

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Board of Trustees (Regular meeting)**  
**Monday, January 14, 2013**  
**2323 North Broadway, #107**  
**Santa Ana, CA 92706**

**Vision Statement (Board of Trustees)**

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

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

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

**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 December 10, 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

2.6 Informational Presentation on the Budget

2.7 Informational Presentation on the Three-Day Drop Period for Non-Payment of Enrollment Fees

**3.0 HUMAN RESOURCES**

\*3.1 Management/Academic Personnel Action

- Approval of Revised Job Descriptions
- Approval of Medical Layoffs
- Approval of Hiring of Long-term Substitutes per E.C. 87481 and 87482
- Approval of 2012-2013 Additional Changes of Classifications
- Approval of 2012-2013 Additional Contract Extension Days
- Approval of Changes in Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Stipends
- Approval of 2012-2013 Part-time Hourly Column Changes
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Interns Services

\*3.2 Classified Personnel Action

- Approval of Hourly On Going to Contract Assignments
- Approval of Professional Growth Increments

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

\*3.2 Classified Personnel – (cont.)

- Approval of Out of Class Assignments
- Approval of Changes in Position
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of New Appointments
- Approval of Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Miscellaneous Positions
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

3.3 Rejection of Claim

The district's insurance administrator recommends the board authorize the chancellor or his designee to reject claim #13-08826JW on behalf of the district.

Action

\*3.4 Approval of Credit Instructional Calendar for 2013-2014

The administration recommends approval of the 2013-2014 Credit Instructional Calendar.

Action

\*3.5 Authorization for Board Travel/Conferences

Action

**4.0 INSTRUCTION**

\*4.1 Approval of Contract with Santa Ana Unified School District (SAUSD) to Offer Career Technical Courses (CTE) at Century High School

The administration recommends approval of the contract with SAUSD to offer CTE courses at Century High School.

Action

\*4.2 Approval of New OTA Agreement – Desert/Mountain Children's Center

The administration recommends approval of the agreement with Desert/Mountain Children's Center in Apple Valley, California.

Action

\*4.3 Approval of New OTA Agreement – Bishop Care Center

The administration recommends approval of the agreement with Bishop Care Center in Bishop, California.

Action

\*4.4 Approval of New OTA Agreement – Alamitos Belmont Rehabilitation Hospital

The administration recommends approval of the agreement with Alamitos Belmont Rehabilitation Hospital in Long Beach, California.

Action

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

- \*4.5 Approval of Amendment #1 to OTA Agreement – Downey Regional Medical Center Action  
The administration recommends approval of the agreement amendment with Downey Regional Medical Center in Downey, California.
- \*4.6 Approval of Amendment #1 to OTA Agreement – Eisenhower Medical Center Action  
The administration recommends approval of the agreement amendment with Eisenhower Medical Center in Rancho Mirage, California.
- \*4.7 Approval of Amendment #5 to OTA Agreement – Cedars Sinai Medical Center Action  
The administration recommends approval of the agreement amendment with Cedars Sinai Medical Center in Los Angeles, California.
- \*4.8 Approval of OTA Agreement Renewal – Mt. San Antonio Gardens Wellness Center Action  
The administration recommends approval of the agreement with Mt. San Antonio Gardens Wellness Center in Pomona, California.
- \*4.9 Approval of OTA Agreement Renewal – Rehabilitation Institute of Southern California Action  
The administration recommends approval of the agreement with Rehabilitation Institute of Southern California in Orange, California.
- \*4.10 Approval of OTA Agreement Renewal – Huntington Hospital Action  
The administration recommends approval of the agreement with Huntington Hospital in Pasadena, California.
- \*4.11 Approval of New Pharmacy Technology Agreement – Rite Aid Corporation (Pharmacies) Action  
The administration recommends approval of the agreement with Rite Aid Corporation (Pharmacies) in Camp Hill, Pennsylvania.
- \*4.12 Approval of SLPA Agreement Renewal – Progress Speech & Language Center Action  
The administration recommends approval of the agreement with Progress Speech & Language Center with locations in Anaheim and Santa Ana, California.
- \*4.13 Approval of SLPA Agreement Renewal – Placentia-Yorba Linda Unified School District Action  
The administration recommends approval of the agreement with Placentia-Yorba Linda Unified School District in Placentia, California.

- \*4.14 Approval of SLPA Agreement Renewal – Tustin Unified School District Action  
The administration recommends approval of the agreement with Tustin Unified School District in Tustin, California.
- \*4.15 Approval of Agreement with Pacific Clinics Action  
The administration recommends approval of the agreement with Pacific Clinics' Recovery Education Institute in Orange, California.
- \*4.16 Approval of Santiago Canyon College Educational Master Plan 2012-2016 Action  
The administration recommends approval of the Santiago Canyon College Educational Master Plan for 2012-2016.

## **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 November 2012.
- \*5.3 Approval of Classroom Lease – 2000 Chapman Inc. Action  
The administration recommends ratification of the negotiated three-year lease of classroom space with 2000 Chapman Inc. for the period of February 1, 2013, through January 31, 2016, as presented.
- \*5.4 Approval of Nonresident Fees for 2013-2014 Action  
The administration recommends approval of establishing the nonresident tuition fee at \$190 per unit, the capital outlay fee at \$24 per unit, and the application fee at \$25 for 2013-2014 as presented.
- \*5.5 Approval of Reappointments/Reaffirmations for the Measure E Citizens' Bond Oversight Committee Action  
The administration recommends approval of the reaffirmations and reappointments of the Citizens' Bond Oversight Committee for the 2013 calendar year as presented.
- \*5.6 Acceptance of Grant of Easement to AT&T California Action  
The administration recommends acceptance of the Grant of Easement to AT&T at Santa Ana College (SAC) as presented.

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

- \*5.7 Approval of Request For Proposal (RFP) – Geotechnical, Materials Testing and Special Inspection Services at Santa Ana College Action  
The administration recommends approval of the contract with Koury Engineering and Testing for materials testing and inspection services in the amount of \$210,000, as presented.
- \*5.8 Approval of Notice of Completion: Bid #1194 – Portable Building Certification at Santa Ana College Action  
The administration recommends approval of the Notice of Completion for the Portable Building Certification at SAC as presented.
- \*5.9 Approval of Architect Services Agreement with Westberg+White - Proposal for Santa Ana College Buildings A, F, & R and Santiago Canyon College (SCC) Building D Boiler Replacement Action  
The administration recommends approval of the architect services agreement with Westberg+White for \$74,100 plus reimbursable expenses not to exceed \$8,000 as presented.
- \*5.10 Adoption of Resolution No. 12-77 – Signalization Project at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 12-77 for Dynalectric for Bid # 1181 for the signalization project at SCC as presented.
- \*5.11 Adoption of Resolution No. 12-78 – Plumbing for Loop Road Extension at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 12-78 for Interpipe Construction, Inc. for Bid #1140 for plumbing for the Loop Road Extension at SCC as presented.
- \*5.12 Adoption of Resolution No. 12-79 – Landscaping for Humanities Building at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 12-79 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Humanities building at SCC as presented.
- \*5.13 Adoption of Resolution No. 12-80 – Plumbing for Humanities Building at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 12-80 for Interpipe Construction, Inc. for Bid #1140 for plumbing for the Humanities building at SCC as presented.

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

- \*5.14 Adoption of Resolution No. 12-81 – Concrete for Loop Road Extension at Santiago Canyon College Action  
The administration recommends adoption of Resolution No. 12-81 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Loop Road Extension at SCC as presented.
- \*5.15 Approval of Additional Construction Management Services for Various Santiago Canyon College Construction Projects Action  
The administration recommends approval of amending and increasing Seville Construction Services agreement in the amount of \$37,517 as presented.
- \*5.16 Approval of Change Order #7 for Bid #1136 for Concrete for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of change order #7 for Bid #1136 for Guy Yocom Construction, Inc. for concrete for the Humanities building at SCC as presented.
- \*5.17 Approval of Change Order #10 for Bid #1139 for Electricity for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of change order #10 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.
- \*5.18 Approval of Change Order #10 for Bid #1139 for Electricity for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends approval of change order #10 for Bid #1139 for Dynalectric, Inc. for electricity for the Athletic/Aquatic complex at SCC as presented.
- \*5.19 Approval of Change Order #2 for Bid #1141 for HVAC for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends approval of change order #2 for Bid #1141 for West Tech Mechanical for HVAC for the Athletic/Aquatic complex at SCC as presented.
- \*5.20 Approval of Change Order #6 for Bid #1144 for Roofing for Athletic/Aquatic Complex at Santiago Canyon College Action  
The administration recommends approval of change order #6 for Bid #1144 for Troyer Contracting Company, Inc. for roofing for the Athletic/Aquatic complex at SCC as presented.

- \*5.21 Approval of Change Order #11 for Bid #1147 for Interiors for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of change order #11 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented.
- \*5.22 Approval of Change Order #11 for Bid #1146 for Framing and Elevators for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of change order #11 for Bid #1146 for Inland Building Construction Company for framing and elevators for the Humanities building at SCC as presented.
- \*5.23 Approval of Reduction of Retention by 50% for Blazing Industrial Steel Inc. for Bid #1138 for Structural Steel for Humanities Building at Santiago Canyon College Action  
The administration recommends approval of releasing 50% of the retention amount for Blazing Industrial Steel Inc. for Bid #1138 for structural steel for the Humanities building at SCC as presented.
- \*5.24 Approval of Independent Contractors Action  
The administration recommends approval of the following independent contractor: Rebecca Ruiz for consulting services provide training and presentations for Student Mental Health Program (SMHP) grant. Dates of service are March 1, 2013, through May 31, 2014. The fee is estimated at \$37,500.
- \*5.25 Approval of Independent Contractors Action  
The administration recommends approval of the following independent contractor: Public Health Preventive Care Consulting Inc. (PHPC) for consulting services to provide professional and technical assistance to the existing Early Head Start (EHS) program. Dates of service are January 15, 2013, through December 31, 2013. The fee is estimated at \$25,000 at \$65 an hour.
- \*5.26 Approval of Purchase Orders Action  
The administration recommends approval of the purchase order listing for the period November 18, 2012, through December 15, 2012.

## **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:  
- California Mathematics Diagnostic Testing Project (MDTP) \$ 25,629 (SAC)

- \*6.1 Approval of Resource Development Items – (cont.)
- Career Technical Education (CTE) Community Collaborative VI (District) – *Adjustment* \$ -24,327
  - Early Head Start – Year 1 (District) \$1,427,988
  - Facilities Renovation and Repair (District) \$ 95,453
  - NSF – Fullerton Mathematics Teacher and Master Teacher Fellows Project (FULL MT2) – Year 3 (SAC) \$ 20,000
  - Youth Entrepreneurship Program (YEP) – BEC Year 3 (District) \$ 125,000
  - Youth Entrepreneurship Project – Faculty Mini Grants Program III (District) \$ 560,000
- \*6.2 Approval of Subcontract Agreements between RSCCD and CHOC/ Help Me Grow, and MOMS Orange County for Early Head Start Action  
The administration recommends approval of the subcontract agreements and authorization be given to the Vice Chancellor, Business Operations/ Fiscal Services, or his designee to sign and enter into related contractual agreements on behalf of the district.
- \*6.3 Approval of Child Development Services Parent Handbook Action  
The administration recommends approval of the revised Child Development Services Parent Handbook.
- 6.4 Reports from Board Committees
- Board Facilities Committee
- 6.5 Board Member Comments Information

## **RECESS TO CLOSED SESSION**

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

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

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

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

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

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)  
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services  
Employee Organizations: California School Employees Association, Chapter 888
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
5. Liability Claim (pursuant to Government Code Section 54956.95)  
a. 13-8826JW
6. Student Expulsion (pursuant to Education Code 72122)  
Student I.D. #1787138

## **RECONVENE**

### **Issues discussed in Closed Session (Board Clerk)**

#### **Public Comment**

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

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

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

- 7.0 ADJOURNMENT** - The next regular meeting of the Board of Trustees will be held on February 4, 2013.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
**Santa Ana College**  
**1530 W. 17<sup>th</sup> Street, Room U-102**  
**Santa Ana, California**

**Board of Trustees (Regular meeting)**

**Monday, December 10, 2012**

**MINUTES**

**SWEARING-IN CEREMONY AND RECEPTION**

Mr. Phillip Yarbrough called the meeting to order at 4:40 p.m.

The Pledge of Allegiance was led by Ms. Isabella Ramirez, niece of Claudia C. Alvarez.

Dr. Rodríguez recognized the attendance of public officials.

The Oath of Allegiance was administered to Claudia C. Alvarez by Tony Rackauckas, Orange County District Attorney; Arianna P. Barrios by Teresa “Tita” Smith, Mayor, City of Orange; Nelida Mendoza Yanez by Judge Salvador Sarmiento, and Jose Solorio by Senator Lou Correa, California State Senator, District 34.

Mr. Yarbrough declared a recess at 5:18 p.m. A reception followed.

**1.0 PROCEDURAL MATTERS**

1.1 Call to Order

The meeting was called to order at 5:50 p.m. by Mr. Phillip Yarbrough. Other members present were Ms. Claudia Alvarez, Ms. Arianna Barrios, Mr. John Hanna, Mr. Larry Labrado, Mr. Jose Solorio, Ms. Nelida Yanez, and Mr. Ryan Ahari.

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 occurred during the Installation Ceremony.

1.3 Presentation of District Annual Financial Audit

Auditor Rick Alonzo of Vavrinek, Trine, Day & Co., LLP, reviewed the RSCCD Independent Audit Report and rendered an unqualified opinion on the financial statements.

1.4 Approval of Additions or Corrections to Agenda

It was moved by Mr. Labrado, seconded by Mr. Solorio, and carried unanimously to approve addendums for Item 3.1 (Management/Academic Personnel) and Item 3.2 (Classified Personnel).

1.5 Public Comment

Ms. Ethel Jordan and Ms. Mary Walker spoke regarding the possible relocation of the Orange Education Center.

Ms. Marti Reiter, President, California School Employees Association, Chapter 579, congratulated recently-elected board members.

Mr. Morrie Barembaum congratulated recently-elected board members and spoke regarding change orders made by faculty members on construction projects.

1.6 Approval of Minutes

It was moved by Ms. Barrios, seconded by Mr. Ahari, and carried to approve the minutes of the regular meeting held November 13, 2012, with a vote of abstention from Ms. Alvarez, Mr. Solorio, and Ms. Yanez.

1.7 Approval of Consent Calendar

It was moved by Mr. Labrado, seconded by Ms. Alvarez, 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 7.3 (Resolution No. 12-64 authorizing payment to Trustee Absent from Board Meetings) removed by Mr. Hanna:

5.1 Approval of Amendment #1 to OTA Agreement – County of Riverside

The board approved the agreement amendment with the County of Riverside in California.

5.2 Approval of New OTA Agreement – Los Angeles Unified School District

The board approved the agreement with Los Angeles Unified School District in California.

5.3 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Basic Skills Training

The board approved the instructional agreement with SER, Jobs for Progress, Inc. for the program year 2012-2013.

1.7 Approval of Consent Calendar – (cont.)

- 5.4 Approval of Instructional Agreement with SER, Jobs for Progress, Inc. for Vocational Training  
The board approved the instructional agreement with SER, Jobs for Progress, Inc. for the program year 2012-2013.
- 5.5 Approval of New Courses and New Programs for 2013-2014 Santa Ana College Catalog  
The board approved the new courses and new programs for the 2013-2014 SAC catalog as presented.
- 5.6 Approval of New Credit and Non-Credit Curricula for 2013-2014 Santiago College Catalog  
The board approved the new credit and non-credit curricula for the 2013-2014 SCC catalog as presented.
- 6.1 Approval of Payment of Bills  
The board approved payment of bills as submitted.
- 6.2 Approval of Budget Transfers and Budget Increases/Decreases  
The board approved budget transfers, increases, and decreases during the month of October 2012.
- 6.3 Receive and Accept the District Audit Report for Fiscal Year ended June 30, 2012  
The board received and accepted the Rancho Santiago Community College District Audit Reports for the fiscal year ended June 30, 2012, as presented.
- 6.4 Adoption of Resolution No. 12-75 – Authorizing the Issuance of RSCCD 2013 General Obligation Refunding Bonds and Approval of Investment Banking Agreement; Preliminary Official Statement; Purchase Contract and Escrow Agreement  
The board adopted Resolution No. 12-75, authorizing the issuance of the Rancho Santiago Community College District (Orange County, California) 2013 General obligation Refunding Bonds, not to exceed \$90 million and approved refunding any of the remaining 2005 Series B Bonds and 2006 Series C Bonds and approved the Investment Banking Agreement; Preliminary Official Statement; Purchase Contract and Escrow Agreement. The board authorized the Vice Chancellor Business Operations/Fiscal Services to sign all required documents on behalf of the district as presented.
- 6.5 Approval of Consulting Services Agreement – Facilities Planning and Consulting Services  
The board approved the consulting services agreement for facilities planning and consulting services through June 30, 2013, as presented.

1.7 Approval of Consent Calendar – (cont.)

6.6 Approval of Agreement with Southland Industries for Planning and Energy Analysis

The board approved entering into an agreement with Southland Industries to perform the services as presented.

6.7 Approval of Energy Service Companies (ESCO)

The board approved the four highest-rated energy service companies: Southland Industries, ACCO Engineered Systems, Siemens, and Chevron Energy Solutions for creation of an ESCO pool to be used by the district for energy conservation projects.

6.8 Approval of DSA Inspector of Record, Testing & Inspection for Perimeter Site Improvements and Dunlap Hall Elevator Addition at Santa Ana College

The board approved an agreement with TYR I.O.R. to provide DSA-mandated inspection services for the perimeter site improvements and Dunlap Hall elevator addition projects at SAC as presented.

6.9 Approval of Request For Proposal (RFP) – Geotechnical, Materials Testing and Special Inspections Services at Santa Ana College

The board approved a contract with Geo-Advantec for geological technical services for the amount of Two Hundred and Ten Thousand Dollars (\$210,000) as presented.

6.10 Ratification of Award of Informal Bid #1201 – AT&T Electric and Data Equipment Installation at Santa Ana College

The board ratified the award of Bid #1201 to PMK Professional, Inc. in compliance with Board Policy 3311 as presented.

6.11 Approval of Amendment to Agreement with HMC Architects for Architectural/Engineering Services for Dunlap Hall at Santa Ana College

The board approved the HMC proposal for additional services and extending construction administration services for Dunlap Hall at SAC as presented.

6.12 Approval of Change Order #3 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College

The board approved change order #3 for Bid #1179 for Los Angeles Engineering Inc. for soccer field and football facilities at SAC as presented.

6.13 Approval to Reject all Bids – Bid #1187 Dunlap Hall Elevator Addition and Handrail at Santa Ana College

The board approved rejecting all bids in Bid #1187 Dunlap Hall Elevator Addition & Handrail Repairs at SAC as presented.

1.7 Approval of Consent Calendar – (cont.)

6.14 Adoption of Resolution No. 12-65 – Electricity for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 12-65 for Dynalectric for Bid #1139 for electricity for the Loop Road Extension At SCC as presented.

6.15 Adoption of Resolution No. 12-68 – Earthwork for Humanities Building at Santiago Canyon College

The board adopted Resolution No. 12-68 for Southern California Grading for Bid #1151 for earthwork for the Humanities building at SCC as presented.

6.16 Adoption of Resolution No. 12-69 – Landscaping for Humanities Building at Santiago Canyon College

The board adopted Resolution No. 12-69 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Humanities building at SCC as presented.

6.17 Adoption of Resolution No. 12-70 – Plumbing for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 12-70 for Interpipe Construction, Inc., for Bid #1140 for plumbing for the Loop Road Extension at SCC as presented.

6.18 Adoption of Resolution No. 12-71 – Landscaping for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 12-71 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Loop Road Extension at SCC as presented.

6.19 Adoption of Resolution No. 12-72 – Earthwork for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 12-72 for Southern California Grading for Bid #1151 for earthwork for the Loop Road Extension at SCC as presented.

6.20 Adoption of Resolution No. 12-73 – Concrete for Loop Road Extension at Santiago Canyon College

The board adopted Resolution No. 12-73 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Loop Road Extension at SCC as presented.

6.21 Adoption of Resolution No. 12-74 – Concrete for Athletic/Aquatic Complex at Santiago Canyon College

The board adopted Resolution No. 12-74 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Athletic/Aquatic complex at SCC as presented.

6.22 Approval of Architectural Services Agreement with Westberg+White - Phase 1 for Central Plant Energy Analysis/Schematic Design Phase at Santiago Canyon College

The board approved the architect services agreement with Westberg+White for Phase 1 for central plant energy analysis/schematic design phase at SCC as presented.

1.7 Approval of Consent Calendar – (cont.)

6.23 Approval of Change Order #6 for Bid #1136 – Concrete for Humanities Building at Santiago Canyon College

The board approved change order #6 for Bid #1136 for Guy Yocom Construction, Inc. for concrete for the Humanities building at SCC as presented.

6.24 Approval of Change Order #8 for Bid #1138 – Structural Steel for Humanities Building at Santiago Canyon College

The board approved change order #8 for Bid #1138 for Blazing Industrial Steel Inc. for structural steel for the Humanities building at SCC as presented.

6.25 Approval of Change Order #6 for Bid #1140 – Plumbing for Humanities Building at Santiago Canyon College

The board approved change order #6 for Bid #1140 for Interpipe Contracting, Inc. for plumbing for the Humanities building at SCC as presented.

6.26 Approval of Change Order #8 for Bid #1141 – HVAC for Humanities Building at Santiago Canyon College

The board approved change order #8 for Bid #1141 for West Tech Mechanical

6.27 Approval of Change Order #10 for Bid #1146 – Framing and Elevators for Humanities Building at Santiago Canyon College

The board approved change order #10 for Bid #1146 for Inland Building Construction Co. for framing and elevators for the Humanities building at SCC as presented.

6.28 Approval of Change Order #5 for Bid #1147 – Interiors for Athletic/Aquatic Complex at Santiago Canyon College

The board approved change order #5 for Bid #1147 for Inland Empire Architectural Services for interiors for the Athletic/Aquatic complex at SCC as presented.

6.29 Approval of Change Order #10 for Bid #1147 – Interiors for Humanities Building at Santiago Canyon College

The board approved change order #10 for Bid #1147 for Inland Empire Architectural Specialties for interiors for the Humanities building at SCC as presented.

6.30 Approval of Change Order #2 for Bid #1183 – IES Commercial, Inc. for Video Surveillance System

The board approved change order #2 for Bid #1183 for IES Commercial, Inc., for the district-wide video surveillance system as presented.

1.7 Approval of Consent Calendar – (cont.)

6.31 Approval of Independent Contractors

The board approved the following independent contractor: Nueva Vista Media for consulting services to produce a cutting edge engagement and outreach campaign to promote a new STEM App Development course at Santiago Canyon College to include HD videos and website to serve as digital resources and tools to highlight the dynamic world of App Development and career opportunities for developers in Southern California. Dates of service are December 11, 2012, through April 30, 2013. The fee is estimated at \$34,300.

6.32 Approval of Independent Contractors

The board approved the following independent contractor: Topgallant Group LLC for consulting services to assist in the Workforce Innovation Partnerships (WIP) grant to include development of curriculum for new media, multimedia and entertainment; facilitation of industry skills panel and new media roundtables; and outreach, promotion and recruitment of students and teachers. Dates of service are December 11, 2012, through May 31, 2013. The fee is estimated at \$46,000.

6.33 Approval of Purchase Orders

The board approved the purchase order listing for the period October 28, 2012, through November 17, 2012.

7.1 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:

-Women's Business Center – Year 1 (District)	\$123,367
-CalWORKs/Work Study/TANF (SAC/SCC)	\$430,044
-SBA/CSUF – SBDC (District)	\$602,365

7.2 Authorization of Signatures

The board approved the revised list of authorized signatures.

2.0 **BOARD ORGANIZATION**

2.1 Annual Board Organization

It was moved by Mr. Labrado, seconded by Mr. Ahari, and carried unanimously to elect Ms. Barrios as the 2012-13 board president.

At this time, Mr. Yarbrough passed the gavel to Ms. Barrios to conduct the remainder of the meeting.

2.1 Annual Board Organization – (cont.)

On behalf of the board, Ms. Barrios thanked Mr. Yarbrough for his work and dedication as board president during 2011-2012. She then presented him with an engraved clock.

It was moved by Mr. Hanna, seconded by Mr. Labrado, and carried unanimously to elect Mr. Solorio as vice president

It was moved by Mr. Yarbrough, seconded by Mr. Ahari, and carried unanimously to elect Mr. Labrado as clerk.

Ms. Barrios designated Dr. Rodríguez as the board's secretary and Mr. Didion as the assistant secretary.

Ms. Barrios appointed chairs to the following committees:

- Board Facilities Committee: Larry Labrado
- Board Fiscal/Audit Committee: Phillip Yarbrough
- Board Legislative Committee: Claudia Alvarez
- Board Policy Committee: John Hanna

Ms. Barrios appointed board representatives to the following organizations:

- Representative to the RSCCD Foundation: Claudia Alvarez
- Representative to the Orange County Legislative Task Force: Arianna Barrios and Nelida Mendoza Yanez
- Representative to the Orange County School Boards Association: Jose Solorio
- Representative to the Nominating Committee on School District Organization: John Hanna
- Representative to the Oversight Board of the Successor Agency to the Former Community Redevelopment Agency of the City of Santa Ana: RSCCD Staff Member

It was moved by Mr. Yarbrough and seconded by Mr. Ahari to adopt the following board meeting schedule for 2013:

January 14

February 4, 19 (Board Planning Session)

March 11

April 15

May 6, 20

June 17

July 22

August 19

September 9, 23

October 14, 28

November 12 (Tuesday) (annual self-evaluation meeting & regular board meeting)

December 9

## 2.1 Annual Board Organization – (cont.)

Mr. Hanna proposed two amendments to the motion; the first amendment: the addition of one meeting to the calendar and that meeting to be held at one of the college campuses.

It was moved by Mr. Solorio, seconded by Mr. Yarbrough, and carried unanimously to include one additional meeting to the board meeting schedule for 2013 and have the meeting held at one of the college campuses.

After discussion, the motion to adopt the abovementioned amended board meeting schedule carried unanimously.

Mr. Hanna proposed a second amendment to the motion: move closed session to the end of the meeting.

Mr. Yarbrough asked the board to reconsider adopting the board meeting schedule for 2013 to include two amendments: the addition of one meeting to the calendar and that meeting to be held at one of the college campuses, and to move closed session to the end of the meeting.

It was moved by Mr. Solorio, seconded by Mr. Yarbrough, and carried unanimously to approve the addition of one meeting to the calendar and that meeting to be held at one of the college campuses, and to move closed session to the end of the meeting.

It was moved by Mr. Yarbrough, seconded by Mr. Ahari, and carried unanimously to reaffirm the following board policies: #2715 (Code of Ethics/Standards of Practice); #2735 (Board Member Travel); and #3211 (Investments).

## **3.0 INFORMATIONAL ITEMS AND ORAL REPORTS**

### 3.1 Report from Chancellor

Dr. Raúl Rodríguez, Chancellor, provided a report to the board which included a statement regarding Mr. Barembaum's earlier comments regarding change orders made by faculty members on construction projects. Dr. Rodríguez agrees with Mr. Barembaum's suggestion of surveying end users when new facilities are built.

### 3.2 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

3.3 Report from Student Trustee

Mr. Ryan Ahari provided a report to the board.

3.4 Reports from Student Presidents

Ms. Edna Tobias, Student President, Santa Ana College, provided a report to the board.

Ms. Rachel Bulosan, Student President, Santiago Canyon College, provided a report to the board.

3.5 Reports from Academic Senate Presidents

The following academic senate presidents provided reports to the board:

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

**RECESS TO CLOSED SESSION**

The board convened into closed session at 7:16 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. Administrator Appointments
    - (1) Director
2. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (3 cases)
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

**RECONVENE**

The board reconvened at 7:43 p.m.

Closed Session Report

Mr. Labrado reported the board discussed the aforementioned items, and the board voted unanimously to suspend Ms. Imelda Bernal, Administrative Clerk, for fifteen days; and terminate Mr. Jacob Martinez, Custodian effective September 24, 2012.

### Public Comment

There were no public comments.

## **4.0 HUMAN RESOURCES**

### **4.1 Management/Academic Personnel**

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

- Approve Permission to Accept Outside Assignments
- Approve Appointments
- Approve Interim to Permanent Assignments
- Approve 2012-2013 Changes of Classification
- Approve Additional 2012-2013 FARSCCD Contract Salary Step Increases
- Approve 2012-2013 Permanent Part-time/Beyond Contract Salary Schedule B
- Approve Leaves of Absence
- Approve 2012-2013 Contract Extension Days
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record

### **4.2 Classified Personnel**

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

- Approve New Appointments
- Approve Professional Growth Increments
- Approve Changes in Salary Placement
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Expiration of Terms
- Approve Temporary Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers
- Approve Student Assistant Lists

## **5.0 INSTRUCTION**

All items were approved as part of Item 1.7 (Consent Calendar).

## **6.0 BUSINESS OPERATIONS/FISCAL SERVICES**

All items were approved as part of Item 1.7 (Consent Calendar).

## 7.0 GENERAL

Items 7.1 and 7.2 were approved as part of Item 1.7 (Consent Calendar).

### 7.3 Adoption of Resolution No. 12-64 authorizing payment to Trustee Absent from Board Meetings

It was moved by Mr. Yarbrough and seconded by Mr. Solorio to authorize payment to R. David Chapel for his absence from the November 13, 2012, board meeting due to personal business.

It was moved by Mr. Hanna and seconded by Mr. Ahari to postpone action on this item until the next board meeting. Discussion ensued. It was determined that before the next board meeting Dr. Chapel be asked to provide an explanation of the personal business attended to and if it met the guidelines stipulated in the abovementioned resolution. The motion carried with one nay vote from Mr. Labrado.

### 7.4 Adoption of Resolution No. 12-76 in honor of Police and Fire Departments of the City of Orange

It was moved by Mr. Yarbrough, seconded by Mr. Labrado, and carried unanimously to adopt Resolution No. 12-76.

### 7.5 List of 2013 Conferences and Legislative Executive Visits for Board Members

Board Policy 2735 and a list of conferences and legislative executive visits that board members may wish to attend was provided as information.

### 7.6 Review of RSCCD Board of Trustees Self-Evaluation

The Board of Trustees reviewed the evaluation responses and completed the self-evaluation process for 2011.

### 7.7 Board Member Comments

Board members welcomed new board members and congratulated the new board officers.

Mr. Hanna commended the board on its commitment to diversity.

Mr. Hanna asked the chancellor and college presidents to keep board members informed of preparations, including planning and budget, for future site visits from an accreditation team.

Mr. Hanna informed the board that Supervisor Bill Campbell is stepping down from his position at the County.

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

Ms. Alvarez, Mr. Solorio, and Ms. Yanez expressed gratitude for the warm welcome and indicated they are looking forward to serving on the board.

Mr. Yarbrough gave a brief report on the Economic Forecast conference at Chapman University he recently attended.

Mr. Yarbrough indicated he recently spoke with Supervisor Todd Spitzer in an effort to resolve issues with the County.

Mr. Solorio asked that staff provide a report on the process that occurred in eliminating the 5-day grace period and initiating the 72-hour drop period to pay enrollment fees.

Ms. Yanez asked that she be given a tour of Santiago Canyon College and Santa Ana College.

Ms. Barrios thanked her husband, parents, and family that attended the installation ceremony.

Mr. Ahari and Ms. Barrios provided a report on the December 6, 2012, Orange County Community College Legislative Task Force meeting.

## **8.0 ADJOURNMENT**

The next regular meeting of the Board of Trustees will be held on January 14, 2013.

There being no further business, Ms. Barrios declared this meeting adjourned at 7:58 p.m.

Respectfully submitted,

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Raúl Rodríguez, Ph.D.  
Chancellor

Approved: \_\_\_\_\_  
Clerk of the Board

Minutes approved: January 14, 2013

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**HUMAN RESOURCES DOCKET  
MANAGEMENT/ACADEMIC**

**January 14, 2013**

**MANAGEMENT**

Revised Job Descriptions/Attachments #1-2

Manager of Fiscal Services  
Business Operations & Fiscal Services  
District  
Classified Supervisor  
Grade E

Director of Business & Career Technical Education  
Business & Career Technical Education Division  
Santiago Canyon College  
Classified Supervisor  
Grade H

Medical Layoff

Dillon, Patricia  
Director  
Apprenticeship Program  
Business & Career Technical  
Education Division  
Santiago Canyon College

Effective: December 17, 2012

**FACULTY**

Hiring of Long-term Substitute per E.C. 87481 and 87482

Pastrana, Leo  
Long-term Substitute Counselor  
Middle College High School  
Counseling Division  
Santa Ana College

Effective: January 22, 2013  
Amount: II-3 \$47.12/Hour

2012/2013 Additional Changes of Classification

Serrano Jr., Maximiliano  
Assistant Professor, Automotive Technology  
Human Services & Technology Division  
Santa Ana College

Effective: August 20, 2012  
From: II-10 \$73,660.31  
To: III-10 \$76,257.02

FACULTY (CONT'D)

2012/2013 Additional Changes of Classification (cont'd)

Woodhead, Ian  
Assistant Professor, Exercise Science  
Mathematics & Sciences Division  
Santiago Canyon College

Effective: August 20, 2012  
From: V-16 \$96,017.67  
To: VI-16 \$98,617.41

Zarske, John  
Professor, Math  
Science, Mathematics &  
Health Services Division  
Santa Ana College

Effective: August 20, 2012  
From: III-15 \$88,399.24  
To: IV-15 \$90,998.98

2012/2013 Additional Contract Extension Days

Jordan, Ethel  
Professor/Coordinator, ABE/GED/HSS/  
Disabled Adults/Health & Safety/Parenting  
Orange Education Center  
Continuing Education Division  
Santiago Canyon College

Effective: December 15, 2012  
Additional Contract Extension: 4 Days  
Contract Extension Daily Rate: VI-A \$505.222  
Reason: Coordination Duties

Change in Leaves of Absence

Ball, Larry  
Professor, Music  
Arts, Humanities & Social  
Sciences Division/Library  
Santiago Canyon College

Effective: January 22 – May 25, 2013  
From: Partial Banked Leave (6 LHE)  
To: Partial Banked Leave (12 LHE)

Budarz, Timo  
Associate Professor, Physics  
Science, Mathematics &  
Health Sciences Division  
Santa Ana College

Effective: January 22 – May 25, 2013  
From: Banking Leave (2.33 LHE)  
To: Banking Leave (3.0 LHE)  
Concurrent with Sabbatical Leave

Ratification of Resignation/Retirement

Mitchell, Earl  
Professor, Business  
Business Division  
Santa Ana College

Effective: May 27, 2013  
Reason: Retirement

**FACULTY (CONT'D)**

*Ratification of Resignation/Retirement*

Owens, Cheryl  
Master Teacher  
SAC Early Childhood Education Center  
Child Development Services  
District

Effective: January 31, 2013  
Reason: Resignation

*Stipends*

Castillo, Ricardo  
Assistant Professor, Psychology  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 27, 2012  
Amount: \$500.00  
Reason: Presenting Faculty Development Workshop  
(BSI 11-Coord/Research/Staff Dev Project)

Mowrer, Melanie  
Associate Professor, English/ESL  
Humanities & Social Sciences Division  
Santa Ana College

Effective: August 27, 2012 – May 25, 2013  
Amount: \$9,000.00  
Reason: Assistant BSI Coordinator Duties  
(BSI 11-Articulation Project)

*2012/2013 Part-time Hourly Column Change*

Glauber, Kristine M  
Instructor, Biology  
Science, Mathematics & Health  
Sciences Division  
Santa Ana College

Effective: January 22, 2013  
From Lecture/Lab Rates: II-3 \$54.32/\$46.17  
To Lecture/Lab Rates: III-3 \$57.03/\$48.48

*Part-time Hourly Hires/Rehires*

Beau, Leslie  
Instructor, Real Estate  
Business & Career Technical Education Division  
Santiago Canyon College

Effective: January 22, 2013  
Hourly Lecture Rate: II-3 \$55.44

Bright, Thomas A  
Instructor, Manufacturing Technology  
Human Services & Technology Division  
Santa Ana College

Effective: January 22, 2013  
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Broussard, Anne  
Instructor, Human Development  
Business & Career Technical Education Division  
Santiago Canyon College

Effective: January 22, 2013  
Hourly Lecture Rate: II-3 \$55.44

**FACULTY (CONT'D)**

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

Burns, David A  
Instructor, Art  
Fine and Performing Arts Division  
Santa Ana College  
Effective: January 22, 2013  
Hourly Lecture Rate: II-3 \$55.44

Caldani, Patricia  
Instructor, Biology  
Mathematics and Sciences Division  
Santiago Canyon College  
Effective: January 22, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Christensen Jr., Walter J  
Instructor, Physics  
Mathematics and Sciences Division  
Santiago Canyon College  
Effective: January 22, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Cummings, Reyna V  
Instructor, Speech Communications  
Fine and Performing Arts Division  
Santa Ana College  
Effective: January 22, 2013  
Hourly Lecture Rate: II-3 \$55.44

Liebolt, Rachael M  
Instructor, Fashion Design & Merchandising  
Human Services & Technology Division  
Santa Ana College  
Effective: January 22, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Marino, Valerie  
Instructor, Psychology  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: January 22, 2013  
Hourly Lecture Rate: III-3 \$58.21

Moses, Sam A  
Instructor, Fire Technology  
Human Services & Technology Division  
Santa Ana College  
Effective: December 11, 2012  
Hourly Lecture/Lab Rates: I-3 \$51.73/\$43.97

Robinson, Karen  
Instructor, Human Development  
Human Services & Technology Division  
Santa Ana College  
Effective: January 22, 2013  
Hourly Lecture/Lab Rates: III-4 \$61.12/\$51.95

Simpson, Shamika  
Instructor, Library Technology  
Fine & Performing Arts Division  
Santa Ana College  
Effective: January 22, 2013  
Hourly Lecture Rate: II-3 \$55.44

**FACULTY (CONT'D)**

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

Sineri, Loretta  
Instructor, Graphic Arts  
Fine & Performing Arts Division  
Santa Ana College  
Effective: January 22, 2013  
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Smallwood, Graham  
Instructor, Computer Science  
Business & Career Technical Education Division  
Santiago Canyon College  
Effective: January 22, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Trueman, Christopher  
Instructor, Art  
Fine & Performing Arts Division  
Santa Ana College  
Effective: January 28, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Trujillo, Yolanda  
Instructor, Spanish  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: January 22, 2013  
Hourly Lecture Rate: II-3 \$55.44

Ukwu, Dele  
Instructor, Library Technology  
Fine & Performing Arts Division  
Santa Ana College  
Effective: January 22, 2013  
Hourly Lecture Rate: III-3 \$58.21

Willcocks, Angela  
Instructor, Art  
Fine & Performing Arts Division  
Santa Ana College  
Effective: January 22, 2013  
Hourly Lecture Rate: III-3 \$58.21

Yamaguchi, Nathaniel  
Instructor, Chemistry  
Mathematics and Sciences Division  
Santiago Canyon College  
Effective: January 22, 2013  
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Zeeb, John  
Instructor, Psychology  
Arts, Humanities & Social Sciences Division  
Santiago Canyon College  
Effective: January 22, 2013  
Hourly Lecture Rate: II-3 \$55.44

**FACULTY (CONT'D)**

*Non-paid Intern Service*

Ceja, Alyssa  
Student Services/Outreach Intern  
Student Services  
Santa Ana College

Effective: January 15 – June 28, 2013  
College Affiliation: CSU, Fullerton  
Discipline: Human Services-Mental Health

Espinoza, Sandra  
Student Services/Outreach Intern  
Student Services  
Santa Ana College

Effective: January 15 – June 28, 2013  
College Affiliation: CSU, Fullerton  
Discipline: Human Services

Huerta, Alissa  
Athletic Training Student Intern  
Kinesiology, Health & Athletics Division  
Santa Ana College

Effective: January 15 – June 1, 2013  
College Affiliation: CSU, Long Beach  
Discipline: Athletic Training

Sotelo, Maria Adilene  
Student Services/Outreach Intern  
Student Services  
Santa Ana College

Effective: January 15 – June 28, 2013  
College Affiliation: CSU, Fullerton  
Discipline: Human Services

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
SANTA ANA, CALIFORNIA

CLASS SPECIFICATION  
Revised December, 2012

## **MANAGER OF FISCAL SERVICES**

### **CLASS SUMMARY**

Directly responsible to the Assistant Vice Chancellor of Fiscal Services for the leadership and administration of the Accounting Department, Datatel coordination with ITS regarding Fiscal Services matters, and other special projects related to Fiscal Services. Provides coordination, direction, and training in compliance with federal, state, county laws and regulations and district policies. Responsible for providing training in utilization of accounting systems. Assists in the development and control of the district's budget.

### **REPRESENTATIVE DUTIES**

Supervises, assigns, trains and reviews the work of the accounting departments; assists with authorizing budget transfers, requests for reimbursement and coding of purchase and personnel requisitions, assuring compliance with Title 5 regulations, community college accounting manual, and district policy; trains accounting staff, completes performance appraisals, acts as liaison in providing information to administrators, personnel and other consultants in the district on accounting matters; assists to coordinate year-end-financial closing with college budget centers and district personnel; analyzes accruals and carryover budgets; maintains the chart of accounts of the district and foundations to enable and facilitate accurate preparation of financial reports, making changes, additions, deletions and reclassifying existing accounts; maintains and updates desk procedures as necessary; assists to oversees and reviews the district budget, accounting transactions, bank reconciliations, balance sheet reconciliations, accounts payable and accounts receivable, and financial reports for categorical/special programs, assuring accuracy and compliance with Title 5 requirements and the Community College Budget and Accounting Manual; analyzes a variety of financial information, interacts with external auditors on all financial transactions for the district including any financial aspect of audits for special projects; coordinates, maintains and balances the general ledger and the district budget with county officials assuring accuracy and compliance; reconciles faculty load banking records and implements financial transactions; is responsible for the federal student financial assistance program budgets, monitoring cash balances, and requesting funds as needed; coordinates financial aid payments and disbursements to students with the financial aid director; coordinates accounts receivable and collection of district awards and loans; responsible for developing implementing, and maintaining an integrated, automated financial management system; conducts training workshops for district staff in the proper utilization of the financial system for financial transactions related to all funds, including auxiliary operations and foundations; assures compliance with a variety of local, state and federal laws, codes and regulations, including Government Accounting Standards Board (GASB) regulations; in conjunction with ITS, responsible for the finance component of the district information system, liaisons among fiscal services department management and staff, ITS staff, and vendors to identify, define and document operational objectives and requirements; existing operational procedures and transactions, workflows, and issues; data collection and ownership, and information reporting requirements and responsibilities related to the use of the district information system package; performs related duties as required; develops and maintains excellent working relationship with all college and district staff.

**MANAGER OF FISCAL SERVICES cont'd**

**ORGANIZATIONAL RELATIONSHIPS**

This position reports to the Assistant Vice Chancellor of Fiscal Services. Responsible for the direct supervision of the accounting department staff.

**QUALIFICATION GUIDE**

**Training and Experience**

**REQUIRED**

A Bachelors Degree from a recognized four year college or university with a major in accounting, business administration, finance; or a closely related field including or supplemented by at least 24 semester units in accounting. A minimum of five years of progressively responsible accounting experience, including at least two years of recent (within the last five years) financial management at a supervisory level.

**DESIRABLE**

A valid license to practice as a Certified Public Accountant in California and experience in community college accounting is desirable.

**Knowledge and Abilities**

**Thorough Knowledge of:** principles, practices and methods of general and governmental or school district accounting and budgeting; principles of management, supervision and training; legal, procedural and reporting requirements in school district financial work; principles of web related programs on the internet and the logic of basic programming; application of data processing to accounting and other business office transactions.

**Ability to:** communicate effectively both orally and in writing; plan, organize and control the activities in a business office; plan and organize a comprehensive internal auditing program; conduct and supervise investigations into potential cases of fraud or theft; analyze data and draw sound conclusions; prepare clear, complete, and concise reports; analyze situations accurately and adopt an effective course of action; effectively operate a personal computer, computer programs and financially related software; organize and direct work of others; develop, implement, interpret and apply a wide variety of governmental and department policies and regulations; establish and maintain cooperative working relationships with internal college and district personnel, external auditors, vendors, professional colleagues and representatives from various outside agencies.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
JOB DESCRIPTION  
DIRECTOR, BUSINESS and CAREER TECHNICAL EDUCATION**

**CLASS SUMMARY**

Under the direction of the Dean, Business and Career Technical Education, the Director is responsible for assisting with the coordination of the daily operation of division activities including all apprenticeship programs, career education, economic and workforce development, program advisories, Perkins coordination, biennial reviews, program reviews and grant activities; and performs other duties as assigned.

**REPRESENTATIVE DUTIES**

Supports the Dean of Business and Career Technical Education in the daily administration, operation and implementation of the Apprenticeship program and Career Technical Education Programs. Duties will include but are not limited to the following:

- Develop and manage CTE campus grant activities, timelines, periodic reports, and Board reports.
- Assist the division dean and assigned staff in tracking CTE outcomes, completers, leavers, data reporting and tracking. Assist the division dean in managing the Apprenticeship Training Trust Curriculum Coordinators scope of work.
- Serve as a liaison between the administration (including the District), faculty, and staff on campus as well as the training trusts. Supervise off-site activities with the local training trusts and other Career Technical Education functions such as job fairs, community activities, etc.
- Coordinate marketing of programs through preparation of materials for the college catalog, schedule of classes, brochures. Assist in communication, promotion and publicity of the College's career education programs.
- Assists the division and programs in developing business and industry partnerships including recruiting new program advisory members.
- Work in conjunction with the California Corporate College in developing economic development contract agreements with industry.
- Facilitates the two year Biennial Reviews of all vocational programs including Apprenticeship. Submits relevant Labor Market Information (LMI) to faculty in preparing both a comprehensive program and department review including yearly updates that reflect the needs of the department, program and the needs of industry.
- Assist the Division Dean to develop and maintain program budgets.
- Works directly with students, faculty and apprenticeship committees to provide information on apprenticeship programs.

- Maintain current knowledge of Federal, State and regional legislation pertaining to the program and community college functions.
- Serve as an official member to appointed college councils or committees.
- Represent the college on off-campus community groups, business and industry, and apprenticeship functions, meetings and activities when necessary and relevant.
- Oversee the design and content of brochures, catalog information and announcements for all career related programs and services including apprenticeship.
- Performs other duties as assigned.

### **ORGANIZATIONAL RELATIONSHIPS**

This position reports to the Dean Business and Career Technical Education.

### **REQUIRED SKILLS AND QUALIFICATIONS**

#### **Minimum Qualifications:**

1. Bachelors Degree from an accredited four year college or university. A Masters Degree is desirable.
2. At least three years of progressively responsible experience in career education, CTE Transitions, economic and workforce development or with coordinating activities of apprenticeship programs.
3. Or, any combination of education and experience that would provide the required equivalent qualifications.

**Required Skills:** Thorough knowledge of federal and state regulations governing workforce education; statistical and financial procedures; administration, supervision and training principles for staff. Effectively communicate actual and proposed changes in regulations; understand and apply changing policies, procedures, and guidelines; make program and procedural analyses; maintain records and documentation subject to external audit.

**Ability to:** Work effectively as a team member; identify the needs of business and industry for a well-trained work force. Work independently, utilizing critical thinking and problem solving. Organize workloads and meet deadlines; assign, train, and coordinate the work of others. Research, write, and edit materials for work-based learning. Research and deliver information on Comprehensive Career Development. Communicate clearly and effectively both orally and in writing, including speaking before groups. Use word processing, spreadsheet, and database applications including database systems to link students and faculty with business and industry. Maintain program budgets. Establish and maintain effective relationships with those internal and external constituencies. Maintain currency in issues relevant to career/technical education.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET  
CLASSIFIED  
JANUARY 14, 2013**

**CLASSIFIED**

Hourly On Going to Contract

Gerali, Jacqueline  
From: Career Tech/ 19 Hr/12 Mo.  
To: Student Services Coord. (CL12-0381)  
DSPS/ SAC

Effective: January 7, 2013  
Grade 15, Step 1 \$52,419.83

Professional Growth Increment

Rodriguez, Gisela  
Administrative Clerk/ Orange Education  
Center

Effective: February 1, 2013  
Grade 10, Step 4 + 2.5%L + 2.5%Bil +  
6PG (3000) \$57,552.15

Wolf Sandoval, Laurie  
Sr. Accountant/ Fiscal Services

Effective: February 1, 2013  
Grade 15, Step 3 + 1PG (500)  
\$58,296.53

Out of Class Assignment

Fadaiefard, Mohamman  
Tech Specialist III/ ITS

Effective: 12/01/12 – 06/30/13  
Grade 17, Step 3 \$64,961.39

Kelly, Ann  
Executive Secretary/ Admin. Services/  
SCC

Effective: 01/02/13 – 03/30/13  
Grade 14, Step 5 + 2.5%L \$61,890.30

Change in Position

Lopez, Felipe  
From: Custodian  
To: Gardener/Utility Worker (CL12-0376)  
Admin. Services/ SAC

Effective: December 24, 2012  
Grade 8, Step 4 + 5% L \$45,485.22

Leave of Absence

Traslavina, Pilar  
Administrative Secretary/ Admin. Records/  
SAC

Effective: 12/12/12 – 03/06/12  
Reason: FMLA

Leave of Absence

Campos, Griselda  
Administrative Clerk/Child Dev. Services/  
District  
Effective: 01/02/13 – 02/24/13  
Reason: Maternity Leave

Ratification of Resignation/Retirement

Iranpour, Shahryar  
Technology Specialist II/ ITS  
Effective: December 18, 2012  
Reason: Medical Layoff

Lokos, Joseph  
Lead Gardner/ Admin. Services/ SAC  
Effective: December 30, 2012  
Reason: Retirement

Quinn, David  
Network Specialist IV/ ITS  
Effective: April 15, 2013  
Reason: Retirement

Salcido, Irene  
Intermediate Clerk/ School of Continuing  
Education/SAC  
Effective: January 30, 2013  
Reason: Retirement

**CLASSIFIED HOURLY**

New Appointments

Bradford, Monica  
General Office Clerk (CL12-0371)  
Occupational Therapy/ SAC  
Effective: January 28, 2013  
Grade 3, Step A \$14.97/Hour  
19 Hours/Week 12 Months/Year

Mitchell, Laura  
Instructional Assistant (CL12-0374)  
Math & Science/ SCC  
Effective: January 22, 2013  
Grade 5, Step A \$15.96/Hour  
Up to 19 Hours/Week School Session

Change in Position

Gonzales, Jaime  
District Safety Officer/ District  
From: El Sol  
To: SAC  
Effective: 10/28/12  
Grade 9, Step A \$18.65/Hour  
16 Hours/Week 12 Month

Leave of Absence

Holmes, Michelle  
Learning Facilitator/ SCC  
Effective: 11/28/12 – 01/24/13  
Reason: Maternity Leave

**TEMPORARY ASSIGNMENT**

Adkisson, Rebekah Learning Facilitator/ Nursing/ SAC	Effective: 01/15/13 – 06/30/13
Alvarez, Vanessa Learning Facilitator/ Nursing/ SAC	Effective: 01/15/13 – 06/30/13
Centeno Lopez, Karla General Office Clerk/ Child Dev. Services/ SAC	Effective: 01/15/13- 06/30/13
Chang, Pisith Learning Facilitator/ Nursing/ SAC	Effective: 01/15/13 – 06/30/13
Dorado, Raul Cashier/ Bookstore/ SAC	Effective: 01/15/13 – 06/30/13
Ford, Michelle Cashier/ Bookstore/ SCC	Effective: 01/15/13 – 06/30/13
Gould, Sarah Learning Facilitator/ Nursing/ SAC	Effective: 01/15/13 – 06/30/13
Hollister, Deborah Cashier/ Bookstore/ SAC	Effective: 01/15/13 – 06/30/13
Klase, Clarence Cashier/ Bookstore/ SAC	Effective: 01/15/13 – 06/30/13
Lanerd, Alyssa Auxiliary Services Specialist/ SAC	Effective: 01/15/13 – 06/30/13
Plascencia, Monica Cashier/ Bookstore/ SAC	Effective: 01/15/13 – 06/30/13
Quinonez, Fernando Cashier/ Bookstore/ SAC	Effective: 01/15/13 – 06/30/13
Ramirez, Leopoldo Cashier/ Bookstore/ SAC	Effective: 01/15/13 – 06/30/13
Tran, Van Learning Facilitator/ Nursing/ SAC	Effective: 01/28/13 – 06/28/13

**TEMPORARY ASSIGNMENT cont'd**

Villegas, Jose  
Cashier/ Bookstore/ SAC

Effective: 01/15/13 – 06/30/13

Wilksen, Gilbert  
Cashier/ Bookstore/ SCC

Effective: 01/15/13 – 06/30/13

Additional Hours for On Going Assignment

Garcia, Jorge  
Publications Assistant/ School of  
Continuing Education/SAC

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

Hernandez, Mirella  
Instructional Assistant/ Orange Education  
Center

Effective: 11/30/12 – 06/30/13  
Not to exceed 19 consecutive days in any  
given period.

Leysack, Elsa  
Instructional Assistant/ Orange Education  
Center

Effective: 11/30/12 – 06/30/13  
Not to exceed 19 consecutive days in any  
given period.

McMinimy, Zachary  
Bookstore Storekeeper/ SCC

Effective: 01/15/13 – 06/30/13  
Not to exceed 19 consecutive days in any  
given period.

Nguyen, Jimmy  
Administrative Clerk/ Child Dev.  
Services/ District

Effective: 01/07/13 – 06/30/13  
Not to exceed 19 consecutive days in any  
given period.

Nguyen, Trinity  
Instructional Assistant/ Math & Science/  
SCC

Effective: 01/22/13 – 02/28/13  
Not to exceed 19 consecutive days in any  
given period.

Rice, Tera  
Sr. Cashier/ Bookstore/ SCC

Effective: 01/15/13 – 06/30/13  
Not to exceed 19 consecutive days in any  
given period.

Schuster, Bradley  
Research Analyst/ Educ. Services/ District

Effective: 12/03/12 – 06/30/13  
Not to exceed 19 consecutive days in any  
given period.

*Additional Hours for On Going Assignment cont'd*

Vargas, Lucia Instructional Assistant/ Orange Education Center	Effective: 11/30/12 – 06/30/13 Not to exceed 19 consecutive days in any given period.
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**MISCELLANEOUS POSITIONS**

Hilyard, Eugene Model/ Fine & Performing Arts / SAC	Effective: 01/28/13 – 05/19/13
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Cahill, Tricia Sign Language Interpreter IV/ DSPTS/ District	Effective: 01/24/13 -06/30/13
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Lamar, Tony Interim Custodial Supervisor/ SAC	Effective: 01/01/13 – 06/30/13
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Rhoads, Jason Sign Language Interpreter IV/ DSPTS/ District	Effective: 01/24/13 – 06/30/13
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Richards, Carrie Sign Language Interpreter IV/ DSPTS/District	Effective: 01/24/13 – 06/30/13
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*Instructional Associates/Associate Assistants*

**Criminal Justice**

Arellano, Jesus	Effective: 01/15/13
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Broadhead, Bradley	Effective: 01/15/13
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Camody, Conrad	Effective: 01/15/13
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Fontanilla, Ronald	Effective: 01/15/13
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Granados, Elizabeth	Effective: 01/15/13
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Harvey, Ron	Effective: 01/15/13
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Johnson, Jason	Effective: 01/15/13
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*Instructional Associates/Associate Assistants con't*

Lima Roman, David	Effective: 01/15/13
Silva, Alejandra	Effective: 01/15/13
Taylor, Thomas	Effective: 01/15/13
Tutaj, Timothy	Effective: 01/15/13
Welch, Patrick	Effective: 01/15/13
<b>Nursing</b>	
Greear, Kelly	Effective: 01/15/13

**COMMUNITY SERVICE PRESENTERS**

*Stipends Effective November 11 – December 10, 2012*

Bradley, Sabrina	Amount: \$ 639.20
Burns, Brigitte	Amount: \$ 43.62
Clary, Ling Ling	Amount: \$ 720.00
Dumon, Dori	Amount: \$ 292.50
Dutton, Donald	Amount: \$ 260.00
Fallgatter, Tarla	Amount: \$ 63.54
Friebert, Martin	Amount: \$ 825.00
Glicksir, Barbara	Amount: \$ 1,550.00
Gorman, Ron	Amount: \$ 309.72
Hall-Patterson, Kris	Amount: \$ 833.45
Hammonds, Elvin	Amount: \$ 2,000.00
Hogue, Tom	Amount: \$ 1,381.80
Larsen, Jo Ellen	Amount: \$ 155.29

**COMMUNITY SERVICE PRESENTERS cont'd**  
*Stipends Effective November 11 – December 10, 2012*

Mack, Karen	Amount: \$ 225.85
Nolasco, Jeffrey	Amount: \$ 615.00
Potter, John	Amount: \$ 720.00
Rivera, Rodrigo	Amount: \$ 202.66
Schindelbeck, Judy	Amount: \$ 360.00
Vallot, Lothar	Amount: \$ 97.44
Wilkes, Doug	Amount: \$ 2,854.19

**VOLUNTEERS**

Beltran, Micayia Student Driver/ Kinesiology/ SAC	Effective: 01/15/13 – 06/30/13
Main, Genna Student Driver/ Kinesiology/ SAC	Effective: 01/15/13 – 06/30/13
Martinez, Eryn Student Driver/ Kinesiology/ SAC	Effective: 01/15/13 – 06/30/13
Pavao, Jasmina Student Driver/ Kinesiology/ SAC	Effective: 01/15/13 – 06/30/13
Poirer, Becky Student Driver/ Kinesiology/ SAC	Effective: 01/15/13 – 06/30/13
Rodriguez, Devon Student Driver/ Kinesiology/ SAC	Effective: 01/15/13 – 06/30/13
Tenorio, Keila Student Driver/ Kinesiology/ SAC	Effective: 01/15/13 – 06/30/13
Valdez, Natalie Student Driver/ Kinesiology/ SAC	Effective: 01/15/13 – 06/30/13

**Santiago Canyon College  
STUDENT ASSISTANT**

Cortes, Esther	Effective: 01/07/13 – 06/30/13
Clara, Ashley	Effective: 01/07/13 – 06/30/13
Nakamura, Joana	Effective: 01/07/13 – 06/30/13

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Rejection of Claim	File # 13-08826JW
Action:	Request for Authorization	

The district's claims administrator recommends that the Board of Trustees authorize the Chancellor, or designee, to reject claim # 13-08826JW.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Human Resources and Educational Services

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Credit Instructional Calendar for 2013 - 2014	
Action:	Request for Approval	

**BACKGROUND**

The administration and the Faculty Association of Rancho Santiago Community College District (FARSCCD) have developed the attached 2013 – 2014 instructional calendar for the college credit program. The calendar is presented to the Board of Trustees each year for approval.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the 2013 – 2014 Credit Instructional Calendar.

Fiscal Impact: None	Board Date: January 14, 2013
Item Prepared by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Submitted by: John Didion, Exec. Vice Chancellor, Human Res. & Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**RSCCD CREDIT INSTRUCTIONAL CALENDAR 2013 - 2014**

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

Board Approved: January 14, 2013

AUTHORIZATION FOR BOARD TRAVEL/CONFERENCES (with actual and necessary expenses and cash advances as requested)

BOARD MEMBERS (to be approved)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA  
EFFECTIVE TRUSTEESHIP WORKSHOP  
Sacramento, CA – January 25-27, 2013

2 Board Members  
(Claudia Alvarez)  
(Nelida Mendoza Yanez)

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA  
ANNUAL LEGISLATIVE CONFERENCE  
Sacramento, CA – January 26-29, 2013

5 Board Members  
(Ryan Ahari)  
(John Hanna)  
(Jose Solorio)  
(Nelida Mendoza Yanez)  
(Phillip Yarbrough)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES  
COMMUNITY COLLEGE NATIONAL LEGISLATIVE  
SUMMIT  
Washington, D.C. – February 10-15, 2013

(2 Board Members)  
(Nelida Mendoza Yanez)  
(Phillip Yarbrough)

ASSOCIATION OF COMMUNITY COLLEGE TRUSTEES  
NEW TRUSTEE ACADEMY  
Washington, D.C. – February 11, 2013

(1 Board Member)  
(Nelida Mendoza Yanez)

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****Santa Ana College – Student Services**

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Contract with SAUSD to Offer CTE Courses at Century High School	
Action:	Request for Approval	

**BACKGROUND**

Santa Ana College has a long standing collaborative relationship with the Santa Ana Unified School District (SAUSD) as its largest feeder school district. Two such collaborative efforts are the Middle College High School on the SAC campus and the Career Academy Scholars Program (CASP), specially funded to dually enroll high school students in Career Technical Education (CTE) pathways at SAC. Both of these are early college experiences that now Century High School would like to replicate on their campus.

**ANALYSIS**

The Career Academy Scholars Program (CASP) is able to offer dedicated CTE college courses at SAC through a special grant from the California Community Colleges Chancellor's Office. Century High School has committed their own funds to expand CASP to their own high school campus site. They commit to recruiting students, counseling students and monitoring their progress and will compensate Santa Ana College for the instructor, materials and supplies. Any and all classes will be held during the 2012-13 academic year.

**RECOMMENDATION**

It is recommended that the board approve the contract with Santa Ana Unified School District to offer CTE courses at Century High School.

Fiscal Impact:	\$8,000	Board Date: January 14, 2013
Prepared by:	Sara Lundquist, Ph.D., Vice President of Student Services Lilia Tanakeyowma, Ed. D., Dean of Student Affairs	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

# Consultant Agreement

This AGREEMENT is hereby entered into between the Santa Ana Unified School District, hereinafter referred to as “DISTRICT” and **Rancho Santiago Community College District** hereinafter referred to as “CONSULTANT.”

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required;

WHEREAS, CONSULTANT is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. Services to be provided by CONSULTANT: **Rancho Santiago Community College District / Santa Ana College will provide one college instructor per semester to present course instruction after the school day at Century High School. Students enrolled in this course will begin the pathway to international global business certification.**
2. Term. CONSULTANT shall commence providing services under this AGREEMENT on **8/21/2012** and will diligently perform as required and complete performance by **6/28/2013**.
3. Compensation. DISTRICT agrees to pay the CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at total fee not to exceed **\$8,000**  
DISTRICT shall pay CONSULTANT 30 days after receipts of consultant invoice and with approval of a District representative.
4. Expenses. DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT except as follows: **N/A**
5. Independent Contractor. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the

DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all Federal, State and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONSULTANT's employees.

6. Materials. CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT except as follows: N/A  
CONSULTANT's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

7. Originality of Services. CONSULTANT agrees that all technologies, formulae, procedures, processes, methods, writings, and ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, submitted to the DISTRICT and/or used in connection with this AGREEMENT, shall be wholly original to CONSULTANT and shall not be copied in whole or in part from any other source, except that submitted to CONSULTANT by DISTRICT as basis for such services.

8. Copyright/Trademark/Patent. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

9. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services by CONSULTANT. Notice shall be deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner. DISTRICT may terminate this AGREEMENT upon written notice of intention to terminate for cause. Cause shall include: (a) material violation of the AGREEMENT by the CONSULTANT;

or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed due to CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall, upon the expiration of ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. If the cost to the DISTRICT exceeds the cost of providing the service pursuant to this AGREEMENT, the excess cost shall be charged to and collected from the CONSULTANT. The foregoing provisions are in addition to, and not a limitation of, any other rights or remedies available to the DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party, or no later than three days after the day of mailing, whichever is sooner.

10. Hold Harmless: CONSULTANT agrees to and does hereby indemnify, hold harmless and defend the DISTRICT and its governing board, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for damages for (1) death or bodily injury to person. (2) Injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the CONSULTANT or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, upon or in connection with the services called for in this AGREEMENT, however caused, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.
- (b) Any injury to or death of any persons, including the DISTRICT or its officers, employees and agents, or damage to or loss of any property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm or corporation employed by the CONSULTANT, either directly or by independent contract, arising out of, or in any way connected with, the services covered by this AGREEMENT, whether said injury or damage occurs either on or off DISTRICT's property, except for liability for damages

which result from the sole negligence or willful misconduct of the DISTRICT or its officers, employees or agents.

- (c) Any liability for damages which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this AGREEMENT.

11. Insurance. Pursuant to Section 10, CONSULTANT agrees to carry a comprehensive general and automobile liability insurance with limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage in a form mutually acceptable to both parties to protect CONSULTANT and DISTRICT against liability or claims of liability, which may arise out of the AGREEMENT. In addition, CONSULTANT agrees to provide an endorsement to this policy stating, "Such insurance as is afforded by this policy shall be primary, and any insurance carried by DISTRICT shall be excess and noncontributory." No later than the actual start date, CONSULTANT shall provide DISTRICT with certificates of insurance evidencing all coverages and endorsements required hereunder including a thirty (30) day written notice of cancellation or reduction in coverage. CONSULTANT agrees to name DISTRICT and its officers, agents and employees as additional insureds under said policy.

**(Please check with DISTRICT's Risk Manager regarding any and all insurance provisions.)**

12. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT.

13. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.

14. Permits/Licenses. CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

15. Employment with Public Agency. CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

16. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

17. Affirmative Action Employment/Nondiscrimination. CONSULTANT agrees that it will not engage in unlawful discrimination in employment of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons.

18. Non-waiver. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

19. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served or if mailed, on the third day after deposit in any U.S. Post Office. 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 date of this AGREEMENT, the Addresses of the parties are as follows:

DISTRICT:

**Santa Ana Unified School District  
1601 E. Chestnut Ave  
Santa Ana, CA 92701**

CONSULTANT:

**Rancho Santiago CCD / Santa Ana College  
1530 W. 17<sup>th</sup> Street  
Santa Ana, CA 92706**

20. Severability. If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

21. Governing Law. The laws of the State of California shall govern the terms and conditions of this AGREEMENT with venue in Orange County, California.

This AGREEMENT is entered into this **25th Day of July 2012**.

DISTRICT:

CONSULTANT:

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Michael P. Bishop, Sr., CBO

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Deputy Superintendent, Operations

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

7/24/12

\_\_\_\_\_  
Board Approval Date

\_\_\_\_\_  
Social Security or Taxpayer Identification

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of New OTA Agreement – Desert/Mountain Children’s Center	
Action:	Request for Approval	

**BACKGROUND**

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students Fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes. This is a new agreement for the Occupational Therapy Assistant program. The OTA Program will place no students at the site 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 Desert/Mountain Children’s Center in Apple Valley, California.

Fiscal Impact:	None	Board Date: January 14, 2013
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 20<sup>th</sup> of November, 2012 by and between **Desert/Mountain Children's Center**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

#### A. For the Program in General

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

4. For Student Workmen's Compensation:  
The District shall carry Workmen's Compensation Insurance on students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workmen's Compensation Insurance Fund.
- B. For Program Planning
1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
  2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.
- C. For Occupational Therapy Assistant Program Students
1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

**PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

PART IV.

**JOINT RESPONSIBILITIES AND PRIVILEGES**

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V.

**STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

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

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

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

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

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

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

**Agency: Desert/Mountain Children's Center**  
\_\_\_\_\_  
**Desert/Mountain Children's Center**  
17800 Highway 18  
Apple Valley, CA 92307

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

\_\_\_\_\_  
Jenae Holtz  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: January 14, 2013
Re: Approval of New OTA Agreement – Bishop Care Center	
Action: Request for Approval	

**BACKGROUND**

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

Fiscal Impact: None	Board Date: January 14, 2013
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 13<sup>th</sup> December 2012, by and between **Bishop Care Center**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

#### A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

**PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV.**

**JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

**B. Insurance:**

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

**C. Indemnification**

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

**PART V.**

**STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

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

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

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

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

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

*JSA*  
**District: Rancho Santiago Community  
College District**

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

**Agency: Bishop Care Center**

**Bishop Care Center**  
151 Pioneer Lane  
Bishop, CA 93514

\_\_\_\_\_  
**Peter J. Hardash**  
**Vice Chancellor**  
**Business Operations & Fiscal Services**

\_\_\_\_\_  
**Craig Clayton**  
**Administrator**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: January 14, 2013
Re: Approval of New OTA Agreement – Alamitos Belmont Rehabilitation Hospital	
Action: Request for Approval	

**BACKGROUND**

The Occupational Therapy Assistant Program of Santa Ana College is required to offer all program students Fieldwork opportunities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills they have learned in their college classes. This is 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 Alamitos Belmont Rehabilitation Hospital in Long Beach, California.

Fiscal Impact: None	Board Date: January 14, 2013
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 15<sup>th</sup> of January, 2013 by and between **Alamitos Belmont Rehabilitation Hospital**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

#### A. For the Program in General

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

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.
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  - 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:

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

**Agency: Alamitos Belmont Rehabilitation  
Hospital**  
**Name of Agency: A.B.R.H.**  
**Address:**  
3901 East 4th Street  
Long Beach, CA 90814

\_\_\_\_\_  
**Peter J. Hardash**  
**Vice Chancellor**  
**Business Operations & Fiscal Services**

*JSE*  
\_\_\_\_\_  
**Person Responsible: Jonathan Sloey**  
**Title: Administrator**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Amendment #1 to OTA Agreement – Downey Regional Medical Center	
Action:	Request for Approval	

**BACKGROUND**

This is an amendment to an existing agreement that was approved by the RSCCD Board of Trustees in January, 2010 to extend the agreement for three (3) years.

**ANALYSIS**

This amendment shall remain in effect for three (3) years or until terminated by either party. The amendment has been reviewed by Dean Simon B. Hoffman and college staff. The amendment carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement amendment with the Downey Regional Medical Center in Downey, California.

Fiscal Impact:	None	Board Date: January 14, 2013
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	



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## Health Science Education Agreement Amendment

The original Agreement dated January 11, 2010, between **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called "Education Institution" and Downey Regional Medical Center, hereinafter called "Hospital" for field placement of Education Institution students at the Hospital is hereby amended as follows:

**TERM AND TERMINATION – the term of this agreement is hereby extended through January 10, 2016**

All other terms and conditions remain the same.

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

Downey Regional Medical Center  
P.O. Box 7010  
Downey, CA 90241-7010

\_\_\_\_\_  
Authorized Signature  
Peter J. Hardash, Vice Chancellor  
Business Operations & Fiscal Services  
Print Name and Title

(714) 480-7340  
\_\_\_\_\_  
Phone

\_\_\_\_\_  
Date

A handwritten signature in black ink, appearing to read "Rob E. Fuller".

\_\_\_\_\_  
Authorized Signature  
Rob E. Fuller, Executive VP and COO  
Print Name and Title

(562) 904-5000  
\_\_\_\_\_  
Phone

11/12/12  
\_\_\_\_\_  
Date

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

To: Board of Trustees	Date: January 14, 2013
Re: Approval of Amendment #1 to OTA Agreement – Eisenhower Medical Center	
Action: Request for Approval	

**BACKGROUND**

This is an amendment to an existing agreement that was approved by the RSCCD Board of Trustees in April, 2010 to extend the agreement for three (3) years.

**ANALYSIS**

This amendment shall remain in effect for three (3) years or until terminated by either party. The amendment has been reviewed by Dean Simon B. Hoffman and college staff. The amendment carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement amendment with the Eisenhower Medical Center in Rancho Mirage, California.

Fiscal Impact:	None	Board Date: January 14, 2013
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	

**AMENDMENT TO  
AFFILIATION AGREEMENT**

**THIS AMENDMENT TO THE AFFILIATION AGREEMENT ("Agreement") is made and entered into by and between, EISENHOWER MEDICAL CENTER, a California non-profit corporation ("Hospital") and RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ON BEHALF OF SANTA ANA COLLEGE (hereinafter "School").**

**RECITALS**

A. Hospital and School are parties to that certain Agreement that was effective April 26, 2010 and expires on April 25, 2013, and;

B. Hospital and School desire to amend Agreement as set forth herein below.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration the receipt of which is acknowledged by the parties, Hospital and School agree as follows:

1. **TERM OF AFFILITATION.** The term of the Agreement is hereby extended three (3) years, expiring on April 25, 2016.
2. **GENERAL.** If provisions of this Amendment and Agreement conflict, the provisions of this Amendment shall prevail. Except as specifically amended herein, all terms and conditions of Agreement shall remain in full force and effect.

**THE PARTIES HERETO** have executed this Amendment on January 15, 2013.

**EISENHOWER MEDICAL CENTER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, ON BEHALF OF SANTA ANA COLLEGE**

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

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Amendment #5 to OTA Agreement – Cedars Sinai Medical Center	
Action:	Request for Approval	

**BACKGROUND**

This is an amendment to an existing agreement that was approved by the RSCCD Board of Trustees in January, 2008 to extend the agreement for one (1) year.

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement amendment with the Cedars Sinai Medical Center in Los Angeles, California.

Fiscal Impact:	None	Board Date: January 14, 2013
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	



# CEDARS-SINAI MEDICAL CENTER.

October 8, 2012

Debbie Hyman, Academic Fieldwork Coordinator  
Santa Ana College/Rancho Santiago Community College District  
Occupational Therapy Assistant Program  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706-3398

Re: Contract – Affiliation – Fifth Amendment to Student Affiliation Agreement  
Rancho Santiago Community College District – Occupational Therapy Assistant  
Program

Dear Ms. Hyman:

Upon execution by your University, this letter will serve as the Fifth Amendment to the Student Affiliation Agreement entered the 1st day of March, 2008 ("Agreement"), by and between Cedars-Sinai Medical Center, a California nonprofit public benefit corporation, and Rancho Santiago Community College District on behalf of Santa Ana College ("District"), with respect to the following:

1. The first sentence of Article 2 of the Agreement is modified to read as follows:

"The term of this Agreement shall commence on the date first referenced above ("Commencement Date") and shall continue to remain in full force and effect until midnight of February 28, 2014, subject to renewal for additional one (1) year term based on the written agreement of the parties, unless sooner terminated in the manner set forth below."

2. Article 3(m)(viii)(a)(3)(iv) of the Agreement is modified to read as follows:

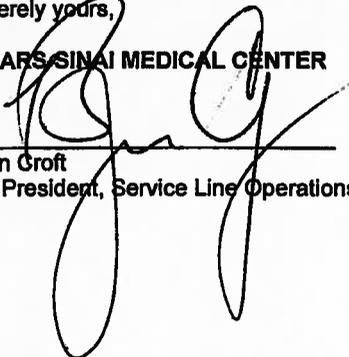
"Health Insurance Portability and Accountability Act of 1996, as amended from time to time, including the amendments and related laws of the Health Information Technology for Economic and Clinical Health Act, and regulations promulgated thereunder, California laws relating to the privacy of patient and individual information and other applicable laws."

3. All other terms and provisions of the Agreement shall remain in full force and effect.

If this Amendment to the Agreement is acceptable to you, please return one signed executed agreement to Cedars-Sinai Medical Center, Department of Rehabilitation, 147 S. Robertson Blvd., Suite #122, Los Angeles, CA 90048, Attn: Maria Cecilia Alpasan, Education and Quality Coordinator.

Sincerely yours,

CEDARS SINAI MEDICAL CENTER

  
Bryan Groft  
Vice President, Service Line Operations

ACKNOWLEDGED AND AGREED TO  
this 15<sup>th</sup> day of January, 2013

**Rancho Santiago Community College District**

By: \_\_\_\_\_  
Name: Peter J. Hardash  
Title: Vice Chancellor

Business Operations & Fiscal Services  
8700 Beverly Blvd. ■ Los Angeles, CA 90048  
Office (310) 423-3277 ■ www.cedars-sinai.edu

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of OTA Agreement Renewal – Mt. San Antonio Gardens Wellness Center	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

This clinical affiliation agreement covers the scope of program operations at the facility, as well as insurance and other issues relating to the liability of both parties. This agreement shall be effective for 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 Mt. San Antonio Gardens Wellness Center in Pomona, California.

Fiscal Impact:	None	Board Date: January 14, 2013
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 28<sup>th</sup> of November, 2012 by and between **Mt. San Antonio Gardens Wellness Center**, hereinafter called the Agency, and **Rancho Santiago Community College District** on behalf of Santa Ana College, hereinafter called the District.

### **PART I. BASIS AND PURPOSE OF AGREEMENT**

WITNESSETH:

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

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

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

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

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

### **PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE**

#### **A. For the Program in General**

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

4. For Student Workmen's Compensation:  
The District shall carry Workmen's Compensation Insurance on students of the District during clinical assignment, and keep records of clinical attendance for audit by the State Workmen's Compensation Insurance Fund.
- B. For Program Planning
1. The District will initiate the development of mutually acceptable clinical instruction plans for using the Agency's clinical areas to meet the educational goals of Occupational Therapy Assistant Program curricula. These plans will be made available to the Agency at a mutually agreed upon time prior to the beginning of the school term and subject to revision in instances of conflicts with agency patient care responsibilities and/or District interests.
  2. The District has the privilege of regularly scheduled meetings with Agency staff, including both selected Agency personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating the educational program in occupational therapy.
- C. For Occupational Therapy Assistant Program Students
1. The District will be responsible for assuring that Occupational Therapy Assistant Program students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness, and shall provide certification that the Occupational Therapy Assistant Program students have been immunized against the common communicable diseases.

**PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV.**

**JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

**B. Insurance:**

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

**C. Indemnification**

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

**PART V.**

**STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

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

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

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

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

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

*SBA*  
**District: Rancho Santiago Community  
College District**

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**Agency: Mt. San Antonio Gardens Wellness  
Center**

---

**Rancho Santiago Community College  
District**

**Mt. San Antonio Gardens Wellness Center**

2323 N. Broadway  
Santa Ana, CA 92706

900 East Harrison Avenue  
Pomona, CA 91767

---

Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

---

Elizabeth Durow Czapla OTR/L  
Wellness Program Coordinator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of OTA Agreement Renewal – Rehabilitation Institute of Southern California	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

Fiscal Impact:	None	Board Date: January 14, 2013
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 **20th November, 2012** by and between **the Rehabilitation Institute of Southern California**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

### PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

### PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

#### A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

A. For the Program in General

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

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

**B. For Services and Facilities**

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

**C. For the Control of District Personnel**

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

**PART IV.**

**JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

**B. Insurance:**

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

**C. Indemnification**

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

**PART V.**

**STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS**

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

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

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

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

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

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

**Agency: Rehabilitation Institute of  
Southern California**  
\_\_\_\_\_  
**Rehabilitation Institute of Southern California**  
1800 East La Veta Avenue  
Orange, CA 92866

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

\_\_\_\_\_  
Grace Lee  
Volunteer Coordinator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of OTA Agreement Renewal – Huntington Hospital	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

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

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement with Huntington Hospital in Pasadena, California.

Fiscal Impact:	None	Board Date: January 14, 2013
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	

# **CLINICAL EDUCATION AFFILIATION AGREEMENT**

## **BETWEEN HUNTINGTON HOSPITAL AND Santa Ana College**

This Agreement is made between **Huntington Hospital**, a California non-profit corporation with its principal place of business at 100 West California Blvd, Pasadena, CA 91105 (hereinafter referred to as "**Hospital**"), and **Rancho Santiago Community College District** on behalf of Santa Ana College, (hereinafter referred to as "**District**"). Hospital and District are sometimes collectively referred to as "the Parties" in this Agreement.

This Agreement shall remain in full force and effect for a term of two (2) academic years beginning on January 1, 2013 and is subject to further renewals, but only upon the written mutual consent of both parties.

### **RECITALS**

WHEREAS, District has an accredited program of educational instruction in Occupational Therapy Assistant Program;

WHEREAS, District and Hospital recognize that clinical experience plays a critical role in the Occupational Therapy Assistant curriculum;

WHEREAS, District recognizes Hospital to be an appropriate setting for the implementation of District's clinical Occupational Therapy Assistant clinical Experience ("Program") for its students ("students");

WHEREAS, Hospital wishes to cooperate with District in the provision of supervised clinical education experiences for District's students participating in the Program;

THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter contained, Hospital and District do hereby covenant and agree as follows:

### **TERMS OF AGREEMENT**

#### **1.01 Accreditation**

District falls within the jurisdiction of various accrediting agencies with whose standards it must comply if District is to maintain accreditation for its Program of educational instruction in Occupational therapy. It is therefore agreed that District will be solely responsible for administering the Program and prescribing the curriculum, courses of

study, and conditions leading to completion of the Program and achievement of an occupational therapy assistant certificate.

Hospital must maintain standards of care and other requirements necessary to insure continued Medicare certification and appropriate state licensure, including accreditation by the Joint Commission on the Accreditation of Healthcare Organizations (JCAHO).

Upon failure of either Party to this Agreement to obtain or maintain its certification or accreditation, the Party hereto which has certification or accreditation, at its election, may terminate this Agreement at the end of District's academic year by giving at least 30 days written notice thereof to the Party that it no longer has its certification or accreditation and thereupon, this Agreement shall terminate without further liability hereunder by either Party to the other.

**1.02 Transportation of Students between District and Hospital**

Neither District nor Hospital will provide transportation for students between the campus of District and Hospital. Each student shall be responsible for his or her own transportation between the District campus and Hospital.

**RIGHTS AND OBLIGATION OF DISTRICT**

**2.01 Program Development and Implementation of Curriculum**

District assumes responsibility for development, organization, and implementation of curriculum under the direction of its Program Director. This includes the responsibility for assignment of qualified District faculty and for designation of appropriate students in good standing to participate in the Program. The Program Director shall meet the criteria established by that state's legislative and regulatory agency and the OCCUPATIONAL THERAPY ASSOCIATION for the supervision of students in the clinical education setting.

District will provide to Hospital a copy of its occupational therapy assistant field manual and other relevant instructional materials, including academic calendar, course outlines and objectives, field bulletins, evaluation guidelines, and periodic updates. Adjustments in specific clinical education activities at the Hospital may be made only with the consent of District faculty and the Hospital's Director of Rehab Services, as documented by a signed writing.

**2.02 Student Information, Assignments and Schedules, Supervision and Instruction**

At least sixty (60) days prior to commencement of any session of semester, District shall provide to Hospital the Program schedule and the name(s) and level(s) of students (all in good standing) to be assigned to Hospital for the Program, all of which shall be subject to written approval by Hospital prior to the commencement of the relevant Program period.

Prior to the commencement of the Program period at Hospital, District shall require each of its participating students to submit information relating to his/her clinical experience to Hospital – including job/level descriptions or specific information regarding his/her

competency – prior to the student's commencement of clinical activity at Hospital. Such information is mandatory so that Hospital can effectively supervise the students(s).

District recognizes and agrees that the ultimate responsibility for clinical supervision of students participating in the Program lies with Hospital. Therefore, Hospital has the right and responsibility to articulate the supervision requirements for any affiliating student. All students who affiliate at Hospital shall be supervised in accordance with applicable Hospital policies and procedures and Medical Staff Bylaws and Rules and Regulations. Students are expected to demonstrate competency consistent with Program requirements.

### **2.03 Student Health Status**

District shall recommend, under this Agreement, only students who are in good health and who are physically and mentally able to participate in the Program at Hospital.

District shall advise its students and faculty that Hospital requires documented evidence of health status before the student (or District faculty as applicable) may begin a clinical rotation at Hospital. Such evidence shall include, without limitation, the results of: (a) an annual physical exam; (b) current measles, rubella, varicella and tetanus/diphtheria immunizations or positive titres; (c) annual tuberculin tests in cases of prior negative PPD readings; (d) in cases of prior positive PPD readings, annual review of TB symptoms and a chest x-ray within normal limits (at a minimum of every four years); and (e) a Hepatitis B series or a signed waiver declining immunization. Hospital may refuse participation in the Program to any student or on-site District faculty if Hospital concludes that such student or faculty is not fit to participate in the Program or may pose a health risk to others.

District shall also advise students (and District faculty, as applicable) of their obligation to provide Hospital with evidence of healthcare insurance coverage satisfactory to Hospital prior to the commencement of the faculty's and student's participation in clinical activity at the Hospital. District shall also communicate to the student and participating District faculty his/her obligation to notify Hospital as soon as reasonably practicable of any cancellation, reduction or other material change in the required coverage, which occurs at any time after such evidence is initially provided and throughout the duration of the faculty's/student's participation in the Program at Hospital.

District and/or its student shall be responsible for arranging the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no circumstances shall Hospital be financially or otherwise responsible for said medical care and treatment.

### **2.04 Absence of Student due to Injury or Illness; Resumption of Program Participation**

District shall ensure that any student returning to Hospital after an absence caused by injury or significant illness greater than three (3) days off-duty shall present written clearance from a physician before resuming participation in the Program.

**2.05 Compliance with OSHA and Other Requirements**

District shall ensure to the best of its ability compliance by students (and District faculty, as applicable) with Occupational Safety and Health Administration (OSHA) regulations governing employee exposure to bloodborne pathogens in the workplace under Section VI (b) of the Occupational Safety and Health Act of 1970, effective March 6, 1992, and as may be amended or superseded. District's students (and faculty, if applicable) participating in the Program are required to complete Hospital's on-site safety orientation program which will include awareness training regarding hazardous materials and bloodborne pathogens, per Federal Regulations CFT1910.1120 and CFR 1910.1030.

**2.06 Program Record-Keeping**

District will be responsible for the initiation and maintenance of records on the Program including those relating to student progress in the Program.

**2.07 Compliance with Hospital Policies**

District students (and District faculty if present at Hospital) shall comply with Hospital and Medical Staff bylaws, rules and regulations, and policies and procedures, as they may be developed or modified from time to time, and with all directions given by Hospital personnel and Medical Staff members.

**2.08 Confidentiality of Hospital and Patient Information**

District shall assure to the best of its ability that its students (and its faculty as applicable) maintain strict confidentiality of all Hospital records and information, including patient medical records, Medical Staff records and information, and other confidential Hospital information, in accordance with Hospital policies and all legal requirements, including without limitation, the Health Insurance Portability and Accountability Act ("HIPPA").

At the conclusion of each District student's or faculty's participation in the Program, each student and faculty member shall return to Hospital any and all Hospital materials, property and information.

**2.09 Publicity**

District shall not, without Hospital's prior written consent, publish or otherwise disseminate any advertising, promotion, report, article, research, piece or publicity wherein Hospital's name is mentioned or otherwise reasonably identified, or use language for which a relationship between Hospital and District may, in the reasonable judgement of Hospital, be inferred.

## **RIGHTS AND OBLIGATIONS OF HOSPITAL**

### **3.01 Patient Care**

Hospital shall maintain ultimate control and authority over patient care.

### **3.02 Orientation**

Hospital will provide for District students (and faculty if applicable) appropriate orientation prior to and, if required during, each academic semester. Orientation shall include familiarization with relevant Hospital policies, procedures and facilities.

### **3.03 Use of Hospital Facilities**

Hospital shall provide the use of its physical facilities including the library and cafeteria, equipment and supplies, as needed for clinical instruction, provided that such use does not conflict with Hospital or Medical Staff activities.

### **3.04 Determination of Student (and Faculty) Participation**

Hospital shall have the right to refuse to permit any District student (and faculty if applicable) to participate in the Program. Hospital shall notify District and District shall immediately remove from Hospital any student/faculty who, in the judgment of Hospital, in not satisfactory meeting the requirements of the Program, including, but not limited to, compliance with relevant Hospital policies and procedures, is disruptive of Hospital operations or poses a danger or potential danger to the health, safety, or well-being of Hospital patients, prospective patients, employees or other individuals. Students are not Hospital employees, and therefore, none of the grievance procedures applicable to employees of the Hospital shall be applicable to students whose participation in the Program has been discontinued.

### **3.05 Research**

Hospital may allow District students to conduct research, consistent with Hospital procedures regarding research activities and subject to the written approval of the Executive Vice President of Medical and Scientific Affairs (EVPMSA) or Chief Executive Officer (CEO) of the Hospital.

## **MISCELLANEOUS**

### **4.01 Non-Discrimination**

Pursuant to federal and state laws, the Parties agree not to discriminate against any student desiring to participate in this program on the basis of the student's race, ethnicity, religion, national origin, citizenship, age, sex, physical handicap or economic status.

#### 4.02 Status of Students

- (a) Hospital shall not be deemed the employer of District's personnel, including faculty or students. District shall be solely responsible for all employee obligations, if any, with respect to such personnel and students, including, but not limited to, federal and states withholdings tax applicable to employees, compliance with federal and state wage-hour obligations, unemployment obligations and other applicable taxes and contributions to government mandated employment related insurance and similar programs, except that Hospital shall be responsible for all such obligations in the event that Hospital employs students of District to provide any professional or Para-professional services for Hospital. Hospital remains the sole employer of any of its staff that become affiliated District staff.
- (b) The Program is solely a clinical training program. Students carry the status of "learners" and are not to be considered employees of the Hospital or of District. Therefore, Hospital is not obligated to and will not provide compensation to District or to any student for services provided under this Agreement.
- (c) Each student participating in the Program must at all times remain a student in good standing of District.

#### 4.03 Annual Evaluation

Authorized representatives of District and Hospital will meet at least annually, to evaluate opportunities to improve relationships and patient care related to the student's learning experience.

#### 4.04 Indemnification

District agrees to the fullest extent permitted by law, to defend, to indemnify and hold Hospital, and its directors, officers, employees, agents and Medical Staff, harmless from and against any and all liability for loss, expense, fines, judgments and claims (including reasonable attorney's fees) for personal or bodily injury to persons, including death, and damage to property in proportion to and to the extent such arises from an act or omission of District, its instructors, officers, agents, or students in connection with performance of this Agreement.

Hospital agrees to the fullest extent permitted by law, to defend, to indemnify and hold District, its officers, employees, agents and students, harmless from and against any and all liability for loss, expense, fines, judgments and claims (including reasonable attorney's fees) for personal or bodily injury to persons, including death, and damage to property in proportion to and to the extent such arise from an act or omission of Hospital, its Medical Staff, directors, offices, agents, contractors or employees in connection with performance of this Agreement.

#### 4.05 Insurance

- (a) District and Hospital shall procure and maintain insurance coverage or comparable programs of self-insurance appropriate for their business activities, including liability coverage.
- (b) The general liability insurance shall have a minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- (c) Students (and District faculty) participating in the Program at Hospital shall provide proof of professional liability insurance of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Students shall be covered by District's Professional Liability insurance for errors or omissions committed within the course and scope of the student's unpaid training program. Proof of insurance shall be required by the Hospital before initiation of clinical activity.
- (d) District shall provide workers compensation insurance coverage for its students, faculty and other employees in an amount and form compliant with all applicable requirements of the Labor Codes of the State of California. Subject to the laws of the State of California, Hospital will not be responsible for any workers compensation payments.

#### 4.06 Entire Agreement

This document contains the entire Agreement between the Parties and supersedes any and all prior negotiations, commitments, agreement and understandings between the Parties regarding the Program. No addition to, or alteration of, the terms of this Agreement is effective unless memorialized in writing and signed by authorized representatives of both parties.

#### 4.07 Amendments

No addition to, or alterations of the terms of this Agreement whether by written or verbal understanding of the Parties or their designees shall be valid unless made in the form of a written amendment to this Agreement and formally approved and signed by authorized representatives of each Party.

#### 4.08 Assignments and Delegations

Neither this Agreement nor any of the rights or duties under this Agreement may be assigned or delegated by District or Hospital without the prior written approval of authorized representatives of both Parties.

**4.09 Third Parties**

This Agreement does not create any right or remedies in any third party, including any student participating in the Program, and no third party shall have the right to enforce the terms in this Agreement.

**4.10 Termination of Agreement**

Should this Agreement be terminated, the Parties will use reasonable efforts to allow for the completion of the student training for the current academic year.

- (a) Notwithstanding any other provision in this Agreement, either Party, at anytime during the term of this Agreement, may cancel this Agreement with or without cause, upon giving the other Party thirty (30) days' written notice. At the termination of said thirty (30) days, this Agreement shall be of no further force or effect and each of the Parties shall be relieved and discharged therefrom except as otherwise provided herein.
- (b) In the event of termination, all District students (and faculty as applicable) shall immediately vacate the premises of the Hospital on the effective date thereof, removing at such time any and all of their personal property.

**4.11 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any controversy or claim arising out of or relating to this Agreement shall be initiated in Los Angeles County, California.

**4.12 Notice**

Any notice to be given in connection with this Agreement shall be in writing and directed to the addresses referenced below or such other address as either party may later specify in writing. Notice is deemed effective on the date it is given if hand-delivered or received by facsimile that same day. Notice forwarded by mail shall be deemed to have been fully given three (3) days after it is deposited in the United States mail, postage prepaid and addressed as follows:

**To Hospital:**  
Huntington Hospital

Bernadette Merlino, VP  
100 West California Blvd.  
Pasadena, CA 91105

**To District:**  
Rancho Santiago Community  
College District  
2323 N. Broadway  
Santa Ana, CA 92706  
Attn: Peter Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

This Agreement is signed by authorized representatives of each of the Parties on the dates shown:

Rancho Santiago Community College District- Santa Ana College Occupational Therapy Assistant Program

By: \_\_\_\_\_ Date: \_\_\_\_\_

Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

**Huntington Hospital ("Hospital")**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Bernadette Merlino, Vice President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Janet Mayeda PT, Director of Rehab Services

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of New Pharmacy Technology Agreement – Rite Aid Corporation (Pharmacies)	
Action:	Request for Approval	

**BACKGROUND**

Students in the Pharmacy Technology program are required to participate in externship activities at sites throughout the community in order to gain practical field experience. This is necessary to apply the knowledge and skills learned in their college classes. This is a new agreement.

**ANALYSIS**

This new 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 remain in effect for five (5) years or until terminated by either party. The agreement has been reviewed by Dean Simon Hoffman and college staff. The agreement carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this contract with Rite Aid Corporation (Pharmacies) in Camp Hill, Pennsylvania.

Fiscal Impact:	None	Board Date: January 14, 2013
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

**STANDARD CLINICAL AFFILIATION AGREEMENT  
PHARMACY TECHNICIAN**

This standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this 15th day of January, 2013 by and between the Rancho Santiago Community College District, a public educational agency ("District") located at 2323 N. Broadway, Santa Ana, CA 92706-1640 and Rite Aid Corporation (Pharmacies) ("Clinical Facility"), located at 30 Hunter Lane, Camp Hill, PA 17011.

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

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

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

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

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

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

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

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

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

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

"Clinical Facility" shall refer to Rite Aid Corporation Pharmacies, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents representatives, successors, and assigns;

The "Program" shall refer to the Clinical training in health science programs as identified and described in this Agreement; and

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

### **TERMS**

1. **Clinical Experience Rotation.** Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. **Development of Curriculum.** College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program’s written objectives.
3. **Exposure to Bloodborne Pathogens.** Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the “Regulations”), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. **Applicable Procedure; Acceptance.** College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. **Nondiscrimination.** The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition.
6. **Academic Year.** The academic year consists of Fall and Spring semesters, Summer session and Winter break intersession.
7. **Rotation Schedule.** The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

8. **Orientation.** Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
9. **Compliance With Clinical Facility Rules.** Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

10. **Confidentiality of Patient Records.** Students and faculty understand and agree that Clinical Facility's patient files are confidential.
11. **Clinical Instructor (College).** College agrees to designate a coordinator for each program. The coordinator, who is an academic instructor, shall be responsible for all teaching activities.
12. **Clinical Advisor (Clinical Facility).** Although the Instructor of record assigns the grade for the student, Clinical Facility via a Clinical Advisor may provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the clinical rotation and shall arrange formal orientation to the facility for the faculty and students.
13. **Supervision of Students.** The supervision, evaluation and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Advisor (Clinical Facility) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility rules, regulation, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.
14. **Removal of Students.** Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any approachable policies, procedures, rules regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

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

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

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

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

23. **Insurance Carried By Clinical Facility.** Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

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

24. **Student Health Records.** Any student participating in a rotation shall provide verification of annual T.B. screening. This record shall be maintained in the Department of Pharmacy Technology at the College.

