

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, May 6, 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 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 Recognition of Santa Ana College School of Continuing Education - Association for Community and Continuing Education Participants

1.5 Public Comment

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

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

1.6 Approval of Minutes – Regular meeting of April 15, 2013 Action

1.7 Approval of Consent Calendar Action

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

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

1.8 Presentation on Legal/Ethical Decision Making for Board Members

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

- Real property negotiations

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

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel Action

- Approval of Appointments
- Approval of 39 Month Reemployment per E.C. 87731
- Approval of Banking Leave
- Approval of Sabbatical Leaves (80% Contract) for 2013-2014
- Approval of Leaves of Absence
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record

3.2 Classified Personnel Action

- Approval of New Appointments
- Approval of Changes in Positions
- Approval of Changes in Salary Placements
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Professional Growth Increments
- Approval of Changes in Assignments

- 3.2 Classified Personnel - (cont.)
- Approval of Temporary Assignments
 - Approval of Additional Hours for On Going Assignments
 - Approval of Substitute Assignments
 - Approval of Miscellaneous Positions
 - Approval of Instructional Associates/Associate Assistants
 - Approval of Community Service Presenters and Stipends
 - Approval of Volunteers
 - Approval of Student Assistant Lists
- 3.3 Presentation of California School Employees Association (CSEA) Chapter 579 Initial Bargaining Proposal to Rancho Santiago Community College District Action
It is recommended the board schedule a public hearing for May 20, 2013.
- 3.4 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to California School Employees Association Chapter 579 Action
It is recommended the board receive and file the district's initial bargaining proposal to CSEA Chapter 579 and schedule a public hearing for May 20, 2013.
- 3.5 Presentation of Faculty Association of Rancho Santiago Community College District (FARSCCD) Initial Bargaining Proposal to Rancho Santiago Community College District Action
It is recommended the board schedule a public hearing for May 20, 2013.
- 3.6 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Faculty Association of Rancho Santiago Community College District Action
It is recommended the board receive and file the district's initial bargaining proposal to FARSCCD and schedule a public hearing for May 20, 2013.
- 3.7 Approval of Non-Credit Instructional Calendar 2013-2014 Action
The administration recommends approval of the 2013-2014 Non-Credit Instructional calendar.
- 3.8 Authorization for Board Travel/Conferences Action

4.0 INSTRUCTION

- *4.1 Approval of New CJA Agreement – City of Long Beach, Long Beach Police Department Action
The administration recommends approval of the agreement with the City of Long Beach, Long Beach Police Department in Long Beach, California.

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

- *4.2 Approval of New OTA Agreement – NextStep Fitness, Inc. Action
The administration recommends approval of the agreement with NextStep Fitness, Inc. in Lawndale, California.
- *4.3 Approval of New OTA Agreement – Clovis Unified School District Action
The administration recommends approval of the agreement with Clovis Unified School District in Clovis, California.
- *4.4 Approval of New OTA Agreement – Compass-Health, Inc. Action
The administration recommends approval of the agreement with Compass-Health, Inc. in Grover Beach, California.
- *4.5 Approval of New OTA Agreement Renewal – Santa Barbara Cottage Hospital Action
The administration recommends approval of the agreement with Santa Barbara Cottage Hospital in Santa Barbara, California.
- *4.6 Approval of New OTA Agreement Renewal – Interface Environments, dba Winways Action
The administration recommends approval of the agreement with Interface Environments, dba Winways in Orange, California.
- *4.7 Approval of New OTA Agreement Renewal – California Hand Therapy Action
The administration recommends approval of the agreement with California Hand Therapy in Newport Beach, California.
- *4.8 Approval of New OTA Agreement Renewal – Burger Rehabilitation Systems, Inc. Action
The administration recommends approval of the agreement with Burger Rehabilitation Systems, Inc. in Folsom, California.
- *4.9 Approval of Amendment #1 to OTA Agreement – St. Mary Medical Center Action
The administration recommends approval of the agreement with St. Mary Medical Center in Long Beach, California.
- *4.10 Approval of Amendment to Agreement between Santa Ana College WorkAbility III Program (2013-2014) and the California Department of Rehabilitation Action
The administration recommends approval of the amendment to the agreement between RSCCD on behalf of SAC and the California Department of Rehabilitation.

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

- *4.11 Approval of Proposed Curricula Revisions for 2013-2014 Santa Ana College Catalog (SAC) Addendum Action
The administration recommends approval of the proposed revisions for the 2013-2014 SAC catalog.
- *4.12 Approval of New Courses for 2014-2015 Santa Ana College Catalog Action
The administration recommends approval of the new courses for the 2014-2015 SAC catalog.
- *4.13 Approval of New Courses and New Programs for 2014-2015 Santiago Canyon College (SCC) Catalog Action
The administration recommends approval of the new courses and new programs for the 2014-2015 SCC catalog.
- *4.14 Approval of Agreement with Pet Partners Action
The administration recommends approval of the agreement with Pet Partners in Bellevue, Washington.
- *4.15 Approval of Upward Bound Math and Science Summer Residential Program Contract with California State University, Fullerton (CSUF) Action
The administration recommends approval of the residential contract established between the SCC Upward Bound Math and Science program and CSUF.

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *5.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- *5.2 Request for Public Hearing and Adoption of Education Protection Account Funding and Expenditures Action
The administration recommends approval of scheduling a public hearing for May 20. After the public hearing, the administration recommends approval of the use of the estimated \$21,147,689 of Education Protection Account proceeds resulting from the passage of Proposition 30 to be accounted for as instructional salaries and benefits as presented.
- *5.3 Adoption of Resolution No. 13-19 regarding Expenditure Transfers to Permit Payment of Obligations Action
The administration recommends adoption of Resolution No. 13-19 regarding expenditure transfers as presented.
- *5.4 Approval of Quarterly Financial Status Report (CCFS-311Q) for Period Ended March 31, 2013 Action
The administration recommends approval of the CCFS-311Q for the period ending March 31, 2013, as presented.

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

- 5.5 Quarterly Investment Report as of March 31, 2013 Information
The quarterly investment report as of March 31, 2013, is presented as information.
- *5.6 Award of Lease Agreement with Canopy Action
The administration recommends approval of the lease agreement with Canopy and authorization be given to the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the district as presented.
- *5.7 Approval of Consultant Agreement with Pezeshki Engineering, Inc. - District Office Energy Audit Action
The administration recommends approval of the consultant agreement with Pezeshki Engineering, Inc. for the district office energy audit as presented.
- *5.8 Approval of DSA Inspector of Record, Testing & Inspection for Building "G" – Gym Miscellaneous upgrades at Santa Ana College Action
The administration recommends approval of the agreement with TYR I.O.R. to provide DSA-mandated inspection services for Building "G" – Gym miscellaneous upgrades at SAC as presented.
- *5.9 Approval of Agreement with HMC Architects to Provide Professional Planning Services – 2013 Capital Outlay Planning Action
The administration recommends approval of the agreement with HMC Architects to provide professional planning services for the 2013 Capital Outlay Planning as presented.
- *5.10 Approval of Agreement with HMC Architects to Provide Professional Planning Services – Santa Ana College Building Planning Action
The administration recommends approval of the agreement with HMC Architects to provide professional planning services for the SAC building planning as presented.
- *5.11 Approval of Change Order #1 for Fire Lane Improvements at Santa Ana College Orange County Sheriff's Regional Training Academy Action
The administration recommends approval of change order #1 for fire lane improvements at SAC Orange County Sheriff's Regional Training Academy as presented.
- *5.12 Approval of Notice of Completion for Bid #1179 – Road Alignment/ Cul-de-sac and Parking Lot Expansion at Santa Ana College Action
The administration recommends approval of the Notice of Completion for grading for the road alignment/cul-de-sac and parking lot expansion at SAC as presented.

