this Agreement shall continue in full force and effect except that any applicable amounts due hereunder shall abate during the period of Facility closure and SchoolsFirst FCU shall, during the period of Facility closure, be relieved from obligation to operate the ATM in the Facility.

29.0 Force Majeure.

The Parties shall be excused from the performance of any obligation imposed herein for any period and to the extent that a Party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other Party or third parties, an act of God, fire, strike, loss of transportation, facilities lockout, or commandeering of materials, products, plants, or facilities by the Government, war, civil disturbance, court order, or other cause (other than financial) beyond its reasonable control, including failures of fluctuations in electrical power, heat, light, air-conditioning, or telecommunications equipment, and such performance will not be a default hereunder or a ground for termination of this Agreement.

30.0 Modification.

Except as specifically provided herein, this Agreement may not be modified without the prior written consent of both Parties.

31.0 Severability.

The invalidation of any of the covenants, conditions, restrictions or other provisions contained herein, or of the application thereof to any person or entity by judgment or court order, shall in no way affect any of the other covenants, conditions, restrictions or other provision hereof, or the application thereof to any other person or entity, and those covenants, conditions, restrictions or provisions not invalidated shall remain in full force and effect.

32.0 Confidentiality.

32.1 Confidential Information shall mean nonpublic information that a party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, (i) any trade secrets relating to either party's product plans, research and development, or know-how; (ii) any information that the disclosing parties identify as being proprietary and/or confidential; (iii) the terms and conditions of this Agreement, including financial transaction volumes. "Confidential Information" shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; (iv) is lawfully obtained from a third party that has the right to make such disclosure; or (v) is made generally available by the disclosing party without restriction or disclosure.

32.2 Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information, but in no event shall either party use less than reasonable care in protecting the other's Confidential Information. Neither party will use the other's Confidential Information for the purposes other than those contemplated by this Agreement, or disclose such information to any third parties, except in furtherance of the purposes of this Agreement, or as otherwise required or permitted by law. Each party shall limit access by its employees and agents to the other party's Confidential Information to only those who require such access on performing their duties hereunder, and shall further restrict such access to only such of the Confidential Information as may be required by such persons to perform such duties. Except as expressly provided in this Agreement, no ownership or license rights is granted in any Confidential Information.

33.0 Warranties of Authority.

Licensor and SchoolsFirst FCU each warrant and represent to the other that the execution and delivery of this Agreement and any related documents and the performance of the provisions hereof have been duly authorized by all necessary corporate action on its part, and that this Agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding agreement, enforceable against it in accordance with its terms.

34.0 Facility Operations.

No provision of this Agreement shall be interpreted to restrict or prevent Licensor from opening, closing, selling, purchasing, remodeling, rearranging or taking any other action with respect to the ownership or operation of its Facilities and SchoolsFirst FCU expressly acknowledges and agrees that this Agreement is subject to Licensor's right to engage in the same.

35.0 Entire Agreement.

This Agreement contains the entire agreement between Licensor and SchoolsFirst FCU regarding the services and any agreement hereafter made shall be ineffective to modify this Agreement in whole or in part unless such agreement is embodied in an amendment to this Agreement which has been signed by both Parties. This Agreement supercedes all prior negotiations, understandings, representations, and Agreements.

35.0 Attorneys' Fees.

If at any time after the date that this Agreement has been executed by SchoolsFirst FCU and Licensor, either SchoolsFirst FCU or Licensor institutes any action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the non-prevailing party in such action or proceeding shall reimburse the prevailing party for the reasonable expenses of attorneys' fees and all costs and disbursements incurred therein by the prevailing party, including, without limitation, any such fees, costs or disbursements incurred on any appeal from such action or proceeding. Subject to the provisions of local law, the prevailing party shall recover all such fees, costs or disbursements as costs taxable by the court or arbiter in the action or proceeding itself without the necessity for a cross-action by the prevailing party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Rancho Santiago Community College

SchoolsFirst Federal Credit Union

Signature

Peter J. Hardash

Print Name

Vice Chancellor, Business Op/Fiscal Svc

Title

10.23.2012

Date

Signature

Nubia Carrillo

Print Name

VP, Payment Services

Title

Date

Exhibit A

ATM Site Locations

Location Name	Location Address	Location City	Location State	Location Zip Code
Santa Ana College (2002)	1530 W. 17 th Street	Santa Ana	CA	92706
Santiago Canyon College (2003)	8045 E. Chapman Ave.	Orange	CA	92869
RSCCD (2032)	2323 N. Broadway	Santa Ana	CA	92706

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Approval of Change Order #1, Bid #1194 – Santa Ana College Portable Building Certification	
Action:	Request for Approval	

BACKGROUND

On June 18, 2012, the Board awarded a contract to De La Torre Commercial Interiors, Inc. for Bid #1194, Santa Ana College Portable Building Certification.

ANALYSIS

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

Change Order #1 increases the contract by \$7,891.00. The revised contract amount is \$117,851.00. 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 7.17% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #1, Bid #1194 for De La Torre Commercial Interiors, Inc., Santa Ana College Portable Building Certification as presented.

Fiscal Impact:	\$7,891.00	Board Date: October 22, 2012
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction & Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	Portable Building Certificaton Santa Ana College	Bid No. 1194	P.O. # 12-P0023282
		D.S.A. No.	04-112175
Contractor:	De La Torre Commercial Interiors	Change Order No.	1
Architect:	Westberg+White	Date:	<i>August 28, 2012</i>

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$109,960.00
Previous Change Orders	\$0.00	
This Change Order	\$7,891.00	
Total Change Orders		\$7,891.00
Revised Contract Amount		\$117,851.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	5 calendar days	
Total Time Extensions		5 calendar days
Original Completion Date		August 11, 2012
Revised Contract Completion Date		August 16, 2012
RSCCD Board Approval Date		October 22, 2012

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

CHANGE ORDER

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

Project: *Portable Building Certificaton Santa Ana College*

Bid No. *1194*

P.O. # *12-P0023282*

D.S.A. No. *04-112175*

Contractor: *De La Torre Commercial Interiors*

Change Order No. *1*

Architect: *Westberg+White*

Date: *August 28, 2012*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Grind and remove four (4) tree stumps in landscaping areas.</p> <p><u>REASON:</u> Not shown on plans</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$ 1,560.00
2.0	<p><u>DESCRIPTION:</u> Extend underground fire main an additional 10-ft.</p> <p><u>REASON:</u> Conflict with ADA sidewalk</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$ 1,080.00
3.0	<p><u>DESCRIPTION:</u> Over excavate soil down 6", aerate and let dry. Recompact to 90%. Cut down light pole base to be level with surrounding concrete walk.</p> <p><u>REASON:</u> Unknown moisture source. Light pole above finish grade.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 5 calendar days</p>		\$ 1,925.00
4.0	<p><u>DESCRIPTION:</u> Add four (4) wall mount soap dispensers</p> <p><u>REASON:</u> To replace damaged dispensers.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$ 480.00
5.0	<p><u>DESCRIPTION:</u> Add ten (10) sprinkler heads to irrigation system.</p> <p><u>REASON:</u> Needed for proper planter coverage. Not shown on plans.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$ 350.00

CHANGE ORDER

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

Project: <i>Portable Building Certificaton Santa Ana College</i>	Bid No. <i>1194</i>	P.O. # <i>12-P0023282</i>
	D.S.A. No. <i>04-112175</i>	
Contractor: <i>De La Torre Commercial Interiors</i>	Change Order No. <i>1</i>	
Architect: <i>Westberg+White</i>	Date: <i>August 28, 2012</i>	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
6.0	<p><u>DESCRIPTION:</u> Add two (2) concrete vaults with steel covers for electrical. Add one (1) irrigation vault for exposed wires.</p> <p><u>REASON:</u> Not in scope</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$ 500.00
7.0	<p><u>DESCRIPTION:</u> Remove two (2) existing restroom doors. Install two (2) 3'x6'-8" HM doors with 24"x12" louvers with door closers and hardware.</p> <p><u>REASON:</u> Existing doors unsafe due to sharp edges and unable to secure properly.</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$ 1,996.00
Sub-Total		\$0.00	\$7,891.00
Total			\$7,891.00

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Award of Contract for Construction Management Services for Various Projects at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

Santa Ana College is prepared to bid several construction projects with a scope of work that includes the balcony guardrail replacement on Dunlap Hall, new parking lot over the soccer field and water runoff retention basin, ADA compliant entrance to the Gymnasium, exterior modifications to Chavez Hall, Bookstore seismic retrofit, exterior enhancement of the Planetarium and miscellaneous projects such as lighting improvement, boiler replacement and HVAC replacement.

These projects are scheduled to take approximately 24 months to complete with an estimated construction cost of \$18.4 million. Completion of the projects shall require the services of a construction management firm to provide general oversight and represent the District with the general contractor.

ANALYSIS:

A Request For Proposals (RFP) was sent to seven (7) construction management firms that had a demonstrated track record of working successfully with institutions of higher learning. The firms included Bernards, Cordoba, DPR, C. W. Driver, gkkworks, Kitchell and Seville Construction Services.

Four (4) of the firms responded to the RFP. The four (4) firms were paper screened and one was eliminated based upon the overall quality of their response to the RFP as well as their significantly high cost of services. The three (3) remaining firms (Bernards, gkkworks and Seville) were interviewed by a committee including representatives of the District's Facility Planning and Construction and Support Services Department (Darryl Odum and Alex Oviedo) and consultants with Facility Planning and Program Services (Bob Partridge and Ava Hill).

The construction management firms were evaluated based upon six (6) criteria including overall response to the RFP, capabilities and experience of the proposed on-site personnel, communication and collaborative skills, level of central office services, responses to interview questions and fee proposal.

As a result of the interview and review process, there was unanimous agreement that Bernards and their construction management personnel proposed for these projects would best serve Santa Ana College. Due diligence and reference checks were performed for Bernards with very positive results. It should be noted that Bernards is currently working on other Santa Ana College construction projects and is fully mobilized and prepared to commence with the new work immediately upon Board approval of their contract. Bernards has always performed with professionalism and excellence.

The proposed cost of services for all three (3) of the finalist construction management firms is noted below. The Bernards cost is all inclusive, however, the proposals from gkkworks and Seville failed to include reimbursable expenses which would need to be added to their proposed fees.

FIRM	LABOR COST	REIMBURSABLE EXPENSES	TOTAL
Bernards	\$790,608	\$52,000	\$842,608
gkkworks	\$899,600	TBD	\$899,600 +
Seville	\$613,150	TBD	\$613,150 +

RECOMMENDATION:

It is recommended that the Board of Trustees authorize the Vice Chancellor, Business Operations/Fiscal Services to enter into an agreement with Bernards as presented.

Fiscal Impact:	\$790,608.00 + \$52,000 reimbursables	Board Date: October 22, 2012
Prepared by:	Darryl Odum, Director, District Construction & 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: October 22, 2012
Re:	Adoption of Resolution No. 12-57 – Landscaping for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On June 20, 2011, the Board awarded a contract to Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Humanities Building at Santiago Canyon College. This is the completion contract originally awarded to Sierra Landscape.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 12-57 as well as Exhibit A.

Resolution 12-57 and Change Order #3 as outlined, increases the contract by \$34,343.77. The revised contract amount is \$458,070.73. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 17.67% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-57, Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$34,343.77	Board Date: October 22, 2012
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	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO TROPICAL
PLAZA NURSERY FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE HUMANITIES BUILDING**

RESOLUTION NO. 12-57

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, (“Project”) to Tropical Plaza Nursery (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including adding decomposite granite, irrigation, trees and permaloc aluminum edging as more fully set forth in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$34,343.77 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 22nd of October, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

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

President of the Board of Trustees
Rancho Santiago Community College District

I, Arianna Barrios, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 22nd day of October, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 22nd day of October, 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE HUMANITIES BUILDING***

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1134	P.O. # 12-P0019622
Contractor: Tropical Plaza Nursery, Inc.	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	3	
	Date:	October 1, 2012	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$389,823.00
Previous Change Orders	\$34,555.56	
This Change Order	\$34,343.77	
Total Change Orders		\$68,899.33
Revised Contract Amount		\$458,722.33
Previous Time Extensions	4 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		4 calendar days
Original Completion Date		November 25, 2011
Revised Contract Completion Date		November 26, 2011
RSCCD Board Approval Date		October 22, 2012

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1134	P.O. # 12-P0019622
Contractor: Tropical Plaza Nursery, Inc.		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 3	
		Date: October 1, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Added decomposite granite, irrigation, trees and permaloc aluminum edging for new outdoor classrooms area per CCD#41. <u>REASON:</u> Out of Scope <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$33,692.17
2.0	<u>DESCRIPTION:</u> Remove spoils from basin wall, deductive change order issued to Guy Yocom Construction. <u>REASON:</u> Out of Scope <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$651.60
Sub-Total		\$0.00	\$34,343.77
Total			\$34,343.77

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Adoption of Resolution No. 12-58 – Earthwork for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Southern California Grading for Bid #1151, earthwork for the Humanities Building at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this contract were required in order to complete the project. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 12-58 as well as Exhibit A.

Resolution 12-58 and Change Order #4 as outlined, increases the contract by \$18,979.62. The revised contract amount is \$344,526.62. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 44.15% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-58, Southern California Grading for Bid #1151, earthwork for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$18,979.62	Board Date: October 22, 2012
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	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO SOUTHERN
CALIFORNIA GRADING FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE HUMANITIES BUILDING**

RESOLUTION NO. 12-58

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Humanities Building at Santiago Canyon College, (“Project”) to Southern California Grading (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including a new berm at Science Center in lieu of guard rail and re-grading and removal of utility spoils as more fully set forth in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$18,979.62 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 22nd of October, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

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

President of the Board of Trustees
Rancho Santiago Community College District

I, Arianna Barrios, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 22nd day of October, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 22nd day of October, 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE HUMANITIES BUILDING***

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building

Bid No. 1151 P.O. # 10-P0014378

D.S.A. No. 04-110212

Contractor: Southern California Grading

Change Order No. 4

Architect: LPA Inc

Date: October 1, 2012

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$238,999.00
Previous Change Orders	\$86,548.00	
This Change Order	\$18,979.62	
Total Change Orders		\$105,527.62
Revised Contract Amount		\$344,526.62
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 4, 2011
Revised Contract Completion Date		September 4, 2011
RSCCD Board Approval Date		October 22, 2012

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Seville CS

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Date

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building

Bid No. 1151

P.O. # 10-P0014378

D.S.A. No.

04-110212

Contractor: Southern California Grading

Change Order No. 4

Architect: LPA Inc

Date: October 1, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> New berm at Science Center in lieu of guard rail for fall protection to meet code.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$3,494.37
2.0	<p><u>DESCRIPTION:</u> Re-grade and remove utility spoils, a deductive change order to Interpipe Contracting has been issued.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,158.16
3.0	<p><u>DESCRIPTION:</u> Remove Guy Yocom footing spoils, a deductive change order to Guy Yocom Construction has been issued.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$12,327.09
Sub-Total		\$0.00	\$18,979.62
Total			\$18,979.62

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Adoption of Resolution No. 12-59 – Masonry for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Industrial Masonry, Inc. for Bid #1137/Masonry for the Athletic/Aquatic Complex at Santiago Canyon College.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 12-59 as well as Exhibit A.

Resolution No. 12-59 and Change Order #7 as outlined, increases the contract by \$5,861.34. The revised contract amount is 1,433,211.80. District staff was able to negotiate a cost savings of \$8,230.89. 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 14.13% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-59, Industrial Masonry, Inc. for Bid #1137, Masonry for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$5,861.34	Board Date: October 22, 2012
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	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

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

RESOLUTION NO. 12-59

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Athletic/Aquatic Complex at Santiago Canyon College, (“Project”) to Industrial Masonry, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including dewatering the gymnasium floor due to inclement weather. These items are more fully described in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$5,861.34 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 5. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 22nd day of October, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

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

President of the Board of Trustees
Rancho Santiago Community College District

I, Arianna Barrios, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 22nd day of October, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 22nd day of October, 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

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

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No. 1137	P.O. # 10-P0014611
Contractor: Industrial Masonry Inc	D.S.A. No. 04-109232		
Architect: The Austin Company	Change Order No. 7	Date: October 3, 2012	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,255,800.00
Previous Change Orders	\$171,550.46	
This Change Order	\$5,861.34	
Total Change Orders		\$177,411.80
Revised Contract Amount		\$1,433,211.80
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		February 17, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		October 22, 2012

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

CHANGE ORDER

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

Project: Aquatic & Athletic Center Project at Santiago Canyon College

Bid No. 1137 P.O. # 10-P0014611
D.S.A. No. 04-109232

Contractor: Industrial Masonry Inc Change Order No. 6
Architect: The Austin Company Date: 10/3/12

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide labor and equipment to dewater the gymnasium floor due to inclement weather (Original price \$14,092.23)</p> <p><u>REASON:</u> Concrete floor had to be dewater to allow gymnasium floor to dry and reach moisture content level for installation of wood flooring (Unforseen Condition)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$5,861.34
Sub-Total		\$0.00	\$5,861.34
Total			\$5,861.34

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Adoption of Resolution No. 12-60 – Concrete for the Athletic/Aquatics Complex at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Athletic/Aquatics Complex at Santiago Canyon College. This is the completion contract originally awarded to Tidwell Concrete.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 12-60 as well as Exhibit A.

Resolution 12-60 and Change Order #7 as outlined, increases the contract by \$28,090.00. The revised contract amount is \$1,150,866.60. 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 24.53% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-60, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Athletic/Aquatics Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$28,090.00	Board Date: October 22, 2012
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	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO GUY YOCOM
CONSTRUCTION, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATICS COMPLEX**

RESOLUTION NO. 12-60

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Athletic/Aquatics Complex at Santiago Canyon College, (“Project”) to Guy Yocom Construction, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including removing and replacing sidewalk, removing and replacing asphalt and striping parking stalls. These items are more fully described in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$28,090.00 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 5. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 22nd day of October, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

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

President of the Board of Trustees
Rancho Santiago Community College District

I, Arianna Barrios, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 22nd day of October, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 22nd day of October, 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE ATHLETIC/AQUATICS COMPLEX***

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1136	P.O. # 11-BP000254	
	D.S.A. No.	04-109232	
Contractor: Guy Yocom Construction Inc	Change Order No.	7	
Architect: The Austin Company	Date:	October 4, 2012	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$924,150.00
Previous Change Orders	\$198,626.60	
This Change Order	\$28,090.00	
Total Change Orders		\$226,716.60
Revised Contract Amount		\$1,150,866.60
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		April 30, 2012
Revised Contract Completion Date		
RSCCD Board Approval Date		October 22, 2012

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

CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1136	P.O. # 11-BP000254
	D.S.A. No. 04-109232	
Contractor: Guy Yocom Construction Inc	Change Order No. 7	
Architect: The Austin Company	Date: October 4, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: Labor and material to remove and replace sidewalk at south side entry of building per request for information 402</p> <p>REASON: The existing sidewalk elevations will not meet the required American Disability Act (ADA) slope requirements</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$17,091.87
2.0	<p>DESCRIPTION: Remove and replace existing asphalt and provide striping for parking stalls</p> <p>REASON: The existing asphalt elevations were higher than the new curb and gutter (Unforeseen Condition)</p> <p>REQUESTOR: Architect</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>		\$10,998.13
Sub-Total		\$0.00	\$28,090.00
Total			\$28,090.00

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Adoption of Resolution No. 12-61 – Landscaping for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On June 20, 2011, the Board awarded a contract to Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Athletic/Aquatic Complex at Santiago Canyon College. This is the completion contract originally awarded to Sierra Landscape.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 12-61 as well as Exhibit A.