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

26. **Confidentiality of Student Records.** Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction. Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. **Verification.** College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. **Indemnification.** All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities or the performance or nonperformance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees or volunteers. The provision of the Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the no-indemnifying party or any of its agents or employees.
29. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. **Assignment.** Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. **Effective Date Termination.** This Agreement shall become effective on **January 15, 2013**, and shall remain in effect until **January 14, 2018**, unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. **Notices.** Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

**To Clinical Facility:**  
Rite Aid Corporation (Pharmacies)  
30 Hunter Lane  
Camp Hill, PA 17011

**To College:**  
Santa Ana College  
1530 West 17<sup>th</sup> Street  
Santa Ana, CA 92706  
Attn: Pharmacy Technology

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

33. Accreditation. The Clinical Facility shall be accredited by the appropriate organization, i.e., the Joint Commission on Accreditation of Healthcare Organizations, the American Osteopathic Association, or the National Committee on Quality Assurance.
34. Adequate Facilities. The Agency shall have adequate facilities to carry out services that meet, when applicable for pharmacy technician extern training, the intent of the "American Society of Health-System Pharmacist (ASHP) Guidelines: Minimum Standard for Pharmacies in Institutions" or "ASHP Guidelines on Pharmaceutical Services for Ambulatory Patients".
35. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

**Clinical Facility: Rite Aid Corporation**  
**(Pharmacies)**

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Rite Aid Corporation (Pharmacies)  
30 Hunter Lane  
Camp Hill, PA 17011

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

By: \_\_\_\_\_

Printed Name: Peter J. Hardash

Title: Vice Chancellor  
Business Operations & Fiscal Services

Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of SLPA Agreement Renewal – Progress Speech & Language Center	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Formal agreements between the district and fieldwork experience sites are necessary. To that end, a special agreement was developed for this purpose, which has been reviewed by Dean Simon B. Hoffman and college staff. This agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement with Progress Speech & Language Center with locations in Anaheim and Santa Ana, California.

Fiscal Impact:	None	Board Date: January 14, 2013
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**

## **Speech-Language Pathology Assistant Program**

**THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, PROGRESS SPEECH & LANGUAGE CENTER hereinafter called the Agency.**

### **PART I. BASIS AND PURPOSE OF AGREEMENT**

#### **WITNESSETH:**

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

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

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

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

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

### **PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

#### **A. For the Program in General**

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

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

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

**PART III.**

**GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

**A. For the Program in General**

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

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

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

**B. Indemnification**

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

C. **Insurance:**

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

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

**PART. V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

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

**PARTVI. PERIOD OF AGREEMENT**

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

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

*JPH* **Rancho Santiago Community College  
District**

**Progress Speech & Language Center**

\_\_\_\_\_  
**District**

\_\_\_\_\_  
**Agency**

2323 North Broadway  
Santa Ana, CA 92706

2020 North Broadway, #101  
Santa Ana, CA 92706  
and  
303 West Lincoln Avenue, #140  
Anaheim, CA 92805

By: \_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor  
Business Operations & Fiscal Services

By: \_\_\_\_\_  
Younghee Park  
Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of SLPA Agreement Renewal – Placentia-Yorba Linda Unified School District	
Action:	Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Formal agreements between the district and fieldwork experience sites are necessary. To that end, a special agreement was developed for this purpose, which has been reviewed by Dean Simon B. Hoffman and college staff. This agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement with Placentia-Yorba Linda Unified School District in Placentia, California.

Fiscal Impact:	None	Board Date: January 14, 2013
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**

### **Speech-Language Pathology Assistant Program**

THIS AGREEMENT is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT hereinafter called the Agency.

#### **PART I. BASIS AND PURPOSE OF AGREEMENT**

##### **WITNESSETH:**

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

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

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

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

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

#### **PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

##### **A. For the Program in General**

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

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

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

**PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

**A. For the Program in General**

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years experience as a practicing speech language pathologist.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
5. The Agency will provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of District who are designated by District for such experience at the Agency (the field experience for any one student shall cover such period of time as may be specified by District.)
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8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.

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

**PART IV. JOINT RESPONSIBILITIES AND PRIVILEGES**

**A. For publications**

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

**B. Indemnification**

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

C. **Insurance:**

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

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

**PART. V STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

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

**PARTVI. PERIOD OF AGREEMENT**

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

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

*Rancho Santiago Community  
College District*

**Placentia-Yorba Linda USD**

\_\_\_\_\_  
District

\_\_\_\_\_  
Agency/Facility/Location

\_\_\_\_\_  
Peter J. Hardash  
Vice Chancellor

\_\_\_\_\_  
Business Operations and Fiscal Services

*Jayne Christakos*  
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
**Jayne Christakos, Asst. Supt. Bus. Svs.**

Date: \_\_\_\_\_

Date: Oct. 23, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

**Santa Ana College – Human Services and Technology Division**

To: Board of Trustees	Date: January 14, 2013
Re: Approval of SLPA Agreement Renewal – Tustin Unified School District	
Action: Request for Approval	

**BACKGROUND**

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

**ANALYSIS**

Formal agreements between the district and fieldwork experience sites are necessary. To that end, a special agreement was developed for this purpose, which has been reviewed by Dean Simon B. Hoffman and college staff. This agreement shall be effective for five (5) years or until termination by written notice of either party. It carries no costs or other financial arrangements.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve this agreement with Tustin Unified School District in Tustin, California.

Fiscal Impact: None	Board Date: January 14, 2013
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**

## **Speech-Language Pathology Assistant Program**

**THIS AGREEMENT** is made and entered into by and between the Rancho Santiago Community College District on behalf of Santa Ana College, a public educational agency, hereinafter called the District and, **TUSTIN UNIFIED SCHOOL DISTRICT**, hereinafter called the Agency.

### **PART I.**

#### **BASIS AND PURPOSE OF AGREEMENT**

##### **WITNESSETH:**

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

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

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

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

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

### **PART II**

#### **GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE DISTRICT**

##### **A. For the Program in General**

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

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

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

**PART III**

**GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY**

**A. For the Program in General**

1. The Agency will maintain the standards, which make it eligible for approval as a clinical area for instruction in accredited Speech-Language Pathology Assistant Programs.
2. The Agency will provide staff members who hold a current state license or credential to practice speech-language pathology to supervise Speech-Language Pathology Assistant students. In addition, supervising SLP's need to have a minimum of 2 years experience as a practicing speech language pathologist.
3. The administration of the service and client care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency and Agency staff.
4. The Agency will provide staff that is adequate in number and quality to insure safe and continuous health care service to patients.
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8. The Agency will provide service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district instructors and students access to service facilities, according to prearranged scheduling.
9. The Agency will permit its employees to participate in the educational program as resource persons and clinical experts provided such participation does not interfere with assigned duties.
10. The Agency will provide orientation for students and faculty to familiarize them with the facility and facility policies before assigning them to duties at the Agency.

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

#### **PART IV JOINT RESPONSIBILITIES AND PRIVILEGES**

##### **A. For publications**

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

##### **B. Indemnification**

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

C. **Insurance:**

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

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

**PART V**

**STATUS OF SPEECH-LANGUAGE PATHOLOGY ASSISTANT STUDENTS**

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

**PART VI**

**PERIOD OF AGREEMENT**

- A. This agreement shall be effective as of the date signed by District, and shall continue in effect until June 30, 2015, unless terminated earlier at will or without cause by written notice of either party. The said termination shall become effective only at the close of an academic year, but not before one year after receipt of said notice. This Agreement may be modified or revised at any time by mutual consent.

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

*Rancho Santiago Community  
College District*

\_\_\_\_\_  
**District**

\_\_\_\_\_  
**Peter J. Hardash  
Vice Chancellor**

\_\_\_\_\_  
**Business Operations and Fiscal Services**

**Date:** \_\_\_\_\_

Tustin Unffied School District

\_\_\_\_\_  
**Agency/Facility/Location**



\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Anthony Soria, Chief Financial Officer**

**Date:** 11.13.12

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

Santiago Canyon College  
Academic Affairs

To: Board of Trustees	Date: January 14, 2013
Re: Approval of Agreement with Pacific Clinics	
Action: Request for Approval	

**BACKGROUND**

Pacific Clinics' Recovery Education Institute (REI) in Orange County is a training institute focused on higher education specifically geared toward individuals with lived experiences and their family members. REI provides a wide array of educational training services that support REI-enrolled students to advance their education, as well as assist them to successfully transition into other educational settings.

Santiago Canyon College will provide academic credit courses to REI students at the REI facility at 401 South Tustin Street, Orange, California 92866.

**ANALYSIS**

Santiago Canyon College will provide credit non-apportionment generating courses to students at REI. The following three (3) courses will be offered:

1. Counseling 116, Career/Life Planning and Personal Exploration
2. Counseling 113, Learning Strategies for College Success
3. Music 101, Music Appreciation

All courses will be taught by Santiago Canyon College faculty.

**RECOMMENDATION**

It is recommended the board approve the agreement with Pacific Clinic's Recovery Education Institute in Orange, California.

Fiscal Impact: Approximately \$14,500 in revenue to RSCCD-SCC.	Board Date: January 14, 2013
Prepared by: Aracely Mora, SCC Vice President, Academic Affairs	
Submitted by: Juan A. Vázquez, President	
Recommended by: Dr. Raúl Rodríguez, Chancellor	

AGREEMENT FOR PROVISION OF  
MENTAL HEALTH RELATED COURSES AND  
EDUCATIONAL ADVANCEMENT SERVICES

BETWEEN

PACIFIC CLINICS

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

FISCAL YEAR 2012-2013

THIS AGREEMENT, entered into this 15<sup>th</sup> day of January 2013, which date is enumerated for purposes of reference only, is by and between **Pacific Clinics**, hereinafter referred to as "PROVIDER," and **Rancho Santiago Community College District**, hereinafter referred to as "SUBCONTRACTOR."

WITNESSETH:

WHEREAS, PROVIDER has entered into an Agreement with the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," to offer academic courses for college credit to the residents of Orange County; and

WHEREAS, PROVIDER is desirous of contracting with SUBCONTRACTOR, subject to the approval of the COUNTY Administrator, hereinafter referred to as "ADMINISTRATOR," for the provision of providing academic courses for college credit in order to comply with the Agreement with COUNTY to provide academic courses for college credit to the residents of COUNTY; and

WHEREAS, SUBCONTRACTOR is agreeable to the rendering of such services according to the terms and conditions hereinafter set forth.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. ALTERATION OF TERMS

This Agreement, together with Exhibits A, B, C, D attached hereto and incorporated herein by reference, fully expresses all understanding of PROVIDER and SUBCONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved by PROVIDER, SUBCONTRACTOR, and ADMINISTRATOR.

2. COMPENSATION

A. PROVIDER shall compensate SUBCONTRACTOR, monthly, in arrears, actual costs for services provided as identified herein, up to a Maximum Obligation of \$ 14,418, and as referenced in Exhibit B – Budget.

B. SUBCONTRACTOR shall receive no compensation for the services provided pursuant to this Agreement, except as set forth in Exhibit B to this Agreement, and the Maximum Obligation as set forth in 2.A. above.

C. The obligation of PROVIDER under this Agreement is contingent upon the availability of funds furnished by COUNTY. In the event that such funding is terminated or reduced, this Agreement may be terminated. PROVIDER shall give SUBCONTRACTOR written notification of such termination as specified in the Termination Paragraph of this Agreement. Notice shall be deemed served on the date of mailing.

D. PROVIDER and SUBCONTRACTOR may mutually agree, in writing with approval of ADMINISTRATOR, to modify the Compensation Paragraph of this Agreement.

### 3. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. PROVIDER shall ensure that SUBCONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

2. SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. PROVIDER has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of PROVIDER's Compliance Program by ADMINISTRATOR's Compliance Officer, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Compliance Program and related policies and procedures.

B. SANCTION SCREENING - SUBCONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from federal Programs, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the Medi-Cal Suspended and Ineligible List.

1. Ineligible Person shall be any individual or entity who:

a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or

b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

2. SUBCONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. SUBCONTRACTOR shall not hire or engage any Ineligible Person to provide services

relative to this Agreement.

3. SUBCONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually (January and July) to ensure that they have not become Ineligible Persons. SUBCONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to SUBCONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

4. Covered Individuals shall be required to disclose to SUBCONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. SUBCONTRACTOR shall notify PROVIDER immediately upon such disclosure.

5. SUBCONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with PROVIDER in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If SUBCONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, SUBCONTRACTOR shall remove such individual from responsibility for, or involvement with, PROVIDER business operations related to this Agreement.

6. SUBCONTRACTOR shall notify PROVIDER immediately if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanctioned. Such individual or entity shall be immediately removed from participating in any activity associated with this Agreement. PROVIDER will determine if any repayment or sanction is necessary from SUBCONTRACTOR for services provided by ineligible person or individual.

7. SUBCONTRACTOR shall promptly return any overpayments within in forty-five (45) days after the overpayment is verified by the PROVIDER.

C. COMPLIANCE TRAINING - PROVIDER shall make ADMINISTRATOR's General Compliance Training and PROVIDER Compliance Training, where appropriate, available to SUBCONTRACTOR and its Covered Individuals.

1. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

2. Such training will be made available to each Covered Individual annually.

3. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. SUBCONTRACTOR shall retain the certifications. Upon written request by PROVIDER, SUBCONTRACTOR shall provide copies of the certifications.

D. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.

1. PROVIDER shall ensure that SUBCONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.

2. SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

3. PROVIDER has the option to adhere to ADMINISTRATOR's Code of Conduct or establish its own provided it has been approved and accepted by ADMINISTRATOR's Compliance Officer.

4. Upon approval of PROVIDER's Code of Conduct by ADMINISTRATOR, SUBCONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of PROVIDER's Code of Conduct.

5. SUBCONTRACTOR shall submit to PROVIDER a signed acknowledgement and agreement that SUBCONTRACTOR shall comply with PROVIDER or ADMINISTRATOR's Code of Conduct.

6. Failure of SUBCONTRACTOR to timely submit the acknowledgement of PROVIDER or ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of such notice from PROVIDER shall constitute grounds for termination of this Agreement as to the non-complying party.

#### E. REIMBURSEMENT STANDARDS

to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and COUNTY laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. SUBCONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for payment or reimbursement of any kind.

3. SUBCONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, SUBCONTRACTOR shall use accurate billing codes to accurately describe the services provided and to ensure compliance with all billing and documentation requirements.

4. SUBCONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

#### 4. CONFIDENTIALITY

A. SUBCONTRACTOR shall agree to maintain the confidentiality of all records, including billings and audio and/or video recordings, in accordance with all applicable federal, state and COUNTY codes and regulations, as they now exist or may hereafter be amended or changed.

1. SUBCONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the COUNTY Mental Health services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR and/or PROVIDER to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with COUNTY.

2. SUBCONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by SUBCONTRACTOR

pursuant to this Agreement. Such consents shall be obtained by SUBCONTRACTOR in accordance with California Civil Code, Division 1, Part 2.6 relating to confidentiality of medical information.

3. In the event of a collaborative service agreement between Mental Health services providers, SUBCONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.

B. Prior to providing any services pursuant to this Agreement, all SUBCONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns shall agree, in writing, with SUBCONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. The agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of SUBCONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

## 5. EMPLOYEE ELIGIBILITY VERIFICATION

SUBCONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, sub-subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. SUBCONTRACTOR shall obtain, from all employees, sub-subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. SUBCONTRACTOR shall retain all such documentation for all covered employees, subcontractors and consultants for the period prescribed by the law.

## 6. EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by PROVIDER and/or ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

B. SUBCONTRACTOR shall obtain PROVIDER's prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment,

SUBCONTRACTOR shall forward to PROVIDER, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. SUBCONTRACTOR shall request an applicable asset tag from PROVIDER for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR's prior written approval, SUBCONTRACTOR may expense to PROVIDER the cost of specified items of Equipment purchased by SUBCONTRACTOR. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. SUBCONTRACTOR and PROVIDER shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. SUBCONTRACTOR shall cooperate with ADMINISTRATOR and/or PROVIDER in conducting periodic physical inventories of Loaned Equipment. Equipment shall be tagged with a COUNTY issued asset tag. Upon demand by ADMINISTRATOR, SUBCONTRACTOR and/or PROVIDER shall return any or all Loaned Equipment to COUNTY.

F. SUBCONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by PROVIDER and ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition, SUBCONTRACTOR must complete and submit to PROVIDER and ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Agreement is followed without interruption by another Agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any cause, SUBCONTRACTOR shall return to PROVIDER or COUNTY all Loaned Equipment purchased with funds paid through this Agreement.

H. SUBCONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

## 7. EXPENDITURE REPORT

A. In addition to providing monthly Expenditure Reports to PROVIDER, as specified in the Payments Paragraph of this Agreement, SUBCONTRACTOR shall submit a final Expenditure Report to PROVIDER no later than forty-five (45) calendar days following termination of each fiscal year or termination of this Agreement, for the preceding fiscal year or portion thereof. SUBCONTRACTOR shall prepare the Expenditure Report in accordance with requirements identified by PROVIDER. Such report shall be prepared in accordance with all applicable federal, state and COUNTY requirements and Generally Accepted Accounting Principles and the Special Provisions Paragraph of this Agreement. SUBCONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained

by SUBCONTRACTOR, and available at any time to PROVIDER upon reasonable notice.

1. If SUBCONTRACTOR fails to submit an accurate and complete Expenditure Report within the time period specified above, PROVIDER may withhold or delay any or all payments due SUBCONTRACTOR.

2. SUBCONTRACTOR may request, in advance and in writing, an extension of the due date of the Expenditure Report setting forth good cause for justification of the request. Approval of such requests shall be at the sole discretion of PROVIDER and shall at no time be granted for more than five (5) calendar days.

3. In the event that SUBCONTRACTOR does not submit an accurate and complete Expenditure Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and SUBCONTRACTOR has not entered into a subsequent or new Agreement for any other services with PROVIDER, then all amounts paid to SUBCONTRACTOR by PROVIDER during the term of the Agreement shall be immediately reimbursed to PROVIDER.

B. The Expenditure Report shall be the final financial and statistical report submitted by SUBCONTRACTOR to PROVIDER, and shall serve as the basis for final settlement to SUBCONTRACTOR. SUBCONTRACTOR shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The Expenditure Report shall be the final financial record for subsequent audits, if any.

C. SUBCONTRACTOR may be required to submit periodic Expenditure-Revenue Reports throughout the term of the Agreement.

D. Final Settlement shall be based upon the actual reimbursable costs for services hereunder, less applicable revenues, not to exceed SUBCONTRACTOR'S Maximum Obligation as set forth in the Compensation Paragraph of this Agreement. SUBCONTRACTOR shall not claim expenditures to PROVIDER which are not reimbursable pursuant to applicable federal, state and COUNTY laws, regulations and requirements. Any payment made by PROVIDER to SUBCONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by SUBCONTRACTOR to PROVIDER within thirty (30) calendar days of submission of the Expenditure Report; or PROVIDER may elect to reduce any amount owed SUBCONTRACTOR by an amount not to exceed the reimbursement due PROVIDER.

## 8. INDEMNIFICATION

A. SUBCONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold PROVIDER and COUNTY, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITIES") harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUBCONTRACTOR pursuant to this Agreement. If judgment is entered against SUBCONTRACTOR, PROVIDER, and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITIES, then SUBCONTRACTOR, PROVIDER, and COUNTY agree that liability will be

apportioned as determined by the court. Neither party shall request a jury apportionment.

B. In the event SUBCONTRACTOR provides services at the PROVIDER's facility, SUBCONTRACTOR shall ensure its compliance with all safety and health requirements for its employees in accordance with federal, state and COUNTY safety and health regulations. Prior to the execution of this Agreement, SUBCONTRACTOR shall furnish evidence satisfactory to PROVIDER that SUBCONTRACTOR has secured, for the period of this Agreement, full Worker's Compensation coverage from a reputable insurance company licensed to do business in the State of California.

## 9. INSPECTIONS AND AUDITS

A. PROVIDER, ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial, medical and client records of SUBCONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the premises in which they are provided.

B. SUBCONTRACTOR shall actively participate and cooperate with any person specified in Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct such evaluation or monitoring.

### C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and regulations governing funds provided through this Agreement, PROVIDER may terminate this Agreement as provided for in the Termination paragraph or direct SUBCONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to PROVIDER and ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from PROVIDER and/or ADMINISTRATOR.

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by SUBCONTRACTOR to PROVIDER, or payment of sums due from PROVIDER to SUBCONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from SUBCONTRACTOR to PROVIDER, and such reimbursement is not received within said sixty (60) calendar days, PROVIDER may, in addition to any other remedies provided by law, reduce any amount owed SUBCONTRACTOR by an amount not to exceed the reimbursement due PROVIDER.

D. SUBCONTRACTOR shall forward to PROVIDER and ADMINISTRATOR a copy of any audit report within fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial, programmatic or any other type of audit of SUBCONTRACTOR's

operations, whether or not the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

#### 10. LICENSES AND LAW

A. SUBCONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, State of California, COUNTY, and any other applicable governmental agencies. SUBCONTRACTOR shall notify PROVIDER immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. SUBCONTRACTOR shall comply with all laws, rules or regulations applicable to the services provided hereunder, as any may now exist or be hereafter amended or changed, except those provisions or application of those provisions waived by the Secretary of the Department of Health and Human Services.

#### C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

1. SUBCONTRACTOR agrees to furnish to PROVIDER within thirty (30) calendar days of the award of this Agreement:

a. In the case SUBCONTRACTOR is an individual, SUBCONTRACTOR shall provide, his/her name, date of birth, social security number, and residence address;

b. In the case of a SUBCONTRACTOR is doing business in a form other than as an individual, the SUBCONTRACTOR shall provide the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

c. A certification that SUBCONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;

d. A certification that SUBCONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

2. Failure of SUBCONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.

## 11. NONDISCRIMINATION

### A. EMPLOYMENT

1. During the performance of this Agreement, SUBCONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. SUBCONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from PROVIDER and/or ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

2. All solicitations or advertisements for employees placed by or on behalf of SUBCONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

3. Each labor union or representative of workers with which SUBCONTRACTOR has a collective bargaining agreement or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS, AND FACILITIES - SUBCONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d); the Age Discrimination Act of 1975 (42 U.S.C. §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

1. For the purpose of this Subparagraph B., "Discrimination" includes, but is not limited to the following based on one or more of the factors identified above:

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

d. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

e. Assignment of times or places for the provision of services.

2. Complaint Process - SUBCONTRACTOR shall establish procedures for advising all clients through a written statement that SUBCONTRACTOR's clients may file all complaints alleging discrimination in the delivery of services with SUBCONTRACTOR, PROVIDER and ADMINISTRATOR, or the COUNTY's Patients' Rights Office. SUBCONTRACTOR's statement shall advise clients of the following:

a. Whenever possible, problems shall be resolved informally and at the point of service. SUBCONTRACTOR shall establish an internal informal problem resolution process for clients not able to resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with SUBCONTRACTOR either orally or in writing.

1) COUNTY shall establish a formal resolution and grievance process in the event informal processes do not yield a resolution.

2) Throughout the problem resolution and grievance process, client rights shall be maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the Patients' Rights Office at any time.

b. In those cases where the client's complaint is filed initially with the Patients' Rights Office, the Patients' Rights Office may proceed to investigate the client's complaint.

c. Within the time limits procedurally imposed, the complainant shall be notified in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal with the Patients' Rights Office.

C. PERSONS WITH DISABILITIES - SUBCONTRACTOR agrees to comply with the provisions of §504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 et seq., as implemented in 45 C.F.R. §84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

D. RETALIATION - Neither SUBCONTRACTOR, nor its employees or agents shall intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and SUBCONTRACTOR may be declared ineligible for further contracts involving federal, state or county funds.

## 12. NOTICES

Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement shall be effective:

A. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of the Agreement or as otherwise directed by ADMINISTRATOR and/or PROVIDER;

B. When faxed, transmission confirmed;

C. When sent by Email; or

D. When accepted by United States Postal Service Express Mail, Federal Express, United Parcel Service, or other expedited delivery service.

## 13. NOTIFICATION OF DEATH

### A. NON-TERMINAL ILLNESS DEATH

1. SUBCONTRACTOR shall notify PROVIDER by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served hereunder; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given during normal business hours.

2. In addition, SUBCONTRACTOR shall, within sixteen (16) hours after such death, hand deliver or fax, a written Notification of Non-Terminal Illness Death to PROVIDER.

3. The telephone report and written Notification of Non-Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of SUBCONTRACTOR's officers or employees with knowledge of the incident.

### B. TERMINAL ILLNESS DEATH

1. SUBCONTRACTOR shall notify PROVIDER by written report faxed, hand delivered, or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of SUBCONTRACTOR's officers or employees with knowledge of the incident.

2. If there are any questions regarding the cause of death of any person served hereunder who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, SUBCONTRACTOR shall immediately notify PROVIDER in accordance with Subparagraph A. above.

## 14. PAYMENTS

A. PROVIDER shall pay SUBCONTRACTOR for the actual costs of providing the services hereunder; provided, however, the total of such payments does not exceed SUBCONTRACTOR'S Maximum Obligation as referenced in the Compensation Paragraph of this Agreement; and provided further, SUBCONTRACTOR'S costs are reimbursable pursuant to COUNTY, state, and federal Regulations. PROVIDER may, at its discretion, pay supplemental invoices for any month that has not

been fully paid.

B. Students successfully completing each course will receive three (3) units of college credit from Santiago Canyon College in accordance with policies of the SUBCONTRACTORS Board of Trustees. PROVIDER shall compensate SUBCONTRACTOR 50% of total contract prior to class commencing on January 28, 2013. All payments are due and payable no later than 30 days after receipt of invoice.

C. PROVIDER agrees to pay the SUBCONTRACTOR the sum of fourteen thousand, four hundred eighteen dollars (**\$14,418**) for the services provided under this Agreement. This amount represents a fee of \$89.00 per instructional hour. During the course of the Agreement, PROVIDER may request additional classes at the same rate by contacting the SUBCONTRACTOR's administrative liaison. Any books or published materials used in classes will be available to PROVIDER at retail cost.

D. All invoices to PROVIDER shall be supported by SUBCONTRACTOR, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

E. PROVIDER may withhold or delay any payment if SUBCONTRACTOR fails to comply with any provision of this Agreement.

F. SUBCONTRACTOR shall not claim reimbursement for services provided beyond the expiration and/or termination of this Agreement, except as may otherwise be provided under this Agreement, or specifically agreed upon in a subsequent Agreement.

G. PROVIDER and SUBCONTRACTOR may mutually agree, in writing with approval of COUNTY, to modify the Payments Paragraph of this Agreement.

## 15. RECORDS MANAGEMENT AND MAINTENANCE

A. SUBCONTRACTOR, shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, which include, but are not limited to:

1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).

2. State of California, Health and Safety Code §123145.

B. SUBCONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of Protected Health Information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies. SUBCONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. SUBCONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. SUBCONTRACTOR shall maintain patient records and must establish and implement written record management procedures.

D. SUBCONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

E. SUBCONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

F. SUBCONTRACTOR shall ensure all HIPAA Designated Record Set (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

G. SUBCONTRACTOR may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, SUBCONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

H. SUBCONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of Personally Identifiable Information (PII) and/or PHI. SUBCONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by SUBCONTRACTOR, notify PROVIDER of such breach by telephone and email or facsimile.

I. SUBCONTRACTOR may be required to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. SUBCONTRACTOR shall pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

J. SUBCONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

K. SUBCONTRACTOR shall retain all financial records for a minimum of seven (7) years from the commencement of the contract, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

L. SUBCONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the COUNTY.

M. If SUBCONTRACTOR is unable to meet the record location criteria above, PROVIDER and ADMINISTRATOR may provide written approval to SUBCONTRACTOR to maintain records in a single location, identified by SUBCONTRACTOR.

N. SUBCONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

O. SUBCONTRACTOR shall notify PROVIDER of any Public Record Act (PRA) requests related to, or arising out of, this Agreement, within forty-eight (48) hours. SUBCONTRACTOR shall provide PROVIDER and ADMINISTRATOR all information that is requested by the PRA request.

## 16. REPORTS

A. SUBCONTRACTOR shall be required to submit to PROVIDER fiscal and/or programmatic reports, as requested by PROVIDER. Fiscal and/or programmatic reports required include invoice, income statement, labor distribution, benefits allocation, and other documents as agreed upon by SUBCONTRACTOR and PROVIDER, and shall be submitted by the 15<sup>th</sup> of each following month.

B. Additional Reports: Upon PROVIDER's request, SUBCONTRACTOR shall make such additional reports available, as required by PROVIDER concerning SUBCONTRACTOR's activities as they affect the services hereunder. PROVIDER shall be specific to the information requested and allow thirty (30) calendar days for SUBCONTRACTOR to respond.

C. SUBCONTRACTOR and PROVIDER may mutually agree, in writing to modify the Reports Paragraph of this Agreement.

## 17. SERVICES TO BE PROVIDED

SUBCONTRACTOR shall provide academic courses for college credit to PROVIDER for the duration of the Agreement in a thorough and timely manner in accordance with Exhibit A of this Agreement.

## 18. SPECIAL PROVISIONS

A. SUBCONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official or making political contributions. SUBCONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, U.S.C., §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Supplanting current funding for existing services.
4. Fundraising.
5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for SUBCONTRACTOR's staff, volunteers, or members of the Board of Directors.
6. Reimbursement of SUBCONTRACTOR's members of the Board of Directors for expenses or services.

7. Making personal loans to SUBCONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to SUBCONTRACTOR's staff.

8. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management (OPM). The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).

B. Unless otherwise specified in advance and in writing by PROVIDER and ADMINISTRATOR, SUBCONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

2. Providing inpatient hospital services or purchasing major medical equipment.

3. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

4. Funding travel or training (excluding mileage or parking).

5. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.

6. Payment for grant writing, consultants, certified public accounting, or legal services.

7. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

## 19. STATUS OF SUBCONTRACTOR

SUBCONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. SUBCONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by SUBCONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY, PROVIDER, and SUBCONTRACTOR or any of SUBCONTRACTOR's employees, agents, consultants, or subcontractors. SUBCONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. SUBCONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to be COUNTY employees.

## 20. TERM

The term of this Agreement shall commence on January 15, 2013 and terminate no later May 30, 2013; provided, however, SUBCONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term including, but not limited to, obligations with respect to indemnification, audits, reporting, and accounting. This Agreement shall be void unless approved by ADMINISTRATOR.

## 21. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, PROVIDER may terminate this Agreement upon five (5) calendar days written notice if SUBCONTRACTOR fails to perform any of the terms of this Agreement. At PROVIDER's sole discretion, SUBCONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. PROVIDER may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

1. The loss by SUBCONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of SUBCONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by SUBCONTRACTOR of any duty required pursuant to this Agreement.

5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.

6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.

7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if SUBCONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

### D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:  
a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY's expenditures, and

b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, PROVIDER may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given SUBCONTRACTOR. If PROVIDER elects to renegotiate this Agreement due to reduced or terminated funding, SUBCONTRACTOR shall not be obligated to accept the renegotiated terms.

E. In the event this Agreement is terminated by either party, after receiving a Notice of Termination SUBCONTRACTOR shall do the following:

1. Comply with termination instructions provided by PROVIDER in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from PROVIDER of any unsettled issues of contract performance during the remaining contract term.

3. Return to PROVIDER, in the manner indicated by PROVIDER, any equipment and supplies purchased with funds provided pursuant to this, or any preceding Agreement.

4. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, SUBCONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of PROVIDER.

[Remainder of Page left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

\_\_\_\_\_  
DATE  
Name of Organization: Peter Hardash, Vice Chancellor,  
Business Operations & Fiscal Services  
Rancho Santiago Community College District  
2323 North Broadway  
Santa Ana, California 92706-1640

Address:  
\_\_\_\_\_  
DATE  
Name of Organization:  
Address:

\_\_\_\_\_  
DATE  
Name of Organization:  
Address:

\_\_\_\_\_  
DATE  
Name of Organization: Sue Shearer, LCSW  
Senior Vice President  
Pacific Clinics  
Address: 800 S. Santa Anita Avenue  
Arcadia, CA 91006

\_\_\_\_\_  
DATE  
ADMINISTRATOR (Approved as to Form)  
HCA/Contract Development and Management  
405 W. 5<sup>th</sup> Street  
Santa Ana, CA 92701

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Santiago Canyon College  
Academic Affairs

To: Board of Trustees	Date: January 14, 2013
Re: Approval of Santiago Canyon College Educational Master Plan 2012-2016	
Action: Request for Approval	

**BACKGROUND**

The Educational Master Plan 2012-2016 is the product of a collaborative process. The Educational Master Planning Committee had the lead role in developing the document. The Office of Institutional Effectiveness and Assessment conducted an environmental scan that included demographic, industrial, educational, and other trends external and internal to the college. Focus groups were conducted with students, faculty, classified staff, and managers. The findings of the scan and the focus groups were then presented in four open forums to gather broader reactions and input from the campus community. The open forum discussions were summarized and, along with the scan and focus groups findings, presented to four subgroups charged with developing goals and action items in the areas of (a) curriculum and programs; (b) faculty/staff and campus; (c) students; and (d) community partners and resources.

**ANALYSIS**

The Santiago Canyon College Educational Master Plan 2012-2016 is a deliberate and cohesive document designed to illustrate a comprehensive perspective on institutional goals for the next four years. The result is a prescriptive plan designed to increase student success, improve efficiency, demonstrate accountability, and enhance institutional effectiveness.

**RECOMMENDATION**

It is recommended that the Board of Trustees review and approve the attached Santiago Canyon College Educational Master Plan 2012-2016 document.

Fiscal Impact:	Board Date: January 14, 2013
Prepared by: Aracely Mora, Ed.D., Vice President, Academic Affairs Aaron Voelcker, Assistant Dean, Institutional Effectiveness and Assessment	
Submitted by: Juan Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



# Santiago Canyon College

2012-2016 **educational master plan**

[sccollege.edu](http://sccollege.edu)

**Santiago Canyon College  
Educational Master Plan  
2012 - 2016**

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Santiago Canyon College  
8045 East Chapman Avenue  
Orange, CA 92869-4512

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Juan A. Vázquez  
President of Santiago Canyon College

Raúl Rodríguez, Ph.D., Chancellor  
Rancho Santiago Community College District

Board of Trustees  
Arianna P. Barrios, President  
Jose Solorio, Vice President  
Lawrence R. “Larry” Labrado, Clerk  
Claudia C. Alvarez  
John R. Hanna  
Nelida Mendoza Yanez  
Phillip E. Yarbrough  
Ryan Ahari, Student Trustee

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## **MISSION OF SANTIAGO CANYON COLLEGE**

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.

---

## A Message from the President

As President of Santiago Canyon College (SCC) since 2002, it has been my pleasure to work in partnership with the dedicated faculty, staff, and administrators here at the institution. During these past few years, we have faced some very trying economic times. Even with a shrinking budget, SCC and its many campus constituents have been able to meet economic, curricula, technological and physical plant challenges all while prioritizing our students' educational experience and maintaining critical pathways to student achievement and success.

In addition to receiving the six-year affirmation of accreditation from Accrediting Commission for Community and Junior Colleges (ACCJC) following the self-study process and site visit in 2008, SCC is proud of the many accomplishments achieved over the past five years, 2007-2012. The following are some highlights of those accomplishments:

### Continuing Education

- Orange Education Center (OEC) application is approved as an authorized education center by both the California Board of Governors and the California Postsecondary Education Commission, qualifying for receipt \$1,000,000 per year in ongoing state funding
- Division of Continuing Education receives two separate CASAS 2011 *Promising Practices* awards from the California Department of Education
- OEC faculty receive two awards at the Association for Community and Continuing Education Conference, 2011

### Facilities

- Ground breaking for Science Center, March 2008 – Dedication June 2010
- Grand Opening of softball field complex, January 2009
- 1,000 space parking lot completed
- SCC becomes a smoke-free campus, 2009

### Athletics

- Women's Soccer wins State Championship and is crowned National Champions, 2009
- Golf team member Connor Covington becomes the first SCC golfer to win state championship, 2009
- Women's Soccer team wins the State Academic Scholars Award, 2010

### Grants

- \$100,000 VTEA Tech Prep Demonstration Site Grant to develop a "high school to college" pathway
- \$750,000 grant from Next Generation Learning Challenges for Open General Education Curriculum at Multi-Institutional Scale
- Two-year CTE California Chancellor's Office Faculty Development Grant is completed
- Five-year 3.23 million dollar Title V Hispanic-Serving Institutions federal grant to support student learning outcomes assessment and increase student success in science, technology, engineering and math (STEM)

- \$623,000 in first year of five-year (STEM)<sup>2</sup> grant in partnership with California State University, Fullerton (CSUF)
- \$2.1 million awarded in federal funding to CAMP (College Assistance Migrant Program) for a second five-year cycle
- \$154,212 Teacher Pathway Partnership from CSUF for at-risk students

### **Student Services**

- Admissions and Records implements the use of social media tools, fall 2010
- “Discover SCC: Orientation to College Life” launches

- Financial Aid electronic Book Voucher system is introduced
- Received approval for independent veterans program, 2012

### **Academic Affairs**

- SCC Collegiate Choir performs at world-famous Carnegie Hall in New York City, 2008
- Team of four SCC students achieve worldwide notice by finishing in top 15 of the Microsoft Imagine Cup Embedded Development programming challenge, 2011
- CurricUNET is implemented by SCC
- STAR Center (Science Teaching and Resource Center) opened, 2011

The newest iteration of the Educational Master Plan 2012-2016 serves a similar purpose as previous plans but in a completely different format. While past plans were compilations of individual division, department, program and discipline plans which aimed to identify goals, objectives, and future needs of each area, the current plan, presented in the document to follow, is a more deliberate and cohesive document designed to illustrate a more comprehensive perspective on institutional goals for the next four years. The result is a roadmap designed to increase student success, improve efficiency, demonstrate accountability, and enhance institutional effectiveness.

While California’s current economic climate remains uncertain, I am confident that for our students the future holds many wonderful opportunities to be seized upon. Faculty, staff and administrators alike are dedicated to providing a solid educational foundation for SCC students and are committed to fostering a culture dedicated to personal growth through innovative, student-centered educational programs and services.

I am honored to be a part of this vibrant college community, and will continue to be an advocate for the students and the community it serves.

Juan A. Vázquez

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## Introduction

The Santiago Canyon College *Educational Master Plan (EMP) 2012-2016* is published in an environment almost completely opposite that of the previous *EMP*. The 2007-2012 edition contained plans developed at a time when Santiago Canyon College was one of the fastest growing community colleges in the nation and when a period of sustained growth and funding was envisioned. As a result, the 2007-2012 EMP included objectives for expanding credit and non-credit curriculum, increasing course offerings and programs, increasing services for night and weekend students, implementing student service programs, expanding outreach efforts, and developing an alumni association. However, with the economic recession that began in 2008, the college was forced to respond to a series of state funding cuts. Part of the college's response was a reduction-in-force of classified and management personnel in 2009, combined with a hiring freeze from 2009-2011. Organizationally, the college reduced the number of credit divisions from four to three in 2010. State-mandated "workload reductions" reduced the number of students funded. SCC reduced the number of credit course sections by 8.2% from 2007-2008 to 2009-2010. Average credit class size increased from 29.7 in 2007-2008 to 34.9 in 2009-2010, reflecting increased student demand and faculty willingness to exceed cap.

The *Educational Master Plan 2012-2016* is the product of a collaborative process that drew upon the contributions of many members of the SCC Community. The Educational Master Planning Committee (EMPC), a collegial governance committee of the college, had the lead role in developing this EMP. In Spring 2011, the EMPC developed the process and framework for this EMP, which were reviewed by and discussed with the Academic Senate and the College Council. From summer into fall 2011, the Office of Institutional Effectiveness and Assessment conducted an environmental scan that included demographic, industrial, educational, and other trends external and internal to the college. Beginning in late fall 2011, a number of internal focus groups were conducted with students, faculty, classified staff, and managers.

The findings of the scan and the focus groups were then presented in a series of four open forums, held in February 2012, to gather broader reactions and input from the campus community. The open forum discussions were summarized and, along with the scan and focus groups findings, presented to four subgroups charged with developing goals and action items in the areas of (a) curriculum and programs; (b) faculty/staff and campus; (c) students; and (d) community partners and resources. The four subgroups met twice in March 2012 to synthesize the preliminary planning information and to develop the goals that would comprise the core of the *Educational Master Plan 2012-2016*. The Educational Master Planning Committee (EMPC) spent the remainder of spring 2012 refining and aligning the contributions of the four subgroups, which included distributing the goals to the campus community and soliciting additional input in May 2012. In summer 2012, members of the EMPC, with assistance from the Office of Institutional Effectiveness and Assessment, prepared the plan, which was reviewed by the campus community in August and September 2012, including acceptance by the Academic Senate, the College Council, and the Rancho Santiago Community College District Board of Trustees.

The following list represents the members of the Santiago Canyon College Community who participated through the Educational Master Planning Committee and on the subgroups that developed the Educational Master Plan 2012-2016:

EMP Committee

Roberta Tragarz, Chair 2011-2012, English  
Alex Taber, Chair 2008-2011, Economics  
Rick Adams, English  
Debra Brooks, Geology  
Caroline Durdella, Institutional Effectiveness and Assessment  
Leah Friedenrich, Library  
Jim Isbell, English  
Joyce Wagner, Mathematics  
Melinda Womack, Communication  
Jose Lazo, Associated Student Government Member  
Aracely Mora, Academic Affairs  
Leigh Ann Unger, Admissions and Records  
John Weispfenning, Arts, Humanities and Social Sciences/Library

Subgroups

Ruth Babeshoff, Counseling and Student Support Services  
Nena Baldizon-Rios, Disabled Students Programs and Services  
Curt Childress, Information Technology Services  
Steven Deeley, Business  
Corine Doughty, Business and Career Technical Education  
Corinna Evett, Academic Senate Vice President, English  
Lori Fasbinder, Continuing Education  
Denise Foley, Biology  
Tiffany Garbis, Curriculum Office  
Raul Gonzalez Del Rio, Administrative Services  
John Hernandez, Student Services  
Steve Kawa, Administrative Services  
Linda Miskovic, Admissions and Records  
Julie Peeken, Business and Career Technical Education  
Narges Rabii, History  
Syed Rizvi, Financial Aid  
Maureen Roe, English  
Craig Rutan, Chair of the Curriculum and Instruction Council Committee, Physics  
Martin Stringer, Mathematics and Sciences  
Anita Varela, Library  
Robert Waldren, Transfer Center  
Alistair Winter, Safety and Security  
Melinda Womack, Communication  
Lana Wong, Library  
Laney Wright, Mathematics

The Santiago Canyon College Accreditation Task Force in 2009 adjusted the college's planning cycles to better align the various planning processes. As a result, following the completion of this four-year plan in 2016, the next EMP will cover a six-year span, which will then remain aligned for revision in the year following the College's scheduled accreditation visits by the Accrediting Commission for Community and Junior Colleges of the Western Association of Schools and Colleges (ACCJC). By following this pattern, the college will be able to use feedback from the accreditation process to inform subsequent Educational Master Plans.

## **SCC Faculty Vision and Core Values Statements 2011**

**Respectfully Submitted by the Educational Vision Task Force: R. Adams, M. DeCarbo, C. Evett (Chair), A. Taber, J. Wagner, and J. Yorba**

### **SCC Faculty Educational Vision**

Santiago Canyon College faculty will continue to champion a respectful, reflective, and responsible academic environment that encourages personal accountability and professional growth through a free and open exchange of independent thoughts and ideas. We will serve as instructional leaders who inspire students using dynamic approaches that challenge them to achieve excellence in their educational pursuits. Moreover, we will foster a collaborative climate through our active involvement in participatory governance utilizing transparent, honest, and constructive discourse.

### **SCC Faculty Core Values**

Our core values are the guiding principles upon which our educational vision is founded. Furthermore, these values direct us in our decision-making processes and serve to encourage and support us as we strive to achieve our vision for the well-being of the Santiago Canyon College Community.

#### **Accountability**

SCC faculty members possess a high regard for personal, relational, and institutional responsibility; in conjunction, faculty act with integrity and transparency when confronted with decisions, conflicts, or results.

We will

- Fulfill contractual obligations and meet community needs.
- Encourage student performance that reflects an honest, diligent, and engaged effort.
- Wisely utilize human, physical, and technological resources.
- Promote and utilize Student Services.
- Take responsibility for our roles in the decision-making processes.

#### **Personal and Professional Growth**

SCC faculty members embrace dynamic life-long educational pursuits; this implies active, constant exploration of diverse learning opportunities that enhance and emulate whole professional and personal lives, resulting in a healthy college community.

We will

- Explore creative and innovative ways to advance the mission of the college.
- Engage in meaningful, respectful and purposeful dialogue and assessment.
- Encourage an environment that promotes enthusiasm for life-long learning.
- Maintain currency with academic trends and professional needs.
- Investigate “best practices” to enhance student learning.

**Excellence in Educational Pursuits**

SCC faculty members demonstrate the highest academic standards, respecting the importance of both theoretical and applied knowledge; through robust and rigorous curricula and programs, we encourage and celebrate student voices.

We will

- Set, communicate, and maintain the highest educational standards.
- Engage in ongoing cycles of effective program and outcomes assessment.
- Foster an environment where students critically analyze and evaluate information, concepts, and alternative viewpoints.
- Provide students opportunities to apply what they have learned.
- Enthusiastically mentor students to embrace academic challenges and enjoy the process of growing beyond perceived limits.

**Participatory Governance**

SCC faculty members participate in the leadership and governance of the college; this requires honoring and dignifying the opinions of others while accepting that differences will naturally inspire productive debate.

We will

- Allow for all Faculty to fulfill their contractual obligations by providing the opportunity to serve on committees.
- Clearly articulate the channels and processes of communication within the governance framework.
- Communicate with one another in a manner that allows respectful, open, and productive dialogue in all aspects of college life.
- Make public and transparent the decisions made within the governance framework.
- Welcome and encourage student, classified staff, and administrative participation in the governance process.

## Major Accomplishments 2007-2012

### 2007-2008

- College Assistance Migrant Program (CAMP), a five-year, \$2.1 million federally funded program, is established.
- Orange Education Center (OEC) holds first job fair, attracting more than 350 job seekers; the first Health Fair provides free medical care to more than 400 people.
- Administrative Services organizes a community service project to provide monthly hot breakfast to homeless children at the Project Hope School in downtown Orange.
- Dr. Cari Cannon is selected as Community College Teacher of the Year in Orange County by the Orange County Department of Education.
- The first Associated Student Government officers are installed at the Orange Education Center.
- Ground is broken for the Science Center, March 25, 2008.
- Discover SCC receives the Innovative New Program Award by the Commission for Student Development in the Two-Year College at the annual convention of the American College Personnel Association in Washington, DC.

### 2008-2009

- 830 students are eligible to graduate, representing a 10% increase over the previous year.
- In January 2009, the college celebrates the Grand Opening of the softball field complex. Funding for the facility was provided from Measure E, a bond measure passed in 2002. The field has artificial turf in the outfield. In addition, the complex features a team room, enclosed batting cages, a storage room, metal bleachers and an announcer's table. Later, a building is constructed with restrooms and a concession area.
- The Forensics team takes sixth place at Nationals; in its nine years of existence, students on the speech and debate team win hundreds of individual trophies and bring the college 15 national sweepstakes awards.
- New project management certificate is created by the Career Education Division in September 2008.
- The SCC Collegiate Choir performs at the world-famous Carnegie Hall in New York City, under the direction of Choral Director Michael Short.
- Resolutions to support SCC as a smoke-free campus are passed by the Academic Senate, Associated Student Government and President's Classified Hawks Advisory Group.

- The Art Department hosts the first juried art show for SCC students, May 8, 2009.
- SCC forms an enhanced partnership with UC Irvine's Center for Educational Partnerships and participates in the Community College Transfer Consortium.
- The gemology program receives a donation of diamonds valued at over \$50,000.
- SCC Model United Nations (MUN) team spends spring break in New York City at the United Nations, representing Austria. SCC's team is one of 10 teams out of 300 named "Outstanding Delegation."
- SCC receives a six-year reaffirmation of accreditation from ACCJC following the self-study process and site visit in 2008.

#### 2009-2010

- In 2009, SCC's Women's Soccer wins the State Championship and is crowned National Champions by the National Soccer Coaches Association of America (NSCAA).
- The 60,000 square foot Science Center is dedicated, June 23, 2010. The new facility has 7 general classrooms, which include a 200-seat lecture hall, and 12 labs, including dedicated labs for general chemistry, organic chemistry, biology, microbiology, physics, astronomy and geology.
- The SCC Golf team, under Coach Shine, captures third place in the Conference Finals. Golfer Connor Covington becomes the first SCC golfer to win a state championship.
- Maureen Roe is named the Orange County Community College Teacher of the Year, the third SCC faculty member to receive this award in six years.
- Construction begins on a 1,000 space parking lot, humanities building, gymnasium and two new vehicle entrances to the campus.
- First SCC Foundation online TGIF auction raises more than \$16,000.
- The OEC application is approved as an authorized education center by both the California Board of Governors and the California Postsecondary Education Commission. RSCCD now receives over \$1,000,000 per year in ongoing state funding.

#### 2010-2011

- Team of SCC students, coached by Ron Kessler (Computer Science), achieves worldwide notice by finishing in the top 15 of the Microsoft Imagine Cup Embedded Development programming challenge, the only community college team to advance to the finals.

- In 2010, the Women's Soccer team wins the State Academic Scholars Award for Women's Soccer with a Team GPA of 3.13.
- SCC is awarded a five-year 3.23 million dollar Title V Hispanic-Serving Institutions federal grant to support student learning outcomes assessment and increase student success in science, technology, engineering and math (STEM).
- SCC is awarded \$100,000 VTEA Tech Prep Demonstration Site Grant to develop a "high school to college" pathway, under the direction of Janis Perry (Counseling).
- In spring 2011, the SCC Transfer Center launches the UC Direct Program to provide extended services and resources for students planning to transfer to any University of California campus.
- Admissions and Records implements the use of social media tools, such as Facebook, Live Chat and Twitter during the fall of 2010.
- CurricUNET is implemented at SCC. CurricUNET is a relational database program that simplifies the development and revision of curriculum from creation through final approval. SCC's course outlines of record (CORs) and program outlines of record are generated electronically and submitted to the California Community Colleges Chancellor's Office (CCCCO) using the Curriculum Inventory, a sister database to CurricUNET.
- SCC fully implements the use of online add codes for registration.
- OEC faculty receive two awards at the Association for Community and Continuing Education Conference, March 11, 2011. Faculty recipients are Jolene Shields, ABE/High School Subjects Department Chair, and Eden Quimzon, ESL Department Chair.
- The Division of Continuing Education receives two separate CASAS 2011 Promising Practices awards from the California Department of Education, recognizing the Student Transitioning and Registering Services (STARS) program and the OEC Associated Student Government model.
- The Science Center is completed and opens for classes, beginning fall 2010.
- Information from the CASAS Data Portal indicates that RSCCD (Orange Education Center and Centennial Education Center combined) is a top performer of completers in Adult Secondary Education (ASE).
- The TGIF 2010 Online Auction raises more than \$16,000 and draws bidders from as far away as Massachusetts, New York and Michigan.
- "Discover SCC: Orientation to College Life" launches to familiarize incoming students with the resources and learning opportunities available at SCC.

- SCC partners with several other colleges and universities in a \$750,000 grant from Next Generation Learning Challenges (NGLC) for Open General Education Curriculum at Multi-Institutional Scale.
- The SCC two-year CTE California Chancellor's Office Faculty Development Grant is completed, which includes workshops on the use of technology in instruction, classroom technique coaching, and Student Learning Outcomes.

#### 2011-2012

- In 2011, the Women's Soccer team is State Finalist, ranked # 4 in the country by the NSCAA and wins the Hawks' 8th consecutive Orange Empire Conference title in Women's Soccer.
- Financial Aid Electronic Book Voucher system is introduced, allowing students the option of directly accessing their Financial Aid Pell and Cal Grant funds to purchase textbooks and educational supplies at the college bookstore.
- Admissions and Records launches use of electronic transcripts to postsecondary institutions.
- In March, Orange Unified School District and Santiago Canyon College collaborate again for the Seventh Annual Community Science Night, welcoming nearly 2,000 K-6 students and their families for an evening of scientific exploration, discovery, and fun.
- SCC receives the Grant Award Notification for year 3 of the Title V-HSI (Hispanic Serving Institutions). The \$650,000 award will continue to support the STEM and SLO Assessment initiatives on campus.
- SCC, in partnership with Career Services and the Business and Career Technical Education Division, launches a free online job and internship board: [www.collegecentral.com/sccollege](http://www.collegecentral.com/sccollege).
- In spring 2011, SCC receives notification that the college has been selected as a partner in an open education resources grant project, named Kaleidoscope. Mathematics professor Darlene Diaz and biology professor Mike Taylor, along with Scott James (Distance Education), participate in this project.
- The STAR Center (Science Teaching and Resource Center) opens its doors in September to student study groups for selected science courses. Funded by the Title V grant, the STAR Center includes faculty-led workshops, faculty-directed learning activities, and student-led study groups as part of the curriculum in the center, which provides academic support to the gatekeeper courses in chemistry, biology, physics and math.
- The EL Civics Conference at OEC, held on January 27, 2011, is recognized at the CASAS Summer Institute in San Diego through a special commendation presented to RSCCD, Centennial and Orange Education Centers for Excellence in Professional Development.
- OEC Digital Photography student exhibit is held at the Branford House Galleries in Placentia.

- New facilities master plan is developed for the next five years.
- Administrative Services provides information and assists the newly-created SCC Budget Committee.
- Eleven new scholarships are created, and a total of 238 awards are disbursed at the Scholarship Ceremony, May 2012.
- CAMP is awarded \$2.1M in federal funding for a second five-year cycle. The program will receive \$425,000 a year, over a five-year period.
- SCC receives approval for an independent veterans program, which is implemented during the summer of 2012.
- Early Alert program is implemented, a timely intervention tool for instructors to communicate with students who are having academic difficulty during the semester.
- In a collaborative effort with CSU Fullerton, SCC is awarded a Strengthening Transfer Education & Matriculation in (STEM)<sup>2</sup> Grant and will receive \$623,000 over a five-year period.
- Between 2007 and 2012, the financial aid program experiences an over 20% growth per year and currently doubles in number of students served since 2007. In 2010-2011, over \$6.8M of aid is awarded.
- As part of RSCCD's Community Collaborative grant, Counseling is awarded over \$250,000 to develop and implement model programs to support career exploration for 7th and 8th grade students within the Orange Unified School District.
- Counseling receives a \$154,212 Teacher Pathway Partnership sub-award from CSUF, offering an educational pathway program for "at-risk" students.
- In order to take advantage of the low construction prices, the college packages the remaining 2002 Measure E projects and solicits bids on five projects: a 90,000 sq. ft Humanities Building, an Athletics and Aquatics Center, a new 1,000 car parking lot, a new campus road to relocate utilities for future projects, and two new entrances to the campus. The parking lot is completed in 2011, and the new campus road is completed in the summer of 2012. The Athletic and Aquatics Center, opening in fall 2012, has three basketball/volleyball courts, a fitness center, strength lab, aerobics studio, and a swimming pool for competition swimming and water polo. Also opening in fall 2012 will be the two new campus entrances. The Humanities Building has 39 classrooms, one anthropology lab, and a lecture hall with approximately 300 seats and is scheduled to be completed during the spring of 2013 and ready for fall 2013 classes.

## Santiago Canyon College at a Glance

The information presented in this section reflects Santiago Canyon College's internal data. From unduplicated headcount and enrollment totals to student demographic compositions, the following data reflect the Santiago Canyon College (SCC) experience in the years leading up to Educational Master Plan 2012-2016. The data are in multiple-year increments in order to illustrate trends in institutional, student demographic, student achievement, and SCC employee metrics. When examining SCC student demographic information, it is important to disaggregate these data into three student subpopulations, as these subpopulations represent student groups with distinctively different educational goals or pathways. Traditional students are those students taking credit courses leading to degree or certificate attainment or transfer to a four-year institution. Apprenticeship students are those students also taking credit courses; however, these students are attending SCC as part of an apprenticeship program. Non-credit students are those students seeking attainment of personal or professional goals through one or several of SCC's non-credit programs: Adult Basic Education, English as a Second Language, High School Subjects and GED, Business Skills, Health and Safety, and Short-term Vocational Training.

### INSTITUTIONAL METRICS

SCC unduplicated student headcount declined over the three-year period between fall 2010 and fall 2012 for two of the three student types: apprenticeship students and non-credit students. This decline in unduplicated headcount collectively contributed to a 3% drop overall, with the highest proportional drop attributable to non-credit students (11%).

SCC student enrollment totals, or seats filled, for credit courses declined by 1% over this same three-year period from fall 2010 to fall 2012. Credit courses within the Business and Career Technical Education Division observed the steepest drop in enrollment with 19% fewer seats filled in fall 2012 from fall 2010. The Arts, Humanities, and Social Sciences Division, however, observed a modest increase in enrollment of 5%. Six of the top ten enrolled subjects at SCC are housed within this division.

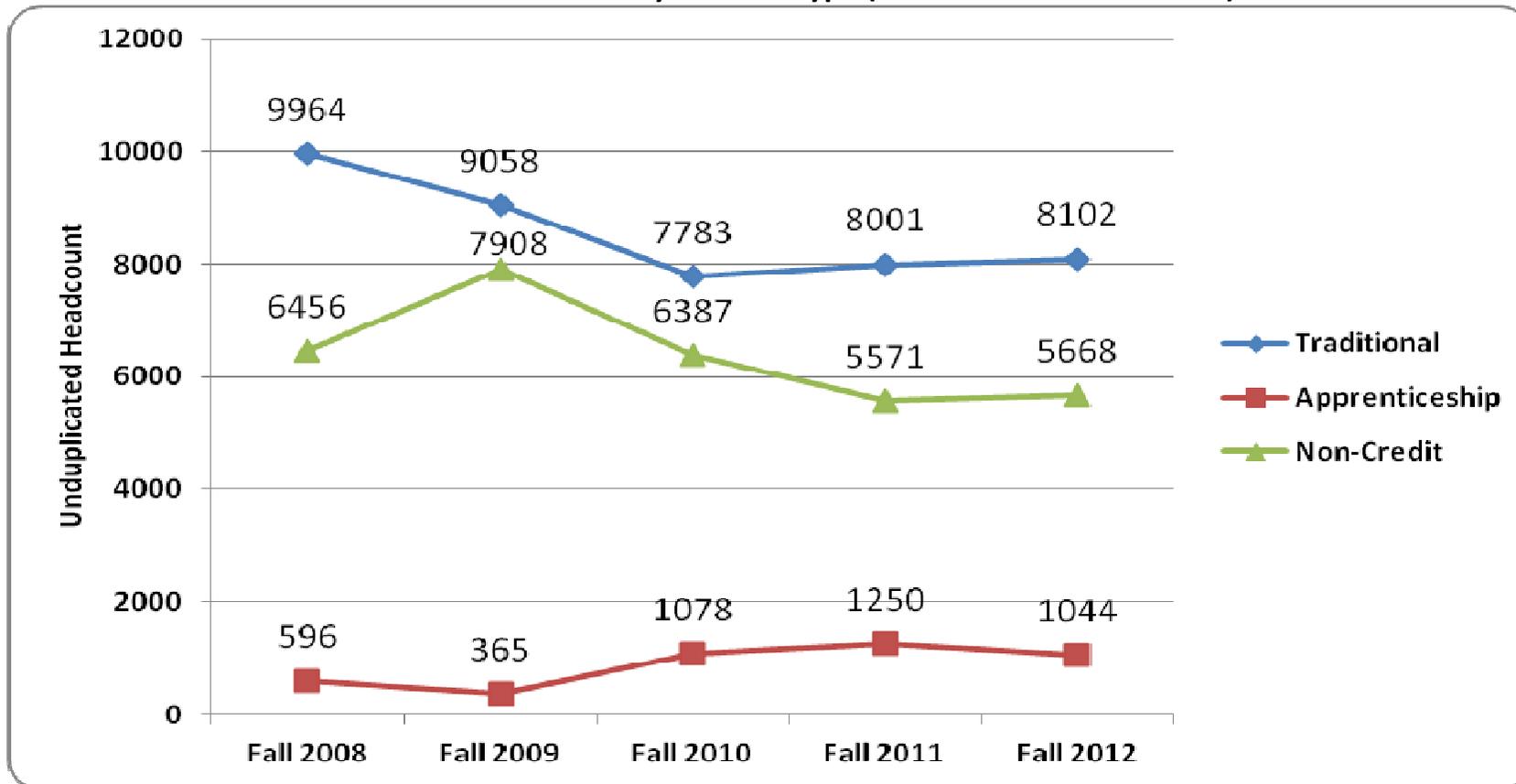
Credit section totals for the same three-year period observed an identical decrease to that of student enrollment (1%). This suggests that the two data elements are positively correlated. In other words, as the number of sections goes up or down student enrollment follows in the same direction. The Business and Career Technical Education Division, when compared to the other academic divisions, cut the most sections over this three-year period.

Credit FTES, or Full-time Equivalent Students, over the same period was relatively unchanged, with an increase of less than 1%. Examining the top ten FTES generating disciplines at SCC provides evidence that FTES growth was focused on two of the three

major instructional divisions: the Mathematics and Science Division and the Arts, Humanities and Social Sciences Division. Eight of the top ten FTES generating disciplines that observed an increase over fall 2010 came from these two divisions.

The unduplicated headcount decreases while the FTES total remains relatively unchanged because these students are taking more courses and carrying higher unit loads than SCC students have in the past.

**SCC Student Headcount by Student Type (Fall Semesters 2008-2012)**



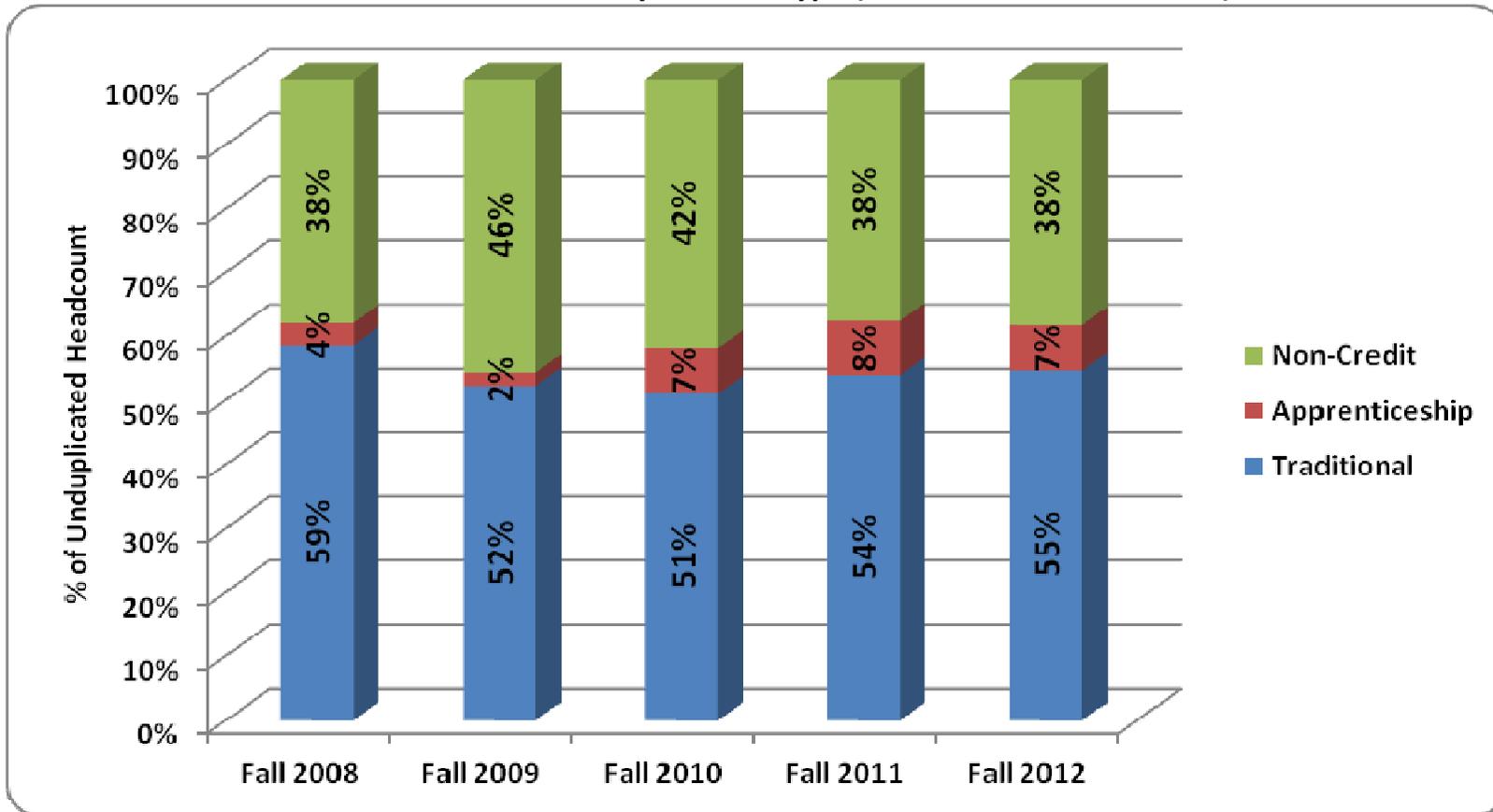
Notes: Data reflect headcounts as of third-week census dates.

Chart does not accurately reflect headcount totals for Apprenticeship students because apprenticeship courses may span multiple terms; therefore, headcount and FTES is counted in the term the course concludes rather than the term the course begins.

Fall 2009 is a transition semester to Datatel with possible data anomalies due to coding changes.

Source: Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics

**SCC Student Headcount by Student Type (Fall Semesters 2008-2012)**



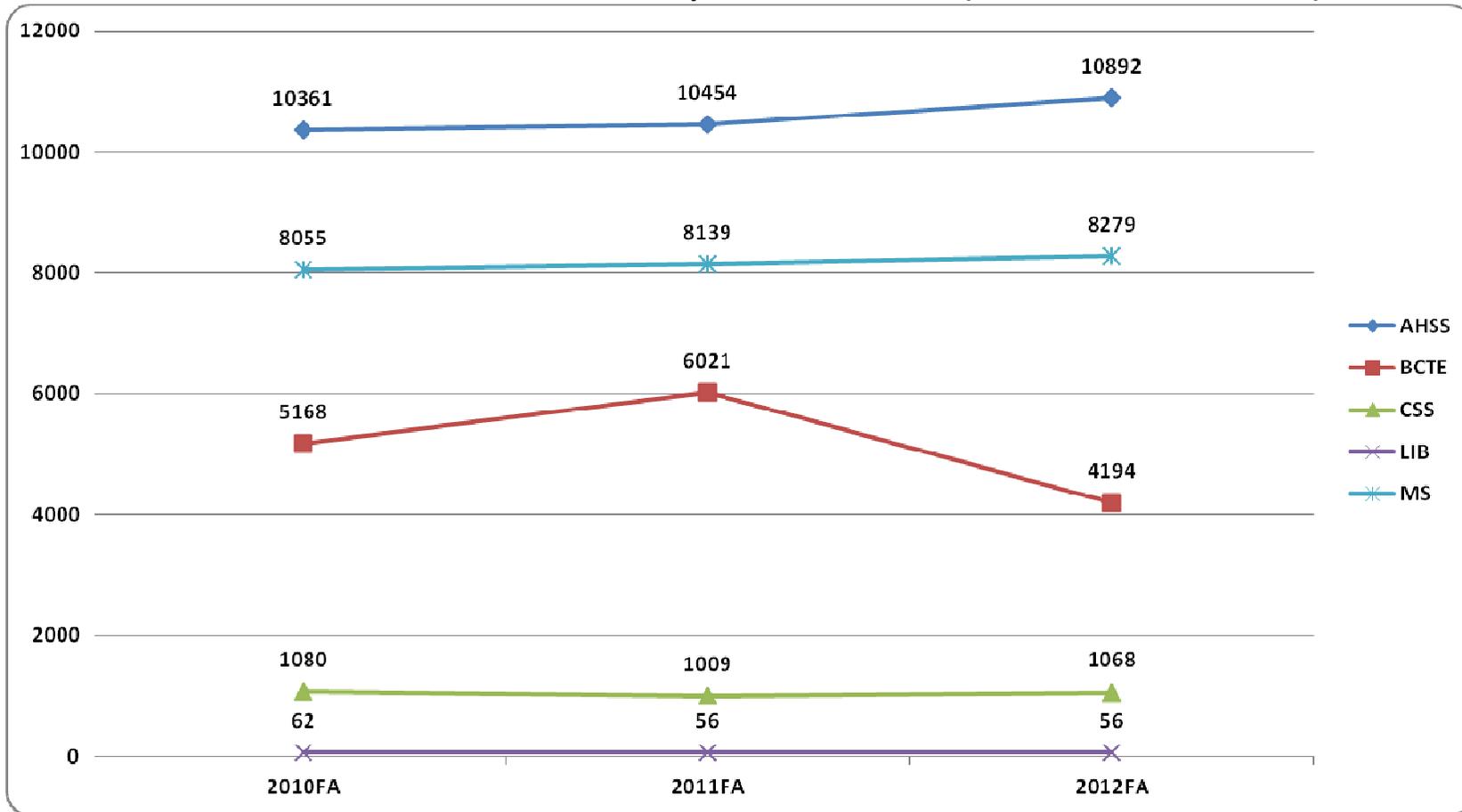
Notes: Data reflect headcounts as of third-week census dates.

Chart does not accurately reflect headcount totals for Apprenticeship students because apprenticeship courses may span multiple terms; therefore, headcount and FTES is counted in the term the course concludes rather than the term the course begins.

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Source: Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics

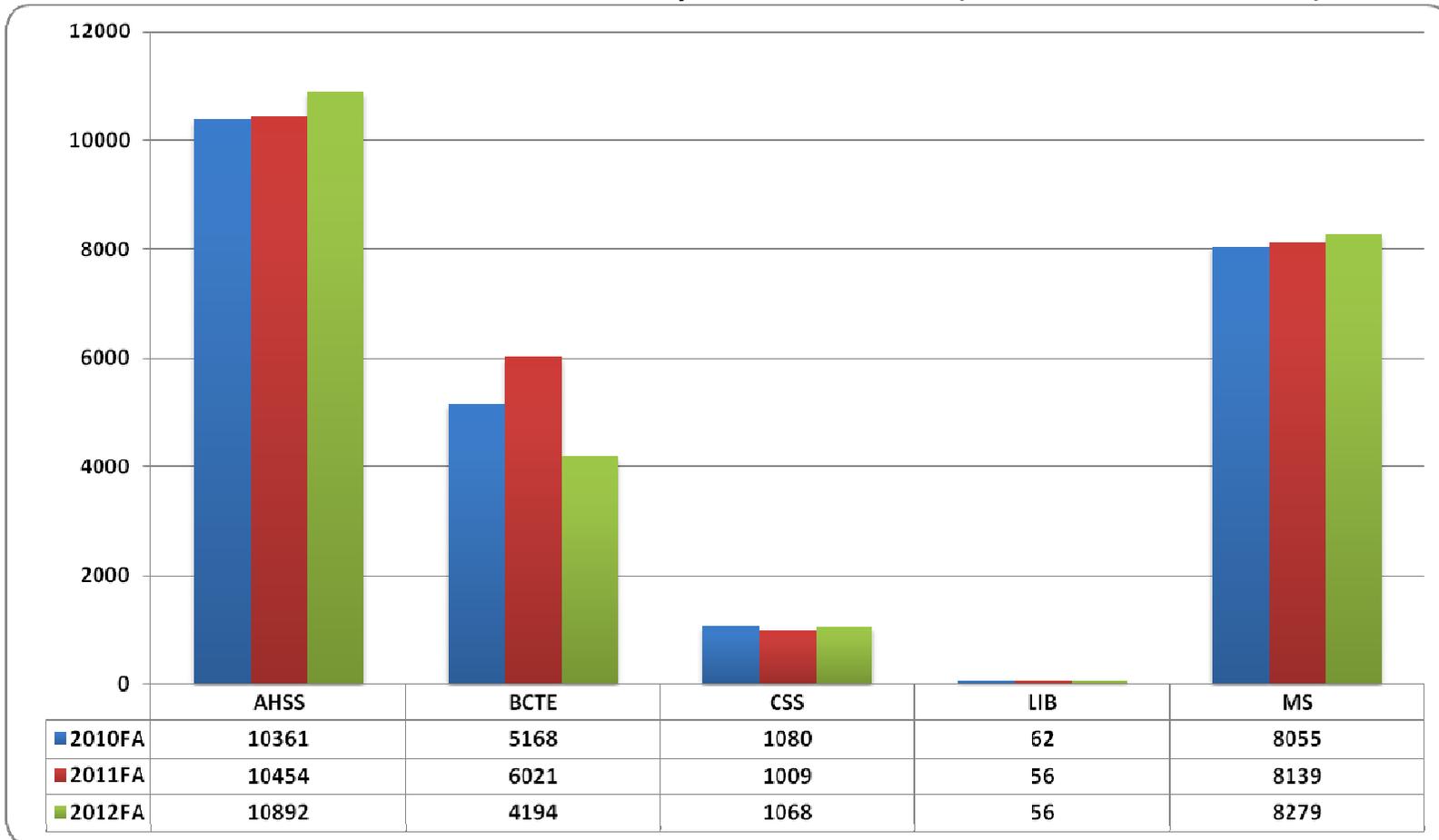
**SCC Credit Student Enrollment Counts by Academic Division (Fall Semesters 2010-2012)**



Notes: The BCTE Division reductions to headcount, enrollment, and FTES are due to a 50% reduction in Journeyman classes, elimination of the Barbering Apprenticeship Program and suspension of the Cosmetology Program.

Source: RSCCD Enrollment Management Tool

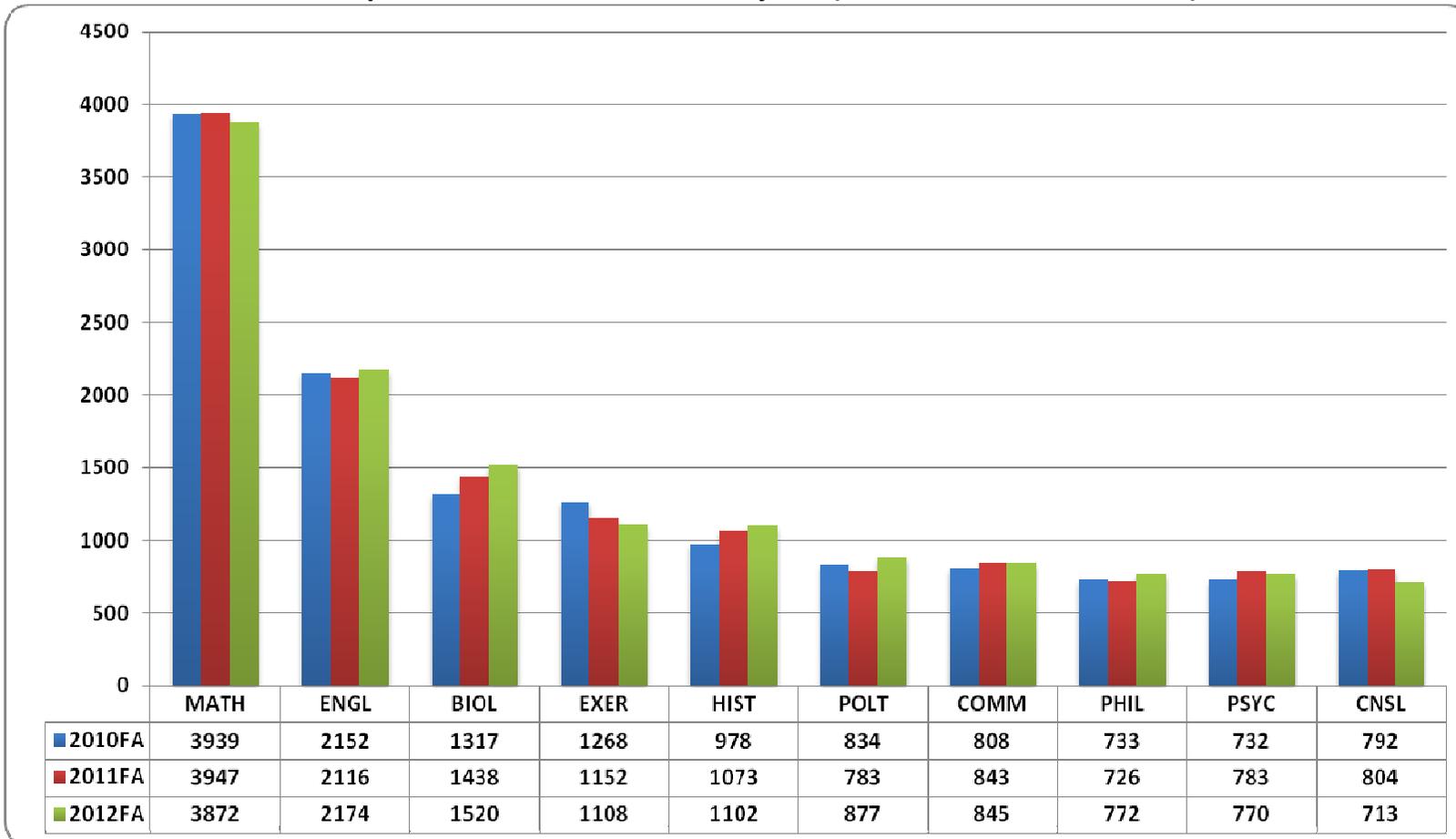
**SCC Credit Student Enrollment Counts by Academic Division (Fall Semesters 2010-2012)**



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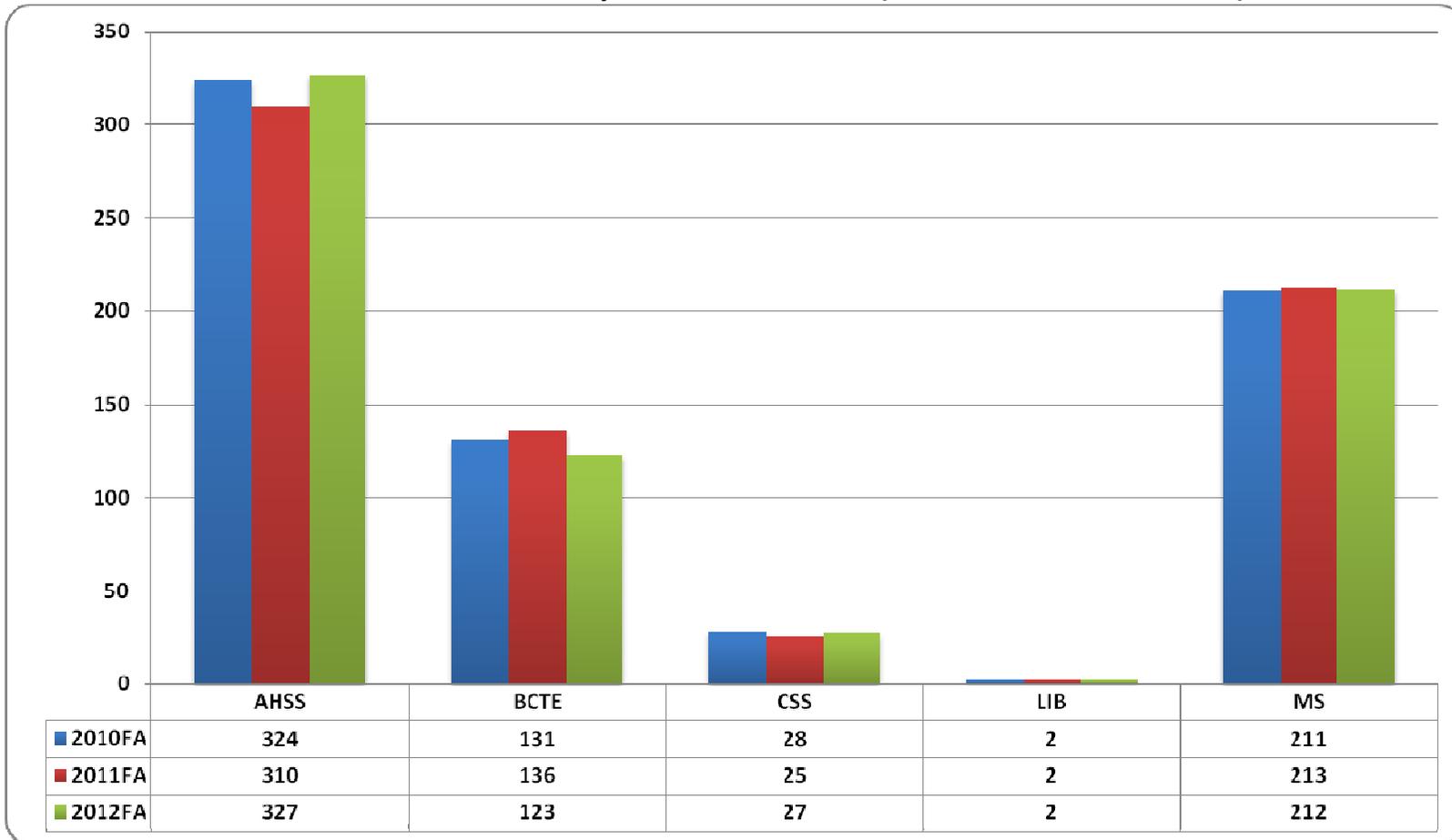
Source: RSCCD Enrollment Management Tool

**SCC Top Ten Enrolled for Credit Subjects (Fall Semesters 2010-2012)**



Source: RSCCD Enrollment Management Tool

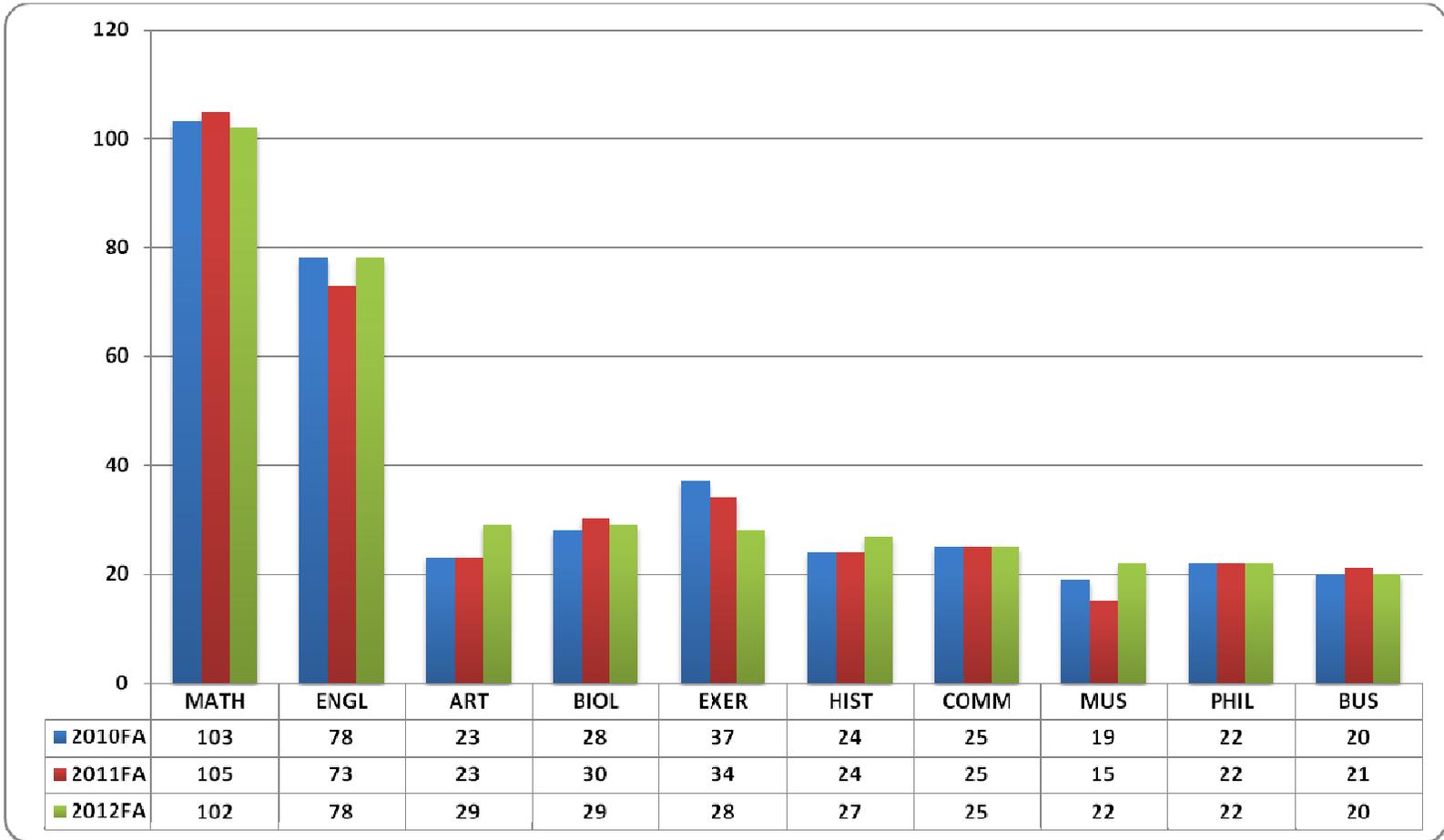
**SCC Credit Section Counts by Academic Division (Fall Semesters 2010-2012)**



Notes: The BCTE Division reductions to headcount, enrollment, and FTES are due to a 50% reduction in Journeyman classes, elimination of the Barbering Apprenticeship Program and suspension of the Cosmetology Program.

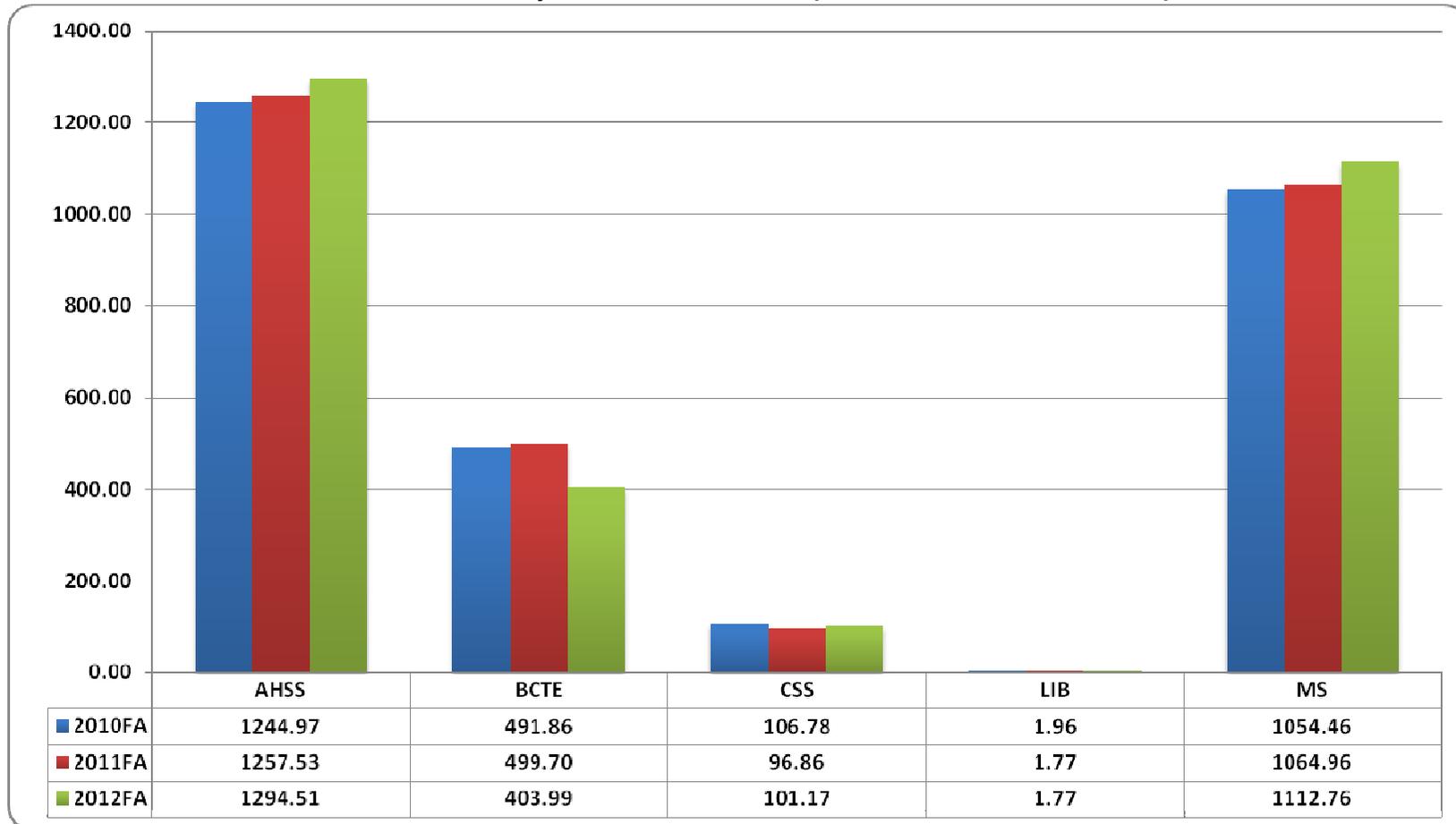
Source: RSCCD Enrollment Management Tool

**SCC Top Ten Section Counts for Credit Subject (Fall Semesters 2010-2012)**



Source: RSCCD Enrollment Management Tool

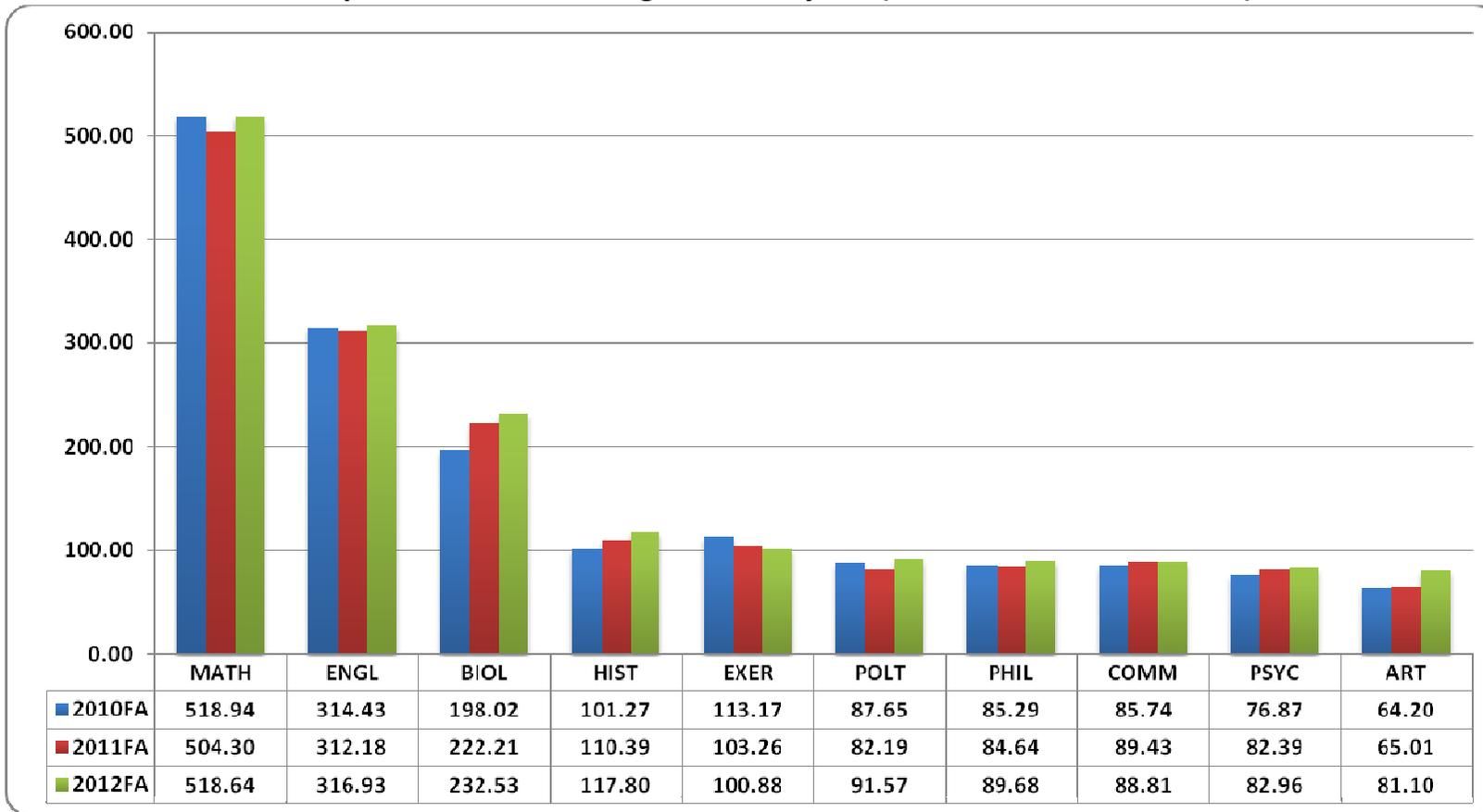
**SCC Credit FTES by Academic Division (Fall Semesters 2010-2012)**



*Notes: The BCTE Division reductions to headcount, enrollment, and FTES are due to a 50% reduction in Journeyman classes, elimination of the Barbering Apprenticeship Program and suspension of the Cosmetology Program.*

*Source: RSCCD Enrollment Management Tool*

**SCC Top Ten FTES Generating Credit Subjects (Fall Semesters 2010-2012)**



Source: RSCCD Enrollment Management Tool

## STUDENT DEMOGRAPHICS

At SCC, the three student types have divergent characteristics and demographic attributes. This suggests that the specific educational opportunities and pathways offered at SCC are appealing to different subsets of the local community.

Collectively, the three student types span the range of age groups. The majority of traditional students (64%) fall between ages 17 and 21, where traditional credit courses serve the youngest demographic at SCC. Apprenticeship programs have historically served the middle of the age spectrum with 63% of students enrolled falling between 22 and 39 years of age. Non-credit students tend to be older than the other student types, with the majority (40%) of non-credit students being 40 years of age or older.

The ethnic composition of SCC students across each of the student types is not as clustered as the age groups are. Traditional students and apprenticeship students share very similar ethnicity proportions and trends. The majority of these two subsets of students are Caucasian and Latino (close to 80% combined), with the Caucasian proportion decreasing approximately at the same rate that the Latino proportion increases. Non-credit students tend not to self-identify, but for those who do, the vast majority of non-credit students are Latino (70%).

Educational goals are distinctively different for traditional and apprenticeship students. While the majority of each of these student groups indicated that their educational goal was to achieve an associate's degree and transfer, 51% and 28% respectively, a greater proportion of apprenticeship students indicated that their educational goal was employment or vocational certificate related. Thus, for a larger portion of apprenticeship students, SCC may be the conclusion of their formal education. This type of data was not collected for non-credit students.

Gender composition among the three student types has remained consistent over the three-year window between fall 2010 and fall 2012. Traditional student gender proportions indicate more male students (52%) versus female students (48%). Non-credit student gender proportions indicate more female students (53%) versus male students (47%). Within the apprenticeship student group a notable difference in gender proportions exists. The majority of apprenticeship students are male, although just two years prior the two proportions were nearly equal. The recent increase in the male proportion, or decrease in female proportion, may be directly related to the loss of the cosmetology program, which had a considerable female student population.