- *5.13 Adoption of Resolution No. 13-20 – Concrete for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 13-20 for Guy Yocom Construction, Inc. for Bid #1136 for concrete for the Humanities building at SCC as presented.
- *5.14 Adoption of Resolution No. 13-21 – Plumbing for Humanities Building at Santiago Canyon College Action
The administration recommends adoption of Resolution No. 13-21 for Interpipe Construction, Inc. for Bid #1140 for plumbing for the Humanities building at SCC as presented.
- *5.15 Approval of Notice of Completion for Bid #1136 – Concrete for Loop Road Extension at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for concrete for the Loop road Extension at SCC as presented.
- *5.16 Approval of Notice of Completion for Bid #1139 – Electrical for Loop Road Extension at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for electrical for the Loop Road Extension at SCC as presented.
- *5.17 Approval of Notice of Completion for Bid #1140 – Plumbing for Loop Road Extension at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for plumbing for the Loop Road Extension at SCC as presented.
- *5.18 Approval of Notice of Completion for Bid #1146 – Framing for Loop Road Extension at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for framing for the Loop Road Extension at Santiago Canyon College as presented.
- *5.19 Approval of Notice of Completion for Bid #1147 – Interior System for Signage for the Loop Road Extension at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for interior system signage for the Loop Road Extension at SCC as presented.
- *5.20 Approval of Notice of Completion for Bid #1151 – Grading for Loop Road Extension at Santiago Canyon College Action
The administration recommends approval of the Notice of Completion for grading for the Loop Road Extension at Santiago Canyon College as presented.

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

- *5.21 Approval of Consulting Agreement – Raubolt Consulting Services, Inc. Action
The administration recommends approval of the consulting agreement with Raubolt Consulting Services, Inc. as presented.

6.0 GENERAL

- *6.1 Approval of Provision of Services Agreement between Internacionales de la Moda, Sociedad Anónima de Capital Variable (S.A. de C.V.) and Rancho Santiago Community College District Action
The administration recommends approval of the provision of services agreement with the Internacionales de la Moda, S.A. de C.V. as presented.
- 6.2 Approval of Privileges for Student Trustee Action
It is recommended that the Board of Trustees approve the following privileges for the student trustee:
- The privilege to make and second motions;
 - The privilege to attend closed sessions on matters relating to student discipline;
 - The privilege to receive the same compensation as the other members of the board;
 - The privilege to serve on board committees.
- 6.3 Reports from Board Committees Information
 - Orange County Community Colleges Legislative Task Force
- 6.4 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. Full-time Faculty
 - b. Part-time Faculty
 - c. Classified Staff
 - d. Student Workers
 - e. Professional Experts
 - f. Educational Administrator Appointments
 - (1) Associate Dean
 - (2) Assistant Vice Chancellor
 - g. Other Educational and Classified Administrators

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

2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Union Organizations: Los Angeles-Orange County Building and Construction Trades Council
Craft Unions
Carpenters Union

3. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: Faculty Association of Rancho Santiago Community College District
California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
Continuing Education Faculty Association

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

5. Conference with Real Property Negotiators (pursuant to Government Code Section 54956.8)
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 1609-1631 North Bristol Street, Santa Ana, California
1240 West 17th Street, Santa Ana, California
1612 Louise Street, Santa Ana, California
Negotiating Parties: Danforth Holdings, LLC
Under Negotiation: Price and Terms of Payments

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 May 20, 2013.

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

Board of Trustees
(Regular meeting)

Monday, April 15, 2013

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:34 p.m. by Ms. Arianna Barrios. Other members present were Ms. Claudia Alvarez, Ms. Nelida Mendoza Yanez, Mr. Jose Solorio, Mr. Phillip Yarbrough, and Mr. Ryan Ahari. Mr. John Hanna arrived at the time noted. Mr. Larry Labrado was not in attendance.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Ms. Marti Reiter, Administrative Secretary, District Support Services.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough, seconded by Mr. Solorio, and carried unanimously to approve a revised page and attachment for Item 3.1 (Management/Academic Personnel).

1.4 Public Comment

Mr. Matthew Blake, Ms. Lilia Brito, and Mr. Ali Esquivel spoke in opposition of the district negotiating a Project Labor Agreement.

1.5 Approval of Minutes

It was moved by Mr. Solorio, seconded by Ms. Mendoza Yanez, and carried unanimously to approve the minutes of the regular meeting held April 1, 2013.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Mr. Ahari, and carried unanimously to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 5.24 (Construction Management Agreement with Seville Construction Services) removed by Ms. Alvarez.

- 4.1 Approval of Upward Bound Summer Residential Program Contract
The board approved the agreement between Chapman University and the Santa Ana College Upward Bound Program for 2013.
- 4.2 Approval of OTA Agreement Renewal – Garfield Medical Center
The board approved the agreement with Garfield Medical Center in Monterey Park, California.
- 4.3 Confirmation of Santa Ana College (SAC) Associate Degrees and Certificates for Fall 2012
The board confirmed the list of recipients of the SAC associate degrees and certificates for Fall 2012 as presented.
- 4.4 Confirmation of Santiago Canyon College (SCC) Associate Degrees and Certificates for Fall 2012
The board confirmed the list of recipients of the SCC associate degrees and certificates for Fall 2012 as presented.
- 4.5 Approval of Agreement with Cuyamaca College Professional Services for Water Works Project
The board approved the Grossmont-Cuyamaca Community College District contract for professional services in connection with providing online training and curriculum for the California Water Works project.
- 5.1 Approval of Payment of Bills
The board approved payment of bills as submitted.
- 5.2 Approval of Budget Increases/Decreases and Budget Transfers
The board approved budget increases, decreases and transfers during the months of February and March 2013.
- 5.3 Approval of Lease Agreement with Relecom
The board approved the lease agreement with Relecom and authorized the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.
- 5.4 Approval of Lease Agreement with TopGallant Group
The board approved the lease agreement with TopGallant Group and authorized the Vice Chancellor of Business Operations/Fiscal Services to execute the agreement on behalf of the district as presented.

1.6 Approval of Consent Calendar – (cont.)

- 5.5 Approval of Legal Services Agreement with Bergman Dacey Goldsmith, PLC
The board approved the legal services agreement with Bergman Dacey Goldsmith, PLC to provide legal services on construction-related matters as presented.
- 5.6 Approval of State Categorical Program Flexibility Transfer
The board approved the State Categorical Flexibility Transfer request per Education Code 84043 as presented.
- 5.7 Approval of Award of Contract for Land Surveying, Engineering and Consulting Services
The board approved BKF Engineers for land surveying, engineering and consulting services for district-wide projects as presented.
- 5.8 Approval of Agreement for Installation of Public Improvements at Santa Ana College
The board approved the Agreement for Installation of Public Improvements with the City of Santa Ana as presented.
- 5.9 Approval of Architect Services Agreement with Westberg+White - Proposal for Portable Classroom Building Village at Santa Ana College
The board approved the architect services agreement with Westberg+White for \$110,500 plus reimbursable expenses not to exceed \$3,000 as presented.
- 5.10 Approval of Architect Services Agreement with Westberg+White - Proposal for Programming Services for Johnson Center at Santa Ana College
The board approved the architect services agreement with Westberg+White for \$49,300 plus reimbursable expenses not to exceed \$2,500 as presented.
- 5.11 Approval of Award of Bid #1189 – Building “G” Miscellaneous Upgrades at Santa Ana College
The board approved awarding Bid #1189 for SAC Building “G” miscellaneous upgrades to Optima RPM Inc. as presented.
- 5.12 Approval of Change Order #6 for Bid #1179 – Soccer Field and Football Facilities at Santa Ana College
The board approved change order #6 for Bid #1179 for Los Angeles Engineering Inc. for the soccer field and football facilities at SAC as presented.
- 5.13 Approval of Change Order #1 for Bid #1180 – Perimeter Site Improvements at Santa Ana College
The board approved change order #1 for Bid #1180 for perimeter site improvements at SAC as presented.