Resolution 12-61 and Change Order #1 as outlined, increases the contract by \$13,842.18. The revised contract amount is \$103,840.18. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 15.38% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 12-61, Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$13,842.18	Board Date: October 22, 2012
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	

**BEFORE THE GOVERNING BOARD OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO TROPICAL
PLAZA NURSERY FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO
CANYON COLLEGE ATHLETIC/AQUATIC COMPLEX**

RESOLUTION NO. 12-61

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Athletic/Aquatic Complex at Santiago Canyon College, (“Project”) to Tropical Plaza Nursery (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including adding paver inlays at the fire lane road as more fully set forth in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$13,842.18 and exceeds the limitations set forth in Public Contract Code Section 20659;

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

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

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

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

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

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

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

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

Section 3. That the District approves the immediate completion of the additional work stated in the Change Order without competitively bidding such work and approves the District's payment to the Contractor in accordance with the terms and conditions set forth in the Change Order.

Section 4. That the completion and approval of the additional work stated in Change Order is necessary to ensure completion of the Project and use of the facilities by students and staff.

Section 6. That the Governing Board delegates to Peter Hardash, Vice Chancellor, Business Operations/Fiscal Services, authority to execute all agreements and complete all necessary documents for the additional work and to otherwise fulfill the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Rancho Santiago Community College District this 22nd of October, 2012, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

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

President of the Board of Trustees
Rancho Santiago Community College District

I, Arianna Barrios, Clerk of the Board of Trustees of the Rancho Santiago Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Board of Trustees of the Rancho Santiago Community College District Governing Board at a regular meeting thereof held on the 22nd day of October, 2012, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Rancho Santiago Community College District Governing Board this 22nd day of October, 2012.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE SANTIAGO CANYON COLLEGE HUMANITIES BUILDING***

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1134	P.O. # 12-P0019621
Contractor: Tropical Plaza Nursery	D.S.A. No.	04-109232	
Architect: The Austin Company	Change Order No.	1	
	Date:	October 5, 2012	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$89,998.00
Previous Change Orders	\$0.00	
This Change Order	\$13,842.18	
Total Change Orders		\$13,842.18
Revised Contract Amount		\$103,840.18
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		March 31, 2012
Revised Contract Completion Date		
RSCCD Board Approval Date		October 22, 2012

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

CHANGE ORDER

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

Project: Athletic/Aquatic Center Project at Santiago Canyon College		Bid No. 1134	P.O. # 12-P0019621
Contractor: Tropical Plaza Nursery		D.S.A. No. 04-109232	
Architect: The Austin Company		Change Order No. 1	
		Date: October 5, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide paver inlays at the fire lane road</p> <p><u>REASON:</u> To continue installing the landscape scope as a result of Sierra Landscaping defaulting on their contract, (Back charge Great American)</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$13,842.18
Sub-Total		\$0.00	\$13,842.18
Total			\$13,842.18

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Approval of Change Order #7, Bid #1141 – HVAC for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

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

ANALYSIS:

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

Change Order #7 decreases the contract by \$1,857.04. The revised contract amount is \$2,187,691.56. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 1.75% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #7, Bid #1141 for West Tech Mechanical, HVAC for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$1,857.04	Board Date: October 22, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1141	P.O. # 10-BP000249
Contractor: West Tech Mechanical	D.S.A. No. 04-110212		
Architect: LPA Inc	Change Order No. 7	Date: October 1, 2012	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$2,150,000.00
Previous Change Orders	\$39,548.60	
This Change Order	-\$1,857.04	
Total Change Orders		\$37,691.56
Revised Contract Amount		\$2,187,691.56
Previous Time Extensions	2 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		2 calendar days
Original Completion Date		December 7, 2011
Revised Contract Completion Date		December 7, 2011
RSCCD Board Approval Date		October 22, 2012

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1141	P.O. # 10-BP000249
Contractor: West Tech Mechanical		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 7	
		Date: October 1, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Contractors portion of site clean up costs performed by Inland Builders. <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	-\$1,857.04	
Sub-Total		-\$1,857.04	\$0.00
Total			-\$1,857.04

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Approval of Change Order #4, Bid #1143 – Glass/Glazing for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Glazcon Productions for Bid #1143, glass/glazing 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 decreases the contract by \$403.70. The revised contract amount is \$1,236,376.78. 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 4.01% 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 #1143 for Glazcon Productions, glass/glazing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$403.70	Board Date: October 22, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez., Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1143	P.O. # 10-P0014580
Contractor: Glazcon Productions	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	4	
	Date:	October 1, 2012	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,188,700.00
Previous Change Orders	\$48,080.48	
This Change Order	-\$403.70	
Total Change Orders		\$47,676.78
Revised Contract Amount		\$1,236,376.78
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		May 25, 2011
Revised Contract Completion Date		May 25, 2011
RSCCD Board Approval Date		October 22, 2012

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1143	P.O. # 10-P0014580
Contractor: Glazcon Productions		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 4	
		Date: October 1, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Contractors portion of site clean up costs performed by Inland Builders. <u>REASON:</u> Field Conditions <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$403.70	
Sub-Total		\$403.70	\$0.00
Total			-\$403.70

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Approval of Change Order #6, Bid #1144 – Roofing for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board of Trustees awarded a contract to Troyer Contracting Company for Bid #1144, roofing on the Humanities Building at Santiago Canyon College.

ANALYSIS:

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

Change Order #6 increases the contract by \$636.44. The revised contract amount is \$1,112,846.65. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 3.35% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #6, Bid #1144 for Troyer Contracting Company, roofing on the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$636.44	Board Date: October 22, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1144	P.O. #	10-P0014762
	D.S.A. No.		04-110212
Contractor: Troyer Contracting Company	Change Order No.		6
Architect: LPA Inc	Date:		October 1, 2012

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,076,688.00
Previous Change Orders	\$35,522.21	
This Change Order	\$636.44	
Total Change Orders		\$36,158.65
Revised Contract Amount		\$1,112,846.65
Previous Time Extensions	9 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		9 calendar days
Original Completion Date		March 23, 2011
Revised Contract Completion Date		April 1, 2011
RSCCD Board Approval Date		October 22, 2012

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1144	P.O. # 10-P0014762
Contractor: Troyer Contracting Company		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 6	Date: October 1, 2012
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Contractors portion of site clean up costs performed by Inland Builders. <u>REASON:</u> Field Condition <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	-\$403.70	
2.0	<u>DESCRIPTION:</u> Added sheet metal flashing between bottom of stainless steel to top of metal studs. <u>REASON:</u> Out of Scope <u>REQUESTOR:</u> Architect <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$1,040.14
Sub-Total		-\$403.70	\$1,040.14
Total			\$636.44

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Approval of Change Order #5, Bid #1146 – Framing and Elevators for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

On March 22, 2010, the Board awarded a contract to Inland Building Construction Company, Inc., for Bid #1146, framing and elevators for the Athletic/Aquatic Complex.

ANALYSIS:

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Change Order #5.

Change Order #5 increases the contract by \$60,899.00. The revised contract amount is \$1,192,615.25. District staff was able to negotiate a cost savings of \$11,550.00. 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 9.91% 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 #5, Bid #1146 for Inland Building Construction for framing and elevators for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$60,899.00	Board Date: October 22, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No.	1146	P.O. # 10-BP000245
	D.S.A. No.	04-109232	
Contractor: Inland Bldg Construction Co	Change Order No.	5	
Architect: The Austin Company	Date:	10/3/12	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,085,000.00
Previous Change Orders	\$46,716.25	
This Change Order	\$60,899.00	
Total Change Orders		\$107,615.25
Revised Contract Amount		\$1,192,615.25
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2012
Revised Contract Completion Date		
RSCCD Board Approval Date		October 22, 2012

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

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Athletic/Aquatic Center Project at Santiago Canyon College		Bid No. 1146	P.O. # 10-BP000245
Contractor: Inland Bldg Construction Co		D.S.A. No. 04-109232	
Architect: The Austin Company		Change Order No. 5	
		Date: 10/3/12	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide labor and material to install rubber matt flooring in the fitness room and weight room</p> <p><u>REASON:</u> Work was requested by the college</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$58,335.00
2.0	<p><u>DESCRIPTION:</u> Full and complete compensation for paint material escalation (Original cost submitted \$14,114.00)</p> <p><u>REASON:</u> Due to cost escalation for material cost</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,564.00
Sub-Total		\$0.00	\$60,899.00
Total			\$60,899.00

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Approval of Change Order #8, Bid #1146 – Framing and Elevators for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board awarded a contract to Inland Building Construction Co. for Bid #1146, framing and elevators 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 #8.

Change Order #8 increases the contract by \$7,630.60. The revised contract amount is \$2,021,115.96. 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 2.07% 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 #8, Bid #1146 for Inland Building Construction Co., framing and elevators for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$7,630.60	Board Date: October 22, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building	Bid No. 1146	P.O. # 10-BP000244
	D.S.A. No. 04-110212	
Contractor: Inland Building Construction Co	Change Order No. 8	
Architect: LPA Inc	Date: October 1, 2012	

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

SUMMARY OF CONTRACT PRICE		
Original Contract Amount		\$1,980,000.00
Previous Change Orders	\$33,485.36	
This Change Order	\$7,630.60	
Total Change Orders		\$41,115.96
Revised Contract Amount		\$2,021,115.96
Previous Time Extensions	9 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		9 calendar days
Original Completion Date		October 12, 2011
Revised Contract Completion Date		October 16, 2011
RSCCD Board Approval Date		October 22, 2012

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

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1146	P.O. # 10-BP000244
Contractor: Inland Building Construction Co		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 8	Date: October 1, 2012
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide labor and materials to lower metal ceiling at first floor landing at stair three, by elevator two, to allow for hydraulic lines to elevator.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$467.52
2.0	<p><u>DESCRIPTION:</u> Provide labor and materials to adjust soffit width to accommodate light fixtures at skylight.</p> <p><u>REASON:</u> Out of Scope</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$946.03
3.0	<p><u>DESCRIPTION:</u> Provide labor for complete site and building clean up, deductive change orders issued to Prime Contractors.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$8,074.09
4.0	<p><u>DESCRIPTION:</u> Inland Builders' Sub Contractors portion of site clean up costs.</p> <p><u>REASON:</u> Field Conditions</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	-\$1,857.04	
Sub-Total		-\$1,857.04	\$9,487.64
Total			\$7,630.60

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

To:	Board of Trustees	Date: October 22, 2012
Re:	Approval of Change Order #9, Bid #1147 – Interiors for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board awarded a contract to Inland Empire Architectural Specialties for Bid #1147, interiors 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 #9.

Change Order #9 decreases the contract by \$2,018.52. The revised contract amount is \$1,225,888.78. 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 0.33% 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 #9, Bid #1147 for Inland Empire Architectural Specialties, interiors for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	-\$2,018.52	Board Date: October 22, 2012
Prepared by:	Darryl A. Odum, Director, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building

Bid No. 1147 P.O. # 10-P0014649

D.S.A. No. 04-110212

Contractor: Inland Empire Architectural Specialties

Change Order No. 9

Architect: LPA Inc

Date: October 1, 2012

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

SUMMARY OF CONTRACT PRICE

Original Contract Amount		\$1,186,000.00
Previous Change Orders	\$41,907.30	
This Change Order	-\$2,018.52	
Total Change Orders		\$39,888.78
Revised Contract Amount		\$1,225,888.78
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		1 calendar day
Original Completion Date		November 25, 2011
Revised Contract Completion Date		November 26, 2011
RSCCD Board Approval Date		October 22, 2012

Architect

Authorized Signature

Date

Contractor Name

Authorized Signature

Date

Construction Manager - Seville CS

Authorized Signature

Date

District Inspector

Authorized Signature

Date

Darryl A. Odum

Director - District Construction and Support Services

Date

Assistant Vice Chancellor - Facility Planning

Authorized Signature

Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services

Date

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1147	P.O. # 10-P0014649
Contractor: Inland Empire Architectural Specialties		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 9	
		Date: October 1, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Contractors portion of site clean up costs performed by Inland Builders. <u>REASON:</u> Field Condition <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days	-\$2,018.52	
Sub-Total		-\$2,018.52	\$0.00
Total			-\$2,018.52

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

To:	Board of Trustees	Date:	October 22, 2012
Re:	Adoption of Resolution No. 12-56 – Implementing Prequalification of Construction Contractors for the District’s List of Qualified Bidders for Informal Bidding Procedure		
Action:	Request for approval		

BACKGROUND

On November 20, 1995 the Board of Trustees adopted Resolution #95-18 to become subject to the procedures set forth in the Uniform Public Construction Cost Accounting Act (the “Act”) and the California Uniform Public Construction Cost Accounting Commission’s Policies and Procedures Manual. The Act was created to simplify and unify bidding procedures and cost accounting on public works projects. The District was an early adopter of this Act.

As defined by the Act and in accordance with the dollar limits, the District has been utilizing the informal bidding procedures for public works projects including maintaining a list of qualified contractors according to the categories of work that they perform. This includes advertising once a year in November in designated construction trade journals inviting all licensed contractors to submit their names and general information about their firm. During the course of the following year, this information is added to the District’s qualified list to be used to solicit contractors for informal bids. In addition, the Act offers the benefit of awarding contracts up to certain dollar amounts without having to solicit formal bids following a clearly defined informal bidding process. This raises the bid threshold up to \$175,000 from the current cap of \$15,000; however, any public works project over \$175,000 requires a formal bid and the traditional award process. Due to the higher bid limit, minor projects can start sooner and complete earlier without the need for the cumbersome formal bidding process.

ANALYSIS

The District’s construction attorney, Hugh Lee, has recommended that the District follow a formal online prequalification process requiring prospective contractors to complete and submit to the District a standardized questionnaire application including experience in performing public works and financial information (Exhibit A) for each year for consideration as well as establishing a uniform rating system (Exhibit B). This will be used as the basis for prequalifying which contractors are eligible to be included on the qualified list. Contractors that are not eligible will have the opportunity to re-apply.

Approval of the resolution is required for the District to implement the prequalification program and use the questionnaire and rating system to determine who is eligible to be included on the Qualified List.

RECOMMENDATION

It is recommended that the Board approve the adoption of Resolution No. 12-56 implementing prequalification of construction contractors for the District's list of qualified bidders for the informal bidding procedure as presented.

Fiscal Impact:	None	Board Date: October 22, 2012
Prepared by:	Tracey Conner-Crabbe, Director of Purchasing Services	
Submitted by:	Peter J. Hardash, Vice Chancellor of Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

**RESOLUTION IMPLEMENTING PREQUALIFICATION
OF CONSTRUCTION CONTRACTORS FOR RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT'S LIST OF QUALIFIED BIDDERS FOR THE INFORMAL
BIDDING PROCEDURE OF THE UNIFORM PUBLIC CONSTRUCTION COST
ACCOUNTING ACT**

RESOLUTION NO. 12-56

WHEREAS, Public Contract Code section 22000 et seq. sets forth the Uniform Public Construction Cost Accounting Act (the "Act") which provides for the implementation of uniform construction cost accounting procedures for all public agencies electing to participate, together with instructions for their adoption and implementation by any public agency;

WHEREAS, pursuant to Public Contract Code section 22030, the Board of Trustees of the Rancho Santiago Community College District ("District") formally elected to become subject to the procedures set forth in the Act and the California Uniform Public Construction Cost Accounting Commission's Policies and Procedures Manual (the "Act Manual") by adopting Resolution No. 95-18 on November 20, 1995;

WHEREAS, pursuant to the Act and Public Contract Code section 22032(b), any project of one hundred seventy-five thousand dollars (\$175,000) or less may be let to contract by the informal bidding procedure set forth in Public Contract Code section 22034 ("Informal Bidding Procedure");

WHEREAS, under the Informal Bidding Procedure, the District must maintain a list of qualified contractors who can enter into construction contracts for projects that use the Informal Bidding Procedure ("Qualified List");

WHEREAS, Public Contract Code Section 20651.5 authorizes the governing Board of Trustees of a community college district to require that any prospective bidder for any construction contract to complete and submit to the community college district a standardized questionnaire and financial statement in a form specified by the community college district ("Questionnaire");

WHEREAS, the District may use the Questionnaire to determine who is eligible to be included on the Qualified List;

WHEREAS, the Questionnaire is required to include a complete statement of the prospective bidder's financial ability and experience in performing public works;

WHEREAS, the Questionnaire and financial statement must be verified under oath by the bidder in the manner in which civil pleadings and civil actions are verified;

WHEREAS, the Questionnaire is not a public record and is not to be opened to public inspection;

WHEREAS, Public Contract Code Section 20651.5(b) requires any community college district requiring prospective bidders to complete and submit a Questionnaire to adopt and apply a uniform system of rating the submitted Questionnaire with a uniform point system in order to determine if the bidder is qualified to work on District projects (“Uniform System”); and

WHEREAS, a community college district may exclude from its Qualified List any contractor who does not meet the minimum qualification requirements as determined by its score on the Questionnaire.

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

Section 1. In accordance with Public Contract Code Section 20651.5(a), the Board establishes a prequalification program for contractors to qualify for inclusion on the Qualified List (“Prequalification Program”).

Section 2. The Prequalification Program shall utilize the Questionnaire attached hereto as Exhibit “A” and incorporated herein.

Section 3. In accordance with Public Contract Code Section 20651.5(b), the District adopts the Uniform System of allocating points set forth in the document attached hereto as Exhibit “B” with respect to the District’s review of any submitted Questionnaires. Any potential bidder who submits a Questionnaire that does not meet the above-referenced criteria set forth in this section shall be considered not qualified and rejected. The District may change or adjust the Uniform System as determined to be in the best interest of the District.

Section 4. In accordance with the Act Manual, in November of each year, the District shall send written notice of all applicable construction trade journals, as set forth in the Act Manual, inviting licensed contractors to submit a Questionnaire to be considered for inclusion on the District’s Qualified List.

Section 5. The District shall create a new Qualified List starting January 1st of each year including all contractors who qualify through the Prequalification Program.

Section 6. In addition to the new list created every January, the District may add any contractor to the Qualified List who qualifies through the Prequalification Program at any time.

Section 7. Any Contractor who fails to submit a Questionnaire or is not deemed to be prequalified by the District based on its assessment of the Contractor’s Questionnaire, shall not be included on the District’s Qualified List and will not be considered for any project using the Informal Bidding Procedure.

Section 8. The Board hereby delegates to the District’s Chancellor or to such staff member as he or she may designate the authority to determine whether a potential bidder shall be considered prequalified and administer the Prequalification Program.