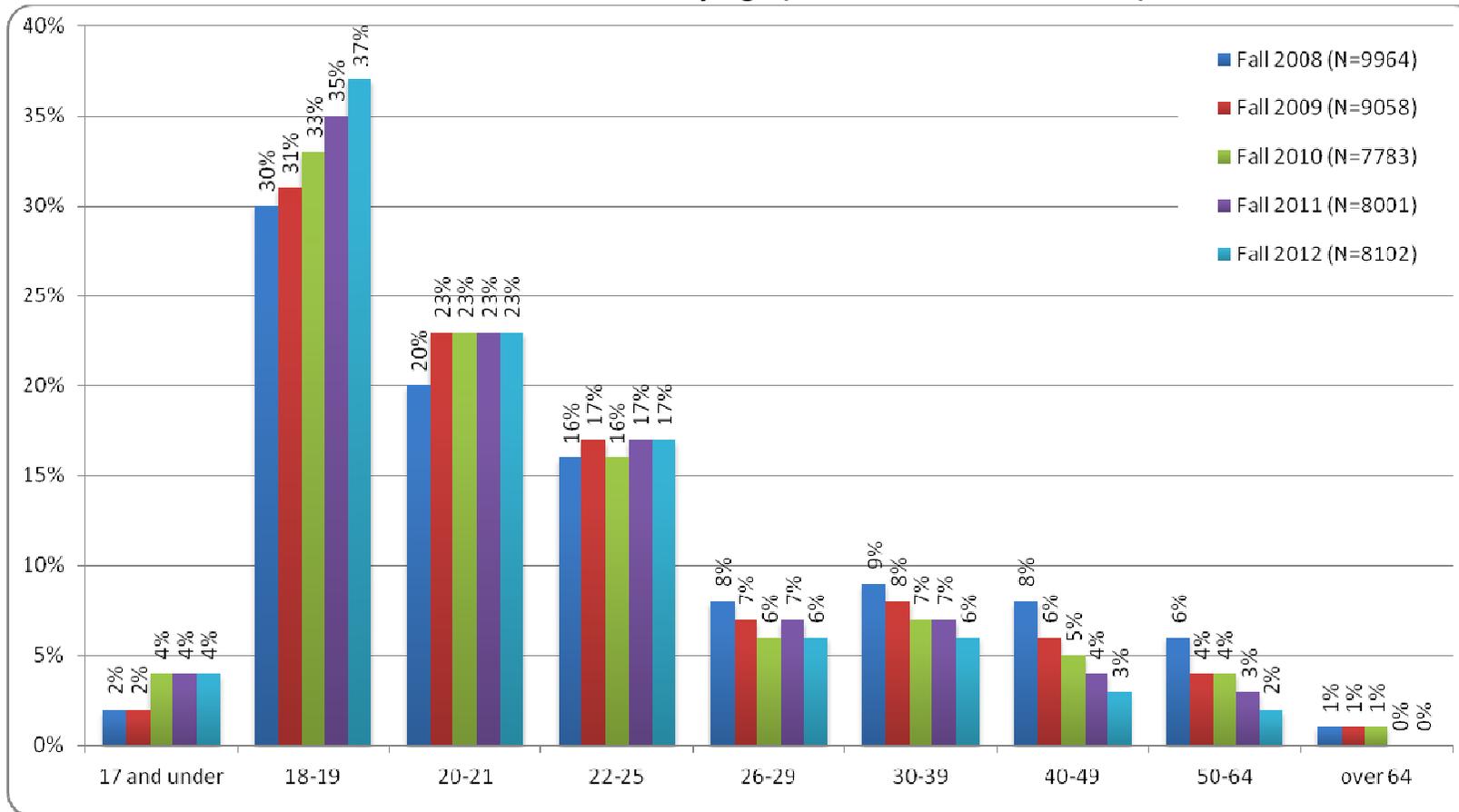
Traditional students prefer day classes over evening classes. Only 21% of traditional students exclusively attend classes at night, while nearly 40% of students in this group have a blended schedule with classes both during the day and at night. For apprenticeship and non-credit students, these data are not as widely available since course scheduling is not as regimented as it is with traditional credit courses.

Traditional and apprenticeship students are both overwhelmingly “continuing” students, with proportions of 61% and 62% respectively. The difference between the two student groups is apparent in the “first-time” student proportions and “returning/returning transfer” proportions. Traditional students have a higher proportion of first-time students, while apprenticeship students have a higher proportion of returning/returning transfer students. These data suggest that for first-time students, traditional educational pathways may be more appealing than non-traditional pathways. This type of data was not collected for non-credit students.

Over 90% of traditional and apprenticeship students are U.S. citizens, with the remainder of each of these student groups self identifying as immigrant, holding a student visa, or “other.” Non-credit students have a large proportion (32%) that self identify as “other.” The citizenship status percentages for non-credit students represent only 61% of the total number of non-credit students, as 39% of non-credit students did not report their citizenship status to SCC.

High school yields over the last five years have remained relatively consistent, with El Modena and Villa Park High Schools leading in yield rates for the last four reported years. Nearly one half (46%) of El Modena High School graduates continue their education at Santiago Canyon College. Not surprising, El Modena High School is located within the same ZIP code as Santiago Canyon College. This zip code (92869) is second among the top ten feeder ZIP codes for first-time freshman to SCC. The leading feeder ZIP code for first-time freshman is also an Orange ZIP code and yielded 180 first-time freshmen in the fall of 2010.

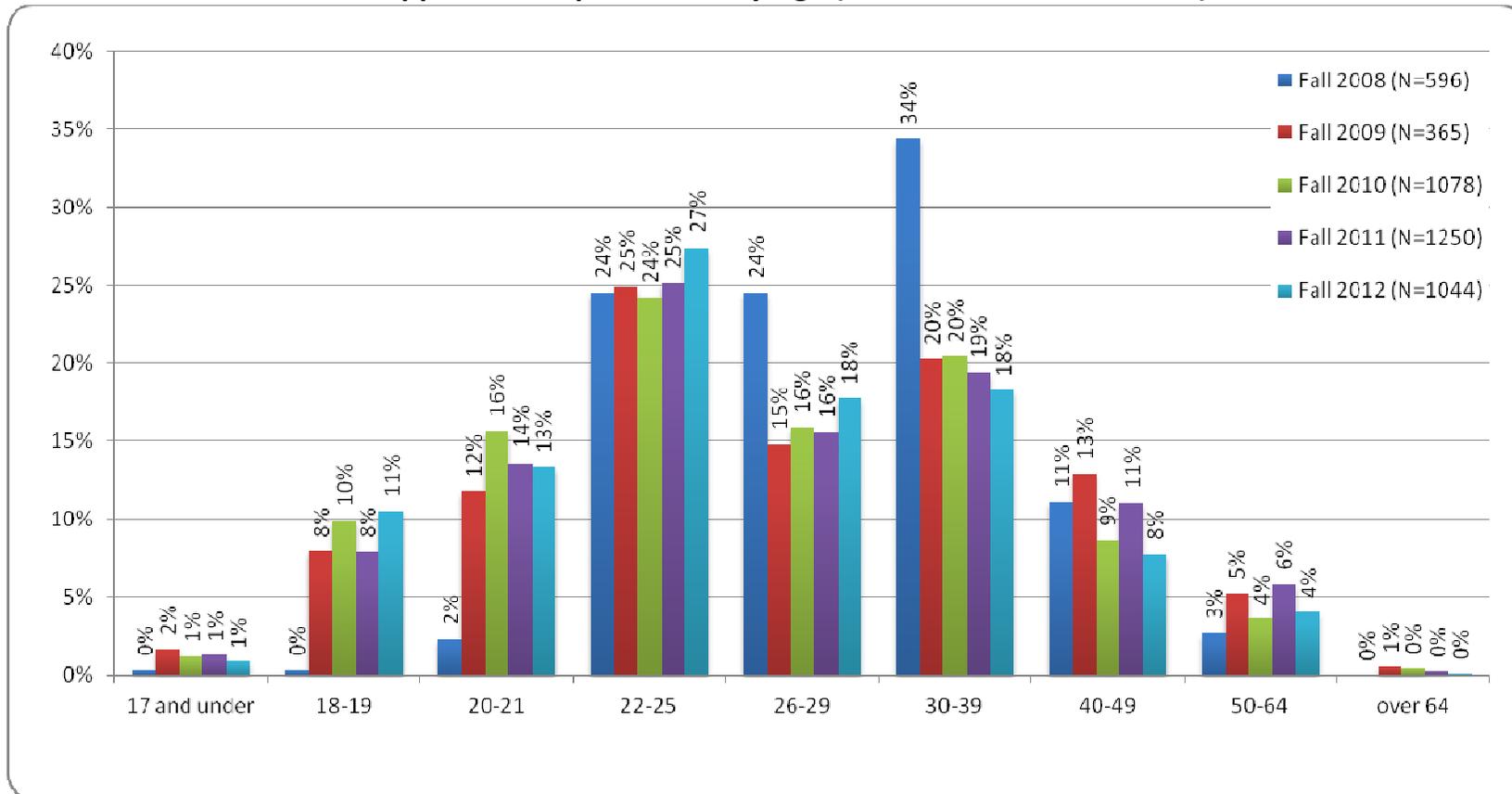
**SCC Traditional Students by Age (Fall Semesters 2008-2012)**



*Note: Fall 2009 is a transition semester to Datatel with possible data anomalies due to coding changes.*

*Source: Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

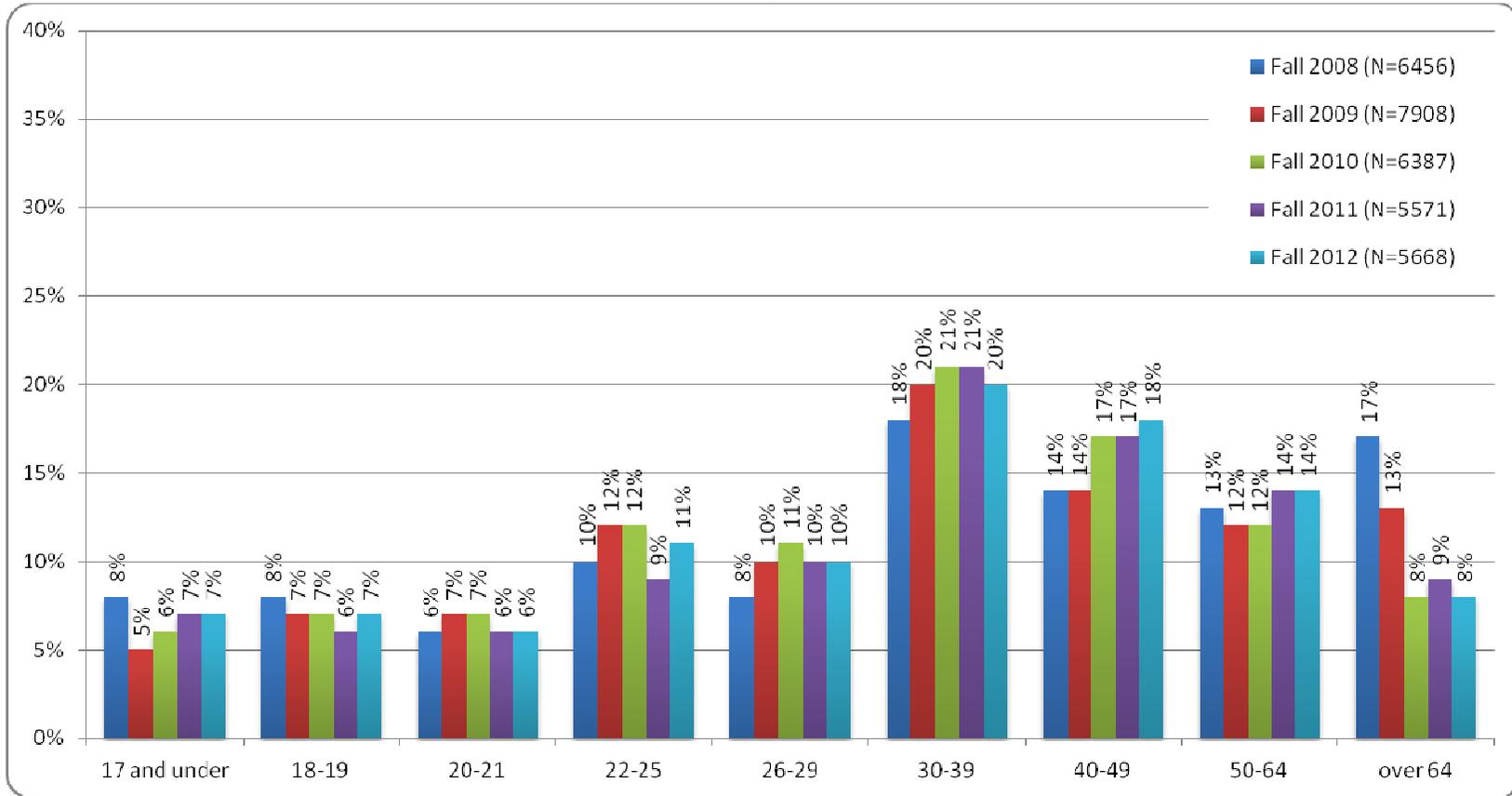
**SCC Apprenticeship Students by Age (Fall Semesters 2008-2012)**



Note: Fall 2009 is a transition semester to Datatel with possible data anomalies due to coding changes.

Source: Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics

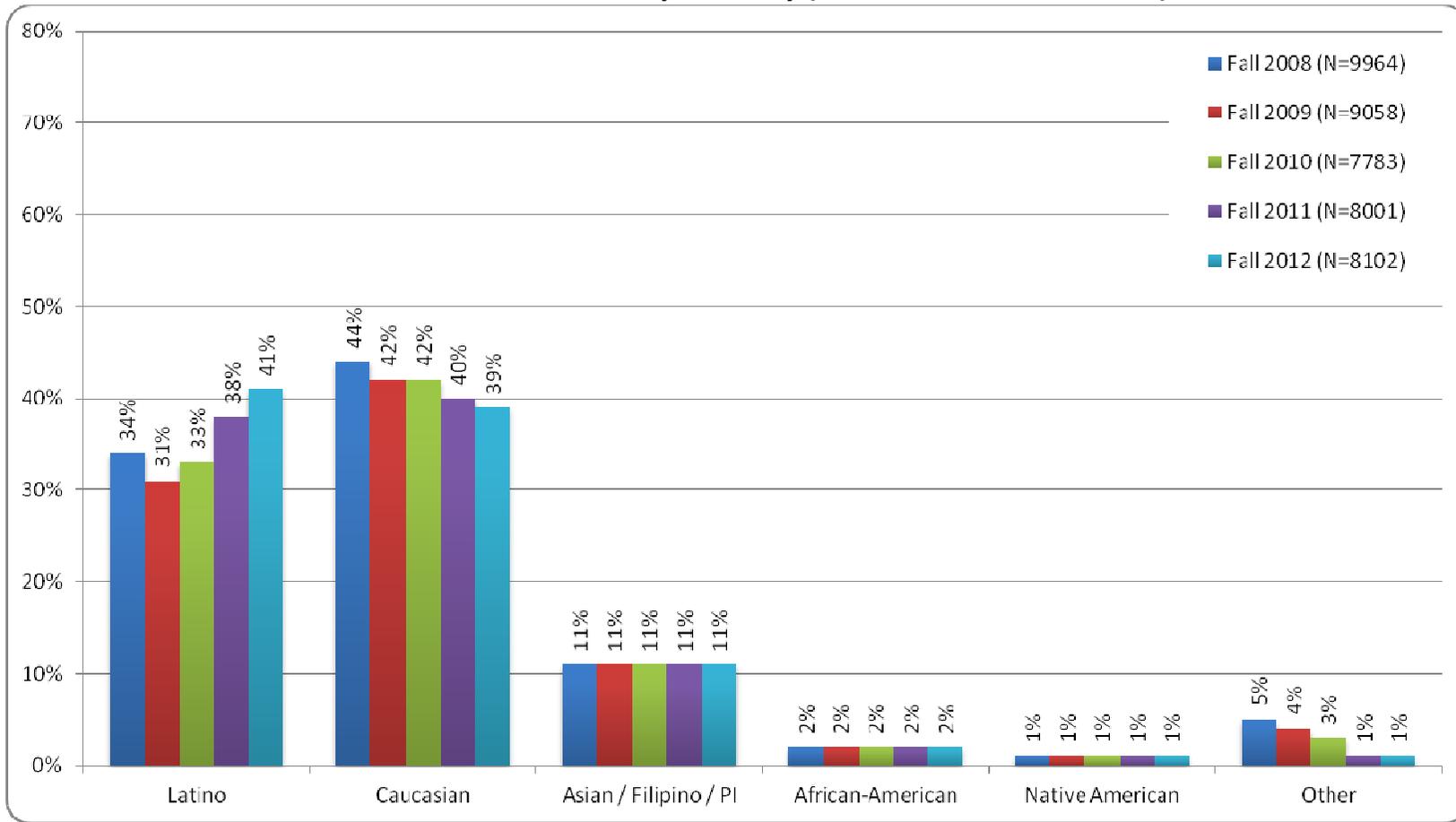
**SCC Non-Credit Students by Age (Fall Semesters 2008-2012)**



*Note: Fall 2009 is a transition semester to Datatel with possible data anomalies due to coding changes.*

*Source: Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

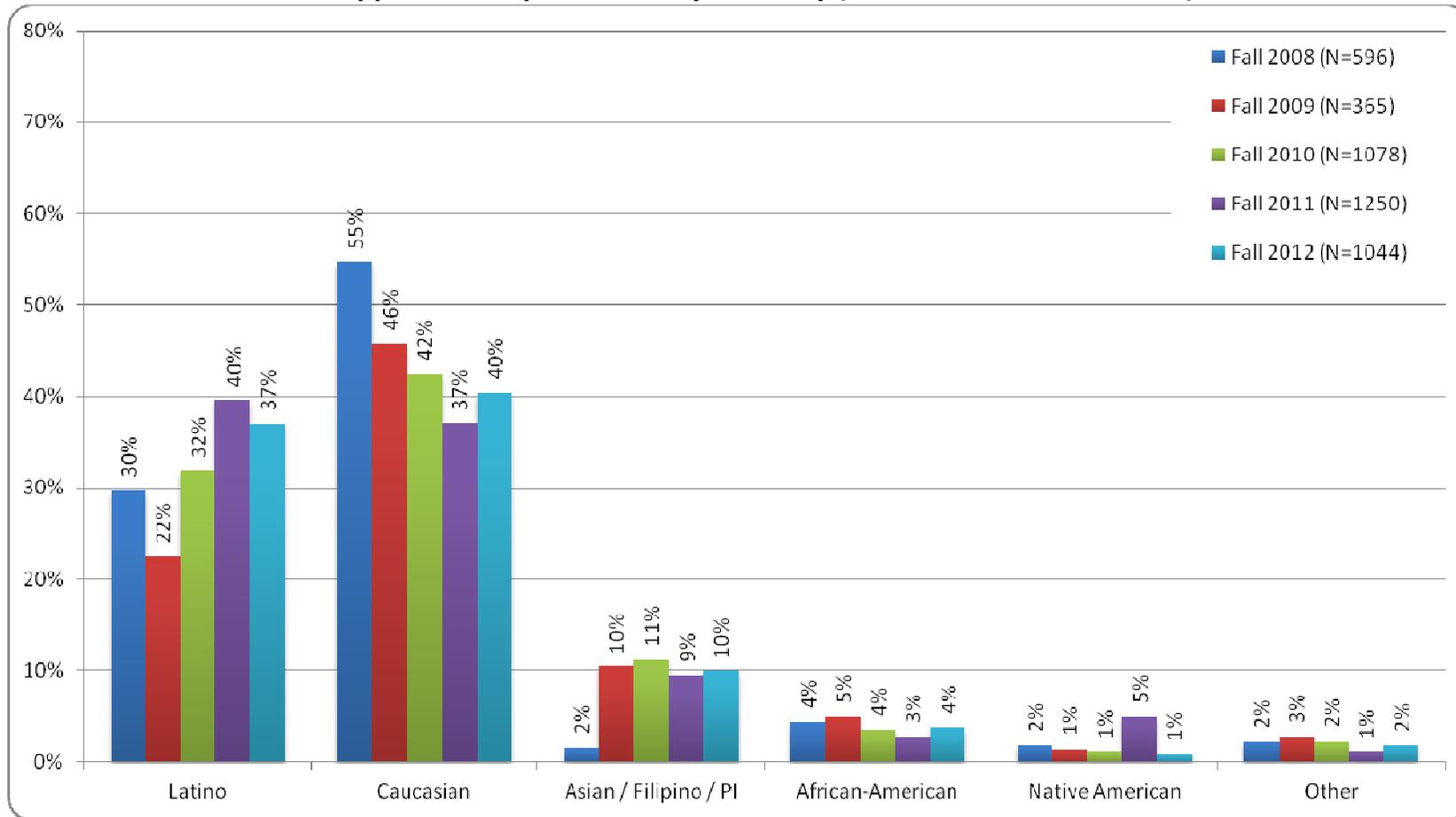
**SCC Traditional Students by Ethnicity (Fall Semesters 2008-2012)**



*Note: Fall 2009 is a transition semester to Datatel with possible data anomalies due to coding changes.*

*Source: Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

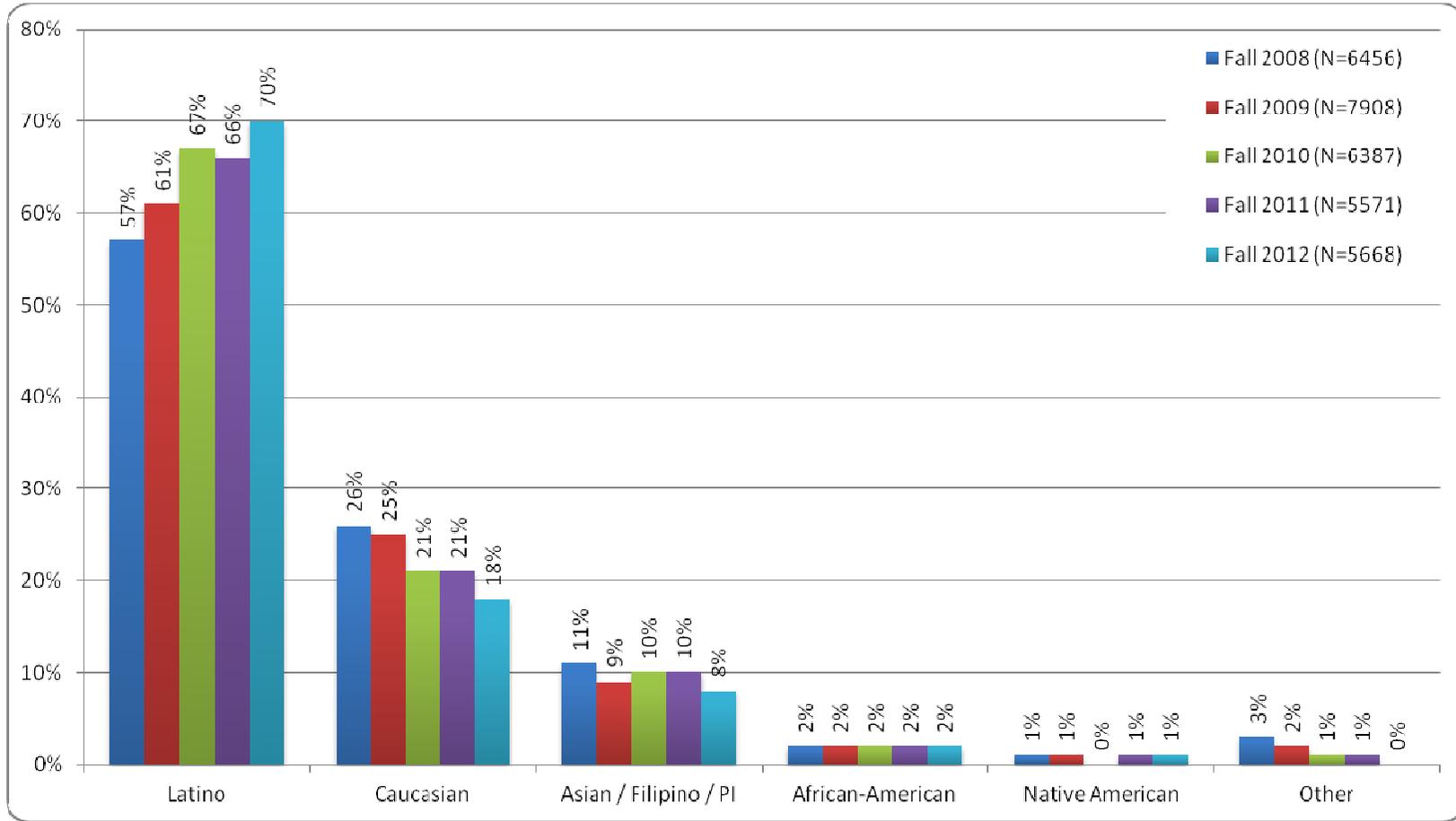
**SCC Apprenticeship Students by Ethnicity (Fall Semesters 2008-2012)**



*Note: Fall 2009 is a transition semester to Datatel with possible data anomalies due to coding changes.*

*Source: Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

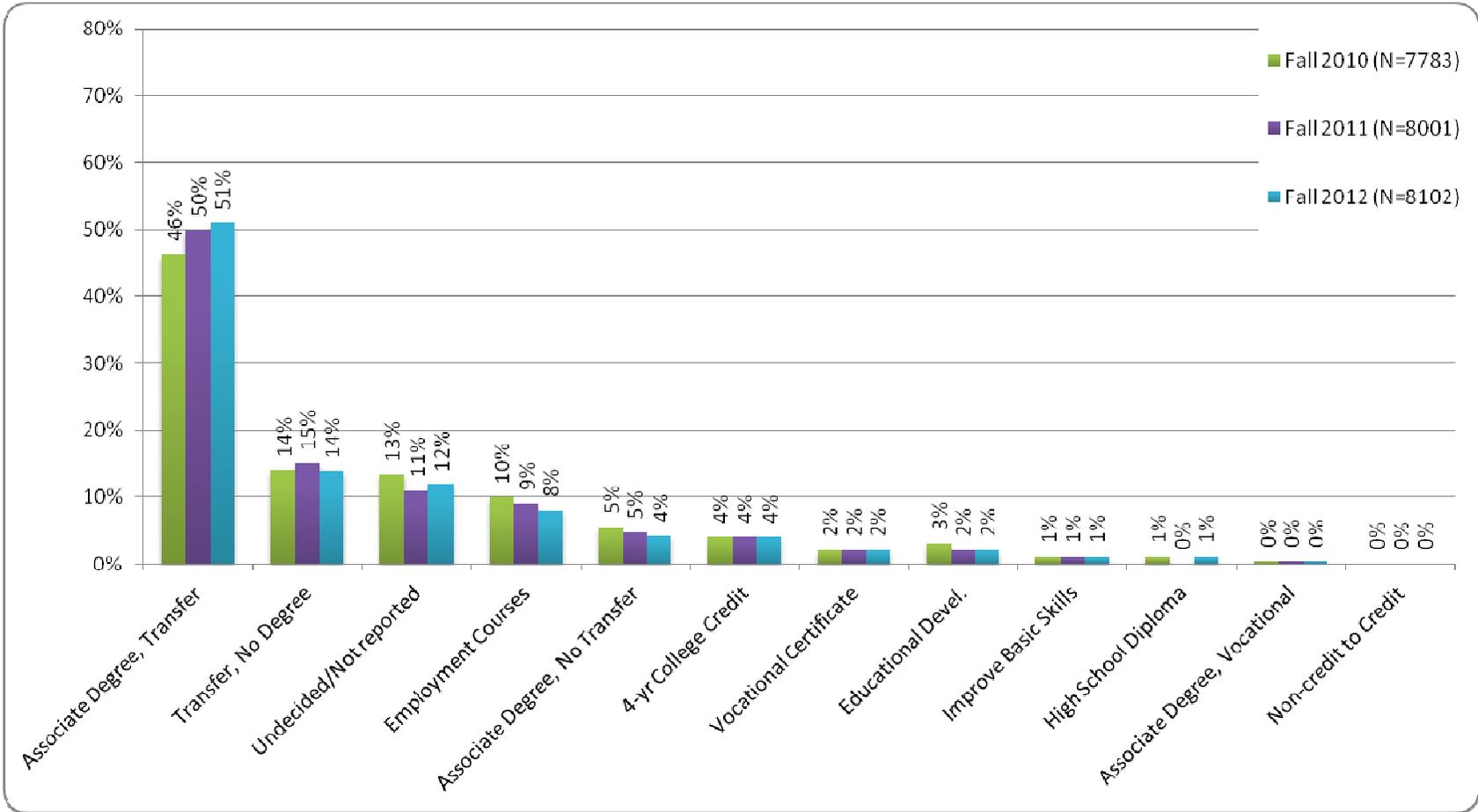
**SCC Non-Credit Students by Ethnicity (Fall Semesters 2008-2012)**



*Note: Fall 2009 is a transition semester to Datatel with possible data anomalies due to coding changes.*

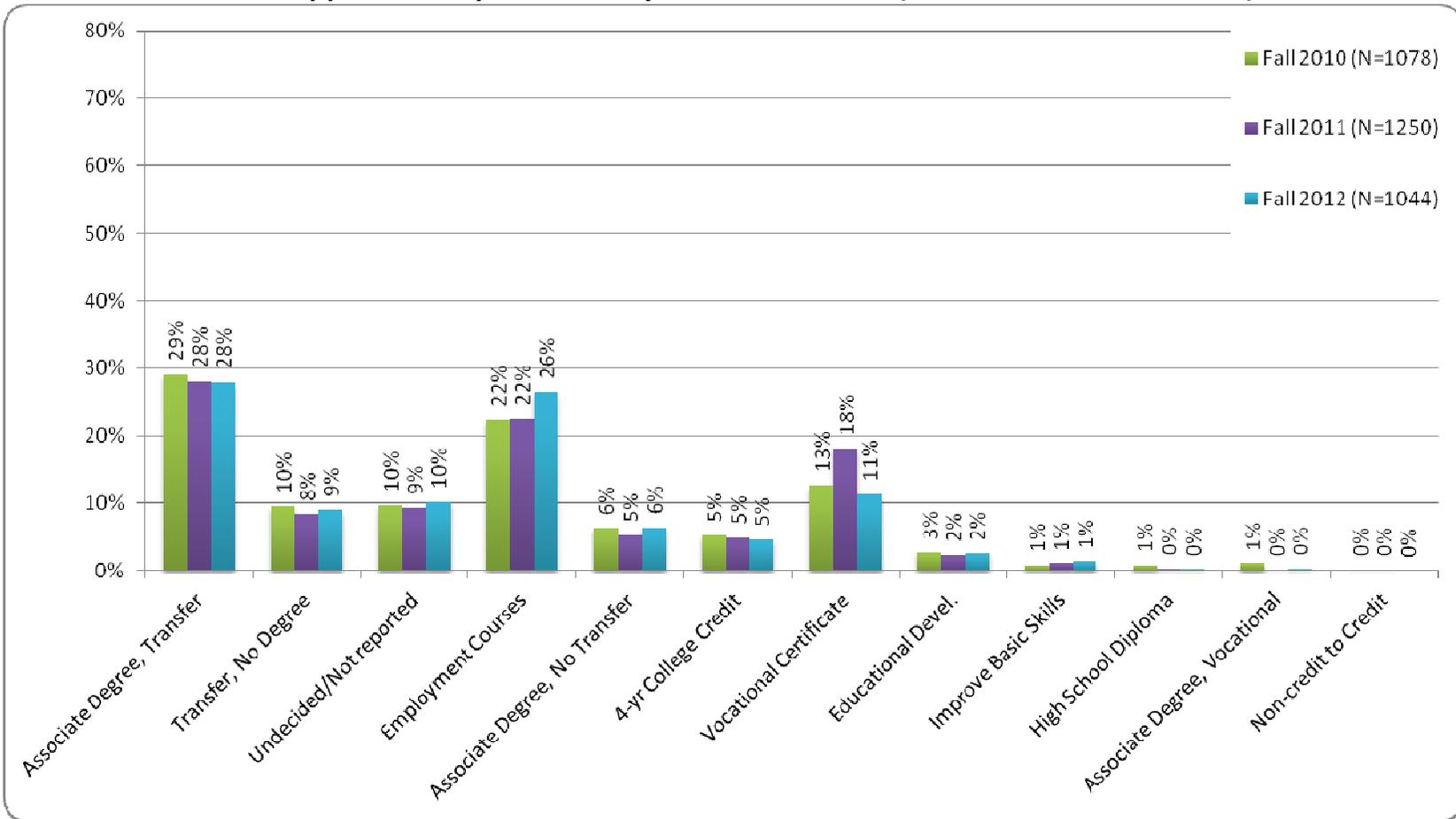
*Source: Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

### SCC Traditional Students by Educational Goal (Fall Semesters 2010-2012)



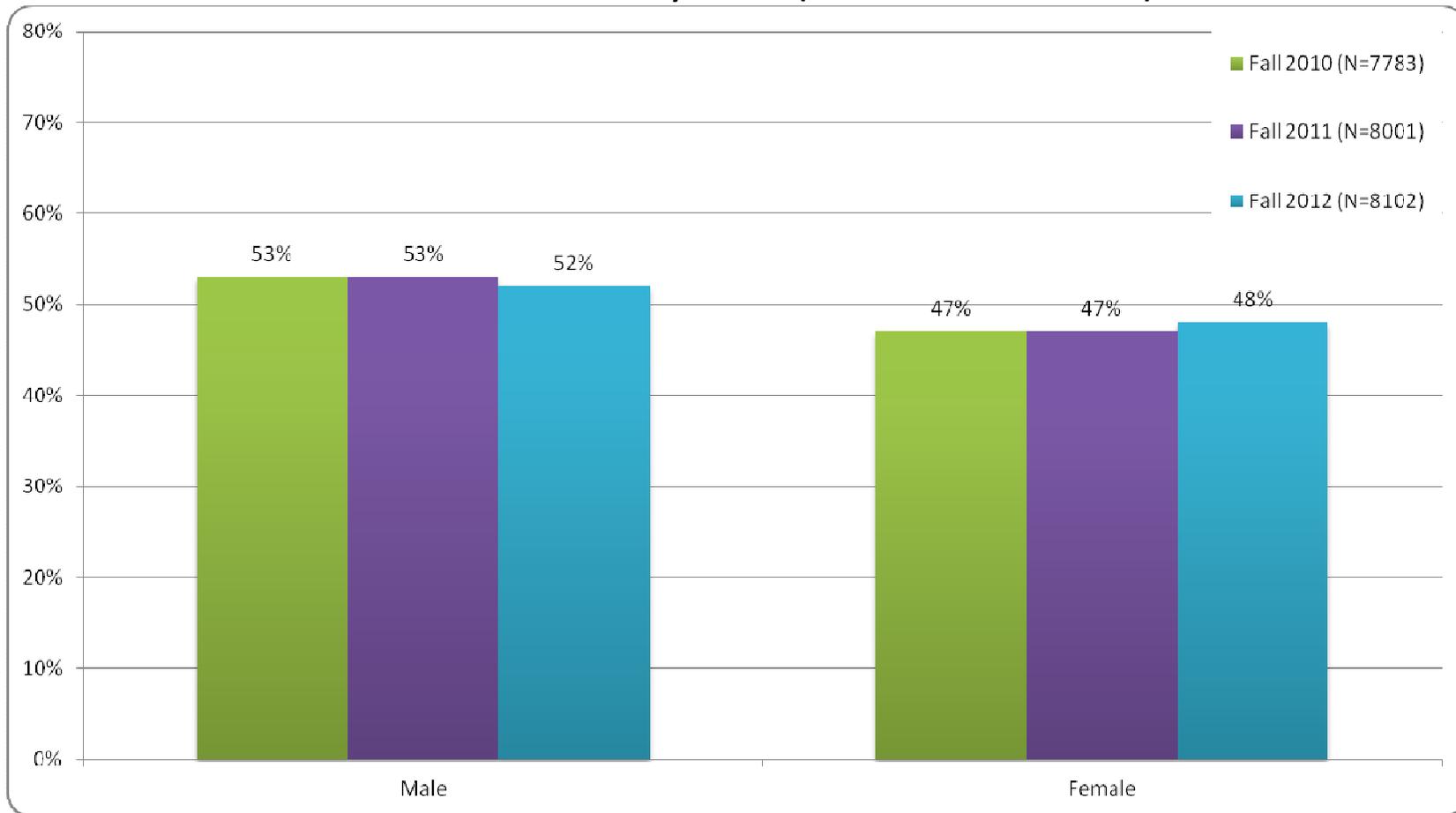
Source: *Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

### SCC Apprenticeship Students by Educational Goal (Fall Semesters 2010-2012)



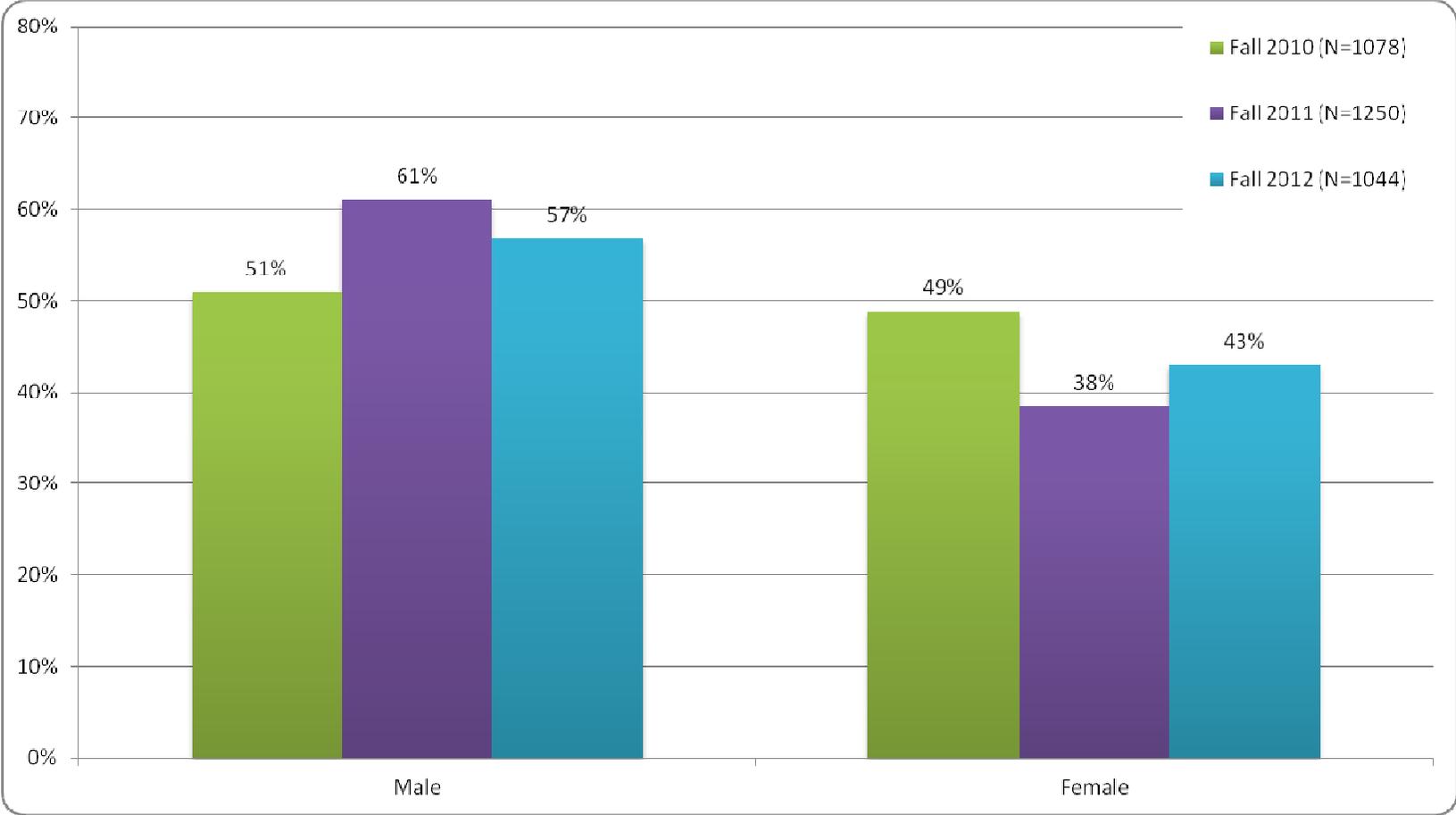
Source: *Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

**SCC Traditional Students by Gender (Fall Semesters 2010-2012)**



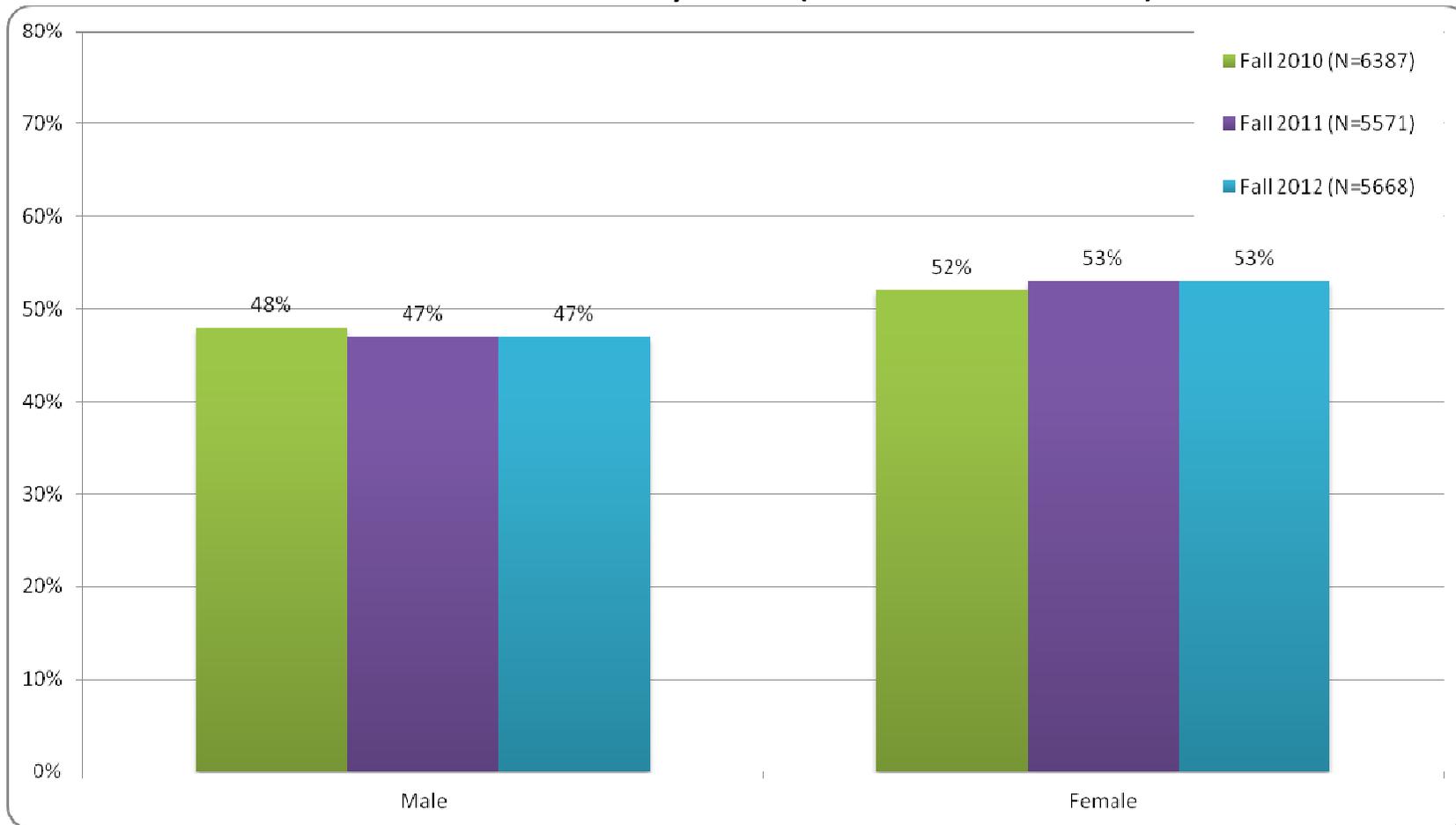
Source: *Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

**SCC Apprenticeship Students by Gender (Fall Semesters 2010-2012)**



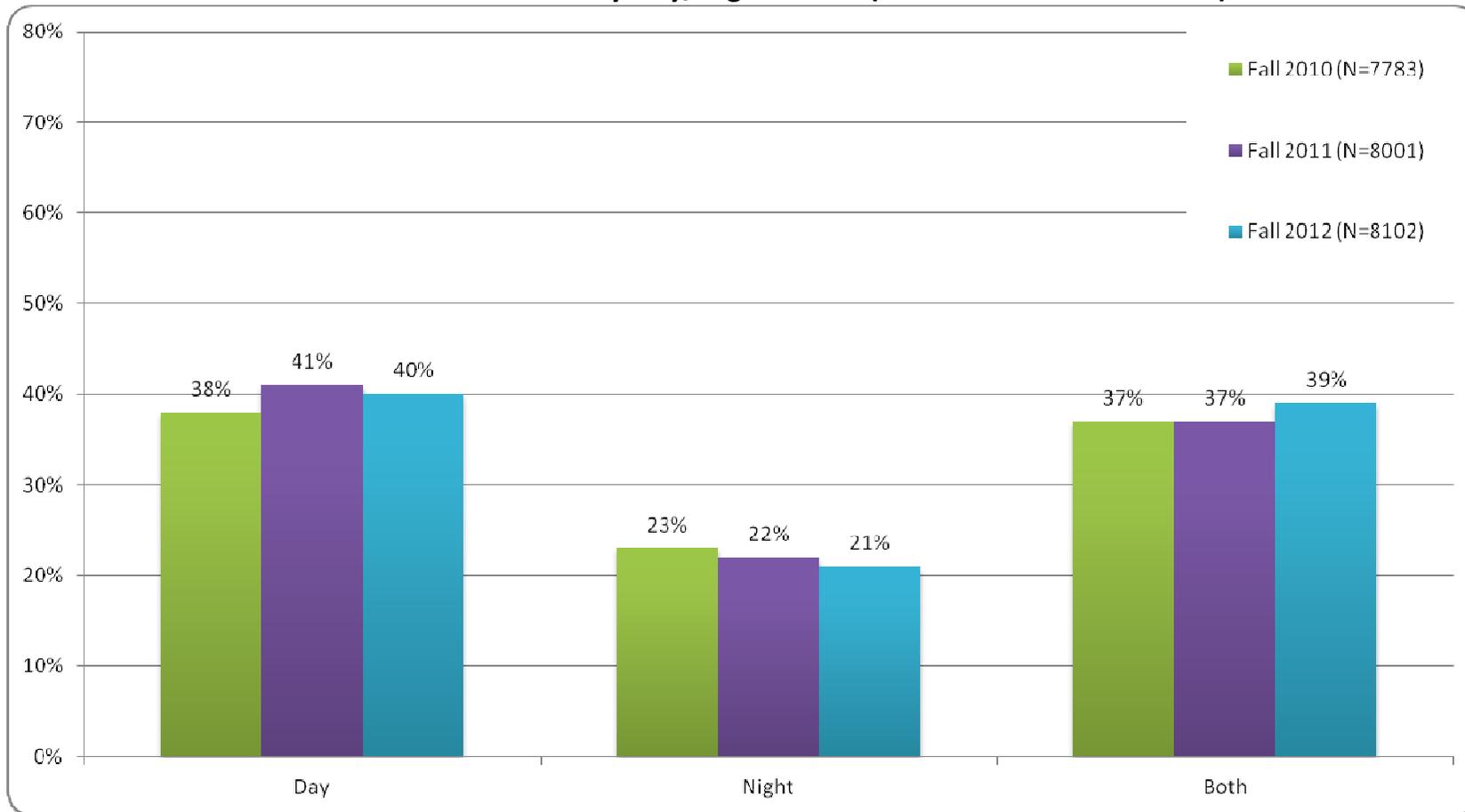
Source: *Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

SCC Non-Credit Students by Gender (Fall Semesters 2010-2012)



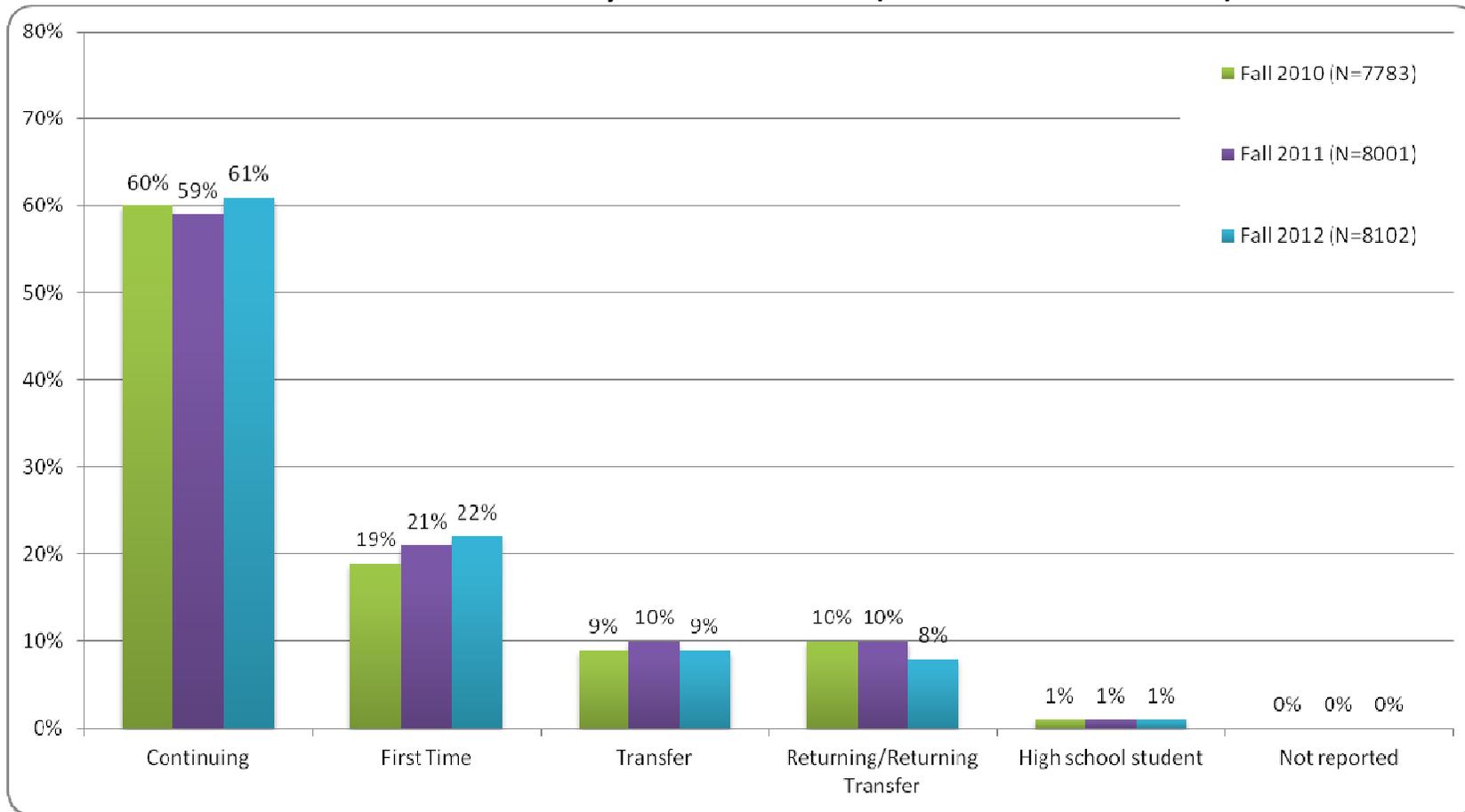
Source: *Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

**SCC Traditional Students by Day/Night Status (Fall Semesters 2010-2012)**



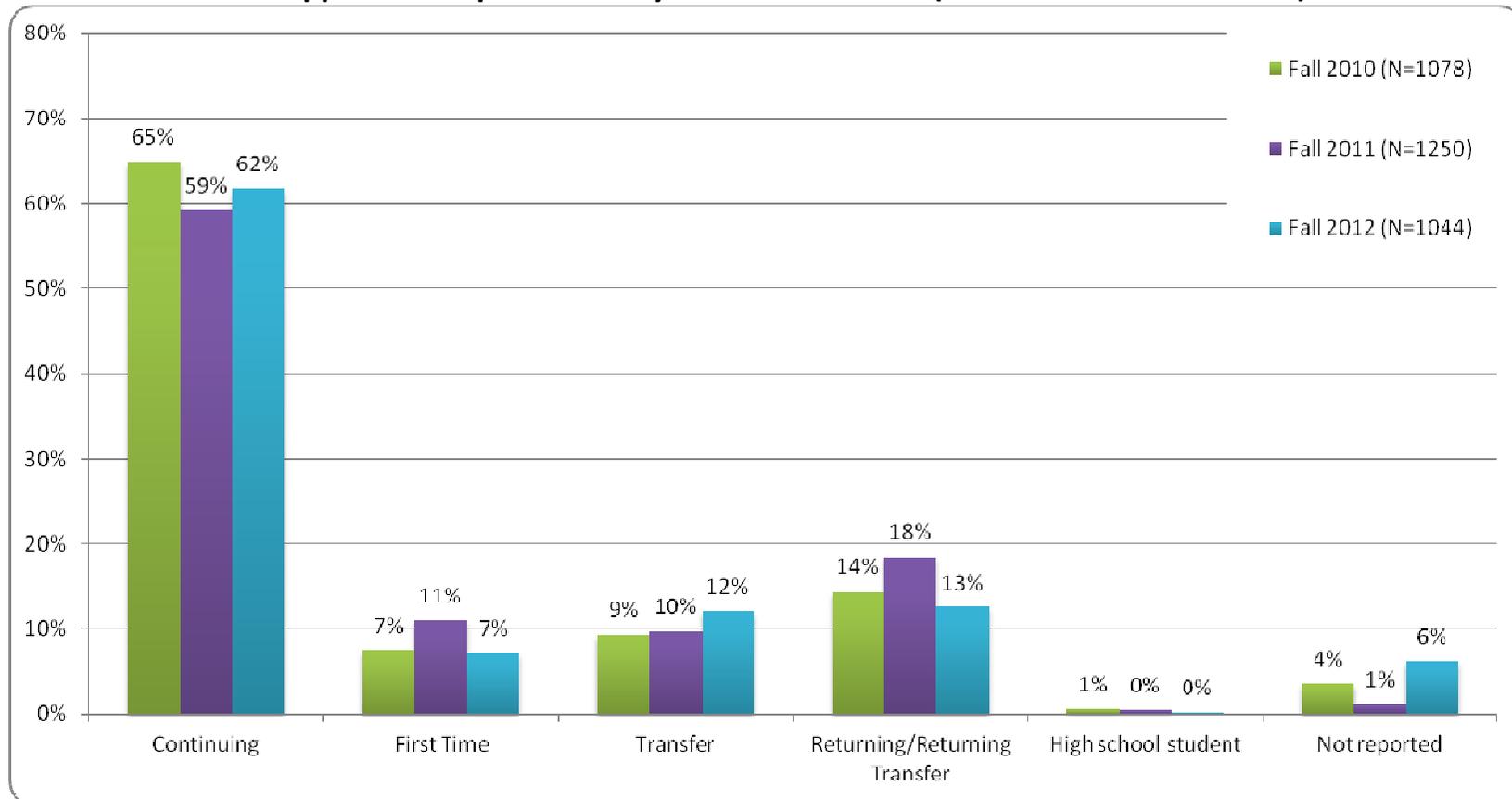
Source: *Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

### SCC Traditional Students by Enrollment Status (Fall Semesters 2010-2012)



Source: *Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

### SCC Apprenticeship Students by Enrollment Status (Fall Semesters 2010-2012)



Source: *Fall 2008 – Fall 2012 RSCCD Enrollment Trends and Student Characteristics*

### Yield of Top 10 Feeder High Schools Attended by SCC First-Time Freshmen New HS Graduates (17-19 yrs old)

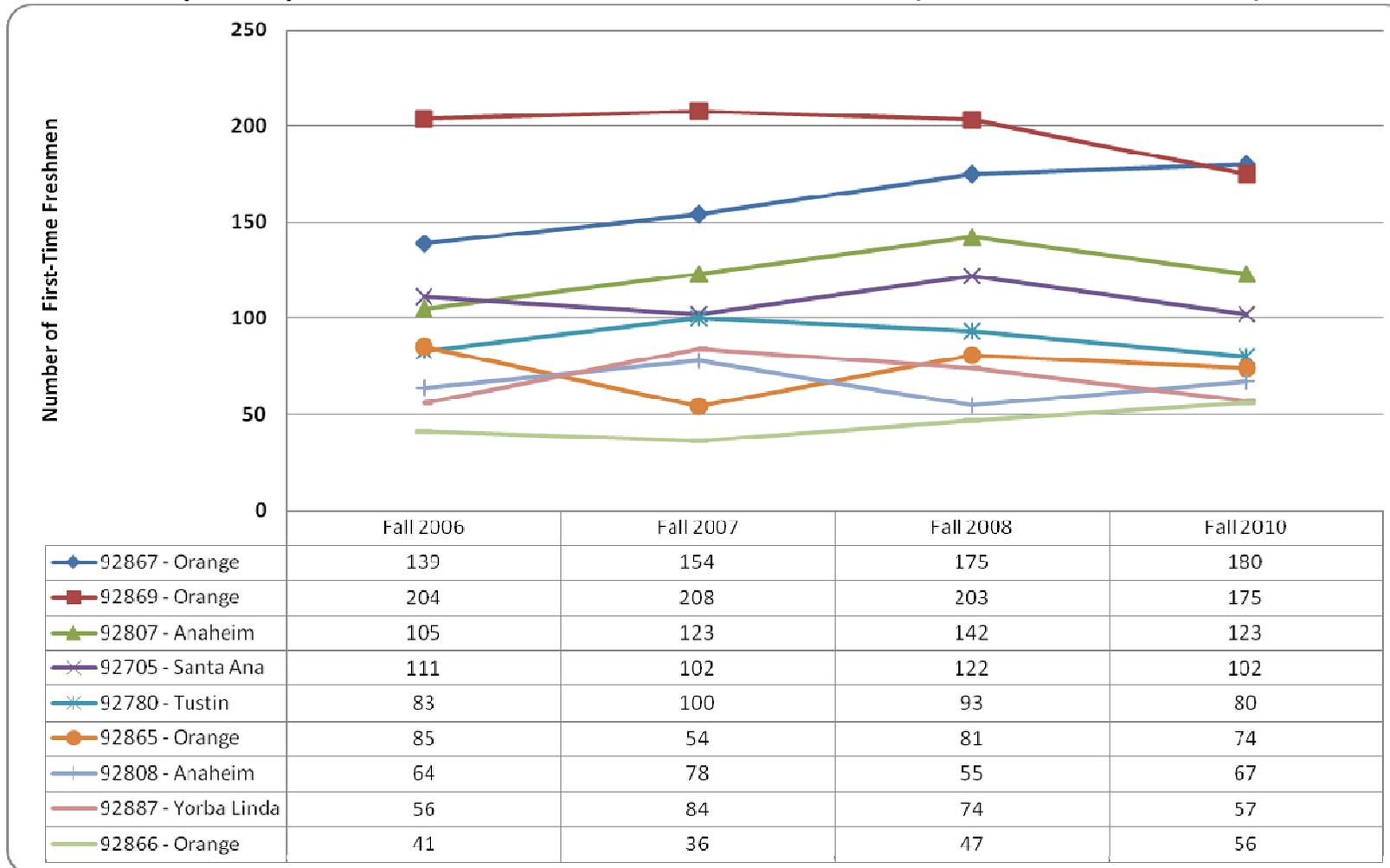
Fall 2007			Fall 2008			Fall 2009		Fall 2010			Fall 2011		
High School	Count	% Yield	High School	Count	% Yield			High School	Count	% Yield	High School	Count	% Yield
El Modena HS	171	37%	El Modena HS	176	37%			El Modena HS	176	38%	El Modena HS	224	46%
Esperanza HS	128	18%	Villa Park HS	174	33%			Villa Park HS	157	27%	Villa Park HS	138	26%
Orange HS	122	28%	Orange HS	133	29%			Canyon HS	121	23%	Canyon HS	135	25%
Canyon HS	117	23%	Canyon HS	118	21%			Esperanza HS	110	15%	Esperanza HS	130	18%
Villa Park HS	115	24%	Esperanza HS	111	15%			Orange HS	110	23%	Orange HS	104	25%
Foothill HS	83	21%	Foothill HS	99	25%			Foothill HS	78	16%	El Dorado HS	92	15%
Tustin HS	51	13%	Valencia HS	51	10%			Unknown	64	-	Foothill HS	81	17%
Valencia HS	41	8%	Orange Lutheran HS	39	13%			El Dorado HS	58	10%	Valencia HS	49	10%
Orange Lutheran HS	36	13%	Beckman HS	37	8%			Beckman HS	39	8%	Unknown	49	-
Riverside Co. HSs	30	-	El Dorado HS	36	6%			Valencia HS	37	7%	Beckman HS	36	7%

Source: MIS Database and California Basic Educational Data System (CBEDS)

Notes:

- 1) In Fall 2009 due to conversion to Datatel, the student enrollment status was not coded; thus, first-time freshmen cannot be identified in the MIS database.
- 2) Yield is the percent of all graduates from a high school who enrolled at SCC the Fall semester immediately after graduation.
- 3) Data include SCC first-time freshmen (17-19 years old only) actively enrolled in credit courses (excluding Apprenticeship)

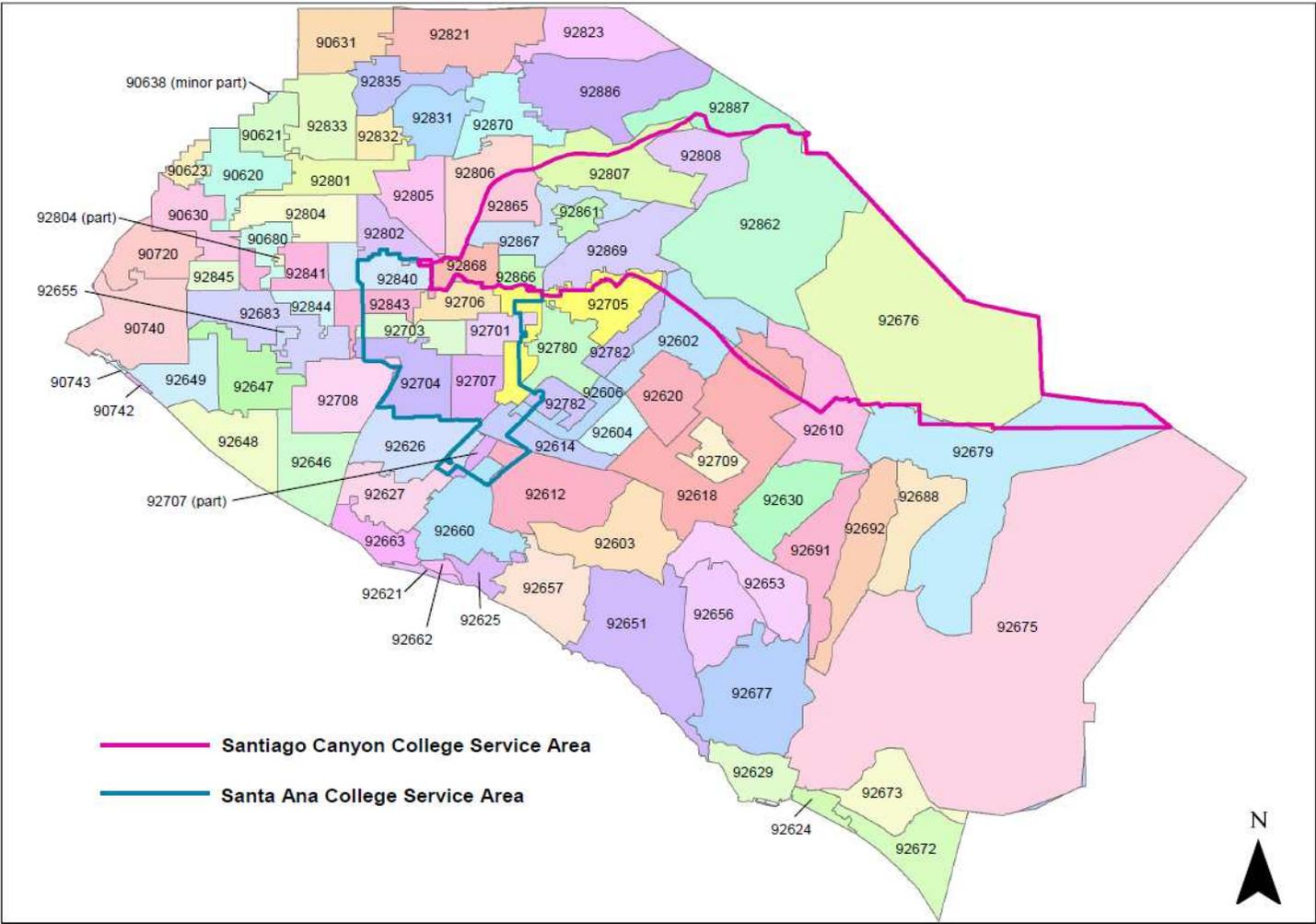
**Top Ten Zip Codes Where SCC First-Time Freshmen Reside (Fall Semesters 2006-2010)**



Source: MIS Database

Note: In Fall 2009, due to conversion to Datatel, the student enrollment status was not coded; thus, first-time freshmen cannot be identified in the MIS database.

# RSCCD Service Area



4.16 (48)

Source: RSCCD Research Department

## STUDENT ACHIEVEMENT

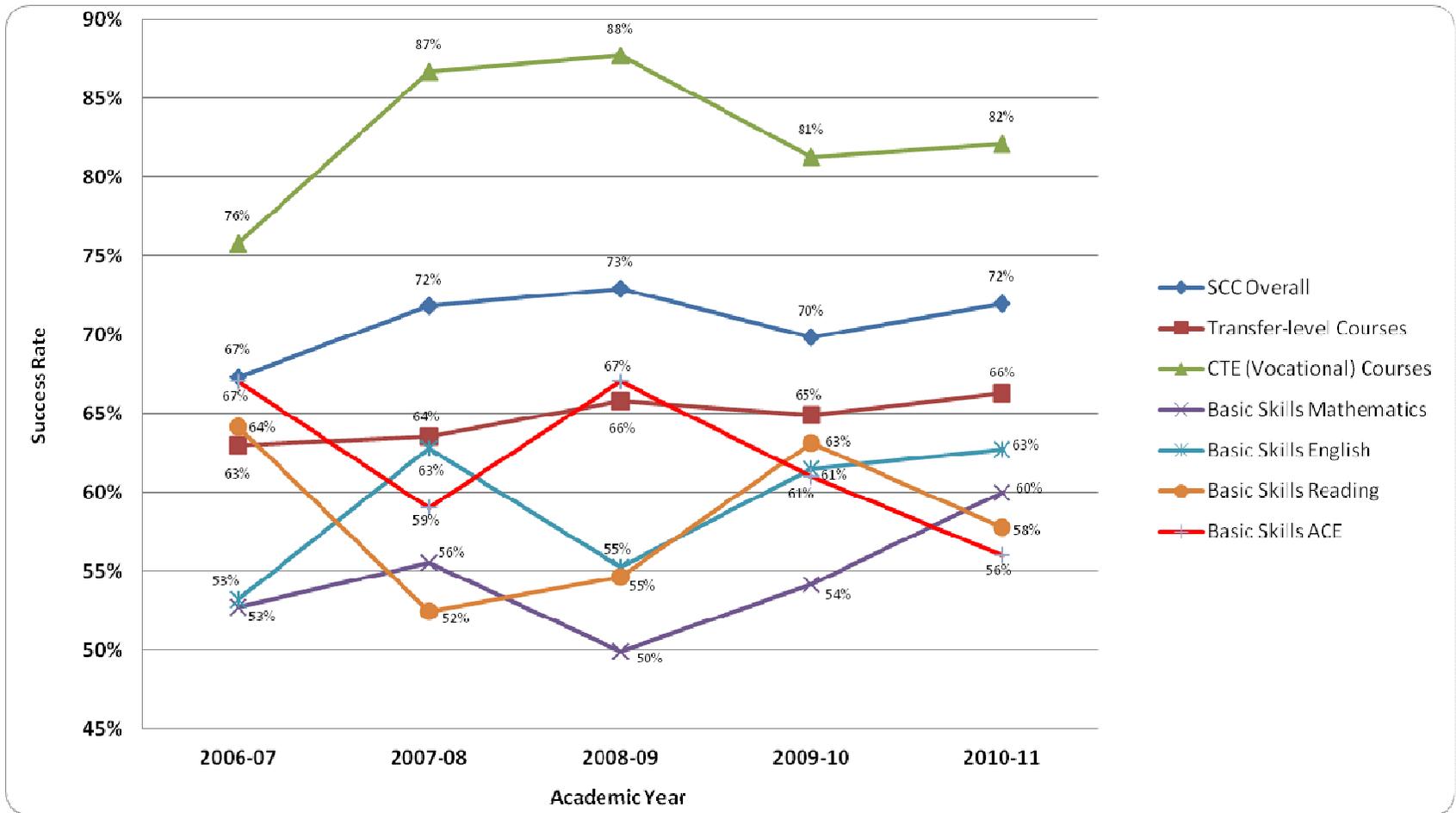
Success rates for combined SCC students have increased in the five-year period between 2006-2007 (67%) and 2010-2011 (72%), but are slightly down from their high in 2008-2009 (73%). Success rates in Career Technical Education (CTE) courses are consistently the highest success rates among any other type of credit courses offered at SCC, with the most recent data showing a total success rate of 82%. Transfer level, CTE, Basic Skills Mathematics, and Basic Skills English course success rates have all increased over the five-year period. The most notable increase is that of Basic Skills English with an increase of 10%, leading to a total success rate of 63%. Basic Skills Reading and Basic Skills ACE both observed a decline in course success rates over the same five-year period, with Basic Skills ACE showing a decrease in total success rate of 11%.

Student awards, both degree and certificate, have increased substantially over the last five years. Most notable is the increase in state-approved certificate awards, from 208 in 2007-2008 to 990 in 2011-2012, due to the introduction of transfer studies certificates. AA degree awards have increased by 34%, and AS degree awards have increased by a sizable 72%. As previously noted, SCC students are attempting more courses and carrying higher unit loads than in past years. One positive result of this trend is that a student's path to being a degree or certificate recipient has been accelerated.

Student transfers to four-year institutions have increased over the five-year period between 2007-2008 and 2011-2012. The majority (54%) of transfers to four-year institutions have consistently been to California State Universities (CSU). Transfers to University of California institutions have been low, compared to CSU and Private/Out-of-State institutions (10%), and have declined from 16% to 10%.

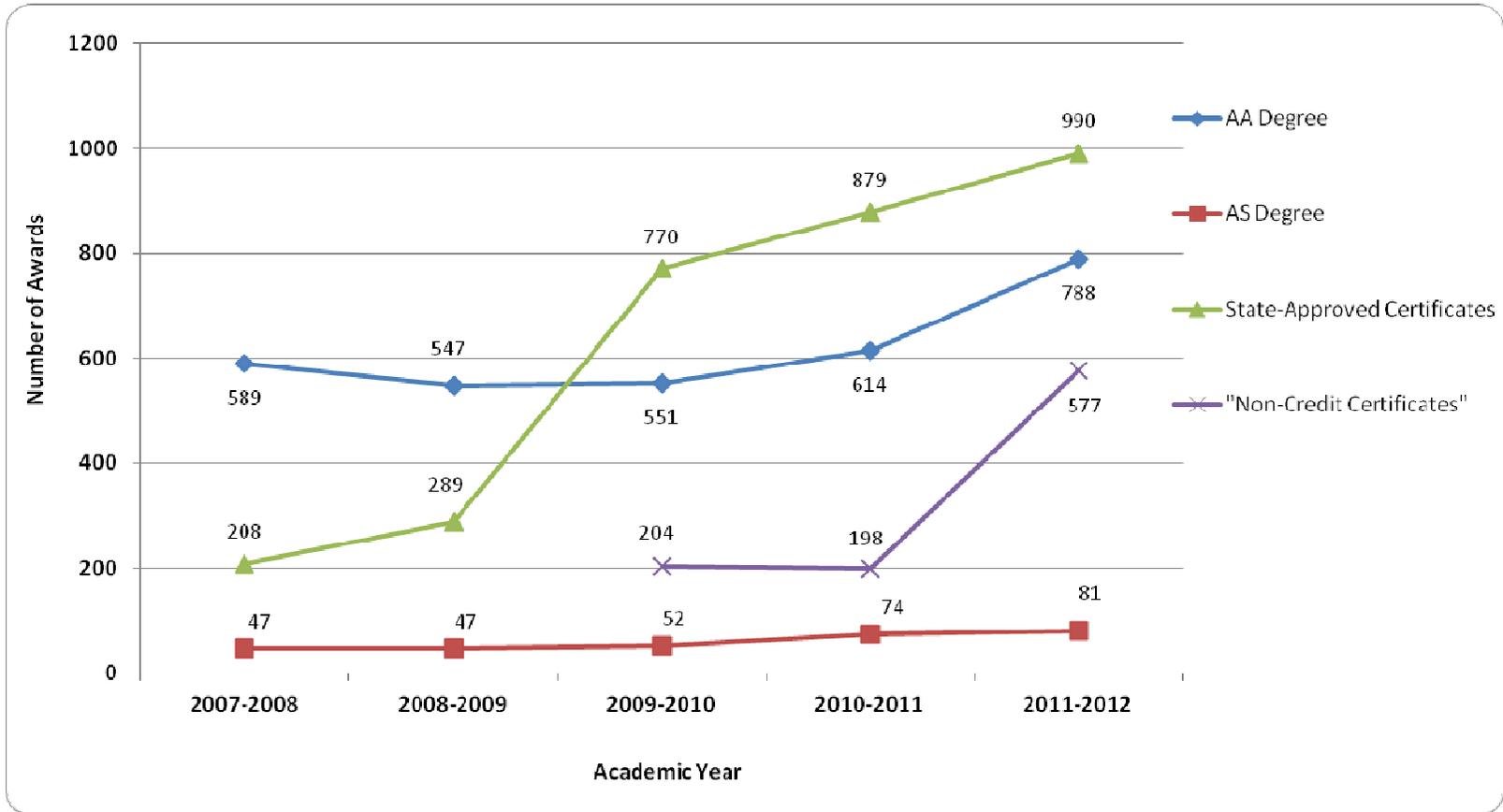
Students leaving SCC for other two-year institutions are on the rise, nearly tripling from 2007-2008 to 2011-2012. With course sections being cut across the community college system, students have been forced to look at multiple institutions for course offerings in order to keep them on their educational paths. The sharpest increase in transfers to other two-year institutions was between 2009-2010 and 2010-2011, which coincides with the state-wide workload reduction for California Community Colleges.

**Course Success Rate by Course Type (Academic Years 2006-07 to 2010-11)**



Source: Cal-PASS Standardized Metrics for Analysis and Reporting (SMART) Tool and CCC Chancellor's Office MIS DataMart

### Degrees and Certificates Awarded at SCC (Academic Years 2007-08 to 2011-12)

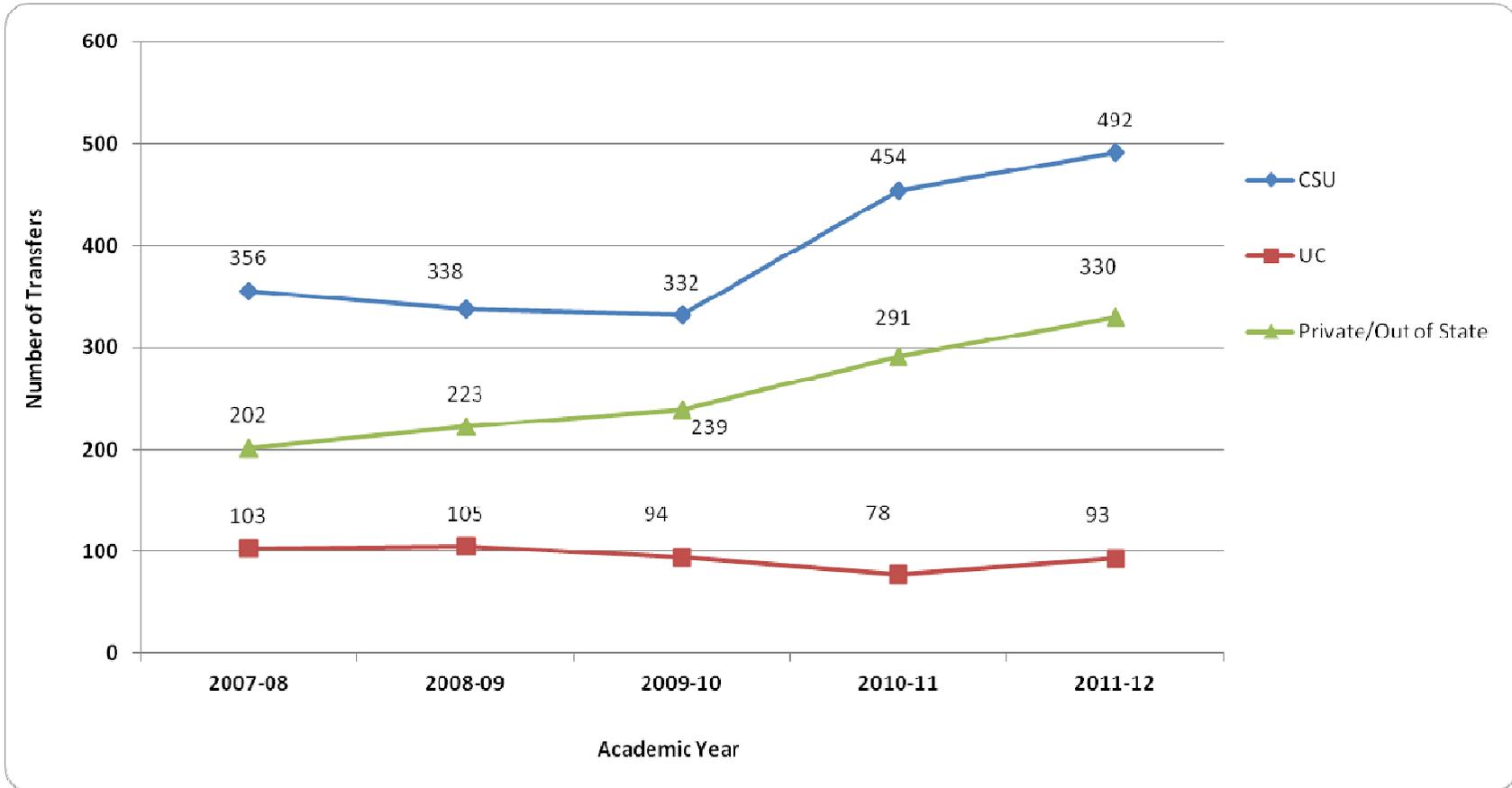


Source: CalPASS SMART Tool and CCC Chancellor's Office MIS DataMart

Notes:

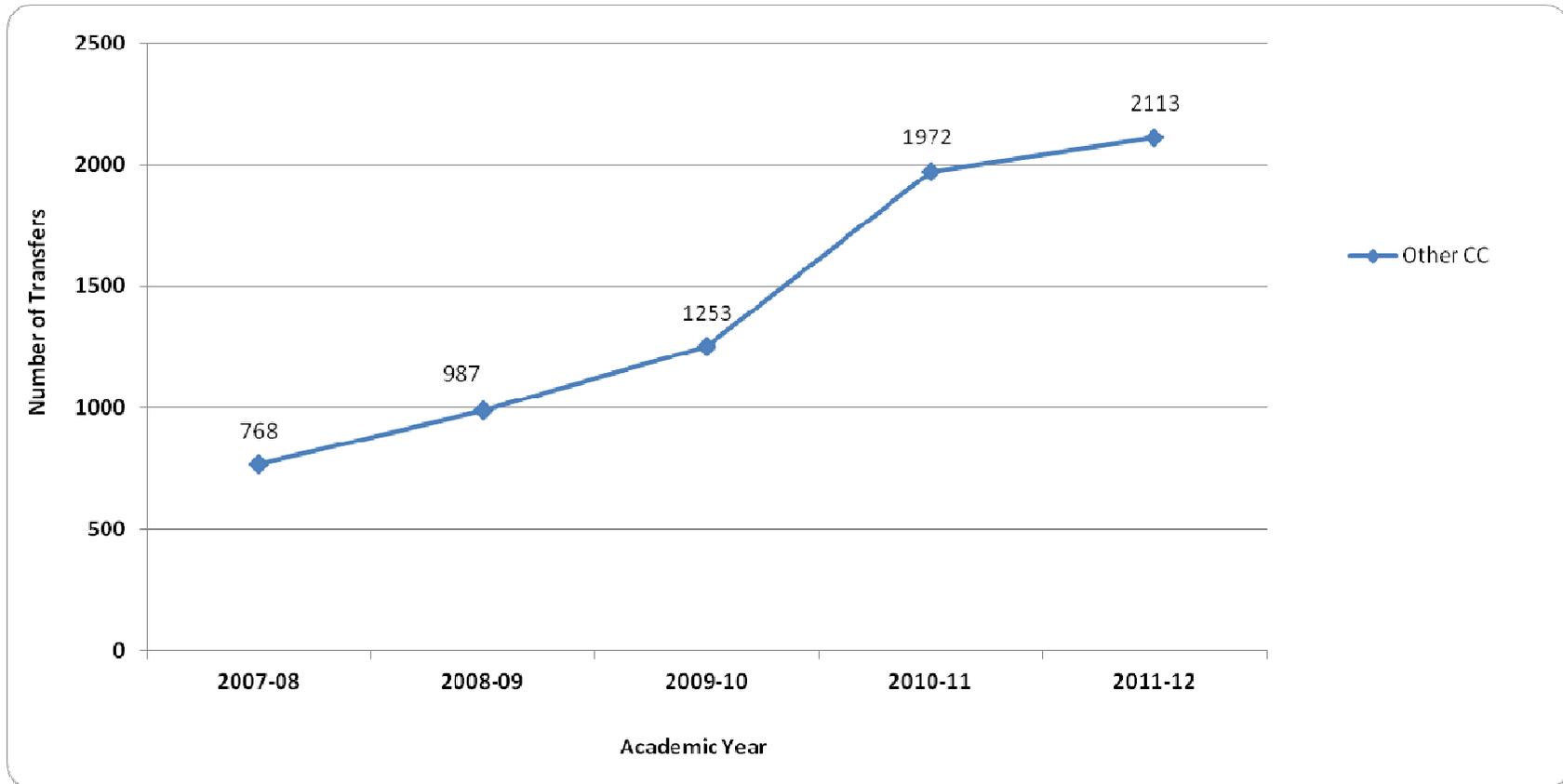
- 1) There was no separate SCC non-credit data available in Cal-PASS prior to 2009-10 academic year
- 2) There was a large increase in certificates starting in 2009-10 due to the introduction of "Transfer Studies" certificates.
- 3) Non-Credit certificate data available starting in 2009-10.

SCC Student Transfers to Four-Year Schools by School Type (Academic Years 2007-08 to 2011-12)



Source: National Student Clearinghouse

**SCC Student Transfers to Other Community Colleges (Academic Years 2007-08 to 2011-12)**



Source: National Student Clearinghouse

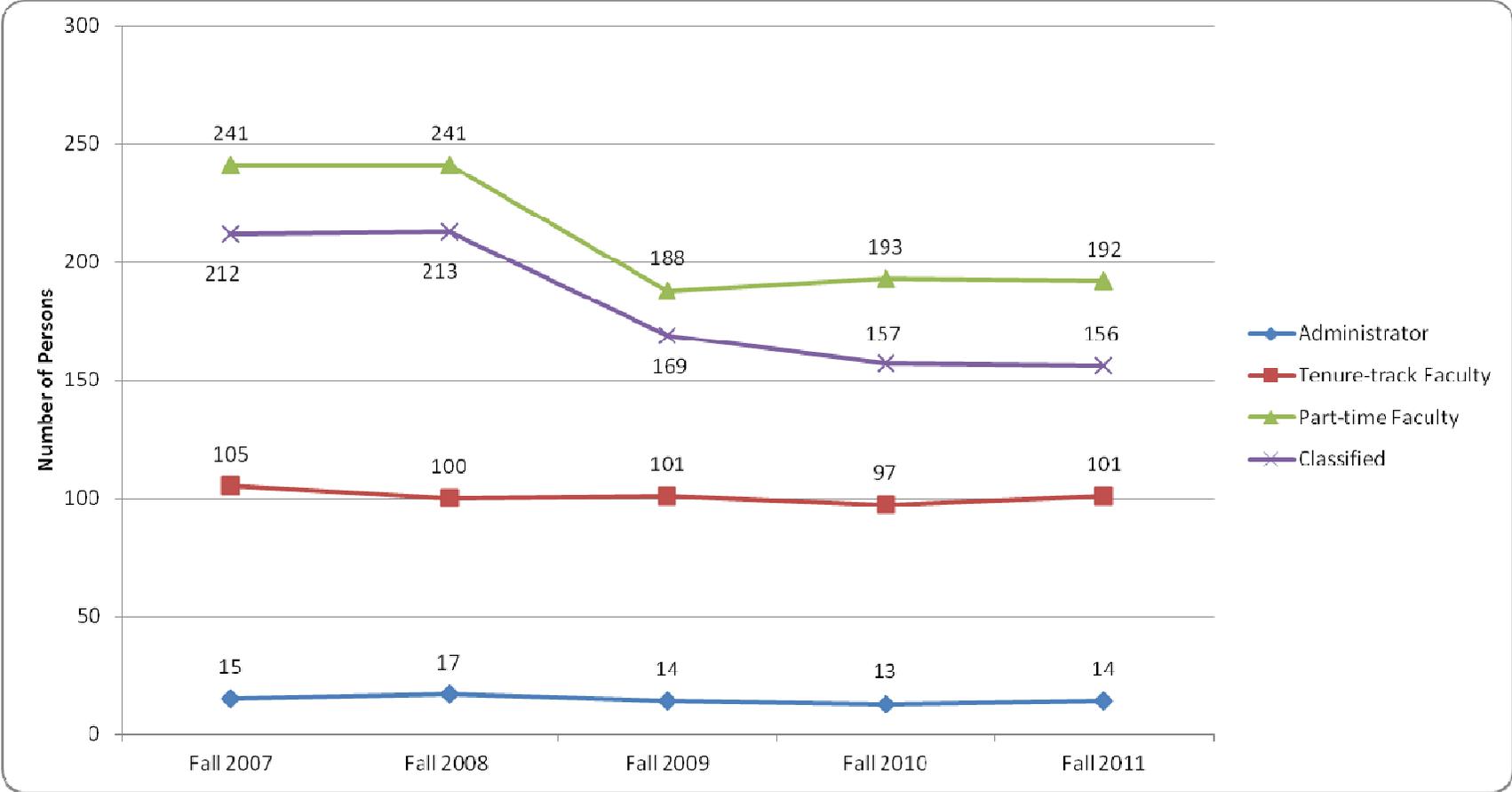
## **FACULTY AND STAFF**

SCC's staffing strategy during the economic downturn and subsequent workload reduction has been in line with many of the other California Community Colleges. Between fall 2007 and fall 2011 SCC reduced its total workforce by 19%. Part-time faculty and classified staff were reduced by over 20% in just a single year between fall 2008 and fall 2009. The hiring freeze implemented during this five-year window is evident when looking at tenure-track faculty and administrator numbers. These numbers have declined slightly during the five-year period between fall 2007 and fall 2011, suggesting that vacancies due to attrition have not been filled.

*Note: In Fall 2009, SCC transitioned to a new system (Datatel) and also changed its MIS reporting to include the SCC Non-Credit area, which was previously reported as a separate entity as part of the RSCCD CED. Due to these changes, it is not possible to get consistent personnel data from one source for both pre-Fall 2009 and post-Fall 2009 periods. Fall 2007 and 2008 data for all four personnel types are taken from the Chancellor's office MIS DataMart and include only personnel from SCC Credit area. For Fall 2009 to Fall 2011, numbers for Classified staff and Administrators are taken from the MIS DataMart but include personnel from both Credit and Non-Credit areas; faculty numbers are taken from Datatel, include only SCC Credit area, and, for part-time faculty, include only those who were scheduled/assigned.*

*While it is admittedly not an ideal practice to use multiple sources and definitions in the same illustrative graph, given the changes and data limitations, this graph is intended to depict the most accurate picture of the personnel trends at SCC.*

**Faculty and Staff Headcount (Fall Semesters 2007-2011)**



Source: CCC Chancellor's Office MIS DataMart and RSCCD Datatel database

## **Part One Planning at SCC**

Planning at Santiago Canyon College exists in a variety of interconnected processes and documents. Accreditation self-studies, department and unit plans and program reviews, and campus-wide plans come together to inform and guide the work done at the college.

In SCC's culture, the term "Educational Master Planning" refers to three inter-related and dynamic documents:

- Department Planning Portfolios (DPP): Departments and units annually review progress and set goals.
- Program Reviews: Every three years, departments and units take a more comprehensive look back and then engage in a multi-year goal-setting process that provides in-depth discussions, introspection, quantitative analyses, and evaluation. This document is the central link between the RSCCD and college goals, accreditation feedback, and the department plans.
- Educational Master Plan(EMP): The multi-year EMP (this document) is the primary campus-wide planning document and contains the overview planning piece: those elements that have broad implications for the college as a whole, that bridge more than one department or unit, or that reside apart from the units as currently configured.

In 2009, the SCC Accreditation Task Force revised the cycle of planning activities to align it with scheduled accreditation reports, recognizing the relationship between college planning and accreditation. Because the timing of SCC's accreditation reports was adjusted in 2008 to correspond with those of Santa Ana College, the other institution in the Rancho Santiago Community College District, the realignment of planning and accreditation needed to occur over a six-year segment. As a result, the *Educational Master Plan 2012-2016* covers a four-year period, while subsequent EMPs will contain plans for a six-year period. When the cycles are fully aligned, beginning in 2016, they will follow the pattern shown on the next page in the "Cycle of Planning and Accreditation." In this diagram, Year 1 will occur in the academic year 2016-2017.

**Santiago Canyon College • CYCLE OF PLANNING AND ACCREDITATION**



Feedback from accreditation site visits and midterm reports helps the EMPC, together with the Vice Presidents of Academic Affairs, Student Services, Continuing Education, and Administrative Services, refine the format of the program review templates. The accreditation feedback also informs responses to the prompts in the program review templates. As departments and units conduct their program reviews, they use analyses of the prior three years of DPP goals and activities to write their program reviews. In turn, findings from the program reviews are used to inform the DPP goals and activities of the subsequent years, the next EMP document, and the subsequent accreditation self-study or midterm report.

Each semester since Spring 2010, the EMPC has presented workshops during FLEX week to inform and guide faculty regarding the planning process. The following descriptions were published in each semester's FLEX schedule:

**Spring 2010**

(2/1/2010, 10:30 am-11:50 am, E304)

Department Planning Portfolio (DPP) and Program Review Workshop

Information and discussion about maintaining and updating your department's DPP and completing your department's program review. Please bring a copy of your DPP.

**Fall 2010**

(8/16/2010, 11:00 am-12:20 pm, E304)

Program Review and the Department Planning Portfolio (DPP)

Learn about planned revisions to the Academic Program Review template and how it connects with your Department Planning Portfolio (DPP) and with the college's accreditation process.

**Spring 2011**

(1/18/2011, 12:00 pm-1:20 pm, E304)

Piloting the New Academic Program Review, Part I

Learn how the Economics Department and the Mathematics Department adjusted to

the revised template for academic program reviews, their challenges and successes. –  
Recommended for all academic departments.

(1/19/2011, 12:00 pm-1:20 pm, E304)

Piloting the New Academic program Review, Part II

This session will help departments piloting the new academic program review template during the spring semester.

#### Fall 2011

(8/16/2011, 1:30 pm-2:50 pm, E304)

Working Session on the Educational Master Plan

Department Chairs and others are invited to a session to learn about the upcoming Educational Master Plan 2012-2016, which will be produced during the upcoming year. Learn about what is expected from departments and timelines for submissions.

Discussion will also cover the Academic Program Reviews, which are being done during the fall semester. It is recommended that you bring your most recent DPP (Department Planning Portfolio) for reference.

#### Spring 2012

(1/18/2011, 3:00 pm-4:50 pm, E304)

Working Session on the Educational Master Plan

Faculty and staff are invited to a session to learn about the upcoming Educational Master Plan, 2012-2016, which will be produced during 2012. Learn about what is expected from departments and timelines for submissions.

#### Fall 2012

(8/21/2011, 12:30 pm-2:00 pm, E304)

Update on the SCC Educational Master Plan 2012-2016

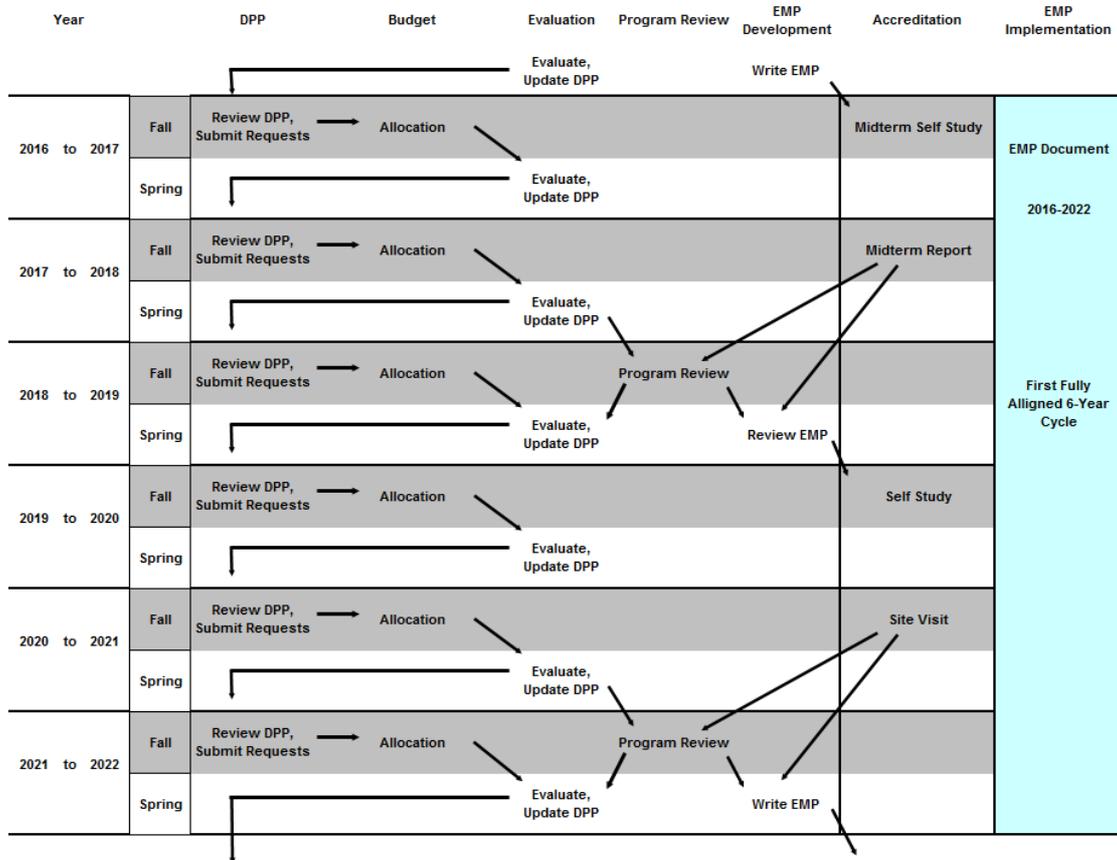
All faculty and other members of the campus community are invited to hear about the development of the college's strategic plan.

The Long Term Planning Overviews in the following two figures illustrate the dynamic relationships over time between accreditation, the DPPs, the program reviews, and the EMP document. In particular, the second figure shows how the various cycles will lock into phase beginning in 2016, and the first figure shows how the various sub-cycles needed to be modified to achieve this.