1.6 Approval of Consent Calendar – (cont.)

- 5.14 Approval of Change Order #9 for Bid #1138 – Structural Steel for Humanities Building at Santiago Canyon College
The board approved change order #9 for Bid #1138 for Blazing Industrial Steel Inc. for structural steel for the Humanities building at SCC as presented.
- 5.15 Approval of Change Order #14 for Bid #1139 – Electricity for Humanities Building at Santiago Canyon College
The board approved change order #14 for Bid #1139 for Dynalectric for electricity for the Humanities building at SCC as presented.
- 5.16 Approval of Change Order #1 for Bid #1199 – Fiber Infrastructure for Humanities Building at Santiago Canyon College
The board approved change order #1 for Bid #1199 for Coast Electric for the fiber infrastructure for the Humanities building at SCC as presented.
- 5.17 Approval of Notice of Completion for Bid #1134 – Landscaping for Athletic/Aquatic Complex at Santiago College
The board approved the Notice of Completion for landscaping for the Athletic/Aquatic complex project at SCC as presented.
- 5.18 Approval of Notice of Completion for Bid #1136 – Concrete for Athletic/Aquatic Complex at Santiago College
The board approved the Notice of Completion for concrete for the Athletic/Aquatic complex project at SCC as presented.
- 5.19 Approval of Notice of Completion for Bid #1137 – Masonry for Athletic/Aquatic Complex at Santiago Canyon College
The board approved the Notice of Completion for masonry for the Athletic/Aquatic complex project at SCC as presented.
- 5.20 Approval of Notice of Completion for Bid #1141 –HVAC for Athletic/Aquatic Complex at Santiago Canyon College
The board approved the Notice of Completion for HVAC for the Athletic/Aquatic complex project at SCC as presented.
- 5.21 Approval of Notice of Completion for Bid #1199 – Fiber Infrastructure for Humanities Building at Santiago Canyon College
The board approved the Notice of Completion for fiber infrastructure for the Humanities building at SCC as presented.
- 5.22 Adoption of Resolution No. 13-18 – Metropolitan Fiber Wide Area Network
The board adopted Resolution No. 13-18 and the addendum to the Dark Fiber Telecommunications Service Agreement with Freedom Telecommunications, Inc. for Request for Proposal #1200 as presented.

1.6 Approval of Consent Calendar – (cont.)

5.23 Approval of Agreement with Governet for CurricUNET Meta Upgrade at Santa Ana College

The board approved the agreement with Governet for the CurricUNET Meta upgrade at SAC as presented.

5.25 Approval of Purchase Orders

The board approved the purchase order listing for the period February 24, 2013, through March 23, 2013.

1.7 Presentation on Conflict of Interest – the Law

Ms. Mary L. Dowell, Partner, Liebert Cassidy Whitmore, provided a presentation on Conflict of Interest and the Law. Board members received clarification on items relating to the conflict of interest laws.

Mr. Hanna arrived during Ms. Dowell's presentation.

Ms. Barrios called a brief recess at 5:47 p.m.

The board reconvened at 5:55 p.m.

1.8 Presentation on Construction Delivery Methods

Mr. W. Bryce Chastain, Atkinson, Andelson, Loya, Ruud & Roma; and Mr. Ron Beeler, Facilities Planning & Program Services, Inc., provided a presentation on options for school facilities construction delivery. The board reviewed the following key factors of construction alternatives: design-bid-build, design-build, and lease/leaseback.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

Dr. Rodriguez reported the following will be discussed in closed session:
Conference with Real Estate Negotiator (pursuant to Government Code Section 54956.8)

Agency Negotiator: Dr. Raúl Rodríguez, Chancellor

Property Address: 1609-1631 North Bristol Street, Santa Ana, California
1240 West 17th Street, Santa Ana, California
1612 Louise Street, Santa Ana, California

Negotiating Parties: Danforth Holdings, LLC

Under Negotiation: Price and Terms of Payments

2.2 Reports from College Presidents

The following college presidents provided reports to the board:

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

2.3 Report from Student Trustee

Mr. Ryan Ahari provided a report to the board.

2.4 Reports from Student Presidents

Since SAC and SCC student representatives of the Associated Student Government organizations left the meeting, Mr. Ahari provided a report from each representative to the board.

2.5 Reports from Academic Senate Presidents

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College, provided a report to the board.

Since Mr. Raymond Hicks left the meeting, Ms. Evett provided a report to the board on behalf of Mr. Hicks, Academic Senate President, Santa Ana College.

3.0 HUMAN RESOURCES

Items 3.1 and 3.2 were reviewed after Closed Session.

3.3 Authorization for Board Travel/Conferences

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to approve the submitted conference and travel by a board member.

4.0 INSTRUCTION

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

5.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 5.1 through 5.23, and Item 5.25 were approved as part of Item 1.6 (Consent Calendar).

5.0 BUSINESS OPERATIONS/FISCAL SERVICES – (cont.)

5.24 Approval of Increase to Construction Management Agreement – Seville Construction Services

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve an increase to the construction management agreement with Seville Construction Services as presented. Discussion ensued.

It was moved by Ms. Alvarez and seconded by Mr. Hanna to postpone action on this item. Discussion ensued. The motion failed with nay votes from Ms. Barrio, Ms. Mendoza Yanez, Mr. Solorio, and Mr. Yarbrough.

The motion carried to approve the increase to the construction management agreement with Seville Construction Services with nay votes from Ms. Alvarez and Mr. Hanna.

6.0 GENERAL

6.1 Board of Trustees Cast Ballot for California Community College Trustees Board of Directors Election – 2013

It was moved by Mr. Hanna and seconded by Mr. Yarbrough to cast a vote for the following candidates for the Board of Directors Election – 2013: Ms. Isabel Barreras, Ms. Louise Jaffe, Ms. Linda S. Wah, and Mr. Garrett Yee. Discussion ensued. The motion carried unanimously.

6.2 Reports from Board Committees

Ms. Mendoza Yanez and Mr. Solorio provided a report on the April 11, 2013, Board Facilities Committee meeting.

Mr. Ahari provided a report on the April 4, 2013, Orange County Community Colleges Legislative Task Force meeting.

6.3 Board Member Comments

Ms. Alvarez stated she is looking forward to touring the SCC campus on April 19.

Ms. Alvarez asked staff to provide information to board members regarding due diligence on companies the district plans to enter into contracts with.

Ms. Alvarez thanked staff for the informative presentations. She stated that she and Mr. Hanna receive Minimum Continuing Legal Education credit hours for the legal presentation given; and board members, as elected officials, receive credit for the ethics requirements.

6.3 Board Member Comments – (cont.)

Mr. Solorio asked that the Board Facilities Committee be given the opportunity to delay action on agenda items until further review occurs.

Ms. Barrios indicated she requested an attorney be present at the next board meeting to answer questions board members may have regarding a Project Labor Agreement.

Ms. Barrios commended the colleges on its activities and expressed appreciation for being asked to briefly speak at the ribbon-cutting for the Coastkeeper Garden on May 4. She also expressed appreciation for SCC students' recent participation in the Orange Community Foundation games.