PASSED AND ADOPTED by the Governing Board of Trustees of the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on October 22, 2012 by the following vote:

AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

I, Dr. Raul Rodriguez, 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

EXHIBIT "A"

Contractor's Qualification Application

1. Application for Qualification

WELCOME AND INTRODUCTION

The Rancho Santiago Community College District ("District") previously adopted the Uniform Construction Cost Accounting Procedures under Public Contract Code §22000 et seq. In accordance with the State of California Uniform Public Construction Cost Accounting Commission, the District is inviting all interested licensed contractors to submit their company for inclusion on the District's list of qualified contractors for 2013 calendar year. Per California Public Contract Code 22032, any Public Works Project that is estimated to be below \$175,000.00 is subject to the Informal Bidding Procedures set forth by the state of California Uniform Construction Cost Accounting Commission. All trade categories are subject to Informal Bidding Procedures. Contractors that are interested in being on the 2013 Qualified Contractors List are required to have a current license and are subject to verification with the Contractors State License Board.

If you or your company would like to be placed on the District's 2013 Qualified Contractors List ("Qualified List"), your firm must complete this Online Application for Qualification. This Questionnaire will be the basis for determining which bidders are qualified to be on the District's Qualified List in accordance with California Public Contract Code Section 20651.5. Any firm who fails to submit a complete Questionnaire, or fails to qualify, will not be placed on the Qualified List and will not be permitted to bid on District projects that are subject to the Informal Bidding Procedures during the 2013 term.

In addition to being disqualified for failure to submit a Questionnaire or failure to qualify, a Contractor may be automatically disqualified for any one of the following:

1. Omission of any requested information
2. Falsification of information
3. Excessive stop notices, prevailing wage violations or construction claims
4. Debarment from the Division of Labor Standards Enforcement
5. Inability to demonstrate bonding capacity or ability to obtain required insurance

Rating Procedure

The District has pre-established a rating system for the qualification of contractors. Contractors who receive the requisite number of points based on this rating system will be placed on the District's Qualified List and allowed to submit bids for applicable projects.

Contractors who have been terminated by the owner, owner's representative or contracting party may be disqualified if it is determined that the cause for termination relates to the ability of the contractor to complete District projects or otherwise pertains to the responsibility of the contractor to perform the work.

Questions may be directed to Tracey Conner-Crabbe, Director of Purchasing Services at (714) 480-7371 or conner_tracey@rscdd.edu

EXHIBIT "A"

Contractor's Qualification Application

2. Application for Qualification

INSURANCE REQUIREMENTS

It is required that every contractor working for the Rancho Santiago Community College District ("District") meet the following insurance requirements. The contractor will be required to file with the District certificates of such insurance and endorsements. Failure to furnish such evidence will be considered default of the contractor.

Prior to commencing work, and continuing during the life of any project awarded to the contractor, contractor shall take out, and require all subcontractors, if any, to take out and maintain:

Commercial General Liability Insurance to include products and completed operations, contractual, independents, broad form property damage, fire, legal, and personal injury with a combined single limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

Comprehensive Automobile Liability Insurance to include all autos owned, non-owned, and hired with a combined single limit of \$1,000,000 per occurrence for bodily injury, personal injury and property damage.

Workers' Compensation Insurance as required by the Labor Code of the State of California and Employers' Liability insurance limits of \$1,000,000 per accident.

The District shall be named as an Additional Insured on the Commercial General Liability and Comprehensive automobile policies, documented by a written endorsement, and the policy must carry a 30-day cancellation clause.

***1. Do you currently have the stated amounts of coverage?**

- Yes
- No

Contractor's Qualification Application

3. Application for Qualification

INFORMATION REGARDING AGREEMENTS AND BONDS

Upon award of any job over \$25,000, the District shall require Performance and Payment Bonds as required by state regulations.

The Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish and which it has established.

The Payment Bond must be in the amount of 100 percent of the total amount payable. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish.

***1. Please indicate you have read this information and acknowledge this policy and procedure.**

Yes

No

Contractor's Qualification Application

4. Application for Qualification

DISTRICT'S RIGHTS

The qualification of contractors will be based on the criteria as outlined in this application. The District, however, reserves the right to reject any/or all applications, and to waive any informality in the application. The District reserves the right to reject any Bidder who has previously failed to perform properly, or complete on time, contracts of a similar nature, or to reject the application of a contractor who is not in a position to perform such contract satisfactory. The District expressly reserves the right to reject any Bidder who is in default of payment of taxes, licenses or other monies due to the District.

The District reserves the right to check other available sources to confirm any response or any information related to the questions set forth herein. All information submitted by a contractor for qualification purposes is not public records and are not open to public inspection. Ratings of individual firms will only be disclosed upon written request by that firm.

CONTACTING THE DISTRICT:

Contact Information:

Rancho Santiago Community College District
Purchasing Services
2323 North Broadway
Suite, 109
Santa Ana, CA 92706

714.480.7370 - Phone
714.796.3907 - Fax

Tracey Conner-Crabbe
Director of Purchasing Services

714.480.7371 - Phone
conner_tracey@rscdd.edu

Thank you for completing this application. Your response is very important to us.

Contractor's Qualification Application

5. Application for Qualification

QUALIFICATION RATING QUESTIONNAIRE

A Bidder will **NOT** be deemed qualified if the answer to **ANY** of the following questions in this section (Section 5, Q1-4) is "No".

***1. Bidder possesses a valid and current California Contractors' License in good standing for the trade(s) for which Bidder is qualifying, under the name presented on this application.**

Yes

No

***2. Bidder maintains a commercial General Liability Insurance Policy with a coverage amount of at least \$1,000,000.00 per occurrence.**

Yes

No

***3. Bidder maintains a Comprehensive Automobile Liability Insurance Policy with a coverage amount of at least \$1,000,000.00 per occurrence.**

Yes

No

***4. Bidder has a current Workers' Compensation Insurance Policy as required by the Labor Code or is legally self-insured pursuant to Labor Code § 3700.**

Bidder is exempt from this requirement, because it has no employees

Yes

No

Contractor's Qualification Application

6. Application for Qualification

QUALIFICATION RATING QUESTIONNAIRE

A bidder will **NOT** be deemed qualified if the answer to **ANY** of the following questions in this section (Section 6, Q1-5) is "Yes":

***1. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action, for making any false claim or material misrepresentation to any public entity?**

- Yes
- No

***2. At any time during the last five (5) years has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state or local law related to construction?**

- Yes
- No

***3. At any time during the last five (5) years has your firm or any of its owners, officers or partners ever been convicted of a felony or fraud (federal or state)?**

- Yes
- No

***4. At any time during the past five years, has any surety company made any payments on your firm's behalf to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?**

- Yes
- No

***5. Has CAL OSHA cited and assessed penalties against your firm for any "willful" violations of its safety or health regulations in the past five (5) years? (Note: If your firm filed an appeal of the citation and the OSHA Appeals Board has not yet ruled on the appeal, you need not include the information about the citation.)**

- Yes
- No

Contractor's Qualification Application

7. Application for Qualification

BIDDER AND CONTACT INFORMATION

Questions in Section 7 will not be scored. Answers provided are for informational purposes only.

***1. Bidder Demographic Information**

Contractor Name:

Office Address (1):

Address (2):

City:

State:

Zip Code:

County:

Phone Number:

Fax Number:

Federal Tax ID No.:

2. If your mailing address is different than your street address, please provide your mailing address below.

Mailing Address 1:

Mailing Address 2:

City:

State:

Zip Code:

***3. Please provide the following information.**

Number of Years in Business:

Number of Years as Present Name:

Contractor's Qualification Application

4. If your firm has conducted business under a name or name style different than firm's present name in the past ten (10) years, identify all prior name(s) or name style(s).

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

***5. Within the last five years, has there been any change in the control of your firm (i.e. has the person or entity who has the authority to make decisions regarding the operations and functioning of your firm changed)?**

Yes
 No

***6. Is your firm or its owners connected with other companies as a subsidiary, parent, holding or affiliate?**

Yes
 No

***7. Provide your firm's annual revenue for the last five years.**

Calendar Year

2011	
2010	
2009	
2008	
2007	

Contractor's Qualification Application

8. Application for Qualification

PRINCIPAL CONTACTS

Questions in Section 8 will not be scored. Answers provided are for informational purposes only.

***1. Provide the following information:**

Name:

Title:

Office Phone:

Cell Phone:

Fax:

Email:

Contractor's Qualification Application

9. Application for Qualification

COMPANY INFORMATION

Questions in Section 9 will not be scored. Answers provided are for informational purposes only.

***1. Bidder Form of Entity (check appropriate)**

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture
- Sole Proprietorship

EXHIBIT "A"

Contractor's Qualification Application

10. Application for Qualification

TRADE CATEGORIES

Questions in Section 10 will not be scored. Answers provided are for informational purposes only.

*1. Below is a list of trade categories for which Informal Bidding Qualification is requested. The required classification of California Contractors' License for each trade is in parentheses () after the trade category. Please select all that apply to your business.

- General Engineering Contractor (A)
General Construction (B)
Insulation and Acoustical (C-2)
Boiler-Hot-Water, Heating System Fitting Contractor (C-4)
Framing and Rough Carpentry Contractor (C-5)
Cabinetry, Millwork, finish Carpentry (C-6)
General Low Voltage Electrical (C-7)
Telecommunications/Data Cabling (C-7)
Concrete Contractor (C-8)
Drywall Contractor (C-9)
General Electrical (C-10)
Elevator Contractor (C-11)
Earthwork/Paving (C-12)
Fence (C-13)
Flooring (C-15)
Fire Protection/Fire Alarms (C-16)
Glass (C-17)
HVAC (C-20)
Moving/Demolition (C-21)
Ornamental Metal Contractor (C-23)
Landscaping/Irrigation (C-27)
Doors/Locks/Security (C-28)
Masonry Contractor (C-29)
Construction Zone Traffic Control (C-31)
Parking Lot (C-32)
Painting (C-33)
Pipeline Contractor (C-34)
Lathing/Plastering Contractor (C-35)
Plumbing (C-36)
Refrigeration Contractor (C-38)
Roofing (C-39)
Sanitation System Contractor(C-42)
Sheet Metal Contractor (C-43)
Electrical Sign Contractor (C-45)
Solar Contractor (C-46)
General Manufactured Housing Contractor (C-47)
Reinforcing Steel Contractor (C-50)
Structural Steel Contractor (C-51)
Swimming Pool Contractor (C-53)
Ceramic Tile (C-54)
Water Conditioning Contractor (C-55)
Trenching (C-56)
Water Well Drilling Contractor (C-57)
Welding (C-60)
Limited Specialty (C-61)
Air and Water Balancing (C-62)
Construction Cleanup (D-63)
Non-specialized (D-64)
Weatherization and Energy Conservation (C-65)
Asbestos Related Work (ASB)
Hazardous Waste Removal (HAZ)

Other (please specify)

[Empty rectangular box for specifying other trade categories]

Contractor's Qualification Application

11. Application for Qualification

LICENSE DATA

Questions in Section 11 will not be scored. Answers provided are for informational purposes only.

*** 1. Enter the required information:**

License Classification:	<input type="text"/>
License Number:	<input type="text"/>
Expiration Date:	<input type="text"/>
License Classification:	<input type="text"/>
License Number:	<input type="text"/>
Expiration Date:	<input type="text"/>
License Classification:	<input type="text"/>
License Number:	<input type="text"/>
Expiration Date:	<input type="text"/>
License Classification:	<input type="text"/>
License Number:	<input type="text"/>
Expiration Date:	<input type="text"/>
License Classification:	<input type="text"/>
License Number:	<input type="text"/>
Expiration Date:	<input type="text"/>
License Classification:	<input type="text"/>
License Number:	<input type="text"/>
Expiration Date:	<input type="text"/>

Contractor's Qualification Application

2. CERTIFICATIONS

If applicable, list any manufacturer training, authorizations or specialized certifications, issued to your firm.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

EXHIBIT "A"

Contractor's Qualification Application

12. Application for Qualification

PERFORMANCE / EXPERIENCE

A Bidder must receive a minimum score of 105 points in this section (Section 12, Q1-18).

***1. Has your firm engaged in a public works construction contract greater than \$100,000.00 in the past two (2) years?**

Yes, 10 Points

No, 0 Points

***2. Has a claim or other demand ever been made against your firm's California Contractors' License Bond?**

No, 5 Points

Yes, 0 Points

***3. Has a claim or other demand ever been made against your firm's California Contractors' License with the California Contractors' State Licensing Board?**

No, 5 Points

Yes, 0 Points

***4. Has your firm ever been unable to obtain a bond or been denied a bond for a construction contract that you were awarded?**

No, 5 Points

Yes, 0 Points

***5. Has your firm ever asked to be relieved of a signed contract awarded to it?**

No, 5 Points

Yes, 0 Points

***6. Has your firm ever failed to complete a contract?**

No, 10 Points

Yes, 0 Points

***7. Has your firm ever been declared in default of a construction contract?**

No, 10 Points

Yes, 0 Points

***8. Has your firm ever been terminated for convenience?**

No, 5 Points

Yes, 0 Points

Contractor's Qualification Application

***9. Has your firm ever failed to complete a public works construction contract within the authorized time?**

No, 10 Points

Yes, 0 Points

***10. Has your firm ever been deemed or found to be a non-responsible contractor?**

No, 5 Points

Yes, 0 Points

***11. Has your firm ever been assessed and paid liquidated damages under a construction contract with either a public or private owner?**

No, 5 Points

Yes, 0 Points

***12. In the past five years, has any insurance carrier, for any form of insurance, refused to renew an insurance policy for your firm?**

No Occasions, 10 Points

1 Occasion, 5 Points

More than 1 Occasion, 0 Points

***13. During the last five years, has your firm ever been denied coverage by a surety company?**

No, 10 Points

Yes, 0 Points

***14. During the last five years, has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?**

No, 10 Points

Yes, 0 Points

***15. Is your firm currently the debtor in a bankruptcy case?**

No, 10 Points

Yes, 0 Points

***16. If your firm and any prior firm is not currently in bankruptcy, was your firm in bankruptcy at any time during the last five years?**

No, 10 Points

Yes, 0 Points

***17. Are there any outstanding liens/stop notices for labor and/or material filed against your firm on any contracts which have been done or are being done by your firm?**

No, 5 Points

Yes, 0 Points

Contractor's Qualification Application

***18. In the last five years, has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?**

No, 5 Points

Yes, 0 Points

EXHIBIT "A"

Contractor's Qualification Application

13. Application for Qualification

SAFETY, WORKERS' COMPENSATION, AND PREVAILING WAGE

Each bidder must declare any serious or willful violations of Part 1 (commencing with Section 6300) of Division 5 of the California Labor Code received during the last five years. This information must include all construction work undertaken in the United States by the bidder and any affiliate of the bidder. Separate information shall be submitted for each particular partnership, joint venture, corporation, Limited Liability Company or individual bidder or subcontractor. The bidder or its subcontractors may be requested to submit additional information or explanation of data, which District may require for evaluating the safety record. The term "affiliate" shall mean any firm, corporation, partnership, joint venture, limited liability company or association which is a member, joint venturer or partner of the bidder, or any such entity which owns a substantial interest in or is owned in common with the bidder, its subcontractor or any of its members, joint venturers or partners, or any such entity in which the bidder, its subcontractor, or any of their members, joint venturers or partners own a substantial interest.

Bidder must receive a minimum of 30 points in this section (Section 13, Q1-7).

*** 1. Has CAL OSHA cited and assessed penalties against your firm for any "serious" or "repeat" violations of its safety or health regulations in the past five (5) years? (Note: If your firm filed an appeal of the citation and the OSHA Appeals Board has not yet ruled on the appeal, you need not include the information about the citation.)**

No Occasions, 5 Points

1 or More Occasions, 0 Points

*** 2. Has Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years? (Note: If your firm filed an appeal of the citation and the OSHA Appeals Board has not yet ruled on the appeal, you need not include the information about the citation.)**

No Occasions, 5 Points

1 or More Occasions, 0 Points

*** 3. Has the EPA, any Air Quality Management District or any Regional Water Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five (5) years? (Note: If you have filed an appeal of citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.)**

No Occasions, 5 Points

1 or More Occasions, 0 Points

Contractor's Qualification Application

***4. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past five (5) years. (Note: An EMR is issued to your firm annually by your Workers' Compensation Insurance Carrier.)**

Scoring:

Five Year Average EMR of .95 or less = 5 Points

Five Year Average EMR of .95 but not more than 1.10 = 3 Points

Five Year Average EMR of 1.10 but not more than 1.25 = 2 Points

Any Other EMR = 0 Points

Current Year:	<input type="text"/>
Prior Year:	<input type="text"/>
Year 3:	<input type="text"/>
Year 4:	<input type="text"/>
Year 5:	<input type="text"/>

***5. Within the last five (5) years, has there ever been a period when your firm had employees but was without Workers' Compensation Insurance or state-approved self-insurance?**

1 or Less Occasion, 5 Points

More than 1 Occasion, 0 Points

***6. Has there been more than one occasion during the last five (5) years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of prevailing wage laws by a subcontractor to your firm.)**

No Occasions, 5 Points

1 or More Occasions, 0 Points

***7. Has there been more than one occasion during the last five (5) years in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?**

No Occasions, 5 Points

1 or More Occasions, 0 Points

Contractor's Qualification Application

14. Contractor's Qualification Application

ARBITRATION & LITIGATION HISTORY

The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a subcontract and a project owner. Also, you may omit reference to all disputes involving amounts of less than \$50,000.00.

Bidder must receive a score of 10 points in this section (Section 14, Q1-2)

***1. In the past five years, has any claim against your firm concerning your firm's work on a construction project, been filed in court, mediation or arbitration?**

No, 5 Points

Yes, 0 Points

***2. In the past five years, has any claimant against your firm made any claim against a project owner concerning work on a project or payment for a contract, and filed that claim in court, mediation or arbitration?**

No, 5 Points

Yes, 0 Points

Contractor's Qualification Application

15. Application for Qualification

ACCURACY AND AUTHENTICITY

I declare under penalty of perjury under California law that I am duly authorized to execute this Informal Bidding Qualification Application on behalf of the above identified Contractor. I warrant and represent that I have personal knowledge of each of the responses to this Informal Bidding Qualification Application and have conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Informal Bidding Qualification Application.

I declare and certify that the responses to this Informal Bidding Qualification Application are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. I acknowledge and agree that if the District determines that any response herein is false or misleading or contains misstatements of fact, the Contractor will not be deemed qualified to participate in the Districts Informal Bidding Procedures.

All information submitted for prequalification evaluation will be considered official information acquired in confidence and the District will maintain its confidentiality to the extent permitted by law.

***1. Your typed name and date shall be treated as a legal signature.**

Signature:

Title:

Date:

EXHIBIT "B"

CONTRACTOR'S QUALIFICATION UNIFORM RATING SYSTEM

Rating Procedure

The District has pre-established a rating system for the qualification of contractors. Contractors who receive the requisite number of points based on this rating system will be placed on the District's Qualified List and allowed to submit bids for applicable projects. All Sections that are not listed below are for informational purposes and are not used to calculate the rating of the Contractors.

The District reserves the right to disqualify any Contractor who provides false information or answers indicating that the Contractor is incapable of performing school construction. Contractors who have been terminated by the owner, owner's representative or contracting party may be disqualified if it is determined that the cause for termination related to the ability of the contractor to complete District projects or otherwise pertains to the responsibility of the contractor to perform the work.