### SCC Long Term Planning Overview 2007-2016

Year		DPP	Budget	Evaluation	Program Review	EMP Development	Accreditation	EMP Implementation
2007 to 2008	Fall							EMP Document  2007-2012
	Spring							
2008 to 2009	Fall						Site Visit	EMP Document  2012-2016  Four Years To Align Cycles Beginning 2016
	Spring				Program Review		Accreditation Task Force	
2009 to 2010	Fall	Review DPP, Submit Requests	Allocation					
	Spring			Evaluate, Update DPP		Review EMP		
2010 to 2011	Fall	Review DPP, Submit Requests	Allocation				Midterm Self Study	
	Spring			Evaluate, Update DPP				
2011 to 2012	Fall	Review DPP, Submit Requests	Allocation		Program Review		Midterm Report	
	Spring			Evaluate, Update DPP		Write EMP		
2012 to 2013	Fall	Review DPP, Submit Requests	Allocation					
	Spring			Evaluate, Update DPP				
2013 to 2014	Fall	Review DPP, Submit Requests	Allocation		Program Review		Self Study	
	Spring			Evaluate, Update DPP		Review EMP		
2014 to 2015	Fall	Review DPP, Submit Requests	Allocation				Site Visit	
	Spring			Evaluate, Update DPP				
2015 to 2016	Fall	Review DPP, Submit Requests	Allocation		Program Review			
	Spring			Evaluate, Update DPP		Write EMP		

## SCC Long Term Planning Overview 2016-2022



### Recent Changes in the EMP and Program Review Processes

#### EMP

Over the years, the college has engaged in two types of educational master planning processes: one based upon external and internal data (including consultation with constituent groups), and the other more descriptive and program-based. In 2002, the college used a planning process, which included external and internal data as well as consultation with key stakeholders to develop strategic directions and goals. In 2007, the college employed a more descriptive, program-based approach to identify planning priorities. The process used to develop the current Educational Master Plan (EMP) represents a fusion of the previous processes with an emphasis on including recommendations from focused constituent groups and feedback from the college community to the drafted document. While operating in a challenging fiscal environment, this *EMP* presents concrete actions the college will pursue over the next four years in order to increase student success, improve efficiency, demonstrate accountability, and enhance effectiveness.

While the format of this 2012-2016 EMP document departs from that of the previous two EMP documents in that it will less resemble a collection of department plans and more resemble a cohesive college-wide plan, it is important to appreciate that, taking all three parts of the “EMP”

together (DPPs, program reviews, multi-year EMP document), none of that information is lost. Rather, the different parts of the larger have each become more focused and, ultimately, more useful for effective college planning.

### **Program Review**

SCC's first academic program review template debuted in 2005 and consisted of a collection of prompts, each with its own numerical rating scale and box for comments. Although some comments were provided, most academic departments primarily used the numerical scale. Feedback from users and recommendations from the SCC Accreditation Task Force led the EMPC to revise the Program Review Process as follows:

- An emphasis on documented evidence including quantitative measures of program effectiveness
- A section that requires programs to set measureable goals for the next three-year period based on the findings of the current program review
- An Executive Summary that can be disseminated so that program review findings are more widely known in the collegial governance system

In parallel, but separately, the Student Services units developed their own program review template for Fall 2009, which was narrative-based and engineered to draw out more reflection, introspection, and discussion. In the Spring 2011 semester, the EMPC worked with the Vice President of Administrative Services in developing a program review template for its operational units.

Beginning in the Spring 2009 semester, the EMPC began scheduling a part of each bi-monthly meeting to invite departments and operational units to discuss their program reviews. The program reviews are read by the EMPC members in advance. The invited department chair, unit leader, or representative summarizes the department's findings, answers questions from the EMPC members, and provides clarification regarding the analyses contained in the program review.

## **Part Two** **Scanning the Environment**

### **The Need for Planning**

The past several years have seen historic disinvestment in California's public sector programs and services, and higher education has been hit particularly hard. Over these years, budgets in all three segments of the state's higher education system have been trimmed by well over \$2 billion dollars (Shulock 2011). Still, the economic outlook remains uncertain.

The California Community College system is the largest public higher education system in the world, enrolling more than 2.7 million students looking to fulfill a broad range of educational goals (Dorr 2011). Historically, the mission of the system has been broad to accommodate various state imperatives and nearly any student seeking an educational benefit. However, over the last decade, legislators and various constituent groups have called for improved outcomes in the system related to the primary mission of transfer, career and technical, and basic skills education. In good economic times, calls for improved outcomes corresponded with enhanced funding. Although calls for improved outcomes have grown louder, the recession has resulted in budget reductions that have entirely eliminated or drastically reduced whole categories of funds available to maintain the programs and services developed to support the achievement of those outcomes.

More recently, a purposeful strategy of disinvestment in specific types of programs and services has emerged, which is likely to reshape and narrow the community college mission. In fact, the draft recommendations of the Student Success Task Force, as well as newly enacted legislation like SB 1440, which mandates a lower division transfer pattern between the community colleges and the California State University system, predict the future pattern of the state's investment in and expectations for undergraduate education: maximum efficiency and substantially greater productivity in exchange for resources.

To help inform the planning process, Santiago Canyon College, led by the Office of Institutional Effectiveness and Assessment, conducted an Institutional Scan consisting of both an Environmental Scan and an Internal Scan. This chapter analyzes data from a variety of sources collected during this Scan to inform college-planning processes. The college hopes that these data will help to better illuminate strategic directions and contribute to a thoughtful Educational Master Plan that ensures a vibrant and dynamic future for Santiago Canyon College. Data from the U.S. Census, California Community College system, and other sources enable the college's planning bodies to draw comparisons and describe trends.

## **Crucial Questions for Planners**

The Institutional Scan findings yielded two critical and inter-related questions that the college's planning bodies should address in developing the new Educational Master Plan.

### **1. Whom will we serve in the future?**

Recent budget reductions have resulted in workload reductions and strict adherence to minimum standards of enrollment for scheduled classes. Reductions in scheduled classes have changed the demographic makeup of the traditional student population. These changes seem to have occurred with little deliberation about how they might impact college operations in the future, specifically, the college's ability to attract and retain students to goal completion. This reshaped student population has been a reaction to budget reductions rather than a purposeful enrollment and curriculum management strategy. Nevertheless, it has positioned the college to serve a particular student population: traditional, undergraduate students.

### **2. What programs should we offer to meet the needs of our future student population?**

The college has fulfilled the historic mission of the California Community Colleges by offering programs and services to meet the needs of students seeking transfer, occupational, and developmental education; however, its primary focus has been on serving the needs of traditional-age transfer students. Although traditional students represent the largest share of the population served by the college, their numbers are expected to decline in the coming decade. In order to continue serving this market segment, the college will need to develop recruitment, enrollment management, and curricular and co-curricular strategies to attract and retain these students. Finally, the college has thus far devoted little attention to discussing the feasibility of developing new programs and services that might capture different student markets.

## **This Study**

The Santiago Canyon College Environmental Scan is a precursor to the college's broader planning initiative, which is to develop a new Educational Master Plan. Its purpose is to gather and synthesize data in ways that reveal upcoming challenges to operations and provoke thoughtful reflection and robust discussion about the future direction of the college. It is also designed to assist college stakeholders in making decisions about resource allocation given impending changes in the external environment. Although predicting the future is an imperfect process, understanding and using a variety of data will help position us to negotiate challenges and thrive within the unpredictable postsecondary landscape.

For this study, we have gathered and synthesized information about our current students and program offerings as well as projected population, business, and industry trends. Most of the external data come from the United States Census Bureau, the California Department of Finance, and the California Community College Chancellor's Office. Although Census 2010 data has recently been made available, projections based upon Census 2010 data are not as readily available. As a result, some of the projection data presented in this report are based upon Census 2000 data. Comparisons of available Census 2010 data with Census 2000 projection data reveal that the Census 2000 projection data may overstate estimates by as much as 10%. Nevertheless,

the Census 2000 projection data reveal important trends and patterns, which are expected to continue and which provide a useful context for future planning.

Because the primary goal of this project is to anticipate future challenges for the college, internal measures of effectiveness, although important, are beyond the scope of this study. Internal performance data, such as student success rates, fall-to-fall persistence, and student progress and achievement rates are presented with minimal analysis for descriptive purposes in Appendix F at the end of this report. These internal measures of effectiveness will be analyzed further and will become the focus of preparations for the next accreditation self-study process.

This report is structured around four fundamental questions about the college:

- Whom do we serve?
- Whom will we serve in the future?
- What programs and courses do we offer?
- What programs and courses should we offer in the future?

We discuss key points using data drawn from various sources for each of these questions, making comparisons and explaining significant changes over time. At the end of each section, we state the key planning implications raised by the data. We conclude the report with a discussion of the two key planning questions that the college must confront in order to achieve a dynamic and sustainable future.

### **Whom Do We Serve? Overview of Students Attending Santiago Canyon College**

This section discusses historical demographic characteristics and stated educational goals of SCC students. Traditional credit student enrollment receives particular attention. The analysis provides a historical context that will shape the planning process.

#### **Trends in Student Demographics**

SCC serves three primary populations of students: traditional credit students, apprenticeship students, and non-credit students (Table 1 through Table 6 in Appendix E presents the historical demographic trends for SCC students). Overall, the number of students attending SCC declined by nearly four percent between fall 2006 and fall 2010. However, examination of overall figures for all three groups of students masks some important trends. Following is a separate examination of the demographic trends by student group.

***Traditional Students.*** SCC's headcount for traditional credit students peaked at 9,964 students during fall 2008. This represents a growth of nearly 21% over fall 2006 headcount figures. In fall 2010, the headcount figure declined to 7,783, representing a decline of nearly 22% from the peak enrollment in fall 2008 and a nearly 6% decline in headcount enrollment over fall 2006.

Although the absolute number of traditional credit students has declined, the average unit load for this group of students has been increasing since fall 2006. In fall 2006, the average unit load for traditional credit students was 6.59, compared to 8.30 in fall 2010, an increase of 26%. Even though the college is enrolling fewer traditional credit students, the students are taking more units.

SCC's traditional student population is also getting younger. In fall 2006, the average age of the traditional credit students was 27.59, compared to 24.77 in fall 2010. Similarly, in fall 2008, when headcount enrollment peaked, approximately 68% of SCC's students were traditional age (25 years of age and under) compared to 77% of students in fall 2010.

The majority of students attending SCC report that the main reason they attend SCC is to obtain a two-year degree and/or transfer. Roughly 51% of students reported that this was their educational goal in fall 2006 compared to 66% in fall 2009. The percentage of students indicating that they attend SCC to earn a vocational certificate peaked at 5% in fall 2008 and declined to 2% in fall 2010. Even more dramatic is the decline in the number of students indicating that a vocational certificate was their main goal. In fall 2008, 456 students reported that a vocational certificate was their goal compared to only 174 in fall 2010.

The traditional credit student population reflects a plurality of ethnic identities. The two largest ethnicities represented in this group are Caucasian and Latino students. Trends for Caucasian and Latino students have been relatively stable, although Caucasian students have declined by about 4% since the baseline period while Latino students have increased by about 2%.

Significantly, the majority of new students enrolling at SCC are academically prepared for college level work (see Table 6). In 2010-11, approximately 70% of new students who enrolled at SCC placed into English 101, and 86% possessed reading skills that placed them above Reading 097. Math is the only area where a majority of students did not place into college-level courses. In 2010-11, approximately 28% of newly-enrolled students placed into transfer-level math courses.

***Apprenticeship and Non-credit Students.*** Headcount for apprenticeship students peaked in fall 2007, at 1,391 students. By fall 2010, apprenticeship students declined by nearly 23% over the baseline to 1,078.

Enrollment of non-credit students peaked in fall 2009 at 7,908 students before declining to 6,387 students in fall 2010. This represents the steepest single year decline for non-credit enrollment. Overall, non-credit enrollment increased by nearly 3% between fall 2006 and fall 2010. Latino students represent the largest ethnic group in the non-credit student population. In fall 2010, Latino students made up about 39% of the student population compared to 12% for Caucasians, the next largest identified ethnic group. Nearly 42% of non-credit students did not report their ethnicity in fall 2010.

The non-credit student group is also substantially older than traditional credit students. In fall 2010, the average age of a non-credit student was 41.05, compared to 24.77 for credit students. The majority of non-credit students was female (51%). The last year for which the district has

data for the educational goals of non-credit students is fall 2008. Between fall 2006 and fall 2008, the mainstay of the non-credit program was the improvement of basic literacy, improvement of English language skills, and the high school diploma or GED. Nearly 37% of all non-credit students in fall 2008 reported one of these three program areas as the primary reason for enrolling in the non-credit program. Nearly 38% of these students had no goal reported.

**Summary of Key Points:**

To achieve its enrollment, SCC relies on three distinct populations of students: traditional credit, apprenticeship, and non-credit students.

Trends in the traditional student population have changed in substantive ways over the period while trends in the non-credit student population appear to have been more static.

- Traditional credit students are getting younger, taking more units, and are primarily here to complete lower division educational requirements and to transfer. Certificate seekers have declined substantially in their raw numbers while the percentage of students seeking to complete lower division and transfer requirements has increased.
- The number of units credit students enroll in has increased. As a result, headcount may be down, but FTES efficiency has increased.

In general, credit students who enroll at SCC are academically prepared for college level work. Math is the only exception; the majority of new students enrolling at SCC do not place into college level math classes.

- About 23% percent of new students place one level below college level math, and another 23% place two levels below college level math.

Enrollment in Apprenticeship programs has declined substantially over the period. This is likely a reflection of the economic downturn and a restructuring of the job market within the county and the region.

**Whom Will We Serve in the Future? Factors Affecting Enrollment, Programs, and Services**

This section discusses future enrollment trends of direct-from-high-school students for colleges and universities. Local and statewide K-12 enrollment projections and community college enrollment demand projections receive particular attention. Enrollment yield rates from SCC feeder high schools are also reviewed. The analysis provides information to support collaborative enrollment planning and decision-making at SCC.

**National Enrollment Trends**

The Western Interstate Commission for Higher Education (2008) projects that for the period 2009-10 through 2014-15, all but eleven states will experience declines in the number of high

school graduates. These declines are expected to fuel increased competition for direct-from-high-school enrollments at colleges and universities across the country. California is projected to be among the states experiencing a four to ten percent decline in the number of high school graduates during this period, with declines greater than 10% among Caucasian and Asian students. The expected decline in the population of high school graduates is particularly interesting, with the highest college-going rates anticipated to be for Caucasian and Asian students.

These demographic trends, as well as declines in state support for public four-year universities, are expected to result in recent high school graduates, particularly those who are more price-sensitive and location-bound, to demand shorter-term enrollment at lower-cost community colleges (Noel-Levitz 2010).

### **California, Public, K-12 Enrollment Projections 2009-10 to 2019-2020**

The California Department of Finance Demographic Research Unit projects that public K-12 enrollment will increase statewide by nearly 4% between 2009-10 and 2019-20. Statewide, projected enrollment of students in grades 9-12 is expected to decline by .72% during the same period. Enrollment projections are based on Census 2000. Enrollment projections done by the California Department of Finance exceed the actual 2010 census by 10% or more.

Department projections by county reveal that while total public K-12 enrollment is expected to increase statewide, public K-12 enrollment in Orange County is expected to decline. Between 2009-10 and 2019-20 enrollment in the public K-12 sector within Orange County is expected to decline by nearly 7%. Similarly, enrollment in grades 9-12 is also expected to decline within Orange County by 8.12% during the period. Table 7 presents the public K-12 enrollment projections for Orange County, Riverside County, and the State of California produced by the Department of Finance.

Table 8 presents the total public K-12 enrollment projections for all counties within California from 2009-2010 to 2019-2020. Interestingly, not all counties are projected to decline. Within the four counties comprising the general Southern California Metropolitan area (Los Angeles, Orange, Riverside, and San Bernardino), enrollment growth is expected to be uneven. While Orange and Los Angeles counties are expected to decline in public school enrollments, Riverside and San Bernardino counties are expected to grow (see Figure 1). In fact, Riverside County is projected to have a double-digit increase of 37.55% of public K-12 enrollment during the period. Additionally, Riverside County is expected to have an increase of 30.97% in enrollment in grades 9-12 (see Table 7).

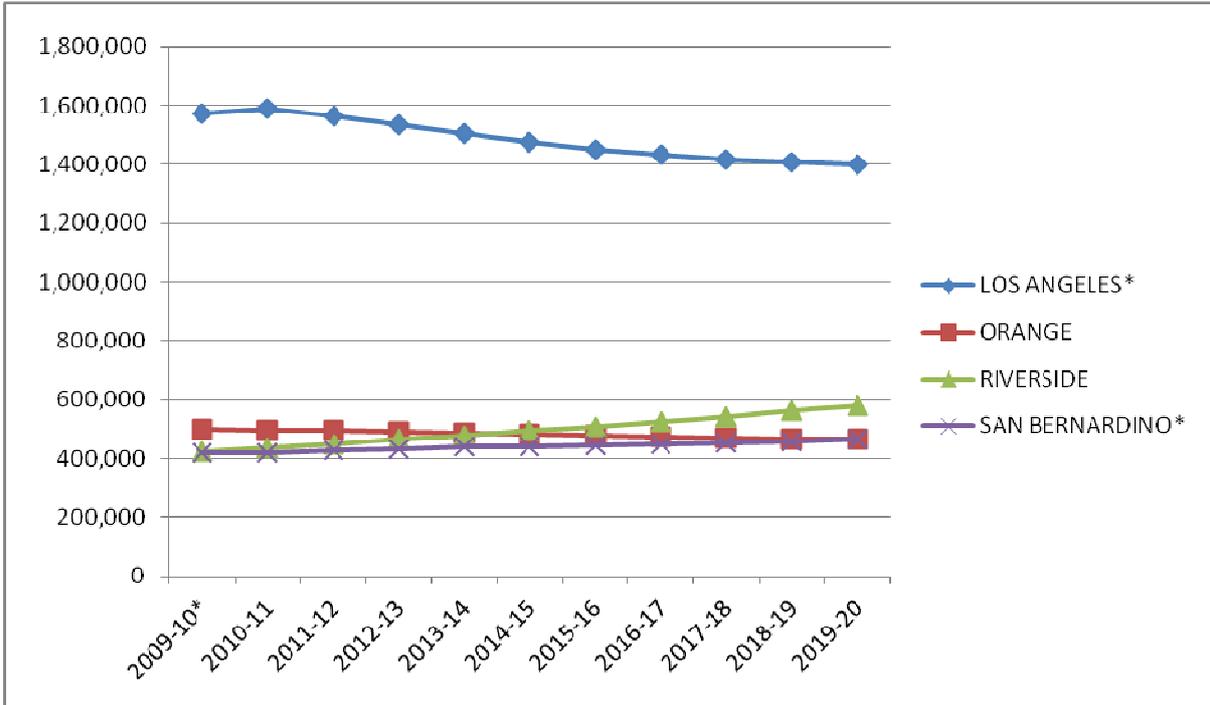


Figure 1 Projected K-12 graded enrollment in LA-Orange metropolitan counties (source: CA Dept. of Finance)

Although the K-12 enrollment projections from the California Department of Finance are the most recent information available, it should be noted that they are based upon Census 2000 population figures. Population figures for Census 2010 are available for the County of Orange and indicate that for Orange County the California Department of Finance Census 2000 projection for 2010 exceeds the population estimate by 10%. It is likely that the Department of Finance projections for 2010 were completed prior to the “Great Recession.” Therefore, estimates presented above should be interpreted in light of these conditions. Still, the college expects that the general trends projected by the Department of Finance will hold. It also expects that those areas anticipated to decline will encounter more severe declines than projected and that those areas anticipated to grow will not achieve their projected growth rates.

**Community College Enrollment Demand Projections 2009-2019**

In its report on Community College Enrollment Demand 2009-2019, the California Postsecondary Education Commission (CPEC) projects that enrollment demand for California Community Colleges will increase from 92 students per 1,000 Californians aged 14-49 in 2008 to 102 students per 1,000 Californians in 2019. CPEC notes several important factors associated with increased participation rates, including 1) residents returning to the community colleges in greater numbers to train for new careers and occupations as a result of significant job losses within the state, 2) the practice of limiting future enrollment at UC and CSU, which suggests that more students will have to complete their first two years of education at community colleges before transferring, 3) gradual job recovery beginning in 2010 that will foster enrollment growth in occupational training programs, and 4) expansion of California’s green economy, which is expected to spur growth in community college training programs that prepare workers in this sector. In its analysis, CPEC identifies three factors related to career training programs as a

major cause of expected increases in demand for enrollment within the California Community Colleges over the course of the projection period, while only one factor related to capturing more traditional age students redirected from UC and CSU campuses is identified.

### **Feeder High Schools**

Table 9 presents the number of entering students by high school last attended for the ten high schools sending the most students to SCC. Students from these ten high schools represented 60% of the new students entering SCC during Fall 2010.

Historically, El Modena High School has sent the greatest number of new students each fall to SCC. In fall 2010, El Modena High School sent 176 students to SCC, roughly 42% of their graduating class for 2009-10. As Table 9 indicates, yield rates for SCC's top ten feeder high schools have fluctuated only slightly over the last four years. However, if the projected declines in high school enrollments hold and if SCC maintains its yield rates for its current feeder high schools, the number of new students entering the college will decline.

#### **Summary of Key Points:**

The population of direct-from-high-school students is expected to decline nationally and locally, especially in Orange County.

- Although SCC is expected to be a short-term winner in capturing enrollment of direct-from-high-school students during the California financial crisis, the college will be challenged in the longer term to maintain and increase its traditional enrollment base, even if enrollment yield rates for local high schools remain stable. Additionally, the college will be challenged to facilitate enrollment for new students.
- Declines in direct-from-high-school students mean that competition for enrollment will be keen across all postsecondary institutions but particularly intense for those colleges and universities located in areas that are projected to decline and that have historically relied on a steady, consistent stream of new students from local high schools.
- Colleges and universities well positioned to capture direct-from-high-school enrollment will most likely come out winners in the new educational landscape.

Although a substantive portion of enrollment demand in California Community Colleges is expected to be driven by students seeking training for new careers, SCC's enrollment in career and technical programs has declined. SCC's demographics illustrate that students seeking training for new careers are a small minority of the traditional credit student population.

### **Other Student Market Segments: General Population Trends and Projections**

This section presents population trends from Census 2010 for Orange County and the service area for Santiago Canyon College. The intent is to provide planners with information related to

changes in population trends that could impact curricular and co-curricular program offerings as well as other student support services.

### **Decennial Trends in Ethnicity and Age: Orange County and SCC Service Area**

Both Orange County as a whole and the SCC service area (defined roughly as the area comprising the cities of Orange, Villa Park, Anaheim, North Tustin, and Yorba Linda) follow the statewide and nationwide trends of an aging population that is becoming more diverse. Table 10 compares Census 2000 and Census 2010 data by ethnicity, gender, and age for Orange County. As is indicated in the table, increases have occurred among Latino and Asian/Pacific Islander groups.

In Orange County, the percentage of individuals identifying themselves as Latino has increased from 30.8% in 2000 to 33.7% in 2010. By 2020, Latinos are projected to represent 39.0% of Orange County's population. The projected growth of the Latino population from 2010 to 2020, however, may be overstated because the CA Department of Finance made this projection prior to 2008, before the financial crisis drastically worsened. The actual growth, or percent increase, in the Latino population from 2000 to 2010 was 15.7%, much lower than previously projected and also much lower than the 26.5% projected growth for 2010 to 2020. The economic hardship in California and in Orange County is expected to continue to depress Latino in-migration and heighten Latino ex-migration, resulting in lower actual growth for this population group (Carcamo 2011). Nevertheless, Latinos represent a significant population subgroup within the county and service area and are expected to remain so even though projected growth is expected to slow.

Between 2000 and 2010, the fastest growing ethnic group in Orange County was the Asian/Pacific Islander population, which increased by 39%, rising from 13.6% of the Orange County population in 2000 to 19.5% in 2010. In light of the 2000-2010 actual growth, the 19.1% projected growth of the Asian/Pacific Islander group in Orange County from 2010 to 2020, forecast by the CA Department of Finance in 2007-2008, may prove to be too modest. Despite the current economic downturn, Orange County has been very attractive to immigrants from Asia due to its location, climate, educational opportunities, and economic and business infrastructure (Yuan 2010 and Key 2010). At 19% of the population base, this subgroup of the population is becoming increasingly important.

Although no longer the majority, non-Hispanic whites remain the largest ethnic group in Orange County, after slipping from 51.3% of the Orange County population in 2000 to 44.1% in 2010. This group is expected to continue to decline in relative and absolute terms through 2020; however, their share of the overall population in the county is expected to remain sizable at nearly 37%.

The graying population noted across the United States and California is also a significant trend in Orange County. In 2010, the Orange County population under eighteen was 4.1% smaller compared to the population under eighteen in 2000. This age group is projected to grow by a very modest 2.4% by 2020. The shrinking under-eighteen population today foreshadows a smaller pool of traditional-age college students in the near future. In contrast, the eighteen and over population has increased by 9.4% from 2000 to 2010 and is forecast to increase an

additional 11.2% by 2020. The fastest-growing portions of the age curve are the 50-64 and 65 and over groups, which experienced growth of 36.1% and 24.5% respectively from 2000 to 2010. Recent economic realities impacting older workers (discussed in the next section), combined with the older age brackets constituting an ever larger portion of the population, may create opportunities to tailor program offerings to this non-traditional college-going age group.

The demographic conditions and trends in Orange County also exist in the smaller region immediately surrounding the SCC campus, defined as the SCC service area. The demographic trends are so similar that even though the California Department of Finance did not publish any 2020 projections for the SCC service area, it is likely that the area's future demographics will follow the same trajectory as the county as a whole. Table 11 presents Census 2000 and Census 2010 data for the SCC Service Area by ethnicity, gender, and age.

### **Economic and Social Characteristics**

The financial crisis of 2008-09, caused by the housing market collapse and the resulting "Great Recession" and "New Normal" economy, significantly changed the trajectory of economic trends in the county and the SCC service area. The 10-year trend can best be summarized as an inverted "V," with most economic measures rising sharply from 2000 to 2007 and dropping precipitously from 2008 to the present. While most measures are higher, better, or at most only slightly worse in 2010 than in 2000, the 2000-2010 comparison numbers disguise that most 2010 measures are much worse than in 2007.

The 2010 American Community Survey (ACS) conducted by the United States Census is used to describe the current economic and social characteristics of the population in the county and the SCC service area. Although the larger samples provided by the three-year (2007-2009) or five-year (2005-2009) ACS may have been preferable, the one-year (2010) ACS likely portrays more accurately the current and precipitous changes in economic conditions over the past three years. These economic and social characteristics are described below.

According to the United States Bureau of Labor Statistics, unemployment in Orange County remains high: in August 2011, unemployment was 9% compared to 3.8% in August 2000. Also enlightening is that the unemployment problem has disproportionately impacted male workers in their prime working age of 35-54 years (Lowery 2011). In addition, many of those seeking work have been unemployed for 26 weeks or longer. This segment of the population is at risk of becoming structurally unemployed. Both older and structurally-unemployed workers may require retraining in order to learn new careers or to regain lost skills and knowledge.

The 2010 median household income (not adjusted for inflation) was 20.5% higher in Orange County and 15.3% higher in the SCC service area compared to median income in 2000; however, the Orange County median household income declined by almost 6% from a high of \$75,078 in 2008 to \$70,880 in 2010. Additionally, the percentage of individuals living below the poverty level has increased (10.3% in 2000 vs. 12.2% in 2010 for Orange County and 11.2% vs. 12.4% for SCC service area).

The collapse of the housing market and the subsequent foreclosure crisis are fully evident in the drop of the homeownership rate that occurred during the period 2000 to 2010 (61.4% vs. 59.2% for Orange County and 60.4% vs. 58.3% for the SCC service area). The decline in homeownership and the implied losses in home equities, combined with elevated levels of unemployment and the loss of retirement funds, due either to gyrations in the investment markets or to early redemptions, have pushed many individuals to delay retirement and to retrain for new careers in what otherwise would be retirement years.

Similarly, these broad economic trends may lead to an increase in students who are high-achieving educational value seekers: individuals academically qualified for the university following high school but who, for economic reasons, are seeking to obtain higher education at reduced costs through the transfer pathway.

The educational attainment of the county and SCC service area populations show slight increases from 2000 to 2010, as percentages of residents with high school diplomas increased from 79.5% to 83.2% for Orange County and from 77.2% to 79.0% for the SCC area. Bachelor degree attainment rates are also higher in 2010 compared to 2000: 30.8% to 36.6% for Orange County and 26.6% to 28.8% for SCC area.

Both Orange County and the SCC area have seen a slight increase in foreign-born residents (about half of a percentage point) and an even larger increase in the percentages of people who speak languages other than English at home (from 41.4% to 45.3% for Orange County and from 44.0% to 48.0% for SCC area). Almost half of the residents in the SCC service area reportedly speak languages other than English at home.

Table 12 presents data from the United States Census long form for 2000 and the American Community Survey for 2010 related to income, employment, housing, education, and geographic origin.

**Summary of Key Points:**

Nationally, and within Orange County and the SCC service area, the population is getting older and more ethnically diverse. This trend is expected to impact the ability of the college to attract traditional-age students. In addition, the college will need to meet the academic needs of an ethnically diverse population base with its program offerings.

- Individuals below the age of eighteen have declined in Orange County and are expected to increase only modestly by 2020.
- Asian and Pacific Islanders are the fastest growing ethnic group within the county. By 2020 Orange County will most likely reflect a population base with multiple ethnic identities. The three largest groups are expected to be Latinos (39%), Non-Hispanic Whites (37%), and Asian and Pacific Islanders (20%).

The current economic downturn has created a need for individuals to delay retirement and continue working, and it may also create enrollment declines of traditional, direct-from-high-school students as a greater number of highly qualified students seek educational access at a reduced cost through the transfer pathway. For SCC, these economic realities may result in more individuals seeking retraining as well as highly qualified traditional students.

## **What Do We Offer? Patterns and Trends in Instructional Program Offerings**

This section presents SCC student data from 2005-06 to 2009-10 academic years to show the trends in degrees and certificates awarded, FTES, and course offerings and enrollments. Most of the data in this section were queried from the Management Information System (MIS) database using the referential files or the Cal-PASS SMART data tool. The purpose of the data is to provide planners with information regarding how the college is currently positioned to maintain, enhance, or develop new offerings.

### **Degree and Certificate Production**

Consistent with many other measures at SCC, the number of degree and certificate awards earned by SCC students peaked in the 2006-07 academic year, declined steadily the next few years, and stabilized by the 2009-10 academic year.

Overall, the number of Associate of Arts (AA) degrees awarded declined by 13%, from 633 awards in 2006-07 to 551 in 2009-10. Historically more than 90% of all AA degrees awarded at SCC were in Liberal Arts and Sciences, but because of the introduction of AA degrees in Humanities which were initially awarded in 2008-09 and accounted for 26% of degrees awarded in 2009-10, only 56% of all AA degrees were awarded in Liberal Arts and Sciences in 2009-10. Seventeen AA degree programs had awarded at least one but fewer than five degrees in the five academic years prior to 2010 (see Tables 13-1 and 13-2).

In contrast, the number of Associate of Science (AS) degrees awarded remained about the same from the 2006-07 peak, after having drastically increased in the years prior to 2006. However, with 52 AS degrees awarded in 2009-10, the number of AS degrees constitutes less than 9% of all Associate degrees awarded by SCC in 2009-10. Water science and technology accounted for the bulk of AS degrees awarded at SCC. Specifically, 44% (23 of 52) of AS degrees awarded in 2009-10 were in Water and Wastewater Technology.

Certificate awards have increased significantly, even without the dramatic increase in 2009-10 associated with the introduction of certificates in Transfer Studies (the state-approved certificates of achievement in General Education Plan B and Plan C). Excluding these Transfer Studies certificates, the number of certificates awarded has increased by 48%, from 210 awards in 2005-06 to 311 in 2009-10. Including the 505 certificates awarded for Transfer Studies, the total number of certificates awarded in 2009-10 was 816.

Aside from Transfer Studies, the three programs awarding the most certificates are Cosmetology/Barbering, Surveying, and Water and Wastewater Technology, which collectively account for 59% of all certificates outside of Transfer Studies.

### **Sections Offered and Enrollment by Category**

Because of a possible error in coding of the MIS data submission for the summer semesters, we are unable to report and analyze the complete academic year data. Instead, this discussion considers the aggregate of the fall and spring semester data as proxy for the academic year totals.

Table 14 presents the number of sections offered at SCC for the period 2005-06 through 2009-10. As is indicated in the table, SCC has been in decline since the peak number of offerings recorded in 2006-2007. According to MIS data, 1,217 credit sections were offered<sup>1</sup> in 2009-10 (Fall 2009 and Spring 2010), down from 1,301 total credit course sections offered in Fall 2005 and Spring 2006 or roughly a 6% decline in credit sections offered.

Table 15-2 presents the distribution of sections offered by section type: transfer, apprenticeship, occupational, and basic skills. As is indicated in the table, SCC is primarily a transfer-focused campus. Over 80% of the sections are classified as transferable to the university while approximately 4% of the sections offered are classified as basic skills. Additionally, the distribution of transferable and basic skills course sections at SCC has remained relatively stable over time, compared to course sections classified as apprenticeship and advanced or clearly occupational. With regard to apprenticeship sections, in 2005-06 the percentage of these sections represented approximately 38% of the total sections offered compared to 33% in 2009-10. In addition, sections categorized as advanced or clearly occupational declined from approximately 7% of the total share to 4% of the total share of sections offered over the period.

All program areas, except apprenticeship, experienced declines in the absolute number of sections offered over the 2005-10 period. These section reductions, however, were not consistently observed across transfer, basic skills, and occupational courses. In other words, some areas experienced greater declines in the sections offered than others. For example, although the largest share of sections offered has remained in the transfer area, which has maintained its share of sections offered relative to other areas, the transfer program experienced overall declines in the number of sections offered of 3.6% over the period and 8% from the peak which occurred in 2006-07 (see Tables 15-1 and 15-2). The number of sections classified as advanced occupational and clearly occupational declined by 19% over the period. Similarly, basic skills sections declined by 21%<sup>2</sup>.

Despite the fact that the number of sections offered has been in decline from 2005 to 2010, enrollment in courses has been steadily increasing over the period (see Table 14-1). The average enrollment per section in the credit program, exclusive of IDS, review, and lab sections, has increased from 27.75 students per section in 2005-06 to 34.90 students per section in 2009-10.

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<sup>1</sup> The overall figures presented in this paragraph reflect credit sections offered exclusive of IDS, STDY, and Math lab sections with >300 enrollments.

<sup>2</sup> The decline in basic skills is reported for the period 2005-06 through 2008-09. 2009-10 data were excluded from the calculation because the number of basic skills sections offered jumps dramatically due to the inclusion of Apprenticeship and/or non-credit courses at OEC that were incorrectly coded as basic skills.

### Summary of Key Points:

Although Santiago Canyon College fulfills the California Community College mission of transfer, career and technical, and basic skills education, the primary focus of the college is on transfer. Transfer programs are also the primary reason students enroll at SCC.

- The majority of degrees and certificates are awarded in the areas of lower-division transfer, specifically Liberal Arts, Humanities, and Transfer Studies. Obtaining an AA degree or transferring is the educational goal of the majority of students who attend SCC.

SCC is well-positioned to continue to offer the transfer program. In spite of budget reductions, the transfer program makes up the clear majority of sections offered in relative and absolute terms. Currently, the majority of students who enroll at SCC are traditional, direct-from-high-school students; this trend is expected to continue in the short-term due largely to decreased capacity in the public four-year postsecondary segment.

## **What Programs and Services Should We Offer? Factors Affecting Instructional Programs and Services**

### **General Trends in Business and Industry for Orange County**

This section discusses trends in business, industry, and the workforce of Orange County, with focus on projected areas of employment growth correlated with the need for higher education.

#### **Business and Industry**

Orange County is home to a variety of innovative industries, research and higher education institutes, business incubators, and global corporations. According to the Orange County Workforce Indicators Report (2011), the county is also recognized as a leader in advanced transportation, alternative fuels, and medical devices. Indeed, the largest employers in the county reflect business and industry expertise in healthcare, education, medical technology, computer/electronics, and tourism (see Table 16 in Appendix E). Because of this identity, Orange County has higher than the national average of industry clusters in some areas. Some of the more highly concentrated clusters include satellite and telecommunications, audio and video equipment manufacturing, semiconductor and other electronic component manufacturing, medical equipment and supplies manufacturing, and telecommunications resellers.

Although the California Employment Development Department projects that through 2016 low-wage retail and service sector jobs will be the fastest growing in terms of absolute growth, Orange County is also expected to grow in higher wage sectors, such as health care and business services (Orange County Workforce Indicators 2011). Employment opportunities in these sectors may require increased educational attainment; those with less than a college degree may not be able to take advantage of these higher wage employment opportunities. Figure 2 presents three scenarios for job growth by industry sector for Orange County. The data show that public sector employment, in the areas of government and education as well as in construction, is projected to grow at a much slower pace than health care and business services.

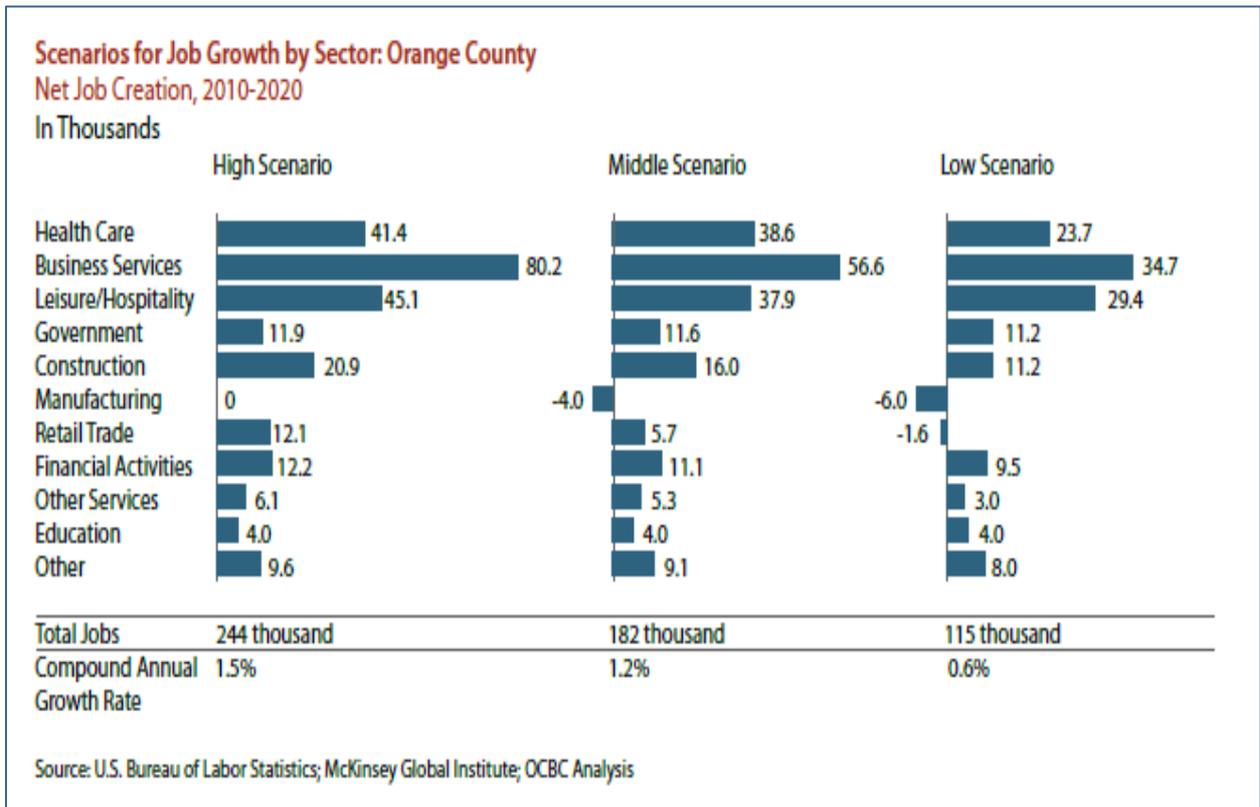


Figure 2 Possible scenarios in job creation by sector in Orange County (credit: graphics taken from Orange County Workforce Indicators 2011/2012, published by Orange County Business Council).

Within Orange County, new employment drivers, or emerging industry clusters, are beginning to propel growth in high-wage occupations. These emerging clusters in the areas of international trade, information technology, green technology, and creativity currently cut across traditional industry clusters in the county and may become major sources of employment and revenue (Figure 3 presents the analysis of industry clusters and drivers within Orange County).

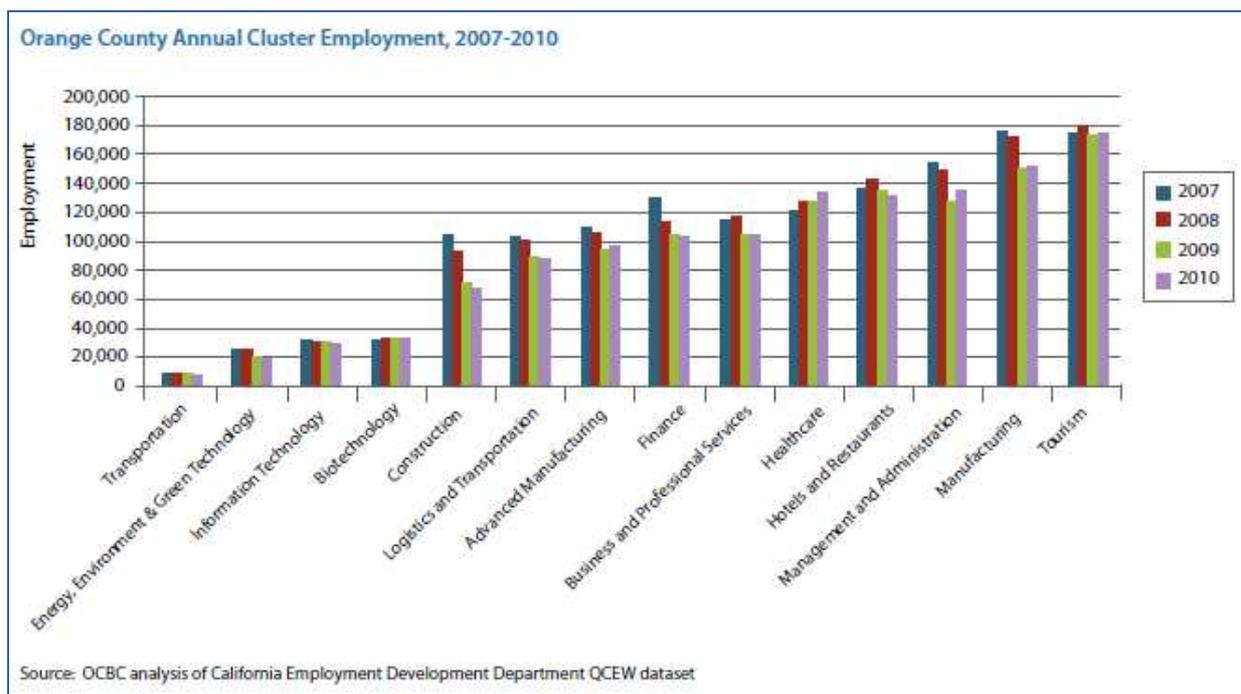


Figure 3 Employment Clusters in Orange County (credit: graphics from Orange County Workforce Indicators 2011/2012, published by Orange County Business Council)

### Future Program Offerings: Stakeholder Voices

This section presents an excerpt of results from several focus groups held with SCC faculty and classified staff. The results provide planners with descriptors of the stakeholder perceptions about the future of the college’s programs and services.

#### Background

During fall 2011, participants in a series of focus groups with faculty and classified staff responded to questions related to students, programs and services, and the identity of the college. This section presents a synthesis of the emerging themes related to the following question:

*“If resources were no object, what kinds of programs and services do you think the college should be offering?”*

Several common themes emerged from the responses to this question. They revolved around maintaining the comprehensive mission of the college, adding signature programs in the areas of career and technical education, maintaining signature programs in the area of general education, and building partnerships with local businesses and industry. These themes are further elaborated below.

### **Developing New Programs for New Markets: High Technology and Green Technology**

Participants in the focus groups demonstrated understanding of the strategic location of the college within Orange County and the industry resources located within the county in the areas of high technology and green technology. When asked what kinds of programs and services the college should offer in the future, participants across all four of the focus groups touched on developing programs in these areas. For example, participants noted that

*“The college needs to not only add on to its signature programs in Water and Surveying, but [also] develop green technology programs.”*

*“Can’t we get Donald Bren to create that program here? Create an Environmental Studies-Sustainable Studies program.”*

*“STEM is also another booming area. We need to have more programs in this area as well.”*

*“It would be nice to cultivate computer science programs that serve the high tech businesses here in Orange County.”*

*“More computer classes. They are so limited. Software classes. Coastline is known for that. You only have one programming class. We don’t offer hands-on computer classes just transferable classes that deal with theory. People who want to take XP can’t take those classes here.”*

While some participants also expressed a desire to establish a fuller menu of traditional career and technical programs, like automotive technology and nursing, all stakeholder groups mentioned creating high technology and green technology programs. Stakeholder groups also mentioned creating new, unique programs that would allow the college to enhance its academic reputation and attract students.

### **Forging an Identity: Creating a Brand for Traditional Students**

Maintaining signature programs was seen as central to forging a unique identity that allows the college successfully to attract and retain traditional undergraduate students. The focus groups emphasized the importance of creating a brand or forging an identity that exemplifies high quality experiences, in very specific areas, and excellence in undergraduate education as critical to the future of the college. Groups also emphasized the importance of maintaining a comprehensive menu of programs and services. The following quotes are illustrative of these themes.

*“[W]e have to create our own identity. We started off as an outgrowth of SAC, but it has been ten years now. It is time for us to go our own way.”*

*“Students will not choose us if we don’t have the signature programs. The programs that give them an edge in transfer. (sic) We used to have top programs in Model UN and choir.”*

*“We also need to get our depth back. We cannot compete with the neighboring colleges because we have lost our depth of offerings, and we need to get that back.”*

*“[We] should reach out to the private high schools....with higher level students and develop co-curricular programs that meet the needs of these high end students.”*

*“Certainly co-curricular programs are needed in order to retain our students, especially those who are directed toward transfer. They need activities and things to do that will help them achieve that goal.”*

Here, participants stressed that the college’s reputation for transfer and its transfer programs was critical to the future of the college.

### **Imagining New Delivery Strategies for New Markets**

Participants did not mention alternative instructional delivery strategies and building the infrastructure to capture enrollment and auxiliary investments of resources. Aside from developing distance education offerings and services, most of the participants did not express ideas related to developing programs and services in unique ways that might better address the enrollment and learning needs of different kinds of students or new markets of students. In other words, participants did not indicate that the college should explore alternative instructional delivery methods, such as offering compressed courses, as part of developing new programs or enhancing existing programs. Campus stakeholders continue to think of the college as a place that provides traditional instruction to traditional students.

Similarly, participants did not express ideas related to developing the necessary infrastructure to attract auxiliary investments of resources or establish long-term partnerships with business and industry. Rather, participants viewed the college as an attractive investment to local business and industry because it is an educational provider. In discussing partnerships with local businesses and industry, participants did not discuss how the college could encourage a business to partner with the college or make an investment in one of the college’s programs. Participants believed that local businesses would have a desire to partner with the educational providers without providing an incentive.

#### Summary of Key Points:

High wage employment growth is expected to be strongest in the areas of health care and business services and slower in public sector employment, education, and construction.

If new programs are to be developed, college stakeholders expressed a preference for new programs in the areas of high technology and green technology.

College stakeholders perceived that restoring and enhancing high quality curricular and co-curricular programs for traditional undergraduate students were critical to maintaining the reputation of the college and to ensuring a vibrant future for the college.

College stakeholders perceived the college as continuing to provide the same kinds of programs and services to the same type of students that the college has historically served.

- This perception of the college cut across stakeholder groups. They did not mention how the college might better appeal to non-traditional students, those students who already possess college degrees but need retraining, and the needs of local businesses and industries.

### **Conclusion: Key Findings Frame a Planning Agenda**

As California has continued to struggle during this protracted period of economic recession to fund the community college system, clear strategies to maximize efficiency and increase productivity have emerged. These strategies include reduced funding in specific areas, demands for increased productivity in degree, certificate, and transfer outcomes, and accountability in exchange for investments of resources.

Whom we serve in the future is a function of several factors, which includes:

- trends in the external environment,
- whom we are best-positioned to serve,
- conscious choices about our ability to attract and sustain new investments as well as to develop new programs, and
- whom we ought to be serving in light of the new, narrowed mission of the California Community Colleges.

Without a doubt, the college has historically served traditional, transfer-directed undergraduate students. In spite of a prolonged period of reduced budgets, the college has maintained the share of traditional undergraduate curriculum offerings relative to other offerings and, as a result, has positioned itself to continue to serve this particular group of students.

Several trends will most likely impact the college's ability to attract and retain traditional undergraduate students, specifically, short-term capacity issues at four-year universities and declines in this age group over the long term. If the college chooses to establish an identity as a high-quality traditional undergraduate campus, then some resource implications must be considered. Attracting traditional undergraduate students will become increasingly competitive and will likely necessitate the addition of curricular and co-curricular programs that draw students from a wide area and retain them to goal completion once they enroll. Expected longer-term declines in this undergraduate population will likely require the college to invest resources in marketing and recruitment. Finally, investing in developing and marketing the college's reputation as a transfer institution will be a key strategic component of a traditional transfer student identity over other aspects of the community college mission.

### **Part Three**

#### **The Planning Goals**

During the creation of the *Educational Master Plan 2012-2016*, the development activities were described as being similar to drawing the map for a trip that will last the next four years. To extend this metaphor, a map requires a sense of the direction to be traveled, important stops along the way, and a final destination. Just as importantly, a roadmap suggests a route, as this EMP suggests a plan. When SCC reflected on the 2007-2012 EMP, they realized that the conditions present during the development of a plan may change quickly in unforeseen ways, requiring flexibility and adjustment in the college's goals. As a result, the next four years will be a period of stabilization and refocusing by the college, rather than a period of dramatic growth in enrollments, funding, and programming.

As the Educational Master Planning Committee drove the development of the *Educational Master Plan 2012-2016*, it remained constantly aware of the need to develop a plan that could be executed even as conditions may shift. When the four subgroups met to synthesize the environmental scan findings, focus group feedback, and open forum input, each group focused on writing 4-6 goals with 1-2 action items for each goal. Additionally, the subgroups were asked to follow a SMART goal model:

- **Specific** (clearly linked to the underlying issue)
- **Measureable** (we will know when we've met the goal)
- **Attainable** (within the power of the college alone to complete)
- **Realistic** (completed with the available resources)
- **Timely** (completed by 2016)

The subgroups met twice to draft and refine the goals and action items related to their focus. The Educational Master Planning Committee (EMPC) then coordinated the wording of the goals and action items. The draft goals were distributed to the campus for additional feedback before being incorporated into the *Educational Master Plan 2012-2016*.

Taken as a whole, the college's planning goals provide a roadmap for institutional actions that will increase student success, enhance effectiveness, demonstrate accountability, and improve efficiency. The goals are consistent with the recommendations of the 2011 California Community Colleges Student Success Task Force and the Accrediting Commission for Community and Junior College's accreditation standards. Finally, it is important to note that the goals and action items identified in this plan have gained the widespread support of the Santiago Canyon College community.

## **Goals and Action Items**

### ***Whom Will We Serve?***

1. Strengthen outreach and recruitment.
  - a. Identify target populations and implement strategies for recruitment.

### ***What Will We Offer?***

2. Align the college curriculum to focus on student completion of pathways.
  - a. Evaluate and identify curriculum and programs for complete pathways.
  - b. Adjust curriculum and offerings accordingly.
3. Promote an integrated approach to supporting student success.
  - a. Develop and implement strategies to increase awareness of student services and instructional programs among faculty, classified staff, and students.
4. Promote a college identity of high quality, academic excellence, and personalized education.
  - a. Identify signature programs that support achievement of student academic goals.
  - b. Implement and support signature programs and college identity.
5. Support faculty in offering high quality instruction to students in the classroom and online.
  - a. Establish a coordinator of teaching and learning and an instructional design center.
  - b. Provide enhanced technology support for faculty and students.
  - c. Increase staff development and technology training for faculty.

### ***How Will We Serve Them?***

6. Maintain and enhance the college's technological infrastructure.
  - a. Facilitate the implementation of the SCC Technology Plan, including staffing.
7. Maintain the facilities infrastructure.
  - a. Identify and prioritize maintenance needs, including staffing.
8. Support and encourage focused green practices on campus.
  - a. Engage the Facilities Committee to explore and implement several specific and sustainable green practices.
9. Develop and support an infrastructure related to web and social media.
  - a. Identify and define communication practices and challenges.
  - b. Redesign the website and coordinate with social media.
10. Support faculty development in the areas of innovative pedagogies and curriculum design.

- a. Dedicate resources for faculty development.
  - b. Reexamine the faculty development model for alternative models of scheduling and topics.
11. Increase educational goal completion for university transfer, degrees, and certificates.
  - a. Continue development and deployment of the degree audit.
  - b. Ensure pathway completion by providing customized academic and student support.
12. Increase student learning and achievement through a culture of continuous quality improvement.
  - a. Further integrate SLO and other outcomes assessment into the program planning and review process for all college units.
  - b. Identify and provide data in useful formats.
  - c. Enhance capacity for analytic decision-making through training for faculty, classified staff, and administrators.
  - d. Establish structural procedures for using data in decision-making processes across the college.
13. Strengthen and develop relationships with key partners and stakeholders.
  - a. Identify key partners and stakeholders.
  - b. Devise coordinated strategies to build and enhance relationships with key partners and stakeholders.
14. Develop sustainable, alternative revenue streams utilizing existing resources.
  - a. Identify and leverage existing resources to produce alternative, unrestricted revenues (facilities, community services, foundation).
  - b. Develop processes for acquiring and allocating alternative, unrestricted revenues.
  - c. Develop mechanisms to use initial, alternative unrestricted revenues to fund future development activities.
15. Strengthen capacity to seek and acquire grant funding for the purpose of developing innovative programs and services that align with the college mission and vision.
  - a. Educate the campus community about the availability and benefits of, as well as the procedures for, acquiring grant funds.
  - b. Identify subject matter experts to facilitate successful acquisition of grant funds.

**Mapping the Goals**

<b>SCC Goals</b>	<b>Action Items</b>	<b>Responsible Party</b>	<b>Map to RSCCD Goals</b>
1.Strengthen outreach and recruitment	1.a Identify target populations and implement strategies for recruitment	Outreach	8. Assess the educational needs of the communities we serve, and enhance awareness of the colleges and community involvement through outreach and advocacy among community constituencies and leaders.
2.Align the college curriculum to focus on student completion of pathways	2.a Evaluate and identify curriculum and programs for complete pathways	Curriculum Council	2. Provide access and retention for completion of programs, including transfer, vocational, and high school diploma programs; and prepare students for success in their academic, career, and personal life endeavors.
	2.b Adjust curriculum and offerings accordingly	Deans Department Chairs	
3.Promote an integrated approach to supporting student success	3.a Increase awareness, access, and utilization of student services and instructional programs among faculty, classified staff, and students	VP of Student Services VP of Academic Affairs Academic Senate President	1. Promote a learning community environment that is innovative, student-centered, and celebrates student achievement. 4. Promote flexible, cost effective educational programs and services including the use of cutting-edge technology and educational program delivery via technology.
4.Promote a college identity of high quality, academic excellence, and personalized education	4.a Identify signature programs that support achievement of student academic goals	College Council Academic Senate	1. Promote a learning community environment that is innovative, student-centered, and celebrates student achievement. 6. Maintain a positive, productive working environment for employees, recognizing and embracing diversity, and enhancing staff development opportunities that address innovation and technology.
	4.b Implement and support signature programs and college identity	College Council	

5.Support faculty in offering high quality instruction to students in the classroom and online	5.a Establish a coordinator of teaching and learning and an instructional design center	VP of Academic Affairs	4. Promote flexible, cost effective educational programs and services including the use of cutting-edge technology and educational program delivery via technology. 6. Maintain a positive, productive working environment for employees, recognizing and embracing diversity, and enhancing staff development opportunities that address innovation and technology.
	5.b Provide enhanced technology support for faculty and students	Coordinator of Teaching and Learning	
	5.c Increase staff development and technology training for faculty	Coordinator of Teaching and Learning	
6.Maintain and enhance the college's technological infrastructure	6.a Facilitate the implementation of the SCC Technology Plan, including staffing	Technology Committee	4. Promote flexible, cost effective educational programs and services including the use of cutting-edge technology and educational program delivery via technology.
7.Maintain the facilities infrastructure	7.a Identify and prioritize maintenance needs, including staffing	Facilities Committee	3.Update and implement facilities master plans, maximize college and community use of facilities, and incorporate "green" efforts into facilities development and other efforts when cost-effective.
8.Support and encourage focused green practices on campus	8.a Engage the Facilities Committee to explore and implement several specific and sustainable green practices	Facilities Committee	3.Update and implement facilities master plans, maximize college and community use of facilities, and incorporate "green" efforts into facilities development and other efforts when cost-effective.
9.Develop and support an infrastructure related to web and social media	9.a Identify and define communication practices and challenges	Technology Committee/ITS	4. Promote flexible, cost effective educational programs and services including the use of cutting-edge technology and educational program delivery via technology.
	9.b Redesign the website and coordinate with social media	Web Task Force	

10.Support faculty development in the areas of innovative pedagogies and curriculum design	10.a Dedicate resources for faculty development	Budget Committee	1. Promote a learning community environment that is innovative, student-centered, and celebrates student achievement. 6. Maintain a positive, productive working environment for employees, recognizing and embracing diversity, and enhancing staff development opportunities that address innovation and technology.
	10.b Reexamine the faculty development model for alternative models of scheduling and topics	Faculty Development Committee	
11.Increase educational goal completion for university transfer, degrees, and certificates	11.a Continue development and deployment of the degree audit	Admissions/ Counseling	2. Provide access and retention for completion of programs, including transfer, vocational, and high school diploma programs; and prepare students for success in their academic, career, and personal life endeavors.
	11.b Ensure pathway completion by providing customized academic and student support	Student Services Counseling	
12.Increase student learning and achievement through a culture of continuous quality improvement	12.a Further integrate SLO and other outcomes assessment into the program planning and review process for all college units	EMPC	1. Promote a learning community environment that is innovative, student-centered, and celebrates student achievement.
	12.b Identify and provide data in useful formats	Office of Institutional Effectiveness and Assessment	
	12.c Enhance capacity for analytic decision making through training for faculty, classified staff, and administrators	Office of Institutional Effectiveness and Assessment	
	12.d Establish structural procedures for using data in decision making processes across the college	EMPC/Office of Institutional Effectiveness and Assessment	

13.Strengthen and develop relationships with key partners and stakeholders	13.a Identify key partners and stakeholders	President/SCC Foundation	7. Expand partnerships with business, labor, community groups, universities, schools, and other public and private agencies in order to enhance the district’s resource development, ensure student access and success, ensure robust economic development programs, and be responsive to workforce development needs and high demand career fields. 8. Assess the educational needs of the communities we serve, and enhance awareness of the colleges and community involvement through outreach and advocacy among community constituencies and leaders.
	13.b Devise coordinated strategies to build and enhance relationships with key partners and stakeholders	President/VPs/Deans	
14.Develop sustainable, alternative revenue streams utilizing existing resources	14.a Identify and leverage existing resources to produce alternative, unrestricted revenues	President/ VPs/ Foundation/Budget Committee	5. Pursue alternative public and private funding sources to increase the district’s fiscal sustainability and to implement the district’s vision and goals, and encourage the foundations and district to create plans for capital and program campaigns and alumni association development.
	14.b Develop processes for acquiring and allocating alternative, unrestricted revenues	President/ VPs/ Foundation/Budget Committee	
	14.c Develop mechanisms to use initial, alternative unrestricted revenues to fund future development activities	President/ VPs/ Foundation/Budget Committee	
15.Strengthen capacity to seek and acquire grant funding for the purpose of developing innovative programs and services that align with the college mission and vision	15.a Educate campus community about the availability and benefits of and procedures for acquiring grant funds	President Director of Grants (District Office)	5. Pursue alternative public and private funding sources to increase the district’s fiscal sustainability and to implement the district’s vision and goals, and encourage the foundations and district to create plans for capital and program campaigns and alumni association development.
	15.b Identify subject matter experts to facilitate successful acquisition of grant funds	President/VPs/Deans	

## **Appendix A**

### **Library**

#### **VISION**

The vision of the Santiago Canyon College Library is to provide an unrestricted gateway to sources of knowledge throughout the world; to instill a love of books and ideas and an appreciation of the rich history of human thought.

#### **MISSION**

The mission of the Santiago Canyon College Library is to make available a variety of information resources and services in support of the instructional and service goals of the College. The Library strives to stimulate the use of library resources for intellectual and personal development of the students, faculty, the classified staff of SCC, and the community.

#### **DESCRIPTION**

The Library offers many services to students, classified staff, and community members.

#### **Curriculum**

The Library offers Bibliographic Instruction classes that are customized to meet specific curriculum needs as well as basic research and citation creation workshops. Classroom management software is utilized to create an interactive experience. Library and Information Studies transferable courses are electives for Communication, Philosophy, and History majors at Santiago Canyon College and the Library Technology Program at Santa Ana College.

#### **Facilities**

The 40,000 square foot, two-story library facility houses 45,000 print volumes, one hundred and twenty-three computer work stations, thirteen group study rooms, a Library Instruction Lab, Faculty Development Center (FDC), Student Innovation Zone (SIZ), and a copy, print, and self-check-out station helping to create a unique learning environment for students, faculty, classified staff, and community members.

#### **Faculty and Classified staff**

Librarians are instructors and facilitate for the research process. The Library Department currently consists of 6 full-time Librarians, 3 full-time Library Technicians and 1 part-time Library Technician.

#### **ASSESSMENT OF PROGRESS**

##### **Classified staff and Faculty**

Since Spring 2009, retirements and layoffs have resulted in the loss of 1 full-time Librarian, all (1.2 FTE) part-time Librarians, 1 full-time Library Technician, 2 part-time Library Technicians, 1 part-time Library Systems Specialist, and 1 part-time Library Clerk.

### **Enrollment/Usage**

The Library is heavily used with an average of 170,000 students visiting the Library and another 154,000 accessing it remotely per year. Library service is consistently rated highly by our students (Santiago Canyon College, Student Satisfaction Study, September 2011). The loss of Library faculty and classified staff has resulted in elimination of Friday and Saturday hours and reduction of weekday hours.

### **Materials**

The book budget was drastically reduced due to District-wide budget cuts. The Librarians worked with other faculty members to pass an Academic Senate Resolution to address the lack of a materials budget and the impact it would have on the college curriculum. Separate line items were created for periodical and databases.

### **Facilities**

A facility assessment survey was conducted. The Librarians have rearranged the collection and worked with maintenance to address student concerns, such as temperature control.

### **Curriculum**

The Department was unable to expand connections to Learning Communities as the program was discontinued at the end of the Title III grant. The Librarians developed an online quiz to assess bibliographic instruction. Reference was expanded to include chat- and text-based reference.

### **Technology**

The Department worked with ITS to create a replacement cycle for library technology. It was incorporated into the campus and district technology plans.

## **PLANNING OBJECTIVES 2012-2016**

### **Curriculum**

The Department plans to offer additional sections of the Library courses in both hybrid and online formats to meet the variety of learning styles of students. The Department also intends to develop a 2-unit Library credit course as a general education course to meet the requirement for Area E: Lifelong Understanding and Self-Development. The Department will explore offering the Library 100 courses in the summer to capture the incoming freshmen. The Librarians will need to explore alternative modalities for delivering bibliographic instruction and extend reference service beyond operating hours.

The Librarians will liaison with Departments to better integrate library services, strengthen ties to College curriculum, and improve student success. The Librarians will work with faculty members to embed Library services into courses using online instruction tools.

### **Facility**

The Librarians will need to engage in a dialogue with administrators to address Library maintenance concerns. Existing furniture relocation plans will need to be executed and funding will need to be secured for additional furniture.

**Faculty and Classified staff**

Additional classified staff and faculty are required to increase the Library's operating hours. A pool of adjunct Librarians needs to be developed to maximize our flexibility to offer and teach Library courses. An Instructional Design Librarian is required to develop alternate learning objects to meet the needs of online learners in distance education classes as well as traditional classroom-based classes that are supplemented with online instructional tools.

**Materials**

In order to meet the curriculum needs of the college, the Library requires an ongoing, institutionalized budget. The lack of a materials budget has resulted in deficiencies in the Library collection. These deficiencies impact the Librarians' ability to provide research services and to support the college curriculum.

**Technology**

There is significant student demand for a GoPrint station that accepts coins to add value to print cards, in addition to dollar bills. The Library should have the ability to accept credit cards as payment for print cards and fines. Technical support should be available for students using Library computers. Student computers need to be replaced and new software, including Photoshop and Firefox, installed. Student email accounts would streamline the material request and overdue notification process.

The Librarians will continue to explore evolving digital formats.

## **Appendix B Counseling and Placement**

### **VISION**

The Counseling Department will deliver an integrated system of services designed to enhance student success by providing the highest level of timely and effective information. Counseling faculty will serve the educational, career and personal needs of students with a level of academic rigor that will launch the student's successful college career (created 4/10; revised 4/2012).

### **MISSION**

To provide the educational and personal counseling support and information that will enable students to strategically plan for success as they set goals that directly focus and align with their visualized educational, career, and personal outcomes. In addition, counseling faculty guide students through the transformational process that occurs once they have taken the steps forward in selecting a major and beginning the journey towards the desired career of their dreams by developing the habits of a self managed and self driven individual where balancing school and work come naturally in an increasingly complex world (created 2006; revised 4/2012).

### **DESCRIPTION**

#### **Educational Planning Services**

- New Student Orientation and Advisement
- Placement Testing (Interpretation of CTEP, MDTP, TELD, Reading, Chemistry) and course sequence counseling
- Pre-requisite clearance (if course or placement test taken at another institution)
- Basic Skills (English N60) classroom presentations and follow-up counseling
- Math classroom presentations to ensure students understand appropriate math sequence
- Academic counseling for the development of an educational plan
- Specialized Counseling: Athletics; Honors Program, Adult Re-Entry, Career Technical Education, Science, Technology, Engineering, Math (STEM), Financial Aid Probation, Academic Probation, etc.
- Career Assessment Interpretations and career counseling
- Short-term personal counseling

#### **Participation in Innovative Outreach Activities**

- Annual High School Counselor Breakfast
- Parent Night and Parent Orientation
- Annual Early Welcome Registration Program for high school seniors
- Discover SCC

#### **Grants**

- STEM<sup>2</sup> – Strengthening Transfer Education & Matriculation in STEM  
Designed to develop a system to increase the number of STEM major students, in particular under-represented students, who successfully

complete their bachelor's degree in four years, using a 2+2 model (2+3 for engineering).

- **Teacher Pathway Partnership**  
Program for "at risk" students due to multiple factors, impacted by gang community, and first-generation college students. Cohort of students are enrolled in classes leading to the achievement of two SCC certificates: After School Program Assistant and After School Assistant Teacher.
- **CTE Community Collaborative**  
Seeks to inspire the occupational exploration skills and educational interests of middle school students in the Orange Unified School District by expanding each individual's awareness of high wage/in-demand career opportunities, as well as pathways into higher education that promote degree completion and student success.

### **Probation Interventions**

- Academic Probation workshops for students earning below a 2.0 gpa
- Specialized workshops for Financial Aid students on academic probation

### **Instructional Component**

The Counseling Department provides an encompassing **curriculum** of classes that provide a wide range of educational, personal, cultural and career exploration. Classes include career/life planning, learning strategies for college success, careers in teaching, and education classes. Two counseling courses fulfill CSU Area E general education requirements and are UC transferable. Education courses are applicable towards Elementary Education Degree requirements along with Certificate's of Proficiency in After School Program Assistant, After School Program Associate Teacher, and Special Education Paraprofessional.

### **Facilities, Faculty and Classified staff**

The Counseling Department consists of seven generalist counselors (one serves as department chair); two EOPS/CARE counselors (one of whom is the program director); one Articulation Officer; two full-time classified staff for Counseling Reception; one Information Systems Specialist, numerous classified staff for EOPS and for Transfer, Career Services, and Testing Center; one administrative dean, and two administrative secretaries.

### **Numbers Served**

In 2011-2012, generalist counselors provided academic, career, and personal counseling to approximately 12,924 students through scheduled appointments and walk-in counseling. In addition, 2,082 students were served through new student orientation and advisement.

### **ASSESSMENT OF PROGRESS**

The Counseling Department fared well toward reaching its identified planning objectives as outlined in the 2007 – 2012 EMP. Objectives that were achieved include the following:

- Online course offerings were increased by offering two sections of Career/Life Planning via distance education. Online counseling services have been created for students which include e-Advising and the ability to sign up for placement testing through the department's website.

- An Associate Degree in Elementary Education to prepare students for university transfer was adeptly created as were certificate's of proficiency.
- Datatel was successfully implemented throughout the Counseling Division.
- Counseling courses and services developed Student Learning Outcomes, incorporated Student Learning Outcomes into their methods of assessment and completed assessment of Student Learning Outcomes.
- Counseling services were increased to serve basic skills, financial aid, career technical education, and probationary students.

Planning objectives that were not achieved from the 2007-2012 EMP are as follows:

- The hiring of additional counseling faculty to meet counselor-student ratio as recommended by the state wide academic senate.
- The request of a new Student Services Building to accommodate all of Counseling and Student Support Services creating a one-stop conduit for students, if funding became available.

The two planning objectives that were not achieved relate primarily to a lack of funding due to the state budget deficit and the college freeze on some hiring.

#### **PLANNING OBJECTIVES 2012-2016**

The Counseling Department plans to:

- Research and develop an on-line new student orientation program.
- Acquire additional offices for individual counseling appointments.
- Secure dedicated space for workshops and special project orientations and support services.
- Request the hiring of additional full time counselors.
- Develop and implement counseling services to meet the requirements of the Student Success Act of 2012 (when enacted).

## **Appendix C Financial Aid**

### **STUDENT SERVICES Financial Aid Education Master Plan (EMP)**

#### **MISSION**

We support the mission and vision of Santiago Canyon College (SCC) Student Services by promoting the growth and development of students and contributing to student learning with our student centered approach.

The Mission of the Financial Aid Office at Santiago Canyon College (SCC) is to provide Federal, State and institutional financial aid services to students and to encourage members of a diverse student body to achieve their educational goals. We will promote awareness of Financial Aid programs through year-round in-reach and outreach efforts. We will strive to assist all students, regardless of their economic resources, to obtain the financial assistance to attend SCC—while maintaining the fiscal and regulatory integrity of its programs. We will utilize and expand technologies to prepare our students for the transfer experience. (Created 2007; revised 7/2012).

#### **VISION**

The Vision of the Financial Aid Office is to deliver effective, efficient and courteous service. In collaboration with federal and state agencies and institutional departments, the Financial Aid Office diligently preserves this relationship to maintain accountability and compliance with applicable laws, regulations and policies, in order to reasonably assure the most equitable and ethical awarding of financial assistance. Our staff will offer levels of service designed to meet the needs of the student body and strive to exceed the expectations of our students, staff, and community. (Created 1/07; revised 7/2012).

#### **Guiding Business Principles**

The Financial Aid Office (FAO) at SCC adheres to the Statement of Ethical Principles of the National Association of Student Financial Aid Administrators (NASFAA), and the principles and practices as prescribed by the U.S. Department of Education, the California Student Aid Commission, the California Community Colleges State Chancellor's Office, and RSCCD's policy and procedures in determining eligibility for federal, state, and institutional financial aid programs and resources.

#### **Objectives**

1. Process aid efficiently, in an accurate and timely way.
2. Make timely disbursements of aid to all eligible students.

3. Maintain compliance with all applicable federal and state financial aid rules and regulations and adhere to all ethical standards.
4. Use rationing devices to ensure limited, finite funds are provided to students who demonstrate the greatest financial need.
5. Employ professional judgment to ensure access to financial aid in unusual cases.
6. Provide excellent service to both internal and external customers.
7. Promote training, empowerment and accountability.
8. Seize opportunities for improvement of our business processes.

### **Overview of Services-Functions:**

Currently the SCC FAO offers student assistance with the following programs:

#### ➤ **Board of Governors Fee Waiver (BOGW)**

- California's Board of Governors Waiver (BOGW) Program waives enrollment fees for qualified residents of California for the entire school year. Students may receive a waiver for any number of units, with no minimum.
- **BOGW CCCAPPLY ONLINE APPLICATION:**  
CCCAPPLY is a statewide online application system for community colleges. The student applies online and does not have to reenter information when applying to another college on the same system. Once the application is submitted, Financial Aid staff review the application files, and an email is sent to the student with the decision. Santiago Canyon Financial Aid Office was the first one in the District to go live on CCCAPPLY on MAY 1, 2008.

#### ➤ **Federal Pell Grants (Pell)**

- The Federal Pell Grant is a federally funded program for undergraduates who demonstrate financial need. The amount of the Pell Grant is based on the cost of attendance, the Expected Family Contribution, and the number of units the student is enrolled in. Eligible students receive payments twice each semester. Students may be awarded up to the maximum amount of \$5,550 per year.

#### ➤ **Federal Supplemental Educational Opportunity Grant (FSEOG)**

- The FESOG is a federally funded grant available to undergraduates who demonstrate exceptional financial need, meet the priority deadline, and are Pell Grant recipients. Students are required to be enrolled in six units.

➤ **Federal Work-Study (FWS)**

- Federal Work-Study is a work program for students that allow them to work on campus, or off campus, or for a non-profit organization. Students may work up to 20 hours per week, usually at minimum wage or above.

➤ **State California Grant B (Cal Grant B)**

- Cal Grant B is provided to students from low-income families who are the first in their family to attend college. The maximum award amount is \$ 1,551 per year and will be prorated for less than full-time students. This grant may be used at community colleges and universities, not to exceed four years. Cal Grant B students also receive tuition costs at the same level as Cal Grant A, beginning the junior year.

➤ **State California Grant C (Cal Grant C)**

- Cal Grant C awards help pay for tuition and training costs at occupational or career colleges. This \$576 award is for books, tools and equipment. You may also receive up to an additional \$2,592 for tuition at a school other than a California Community College. To qualify, you must enroll in a vocational program that is at least four months long at a California Community College, private college, or a vocational school. Funding is available for up to two years, depending on the length of your program.

➤ **Federal Direct Loan Programs (FDLP)**

- The Rancho Santiago Community College District (RSCCD) participates in the Federal Direct Loan Program. Direct Loans can be need based or non-need based. Parent (PLUS) Loans are available for dependent students. Both subsidized/unsubsidized and PLUS Loans are borrowed directly from the federal government. These programs are all loans which must be repaid.

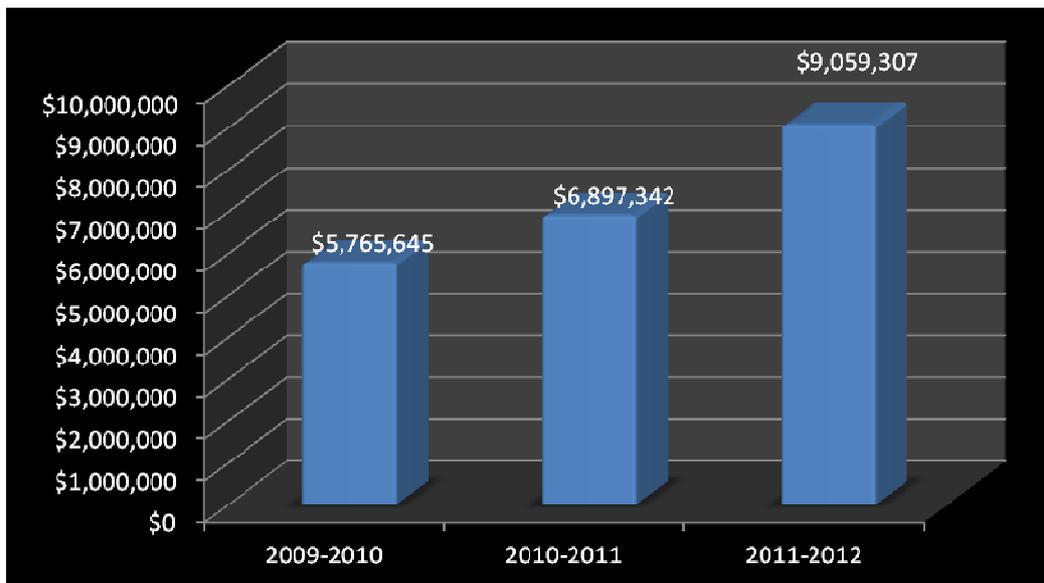
## **Facilities and Staff**

The Financial Aid Office is located in E-104, while the staff is spread to several other locations. It consists of: an Associate Dean (located E-106), a financial aid coordinator (located in A206-A) responsible for Veterans' scholarship and financial aid, two computer analysts, five FA analysts, a placement coordinator, two FA technicians, a part-time intermediate clerk and an administrative secretary.

### 3 ACCOMPLISHMENTS AND ASSESSMENT

#### Accomplishments:

	Annual 2009-10	Annual 2009-10	Annual 2009-10	Annual 2010-11	Annual 2010-11	Annual 2010-11	Annual 2011-12	Annual 2011-12	Annual 2011-12
	Student Count	Total Awards	Total Amount	Student Count	Total Awards	Total Amount	Student Count	Total Awards	Total Amount
SCC Total	4,591	4,591	\$5,765,645	5,405	12,409	\$6,897,342	7,671	8,340	\$9,059,307
BOG Fee Waiver	4,481	7,596	\$1,038,070	5,279	8,595	\$1,478,950	5,163	5,293	\$2,460,642
Grants	1,148	2,883	\$3,872,657	1,523	3,581	\$5,230,175	2,044	2,185	\$5,498,581
Loans	219	358	\$683,865	255	640	\$1,233,765	272	613	\$916,806
Scholarship	131	157	\$66,465	143	172	\$101,852	159	195	\$110,044
Work Study	34	79	\$104,588	31	61	\$86,365	33	54	\$73,234



#### **Numbers Served**

In 2011-2012, SCC FAO had a record year, as we provided assistance to over 7671 students in the amount of approximately \$9,059,307. That is almost 95% our FTES numbers of 8006 for 2010/2011 and 56% of our estimated credit head count numbers of 13523 for 2011/2012. The numbers above demonstrate an amazing achievement for a program which is only in its sixth year of full operations.

Here are the major accomplishments for financial aid operations from 2007-2012

- During this period SCC moved beyond provisional Title IV status. We also received long term approval from the state to participate in Cal Grant Programs. We had a Cal Grant program review in 2007/2008 and the SCC financial aid programs had zero findings in the program review.

- Between 2007 and 2012 each year the financial aid program at SCC has experienced, on an average, 20 percent growth and currently it has doubled in number of students it served in 2007 and has almost tripled the dollars awarded.
- In 2008 financial aid assumed administrative leadership over the Student Placement Office. Additionally, in the fall of 2009 the Scholarship Program was shifted under the same umbrella.
- SCC led the Datatel financial aid module implementation. SCC financial aid provided core leadership and was responsible for the fit gap analysis of the current financial aid system for both SAC and SCC. Additionally, we created the blueprint, in concert with the other project managers, to ensure a smooth and compliant implementation. We planned and spearheaded the processes and procedures for the entire RSCCD Datatel Financial Aid implementation, which was required for program compliance and ensured a smooth transition process.
- Recently we have successfully received approval for an independent Veterans Program at SCC and are already operational with our new Veterans Services Office.
- One of the most notable highlights of 2011/ 2012 award year is the successful implementation of FA~Link Electronic Book Voucher Bridge. SCC headed the successful implementation of this bridge between Datatel and the Bookstore's software for the entire district. The bridge allows students the option of directly accessing their Financial Aid Pell and Cal Grant funds to purchase required books and supplies at the Bookstore. Now awarded students can have their books in a timely manner.

**Assessment:**

From the above accomplishments it is apparent that we have done an impressive job of implementing the relatively new independent financial aid program at SCC. At this time we are considering ourselves in the state of planning and executing ideas to perform our optimal level of productivity. We are serving a lot of students while continuing to experience growth. Now it is time to concentrate on productivity of the office during these challenging times as we are dealing with more areas of responsibilities with no budgetary reprieve. Now it is all about planning, effectively managing our time, giving staff the ownership of individual programs and their compliance, while utilizing the technology to its full potential.

**PLANNING OBJECTIVES 2012-2016**

The Financial Aid Department plans to:

- Assess our need for future EMPs in light of financial aid no longer being a relevant term for this area, as we now have Veterans Services, Scholarship Program and Student Placement under these auspices. Based on the outcome of our evaluation/ assessment come next time for EMP we may have multiple EMPs for this area or we may fold all of them under this umbrella.

- Implement imaging software, Image Now by Perceptive Software. By this implementation, we will be able to reduce our supplies cost and increase productivity of awarding. This should result in saving valuable time that staff spends in creating paper files and utilizing them for other much needed work. As an outcome it should increase the number of students awarded and packaged prior to semester start, resulting in student persistence.
- Better utilize computer analysts positions for pinpointing and isolating problem records, tracking employee productivity, and creation of data tools to generate tracking and compliance reporting.
- Help staff develop the confidence of owning individual programs/responsibilities by arming them with the training/skills needed and holding them responsible for the program accountability.
- Look for ways to streamline the delivery of financial aid and other funds as we currently recognize this as one of the areas in need of improvement.
- Research and develop an on-line new student loan orientation/exit program.
- Secure dedicated space for a one-stop shop for Financial Aid, Scholarships and Veterans Services Office.
- Request the hiring of vacant positions and additional full-time employees as the program grows.
- Develop and implement services to meet the requirements of the Student Success Act of 2012 (if enacted).

## Appendix D

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**Appendix E**  
**Environmental Scan External Data**

Table 1. SCC Student Headcounts by Credit Type (Fall semesters 2006-2010)

Credit Type	Fall 2006		Fall 2007		Fall 2008		Fall 2009*		Fall 2010		Change from F06 to F10
	N	%	N	%	N	%	N	%	N	%	
Traditional Credit	8249	53%	9191	55%	9964	59%	9058	52%	7783	51%	-6%
Apprenticeship	1379	9%	1391	8%	596	4%	365	2%	1078	7%	-22%
Non Credit	5998	38%	6216	40%	6456	41%	7908	51%	6387	41%	6%
<b>TOTAL</b>	<b>15626</b>		<b>16798</b>		<b>17016</b>		<b>17331</b>		<b>15248</b>		<b>-2%</b>

*(May not add up to 100% due to rounding)*

Source: RSCCD Research Department "Enrollment Trends and Student Characteristics 2006-2010" (October , 2010)

\*Fall 2009 is a Datatel conversion semester and may have incomplete data.

Table 2. SCC Traditional Credit Student Headcounts by Age (Fall semesters 2006-2010)

Age	Fall 2006		Fall 2007		Fall 2008		Fall 2009		Fall 2010		Change from F06 to F10
	N	%	N	%	N	%	N	%	N	%	
17 and under	210	3%	236	3%	223	2%	162	2%	300	4%	43%
18-19	2401	29%	2671	29%	2945	30%	2869	31%	2618	33%	9%
20-21	1616	20%	1734	19%	2025	20%	2092	23%	1800	23%	11%
22-25	1391	17%	1536	17%	1606	16%	1569	17%	1268	16%	-9%
26-29	628	8%	682	7%	771	8%	677	7%	505	6%	-20%
30-39	775	9%	925	10%	927	9%	726	8%	582	7%	-25%
40-49	626	8%	717	8%	767	8%	531	6%	378	5%	-40%
50-64	451	5%	537	6%	554	6%	337	4%	277	4%	-39%
65 and over	151	2%	149	2%	145	1%	95	1%	52	1%	-66%
Not Reported	0	0%	4	<1%	1	<1%	0	0%	3	<1%	N/A
<b>TOTAL</b>	<b>8249</b>		<b>9191</b>		<b>9964</b>		<b>9058</b>		<b>7783</b>		<b>-6%</b>

Source: RSCCD Research Department "Enrollment Trends and Student Characteristics 2006-2010" (October, 2010)

Table 3-1. SCC Traditional Credit Students by Educational Goal (Fall semesters 2006-2010)

Ed Goal	Fall 2006		Fall 2007		Fall 2008		Fall 2009		Fall 2010		Change from F06 to F10
	N	%	N	%	N	%	N	%	N	%	
AA Degree	3166	38%	3431	37%	3746	38%	4134	46%	4053	52%	28%
Transfer, no AA	1092	13%	1082	12%	1253	13%	1291	14%	1090	14%	0%
Employment Courses	1343	16%	1643	18%	1786	18%	1043	12%	756	10%	-44%
4-year College Credit							317	3%	298	4%	N/A
Vocational Certificate	352	4%	484	5%	456	5%	296	3%	174	2%	-51%
Undecided / Unreported	1179	14%	1240	13%	1311	13%	1425	16%	1043	13%	-12%
Personal/ Educational Development	550	7%	696	8%	566	6%	357	4%	224	3%	-59%
Improve Basic Skills	62	1%	64	1%	64	1%	112	1%	94	1%	52%
HS Diploma	58	1%	79	1%	71	1%	68	1%	45	1%	-22%
Teaching Career	190	2%	193	2%	201	2%					-100%
Non-Credit to Credit							15	0.2%	6	0.1%	N/A
Other	257	3%	279	3%	510	5%					-100%
<b>TOTAL</b>	<b>8249</b>		<b>9191</b>		<b>9964</b>		<b>9058</b>		<b>7783</b>		<b>-6%</b>

Source: RSCCD Research Department "Enrollment Trends and Student Characteristics 2006-2010" (October, 2010)

Table 3-2. SCC Apprenticeship Students by Educational Goal (Fall semesters 2006-2010)

Ed Goal	Fall 2006		Fall 2007		Fall 2008		Fall 2009		Fall 2010		Change from F06 to F10
	N	%	N	%	N	%	N	%	N	%	
AA Degree	105	8%	104	7%	34	6%	103	28%	392	36%	273%
Transfer, no AA	2	0%	0	0%	4	1%	27	7%	103	10%	5050%
Employment Courses	560	41%	575	41%	270	45%	87	24%	240	22%	-57%
4-year College Credit							21	6%	56	5%	N/A
Vocational Certificate	654	47%	669	48%	268	45%	75	21%	136	13%	-79%
Undecided	4	0%	5	0%	0	0%	31	8%	104	10%	2500%
Personal/ Educational Development	14	1%	18	1%	0	0%	16	4%	29	3%	107%
Improve Basic Skills	2	0%	0	0%	0	0%	3	1%	9	1%	350%
HS Diploma	2	0%	1	0%	0	0%	2	1%	8	1%	300%
Teaching Career	0	0%	0	0%	0	0%					N/A
Non-Credit to Credit							0	0.0%	1	0.1%	N/A
Other	36	3%	19	1%	20	3%					-100%
<b>TOTAL</b>	<b>1379</b>		<b>1391</b>		<b>596</b>		<b>365</b>		<b>1078</b>		<b>-22%</b>

Source: RSCCD Research Department "Enrollment Trends and Student Characteristics 2006-2010" (October, 2010)

Table 4. SCC Students by Credit Type and Unit Load

Group	Fall 2006		Fall 2007		Fall 2008		Fall 2009		Fall 2010		Change F06 to F10	
	N	Avg. Units / Student	N	Avg. Units / Student								
<b>All SCC Credit Courses</b>	12,532	5.96	13,702	5.87	12,934	6.22	11,839	6.65	11,484	6.81	-8%	14%
<b>Traditional Credit</b>	10,337	6.59	11,138	6.51	11,292	6.69	8,638	7.81	8,255	8.30	-20%	26%
<b>Apprenticeship</b>	2,195	3.03	2,564	3.07	1,642	2.98	3,201	3.52	3,229	2.99	47%	-1%

Source: MIS Database

Notes:

- 1) N = Number of students with attempted units at census date
- 2) Students with units=0 and units > 25 were removed for calculation of the average.

Table 5. SCC Traditional Credit Students by Ethnicity (Fall semesters 2006-2010)

Ethnicity	Fall 2006		Fall 2007		Fall 2008		Fall 2009		Fall 2010		Change from F06 to F10
	N	%	N	%	N	%	N	%	N	%	
African-American	142	2%	169	2%	164	2%	143	2%	132	2%	-7%
Asian / Filipino / Pacific Islander	891	11%	993	11%	1018	10%	921	10%	808	10%	-9%
Caucasian	3833	46%	4037	44%	4412	44%	3843	42%	3241	42%	-15%
Latino	2550	31%	3028	33%	3340	34%	2776	31%	2585	33%	1%
Native American	80	1%	93	1%	111	1%	102	1%	85	1%	6%
Other	390	5%	480	5%	485	5%	335	4%	196	3%	-50%
Decline to State	363	4%	391	4%	434	4%	938	10%	736	9%	103%
<b>TOTAL</b>	<b>8249</b>		<b>9191</b>		<b>9964</b>		<b>9058</b>		<b>7783</b>		<b>-6%</b>

(May not add up to 100% due to rounding)

Source: RSCCD Research Department "Enrollment Trends and Student Characteristics 2006-2010" (October, 2010)

Table 6. SCC Newly-Enrolled Student Advisement Into Basic Skills Courses by Academic Year

Basic Skills Course Advisements		Academic Year Tested & Advised							
		2007-08		2008-09		2009-10*		2010-11*	
READING (CTEP)	READING 096	105	21%	73	17%	29	7%	58	5%
	READING 097	133	26%	121	28%	53	13%	97	8%
	Above 097 Level	265	53%	237	55%	342	81%	988	86%
	<b>TOTAL</b>	<b>503</b>		<b>431</b>		<b>424</b>		<b>1143</b>	
ACE (TELD)	ACE N42/N43	13	18%	12	27%	1	8%	0	%
	ACE 052/053	37	50%	16	36%	9	69%	4	27%
	ACE 102/093	20	27%	14	31%	3	23%	9	60%
	ACE 116	4	5%	3	7%	0	0%	2	13%
	ENG 101	0	%	0	%	0	0%	0	%
	<b>TOTAL</b>	<b>74</b>		<b>45</b>		<b>13</b>		<b>15</b>	
MATH (MDTP)	MATH N05	6	1%	5	1%	1	0%	2	0%
	MATH N06	50	7%	40	7%	43	11%	93	8%
	MATH N48	135	20%	133	22%	105	26%	191	17%
	MATH 060	215	32%	167	27%	98	24%	261	23%
	MATH 070/080/081	141	21%	139	23%	73	18%	250	23%
	MATH 105/140/145/160/219	83	12%	70	11%	34	8%	113	10%
	MATH 150	13	2%	12	2%	14	3%	104	9%
	MATH 170	18	3%	24	4%	18	4%	40	4%
	MATH 180	18	3%	21	3%	18	4%	57	5%
<b>TOTAL</b>	<b>679</b>		<b>611</b>		<b>404</b>		<b>1111</b>		
ENGLISH (CTEP)	ENGLISH N50	38	5%	38	6%	40	9%	61	5%
	ENGLISH N60	109	15%	90	14%	47	11%	90	8%
	ENGLISH 061	183	25%	173	27%	79	19%	197	17%
	ENGLISH 101	397	55%	340	53%	257	61%	788	69%
	Take TELD	0	%	3	<1%	-	%	-	%
	<b>TOTAL</b>	<b>727</b>		<b>644</b>		<b>423</b>		<b>1,136</b>	

Source: RSCCD Research Department

Notes:

- 1) \*Data may be incomplete for 2009-10 and 2010-11 (Datatel transition semesters)
- 2) Data include advisements into basic skills courses based on multiple measures for newly enrolled students at SCC.

**Table 7. California Public Graded K-12 Enrollment Projections for Selected Counties, 2010 Series**

COUNTY	SCHOOL YEAR	KINDERGARTEN	1	2	3	4	5	6	7	8	9	10	11	12 GRADUATES	Total K-8	Total 9-12	Total K-12	
ORANGE	2009-10	36,255	37,075	35,960	36,412	37,403	36,867	37,043	37,851	38,660	42,878	41,587	42,553	40,503	35,757	333,526	167,521	501,047
ORANGE	2010-11	35,454	37,039	36,729	35,865	36,512	37,600	37,150	37,358	38,045	42,185	40,397	42,499	40,166	35,460	331,752	165,247	496,999
ORANGE	2011-12	35,588	36,430	36,693	36,639	35,963	36,704	37,889	37,461	37,549	41,508	39,765	41,127	40,115	35,415	330,916	162,515	493,431
ORANGE	2012-13	35,423	36,567	36,090	36,610	36,739	36,152	36,986	38,202	37,653	40,961	39,147	40,330	38,820	34,271	330,422	159,258	489,680
ORANGE	2013-14	37,006	33,446	36,225	36,015	36,710	36,932	36,430	37,287	38,398	41,069	38,651	39,552	38,067	33,607	328,449	157,339	485,788
ORANGE	2014-15	37,952	32,253	33,134	36,156	36,113	36,903	37,216	36,722	37,478	41,875	38,772	38,902	37,333	32,959	323,927	156,882	480,809
ORANGE	2015-16	40,484	30,715	31,952	33,077	36,255	36,303	37,187	37,510	36,910	40,866	39,554	38,874	36,719	32,416	320,393	156,013	476,406
ORANGE	2016-17	40,792	33,279	30,428	31,903	33,167	36,446	36,582	37,476	37,702	40,241	38,621	39,506	36,693	32,394	317,775	155,061	472,836
ORANGE	2017-18	41,208	33,532	32,968	30,387	31,990	33,342	36,726	36,862	37,668	41,099	38,049	38,425	37,290	32,921	314,683	154,863	469,546
ORANGE	2018-19	41,774	33,874	33,219	32,929	30,470	32,158	33,598	37,003	37,051	41,056	38,881	37,709	36,269	32,019	312,076	153,915	465,991
<b>Percent Change in Growth 2009-10 to 2019-20</b>															<b>-10.45%</b>	<b>-6.43%</b>	<b>-8.12%</b>	<b>-7.00%</b>
RIVERSIDE	2009-10	30,912	32,043	31,280	32,027	32,246	31,800	32,329	32,880	33,243	35,381	34,704	32,373	31,710	25,711	288,760	134,168	422,928
RIVERSIDE	2010-11	34,690	35,325	32,584	31,935	32,991	33,029	32,176	33,063	33,251	35,305	34,320	33,605	32,244	26,144	299,044	135,474	434,518
RIVERSIDE	2011-12	37,057	39,944	35,921	33,379	32,896	33,792	33,478	32,965	33,481	35,554	34,246	33,292	33,471	27,139	312,913	136,563	449,476
RIVERSIDE	2012-13	38,044	42,670	40,618	36,798	34,384	33,695	34,311	34,360	33,426	36,042	34,487	33,220	33,159	26,886	328,306	136,908	465,214
RIVERSIDE	2013-14	39,199	40,637	43,390	41,610	37,905	35,219	34,272	35,278	34,886	36,225	34,961	33,454	33,087	26,827	342,396	137,727	480,123
RIVERSIDE	2014-15	40,589	38,649	41,323	44,449	42,862	38,825	35,884	35,300	35,866	38,060	35,138	33,914	33,321	27,017	353,747	140,433	494,180
RIVERSIDE	2015-16	44,015	37,162	39,301	42,332	45,787	43,903	39,627	37,026	35,936	39,389	36,918	34,086	33,779	27,388	365,089	144,172	509,261
RIVERSIDE	2016-17	45,081	40,546	37,789	40,260	43,606	46,899	44,887	40,961	37,743	39,726	38,207	35,812	33,950	27,527	377,772	147,695	525,467
RIVERSIDE	2017-18	46,287	41,528	41,230	38,711	41,472	44,665	48,033	46,480	41,809	41,997	38,534	37,063	35,669	28,921	390,215	153,263	543,478
RIVERSIDE	2018-19	47,688	42,639	42,229	42,236	39,876	42,479	45,824	49,825	47,505	46,824	40,737	37,380	36,915	29,931	400,301	161,856	562,157
RIVERSIDE	2019-20	48,846	43,929	43,359	43,260	43,507	40,844	43,656	47,617	50,990	53,547	45,419	39,517	37,231	30,187	406,008	175,714	581,722
<b>Percent Change 2009-10 to 2019-20</b>															<b>17.41%</b>	<b>40.60%</b>	<b>30.97%</b>	<b>37.55%</b>
CALIFORNIA	2009-10	471,026	470,748	459,320	459,780	465,827	460,208	461,321	466,835	472,788	524,441	505,934	487,396	477,765	386,487	4,187,853	1,995,536	6,183,389
CALIFORNIA	2010-11	481,027	494,057	469,245	461,113	463,036	469,365	461,474	465,754	468,606	521,129	501,558	490,010	480,235	388,667	4,233,677	1,992,932	6,226,609
CALIFORNIA	2011-12	493,644	499,808	488,733	468,159	461,330	463,650	467,825	462,972	464,160	513,062	495,287	483,129	480,088	388,875	4,270,281	1,971,566	6,241,847
CALIFORNIA	2012-13	497,015	509,332	494,648	487,646	468,424	462,040	462,358	469,456	461,532	508,050	487,790	476,867	473,157	383,463	4,312,451	1,945,864	6,258,315
CALIFORNIA	2013-14	522,225	472,212	504,265	493,721	487,957	469,256	460,957	464,121	468,131	505,283	483,519	469,313	466,775	378,531	4,342,845	1,924,890	6,267,735
CALIFORNIA	2014-15	537,542	460,182	467,636	503,467	494,208	488,906	468,397	462,826	462,965	512,532	481,156	465,113	458,955	372,539	4,346,129	1,917,756	6,263,885
CALIFORNIA	2015-16	576,894	440,358	455,761	466,947	504,087	495,393	488,240	470,469	461,822	506,876	488,293	462,564	454,777	369,423	4,359,971	1,912,510	6,272,481
CALIFORNIA	2016-17	584,835	479,664	436,194	455,077	467,552	505,484	495,102	490,569	469,614	505,643	483,257	469,172	452,005	367,495	4,384,091	1,910,077	6,294,168
CALIFORNIA	2017-18	594,435	486,545	475,203	435,568	455,630	468,938	505,564	497,750	489,801	514,281	482,421	464,112	458,077	372,834	4,409,434	1,918,891	6,328,325
CALIFORNIA	2018-19	606,341	494,818	482,113	474,529	436,101	457,015	469,233	508,562	497,282	537,036	491,041	463,072	452,966	368,937	4,425,994	1,944,115	6,370,109
CALIFORNIA	2019-20	614,977	505,018	490,405	481,463	475,101	437,498	457,465	472,191	508,367	545,410	512,791	471,133	451,836	368,011	4,442,485	1,981,170	6,423,655
<b>Percent Change in Growth 2009-10 to 2019-20</b>															<b>-4.78%</b>	<b>6.08%</b>	<b>-0.72%</b>	<b>3.89%</b>
Source: California Department of Finance, Demographic Research Unit, February 2011																		
Excludes CEA and special schools; excludes ungraded enrollment.																		
Enrollment reporting change - 2006-07 school year.																		
Enrollment reporting change - 2009-10 school year																		
Actual enrollment data to 2009-10 school year.																		
Incomplete enrollment data for 2009-10 school year. See Incomplete data worksheet. Impacted counties are highlighted in red.																		
Actual graduate data to 2008-09 school year.																		