Ms. Mendoza Yanez reported she and Ms. Alvarez recently attended the RSCCD Foundation meeting and asked Dr. Martinez for information regarding a large donation to the SAC Foundation. Dr. Martinez indicated the SAC Foundation had recently received a \$300,000 donation from a SAC alumnus.

Ms. Mendoza Yanez reported she recently addressed the students in the SAC student leadership program and offered to do the same for the SCC student leadership program.

Ms. Mendoza Yanez reported she recently attended the Hispanic Endowment Educational Foundation interviews and she spoke highly of the caliber of students interviewed.

Mr. Hanna thanked Ms. Evett for her informative report.

Mr. Hanna commended the college presidents on both colleges' enrollment figures and SAC's fundraising accomplishments.

Mr. Hanna thanked staff for the informative presentations given earlier at the board meeting.

RECESS TO CLOSED SESSION

The board convened into closed session at 7:46 p.m. to consider the following items:

1. Public Employment (pursuant to Government Code Section 54957[b][1])
 - a. Part-time Faculty
 - b. Classified Staff
 - c. Student Workers
 - d. Professional Experts
2. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor

3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
4. Conference with Real Estate Negotiator (pursuant to Government Code Section 54956.8)
Agency Negotiator: Dr. Raúl Rodríguez, Chancellor
Property Address: 1609-1631 North Bristol Street, Santa Ana, California
1240 West 17th Street, Santa Ana, California
1612 Louise Street, Santa Ana, California
Negotiating Parties: Danforth Holdings, LLC
Under Negotiation: Price and Terms of Payments

RECONVENE

The board reconvened at 8:03 p.m.

Closed Session Report

Ms. Barrios reported the board discussed public employment, public employee discipline, and negotiations regarding the abovementioned real estate properties; and no action was taken during closed session.

Public Comment

There were no public comments.

3.0 HUMAN RESOURCES

3.1 Management/Academic Personnel

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

- Approve Changes of Assignments
- Approve Interim Assignments/Changes of Locations
- Approve 2012-2013 Contract Extension Days
- Approve Stipends
- Approve Column Changes for FARSCCD Hourly Rates
- Approve Column Changes for CEFA Hourly Rates
- Approve Part-time Hourly Hires/Rehires

3.2 Classified Personnel

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

- Approve New Appointments
- Approve Temporary to Contract Assignments
- Approve Longevity Increments
- Approve Out of Class Assignments
- Approve Changes in Salary Placements
- Approve Leaves of Absence
- Ratify Resignations/Retirements
- Approve Longevity Increments
- Approve Temporary Assignments
- Approve Changes in Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Instructional Associates/Associate Assistants
- Approve Student Assistant Lists

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on May 6, 2013.

There being no further business, Ms. Barrios declared this meeting adjourned at 8:05 p.m., in honor of those that lost their lives or were seriously injured or wounded in the Boston tragedy on April 15, 2013.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: May 6, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC

May 6, 2013

MANAGEMENT

Appointments

Leon, Christine
Associate Dean
Extended Opportunities Programs
& Services
Student Services
Santa Ana College

Effective: June 27, 2013
Salary Placement: E-7 \$125,587.14/Year

Matsumoto, Carri
Assistant Vice Chancellor
Facility Planning & District Construction
& Support Services
Business Operations & Fiscal Services
District Office

Effective: June 10, 2013
Salary Placement: B-7 \$152,617.64/Year

FACULTY

39 Month Reemployment per E.C. 87731

Kosuth, Kathryn
Associate Professor of English
Arts, Humanities & Social Sciences Division/Library
Santiago Canyon College

Effective: August 19, 2013
Salary Placement: IV-13 \$86,138.86

Banking Leave

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

Effective: August 19 - December 14, 2013
Reason: Banking Leave (3.00 LHE)
(Concurrent with Sabbatical Leave)

Sabbatical Leaves (80% Contract) for 2013/2014

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

Effective: August 19 - December 14, 2013
Reason: Independent Research & Professional Growth

Kehlenbach, E. Brian
Professor, Music
Fine & Performing Arts Division
Santa Ana College

Effective: August 19, 2013 – May 24, 2014
Reason: Independent Research

FACULTY (CONT'D)

Sabbatical Leaves (80% Contract) for 2013/2014 (cont'd)

Salazar de la Torre, Rosa
Counselor
Orange Education Center
Continuing Education Division
Santiago Canyon College

Effective: August 19, 2013 – May 24, 2014
Reason: Academic Study

Soriano, Irene
Professor, Art History
Fine & Performing Arts Division
Santa Ana College

Effective: January 21 – May 24, 2014
Reason: Academic Study

Waterman, Patricia
Professor, Art (Computer Animation)
Fine & Performing Arts Division
Santa Ana College

Effective: August 19, 2013 – May 24, 2014
Reason: Professional Growth

Leaves of Absence

Morse, Leah
Master Teacher
SCC Child Development Center
Child Development Services
District Office

Effective: May 6 – July 8, 013
Reason: Maternity

Santamaria, Sandra
Master Teacher
Early Head Start
Child Development Services
District Office

Effective: May 6 – July 8, 013
Reason: Maternity

Stipends

Coffman, Jodi
Professor, Exercise Science
Head Coach, Fitness & Health & Athletics
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: February 22, 2013
Amount: \$250.00
Reason: Tutor Training Workshop
(BSI 11-Supplemental Instruction
& Tutoring Project)

Conner, Mary Patricia
Coordinator, Tutorial Learning Center
Extended Opportunities Programs & Services
Student Services
Santa Ana College

Effective: February 22, 2013 & March 1, 2013
Amount: \$1,200.00
Reason: Tutor Training Workshop
(BSI 11-Supplemental Instruction
& Tutoring Project)

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
May 6, 2013

Page 3

FACULTY (CONT'D)

Stipends (cont'd)

Everett, Michael
Professor, Mathematics
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: February 22, 2013
Amount: \$250.00
Reason: Tutor Training Workshop
(BSI 11-Supplemental Instruction
& Tutoring Project)

Kelcher, Michael
Associate Professor, Chemistry
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: March 1, 2013
Amount: \$500.00
Reason: Tutor Training Workshop
(BSI 11-Supplemental Instruction
& Tutoring Project)

Sweeney, George
Coordinator, Math Study Center
Science, Mathematics &
Health Sciences Division
Santa Ana College
Effective: February 22, 2013 & March 1, 2013
Amount: \$1,700.00
Reason: Tutor Training Workshop
(BSI 11-Supplemental Instruction
& Tutoring Project)

Part-time Hourly Hires/Rehires

Banks, Glen
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College
Effective: April 15, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Brown, Robert
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College
Effective: April 15, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Carr, Brennan
Instructor, Business/Marketing
Business Division
Santa Ana College
Effective: August 19, 2013
Hourly Lecture Rate: III-3 \$58.21

Clark, Aaron
Instructor, Fire Technology
Human Services & Technology Division
Santa Ana College
Effective: April 15, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Doyle, Douglas
Instructor, Criminal Justice
Human Services & Technology Division
Santa Ana College
Effective: April 22, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$57.12

FACULTY (CONT'D)

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

Garrett, Levi
Instructor, Fire Technology/Wellness
Human Services & Technology Division
Santa Ana College
Effective: April 15, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Kleinsmith, Paul
Instructor, Public Works (equivalency)
Business & Career Technical Education Division
Santiago Canyon College
Effective: May 1, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Pacier, Phillip
Instructor, Music
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: August 19, 2013
Hourly Lecture/Lab Rates: II-3 \$55.44/\$47.12