Section #	Required Answer	Required Score for Each Section	Possible Score
5	Yes	Responding with "No" Automatic Disqualification	
6	No	Responding with "Yes" Automatic Disqualification	
12		105	135
13		30	35
14		10	10
Minimum Points Required		145	
Total Possible Points			180

Purchase Order List

09/10/12 thru 10/06/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024212	2,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/10/2012
* 13-P0024213	88,960.91	FREEMOTION FITNESS	Equip/Software - >\$200 <\$1,000	SP	BOND	9/11/2012
* 13-P0024214	12,738.79	ADVANCED EXERCISE EQUIPMENT	Equipment - All Other > \$1,000	SP	BOND	9/11/2012
* 13-P0024215	719.23	US SHOP TOOLS	Instructional Supplies	SP		9/10/2012
* 13-P0024216	87,530.73	GARV INC	Equipment - All Other > \$1,000	SP	BOND	9/11/2012
13-P0024217	290.25	PAHANA ENTERPRISES INC	Food and Food Service Supplies	SP		9/10/2012
13-P0024218	801.66	FREEMOTION FITNESS	Instructional Supplies	SP		9/11/2012
13-P0024219	1,284.92	ADVANCED EXERCISE EQUIPMENT	Instructional Supplies	SP		9/11/2012
13-P0024220	1,438.48	GARV INC	Instructional Supplies	SP		9/11/2012
13-P0024221	592.61	MARTINEZ BOOKS AND ART GALLERY	Books, Mags & Ref Mat, Non-Lib	SP		9/10/2012
13-P0024222	650.00	NGUYEN KIEU DIEM	Contracted Services	SP		9/11/2012
13-P0024224	955.81	CM SCHOOL SUPPLY CO	Instructional Supplies	SP		9/11/2012
13-P0024225	356.59	CM SCHOOL SUPPLY CO	Instructional Supplies	SP		9/11/2012
13-P0024226	325.00	NAT'L ASSOC OF VETERANS PROGRAM ADMIN	Conference Expenses	SP		9/11/2012
13-P0024227	471.20	AMERICAN EXPRESS	Conference Expenses	SP		9/11/2012
13-P0024228	622.20	INTERNATIONAL RIVERCENTER LESSEE, LLC	Conference Expenses	SP		9/11/2012
* 13-P0024229	400.00	STUDENT BUSINESS OFFICE	Non-Instructional Supplies	SP		9/11/2012
13-P0024230	550.40	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/11/2012
13-P0024231	8,000.00	CRUZ PATRICIA M	Contracted Services	SP		9/11/2012
13-P0024232	170.25	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/11/2012
13-P0024233	2,800.00	TRL SYSTEMS INC	Maint/Oper Service Agreements			9/12/2012
13-P0024234	3,350.00	FARWEST CORROSION CONTROL COMPANY	Maint/Oper Service Agreements			9/12/2012
13-P0024235	23,000.00	MICHAEL JEFFREY FOU DY	Contracted Services	SP		9/12/2012
13-P0024236	359.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			9/12/2012
13-P0024237	100,000.00	PALO ALTO SOFTWARE INC	Contracted Services	SP		9/12/2012
13-P0024238	82.50	CHRONICLE OF HIGHER ED	Books, Mags & Ref Mat, Non-Lib			9/12/2012
13-P0024239	250.00	DON BOOKSTORE	Mileage/Parking Expenses	SP		9/12/2012
13-P0024240	4,740.00	DON BOOKSTORE	Non-Instructional Supplies	SP		9/12/2012
13-P0024241	1,200.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			9/12/2012
13-P0024242	2,000.00	GOLD COAST TOURS	Transportation - Student	SP		9/12/2012
13-P0024243	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/12/2012
13-P0024244	808.13	SMART & FINAL	Food and Food Service Supplies	SP		9/12/2012
13-P0024245	126.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/12/2012
13-P0024246	70.00	ORANGE COUNTY TRAINING	Inst Dues & Memberships			9/12/2012
13-P0024247	37,500.00	DON BOOKSTORE	Books Paid for Students	SP		9/12/2012

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

5.19 (1)

No. 5.19

Purchase Order List

09/10/12 thru 10/06/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024248	80.04	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/12/2012
13-P0024249	2,101.04	NEW READERS PRESS	Books, Mags & Ref Mat, Non-Lib	SP		9/12/2012
13-P0024250	117.59	PEARSON ED	Books, Mags & Ref Mat, Non-Lib	SP		9/12/2012
13-P0024251	50.34	HOUGHTON MIFFLIN HARCOURT PUBL	Books, Mags & Ref Mat, Non-Lib	SP		9/12/2012
13-P0024252	326.32	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		9/12/2012
13-P0024253	526.23	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		9/12/2012
13-P0024254	47.98	TAB PRODUCTS CO	Non-Instructional Supplies	SP		9/12/2012
13-P0024255	919.76	CNS PRODUCTIONS	Books, Mags & Ref Mat, Non-Lib	SP		9/12/2012
13-P0024256	686.67	MUSCLEDRIVER USA LLC	Instructional Supplies	SP		9/12/2012
13-P0024257	50,214.53	D4 SOLUTIONS INC.	Contracted Services			9/12/2012
13-P0024258	51.69	OFFICE DEPOT BUSINESS SVCS	Food and Food Service Supplies	SP		9/12/2012
13-P0024259	14,000.00	FACILITY WERX INC	Non-Instructional Supplies			9/12/2012
13-P0024260	422.91	MCMASTER CARR SUPPLY CO	Non-Instructional Supplies			9/12/2012
13-P0024261	1,500.00	KNORR SYSTEMS INC	Equipment - All Other > \$1,000			9/12/2012
13-P0024262	292.56	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		9/12/2012
13-P0024263	1,000.00	HOME DEPOT	Non-Instructional Supplies			9/12/2012
13-P0024264	3,780.00	AMERICAN INTERNAT'L EDUCATION FOUNDATION	Conference Expenses	SP		9/13/2012
13-P0024265	261.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			9/13/2012
13-P0024266	1,833.51	APPERSON	Non-Instructional Supplies	SP		9/13/2012
13-P0024267	682.50	LUX BUS AMERICA	Transportation - Student	SP		9/13/2012
13-P0024268	12,276.00	D4 SOLUTIONS INC.	Contracted Services			9/12/2012
13-P0024269	300.00	ASSOCIATION OF COUNSELING CENTER TRAINING A	Inst Dues & Memberships	SP		9/13/2012
13-P0024270	100.47	PHOENIX LEARNING RESOURCES	Instructional Supplies	SP		9/13/2012
13-P0024271	195.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies			9/13/2012
13-P0024272	560.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/13/2012
13-P0024273	1,462.00	ORANGE COUNTY REGISTER	Site Improv - Legal Expenses	SP	BOND	9/13/2012
13-P0024274	7,500.00	ASCIP	Buildings - Legal Expenses	SP	BOND	9/13/2012
13-P0024275	1,125.00	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		9/13/2012
13-P0024276	500.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		9/13/2012
13-P0024277	24,500.00	ICEED INT'L CONSORTIUM FOR	Contracted Services	SP		9/13/2012
13-P0024278	375.00	RP GROUP	Conference Expenses	SP		9/13/2012
13-P0024280	105.00	CA SCHOOL UNEMPLOYMENT INSURANCE TECHNICAL	Conference Expenses			9/13/2012
13-P0024281	249.95	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		9/13/2012
13-P0024282	667.50	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		9/13/2012
13-P0024283	1,757.92	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		9/13/2012

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

5.19 (2)

Purchase Order List
09/10/12 thru 10/06/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024284	174.00	ORANGE COUNTY REGISTER	Advertising			9/13/2012
13-P0024285	1,485.13	DAVE SMITH ENTERPRISES INC	Non-Instructional Supplies	SP		9/13/2012
13-P0024286	350.10	JIST PUB	Books, Mags & Ref Mat, Non-Lib	SP		9/13/2012
13-P0024287	3,000.00	KAISER ROBERT	Contracted Repair Services			9/13/2012
13-P0024288	1,564.05	VORTEX INDUSTRIES	Contracted Repair Services	SP		9/13/2012
13-P0024289	105.54	PDR DISTRIBUTION LLC	Books, Mags & Ref Mat, Non-Lib	SP		9/13/2012
13-P0024290	220.77	LOS ANGELES TIMES	Books, Mags & Ref Mat, Non-Lib			9/13/2012
13-P0024291	697.14	SUFIAN MUNIR INC	Equip/Software - >\$200 <\$1,000	SP		9/13/2012
13-P0024292	5,493.80	DLT SOLUTIONS	Software License and Fees			9/13/2012
13-P0024293	326.79	AMERICAN CHEMICAL SOCIETY	Instructional Supplies			9/13/2012
13-P0024294	354.00	VORTEX INDUSTRIES	Contracted Repair Services	SP		9/14/2012
13-P0024295	99.00	ECS IMAGING INC	Maint Contract - Office Equip	SP		9/14/2012
13-P0024296	2,000.00	TROXELL COMM INC	Instructional Supplies	SP		9/17/2012
13-P0024297	750.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		9/17/2012
13-P0024298	6,000.00	GLASBY MAINTENANCE SUPPLY	Non-Instructional Supplies			9/17/2012
13-P0024299	320.00	COUNTY OF ORANGE	Other Licenses & Fees			9/17/2012
13-P0024300	587.12	IRVINE PIPE SUPPLY	Equip/Software - >\$200 <\$1,000	SP		9/17/2012
13-P0024301	2,160.00	POSTMASTER	Postage			9/17/2012
13-P0024302	171.90	INNOVATIVE EDUCATORS	Instructional Supplies	SP		9/17/2012
13-P0024303	144.32	CM SCHOOL SUPPLY CO	Instructional Supplies	SP		9/17/2012
13-P0024304	167.63	BUSINESS MACHINES SECURITY	Non-Instructional Supplies			9/17/2012
13-P0024305	335.52	BARTELL HOTELS	Conference Expenses	SP		9/17/2012
13-P0024306	315.00	CCCCIO	Conference Expenses	SP		9/17/2012
13-P0024307	480.00	CCCCIO	Conference Expenses	SP		9/17/2012
13-P0024308	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		9/17/2012
13-P0024309	364.00	PHI LOAN M. LE	Conference Expenses	SP		9/17/2012
13-P0024310	21,689.07	COMPONENT FABRICATORS INC	Equipment - All Other > \$1,000	SP	BOND	9/17/2012
13-P0024311	3,833.75	SOUTHERN CALIFORNIA FITNESS SVCS INC	Equipment - All Other > \$1,000	SP	BOND	9/17/2012
13-P0024312	138,690.00	MARINA LANDSCAPE INC	Buildings - Contracted Svcs	SP	BOND	9/17/2012
13-P0024313	143.19	FRESNO LODGING LLC	Conference Expenses	SP		9/17/2012
* 13-P0024314	9,627.26	THE WRIGHT GROUP INC	Contracted Services			9/17/2012
13-P0024315	8,854.02	PIVOTAL HEALTH SOLUTIONS INC	Equipment - All Other > \$1,000	SP	BOND	9/17/2012
13-P0024316	38,159.65	PROMAXIMA MFG LTD	Equipment - All Other > \$1,000	SP	BOND	9/17/2012
13-P0024317	20,149.25	WOODWAY USA INC	Equipment - All Other > \$1,000	SP	BOND	9/17/2012
13-P0024318	269.38	MONTGOMERY HARDWARE CO	Non-Instructional Supplies			9/17/2012

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

5.19 (3)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024319	2,728.23	XEROX CORP	Instructional Supplies	SP		9/17/2012
13-P0024320	2,711.31	GEMINI COMPUTERS INC	Equipment - All Other > \$1,000			9/17/2012
13-P0024321	19.99	APPLE COMPUTER INC	Software License and Fees			9/17/2012
13-P0024322	40.00	EDUCAUSE	Software License and Fees			9/17/2012
13-P0024323	906.29	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			9/17/2012
13-P0024324	5,933.66	DELL COMPUTER	Equipment - All Other > \$1,000			9/17/2012
13-P0024325	1,724.27	SOUTHERN CALIFORNIA FITNESS SVCS INC	Instructional Supplies	SP		9/18/2012
13-P0024326	7,447.20	PROMAXIMA MFG LTD	Instructional Supplies	SP		9/18/2012
13-P0024327	4,981.76	COMPONENT FABRICATORS INC	Instructional Supplies	SP		9/18/2012
13-P0024328	840.53	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		9/18/2012
13-P0024329	4,722.05	CDW GOVERNMENT INC.	Contracted Services	SP		9/18/2012
13-P0024330	546.90	AMERICAN EXPRESS	Conference Expenses	SP		9/18/2012
13-P0024331	390.00	IXL LEARNING	Software License and Fees	SP		9/18/2012
13-P0024332	950.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/19/2012
13-P0024333	214.53	CM SCHOOL SUPPLY CO	Instructional Supplies	SP		9/19/2012
13-P0024334	135.68	PITNEY BOWES	Postage			9/19/2012
13-P0024335	1,460.23	VIRCO MFG CORP	Instructional Supplies	SP		9/19/2012
13-P0024336	9,000.00	ERIC ELIZALDE	Maint/Oper Service Agreements			9/19/2012
13-P0024337	1,500.00	RIZUTO JOHN	Contracted Repair Services			9/19/2012
13-P0024338	4,000.00	KILALA MEDIA CORP	Contracted Services	SP		9/19/2012
13-P0024339	3,000.00	CADAVID MAURICIO	Contracted Services	SP		9/19/2012
13-P0024340	150.00	SCHOLARSHIP AMERICA INC	Inst Dues & Memberships	SP		9/19/2012
13-P0024341	650.00	SAPA EXTRUSIONS INC	Buildings - Engineering Costs	SP		9/19/2012
13-P0024342	14,500.00	BKF ENGINEERS	Site Improv - Contracted Svcs	SP	BOND	9/19/2012
13-P0024343	8,000.00	VANTAGE TECH CONSULTING GROUP	Buildings - Contracted Svcs	SP	BOND	9/19/2012
13-P0024344	138.49	ALIMED	Non-Instructional Supplies			9/19/2012
13-P0024345	48.05	ERGOSTOP INC	Non-Instructional Supplies			9/19/2012
13-P0024346	579.50	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			9/19/2012
13-P0024347	8,000.00	ORANGE COAST PLUMBING INC	Maint/Oper Service Agreements			9/19/2012
13-P0024348	579.00	GARDEN GROVE CHAMBER	Inst Dues & Memberships			9/19/2012
13-P0024349	300.00	CCCCIO	Inst Dues & Memberships			9/19/2012
13-P0024350	1,000.00	GB HEULER	Rental - Facility (Short-term)			9/19/2012
13-P0024351	500.00	FIRE SERVICE SPECIFICATION & SUPPLY	Instructional Supplies	SP		9/19/2012
13-P0024352	610.91	WELLS FARGO BANK	Conference Expenses			9/19/2012
13-P0024354	818.90	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		9/19/2012

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

5.19 (4)

Purchase Order List
09/10/12 thru 10/06/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024355	13,603.01	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		9/19/2012
13-P0024356	1,500.00	SODEXHO	Food and Food Service Supplies	SP		9/19/2012
13-P0024357	5,200.00	HMC ARCHITECTS	Buildings - Architects Fee	SP		9/19/2012
13-P0024358	2,500.00	SODEXHO	Food and Food Service Supplies	SP		9/19/2012
13-P0024359	846.62	SODEXHO	Food and Food Service Supplies	SP		9/19/2012
13-P0024360	4,944.11	DON BOOKSTORE	Books Paid for Students	SP		9/19/2012
13-P0024361	3,245.16	DON BOOKSTORE	Books Paid for Students	SP		9/19/2012
13-P0024362	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/19/2012
13-P0024363	1,000.00	CALIF STAGE & LIGHTING	Instructional Supplies	SP		9/19/2012
13-P0024364	121.22	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		9/19/2012
13-P0024365	5,000.00	ORANGE COUNTY MONSTER CARTS INC	Repair & Replacement Parts			9/19/2012
13-P0024366	224.07	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/19/2012
13-P0024368	559.56	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/19/2012
* 13-P0024369	1,315.32	MCGRAW HILL CONTEMPORARY	Books, Mags & Ref Mat, Non-Lib	SP		9/19/2012
13-P0024370	364.21	ABC SCHOOL EQUIPMENT INC	Instructional Supplies	SP		9/19/2012
13-P0024371	34,752.40	ACCUVANT INC	Equipment - Other Contract Svc	SP		9/19/2012
* 13-P0024372	7,590.74	THE WRIGHT GROUP INC	Contracted Services			9/19/2012
13-P0024373	1,378.40	AMERICAN EXPRESS	Other Participant Travel Exp	SP		9/20/2012
13-P0024374	2,425.65	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		9/20/2012
13-P0024375	256.01	WAXIE SANITARY SUPPLY	Equip/Software - >\$200 <\$1,000	SP		9/20/2012
13-P0024376	964.36	APPERSON	Equipment - Federal Progs >200	SP		9/20/2012
13-P0024377	597.55	FREY SCIENTIFIC/EDUC PUBL SERVICE	Instructional Supplies	SP		9/20/2012
13-P0024378	348.57	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		9/20/2012
13-P0024379	135.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		9/20/2012
13-P0024380	135.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		9/20/2012
13-P0024381	1,312.83	ACADEMY ELECTRIC INC	Contracted Repair Services	SP		9/20/2012
13-P0024382	582.92	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		9/20/2012
13-P0024383	300.00	VILLA PARK CATERING	Food and Food Service Supplies	SP		9/20/2012
13-P0024384	1,841.41	MICROTECH SCIENTIFIC	Instructional Supplies	SP		9/20/2012
13-P0024385	6,937.52	EBERHARD EQUIPMENT	Equipment - All Other > \$1,000			9/20/2012
13-P0024386	555.00	THE RISK MANAGEMENT ASSOC	Books, Mags & Ref Mat, Non-Lib	SP		9/20/2012
13-P0024387	819.98	PERQ-CHI LLC	Books, Mags & Ref Mat, Non-Lib	SP		9/20/2012
13-P0024388	2,306.23	CN SCHOOL AND OFFICE SOLUTIONS INC	Equip/Software - >\$200 <\$1,000	SP		9/21/2012
13-P0024389	1,170.00	CN SCHOOL AND OFFICE SOLUTIONS INC	Contracted Repair Services	SP		9/21/2012
13-P0024390	6,750.00	EMPIRE PARKING LOT SERVICES	Contracted Services	SP		9/21/2012