**Table 8. PROJECTED CALIFORNIA PUBLIC K-12 GRADED ENROLLMENT BY COUNTY BY SCHOOL YEAR, 2010 SERIES**

	2010 Series											Change 2009-10 to 2019-20
	Actual*	Projected	Projected	Adjusted for admission policy change Projected	Projected							
	2009-10*	2010-11	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	
<b>ALAMEDA*</b>	212,789	213,339	212,893	213,094	213,223	213,031	213,008	213,117	213,536	213,409	213,591	0.38%
ALPINE	112	116	123	125	128	117	113	109	107	108	103	-8.04%
AMADOR	4,465	4,352	4,256	4,258	4,229	4,213	4,255	4,295	4,368	4,438	4,559	2.11%
<b>BUTTE*</b>	30,952	31,555	31,589	31,663	31,681	31,718	31,899	32,119	32,458	32,879	33,239	7.39%
CALAVERAS	6,312	6,300	6,353	6,376	6,374	6,344	6,309	6,297	6,343	6,424	6,525	3.37%
COLUSA	4,496	4,527	4,578	4,608	4,652	4,738	4,818	4,860	4,943	5,033	5,138	14.28%
CONTRA COSTA	166,343	166,421	166,984	167,564	167,772	167,597	167,588	168,035	168,930	169,950	171,308	2.98%
DEL NORTE	4,374	4,378	4,382	4,374	4,381	4,421	4,447	4,490	4,544	4,580	4,637	6.01%
EL DORADO	29,523	30,009	30,758	31,218	31,792	32,181	32,649	33,087	33,447	33,962	34,449	16.69%
<b>FRESNO*</b>	191,633	194,364	196,280	199,142	201,844	203,648	205,487	207,735	210,314	213,559	216,769	13.12%
GLENN	5,672	5,684	5,743	5,756	5,817	5,812	5,815	5,854	5,885	5,976	6,037	6.44%
HUMBOLDT	18,073	18,101	18,218	18,324	18,447	18,563	18,752	18,950	19,173	19,425	19,645	6.48%
IMPERIAL	36,322	36,676	37,215	37,839	38,578	39,311	40,009	40,758	41,550	42,471	43,426	19.56%
INYO	3,475	3,506	3,681	3,701	3,629	3,615	3,693	3,730	3,753	3,833	3,930	13.09%
KERN	174,039	175,783	179,071	182,880	187,183	191,211	195,590	200,403	205,556	210,926	216,610	24.46%
KINGS	28,599	29,197	29,845	30,593	31,222	31,759	32,329	32,924	33,551	34,263	35,006	22.40%
<b>LAKE*</b>	8,857	9,167	9,077	9,034	8,918	8,943	8,939	9,025	9,107	9,248	9,420	6.36%
LASSEN	4,828	4,710	4,563	4,372	4,318	4,317	4,270	4,240	4,275	4,352	4,437	-8.10%
<b>LOS ANGELES*</b>	1,572,000	1,587,970	1,564,593	1,536,328	1,506,533	1,477,162	1,451,606	1,432,653	1,417,962	1,407,520	1,401,297	-10.86%
MADERA	29,640	29,962	30,612	31,221	31,754	32,166	32,606	33,081	33,638	34,274	34,869	17.64%
MARIN	30,086	30,543	31,005	31,533	31,994	32,201	32,538	32,836	33,120	33,391	33,671	11.92%
MARIPOSA	2,173	2,109	2,095	2,072	2,054	2,040	2,051	2,064	2,098	2,143	2,167	-0.28%
MENDOCINO	12,946	12,799	12,666	12,592	12,643	12,669	12,673	12,722	12,796	12,864	13,022	0.59%
MERCED	56,149	57,050	57,452	57,858	58,098	58,432	58,951	59,726	60,676	61,557	62,594	11.48%
MODOC	1,655	1,646	1,639	1,626	1,625	1,619	1,644	1,681	1,716	1,772	1,835	10.88%
MONO	1,681	1,705	1,742	1,762	1,821	1,835	1,843	1,866	1,910	1,963	1,991	18.44%
MONTEREY	70,948	71,310	71,678	72,385	72,978	73,299	73,640	74,088	74,571	75,043	75,286	6.11%
NAPA	20,515	20,747	21,004	21,219	21,435	21,715	21,988	22,219	22,567	22,939	23,335	13.75%
NEVADA	13,298	13,166	12,998	12,804	12,522	12,203	12,040	11,811	11,874	11,874	11,895	-10.55%
<b>ORANGE</b>	501,047	496,999	493,431	489,680	485,788	480,809	476,406	472,836	469,546	465,991	463,498	-7.49%
PLACER	67,905	69,241	70,586	72,125	73,552	74,584	76,066	77,791	79,625	81,819	84,338	24.20%
PLUMAS	2,393	2,315	2,259	2,231	2,211	2,188	2,169	2,154	2,154	2,155	2,181	-8.86%
<b>RIVERSIDE</b>	422,928	434,518	449,476	465,214	480,123	494,180	509,261	525,467	543,478	562,157	581,722	37.55%
<b>SACRAMENTO*</b>	237,353	238,650	240,706	242,797	243,986	244,992	246,384	248,194	250,320	252,920	255,935	7.83%
SAN BENITO	11,378	11,345	11,308	11,312	11,248	11,140	11,014	10,938	10,910	10,886	10,836	-4.76%
<b>SAN BERNARDINO</b>	417,061	421,016	426,551	432,750	438,091	439,938	443,202	447,038	451,792	458,058	465,374	11.58%
SAN DIEGO	496,662	496,992	497,582	499,048	500,135	499,792	500,207	501,103	502,499	503,681	505,661	1.81%
SAN FRANCISCO	56,299	55,669	55,815	56,438	57,513	58,556	59,410	60,130	60,822	61,283	61,481	9.20%
SAN JOAQUIN	135,723	136,919	138,405	139,967	140,940	141,709	143,168	145,086	147,521	150,491	154,077	13.52%
SAN LUIS OBISPO	34,573	34,550	34,758	35,028	35,258	35,486	35,672	35,980	36,400	36,758	37,184	7.55%
<b>SAN MATEO*</b>	91,310	92,177	92,868	93,619	93,989	94,378	94,554	94,596	94,567	94,010	93,471	2.37%
SANTA BARBARA	65,960	66,106	66,233	66,488	66,893	67,033	67,272	67,321	67,601	67,808	68,175	3.36%
SANTA CLARA	265,381	266,795	269,073	271,647	273,615	274,325	275,050	275,833	276,845	276,799	277,061	4.40%
SANTA CRUZ	38,463	38,502	38,841	39,310	39,647	39,767	39,890	39,972	40,242	40,528	40,781	6.03%
SHASTA	27,753	27,397	27,226	27,164	27,193	27,123	27,276	27,421	27,673	28,120	28,498	2.68%
SIERRA	461	462	456	459	459	462	469	476	489	498	522	13.23%
<b>SISKIYOU*</b>	6,042	5,994	5,968	6,017	6,046	6,047	6,093	6,136	6,196	6,262	6,344	5.00%
SOLANO	65,672	64,455	63,491	62,834	62,078	61,338	60,751	60,282	60,029	59,842	59,857	-8.85%
SONOMA	70,973	70,692	70,995	71,162	71,449	71,542	71,767	72,382	72,863	73,485	74,235	4.60%
STANISLAUS	105,128	106,168	107,330	108,395	109,024	108,851	109,905	110,683	111,531	112,611	113,824	8.27%
SUTTER	20,466	21,021	21,847	22,614	23,292	23,913	24,503	25,178	25,826	26,553	27,270	33.25%
TEHAMA	10,710	10,685	10,958	11,205	11,337	11,482	11,665	11,883	12,096	12,286	12,578	17.44%
TRINITY	1,709	1,716	1,727	1,726	1,740	1,774	1,784	1,812	1,864	1,915	1,951	14.16%
TULARE	96,782	98,060	99,553	101,270	103,044	104,572	106,129	107,806	109,679	111,430	113,287	17.05%
TUOLUMNE	6,528	6,431	6,338	6,213	6,157	6,098	5,973	5,906	5,845	5,824	5,842	-10.51%
VENTURA	141,304	141,087	141,455	141,794	141,700	141,182	140,977	140,808	140,921	141,065	141,675	0.26%
YOLO	29,440	29,444	29,592	29,511	29,583	29,586	29,603	29,780	30,024	30,235	30,598	3.93%
YUBA	14,030	14,011	13,926	13,976	13,999	14,064	14,148	14,270	14,465	14,715	15,008	6.97%
<b>CALIFORNIA</b>	6,183,389	6,226,609	6,241,847	6,258,315	6,267,735	6,263,885	6,272,481	6,294,168	6,328,325	6,370,109	6,423,655	3.89%

Source: California Department of Finance, Demographic Research Unit, February 2011  
 Excludes CEA and special schools; excludes ungraded enrollment.  
 \*Incomplete enrollment data for 2009-10 school year. See Incomplete data worksheet.

Table 9-1. Top 10 Feeder High Schools Attended by SCC First-Time Freshmen

Fall 2006			Fall 2007			Fall 2008			Fall 2009*	Fall 2010		
High School	Count	% of Total	High School	Count	% of Total	High School	Count	% of Total		High School	Count	% of Total
El Modena HS	173	11.5%	Over 22 / Spec. Admit	217	13.8%	Villa Park HS	179	10.6%		El Modena HS	184	11.7%
Over 22 / Spec. Admit	169	11.2%	El Modena HS	175	11.1%	El Modena HS	179	10.6%		Villa Park HS	161	10.2%
Villa Park HS	146	9.7%	Esperanza HS	136	8.6%	Over 22 / Spec. Admit	177	10.5%		Over 22 / Spec. Admit	140	8.9%
Orange HS	145	9.6%	Orange HS	125	7.9%	Orange HS	139	8.3%		Canyon HS	125	7.9%
Esperanza HS	111	7.4%	Villa Park HS	124	7.9%	Canyon HS	124	7.4%		Esperanza HS	112	7.1%
Foothill HS	107	7.1%	Canyon HS	123	7.8%	Esperanza HS	115	6.8%		Orange HS	112	7.1%
Canyon HS	105	7.0%	Foothill HS	88	5.6%	Foothill HS	103	6.1%		Foothill HS	83	5.3%
Valencia HS	46	3.1%	Tustin HS	56	3.6%	Valencia HS	52	3.1%		Unknown	73	4.6%
Tustin HS	44	2.9%	Valencia HS	44	2.8%	Orange Lutheran HS	41	2.4%		El Dorado HS	60	3.8%
El Dorado HS	39	2.6%	Orange Lutheran HS	36	2.3%	El Dorado HS	38	2.3%		Beckman HS	40	2.5%
						Beckman HS	38	2.3%				
TOTAL NEW STDNTS	1508		TOTAL NEW STDNTS	1575		TOTAL NEW STDNTS	1684			TOTAL NEW STDNTS	1575	

Source: MIS Database and CBEDS

NOTES:

- 1) In Fall 2009 due to conversion to Datatel, the student enrollment status was not coded; thus, first-time freshmen cannot be identified in the MIS database.
- 2) % of Total represents the percentage of all SCC first-time freshmen in that semester who came from the particular high school.
- 3) New students are all SCC first-time freshmen actively enrolled in credit courses (excluding Apprenticeship)

Table 9-2. Top 10 Feeder High Schools Attended by SCC First-Time Freshmen New HS Graduates (17-19 yrs old)

Fall 2006			Fall 2007			Fall 2008			Fall 2009*		Fall 2010		
High School	Count	% Yield	High School	Count	% Yield	High School	Count	% Yield			High School	Count	% Yield
El Modena HS	170	45%	El Modena HS	171	37%	El Modena HS	176	37%			El Modena HS	176	38%
Orange HS	139	30%	Esperanza HS	128	18%	Villa Park HS	174	33%			Villa Park HS	157	27%
Villa Park HS	139	26%	Orange HS	122	28%	Orange HS	133	29%			Canyon HS	121	23%
Esperanza HS	106	16%	Canyon HS	117	23%	Canyon HS	118	21%			Esperanza HS	110	15%
Foothill HS	106	19%	Villa Park HS	115	24%	Esperanza HS	111	15%			Orange HS	110	23%
Canyon HS	98	21%	Foothill HS	83	21%	Foothill HS	99	25%			Foothill HS	78	16%
Valencia HS	45	9%	Tustin HS	51	13%	Valencia HS	51	10%			Unknown	64	-
Tustin HS	42	9%	Valencia HS	41	8%	Orange Lutheran HS	39	13%			El Dorado HS	58	10%
El Dorado HS	39	8%	Orange Lutheran HS	36	13%	Beckman HS	37	8%			Beckman HS	39	8%
Orange Lutheran HS	27	10%	Riverside Co. HSs	30	-	El Dorado HS	36	6%			Valencia HS	37	7%

Source: MIS Database and CBEDS

NOTES:

- 1) In Fall 2009 due to conversion to Datatel, the student enrollment status was not coded; thus, first-time freshmen can not be identified in the MIS database.
- 2) Yield is the percent of all graduates from a high school who enrolled at SCC the Fall semester immediately after graduation.
- 3) Data include SCC first-time freshmen (17-19 years old only) actively enrolled in credit courses (excluding Apprenticeship)

Table 10. Orange County Demographics from 2000, 2010 and 2020 (projected)

Demographics	2000		2010		2020*		2000-2010 Growth	2010-2020 Projected Growth*
	N	%	N	%	N	%		
<b>RACE</b>								
African American	47,649	1.7%	50,744	1.7%	49,636	1.5%	6.5%	-2.2%
Asian	386,785	13.6%	537,804	17.9%	640,779	19.5%	39.0%	19.1%
AIAN	19,906	0.7%	18,132	0.6%	19,530	0.6%	-8.9%	7.7%
NHPI	8,938	0.3%	9,354	0.3%	11,815	0.4%	4.7%	26.3%
White	1,844,652	64.8%	1,830,758	60.8%	1,847,087	56.3%	-0.8%	0.9%
Some Other Race	421,208	14.8%	435,641	14.5%	569,310	17.3%	3.4%	30.7%
Two or More Races	117,151	4.1%	127,799	4.2%	144,790	4.4%	9.1%	13.3%
TOTAL	2,846,289	100.0%	3,010,232	100.0%	3,282,947	100.0%	5.8%	9.1%
<b>LATINO</b>								
Latino	875,579	30.8%	1,012,973	33.7%	1,281,502	39.0%	15.7%	26.5%
Non-Hispanic White	1,458,978	51.3%	1,327,512	44.1%	1,210,481	36.9%	-9.0%	-8.8%
<b>GENDER</b>								
Male	1,416,045	49.8%	1,488,780	49.5%	1,616,087	49.2%	5.1%	8.6%
Female	1,430,244	50.2%	1,521,452	50.5%	1,666,860	50.8%	6.4%	9.6%
<b>AGE</b>								
Under 18	768,419	27.0%	736,659	24.5%	753,997	23.0%	-4.1%	2.4%
18 and over	2,077,870	73.0%	2,273,573	75.5%	2,528,950	77.0%	9.4%	11.2%
18-19	78,185	2.7%	91,685	3.0%			17.3%	
20-24	189,996	6.7%	213,601	7.1%			12.4%	
25-34	466,324	16.4%	413,528	13.7%			-11.3%	
35-49	669,263	23.5%	669,639	22.2%			0.1%	
50-64	393,339	13.8%	535,443	17.8%			36.1%	
65 & over	280,763	9.9%	349,677	11.6%			24.5%	

Sources: US Census 2000, US Census 2010, CA Department of Finance (Projections)

Notes:

- 1)\*An adjustment was made by using by using 2010-2020 growth percentages projected by the CA DOF on actual 2010 census data instead of 2010 estimates as done by the CA DOF. Adjustment was made because the CA DOF 2010 estimate exceeded the 2010 Census data by more than 10%.
- 2) "Some other race" is projected to have an unusually large increase mainly due to the inclusion of non-white Latinos in this race category, because the CA DOF maintains the old race categories including Latinos as a separate race.

Table 11. SCC Service Area Demographics 2000-2010

Demographics	2000		2010		2000-2010 Growth
	N	%	N	%	
<b>RACE/ETHNICITY</b>					
African American	12,482	2.1%	13,513	2.2%	8.3%
Asian	65,508	11.1%	85,616	13.8%	30.7%
AIAN	4,770	0.8%	4,395	0.7%	-7.9%
NHPI	1,860	0.3%	2,171	0.4%	16.7%
White	375,776	63.4%	373,764	60.5%	-0.5%
Some Other Race	106,354	18.0%	112,845	18.3%	6.1%
Two or More Races	25,534	4.3%	25,873	4.2%	1.3%
<b>TOTAL</b>	<b>592,284</b>		<b>618,177</b>	<b>100.0%</b>	<b>4.4%</b>
Latino	217,703	36.8%	260,975	42.2%	19.9%
<b>GENDER</b>					
Male	295,537	49.9%	307,199	49.7%	3.9%
Female	296,747	50.1%	310,978	50.3%	4.8%
<b>AGE</b>					
Under 18	170,623	28.8%	159,271	25.8%	-6.7%
18 and over	421,661	71.2%	458,906	74.2%	8.8%
18-19	16,560	2.8%	19,723	3.2%	19.1%
20-24	40,955	6.9%	46,146	7.5%	12.7%
25-34	95,090	16.1%	86,672	14.0%	-8.9%
35-49	216,204	36.5%	133,130	21.5%	11.2%
50-64			107,266	17.4%	
65 & over	52,852	8.9%	65,969	10.7%	24.8%

Sources: US Census 2000 and US Census 2010

Notes:

- 1) SCC service area is roughly defined to include Anaheim, Orange, N Tustin, Placentia, Villa Park, and Yorba Linda because the vast majority of SCC enrolled students either reside in these cities or graduated from high schools in these cities.

Table 12. OC and SCC Area Economic, Housing, Education and Social Characteristics Data

CHARACTERISTICS	2000		2010* (ACS estimates)		2000-2010 Change (OC)	2000-2010 Change (SCC Area)
	OC	SCC Area	OC	SCC Area		
<b>INCOME</b>						
Median household income	\$ 58,820	\$ 58,620	\$ 70,880	\$ 67,590	20.5%	15.3%
Per capita income	\$ 25,826	\$ 23,447	\$ 1,373	\$ 27,997	21.5%	19.4%
Individuals Below Poverty Level	10.3%	11.2%	12.2%	12.4%	18.4%	10.7%
<b>EMPLOYMENT</b>						
In labor force (16 years & older)	65.5%	66.4%	67.0%	67.9%	2.3%	2.3%
<b>HOUSING</b>						
Homeownership rate	61.4%	60.4%	59.2%	58.3%	-3.6%	-3.5%
House Median Value	\$ 270,000	\$ 254,590	\$ 528,200	\$ 411,171	95.6%	61.5%
<b>EDUCATION</b>						
HS grad or higher (25 yrs & older)	79.5%	77.2%	83.2%	79.0%	4.7%	2.3%
Bachelor's degree or higher (25 yrs & older)	30.8%	26.6%	36.6%	28.8%	18.8%	8.3%
<b>GEOGRAPHICS ORIGINS</b>						
Foreign born	29.9%	30.5%	30.4%	30.9%	1.7%	1.3%
Speak non-English at home	41.4%	44.0%	45.3%	48.0%	9.4%	9.1%

Source: US Census Bureau

Notes:

- 1) 2000 data are from Census 2000, while 2010 data are from 2010 (one-year) American Community Survey (ACS) conducted by the US Census Bureau.
- 2)\*While three-year (2007-09) and five-year (2005-09) ACS data with larger samples are available, the one-year 2010 estimate is used because it is the most current and accurate data due to the precipitous declines in economic data.

Table 13-1. Historical Distribution of Degrees & Certificates Awarded by Type and by Academic Year

Degree Type	Award Count					
	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	Total
Associate of Arts (A.A.) degree	600	633	589	547	551	2,920
Associate of Science (A.S.) degree	32	50	47	47	52	228
<b>TOTAL DEGREES AWARDED</b>	<b>632</b>	<b>683</b>	<b>636</b>	<b>594</b>	<b>603</b>	<b>3148</b>
Certificate requiring 30 to fewer than 60 semester units	38	48	53	58	576	773
Certificate requiring 18 to fewer than 30 semester units	135	153	152	118	146	704
Certificate requiring 12 to fewer than 18 semester units (Approved)	-	-	3	113	48	164
Certificate requiring 6 to <18 semester units (Not approved)	14	14	4	39	46	117
Other Credit Award, under 6 semester units	23	14	13	16	-	66
<b>TOTAL CERTIFICATES AWARDED</b>	<b>210</b>	<b>229</b>	<b>225</b>	<b>344</b>	<b>816</b>	<b>1824</b>
Noncredit award requiring from 192 to fewer than 288 hours	-	-	-	-	11	11
Noncredit award requiring from 288 to fewer than 480 hours	-	-	-	-	14	14
Noncredit award requiring from 480 to fewer than 960 hours	-	-	-	-	15	15
Noncredit award requiring 960 hours or more	-	-	-	-	164	164
<b>TOTAL NON-CREDIT AWARDED</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>204</b>	<b>204</b>

Source: CalPASS SMART Tool

Notes:

- 1) There was no separate SCC non-credit data available in Cal-PASS prior to 2009-10 academic year
- 2) There was a large increase in certificates awarded in 2009-10 due to the introduction of "Transfer Studies" certificates.

Table 13-2. Historical Distribution of Degrees and Certificates Awarded at SCC by Type and by Major

Degree Type	Major	Award Count					Total
		2005-06	2006-07	2007-08	2008-09	2009-10	
Associate of Arts (A.A.) degree	Biology, General				2		2
	Accounting	3	1	1		1	6
	Business Administration	29	17	20	18	32	116
	Business Management	3	4	3	2	11	23
	Small Business and Entrepreneurship		1		1	1	3
	Marketing and Distribution			2	1	3	6
	Other Business and Management	1					1
	Real Estate	1	4				5
	Travel Services and Tourism	5	3	1			9
	Surveying			1			1
	Mill and Cabinet Work	1					1
	Infants and Toddlers	1			1		2
	Preschool Age Children		1	2			3
	Art	3	1	4		1	9
	Foreign Languages, General	1	1	1		1	4
	English		1		1		2
	Philosophy	2		4	5	7	18
	Speech Communication		1	1	1		3
	Computer Information Systems					2	2
	Computer Science (Transfer)					2	2
	Biological and Physical Sciences				11	17	28
	Humanities				22	122	144
	Liberal Arts and Sciences, General	541	577	521	449	310	2,398
	Mathematics, General				2	3	5
	Psychology, General	2	9	10	8	17	46
	Public Works	1	1				2
	Anthropology		1		3	2	6
	Economics	2	2	1	2	3	10
	Geography			1			1
	History	3	2	7	8	7	27
	Political Science	1	4	8	7	5	25
	Social Sciences, General				1	1	2
Sociology		2	1	2	3	8	
<b>Total</b>	<b>600</b>	<b>633</b>	<b>589</b>	<b>547</b>	<b>551</b>	<b>2,920</b>	

Degree Type	Major	Award Count					
		2005-06	2006-07	2007-08	2008-09	2009-10	Total
Associate of Science (A.S.) degree	Accounting		2				2
	Business Administration	8	8	4	5		25
	Business Management	1	1	2	1		5
	Other Business and Management	1	1	3	1	2	8
	Real Estate		1		1	2	4
	Cosmetology and Barbering	2	2	3	1		8
	Travel Services and Tourism					2	2
	Surveying	2	2	7	7	10	28
	Electrical Systems and Power Transmissio				1		1
	Water and Wastewater Technology	10	23	15	16	23	87
	Computer Information Systems				2		2
	Computer Science (Transfer)	2			1		3
	Biological and Physical Sciences (and Ma	1	3	1	2	2	9
	Mathematics, General	3		1	1		5
	Chemistry, General		1	2	2	2	7
	Physics, General	1	1	3	2	3	10
	Public Works	1	1		3	2	7
Political Science			1			1	
<b>Total</b>		<b>32</b>	<b>50</b>	<b>47</b>	<b>47</b>	<b>52</b>	<b>228</b>
<b>TOTAL AA &amp; AS DEGREES AWARDED</b>		<b>632</b>	<b>683</b>	<b>636</b>	<b>594</b>	<b>603</b>	<b>3148</b>
Certificate requiring 30 to fewer than 60 semester units	Real Estate	2	2	4	3		11
	Cosmetology and Barbering	34	40	48	40	50	212
	Educational Aide (Teacher Assistant)					1	1
	Electrical	1	6		6	19	32
	Industrial Systems Technology and Mainte				7		7
	Water and Wastewater Technology					1	1
	Preshool Age Children	1		1	2		4
	Transfer Studies					505	505
	<b>Total</b>	<b>38</b>	<b>48</b>	<b>53</b>	<b>58</b>	<b>576</b>	<b>773</b>
Certificate requiring 18 to fewer than 30 semester units	Accounting		3				3
	Small Business and Entrepreneurship				1		1
	Other Business and Management	13	11	20	10	6	60
	Cosmetology and Barbering	26	22	42			90
	Travel Services and Tourism		2	2			4
	Sign Language	3	2	1	1	2	9
	Surveying	29	54	30	18	32	163

Degree Type	Major	Award Count					
		2005-06	2006-07	2007-08	2008-09	2009-10	Total
Cert. requiring 18 to fewer than 30 semester units (continued)	Electrical					1	1
	Heavy Equipment Operation	1					1
	Electrical Systems and Power Transmission				37	11	48
	Water and Wastewater Technology	50	50	55	46	53	254
	Infants and Toddlers				1		1
	Computer Information Systems					1	1
	Computer Science (Transfer)	1				1	2
	Public Works	12	9	2	4	39	66
<b>Total</b>	<b>135</b>	<b>153</b>	<b>152</b>	<b>118</b>	<b>146</b>	<b>704</b>	
Cert. requiring 12 to <18 semester units (Approved by CCCCC)	Advertising			3	1		4
	Cosmetology and Barbering					1	1
	Surveying				112	38	150
	Public Works					9	9
	<b>Total</b>			<b>3</b>	<b>113</b>	<b>48</b>	<b>164</b>
Cert. requiring 6 to fewer than 18 semester units (Not approved by CCCCC)	Accounting				4	1	5
	Business Management					2	2
	Management Development and Supervision					2	2
	Advertising		2				2
	Marketing and Distribution	3	1		2	1	7
	Cosmetology and Barbering	4	2		16	9	31
	Surveying	5	5	4	4	17	35
	Water and Wastewater Technology		1		2	1	4
	Infants and Toddlers					1	1
	Computer Programming	1	2			1	4
	Website Design and Development	1				1	2
	Radio and Television				7	8	15
	Public Works		1		4	2	7
<b>Total</b>	<b>14</b>	<b>14</b>	<b>4</b>	<b>39</b>	<b>46</b>	<b>117</b>	
Other Credit Award, under 6 semester units	Business Management	3	2	1	3		9
	Management Development and Supervision	1	1		2		4
	Small Business and Entrepreneurship				1		1
	Electrical		3				3
	Industrial Systems Technology and Maintenance			1			1
	Other Engineering and Related Industrial	15	7	10	10		42
	Radio and Television		1	1			2
	Television (including combined TV/Film/V)	4					4
<b>Total</b>	<b>23</b>	<b>14</b>	<b>13</b>	<b>16</b>		<b>66</b>	
<b>TOTAL CERTIFICATES AWARDED</b>		<b>842</b>	<b>912</b>	<b>861</b>	<b>938</b>	<b>1,419</b>	<b>4,972</b>

Source: CalPASS SMART Tool

Table 14-1 SCC Traditional Credit Course Sections and Enrollments

Semester	# Sections Offered	Enrollment	Avg. Enroll/Sect
Fall 2005	638	18061	28.31
Spr. 2006	663	18043	27.21
<b>2005-2006</b>	<b>1301</b>	<b>36104</b>	<b>27.75</b>
Fall 2006	678	18841	27.79
Spr. 2007	676	18395	27.21
<b>2006-2007</b>	<b>1354</b>	<b>37236</b>	<b>27.50</b>
Fall 2007	672	19971	29.72
Spr. 2008	655	19442	29.68
<b>2007-2008</b>	<b>1327</b>	<b>39413</b>	<b>29.70</b>
Fall 2008	682	21583	31.65
Spr. 2009	627	20640	32.92
<b>2008-2009</b>	<b>1309</b>	<b>42223</b>	<b>32.26</b>
Fall 2009	625	21711	34.74
Spr. 2010	592	20763	35.07
<b>2009-2010</b>	<b>1217</b>	<b>42474</b>	<b>34.90</b>

Source: MIS database

Notes:

- 1) Excludes IDS, STDY, PSYC and MATH lab sections with >300 enrollments
- 2) Summer and Winter Intersession data excluded due to miscoding in student active status data

Table 14-2 SCC Apprenticeship Course Sections and Enrollments

Semester	# Sections Offered	Enrollment	Avg. Enroll/Sect
Fall 2005	384	5118	13.33
Spr. 2006	438	6380	14.57
<b>2005-2006</b>	<b>822</b>	<b>11498</b>	<b>13.99</b>
Fall 2006	383	5525	14.43
Spr. 2007	526	7475	14.21
<b>2006-2007</b>	<b>909</b>	<b>13000</b>	<b>14.30</b>
Fall 2007	495	6937	14.01
Spr. 2008	560	7015	12.53
<b>2007-2008</b>	<b>1055</b>	<b>13952</b>	<b>13.22</b>
Fall 2008	351	4494	12.80
Spr. 2009	754	9105	12.08
<b>2008-2009</b>	<b>1105</b>	<b>13599</b>	<b>12.31</b>
Fall 2009*	154	8581	55.72
Spr. 2010*	803	14630	18.22
<b>2009-2010*</b>	<b>957</b>	<b>23211</b>	<b>24.25</b>

Source: MIS Database

Notes:

- 1) \* Datatel conversion year which explains the data anomalies.
- 2) Summer and Winter Intersession data excluded due to miscoding in student active status data

Table 15-1. Number of Sections Offered at SCC by Course Status (Excluding Apprenticeship)

Transfer Status	Fall 2005 & Spring 2006	Fall 2006 & Spring 2007	Fall 2007 & Spring 2008	Fall 2008 & Spring 2009	Fall 2009 & Spring 2010
CSU & UC	752	791	776	781	858
CSU Only	322	338	324	307	157
<b>Transfer Courses</b>	1074	1129	1100	1088	1015
Not Transferable	237	235	237	230	236
<b>TOTAL</b>	<b>1311</b>	<b>1364</b>	<b>1337</b>	<b>1318</b>	<b>1251</b>
<b>Basic Skill</b>					
Basic Skills	71	63	58	56	46
Not Basic Skills	1240	1301	1279	1262	1205
<b>TOTAL</b>	<b>1311</b>	<b>1364</b>	<b>1337</b>	<b>1318</b>	<b>1251</b>

Source: MIS Database

Table 15-2. Number of Sections Offered at SCC by Course Status (Including Apprenticeship)

<b>Transfer Status</b>	<b>Fall 2005 &amp; Spring 2006</b>	<b>Fall 2006 &amp; Spring 2007</b>	<b>Fall 2007 &amp; Spring 2008</b>	<b>Fall 2008 &amp; Spring 2009</b>	<b>Fall 2009 &amp; Spring 2010</b>
CSU & UC	752	791	776	781	858
CSU Only	328	346	330	323	183
<b>Transfer Courses</b>	<b>1080</b>	<b>1137</b>	<b>1106</b>	<b>1104</b>	<b>1041</b>
Not Transferable	1053	1136	1286	1319	1884
<b>TOTAL</b>	<b>2133</b>	<b>2273</b>	<b>2392</b>	<b>2423</b>	<b>2925</b>
<b>Basic Skill</b>					
Basic Skills	71	63	58	56	459
Not Basic Skills	2062	2210	2334	2367	2466
<b>TOTAL</b>	<b>2133</b>	<b>2273</b>	<b>2392</b>	<b>2423</b>	<b>2925</b>
<b>Appr_ NonApprentice</b>					
Apprenticeship	822	909	1055	1105	957
Advanced Occupational	14	14	16	11	9
Clearly Occupational	131	142	129	120	108
Possibly Occupational	103	102	97	93	232
<b>CTE TOTAL</b>	<b>1070</b>	<b>1167</b>	<b>1297</b>	<b>1329</b>	<b>1306</b>
Non-Occupational	1063	1106	1095	1094	1619
<b>TOTAL</b>	<b>2133</b>	<b>2273</b>	<b>2392</b>	<b>2423</b>	<b>2925</b>

Source: MIS Database

Table 16. Projected Employment in Orange County 2008-2018

Industry Title	Annual Avg. Employment		Employment Change	
	2008	2018	Numerical	Percent
<b>Total Employment</b>	<b>1,620,600</b>	<b>1,756,100</b>	<b>135,500</b>	<b>8.4</b>
<b>Self Employment (A)</b>	<b>124,300</b>	<b>127,800</b>	<b>3,500</b>	<b>2.8</b>
<b>Unpaid Family Workers (B)</b>	<b>1,200</b>	<b>1,300</b>	<b>100</b>	<b>8.3</b>
<b>Private Household Workers (C)</b>	<b>8,900</b>	<b>13,000</b>	<b>4,100</b>	<b>46.1</b>
<b>Total Farm</b>	<b>4,600</b>	<b>4,600</b>	<b>0</b>	<b>0.0</b>
<b>Total Nonfarm</b>	<b>1,481,600</b>	<b>1,609,400</b>	<b>127,800</b>	<b>8.6</b>
<b>Mining and Logging</b>	<b>600</b>	<b>600</b>	<b>0</b>	<b>0.0</b>
<b>Construction</b>	<b>91,200</b>	<b>99,500</b>	<b>8,300</b>	<b>9.1</b>
Construction of Buildings	21,100	24,000	2,900	13.7
Heavy and Civil Engineering Construction	7,900	8,500	600	7.6
Specialty Trade Contractors	62,300	67,000	4,700	7.5
<b>Manufacturing</b>	<b>174,100</b>	<b>168,000</b>	<b>-6,100</b>	<b>-3.5</b>
<b>Durable Goods Manufacturing (321,327,331-339)</b>	<b>122,500</b>	<b>117,800</b>	<b>-4,700</b>	<b>-3.8</b>
Fabricated Metal Product Manufacturing	25,000	23,000	-2,000	-8.0
Machinery Manufacturing	10,500	9,900	-600	-5.7
Computer and Electronic Product Manufacturing	37,400	37,100	-300	-0.8
Semiconductor and Other Electronic Component Manufacturing	14,700	14,500	-200	-1.4
Navigational, Measuring, Electromedical, and Control Instruments Manufacturing	14,600	14,500	-100	-0.7
Residual (includes 3341-3343,3346)	8,100	8,100	0	0.0
Transportation Equipment Manufacturing	15,600	14,700	-900	-5.8
Aerospace Product and Parts Manufacturing	11,400	10,900	-500	-4.4
Residual (includes 3361-3363,3365-3366,3369)	4,200	3,800	-400	-9.5
Residual (includes 321,327,331,335,337,339)	34,000	33,100	-900	-2.6
<b>Trade, Transportation, and Utilities</b>	<b>271,600</b>	<b>292,800</b>	<b>21,200</b>	<b>7.8</b>
<b>Wholesale Trade</b>	<b>86,700</b>	<b>92,000</b>	<b>5,300</b>	<b>6.1</b>
Merchant Wholesalers, Durable Goods	49,600	50,000	400	0.8
Merchant Wholesalers, Nondurable Goods	22,300	25,000	2,700	12.1
Wholesale Electronic Markets and Agents and Brokers	14,800	17,000	2,200	14.9
<b>Retail Trade</b>	<b>155,600</b>	<b>168,700</b>	<b>13,100</b>	<b>8.4</b>
Motor Vehicle and Parts Dealers	18,500	19,000	500	2.7
Building Material and Garden Equipment and Supplies Dealers	10,900	12,000	1,100	10.1
Food and Beverage Stores	27,900	31,100	3,200	11.5

Industry Title	Annual Average Employment		Employment Change	
	2008	2018	Numerical	Percent
Grocery Stores	24,600	27,700	3,100	12.6
Residual (includes 4452-4453)	3,300	3,400	100	3.0
Health and Personal Care Stores	10,400	11,400	1,000	9.6
Clothing and Clothing Accessories Stores	20,800	23,000	2,200	10.6
Sporting Goods, Hobby, Book, and Music Stores	8,500	8,900	400	4.7
General Merchandise Stores	25,500	29,300	3,800	14.9
Residual (includes 442-443,447,453-454)	33,200	34,000	800	2.4
<b>Transportation, Warehousing, and Utilities</b>	<b>29,300</b>	<b>32,100</b>	<b>2,800</b>	<b>9.6</b>
<b>Utilities</b>	<b>4,000</b>	<b>4,800</b>	<b>800</b>	<b>20.0</b>
<b>Transportation and Warehousing</b>	<b>25,400</b>	<b>27,300</b>	<b>1,900</b>	<b>7.5</b>
Residual (includes 481-488)	13,000	14,200	1,200	9.2
Couriers and Messengers	6,400	6,200	-200	-3.1
Warehousing and Storage	5,900	6,900	1,000	16.9
<b>Information</b>	<b>30,100</b>	<b>29,800</b>	<b>-300</b>	<b>-1.0</b>
Publishing Industries (except Internet)	9,900	9,500	-400	-4.0
Telecommunications	12,500	12,000	-500	-4.0
Residual (includes 512,515-516,518-519)	7,700	8,300	600	7.8
<b>Financial Activities</b>	<b>113,100</b>	<b>118,100</b>	<b>5,000</b>	<b>4.4</b>
<b>Finance and Insurance</b>	<b>76,100</b>	<b>80,500</b>	<b>4,400</b>	<b>5.8</b>
Credit Intermediation and Related Activities	34,000	35,800	1,800	5.3
Depository Credit Intermediation	19,000	19,500	500	2.6
Nondepository Credit Intermediation	11,000	10,900	-100	-0.9
Activities Related to Credit Intermediation	4,000	5,400	1,400	35.0
Insurance Carriers and Related Activities	31,400	33,200	1,800	5.7
Insurance Carriers	17,200	17,200	0	0.0
Agencies, Brokerages, and Other Insurance Related Activities	14,100	16,000	1,900	13.5
Residual (includes 521,523,525)	10,800	11,500	700	6.5
<b>Real Estate and Rental and Leasing</b>	<b>37,000</b>	<b>37,600</b>	<b>600</b>	<b>1.6</b>
Real Estate	30,700	31,500	800	2.6
Residual (includes 532-533)	6,200	6,100	-100	-1.6
<b>Professional and Business Services</b>	<b>266,600</b>	<b>300,100</b>	<b>33,500</b>	<b>12.6</b>

Industry Title	Annual Average Employment		Employment Change	
	2008	2018	Numerical	Percent
<b>Professional, Scientific, and Technical Services</b>	<b>116,100</b>	<b>136,700</b>	<b>20,600</b>	<b>17.7</b>
Legal Services	14,800	18,000	3,200	21.6
Accounting, Tax Preparation, Bookkeeping, and Payroll Services	13,200	15,000	1,800	13.6
Architectural, Engineering, and Related Services	24,100	29,000	4,900	20.3
Computer Systems Design and Related Services	18,500	22,000	3,500	18.9
Management, Scientific, and Technical Consulting Services	20,800	24,200	3,400	16.3
Residual (includes 5414,5417-5419)	24,600	28,500	3,900	15.9
<b>Management of Companies and Enterprises</b>	<b>26,100</b>	<b>27,000</b>	<b>900</b>	<b>3.4</b>
<b>Administrative and Support and Waste Management and Remediation Services</b>	<b>124,500</b>	<b>136,400</b>	<b>11,900</b>	<b>9.6</b>
Administrative and Support Services	120,200	131,900	11,700	9.7
Employment Services	52,200	53,000	800	1.5
Investigation and Security Services	11,100	13,000	1,900	17.1
Services to Buildings and Dwellings	32,000	36,000	4,000	12.5
Residual (includes 5611-5612, 5614-5615, 5619)	24,900	29,900	5,000	20.1
Waste Management and Remediation Services	4,200	4,500	300	7.1
<b>Educational Services (Private)</b>	<b>23,600</b>	<b>27,400</b>	<b>3,800</b>	<b>16.1</b>
Colleges, Universities, and Professional Schools	5,700	7,000	1,300	22.8
Residual (includes 61111-6112,6114-6117)	17,900	20,400	2,500	14.0
<b>Health Care and Social Assistance</b>	<b>127,100</b>	<b>156,500</b>	<b>29,400</b>	<b>23.1</b>
Ambulatory Health Care Services	60,500	73,000	12,500	20.7
Hospitals (Private)	31,800	39,500	7,700	24.2
Nursing and Residential Care Facilities	20,300	27,000	6,700	33.0
Social Assistance	14,500	17,000	2,500	17.2
<b>Leisure and Hospitality</b>	<b>176,400</b>	<b>195,900</b>	<b>19,500</b>	<b>11.1</b>
<b>Arts, Entertainment, and Recreation</b>	<b>36,800</b>	<b>40,500</b>	<b>3,700</b>	<b>10.1</b>
Amusement, Gambling, and Recreation Industries	31,200	34,000	2,800	9.0
Residual (includes 711-712)	5,500	6,500	1,000	18.2
<b>Accommodation and Food Services</b>	<b>139,700</b>	<b>155,400</b>	<b>15,700</b>	<b>11.2</b>
Accommodation	23,700	27,000	3,300	13.9
Food Services and Drinking Places	116,000	128,400	12,400	10.7
Full-Service Restaurants	60,600	67,000	6,400	10.6
Limited-Service Eating Places	48,400	54,000	5,600	11.6

Industry Title	Annual Average Employment		Employment Change	
	2008	2018	Numerical	Percent
Residual (includes 7223-7224)	7,000	7,400	400	5.7
<b>Other Services (excludes 814-Private Household Workers)</b>	<b>46,500</b>	<b>49,600</b>	<b>3,100</b>	<b>6.7</b>
<b>Government</b>	<b>160,800</b>	<b>171,100</b>	<b>10,300</b>	<b>6.4</b>
<b>Federal Government</b>	<b>11,700</b>	<b>11,600</b>	<b>-100</b>	<b>-0.9</b>
<b>State and Local Government</b>	<b>149,000</b>	<b>159,500</b>	<b>10,500</b>	<b>7.0</b>
<b>State Government</b>	<b>28,000</b>	<b>31,500</b>	<b>3,500</b>	<b>12.5</b>
State Government Education	18,000	20,000	2,000	11.1
Other State Government	10,000	11,500	1,500	15.0
<b>Local Government</b>	<b>121,000</b>	<b>128,000</b>	<b>7,000</b>	<b>5.8</b>
Local Government Education	75,800	80,000	4,200	5.5
Other Local Government	45,200	48,000	2,800	6.2

Source: California EDD

## **Appendix F**

### **Internal Measures of Effectiveness**

Table 17-1. Course Enrollment Count and Course Success Rates for Arts, Humanities and Social Science Courses

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Success rate										
<b>All SCC Credit Courses</b>	69,121	68%	72,220	67%	73,556	72%	77,561	73%	75,513	70%	367,971	70%
<b>All Arts, Humanities, Soc. Sci.</b>	25,027	63%	27,104	63%	25,614	63%	27,247	65%	23,481	64%	128,473	64%
<b>ACE</b>	221	59%	411	72%	473	64%	478	71%	298	60%	1,881	66%
<b>ACE N</b>	-	-	15	67%	13	62%	-	-	21	76%	49	69%
<b>Anthropology</b>	779	58%	784	56%	906	60%	1,044	62%	1,050	57%	4,563	59%
<b>Art</b>	1,070	67%	1,135	64%	1,082	62%	1,136	66%	1,132	70%	5,555	66%
<b>Chicano Studies</b>	-	-	-	-	-	-	61	61%	88	72%	149	67%
<b>Communication</b>	1,677	72%	1,517	74%	1,851	70%	1,876	72%	1,714	75%	8,635	73%
<b>Dance</b>	382	54%	383	56%	385	65%	397	69%	408	69%	1,955	63%
<b>Economics</b>	633	67%	674	58%	775	61%	810	63%	832	53%	3,724	60%
<b>English</b>	3,842	59%	3,704	58%	3,593	60%	3,618	60%	3,609	62%	18,366	60%
<b>English N</b>	319	57%	312	53%	405	65%	454	57%	395	60%	1,885	59%
<b>Ethnic Studies</b>	-	-	20	80%	42	74%	72	75%	96	69%	230	73%
<b>French</b>	149	60%	161	58%	121	56%	148	66%	157	62%	736	61%
<b>Geography</b>	340	56%	321	50%	289	57%	338	57%	364	50%	1,652	54%
<b>History</b>	1,811	52%	2,083	57%	2,583	59%	2,409	61%	2,465	55%	11,351	57%
<b>Interdisciplinary Std</b>	4,907	56%	6,870	56%	3,040	56%	3,595	56%	384	53%	18,796	55%
<b>Italian</b>	179	71%	175	54%	135	65%	170	65%	46	70%	705	64%
<b>Library &amp; Info Studies</b>	-	-	-	-	57	63%	88	64%	150	49%	295	56%
<b>Music</b>	1,303	74%	1,310	75%	1,402	75%	1,698	75%	1,323	74%	7,036	75%
<b>Philosophy</b>	1,694	66%	1,663	66%	1,849	64%	1,905	64%	1,993	67%	9,104	65%

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Success rate	N	Success rate								
Political Science	1,629	62%	1,636	70%	2,014	66%	1,986	70%	1,988	67%	9,253	67%
Psychology	1,421	59%	1,380	58%	1,741	56%	1,880	61%	1,891	64%	8,313	60%
Reading	194	69%	192	66%	288	63%	275	62%	378	70%	1,327	66%
Sociology	834	71%	871	68%	968	71%	1,017	73%	910	75%	4,600	72%
Social Science	7	67%	14	29%	23	32%	26	58%	29	69%	99	52%
Spanish	802	63%	792	57%	899	59%	964	60%	938	60%	4,395	60%
Speech	120	71%	-	-	-	-	-	-	-	-	120	71%
Theater	453	70%	400	73%	353	71%	423	74%	438	69%	2,067	71%
Women's Studies	261	71%	281	65%	327	62%	379	57%	384	49%	1,632	60%

Source: Cal-PASS Standardized Metrics for Analysis and Reporting (SMART) Tool

Notes:

- 1) Data reflect academic year and include Summer, Fall, and Spring semesters.
- 2) The enrollment for Interdisciplinary Studies went down significantly in 2009-10 because IDS N04 was moved to the non-credit program, and IDS N19 was eliminated.
- 3) Speech courses were reported as Communication courses starting in the 2006-07 academic year.
- 4) Course success rate: percent of enrolled students at first census who remained and received grades of A, B, C, CR, or P at the completion of courses.

Table 17-2. Course Enrollment Count and Course Success Rates for Business and CTE Courses

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Success rate										
<b>All SCC Credit Courses</b>	69,121	68%	72,220	67%	73,556	72%	77,561	73%	75,513	70%	367,971	70%
<b>All Business &amp; CTE Courses</b>	25,547	77%	26,895	76%	27,707	87%	28,137	88%	28,293	81%	136,579	82%
<b>Accounting</b>	579	62%	540	64%	627	63%	636	62%	627	61%	3,009	62%
<b>App. Barbering</b>	132	53%	122	68%	74	81%	116	77%	174	61%	618	66%
<b>App. Carpentry</b>	9,645	92%	10,412	94%	13,180	96%	14,429	96%	12,798	94%	60,464	95%
<b>App. Cosmetology</b>	127	100%	102	100%	81	100%	88	100%	127	76%	525	94%
<b>App. Electrician</b>	1,936	45%	2,074	44%	1,353	89%	1,176	92%	2,025	62%	8,564	62%
<b>App. Maintenance Mech.</b>	-	-	26	96%	43	98%	99	97%	125	69%	293	85%
<b>App. Operating Engineer</b>	1,670	92%	1,820	92%	1,928	89%	1,512	91%	1,948	77%	8,878	88%
<b>App. Power Lineman</b>	1,541	61%	1,945	52%	984	98%	891	98%	1,332	66%	6,693	70%
<b>App. Surveying</b>	1,119	54%	1,455	56%	631	94%	444	89%	583	82%	4,232	68%
<b>Business</b>	1,388	63%	1,385	64%	1,449	66%	1,271	71%	1,558	65%	7,051	66%
<b>Business Applic.</b>	63	56%	52	63%	-	-	-	-	-	-	115	59%
<b>Computer Info System</b>	231	62%	185	63%	171	49%	278	56%	277	44%	1,142	54%
<b>Computer Science</b>	941	63%	906	61%	960	66%	941	68%	855	68%	4,603	65%
<b>Cosmetology</b>	404	99%	383	97%	472	100%	568	100%	545	99%	2,372	99%
<b>Criminal Justice</b>	358	58%	360	52%	391	48%	345	54%	409	55%	1,863	53%
<b>Electrician</b>	-	-	-	-	3	33%	-	-	-	-	3	33%
<b>Gemology</b>	163	84%	216	82%	204	81%	179	76%	196	77%	958	80%
<b>Human Development</b>	929	65%	728	56%	890	65%	701	55%	494	49%	3,742	59%
<b>Management</b>	173	50%	180	45%	147	50%	213	63%	246	62%	959	55%

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Success Rate	N	Success Rate								
Marketing	243	59%	188	64%	317	61%	267	66%	309	68%	1,324	64%
Public Works	352	88%	501	72%	582	88%	768	79%	856	89%	3,059	84%
Real Estate	1,319	60%	1,067	57%	752	58%	639	67%	288	56%	4,065	60%
Survey/Mapping	294	68%	323	72%	425	71%	451	73%	317	82%	1,810	73%
Television/Video	762	81%	778	78%	820	78%	901	78%	775	75%	4,036	78%
Travel	76	65%	78	79%	67	58%	-	-	-	-	221	68%
Water Utility	1,102	85%	1,069	81%	1,156	81%	1,224	82%	1,429	84%	5,980	82%

Source: Cal-PASS Standardized Metrics for Analysis and Reporting (SMART) Tool

Notes:

- 1) Data reflect academic year and include Summer, Fall, and Spring semesters.
- 2) In the 2007-08 academic year, there were three enrollments in an Electrician course which may have been incorrectly coded and should be in Apprenticeship - Electrician.
- 3) Courses in Travel were no longer offered after the 2007-08 academic year.
- 4) Course success rate: percent of enrolled students at first census who remained and received grades of A, B, C, CR, or P at the completion of courses.

Table 17-3. Course Enrollment Count and Course Success Rates for Counseling and Student Support Service Courses

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Success rate										
<b>All SCC Credit Courses</b>	69,121	68%	72,220	67%	73,556	72%	77,561	73%	75,513	70%	367,971	70%
<b>All Counseling &amp; Student Svcs.</b>	4,027	70%	2,915	70%	3,777	72%	4,196	75%	5,539	73%	20,454	72%
<b>Counseling</b>	1,401	69%	1,588	71%	1,542	74%	1,737	75%	4,740	74%	11,008	73%
<b>Counseling N</b>	46	74%	21	76%	64	72%	19	95%	18	89%	168	78%
<b>Education</b>	49	57%	78	63%	80	71%	84	61%	77	53%	368	61%
<b>Sign Language</b>	208	60%	285	55%	393	62%	433	68%	519	68%	1,838	64%
<b>Special Services</b>	269	78%	246	81%	264	73%	19	74%	-	-	798	77%
<b>Special Services N</b>	-	-	-	-	-	-	245	81%	185	79%	430	80%
<b>Study Skills</b>	2,054	74%	697	61%	1,434	72%	1,659	84%	-	-	5,844	75%

Source: Cal-PASS Standardized Metrics for Analysis and Reporting (SMART) Tool

Notes:

- 1) Data reflect academic year and include Summer, Fall, and Spring semesters.
- 2) Starting in 2009-10, Study Skills courses were reported under Counseling.
- 3) Course success rate: percent of enrolled students at first census who remained and received grades of A, B, C, CR, or P at the completion of courses.

Table 17-4. Course Enrollment Count and Course Success Rates for Math and Science Courses

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Success rate										
<b>All SCC Credit Courses</b>	69,121	68%	72,220	67%	73,556	72%	77,561	73%	75,513	70%	367,971	70%
<b>All Math &amp; Sciences</b>	14,520	57%	15,306	57%	16,458	59%	17,981	60%	18,200	59%	82,465	59%
<b>Astronomy</b>	997	67%	1,039	64%	1,214	65%	1,298	64%	1,202	65%	5,750	65%
<b>Biology</b>	2,685	62%	2,634	56%	2,856	57%	2,935	60%	2,772	60%	13,882	59%
<b>Chemistry</b>	321	65%	429	66%	479	65%	531	69%	518	66%	2,278	66%
<b>Earth Science</b>	304	45%	278	52%	326	59%	389	63%	405	58%	1,702	56%
<b>Environmental Studies</b>	11	55%	17	71%	12	92%	36	75%	61	84%	137	78%
<b>Exercise Science</b>	2,307	59%	2,697	64%	3,222	63%	3,262	66%	3,302	68%	14,790	65%
<b>Geology</b>	355	63%	402	74%	488	71%	568	69%	575	66%	2,388	69%
<b>Math</b>	6,439	51%	6,765	52%	6,609	54%	7,651	55%	7,112	51%	34,576	53%
<b>Math N</b>	745	55%	704	53%	754	56%	817	50%	1,716	58%	4,736	55%
<b>Nutrition &amp; Food</b>	82	68%	76	61%	93	67%	156	69%	206	76%	613	70%
<b>Physics</b>	208	71%	205	77%	347	79%	317	83%	307	79%	1,384	78%
<b>Physical Science</b>	66	76%	60	73%	58	69%	21	95%	24	88%	229	76%

Source: Cal-PASS Standardized Metrics for Analysis and Reporting (SMART) Tool

Notes:

- 1) Data reflect academic year and include Summer, Fall, and Spring semesters.
- 2) Course success rate: percent of enrolled students at first census who remained and received grades of A, B, C, CR, or P at the completion of courses.

Table 18-1. Course Enrollment Count and Course Retention Rates for Arts, Humanities and Social Science Courses

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Retention rate										
All SCC Credit Courses	69,121	84%	72,220	83%	73,556	84%	77,561	85%	75,513	85%	367,971	84%
All Arts, Humanities, Soc. Sci.	25,027	79%	27,104	77%	25,614	78%	27,247	80%	23,481	80%	128,473	79%
ACE	221	80%	411	83%	473	76%	478	83%	298	77%	1,881	80%
ACE N	-	-	15	100%	13	69%	-	-	21	81%	49	84%
Anthropology	779	79%	784	75%	906	78%	1,044	79%	1,050	82%	4,563	79%
Art	1,070	80%	1,135	76%	1,082	74%	1,136	77%	1,132	84%	5,555	78%
Chicano Studies	-	-	-	-	-	-	61	79%	88	88%	149	84%
Communication	1,677	83%	1,517	82%	1,851	80%	1,876	83%	1,714	85%	8,635	83%
Dance	382	73%	383	71%	385	77%	397	78%	408	80%	1,955	76%
Economics	633	80%	674	72%	775	74%	810	77%	832	70%	3,724	75%
English	3,842	75%	3,704	75%	3,593	76%	3,618	76%	3,609	80%	18,366	76%
English N	319	75%	312	71%	405	84%	454	78%	395	85%	1,885	79%
Ethnic Studies	-	-	20	90%	42	76%	72	88%	96	84%	230	84%
French	149	67%	161	65%	121	59%	148	70%	157	71%	736	67%
Geography	340	72%	321	68%	289	73%	338	73%	364	70%	1,652	71%
History	1,811	75%	2,083	74%	2,583	79%	2,409	80%	2,465	75%	11,351	77%
Interdisciplinary Std	4,907	75%	6,870	73%	3,040	78%	3,595	77%	384	73%	18,796	75%
Italian	179	75%	175	57%	135	65%	170	71%	46	74%	705	68%
Library & Info Studies	-	-	-	-	57	81%	88	81%	150	61%	295	71%
Music	1,303	88%	1,310	86%	1,402	86%	1,698	88%	1,323	87%	7,036	87%
Philosophy	1,694	76%	1,663	77%	1,849	74%	1,905	77%	1,993	78%	9,104	77%
Political Science	1,629	82%	1,636	82%	2,014	81%	1,986	85%	1,988	85%	9,253	83%

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Retention rate	N	Retention rate								
Psychology	1,421	76%	1,380	77%	1,741	76%	1,880	79%	1,891	83%	8,313	78%
Reading	194	86%	192	80%	288	79%	275	80%	378	85%	1,327	82%
Sociology	834	86%	871	84%	968	84%	1,017	88%	910	84%	4,600	85%
Social Science	7	83%	14	50%	23	59%	26	81%	29	79%	99	71%
Spanish	802	73%	792	68%	899	71%	964	73%	938	72%	4,395	71%
Speech	120	89%	-	-	-	-	-	-	-	-	120	89%
Theater	453	82%	400	83%	353	77%	423	80%	438	78%	2,067	80%
Women's Studies	261	84%	281	77%	327	78%	379	75%	384	70%	1,632	76%

Source: Cal-PASS Standardized Metrics for Analysis and Reporting (SMART) Tool

Notes:

- 1) Data reflect academic year and include Summer, Fall, and Spring semesters.
- 2) The enrollment for Interdisciplinary Studies went down significantly in 2009-10 because IDS N04 was moved to the non-credit program, and IDS N19 was eliminated.
- 3) Speech courses were reported as Communication courses starting in the 2006-07 academic year.
- 4) Course retention rate: percent of enrolled students at first census who received grades other than "W" or "DR" at the completion of courses.

Table 18-2. Course Enrollment Count and Course Retention Rates for Business and CTE Courses

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Retention rate										
All SCC Credit Courses	69,121	84%	72,220	83%	73,556	84%	77,561	85%	75,513	85%	367,971	84%
All Business & CTE Courses	25,547	91%	26,895	92%	27,707	92%	28,137	92%	28,293	93%	136,579	92%
Accounting	579	74%	540	76%	627	73%	636	74%	627	73%	3,009	74%
App. Barbering	132	100%	122	99%	74	100%	116	100%	174	100%	618	100%
App. Carpentry	9,645	94%	10,412	95%	13,180	97%	14,429	97%	12,798	97%	60,464	96%
App. Cosmetology	127	100%	102	100%	81	100%	88	100%	127	100%	525	100%
App. Electrician	1,936	98%	2,074	99%	1,353	97%	1,176	97%	2,025	97%	8,564	98%
App. Maintenance Mech.	-	-	26	96%	43	98%	99	98%	125	100%	293	99%
App. Operating Engineer	1,670	96%	1,820	98%	1,928	96%	1,512	96%	1,948	97%	8,878	97%
App. Power Lineman	1,541	100%	1,945	100%	984	100%	891	100%	1,332	100%	6,693	100%
App. Surveying	1,119	98%	1,455	98%	631	95%	444	91%	583	95%	4,232	96%
Business	1,388	82%	1,385	77%	1,449	79%	1,271	83%	1,558	79%	7,051	80%
Business Applic.	63	79%	52	86%	-	-	-	-	-	-	115	82%
Computer Info System	231	75%	185	74%	171	66%	278	74%	277	70%	1,142	72%
Computer Science	941	81%	906	83%	960	79%	941	81%	855	87%	4,603	82%
Cosmetology	404	99%	383	100%	472	100%	568	100%	545	100%	2,372	100%
Criminal Justice	358	83%	360	74%	391	73%	345	75%	409	75%	1,863	76%
Electrician	-	-	-	-	3	100%	-	-	-	-	3	100%
Gemology	163	91%	216	87%	204	91%	179	90%	196	84%	958	89%
Human Development	929	79%	728	69%	890	76%	701	66%	494	64%	3,742	72%

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Retention rate	N	Retention rate								
Management	173	82%	180	60%	147	66%	213	73%	246	76%	959	72%
Marketing	243	69%	188	74%	317	80%	267	84%	309	78%	1,324	77%
Public Works	352	93%	501	92%	582	92%	768	93%	856	92%	3,059	92%
Real Estate	1,319	81%	1,067	82%	752	80%	639	80%	288	70%	4,065	80%
Survey/Mapping	294	77%	323	79%	425	78%	451	81%	317	86%	1,810	80%
Television/Video	762	89%	778	85%	820	87%	901	83%	775	83%	4,036	85%
Travel	76	75%	78	86%	67	70%	-	-	-	-	221	77%
Water Utility	1,102	92%	1,069	90%	1,156	88%	1,224	91%	1,429	91%	5,980	90%

Source: Cal-PASS Standardized Metrics for Analysis and Reporting (SMART) Tool

Notes:

- 1) Data reflect academic year and include Summer, Fall, and Spring semesters.
- 2) In the 2007-08 academic year, there were three enrollments in an Electrician course which may have been incorrectly coded and should be in Apprenticeship - Electrician.
- 3) Courses in Travel were no longer offered after the 2007-08 academic year.
- 4) Course retention rate: percent of enrolled students at first census who received grades other than "W" or "DR" at the completion of courses.

Table 18-3. Course Enrollment Count and Course Retention Rates for Counseling and Student Support Service Courses

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Retention rate										
<b>All SCC Credit Courses</b>	69,121	84%	72,220	83%	73,556	84%	77,561	85%	75,513	85%	367,971	84%
<b>All Counseling &amp; Stdnt Svcs.</b>	4,027	84%	2,915	83%	3,777	83%	4,196	86%	5,539	86%	20,454	84%
<b>Counseling</b>	1,401	84%	1,588	84%	1,542	84%	1,737	86%	4,740	87%	11,008	85%
<b>Counseling N</b>	46	100%	21	100%	64	100%	19	100%	18	100%	168	100%
<b>Education</b>	49	65%	78	65%	80	74%	84	70%	77	66%	368	68%
<b>Sign Language</b>	208	79%	285	78%	393	80%	433	86%	519	84%	1,838	82%
<b>Special Services</b>	269	90%	246	86%	264	81%	19	74%	-	-	798	85%
<b>Special Services N</b>	-	-	-	-	-	-	245	85%	185	89%	430	87%
<b>Study Skills</b>	2,054	80%	697	73%	1,434	72%	1,659	96%	-	-	5,844	84%

Source: Cal-PASS Standardized Metrics for Analysis and Reporting (SMART) Tool

Notes:

- 1) Data reflect academic year and include Summer, Fall, and Spring semesters.
- 2) Starting in 2009-10, Study Skills courses were reported under Counseling.
- 3) Course retention rate: percent of enrolled students at first census who received grades other than "W" or "DR" at the completion of courses.

Table 18-4. Course Enrollment Count and Course Retention Rates for Math and Science Courses

DEPARTMENT	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	Retention rate										
<b>All SCC Credit Courses</b>	69,121	84%	72,220	83%	73,556	84%	77,561	85%	75,513	85%	367,971	84%
<b>All Math &amp; Sciences</b>	14,520	78%	15,306	76%	16,458	78%	17,981	79%	18,200	80%	82,465	78%
<b>Astronomy</b>	997	81%	1,039	81%	1,214	83%	1,298	83%	1,202	85%	5,750	83%
<b>Biology</b>	2,685	80%	2,634	71%	2,856	74%	2,935	75%	2,772	74%	13,882	75%
<b>Chemistry</b>	321	77%	429	76%	479	76%	531	78%	518	77%	2,278	77%
<b>Earth Science</b>	304	72%	278	77%	326	76%	389	86%	405	76%	1,702	77%
<b>Environmental Studies</b>	11	73%	17	82%	12	100%	36	89%	61	90%	137	88%
<b>Exercise Science</b>	2,307	85%	2,697	86%	3,222	85%	3,262	86%	3,302	85%	14,790	85%
<b>Geology</b>	355	79%	402	84%	488	80%	568	80%	575	81%	2,388	81%
<b>Math</b>	6,439	74%	6,765	72%	6,609	75%	7,651	77%	7,112	77%	34,576	75%
<b>Math N</b>	745	74%	704	70%	754	77%	817	73%	1,716	82%	4,736	77%
<b>Nutrition &amp; Food</b>	82	77%	76	75%	93	77%	156	86%	206	86%	613	82%
<b>Physics</b>	208	75%	205	83%	347	85%	317	85%	307	86%	1,384	84%
<b>Physical Science</b>	66	86%	60	90%	58	86%	21	95%	24	100%	229	90%

Source: Cal-PASS Standardized Metrics for Analysis and Reporting (SMART) Tool

Notes:

- 1) Data reflect academic year and include Summer, Fall, and Spring semesters.
- 2) Course retention rate: percent of enrolled students at first census who received grades other than "W" or "DR" at the completion of courses.

Table 19. Summary of Course Enrollment, Retention and Success Rates at SCC by Academic Year

College / Department	2005-06		2006-07		2007-08		2008-09		2009-10		TOTAL	
	N	%	N	%	N	%	N	%	N	%	N	%
<b>Overall SCC Course Retention</b>	69,121	84%	72,220	83%	73,556	84%	77,561	85%	75,513	85%	367,971	84%
<b>Overall SCC Course Success</b>	69,121	68%	72,220	67%	73,556	72%	77,561	73%	75,513	70%	367,971	70%
<b>Basic Skills Math Course Success</b>	745	55%	704	53%	754	56%	817	50%	787	54%	3,807	53%
<b>Basic Skills English Course Success</b>	319	57%	312	53%	328	63%	363	55%	348	61%	1,670	58%
<b>Basic Skills Reading Course Success</b>	183	68%	173	64%	101	52%	75	55%	95	63%	627	62%
<b>Overall Basic Skills Course Success</b>	5,117	60%	4,089	59%	3,730	61%	4,702	58%	4,489	60%	22,127	59%
<b>Transfer Course Success</b>	38,402	64%	38,757	63%	42,692	64%	44,491	66%	44,089	65%	208,431	64%
<b>Overall CTE Course Success</b>	21,992	79%	23,511	78%	24,036	90%	24,531	91%	24,421	84%	118,491	85%

Source: Cal-PASS Standardized Metrics for Analysis and Reporting (SMART) Tool

Notes:

- 1) Data reflect academic year and include Summer, Fall, and Spring semesters. Overall SCC data do not include CED courses.
- 2) Total numbers (N) reflect total seat enrollment counts and may be higher than the total numbers of grades given due to inclusion of ungraded review courses.
- 3) Course retention rate: percent of enrolled students at first census who received grades other than "W" or "DR" at the completion of courses.
- 4) Course success rate: percent of enrolled students at first census who remained and received grades of A, B, C, CR, or P at the completion of courses.

Table 20. Summary of ARCC Performance Indicators for SCC

College Performance Indicator	Cohort				
	2003-04 to 2005-06	2004-05 to 2006-07	2005-06 to 2007-08	2006-07 to 2008-09	2007-08 to 2009-10
Basic Skills Improvement Rate	59%	60%	58%	63%	66%
	2000-01 to 2005-06	2001-02 to 2006-07	2002-03 to 2007-08	2003-04 to 2008-09	2004-05 to 2009-10
Earned 30 or More Units	57%	57%	59%	55%	58%
	Fall 2004 to Fall 2005	Fall 2005 to Fall 2006	Fall 2006 to Fall 2007	Fall 2007 to Fall 2008	Fall 2008 to Fall 2009
Fall-to-Fall Persistence Rate	58%	69%	74%	65%	65%

Source: 2009, 2010 and 2011 ARCC (Accountability Reporting in Community College) reports

*Definitions:*

Basic Skills Improvement: *Students who took credit basic skills courses in Reading, Writing, and Math who successfully completed a higher-level course in the same discipline within three academic years of completing the first basic skills course.*

Earned 30 or more units: *First-time students with intent to complete who earned at least 30 units in California Community College system within six years of entry.*

Persistence Rate: *First-time students with at least six units earned in Fall term who returned and enrolled in the subsequent Fall term anywhere in the CCC system.*

Check Registers Submitted for Approval  
 Checks Written for Period 12/01/12 thru 01/04/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55447	General Fund Unrestricted	3,768.66	0.00	3,768.66	92*0335214	92*0335219
55449	General Fund Unrestricted	206.58	0.00	206.58	92*0335231	92*0335232
55451	General Fund Unrestricted	8,113.17	0.00	8,113.17	92*0335241	92*0335243
55456	General Fund Unrestricted	2,599.00	0.00	2,599.00	92*0335257	92*0335257
55457	General Fund Unrestricted	3,074.46	0.00	3,074.46	92*0335258	92*0335259
55458	General Fund Unrestricted	2,036.98	0.00	2,036.98	92*0335261	92*0335266
55459	General Fund Unrestricted	513.07	0.00	513.07	92*0335267	92*0335270
55460	General Fund Unrestricted	2,831.60	0.00	2,831.60	92*0335273	92*0335284
55461	General Fund Unrestricted	1,388.00	0.00	1,388.00	92*0335285	92*0335285
55467	General Fund Unrestricted	3,229.50	0.00	3,229.50	92*0335297	92*0335307
55468	General Fund Unrestricted	3,843.00	0.00	3,843.00	92*0335308	92*0335317
55469	General Fund Unrestricted	3,465.40	0.00	3,465.40	92*0335318	92*0335332
55471	General Fund Unrestricted	1,584.47	0.00	1,584.47	92*0335336	92*0335342
55472	General Fund Unrestricted	1,336.90	0.00	1,336.90	92*0335345	92*0335351
55473	General Fund Unrestricted	8,609.39	0.00	8,609.39	92*0335353	92*0335356
55474	General Fund Unrestricted	2,100.00	0.00	2,100.00	92*0335359	92*0335359
55479	General Fund Unrestricted	3,942.85	0.00	3,942.85	92*0335373	92*0335379
55480	General Fund Unrestricted	194,656.00	0.00	194,656.00	92*0335380	92*0335464
55481	General Fund Unrestricted	172,333.33	0.00	172,333.33	92*0335465	92*0335548
55482	General Fund Unrestricted	175,498.00	0.00	175,498.00	92*0335549	92*0335632
55483	General Fund Unrestricted	161,150.03	0.00	161,150.03	92*0335633	92*0335716
55484	General Fund Unrestricted	165,985.30	0.00	165,985.30	92*0335717	92*0335800
55485	General Fund Unrestricted	107,565.47	0.00	107,565.47	92*0335801	92*0335860
55486	General Fund Unrestricted	109,342.16	0.00	109,342.16	92*0335861	92*0335945
55487	General Fund Unrestricted	55,791.27	0.00	55,791.27	92*0335946	92*0335988
55488	General Fund Unrestricted	3,669.05	0.00	3,669.05	92*0335989	92*0335991
55490	General Fund Unrestricted	2,034.05	0.00	2,034.05	92*0335997	92*0336003
55492	General Fund Unrestricted	235.00	0.00	235.00	92*0336014	92*0336017
55493	General Fund Unrestricted	440.00	0.00	440.00	92*0336019	92*0336025
55494	General Fund Unrestricted	23,093.64	0.00	23,093.64	92*0336027	92*0336027
55495	General Fund Unrestricted	2,502.00	0.00	2,502.00	92*0336028	92*0336029
55501	General Fund Unrestricted	56,587.00	0.00	56,587.00	92*0336052	92*0336072
55502	General Fund Unrestricted	59,515.00	0.00	59,515.00	92*0336073	92*0336102
55503	General Fund Unrestricted	4,744.09	0.00	4,744.09	92*0336105	92*0336109
55504	General Fund Unrestricted	3,310.45	0.00	3,310.45	92*0336110	92*0336118
55505	General Fund Unrestricted	1,188.38	0.00	1,188.38	92*0336121	92*0336124
55507	General Fund Unrestricted	16,965.00	0.00	16,965.00	92*0336131	92*0336133
55508	General Fund Unrestricted	2,750.00	0.00	2,750.00	92*0336134	92*0336134
55509	General Fund Unrestricted	32,074.00	0.00	32,074.00	92*0336135	92*0336140
55511	General Fund Unrestricted	2,722.67	0.00	2,722.67	92*0336149	92*0336157
55512	General Fund Unrestricted	1,000.00	0.00	1,000.00	92*0336159	92*0336159

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55513	General Fund Unrestricted	323.88	0.00	323.88	92*0336162	92*0336163
55514	General Fund Unrestricted	2,675.49	0.00	2,675.49	92*0336166	92*0336170
55520	General Fund Unrestricted	6,705.20	0.00	6,705.20	92*0336195	92*0336214
55521	General Fund Unrestricted	4,707.00	0.00	4,707.00	92*0336215	92*0336227
55524	General Fund Unrestricted	4,715.12	0.00	4,715.12	92*0336235	92*0336244
55528	General Fund Unrestricted	2,962.04	0.00	2,962.04	92*0336259	92*0336263
55530	General Fund Unrestricted	18,979.97	0.00	18,979.97	92*0336269	92*0336269
55533	General Fund Unrestricted	1,988.00	0.00	1,988.00	92*0336272	92*0336273
55535	General Fund Unrestricted	8,402.48	0.00	8,402.48	92*0336281	92*0336287
55536	General Fund Unrestricted	4,760.00	0.00	4,760.00	92*0336289	92*0336289
55540	General Fund Unrestricted	3,013.00	0.00	3,013.00	92*0336308	92*0336309
55541	General Fund Unrestricted	155,959.60	0.00	155,959.60	92*0336310	92*0336394
55542	General Fund Unrestricted	105,379.00	0.00	105,379.00	92*0336395	92*0336452
55544	General Fund Unrestricted	15,388.88	0.00	15,388.88	92*0336455	92*0336457
55545	General Fund Unrestricted	6,045.75	0.00	6,045.75	92*0336460	92*0336468
55546	General Fund Unrestricted	17,410.52	0.00	17,410.52	92*0336469	92*0336474
55547	General Fund Unrestricted	785.57	0.00	785.57	92*0336475	92*0336480
55548	General Fund Unrestricted	13,231.06	0.00	13,231.06	92*0336481	92*0336489
55558	General Fund Unrestricted	7,226.80	0.00	7,226.80	92*0336523	92*0336550
55559	General Fund Unrestricted	6,430.50	0.00	6,430.50	92*0336551	92*0336572
55560	General Fund Unrestricted	3,426.00	0.00	3,426.00	92*0336573	92*0336575
55562	General Fund Unrestricted	2,521.73	0.00	2,521.73	92*0336579	92*0336580
55563	General Fund Unrestricted	1,309.37	0.00	1,309.37	92*0336584	92*0336596
55564	General Fund Unrestricted	3,468.19	0.00	3,468.19	92*0336597	92*0336604
55565	General Fund Unrestricted	2,090.91	0.00	2,090.91	92*0336605	92*0336612
55568	General Fund Unrestricted	2,256.31	0.00	2,256.31	92*0336626	92*0336630
55569	General Fund Unrestricted	987.31	0.00	987.31	92*0336634	92*0336641
55581	General Fund Unrestricted	7,700.00	0.00	7,700.00	92*0336692	92*0336714
55582	General Fund Unrestricted	2,598.90	0.00	2,598.90	92*0336715	92*0336724
55583	General Fund Unrestricted	2,168.18	0.00	2,168.18	92*0336725	92*0336731
55584	General Fund Unrestricted	4,949.74	0.00	4,949.74	92*0336732	92*0336734
55586	General Fund Unrestricted	3,573.50	0.00	3,573.50	92*0336740	92*0336742
55587	General Fund Unrestricted	1,895.54	0.00	1,895.54	92*0336743	92*0336747
55588	General Fund Unrestricted	5,094.65	0.00	5,094.65	92*0336748	92*0336755
55589	General Fund Unrestricted	2,888.66	0.00	2,888.66	92*0336756	92*0336763
55590	General Fund Unrestricted	5,294.02	0.00	5,294.02	92*0336764	92*0336770
55601	General Fund Unrestricted	2,059.00	0.00	2,059.00	92*0336808	92*0336809
55602	General Fund Unrestricted	3,756.00	0.00	3,756.00	92*0336810	92*0336824
55605	General Fund Unrestricted	1,704.08	0.00	1,704.08	92*0336833	92*0336833
55609	General Fund Unrestricted	2,775.00	0.00	2,775.00	92*0336847	92*0336847
55611	General Fund Unrestricted	2,729.59	0.00	2,729.59	92*0336849	92*0336859

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55613	General Fund Unrestricted	1,018.60	0.00	1,018.60	92*0336864	92*0336868
55614	General Fund Unrestricted	2,026.35	0.00	2,026.35	92*0336871	92*0336871
55616	General Fund Unrestricted	1,803.77	0.00	1,803.77	92*0336876	92*0336881
55617	General Fund Unrestricted	9,805.00	0.00	9,805.00	92*0336883	92*0336886
55618	General Fund Unrestricted	5,518.82	0.00	5,518.82	92*0336887	92*0336893
55621	General Fund Unrestricted	1,979.16	0.00	1,979.16	92*0336908	92*0336915
55622	General Fund Unrestricted	3,742.10	0.00	3,742.10	92*0336916	92*0336923
55629	General Fund Unrestricted	6,169.84	0.00	6,169.84	92*0336954	92*0336959
55634	General Fund Unrestricted	3,946.00	0.00	3,946.00	92*0336970	92*0336984
55635	General Fund Unrestricted	2,226.00	0.00	2,226.00	92*0336985	92*0336994
55636	General Fund Unrestricted	566.00	0.00	566.00	92*0336998	92*0336998
55637	General Fund Unrestricted	327.40	0.00	327.40	92*0336999	92*0337005
55638	General Fund Unrestricted	14,988.00	0.00	14,988.00	92*0337008	92*0337009
55639	General Fund Unrestricted	3,915.00	0.00	3,915.00	92*0337010	92*0337021
55640	General Fund Unrestricted	1,448.92	0.00	1,448.92	92*0337024	92*0337024
55641	General Fund Unrestricted	12,148.56	0.00	12,148.56	92*0337026	92*0337027
55646	General Fund Unrestricted	4,168.89	0.00	4,168.89	92*0337036	92*0337043
55648	General Fund Unrestricted	2,248.13	0.00	2,248.13	92*0337053	92*0337058
55649	General Fund Unrestricted	1,557.31	0.00	1,557.31	92*0337060	92*0337062
55650	General Fund Unrestricted	4,106.61	0.00	4,106.61	92*0337064	92*0337071
55652	General Fund Unrestricted	6,026.09	0.00	6,026.09	92*0337077	92*0337079
55659	General Fund Unrestricted	1,673,724.89	0.00	1,673,724.89	92*0337095	92*0337096
55660	General Fund Unrestricted	4,647.30	0.00	4,647.30	92*0337097	92*0337113
55661	General Fund Unrestricted	852.40	0.00	852.40	92*0337115	92*0337117
55662	General Fund Unrestricted	8,858.56	0.00	8,858.56	92*0337122	92*0337125
55663	General Fund Unrestricted	1,702.83	0.00	1,702.83	92*0337126	92*0337130
55666	General Fund Unrestricted	274.00	0.00	274.00	92*0337142	92*0337142
55667	General Fund Unrestricted	516.09	0.00	516.09	92*0337145	92*0337145
55668	General Fund Unrestricted	13,052.13	0.00	13,052.13	92*0337146	92*0337146
55669	General Fund Unrestricted	99,032.30	0.00	99,032.30	92*0337147	92*0337150
<b>Total Fund 11 General Fund Unrestricted</b>		<b><u>\$3,752,528.51</u></b>	<b><u>\$0.00</u></b>	<b><u>\$3,752,528.51</u></b>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55449	General Fund Restricted	4,033.62	0.00	4,033.62	92*0335226	92*0335230
55450	General Fund Restricted	647.75	0.00	647.75	92*0335233	92*0335240
55457	General Fund Restricted	1,800.00	0.00	1,800.00	92*0335260	92*0335260
55459	General Fund Restricted	1,475.46	0.00	1,475.46	92*0335269	92*0335272
55471	General Fund Restricted	684.62	0.00	684.62	92*0335338	92*0335343
55472	General Fund Restricted	1,493.05	0.00	1,493.05	92*0335344	92*0335350
55473	General Fund Restricted	4,508.00	0.00	4,508.00	92*0335352	92*0335357
55474	General Fund Restricted	11,670.71	0.00	11,670.71	92*0335358	92*0335358
55479	General Fund Restricted	270.00	0.00	270.00	92*0335375	92*0335375
55489	General Fund Restricted	19,348.39	0.00	19,348.39	92*0335992	92*0335996
55490	General Fund Restricted	576.00	0.00	576.00	92*0335998	92*0335999
55491	General Fund Restricted	1,245.55	0.00	1,245.55	92*0336004	92*0336010
55492	General Fund Restricted	685.92	0.00	685.92	92*0336012	92*0336016
55493	General Fund Restricted	612.93	0.00	612.93	92*0336018	92*0336026
55503	General Fund Restricted	3,390.30	0.00	3,390.30	92*0336103	92*0336104
55505	General Fund Restricted	1,228.83	0.00	1,228.83	92*0336119	92*0336120
55506	General Fund Restricted	1,011.88	0.00	1,011.88	92*0336125	92*0336130
55510	General Fund Restricted	7,671.48	0.00	7,671.48	92*0336141	92*0336146
55511	General Fund Restricted	1,855.20	0.00	1,855.20	92*0336147	92*0336154
55512	General Fund Restricted	5,594.34	0.00	5,594.34	92*0336158	92*0336160
55513	General Fund Restricted	2,685.96	0.00	2,685.96	92*0336161	92*0336165
55523	General Fund Restricted	464.12	0.00	464.12	92*0336231	92*0336234
55526	General Fund Restricted	6,048.29	0.00	6,048.29	92*0336247	92*0336253
55527	General Fund Restricted	800.00	0.00	800.00	92*0336254	92*0336258
55529	General Fund Restricted	10,111.23	0.00	10,111.23	92*0336264	92*0336268
55534	General Fund Restricted	10,242.18	0.00	10,242.18	92*0336274	92*0336280
55536	General Fund Restricted	1,382.45	0.00	1,382.45	92*0336288	92*0336294
55544	General Fund Restricted	806.36	0.00	806.36	92*0336458	92*0336458
55545	General Fund Restricted	1,384.03	0.00	1,384.03	92*0336459	92*0336467
55548	General Fund Restricted	1,605.07	0.00	1,605.07	92*0336486	92*0336486
55549	General Fund Restricted	2,931.49	0.00	2,931.49	92*0336490	92*0336495
55550	General Fund Restricted	6,519.03	0.00	6,519.03	92*0336496	92*0336500
55551	General Fund Restricted	847.25	0.00	847.25	92*0336501	92*0336507
55552	General Fund Restricted	2,537.49	0.00	2,537.49	92*0336508	92*0336510
55562	General Fund Restricted	1,078.67	0.00	1,078.67	92*0336578	92*0336583
55563	General Fund Restricted	308.02	0.00	308.02	92*0336585	92*0336595
55566	General Fund Restricted	1,592.44	0.00	1,592.44	92*0336613	92*0336619
55567	General Fund Restricted	1,635.33	0.00	1,635.33	92*0336620	92*0336625
55568	General Fund Restricted	2,454.54	0.00	2,454.54	92*0336628	92*0336633
55569	General Fund Restricted	1,668.86	0.00	1,668.86	92*0336636	92*0336640
55583	General Fund Restricted	167.00	0.00	167.00	92*0336727	92*0336727

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55584	General Fund Restricted	1,897.35	0.00	1,897.35	92*0336735	92*0336736
55603	General Fund Restricted	2,695.91	0.00	2,695.91	92*0336825	92*0336828
55605	General Fund Restricted	7,043.36	0.00	7,043.36	92*0336831	92*0336836
55606	General Fund Restricted	607.91	0.00	607.91	92*0336837	92*0336841
55613	General Fund Restricted	436.73	0.00	436.73	92*0336862	92*0336866
55614	General Fund Restricted	59.00	0.00	59.00	92*0336869	92*0336869
55615	General Fund Restricted	1,858.73	0.00	1,858.73	92*0336872	92*0336875
55616	General Fund Restricted	732.50	0.00	732.50	92*0336877	92*0336879
55617	General Fund Restricted	475.00	0.00	475.00	92*0336882	92*0336882
55619	General Fund Restricted	4,583.08	0.00	4,583.08	92*0336894	92*0336898
55620	General Fund Restricted	560.20	0.00	560.20	92*0336899	92*0336907
55621	General Fund Restricted	1,241.65	0.00	1,241.65	92*0336909	92*0336913
55622	General Fund Restricted	588.32	0.00	588.32	92*0336924	92*0336924
55627	General Fund Restricted	5,500.00	0.00	5,500.00	92*0336932	92*0336942
55628	General Fund Restricted	5,500.00	0.00	5,500.00	92*0336943	92*0336953
55629	General Fund Restricted	1,403.25	0.00	1,403.25	92*0336960	92*0336960
55636	General Fund Restricted	9,915.76	0.00	9,915.76	92*0336995	92*0336997
55637	General Fund Restricted	2,214.81	0.00	2,214.81	92*0337000	92*0337004
55639	General Fund Restricted	275.00	0.00	275.00	92*0337020	92*0337020
55640	General Fund Restricted	2,500.00	0.00	2,500.00	92*0337022	92*0337022
55641	General Fund Restricted	29,049.88	0.00	29,049.88	92*0337025	92*0337025
55646	General Fund Restricted	580.88	0.00	580.88	92*0337040	92*0337040
55647	General Fund Restricted	9,844.68	0.00	9,844.68	92*0337044	92*0337052
55648	General Fund Restricted	2,500.00	0.00	2,500.00	92*0337059	92*0337059
55649	General Fund Restricted	9,000.00	0.00	9,000.00	92*0337063	92*0337063
55651	General Fund Restricted	5,279.70	0.00	5,279.70	92*0337072	92*0337076
55652	General Fund Restricted	239.64	0.00	239.64	92*0337078	92*0337078
55653	General Fund Restricted	8,949.96	0.00	8,949.96	92*0337080	92*0337081
55661	General Fund Restricted	1,082.17	0.00	1,082.17	92*0337114	92*0337119
55662	General Fund Restricted	7,762.71	0.00	7,762.71	92*0337120	92*0337124
55663	General Fund Restricted	1,611.54	0.00	1,611.54	92*0337131	92*0337132
55664	General Fund Restricted	28,481.00	0.00	28,481.00	92*0337133	92*0337133
55665	General Fund Restricted	97,869.30	0.00	97,869.30	92*0337134	92*0337136
55666	General Fund Restricted	1,163.21	0.00	1,163.21	92*0337137	92*0337143
55667	General Fund Restricted	1,900.00	0.00	1,900.00	92*0337144	92*0337144
<b>Total Fund 12 General Fund Restricted</b>		<b><u>\$382,477.07</u></b>	<b><u>\$0.00</u></b>	<b><u>\$382,477.07</u></b>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55448	GF Unrestricted One-Time Func	90,404.32	0.00	90,404.32	92*0335220	92*0335225
55455	GF Unrestricted One-Time Func	13,550.16	0.00	13,550.16	92*0335256	92*0335256
55470	GF Unrestricted One-Time Func	10,818.39	0.00	10,818.39	92*0335333	92*0335335
55492	GF Unrestricted One-Time Func	165.09	0.00	165.09	92*0336011	92*0336011
55503	GF Unrestricted One-Time Func	1,380.63	0.00	1,380.63	92*0336106	92*0336106
55515	GF Unrestricted One-Time Func	15,711.86	0.00	15,711.86	92*0336171	92*0336175
55522	GF Unrestricted One-Time Func	5,171.67	0.00	5,171.67	92*0336228	92*0336230
55525	GF Unrestricted One-Time Func	18,673.56	0.00	18,673.56	92*0336245	92*0336246
55543	GF Unrestricted One-Time Func	1,214.58	0.00	1,214.58	92*0336453	92*0336454
55545	GF Unrestricted One-Time Func	5,162.40	0.00	5,162.40	92*0336466	92*0336466
55553	GF Unrestricted One-Time Func	91,757.10	0.00	91,757.10	92*0336511	92*0336511
55561	GF Unrestricted One-Time Func	18,501.45	0.00	18,501.45	92*0336576	92*0336577
55585	GF Unrestricted One-Time Func	29,786.00	0.00	29,786.00	92*0336737	92*0336738
55586	GF Unrestricted One-Time Func	16,713.48	0.00	16,713.48	92*0336739	92*0336739
55600	GF Unrestricted One-Time Func	34,114.49	0.00	34,114.49	92*0336803	92*0336807
55604	GF Unrestricted One-Time Func	2,131.41	0.00	2,131.41	92*0336829	92*0336830
55612	GF Unrestricted One-Time Func	11,551.77	0.00	11,551.77	92*0336860	92*0336861
55614	GF Unrestricted One-Time Func	3,288.00	0.00	3,288.00	92*0336870	92*0336870
55616	GF Unrestricted One-Time Func	672.00	0.00	672.00	92*0336878	92*0336878
55626	GF Unrestricted One-Time Func	484.74	0.00	484.74	92*0336930	92*0336931
55630	GF Unrestricted One-Time Func	40,000.00	0.00	40,000.00	92*0336961	92*0336961
55638	GF Unrestricted One-Time Func	16,440.83	0.00	16,440.83	92*0337006	92*0337007
55640	GF Unrestricted One-Time Func	8,185.04	0.00	8,185.04	92*0337023	92*0337023
55645	GF Unrestricted One-Time Func	12,391.34	0.00	12,391.34	92*0337034	92*0337034
55646	GF Unrestricted One-Time Func	3,480.00	0.00	3,480.00	92*0337035	92*0337035
55654	GF Unrestricted One-Time Func	26,890.20	0.00	26,890.20	92*0337082	92*0337082
55662	GF Unrestricted One-Time Func	8,000.00	0.00	8,000.00	92*0337121	92*0337121
<b>Total Fund 13 GF Unrestricted One-Time</b>		<b><u>\$486,640.51</u></b>	<b><u>\$0.00</u></b>	<b><u>\$486,640.51</u></b>		

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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55452	Child Development Fund	618.51	0.00	618.51	92*0335244	92*0335246
55475	Child Development Fund	19,322.01	0.00	19,322.01	92*0335360	92*0335363
55496	Child Development Fund	15,509.87	0.00	15,509.87	92*0336030	92*0336037
55516	Child Development Fund	2,787.34	0.00	2,787.34	92*0336176	92*0336179
55517	Child Development Fund	2,361.11	0.00	2,361.11	92*0336180	92*0336185
55531	Child Development Fund	2,350.00	0.00	2,350.00	92*0336270	92*0336270
55537	Child Development Fund	16,115.41	0.00	16,115.41	92*0336295	92*0336300
55538	Child Development Fund	3,600.90	0.00	3,600.90	92*0336301	92*0336306
55554	Child Development Fund	132.83	0.00	132.83	92*0336512	92*0336518
55570	Child Development Fund	6,237.23	0.00	6,237.23	92*0336642	92*0336646
55571	Child Development Fund	5,342.11	0.00	5,342.11	92*0336647	92*0336653
55572	Child Development Fund	834.37	0.00	834.37	92*0336654	92*0336659
55573	Child Development Fund	1,876.02	0.00	1,876.02	92*0336660	92*0336671
55574	Child Development Fund	561.45	0.00	561.45	92*0336672	92*0336676
55607	Child Development Fund	551.90	0.00	551.90	92*0336842	92*0336843
55631	Child Development Fund	5,826.80	0.00	5,826.80	92*0336962	92*0336966
55642	Child Development Fund	993.44	0.00	993.44	92*0337028	92*0337029
55655	Child Development Fund	13,108.01	0.00	13,108.01	92*0337083	92*0337087
<b>Total Fund 33 Child Development Fund</b>		<b><u>\$98,129.31</u></b>	<b><u>\$0.00</u></b>	<b><u>\$98,129.31</u></b>		

Check Registers Submitted for Approval  
 Checks Written for Period 12/01/12 thru 01/04/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55454	Capital Outlay Projects Fund	20,083.74	0.00	20,083.74	92*0335255	92*0335255
55465	Capital Outlay Projects Fund	830.45	0.00	830.45	92*0335295	92*0335295
55477	Capital Outlay Projects Fund	55,135.84	0.00	55,135.84	92*0335366	92*0335369
55499	Capital Outlay Projects Fund	257,557.66	0.00	257,557.66	92*0336048	92*0336050
55519	Capital Outlay Projects Fund	11,283.38	0.00	11,283.38	92*0336191	92*0336194
55555	Capital Outlay Projects Fund	1,693.69	0.00	1,693.69	92*0336519	92*0336519
55579	Capital Outlay Projects Fund	11,836.00	0.00	11,836.00	92*0336688	92*0336689
55580	Capital Outlay Projects Fund	57,058.00	0.00	57,058.00	92*0336690	92*0336691
55597	Capital Outlay Projects Fund	20,205.16	0.00	20,205.16	92*0336799	92*0336800
55598	Capital Outlay Projects Fund	172,562.94	0.00	172,562.94	92*0336801	92*0336801
55610	Capital Outlay Projects Fund	21,491.40	0.00	21,491.40	92*0336848	92*0336848
55633	Capital Outlay Projects Fund	7,505.25	0.00	7,505.25	92*0336968	92*0336969
55658	Capital Outlay Projects Fund	454.41	0.00	454.41	92*0337093	92*0337094
<b>Total Fund 41 Capital Outlay Projects Fu</b>		<b><u><u>\$637,697.92</u></u></b>	<b><u><u>\$0.00</u></u></b>	<b><u><u>\$637,697.92</u></u></b>		

Check Registers Submitted for Approval  
 Checks Written for Period 12/01/12 thru 01/04/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55453	Bond Fund, Measure E	71,704.04	0.00	71,704.04	92*0335247	92*0335254
55462	Bond Fund, Measure E	11,689.79	0.00	11,689.79	92*0335286	92*0335287
55463	Bond Fund, Measure E	631,633.20	0.00	631,633.20	92*0335288	92*0335291
55464	Bond Fund, Measure E	209,997.95	0.00	209,997.95	92*0335292	92*0335294
55476	Bond Fund, Measure E	1,165.48	0.00	1,165.48	92*0335364	92*0335365
55497	Bond Fund, Measure E	49,320.67	0.00	49,320.67	92*0336038	92*0336044
55498	Bond Fund, Measure E	36,191.46	0.00	36,191.46	92*0336045	92*0336047
55518	Bond Fund, Measure E	73,822.50	0.00	73,822.50	92*0336186	92*0336190
55539	Bond Fund, Measure E	80,000.00	0.00	80,000.00	92*0336307	92*0336307
55575	Bond Fund, Measure E	2,574.00	0.00	2,574.00	92*0336677	92*0336677
55576	Bond Fund, Measure E	12,215.70	0.00	12,215.70	92*0336678	92*0336681
55577	Bond Fund, Measure E	149,824.67	0.00	149,824.67	92*0336682	92*0336684
55578	Bond Fund, Measure E	73,362.29	0.00	73,362.29	92*0336685	92*0336687
55591	Bond Fund, Measure E	21,752.97	0.00	21,752.97	92*0336771	92*0336773
55592	Bond Fund, Measure E	169,904.89	0.00	169,904.89	92*0336774	92*0336778
55593	Bond Fund, Measure E	32,939.63	0.00	32,939.63	92*0336779	92*0336784
55594	Bond Fund, Measure E	42,325.18	0.00	42,325.18	92*0336785	92*0336788
55595	Bond Fund, Measure E	37,978.00	0.00	37,978.00	92*0336789	92*0336792
55596	Bond Fund, Measure E	252,338.45	0.00	252,338.45	92*0336793	92*0336798
55608	Bond Fund, Measure E	81,165.01	0.00	81,165.01	92*0336844	92*0336846
55623	Bond Fund, Measure E	19,430.82	0.00	19,430.82	92*0336925	92*0336927
55632	Bond Fund, Measure E	15,514.75	0.00	15,514.75	92*0336967	92*0336967
55644	Bond Fund, Measure E	15,167.94	0.00	15,167.94	92*0337031	92*0337033
55657	Bond Fund, Measure E	2,547.11	0.00	2,547.11	92*0337089	92*0337092
<b>Total Fund 42 Bond Fund, Measure E</b>		<b><u>\$2,094,566.50</u></b>	<b><u>\$0.00</u></b>	<b><u>\$2,094,566.50</u></b>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55478	Property and Liability Fund	15,982.20	0.00	15,982.20	92*0335370	92*0335372
55532	Property and Liability Fund	5,359.25	0.00	5,359.25	92*0336271	92*0336271
55556	Property and Liability Fund	2,061.08	0.00	2,061.08	92*0336520	92*0336521
55599	Property and Liability Fund	7,250.00	0.00	7,250.00	92*0336802	92*0336802
55624	Property and Liability Fund	608.58	0.00	608.58	92*0336928	92*0336928
<b>Total Fund 61 Property and Liability Fund</b>		<u><u>\$31,261.11</u></u>	<u><u>\$0.00</u></u>	<u><u>\$31,261.11</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
55500	Workers' Compensation Fund	628.55	0.00	628.55	92*0336051	92*0336051
55557	Workers' Compensation Fund	499,272.00	0.00	499,272.00	92*0336522	92*0336522
55625	Workers' Compensation Fund	399.90	0.00	399.90	92*0336929	92*0336929
55643	Workers' Compensation Fund	40.23	0.00	40.23	92*0337030	92*0337030
55656	Workers' Compensation Fund	93.25	0.00	93.25	92*0337088	92*0337088
<b>Total Fund 62 Workers' Compensation Fu</b>		<b><u>\$500,433.93</u></b>	<b><u>\$0.00</u></b>	<b><u>\$500,433.93</u></b>		

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55466	Student Financial Aid Fund	300.00	0.00	300.00	92*0335296	92*0335296
<b>Total Fund 74 Student Financial Aid Fund</b>		<u><u>\$300.00</u></u>	<u><u>\$0.00</u></u>	<u><u>\$300.00</u></u>		

**SUMMARY**

Total Fund 11 General Fund Unrestricted	3,752,528.51
Total Fund 12 General Fund Restricted	382,477.07
Total Fund 13 GF Unrestricted One-Time Fund	486,640.51
Total Fund 33 Child Development Fund	98,129.31
Total Fund 41 Capital Outlay Projects Fund	637,697.92
Total Fund 42 Bond Fund, Measure E	2,094,566.50
Total Fund 61 Property and Liability Fund	31,261.11
Total Fund 62 Workers' Compensation Fund	500,433.93
Total Fund 74 Student Financial Aid Fund	300.00
Grand Total:	<u><u>\$7,984,034.86</u></u>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 11/01/2012 To 11/30/2012  
Board Meeting on 01/14/2013**

**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.

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 11: General Fund Unrestricted</u></b>		
4000 SUPPLIES & MATERIALS	1,503	
5000 OTHER OPERATING EXP & SERVICES		9,173
6000 CAPITAL OUTLAY	7,670	
<b>Total Transfer Fund 11</b>	<b>\$9,173</b>	<b>\$9,173</b>
<b><u>Fund 12: General Fund Restricted</u></b>		
1000 ACADEMIC SALARIES		7,467
2000 CLASSIFIED SALARIES	5,755	
3000 EMPLOYEE BENEFITS		2,327
4000 SUPPLIES & MATERIALS	5,670	
5000 OTHER OPERATING EXP & SERVICES	1,742	
6000 CAPITAL OUTLAY	14,627	
7000 OTHER OUTGO		18,000
<b>Total Transfer Fund 12</b>	<b>\$27,794</b>	<b>\$27,794</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
5000 OTHER OPERATING EXP & SERVICES		29,950
6000 CAPITAL OUTLAY		50
7900 RESERVE FOR CONTINGENCIES	30,000	
<b>Total Transfer Fund 13</b>	<b>\$30,000</b>	<b>\$30,000</b>
<b><u>Fund 33: Child Development Fund</u></b>		
1000 ACADEMIC SALARIES		387
2000 CLASSIFIED SALARIES	491	
4000 SUPPLIES & MATERIALS		2,225
5000 OTHER OPERATING EXP & SERVICES	6,521	
6000 CAPITAL OUTLAY		4,400
<b>Total Transfer Fund 33</b>	<b>\$7,012</b>	<b>\$7,012</b>
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
5000 OTHER OPERATING EXP & SERVICES		36,375
6000 CAPITAL OUTLAY	36,375	
<b>Total Transfer Fund 41</b>	<b>\$36,375</b>	<b>\$36,375</b>
<b><u>Fund 42: Bond Fund, Measure E</u></b>		
6000 CAPITAL OUTLAY		350,000
7900 RESERVE FOR CONTINGENCIES	350,000	
<b>Total Transfer Fund 42</b>	<b>\$350,000</b>	<b>\$350,000</b>
<b><u>Fund 62: Workers' Compensation Fund</u></b>		
2000 CLASSIFIED SALARIES		8,441
3000 EMPLOYEE BENEFITS		1,257
7900 RESERVE FOR CONTINGENCIES	9,698	
<b>Total Transfer Fund 62</b>	<b>\$9,698</b>	<b>\$9,698</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT  
From 11/01/2012 To 11/30/2012  
Board Meeting on 01/14/2013**

<b>BUDGET TRANSFERS</b>		<b>From</b>	<b>To</b>
<b><u>Fund 76: Community Education Fund</u></b>			
2000	CLASSIFIED SALARIES		844
3000	EMPLOYEE BENEFITS	2,157	
7900	RESERVE FOR CONTINGENCIES		1,313
<b>Total Transfer Fund 76</b>		<b>\$2,157</b>	<b>\$2,157</b>
 <b>BUDGET INCREASES AND DECREASES</b>		 <b>Revenue</b>	 <b>Appropriation</b>
<b><u>Fund 12: General Fund Restricted</u></b>			
8100	FEDERAL REVENUES	164,454	
8600	STATE REVENUES	1,363,775	
8800	LOCAL REVENUES	20,500	
1000	ACADEMIC SALARIES		291,252
2000	CLASSIFIED SALARIES		178,040
3000	EMPLOYEE BENEFITS		70,728
4000	SUPPLIES & MATERIALS		9,832
5000	OTHER OPERATING EXP & SERVICES		860,777
6000	CAPITAL OUTLAY		138,100
<b>Total Transfer Fund 12</b>		<b>\$1,548,729</b>	<b>\$1,548,729</b>
 <b><u>Fund 74: Student Financial Aid Fund</u></b>			
8100	FEDERAL REVENUES	4,434	
7000	OTHER OUTGO		4,434
<b>Total Transfer Fund 74</b>		<b>\$4,434</b>	<b>\$4,434</b>

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.