Zonin, Alex
Instructor, Manufacturing Technology
Human Services & Technology Division
Santa Ana College
Effective: August 19, 2013
Hourly Lecture/Lab Rates: I-3 \$52.80/\$44.88

Wiemann, Kurt
Instructor, Public Works (equivalency)
Business & Career Technical Education Division
Santiago Canyon College
Effective: May 6, 2013
Hourly Lecture Rate: I-3 \$52.80

Non-paid Instructors of Record/Attachment #1

Burnell Jr, Robert W
Instructor, Apprenticeship Maintenance Mechanic
Business & Career Technical Education Division
Santiago Canyon College
Effective: May 13, 2013

Guzman, Anthony A
Instructor, Apprenticeship Operating Engineers
Business & Career Technical Education Division
Santiago Canyon College
Effective: May 13, 2013

FIRE TECHNOLOGY NON-PAID
INSTRUCTORS OF RECORD (EQUIVALENCY)
EFFECTIVE DATE OF HIRE 4/1/2013

New Hires Non-paid Instructors of Record	City Location	Division	Campus
Ackerman, Dave	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Alario, Jeffrey	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Albin, Douglas C	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Ahmad, Tariq	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Anderson, Justin	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Audley, Rocky G	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Balint, Justin C	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Banks, Matthew	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Bauer, Lucas B	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Brookhart, Christopher	Upland Fire	Human Services & Technology Division	Santa Ana College
Butler, Timothy J	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Conner, Charles H	San Bernardino Fire	Human Services & Technology Division	Santa Ana College
Davis, James W	San Bernardino Fire	Human Services & Technology Division	Santa Ana College
Dunn, Mark J	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Eckhardt, Michael G	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Evans, Charlie G	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Faulkner, Brent E	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Feldman, Joshua A	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Fitzgerald, Les	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Flores, Jerry	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Foster, Travis	Upland Fire	Human Services & Technology Division	Santa Ana College
Fox, Scott	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Gabbard, James	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
George, Gerald E	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Gordon, Matthew A	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Hanna, Jeff	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Laulhere, Patrick L	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Lesovsky, John M	Anaheim Fire	Human Services & Technology Division	Santa Ana College
McDonald, Steve B	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Mickelsen, Mark A	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Moreno, Ralph	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Pardoen, Brent C	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Powers, John A	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Price, John O	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Richichi, Christopher D	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Rieth, Mike	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Roche, Thomas	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Ronstadt, Richard	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Roset, Robert Jason	San Bernardino Fire	Human Services & Technology Division	Santa Ana College
Ruzicka, Dennis L	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Schaefer, Nick	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Shapen, Rodney A	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Stark, William F	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Stewart, Kevin	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Strohm, William S	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Thomas Jeffrey	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Van Horne, Scott A	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Weiss, Mark S	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Whittaker Paul J	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Wilkins, Jeffrey L	Garden Grove Fire	Human Services & Technology Division	Santa Ana College
Wills, Thomas W	Anaheim Fire	Human Services & Technology Division	Santa Ana College
Yamakawa, Robert	Anaheim Fire	Human Services & Technology Division	Santa Ana College

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES DOCKET

CLASSIFIED

MAY 6, 2013

CLASSIFIED

New Appointment

Nguyen, Man
Technical Specialist I (CL13-0396)
ITS

Effective: May 6, 2013
Grade 13, Step 4 \$54,538.67

Change in Position

Kelly, Ann
From: Admin. Secretary/ Student Services
To: Executive Secretary (CL12-0387)
Administrative Services/ SCC

Effective: April 12, 2013
Grade 14, Step 5 + 2.5%L \$61,890.30

Change in Salary Placement

Caudillo, Margaret
Instructional Center Tech/ School of
Continuing Education/SAC

Effective: May 7, 2013
Grade 7, Step 6 + 10%L + 2.5%Bil + 5PG
\$60,648.72

Leave of Absence

Mills, Amy
Administrative Secretary/ Child Dev.
Services

Effective: 04/29/13 – 07/20/13
Reason: FMLA

Ratification of Resignation/Retirement

Eldridge, Janet
Distance Education Services Specialist/
SAC

Effective: June 28, 2013
Reason: Retirement

Reiter, Martha
Administrative Secretary/ District Facility
Planning & Support Services

Effective: May 31, 2013
Reason: Retirement

CLASSIFIED HOURLY

New Appointments

Bennett, Nicole
Instructional Assistant (CL12-0370)
Orange Education Center
Effective: April 15, 2013
Up to 19 Hours/Week School Session
Grade 5, Step A \$15.96/Hour

Tamayo Frias, Nallely
Custodian (CL12-0378)
Child Dev. Center/ SAC
Effective: April 29, 2013
19 Hours/Week 12 Month
Grade 4, Step A \$15.31/Hour

Professional Growth Increment

Cabrera, Juan
Instructional Assistant/ Math & Science/
SAC
Effective: June 1, 2013
Grade 5, Step A + 3PG (750)
\$15.96/Hour + \$62.50/Mo. PG

Palomares, Eva
Transfer Center Specialist/ Counseling/
SAC
Effective: June 1, 2013
Grade 11, Step A + 3PG (750)
\$20.36/Hour + \$62.50/Mo. PG

Change of Assignment

Clayton, Joe
District Safety Officer
From: Digital Media Center
To: School of Continuing Education/SAC
Effective: 03/25/13
Grade 9, Step A \$18.65/Hour
Up to 19 Hours/Week School Session

Ratification of Resignation/Retirement

Rice, Tera
Senior Cashier/ Bookstore/SCC
Effective: April 26, 2013
Reason: Resignation

TEMPORARY ASSIGNMENT

Gahagan, Jeannette
Career Technician/ DSPS/ SAC
Effective: 05/07/13 – 06/30/13

Melgoza Hurtado, Angelica
Student Services Specialist/ CAMP/SCC
Effective: 05/07/13 – 06/30/13

Instructional Associates/Associate Assistants cont'd

Herrera, Juana	Effective: 05/07/13
Hutchinson, Edward	Effective: 05/07/13
Lopez, Richard	Effective: 05/07/13
O'Keefe, David	Effective: 05/07/13
Peters, Nicole	Effective: 05/07/13
Sneddon, Jason	Effective: 05/07/13
Stewart, Shane	Effective: 05/07/13
Fire Technology	
Olson, Robin	Effective: 04/19/13

COMMUNITY SERVICE PRESENTERS
Stipends Effective March 11 – April 10, 2013

Burns, Brigitte	Amount: \$ 87.24
Clary, Ling Ling	Amount: \$ 960.00
Dumon, Dori	Amount: \$ 320.00
Dutton, Donald	Amount: \$ 487.50
Friebert, Martin	Amount: \$ 660.00
Glicksir, Barbara	Amount: \$ 1,120.00
Gorman, Ron	Amount: \$ 193.58
Hammonds, Elvin	Amount: \$ 1,000.00
Hardy, Kamillia	Amount: \$ 647.28
Hermen, Lisa	Amount: \$ 287.10
Hogue, Tom	Amount: \$ 1,381.80

COMMUNITY SERVICE PRESENTERS cont'd
Stipends Effective March 11 – April 10, 2013

Konstant, Eugene	Amount: \$ 73.32
Krusemark, LeeAnne	Amount: \$ 121.45
Larsen, Jo Ellen	Amount: \$ 199.66
Mack, Karen	Amount: \$ 307.98
Neal, Phyllis	Amount: \$ 210.00
Potter, John	Amount: \$ 720.00
Rivera, Rodrigo	Amount: \$ 155.66
Rivera, Rodrigo	Amount: \$ 143.72
Schindelbeck, Judy	Amount: \$ 620.00
Sheldon, Joel	Amount: \$ 227.50
Thurston, Dawna	Amount: \$ 960.00
Wu, Wendy	Amount: \$ 288.14
Zimmerman, Kathy	Amount: \$ 54.52