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

5.19 (5)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024391	45.00	BLANKENSHIP, SHARLENE	Contracted Repair Services	SP		9/21/2012
13-P0024392	5,924.00	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		9/21/2012
13-P0024393	1,600.00	DUTHIE POWER SVC	Maint/Oper Service Agreements			9/21/2012
13-P0024394	200.42	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		9/21/2012
13-P0024395	284.00	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		9/21/2012
13-P0024396	795.20	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		9/21/2012
13-P0024397	3,535.00	BRIDGES TRANSITIONS CO	Software License and Fees	SP		9/21/2012
13-P0024398	81.90	SCAQMD	Other Licenses & Fees			9/21/2012
13-P0024399	95.00	CSU NORTHRIDGE	Conference Expenses	SP		9/24/2012
13-P0024400	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		9/24/2012
13-P0024401	315.00	CCCCIO	Conference Expenses			9/24/2012
13-P0024402	650.33	FRESH BABY LLC	Instructional Supplies	SP		9/24/2012
13-P0024403	448.69	MASTER RECORDING SUPPLY	Non-Instructional Supplies	SP		9/24/2012
13-P0024404	2,320.00	BAKER PARTY RENTALS	Rental - Other (Short-term)	SP		9/24/2012
13-P0024405	425.00	WHITE DOVE RELEASE	Other Operating Exp & Services	SP		9/24/2012
13-P0024406	412.00	FUN SERVICES	Other Operating Exp & Services	SP		9/24/2012
13-P0024407	325.97	BESTWAY LAUNDRY SOLUTIONS	Contracted Repair Services			9/24/2012
13-P0024408	100.00	CALIF ORG OF ASSOC DEGREE NURSING PROGRAMS-	Inst Dues & Memberships			9/24/2012
13-P0024409	199.43	WELLS FARGO BANK	Books, Mags & Ref Mat, Non-Lib			9/24/2012
13-P0024410	186.00	AQUARIUM OF THE PACIFIC	Conference Expenses	SP		9/24/2012
13-P0024411	202.59	ENTERPRISE HOLDINGS INC	Rental - Other (Short-term)			9/24/2012
13-P0024412	832.05	IRON GRIP BARBELL COMPANY INC	Instructional Supplies	SP		9/24/2012
13-P0024413	1,820.98	CAUDILLO MARK	Non-Instructional Supplies	SP		9/24/2012
13-P0024414	150.00	ORANGE COUNTY- LONG BEACH CONSORTIUM FOR NU	Inst Dues & Memberships			9/24/2012
13-P0024415	256.19	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/24/2012
13-P0024416	157.85	B & H PHOTO VIDEO INC	Non-Instructional Supplies	SP		9/25/2012
13-P0024417	1,000.00	ENTERPRISE HOLDINGS INC	Transportation - Student	SP		9/25/2012
13-P0024418	700.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		9/25/2012
13-P0024419	1,000.00	GUNTHER'S ATHLETIC SVC	Instructional Supplies	SP		9/25/2012
13-P0024420	600.00	APEX AUDIO INC	Contracted Repair Services			9/25/2012
13-P0024421	1,225.00	MARSHALL MUSIC	Instructional Supplies	SP		9/25/2012
13-P0024422	15,990.00	AACC AMERICAN ASSOC OF COMMUNITY COLLEGES	Inst Dues & Memberships			9/25/2012
13-P0024423	35.49	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/25/2012
13-P0024424	407.77	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		9/25/2012
13-P0024425	201.75	OMELINA V. GARCIA	Food and Food Service Supplies	SP		9/25/2012

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

5.19 (6)

Purchase Order List
09/10/12 thru 10/06/12

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024426	5,085.80	UNISOURCE PAPER CO	Instructional Supplies	SP		9/25/2012
13-P0024427	400.00	CALIFORNIA ASSOCIATION OF MESA DIRECTORS	Inst Dues & Memberships	SP		9/25/2012
13-P0024428	135.00	ORANGE UNIFIED SCHOOL DISTRICT	Transportation - Student	SP		9/25/2012
13-P0024429	156.88	ORANGE COUNTY REGISTER	Books, Mags & Ref Mat, Non-Lib			9/25/2012
13-P0024430	89.18	GALE GROUP	Library Books			9/25/2012
13-P0024431	800.00	AMERICAN ACCURATE DATA INC	Equip/Software - >\$200 <\$1,000	SP		9/26/2012
13-P0024432	969.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		9/26/2012
13-P0024433	550.82	CDW GOVERNMENT INC.	Non-Instructional Supplies			9/26/2012
13-P0024434	2,375.89	GLASBY MAINTENANCE SUPPLY	Equip/Software - >\$200 <\$1,000			9/26/2012
13-P0024435	3,000.00	IBIS WORLD INC	Books, Mags & Ref Mat, Non-Lib	SP		9/26/2012
13-P0024436	481.65	BIOQUIP PRODUCTS INC	Instructional Supplies	SP		9/27/2012
13-P0024437	7,800.00	BOARD OF GOVERNORS	Inst Dues & Memberships			9/27/2012
13-P0024438	10,210.40	SIMS ORANGE WELDING SUPPLY	Instructional Supplies	SP		9/27/2012
13-P0024439	5,568.00	COLLEGESOURCE INC	Internet Services	SP		9/27/2012
13-P0024440	1,827.28	DEMCO INC	Instructional Supplies	SP		9/27/2012
13-P0024441	1,255.00	COLLEGESOURCE INC	Internet Services	SP		9/27/2012
13-P0024442	892.50	LUX BUS AMERICA	Transportation - Student	SP		9/27/2012
13-P0024443	2,237.94	SHIFFLER EQUIPMENT SALES INC	Non-Instructional Supplies	SP		9/27/2012
13-P0024444	511.17	AVILA'S EL RANCHITO CATERING	Food and Food Service Supplies	SP		9/27/2012
13-P0024445	64.37	AMAZON COM	Books, Mags & Ref Mat, Non-Lib	SP		9/27/2012
13-P0024446	134.69	CISION	Non-Instructional Supplies	SP		9/27/2012
13-P0024447	1,352.57	CHAPMAN UNIVERSITY	Food and Food Service Supplies	SP		9/27/2012
13-P0024448	948.20	RMP SECURITY INC	Instructional Supplies	SP		9/27/2012
13-P0024449	5,623.86	SOCCER CENTRAL	Equipment - All Other > \$1,000	SP	BOND	9/27/2012
13-P0024450	695.00	NACCE	Conference Expenses	SP		9/27/2012
13-P0024451	395.00	CCCAOE CALIF COM COLL ASSOC	Conference Expenses	SP		9/27/2012
13-P0024452	325.00	NAT'L ASSOC OF VETERANS PROGRAM ADMIN	Conference Expenses	SP		9/27/2012
13-P0024453	622.20	INTERNATIONAL RIVERCENTER LESSEE, LLC	Conference Expenses	SP		9/27/2012
13-P0024454	3,822.23	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			9/27/2012
13-P0024455	2,000.00	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		9/27/2012
13-P0024456	133.31	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			9/27/2012
13-P0024457	2,388.33	CDW GOVERNMENT INC.	Equip/Software - >\$200 <\$1,000	SP	BOND	9/27/2012
13-P0024458	1,000.00	HOME DEPOT	Instructional Supplies	SP		9/27/2012
13-P0024459	576.00	SIMBIOTIC SOFTWARE	Instructional Software	SP		9/27/2012
13-P0024460	195.00	RADIO NETWORK INC	Contracted Repair Services			9/27/2012

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

5.19 (7)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024461	900.00	PURCHASE POWER	Postage			9/27/2012
13-P0024462	401.00	KNORR SYSTEMS INC	Conference Expenses			9/28/2012
13-P0024463	130.00	E TECH EQUIPMENT REPAIR	Contracted Repair Services			9/28/2012
13-P0024464	90.00	ENVIRONMENTAL SYSTEMS PRODUCTS	Contracted Repair Services			9/28/2012
13-P0024465	1,430.00	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		9/28/2012
13-P0024466	1,662.78	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		9/28/2012
13-P0024467	1,455.00	TRL SYSTEMS INC	Maint/Oper Service Agreements			9/28/2012
13-P0024468	1,059.88	SOMBRERO STREET, INC.	Conference Expenses	SP		9/28/2012
13-P0024469	6,380.00	DE LA TORRE COMMERCIAL	Contracted Repair Services	SP		9/28/2012
13-P0024470	19,062.05	PROMAXIMA MFG LTD	Equipment - All Other > \$1,000	SP	BOND	9/28/2012
13-P0024471	8,712.76	FREEMOTION FITNESS	Equipment - All Other > \$1,000	SP	BOND	9/28/2012
13-P0024472	6,405.74	GARV INC	Equipment - All Other > \$1,000	SP	BOND	9/28/2012
13-P0024473	260.00	SOCAL WESTOP	Conference Expenses	SP		9/28/2012
13-P0024474	14,766.07	FOUNDATION FITNESS LLC	Equipment - All Other > \$1,000	SP	BOND	9/28/2012
13-P0024475	1,571.50	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		9/28/2012
13-P0024476	9,937.08	COMPONENT FABRICATORS INC	Equipment - All Other > \$1,000	SP	BOND	10/1/2012
13-P0024477	2,047.25	COMPONENT FABRICATORS INC	Equipment - All Other > \$1,000	SP	BOND	10/1/2012
13-P0024478	2,748.43	EMPIRE FLOOR MACHINE CO, INC	Equipment - All Other > \$1,000			10/1/2012
* 13-P0024479	1,906.79	ALLSTEEL INC	Contracted Services	SP		10/1/2012
13-P0024480	1,222.96	STUDICA INC	Software License and Fees	SP		10/1/2012
* 13-P0024481	1,204.09	WELLS FARGO BANK	Equipment - Federal Progs >200	SP		10/1/2012
* 13-P0024482	434.04	TROXELL COMM INC	Equipment - Federal Progs >200	SP		10/1/2012
13-P0024483	334.45	B2B COMPUTER PRODUCTS LLC	Equipment - Federal Progs >200	SP		10/1/2012
13-P0024484	355.00	LEON MERIE E	Other Operating Exp & Services	SP		10/2/2012
13-P0024485	2,000.00	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services			10/2/2012
13-P0024486	5,000.00	MIDWEST LIBRARY SVC	Library Books	SP		10/2/2012
13-P0024487	300.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/2/2012
13-P0024488	1,817.41	SMART & FINAL	Food and Food Service Supplies	SP		10/2/2012
13-P0024489	500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/2/2012
13-P0024490	200.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		10/2/2012
13-P0024491	3,359.00	AMAZON COM	Library Books - Comp Software			10/2/2012
13-P0024492	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		10/2/2012
13-P0024493	5,000.00	AMAZON COM	Library Books			10/2/2012
13-P0024494	500.00	SMART & FINAL	Food and Food Service Supplies	SP		10/2/2012
13-P0024495	2,000.00	HOME DEPOT	Instructional Supplies	SP		10/2/2012

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024496	8,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		10/3/2012
13-P0024497	2,000.00	CALIF STAGE & LIGHTING	Instructional Supplies	SP		10/3/2012
13-P0024498	1,000.00	FULLERTON PAINT & FLOORING	Instructional Supplies	SP		10/3/2012
13-P0024499	2,000.00	CALIF STAGE & LIGHTING	Instructional Supplies	SP		10/3/2012
13-P0024500	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		10/3/2012
13-P0024501	77.48	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/3/2012
13-P0024502	1,340.21	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			10/3/2012
13-P0024503	253.69	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		10/3/2012
13-P0024504	8,196.51	XPEDX PAPER CO	Non-Instructional Supplies			10/3/2012
13-P0024505	161.86	KLAI-CO INDENTIFICATION PRODUCT INC	Instructional Supplies	SP		10/3/2012
13-P0024506	1,000.00	AAHHE	Inst Dues & Memberships			10/3/2012
13-P0024507	300.00	NACCTEP NAT'L ASSOC OF COMM	Inst Dues & Memberships	SP		10/3/2012
13-P0024508	612.56	KULI IMAGE INCYKUSTOM IMPRINTS	Non-Instructional Supplies	SP		10/3/2012
13-P0024509	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			10/3/2012
13-P0024510	1,030.00	BOWKER	Internet Services			10/3/2012
13-P0024511	1,562.14	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		10/3/2012
13-P0024512	861.25	ACR PUBLICATIONS INC	Instructional Supplies	SP		10/3/2012
13-P0024513	581.85	OUTDOOR DIMENSIONS	Non-Instructional Supplies	SP		10/3/2012
13-P0024514	1,000.00	LOS SERRANOS GOLF AND COUNTRY	Rental - Facility (Short-term)			10/3/2012
13-P0024515	80.00	CALIF CALIF ASSOC FOR LOCAL ECO DEV	Inst Dues & Memberships	SP		10/3/2012
13-P0024516	475.00	TOMARK SPORTS INC	Instructional Supplies	SP		10/4/2012
13-P0024517	6,500.00	FARALLON GEOGRAPHICS INC	Contracted Services			10/4/2012
13-P0024518	80.00	AMERICAN RED CROSS	Conference Expenses	SP		10/4/2012
13-P0024519	1,666.25	SHOP FLOOR AUTOMATIONS INC	Equip/Software - >\$200 <\$1,000	SP		10/4/2012
13-P0024520	294,368.00	COAST ELECTRIC	Buildings - Contracted Svcs	SP		10/4/2012
13-P0024521	135.00	MKH ELECTRONICS	Contracted Repair Services			10/4/2012
13-P0024522	1,750.00	KRISTIN LOWELL INC	Contracted Services			10/4/2012
13-P0024523	500.00	BUTTE GLENN COMMUNITY COLLEGE	Inst Dues & Memberships	SP		10/4/2012
13-P0024524	516.09	SCAQMD	Public Agencies' Assess & Fees	SP		10/5/2012
13-P0024525	212.95	POWER PLUS	Contracted Repair Services	SP		10/5/2012
13-P0024526	1,108.16	FRANKLIN AIR CONDITIONING	Contracted Repair Services	SP		10/5/2012
13-P0024527	2,077.05	VORTEX INDUSTRIES	Contracted Repair Services	SP		10/5/2012
13-P0024528	2,919.93	WESTERN POWER SYSTEMS	Contracted Repair Services			10/5/2012
13-P0024529	457.00	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			10/5/2012
13-P0024530	14,964.00	JOHNSON CONTROLS	Building Improvements	SP		10/5/2012

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

5.19 (9)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0024531	520.43	JON'S FLAGS & POLES	Contracted Repair Services			10/5/2012
13-P0024532	2,250.00	RELIANT TESTING ENGINEERS	Buildings - Construction Tests	SP	BOND	10/5/2012
13-P0024533	1,562.00	HIGH RISE GLASS & DOORS INC	Contracted Repair Services			10/5/2012
13-P0024534	439.49	GALE GROUP	Library Books	SP		10/5/2012
13-P0024535	126.87	MIDWEST LIBRARY SVC	Library Books	SP		10/5/2012
13-P0024536	1,014.00	ORANGE COUNTY REGISTER	Advertising	SP		10/5/2012
13-P0024537	641.10	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			10/5/2012
13-P0024538	6,500.00	WALSVICK JENNIFER EILEEN	Contracted Services	SP		10/5/2012
13-P0024539	133.61	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies			10/5/2012
* 13-P0024540	771.49	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		10/5/2012
13-P0024541	132.00	PAGES, INC.	Other Licenses & Fees	SP		10/5/2012
13-P0024542	400.00	PEREZ APOLINARIO ERWIN	Contracted Services	SP		10/5/2012
13-P0024543	400.00	ROMEO SHARON	Contracted Services	SP		10/5/2012
13-P0024544	824.71	CLINCH GEAR	Instructional Supplies	SP		10/5/2012
13-P0024545	9,658.90	PYRO-COMM SYSTEMS INC	Building Improvements	SP		10/5/2012
* 13-P0024546	1,042.12	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		10/5/2012
* 13-P0024547	1,470.00	VERIZON	Telephone & Pager Services	SP		10/5/2012
13-P0024548	1,444.23	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		10/5/2012
13-P0024549	12,269.31	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			10/5/2012
13-P0024550	216.39	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		10/5/2012
13-P0024551	967.85	ORACLE AMERICA INC	Maint Contract - Other Equip	SP		10/5/2012
13-P0024552	928.60	CYNMAR	Instructional Supplies	SP		10/5/2012
13-P0024553	207.11	FISHER SCIENTIFIC	Instructional Supplies	SP		10/5/2012
13-P0139236	7,050.00	LAWNSCAPE SYSTEMS	Maint/Oper Service Agreements			9/12/2012
13-P0139237	587.16	XEROX CORP	Maint Contract - Office Equip	SP		9/12/2012
13-P0139238	8,500.00	STATE CHEMICAL MFG CO	Maint/Oper Service Agreements			9/19/2012
* 13-P0139239	339.00	XEROX CORP	Maint Contract - Office Equip	SP		9/18/2012
* 13-P0139240	595.66	XEROX CORP	Excess/Copies Usage	SP		9/20/2012
* 13-P0139241	385.46	XEROX CORP	Excess/Copies Usage	SP		9/20/2012
* 13-P0139242	307.57	XEROX CORP	Excess/Copies Usage	SP		9/20/2012
13-P0139243	16,300.00	AD ASTRA INFORMATION SYSTEM LLC	Software Support Service-Fixed			9/20/2012
13-P0139244	999.00	XEROX CORP	Maint Contract - Office Equip			9/24/2012
13-P0139245	60,000.00	AGIAC ASIAN GANG INVESTIGATION	Instructional Agrmt - Salary			9/25/2012
13-P0139247	27,000.00	CITY OF COSTA MESA	Instructional Agrmt - Salary			9/25/2012
13-P0139248	2,000.00	OC HUMAN RELATIONS	Instructional Agrmt - Salary			9/25/2012

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

5.19 (10)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0139249	110,000.00	COUNTY OF ORANGE	Instructional Agrmt - Salary	SP		9/25/2012
* 13-P0139250	40,000.00	CITY OF NEWPORT BEACH FIRE AND MARINE DEPT	Instructional Agrmt - Salary	SP		9/25/2012
13-P0139251	20,000.00	CITY OF TUSTIN	Instructional Agrmt - Salary			9/25/2012
13-P0139252	270,000.00	CALIF NARCOTIC OFFICERS ASSOC	Instructional Agrmt - Salary			9/25/2012
13-P0139253	83,991.50	COMPUTERLAND OF SILICON VALLEY	Software Support Service-Fixed			9/25/2012
13-P0139254	27,000.00	CAPE CONFERENCE	Instructional Agrmt - Salary			10/3/2012
13-P0139256	81,000.00	ADLERHORST INT'L INC	Instructional Agrmt - Salary			10/3/2012
13-P0139257	54,000.00	CITY OF SANTA ANA	Instructional Agrmt - Salary			10/3/2012
13-P0139258	17,000.00	CALIF NARCOTICS CANINE ASSOC	Instructional Agrmt - Salary			10/3/2012
13-P0139259	25,000.00	COUNTY OF ORANGE	Instructional Agrmt - Salary			10/4/2012
13-P0139261	20,850.00	JTS SERVICES	Instructional Agrmt - Salary	SP		10/4/2012
13-P0139262	82,704.00	CALIF NEVADA TRAINING TRUST	Instructional Agrmt - Salary	SP		10/4/2012
13-P0139263	47,260.00	SO CALIF SURVEYORS	Instructional Agrmt - Salary	SP		10/4/2012
13-P0139264	732,516.00	SOUTHWEST CARPENTERS	Instructional Agrmt - Salary	SP		10/4/2012
13-P0139265	141,778.00	ORANGE COUNTY ELECTRICAL JOINT	Instructional Agrmt - Salary	SP		10/4/2012
13-P0139267	20,850.00	METROPOLITAN WATER DISTRICT	Instructional Agrmt - Salary	SP		10/4/2012
13-P0139268	129,963.00	OPERATING ENGINEERS TRAINING	Instructional Agrmt - Salary	SP		10/4/2012
13-P0139328	9,350.00	TROPICAL PLAZA NURSERY	Landscaping			9/13/2012

Grand Total: \$ 3,641,926.58

5.19 (11)

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

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM SEPTEMBER 10, 2012 THROUGH OCTOBER 6, 2012
BOARD MEETING OF OCTOBER 22, 2012**