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT- ATTACHMENT  
From 11/01/2012 To 11/30/2012  
Board Meeting on 01/14/2013**

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.

<b>BUDGET TRANSFERS</b>	<b>From</b>	<b>To</b>
<b><u>Fund 13: GF Unrestricted One-Time Funds</u></b>		
<b>B010667</b> <b>11/06/12</b>		
5000      OTHER OPERATING EXP & SERVICES		30,000
7900      RESERVE FOR CONTINGENCIES	30,000	30,000
<b>Total Reference B010667</b>	<b>\$30,000</b>	<b>\$30,000</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Chancellor's Office unrestr contingency to contract svcs		
<b><u>Fund 41: Capital Outlay Projects Fund</u></b>		
<b>B010652</b> <b>11/02/12</b>		
5000      OTHER OPERATING EXP & SERVICES		29,563
6000      CAPITAL OUTLAY	29,563	29,563
<b>Total Reference B010652</b>	<b>\$29,563</b>	<b>\$29,563</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> Cover video surveillance and wireless projects		
<b><u>Fund 42: Bond Fund, Measure E</u></b>		
<b>B010760</b> <b>11/27/12</b>		
6000      CAPITAL OUTLAY		350,000
7900      RESERVE FOR CONTINGENCIES	350,000	350,000
<b>Total Reference B010760</b>	<b>\$350,000</b>	<b>\$350,000</b>
<b>Reason:</b> Special Project Adjustment		
<b>Description:</b> SP3022 SCC Humanities Bldg furnitures/fixtures/equipment		
<b><u>Fund 62: Workers' Compensation Fund</u></b>		
<b>B010645</b> <b>11/01/12</b>		
2000      CLASSIFIED SALARIES		8,441
3000      EMPLOYEE BENEFITS		1,257
7900      RESERVE FOR CONTINGENCIES	9,698	9,698
<b>Total Reference B010645</b>	<b>\$9,698</b>	<b>\$9,698</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Adj sal/FB Don Maus and Diane Hill		
<b><u>Fund 76: Community Education Fund</u></b>		
<b>B010643</b> <b>11/01/12</b>		
2000      CLASSIFIED SALARIES	1,469	
3000      EMPLOYEE BENEFITS	1,742	
7900      RESERVE FOR CONTINGENCIES		3,211
<b>Total Reference B010643</b>	<b>\$3,211</b>	<b>\$3,211</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Adj Sal/FB for T Hawn, L Williams, B Hohnstein		
<b>B010644</b> <b>11/01/12</b>		
2000      CLASSIFIED SALARIES		2,313
3000      EMPLOYEE BENEFITS	415	
7900      RESERVE FOR CONTINGENCIES	1,898	2,313
<b>Total Reference B010644</b>	<b>\$2,313</b>	<b>\$2,313</b>
<b>Reason:</b> Adjustment		
<b>Description:</b> Adj Sal/FB T Hawn, L Williams, B Hohnstein, D Siloti		

**BUDGET INCREASES AND DECREASES** **Revenue      Appropriation**

**Fund 12: General Fund Restricted**

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT- ATTACHMENT  
From 11/01/2012 To 11/30/2012  
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<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B010661</b>	<b>11/06/12</b>		
8100	FEDERAL REVENUES	28,896	
2000	CLASSIFIED SALARIES		28,896
<b>Total Reference B010661</b>		<b>\$28,896</b>	<b>\$28,896</b>
<b>Reason:</b> Carry Over Budget			
<b>Description:</b> COB#1401 Federal Work Study SAC incr alloc by SAC in FISAP			
<b>B010701</b>	<b>11/15/12</b>		
8600	STATE REVENUES	50,000	
5000	OTHER OPERATING EXP & SERVICES		50,000
<b>Total Reference B010701</b>		<b>\$50,000</b>	<b>\$50,000</b>
<b>Reason:</b> New Budget			
<b>Description:</b> NEWB#1244 CITD STEP II Funded			
<b>B010716</b>	<b>11/20/12</b>		
8600	STATE REVENUES	67,381	
5000	OTHER OPERATING EXP & SERVICES		67,381
<b>Total Reference B010716</b>		<b>\$67,381</b>	<b>\$67,381</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> SP2082-2088 SAC BSI (credit) BOT 11/13/12			
<b>B010718</b>	<b>11/20/12</b>		
8600	STATE REVENUES	102,972	
5000	OTHER OPERATING EXP & SERVICES		102,972
<b>Total Reference B010718</b>		<b>\$102,972</b>	<b>\$102,972</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> SP2082-2088 SAC BSI (credit) BOT 11/13/12			
<b>B010719</b>	<b>11/20/12</b>		
8600	STATE REVENUES	62,215	
5000	OTHER OPERATING EXP & SERVICES		62,215
<b>Total Reference B010719</b>		<b>\$62,215</b>	<b>\$62,215</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> SP2082-2088 SAC BSI (non-crtd) BOT 11/13/12			
<b>B010721</b>	<b>11/20/12</b>		
8600	STATE REVENUES	76,414	
5000	OTHER OPERATING EXP & SERVICES		76,414
<b>Total Reference B010721</b>		<b>\$76,414</b>	<b>\$76,414</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> SP2082-2088 SAC BSI (non-crtd) BOT 11/13/12			
<b>B010722</b>	<b>11/20/12</b>		
8600	STATE REVENUES	47,056	
5000	OTHER OPERATING EXP & SERVICES		47,056
<b>Total Reference B010722</b>		<b>\$47,056</b>	<b>\$47,056</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> SP2082-2088 SAC BSI (non-crtd) BOT 11/13/12			
<b>B010723</b>	<b>11/20/12</b>		
8600	STATE REVENUES	38,072	
5000	OTHER OPERATING EXP & SERVICES		38,072
<b>Total Reference B010723</b>		<b>\$38,072</b>	<b>\$38,072</b>
<b>Reason:</b> Special Project Adjustment			
<b>Description:</b> SP2082-2088 SAC BSI (non-crtd) BOT 11/13/12			

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
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<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B010725</b>	<b>11/20/12</b>		
8600	STATE REVENUES	49,655	
5000	OTHER OPERATING EXP & SERVICES		49,655
<b>Total Reference B010725</b>		<b>\$49,655</b>	<b>\$49,655</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP2082-2088 SAC BSI (non-crtd) BOT 11/13/12		
<b>B010726</b>	<b>11/20/12</b>		
8600	STATE REVENUES	109,758	
5000	OTHER OPERATING EXP & SERVICES		109,758
<b>Total Reference B010726</b>		<b>\$109,758</b>	<b>\$109,758</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP2082-2088 SCC BSI BOT 11/13/12		
<b>B010729</b>	<b>11/20/12</b>		
8600	STATE REVENUES	46,000	
5000	OTHER OPERATING EXP & SERVICES		46,000
<b>Total Reference B010729</b>		<b>\$46,000</b>	<b>\$46,000</b>
<b>Reason:</b>	Special Project Adjustment		
<b>Description:</b>	SP2082-2088 SCC BSI BOT 11/13/12		
<b>B010735</b>	<b>11/21/12</b>		
8600	STATE REVENUES	95,288	
1000	ACADEMIC SALARIES		35,546
3000	EMPLOYEE BENEFITS		5,042
6000	CAPITAL OUTLAY		54,700
<b>Total Reference B010735</b>		<b>\$95,288</b>	<b>\$95,288</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB#2208 Career Tech Ed (CTE) Comm Collab VI SAC/SCC/DO		
<b>B010736</b>	<b>11/21/12</b>		
8600	STATE REVENUES	210,155	
1000	ACADEMIC SALARIES		143,000
2000	CLASSIFIED SALARIES		34,675
3000	EMPLOYEE BENEFITS		28,480
4000	SUPPLIES & MATERIALS		3,200
5000	OTHER OPERATING EXP & SERVICES		800
<b>Total Reference B010736</b>		<b>\$210,155</b>	<b>\$210,155</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB#2208 Career Tech Ed (CTE) Comm Collab VI SAC/SCC/DO		
<b>B010737</b>	<b>11/21/12</b>		
8600	STATE REVENUES	105,907	
1000	ACADEMIC SALARIES		8,720
2000	CLASSIFIED SALARIES		32,055
3000	EMPLOYEE BENEFITS		18,981
4000	SUPPLIES & MATERIALS		1,300
5000	OTHER OPERATING EXP & SERVICES		15,821
6000	CAPITAL OUTLAY		29,030
<b>Total Reference B010737</b>		<b>\$105,907</b>	<b>\$105,907</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB#2208 Career Tech Ed (CTE) Comm Collab VI SAC/SCC/DO		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BUDGET BOARD REPORT- ATTACHMENT  
From 11/01/2012 To 11/30/2012  
Board Meeting on 01/14/2013**

<b>BUDGET INCREASES AND DECREASES</b>		<b>Revenue</b>	<b>Appropriation</b>
<b>B010738</b>	<b>11/21/12</b>		
8600	STATE REVENUES	90,037	
1000	ACADEMIC SALARIES		20,988
3000	EMPLOYEE BENEFITS		2,979
5000	OTHER OPERATING EXP & SERVICES		14,000
6000	CAPITAL OUTLAY		52,070
<b>Total Reference B010738</b>		<b>\$90,037</b>	<b>\$90,037</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB#2209 CTE Workforce Innovation Prtnrshp V (funded)		
<b>B010739</b>	<b>11/21/12</b>		
8600	STATE REVENUES	128,713	
1000	ACADEMIC SALARIES		10,000
2000	CLASSIFIED SALARIES		16,547
3000	EMPLOYEE BENEFITS		2,618
4000	SUPPLIES & MATERIALS		1,000
5000	OTHER OPERATING EXP & SERVICES		96,248
6000	CAPITAL OUTLAY		2,300
<b>Total Reference B010739</b>		<b>\$128,713</b>	<b>\$128,713</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB#2209 CTE Workforce Innovation Prtnrshp V (funded)		
<b>B010764</b>	<b>11/28/12</b>		
8100	FEDERAL REVENUES	120,699	
1000	ACADEMIC SALARIES		63,163
2000	CLASSIFIED SALARIES		43,008
3000	EMPLOYEE BENEFITS		12,628
4000	SUPPLIES & MATERIALS		1,500
5000	OTHER OPERATING EXP & SERVICES		400
<b>Total Reference B010764</b>		<b>\$120,699</b>	<b>\$120,699</b>
<b>Reason:</b>	New Budget		
<b>Description:</b>	NEWB#1686 Title III HSI-STEM2 yr2 BOT approved 9/24/12		

**RECOMMENDATION**

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
BOARD REPORT / INTRAFUND TRANSFERS  
From 11/01/2012 To 11/30/2012  
Board Meeting on 01/14/2013**

**BACKGROUND**

Intrafund transfers are the transfers of monies within a fund of the district.

**ANALYSIS**

This listing provides details on each intrafund transfer for the period and funds indicated.

<b><u>Date</u></b>	<b><u>JE#</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
11/01/12	J021950	Write off prior year accrual salary & fringe benefits Differences in accruals vs. actuals - CalWORKs	59.93

**RECOMMENDATION**

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

**Printed:** 12/17/2012 08:26:19AM

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

To:	Board of Trustees	Date:	January 14, 2013
Re:	Approval of Classroom Lease – 2000 Chapman Inc.		
Action:	Request for Ratification		

**BACKGROUND**

ESL classes previously offered at the Orange Education Center are being temporarily relocated to a leased off-site location. A suitable location was found at 1937 W. Chapman Avenue in the City of Orange. The owner of this property is 2000 Chapman Inc.

**ANALYSIS**

Due to a short timeline to relocate classes for the start of the new semester, a three year lease of the 1937 W. Chapman Avenue, Suite 200 property was negotiated and signed on December 19, 2012. Approximately 8,330 square feet of classroom and office space is provided by the lease. This will provide space for eight classrooms ranging in size from 28 students per room to 40 students per room.

The term of the lease is for three years (February 1, 2013 through January 31, 2016) at \$1.25 per square foot for the first year of the lease and it increases by three percent the second and approximately three percent the third year. Fifty parking spaces on the premises are provided with the lease with additional parking available to the east of the premises at the old Adrays store location. Per the property owner's request, electrical utility costs will be separately metered; the district is responsible for the monthly electricity costs in addition to the monthly lease. Attached is a copy of the signed lease agreement.

**RECOMMENDATION**

It is recommended that the Board of Trustees ratify the negotiated three year lease of classroom space with 2000 Chapman Inc. for the period of February 1, 2013 through January 31, 2016 as presented.

Fiscal Impact:	\$10,412.50 per month base rent	Board Date:	January 14, 2013
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		



**AIR COMMERCIAL REAL ESTATE ASSOCIATION  
STANDARD INDUSTRIAL/COMMERCIAL  
MULTI-TENANT LEASE - GROSS**

**1. Basic Provisions ("Basic Provisions").**

1.1 Parties: This Lease ("Lease"), dated for reference purposes only December 18, 2012, is made by and between 2000 Chapman Inc. ("Lessor") and Rancho Santiago Community College District

1.2(a) Premises: That certain portion of the Project (as defined below), including all improvements therein or to be provided by Lessor under the terms of this Lease, commonly known by the street address of 1937 W. Chapman Avenue, Suite 200, located in the City of Orange, County of Orange, State of California, with zip code 92868, as outlined on Exhibit A attached hereto ("Premises") and generally described as (describe briefly the nature of the Premises): Approximately 8,330 rentable square feet as part of the second floor space

in addition to Lessee's rights to use and occupy the Premises as hereinafter specified, Lessee shall have non-exclusive rights to any utility raceways of the building containing the Premises ("Building") and to the Common Areas (as defined in Paragraph 2.7 below), but shall not have any rights to the roof, or exterior walls of the Building or to any other buildings in the Project. The Premises, the Building, the Common Areas, the land upon which they are located, along with all other buildings and improvements thereon, are herein collectively referred to as the "Project." (See also Paragraph 2)

1.2(b) Parking: 50 unreserved vehicle parking spaces. (See also Paragraph 2.6)

1.3 Term: 3 years and 0 months ("Original Term") commencing February 1, 2013 ("Commencement Date") and ending January 31, 2016 ("Expiration Date"). (See also Paragraph 3)

1.4 Early Possession: If the Premises are available Lessee may have non-exclusive possession of the Premises commencing January 15, 2013 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 Base Rent: \$ \_\_\_\_\_ per month ("Base Rent"), payable on the first day of each month commencing February 2013. (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph 1.8 Lessee's Share of Common Area Operating Expenses: zero percent (0%) ("Lessee's Share").

In the event that the size of the Premises and/or the Project are modified during the term of this Lease, Lessor shall recalculate Lessee's Share to reflect such modification.

1.7 Base Rent and Other Monies Paid Upon Execution:

- (a) Base Rent: \$ 10,412.50 for the period March 2013
- (b) Common Area Operating Expenses: \$ 0 for the period N/A
- (c) Security Deposit: \$ 11,078.90 ("Security Deposit"). (See also Paragraph 5)
- (d) Other: \$ 0 for N/A
- (e) Total Due Upon Execution of this Lease: \$ 21,491.40

1.8 Agreed Use: Office and classroom space

(See also Paragraph 6)

1.9 Insuring Party. Lessor is the "Insuring Party". (See also Paragraph 8)

1.10 Real Estate Brokers: (See also Paragraph 15 and 25)

(a) Representation: The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

Lee & Associates Commercial Real Estate Services, Inc.-Orange (Phil Fridd/Jim Hawkins) represents Lessor exclusively ("Lessor's Broker");

First Team Real Estate (Terry Grant) represents Lessee exclusively ("Lessee's Broker"); or  \_\_\_\_\_ represents both Lessor and Lessee ("Dual Agency").

(b) Payment to Brokers: Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in the attached separate written agreement or if no such agreement is attached, the sum of separate agreement or \_\_\_\_\_ % of the total Base Rent payable for the Original Term, the sum of \_\_\_\_\_ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of \_\_\_\_\_ or \_\_\_\_\_ % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

1.11 Guarantor. The obligations of the Lessee under this Lease are to be guaranteed by Lessee ("Guarantor"). (See also Paragraph 37)

1.12 Attachments. Attached hereto are the following, all of which constitute a part of this Lease:

- an Addendum consisting of Paragraphs 50 through 54 ;
- a site plan depicting the Premises;
- a site plan depicting the Project;
- a current set of the Rules and Regulations for the Project;
- a current set of the Rules and Regulations adopted by the owners' association;
- a Work Letter;
- other (specify): Confidentiality: All terms and conditions contained in this Lease shall be held in strict confidence by all parties connected to this Lease

2. Premises.

2.1 Letting. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. NOTE: Lessee is advised to verify the actual size prior to executing this Lease.

2.2 Condition. Lessor shall deliver that portion of the Premises contained within the Building ("Unit") to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Unit, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of the Unit shall be free of material defects, and that the Unit does not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with such warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 8 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Unit. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense (except for the repairs to the fire sprinkler systems, roof, foundations, and/or bearing walls - see Paragraph 7).

2.3 Compliance. Lessor warrants that to the best of its knowledge the improvements on the Premises and the Common Areas comply with the building codes that were in effect at the time that each such improvement, or portion thereof, was constructed, and also with all applicable laws, covenants or restrictions of record, regulations, and ordinances in effect on the Start Date ("Applicable Requirements"). Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 49), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 8 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Unit, Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however, that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 8 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and the amount equal to 8 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not have any right to terminate this Lease.

2.4 Acknowledgements. Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations,

promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective work.

2.6 **Vehicle Parking.** Lessee shall be entitled to use the number of Parking Spaces specified in Paragraph 1.2(b) on those portions of the Common Areas designated from time to time by Lessor for parking. Lessee shall not use more parking spaces than said number. Said parking spaces shall be used for parking by vehicles no larger than full-size passenger automobiles or pick-up trucks, herein called "Permitted Size Vehicles." Lessor may regulate the loading and unloading of vehicles by adopting Rules and Regulations as provided in Paragraph 2.9. No vehicles other than Permitted Size Vehicles may be parked in the Common Area without the prior written permission of Lessor. In addition:

- (a) Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, contractors or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
- (b) Lessee shall not service or store any vehicles in the Common Areas.
- (c) If Lessee permits or allows any of the prohibited activities described in this Paragraph 2.6, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove or tow away the vehicle involved and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.7 **Common Areas - Definition.** The term "Common Areas" is defined as all areas and facilities outside the Premises and within the exterior boundary line of the Project and interior utility raceways and installations within the Unit that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and other tenants of the Project and their respective employees, suppliers, shippers, customers, contractors and invitees, including parking areas, loading and unloading areas, trash areas, roadways, walkways, driveways and landscaped areas.

2.8 **Common Areas - Lessee's Rights.** Lessor grants to Lessee, for the benefit of Lessee and its employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Lessor under the terms hereof or under the terms of any rules and regulations or restrictions governing the use of the Project. Under no circumstances shall the right herein granted to use the Common Areas be deemed to include the right to store any property, temporarily or permanently, in the Common Areas. Any such storage shall be permitted only by the prior written consent of Lessor or Lessor's designated agent, which consent may be revoked at any time. In the event that any unauthorized storage shall occur, then Lessor shall have the right, without notice, in addition to such other rights and remedies that it may have, to remove the property and charge the cost to Lessee, which cost shall be immediately payable upon demand by Lessor.

2.9 **Common Areas - Rules and Regulations.** Lessor or such other person(s) as Lessor may appoint shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the grounds, the parking and unloading of vehicles and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and the Project and their invitees. Lessee agrees to abide by and conform to all such Rules and Regulations, and shall use its best efforts to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the non-compliance with said Rules and Regulations by other tenants of the Project.

2.10 **Common Areas - Changes.** Lessor shall have the right, in Lessor's sole discretion, from time to time:

- (a) To make changes to the Common Areas, including, without limitation, changes in the location, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways and utility raceways;
- (b) To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Premises remains available;
- (c) To designate other land outside the boundaries of the Project to be a part of the Common Areas;
- (d) To add additional buildings and improvements to the Common Areas;
- (e) To use the Common Areas while engaged in making additional improvements, repairs or alterations to the Project, or any portion thereof; and
- (f) To do and perform such other acts and make such other changes in, to or with respect to the Common Areas and Project as Lessor may, in the exercise of sound business judgment, deem to be appropriate.

3. **Term.**

3.1 **Term.** The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 **Early Possession.** Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Lessee's Share of Common Area Operating Expenses, Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 **Delay in Possession.** Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease or change the Expiration Date. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, as the same may be extended under the terms of any Work Letter executed by Parties, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 **Lessee Compliance.** Lessor shall not be required to tender possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. **Rent.**

\_\_\_\_\_  
INITIALS

  
\_\_\_\_\_  
INITIALS

4.1. **Rent Defined.** All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 **Common Area Operating Expenses.** Lessee shall pay to Lessor during the term hereof, in addition to the Base Rent, Lessee's Share (as specified in Paragraph 1.6) of all Common Area Operating Expenses, as hereinafter defined, during each calendar year of the term of this Lease, in accordance with the following provisions:

(a) The following costs relating to the ownership and operation of the Project are defined as "Common Area Operating Expenses": -  
(i) Costs relating to the operation, repair and maintenance, in neat, clean, good order and condition, but not the replacement (see subparagraph (a)), of the following:

(aa) The Common Areas and Common Area Improvements, including parking areas, loading and unloading areas, trash areas, roadways, parkways, walkways, driveways, landscaped areas, bumpers, irrigation systems, Common Area lighting facilities, fences and gates, elevators, roofs, exterior walls of the buildings, building systems and roof drainage systems.

(bb) Exterior signs and any tenant directories.

(cc) Any fire sprinkler systems.

(dd) All other areas and improvements that are within the exterior boundaries of the Project but outside of the Premises and/or any other space occupied by a tenant.

(ii) The cost of water, gas, electricity and telephone to service the Common Areas and any utilities not separately metered.

(iii) The cost of trash disposal, pest control services, property management, security services, owner's association dues and fees, the cost to repaint the exterior of any structures and the cost of any environmental inspections.

(iv) Reserves set aside for maintenance and repair of Common Areas and Common Area equipment.

(v) Any increase above the Base Real Property Taxes (as defined in Paragraph 8).

(vi) Any "Insurance Cost Increase" (as defined in Paragraph 8).

(vii) Any deductible portion of an insured loss concerning the Building or the Common Areas.

(viii) Auditors', accountants' and attorneys' fees and costs related to the operation, maintenance, repair and replacement of the Project.

(ix) The cost of any capital improvement to the Building or the Project not covered under the provisions of Paragraph 2.3 provided; however, that Lessor shall allocate the cost of any such capital improvement over a 12 year period and Lessee shall not be required to pay more than Lessee's Share of 1/144th of the cost of such capital improvement in any given month.

(x) The cost of any other services to be provided by Lessor that are stated elsewhere in this Lease to be a Common Area Operating Expense.

(b) Any Common Area Operating Expenses and Real Property Taxes that are specifically attributable to the Unit, the Building or to any other building in the Project or to the operation, repair and maintenance thereof, shall be allocated entirely to such Unit, Building, or other building. However, any Common Area Operating Expenses and Real Property Taxes that are not specifically attributable to the Building or to any other building or to the operation, repair and maintenance thereof, shall be equitably allocated by Lessor to all buildings in the Project.

(c) The inclusion of the improvements, facilities and services set forth in Subparagraph 4.2(a) shall not be deemed to impose an obligation upon Lessor to either have said improvements or facilities or to provide those services unless the Project already has the same, Lessor already provides the services, or Lessor has agreed elsewhere in this Lease to provide the same or some of them.

(d) Lessee's Share of Common Area Operating Expenses is payable monthly on the same day as the Base Rent is due hereunder. The amount of such payments shall be based on Lessor's estimate of the annual Common Area Operating Expenses. Within 60 days after written request (but not more than once each year) Lessor shall deliver to Lessee a reasonably detailed statement showing Lessee's Share of the actual Common Area Operating Expenses for the preceding year. If Lessee's payments during such year exceed Lessee's Share, Lessor shall credit the amount of such over payment against Lessee's future payments. If Lessee's payments during such year were less than Lessee's Share, Lessee shall pay to Lessor the amount of the deficiency within 10 days after delivery by Lessor to Lessee of the statement.

(e) Common Area Operating Expenses shall not include the cost of replacing equipment or capital components such as the roof, foundations, exterior walls or Common Area capital improvements, such as the parking lot paving, elevators, fences that have a useful life for accounting purposes of 5 years or more.

(f) Common Area Operating Expenses shall not include any expense paid by any tenant directly to third parties, or as to which Lessor is otherwise reimbursed by any third party, other tenant, or insurance proceeds.

4.3 **Payment.** Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any statement or invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent and Common Area Operating Expenses, and any remaining amount to any other outstanding charges or costs.

5. **Security Deposit.** Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or

applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the Building or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Project. If Lessor elects to withhold consent, Lessor shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) Duty to Inform Lessor. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) Lessee Remediation. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) Lessee Indemnification. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) Lessor Indemnification. Except as otherwise provided in paragraph 6.7, Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which suffered as a direct result of Hazardous Substances on the Premises prior to Lessee taking possession or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) Investigations and Remediations. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee taking possession, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(e) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) Lessor Termination Option. If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

**6.3 Lessee's Compliance with Applicable Requirements.** Except as otherwise provided in this Lease, Lessee shall, at Lessee's sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to such Requirements, without regard to whether said Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

**6.4 Inspection; Compliance.** Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see Paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of written request therefor.

**7. Maintenance; Repairs; Utility Installations; Trade Fixtures and Alterations.**

**7.1 Lessee's Obligations.**

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fixtures, interior walls, interior surfaces of exterior walls, ceilings, floors, windows, doors, plate glass, and skylights but excluding any items which are the responsibility of Lessor pursuant to Paragraph 7.2. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler and pressure vessels, and (iii) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance but may prepay its obligation at any time.

**7.2 Lessor's Obligations.** Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 4.2 (Common Area Operating Expenses), 8 (Use), 7.1 (Lessee's Obligations), 9 (Damage or Destruction) and 14 (Condemnation), Lessor, subject to reimbursement pursuant to Paragraph 4.2, shall keep in good order, condition and repair the foundations, exterior walls, structural condition of interior bearing walls, exterior roof, fire sprinkler system, Common Area fire alarm and/or smoke detection systems, fire hydrants, parking lots, walkways, parkways, driveways, landscaping, fences, signs and utility systems serving the Common Areas and all parts thereof, as well as providing the services for which there is a Common Area Operating Expense pursuant to Paragraph 4.2. Lessor shall not be obligated to paint the exterior or interior surfaces of exterior walls nor shall Lessor be obligated to maintain, repair or replace windows, doors or plate glass of the Premises. Lessee expressly waives the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

**7.3 Utility Installations; Trade Fixtures; Alterations.**

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not exceed a sum equal to 3 month's Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an

amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

**7.4 Ownership; Removal; Surrender; and Restoration.**

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris, and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall also completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

**8. Insurance; Indemnity.**

**8.1 Payment of Premium Increases.**

(a) As used herein, the term "Insurance Cost Increase" is defined as any increase in the actual cost of the insurance applicable to the Building and/or the Project and required to be carried by Lessor, pursuant to Paragraphs 8.2(b), 8.3(a) and 8.3(b), over and above the Base Premium, as hereinafter defined, calculated on an annual basis. Insurance Cost Increase shall include, but not be limited to, requirements of the holder of a mortgage or deed of trust covering the Premises, Building and/or Project, increased valuation of the Premises, Building and/or Project, and/or a general premium rate increase. The term Insurance Cost Increase shall not, however, include any premium increases resulting from the nature of the occupancy of any other tenant of the Building. The "Base Premium" shall be the annual premium applicable to the 12 month period immediately preceding the Start Date. If, however, the Project was not insured for the entirety of such 12 month period, then the Base Premium shall be the lowest annual premium reasonably obtainable for the Required Insurance as of the Start Date, assuming the most nominal use possible of the Building. In no event, however, shall Lessee be responsible for any portion of the premium cost attributable to liability insurance coverage in excess of \$2,000,000 procured under Paragraph 8.2(b).

(b) Lessee shall pay any Insurance Cost Increase to Lessor pursuant to Paragraph 4.2. Premiums for policy periods commencing prior to, or extending beyond, the term of this Lease shall be prorated to coincide with the corresponding Start Date or Expiration Date.

**8.2 Liability Insurance.**

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

**8.3 Property Insurance - Building, Improvements and Rental Value.**

(a) **Building and Improvements.** Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-lessee, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence.

(b) **Rental Value.** Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor

and any Lender, insuring the loss of the full Rent for one year with an extended period of Indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

(c) **Adjacent Premises.** Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(d) **Lessee's Improvements.** Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

**8.4 Lessee's Property; Business Interruption Insurance; Worker's Compensation Insurance.**

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation insurance in such amount as may be required by Applicable Requirements. Such policy shall include a "Waiver of Subrogation" endorsement. Lessee shall provide Lessor with a copy of such endorsement along with the certificate of insurance or copy of the policy required by paragraph 8.5.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

**8.5 Insurance Policies.** Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender.

Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

**8.6 Waiver of Subrogation.** Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein.

The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

**8.7 Indemnity.** Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee.

If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

**8.8 Exemption of Lessor and Its Agents from Liability.** Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the Building, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom.

Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

**8.9 Failure to Provide Insurance.** Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to maintain the insurance specified in this Lease.

**9. Damage or Destruction.**

**9.1 Definitions.**

(a) "**Premises Partial Damage**" shall mean damage or destruction to the Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 3 months or less from the date of the damage or destruction, and the cost thereof does not exceed a sum equal to 6 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) "**Premises Total Destruction**" shall mean damage or destruction to the Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 3 months or less from the date of the damage or destruction and/or the cost thereof exceeds a sum equal to 8 month's Base Rent. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "**Insured Loss**" shall mean damage or destruction to Improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the Insurance described in Paragraph 8.3(a),

irrespective of any deductible amounts or coverage limits involved.

(d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires restoration.

**9.2 Partial Damage - Insured Loss.** If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the insuring Party shall promptly contribute the shortage in proceeds as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

**9.3 Partial Damage - Uninsured Loss.** If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

**9.4 Total Destruction.** Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.8.

**9.5 Damage Near End of Term.** If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

**9.6 Abatement of Rent; Lessee's Remedies.**

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

(b) **Remedies.** If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

**9.7 Termination; Advance Payments.** Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

**10. Real Property Taxes.**

**10.1 Definitions.**

(a) "Real Property Taxes." As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Project, Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Project address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Project is located. The term "Real Property Taxes" shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Project, (ii) a change in the improvements thereon, and/or (iii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

(b) "Base Real Property Taxes." As used herein, the term "Base Real Property Taxes" shall be the amount of Real Property Taxes, which are assessed against the Premises, Building, Project or Common Areas in the calendar year during which the Lease is executed. In

calculating Real Property Taxes for any calendar year, the Real Property Taxes for any real estate tax year shall be included in the calculation of Real Property Taxes for such calendar year based upon the number of days which such calendar year and tax year have in common.

**10.2 Payment of Taxes.** Except as otherwise provided in Paragraph 10.3, Lessor shall pay the Real Property Taxes applicable to the Project, and said payments shall be included in the calculation of Common Area Operating Expenses in accordance with the provisions of Paragraph 4.2.

**10.3 Additional Improvements.** Common Area Operating Expenses shall not include Real Property Taxes specified in the tax assessor's records and work sheets as being caused by additional improvements placed upon the Project by other tenants or by Lessor for the exclusive enjoyment of such other Tenants. Notwithstanding Paragraph 10.2 hereof, Lessee shall, however, pay to Lessor at the time Common Area Operating Expenses are payable under Paragraph 4.2, the entirety of any increase in Real Property Taxes if assessed solely by reason of Alterations, Trade Fixtures or Utility Installations placed upon the Premises by Lessee or at Lessee's request or by reason of any alterations or improvements to the Premises made by Lessor subsequent to the execution of this Lease by the Parties.

**10.4 Joint Assessment.** If the Building is not separately assessed, Real Property Taxes allocated to the Building shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available. Lessor's reasonable determination thereof, in good faith, shall be conclusive.

**10.5 Personal Property Taxes.** Lessee shall pay prior to delinquency all taxes assessed against and levied upon Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee contained in the Premises. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

**11. Utilities and Services.** Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. Notwithstanding the provisions of Paragraph 4.2, if at any time in Lessor's sole judgment, Lessor determines that Lessee is using a disproportionate amount of water, electricity or other commonly metered utilities, or that Lessee is generating such a large volume of trash as to require an increase in the size of the trash receptacle and/or an increase in the number of times per month that it is emptied, then Lessor may increase Lessee's Base Rent by an amount equal to such increased costs. There shall be no abatement of Rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

**12. Assignment and Subletting.**

**12.1 Lessor's Consent Required.**

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, i.e. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

**12.2 Terms and Conditions Applicable to Assignment and Subletting.**

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

**12.3 Additional Terms and Conditions Applicable to Subletting.** The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

**13. Default; Breach; Remedies.**

**13.1 Default; Breach.** A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 41, (viii) material data safety sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 2.9 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. § 101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

**13.2 Remedies.** If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an Invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by

the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover any damages to which Lessor is otherwise entitled. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

**13.3 Inducement Recapture.** Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions", shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an Inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

**13.4 Late Charges.** Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

**13.5 Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

**13.6 Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished to Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

**14. Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the floor area of the Unit, or more than 25% of the parking spaces is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

**15. Brokerage Fees.**

**15.1 Additional Commission.** In addition to the payments owed pursuant to Paragraph 1.10 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises or other premises owned by Lessor and located within the Project, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the fee schedule of the Brokers in effect at the time the Lease was executed.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.10, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate. In addition, Lessee acknowledges that any failure on its part to provide such an Estoppel Certificate will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, should the Lessee fail to execute and/or deliver a requested Estoppel Certificate in a timely fashion the monthly Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater for remainder of the Lease. The Parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to provide the Estoppel Certificate. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to provide the Estoppel Certificate nor prevent the exercise of any of the other rights and remedies granted hereunder.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor, or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition

hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of monies or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

**25. Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) **Agent Representing Both Lessor and Lessee.** A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

**26. No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

**27. Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

**28. Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

**29. Binding Effect; Choice of Law.** This Lease shall be binding upon the parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

**30. Subordination; Attornment; Non-Disturbance.**

**30.1 Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

**30.2 Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

**30.3 Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement")

from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

**30.4 Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

**31. Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

**32. Lessor's Access; Showing Premises; Repairs.** Showing Premises; Repairs. Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect on Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

**33. Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

**34. Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "For Sublease" signs which may be placed only on the Premises, Lessee shall not place any sign upon the Project without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

**35. Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

**36. Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

**37. Guarantor.**

**37.1 Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association.

**37.2 Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

**38. Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

**39. Options.** If Lessee is granted any option, as defined below, then the following provisions shall apply.

**39.1 Definition.** "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

**39.2 Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

**39.3 Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

**39.4 Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if,

after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

41. **Reservations.** Lessor reserves the right: (i) to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, (ii) to cause the recordation of parcel maps and restrictions, and (iii) to create and/or install new utility raceways, so long as such easements, rights, dedications, maps, restrictions, and utility raceways do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents reasonably requested by Lessor to effectuate such rights.

42. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

43. **Authority; Multiple Parties; Execution.**

(a) if either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

44. **Conflict.** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

45. **Offer.** Preparation of this Lease by either party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

46. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

47. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

48. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease

is  is not attached to this Lease.

49. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

**LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.**

**ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:**

1. **SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.**
2. **RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.**

**WARNING: IF THE PREMISES ARE LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.**

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: \_\_\_\_\_ Executed: SANTA ANA, CA  
On: \_\_\_\_\_ On: 12/19/12

By LESSOR: \_\_\_\_\_ By LESSEE: \_\_\_\_\_  
200 Chapman Inc. Rancho Santiago Community College District

By: \_\_\_\_\_ By:   
Name Printed: \_\_\_\_\_ Name Printed: TERRY GRANT  
Title: \_\_\_\_\_ Title: VIC CHANCELLOR BUSINESS OPERATIONS/ESOL

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_ Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_

Address: 1937 W. Chapman Avenue #100 Address: 2323 N. Broadway #404-1  
Orange, CA 92868 Santa Ana, CA 92706

Telephone: ( ) \_\_\_\_\_ Telephone: (714) 480.7340

Facsimile: ( ) \_\_\_\_\_ Facsimile: ( ) \_\_\_\_\_

Email: \_\_\_\_\_ Email: HAWKINS-PTER@RSCCD.EDU

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Federal ID No. \_\_\_\_\_ Federal ID No. 95-2696-799

BROKER: \_\_\_\_\_ BROKER: \_\_\_\_\_  
Lee & Associates Commercial Real Estate First Team Real Estate  
Services, Inc. - Orange | Corp. ID #01011260

Att: Phil Fridd Jim Hawkins  
Title: Principal Principal  
Address: 1004 W. Taft Avenue, Suite 150  
Orange, CA 92865  
Telephone: (714) 647.9100  
Facsimile: (714) 543.5285  
Email: pfridd@lee-associates.com  
jhawkins@lee-associates.com  
Federal ID No. 33 0264675  
Broker/Agent DRE License #: PF: 01000952 JH: 00833274

Att: Terry Grant  
Title: \_\_\_\_\_  
Address: 4040 Barranca Parkway, #100  
Irvine, CA 92604  
Telephone: ( ) \_\_\_\_\_  
Facsimile: ( ) \_\_\_\_\_  
Email: \_\_\_\_\_  
Federal ID No. \_\_\_\_\_  
Broker/Agent DRE License #: 01311280

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8816.

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# ADDENDUM

Date: December 18, 2012

By and Between (Lessor) 2000 Chapman Inc.  
(Lessee) Rancho Santiago Community College District

Address of Premises: 1937 W. Chapman Avenue, Suite 200  
Orange, CA

Paragraph 50 - 54

In the event of any conflict between the provisions of this Addendum and the printed provisions of the Lease, this Addendum shall control.

- 50. Tenant Improvements. Lessor, at its sole cost and expense, shall perform the tenant improvement construction per the attached Exhibit A to include the following:
  1. Replace damaged ceiling tiles.
  2. Paint new walls, touch up existing walls or paint as necessary.
  3. Install carpet in newly configured classrooms.
  4. Add walls and doors, as shown.
  
- 51. Electrical Utilities. Lessee shall be responsible for the immediate payment of its separately metered electrical utilities, upon receipt of the monthly utility bill by Lessor.
  
- 52. Janitorial. Lessee is responsible for the interior janitorial cleaning of its Premises. The common areas will be the responsibility of the Lessor.
  
- 53. Base Rent Schedule.
 

A. February 1, 2013 through February 28, 2013	Free Rent	
B. March 1, 2013 through January 31, 2014	\$10,412.50 per month	
C. February 1, 2014 through January 31, 2015	\$10,724.88 per month	
D. February 1, 2015 through January 31, 2016	\$11,078.90 per month	
  
- 54. Parking. Per Section 2.6, additional parking is currently available at the Adray store parking lot, at no additional charge throughout the term, providing the property is still available.

Agreed and Accepted:

Lessor: 2000 Chapman Inc.  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Lessee: Rancho Santiago Community College District  
By:   
Date: 12/18/12



## RULES AND REGULATIONS FOR STANDARD OFFICE LEASE

Dated: December 18, 2012

By and Between 2000 Chapman Inc. (Lessor) and Rancho Santiago Community College  
District (Lessee) for the property located at 1937 W. Chapman Avenue, Suite 200, Orange,  
CA

### GENERAL RULES

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Project and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with other lessees or persons having business within the Project.
4. Lessee shall not keep animals or birds within the Project, and shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
5. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
6. Lessee shall not alter any lock or install new or additional locks or bolts.
7. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
8. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Project.
9. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Project.
10. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Office Building Project arising from any such activity.
11. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
12. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of        P.M. and        A.M. of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
13. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
14. No window coverings, shades or awnings shall be installed or used by Lessee.
15. No Lessee, employee or invitee shall go upon the roof of the Building.
16. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
17. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
18. Lessee shall not install, maintain or operate any vending machines upon the Premises without Lessor's written consent.
19. The Premises shall not be used for lodging or manufacturing, cooking or food preparation.
20. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
21. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Lessee.
22. Lessee assumes all risks from theft or vandalism and agrees to keep its Premises locked as may be required.
23. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these and such rules and regulations.

### PARKING RULES

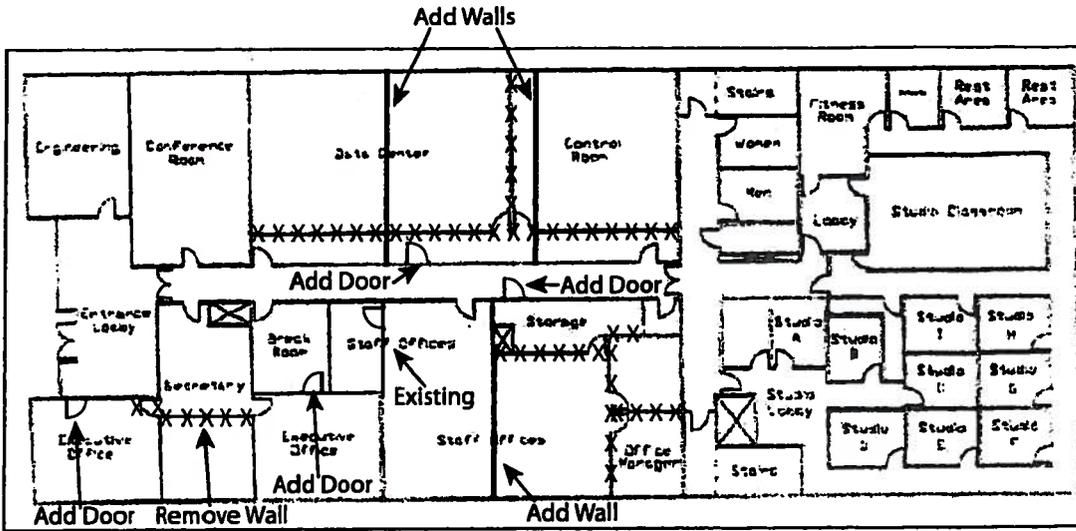
1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles herein called "Permitted Size Vehicles." Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles."
2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated by Lessor for such activities.
3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.
4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.
5. Lessor reserves the right to relocate all or a part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.
6. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.
7. Unless otherwise instructed, every person using the parking area is required to park and lock his own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.
8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.
9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.
10. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.
11. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.
12. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

EXHIBIT A  
1937 W. Chapman Avenue  
Orange, CA

Lessee: Rancho Santiago College District

FLOOR PLAN



Initials \_\_\_\_\_  
\_\_\_\_\_

Initials                       
\_\_\_\_\_

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

To: Board of Trustees	Date: January 14, 2013
Re: Approval of Nonresident Fees for 2013-14	
Action: Request for Approval	

**BACKGROUND**

Education Code §76140 requires the Board of Trustees to establish the tuition fee for nonresidents prior to February 1 each year. The District is also authorized under Education Code §76141, amended by Assembly Bill No. 947 approved on October 11, 2009, to charge any nonresident student an amount not to exceed the amount that was expended by the District for capital outlay costs in the preceding fiscal year. Any fee charged for capital outlay cannot exceed 50% of the non-resident tuition fee established by the District and the funds must be expended for capital outlay purposes. Education Code §76142 allows districts to charge a processing fee (application fee) to nonresident students who are both citizens and residents of a foreign country an amount not to exceed the actual cost of processing an application and other documentation required by the federal government (the campuses currently charge \$25) or \$100 whichever is less. These fees are in addition to other student enrollment fees charged to resident students.

**ANALYSIS**

Using total 2011/12 District expenditures for education and applying the allowed two-year inflation factor of 3.3% results in a calculated cost of \$179 per unit. The regulations regarding nonresident tuition fee calculations allow districts to charge its calculated per-unit rate or one of the following per-unit rates:

		<b><u>2012-2013</u></b>	<b><u>2013-2014</u></b>
<b>1</b>	The statewide average cost	\$179	\$190
<b>2</b>	The District's computed cost of education (credit-only)	\$182	\$204
<b>3</b>	The District's computed cost of education	\$159	\$179
<b>4</b>	Up to the level charged by any contiguous district	\$179	\$190
<b>5</b>	The highest statewide average cost of the succeeding year, the current year, or prior four years	\$190	\$190
<b>6</b>	Up to the preceding fiscal year average rate of 12 comparable states based on cost of living	\$331	\$368

The District's current calculated cost or maximum rate for capital outlay purposes is \$40 per unit based on 2011/12 actual capital outlay costs. For 2012-2013 the District charged \$179 per unit for nonresident tuition and \$24 per unit for capital outlay, for a total of \$203. For 2013-2014, the District is proposing to charge the statewide average cost of \$190 per unit for nonresident tuition and the capital outlay fee remain unchanged at \$24, for a total of \$214. This represents a total increase of \$11 per unit, or 5.4%. In addition, the campuses propose that the application fee remain unchanged at the current rate of \$25. Various exemptions to these fees are provided in the law under Education Code §68130.5 and §76140 et seq.

## **RECOMMENDATION**

It is recommended that the Board of Trustees establish the nonresident tuition fee at \$190 per unit, the capital outlay fee at \$24 per unit, and the application fee at \$25 for 2013-2014 as presented.

Fiscal Impact:	Estimated \$1.6 million in Fee Revenues	Board Date: January 14, 2013
Prepared by:	Adam M. O'Connor, Assistant Vice Chancellor, Fiscal Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Reappointments/Reaffirmations for the Measure E Citizens' Bond Oversight Committee	
Action:	Request for Approval	

**BACKGROUND**

One of the requirements for bonds that are approved under the auspices of Proposition 39 is the provision of a citizens' bond oversight committee comprised of residents of the district who satisfy various categories of membership. The board approved the membership of the original committee in December of 2002 and acts upon the appointment, reappointment and reaffirmation of the committee each year.

**ANALYSIS**

The committee terms are based on the calendar year. Therefore, we recommend that the committee for the 2013 calendar year be as follows:

Name	Membership Category	Recommended Action
Rachel Bulosan	SCC Student	Reaffirm
Fernando Antunez	SAC Student	Reaffirm
Carol Smith	Business	Reappoint
William Thornton	Senior Citizen Organization	Reappoint
Robert Odle	Tax Payer Association	Reaffirm
Ken Purcell	Foundation – SAC	Reappoint
Dean Strenger	Foundation – SCC	Reappoint
Philip Hummel	Community at Large – SCC	Reappoint
Vacant	Community at Large – SAC	

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the reaffirmations and reappointments of the Citizens' Bond Oversight Committee for the 2013 calendar year as presented.

Fiscal Impact:	None	Board Date: January 14, 2013
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: January 14, 2013
Re:	Acceptance of Grant of Easement to AT&T California	
Action:	Request for Acceptance	

**BACKGROUND:**

The District intends to provide an Easement to Pacific Bell Telephone Company DBA AT&T California for construction, use, maintenance, operation, alteration, addition to, repair, replacement and reconstruction of underground and overhead communication facilities systems.

**ANALYSIS:**

On May 21, 2012 the Board of Trustees adopted Resolution No. 12-29 which authorizes the Dedication of Easement to AT&T. The proper method by which the District may dedicate an easement or convey property to a public agency for utility purposes as outlined in Education Code section 81310 has been executed. The purpose of the easement is to provide AT&T access to communication equipment and transmission lines for upkeep, repair and inspection. The easement documents have been reviewed and accepted by legal counsel Lindsay A. Thorson with Atkinson, Andelson, Loya, Rudd & Romo.

**RECOMMENDATION:**

It is recommended that the Board of Trustees accept the Grant of Easement to AT&T at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: January 14, 2013
Prepared by:	Alex Oviedo, District Construction Supervisor, District Construction and Support Services	
Submitted by:	Peter J Hardash, Vice Chancellor of Business and Fiscal Services	
Recommended by:	Raul Rodriguez, Ph.D., Chancellor	

CF0057 UNDERGROUND  
AFTER RECORDING, RETURN TO:

**PACIFIC  BELL TELEPHONE COMPANY**  
R/W OFFICE  
1265 VAN BUREN ST., ROOM 180  
ANAHEIM, CA 92807

NO CONSIDERATION  
DOCUMENT TRANSFER TAX \$0

Signature of declarant or agent determining tax:

\_\_\_\_\_ Agent:

Exchange: Santa Ana  
APN: 004-070-49

RS B195, P26  
LC(22)8864844

### GRANT OF EASEMENT

The undersigned Grantor(s), hereby grant(s) to PACIFIC BELL TELEPHONE COMPANY, a California corporation doing business as "AT&T California," its associated and affiliated companies and its and their successors, assigns, lessees, representatives, contractors, subcontractors, employees, and agents, hereinafter referred to as "Grantee", a non-exclusive easement ("Easement"), together with the right of way therefore on, in over, across, above, under, upon and through that certain real property in the City of Santa Ana, County of Orange, State of California, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Servient Property"), the easement area of which is more particularly depicted on Exhibit B attached hereto and incorporated herein by this reference (the "Easement Area"), to enter upon the Easement Area to survey, install, construct, reconstruct, place, replace, operate, inspect, improve, repair, remove and maintain such underground communication facilities as Grantee may from time to time require (including ingress thereto and egress therefrom) consisting of wires, cables, conduits, pipes, manholes, handholes, service boxes, aboveground markers, risers, service pedestals, underground and aboveground switches, fuses, terminals, terminal equipment cabinets, transformers with associated concrete pads, associated electrical conductors, necessary fixtures and appurtenances necessary to any and all thereof (the "Facilities").

The legal description as described on Exhibit A was prepared pursuant to Section 8730(c) of the California Business and Professions Code. The Easement shall be located within the proposed Easement Area of said Servient Property as depicted on Exhibit B.

## **RIGHTS AND CONDITIONS OF GRANT OF EASEMENT**

This Grant of Easement is subject to and incorporates the following rights and conditions:

1. This Easement does not constitute a conveyance of a fee interest in the Servient Property, the Easement Area, or of the minerals therein and thereunder, but grants only the limited Easement as provided herein.
2. This Easement is granted on an "AS-IS" basis and Grantor makes no representation or warranty of any kind regarding the condition of the Servient Property or the Easement Area.
3. Grantor shall not erect or construct any building or other structure, or drill or operate any well within the Easement Area.
4. Grantor retains for its successors and assigns all rights and uses that do not unreasonably interfere with the use of the rights granted herein to Grantee.
5. This Easement is subject to all existing easements, covenants, and restriction recorded against the Grantor's property.
6. Upon written approval of the Grantor, which approval may not be unreasonably withheld Grantee, at no expense or liability to the Grantor, may cut, remove, trim or otherwise control and/or dispose of, all trees, foliage, limbs, brush, roots, and other growth on the Servient Property and Easement Area, on, around, under or overhanging, intruding and/or restricting the use of the Easement Area as may be necessary for the protection of said Facilities. All such cuttings, trimmings and removals shall be removed from Servient Property by Grantee at its own cost and expense.
7. Upon written approval of the Grantor, which approval may not be unreasonably withheld, Grantee, at no expense or liability to the Grantor, may cut, fill or otherwise change the grade of said Easement Area and to place such drainage and retaining structures thereon, for the protection of such Facilities.
8. Grantor and Grantee shall defend, indemnify and save each other, their respective agents, employees, authorized representatives, or any other person deemed necessary by any of the acting within the scope of the duties entrusted to them, harmless from all loss, damage, or injury to persons or property, including all legal costs and attorney's fees, arising in any manner out of the performance occurring by reason of anything done or omitted to be done by the indemnifying party under or in connection with any activities related to this Easement. This indemnification shall not be valid in the instance where the loss is caused by the gross negligence, willful misconduct, intentional tort or criminal act of any person indemnified herein. This Paragraph shall survive the expiration of this Agreement.

9. Grantor also grants to Grantee the right to receive municipal service and commercial power from the appropriate utility company serving the area, together with the right for such utility company to place its respective service facilities upon, under and within said Easement Area, subject to the same terms and conditions of this Grant of Easement. Access to the Easement Area may require the utility company to enter into a separate agreement with the Grantor. All costs associated with such separate agreement, including attorney fees of the Grantor will be the responsibility of the Grantee.
10. Grantee shall make or cause to be made such repairs and take such action as is necessary to maintain the Easement Area and Grantee's Facilities and improvements at all times in good condition and repair and to prevent or remedy the destruction, damage or deterioration of all or any portion of the Servient Property.
11. All notices required or provided for under this Grant of Easement shall be in writing, delivered in person or by certified mail, return receipt requested, or by a nationally recognized overnight delivery service addressed to the Parties as indicated below.

If to Grantor: Peter J. Hardash  
2323 N. Broadway  
Santa Ana, CA 92706-1640  
Tel: 714-480-7340  
Fax: 714-796-3935  
E-Mail: [hardash\\_peter@rscsd.edu](mailto:hardash_peter@rscsd.edu)

If to Grantee: AT&T  
Carole Bostrom  
1265 Van Buren, Rm. 180  
Anaheim, CA 92807-9903  
Tel: 714-237-7140  
E-Mail: [cb1756@att.com](mailto:cb1756@att.com)

12. Each individual executing this Grant of Easement on behalf of each respective Party acknowledges and warrants that it: (i) has full authority to execute the Grant of Easement on behalf of such Party, (ii) this Grant has been duly authorized and approved by such Party, and (iii) this Grant constitutes a valid and binding obligation of such Party.
13. The Easement and the covenants, restrictions, conditions, rights and obligations contained herein shall bind and shall inure to the benefit of the respective successors and assigns of the Parties hereto, and shall run and pass with and benefit the Easement Area granted herein and burden the Servient Property.

IN WITNESS HEREOF, the parties have executed this Grant of Easement as of the date set forth below.

Executed this \_\_\_\_ day of \_\_\_\_\_. 2012.

**GRANTOR:**

Rancho Santiago Community College  
District, a political subdivision of the  
State of California

By: \_\_\_\_\_

Its: Vice Chancellor  
Business Operations/Fiscal Services

**GRANTEE ACCEPTANCE:**

The undersigned Grantee hereby accepts  
this Grant of Easement and agrees to be  
bound by it.

Pacific Bell Telephone Company,  
A California corporation dba AT&T  
California

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_



On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_  
Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

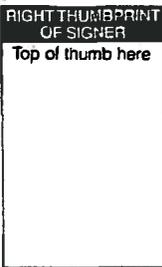
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_



On \_\_\_\_\_ before me, \_\_\_\_\_  
Date Here Insert Name and Title of the Officer

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature \_\_\_\_\_

Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

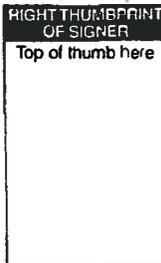
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

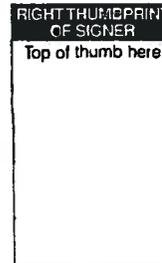
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Exhibit "A"

Parcel A

A strip of land 5 feet in width lying within Record of Survey No. 2003-1046 in the City of Santa Ana, County of Orange, State of California, recorded in Book 195, Pages 26 and 27, inclusive, of Record of Survey Maps in the office of the Recorder of said County, said centerline of strip of land more particularly described as follows:

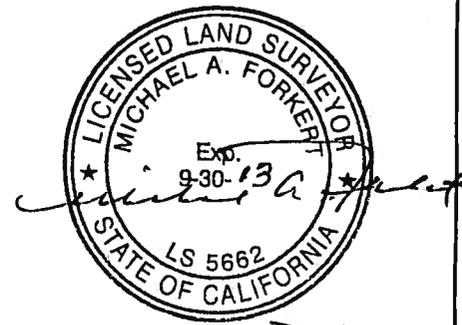
Beginning at the centerline intersection of Seventeenth Street and College Avenue as shown on said Record of Survey No. 2003-1046; Thence South 89° 47' 49" West along the centerline of said Seventeenth Street, a distance of 234.40 feet; Thence South 00° 12' 11" East, a distance of 52.00 feet to a point, said point being on the Southerly line of said Seventeenth Street and the Northerly line of said Record of Survey No. 2003-1046, said point also being the Northeast corner of Lot 6 as shown on Record of Survey in the City of Santa Ana, County of Orange, State of California, recorded in Book 27, Page 36, of Record of Survey Maps in the office of the Recorder of said County; Thence South 01° 33' 19" West along the Easterly line of said Lot 6 and the Westerly line of said Record of Survey No. 2003-1046, a distance of 64.77 feet to a point, said point being the **True Point of Beginning**, said point also being the beginning of a curve concave Southwesterly having a radius of 12.50 feet, a radial line through said point bears North 17° 48' 56" East; Thence Southeasterly along said curve through a central angle of 73° 44' 23", a distance of 16.09 feet; Thence South 01° 33' 19" West, a distance of 31.85 feet to the beginning of a curve concave Northwesterly having a radius of 12.50 feet; Thence Southwesterly along said curve through a central angle of 88° 14' 42", a distance of 19.25 feet; Thence South 89° 48' 01" West, a distance of 147.23 feet to the beginning of a curve concave Northeasterly having a radius of 12.50 feet; Thence Northwesterly along said curve through a central angle of 68° 53' 59", a distance of 15.03 feet to point on the Northerly line of said Record of Survey No. 2003-1046 and the Southerly line of Lot 4 of said Record of Survey No. 2003-1046, said point being the end of said strip.

The sidelines of said 5 foot easement to be extended or shortened so as to terminate on the said Westerly line of said Lot 6 and the said Southerly line of said Lot 4 of said Record of Survey No. 2003-1046.

Subject to easements, covenants, conditions, restrictions, reservations, rights, right-of-way and other matters of record, if any.

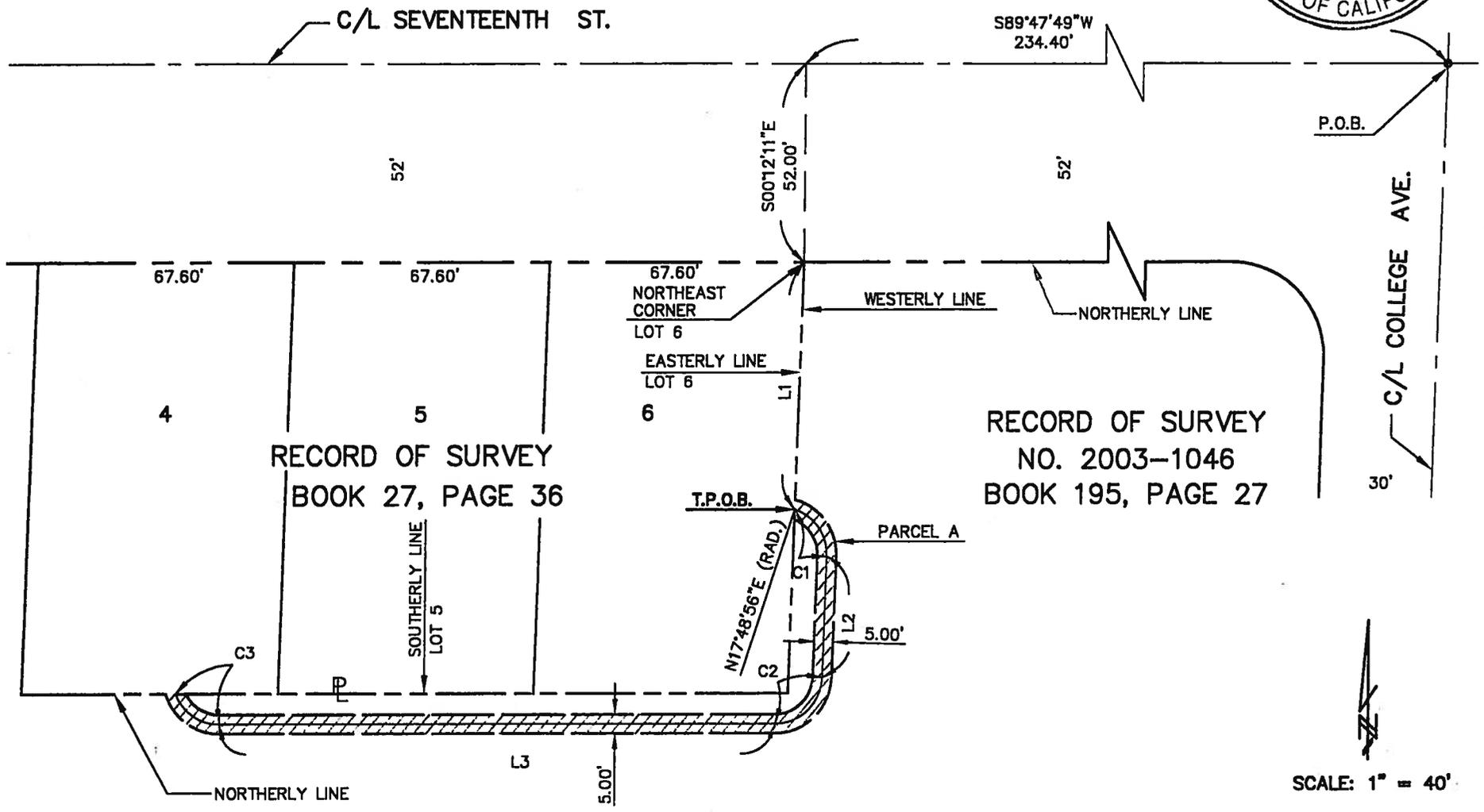
Shown on Attachment "B" hereto and made a part hereof, containing 1,147 square feet (0.03 acres) more or less.





LINE	DIRECTION	DISTANCE
L1	S01°33'19"W	64.77'
L2	S01°33'19"W	31.85'
L3	S89°48'01"W	147.23'

CURVE DATA			
No.	R	L	Δ
C1	12.50'	16.09'	73°44'23"
C2	12.50'	19.25'	88°14'42"
C3	12.50'	15.03'	68°53'59"



RECORD OF SURVEY  
NO. 2003-1046  
BOOK 195, PAGE 27

SCALE: 1" = 40'

SHEET 2 OF 2

**LEGEND:**  
 LANDS AS DESCRIBED IN EASEMENT

JN. 7591

LC(22) 8864844  
EXHIBIT "B"

Page 8 of 8  
5.6 (9)

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Request For Proposal (RFP) - Geotechnical, Materials Testing and Special Inspections Services at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

On November 14, 2012 the District sent out a Request for Proposals (RFP) for Geotechnical, Materials Testing and Special Inspections Services for two (2) construction projects at Santa Ana College. The District is preparing to start construction of these projects in January, 2013 with an estimated completion date of February 2015. The District has entered into an agreement with Geo-Advantec Inc. to perform the Geotechnical and soil testing for the projects. In order to comply with mandatory Division of State Architects ongoing material inspections and testing, the District will enter into a separate agreement with a Materials Testing and Inspection firm for these services.

**ANALYSIS:**

The District requested proposals from eight (8) Engineering and Testing firms and received proposals from Ninyo and Moore, Twining Labs, Koury Engineering, Leighton Consulting, Heider Engineering, and Geo-Advantec Inc. All of these firms have extensive experience in Geotechnical Testing and Special Inspection services. Based on a hypothetical condition outlined in the (RFP), a fee schedule of inspections services was submitted by all interested firms. The apparent low bidder for the Material Testing and Inspection services is Koury Engineering based on the RFP responses.

The industry standard for Material Testing and Inspection is (1.5%) of the estimated construction cost. The construction cost estimate for these (2) projects is \$14,000,000. One and a half percent of \$14,000,000.00 is \$210,000 and the projects duration is twenty five (25) months. The estimated total for Materials Testing and Inspection services by Koury Engineering is \$210,000.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve a contract with Koury Engineering and Testing for Materials Testing and Inspection services for the amount of \$210,000 as presented.

Fiscal Impact:	\$210,000.00	Board Date: January 14, 2013
Prepared by:	Alex Oviedo, District Construction Supervisor	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



**RANCHO SANTIAGO**  
COMMUNITY COLLEGE DISTRICT

**Rancho Santiago Community College District**  
**Geotechnical, Materials Testing and Special Inspection**  
**Services**

**Request for Proposals**

November 14, 2012

Facility Planning, District Construction and Support Services  
2323 North Broadway, Room 112  
Santa Ana, CA 92706

## **Rancho Santiago Community College District**

**District Construction and Support Services  
2323 North Broadway  
Santa Ana, CA 92706**

**(714) 480-7517**

**(714) 796-3910-Fax**

### **REQUEST FOR PROPOSALS (“RFP”)**

#### **FOR GEOTECHNICAL, MATERIALS TESTING AND SPECIAL INSPECTION SERVICES**

The Rancho Santiago Community College (“District”) is engaged in \$15,000,000 to \$20,000,000 in district projects located at the Santa Ana College Campus. The Rancho Santiago Community College District is seeking a Geotechnical, Materials Testing and Special Inspection service proposal for new construction projects at the Santa Ana College Campus.

#### **THE PROJECTS**

1. Santa Ana College Perimeter Site Improvements
2. Dunlap Hall Remodel and Addition.

The projects duration is approximately (28) months with multiple phases of activities.

The District is requesting proposals from qualified firms, to provide inspection services and material testing for the project, Extensive California Community College experience is sought from candidates submitting proposals in response to this RFP in addition to other criteria and qualifications as set forth herein.

Bernard’s Construction Management will be the project management team. Your proposal shall conform to the requirements set forth in the – Testing and Inspection section 01420 of the Santa Ana College Perimeter Site Improvements Manual - Quality Requirement section 01400 of the Santa Ana College Dunlap Hall Remodel and Addition manual The scope of services as a minimum include the following.

- Material Testing per the DSA T & I sheet
- Reinforced concrete/grout lab testing
- Sampling of concrete/grout
- Sampling and testing of rebar
- Mix Design Review
- Structural steel shop and field welding inspection
- Masonry Inspection and Laboratory testing
- Field grading monitoring and compaction test
- Asphalt testing (Field and Lab)

The plans and specifications are available as a download, CD, or hard copied for \$100.00. To order a copy visit [www.ocbinc.com](http://www.ocbinc.com) then click **Planwell Enterprise Public Planroom** and search by **Bid #1180 and Bid #1187** or call ARC Reprographic (714) 424-8525 and contact the Planwell Department.

Complete all items noted on the Fee Schedule. Note prevailing wage rates on the Fee Schedule. Failure to provide costs for each and every item shall result in rejection of the proposal. The Fee Schedule represents a hypothetical example of a project (or projects) at the Santa Ana College campus that may be utilized under this Request for Proposal. The District will determine quantities based on the project construction schedule.

Please review the enclosed documents and provide a proposal by November 26, 2012 for the Geological, Materials Testing and Special Inspection services on the project. Proposals are due by 2:00 P.M. November 26, 2012 and delivered to:

Rancho Santiago Community College District  
District Construction, Room #112  
2323 N. Broadway  
Santa Ana, CA 92706  
Attention: Alex Oviedo

If you should have any questions regarding this request, please contact Alex Oviedo Construction Supervisor w/Rancho Santiago Community College District at 714-480-7517.

Regards,



Alex Oviedo, Supervisor  
District Construction Supervisor

12-0705

FEE SCHEDULE (based on prevailing wage conditions)

Project:				
Geotechnical/Material Testing and Inspections				
	1	2	3	4
		Quantity	\$/ hr	Total
<b>A</b>	<b>GEOTECHNICAL/MATERIAL SERVICES</b>			
1	Field monitoring and soils testing	100	\$73/ hr	\$7,300
2	Field Engineer/Pile observation	40	\$73/ hr	\$2,920
3	Soils Technician	100	\$73/ hr	\$7,300
4	Asphalt Compaction Testing	32	\$73/ hr	\$2,336
5	Travel Time (for soils technician)	32	Waived	\$0
6	Nuclear Gauge Daily Charge	30	\$15/ day	\$450
	<b>LABORATORY TESTING</b>			
7	Proctor Maximum Density	4 tests	\$115/ test	\$460
8	Expansion Index	8 tests	\$95/ test	\$760
9	Sieve Analysis	4 tests	\$85/ test	\$340
10	Sand Equivalent	4 tests	\$76/ test	\$292
	<b>SUBTOTAL</b>			<b>\$22,158</b>
<b>B</b>	<b>MATERIAL INSPECTION AND TESTING SERVICES</b>			
11	Concrete Inspection	48	\$73/ hr	\$3,504
12	Masonry Inspection	72	\$73/ hr	\$5,256
13	Concrete and Grout - Batch Plant	8	\$73/ hr	\$584
14	Block Fabrication Plant - Tagging and Sampling	8	\$73/ hr	\$584
15	Field Technician - Masonry Coring (with equipment)	4	\$85/ hr	\$340
16	Technician time Specimen/Sample Pick Up	12	Waived	\$0
17	Mix Design Review	2	\$125/ Mix	\$250
18	Rebar Bend & tensile Tests #8 and Smaller	6	\$25/ Sample	\$150
19	Concrete Cylinder Compression Tests	36	\$20/ Sample	\$720
20	Grout Compression Test	2	\$20/ Sample	\$40
21	Mortar Compression Tests	2	\$20/ Sample	\$40
22	Masonry Prism Compression Tests	4	\$95/ Sample	\$380
23	Masonry Block Compressive Strength (CMU Block) Test	4	\$45/ Sample	\$180
24	Masonry Block Absorption (CMU) test	2	\$40/ Sample	\$80
25	Masonry Core Compression Test	2	\$55/ Sample	\$110
26	Final Geotech Verified Report DSA-293	1	lump sum	\$1,000
27	Laboratory Verified Report DSA-291	1	lump sum	\$500
28	Special Inspection Verified Reporting DSA-292	1	lump sum	\$100
29	Office Engineering review time	8	\$100/ hr	\$800
30	Geotechnical Engineer Site visit and Document Review	18	\$150/ hr	\$2,700
31	Administrative Office (document handling)	4	Per Month	\$180
	<b>Subtotal</b>			<b>\$18,046.00</b>
	<i>List any relevant tasks not listed and attached to a separate sheet and include attachment in submitted document.</i>		<i>Provide a unit rate</i>	
	<b>TOTAL</b>			<b>\$40,204</b>

Per Month Price on admin; we assume project length = approximately 3.5 months

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Notice of Completion: Bid #1194 - Portable Building Certification at Santa Ana College	
Action:	Request for Approval	

**BACKGROUND:**

The District issued a contract to De La Torre Commercial Interiors to make modifications, corrections and provide inspection to District property as outlined into the Division of State Architects approved plans. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

**ANALYSIS:**

The project was substantially complete on October 31, 2012, and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$117,851.00

**RECOMMENDATION:**

The administration recommends approval of the Notice of Completion for the Portable Building Certification at SAC as presented.

Fiscal Impact:	N/A	Board Date: January 14, 2013
Prepared by:	Alex Oviedo, Construction Supervisor, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

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

THIS SPACE FOR RECORDER'S USE ONLY

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

## NOTICE OF COMPLETION

Notice is hereby given, pursuant to the provisions of Section §3093 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17<sup>th</sup> Street, Santa Ana, California, caused improvements to be made to the property to wit: Bid No. 1194/Portable Building Certification, the contract for the doing of which was heretofore entered into on the 27<sup>h</sup> day of June, 2012, which contract was made with Del La Torre Commerical P.O.12-P0023282, as contractor; that said improvements were completed on the 31<sup>st</sup> day of October 2012, and accepted by formal action of the governing Board of said District on the 14<sup>th</sup> day of January, 2013; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is Indemnity Company of California.

Rancho Santiago Community College District of Orange  
County, California

by \_\_\_\_\_

State of California     )  
  §  
County of Orange     )

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

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

Executed at \_\_\_\_\_ California, on

\_\_\_\_\_, 20\_\_\_\_.

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

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

To: Board of Trustees	Date: January 14, 2013
Re: Approval of Architect Services Agreement with Westberg+White – Proposal for Santa Ana College Buildings A, F & R and Santiago Canyon College Building D Boiler Replacement	
Action: Request for Approval	

**BACKGROUND**

Westberg+White architects are currently providing architectural services for various Santa Ana College campus improvement projects and other district-wide projects. Santa Ana College currently has three boiler systems that have been cited by AQMD (F building [1] and R building [2]). In addition, the A building's two boiler system has been identified as noncompliant, not yet cited, as needing replacement. These boiler systems need to be properly replaced as soon as possible to resolve the citations. An additional boiler system at Santiago Canyon College (D building) has been identified as being in noncompliance, although not yet cited. This boiler system also needs to be properly replaced.

Architectural and Engineering services are required to design and properly license the replacements systems.

**ANALYSIS**

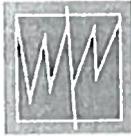
Santa Ana College's Chavez building (A building) has a two boilers system; the Locker Room Facility (F building) has a one boiler and pump system and Russell Hall (R building) has two boilers and one pump system that needs to be replaced. Santiago Canyon College D building has one boiler and a two pump system that needs replacement.

Westberg+White's proposal is to provide these architectural and engineering services for a fixed fee of \$74,100 per the attached proposal. Reimbursable expenses are estimated at \$8,000.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the architect services agreement with Westberg+White for \$74,100 plus reimbursable expenses not to exceed \$8,000 as presented

Fiscal Impact: \$74,100 plus approximately \$8,000 in reimbursable expenses	Board Date: January 14, 2013
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	



**WESTBERG + WHITE**  
ARCHITECTS AND PLANNERS

December 13, 2012

Peter Hardash, Vice Chancellor  
Rancho Santiago Community College District  
2323 North Broadway, Suite 404-1  
Santa Ana, CA 92706

RE: Proposal for Santa Ana College Buildings "A", "F" & "R" and Santiago Canyon  
College Building "D" Boiler Replacement

Dear Peter,

Westberg+White is pleased to submit our proposal for Architectural and Engineering services for the replacement of boilers located at SAC buildings A, F & R and SCC building D. Westberg + White and our Mechanical and Structural Engineering consultants have met with Ron Beeler of Facilities Planning & Programming Services, Inc. (FPPS) and Lance English of Southland Industries and visited the sites to develop the required task for this project. The project will be built using the design-build delivery method; the required documentation will be submitted to DSA for review and approval prior to the start construction. The project scope of work includes:

- SAC Building "A" Replacement of two boilers located on the roof level.

Structural scope to include verification of the existing raised pad and roof framing to accommodate the replacement units and seismic anchorage of the units and generate supporting structural details and calculations for DSA review and approval.

Mechanical scope will include reconfiguration of hydronic piping layout as required and reconnection of gas and make-up water. Review existing condition of heating coils and select replacement coils as required for the existing fan coil system

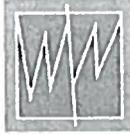
- Building "F" Replacement of one existing boiler and one pump located on the roof level.

Structural scope to include verification of the existing raised pad and roof framing to accommodate the replacement units and seismic anchorage of the units and generate supporting structural details and calculations for DSA review and approval.

Mechanical scope will include reconfiguration of hydronic piping layout as required and reconnection of gas and make-up water. Review existing condition of heating coils and select replacement coils as required for the existing fan coil system.

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

1171 Chambers Road, Suite 210 Tustin, CA 92780-6961 (714) 508-1780 Fax (714) 503-1799  
SAN DIEGO SANTA MARIA



**WESTBERG + WHITE**  
ARCHITECTS AND PLANNERS

- Building "R": Replacement of two boilers and one pump located in the mechanical penthouse.

Structural scope to include verification of the existing concrete floor slab to accommodate the replacement units, design of a new concrete pad for the boilers if required, and seismic anchorage of the units and generate supporting structural details and calculations for DSA review and approval.

Mechanical scope will include reconfiguration of hydronic piping layout as required and reconnection of gas and make-up water. Review existing condition of heating coils and select replacement coils as required for the existing fan coil system

- SCC Building "D": Replacement of one boiler and two pumps located on the ground level inside the mechanical room.

Structural scope to include verification of the existing raised concrete pad to accommodate the replacement units, design of a new concrete pad for the boilers if required, and seismic anchorage of the units and generate supporting structural details and calculations for DSA review and approval

Mechanical scope will include reconfiguration of hydronic piping layout as required and reconnection of gas and make-up water. Review existing condition of heating coils and select replacement coils as required for the existing fan coil system.

Westberg + White and our engineering team's responsibilities will also include review of contractor shop drawings, site observations, answer questions during construction and transfer Contractors as-built mark-ups onto electronic documentation for Districts files and future use. The team will also provide all required close-out activities for project certification.

Peter, if you are in agreement with the information provided, please authorize us to begin by signing the enclosed agreement and return the original for our files. It is important that we start working on this project as soon as possible; therefore a simple email from your office requesting us to start would be beneficial. Our office will then look forward to a Purchase Order number at a later date. Please don't hesitate to call me if you have any questions or need further information.

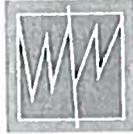
Sincerely,  
Westberg+White Architects

Gregory G. Beard  
Principal

Cc: Ron Beeler, FPPS  
Paul Westberg, Westberg+White

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

14471 Chambers Road, Suite 210 Tustin, CA 92780-6064 (714) 508-1750 Fax (714) 508-1750  
SAN DIEGO SANTA MARIA



**WESTBERG + WHITE**  
ARCHITECTS AND PLANNERS

ATTACHMENT 1

**PROFESSIONAL SERVICES AGREEMENT**

Between the Client:

Rancho Santiago Community College District  
2323 North Broadway, Suite 404-1  
Santa Ana, CA 92780

and the Architect:

Westberg + White  
14471 Chambers Rd. Suite 210  
Tustin, CA 92780

Paul Westberg CA License # C11045

**Location:**

Santa Ana Community College

**Scope of Work:**

Proposal for Santa Ana College Buildings "A", "F" & "R" and  
Santiago Canyon College Building "D" Boiler Replacement  
as indicated on our proposal letter dated December 5, 2012

**Fee:**

Fixed fee of \$ 74,100.00

**Fee Breakdown:**

Schematic Design Phase	15%
Design Development Phase	20%
Construction document Phase	45%
Bidding Phase	03%
Construction Administration Phase	17%

**Reimbursable Expenses:** Reimbursable Expenses are in addition to the fee and include those expenses incurred in the interest of the project. They include project-related travel (mileage and auto expenses); printing, plotting and reprographic costs, postage and delivery charges. These expenses will be compensated at 1.10 times the amounts invoiced to the Architect. We suggest the District budget an estimated \$8,000 for these project-related expenses.

**Client:**

Rancho Santiago Community College District

By: \_\_\_\_\_

Peter Hardash, Vice Chancellor

**Architect:**

Westberg + White Architects

By: \_\_\_\_\_

Paul Westberg AIA  
Managing Partner

Date: December 13, 2012

MEMBER AMERICAN INSTITUTE OF ARCHITECTS

14171 Chambers Road, Suite 210 Tustin, CA 92780-6061 (714) 508-1789 Fax (714) 508-1790  
SAN DIEGO SANTA MARIA

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Adoption of Resolution No. 12-77 - Signalization Project at Santiago Canyon College	
Action:	Request for Adoption	

**BACKGROUND:**

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

**ANALYSIS:**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution No. 12-77 as well as Exhibit A.

Resolution No. 12-77 and Change Order #5 increases the contract by \$21,905.39. The revised contract amount is \$917,797.15. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 18.83% 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. 12-77, Dynalectric for Bid #1181, signalization project at Santiago Canyon College as presented.

Fiscal Impact:	\$21,905.39	Board Date: January 14, 2013
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 DYNALECTRIC  
FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO CANYON COLLEGE  
SIGNALIZATION PROJECT**

**RESOLUTION NO. 12-77**

**WHEREAS**, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work for the Signalization Project at Santiago Canyon College, (“Project”) to Dynalectric (“Contractor”);

**WHEREAS**, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including additional grinding at cross gutters and median islands to conform to City of Orange standards. 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 \$21,905.39 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 14th day of January, 2013, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

I, Arianna P. Barrios, 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, Lawrence R. Labrado, 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 14th day of January, 2013, 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 14th day of January, 2013.

\_\_\_\_\_  
Clerk of the Board of Trustees  
Rancho Santiago Community College District

**EXHIBIT "A"**

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

<b>CHANGE ORDER</b>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College SCC Signalization	Bid No. 1181	P.O. # 12-P0020215
Contractor: Dynalectric	D.S.A. No.	N/A	
Architect: LPA Inc	Change Order No. 5	Date: December 14, 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		\$772,306.00
Previous Change Orders	\$123,585.76	
This Change Order	\$21,905.39	
Total Change Orders		\$145,491.15
Revised Contract Amount		\$917,797.15
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		March 10, 2011
Revised Contract Completion Date		March 10, 2011
RSCCD Board Approval Date		January 14, 2013

_____ 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 SCC Signalization*

Bid No. 1181 P.O. # 12-P0020215

D.S.A. No. N/A

Contractor: Dynalectric

Change Order No. 5

Architect: LPA Inc

Date: December 14, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u></p> <p>Additional grinding at the cross gutters and median islands at the Chapman and Santiago locations to conform to City of Orange standards.</p> <p><u>REASON:</u> City Requirements</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>	\$0.00	\$13,320.26
2.0	<p><u>DESCRIPTION:</u></p> <p>Labor and materials to apply Type 2 slurry seal at Highbrook entry gates located at home owners' entrance.</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>	\$0.00	\$9,960.28
3.0	<p><u>DESCRIPTION:</u></p> <p>Deductive change order to clear balance of allowance not used.</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>	\$1,375.15	
Sub-Total		\$1,375.15	\$23,280.54
Total			\$21,905.39

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Adoption of Resolution No. 12-78 – Plumbing for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Adoption	

**BACKGROUND:**

On March 22, 2010, the Board awarded a contract to Interpipe Construction, Inc. for Bid #1140, plumbing for the Loop Road Extension at Santiago Canyon College.

**ANALYSIS:**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 12-78 as well as Exhibit A.

Resolution 12-78 and Change Order #7 as outlined, decreases the contract by \$2,000.00. The revised contract amount is \$155,523.45. 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 95.67% 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. 12-78, Interpipe Construction, Inc. for Bid #1140, plumbing for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	-\$2,000.00	Board Date: January 14, 2013
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 INTERPIPE  
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO  
CANYON COLLEGE LOOP ROAD EXTENSION**

**RESOLUTION NO. 12-78**

**WHEREAS**, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Loop Road Extension at Santiago Canyon College, (“Project”) to Interpipe Contracting, Inc. (“Contractor”);

**WHEREAS**, subsequent to the award of the contract for the Project, it was determined that additional work was not necessary on the Project (“Change Order”). 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 -\$2,000.00 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 14<sup>th</sup> day of January, 2013, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

I, Arianna P. Barrios, 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, Lawrence R. Labrado, 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 14<sup>th</sup> day of January, 2013, 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 14<sup>th</sup> day of January, 2013.

\_\_\_\_\_  
Clerk of the Board of Trustees  
Rancho Santiago Community College District

**EXHIBIT "A"**

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

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Loop Road Extension	Bid No. 1140	P.O. # 10-P0014554	
	D.S.A. No.	04-110594	
Contractor: Interpipe	Change Order No. 7		
Architect: LPA Inc.	Date: December 12, 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		\$79,480.00
Previous Change Orders	\$78,043.45	
This Change Order	-\$2,000.00	
Total Change Orders		\$76,043.45
Revised Contract Amount		\$155,523.45
Previous Time Extensions	4 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		4 calendar days
Original Completion Date		October 5, 2011
Revised Contract Completion Date		October 9, 2011
RSCCD Board Approval Date		January 14, 2013

_____ 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 Loop Road Extension		Bid No. 1140	P.O. # 10-P0014554
Contractor: Interpipe		D.S.A. No. 04-110594	
Architect: LPA Inc.		Change Order No. 7	
		Date: December 12, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Deductive change order to clear allowance not used on project.  <u>REASON:</u> Field Condition  <u>REQUESTOR:</u> District  <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$2,000.00	
Sub-Total		\$2,000.00	\$0.00
Total			-\$2,000.00

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Adoption of Resolution No. 12-79 – Landscaping for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

**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 12-79 as well as Exhibit A.

Resolution 12-79 and Change Order #5 as outlined, increases the contract by \$6,481.32. The revised contract amount is \$452,653.00. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 16.11% 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. 12-79, Tropical Plaza Nursery, Inc. for Bid #1134, landscaping for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$6,481.32	Board Date: January 14, 2013
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. 12-79**

**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 irrigation and planting 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 \$6,481.32 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 14th of January, 2013, by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_  
ABSTAINED: \_\_\_\_\_

I, Arianna P. Barrios, 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, Lawrence R. Labrado, 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 14th day of January, 2013, 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 14th day of January, 2013.

\_\_\_\_\_  
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***

<b>CHANGE ORDER</b>		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	
	D.S.A. No. 04-110212		
Contractor: Tropical Plaza Nursery, Inc.	Change Order No. 5		
Architect: LPA Inc	Date: December 14, 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	\$56,348.68	
This Change Order	\$6,481.32	
Total Change Orders		\$62,830.00
Revised Contract Amount		\$452,653.00
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 29, 2011
RSCCD Board Approval Date		January 14, 2013

_____ 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
	D.S.A. No. 04-110212	
Contractor: Tropical Plaza Nursery, Inc.	Change Order No. 5	
Architect: LPA Inc	Date: December 14, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Added irrigation and planting for approximately 743 square feet of area at the new berm added in RFI H-474</p> <p><u>REASON:</u> Out of Scope</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$6,481.32
Sub-Total		\$0.00	\$6,481.32
Total			\$6,481.32

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Adoption of Resolution No. 12-80 – Plumbing for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

**BACKGROUND:**

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

**ANALYSIS:**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 12-80 as well as Exhibit A.

Resolution 12-80 and Change Order #7 as outlined, increases the contract by \$13,644.19. The revised contract amount is \$838,959.18. 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 11.11% 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. 12-80, Interpipe Construction, Inc. for Bid #1140, plumbing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$13,644.19	Board Date: January 14, 2013
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 INTERPIPE  
CONTRACTING, INC. FOR CERTAIN ADDITIONAL WORK AT THE SANTIAGO  
CANYON COLLEGE HUMANITIES BUILDING**

**RESOLUTION NO. 12-80**

**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 Interpipe Contracting, Inc. (“Contractor”);

**WHEREAS**, subsequent to the award of the contract for the Project, it was determined that additional work including running additional fire waterline was necessary on the Project (“Change Order”). 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 \$13,644.19 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 14<sup>th</sup> day of January, 2013 by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

I, Arianna P. Barrios, 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, Lawrence R. Labrado, 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 14<sup>th</sup> day of January, 2013, 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 14<sup>th</sup> day of January, 2013

\_\_\_\_\_  
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***

<b>CHANGE ORDER</b>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1140	P.O. # 10-P0014548
Contractor: Interpipe	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	7	
	Date:	December 14, 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		\$755,060.00
Previous Change Orders	\$70,254.99	
This Change Order	\$13,644.19	
Total Change Orders		\$83,899.18
Revised Contract Amount		\$838,959.18
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 5, 2011
Revised Contract Completion Date		October 5, 2011
RSCCD Board Approval Date		January 14, 2013

_____ 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. 1140	P.O. # 10-P0014548
Contractor: Interpipe		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 7	
		Date: December 14, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Additional excavating, labor and materials to run 6 feet of 8" firewater line from point of connection to relocated fire hydrant.  <u>REASON:</u> Field Conditions  <u>REQUESTOR:</u> Architect  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$13,644.19
Sub-Total		\$0.00	\$13,644.19
Total			\$13,644.19

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Adoption of Resolution No. 12-81 – Concrete for the Loop Road Extension 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 Loop Road Extension at Santiago Canyon College.

**ANALYSIS:**

During the course of construction certain changes to the scope of work for this project were required. The specific changes, reasons for the changes and cost impacts are noted in the attached Resolution 12-81 as well as Exhibit A.

Resolution 12-81 and Change Order #7 as outlined, increases the contract by \$2,622.49. The revised contract amount is \$430,941.77. 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 39.93% 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. 12-81, Guy Yocom Construction, Inc. for Bid #1136, concrete for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	\$2,622.49	Board Date: January 14, 2013
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 LOOP ROAD EXTENSION**

**RESOLUTION NO. 12-81**

**WHEREAS**, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work at the Loop Road Extension at Santiago Canyon College, (“Project”) to Guy Yocom Construction, 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 adding a safety guardrail. 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 \$2,622.49 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 14th day of January, 2013, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

I, Arianna P. Barrios, 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, Lawrence R. Labrado, 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 14th day of January, 2013, 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 14th day of January, 2013.