VOLUNTEERS

Kataneksza, Barbara
Non-Student Volunteer/ School of
Continuing Education/SAC

Effective: 05/07/13 – 06/06/13

**SANTA ANA COLLEGE
STUDENT ASSISTANT LIST**

Chang De Las Cuevas, Aurora Maria	Effective: 04/15/13-06/30/13
Ingle, Meghan E	Effective: 04/16/13-06/30/13
Liu, Sing Chi	Effective: 04/08/13-06/30/13
Marquez, Monica Angelina Cruz	Effective: 04/04/13-06/30/13
Nguyen, Tram Ngoc Anh	Effective: 04/16/13-06/30/13
Ventura, Susana Alicia	Effective: 04/11/13-06/30/13

**SANTIAGO CANYON COLLEGE
STUDENT ASSISTANT LIST**

Jaime, Corey	Effective:04/15/13 – 06/30/13
Magdaleno, Lidia	Effective:04/09/13 – 06/30/13
Pedraza, Jessica	Effective:04/10/13 – 06/30/13
Salgado, Reyna	Effective:04/11/13 – 06/30/13
Solano, Edgar	Effective:04/11/13 – 06/30/13
Vazquez, Ivan	Effective:04/10/13 – 06/30/13

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: May 6, 2013
Re:	Presentation of California School Employees Association Chapter 579 Initial Bargaining Proposal to the Rancho Santiago Community College District.	
Action:	Request for Approval to Schedule Public Hearing	

BACKGROUND

Pursuant to Government Code Section 3547(a) the initial bargaining proposal of California School Employees Association Chapter 579 to the Rancho Santiago Community College District is presented for your information. The Government Code also requires that the Board of Trustees conduct a public hearing on this proposal at its next regularly scheduled meeting.

ANALYSIS

The current agreement between the District and CSEA 579 expires on June 30, 2013. Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its next meeting.

RECOMMENDATION

It is recommended that the Board of Trustees schedule a public hearing for May 20, 2013.

Fiscal Impact: To be Determined	Board Date: May 6, 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 Rodriguez, Ph.D., Chancellor	

Initial Proposal for Successor Negotiations
of the
California School Employees Association and its RSCCD Chapter #579
to the
Rancho Santiago Community College District

Article 1: Agreement and Recognition

CSEA #579 desires that the recognition language reflect the following: “the California School Employees and its RSCCD Chapter #579”

CSEA #579 has an interest in defining “school session” employees.

Article 9: Personnel Files

CSEA #579 desires to clarify the circumstances under which District employees can view the contents of a unit member’s personnel file.

CSEA #579 desires to establish a time period after which derogatory comments will be sealed in a unit member’s personnel file.

Article 10: Leaves

CSEA #579 desires that employees be allotted paid release time for the purposes of taking required tuberculosis tests.

CSEA #579 desires to enhance a unit member’s ability to receive compensation during instances of maternity.

CSEA #579 desires to clarify the timeframe during which employees are to notify management of impending absence.

CSEA #579 desires to modify the circumstances during which a unit member can elect and receive personal necessity leave time

Article 11: Holiday Leave

CSEA #579 desires to enhance the holiday opportunities afforded to unit members and to clarify the processes by which unit members will be paid for holiday opportunities.

Article 12: Vacation Leave

CSEA #579 desires that unit members receive prompt notification regarding a manager's approval of a unit member's submitted vacation request.

CSEA #579 desires to enhance the vacation schedule.

CSEA #579 desires that unit members have the ability to have earned and upcoming vacation be paid in cash upon the request of the employee in the event of an employee hardship.

Article 14: Wages and Hours

CSEA #579 desires to enhance the salary and longevity schedule.

CSEA #579 desires to enhance the circumstances under which the parties will reconvene salary negotiations.

CSEA #579 desires to achieve contract language to preserve unit members' work schedules as consecutive work hours.

CSEA #579 desires to modify the circumstances during which unit members will receive a lunch period break.

Article 15: District Safety Department

CSEA#579 desires that every District Safety Officer be provided a bullet proof vest.

Article 17: Transfers, Promotions and Recruitment

CSEA #579 desires that bargaining unit members are first advised of any unit member vacancies prior to the District advising any outside groups of such vacancies.

CSEA #579 desires that classified vacancies be filled first from among interested unit member applicants.

CSEA #579 desires to include references to applicable provisions of the California Education Code.

Article 19: Health and Welfare

CSEA #579 desires to modify the District's health and welfare contributions in order to maintain the current level of benefits with status quo out of pocket premium contributions for unit members.

CSEA #579 desires to enhance unit member's fringe benefit allotment.

CSEA #579 desires that unit benefit eligible unit members have the ability to receive cash compensation in exchange for not participating in health benefits through the employer.

CSEA #579 desires to achieve additional wellness benefits.

Article 20: Mileage and Conference Reimbursement and Parking

CSEA#579 desires to reduce parking fees for unit employees who park at District owned properties.

Article 22: Professional Growth

CSEA #579 desires to enhance professional growth opportunities for unit members.

Article 23: Effects of Layoff

CSEA #579 desire to modify the language of the agreement to reflect the 60 day notification period included in the California Education Code.

Article 24: Corrective Action Procedures

CSEA #579 desires to modify the language so that the disciplinary processes shall be subject to the grievance procedure.

Article 26: Reclassification

CSEA #579 desires to modify the language to include a time period during which a unit member may submit his/her reclassification appeal.

CSEA#579 has an interest in updating language items throughout the contract including references to "meet and confer".

CSEA #579 has in interest in incorporating prior MOU's for inclusion in to the collective bargaining agreement.

All other provisions of the collective agreement in force to June 30, 2013 shall remain in full force and effect.

CSEA and its Chapter #579 reserves the right to make additional proposals at any time during the bargaining process; including but not limited to responses to proposals made by the District.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: May 6, 2013
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the California School Employees Association (CSEA) Chapter 579.	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

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

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the California School Employees Association (CSEA) Chapter 579 and schedule a public hearing for May 20, 2013.

Fiscal Impact: To be Determined	Board Date: May 6, 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	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 579
MAY 6, 2013**

Article 11 – Holiday Leave

Clarify holiday leave calculations for Hourly On-Going Employees.

Article 12 – Vacation Leave

Eliminate vacation leave accrual once accrual limits are reached.

Article 14 – Wages and Hours

Maintain current salary schedule

Article 19 – Health and Welfare

Maintain district contributions at current level. Change annual automatic increase to 5% in each succeeding year.

Article 22 – Professional Growth Program

Revise language related to stipend for Hourly On-Going Employees.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: May 6, 2013
Re:	Presentation of the Faculty Association of Rancho Santiago Community College District (FARSCCD) Initial Bargaining Proposal to the Rancho Santiago Community College District.	
Action:	Request for Approval to Schedule Public Hearing	

BACKGROUND

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

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing on this proposal at its May 20, 2013 meeting.

RECOMMENDATION

It is recommended that the Board of Trustees schedule a public hearing for May 20, 2013.

Fiscal Impact: To be Determined	Board Date: May 6, 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	

FARSCCD Initial Proposal for 2013-2014 Contract
April 29, 2013

Article 7: Salaries

7.1.1.A

For 2013-14 and subsequent years, adjust the full-time salary schedule as necessary to maintain 7th place ranking or better.