P.O. #	Amount	Description	Department	Comment
13-P0024213	\$88,960.91	Athletic and Aquatic Equipment and Supplies for Athletic/Aquatic Complex at Santiago Canyon College	SCC-Administrative Services	Bid #1190 Board approved: September 10, 2012
13-P0024216	\$87,530.73	Athletic and Aquatic Equipment and Supplies for Athletic/Aquatic Complex at Santiago Canyon College	SCC-Administrative Services	Bid #1190 Board approved: September 10, 2012
13-P0024235	\$23,000.00	Grant sub-agreement between RSCCD and Academic Project Solutions for the enhancement of the overall performance of the statewide Business & Entrepreneurship Center (BEC) program	DO-Educational Services	Board approved: August 20, 2012
13-P0024237	\$100,000.00	Grant sub-agreement between RSCCD and Palo Alto Software Inc for the implementation of the Faculty Entrepreneurs Project (FEP)	DO-Educational Services	Board approved: August 20, 2012
13-P0024247	\$37,500.00	Book vouchers for EOPS students at Santiago Canyon College	SCC-EOPS	
13-P0024257	\$50,214.53	Installation of (186) connections for Wireless Access Point (WAP) in various buildings at Santiago Canyon College	DO-ITS	Purchased from California Multiple Award Schedule (CMAS) Contract #3-08-70-2031C Board approved: November 17, 2008
13-P0024277	\$24,500.00	Consultant services to provide specialized services in international business consulting, training and coordination of trade missions for local small businesses stemming from a Small Business Administration (SBA) grant	DO-Educational Services	Board approved: July 23, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM SEPTEMBER 10, 2012 THROUGH OCTOBER 6, 2012
BOARD MEETING OF OCTOBER 22, 2012**

P.O. #	Amount	Description	Department	Comment
13-P0024310	\$21,689.07	Athletic and Aquatic Equipment and Supplies for Athletic/Aquatic Complex at Santiago Canyon College	SCC-Administrative Services	Bid #1190 Board approved: September 10, 2012
13-P0024312	\$138,690.00	Storm Water Pollution Prevention Plan Best Management Practices (SWPPP BMP) project at Santiago Canyon College	DO-Facility Planning	Bid #1198 Board approved: August 20, 2012
13-P0024316	\$38,159.65	Athletic and Aquatic Equipment and Supplies for Athletic/Aquatic Complex at Santiago Canyon College	SCC-Administrative Services	Bid #1190 Board approved: September 10, 2012
13-P0024317	\$20,149.25	Athletic and Aquatic Equipment and Supplies for Athletic/Aquatic Complex at Santiago Canyon College	SCC-Administrative Services	Bid #1190 Board approved: September 10, 2012
13-P0024371	\$34,752.40	Wireless network equipment, licenses, hardware and software support	DO-ITS	Purchased from the California Multiple Award Schedule (CMAS) Contract #3-07-70-2428D Board approved: November 14, 2011
13-P0024422	\$15,990.00	Institutional membership and President's Academy fee to the American Association of Community Colleges for 2013 calendar year	SAC-President's Office	
13-P0024470	\$19,062.05	Athletic and Aquatic Equipment and Supplies for Athletic/Aquatic Complex at Santiago Canyon College	SCC-Administrative Services	Bid #1190 Board approved: September 24, 2012
13-P0024520	\$294,368.00	Fiber Infrastructure project at Santiago Canyon College	DO-ITS	Bid #1199 Board approved: September 24, 2012

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM SEPTEMBER 10, 2012 THROUGH OCTOBER 6, 2012
BOARD MEETING OF OCTOBER 22, 2012**

P.O. #	Amount	Description	Department	Comment
13-P0139243	\$16,300.00	Web-based scheduling software, licenses and product support for SAC & SCC	DO-ITS	Web-based scheduling software provided by Ad Astra that the District purchases usage rights to the product, licenses and support for Santa Ana College and Santiago Canyon College
13-P0139245	\$60,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: July 25, 2011
13-P0139247	\$27,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: July 25, 2011
13-P0139249	\$110,000.00	Instructional agreement for information processing technician and facilities maintenance specialist	CJTC	Board approved: December 6, 2010
13-P0139250	\$40,000.00	Instructional agreement for law enforcement explorer advisors association training classes	CJTC	Board approved: May 10, 2011
13-P0139251	\$20,000.00	Instructional agreement for advance peace officer training classes	CJTC	Board approved: July 25, 2011
13-P0139252	\$270,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: July 25, 2011
13-P0139253	\$83,991.50	Microsoft campus agreement licensing renewal for Santa Ana College and Santiago Canyon College	DO-ITS	Board approved: September 12, 2011
13-P0139254	\$27,000.00	Instructional agreement for property and evidence peace officer training classes	CJTC	Board approved: July 25, 2011

**PURCHASE ORDERS SUPPLEMENT
PURCHASE ORDERS OF \$15,000 AND OVER
FROM SEPTEMBER 10, 2012 THROUGH OCTOBER 6, 2012
BOARD MEETING OF OCTOBER 22, 2012**

P.O. #	Amount	Description	Department	Comment
13-P0139256	\$81,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: July 23, 2012
13-P0139257	\$54,000.00	Instructional agreement for law enforcement training classes	CJTC	Board approved: June 18, 2012
13-P0139258	\$17,000.00	Instructional agreement for K-9 training classes	CJTC	Board approved: June 18, 2012
13-P0139259	\$25,000.00	Instructional agreement for coroner death investigation training classes	CJTC	Board approved: June 18, 2012
13-P0139261	\$20,850.00	Supplemental instruction for cosmetology apprentices	SCC-Career Education	Board approved: May 21, 2012 & September 24, 2012
13-P0139262	\$82,704.00	Supplemental instruction for power lineman apprentices	SCC-Career Education	Board approved: May 21, 2012 & September 24, 2012
13-P0139263	\$47,260.00	Supplemental instruction for surveyor apprentices	SCC-Career Education	Board approved: May 21, 2012 & September 24, 2012
13-P0139264	\$732,516.00	Supplemental instruction for carpenter apprentices	SCC-Career Education	Board approved: May 21, 2012 & September 24, 2012
13-P0139265	\$141,778.00	Supplemental instruction for electrician apprentices	SCC-Career Education	Board approved: May 21, 2012 & September 24, 2012
13-P0139267	\$20,850.00	Supplemental instruction for Metropolitan Water District (MWD) apprentices	SCC-Career Education	Board approved: May 21, 2012 & September 24, 2012
13-P0139268	\$129,963.00	Supplemental instruction for operating engineer apprentices	SCC-Career Education	Board approved: May 21, 2012 & September 24, 2012

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To:	Board of Trustees	Date: October 22, 2012
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>
1. Board Financial Assistance Program (BFAP) (SCC) Annual allocation from the California Community Colleges Chancellor's Office to assist students in need of financial aid by supporting financial aid staff and equipment costs. (12/13). <i>No match required.</i>	7/01/2012	\$281,146
2. CalGRIP (SAC) - <i>Adjustment</i> California State University-Fullerton (CSUF) was awarded a CalGRIP grant (CalGRIP is an anti-gang initiative that funds projects for job training and education and intervention programs). Santa Ana College is a partner with CSUF for this project through its Center for Teacher Education, and will provide services for youth 17-24 to introduce them to and prepare them for teaching professions. (12/13). <i>No match required.</i>	10/12/2012	-\$15,000
3. CalGRIP (SCC) - <i>Augmentation</i> California State University-Fullerton was awarded a CalGRIP grant (CalGRIP is an anti-gang initiative that funds projects for job training and education and intervention programs). Santiago Canyon College is a partner with CSUF for this project through its Pathways to Teaching Program, and will provide services for youth 17-24 to introduce them to and prepare them for teaching professions. (12/13). <i>No match required.</i>	10/12/2012	\$15,000
4. California Early Childhood Mentor Program (SAC/SCC) Sub-award from San Francisco Community College District to support the ongoing development of regional mentoring programs for prospective teachers. (12/13). <i>No match required.</i>	8/01/2012	\$1,900
5. Child Development Training Consortium (SAC/SCC) Funds 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. (12/13). <i>No match required.</i>	9/01/2012	\$10,000

Fiscal Impact: \$1,627,249	Board Date: October 22, 2012
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	

	<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
6.	College Assistance Migrant Program (CAMP) – Year 1 (SCC) - <i>Augmentation</i> The CAMP project is a five-year grant from the U. S. Department of Education to assist migrant students to complete their first academic year of college and to continue in postsecondary education. Additional funds have been allocated to the first year award for staff development. (12/13). <i>No match required.</i>	9/27/2012	\$739
7.	Cooperative Agencies Resources for Education (CARE) (SAC) Annual allocation from the California Community Colleges Chancellor’s Office for services for low-income students. (12/13). <i>No match required.</i>	8/29/2012	\$60,043
8.	Extended Opportunity Programs & Services (EOPS) (SAC) Annual allocation from the California Community Colleges Chancellor’s Office for services for low-income students. (12/13). <i>Minimum cash match requirement is \$252,729.</i>	8/29/2012	\$992,848
9.	Lumina Foundation - Latino Student Success Initiative (SAC) The Lumina Foundation for Education Inc. awarded the Santa Ana College Foundation a grant to increase the number of Latino students earning high-quality post-secondary degrees and credentials. The SAC Foundation is sub-contracting with the District Office to provide funds for grant-funded personnel and benefit costs related to the project implementation of this grant over the next three years. (12/13). <i>No match required.</i>	9/15/2012	\$258,073
10.	Youth Empowerment Strategies for Success – Independent Living Program (YESS – ILP) (SAC) Funds from the U.S. Department of Health & Human Services through the California Department of Social Services. The Foundation for California Community Colleges provides centralized fiscal and administrative services to community college districts to help foster youth successfully transition into adulthood. SAC will provide curricula, assessment, and financial literacy and life skills training for foster youth and youth on probation between the ages of 16 through 21. (12/13). <i>In-kind match at \$19,140.</i>	9/18/2012	\$22,500

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: \$1,627,249	Board Date: October 22, 2012
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 # 2550
NAME: Board Financial Aid Admin (BFAP) - SCC
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 - 06/30/13
 CONTRACT INCOME: \$281,146
 CFDA #: NA

PROJ. ADM. John Hernandez
 PROJ. DIR. Syed Rizvi

Date: 10/12/12

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-000000-20000-8629	Other Gen Categorical Apport : Santiago Canyo		295,216		281,146	14,070	
12-2550-646000-29500-2130	Classified Employees : Financial Aid Office - Elizabeth Bergara (100%) - Andrea Garcia (72%) - Jitesh Prajapati (100%)	131,834		133,168		1,334	
12-2550-646000-29500-2310	Classified Employees - Ongoing : Financial Ai	6,270		-			6,270
12-2550-646000-29500-2320	Classified Employees - Hourly : Financial Aid	15,678		34,853		19,175	
12-2550-646000-29500-2350	Overtime - Classified Employee : Financial Ai	6,880		-			6,880
12-2550-646000-29500-3215	PERS - Non-Instructional : Financial Aid Offi	14,961		15,204		243	
12-2550-646000-29500-3315	OASDHI - Non-Instructional : Financial Aid Of	9,174		8,424			750
12-2550-646000-29500-3325	Medicare - Non-Instructional : Financial Aid	2,373		2,475		102	
12-2550-646000-29500-3335	PARS - Non-Instructional : Financial Aid Offi	204		453		249	
12-2550-646000-29500-3415	H & W - Non-Instructional : Financial Aid Off	42,119		41,749			370
12-2550-646000-29500-3435	H & W - Retiree Fund Non-Inst : Financial Aid	1,646		1,717		71	
12-2550-646000-29500-3515	SUI - Non-Instructional : Financial Aid Offic	2,650		1,889			761
12-2550-646000-29500-3615	WCI - Non-Instructional : Financial Aid Offic	3,951		4,121		170	
12-2550-646000-29500-3915	Other Benefits - Non-Instruct : Financial Aid	3,959		3,672			287
12-2550-646000-29500-4610	Non-Instructional Supplies : Financial Aid Of	780		75			705
12-2550-646000-29500-4710	Food and Food Service Supplies : Financial Ai	2,525		1,676			849
12-2550-646000-29500-5100	Contracted Services : Financial Aid Office	10,324		-			10,324
12-2550-646000-29500-5220	Mileage/Parking Expenses : Financial Aid Offi	710		1,001		291	
12-2550-646000-29500-5630	Maint Contract - Office Equip : Financial Aid	577		574			3
12-2550-646000-29500-5845	Excess/Copies Useage : Financial Aid Office	276		-			276
12-2550-646000-29500-5880	Internet Services : Financial Aid Office	99		-			99
12-2550-646000-29500-6410	Equipment - All Other > \$1,000 : Financial Ai	5,528		-			5,528

6.1 (3)

Original Budget
 Prepared by: H. Nguyen

Board Approval Date: 10/22/12
 Accountant: Dolly Paguirigan

SPECIAL PROJECT DETAILED BUDGET # 2550
NAME: Board Financial Aid Admin (BFAP) - SCC
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 - 06/30/13
 CONTRACT INCOME: \$281,146
 CFDA #: NA

PROJ. ADM. John Hernandez
 PROJ. DIR. Syed Rizvi

Date: 10/12/12

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2550-646000-29500-6419	Equip/Software - >\$200 <\$1,000 : Financial Ai	1,225		-			1,225
12-2550-647000-29340-2310	Classified Employees - Ongoing : Student Plac - Loretta Campbell	16,848		17,019		171	
12-2550-647000-29340-3215	PERS - Non-Instructional : Student Placement	1,840		1,943		103	
12-2550-647000-29340-3315	OASDHI - Non-Instructional : Student Placemen	1,045		1,055		10	
12-2550-647000-29340-3325	Medicare - Non-Instructional : Student Placem	244		247		3	
12-2550-647000-29340-3435	H & W - Retiree Fund Non-Inst : Student Place	168		170		2	
12-2550-647000-29340-3515	SUI - Non-Instructional : Student Placement	271		187			84
12-2550-647000-29340-3615	WCI - Non-Instructional : Student Placement	404		408		4	
12-2550-675000-29500-5210	Conference Expenses : Financial Aid Office	10,653		9,066			1,587
Total Project 2550 Student Fin Aid Admin - BFAP		295,216	295,216	281,146	281,146	35,998	35,998

6.1 (4)

Original Budget
 Prepared by: H. Nguyen

Board Approval Date: 10/22/12
 Accountant: Dolly Paguirigan

SPECIAL PROJECT DETAILED SPREADSHEET #1029

NAME: CalGRIP - subaward from CSUF (SAC)

FISCAL YEAR: 2012/2013

CONTRACT TERM: 3/1/11 - 12/31/12

FY 12/13 INCOME: 61,854

FY 12/13 Adjustment: (15,000)

FY 12-13 Balance : 46,854

Contract No. S-5260-SAC (Amendment 1)

PROJ ADM: Micki Bryant

PROJ DIR: Steve Bautista

Rev. Date: 10/12/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1029-000000-10000-8130	Workforce Investment Act(JT		61,854		46,854	15,000	
12-1029-631000-15330-1433	Beyond Contract - Counselor	14,411		2,062			12,349
12-1029-631000-15330-1434	Int/Sum Beyond Contr-Course	1,295		0			1,295
12-1029-631000-15330-3115	STRS - Non-Instructional :	262		170			92
12-1029-631000-15330-3325	Medicare - Non-Instructiona	312		30			282
12-1029-631000-15330-3435	H & W - Retiree Fund Non-In	215		22			193
12-1029-631000-15330-3515	SUI - Non-Instructional : C	354		33			321
12-1029-631000-15330-3615	WCI - Non-Instructional : C	517		49			468
12-1029-649000-15330-1430	Part-Time Counselors : Cent	8,155		8,155			0
12-1029-649000-15330-1435	Int/Sum - Counselors,Part-T	2,556		2,556			0
12-1029-649000-15330-1480	Part-Time Reassigned Time :	2,900		2,900			0
12-1029-649000-15330-2320	Classified Employees - Hour	13,993		13,993			0
12-1029-649000-15330-3115	STRS - Non-Instructional :	2,122		2,112			10
12-1029-649000-15330-3215	PERS - Non-Instructional :	3,357		3,357			0
12-1029-649000-15330-3315	OASDHI - Non-Instructional	1,826		1,826			0
12-1029-649000-15330-3325	Medicare - Non-Instructiona	721		721			0
12-1029-649000-15330-3335	PARS - Non-Instructional	0		10		10	
12-1029-649000-15330-3435	H & W - Retiree Fund Non-In	497		497			0
12-1029-649000-15330-3515	SUI - Non-Instructional : C	808		808			0
12-1029-649000-15330-3615	WCI - Non-Instructional : C	1,194		1,194			0
12-1029-649000-15330-4610	Non-Instructional Supplies	2,979		2,979			0
12-1029-649000-15330-4710	Food and Food Service Suppl	612		612			0
12-1029-649000-15330-5220	Mileage/Parking Expenses :	500		500			0
12-1029-732000-15330-7610	Books Paid for Students : C	2,268		2,268			0
	Totals for PROJECT: 1029	61,854	61,854	46,854	46,854	15,010	15,010

6.1 (5)

SPECIAL PROJECT DETAILED SPREADSHEET #1028

NAME: CalGRIP - subaward from CSUF (SCC)

FISCAL YEAR: 2012/2013

CONTRACT TERM: 3/1/11 - 12/31/12

FY 12/13 INCOME: 37,145

FY 12/13 Augmentation 15,000

FY 12-13 Balance: 52,145

Contract No. S-5260-Santiago (Amendment 1)

PROJ ADM: Ruth Babeshoff

PROJ DIR: Janis Perry

Date: 10/12/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1028-000000-20000-8130	Workforce Investment Act(JT		37,145		52,145		15,000
12-1028-150100-25315-1310	Part-Time Instructors : Eng	281		0			281
12-1028-150100-25315-1313	Beyond Contract-Instructors	(281)		0		281	
12-1028-631000-29345-1430	Part-Time Counselors : Path	17,744		29,758		12,014	
12-1028-631000-29345-1433	Beyond Contract - Counselors :	0		5,000		5,000	
12-1028-631000-29345-1483	Beyond Contr - Reassigned T	5,555		0			5,555
12-1028-631000-29345-3115	STRS - Non-Instructional :	1,891		2,869		978	
12-1028-631000-29345-3325	Medicare - Non-Instructiona	338		504		166	
12-1028-631000-29345-3435	H & W - Retiree Fund Non-In	233		348		115	
12-1028-631000-29345-3515	SUI - Non-Instructional : P	375		382		7	
12-1028-631000-29345-3615	WCI - Non-Instructional : P	559		834		275	
12-1028-649000-29345-2310	Classified Employees - Ongo	8,420		8,420			0
12-1028-649000-29345-3215	PERS - Non-Instructional :	961		961			0
12-1028-649000-29345-3315	OASDHI - Non-Instructional	522		522			0
12-1028-649000-29345-3325	Medicare - Non-Instructiona	122		122			0
12-1028-649000-29345-3435	H & W - Retiree Fund Non-In	84		84			0
12-1028-649000-29345-3515	SUI - Non-Instructional : P	136		136			0
12-1028-649000-29345-3615	WCI - Non-Instructional : P	205		205			0
12-1028-732000-29345-7610	Books Paid for Students : Path	0		2,000		2,000	
	Totals for PROJECT: 1028	37,145	37,145	52,145	52,145	20,836	20,836