\_\_\_\_\_  
Clerk of the Board of Trustees  
Rancho Santiago Community College District

**EXHIBIT "A"**

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

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Loop Road Extension	Bid No. 1136	P.O. # 10-BP000257	
	D.S.A. No. 04-110594		
Contractor: Guy Yocom Construction	Change Order No. 7		
Architect: LPA Inc	Date: December 14, 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		\$307,950.00
Previous Change Orders	\$120,369.28	
This Change Order	\$2,622.49	
Total Change Orders		\$122,991.77
Revised Contract Amount		\$430,941.77
Previous Time Extensions	5 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		7 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 26, 2011
RSCCD Board Approval Date		January 14, 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

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Loop Road Extension		Bid No. 1136	P.O. # 10-BP000257
		D.S.A. No. 04-110594	
Contractor: Guy Yocom Construction		Change Order No. 7	
Architect: LPA Inc		Date: December 14, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Added safety guardrail for safety concerns as directed in CCD6R1  <u>REASON:</u> Field Conditions  <u>REQUESTOR:</u> District  <u>TIME EXTENSION:</u> ADDS 0 calendar days	\$0.00	\$2,622.49
Sub-Total		\$0.00	\$2,622.49
Total			\$2,622.49

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Additional Construction Management Services for various Santiago Canyon College Construction Projects	
Action:	Request for Approval	

**BACKGROUND:**

On November 16, 2009, the Board of Trustees awarded a contract to Seville Construction Services, Inc. for construction management services for the construction of Santiago Canyon College Humanities and the Athletic/Aquatic Complex and the construction of several site improvement projects (new student parking lot and access roads). These projects are being constructed using the multi-prime delivery method.

**ANALYSIS:**

As noted in the attached correspondence from Seville Construction Services, they're requesting to add the cost of Southern California Edison (SCE) temporary electrical service power, back into their General Conditions. Per the contract this cost was to be paid by the District directly to SCE for the construction power and it was not included in Seville's General Conditions and reimbursable expenses. This expenditure is from January 2010 through March 2012 in the amount of \$33,181.00. Seville is requesting approval to increase their General Conditions allowance for (5) additional months from January 2013 to June 2013 for \$37,517.00 to accommodate the electrical service charges that were previously paid through their General Conditions.

District staff has reviewed the recommendations and concur that these services are necessary for completion of the projects.

**RECOMMENDATION:**

It is recommended that the Board of Trustees amend and increase Seville Construction Services agreement in the amount of \$37,517.00 as presented.

Fiscal Impact:	\$37,517.00	Board Date: January 14, 2013
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	



Seville Construction Services, Inc.  
Rancho Santiago Community College District  
Construction Management Team

Santiago Canyon College Project Office  
8045 East Chapman Ave  
Orange, CA 92869

t. 714. 639. 9570  
f. 714. 639. 0103

www.sevillecs.com

Design > Innovate > Build > Deliver >

November 19, 2012

Mr. Darryl Odum  
Director of Construction Support Services  
Rancho Santiago Community College District  
2323 North Broadway, suite 112  
Santa Ana, Ca 92706

**RE: SANTIAGO CANYON COLLEGE PROJECTS  
ADDITIONAL GENERAL CONDITIONS EXPENSE REQUEST**

Dear Darryl,

Thank you for your support for this additional General Conditions request. It will allow SCS to continue to provide the district with services on the current projects at Santiago Canyon College; Humanities and Site Improvement projects (Chapman Phase 2, Video Surveillance and Fiber Infrastructure).

This request is to add the cost of Southern California Edison (SCE) temporary electrical power back to our existing General Conditions. Per our contract, this vendor should have been paid for by the district directly and assume the billing from SCE for construction power, once the Science Building was completed. It was the District's intent to move the billing party back to the District, and was not included in Seville's General Conditions and Reimbursable expense proposal for the CM contract on the new projects. (See attach)

This expenditure is from January 2010 through March 2012 from our existing General Conditions in the amount of \$33,181 (this is not the power to the temporary electrical poles/transformers)

Seville is requesting, with the district approval, to increase our General Conditions allowance to accommodate the electrical service charges that were previously charged and been paid through our General Conditions.

- We anticipate that we will need 5 months of General Conditions starting in January 2013 and completing in June 2013 for a total of \$37,517.00

Please accept this request and contact me with any questions that you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Roberts".

Jerry Roberts  
Project Director  
Seville Construction Services

CC: Jeff Flores (SCS)

File: 12-SCS

Attachments: Exhibit 1 (Original GC's), Exhibit 2 Revise GC's

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Change Order #7 Bid #1136 – Concrete for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

On April 11, 2011, the Board awarded a contract to Guy Yocom Construction, Inc. for Bid #1136, concrete for the Humanities Building at Santiago Canyon College. 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 Change Order #7.

Change Order #7 increases the contract by \$8,897.39. The revised contract amount is \$1,374,176.57. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 5.47% 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 #1136 for Guy Yocom Construction, Inc., concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$8,897.39	Board Date: January 14, 2013
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	

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building	Bid No. 1136	P.O. # 10-BP000253	
	D.S.A. No.	04-110212	
Contractor: Guy Yocom Construction	Change Order No.	7	
Architect: LPA Inc	Date:	December 14, 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		\$1,302,900.00
Previous Change Orders	\$62,379.18	
This Change Order	\$8,897.39	
Total Change Orders		\$71,276.57
Revised Contract Amount		\$1,374,176.57
Previous Time Extensions	11 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		11 calendar days
Original Completion Date		October 19, 2011
Revised Contract Completion Date		October 30, 2011
RSCCD Board Approval Date		January 14, 2013

\_\_\_\_\_  
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

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Santiago Canyon College Humanities Building		Bid No. 1136	P.O. # 10-BP000253
		D.S.A. No. 04-110212	
Contractor: Guy Yocom Construction		Change Order No. 7	
Architect: LPA Inc		Date: December 14, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Labor and materials to extend existing planter wall at the north west side of site next to Building A, as shown in RFI H-653.  <u>REASON:</u> Field Conditions  <u>REQUESTOR:</u> District  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$8,897.39
Sub-Total		\$0.00	\$8,897.39
Total			\$8,897.39

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Change Order #10, Bid #1139 – Electricity for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

On March 22, 2010, the Board awarded a contract to Dynalectric for Bid #1139, electricity 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 #10.

Change Order #10 increases the contract by \$5,859.00. The revised contract amount is \$3,787,052.78. 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 4.67% 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 #10, Bid #1139 for Dynalectric, electricity for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$5,859.00	Board Date: January 14, 2013
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	

<b>CHANGE ORDER</b>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1139	P.O. # 10-BP000225
Contractor: Dynalectric	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	10	
	Date:	December 14, 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		\$3,617,900.00
Previous Change Orders	\$163,293.78	
This Change Order	\$5,859.00	
Total Change Orders		\$169,152.78
Revised Contract Amount		\$3,787,052.78
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 24, 2011
Revised Contract Completion Date		September 24, 2011
RSCCD Board Approval Date		January 14, 2013

_____ 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. 1139	P.O. # 10-BP000225
Contractor: Dynalectric		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 10	
		Date: December 14, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Remove and replace four existing light fixtures in existing metal panels on west side of Science Building as directed in RFI H-436  <u>REASON:</u> Not in scope  <u>REQUESTOR:</u> Architect  <u>TIME EXTENSION:</u> 0 calendar days		\$5,859.00
Sub-Total		\$0.00	\$5,859.00
Total			\$5,859.00

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Change Order #10, Bid #1139 – Electricity for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board awarded a contract to Dynalectric, Inc., for Bid #1139, electricity 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 #10.

Change Order #10 increases the contract by \$14,316.29. The revised contract amount is \$1,298,253.49. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 8.19% 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 #10, Bid #1139 for Dynalectric, Inc., electricity for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$14,316.29	Board Date: January 14, 2013
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	

<b>CHANGE ORDER</b>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1139	P.O. # 10-BP000226
Contractor: Dynalectric	D.S.A. No.	04-109232	
Architect: The Austin Company	Change Order No.	10	
	Date:	December 14, 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		\$1,200,000.00
Previous Change Orders	\$83,937.20	
This Change Order	\$14,316.29	
Total Change Orders		\$98,253.49
Revised Contract Amount		\$1,298,253.49
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 25, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		January 14, 2013

_____ 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. 1139	P.O. # 10-BP000226
	D.S.A. No. 04-109232	
Contractor: Dynalectric	Change Order No. 10	
Architect: The Austin Company	Date: December 14, 2012	

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide power to condensate pumps in room 114, 119 and 206 per request for information 408 response</p> <p><u>REASON:</u> Allow removal of condensation from split units</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,142.01
2.0	<p><u>DESCRIPTION:</u> Provide labor and material to provide power to storefront doors</p> <p><u>REASON:</u> Allow doors to operate per manufacturer recommendation (Scope gap in documents)</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$8,247.00
3.0	<p><u>DESCRIPTION:</u> Provide labor and material to install disconnect switch for 110V circuit feeding elevator cab lighting</p> <p><u>REASON:</u> Additional protection to the light fixtures required by state elevator inspector</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$539.03
4.0	<p><u>DESCRIPTION:</u> Provide labor to remove irrigation water from Southern California Edison Vault (Unforeseen Condition)</p> <p><u>REASON:</u> Rain water needed to be removed from existing vault due to a safety hazard</p> <p><u>REQUESTOR:</u> District</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$998.54

# 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. 1139

P.O. # 10-BP000226

D.S.A. No. 04-109232

Contractor: Dynalectric

Change Order No. 10

Architect: The Austin Company

Date: December 14, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
5.0	<p><u>DESCRIPTION:</u> Provide labor and material to reroute conduit and wiring for two light poles outside of building due to discrepancies between civil and landscape drawings</p> <p><u>REASON:</u> Work was required to complete lighting installation</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,389.71
Sub-Total		\$0.00	\$14,316.29
Total			\$14,316.29

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

To:	Board of Trustees	Date: October 10, 2011
Re:	Approval of Change Order #2, Bid #1141 – HVAC for the Athletic/Aquatic Complex 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 Athletic/Aquatic Complex at Santiago Canyon College.

**ANALYSIS:**

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

Change Order #2 increases the contract by \$8,751.37. The revised contract amount is \$845,270.43. 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 3.65% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

**RECOMMENDATION:**

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

Fiscal Impact:	\$8,751.37	Board Date: January 14, 2013
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	

<b>CHANGE ORDER</b>		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project: Aquatic & Athletic Center Project at Santiago Canyon College	Bid No.	1141	P.O. # 10-BP000250
	D.S.A. No.	04-109232	
Contractor: Westech Mechanical, Inc	Change Order No.	2	
Architect: The Austin Company	Date:	December 14, 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		\$815,500.00
Previous Change Orders	\$21,019.06	
This Change Order	\$8,751.37	
Total Change Orders		\$29,770.43
Revised Contract Amount		\$845,270.43
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		December 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		January 14, 2013

_____ 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. 1141	P.O. # 10-BP000250
Contractor: Westech Mechanical, Inc		D.S.A. No. 04-109232	
Architect: The Austin Company		Change Order No. 2	
		Date: December 14, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Provide labor and material to install heating flues per change directive 63  <u>REASON:</u> Extract the heat from inside the pool equipment room  <u>REQUESTOR:</u> Architect  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$8,751.37
Sub-Total		\$0.00	\$8,751.37
Total			\$8,751.37

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Change Order #6, Bid #1144 – Roofing for the Athletic/Aquatic Complex at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND:**

On March 22, 2010, the Board awarded a contract to Troyer Contracting Co., Inc. for Bid #1144, roofing 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 #6.

Change Order #6 increases the contract by \$3,756.73. The revised contract amount is \$838,809.91. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 6.46% 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 Co., Inc., roofing for the Athletic/Aquatic Complex at Santiago Canyon College as presented.

Fiscal Impact:	\$3,756.73	Board Date: January 14, 2013
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	

<b>CHANGE ORDER</b>	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Athletic/Aquatic Center Project at Santiago Canyon College	Bid No. 1144	P.O. # 10-P0014699
Contractor: Troyer Contracting Co Inc	D.S.A. No. 04-109232		
Architect: The Austin Company	Change Order No. 6	Date: December 17, 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		\$787,928.00
Previous Change Orders	\$47,125.18	
This Change Order	\$3,756.73	
Total Change Orders		\$50,881.91
Revised Contract Amount		\$838,809.91
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		October 7, 2011
Revised Contract Completion Date		
RSCCD Board Approval Date		January 14, 2013

_____ 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: Athletic/Aquatic Center Project at Santiago Canyon College

Bid No. 1144 P.O. # 10-P0014699

D.S.A. No. 04-109232

Contractor: Troyer Contracting Co Inc

Change Order No. 6

Architect: The Austin Company

Date: December 17, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide labor and material for additional 150 sqft of composite metal panels</p> <p><u>REASON:</u> Additional panels were required to line up panels and north and south storefront entries</p> <p><u>REQUESTOR:</u> Architect</p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$3,756.73
	Sub-Total	\$0.00	\$3,756.73
	Total		\$3,756.73

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Change Order #11, 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 #11.

Change Order #11 increases the contract by \$14,173.72. The revised contract amount is \$1,239,549.12. 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 4.51% 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 #11, Bid #1147 for Inland Empire Architectural Specialties, interiors for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$14,173.72	Board Date: January 14, 2013
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	

<b>CHANGE ORDER</b>	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.	11	
	Date:	December 14, 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	\$39,375.40	
This Change Order	\$14,173.72	
Total Change Orders		\$53,549.12
Revised Contract Amount		\$1,239,549.12
Previous Time Extensions	1 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		January 14, 2013

_____ 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. 11	
		Date: December 14, 2012	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u>  CCD 53 changed projector to heavy duty type, deductive change received from Blazing Steel for original scope  <u>REASON:</u> Field Conditions  <u>REQUESTOR:</u> Architect  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$12,131.55
2.0	<u>DESCRIPTION:</u>  Material cost to change to floor mounted toilet partitions from ceiling hung, as directed in CCD 22  <u>REASON:</u> Field Conditions  <u>REQUESTOR:</u> Architect  <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$6,258.28
3.0	<u>DESCRIPTION:</u>  Credit for standard paper towel dispensers as shown in CCD 42  <u>REASON:</u> Field Conditions  <u>REQUESTOR:</u> District  <u>TIME EXTENSION:</u> ADDS 0 calendar days	-\$4,216.11	
Sub-Total		-\$4,216.11	\$18,389.83
Total			\$14,173.72

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of Change Order #11, 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 #11.

Change Order #11 increases the contract by \$3,219.12. The revised contract amount is \$2,030,617.18. 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 2.55% 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 #11, Bid #1146 for Inland Building Construction Co., framing and elevators for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$3,219.12	Board Date: January 14, 2013
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	

<b>CHANGE ORDER</b>		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. 11		
Architect: LPA Inc	Date: December 14, 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	\$47,398.06	
This Change Order	\$3,219.12	
Total Change Orders		\$50,617.18
Revised Contract Amount		\$2,030,617.18
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 21, 2011
RSCCD Board Approval Date		January 14, 2013

_____ 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

D.S.A. No.

04-110212

Contractor: Inland Building Construction Co

Change Order No.

11

Architect: LPA Inc

Date:

December 14, 2012

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Labor and materials to fur out 6" drain to eliminate drain pipe being exposed through window as directed in RFI H-522</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	\$613.41
2.0	<p><u>DESCRIPTION:</u> Labor and materials to reframe 12" wall on Science Building not shown on plans.</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	\$2,605.71
Sub-Total		\$0.00	\$3,219.12
Total			\$3,219.12

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

To:	Board of Trustees	Date: January 14, 2013
Re:	Approval of reduction of retention by 50% - Blazing Industrial Steel Bid #1138 – Structural Steel for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

**BACKGROUND**

On March 22, 2010, the Board awarded a contract to Blazing Industrial Steel, Inc. for Bid #1138, Structural Steel for the Humanities Building at Santiago Canyon College.

**ANALYSIS**

During the course of construction Blazing Industrial Steel has completed the scope of work outlined in Bid #1138 for the Humanities Building at Santiago Canyon College. Seville Construction negotiated an agreement with Blazing Steel to not pursue a monetary claim to the District for this extended period of construction for the general conditions contract. The project has gone well beyond their original construction schedule. As a result of that agreement, Blazing Industrial Steel is requesting approval to have 50% of their retention released at this time prior to Notice of Completion. Blazing Industrial Steel's total contract to date including change orders is \$3,439,226.12. The 10% retention amount being held in an escrow account at First California Bank is \$343,923.00 plus interest. Blazing Industrial Steel is requesting release of 50% of the retention amount which is approximately \$171,961.50.

The request is considered fair, reasonable and within industry standards by the Architect, Construction Manager and staff.

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the release of 50% of the retention amount for Blazing Industrial Steel Inc., Bid # 1138 structural steel for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: January 14, 2013
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	



December 14, 2012

Seville Construction Services  
Attn: Jerry Roberts  
c/o Santiago Community College  
8045 E Chapman Ave  
Orange CA 92866

RE: Santiago Community College Humanities Building  
Release of Retention

Jerry:

In response to your letter dated September 26, 2012, Blazing Industrial Steel accepts the offer of a 50% retention reduction on the Humanities Building, with the following stipulation. Immediately following Board approval on January 14, 2013, no later than January 15, 2013, the Rancho Santiago Community College District will e-mail and mail a letter authorizing the release of funds held in the securities account at First California Bank.

If our stipulation above is not met, the offer and agreement will be null and void as of January 15, 2013 and the offer considered rejected.

Sincerely,

  
Fernando Herrera  
President



# RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

2323 N. Broadway, Santa Ana, CA 92706-1640  
(714) 480-7511

## Summary of Earnings PROGRESS PAYMENT NO.

26R

Page 2 of 2

From: January 1, 2013 to January 15, 2013

Project: Humanities Building		D.S.A. No. 04-110212	
Contractor: Blazing Industrial Steel, Inc.		Bid No. 1138-Structural Steel	
Architect: LPA, Inc		P.O. No. 10-P0014485	

ITEM	DESCRIPTION	CONTRACT	BILLED TO DATE		CURRENT BILLING	TOTAL BILLED	
		AMOUNT (SOV)	DOLLARS	%		DOLLARS	%
I.	<b>GENERAL</b>						
1A	Bond	\$37,300.00	\$37,300.00	100%		\$37,300.00	100%
1B	General Conditions	\$20,000.00	\$20,000.00	100%		\$20,000.00	100%
1C	Mobilization	\$16,000.00	\$16,000.00	100%		\$16,000.00	100%
1D	Allowance - Monetary	\$45,000.00	\$32,686.00	73%		\$32,686.00	73%
1E	Allowance - 5 T Structural Steel	\$15,000.00	\$15,000.00	100%		\$15,000.00	100%
1F	Shop Drawings	\$96,700.00	\$96,700.00	100%		\$96,700.00	100%
1G	Allowance - 152 Lf. Stainless Stl.Railing	\$35,000.00	\$33,271.63	95%		\$33,271.63	95%
1H	Allowance - 150 Sf. Stainless Stl.Plank	\$5,000.00		0%		\$0.00	0%
II	<b>Structural Steel</b>						
14A	Structural Steel Mat. Foundation	\$229,000.00	\$229,000.00	100%		\$229,000.00	100%
14B	Structural Steel Material 2nd Fl.	\$315,000.00	\$315,000.00	100%		\$315,000.00	100%
14C	Structural Steel Material 3rd Fl.	\$255,000.00	\$255,000.00	100%		\$255,000.00	100%
14D	Structural Steel Roof	\$240,000.00	\$240,000.00	100%		\$240,000.00	100%
14E	Structural Steel Fab. Foundation	\$128,000.00	\$128,000.00	100%		\$128,000.00	100%
14F	Structural Steel Fab. 2nd Fl.	\$175,000.00	\$175,000.00	100%		\$175,000.00	100%
14G	Structural Steel Fab. 3rd Fl.	\$145,000.00	\$145,000.00	100%		\$145,000.00	100%
14H	Structural Steel Roof	\$135,000.00	\$135,000.00	100%		\$135,000.00	100%
14I	Erection Foundation	\$74,000.00	\$74,000.00	100%		\$74,000.00	100%
14J	Erection 2nd Floor	\$92,000.00	\$92,000.00	100%		\$92,000.00	100%
14K	Erection 3rd Floor	\$75,000.00	\$75,000.00	100%		\$75,000.00	100%
14L	Erection Roof	\$69,000.00	\$69,000.00	100%		\$69,000.00	100%
14M	Steel Stairs & Railing	\$151,000.00	\$135,900.00	90%		\$135,900.00	90%
14N	Misc Steel	\$58,000.00	\$58,000.00	100%		\$58,000.00	100%
14O	Stainless Steel Stair & Balcony rail	\$260,000.00	\$130,000.00	50%		\$130,000.00	50%
14P	Bridge Glass Rail System	\$110,000.00	\$110,000.00	100%		\$110,000.00	100%
14Q	Bridge System	\$150,000.00	\$150,000.00	100%		\$150,000.00	100%
III	<b>METAL DECKING</b>						
21A	Metal Decking Material	\$244,000.00	\$244,000.00	100%		\$244,000.00	100%
21B	Metal Decking Erection	\$131,000.00	\$131,000.00	100%		\$131,000.00	100%
	<b>SUB-TOTAL</b>	<b>\$3,306,000.00</b>	<b>\$3,141,857.63</b>	<b>95%</b>	<b>\$0.00</b>	<b>\$3,141,857.63</b>	<b>95%</b>
77	Additive Change Order #1	\$1,600.00	\$1,600.00	100%		\$1,600.00	100%
78	Additive Change Order #2	\$46,588.00	\$46,588.00	100%		\$46,588.00	100%
79	Additive Change Order #3	\$34,579.00	\$34,579.00	100%		\$34,579.00	100%
80	Additive Change Order #4	\$5,168.93	\$5,168.93	100%		\$5,168.93	100%
81	Additive Change Order #5	\$17,769.57	\$17,769.57	100%		\$17,769.57	100%
82	Additive Change Order #6	\$9,150.85	\$9,150.85	100%		\$9,150.85	100%
83	Additive Change Order #7	\$1,274.33	\$1,274.33	100%		\$1,274.33	100%
84	Additive Change Order #8	\$17,095.00	\$17,095.00	100%		\$17,095.00	100%
	<b>SUB-TOTAL</b>	<b>\$133,225.68</b>	<b>\$133,225.68</b>	<b>100%</b>	<b>\$0.00</b>	<b>\$133,225.68</b>	<b>100%</b>
	<b>GRAND TOTAL</b>	<b>\$3,439,225.68</b>	<b>\$3,275,083.31</b>	<b>95%</b>	<b>\$0.00</b>	<b>\$3,275,083.31</b>	<b>95%</b>

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

**NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.**

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**Identifying Information**

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Name of Claimant: Blazing Industrial Steel, Inc.

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Name of Customer: Rancho Santiago Community College District

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Job Location: Rancho Santiago College Humanities Bldg - 8045 E Chapman Ave, Orange, CA

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Owner: Rancho Santiago Community College District

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Through Date: 01/15/2013

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**Conditional Waiver and Release**

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

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Maker of Check: Rancho Santiago Community College District

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Amount of Check: \$ 163,754.17

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Check Payable to: Blazing Industrial Steel, Inc.

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**Exceptions**

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This document does not affect any of the following:

- (1) Retentions.
  - (2) Extras for which the claimant has not received payment.
  - (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
    - Date(s) of waiver and release: 12/31/2012
    - Amount(s) of unpaid progress payment(s): \$ 157,919.97
  - (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.
- 

**Signature**

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Claimant's Signature: *Theresa P. ...*

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Claimant's Title: Contract Administrator

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Date of Signature: 12/14/2012

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7/1/12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Board Meeting: January 14, 2013

INDEPENDENT CONTRACTORS

Rebecca Ruiz

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Service: Consulting services to provide training and presentations for Student Mental Health Program (SMHP) grant

Date(s) of Service: March 1, 2013 through May 31, 2014

Fee: Estimated at \$37,500.00

Requested by: John Hernandez

Funded by: SCC-Health Center/Psychological Services  
12-2552-644000-29600-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 15th of January, 2013 by and between Rebecca Ruiz herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

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

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

**CONSULTING SERVICES TO PROVIDE TRAINING AND PRESENTATIONS FOR STUDENT MENTAL HEALTH PROGRAM (SMHP) GRANT PER SCOPE OF WORK DATED 12/11/12**

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

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at Thirty Seven Thousand Five Dollars & No Cents (\$37,500.00).

The contracted services are to commence on or about March 1, 2013 and to be completed on or about, but not later than May 31, 2014.

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

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

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

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

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

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

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

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

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

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO  
COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Tracey Conner-Crabbe  
Printed Name

\_\_\_\_\_  
Title

Director of Purchasing Services  
Title

\_\_\_\_\_  
Address City/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Santiago Canyon College (SCC)  
Student Mental Health Program (SMHP)  
Independent Contractor Position**

**December 11, 2012**

**Scope of Work**

**Dates of Service: March 1, 2013 – May 31, 2014**

**I. Active Minds SCC Chapter**

- A) Establish and maintain an Active Minds campus chapter, help with weekly meetings**
- B) Conduct outreach and recruitment of students to participate in Active Minds and help facilitate student leadership**
- C) Coordinate mental health awareness, education, and promotion activities at least once per semester.**

**II. National College Health Assessment (NCHA)**

- A) Coordinate and assist with conducting the NCHA Study**
- B) Education of student leaders regarding NCHA measure**

**III. Kognito Interactive Programs**

- A) Assist with the outreach efforts to faculty and staff during flex week, email notices, and presentations at department meetings.**
- B) Introduce the Kognito training programs to the campus community and facilitate and promote use of training among all faculty, staff, administrators, and student leaders.**
- C) Assist with facilitating interest for Kognito training programs**

**IV. Campus Mental Health Events**

- A) *Paws for Stress Relief* – assistance with coordination and facilitation of event each semester during finals week (i.e., scheduling tent rental and installation, agency coordination, facilitation of student leaders, provisions for event, etc.)**
- B) Assistance with coordination of campus trainings, presentations, outreach events from *The Center* for the campus LGBT Club and Safe Space (to be coordinated with Corinna Evett).**
- C) Assistance with coordination of presentations and outreach events from the Vet Center/VA Suicide Prevention for SCC Veterans Program (to be coordinated with Andrea Garcia).**

**V. Mental Health Awareness Videos**

- A) Assistance with campus-wide campaign for monitor screens featuring mental health awareness information (e.g., Half Of Us as possible referral)**

**VI. Campus Trainings**

- A) Assistance in coordination of relevant campus trainings provided (e.g., TAT/CIT, OCDE, ASIST, NaBITA, The Center, etc.)**
- B) Assistance with development of the SMHP Regional Strategizing Forum**
- C) Develop communication and collaboration with mental health organizations, advocates, and practitioners**

D) Assistance with the development of MOUs with local County Mental Health Agency and The Center LGBT for student referral services (especially psychotherapy and medication services with County Mental Health).

VII. Utilization of Software – specifically, district email with Outlook and the shared drive to facilitate campus communications and access to presentations provided.

Contractor Name: Rebecca Ruiz

Contractor Signature: 

Date: 12/11/12

Project Director Name: Melissa Campitelli-Smith

Project Director Signature: 

Date: 12/11/12

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
Board Meeting: January 14, 2013

INDEPENDENT CONTRACTORS

Public Health Preventative Care Consulting Inc.  
(PHPC)

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work

Service: Consulting services to provide professional and technical assistance to the existing Early Head Start (EHS) program

Date(s) of Service: January 15, 2013 through December 31, 2013

Fee: Estimated at \$25,000.00 at \$65.00/hr

Requested by: Dee Tucker

Funded by: Child Development Services  
33-1273-692000-53329-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 15th of January, 2013 by and between Public Health Preventative Care Consulting Inc (PHPC) herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

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

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

**CONSULTING SERVICES TO PROVIDE PROFESSIONAL AND TECHNICAL ASSISTANCE TO THE EXISTING EARLY HEAD START (EHS) PROGRAM PER SCOPE OF WORK DATED 12/18/12**

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

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at Twenty Five Thousand Dollars & No Cents (\$25,000.00).

The contracted services are to commence on or about January 15, 2013 and to be completed on or about, but not later than December 31, 2013.

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

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

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

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

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

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

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

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

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

**INDEPENDENT CONTRACTOR**

**RANCHO SANTIAGO  
COMMUNITY COLLEGE DISTRICT**

\_\_\_\_\_  
Signature

By \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Tracey Conner-Crabbe  
Printed Name

\_\_\_\_\_  
Title

Director of Purchasing Services  
Title

\_\_\_\_\_  
Address City/State

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SCOPE OF WORK**  
**Health and Nutrition Services for RSCCD Early Head Start**

**SERVICES:** *These consultant services may include, but not be limited to:*

*Assist in meeting the Early Head Start Performance Standards by providing health and/or nutrition education, health and/or nutrition consults with families, and EHS activity programming for Santa Ana College Early Childhood Education Center (SAC) and home visits as needed and/or requested by referrals.*

As referrals are provided by SAC and EHS partners such as RSCCD, SAC, MOMS Orange County, and Help Me Grow, provide health and/or nutrition education for moms and their children and input data into Child Plus and medical records for families.

Coordinate with EHS to provide parent/family health and/or nutrition education workshops/meetings on topics such as: providing nutritious snacks, meals, beverages for infants and toddlers, how to cook nutritious meals for infants and toddlers, accessing nutritious foods on a budget, health and more.

Assist in the coordination of health and/or nutrition services between the community partners, center-based, and home-based components of the program as needed.

Assist all partners to problem solve difficulties that may arise related to health and/or nutrition services and delivery.

Review and monitor documentation and record-keeping practices to assure compliance with Head Start Performance Standards. Propose any additions or revisions needed.

Assist in finding health and/or nutritional services resources for program and individual children enrolled in Early Head Start as needed.

Serve as a resource to staff for enrolled children with special needs (as applicable to health and/or nutritional needs).

Coordinate the provision of required health and/or nutrition screenings and other activities within the required Early Head Start time constraints.

Participate on a regular basis at 1) case management consultation meetings; 2) Service Area Plan meetings; 3) Home-Based socializations; and 4) any other meetings designed to assist in meeting the Head Start Performance Standards.

Input and monitor documentation and timelines for all enrolled children using the Child Plus data system.

Communicate with staff via meetings/emails/phone calls and report preparation pertaining to EHS services and activities as directed by RSCCD Director.

Rate of **\$65** per hour-not to exceed **384.5 hours** (total of \$ 25,000) from **January 15, 2013** through **December 31, 2013**.

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-BP000260	5,137,000.00	WOODCLIFF CORP	Site Improv - Contracted Svcs	SP	BOND	12/5/2012
13-P0025130	3,646.50	SANTA ANA UNIFIED SCHOOL DIST	Rental - Facility (Short-term)	SP		11/19/2012
13-P0025131	3,000.00	FRS ENVIRONMENTAL	Maint Contract - Other Equip			11/19/2012
13-P0025132	5,000.00	TRANE CO	Contracted Repair Services			11/19/2012
13-P0025133	3,000.00	GMS ELEVATOR	Contracted Repair Services			11/19/2012
13-P0025134	3,233.52	ROURKE MICHAEL D	Contracted Services			11/19/2012
13-P0025135	1,166.43	FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/19/2012
13-P0025136	1,017.24	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			11/19/2012
13-P0025137	1,090.00	SOUTHERN CALIF MARINE INSTITUTE	Other Participant Travel Exp	SP		11/19/2012
13-P0025138	161.63	DAKTRONICS	Software License and Fees			11/19/2012
13-P0025139	270.00	FARONICS TECH US INC	Software Support Service	SP		11/19/2012
13-P0025140	286.41	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		11/19/2012
13-P0025141	1,499.98	FRANKLIN AIR CONDITIONING	Contracted Repair Services			11/19/2012
13-P0025142	25,000.00	ALLSCRIPTS	Software License and Fees	SP		11/19/2012
13-P0025143	299.76	FRANCE CASTING	Instructional Supplies	SP		11/19/2012
13-P0025144	168.09	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		11/19/2012
13-P0025145	2,115.67	ACCUVANT INC	Equipment - Other Contract Svc	SP		11/19/2012
13-P0025146	200.00	CALIFORNIA COMMUNITY COLLEGE MENTAL	Inst Dues & Memberships	SP		11/20/2012
13-P0025147	470.15	AMERICAN COLLEGE HEALTH ASSOC	Inst Dues & Memberships	SP		11/20/2012
13-P0025148	433.58	YOUNG PS ACQUISITIONS, LLC	Instructional Supplies	SP		11/20/2012
13-P0025149	569.20	AMERICAN EXPRESS	Conference Expenses	SP		11/20/2012
13-P0025150	807.78	MEDCO/PATTERSON MEDICAL	Instructional Supplies	SP		11/20/2012
13-P0025151	31.99	MOVIES UNLIMITED	Instructional Supplies	SP		11/20/2012
* 13-P0025152	52,482.00	B & H PHOTO VIDEO INC	Equipment - Federal Progs >200	SP		11/20/2012
13-P0025153	694.24	SCAQMD	Other Licenses & Fees			11/20/2012
13-P0025154	489.05	FOUNDATION FOR CALIFORNIA	Software License and Fees	SP		11/20/2012
13-P0025155	518.31	SCAQMD	Public Agencies' Assess & Fees			11/20/2012
* 13-P0025156	1,172.24	COMMLINE INC	Equip/Software - >\$200 <\$1,000			11/20/2012
13-P0025157	2,330.00	MCT TECHNOLOGY INC.	Software Support Service	SP		11/20/2012
13-P0025158	935.00	DELL COMPUTER	Equip/Software - >\$200 <\$1,000			11/20/2012
13-P0025159	1,337.27	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/20/2012
13-P0025160	134.82	GRAINGER	Instructional Supplies	SP		11/20/2012
13-P0025161	25.00	AMERICAN EXPRESS	Conference Expenses	SP		11/21/2012
13-P0025162	1,500.00	PITNEY BOWES	Non-Instructional Supplies			11/21/2012
13-P0025163	1,000.00	NCH CORP	Non-Instructional Supplies			11/21/2012

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025164	1,200.00	NCH CORP	Non-Instructional Supplies			11/21/2012
13-P0025165	1,070.00	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		11/21/2012
13-P0025166	100.00	HOME DEPOT	Non-Instructional Supplies	SP		11/21/2012
13-P0025167	170.93	1 800 DIAPERS INC	Non-Instructional Supplies	SP		11/21/2012
13-P0025168	430.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		11/21/2012
13-P0025169	1,500.00	PESTAL PETER A.	Maint/Oper Service Agreements			11/21/2012
13-P0025170	47.36	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/21/2012
13-P0025171	4,875.00	CASFAA	Conference Expenses	SP		11/21/2012
13-P0025172	52.00	COMMUNITY COLLEGE WEEK	Books, Mags & Ref Mat, Non-Lib			11/21/2012
13-P0025173	2,476.13	CENGAGE LEARNING/ EDUC. TO GO	Books, Mags & Ref Mat, Non-Lib	SP		11/21/2012
13-P0025174	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/21/2012
13-P0025175	1,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		11/21/2012
13-P0025176	938.88	B2B COMPUTER PRODUCTS LLC	Instructional Supplies	SP		11/21/2012
13-P0025177	193.90	AMAZON COM	Non-Instructional Supplies	SP		11/21/2012
13-P0025178	53.10	PASCO SCIENTIFIC	Instructional Supplies	SP		11/21/2012
13-P0025179	48.23	CDW GOVERNMENT INC.	Instructional Supplies	SP		11/21/2012
13-P0025180	674.97	BUSINESS MACHINES SECURITY	Instructional Supplies	SP		11/21/2012
13-P0025181	136.59	XEROX CORP	Non-Instructional Supplies			11/21/2012
13-P0025182	964.36	APPERSON	Equip/Software - >\$200 <\$1,000			11/21/2012
13-P0025183	743.48	INTUIT INC	Software License and Fees	SP		11/21/2012
13-P0025184	1,939.50	COMPUTERLAND OF SILICON VALLEY	Instructional Software	SP		11/21/2012
13-P0025185	1,070.89	B & H PHOTO VIDEO INC	Instructional Supplies	SP		11/21/2012
13-P0025186	7,500.00	RUIZ REBECCA	Contracted Services	SP		11/26/2012
13-P0025187	750.00	AMERICAN REPROGRAPHICS CO LLC	Buildings - Blueprint/Reprod	SP		11/26/2012
* 13-P0025188	977.78	CN SCHOOL AND OFFICE SOLUTIONS INC	Non-Instructional Supplies	SP		11/26/2012
13-P0025190	15,491.02	D4 SOLUTIONS INC.	Buildings - Contracted Svcs	SP	BOND	11/27/2012
13-P0025191	877.41	TROPICAL PLAZA NURSERY	Contracted Repair Services			11/27/2012
13-P0025192	582.93	COMMLINE INC	Contracted Repair Services			11/27/2012
13-P0025193	9,219.59	IDSC HOLDINGS LLC	Equipment - Federal Progs >200	SP		11/27/2012
13-P0025195	47.98	TAB PRODUCTS CO	Non-Instructional Supplies	SP		11/27/2012
13-P0025197	4,026.00	D4 SOLUTIONS INC.	Buildings - Contracted Svcs	SP	BOND	11/27/2012
13-P0025198	574.25	A TECH TRAINING	Instructional Supplies	SP		11/27/2012
13-P0025199	104.49	LIPPINCOTT WILLIAMS & WILKINS	Books, Mags & Ref Mat, Non-Lib	SP		11/27/2012
13-P0025200	44.50	ORANGE COUNTY BUSINESS JOURNAL	Books, Mags & Ref Mat, Non-Lib			11/27/2012
* 13-P0025201	161.63	SUPER ANTOJITO'S AUTHENTIC MEXICAN FOOD	Food and Food Service Supplies	SP		11/27/2012

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025202	74.38	WISE GUYS PIZZERIA	Food and Food Service Supplies	SP		11/27/2012
13-P0025203	154.00	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		11/27/2012
13-P0025204	6,195.62	RYDIN DECAL	Non-Instructional Supplies	SP		11/27/2012
13-P0025205	130.00	ALBERTSON'S	Food and Food Service Supplies	SP		11/27/2012
13-P0025206	684.24	HEALTH CARE LOGISTICS INC	Instructional Supplies	SP		11/27/2012
13-P0025207	155.19	DON BOOKSTORE	Books, Mags & Ref Mat, Non-Lib	SP		11/27/2012
13-P0025208	10,000.00	CLEAN SOURCE INC	Non-Instructional Supplies			11/28/2012
13-P0025209	5,000.00	SIMS ORANGE WELDING SUPPLY	Instructional Supplies	SP		11/28/2012
13-P0025210	5,000.00	BENNER METALS CORP	Instructional Supplies	SP		11/28/2012
13-P0025211	4,950.00	DON BOOKSTORE	Non-Instructional Supplies	SP		11/28/2012
* 13-P0025212	12,219.62	TREND OFFSET PRINTING	Class Schedules/Printing	SP		11/28/2012
13-P0025213	39.11	KELLY PAPER	Non-Instructional Supplies			11/28/2012
* 13-P0025214	12,485.62	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP	BOND	11/28/2012
13-P0025215	168,000.00	FREEDOM TELECOMMUNICATIONS INC	Telecommunication Circuits	SP		11/28/2012
13-P0025216	2,456.51	WELLS FARGO BANK	Equip/Software - >\$200 <\$1,000			11/28/2012
13-P0025217	59,272.44	CALIF STAGE & LIGHTING	Equipment - Federal Progs >200	SP		11/28/2012
13-P0025218	647.88	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000			11/28/2012
13-P0025219	1,113.13	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/28/2012
13-P0025220	383.73	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		11/29/2012
13-P0025221	316.99	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		11/29/2012
13-P0025222	254.90	SOUTHWEST STRINGS	Instructional Supplies	SP		11/29/2012
13-P0025223	1,000.00	HOME DEPOT	Instructional Supplies	SP		11/29/2012
13-P0025224	1,000.00	MCKESSON GENERAL MEDICAL CORP	Instructional Supplies	SP		11/29/2012
13-P0025225	500.00	ONE SOURCE DISTRIBUTORS INC	Non-Instructional Supplies			11/29/2012
13-P0025226	350.00	PYRO-COMM SYSTEMS INC	Contracted Repair Services	SP		11/30/2012
13-P0025227	100.00	ORANGE COUNTY FIRE AUTHORITY	Security Systems & Services			11/30/2012
13-P0025228	11,375.00	DE LA TORRE COMMERCIAL	Building Improvements	SP		11/30/2012
13-P0025229	1,160.00	DE LA TORRE COMMERCIAL	Site Improvements	SP	BOND	11/30/2012
13-P0025230	24,664.00	PYRO-COMM SYSTEMS INC	Buildings - Contracted Svcs	SP	BOND	11/30/2012
13-P0025231	1,750.00	EMPIRE PARKING LOT SERVICES	Contracted Services	SP		11/30/2012
13-P0025232	1,500.00	BEARCOM	Repair & Replacement Parts			11/30/2012
13-P0025233	1,308.00	CALIF WATERS LLC	Repair & Replacement Parts			11/30/2012
13-P0025235	161.09	GRAINGER	Non-Instructional Supplies	SP		11/30/2012
13-P0025236	46.78	MEDICAL ARTS PRESS	Non-Instructional Supplies	SP		11/30/2012
13-P0025237	41.62	ARACELY MORA	Food and Food Service Supplies	SP		11/30/2012

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025238	166.71	ARACELY MORA	Food and Food Service Supplies	SP		11/30/2012
13-P0025239	120.57	BUSINESS MACHINES SECURITY	Non-Instructional Supplies	SP		11/30/2012
13-P0025240	541.86	SHIFFLER EQUIPMENT SALES INC	Non-Instructional Supplies			11/30/2012
13-P0025241	188.00	COMPUTERLAND OF SILICON VALLEY	Software License and Fees	SP		11/30/2012
13-P0025242	991.84	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/30/2012
13-P0025243	1,239.26	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/30/2012
13-P0025244	3,717.78	DELL COMPUTER	Equipment - Federal Progs >200	SP		11/30/2012
13-P0025245	7,000.00	ORANGE COUNTY PUMP CORP	Maint/Oper Service Agreements			12/3/2012
13-P0025246	3,000.00	CONTROL MAINTENANCE & REPAIR INC	Repair & Replacement Parts			12/3/2012
13-P0025247	2,000.00	SEHI COMPUTER PRODUCTS	Contracted Repair Services			12/3/2012
13-P0025248	130.00	TROPICAL PLAZA NURSERY	Contracted Repair Services	SP		12/3/2012
13-P0025249	236.25	WESTERN POWER SYSTEMS	Contracted Repair Services	SP		12/3/2012
13-P0025250	2,000.00	SEHI COMPUTER PRODUCTS	Contracted Repair Services			12/3/2012
13-P0025251	125.00	ULLOA JOSE VARGAS	Contracted Services	SP		12/3/2012
13-P0025252	250.00	AFP3 ENTERPRISES INC	Contracted Services	SP		12/3/2012
13-P0025253	1,000.00	PHYSICIAN SALES & SVCS	Non-Instructional Supplies	SP		12/3/2012
* 13-P0025254	4,462.60	ELECTRONIX EXPRESS	Equipment - Federal Progs >200	SP		12/3/2012
13-P0025255	841.03	COAST SIGN INC	Contracted Repair Services			12/3/2012
13-P0025256	760.00	ORKIN PEST CONTROL	Contracted Services			12/3/2012
13-P0025257	969.32	DELL COMPUTER	Equipment - Federal Progs >200	SP		12/3/2012
13-P0025258	143,991.00	SEVILLE CONSTRUCTION SVCS INC	Buildings - Construction Mgmt	SP		12/3/2012
13-P0025259	817.36	APPLE COMPUTER INC	Equipment - Federal Progs >200	SP		12/3/2012
13-P0025260	107.75	APCO GRAPHICS INC	Non-Instructional Supplies	SP		12/3/2012
13-P0025261	1,250.00	TRL SYSTEMS INC	Contracted Services			12/3/2012
13-P0025262	1,134.16	EXECUTIVE ENVIRONMENTAL	Buildings - Contracted Svcs	SP	BOND	12/3/2012
13-P0025263	481.30	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000			12/3/2012
13-P0025264	995.00	ESRI INC	Software License and Fees	SP		12/3/2012
13-P0025265	980.63	POCKET NURSE	Instructional Supplies	SP		12/3/2012
13-P0025266	2,088.28	WAXIE SANITARY SUPPLY	Non-Instructional Supplies			12/3/2012
13-P0025267	4,827.67	TROXELL COMM INC	Instructional Supplies	SP		12/3/2012
13-P0025268	101.29	MEDICAL ARTS PRESS	Non-Instructional Supplies	SP		12/4/2012
13-P0025269	1,000.00	ORANGE COUNTY MONSTER CARTS INC	Contracted Repair Services			12/4/2012
13-P0025270	1,800.00	IRVINE BARCLAY THEATRE	Other Participant Travel Exp	SP		12/4/2012
13-P0025271	9,000.00	VILLA ANTONIO	Contracted Services	SP		12/4/2012
13-P0025272	223.00	EL POLLO LOCO, INC	Food and Food Service Supplies	SP		12/5/2012

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

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025273	69,438.00	SEVILLE CONSTRUCTION SVCS INC	Buildings - Construction Mgmt	SP		12/3/2012
13-P0025274	494.01	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		12/5/2012
13-P0025275	426.41	MAUREEN A. ROE	Food and Food Service Supplies	SP		12/5/2012
13-P0025276	139.97	MAPS.COM	Instructional Supplies	SP		12/5/2012
13-P0025277	7,000.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		12/5/2012
13-P0025278	43.08	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			12/5/2012
13-P0025279	30,688.28	METALWORKING SYSTEMS	Equipment - Federal Progs >200	SP		12/5/2012
13-P0025280	750.00	NACCE	Inst Dues & Memberships	SP		12/5/2012
13-P0025281	319.63	WELLS FARGO BANK	Conference Expenses			12/5/2012
13-P0025282	450.00	AMERICAN ASSOC FOR PARALEGAL ED	Inst Dues & Memberships	SP		12/5/2012
13-P0025283	900.00	BRIDGES TRANSITIONS CO	Software License and Fees	SP		12/5/2012
13-P0025284	163.41	SCANTRON CORP	Non-Instructional Supplies	SP		12/5/2012
13-P0025285	893.00	DON BOOKSTORE	Other Exp Paid for Students	SP		12/5/2012
13-P0025286	500.00	ENTERPRISE HOLDINGS INC	Transportation - Student			12/5/2012
13-P0025287	500.00	OFFICE DEPOT BUSINESS SVCS	Instructional Supplies	SP		12/5/2012
13-P0025288	1,500.00	DIVERSIFIED BUSINESS SVCS	Non-Instructional Supplies	SP		12/5/2012
13-P0025289	45.26	SCHICK RECORDS MGMT	Non-Instructional Supplies	SP		12/5/2012
13-P0025290	14.64	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		12/5/2012
13-P0025291	5,387.50	AMAZON COM	Library Books	SP		12/5/2012
13-P0025292	200.00	SMART & FINAL	Food and Food Service Supplies	SP		12/5/2012
13-P0025293	465.50	WELLS FARGO BANK	Conference Expenses			12/5/2012
13-P0025294	263.53	WELLS FARGO BANK	Conference Expenses			12/5/2012
13-P0025295	704.76	WELLS FARGO BANK	Conference Expenses			12/5/2012
13-P0025296	342.21	FITNESS REPAIR SHOP	Contracted Repair Services			12/5/2012
13-P0025297	356.65	WE DO GRAPHICS INC	Reproduction/Printing Expenses			12/5/2012
* 13-P0025298	257.56	AMAZON COM	Books, Mags & Ref Mat, Non-Lib	SP		12/5/2012
13-P0025299	696.50	CAPP ASSOCIATES INC	Non-Instructional Supplies	SP		12/5/2012
13-P0025300	400.00	DON BOOKSTORE	Non-Instructional Supplies	SP		12/5/2012
13-P0025301	31.55	THE RAHUS INSTITUTE	Instructional Supplies	SP		12/5/2012
* 13-P0025302	6,781.97	B2B COMPUTER PRODUCTS LLC	Equip/Software - >\$200 <\$1,000	SP	BOND	12/5/2012
* 13-P0025303	58,828.53	ACCUVANT INC	Equip/Software - >\$200 <\$1,000	SP	BOND	12/5/2012
13-P0025304	245.76	SEHI COMPUTER PRODUCTS	Non-Instructional Supplies	SP		12/5/2012
13-P0025305	352.97	B & H PHOTO VIDEO INC	Instructional Supplies	SP		12/5/2012
13-P0025306	64.99	COHEN SOUTH ORANGE SANDWICHES	Food and Food Service Supplies	SP		12/6/2012
13-P0025307	2,062.41	MEDCOM TRAINEX	Instructional Supplies	SP		12/6/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025308	113.78	DON BOOKSTORE	Non-Instructional Supplies	SP		12/6/2012
13-P0025309	80,000.00	CITY OF ORANGE	Sites - Contracted Services	SP	BOND	12/6/2012
13-P0025310	4,619.50	CCLC COMMUNITY COLLEGE LEAGUE	Internet Services			12/6/2012
13-P0025311	588.32	XEROX CORP	Instructional Supplies	SP		12/6/2012
13-P0025312	2,500.00	TRISTAR	Software License and Fees	SP		12/6/2012
13-P0025313	2,310.00	SCHOOL SVCS OF CALIF INC	Contracted Services			12/6/2012
13-P0025314	325.00	HSACCC HEALTH SVCS ASSOC-	Conference Expenses	SP		12/6/2012
13-P0025315	225.00	AACC AMERICAN ASSOC OF COMMUNITY COLLEGES	Conference Expenses	SP		12/6/2012
13-P0025316	441.76	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		12/6/2012
13-P0025317	4,034.16	ASICS AMERICA	Instructional Supplies	SP		12/6/2012
13-P0025318	910.17	SIR SPEEDY	Buildings - Blueprint/Reprod	SP		12/6/2012
13-P0025319	96.01	EBSCO SUBSCRIPTION SVCS	Library Books - Periodicals			12/6/2012
13-P0025320	800.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			12/7/2012
13-P0025321	254.55	SEHI COMPUTER PRODUCTS	Instructional Supplies	SP		12/7/2012
13-P0025322	249.11	SEHI COMPUTER PRODUCTS	Equip/Software - >\$200 <\$1,000	SP		12/10/2012
13-P0025323	5,133.99	CN SCHOOL AND OFFICE SOLUTIONS INC	Equipment - Federal Progs >200	SP		12/10/2012
13-P0025324	34,300.00	NUEVA VISTA MEDIA	Contracted Services	SP		12/11/2012
13-P0025325	475.00	GREYSTONES CONSULTING LLC	Conference Expenses	SP		12/11/2012
13-P0025326	46,000.00	TOPGALLANT GROUP LLC	Contracted Services	SP		12/11/2012
13-P0025327	2,967.75	CONTROL AIR CONDITIONING CORP	Contracted Repair Services			12/11/2012
13-P0025328	1,693.69	CONTROL MAINTENANCE & REPAIR INC	Contracted Repair Services	SP		12/11/2012
13-P0025329	326.71	INFUSION NURSES SOCIETY INC	Instructional Supplies	SP		12/11/2012
13-P0025330	1,371.64	FITNESS REPAIR SHOP	Repair & Replacement Parts			12/11/2012
13-P0025331	128.00	BESTWAY LAUNDRY SOLUTIONS	Repair & Replacement Parts			12/11/2012
13-P0025332	2,693.75	ELITE SPORTS INC	Instructional Supplies	SP		12/11/2012
13-P0025333	69.90	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		12/11/2012
13-P0025334	640.00	EARL MITCHELL	Conference Expenses	SP		12/11/2012
13-P0025335	250.00	MALEKI DARA AFARIN	Contracted Services	SP		12/11/2012
13-P0025336	24.38	MOVIES UNLIMITED	Instructional Supplies	SP		12/11/2012
* 13-P0025337	150.00	LASCARIS RESTAURANT GROUP INC	Food and Food Service Supplies	SP		12/11/2012
13-P0025338	58.30	REGINA R. LAMOURELLE	Non-Instructional Supplies	SP		12/11/2012
13-P0025339	625.00	MARTINEZ MANUEL	Contracted Services	SP		12/11/2012
13-P0025340	560.00	JFK TRANSPORTATION	Transportation - Student	SP		12/11/2012
13-P0025341	250.00	WELCHES JOHN	Contracted Services	SP		12/11/2012
13-P0025342	85.66	ALIMED	Non-Instructional Supplies			12/11/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025343	125.00	NEWMAN PETER J	Contracted Services	SP		12/11/2012
13-P0025344	750.00	CARA LOCKWOOD AND ASSOCIATES	Contracted Services	SP		12/11/2012
13-P0025345	2,130.00	RODRIGUEZ SHARON	Contracted Services	SP		12/11/2012
13-P0025346	15,000.00	LOY NASHUA	Conference Expenses	SP		12/11/2012
13-P0025347	21.54	APPERSON	Non-Instructional Supplies	SP		12/11/2012
13-P0025348	14,508.00	CPP CONSULTING PSYCHOLOGISTS PRESS	Instructional Supplies	SP		12/11/2012
13-P0025349	910.67	PARADISE BAKERY & CAFE	Food and Food Service Supplies	SP		12/11/2012
13-P0025350	1,500.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		12/11/2012
13-P0025351	50.00	DON BOOKSTORE	Instructional Supplies	SP		12/11/2012
13-P0025352	2,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies	SP		12/11/2012
13-P0025353	750.00	DIVERSIFIED BUSINESS SVCS	Non-Instructional Supplies	SP		12/11/2012
13-P0025354	1,000.00	CLEAN SOURCE INC	Repair & Replacement Parts			12/11/2012
13-P0025355	1,000.00	OFFICE DEPOT BUSINESS SVCS	Non-Instructional Supplies			12/11/2012
13-P0025356	1,000.00	SHIFFLER EQUIPMENT SALES INC	Repair & Replacement Parts			12/11/2012
13-P0025357	10,000.00	RSD REFRIGERATION SUPPLIES	Repair & Replacement Parts			12/11/2012
13-P0025358	400.00	DISCOUNT SCHOOL SUPPLY	Instructional Supplies	SP		12/11/2012
13-P0025359	400.00	LAKESHORE LEARNING MATERIALS	Instructional Supplies	SP		12/11/2012
13-P0025360	605.00	POSTMASTER	Postage			12/11/2012
13-P0025361	16,514.25	CITY OF WEST COVINA	Instructional Agrmt - Facility			12/11/2012
13-P0025362	7,518.40	CITY OF UPLAND	Instructional Agrmt - Facility			12/11/2012
13-P0025363	6,814.95	CITY OF FOUNTAIN VALLEY	Instructional Agreements			12/11/2012
13-P0025364	15,040.70	CITY OF BREA	Instructional Agreements			12/11/2012
13-P0025365	91,757.10	SAN BERNARDINO COUNTY	Instructional Agrmt - Facility			12/11/2012
13-P0025366	19,228.20	CHINO VALLEY INDEPENDENT	Instructional Agrmt - Facility			12/11/2012
13-P0025367	17,514.90	CITY OF LAGUNA BEACH	Instructional Agrmt - Facility			12/11/2012
13-P0025368	13,271.75	CITY OF MONTEBELLO	Instructional Agrmt - Facility			12/11/2012
* 13-P0025369	18,243.75	CITY OF FULLERTON	Instructional Agrmt - Facility			12/11/2012
13-P0025370	2,262.75	RECREATIONAL EQUIPMENT INC	Equipment - Federal Progs >200	SP		12/11/2012
13-P0025371	955.21	CLASSIC PARTY RENTALS	Rental-Equipment (Short-term)	SP		12/11/2012
13-P0025372	329.04	THE GPS STORE, INC	Equipment - Federal Progs >200	SP		12/11/2012
13-P0025373	897.00	PLURALSIGHT LLC	Software License and Fees			12/11/2012
13-P0025374	1,900.00	CERTIPORT INC	Software License and Fees	SP		12/11/2012
13-P0025375	743.48	INTUIT INC	Software License and Fees	SP		12/11/2012
13-P0025376	750.00	KIVUTO INC.	Software License and Fees	SP		12/11/2012
13-P0025377	2,550.00	CALIF STAGE & LIGHTING	Equipment - Federal Progs >200	SP		12/11/2012

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5.26 (7)

P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
13-P0025380	447.81	CDW GOVERNMENT INC.	Equipment - Federal Progs >200	SP		12/11/2012
13-P0025381	197.00	COUNTY OF ORANGE	Public Agencies' Assess & Fees			12/11/2012
13-P0025382	3,231.29	B & H PHOTO VIDEO INC	Equipment - Federal Progs >200	SP		12/11/2012
13-P0025383	600.00	EDUCATIONAL GLOBAL TECH INC	Software License and Fees	SP		12/12/2012
13-P0025384	540.00	TOTAL CORPORATE SOLUTIONS	Security Systems & Services			12/12/2012
13-P0025385	1,600.00	TOTAL COMPENSATION SYSTEMS INC	Contracted Services			12/12/2012
13-P0025386	2,574.00	DEPT OF GENERAL SERVICES	Site Improvements	SP	BOND	12/12/2012
13-P0025387	765.03	WE DO GRAPHICS INC	Reproduction/Printing Expenses			12/13/2012
13-P0025388	475.00	GREYSTONES CONSULTING LLC	Conference Expenses	SP		12/13/2012
13-P0025389	282.00	ROMELIA MADRIGAL	Conference Expenses	SP		12/13/2012
13-P0025390	36.00	ACT	Non-Instructional Supplies	SP		12/13/2012
13-P0025391	697.09	CHARTHOUSE INT'L LEARNING CORP	Books, Mags & Ref Mat, Non-Lib	SP		12/13/2012
13-P0025392	1,691.17	4 IMPRINT	Non-Instructional Supplies	SP		12/13/2012
13-P0025393	171.28	AMERICAN COLLEGE HEALTH ASSOC	Non-Instructional Supplies	SP		12/13/2012
13-P0025394	6,511.90	AUTOMOTIVE ELECTRONIC SVCS	Equipment - Federal Progs >200	SP		12/13/2012
13-P0025395	59.18	JOHNSTONE SUPPLY	Repair & Replacement Parts			12/13/2012
13-P0025396	2,475.00	NEW HORIZONS	Conference Expenses			12/13/2012
13-P0025397	17,355.16	FOUNDATION FOR CALIFORNIA	Buildings - Licenses, Taxes	SP		12/13/2012
13-P0025398	2,380.00	PERCEPTIVE SOFTWARE INC	Conference Expenses			12/13/2012
13-P0025399	2,475.00	NEW HORIZONS	Conference Expenses			12/13/2012
13-P0025400	2,475.00	NEW HORIZONS	Conference Expenses			12/13/2012
13-P0025401	14,114.20	AIRGAS INC	Instructional Supplies	SP		12/13/2012
13-P0025402	456.80	PBS VIDEO	Instructional Supplies	SP		12/13/2012
13-P0025403	732.50	PACIFIC COACHWAYS CHARTER	Transportation - Student	SP		12/13/2012
13-P0025404	1,395.36	WE DO GRAPHICS INC	Non-Instructional Supplies	SP		12/13/2012
13-P0025405	4,000.00	AMERICAN REPROGRAPHICS CO LLC	Site Improv - Contracted Svcs	SP	BOND	12/13/2012
13-P0025406	1,395.36	WE DO GRAPHICS INC	Reproduction/Printing Expenses			12/14/2012
13-P0025407	104.20	MONTGOMERY HARDWARE CO	Non-Instructional Supplies			12/14/2012
13-P0025408	264.38	CDW GOVERNMENT INC.	Equip/Software - >\$200 <\$1,000			12/14/2012
13-P0025409	370.36	MURPHY PRINTING CO	Non-Instructional Supplies			12/14/2012
* 13-P0025410	1,609.54	CN SCHOOL AND OFFICE SOLUTIONS INC	Non-Instructional Supplies	SP		12/14/2012
* 13-P0025411	24,189.62	APPLE COMPUTER INC	Equipment - All Other > \$1,000	SP		12/14/2012
* 13-P0139278	2,129.25	XEROX CORP	Excess/Copies Usage			11/30/2012
* 13-P0139279	881.83	XEROX CORP	Excess/Copies Usage			11/30/2012
* 13-P0139280	22,394.44	XEROX CORP	Lease Agreement - Equipment	SP		12/6/2012

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P.O. #	Amount	Vendor Name	Classification	SP	Bond	Date
* 13-P0139281	73,207.27	XEROX CORP	Repair & Replacement Parts	SP		12/6/2012
13-P0139282	285,658.00	CSU FULLERTON	Contracted Services	SP		12/6/2012
		<b>Grand Total:</b>	<b>\$ 6,982,519.19</b>			

5.26 (9)

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**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM NOVEMBER 18, 2012 THROUGH DECEMBER 15, 2012  
BOARD MEETING OF JANUARY 14, 2013**

P.O. #	Amount	Description	Department	Comment
13-BP000260	\$5,137,000.00	Perimeter site improvement project for Santa Ana College	DO-Facility Planning	Bid #1180 Board approved: November 13, 2012
13-P0025142	\$25,000.00	Allscripts Educational Institution Student E-Learning Systems with unlimited users access and database training	SCC-OEC	This software can only be purchased by the manufacturer and is used to train students in managing patient medical records
13-P0025152	\$52,482.00	Camera equipment and related components	SAC-Fine & Performing Arts	Received Quotations: 1) *B & H Photo Video, Inc. 2) Calumet Photographic, Inc. 3) Samy's Camera *Successful Bidder
13-P0025190	\$15,491.02	Installation of (61) wireless connections for Wireless Access Points (WAP) at Santiago Canyon College - Humanities Building	DO-ITS	Purchased from California Multiple Award Schedule (CMAS) Contract #3-08-70-2031C Board approved: November 17, 2008
13-P0025215	\$168,000.00	Metropolitan Fiber Wide Area Network including installation of fiber-optic lines and monthly service	DO-ITS	Request For Proposal #1200 Board approved: November 13, 2012
13-P0025217	\$59,272.44	Selador lighting system and related components	SAC-Fine & Performing Arts	Received Quotations: 1) *California Stage & Lighting 2) Entertainment Lighting Services 3) BCT Entertainment 4) PRG Lighting Los Angeles *Successful Bidder

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM NOVEMBER 18, 2012 THROUGH DECEMBER 15, 2012  
BOARD MEETING OF JANUARY 14, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0025230	\$24,664.00	Repairs to the fire alarm system for the Science Center building at Santiago Canyon College	DO-Facility Planning	This vendor is the District's approved installer for the Notifier Fire alarm system and the only authorized installer for Orange County.
13-P0025258	\$143,991.00	Construction management services for the Video Surveillance-Bid #1183 and Phase III of SCC-M&O, Soccer & Softball fields projects	DO-Facility Planning	Board approved: October 8, 2012
13-P0025273	\$69,438.00	Construction management services for the SCC-Fiber Infrastructure project	DO-Facility Planning	Board approved: October 8, 2012
13-P0025279	\$30,688.28	Two Lathe machines including rig installation	SAC-Manufacturing Technology	Received Quotations: 1) *Metalworking Systems 2) Dan's Machine Repair 3) ISMG Machinery & Tooling *Successful Bidder
13-P0025303	\$58,828.53	Aruba wireless network equipment, software licenses & support for SCC-Humanities Building	DO-ITS	Purchased from California Multiple Award Schedule (CMAS) Contract #3-07-70-2428D Board approved: November 14, 2011
13-P0025309	\$80,000.00	Traffic signal maintenance agreement with the City of Orange	DO-Facility Planning	Board approved: September 24, 2012

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM NOVEMBER 18, 2012 THROUGH DECEMBER 15, 2012  
BOARD MEETING OF JANUARY 14, 2013**

P.O. #	Amount	Description	Department	Comment
13-P0025324	\$34,300.00	Independent contractor to provide a cutting edge engagement and outreach campaign in order to promote a new STEM App development course at Santiago Canyon College	DMC	Board approved: December 10, 2012
13-P0025326	\$46,000.00	Independent contractor to assist and develop curriculum for new media, multimedia and entertainment in relation to the Workforce Innovation Partnerships (WIP) grant	DMC	Board approved: December 10, 2012
13-P0025346	\$15,000.00	Cash advance for Loy Nashua for the Spring 2013 International Student Recruitment to take place January 7 thru February 2, 2013, traveling to Denmark, Germany, Sweden, Switzerland and Spain	SAC-Student Life	
13-P0025361	\$16,514.25	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: June 30, 2008
13-P0025364	\$15,040.70	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: February 25, 2008
13-P0025365	\$91,757.10	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: March 10, 2008
13-P0025366	\$19,228.20	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: April 7, 2008

**PURCHASE ORDERS SUPPLEMENT  
PURCHASE ORDERS OF \$15,000 AND OVER  
FROM NOVEMBER 18, 2012 THROUGH DECEMBER 15, 2012  
BOARD MEETING OF JANUARY 14, 2013**

<b>P.O. #</b>	<b>Amount</b>	<b>Description</b>	<b>Department</b>	<b>Comment</b>
13-P0025367	\$17,514.90	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: November 19, 2007
13-P0025369	\$18,243.75	Instructional hours for Fire Technology training for Summer 2012	SAC-Fire Technology	Board approved: February 4, 2008
13-P0025397	\$17,355.16	Annual license fee for FUSION software	DO-Facility Planning	This is a customized software being utilized for all reports for bond and capital outlay related projects
13-P0025411	\$24,189.62	Apple tablets including protection plan and software licenses	SCC-Career Education	This vendor was board approved as a sole source on July 13, 2005
13-P0139280	\$22,394.44	First year of a 60-month lease of Xerox X700XV printer	OEC-Publications	Purchased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: November 17, 2006
13-P0139281	\$73,207.27	First year of a 60-month lease of Xerox 6155 PMC copier and related components	OEC-Publications	Purchased from California Multiple Award Schedule (CMAS) Contract #3-01-36-0030A Board approved: November 17, 2006
13-P0139282	\$285,658.00	Sub contract agreement with CSU Fuller Auxiliary Service in relation with HIS Engage in STEM Title III - Year 2 grant	SAC-Counseling	Board approved: October 22, 2012

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**  
Educational Services

To: Board of Trustees	Date: January 14, 2013
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. California Mathematics Diagnostic Testing Project (MDTP) (SAC) Partnership between Santa Ana College and the University of California, San Diego for the implementation of the California Mathematics Diagnostic Testing Project (MDTP). SAC is responsible for helping other partner colleges make effective use of MDTP materials. (12/13). <i>No match required.</i>	11/16/2012	\$25,629
2. Career Technical Education (CTE) Community Collaborative VI (District) - <i>Adjustment</i> Funding from the California Community Colleges Chancellor's Office to provide career exploration for middle school students; develop pathways to automotive/diesel, criminal justice, digital media, welding, engineering/manufacturing, international business programs and education, child care and family services; and to provide professional development and externships for CTE faculty. The reduction under SB 70 Community Collaborative triggered a decrease in funding of supplemental funds for student retention and persistence. (12/13). <i>The revised match required is \$38,702 that consists of 10% of the project director's salary and benefits.</i>	11/07/2012	-\$24,327
3. Early Head Start – Year 1 (District) First year of a three-year grant award from the U.S. Department of Health and Human Services, Administration for Children and Families, to support enrollment of children and families into Early Head Start programs. (12/13)	01/01/2013	\$1,427,988
Operations Budget                      \$1,393,159 Training & Technical Assistance <u>    \$34,829</u> Total    \$1,427,988		

The match required is \$356,997 (20% of total EHS approved costs that include federal and non-federal share) that consists of \$212,489 of state-funded Child Development Center staff costs and \$144,508 unclaimed indirect.

Fiscal Impact: \$2,229,743	Board Date: January 14, 2013
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>
<p>4. Facilities Renovation and Repair (District)            Funding from the California Department of Education awarded to RSCCD's Child Development Centers to provide and 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 the CDC programs. (12/13). <i>No match required.</i></p>	11/02/2012	\$95,453
<p>5. NSF – Fullerton Mathematics Teacher and Master Teacher Fellows Project (FULL MT2) – Year 3 (SAC)            Sub-award of third year of a six-year grant to California State University Fullerton from the National Science Foundation that includes Santa Ana College as sub-recipient for a collaborative program. SAC will emphasize STEM outreach and teacher recruitment for early college students at SAC. (12/13). <i>No match required.</i></p>	12/06/2012	\$20,000
<p>6. Youth Entrepreneurship Program (YEP) – BEC Year 3 (District)            Grant renewal award from the California Community College Chancellor's Office for teaching entrepreneurial skills and techniques to youth and young adults. (12/13). <i>No match required.</i></p>	10/01/2012	\$125,000
<p>7. Youth Entrepreneurship Project - Faculty Mini Grants Program III (District)            Grant renewal award from the California Community Colleges Chancellor's Office to support the enhancement, advancement and expansion of entrepreneurship, small business management skills and career technical education to develop new entrepreneurship credit courses, program-specific, low-unit certificates, and degree program in Entrepreneurship with a rural college focus. RSCCD is the fiscal agent and funds will be distributed to community colleges' existing Center for International Trade Development (CITD) programs for them to provide YEP services/activities. (12/13). <i>No match required.</i></p>	10/01/2012	\$560,000

**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: \$2,229,743	Board Date: January 14, 2013
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 # 2040**  
**NAME: California Mathematics Diagnostic Testing Project (MDTP)**  
**FISCAL YEAR: 2012/13**

CONTRACT PERIOD: 7/1/12 - 6/15/13  
 CONTRACT INCOME: \$25,629  
 CFDA #: NA

PROJ. ADM. C. Carrera  
 PROJ. DIR. C. Carrera

Date: 12/10/12

GL Account	Description	Existing Funds		Revising Funds		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2040-000000-10000-8659	Other Reimb Categorical All		25,389		25,629		240
12-2040-170100-16201-1280	Contract - Reassigned Time	20,972		21,181		209	
12-2040-170100-16201-3115	STRS - Non-Instructional :	1,751		1,768		17	
12-2040-170100-16201-3415	H & W - Non-Instructional :	1,353		1,466		113	
12-2040-170100-16201-3435	H & W - Retiree Fund Non-In	212		214		2	
12-2040-170100-16201-3515	SUI - Non-Instructional : M	342		236			106
12-2040-170100-16201-3615	WCI - Non-Instructional : M	509		514		5	
12-2040-170100-16201-3915	Other Benefits - Non-Instru	250		250		-	
<b>Totals for PROJECT: 2040</b>	<b>Cal Math Diagnostic Testing Project</b>	<b>25,389</b>	<b>25,389</b>	<b>25,629</b>	<b>25,629</b>	<b>346</b>	<b>346</b>

**SPECIAL PROJECT DETAILED BUDGET #2208**  
**NAME: Career Technical Education (CTE) Community Collaborative V (District)**  
**FISCAL YEAR: 2012/2013**

CONTRACT PERIOD: 11/01/2012 - 10/30/2014  
 CONTRACT INCOME: \$411,350  
 FY 12/13 Adjustment: (24,327)  
**Balance: \$387,023**  
 CONTRACT No. 12-140-870

PRJ. ADMIN. Enrique Perez  
 PRJ. DIR. Gustavo Chamorro  
 Revised Date: 12/12/2012

GL Account String	Description	FY 12/13		FY 13/14		FY 14/15		Total	
		Debit	Credit	Debit	Credit	Debit	Credit	Debit	Credit
<b>11-0000-684000-53330-2110</b>	<b>Classified Management : Digital Media Center</b>		<b>5,424</b>		16,273		4,972		26,669
11-0000-684000-53330-3215	PERS - Non-Instructional : Digital Media Center		619		1,858		568		3,045
11-0000-684000-53330-3315	OASDI - Non-Instructional : Digital Media Center		344		1,032		315		1,691
11-0000-684000-53330-3325	Medicare - Non-Instructional : Digital Media Center		80		241		74		395
11-0000-684000-53330-3415	H & W - Non-Instructional : Digital Media Center		960		3,103		1,005		5,068
11-0000-684000-53330-3435	H & W - Retiree Fund Non-Inst : Digital Media Center		55		166		51		272
11-0000-684000-53330-3515	SUI - Non-Instructional : Digital Media Center		61		183		56		300
11-0000-684000-53330-3615	WCI - Non-Instructional : Digital Media Center		133		399		122		654
11-0000-684000-53330-3915	Other Benefits - Non-Instructional : Digital Media Cen		124		371		113		608
<b>11-2208-684000-53330-2110</b>	<b>Classified Management : Digital Media Center</b> Gustavo Chamorro, Project Director	<b>5,424</b>		16,273		4,972		26,669	
11-2208-684000-53330-3215	PERS - Non-Instructional : Digital Media Center	619		1,858		568		3,045	
11-2208-684000-53330-3315	OASDHI - Non-Instructional : Digital Media Center	344		1,032		315		1,691	
11-2208-684000-53330-3325	Medicare - Non-Instructional : Digital Media Center	80		241		74		395	
11-2208-684000-53330-3415	H & W - Non-Instructional : Digital Media Center	960		3,103		1,005		5,068	
11-2208-684000-53330-3435	H & W - Retiree Fund Non-Inst : Digital Media Cente	55		166		51		272	
11-2208-684000-53330-3515	SUI - Non-Instructional : Digital Media Center	61		183		56		300	
11-2208-684000-53330-3615	WCI - Non-Instructional : Digital Media Center	133		399		122		654	
11-2208-684000-53330-3915	Other Benefits - Non-Instruct : Digital Media Cente	124		371		113		608	
	<b>Total 2208 - CTE Comm. Collab VI (match)</b>	<b>7,800</b>	<b>7,800</b>	<b>23,626</b>	<b>23,626</b>	<b>7,276</b>	<b>7,276</b>	<b>38,702</b>	<b>38,702</b>

Match required is \$38,702. No revision to the match allocations for FY 12/13 budget, that consists of salary and benefits for Project Director Gustavo Chamorro at 10% from 1/1/13 - 6/30/13, 15% from 7/1/13 - 6/30/13, and 11% from 7/1/14 - 11/30/14.

**SPECIAL PROJECT DETAILED BUDGET #2208**  
**NAME: Career Technical Education (CTE) Community Collaborative V (District)**  
**FISCAL YEAR: 2012/2013**

CONTRACT PERIOD: 11/01/2012 - 10/30/2014  
 CONTRACT INCOME: \$411,350  
 FY 12/13 Adjustment: (24,327)  
**Balance: \$387,023**  
 CONTRACT No. 12-140-870

PRJ. ADMIN. Enrique Perez  
 PRJ. DIR. Gustavo Chamorro  
 Revised Date: 12/12/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
<b>SANTA ANA COLLEGE (CASP) - Lilia Tanakeyowma</b>							
12-2208-000000-10000-8659	Other Reimb Categorical Allow : Santa Ana College		95,288		95,288	0	
<b>Department 15160 : International Business</b>							
<b>12-2208-050800-15160-1310</b>	<b>Part-Time Instructors : International Business</b> (3 LHE SP14)	3,234		3,234		0	
12-2208-050800-15160-3111	STRS - Instructional : International Business	267		267		0	
12-2208-050800-15160-3321	Medicare - Instructional : International Business	47		47		0	
12-2208-050800-15160-3431	H & W - Retiree Fund Inst : International Business	32		32		0	
12-2208-050800-15160-3511	SUI - Instructional : International Business	35		35		0	
12-2208-050800-15160-3611	WCI - Instructional : International Business	78		78		0	
<b>Department 15513 : Graphics</b>							
<b>12-2208-061440-15513-1310</b>	<b>Part-Time Instructors : Graphics</b> (3LHE + lab SP14)	4,311		4,311		0	
12-2208-061440-15513-3111	STRS - Instructional : Graphics	356		356		0	
12-2208-061440-15513-3321	Medicare - Instructional : Graphics	63		63		0	
12-2208-061440-15513-3431	H & W - Retiree Fund Inst : Graphics	43		43		0	
12-2208-061440-15513-3511	SUI - Instructional : Graphics	46		46		0	
12-2208-061440-15513-3611	WCI - Instructional : Graphics	103		103		0	
<b>Department 15711 : Criminal Justice</b>							
<b>12-2208-210500-15711-1310</b>	<b>Part-Time Instructors : Criminal Justice</b> (3 LHE SP14)	3,234		3,234		0	
12-2208-210500-15711-3111	STRS - Instructional : Criminal Justice	267		267		0	
12-2208-210500-15711-3321	Medicare - Instructional : Criminal Justice	47		47		0	
12-2208-210500-15711-3431	H & W - Retiree Fund Inst : Criminal Justice	32		32		0	
12-2208-210500-15711-3511	SUI - Instructional : Criminal Justice	35		35		0	
12-2208-210500-15711-3611	WCI - Instructional : Criminal Justice	78		78		0	
<b>Department 15752 : Diesel</b>							
<b>12-2208-094700-15752-1313</b>	<b>Beyond Contract-Instructors : Diesel</b> (4LHE +lab SP14)	6,258		6,258		0	
12-2208-094700-15752-3111	STRS - Instructional : Diesel	516		516		0	

6.1 (5)

**SPECIAL PROJECT DETAILED BUDGET #2208**  
**NAME: Career Technical Education (CTE) Community Collaborative V (District)**  
**FISCAL YEAR: 2012/2013**

CONTRACT PERIOD: 11/01/2012 - 10/30/2014  
 CONTRACT INCOME: \$411,350  
 FY 12/13 Adjustment: (24,327)  
**Balance: \$387,023**  
 CONTRACT No. 12-140-870

PRJ. ADMIN. Enrique Perez  
 PRJ. DIR. Gustavo Chamorro  
 Revised Date: 12/12/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2208-094700-15752-3321	Medicare - Instructional : Diesel	91		91		0	
12-2208-094700-15752-3431	H & W - Retiree Fund Inst : Diesel	63		63		0	
12-2208-094700-15752-3511	SUI - Instructional : Diesel	68		68		0	
12-2208-094700-15752-3611	WCI - Instructional : Diesel	150		150		0	
<b>Department 15755 : Manufacturing Technology</b>							
12-2208-095600-15755-1310	Part-Time Instructors : Manufacturing Technology (4LHE SP14)	4,311		4,311		0	
12-2208-095600-15755-3111	STRS - Instructional : Manufacturing Technology	356		356		0	
12-2208-095600-15755-3321	Medicare - Instructional : Manufacturing Technology	63		63		0	
12-2208-095600-15755-3431	H & W - Retiree Fund Inst : Manufacturing Technolog	43		43		0	
12-2208-095600-15755-3511	SUI - Instructional : Manufacturing Technology	46		46		0	
12-2208-095600-15755-3611	WCI - Instructional : Manufacturing Technology	103		103		0	
<b>Department 15756 : Welding</b>							
12-2208-095650-15756-1313	Beyond Contract-Instructors : Welding (4 LHE +lab SP14)	7,653		7,653		0	
12-2208-095650-15756-3111	STRS - Instructional : Welding	631		631		0	
12-2208-095650-15756-3321	Medicare - Instructional : Welding	111		111		0	
12-2208-095650-15756-3431	H & W - Retiree Fund Inst : Welding	77		77		0	
12-2208-095650-15756-3511	SUI - Instructional : Welding	82		82		0	
12-2208-095650-15756-3611	WCI - Instructional : Welding	184		184		0	
12-2208-095650-15756-6410	Equipment - All Other > \$1,000 : Welding Welding equipment to be used for CASP outreach and training in classroom with capability of portable lab: \$25,000 air generator/welder; \$1,600 plasma cutter; \$3,000 wire mig welder; \$1,000 power mig welder; \$2,300 arc welder; \$2,000 wire feeder; \$1,000 inershield guns; \$3,300 arc/tig welder; \$ 10,000 heavy duty tig welder; \$5,500 precision tig welder.	54,700		54,700		0	
<b>Department 15310 : Counseling</b>							
12-2208-631000-15310-1430	Part-Time Counselors : Counseling (15 LHE SP14)	6,545		6,545		0	

6.1 (6)

**SPECIAL PROJECT DETAILED BUDGET #2208**  
**NAME: Career Technical Education (CTE) Community Collaborative V (District)**  
**FISCAL YEAR: 2012/2013**

CONTRACT PERIOD: 11/01/2012 - 10/30/2014  
 CONTRACT INCOME: \$411,350  
 FY 12/13 Adjustment: (24,327)  
**Balance: \$387,023**  
 CONTRACT No. 12-140-870

PRJ. ADMIN. Enrique Perez  
 PRJ. DIR. Gustavo Chamorro  
 Revised Date: 12/12/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2208-631000-15310-3115	STRS - Non-Instructional : Counseling	540		540		0	
12-2208-631000-15310-3325	Medicare - Non-Instructional : Counseling	95		95		0	
12-2208-631000-15310-3435	H & W - Retiree Fund Non-Inst : Counseling	65		65		0	
12-2208-631000-15310-3515	SUI - Non-Instructional : Counseling	72		72		0	
12-2208-631000-15310-3615	WCI - Non-Instructional : Counseling	157		157		0	
<b>SANTIAGO CANYON COLLEGE (CTE Program and Counseling) - Ruth Babeshoff</b>							
12-2208-000000-20000-8659	Other Reimb Categorical Allow : Santiago Canyon Col		210,155		186,763	23,392	
<b>Department 25230 : Human Development</b>							
<b>12-2208-130500-25230-1310</b>	<b>Part-Time Instructors : Human Development</b>	6,159		6,159		0	
12-2208-130500-25230-3111	STRS - Instructional : Human Development	508		508		0	
12-2208-130500-25230-3321	Medicare - Instructional : Human Development	89		89		0	
12-2208-130500-25230-3431	H & W - Retiree Fund Inst : Human Development	62		62		0	
12-2208-130500-25230-3511	SUI - Instructional : Human Development	68		68		0	
12-2208-130500-25230-3611	WCI - Instructional : Human Development	148		148		0	
<b>Department 29330 : Education</b>							
<b>12-2208-080100-29330-1310</b>	<b>Part-Time Instructors : Education</b>	6,159		6,159		0	
12-2208-080100-29330-3111	STRS - Instructional : Education	508		508		0	
12-2208-080100-29330-3321	Medicare - Instructional : Education	89		89		0	
12-2208-080100-29330-3431	H & W - Retiree Fund Inst : Education	62		62		0	
12-2208-080100-29330-3511	SUI - Instructional : Education	68		68		0	
12-2208-080100-29330-3611	WCI - Instructional : Education	148		148		0	
<b>Department 29325 : Counseling</b>							
<b>12-2208-631000-29325-1430</b>	<b>Part-Time Counselors : Counseling</b> (backfill SP14, SU14, FA14)	46,659		46,659		0	
<b>12-2208-631000-29325-1433</b>	<b>Beyond Contract - Counselors : Counseling</b>	23,329		23,329		0	
12-2208-631000-29325-3115	STRS - Non-Instructional : Counseling	5,774		5,774		0	
12-2208-631000-29325-3325	Medicare - Non-Instructional : Counseling	1,015		1,015		0	
12-2208-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	700		700		0	
12-2208-631000-29325-3515	SUI - Non-Instructional : Counseling	770		770		0	
12-2208-631000-29325-3615	WCI - Non-Instructional : Counseling	1,680		1,680		0	

6.1 (7)

**SPECIAL PROJECT DETAILED BUDGET #2208**  
**NAME: Career Technical Education (CTE) Community Collaborative V (District)**  
**FISCAL YEAR: 2012/2013**

CONTRACT PERIOD: 11/01/2012 - 10/30/2014  
 CONTRACT INCOME: \$411,350  
 FY 12/13 Adjustment: (24,327)  
**Balance: \$387,023**  
 CONTRACT No. 12-140-870

PRJ. ADMIN. Enrique Perez  
 PRJ. DIR. Gustavo Chamorro  
 Revised Date: 12/12/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2208-631000-29345-1430	Part-Time Counselors : Pathways to Teaching	22,396		22,396		0	
12-2208-631000-29345-1433	Beyond Contract - Counselors : Pathways to Teaching	13,998		13,998		0	
12-2208-631000-29345-1434	Int/Sum Beyond Contr-Counselor : Pathways to Teach	24,300		3,815			20,485
12-2208-631000-29345-2310	Classified Employees - Ongoing : Pathways to Teach Maria Chaidez, Career Guidance Specialist Grade 11 Step 1, 12 mth PT Ongoing, 0.40FTE (eff. 1/1/13 - 11/30/14)	34,675		34,675		0	
12-2208-631000-29345-3115	STRS - Non-Instructional : Pathways to Teaching	5,007		3,319			1,688
12-2208-631000-29345-3215	PERS - Non-Instructional : Pathways to Teaching	3,959		3,959		0	
12-2208-631000-29345-3315	OASDI - Non-Instructional : Pathways to Teaching	2,150		2,150		0	
12-2208-631000-29345-3325	Medicare - Non-Instructional : Pathways to Teaching	1,383		1,086			297
12-2208-631000-29345-3435	H & W - Retiree Fund Non-Inst : Pathways to Teaching	954		749			205
12-2208-631000-29345-3515	SUI - Non-Instructional : Pathways to Teaching	1,049		824			225
12-2208-631000-29345-3615	WCI - Non-Instructional : Pathways to Teaching	2,289		1,797			492
12-2208-631000-29345-4610	Non-Instructional Supplies : Pathways to Teaching	1,700		1,700		0	
12-2208-631000-29345-4710	Food and Food Service Supplies : Pathways to Teaching	1,500		1,500		0	
12-2208-631000-29345-5220	Mileage/Parking Expenses : Pathways to Teaching	300		300		0	
12-2208-631000-29345-5940	Reproduction/Printing Expenses : Pathways to Teaching	500		500		0	
<b>DISTRICT OPERATIONS (Project Management)</b>							
12-2208-000000-50000-8659	Other Reimb Categorical Allow : District Operations		105,907		104,972	935	
12-2208-672000-50000-5865	Indirect Costs : District Operations	15,821		14,886			935
<b>Department 53305 : Educational Services Office</b>							
12-2208-675000-53305-1480	Part-Time Reassigned Time : Educational Services Of	8,720		8,720		0	
12-2208-675000-53305-3115	STRS - Non-Instructional : Educational Services Off	720		720		0	
12-2208-675000-53305-3325	Medicare - Non-Instructional : Educational Services	126		126		0	
12-2208-675000-53305-3435	H & W - Retiree Fund Non-Inst : Educational Service	87		87		0	
12-2208-675000-53305-3515	SUI - Non-Instructional : Educational Services Offi	96		96		0	
12-2208-675000-53305-3615	WCI - Non-Instructional : Educational Services Offi	209		209		0	
<b>Department 53330 : Digital Media Center</b>							
12-2208-684000-53330-2130	Classified Employees : Digital Media Center	32,055		32,055		0	

(8) 1. (8)

**SPECIAL PROJECT DETAILED BUDGET #2208**  
**NAME: Career Technical Education (CTE) Community Collaborative V (District)**  
**FISCAL YEAR: 2012/2013**

CONTRACT PERIOD: 11/01/2012 - 10/30/2014  
 CONTRACT INCOME: \$411,350  
 FY 12/13 Adjustment: (24,327)  
**Balance: \$387,023**  
 CONTRACT No. 12-140-870

PRJ. ADMIN. Enrique Perez  
 PRJ. DIR. Gustavo Chamorro  
 Revised Date: 12/12/2012

GL Account String	Description	Existing Budget		Revised Budget		Budget Change (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2208-684000-53330-3215	PERS - Non-Instructional : Digital Media Center	3,660		3,660		0	
12-2208-684000-53330-3315	OASDHI - Non-Instructional : Digital Media Center	2,045		2,045		0	
12-2208-684000-53330-3325	Medicare - Non-Instructional : Digital Media Center	478		478		0	
12-2208-684000-53330-3415	H & W - Non-Instructional : Digital Media Center	9,147		9,147		0	
12-2208-684000-53330-3435	H & W - Retiree Fund Non-Inst : Digital Media Cente	330		330		0	
12-2208-684000-53330-3515	SUI - Non-Instructional : Digital Media Center	363		363		0	
12-2208-684000-53330-3615	WCI - Non-Instructional : Digital Media Center	792		792		0	
12-2208-684000-53330-3915	Other Benefits - Non-Instruct : Digital Media Cente	928		928		0	
12-2208-684000-53330-4610	Non-Instructional Supplies : Digital Media Center	1,300		1,300		0	
12-2208-684000-53330-6410	Equipment - All Other > \$1,000 : Digital Media Center Set-up portable TV/VIDEO studio for video production classes: Video cameras \$12,000; video switcher \$6,000; teleprompter \$1,000; Adobe software \$1,900; light kit \$2,500; tripods \$750; green-screen \$300; lavalier mics \$1,000; sur mics \$200; shotgun mic \$400; cable kit \$1,000; dollies \$450; installation \$1,530.	29,030		29,030		0	
<b>Total 2208 - CTE Comm. Collab VI</b>		<b>411,350</b>	<b>411,350</b>	<b>387,023</b>	<b>387,023</b>	<b>24,327</b>	<b>24,327</b>

6.1 (9)

**SPECIAL PROJECT DETAILED BUDGET #1273**  
**NAME: Early Head Start Operating Yr. 1 of 3 (District)**  
**FISCAL YEAR: 2012/2013**

CONTRACT PERIOD: 01/01/2013 - 12/31/2013  
 CONTRACT INCOME: \$1,393,159  
 CFDA No. 93.600  
 Award No. 09CH9091/02

PROJ. ADM. Enrique Perez  
 PROJ. DIR. Dee Tucker  
 Date: 1/3/2013

		New Budget	
GL Account String	Description	Debit	Credit
33-1273-000000-50000-8199	Other Federal Revenues : District Operations		1,393,159
33-1273-672000-50000-5865	Indirect Costs : District Operations	53,583	
<b>33-1273-692000-53328-1210</b>	<b>Academic Management : EHS Santa Ana College</b> Zeferina Gonzalez, SAC Director I @ 30%	16,981	
<b>33-1273-692000-53328-1270</b>	<b>Child Development Teachers : EHS Santa Ana College</b> (8) Master Teachers each @ 25% Daisy Castaneda, Assistant Director, MT/BA 5 Luz Cordoba, MT/BA 3 Margaret Humphreys, MT/AA 8 Imelda Iniguez, MT/AA 3 Paz Jorquera, MT/AA 1 Colleen Mangali, MT/BA 3 Cheryl Owens, MT/AA 8 Keo Phirin Salinas, MT/AA 3	64,679	
<b>33-1273-692000-53328-1471</b>	<b>Sub Child Dev Teachr-Shortterm : EHS Santa Ana Coll</b> Maria Gonzalez, MT Sub HB 8 hrs x 203 days x \$17.50/hr Ellen Olson, MT Sub HB 2 hrs x 203 days x \$17.50/hr	29,131	
<b>33-1273-692000-53328-2130</b>	<b>Classified Employees : EHS Santa Ana College</b> Isabel Mata, Administrative Clerk, +2.5%BIL	21,103	
<b>33-1273-692000-53328-2320</b>	<b>Classified Employees - Hourly : EHS Santa Ana Colle</b> Fausta Ponce Pliego, Cook (s/t) 2 hrs x 203 dys x \$16.37/hr (8) Child Development Beginning Teachers (Interns)	58,717	
<b>33-1273-692000-53328-2340</b>	<b>Student Assistants - Hourly : EHS Santa Ana College</b>	70,542	
33-1273-692000-53328-3115	STRS - Non-Instructional : EHS Santa Ana College	8,660	
33-1273-692000-53328-3215	PERS - Non-Instructional : EHS Santa Ana College	9,113	
33-1273-692000-53328-3315	OASDHI - Non-Instructional : EHS Santa Ana College	4,983	
33-1273-692000-53328-3325	Medicare - Non-Instructional : EHS Santa Ana Colleg	2,846	
33-1273-692000-53328-3415	H & W - Non-Instructional : EHS Santa Ana College	34,387	
33-1273-692000-53328-3435	H & W - Retiree Fund Non-Inst : EHS Santa Ana Colle	2,651	
33-1273-692000-53328-3515	SUI - Non-Instructional : EHS Santa Ana College	2,141	
33-1273-692000-53328-3615	WCI - Non-Instructional : EHS Santa Ana College	6,364	
33-1273-692000-53328-3915	Other Benefits - Non-Instruct : EHS Santa Ana Colle	3,998	
33-1273-692000-53328-4310	Instructional Supplies : EHS Santa Ana College	3,200	
33-1273-692000-53328-4610	Non-Instructional Supplies : EHS Santa Ana College	6,800	
33-1273-692000-53328-4710	Food and Food Service Supplies : EHS Santa Ana Coll	4,000	
<b>33-1273-692000-53329-1210</b>	<b>Academic Management : EHS Administration</b> Dee Tucker, CDC Exec. Director (Jan - Mar) E7 @ 25% TBD Exec. Director (Apr-Dec) E2 @ 30% My Le Pham, EHS Director I L1 @ 100% Connie Van, Assoc. Director II - Parent Svs/ERSEA O2 @ 100% TBD Associate Director II - Education/Disabilities O2 @ 100%	172,555	
<b>33-1273-692000-53329-1270</b>	<b>Child Development Teachers : EHS Administration</b> (5) Homebase Parent Educators/Master Teachers each @ 100% Maribel Arreguin Lopez, MT/BA 1 Catherine Candela, MT/AA 1 Isela Cervantes, MT/AA 1 Alicia Ramirez, MT/BA 1 Sandra Santamaria, MT/AA 1	149,511	

**SPECIAL PROJECT DETAILED BUDGET #1273**  
**NAME: Early Head Start Operating Yr. 1 of 3 (District)**  
**FISCAL YEAR: 2012/2013**

CONTRACT PERIOD: 01/01/2013 - 12/31/2013  
 CONTRACT INCOME: \$1,393,159  
 CFDA No. 93.600  
 Award No. 09CH9091/02

PROJ. ADM. Enrique Perez  
 PROJ. DIR. Dee Tucker  
 Date: 1/3/2013

GL Account String	Description	New Budget	
		Debit	Credit
<b>33-1273-692000-53329-2130</b>	<b>Classified Employees : EHS Administration</b> Laurene Lugo, CDS Adm.Secretary, +5%L+2.5%BIL @ 10% Amy Mills, EHS Adm. Secretary @ 90% Cherie Ericson, Accountant, +2.5%L+4PG/\$2,000/yr @ 45% Griselda Campos, Adm. Clerk, +2.5%L+4PG/\$1,000/yr @ 100%	100,229	
<b>33-1273-692000-53329-2320</b>	<b>Classified Employees - Hourly : EHS Administration</b>	12,162	
33-1273-692000-53329-3115	STRS - Non-Instructional : EHS Administration	26,570	
33-1273-692000-53329-3215	PERS - Non-Instructional : EHS Administration	12,582	
33-1273-692000-53329-3315	OASDHI - Non-Instructional : EHS Administration	7,000	
33-1273-692000-53329-3325	Medicare - Non-Instructional : EHS Administration	6,498	
33-1273-692000-53329-3415	H & W - Non-Instructional : EHS Administration	144,909	
33-1273-692000-53329-3435	H & W - Retiree Fund Non-Inst : EHS Administration	4,481	
33-1273-692000-53329-3515	SUI - Non-Instructional : EHS Administration	4,929	
33-1273-692000-53329-3615	WCI - Non-Instructional : EHS Administration	10,755	
33-1273-692000-53329-3915	Other Benefits - Non-Instruct : EHS Administration	15,842	
33-1273-692000-53329-4310	Instructional Supplies : EHS Administration	5,500	
33-1273-692000-53329-4610	Non-Instructional Supplies : EHS Administration	6,500	
33-1273-692000-53329-4710	Food and Food Service Supplies : EHS Administration	3,000	
33-1273-692000-53329-5100	Contracted Services : EHS Administration Sub-agreement Help Me Grow @ \$142,600 Sub-agreement MOMS Orange County @ \$91,934 Mental Health Interns Supervisor @ \$3,000 PHFE @ \$10,000 Health/Nutrition Consultant @ \$25,000 Mental Health Consultant @ \$14,995	287,529	
33-1273-692000-53329-5220	Mileage/Parking Expenses : EHS Administration	7,690	
33-1273-692000-53329-5230	District In-Service Activities : EHS Administration	1,863	
33-1273-692000-53329-5300	Inst Dues & Memberships : EHS Administration	1,400	
33-1273-692000-53329-5845	Excess/Copies Usage : EHS Administration	3,200	
33-1273-692000-53329-5905	Other Participant Travel Exp : EHS Administration	200	
33-1273-692000-53329-5940	Reproduction/Printing Expenses : EHS Administration	1,875	
33-1273-692000-53329-5950	Software License and Fees : EHS Administration	2,500	
33-1273-692000-53329-6411	Equipment - Federal Progs >200 : EHS Administration	0	
	<b>Total #1273 - EHS 2013 Yr. 1 Operating Budget</b>	<b>1,393,159</b>	<b>1,393,159</b>

The match required is 20% of the total approved cost of the project that includes the EHS award (federal share) and the non-federal share at \$356,997. Match consists of Child Development state-funded staff and unclaimed indirect costs as listed below:

(8) Child Development Master Teachers each @ 50% + benefits	190,924
Daisy Castaneda, Assistant Director; Luz Cordoba; Margaret Humphreys; Imelda Iniguez; Paz Jorquera; Colleen Mangali; Cheryl Owens; Keo Phirin Salinas	
Zeferina Gonzalez, SAC Director @ 28% + benefits	21,565
Total Personnel	212,489
Unclaimed indirect applied to federal & non-federal costs at 9%	144,508
	356,997

**SPECIAL PROJECT DETAILED BUDGET #1278**  
**NAME: Early Head Start Training & Technical Assistance Yr. 1 of 3 (District)**  
**FISCAL YEAR: 2012/2013**

CONTRACT PERIOD: 01/01/2013 - 12/31/2013  
 CONTRACT INCOME: \$34,829  
 CFDA No. 93.600  
 Award No. 09CH9091/02

PROJ. ADM. Enrique Perez  
 PROJ. DIR. Dee Tucker  
 Date: 1/3/2013

		New Budget	
GL Account String	Description	Debit	Credit
33-1278-000000-50000-8199	Other Federal Revenues : District Operations		34,829
33-1278-679000-50000-5865	Indirect Costs : District Operations @ 4%	1,340	
33-1278-675000-53329-5210	Conference Expenses : EHS Administration	15,450	
33-1278-692000-53329-4710	Food and Food Service Supplies : EHS Administration	1,000	
33-1278-692000-53329-5100	Contracted Services : EHS Administration	17,039	
	<b>Total #1273 - EHS 2013 Yr. 1 Operating Budget</b>	<b>34,829</b>	<b>34,829</b>

**SPECIAL PROJECT DETAILED BUDGET #2116**  
**NAME: FACILITIES RENOVATION AND REPAIR (DISTRICT)**  
**FISCAL YEAR 2012/2013**

Contract Period: 07/01/2012 - 06/30/2015  
 Contract Amount: \$95,453  
 Contract No. CRPM-2046

PROJ ADM: Enrique Perez  
 PROJ DIR: Dee Tucker  
 Date: 12/06/2012

GL Account String	Description	New Budget	
		Debit	Credit
33-2116-000000-50000-8699	Other Misc State Revenue : District Operations		95,453
	<b>Dept: 53323 - CDC Centennial Education Ctr</b>		
33-2116-692000-53323-5100	Contracted Services : CDC Centennial Education Ctr repair water drainage	8,000	
33-2116-692000-53323-6419	Equip/Software - >\$200 <\$1,000 : CDC Centennial Edu	2,000	
	<b>Dept: 53325 - CDC Santa Ana College</b>		
33-2116-692000-53325-5100	Contracted Services : CDC Santa Ana College Shade for playground	19,453	
	<b>Dept: 53326 - CDC Santiago Canyon College</b>		
33-2116-692000-53326-5100	Contracted Services : CDC Santiago Canyon College replace carpet and linoleum in three classrooms; repair shade covers on playground	30,000	
	<b>Dept: 53327 - CDC Santa Ana College - East</b>		
33-2116-692000-53327-6120	Site Improvements : CDC Santa Ana College - East Replace existing soft surface with artificial turf	36,000	
	<b>Total 2116 - CDC Facilities Renovation &amp; Repair</b>	<b>95,453</b>	<b>95,453</b>

**SPECIAL PROJECT DETAILED BUDGET: #1608**

**NAME: NSF - Fullerton Mathematics Teacher & Master Teacher Fellows Project (FULL MT2) - Yr. 3 & Yr. 2 Carryover**

**FISCAL YEAR: 2012/13**

CONTRACT PERIOD: 7/01/12 to 6/30/13

PROJ. ADM. Cheryl Carrera

CONTRACT INCOME: \$3,296 - Year 2 Carryover from 11/12

PROJ. DIR. Cheryl Carrera

20,000 - Year 3 Allocation (2012/13)

**23,296 TOTAL**

Date: 12/10/12

CFDA #: 47.076; Prime Award #: DUE-1035315; Subaward No.: S-5012-RSCCD

GL Account	Description	Existing Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1608-000000-10000-8199	Other Federal Revenues : Sa		3,296		23,296		20,000
12-1608-170100-16201-1280	Contract - Reassigned Time - <b>McKowan (12.5%)</b>	-		9,511		9,511	
12-1608-170100-16201-1484	Int/Sum Beynd Contr-Reassig - <b>Cher Carrera (1A) &amp; summer 2013</b>	2,175		7,114		4,939	
12-1608-170100-16201-3115	STRS - Non-Instructional :	180		1,385		1,205	
12-1608-170100-16201-3325	Medicare - Non-Instructiona	32		244		212	
12-1608-170100-16201-3415	H & W - Non-Instructional :	-		2,930		2,930	
12-1608-170100-16201-3435	H & W - Retiree Fund Non-In	22		168		146	
12-1608-170100-16201-3515	SUI - Non-Instructional : M	35		185		150	
12-1608-170100-16201-3615	WCI - Non-Instructional : M	52		403		351	
12-1608-170100-16201-3915	Other Benefits - Non-Instru	-		156		156	
12-1608-170100-16201-4610	Non-Instructional Supplies	400		600		200	
12-1608-170100-16201-5220	Mileage/Parking Expenses :	400		600		200	
<b>Totals for PROJECT: 1608</b>	<b>NSF-FULL MT2</b>	<b>3,296</b>	<b>3,296</b>	<b>23,296</b>	<b>23,296</b>	<b>20,000</b>	<b>20,000</b>

6.1 (14)

**SPECIAL PROJECT DETAILED BUDGET #2301**  
**NAME: YOUTH ENTREPRENEURSHIP PROGRAM - BEC Year 3 (DISTRICT)**  
**FISCAL YEAR: 2012/2013**

CONTRACT PERIOD: 10/01/2012 - 02/28/2014  
 CONTRACT INCOME: \$125,000  
 CONTRACT NO.: 12-172-051

PRJ. ADMIN. Enrique Perez  
 PRJ. DIR. Maricela Sandoval  
 Date: 01/03/2013

GL Account String	Description	New Budget	
		Debit	Credit
12-2301-000000-50000-8659	Other Reimb Categorical Allow : District Operations		125,000
12-2301-672000-50000-5865	Indirect Costs : District Operations @ 4%	4,808	
12-2301-675000-53410-5210	Conference Expenses : Small Business Dev Ctr Office	3,000	
<b>12-2301-684000-53410-2110</b>	<b>Classified Management : Small Business Dev Ctr Off</b> Business Prg & Svs Mgr @ 50%	34,612	
<b>12-2301-684000-53410-2130</b>	<b>Classified Employees : Small Business Dev Ctr Office</b> Marketing Specialist @ 50%	23,286	
12-2301-684000-53410-3215	<i>PERS - Non-Instructional : Small Business Dev Ctr O</i>	6,610	
12-2301-684000-53410-3315	<i>OASDHI - Non-Instructional : Small Business Dev Ctr</i>	3,734	
12-2301-684000-53410-3325	<i>Medicare - Non-Instructional : Small Business Dev C</i>	873	
12-2301-684000-53410-3415	<i>H &amp; W - Non-Instructional : Small Business Dev Ctr</i>	6,813	
12-2301-684000-53410-3435	<i>H &amp; W - Retiree Fund Non-Inst : Small Business Dev</i>	602	
12-2301-684000-53410-3515	<i>SUI - Non-Instructional : Small Business Dev Ctr Of</i>	662	
12-2301-684000-53410-3615	<i>WCI - Non-Instructional : Small Business Dev Ctr Of</i>	1,445	
12-2301-684000-53410-3915	<i>Other Benefits - Non-Instruct : Small Business Dev</i>	2,325	
12-2301-684000-53410-4210	Books, Mags & Ref Mat, Non-Lib : Small Business Dev	500	
12-2301-684000-53410-4610	Non-Instructional Supplies : Small Business Dev Ctr	2,500	
12-2301-684000-53410-4710	Food and Food Service Supplies : Small Business Dev	2,500	
12-2301-684000-53410-5100	Contracted Services : Small Business Dev Ctr Office	18,530	
12-2301-684000-53410-5220	Mileage/Parking Expenses : Small Business Dev Ctr O	1,000	
12-2301-684000-53410-5300	Inst Dues & Memberships : Small Business Dev Ctr Of	1,500	
12-2301-684000-53410-5800	Advertising : Small Business Dev Ctr Office	2,500	
12-2301-684000-53410-5880	Internet Services : Small Business Dev Ctr Office	700	
12-2301-684000-53410-5940	Reproduction/Printing Expenses : Small Business Dev	1,500	
12-2301-684000-53410-5966	Transportation - Student : Small Business Dev Ctr O	1,000	
12-2301-684000-53410-6410	Equipment - All Other > \$1,000 : Small Business Dev	2,500	
12-2301-684000-53410-6419	Equip/Software - >\$200 <\$1,000 : Small Business Dev	1,500	
<b>Total #2301 - YEP BEC Yr. 3</b>		<b>125,000</b>	<b>125,000</b>

**SPECIAL PROJECTS DETAILED BUDGET #2602**

**NAME: Youth Entrepreneurship Project - Faculty Mini Grants III Program (District)**

**FISCAL YEAR: 2012/2013**

CONTRACT TERM: 10/1/2012 - 2/28/2014

CONTRACT AWARD: \$560,000

Grant #: 12-172-055

PROJ ADM: Enrique Perez

PROJ DIR: Michael Roessler

Date: 01/02/2013

Account String	Description	New Budget	
		Debit	Credit
12-2602-000000-50000-8659	Other Reimb Categorical Allow : District Operations		560,000
12-2602-672000-50000-5865	Indirect Costs : District Operations <i>(4% of grant-funded direct costs)</i>	21,538	
12-2602-675000-53305-5210	Conference Expenses : Educational Services Office	8,424	
12-2602-684000-53305-5100	Contracted Services : Educational Services Office (RSCCD, Los Rios, Merced, Skyline and Southwestern College will each receive \$50,000 for a total of \$250,000); (Colleges receiving mini-grants include: Cabrillo, Cuesta, Feather River, Kern, Mira Costa, Napa Valley, and Shasta Colleges for a total of \$70,000). The remaining \$23,000 will be used for other contracted services.	343,000	
12-2602-684000-53365-2110	<b>Classified Management : Michael Roessler</b>	127,146	
12-2602-684000-53365-3215	PERS - Non-Instructional : Business Entrepreneurship Ctr	14,516	
12-2602-684000-53365-3315	OASDHI - Non-Instructional : Business Entrepreneurship Ctr	7,883	
12-2602-684000-53365-3325	Medicare - Non-Instructional : Business Entrepreneurship Ctr	1,844	
12-2602-684000-53365-3415	H & W - Non-Instructional : Business Entrepreneurship Ctr	1,271	
12-2602-684000-53365-3435	H & W - Retiree Fund Non-In : Business Entrepreneurship Ctr	29,087	
12-2602-684000-53365-3515	SUI - Non-Instructional : Business Entrepreneurship Ctr	1,399	
12-2602-684000-53365-3615	WCI - Non-Instructional : Business Entrepreneurship Ctr	3,052	
12-2602-684000-53365-5560	Telephone & Pager Services : Business Entrepreneurship Ctr	840	
	<b>Total - YEP Faculty Mini Grants III Program</b>	<b>560,000</b>	<b>560,000</b>

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**

## Educational Services

To: Board of Trustees	Date: January 14, 2013
Re: Approval of Subcontract Agreements between RSCCD and CHOC/Help Me Grow, and MOMS Orange County for Early Head Start	
Action: Request for Approval	

**BACKGROUND**

Rancho Santiago Community College District has been awarded renewal funding for the Early Head Start grant from the United States Department of Health and Human Services Administration for Children and Families. The Early Head Start program serves infants and children up to three years old and their families, and serves pregnant mothers by providing comprehensive center- and home-based services.