Increase full-time and beyond-contract/part-time salary schedules by 2% or by the State-approved COLA, whichever is greater.

7.1.1.B

Provide step and column advancement for all eligible faculty.

In 2013-2014, complete the process of step restoration by placing all eligible faculty at the step they would have reached if there had been no freeze of steps in 2009-2010 and 2010-2011.

Update other 7.1.1.B & C language in the 2011-2013 contract as necessary.

Appendices E, F, and G: Salary Schedules for 175-, 192-, and 225-day Faculty

Increase longevity-step salary increments, and add another regular step to columns IV, V, VI, and VII.

Appendix I: Part-Time/Beyond-Contract Salary Schedule

Expand the PT/BC salary schedule to five steps and five columns, to be phased in over the next five years.

Article 4: Leaves

4.18 Association Released Time

Combine the separate LHE amounts of Association released time provided by the District in sections 4.18.A & B into a total of 95 LHE per year. With this change, eliminate section 4.18.B.

Article 5: Benefits

5.2.1

For 2013-14, increase the District's maximum contribution to cover the full PPO-Family premium amount.

Article 6: Instructional Hours, Duties and Workload

6.1.4

Laboratory units will be assigned on a 1.00 ratio of a lecture hour.

(continued)

Faculty with assignments in the English Writing Center, Math Lab, and Modern Languages Lab will be compensated at the same 1.0 LHE rate.

Include appropriate Modern Languages courses in the 6.1.4 list of composition courses that receive 0.5 additional LHE per section.

6.1.6

Increase the beyond-contract assignment maximum to 10 LHE per semester.

6.2.4

Expand and restructure the Large Group Instruction table of bonus LHE and instructional aide hours.

Establish equitable class-size limits for on-line courses in the District.

6.2.5 and Appendix K

Establish a comprehensive formula for the amount of LHE appropriate for each department chair's workload. Use this formula to evaluate current requests for department chair LHE increases in 2013-2014.

6.2.6 Academic Senate Released Time

Increase the amount of released time LHE provided for each academic senate to 75 LHE per year, to be utilized for assignments throughout the year as determined by each senate.

Article 8: Evaluation

Revise evaluation process language and timelines where necessary.

Develop language relating to the use of on-line student evaluations.

Other Items

1. Allow retiring faculty to continue using their District/College email accounts for at least one year after their retirement dates.
2. Discuss faculty professional development resources and reimbursement in the context of accreditation requirements.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: May 6, 2013
Re:	Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD).	
Action:	Receipt of Initial Bargaining Proposal and Scheduling of Public Hearing	

BACKGROUND

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

ANALYSIS

Contract negotiations cannot begin until after the Board of Trustees conducts a public hearing and formally adopts its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees receive and file the district's initial bargaining proposal to the Faculty Association of Rancho Santiago Community College District (FARSCCD) and schedule a public hearing for May 20, 2013.

Fiscal Impact: To Be Determined	Board Date: May 6, 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	

**INITIAL BARGAINING PROPOSAL OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
TO THE FACULTY ASSOCIATION OF THE
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
MAY 6, 2013**

Article 4 – Leaves

Eligibility for Sabbatical Leaves contingent upon 6 consecutive years of satisfactory full-time service.

Article 5 – Health and Welfare Benefits

Maintain district contributions at current levels. Change annual automatic increase to 5% in each succeeding year.

Article 6 – Instructional Hours, Duties and Workload

Develop 2014 – 2015 Instructional Calendar

Increase limit for beyond contract assignments from 8 LHE to 9 LHE

Develop uniform list of responsibilities for Department Chairs

Develop language related to Student Learning Outcomes that is consistent with accreditation standards

Article 7 – Salaries

Maintain 9th Place Ranking

Provide Step and Column Movement

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To: Board of Trustees	Date: May 6, 2013
Re: Approval of Non-Credit Instructional Calendar 2013-2014	
Action: Request for Approval	

BACKGROUND

In conjunction with the Faculty Association of Rancho Santiago Community College District (FARSCCD) and the Continuing Education Faculty Association (CEFA), the 2013-2014 non-credit instructional calendar has been developed.

ANALYSIS

The calendar has been developed in accordance with the FARSCCD and CEFA contracts and relevant Title 5 regulations.

RECOMMENDATION

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

Fiscal Impact: None	Board Date: May 6, 2013
Prepared by: John Didion, Executive Vice Chancellor, Human Res. & Educational Services	
Submitted by: John Didion, Executive Vice Chancellor, Human Res. & Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RSCCD NON-CREDIT INSTRUCTIONAL CALENDAR 2013 - 2014 (DRAFT)

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

Faculty Projects: August 19-23

Instruction Begins, Fall Semester - August 26
Labor Day: September 2

Veterans Day: November 11

Thanksgiving: November 25-30

End Fall 2013 Semester - Dec 21
Winter Recess: Dec 23 - Jan 16

Faculty Projects: Jan 17, 21 & 22

Martin Luther King Holiday: January 20

Instruction Begins, Spring Semester - January 23

Lincoln's Birthday: February 14
President's Day: February 17

Spring Break Mar 24 - 27 (Subject to Change)
Cesar Chavez Day Observed March 28

Memorial Day: May 26
CEC Commencement: June 5
OEC Commencement: June 6

End of Spring 2014 Semester - June 7

Summer Session Begins: July 1
Independence Day: July 4

End of Summer 2014 Semester - August 9

RSCCD noncredit programs operate on an open-entry/open-exit year-round calendar. Term dates may be adjusted throughout the academic year in response to changing district, site and student needs.

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

BOARD MEMBERS (to be approved)

NATIONAL ASSOCIATION OF LATINO ELECTED
AND APPOINTED OFFICIALS (NALEO)
30TH ANNUAL CONFERENCE
Chicago, IL – June 26-30, 2013

3 Board Members
(Claudia Alvarez)
(Larry Labrado)
(Nelida Mendoza Yanez)

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

To: Board of Trustees	Date: May 06, 2013
Re: Approval of a new CJA Agreement – City of Long Beach, Long Beach Police Department	
Action: Request for Approval	

BACKGROUND

This is a new agreement which will initiate a partnership between Santa Ana College and the City of Long Beach. The agreement will allow the City of Long Beach to operate their own Basic Police Academy. Currently, the SAC Basic Police Academy at the Criminal Justice Training Center in Tustin is operating at capacity. The City of Long Beach has fifty-three (53) trainees who need this Basic Police Academy as soon as possible.

ANALYSIS

This new agreement shall remain in effect for five (5) years or until terminated by either party. This agreement has been reviewed by Dean Simon B. Hoffman and college staff. The annual cost for this agreement is not to exceed \$157,410 per fiscal year.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with the City of Long Beach, Long Beach Police Department in Long Beach, California.

Fiscal Impact:	Approximately \$157,410 FY 2013-2014	Board Date: May 06, 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 INTER-AGENCY INSTRUCTIONAL SERVICES AGREEMENT

With: **CITY OF LONG BEACH**

THIS AGREEMENT is entered into this 1st day of May , 2013
by and between the Rancho Santiago Community College District, 2323 North
Broadway, Santa Ana, California 92706-1640 (District) and the **City of Long Beach,**
Long Beach Police Department, 400 West Broadway, Long Beach, CA 90802
(Agency).

RECITALS

WHEREAS, under Government Code Section 53060 and Education Code
Section 78021, the Rancho Santiago Community College District desires to contract with
Agency as an independent contractor to the District; and

WHEREAS, Agency has the personnel, expertise and equipment to provide the
special services required herein, and

WHEREAS, the public's interest, convenience and general welfare will be served
by this contract;

NOW THEREFORE, Agency and District agree as follows:

PROVISIONS OF THE AGREEMENT

A. AGENCY'S RESPONSIBILITIES:

1. **Services** - Agency's responsibility shall be to diligently furnish to
the District the services and materials as set forth in Attachment A, hereby incorporated
in this Agreement by this reference.