6.1 (6)

SPECIAL PROJECT DETAILED BUDGET #1214
NAME: California Early Childhood Mentor Program (Santa Ana College/Santiago Canyon College)
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 8/1/12 - 07/31/2013
 CONTRACT AWARD: \$1,900
 CONTRACT NO. CN110123
 CFDA No. 93.5750
 Sub-award from San Francisco Community College District (SFCCD)

PROJ ADM: Bart Hoffman
 PROJ DIR: Gwen Morgan-Beazell
 Date: 10/12/2012

Fd	Prj	Tops	Dept	Code	Description	New Budget	
						Debit	Credit
12	1214	000000	10000	8891	Other Local Rev - Special Proj : Santa Ana College		1,900
12	1214	130500	15717	1483	Beyond Contr - Reassigned Time : Human Devel Gwen Morgan-Beazell, facilitator for both SAC and SCC	875	
12	1214	130500	15717	3115	STRS - Non-Instructional : Human Development	72	
12	1214	130500	15717	3325	Medicare - Non-Instructional : Human Development	13	
12	1214	130500	15717	3435	H & W - Retiree Fund Non-Inst : Human Development	9	
12	1214	130500	15717	3515	SUI - Non-Instructional : Human Development	10	
12	1214	130500	15717	3615	WCI - Non-Instructional : Human Development	21	
12	1214	130500	15717	4310	Instructional Supplies : Human Development	450	
12	1214	130500	15717	5940	Reproduction/Printing Expenses : Human Development	450	
					#1214 Total - CA Early Childhood Mentor Program	1,900	1,900

SPECIAL PROJECT DETAILED BUDGET #1241
NAME: CHILD DEVELOPMENT TRAINING CONSORTIUM - Santa Ana College & Satiago Canyon College
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 9/1/12 - 6/30/13

PROJ. ADM. Bart Hoffman/Corine Doughty

CONTRACT INCOME: \$10,000

PROJ. DIR. Michelle Hardy

Contract No. 12-13-2885

Date: 10/12/2012

CFDA #: 93.575

Sub-award from Yosemite Community College District/Child Development Training Consortium (YCCD/CDTC)

Datatel String					Description	Existing Budget		Revised Budget		Budget Change (+/-)	
Fd	Prj	Tops	Dept	Code		Debit	Credit	Debit	Credit	Debit	Credit
12	1241	000000	10000	8199	Other Federal Revenues : Santa Ana College		9,450		10,000		550
12	1241	000000	20000	8199	Other Federal Revenues : Santiago Canyon College		4,150		0	4,150	
12	1241	130500	25230	1483	Beyond Contr - Reassigned Time : Human Development	3,140		0			3,140
12	1241	130500	25230	3115	STRS - Non-Instructional : Human Development	259		0			259
12	1241	130500	25230	3325	Medicare - Non-Instructional : Human Development	45		0			45
12	1241	130500	25230	3435	H & W - Retiree Fund Non-Inst : Human Development	31		0			31
12	1241	130500	25230	3515	SUI - Non-Instructional : Human Development	50		0			50
12	1241	130500	25230	3615	WCI - Non-Instructional : Human Development	75		0			75
12	1241	130500	15717	4310	Instructional Supplies : Human Development	0		500		500	
12	1241	732000	15717	7610	Books Paid for Students : Human Development	900		900			
12	1241	732000	15717	7640	Tuition Paid for Students : Human Development	8,550		8,600		50	
12	1241	732000	25230	7610	Books Paid for Students : Human Development	100		0			100
12	1241	732000	25230	7640	Tuition Paid for Students : Human Development	450		0			450
					Total - 1241 Child Dvlp Training Consortium (SAC/SCC)	13,600	13,600	10,000	10,000	4,700	4,700

6.1(8)

SPECIAL PROJECT DETAILED BUDGET # 1251
NAME: CAMP II (College Assistance Migrant Program) - Santiago Canyon College - Year 1
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/12 to 06/30/13
 CONTRACT INCOME: \$425,000
 Augmentation: \$739
 FY 2012/13 Total Income: \$425,739

PROJ. ADM. John Hernandez
 Interim PROJ. DIR. Deisy Covarrubias
 Rev. Date: 10/09/12
 CFDA #: 84.149A; Award # S149A120017

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1251-000000-20000-8199	Other Federal Revenues : Santiago Canyon Coll		425,000		425,739		739
12-1251-493010-29325-1315	Int/Sum-Instructors,Part-Time : Counseling	9,289		9,289		-	
12-1251-493010-29325-3111	STRS - Instructional : Counseling	766		766		-	
12-1251-493010-29325-3321	Medicare - Instructional : Counseling	135		135		-	
12-1251-493010-29325-3431	H & W - Retiree Fund Inst : Counseling	93		93		-	
12-1251-493010-29325-3511	SUI - Instructional : Counseling	150		150		-	
12-1251-493010-29325-3611	WCI - Instructional : Counseling	223		223		-	
12-1251-631000-29325-1430	Part-Time Counselors : Counseling	39,707		39,707		-	
12-1251-631000-29325-3115	STRS - Non-Instructional : Counseling	3,276		3,276		-	
12-1251-631000-29325-3325	Medicare - Non-Instructional : Counseling	576		576		-	
12-1251-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	397		397		-	
12-1251-631000-29325-3515	SUI - Non-Instructional : Counseling	639		639		-	
12-1251-631000-29325-3615	WCI - Non-Instructional : Counseling	953		953		-	
12-1251-649000-29905-2110	Classified Management : Student Development O	57,990		57,990		-	
12-1251-649000-29905-2130	Classified Employees : Student Development Of	42,891		42,891		-	
12-1251-649000-29905-2320	Classified Employees - Hourly : Student Devel	28,792		28,792		-	
12-1251-649000-29905-3215	PERS - Non-Instructional : Student Developmen	17,012		17,012		-	
12-1251-649000-29905-3315	OASDHI - Non-Instructional : Student Developm	9,406		9,406		-	
12-1251-649000-29905-3325	Medicare - Non-Instructional : Student Develo	2,200		2,200		-	
12-1251-649000-29905-3335	PARS - Non-Instructional : Student Developmen	-		100		100	
12-1251-649000-29905-3415	H & W - Non-Instructional : Student Developme	32,737		32,637			100
12-1251-649000-29905-3435	H & W - Retiree Fund Non-Inst : Student Devel	1,517		1,517		-	-
12-1251-649000-29905-3515	SUI - Non-Instructional : Student Development	2,442		2,442		-	-
12-1251-649000-29905-3615	WCI - Non-Instructional : Student Development	3,641		3,641		-	-
12-1251-649000-29905-3915	Other Benefits - Non-Instruct : Student Devel	2,700		2,700		-	-
12-1251-649000-29905-4310	Instructional Supplies : Student Development	5,100		5,100		-	-
12-1251-649000-29905-4610	Non-Instructional Supplies : Student Developm	13,250		12,255			995
12-1251-649000-29905-4710	Food and Food Service Supplies : Student Deve	10,250		10,250		-	-
12-1251-649000-29905-5100	Contracted Services : Student Development Off	3,463		3,463		-	-
12-1251-649000-29905-5220	Mileage/Parking Expenses : Student Developmen	2,000		2,000		-	-

6.1 (9)

SPECIAL PROJECT DETAILED BUDGET # 1251
NAME: CAMP II (College Assistance Migrant Program) - Santiago Canyon College - Year 1
FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 07/01/12 to 06/30/13
 CONTRACT INCOME: \$425,000
 Augmentation: \$739
FY 2012/13 Total Income: \$425,739

PROJ. ADM. John Hernandez
 Interim PROJ. DIR. Deisy Covarrubias
 Rev. Date: 10/09/12
 CFDA #: 84.149A; Award # S149A120017

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1251-649000-29905-5300	Inst Dues & Memberships : Student Development	1,200		1,200		-	-
12-1251-649000-29905-5605	Contracted Repair Services : Student Developm	1,230		1,230		-	-
12-1251-649000-29905-5904	Other Participant Prog Svc/Exp : Student Deve	18,000		18,000		-	-
12-1251-649000-29905-5905	Other Participant Travel Exp : Student Develo	10,795		10,795		-	-
12-1251-649000-29905-5925	Postage : Student Development Office	200		200		-	-
12-1251-649000-29905-5940	Reproduction/Printing Expenses : Student Deve	3,000		3,000		-	-
12-1251-649000-29905-5966	Transportation - Student : Student Developmen	5,000		5,000		-	-
12-1251-649000-29905-6411	Equipment - Federal Progs >200 : Student Deve	11,052		11,052		-	-
12-1251-649000-29905-6419	Equip/Software - >\$200 <\$1,000 : Student Deve	2,307		2,307		-	-
12-1251-675000-29905-5210	Conference Expenses : Student Development Off	9,285		10,965		1,680	
12-1251-679000-20000-5865	Indirect Costs : Santiago Canyon College	29,411		29,465		54	
12-1251-732000-29905-7610	Books Paid for Students : Student Development	27,950		27,950		-	-
12-1251-732000-29905-7650	Stipends Paid to Students : Student Developme	13,975		13,975		-	-
Total Project 1251 CAMP II - SCC Yr 1		425,000	425,000	425,739	425,739	1,834	1,834

SPECIAL PROJECT DETAILED BUDGET #2090

NAME: CARE Program - SAC

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 to 06/30/13

CONTRACT INCOME: \$60,043

PROJ. ADM. Sara Lundquist

PROJ. DIR. M. Gable

DATE: 10/10/12

GL Accounts	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2090-000000-10000-8629	Other Gen Categorical Apport : SAC		60,043		60,043		-
12-2090-643000-19300-1230	Contract Counselors : EOPS - Ann Lockhart (20%)	17,094		17,798		704	
12-2090-643000-19300-1250	Contract Coordinator : EOPS - Ann Lockhart (15%)	12,820		13,349		529	
12-2090-643000-19300-1430	Part-Time Counselors : EOPS	6,102		-			6,102
12-2090-643000-19300-1434	Int/Sum Beyond Contr-Counselor : EOPS	3,200		4,721		1,521	
12-2090-643000-19300-1435	Int/Sum - Counselors,Part-Time : EOPS	-		4,276		4,276	
12-2090-643000-19300-3115	STRS - Non-Instructional : EOPS	3,271		3,348		77	
12-2090-643000-19300-3325	Medicare - Non-Instructional : EOPS	575		588		13	
12-2090-643000-19300-3415	H & W - Non-Instructional : EOPS	3,380		3,830		450	
12-2090-643000-19300-3435	H & W - Retiree Fund Non-Inst : EOPS	397		406		9	
12-2090-643000-19300-3515	SUI - Non-Instructional : EOPS	638		446			192
12-2090-643000-19300-3615	WCI - Non-Instructional : EOPS	952		974		22	
12-2090-643000-19300-3915	Other Benefits - Non-Instruct : EOPS	438		438		-	-
12-2090-643000-19300-4610	Non-Instructional Supplies : EOPS	900		1,000		100	
12-2090-643000-19300-4710	Food and Food Service Supplies : EOPS	1,000		1,200		200	
12-2090-643000-19300-5940	Reproduction/Printing Expenses : EOPS	100		250		150	
12-2090-675000-19300-5210	Conference Expenses : EOPS	2,100		2,100		-	-
12-2090-732000-19300-7670	Other Exp Paid for Students : EOPS	7,076		5,319			1,757
Total Project 2090 CARE Program		60,043	60,043	60,043	60,043	8,051	8,051

6.1 (11)

SPECIAL PROJECT DETAILED BUDGET # 2250

NAME: EOPS - SAC

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 to 06/30/13
 CONTRACT INCOME: \$992,848

PROJ. ADM. Sara Lundquist
 PROJ. DIR. M. Gable

DATE: 10/10/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2250-000000-10000-8622	EOPS - SAC		1,001,697		992,848	8,849	
12-2250-499900-19300-2420	Inst Assistant - Hourly : E	20,107		53,262		33,155	
12-2250-499900-19300-3211	PERS - Instructional : EOPS	1,049		3,475		2,426	
12-2250-499900-19300-3311	OASDHI - Instructional : EO	595		1,887		1,292	
12-2250-499900-19300-3321	Medicare - Instructional :	292		772		480	
12-2250-499900-19300-3331	PARS - Instructional : EOPS	261		297		36	
12-2250-499900-19300-3431	H & W - Retiree Fund Inst :	201		533		332	
12-2250-499900-19300-3511	SUI - Instructional : EOPS	324		586		262	
12-2250-499900-19300-3611	WCI - Instructional : EOPS	483		1,278		795	
12-2250-643000-19300-1230	Contract Counselors : EOPS - Madeleine Nguyen (100%) - Jane Mathis (100%)	194,878		199,493		4,615	
12-2250-643000-19300-1250	Contract Coordinator : EOP - Ann Lockhart (15%)	14,195		13,349			846
12-2250-643000-19300-1430	Part-Time Counselors : EOPS	15,000		8,000			7,000
12-2250-643000-19300-1433	Beyond Contract - Counselor	-		-		-	-
12-2250-643000-19300-1434	Int/Sum Beyond Contr-Counselor - Jane Mathis (1A & 2A) - Madeleine (1A TOE from fund 11 ??)	5,670		15,620		9,950	
12-2250-643000-19300-2130	Classified Employees : EOPS - Irma Fernandez Gonzalez (71%) - Gloria Ramos (50%) - Deborah Gosset (40%) - Admin Secretary (100% for 8 months) - Miriam Valerde (100%) - Maria Torres-Carranza (100%)	234,664		214,476			20,188

6.1 (12)

SPECIAL PROJECT DETAILED BUDGET # 2250

NAME: EOPS - SAC

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 to 06/30/13
 CONTRACT INCOME: \$992,848

PROJ. ADM. Sara Lundquist
 PROJ. DIR. M. Gable

DATE: 10/10/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2250-643000-19300-2320	Classified Employees - Hour - Dawn Pickering (\$21.21/hr x 40 hrs/wk to Oct. 31, 2012)	-		12,514		12,514	
12-2250-643000-19300-2340	Student Assistants - Hourly	1,600		17,905		16,305	
12-2250-643000-19300-3115	STRS - Non-Instructional :	18,779		19,730		951	
12-2250-643000-19300-3215	PERS - Non-Instructional :	26,178		24,487			1,691
12-2250-643000-19300-3315	OASDHI - Non-Instructional	15,278		14,766			512
12-2250-643000-19300-3325	Medicare - Non-Instructiona	6,944		7,102		158	
12-2250-643000-19300-3335	PARS - Non-Instructional :	-		163		163	
12-2250-643000-19300-3415	H & W - Non-Instructional :	105,659		106,033		374	
12-2250-643000-19300-3435	H & W - Retiree Fund Non-In	4,805		4,898		93	
12-2250-643000-19300-3515	SUI - Non-Instructional : E	7,710		5,191			2,519
12-2250-643000-19300-3615	WCI - Non-Instructional : E	11,531		11,756		225	
12-2250-643000-19300-3915	Other Benefits - Non-Instru	9,455		8,461			994
12-2250-643000-19300-4210	Books, Mags & Ref Mat, Non-	14,080		2,000			12,080
12-2250-643000-19300-4610	Non-Instructional Supplies	4,700		3,000			1,700
12-2250-643000-19300-4710	Food and Food Service Suppl	4,000		5,000		1,000	
12-2250-643000-19300-5100	Contracted Services : EOPS	85		-			85
12-2250-643000-19300-5220	Mileage/Parking Expenses :	115		100			15
12-2250-643000-19300-5630	Maint Contract - Office Equ	900		611			289
12-2250-643000-19300-5845	Excess/Copies Usage : EOPS	794		250			544
12-2250-643000-19300-5940	Reproduction/Printing Expen	300		300		-	-
12-2250-643000-19300-5950	Software License and Fees :	252		-			252
12-2250-643000-19300-5966	Transportation - Student :	2,500		2,500		-	-
12-2250-643000-19300-6410	Equipment - All Other > \$1,	2,500		2,500		-	-

6.1 (13)

SPECIAL PROJECT DETAILED BUDGET # 2250

NAME: EOPS - SAC

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 to 06/30/13
 CONTRACT INCOME: \$992,848

PROJ. ADM. Sara Lundquist
 PROJ. DIR. M. Gable

DATE: 10/10/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2250-643000-19300-6419	Equip/Software - >\$200 <\$1,	2,248		1,000			1,248
12-2250-675000-19300-5210	Conference Expenses : EOPS	3,200		3,000			200
12-2250-732000-19300-7610	Books Paid for Students : E	207,865		199,016			8,849
12-2250-732000-19300-7620	Fees Paid for Students : EO	2,500		2,500		-	-
12-2250-732000-19300-7670	Other Exp Paid for Students	60,000		25,037			34,963
Totals for PROJECT: 2250	EOPS	1,001,697	1,001,697	992,848	992,848	93,975	93,975

SPECIAL PROJECT DETAILED BUDGET # 2250

NAME: EOPS - SAC

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 to 06/30/13
 CONTRACT INCOME: \$992,848

PROJ. ADM. Sara Lundquist
 PROJ. DIR. M. Gable

DATE: 10/10/12

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2250-643000-19300-1210	Academic Management : EOPS - Marsha Gable (82%)	80,686		79,981			705
11-2250-643000-19300-1230	Contract Counselors : EOPS - Ann Lockhart (20%) - Reymundo Robledo (25%) - Sherri Blake (32%)	73,890		63,379			10,511
11-2250-643000-19300-1250	Contract Coordinator : EOP - Gabriela Sanchez (40%)	31,503		31,503		-	-
11-2250-643000-19300-1430	Part-Time Counselors : EOPS	3,058		-			3,058
11-2250-643000-19300-1434	Int/Sum Beyond Contr-Course - Madeleine Nguyen (1A)	2,457		-			2,457
11-2250-643000-19300-2130	Classified Employees : EOPS - Irma Fernando-Gonzalez (29%)	11,256		11,256		-	-
11-2250-643000-19300-3115	STRS - Non-Instructional :	9,353		12,768		3,415	
11-2250-643000-19300-3215	PERS - Non-Instructional :	1,285		4,237		2,952	
11-2250-643000-19300-3315	OASDHI - Non-Instructional	722		2,350		1,628	
11-2250-643000-19300-3325	Medicare - Non-Instructiona	1,809		2,793		984	
11-2250-643000-19300-3415	H & W - Non-Instructional :	20,606		31,233		10,627	
11-2250-643000-19300-3435	H & W - Retiree Fund Non-In	1,250		1,926		676	
11-2250-643000-19300-3515	SUI - Non-Instructional : E	2,013		2,119		106	
11-2250-643000-19300-3615	WCI - Non-Instructional : E	3,000		4,624		1,624	
11-2250-643000-19300-3915	Other Benefits - Non-Instru	4,510		4,560		50	
Totals for PROJECT: 2250	EOPS - Match	247,398	-	252,729	-	22,062	16,731

6.1 (15)

SPECIAL PROJECT DETAILED BUDGET #3711
NAME: Lumina Foundation - Latino Student Success Initiative (District)
FISCAL YEAR: 2012/13

CONTRACT PERIOD: 09/15/12 TO 09/30/15
 CONTRACT INCOME: **\$258,073**

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Lilia Tanakeyowma
 Date: 10/12/2012

Contact No. SACF0001 - sub-agreement with the SAC Foundation via funds from the Lumina Foundation for Education Inc.