**ANALYSIS**

The Rancho Santiago Community College District Child Development Services formed a collaborative effort to meet the needs of 140 children and their families. The following are the partners involved in this undertaking:

<b><u>Contract No.</u></b>	<b><u>Subcontractor</u></b>	<b><u>Amount</u></b>
DO-13-1273-01	CHOC/Help Me Grow	\$142,600
DO-13-1273-02	MOMS Orange County	\$91,934

Early Head Start Project Director is My Le Pham. Project Administrator is Dee Tucker.

**RECOMMENDATION**

It is recommended that the board approve the subcontract agreements and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$234,534	Board Date: January 14, 2013
Prepared by: Maria Gil, Interim Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
CHOC CHILDREN'S**

**Early Head Start (Grant No. 09CH9091/02)**

This Agreement is entered into on the 14<sup>th</sup> day of January 2013, between Rancho Santiago Community College District (hereinafter "RSCCD") and CHOC CHILDREN'S on behalf of HELP ME GROW OC (hereinafter "SUBRECIPIENT").

**WHEREAS**, RSCCD has received a grant entitled Early Head Start (Grant No. 09CH9091/02; CFDA No. 93.600), from the United States Department of Health and Human Services Administration for Children and Families (ACF), for the purpose of providing services to children and their families, and

**WHEREAS**, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

**WHEREAS**, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

**NOW, THEREFORE** the DISTRICT and SUBRECIPIENT do covenant and agree as follows:

**TERM**

1. The performance period and grant term is January 1, 2013 through December 31, 2013, in the amount of **\$142,600** in Operating funds representing 80% of the award total. This agreement may be subject to additional funding, on contingency with the following: legislative appropriation beyond the initial period; legislative authorization and availability of additional federal funds; and any other modification(s) made by RSCCD. The balance of the total funds will be awarded when funds are available, subject to the final appropriation for the Head Start program during 2013.

**PURPOSE**

2. The purpose of the program funded by this Agreement is to support Early Head Start services and is designed to improve the quality and long-term effectiveness of children and families by developing comprehensive services to the whole family which will lead to self sufficiency. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

**COMPLIANCE WITH LAW**

3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:
  - a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 45 CFR 74; 45 CFR 87; 45 CFR 1301-1310; 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS); Federal Financial Accountability and Transparency Act (FFATA) of 2006; OMB Circular A-110 Uniform Administrative Requirements for Awards and Sub-Awards With Institutions of Higher

Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-21 Cost Principles for Educational Institutions; and OMB Circular A-133 Appendix B Audits of States, Local Governments and Non-Profit Organizations, Compliance Supplement; subject to the requirements of the U.S. Department of Health and Human Services Grants Policy Statement (HHS GPS) including Parts I and II;

- b. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
- c. All applicable State statutes, regulations, policies, procedures and directives;
- d. All applicable local ordinances and requirements, including use permits and licensing;
- e. Court orders applicable to its operation; and
- f. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

#### **STATEMENT OF WORK**

- 4. This Agreement is based on the Notice of Award included with this Agreement (refer to **Exhibit A**). SUBRECIPIENT agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Notice of Award in a professional, timely and diligent manner (refer to **Exhibit C**). The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Notice of Award will be controlling.

#### **MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

- 5. The parties hereto agree that those program components and service levels detailed in the aforementioned Notice of Award may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 45 CFR 74.25 (c)(2)) are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

#### **PLANS AND PROCEDURES**

- 6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

#### **REPORTS**

- 7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data.

#### **NO SUPPLANTATION**

- 8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SUBRECIPIENT shall not render

the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

### **INDEPENDENT CONTRACTOR**

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

### **SUBCONTRACT ASSIGNMENT**

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

### **BUDGET SCHEDULE**

11. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached as **Exhibit B**, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

### **MODIFICATION OF BUDGET SCHEDULE**

12. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in the need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

### **TIME EXTENSIONS**

13. RSCCD will not be requesting a time extension for program activities from the U.S. Department of Health and Human Services ACF. As a result, SUBRECIPIENT will not be granted an extension. Therefore, SUBRECIPIENT must spend all of the funds allocated through this agreement within the timeframe of the agreement. Under this agreement, SUBRECIPIENT will only be reimbursed for expenses that are incurred prior to **December 31, 2013**.

### **SUBMISSION OF INVOICES**

14. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- a. Payments. Beginning upon execution of this agreement, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, RSCCD shall make reimbursement payments as long as the total payments under this

Agreement do not exceed **\$142,600**. Invoices should show itemized expenditures in accordance with the invoice template provided with the Agreement (refer to **Exhibit D**).

- b. Invoices. One original signed invoice should be sent to the Child Development Services Executive Director, as follows:

Dee Tucker, Executive Director  
Child Development Services  
Rancho Santiago Community College District  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706

**FISCAL ACCOUNTABILITY**

- 15. a. 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. Refer to **Exhibit B**.

**PROGRAM INCOME**

- 16. SUBRECIPIENT must comply with **Exhibit E**, Use of Program Income, for all program income generated.

**ANNUAL AUDIT**

- 17. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

**ACCESS AND RECORDS**

- 18. a. Access. RSCCD, the U.S. Department of Health and Human Services ACF, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT’S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT’S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this

Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

- b. Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records that relate to 1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or 2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

### **FRAUD**

19. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

### **NONDISCRIMINATION AND COMPLIANCE PROVISIONS**

20. As a condition of this award of financial assistance under the U.S. Department of Health and Human Services ACF to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 45 CFR 84, 85, 86, 90, 91 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.
  - a. During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
  - b. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

- c. SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

**CONFIDENTIALITY**

21. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

**PROPERTY**

22. a. 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 prior written approval of the Grants Officer.
- b. Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

**INDEMNIFICATION**

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

**INSURANCE**

24. SUBRECIPIENT shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT’S comprehensive general liability

insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

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

**PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

25. SUBRECIPIENT agrees to grant RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 45 CFR 74.36, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the U.S. Department of Health and Human Services ACF."

**STANDARDS OF CONDUCT**

- 26. a. General Assurance. In accordance with 45 CFR 74.42 every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- b. 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**

27. SUBRECIPIENT shall abide by the Government-wide Requirements for a Drug Free Workplace in accordance with 45 CFR 82.205. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with these requirements.

### **ENVIRONMENTAL TOBACCO SMOKE**

28. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with the requirements of the Act.

### **DEBARMENT AND SUSPENSION**

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 45 CFR Part 74.13.

### **TRAFFICKING VICTIMS PROTECTION ACT**

30. As required under Section 106 (g) of the TVPA as amended in 22 U.S.C. 7104(g) RSCCD retains the right to terminate this sub-agreement, without penalty, if the SUBRECIPIENT, or any of its subcontractors (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, or sub-agreement is in effect, or (ii) uses forced labor in the performance of this sub-agreement.

### **LITERATURE AND PUBLIC ANNOUNCEMENTS**

31. As required under Section 508 of Public Law 103-333, the following conditions are applicable to the SUBRECIPIENT: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to States and local governments and recipients of Federal research grants shall clearly state 1) the percentage of the total costs of the program or project which will be financed with Federal money, 2) the dollar amount of Federal funds for the program or project, and 3) the percentage and dollar amount of total costs of program or project that will be refinanced by non-governmental sources."

### **LOBBYING**

32. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 45 CFR Part 93, SUBRECIPIENT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in

connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### **BREACH – SANCTIONS**

33. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: 1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or 2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or 3) terminate this Agreement in accordance with Section 34 herein.

### **DISPUTES**

34. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Any dispute concerning any question arising under this Agreement, except as otherwise provided in this Agreement, shall be decided by RSCCD or the U.S. Department of Health and Human Services ACF. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the U.S. Department of Health and Human Services ACF, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the U.S. Department of Health and Human Services ACF, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

### **TERMINATION**

35. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT'S expenditures, and

inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD'S decision.

**TOTAL AGREEMENT**

36. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this contract.

**AMENDMENTS**

37. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

**NOTICES**

38. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States mail, postage prepaid, addressed as follows:

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

SUBRECIPIENT:        Rebecca Hernandez, Manager, Help Me Grow OC  
                                 1915 West Orangewood Avenue, Suite 303  
                                 Orange, CA 92868

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

**Rancho Santiago Community College District**

By: \_\_\_\_\_  
Name: Peter J. Hardash  
Title: Vice Chancellor, Business/Fiscal Services  
Date: \_\_\_\_\_

**CHOC CHILDREN'S**

By: \_\_\_\_\_  
Name: Debra Mathis  
Title: Chief Operating Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

**HELP ME GROW OC**

By: \_\_\_\_\_  
Name: Rebecca Hernandez, MSEd  
Title: Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

Board approval date: January 14, 2013

## LIST OF EXHIBITS

EXHIBIT A	EARLY HEAD START APPLICATION
EXHIBIT B	OPERATING AND TRAINING & TECHNICAL ASSISTANCE BUDGETS
EXHIBIT C	SCOPE OF WORK
EXHIBIT D	INVOICE TEMPLATE
EXHIBIT E	USE OF PROGRAM INCOME

**AGREEMENT BETWEEN  
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT  
AND  
MOMS Orange County**

**Early Head Start (Grant No. 09CH9091/02)**

This Agreement is entered into on the 14<sup>th</sup> day of January 2013, between Rancho Santiago Community College District (hereinafter “RSCCD”) and MOMS Orange County (hereinafter “SUBRECIPIENT”).

**WHEREAS**, RSCCD has received a grant entitled Early Head Start (Grant No. 09CH9091/02; CFDA No. 93.600), from the United States Department of Health and Human Services Administration for Children and Families (ACF), for the purpose of providing services to children and their families, and

**WHEREAS**, SUBRECIPIENT has agreed to participate in the purpose of this grant, and

**WHEREAS**, RSCCD has the right to enter into agreements with outside entities for various services with the approval of the Board of Trustees;

**NOW, THEREFORE** the DISTRICT and SUBRECIPIENT do covenant and agree as follows:

**TERM**

1. The performance period and grant term is January 1, 2013 through December 31, 2013, in the amount of **\$91,934** in Operating funds representing 80% of the award total. This agreement may be subject to additional funding, on contingency with the following: legislative appropriation beyond the initial period; legislative authorization and availability of additional federal funds; and any other modification(s) made by RSCCD. The balance of the total funds will be awarded when funds are available, subject to the final appropriation for the Head Start program during 2013.

**PURPOSE**

2. The purpose of the program funded by this Agreement is to support Early Head Start services and is designed to improve the quality and long-term effectiveness of children and families by developing comprehensive services to the whole family which will lead to self sufficiency. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.

**COMPLIANCE WITH LAW**

3. In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:
  - a. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to 45 CFR 74; 45 CFR 87; 45 CFR 1301-1310; 2 CFR 25.110 Central Contractor Registration (CCR) and DATA Universal Number System (DUNS); Federal Financial Accountability and Transparency Act (FFATA) of 2006; OMB Circular A-110 Uniform Administrative Requirements for Awards and Sub-Awards With Institutions of Higher

Education, Hospitals, and Other Non-Profit Organizations; OMB Circular A-21 Cost Principles for Educational Institutions; and OMB Circular A-133 Appendix B Audits of States, Local Governments and Non-Profit Organizations, Compliance Supplement; subject to the requirements of the U.S. Department of Health and Human Services Grants Policy Statement (HHS GPS) including Parts I and II;

- b. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000;
- c. All applicable State statutes, regulations, policies, procedures and directives;
- d. All applicable local ordinances and requirements, including use permits and licensing;
- e. Court orders applicable to its operation; and
- f. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify RSCCD after enactment or modification that it cannot so comply. RSCCD may thereupon terminate this Agreement, if necessary.

#### **STATEMENT OF WORK**

- 4. This Agreement is based on the Notice of Award included with this Agreement (refer to **Exhibit A**). SUBRECIPIENT agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Notice of Award in a professional, timely and diligent manner (refer to **Exhibit C**). The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Notice of Award will be controlling.

#### **MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

- 5. The parties hereto agree that those program components and service levels detailed in the aforementioned Notice of Award may be modified so long as the total payments under this Agreement are not increased and the project scope, objectives, and key personnel (in accordance with 45 CFR 74.25 (c)(2)) are not altered. However, any such modification shall not be made without the prior written notification of RSCCD. Any requests for changes in scope, objectives or key personnel require written approval and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Services ACF.

#### **PLANS AND PROCEDURES**

- 6. SUBRECIPIENT shall monitor its program for compliance with the provisions of this Agreement and all applicable laws, regulations and its institutional policies and procedures.

#### **REPORTS**

- 7. SUBRECIPIENT shall submit such reports, data and information at such times as RSCCD may require, and in the form RSCCD may require, regarding the performance of SUBRECIPIENT'S services, or SUBRECIPIENT'S activities, costs or other data.

#### **NO SUPPLANTATION**

- 8. Funds provided under this Agreement shall be used only for activities that are in addition to those that would otherwise be available in the absence of such funds. SUBRECIPIENT shall not render

the same services under this Agreement to any participant whose cost of services is otherwise paid for by any other person or entity.

### **INDEPENDENT CONTRACTOR**

9. SUBRECIPIENT agrees that the service provided hereunder are rendered in its capacity as an independent contractor and that it is not in any way an agent of RSCCD, nor shall its employees be entitled to any personnel benefits of RSCCD whatsoever.

### **SUBCONTRACT ASSIGNMENT**

10. None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be sub-contracted or assigned to any agency, consultant, or person without the prior written consent of RSCCD. No subcontract or assignment shall terminate or alter the legal obligation of SUBRECIPIENT pursuant to this Agreement. SUBRECIPIENT shall insure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal and local SUBRECIPIENT guidelines. SUBRECIPIENT shall itemize all sub-contractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each SUBRECIPIENT. By entering into this Agreement SUBRECIPIENT agrees that it is the direct provider of intended services. Upon request, SUBRECIPIENT shall submit to RSCCD copies of all sub-contracts for services and contracted staff, and other agreements, as well as documentation indicating the approving authority's approval, that relate to this Agreement.

### **BUDGET SCHEDULE**

11. SUBRECIPIENT agrees that the expenditures of any and all funds under this Agreement will be in accordance with the approved budget, a copy of which is attached as **Exhibit B**, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

### **MODIFICATION OF BUDGET SCHEDULE**

12. SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the scope of the program is not altered. Where the scope of the program is altered and results in the need for a change in the budget, written approval is required and should be coordinated through RSCCD for submission to the U.S. Department of Health and Human Service ACF.

### **TIME EXTENSIONS**

13. RSCCD will not be requesting a time extension for program activities from the U.S. Department of Health and Human Services ACF. As a result, SUBRECIPIENT will not be granted an extension. Therefore, SUBRECIPIENT must spend all of the funds allocated through this agreement within the timeframe of the agreement. Under this agreement, SUBRECIPIENT will only be reimbursed for expenses that are incurred prior to **December 31, 2013**.

### **SUBMISSION OF INVOICES**

14. Upon the effective date of this Agreement, RSCCD shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- a. Payments. Beginning upon execution of this agreement, no more often than once a month and no less than once per quarter, upon receipt and approval by RSCCD of SUBRECIPIENT'S invoice, RSCCD shall make reimbursement payments as long as the total payments under this

Agreement do not exceed **\$91,934**. Invoices should show itemized expenditures in accordance with the invoice template provided with the Agreement (refer to **Exhibit D**).

- b. Invoices. One original signed invoice should be sent to the Project Director, as follows:

Dee Tucker, Executive Director  
Child Development Services  
Rancho Santiago Community College District  
2323 North Broadway, Suite 350  
Santa Ana, CA 92706

### **FISCAL ACCOUNTABILITY**

15. a. 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. Refer to **Exhibit B**.

### **PROGRAM INCOME**

16. SUBRECIPIENT must comply with **Exhibit E**, Use of Program Income, for all program income generated.

### **ANNUAL AUDIT**

17. SUBRECIPIENT shall arrange for an independent audit of their federal funds in accordance with OMB Circular A-133. This program should be listed in their Schedule of Federal Expenditures. SUBRECIPIENT shall submit a copy of each required audit report to RSCCD within thirty (30) days after the date received by the SUBRECIPIENT.

### **ACCESS AND RECORDS**

18. a. Access. RSCCD, the U.S. Department of Health and Human Services ACF, and the United States Government and/or their representatives, shall have access, for purposes of monitoring auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records) and to records of SUBRECIPIENT'S subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. Such agencies or representatives shall have the right to make excerpts, transcripts

and photocopies of such records and to schedule on-site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. In the event SUBRECIPIENT does not make the above-referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by RSCCD in conducting any audit at the location where said records and books of account are maintained.

- b. Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records that relate to 1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or 2) costs and expenses of this Agreement to which RSCCD or any other government agency takes exception, shall be retained beyond the three (3) year period until final resolution or disposition of such appeals, litigation, claims, or exceptions.

### **FRAUD**

19. SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement, in accordance with the applicable federal laws and regulations.

### **NONDISCRIMINATION AND COMPLIANCE PROVISIONS**

20. As a condition of this award of financial assistance under the U.S. Department of Health and Human Services ACF to SUBRECIPIENT from RSCCD, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 45 CFR 84, 85, 86, 90, 91 et seq. The United States, the State of California and RSCCD have the right to seek judicial enforcement of this assurance.
  - a. During the performance of this Agreement, SUBRECIPIENT and its subcontractors will not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, physical or mental disability (including HIV and AIDS), medical condition (cancer), marital status, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, religion, color, ethnic group identification, national origin, ancestry, mental or physical disability (including HIV and AIDS), medical condition (cancer), marital status, age (over 40), sex, denial of family care leave, or political affiliation or belief. SUBRECIPIENT will insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
  - b. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

- c. SUBRECIPIENT will give written notice of its obligations under this Section of the Agreement to labor organizations with which SUBRECIPIENT has a collective bargaining or other agreement.

**CONFIDENTIALITY**

21. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and state laws. However, SUBRECIPIENT shall submit to RSCCD, the U.S. Department of Health and Human Services ACF, and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

**PROPERTY**

22. a. 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 prior written approval of the Grants Officer.
- b. Property Management. SUBRECIPIENT shall budget, manage and maintain an inventory of property in accordance with the standards established by the U.S. Government. SUBRECIPIENT shall retain records pertaining to all equipment or property described above, and to costs incurred with respect thereto, for a period of three (3) years after final disposition of such property. SUBRECIPIENT shall immediately return all equipment, finished or unfinished documents, photographs, data, studies and reports or unused supplies prepared or purchased by SUBRECIPIENT under this Agreement to RSCCD or its representatives, or dispose of them in accordance with directions from RSCCD.

**INDEMNIFICATION**

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

**INSURANCE**

24. SUBRECIPIENT shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes a thirty (30) day notice of cancellation, modification, or reduction in said insurance. SUBRECIPIENT shall deliver certificate(s) of insurance under SUBRECIPIENT’S comprehensive general liability

insurance policy on or before the date of execution of this agreement. Upon request, RSCCD shall be provided a copy of said policy.

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

**PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

25. SUBRECIPIENT agrees to grant RSCCD, the US Department of Health and Human Services ACF, and/or the United States Government a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement. RSCCD, the US Department of Health and Human Services ACF, and/or the United States Government reserve the right to authorize others to use or reproduce such materials. Further, these parties shall have access to any report, preliminary findings or data assembled by SUBRECIPIENT under this Agreement and in accordance with 45 CFR 74.36, any publication filed by a grantee for an invention made under a grant must include the following statement in the first paragraph: "The invention described in this application was made under a grant from the Department of Health and Human Services ACF."

**STANDARDS OF CONDUCT**

- 26. a. General Assurance. In accordance with 45 CFR 74.42 every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal financial or political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations that give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- b. 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**

27. SUBRECIPIENT shall abide by the Government-wide Requirements for a Drug Free Workplace in accordance with 45 CFR 82.205. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with these requirements.

### **ENVIRONMENTAL TOBACCO SMOKE**

28. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting the subcontract agreement the SUBRECIPIENT certifies that it will comply with the requirements of the Act.

### **DEBARMENT AND SUSPENSION**

29. SUBRECIPIENT certifies that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal programs in accordance with 45 CFR Part 74.13.

### **TRAFFICKING VICTIMS PROTECTION ACT**

30. As required under Section 106 (g) of the TVPA as amended in 22 U.S.C. 7104(g) RSCCD retains the right to terminate this sub-agreement, without penalty, if the SUBRECIPIENT, or any of its subcontractors (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of time that the grant, or sub-agreement is in effect, or (ii) uses forced labor in the performance of this sub-agreement.

### **LITERATURE AND PUBLIC ANNOUNCEMENTS**

31. As required under Section 508 of Public Law 103-333, the following conditions are applicable to the SUBRECIPIENT: "When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to States and local governments and recipients of Federal research grants shall clearly state 1) the percentage of the total costs of the program or project which will be financed with Federal money, 2) the dollar amount of Federal funds for the program or project, and 3) the percentage and dollar amount of total costs of program or project that will be refinanced by non-governmental sources."

### **LOBBYING**

32. As required by Section 1352, Title 31, of the U.S. Code, and implemented at 45 CFR Part 93, SUBRECIPIENT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in

connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

### **BREACH – SANCTIONS**

33. If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by SUBRECIPIENT, or if SUBRECIPIENT reports inaccurately, or if any audit report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay RSCCD all amounts due RSCCD as a result thereof. For any such failures or violations RSCCD shall also have the right, at its sole discretion, to: 1) immediately discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or 2) collect outstanding amounts, as determined by RSCCD to be due RSCCD from SUBRECIPIENT, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or 3) terminate this Agreement in accordance with Section 34 herein.

### **DISPUTES**

34. In the event of a dispute between the parties, the aggrieved party shall notify the other party and provide a detailed description of the alleged problem. The parties agree to use reasonable efforts to resolve such dispute by good faith negotiations and mutual agreement. In the event such informal resolution is not successful within a reasonable period of time, the parties hereby agree that such dispute will be resolved in the manner specified below.

Any dispute concerning any question arising under this Agreement, except as otherwise provided in this Agreement, shall be decided by RSCCD or the Department of Health and Human Services ACF. In such a case, the decision shall be reduced to writing and a copy thereof shall be mailed or otherwise furnished to SUBRECIPIENT. The decision shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, RSCCD receives from SUBRECIPIENT a written request to appeal said decision. Pending final decision of the appeal, SUBRECIPIENT shall act in accordance with the written decision of RSCCD or the Department of Health and Human Services ACF, whichever is the final arbiter of the dispute.

The handling of non-criminal complaints, including discrimination complaints, and complaints and reports of criminal fraud, waste and abuse shall be as prescribed by RSCCD, and/or the State of California, and/or the US Department of Health and Human Services ACF, whichever is applicable, in accordance with applicable provisions of the Code of Federal Regulations.

### **TERMINATION**

35. Either party may terminate this Agreement, with or without cause upon thirty (30) days written notice served upon the other party. Notice shall be deemed served on the date of mailing. Upon termination, or notice thereof, the parties agree to cooperate with one another in the orderly transfer of service responsibilities, active case records, and pertinent documents.

The obligations of RSCCD under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of SUBRECIPIENT'S expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the RSCCD

Board of Trustees each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, RSCCD shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with RSCCD'S decision.

**TOTAL AGREEMENT**

36. This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this contract.

**AMENDMENTS**

37. This Agreement may be modified or revised at any time by the parties as long as the amendment is made in writing and signed by both parties.

**NOTICES**

38. All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States mail, postage prepaid, addressed as follows:

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

SUBRECIPIENT:        MOMS Orange County  
                                 1128 West Santa Ana Blvd  
                                 Santa Ana, CA 92703

IN WITNESS WHEREOF, RSCCD and SUBRECIPIENT have executed this Agreement as of the date first above written.

**Rancho Santiago Community College District**

**MOMS of Orange County**

By: \_\_\_\_\_  
Name: Peter J. Hardash  
Title: Vice Chancellor, Business/Fiscal Services  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Pamela Pimentel  
Title: Chief Executive Officer  
Date: \_\_\_\_\_

\_\_\_\_\_  
Employer/Taxpayer Identification Number (EIN)

Board Approval Date: January 14, 2013

## LIST OF EXHIBITS

EXHIBIT A	EARLY HEAD START APPLICATION
EXHIBIT B	OPERATING AND TRAINING & TECHNICAL ASSISTANCE BUDGETS
EXHIBIT C	SCOPE OF WORK
EXHIBIT D	INVOICE TEMPLATE
EXHIBIT E	USE OF PROGRAM INCOME

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT****EDUCATIONAL SERVICES**

To: Board of Trustees	Date: Jan. 14, 2013
Re: Approval of Child Development Services Parent Handbook	
Action: Request for Approval	

**BACKGROUND**

The California State Department of Education, Child Development Division requires the board of trustees to approve the parent handbook used in the administration of its state-supported system. The parent handbook currently in use at RSCCD child development centers was approved by the board in June 2005.

**ANALYSIS**

The Child Development Services (CDS) department has revised several policies in the handbook to adhere to state regulations and contracts, and clearly defined sections that explain the rights of parents, expectations of parents, and consequent actions.

**RECOMMENDATION**

It is recommended that the board approve the revised Child Development Services Parent Handbook.

Fiscal Impact: None	Board Date: Jan. 14, 2013
Item Prepared by: Dee Tucker, Executive Director, Child Development Services	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services and John Didion, Executive Vice Chancellor, Human Resources and Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

# Parent Handbook





# Parent Handbook

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**Child Development Services Office**

Executive Director  
2323 N. Broadway, Suite 350  
Santa Ana CA 92706  
714-480-7546

**Santa Ana College  
Early Childhood Education Center**

714-564-6894  
License # 304270473  
License # 304270474

**Santa Ana College  
Child Development Center East Campus**

714-564-6952  
License # 304370498

**Centennial Education Center  
Child Development Center**

714-241-5739  
License # 300605318

**Santiago Canyon College  
Child Development Center**

714-628-4890  
License # 300611799

**Orange Education Center  
Child Development Center**

714-628-5925  
License # 304370151

# Welcome To RSCCD Child Development Services

Welcome to Rancho Santiago Community College District Child Development Centers (RSCCD CDC). We are pleased that you have chosen to enroll your child at the center. We are licensed by the State Department of Social Services/Community Care Licensing. In addition, our Centers are accredited by the National Association for the Education of Young Children (NAEYC). The centers not only provide care for children and families, they also serve as learning laboratory sites for college students as they prepare to become teachers.

RSCCD Child Development Centers have been providing quality child care since 1971. Each center has a low child-to-adult ratio, individualized developmentally appropriate curriculum and provides a dual language classroom experience. We encourage staff and parents to develop respectful and caring partnerships that support each child's love of learning. Each child's success is part of family success and we welcome and embrace regular family involvement.

Together we will make a difference in your child's life!

With Warm Regards,

Santa Ana College Early Childhood Education Center Director

Centennial Child Development Center Director

Santa Ana College Child Development Center East Campus Director

Santiago Canyon College Child Development Center Director

Orange Education Child Development Center Director

Early Head Start Director

# All About Us

## MISSION STATEMENT

The mission of Rancho Santiago Community College District (RSCCD) Child Development Services (CDS) is to support and promote the district's commitment to student success by providing access to vital, comprehensive and quality early education programs and services, which reflect and address the needs of the multi-faceted community. To fulfill our mission, Early Childhood professionals of the RSCCD Child Development Centers are dedicated to:

1. Providing essential support that assists students in accomplishing their educational goals.
2. Enriching the lives of children and families by providing quality early care and education that:
  - Enhances the child's growth and development.
  - Maintains a safe and positive environment that promotes critical and independent thinking, creativity and respectful relationships.
3. Providing effective laboratory experiences for students in the human services field that:
  - Demonstrates a professional level of interaction of theory and practice.
  - Offers opportunities to develop the competencies and skills for professional conduct in their work with children.
4. Strengthening parenting skills through modeling, parent involvement and parent education.

## PHILOSOPHY STATEMENT

The philosophy of Rancho Santiago Community College District Child Development Services is reflected appropriately in each program throughout the department. Our commitment is to help children acquire the skills necessary to learn and to support family's success.

We believe that:

- Children always come first - before planned curriculum, before rules, and before adult convenience.
- The best learning happens in relationships that are characterized by personal respect and caring responsiveness.
- Children learn best in environments which motivates them to want to learn.
- Learning happens when children are allowed the freedom to choose their own activities.
- Curriculum is everything that happens to the child while he/she is at the center and is generated from the staff, parents and other children.

# CURRICULUM

The curriculum used by RSCCD Child Development Services is based on the foundation that children learn by doing. Our developmentally appropriate emergent curriculum is organized around the strengths and interests of the children and is offered in a way that will appeal to children in their individual stage of development and reflect their cultural diversity. Every day there are opportunities for all children to explore materials and create meaningful experiences. We believe that children will discover and learn by making the decisions needed to work through an activity rather than being told exactly how to accomplish a task. Play with a purpose is the primary vehicle for our curriculum. It is the child's most valuable learning tool. The curriculum is individualized, and offers children first hand learning experiences. The RSCCD Child Development center teachers use a standardized assessment tool to assess each child's developmental level and design learning experiences that will encourage each child to develop his/her knowledge and skills.

Our emergent curriculum provides opportunities in several basic areas:

- **Language and Literacy** – Children are encouraged to build their verbal expression with many opportunities to engage in conversations with adults and peers. Literacy skills are promoted through the print rich environment and activities that promote an interest and awareness of letters and letter sounds as well as opportunities for writing.
- **Mathematical Thinking** – Children develop a sense of number by actively participating in real life mathematical experiences and with a variety of materials that build math skills, such as counting, sorting, matching, and shape recognition.
- **Scientific Thinking** – Children learn by exploring the world around them. We nurture children's natural curiosity and intrinsic need to discover by offering them opportunities to use their five senses through measuring, comparing, questioning, predicting and analyzing results.
- **Social Studies** – Children explore roles and relationships in the world around them through dramatic play, block building, recognizing similarities and differences in people, families, professions, and understanding the reasons for social expectations.
- **Emotional and Social Development** – Children are encouraged to develop a healthy self-concept and self-regulation through interacting with others, problem solving, and conflict resolution.
- **Physical Development** – Children are provided opportunities to engage in physical activities that will promote their large and small motor skills through the use of materials and equipment such as slides, balls, climbing structures, bicycles, scissors, play dough, paint, puzzles, and lacing cards.
- **Personal Health and Safety** – Children are given opportunities to make healthy food choices and develop safe practices.
- **The Arts** – Children are encouraged to express their creativity through art, self-expression, music, and dramatic play.

# PROGRAM EVALUATION SYSTEM

RSCCD Child Development Services has multiple funding sources that require ongoing program self-evaluation. The program uses standardized assessment tools to assist it in improving program quality standards and provide positive outcomes for children and families. Parents' input is a necessary component of this evaluation system.

The California Department of Education Child Development Division Desired Results system requires that the following tools be used:

1. The Desired Results Developmental Profile (DRDP) is completed twice a year and assesses the developmental level of each child.
2. The Desired Results Parent Survey is completed once a year and gives the program access to information about parents and their level of satisfaction.
3. The Environment Rating Scale (ITERS or ECERS) is completed once a year and measures the implementation of program quality standards.

The federal Department of Health and Human Services Administration for Children and Families requires ongoing monitoring for the Early Head Start (EHS) program. This is done to ensure compliance with the Head Start Performance Standards. The following tools are used:

1. The Desired Results Developmental Profile (DRDP) is completed three times a year and assesses the developmental level of each child.
2. The Ages and Stages Questionnaire (ASQ) screening tool is completed twice a year by parents and aids the identification of young children who may have developmental delays and require early intervention services.
3. The Self-Assessment tool is completed once a year by parents and evaluates the quality of services provided.
4. The Integrated Monitoring tool is completed once a year by staff and measures the implementation of the performance standards.

## CHILD DEVELOPMENT SERVICES ORGANIZATIONAL PATTERN

Each center or program is under the supervision of a **Center Director or Project Director**; all Directors report to the **Executive Director of Child Development Services**. All Child Development Services are under the administrative supervision of the **Assistant Vice Chancellor, Educational Services** who reports to the **Executive Vice Chancellor, Human Resources and Educational Services**. The **Chancellor** has final administrative responsibility for the program. The **Board of Trustees** of the district sets policies. The Board of Trustees approves the contents of the Parent Handbook.

- **Child Development Services Executive Director:** Responsible for the overall supervision and management of the Child Development Services.
- **Administrative Secretary:** Provides administrative support to the Executive Director and/or Early Head Start Director.
- **Accountant:** Provides financial administrative support to the Executive Director and Child Development Services program.
- **Early Head Start (EHS) Director:** Plans, organizes, directs, evaluates and oversees all EHS program activities.

- **EHS Associate Director of Education/Disabilities:** Plans, organizes, directs, evaluates and oversees classroom and home-based support activities, including curriculum and professional development, and monitors children with special needs under the supervision of the EHS Director.
- **EHS Associate Director of Parent Services/Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA):** Plans, organizes, directs, evaluates and oversees all family services and trainings, and monitors family eligibility, recruitment, selection process, enrollment and attendance under the supervision of the EHS Director.
- **Center Director:** Plans, organizes, directs, evaluates and oversees all classroom support activities at a child development center.
- **EHS Parent Educator:** Plans, supervises, and evaluates the weekly home visit activities and bi-monthly socialization opportunities for children and their families in the EHS home-based program.
- **Child Development Master Teacher:** Plans, supervises, and evaluates the daily program activities for a group of children.
- **Child Development Teacher:** Under the supervision of a Master Teacher, plans and takes responsibility for the daily program for a group of children.
- **Child Development Intern I, II, III:** Assists and supports the Master Teacher and Teacher in the daily planning and supervision of the children's program while gaining practical experience.
- **Student Assistant I, II, III:** Under the supervision of the Master Teacher and Teacher, gains supervised experience while assisting with the daily care of the children.
- **Administrative Clerk:** Provides administrative support to a center or project by enrolling children, maintaining the records of children and staff and preparing state reports.
- **Cook/Nutrition Specialist:** Responsible for food purchase, preparation, menu planning, and serving for a group of children.

## UNIFORM COMPLAINT PROCEDURE

In compliance with the California Code of Regulations, Title 5, Sections 4600-4671, any individual, public agency or organization may file a complaint if they believe the school district is not complying with federal or state laws or regulations pertaining to the Child Care and Development and Child Nutrition programs. This procedure also applies to these programs for complaints which allege unlawful discrimination on the basis of actual or perceived sex, race, ancestry, national origin, ethnic group identification, color, religion, age, marital status, sexual orientation, gender, or mental or physical disability, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics. Complaints may also be filed under this section for alleged violations of federal school safety planning requirements. A complaint must be in writing, and all relevant facts must be clearly stated. A complaint should be mailed to:

**Executive Vice Chancellor of Human Resources and Educational Services  
Rancho Santiago Community College District  
2323 N. Broadway, Santa Ana, CA 92706**

## **STAFF QUALIFICATIONS, PROFESSIONAL DEVELOPMENT AND CHILD/ADULT RATIOS**

All teachers are experienced early childhood educators who participate in a continuous program of educational development through in-services, college classes and professional organizations. All teachers possess a child development permit which authorizes them to teach young children.

A Master Teacher holds a minimum of an Associate of Arts degree and a California State Child Development Permit at the Master Teacher level, or higher. Many of our teachers hold a Bachelor of Arts degree in Human Development and some also possess a Master of Arts degree in Early Childhood Education. In addition to the Master Teacher, each classroom may be staffed with a combination of teachers, associate teachers, interns, student assistants, student teachers and/or volunteers. We pride ourselves on maintaining low teacher/child ratios, which allow more opportunities to provide individual attention to each child.

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The ratios for RSCCD Child Development Centers are as follows:

- 1 Adult – 3 Infants (6-18 months of age)
- 1 Adult – 4 Toddlers (18-36 months)
- 1 Adult – 8 Preschool children (36-60 months)

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For the safety of your child, RSCCD follows Department of Social Services, Community Care Licensing regulations that require staff members to complete a rigorous background screening, which includes screening for criminal records. All staff members are required to obtain a health screening and T.B. test clearance.

New employees are given an orientation to facilitate their understanding of how district policies relate to their respective job descriptions. We support continuous staff professional growth by assessing their needs and providing relevant professional development activities and events. Our staff members are evaluated according to RSCCD policies and collective bargaining contract requirements. We have sound internal communication mechanisms which include email, phone, and regular staff meetings to provide staff with information necessary to carry out their respective duties.

## **OBSERVATION/TRAINING SITE**

While your child learns, we do too. The child development centers are training sites for Santa Ana College, Santiago Canyon College, and other local college and university students in the early childhood development and human services fields. Students observe and participate in the classrooms to fulfill course requirements and gain practical experience in working with young children.

## **LICENSING**

The RSCCD Child Development Centers are licensed by the California Department of Social Services/Community Care Licensing. These regulations (Title 22) establish health and safety standards for child care centers. A licensing analyst has the authority to inspect the facility and interview children in care. The findings of each visit are posted on the parent bulletin board or a copy can be requested from the center director.

## NAEYC ACCREDITATION

Our centers have received and successfully maintain accreditation from the National Association for the Education of Young Children. Since 1985, NAEYC's national, voluntary accreditation system has set professional standards for early childhood education programs.

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# Enrollment and Fees

## GENERAL ADMISSION REQUIREMENTS FOR CHILD CARE SERVICES

A parent must complete all required paperwork **before** the child may be admitted.

1. Documentation of each child's immunization record must be on file prior to the child's start date.
  - The child's immunization record must be up to date or a written plan of compliance submitted and updated according to health regulations or the child will be excluded from the program.
2. A tuberculosis (TB) test or chest X-ray clearance dated no more than 12 months prior to the child's start date must be provided or the child will be excluded from the program.
  - Infants under one year of age do not need a TB test or chest X-ray clearance.
3. A physician's health screening signed by a doctor stating that the child is able to participate in the program must be on file within **30 days** of the child's entry or the child will be excluded from the program.
4. A parent must supply documentation of the family's current income.
  - We reserve the right to ask for additional documentation to verify income if needed.
  - Not applicable for fee for service families
5. A parent must supply documentation of student status (Training Verification Form)
  - Not applicable for part day preschool and/or fee for service families
6. Families must provide documentation (such as a birth certificate) for all children identified as part of the family.
  - Not applicable for fee for service families

## SUBSIDIZED CHILD CARE SERVICES

The California Department of Education/Child Development Division (CDE/CDD) and U.S. Department of Health and Human Services Administration for Children and Families provide the funds for subsidized child care services for families based on qualifying eligibility and need. Families must meet the eligibility requirements for the services for which they are applying. Qualifying families are prioritized and placed on an eligibility/waiting list and contacted when a space becomes available.

### **Service Limitations:**

- A six-year limitation of services from the initiation date applies to all families.
- A parent may change his or her vocational goal, but services shall be limited to the time or units remaining from the initiation for the provision of services.
- Services are limited to 24 semester units or its equivalent after the attainment of a bachelor's degree.
- The Early Head Start Program limits services to children from birth to 36 months of age and to families residing in the City of Santa Ana.

**General Enrollment Information for Subsidized Child Care Services:** In accordance with the California Department of Education's Title 5 regulations, need for subsidized child care services are based on documentation and verification of at least one of the following:

1. Child Protective Services (CPS) recipients (families whose children are receiving child protective services)
2. At risk of being neglected, abused, or exploited (as documented by a legally qualified professional)
3. CalWORKs recipients
4. Educational training (Students with the lowest income transferring to another college may maintain enrollment in the program as space allows.)
5. Employment
6. Parental incapacity

**Eligibility for Infant Toddler Subsidized Child Care Services:** To qualify for these services, an applicant must:

1. Demonstrate eligibility and need for services. Enroll in and maintain a minimum of six units for fall and spring semesters and three units in summer session leading toward a vocational goal or attend a minimum of two sessions of non-credit classes (Continuing Education). *This applies to students with the lowest income carrying a minimum of six units in fall and spring and three units in summer or attending a minimum of two sessions of non-college credit classes (Continuing Education) and meet California Department of Education income eligibility requirements.*
2. Meet California Department of Education/Child Development income guidelines based on family size and income.
3. Provide ongoing eligibility documentation as changes in income or family size occur. If the family becomes ineligible for full day, the child shall continue to be eligible for only part-day services or the family shall pay the full cost of care to remain in the full-day program as a non-subsidized child.

**Eligibility for Early Head Start Services:** Families with children from birth to 36 months of age and women who are pregnant are eligible to enroll in the Early Head Start Center-Based Program. All applicants must reside in the City of Santa Ana. Families must qualify under all applicable funding source guidelines and fall under one of the following categories:

1. Categorical Eligibility: Infants/Toddlers in foster care, families receiving qualifying public assistance, and homeless families.

2. Income Eligibility: Families with incomes below the Federal Poverty Level (FPL).

**Eligibility for CA State Preschool Full-Day Subsidized Child Care Services:** To qualify for these services, an applicant must:

1. Enroll in and maintain a minimum of six units for fall and spring semesters and three units in summer session leading toward a vocational goal or attend a minimum of two sessions of non-credit classes (Continuing Education). *This applies to students with the lowest income carrying a minimum of six units in fall and spring and three units in summer or attending a minimum of two sessions of non-college credit classes (Continuing Education) and meet State Department of Education income eligibility requirements.*
2. Meet California Department of Education/Child Development income guidelines based on family size and income.
3. Demonstrate eligibility and need for services. If a family has need for less than 5 days a week the child may attend the part-day program on the remaining days.
4. Must provide ongoing eligibility documentation as changes in income or family size occur. If the family becomes ineligible for full day, the child shall continue to be eligible for only part-day services or the family shall pay the full cost of care to remain in the full-day program as a non-subsidized child.

**Eligibility for CA State Preschool Part-Day Subsidized Child Care Services:** To qualify for these services, an applicant must:

1. Meet California Department of Education/Child Development income guidelines based on family size and income at the beginning of each program year.
2. Have a child three to four years of age (priority will be given to four-year-old children).

## **CHILD CARE FEES FOR SUBSIDIZED FAMILIES**

Child care fees are determined by the California Department of Education (state law Chapter 38). A sliding fee scale is available to families who qualify. The amount of the family is assessed based on the family income and family size. Fees are not charged for Early Head Start services; however, families enrolled in the Early Head Start Center-Based Program may be charged a fee for services funded by the California Department of Education.

- Fees are assessed based on contracted number of days per month, whether or not the child attends.
- Fees are not paid for days that the center is closed.
- Parents are issued a fee statement by the fifteenth (15th) day of each month for the following month.
- Fee statements reflect fees due for the month in advance.
- Fees are due /payable **on the first school day of each month.**
- Fees may be paid by check, money order or cashier check made payable to RSCCD.
- Fees may be adjusted based on submission of receipts from other childcare providers. More information will be provided by center staff upon request.
- Fees shall be considered delinquent if not submitted by the seventh (7th) calendar day of each month. Delinquent fees may be grounds for termination.

- If a fee becomes delinquent, a Notice of Action will be issued, which includes the fees due, the period of delinquency, and notice that services will be terminated two weeks from the date of the notice.
- If payment is not received as stated by the Notice of Action and the parent is a student, the name and the amount due will be sent to the Student Business Office. The Student Business Office will place a hold on all academic records at the college until the amount is paid in full.
- If the parent is not a student, all delinquent fees will be aggressively pursued for collection.
- The center director will consider a reasonable plan from the parent(s) for payment of delinquent fees and continuation of services for the child, provided the parent pays current fees when due and complies with the provisions of the repayment plan. If the repayment plan is not followed, the date of termination stated on the Notice of Action will stand. Upon termination of services for non-payment of delinquent fees, the family shall be ineligible for child care services until all delinquent fees are paid.
- All personal checks returned due to non-sufficient funds (NSF) will be forwarded to the Student Business Office and a \$25.00 service fee will be charged. Upon receipt of a third non-sufficient funds check within one fiscal year, all child care payments will be required to be made in the form of a money order or cashier's check.
- A two week notice is required when child care services are no longer needed. A refund will be issued for days beyond the two weeks for which fees have been previously paid.

## EXCEPTIONS FOR FAMILY FEES

- No fee for CPS or At Risk if fee is waived in a written referral by a legally qualified professional or the CPS worker (for maximum of 12 months).
- No fee for families receiving CalWORKs cash aid.

## RECERTIFICATION REQUIREMENTS

Recertification must be completed for each family prior to each FALL semester or whenever the need or eligibility changes. Families shall be required to provide documentation to support continued eligibility and need for services. Families shall be notified in advance of recertification date and provided with instructions. Parent student status must be verified at the beginning of each semester and a copy of current transcript (official or unofficial) must be on file (not applicable for Part Day Preschool or Fee for Service families).

The Early Head Start Program does not require recertification; however, the family may be required to complete recertification for other funding sources.

## NOTIFICATION OF CHANGES

Preschool Full-Day Program: Parents must notify the center of changes in family income, family size or the need for services within **5 calendar days of the change**.

Early Head Start: Parents must notify the center if the family moves outside of the city of Santa Ana within **5 calendar days of the change**.

## NOTICE OF ACTION (NOA)

A Notice of Action is issued to a family when:

- Certification is completed
- Recertification is completed
- Changes that affect need, fees and eligibility occur
- The family is to be terminated from the program
- The family fee is delinquent.
- Parents' right of appeal is explained on the second page of the Notice of Action.

## WITHDRAWING CHILDREN FROM THE PROGRAM

A two week notice is required when child care services are no longer needed. Fees will continue until the last day of attendance. Refer to the Family Fee Assessment and Collection Policy for information regarding unpaid fees.

A child must be continuously enrolled in the program or the parent must complete a new eligibility/wait list application and be placed on the wait list.

## FEE FOR SERVICE CHILD CARE

**General Enrollment Priorities for Fee for Service Child Care:** In accordance with the RSCCD Board of Trustees, enrollment for fee for service child care is prioritized by the following categories:

1. RSCCD faculty/staff – Priority will be given to families requesting child care services for the highest number of days.
2. RSCCD students who do not qualify for the State Funding Sliding Scale Fee Schedule – Priority will be given to families requesting child care services for the highest number of days.
3. Community residents – Priority will be given to families requesting child care services for the highest number of days.

## CHILD CARE FEES FOR FEE FOR SERVICE FAMILIES

The RSCCD Board of Trustees approves fee for service child care fees.

- Fees are assessed based on contracted number of days per month, whether or not the child attends
- Parents are issued a fee statement by the fifteenth (15) day of each month for the following month.
- Fees are due/payable on the **first school day of the current month.**
- Fees may be paid by check, money order or cashier check made payable to RSCCD.
- If fees are not received by the seventh (7) calendar day of the month, a **\$15.00 late fee may be charged.**
- Fees shall be considered delinquent if not submitted by the seventh (7th) calendar day of the current month and a Delinquent Fee Notice will be issued.
- Delinquent fees may be grounds for termination for child care services.

- The center director will consider a reasonable plan from the parent(s) for payment of delinquent fees and continuation of services for the child, provided the parent pays current fees when due and complies with the provisions of the repayment plan.
- All personal checks returned due to non-sufficient funds (NSF) will be forwarded to the Student Business Office and a \$25.00 service fee will be charged. At that point, a parent must contact the Student Business Office to arrange payment.
- Upon receipt of a third non-sufficient funds check within one fiscal year, all child care payments will be required to be made in the form of a money order or cashier's check.
- Upon termination of services for nonpayment of delinquent fees, the family shall be ineligible for child care and development services until all delinquent fees are paid.

## **WITHDRAWING CHILDREN FROM THE PROGRAM**

A two week notice is required when withdrawing your child from the center. Fees will be reimbursed if this notification requirement is met.

# **Attendance**

**Please keep emergency information (persons to contact with updated phone numbers) current on your child's emergency card. It is important to notify the office staff immediately of any changes to this information.**

## **CONTRACT HOURS**

The hours for which your child has qualified and been scheduled to attend our center are referred to as "contract hours". Your signed Application for Services (9600) completed at the registration appointment is the contract with the center. For your child to benefit from the program, he/she will need to attend the full time for which he/she is contracted. Both consistency and a regular schedule are vital to a child's feeling of security.

**Failure to adhere to your scheduled contract hours for five days will prompt a conference with the director to determine if an adjustment is necessary. Additional non-compliance to contract hours (of five or more days) will result in a Notice of Action being issued for termination of services.**

## **RSCCD HOLIDAY OBSERVANCE**

The centers observe all college holidays. These holidays include: New Year's Day, Martin Luther King Day, President's Day, Lincoln's Birthday, Caesar Chavez Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after. The college closes for winter, spring, and summer breaks. The program schedule/calendar is distributed at the beginning of fall semester. All open/closed days are subject to change.

## STUDY TIME

(Applicable only to full-day subsidized families)

- **Two hours of study time per week per academic unit** in which a parent is enrolled is allowed. This includes online classes.
- The director will review special circumstances on a case-by-case basis and, as may be confirmed with the class instructor, may grant additional time **not to exceed one hour** per week per academic unit.
- One hour of study time per hour of class is allowed for non academic credit.

## ACADEMIC PROGRESS REQUIREMENTS

(Applicable only to full-day subsidized families)

Student-parent enrollment and progress will be reviewed via RSCCD computer records periodically. Please note the following guidelines:

- Enrollment in six academic units in the fall and spring semesters and three units in the summer session or two sessions of non-credit coursework must be maintained.
- A cumulative grade point average (GPA) of 2.0 or higher in credit class must be maintained.
- In non credit program or non-graded class a progress report is required.
- Failure to maintain enrollment, GPA or progress requirements will result in the family being placed on probationary status for the following semester.
- Failure to maintain enrollment, GPA or progress requirements during the probationary period will result in termination of child care services.
- If terminated as a result of failure to maintain enrollment, GPA or progress requirements during the first probationary period, the student-parent may reapply for the eligibility/wait list after six months.

## ARRIVAL AND DEPARTURE

A sign-in sheet is provided for every child enrolled in a center. Each child must be signed in and out of the center by a parent or designee each day. For your child's protection, he/she will be released only to persons authorized on the emergency card by the enrolling parent. If someone other than the authorized persons must pick-up your child, they must have written permission signed by a parent and be over 18 years of age. The person picking up your child must provide photo identification.

Upon arrival to the center:

- Every child must be accompanied into the classroom by their parent or authorized designee.
- A parent or authorized designee must record the time of arrival and sign in with full legal signature (in ink).
- Be sure that a teacher in your child's classroom knows that your child has arrived.

Upon departure from the center:

- Every child must leave the center with their parent or authorized designee.
- A parent or authorized designee must record the time of departure and sign out with full legal signature (in ink).
- Be sure that a teacher in your child's classroom knows that your child is leaving.

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**Legal documents delineating your child's custody or release must be on file at the center and updated as needed.**

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## **ABSENCE NOTIFICATION**

All families are expected to notify the appropriate office when their child is going to be absent. Center-based families must report absences to the appropriate center office before their contracted hours. Voice mail is available during the hours the center is closed. After three (3) days of a child's absence without notification, an attempt to contact the family will be made. On the fifth (5) day of absence without notification, a Notice of Action will be issued to the family with a fourteen (14) day notice of termination of services.

## **ABSENCES FOR SUBSIDIZED CHILDREN**

### **Excused Absences:**

1. Illness or quarantine of child (illness lasting more than ten (10) consecutive days must verified by a medical doctor)
2. Illness or quarantine of parent (illness lasting more than ten (10) consecutive days must verified by a medical doctor)
3. Family emergency which may include car accident, lack of transportation, death or illness of a family member, catastrophe such as severe weather conditions that prohibit travel to and from school
4. Court-ordered visitation (a copy of the court order must be on file at the center)

### **Absences that are in the Best Interest of the Child (limited to 10 days per fiscal year):**

1. Non-court ordered visitation with non-custodial parent
2. Special day with parent
3. Vacation
4. Work/school holiday for parent scheduled on a day which differs from the center's observance
5. Religious/cultural celebrations
6. Official or legal agency appointments (immigration, court appearance, WIC appointment, etc.)
7. Cancellation/completion of school or work

### **Unexcused Absences (limited to 5 days per fiscal year):**

1. Illnesses lasting more than ten consecutive days which have not been verified by a medical doctor
2. The child did not want to go to school

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3. Parent/child overslept
4. Any absence for which a specific reason is not given

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**More than five days of unexcused absences in a fiscal year will subject the family to termination of child care services.**

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## **NON-COMPLIANCE OF CENTER HOURS (LATE ARRIVAL OR PICK-UP)**

The time on the clock in the office/classroom is used as the official time at the center.

Being left at school beyond closing time can be a frightening experience for a child. Children **must** attend according to their contract hours. It is the responsibility of the parent to ensure that their child arrives and is picked up according to the contract hours, even if a designated representative is bringing or picking up the child. Parents who know that they will be late because of an emergency need to call the center or have someone call for them. Notification does not excuse the late arrival/pick up.

### **LATE PICK UP POLICY**

#### **FOR FEE FOR SERVICE FAMILIES**

The following policies will be in effect when a child is picked up after their contract hours:

1. Parents/guardians will be given a five (5) minute grace period.
2. The adult picking up the child will be charged a \$5.00 late fee for each minute past the five (5) minute grace period. This fee will be added to the following month's charges.
3. A Late Notice will be signed by the staff member present at the time of pick up and by the adult that picks up the child. A copy will be given to the signing adult, the child's parent (If not the same person), and administrative clerk. A copy will be placed in the child's file and the center director will be notified.

#### **FOR SUBSIDIZED FAMILIES**

The following policies will be in effect when a child is picked up after their contract hours:

- The **first and second** time a child is picked up at school more than five (5) minutes after their contract hours, a Late Notice will be issued. The parent or designated representative and the director or designated representative will sign the Late Notice. (An additional Late Notice will be issued for each twenty (20) minutes, or portion thereof, that a parent or designated representative is late to pick up a child.)
- After failure two times to adhere to scheduled hours (or two 20-minute-periods), a conference with the director will be required to determine if an adjustment to contract hours is necessary.
- A **third** Late Notice will result in one (1) day of suspension, to be determined by the director or designated representative. (Parent remains responsible for child care fees on days of suspension, if applicable.)

- The **fourth** Late Notice will result in termination of child care services and a Notice of Action will be issued. A parent has the right to appeal any adverse action taken by RSCCD. The appeal steps are outlined on the California Department of Education Notice of Action.

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**Late pick-ups (non-compliance to contract hours) are accumulated for twelve months from July 1st through June 30th.**

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When any child is left at a center past the center's closing time or beyond their contract hours the center will do the following:

1. Attempt to contact a parent by phone
2. Attempt to contact the persons listed on the child's emergency card
3. If the child has not been picked up within one (1) hour of closing and staff is unable to contact anyone, Child Protective Services will be contacted and an "Abandoned Child Report" will be completed.
4. Child Protective Services will contact the police; the child will be picked up and taken to the Orangewood Children's Home.
5. A parent will be responsible for picking the child up at:

**ORANGEWOOD CHILDREN'S HOME**

401 City Drive South,  
Orange, CA 92706  
Phone: 714-935-7584

## REASONS FOR TERMINATION

Child care services may be terminated for any one of the following:

1. **Fraud:** Knowingly or intentionally withholding pertinent materials or information, making any false statements or presenting any false materials or information, as a means of obtaining subsidized child care services. Fraudulent, false, incomplete, deceitful, or misleading information provided to any RSCCD CDS program may be cause for termination.
2. **Failure to notify center director within five (5) days** regarding any of the following changes. (A Notice of Change form is available in the center office and must be completed and returned in person by the enrolling parent.)
  - **Family Size** – Changes in family status and size must be reported. Changes in family size include marriage, father and/or mother returns as part of the household, father or mother leaves household, birth of child(ren), children leave household, etc.
  - **Income** – Changes in income must be reported within five (5) days. Sources of income include wages, cash payments for services, CalWORKs, SSI/SSP, child support, commission checks, overtime checks, tips, bonuses, etc.
  - **Employment Status** – Changes in employment status must be reported immediately. Changes in employment/employer location include: loss of employment, layoff, medical leave or incapacitation, raise or reduction in salary, wages, hours, discharge/resignation, etc.

- **School or Training Program Enrollment** – Changes in or failure to maintain student status and GPA requirements, or failure to progress academically.
  - **Medical Incapacitation** – Failure to provide documentation from a licensed physician of changes in incapacitation status.
  - **Relocation or Change of Address and Telephone Number** – Changes in address or telephone numbers must be reported immediately. Failure to do so may result in inability to notify recipient of actions relating to child care services. RSCCD is not responsible for any adverse actions that occur because a parent does not receive a notice of action sent by mail.
  - **Moving out of the City of Santa Ana** (for families enrolled in the Early Head Start program).
3. Five unexcused absences within one fiscal year (July 1 through June 30).
    4. Failure to adhere to contract hours.
    5. Failure to pay delinquent fees (if applicable).
    6. Use of a tobacco product on center property.
    7. Possession of illicit drugs, alcohol, weapons, or replicas of weapons on center property.
    8. Child who presents a health and/or safety risk to himself/herself, other children or staff. Parent or guardian who presents a health and/or safety risk to himself/herself, other children and/or parents, staff, or students. This includes making remarks that are harassing, disrespectful, or detrimental to the children, staff or other families.

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**Additionally, Rancho Santiago Community College District reserves the right to terminate services under any of the following conditions:**

- **When it has been recommended that the parents and family participate in therapeutic intervention and such recommendation has not been followed and the child's dangerous or abusive behavior persists.**
  - **If after appropriate therapeutic intervention, the child's dangerous or abusive behavior persists.**
  - **When it has been determined through a clinical diagnosis that the child needs an environment that we are unable to provide.**
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# Policies

## NON-DISCRIMINATION

Rancho Santiago Community College District Child Development Centers are operated on a non-discriminatory basis, affording equal treatment and access to services without regard to race, religion, ethnic or national origin, sex, or physical disability. Children with disabilities or other special needs, as defined by the Americans with Disabilities Act (ADA), are welcomed into the program and reasonable accommodations are made as necessary.

## NON-DISCRIMINATION CHILD AND ADULT CARE FOOD PROGRAM

The children who attend the child development centers at *Rancho Santiago Community College District* receive their meals and snacks at no charge due to funding received from the federal Child and Adult Care Food Program. Meals and snacks are available to enrolled children who meet the approved eligibility criteria without discrimination against any child because of race, color, national origin, age, sex, or handicap. For more information about the Child and Adult Care Food Program at *Rancho Santiago Community College District*, please contact the director at the center your child attends.

## CONFIDENTIALITY

As per RSCCD Board Policy # 5117, student records are confidential. All records are subject to on-site review by officials representing Community Care Licensing, the California State Department of Education, the Health Department, U.S.D.A., or local police authorities in the event of suspected of child abuse or neglect. Written permission from parents will be obtained for the release of confidential information and permission for photographs or videotapes taken of the children while they are in the center if these will be either published or used in public.

## RELIGIOUS INSTRUCTION

The programs of RSCCD Child Development Services refrain from any religious instruction.

## FRAUD

Fraud is defined as knowingly or intentionally withholding pertinent materials or information, making any false statements or presenting any false materials or information, as a means of obtaining subsidized child care services. Fraudulent, false, incomplete, deceitful, or misleading information provided to a RSCCD center regarding income, family size, employment, seeking employment, school/training program enrollment and for medical incapacitation that is used to determine initial or on-going eligibility for subsidized child care services or parent fees may be grounds for termination of child care services.

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**All suspected cases of fraud will be forwarded to the local District Attorney's office.**

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## SEXUAL HARASSMENT

It is the policy of the Rancho Santiago Community College District to provide an educational, employment and business environment free of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or communications constituting sexual harassment, as defined and otherwise prohibited by State and Federal law. The Rancho Santiago Community College District forbids any form of sexual harassment. Prompt disciplinary action will be taken against any student or employee engaging in sexual harassment. If you feel that you have been the victim of sexual harassment please contact the Human Resources Department at 714-480-7489.

## OPEN DOOR POLICY (NOTIFICATION OF PARENT AND PERSONAL RIGHTS)

A parent has the right to review their eligibility file at any time. Requests for copies of records must be made in writing by the enrolling parent. A parent has the right to enter and inspect the child care center without advance notice whenever children are present. A parent has all of the rights as outlined in the Notification of Parent's Rights (LIC 995). Every child has all of the rights as outlined in the Notification of Personal Rights (LIC 613A). These rights are declared by the State of California – Department of Social Services - Community Care Licensing Division. A copy of these rights is given to each enrolling parent/guardian and posted at each center.

## PARENT-STAFF EMPLOYMENT ARRANGEMENTS

Rancho Santiago Community College District Child Development Services Department teachers are not permitted to offer their professional services outside of the scope of our license. The Child Development Services Department respectfully requests that parents do not employ the teaching staff after hours. This puts the center at risk and places the staff in a compromising position.

## PHOTO RELEASE

The center asks each family to sign a photo release, giving the center permission to use photographs or other images of children or adult students for documentation, art projects, displays and school promotional materials. As a model lab school, observing students periodically photograph children as part of their class assignments.

## DISCIPLINE

The goal of the CDS discipline policy is to assist children in developing emotional self-regulation and self-discipline through respectful interactions that support children's growth. Our staff views discipline in a very positive way. We provide a warm, caring environment in which children are allowed to experience *all* feelings and at the same time begin to learn to deal with these feelings in appropriate ways. Teachers maintain clear, consistent, fair limits, which are age appropriate. Children are encouraged to "use their words" to express their feelings. Staff members are gentle but firm and **do not administer corporal punishment.**

# Your Child in our Center

## CLOTHING FOR SCHOOL

Please send your child to school in comfortable play clothes that can get dirty. Our children play in sand, water, paint, and other fun, messy materials as part of their daily learning experiences.

- Long skirts and dresses, scarves, jacket hood strings, jewelry, or other items that can be caught on equipment are dangerous when a child plays or uses school equipment.
- Closed-toed shoes that fasten or tie provide more security when children use large motor equipment and are required at all times while your child is at school to prevent injuries. Tennis shoes are highly recommended to enable safe running, climbing, and balancing activities.
- Dressing your child in layers will ensure their comfort as the temperature changes throughout the day.

**Please label ALL garments with your child's name.**

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**Parents *must* provide an extra set of seasonal clothing, including underwear and socks, in case of accidents or spills. Please promptly return all borrowed clothing to the center.**

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## ITEMS FROM HOME

We request that all toys, playthings, money, gum, candy, and food from home remain at home. However, if your child needs a special item to help with separation or nap times, he/she may bring that from home to use as needed. The item may be kept in your child's cubby.

## FOOD AND NUTRITION PROGRAM

Our centers participate in the USDA Child and Adult Care Food Program (CACFP). All snacks, meals, and beverages are provided free of cost to families. All meals are planned to meet the nutritional needs of the children served and CACFP guidelines. Meals are served family style, are culturally sensitive, well balanced and flavorful. Additional information about the food program is listed below:

- Families are not charged for these meals.
- Menus are posted on the main bulletin board of the center as well as in every classroom.
  - ◆ Menu changes for the day will be posted on the main bulletin board of the center.
- A medical statement is required for any food allergies or restrictions your child may have.
  - ◆ Restricted foods will be substituted.
  - ◆ Medical statement forms may be obtained from office staff.

- Infants’ and toddlers’ feeding patterns and needs are addressed individually.
  - ◆ The master teacher will provide parents with information and procedures.
- Outside food or drinks are not permitted in the classroom or play yard areas.

**Cooking experiences are an important part of the daily/weekly program and will be offered in most classrooms on a regular basis.**

## **CHILDREN’S BIRTHDAYS**

Your child’s birthday is a special day for him or her. Your child’s class will celebrate his or her birthday by making a special crown and singing the “Happy Birthday” song. The center will provide a healthy snack. If families would like to contribute to their child’s classroom birthday celebration, they may only bring birthday napkins, plates, and cups. If you do not wish to have your child’s birthday recognized, please tell your child’s teacher.

## **NAPS**

Children who attend our program for more than five hours are required to rest on a nap mat during the classroom scheduled naptime. Infants and toddlers take naps according to their individual needs.

## **HOLIDAYS**

Our purpose is to help the children become more aware of the many cultures and traditions in our community. Holidays and other celebrations in our centers are kept very simple and low key. The children, families, and staff are involved in helping to plan for the celebrations in order to incorporate these special days into their educational experiences. We encourage all families to share their culture and family traditions with us. Please let your child’s teacher know if you would prefer that your child be excluded from participating in any of these celebrations.

## **TOILET TRAINING**

Toilet training is the process through which your child learns to recognize and act independently upon the urge to use the bathroom. Preschoolers are accepted into the program even if they are not fully toilet trained. The staff will work with the child and the parents with appropriate toilet-training techniques when your child is ready.

- Teachers and parents will regularly confer and determine if the child is truly ready for this process.
- Gentle reminders and encouragement will be offered on a regular basis.
- If children are in diapers, the family is expected to provide disposable diapers (not pull-ups) and wipes.
- Please be sure to send your child in clothing he or she can get in and out of easily and provide lots of extra changes! Soiled clothing will be put in plastic bags and sent home at the end of the day.

## CHILDREN'S CHALLENGING BEHAVIORS

If a child exhibits a specific unacceptable behavior that persists over time, the following action will be taken:

- The teaching staff will guide and support a change in behavior.
- If the unacceptable behavior continues, secondary action will be taken including:
  - ◆ Parent conferences
  - ◆ Consultations with Family Services staff
  - ◆ Outside referrals
- If the unacceptable behavior still continues and is harmful to the child or others in the program, the child may be terminated from the program.

## FIELD TRIPS

General permission slips, which permit walks to the park and around the neighborhood, are signed by the parent at the time of registration. A separate permission slip is required for all field trips involving transportation. This permission slip must state the details and purpose of the trip and be signed by the parent before the child may attend. A fee may apply to some field trips.

## COMMUNICATION WITH PARENTS

We believe our centers are more helpful to you and your child when good communication is maintained. Our open-door policy means that parents are welcome at any time. Centers communicate with parents on a regular basis. Written notices for parents will be placed:

- In children's sign-in sheet book
- In parent mailbox
- On parent bulletin boards
- On front door of the center and/or classroom

**Parent/Teacher Conferences:** You will be invited to attend a parent conference with your child's master teacher twice a year. During this conference, goals are set by both teacher and parent based on the strengths and areas of concern found in the results of the standardized child assessment. This is an excellent opportunity to talk about your child's development at home and at school and how our program is meeting your child's needs. Parents are given a copy of the summary of their child's developmental progress. You may request additional conferences at any time.

*Early Head Start Center-Based families also receive a home visit twice a year in addition to the parent/teacher conferences.*

**Center Parent Newsletters:** Parent newsletters are distributed to families regularly at each center. The newsletters may include parent education articles, upcoming center events, parent participation programs, information on family resources, and announcements of community events.

**Child Development Services Website:** Please go to the Child Development Services website at <http://www.occhildcarecenter.org> for more information regarding programs and staff.

**Parent Bulletin Boards:** Parent information is located on the main bulletin board at the entrance of each center. This bulletin board contains information of interest to families. On this bulletin board you will find:

- Licensing information
- Food menu and menu changes
- School calendar
- Center's hours of operation
- Family resource information

Every classroom also has a parent bulletin board where classroom events and other information for parents are posted.

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**If you would like to post something on either of these boards, please see the center director for approval before posting. RSCCD Child Development Services does not endorse posted products or services. All non-centers related business activity must be conducted outside of the center.**

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# Health and Safety

## EARLY HEAD START HEALTH REQUIREMENTS

Early Head Start program children are required to follow the CA Children's Health and Disability Prevention (CHDP) and Early Prevention Screening Diagnostic Treatment (EPSDT) periodicity schedule for health assessment requirements. The use of the EPSDT periodicity schedule for health screening requirements promotes early identification and prevention of disease and disabilities.

## CENTER WELLNESS

Adults and children are expected to be in good health and able to participate in the planned daily activities. **To reduce the spread of illness, please remain home if you or your child have had a non-clear nasal discharge, unexplained rash, sore throat, diarrhea, vomiting, stomachache, ear ache, swollen glands, fever over 100° without medication, or a strong cough during the previous 24-hour period.** *CHILDREN MUST BE FREE OF ALL SYMPTOMS FOR 24-HOURS BEFORE RETURNING TO THE CENTER.* A health check may be performed prior to accepting your child. If it is noted that a child is unwell we will be unable to allow them to stay at the center. Signs and symptoms of illness that **may** indicate that a child must be sent home or not admitted into the program are as follows:

- Fever of 100 degrees or higher: Child must be fever-free, without fever reducing medication, for 24 hours before returning to the center. Fever reducers, such as Tylenol and aspirin, relieve fever only a few hours and the symptoms may return.
- Lethargy, uncontrolled coughing or wheezing, persistent crying, irritability, labored breathing.
- Green, runny nose accompanied by a temperature and/or lethargy.

- Second episode of diarrhea or uncontrolled diarrhea. Child may not return to the center until diarrhea has stopped for 24 hours.
- Mouth sores with drooling: Child may be readmitted with clearance from a health care provider.
- Rash with fever: Child may be readmitted with clearance from a health care provider.
- Fifth Disease (Slapped Cheek Disease): No exclusion required if rash is present.
- Chicken pox: Child may return to the center when all sores have dried up and crusted over.
- Pinworms: Child may return to the center after treatment from a health care provider is completed.
- Coxsackievirus (Hand-Foot-Mouth Disease): The child must be fever-free, without fever reducing medication for 24 hours before returning to the center. In addition, the child must be blister-free.
- Vomiting that has occurred more than once in a previous 24-hour period. Child may not return to the center until the vomiting has stopped for 24-hours unless a health care provider determines the child may be readmitted to child care.
- Head Lice: Child may return to the center 24 hours after treatment is started. The child must also be completely nit-free.
- Ringworm and Impetigo: Child may return to the center 24 hours after treatment has begun.
- Scabies: Child may return to the center the day after treatment from a health care provider is completed.
- Strep throat or other streptococcal infections: Child may return to the center 48 hours after antibiotic treatment has begun.
- Pink Eye/ Conjunctivitis (with/without white or yellow eye discharge): Child may return to the center 24 hours after a health care provider starts treatment. Please note: Viral Conjunctivitis usually has a clear, watery discharge and may not require medication or exclusion.

## ILL OR INJURED CHILDREN AT THE CENTER

If a child shows obvious signs of illness upon arrival, including, but not limited to, the signs and symptoms described above, he/she will not be accepted into the program. If the child has been absent due to illness or a contagious disease i.e., chicken pox, lice, conjunctivitis (pink eye), he/she will need to meet with the director before entering the classroom and/or signing in. If a child becomes ill while at the center he/she will be isolated from the other children and a parent or authorized designee will be contacted promptly and required to **pick-up the child immediately**. If a child has been prescribed an antibiotic for his/her illness, he/she must be on the medication for at least 24 hours before returning to school. If a child becomes sick at school and is sent home early, he/she must be fever-free **without fever reducing medication for 24 hours before returning to school**. A doctor's note may be required in certain instances.

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**Please keep emergency information (persons to contact with updated phone numbers) current on your child's emergency card. It is important to notify the office staff immediately of any changes to this information.**

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Directors and teachers are all current in CPR and First Aid training. The staff will handle minor injuries sustained at the center using soap, water, Band-Aids and/or ice. Parents will be notified of these incidences on an "Ouch" report. If there is a serious injury to a child, 911 will be called and a parent or authorized designee will be contacted immediately. If staff cannot reach a parent or authorized designee, the child may be transported to a designated emergency center. Each child must have an Emergency Consent Form, signed by a parent, on file in the office.

## **COMMUNICABLE DISEASE**

A parent must promptly inform the staff if they suspect that they or their child have been exposed to a communicable disease, such as: chicken pox, lice, conjunctivitis (pink eye), strep throat, hand, foot and mouth disease, scarlet fever. Such reports are treated with confidentiality. When necessary, other center parents will be notified of possible exposure.

## **ALLERGIES**

A parent must notify the staff of any food allergies or restrictions their child may have. When a medical statement is provided, food alternatives will be substituted. All food allergies that are documented by a physician are posted for the center nutrition and classroom staff.

## **MEDICATION**

Center staff will administer doctor-prescribed medication under the following conditions:

- Medication must arrive at the center in the original container with a pharmacy label and the proper medicine dispenser.
- A Permission to Medicate form (LIC 922) must be completed by a medical doctor and signed by parent and director. A note on letterhead or prescription form, a faxed note with the appropriate information, or telephone verification may be accepted by the director in lieu of the district form. The information must include the diagnosis of the illness, the name of the medication, the times and amounts to be given to the child. In addition, the parent is responsible for the training of the designated staff member in the proper procedure for certain medications (such as inhalers).
- The pharmacy label must include the prescription number, date and child's name, drug name and dosage.
- Over-the-counter medications will not be dispensed to children unless a health care provider has written a prescription for over-the-counter medications. This medicine must also be accompanied by a Permission to Medicate form.
- A parent must provide diaper rash ointment, if needed. The ointment must be labeled with the child's name and instructions for use.
- Parent or authorized representative must complete a consent/verification form before inhaler/nebulizer medication may be administered to a child. This form must be accompanied with written instruction from the child's physician or health care provider working under the supervision of the child's physician.

## CENTER HAND WASHING PROCEDURE

All adults and children must wash their hands with soap and water:

- Upon entering the classroom.
- After messy play.
- Before handling food.
- After toileting.
- After assisting a child with toileting.
- After using a tissue.

Hand washing procedures are posted near all sinks. Keeping hands clean is the most effective way to keep illness out of the center and away from the children.

## CENTER SAFETY

The center staff, participating adults, and volunteers have the primary responsibility to provide a safe indoor and outdoor environment for children and adults and are required to follow all RSCCD safety procedures. All safety procedures are posted in each classroom, kitchen, and office. If there is a concern about the safety of a particular situation, please speak with the classroom teacher or center director.

- **Emergency Drills:** Earthquake and fire drills are conducted regularly with assistance from the RSCCD safety office. All individuals must evacuate the center during the drill and remain outside until the “all clear” signal is given by the center director.
- **Emergency Evacuation:** In case of an ordered evacuation of the center, parents will be notified about the evacuation as quickly as possible. Staff will remain with the children at all times and directions will be posted for the parents at the center.
- **Emergency Preparedness:** Each center has a supply of drinking water and emergency supplies on the premises.

## MANDATED CHILD ABUSE AND NEGLECT REPORTING

All program employees are required under California Penal Code 11165.7 to report any suspected cases of child abuse or neglect to Child Protective Services. The primary purpose of the reporting law is to protect the child.

## PARKING LOT SAFETY

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**\*\*ALWAYS WATCH FOR CHILDREN AND MOVING VEHICLES!\*\***

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Campus police monitor and ticket in our parking lots. Please check with the office staff for the best place to park for drop off and pick up of children and always use extreme caution while driving or walking to and from the center. Please remember when driving through the parking lot to always keep the **5 mph** speed limit.

Hold children’s hands, use crosswalks where available, and model safe practices for children. **Never leave any child alone in the car no matter how short the time! It is not only unsafe, but illegal.**

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**State laws mandate that children should always be seated and secured in car seats. Your child must be in an approved car or booster seat according to state law. It is recommended that children under 100 pounds ride in the back seat away from air bags.**

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## PESTICIDE APPLICATION NOTIFICATION

The Healthy Schools Act of 2000 requires that parents and guardians receive annual written notification of expected pesticide use on school sites. The notification must identify the active ingredients in each pesticide product and the Internet address maintained by the state Department of Pesticide Regulation (<http://cdpr.ca.gov>) for additional information on the School Integrated Pest Management (IPM) Program.

When circumstances require, the Rancho Santiago Community College District may need to apply one or more of the following pesticides [listed with the active ingredient(s)] at its schools during the year.

- **Advance**, N-Ethyl Perfluorooctanesulfonamide-0.50%
- **Bio Blast**, Metaraizium Anisopliae, Strain Esc 1
- **ContraC Bait Box**, Bromodiolone
- **Chloropicrin**, Chloropicrin
- **Cynoff WP**, Cypermethrin-40%
- **Delta Dust**, Deltamethrin-0.05%
- **Demand CS**, Lambda Cyhalothrin
- **Ditrac**, Diphacinone-0.005%
- **Dragnet SFR**, Permethrin
- **DriOne**, Pyrethrins
- **Final Place Packs**, Brodifacoum
- **Maxforce Ant Bait Stations**, Fipronil [5-amino-1-(2,6-dichloro-4(trifluoromethyl)phenyl)-4-(1R,S)-(trifluoromethyl)sulfinyl]-1H-pyrazole-3-carbonitrile]-0.01%;  
**Maxforce Gel**, Fipronil-0.01%
- **Niban Granular**, Ortho Boric Acid
- **PT 240 Perma Dust**, Boric Acid
- **PT 565 Plus X20**, Pyrethrins
- **PT 230 Tri Die**, Pyrethrins
- **PT 515 Wasp Freeze**, D. Trans Allthrin
- **Roundup Pro**, Glyphosate-41%
- **Ronstar 50 WSP**, Oxadiazon-50;
- **Siege PBS Gel**, Hydramethinon [tetrahydro-5,5-dimethyl-2(1H)-pyrimidinone (3-[4-(trifluoromethyl)phenyl]-1-(2-[4-(trifluoromethyl)phenyl]ethenyl)-2-propenylidene)hydrazone]-2%
- **Suspend SC**, Deltamethrin-4.75%;
- **Talstar Termiticide/Insecticide**, Bifenthrin-7.9%

- **Talstar CA Granular**, Bifenthrin-0.2%
- **Termidor**, Fipronil:5-amino-1-(2,6-dichloro-4-(trifluoromethyl)phenyl)-4-((1,R,S) trifluoromethyl)sulfinyl)-1-H-pyrazole-3-carbonitrile
- **Termidor 80**, Phemyl Pyrazole
- **Timbor**, Disodium Octaborate Tetrahydrate
- **Trimec Plus**, Monosodium acid methanearsonate-18%, Dimethylamine salt of 2, 4-Dichlorophenoxyacetic acid-5.83%, Dimethylamine salt of 2-(2-Methyl-4Cholorophenoxy) Propionic acid-5.86%;
- **Vikane**, Sulfuryl Fluoride

All pesticides are applied by trained personnel in a manner designed to ensure the safety of students and school employees. Parents or guardians may request prior notice of individual pesticide applications by completing the individual Pesticide Notification Registry form available at the preschool office. Requests must be renewed annually. Individuals listed in the registry will be notified at least 72 hours before any application at the school. (E.C. 17608)

## Family Involvement

One of the expectations of a child's enrollment in the program is that a parent or adult member of the family be an active participant in their child's education. We have found that family involvement adds tremendously to children's learning, and to the quality and scope of our program. Family partnership with the staff is vital in helping to reach the high standard we set for our centers and programs. There are many opportunities for family members and caretakers to participate at the center.

### CENTER PARTICIPATION

Each family is asked to choose at least one weekly activity and keep a record of this participation on a form provided by the center. Some suggested activities are:

- Playground maintenance
- Classroom maintenance
- Clerical duties
- Kitchen support
- Providing wish list items for the center and classrooms
- Other special projects

### CLASSROOM PARTICIPATION

In addition, a parent or adult member of the family will be asked to volunteer in the child's classroom at least once a month. Participation in the classroom will provide opportunities to observe how the children are growing and developing. Volunteers will learn:

- How to stimulate children's learning.
- What questions to ask children.
- How to use the everyday world as a learning tool for children.

- How to enhance the partnership between home and school.
- How to support children’s development at home.

## **CENTER AND CLASSROOM PARTICIPATION GUIDELINES AND RESPONSIBILITIES**

These guidelines will help make participation at the center a valuable and enjoyable experience. We ask that volunteers:

- Dress in comfortable and modest clothing and shoes.
- Only consume drinks, water, or food in designated areas.
- Limit cell phones or other electronic devices to emergency use only.
- Refrain from smoking at all times.
- Submit TB test and/ or X-Ray clearance prior to volunteering.
- Come alone and be prepared to spend time with the children.

**Supervision:** The most effective way to keep children safe is to make sure that all children are observed by an adult at all times. Volunteers are part of a team with the teachers and other adults. These guidelines should be followed while supervising children at the center:

- Remain in assigned areas and enforce safety rules and limits.
- Inform a teacher whenever leaving an assigned area.
- Keep casual conversations with other adults to a minimum while supervising children.
- Alert the nearest teacher if needed.

**Interacting with Children:** Interactions between children and adults are extremely important. Appropriate adult-child interactions help guide children toward reaching their full potential physically, emotionally and cognitively. These guidelines should be followed while interacting with children at the center:

- Allow children to guide their play.
- Understand that children learn by doing.
- Guide children to use materials and equipment safely and appropriately.
- Keep comments positive and focused on the efforts made by the children.
- Incorporate concept words such as color, shape, size, number and relationship when possible.
- Allow children to negotiate and resolve their own conflicts (as long it is not physically or emotionally abusive). Watch and listen carefully for when a child needs you to step in; otherwise, intervene only when necessary. Ask for assistance from a staff member when needed.

**Meals with Children:** When assisting children during mealtimes, volunteers should:

- Introduce themselves to children.
- Use children’s first names.
- LISTEN and allow the children to lead the conversation.
- Allow and assist children to serve their own food.

- Guide children to clean up after themselves.
- Model manners by using “please” and “thank you”.

## **PARENT EDUCATION**

Parent education is an important component of the philosophy of our centers. Parent attendance at a minimum of three of these opportunities is expected. Parent education opportunities offered are:

- On-site parenting seminars
- Parent workshops
- Parent support groups
- Human development classes (any 3 units in a human development class is equivalent to 2 semesters of parent education)

## **PARENT ADVISORY COMMITTEE (PAC)**

The PAC provides an important link between center operations and families. Members of the PAC support the overall program and their children’s individual classrooms by sharing input, reviewing policy changes, participating in special events, establishing goals and managing fundraising activities to support the center as a whole. Each center’s PAC meets regularly. Each center has one parent representative who serves on the district level PAC. The purpose of the district PAC is to involve parents in the awareness and support of children’s services. Some of the leadership skills that may be acquired while participating on PAC are:

- Team building
- Advocacy
- Organizing and meeting management
- Fundraising and money management

## **EARLY HEAD START POLICY COUNCIL**

The EHS Policy Council is a formal structure of shared governance among the Grantee (RSCCD), the communities served by Early Head Start, and the families in the Early Head Start program. The Policy Council works in partnership with management and the Governing Body to develop, review, and approve or disapprove policies and procedures. The EHS Policy Council is comprised of two types of representatives: parents of currently enrolled children and community members. At least 51 percent of the members of the Policy Council must be the parents of currently enrolled children.

## **EARLY HEAD START PARENT COMMITTEE**

The EHS Parent Committee is an important communication link between the center, Policy Council and EHS families. All families enrolled in The Early Head Start Center-Based Program participate in EHS Parent Committee meetings throughout the program year. The Parent Committee is responsible for electing the members of the EHS Policy Council.

# Community Involvement

Our centers solicit support and involvement from the community. We solicit support in the form of donations of goods and services. We involve the community by sharing information about center services and activities.

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## Family Support Services (FSS)

Family Support Services is a program offered to all enrolled families. The purpose of the program is to support the educational, social, emotional, and medical needs of the family through personal counseling, coaching, and resource referrals. An on-site intern working towards a Master's degree in Social Work is assigned to each center two days a week to meet with the children and families to address their individual needs. The interns are supervised by the field instructor.

### ONSITE SERVICES OFFERED

- Parenting Coaching and Education
- Family Counseling
- Classroom Child Observation
- Parent Support Groups
- Crisis Counseling
- School Advocacy
- Nutrition and Health Education
- Health Screenings

### INFORMATION AND REFERRALS

- Medical and Dental Insurance
- Transportation
- Legal Assistance
- Child Assessment
- Housing and Utilities Assistance
- Food and Shelter Assistance
- Substance Abuse Treatment
- Health Services for Adults and Children
- Mental Health Services
- Afterschool Child Care Information

In addition to the services listed above, families enrolled in the Early Head Start program are provided support services through Help Me Grow and specialists in the areas of health, mental health, and nutrition.

## **CONTACTING FAMILY SUPPORT SERVICES (FSS) STAFF**

A FSS Intern may be contacted by requesting a Referral form from the director, classroom teacher or center clerk. The following information must be included on the Referral form:

- Parent name and best contact number
- Child's name and classroom teacher's name
- A short description of reason for referral

A classroom teacher may also complete a Referral form for a family. Completed Referral forms must be returned to the classroom teacher, center director, or center clerk. Center directors review all referrals before submitting forms to FSS Interns.

Families enrolled in the Early Head Start program may access Early Head Start family support services through referrals made by Help Me Grow Care coordinators and classroom teachers.

**The center director should be contacted for any immediate family support assistance.**

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