GL Account String	Description	Year 1		Year 2		Year 3		New Budget	
		Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit
12-3711-000000-10000-8891	Other Local Rev-Special Proj		108,925		98,991		50,157		258,073
12-3711-633000-15350-1430	Part-Time Counselors : Transfer Center I. Guzman FA \$6,719+SP \$6,719	7,398		0		0		7,398	
12-3711-633000-15350-1433	Beyond Contract - Counselors : Transfer Center R. Gallegos Fall \$1,604+Spring \$2,342	3,946		0		0		3,946	
12-3711-633000-15350-1480	Part-Time Reassigned Time : Transfer Center	0		0		0		0	
12-3711-633000-15350-1483	Beyond Contr - Reassigned Time : Transfer Center M. Vargas FA \$3,234+SP \$3,234 Add't \$12,469 TBD	25,134		35,000		15,000		75,134	
12-3711-633000-15350-2320	Classified Employees - Hourly : Transfer Center Rocio Zamudio, Transfer Ctr Specialist \$20.16/hr. x 36wks x 28.15 hrs. (yr. 1) Eva Palomares, Transfer Ctr Specialist \$20.16/hr. x 36/wks x 6 hrs (yr. 1)	24,789		22,000		15,000		61,789	
12-3711-633000-15350-3115	STRS - Non Instructional : Transfer Center	3,009		2,888		1,238		7,135	
12-3711-633000-15350-3215	PERS - Non Instructional : Transfer Center	497		2,512		1,713		4,722	
12-3711-633000-15350-3315	OASDI- Non Instructional : Transfer Center	270		1,364		930		2,564	
12-3711-633000-15350-3325	Medicare-Non Instructional : Transfer Center	888		827		436		2,151	
12-3711-633000-15350-3335	PARS- Non Instructional - R. Zamudio	266		0		0		266	
12-3711-633000-15350-3435	H & W- Retiree fund Non- Inst : Transfer Center	613		570		300		1,483	
12-3711-633000-15350-3515	SUI - Non- Instructional : Transfer Center	674		916		482		2,072	
12-3711-633000-15350-3615	WCI - Non- Instructional : Transfer Center	1,470		1,368		720		3,558	
12-3711-675000-15380-1480	Part-Time Reassigned Time : Fresh Exp/Learning Santa Ana Adelante	0		0		0		0	
12-3711-675000-15380-1483	Beyond Contract Reassigned Time : Fresh Exp/L Santa Ana Adelante	10,000		7,500		0		17,500	
12-3711-675000-15380-3115	STRS - Non Instructional : Fresh Exp/Learning	825		619		0		1,444	
12-3711-675000-15380-3325	Medicare-Non Instructional : Fresh Exp/Learning	145		109		0		254	
12-3711-675000-15380-3435	H & W- Retiree fund Non- Inst : Fresh Exp/Learning	100		75		0		175	
12-3711-675000-15380-3515	SUI - Non- Instructional : Fresh Exp/Learning	110		121		0		231	
12-3711-675000-15380-3615	WCI - Non- Instructional : Fresh Exp/Learning	240		180		0		420	
12-3711-679000-15350-1480	Part-Time Reassigned Time : Transfer Center Research and evaluation Lead	0		0		0		0	

6.1 (16)

SPECIAL PROJECT DETAILED BUDGET #3711
NAME: Lumina Foundation - Latino Student Success Initiative (District)
FISCAL YEAR: 2012/13

CONTRACT PERIOD: 09/15/12 TO 09/30/15
 CONTRACT INCOME: **\$258,073**

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Lilia Tanakeyowma
 Date: 10/12/2012

Contact No. SACF0001 - sub-agreement with the SAC Foundation via funds from the Lumina Foundation for Education Inc.

GL Account String	Description	Year 1		Year 2		Year 3		New Budget	
		Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit
12-3711-679000-15350-1483	Beyond Contr - Reassigned Time : Transfer Center <i>Research and evaluation Lead</i>	25,000		20,000		12,500		57,500	
12-3711-679000-15350-3115	<i>STRS- Non Instructional : Transfer Center</i>	2,063		1,650		1,031		4,744	
12-3711-679000-15350-3325	<i>Medicare-Non Instructional : Transfer Center</i>	363		290		181		834	
12-3711-679000-15350-3435	<i>H & W- Retiree fund Non- Inst : Transfer Center</i>	250		200		125		575	
12-3711-679000-15350-3515	<i>SUI - Non- Instructional : Transfer Center</i>	275		322		201		798	
12-3711-679000-15350-3615	<i>WCI - Non- Instructional : Transfer Center</i>	600		480		300		1,380	
	Total 3711 - Lumina Latino Student Success	108,925	108,925	98,991	98,991	50,157	50,157	258,073	258,073

6.1 (17)

SPECIAL PROJECT DETAILED BUDGET #1903

NAME: Youth Empowerment Strategies for Success - Independent Living Program (YESS-ILP)

FISCAL YEAR: 2012/2013

CONTRACT PERIOD: 7/1/12 - 6/30/13

CONTRACT INCOME: \$22,500

CFDA #: 93.674

PROJ ADMIN: M. GABLE

PROJ DIR: M. GABLE

Date: 10/10/12

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1903-000000-10000-8199	Other Federal Revenues : Santa Ana College		22,500		22,500		
12-1903-631000-19310-1430	Part-Time Counselors : Foster Youth	17,402		17,402		-	-
12-1903-631000-19310-3115	STRS - Non-Instructional : Foster Youth	1,436		1,436		-	-
12-1903-631000-19310-3325	Medicare - Non-Instructional : Foster Youth	252		252		-	-
12-1903-631000-19310-3435	H & W - Retiree Fund Non-Inst : Foster Youth	174		174		-	-
12-1903-631000-19310-3515	SUI - Non-Instructional : Foster Youth	280		191			89
12-1903-631000-19310-3615	WCI - Non-Instructional : Foster Youth	417		418		1	
12-1903-649000-19310-4310	Instructional Supplies : Foster Youth	-		150		150	
12-1903-649000-19310-4610	Non-Instructional Supplies : Foster Youth	724		150			574
12-1903-649000-19310-4710	Food and Food Service Supplies : Foster Youth	1,429		750			679
12-1903-649000-19310-5966	Transportation - Student : Foster Youth	250		-			250
12-1903-732000-19310-7670	Other Exp Paid for Students : Foster Youth	136		1,577		1,441	
Total Project 1903 YESS - ILP		22,500	22,500	22,500	22,500	1,592	1,592
<p><u>In-Kind Match: (Certified Expend \$19,140)</u></p> <ul style="list-style-type: none"> - Counselor/Coordinator (to be assigned) - Marsha Gable (5%) - Gloria Ramos (5%) - Michael Martinez (5%) 							

6.1 (18)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: October 22, 2012
Re: Approval of First Amendment to Sub-award Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation and NOCCCD – Fullerton College for ENGAGE to STEM Project - Year 1 No Cost Extension	
Action: Request for Approval	

BACKGROUND

Santa Ana College was awarded a five-year ENGAGE in STEM Project (Encouraging New Graduates and Gaining Expertise in Science, Technology, Engineering, and Math) grant from the United States Department of Education. 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

Rancho Santiago Community College District's ENGAGE to STEM Project sub-recipients CSU Fullerton Auxiliary Services Cooperation and NOCCCD – Fullerton College agree that the performance in the funding period of October 1, 2011 through September 30, 2012 be extended through September 30, 2013 with no change to the original sub-award amounts.

Project Administrator is Micki Bryant. Project Director is Steve Bautista.

RECOMMENDATION

It is recommended that the board approve these amendments and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the amendments on behalf of the district.

Fiscal Impact: None	Board Date: October 22, 2012
Prepared by: Huong Nguyen, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**FIRST AMENDMENT
TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
CSU FULLERTON AUXILIARY SERVICES COOPERATION**

THIS FIRST AMENDMENT is entered into the 22nd day of October, 2012 between Rancho Santiago Community College District, (hereinafter "DISTRICT", and CSU Fullerton Auxiliary Services Cooperation (hereinafter "SUBRECIPIENT"), to amend that certain Agreement between the parties which commenced on October 1, 2011 and pertains to the grant the DISTRICT received entitled ENGAGE to STEM Project (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education, Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Program. The purpose of the HSI STEM & Articulation Programs is to expand and enhance educational opportunities for, and improve the academics attainment of Hispanic students.

WHEREAS, SUBRECIPIENT desires to extend the term of the Agreement for one year, beginning October 1st, 2012, and ending September 30, 2013.

NOW THEREFORE, it is mutually agreed as follows:

1. Paragraph 1, under "TERM", page 1, of the Agreement is amended to read as follows:
The effective term of this Agreement shall be from the period beginning October 1, 2011 and ending September 30, 2013 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).
2. Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged. All obligations of the parties that would have terminated on September 30, 2012 are hereby extended to September 30, 2013.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this First Amendment to the Agreement to be executed as of this 22nd day of October, 2012.

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: _____

Employer/Taxpayer Identification Number (EIN)

**FIRST AMENDMENT
TO AGREEMENT BETWEEN
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
AND
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
On behalf of
FULLERTON COLLEGE**

THIS FIRST AMENDMENT is entered into the 22nd day of October, 2012 between Rancho Santiago Community College District, (hereinafter “DISTRICT”, and North Orange County Community College District, on behalf of Fullerton College (hereinafter “SUBRECIPIENT”), to amend that certain Agreement between the parties which commenced on October 1, 2011 and pertains to the grant the DISTRICT received entitled ENGAGE to STEM Project (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education, Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Program. The purpose of the HSI STEM & Articulation Programs is to expand and enhance educational opportunities for, and improve the academics attainment of Hispanic students.

WHEREAS, SUBRECIPIENT desires to extend the term of the Agreement for one year, beginning October 1st, 2012, and ending September 30, 2013.

NOW THEREFORE, it is mutually agreed as follows:

1. Paragraph 1, under “TERM”, page 1, of the Agreement is amended to read as follows:
The effective term of this Agreement shall be from the period beginning October 1, 2011 and ending September 30, 2013 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).
2. Except as amended herein, all other terms and provisions of the agreement, to the extent that they are not inconsistent with this First Amendment, remain unchanged. All obligations of the parties that would have terminated on September 30, 2012 are hereby extended to September 30, 2013.

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this First Amendment to the Agreement to be executed as of this 22nd day of October, 2012.

RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

NORTH ORANGE COUNTY COMMUNITY
COLLEGE DISTRICT, on behalf of
FULLERTON COLLEGE

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

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

Employer/Taxpayer Identification Number (EIN)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To: Board of Trustees	Date: October 22, 2012
Re: Approval of First Amendment to Sub-award Agreements between RSCCD and CSU Fullerton Auxiliary Services Cooperation and NOCCCD – Fullerton College for ENGAGE to STEM Project - Year 2	
Action: Request for Approval	

BACKGROUND

Santa Ana College was awarded a five-year ENGAGE in STEM Project (Encouraging New Graduates and Gaining Expertise in Science, Technology, Engineering, and Math) grant from the United States Department of Education. 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 consists of Santa Ana College, Fullerton College and California State University, Fullerton. Each of these partners will be a sub-recipient grantee 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 second year contracts with the sub-recipients.

DO-12-1666-01 CSU Fullerton Auxiliary Services Cooperation - \$285,658

DO-12-1666-02 North Orange County Community College District - \$371,622

Project Administrator is Micki Bryant. Project Director is Steve Bautista.

RECOMMENDATION

It is recommended that the board approve the sub-agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign the agreements on behalf of the district.

Fiscal Impact: \$657,280	Board Date: October 22, 2012
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
CSU FULLERTON AUXILIARY SERVICES COOPERATION**

This Agreement is entered into on the 22nd day of October, 2012 between Rancho Santiago Community College District (hereinafter “RSCCD”) and CSU Fullerton Auxiliary Services Cooperation (hereinafter “SUBRECIPIENT”).

WHEREAS, RSCCD has received a grant entitled ENGAGE to STEM Project (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education, Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Program. 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, 2012 and ending September 30, 2013 in the amount of \$285,658 and subject to the provisions of this Agreement. An extension may be granted in writing from the U.S. Department of Education (approving authority), through RSCCD.

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 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 Higher Education 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. Either party 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 SUBRECIPIENT's proposed work, and to provide SUBRECIPIENT's 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 and acceptance by SUBRECIPIENT. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of 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 1 October 2012, 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 \$285,658.
- (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
(714) 564-6456

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 during normal business hours. 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 coordination with SUBRECIPIENT's designated audit contract person. 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 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. It is agreed that RSCCD shall disclose only information necessary to the work and, if any such information is considered confidential, it shall be clearly marked "Confidential Information" and sent by RSCCD in writing only to the Principal Investigator or if orally disclosed, reduced to writing by RSCCD within thirty (30) days of disclosure (hereinafter "Confidential Information"). SUBRECIPIENT shall inform Principal Investigator that for a period of one year from the end of the Agreement, Confidential Information shall not be used or disclosed to others, to the extent permitted by law, except in furtherance of this Agreement unless Confidential Information: (i) is or shall have been known to the Principal Investigator before his receipt thereof; (ii) is disclosed to the Principal

Investigator by a third party; (iii) is required to be disclosed by law; (iv) was independently developed by the SUBRECIPIENT without the benefit of any disclosure from RSCCD and such independent development can be properly demonstrated by SUBRECIPIENT; or (v) is or shall have become known to the public through no fault of the Principal Investigator. 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”: For purchase on or after July 1, 1993, “equipment” is tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Equipment is NOT considered an allowable cost without written approval of the Grant Officer.

(b) Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory or property in accordance the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

INDEMNIFICATION

24. (a) SUBRECIPIENT shall indemnify and hold harmless RSCCD, its officers, employees and representatives from and against all claims, damages, losses and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the SUBRECIPIENT, its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the RSCCD.

(b) RSCCD shall indemnify and hold harmless SUBRECIPIENT, California State University Fullerton, the Trustees of the California State University, the State of California, their officers, employees, representatives and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the RSCCD, its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the SUBRECIPIENT.

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 two million dollars (\$2,000,000) in the

aggregate. A certificate of insurance must be provided that includes prior 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 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 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 receipt. 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. Upon receipt of notice of termination, SUBRECIPIENT shall limit or terminate any outstanding financial commitments. RSCCD shall reimburse SUBRECIPIENT for all costs incurred by it for the Purpose, including without limitation, all uncancellable obligations. 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 authorized official of 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: Peter J. Hardash, Vice Chancellor
Business Operations and Fiscal Services
Rancho Santiago Community College District
2323 North Broadway, Ste. 404-1
Santa Ana, CA 92706
(714) 480-7340

SUBRECIPIENT: Denise Bell, Director
Office of Sponsored Programs
CSU Fullerton Auxiliary Services Cooperation
2600 E. Nutwood Avenue, Ste. 250
Fullerton, CA 92831
(714) 278-4110

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

Name: _____

Vice Chancellor

Title: Business Operations/Fiscal Services

Title: _____

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: October 22, 2012

LIST OF EXHIBITS

Same as Year 1:

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
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
on behalf of
FULLERTON COLLEGE**

This Agreement is entered into on the 22nd day of October, 2012 between Rancho Santiago Community College District (hereinafter “RSCCD”) and North Orange County Community College District, on behalf of Fullerton College (hereinafter “SUBRECIPIENT”).

WHEREAS, RSCCD has received a grant entitled ENGAGE to STEM Project (Grant No. P031C110183; CFDA No. 84.031C) from the U.S. Department of Education, Title III, Part F, Hispanic-Serving Institutions (HSI) Science Technology Engineering & Mathematics (STEM) and Articulation Program. 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, 2012 and ending September 30, 2013 in the amount of \$371,622 and subject to the provisions of this Agreement. An extension may be granted in writing from the U.S. Department of Education (approving authority), through RSCCD.

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 SUBRECIPIENT's proposed work, and to provide SUBRECIPIENT's 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 and acceptance by SUBRECIPIENT. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of 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 2012, 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 \$371,622.
- 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": 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 and hold harmless RSCCD, its officers, employees and representatives from and against all claims, damages, losses and expenses, including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the SUBRECIPIENT, its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the RSCCD.

(b) RSCCD shall indemnify and hold harmless SUBRECIPIENT, California State University Fullerton, the Trustees of the California State University, the State of California, their officers, employees, representatives and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the RSCCD, its subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the SUBRECIPIENT.

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 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.

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 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

Name: Fred Williams

Vice Chancellor
Business Operations/Fiscal

Vice Chancellor

Title: Services

Title: Finance and Facilities

Date: _____

Date: _____

Employer/Taxpayer Identification Number (EIN)

Board Approval Date: October 22, 2012

LIST OF EXHIBITS

Same as Year 1:

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: October 22, 2012
Re:	Adoption of Resolution No. 12-62 – California Department of Education (CRPM-2046)	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District received a Facilities Renovation and Repair funds from the California Department of Education to assist with renovation and repair projects to maintain compliance with State health and safety requirements, to comply with American with Disabilities (ADA) regulations, and to purchase and replace equipment necessary for the health and safety of children in Child Development Centers that offer child care and development programs. The award amount is \$95,453 and the contract performance period is July 1, 2012 – June 30, 2015, in accordance with the funding terms and conditions of Contract No. CRPM-2046.

ANALYSIS

As part of the acceptance process, the California Department of Education requires that the Board of Trustees designate and approve an authorized representative of the district to sign any related contractual and amendment documents related to this contract.

RECOMMENDATION

It is recommended that the Board adopts this resolution with the California Department of Education and that the Chancellor or his designee be authorized to sign the contract on behalf of the district.

Fiscal Impact: none	Board Date: October 22, 2012
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to enter into this contract agreement with the California Department of Education for the purpose of providing healthy, safe and accessible environments for children in the Child Development Centers that offer child care and development programs **and to authorize the designated personnel to sign related contractual and amendment documents for the fiscal years 2012/2013 through 2014/2015.**

RESOLUTION NO. 12-62

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into contract agreement number **CRPM-2046** with the California Department of Education and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez</u>	<u>Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 22nd day of October, 2012, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Arianna P. Barrios, Clerk of the Board of Trustees of Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

To: Board of Trustees	Date: October 22, 2012
Re: Approval of Extension of Self-Evaluation Timeline	
Action: Request for Approval	

BACKGROUND

Board Policy 2745 (formerly Board Policy 9022) provides for the Board of Trustees to conduct an annual self-evaluation by November of each year.

ANALYSIS

An evaluation survey was approved by the Board on October 8, 2012 and was distributed to the individuals identified in Board Policy 2745. There was a low response rate to the survey, so the survey has been redistributed to obtain additional responses. It is recommended that the evaluation process timeline be revised as follows:

November 13, 2012 Board reviews survey results and receives self-evaluation instrument

November 14, 2012 - Board members complete self-evaluation instrument.
November 30, 2012

December 10, 2012 Board reviews and discusses tabulated self-evaluation results.

RECOMMENDATION

It is recommended that the Board of Trustees approve the revised timeline for the self-evaluation process.

Fiscal Impact: None	Board Date: October 22, 2012
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	