2. Student Attendance Records. Records of student attendance and achievement will be maintained by Agency. Records will be open for review at all times by officials of the District and submitted on a schedule developed by the District.

3. Non-Discrimination. Agency agrees that it will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or age, or sex of such person.

4. Applicable Law. Agency 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 Agency, Agency's business, equipment, and personnel engaged in operations covered by this agreement or occurring out of the performance of such operations.

B. DISTRICT'S RESPONSIBILITIES

1. Educational Program. District is responsible for the educational program that will be conducted on site.

2. Supervise and Control Instruction. The instruction to be claimed for apportionment under this contract shall be under the immediate supervision and control of a District employee (Title 5, Section 58058) who has met the minimum qualifications for instruction in a vocational subject in a California community college.

3. Instructor Who Is Not a District Employee - District's Responsibilities. Where Agency's instructor is not a paid employee of the District, the District shall have a written agreement with each such instructor who is conducting instruction for which Full time Equivalency Students (FTES) are to be reported. The agreement shall state that the District has the primary right to control and direct the instructional activities of Agency's instructor.

4. Qualifications of Instructors. District shall list the minimum qualifications for instructors teaching these courses. Such qualifications shall be consistent with requirements specified by the District.

5. District's Control of and Direction for Instructors. District shall provide instructors with an orientation, instructor's manual, course outlines, curriculum materials, testing and grading procedures, and any of the other necessary materials and services that it would provide to its hourly instructors on campus.

6. Courses of Instruction. These are specified in Attachment A to this Agreement. It is the District's responsibility to insure that the course outline of records are approved by the District's curriculum committee pursuant to Title 5 course standards, and that the courses have been approved by the District's board of trustees.

7. Different Section of Courses. District shall have procedures to insure that faculty teaching different sections of the same course teach in a manner consistent with the approved outline of record for that course. Such procedures apply to the faculty, courses, and the students.

8. Enrollment. District will advise Agency of the enrollment period, student enrollment fees, the number of class hours sufficient to meet the stated performance objectives, policy regarding the supervision and evaluation of students, and the procedure applicable to the withdrawal of students prior to completion of a course or program.

9. Obtaining Approval of Degree and Certificate Programs Is District's Responsibility. It is required that degree and certificate programs have been approved by the State Chancellor's Office and courses that make up the programs must be part of the approved programs, or District must have received delegate authority to separately approve those courses locally.

10. Classes Held Outside of District. If the classes are to be located outside the boundaries of the District, the District must comply with the requirements of title 5, Sections 55230-55232, concerning approval by adjoining high school or community college districts and use of non-District facilities.

11. Funding Source. District shall certify that it does not receive full compensation for the direct education costs of the course from any public or private agency, individual, or group.

12. Certification. District is responsible for obtaining certification verifying that the instruction activity to be conducted will not be fully funded by other sources. (Title 5, Section 58051.5)

C. FEE

1. Agency Fee and Expenses - The fee to be paid by District for the services and materials to be supplied hereunder is: Two dollars and seventy cents (\$2.70) per student contact hour, not to exceed 58,300 hours or \$157,410. per fiscal year. Annual limits shall not be exceeded without the expressed permission from either the Dean of Human Services/Technology Division or the Assistant Dean of Criminal Justice Academies.

2. The Agency shall invoice the District at the conclusion of each class, supplying mutually acceptable documentation of student contact hours for each class.

D. TERMS AND CONDITIONS

1. Facilities. Agency and District agree that the course shall be held at facilities that are clearly identified as being open to the general public. (Title 5, Section 58051.5)

2. Open Enrollment. District and Agency agree that enrollment in the course must be open to any person who has been admitted to the college and has met any applicable prerequisites. (Title 5, Sections 51006 and 59106) The District's policy on open enrollment is published in the college catalogue and schedule of classes (Title 5, Section 51006), along with a description of the course and information about whether the course is offered for credit and is transferable. (Title 5, Section 55005)

3. Support Services for Students. Both Agency and District shall insure that ancillary and support services are provided for the students (e.g. Counseling and Guidance, and Placement Assistance).

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

5. Term. This Agreement shall be in effect for the period of **May 1, 2013** through **April 30, 2018**, unless earlier terminated by either party in the manner set forth herein. This agreement may be extended for one (1) additional year by mutual agreement between the parties no later than one month prior to the anniversary date of the Agreement. Either party may cancel or terminate this Agreement without cause upon 30 days prior written notice given by either party.

6. Termination for Cause. The District may terminate this Agreement and be relieved of any consideration to Agency should Agency fail to perform the covenants herein at the time and in the manner provided. In the event of such termination the District may proceed with the work in any manner deemed proper by the District. The cost of the District shall be deducted from any sum due the Agency under this Agreement, and the balance, if any, shall be paid by the Agency.

7. Assignments. This Agreement is personal and shall not be assigned by Agency either in whole or in part. Any such purported assignment voids this Agreement.

8. Notices. All notices required or permitted under this Agreement

shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to District:

Rancho Santiago Community College District
Attn: Vice Chancellor, Business Operations and Fiscal Services
2323 North Broadway
Santa Ana, California 92706

If submitting an invoice, insert: "Attn: Accounts Payable"

If to Agency:

City of Long Beach
Long Beach Police Department
Basic Police Academy Coordinator
400 West Broadway
Long Beach, CA 90802

Attn: Sergeant Greg Schirmer (562-570-5967)

9. Time Is of the Essence. Time is of the essence for each of the provisions of this Agreement, and all the provisions of this Agreement, shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

10. Modifications. No modifications or variations of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreements not incorporated herein, and no alterations or variations of the terms of this Agreement unless made in writing between the parties hereto, shall be binding on any of the parties hereto.

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

hereto on the day and year first written above.

Agency: CITY OF LONG BEACH

District: RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT

PHK

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor
Business Operations & Fiscal Services

Date: _____

Date: _____

Approved as to Form:
Robert E. Shannon, City Attorney

By: _____
Name: Gary J. Anderson
Deputy City Attorney

ATTACHMENT A

STANDARD INTER-AGENCY SERVICES AGREEMENT

SERVICES TO BE PROVIDED BY AGENCY:

City of Long Beach

1. **Teaching Approved Curriculum:** All student contact hours submitted by the Agency to the District shall be part of a course of instruction that has either been approved by the college's Curriculum and Instruction Council, or has been accepted as a topics course and approved by the college's Chief Instructional Officer.

2. **Instructor Qualifications:** All student contact hours submitted by the Agency to the District shall have been taught under the line of sight supervision of instructors who meet the college's minimum or equivalent qualifications for hiring as part-time Criminal Justice Instructors. This expertise is furnished at the expense of the Agency. The services include the use of their specialized equipment, facilities, all handouts, and instructors with specific expertise.

3. **Non-overlap with other funding sources:** The above instructional hours are conducted as FTES funded courses through the Criminal Justice Academies Department at Santa Ana College.

4. **Enrollment of Students:** The District will supply current student enrollment forms to the Agency who will return properly completed enrollment forms to the District prior to beginning instruction.

5. **Instructional Activities:** The Administrators of Rancho Santiago Community College District and Agency (and/or their designees) will meet at mutually agreed intervals to plan, schedule and budget for instructional activities, the joint consent of the District and the Agency shall precede any instructional activity.

6. **List of Courses** - The following is a partial list of applicable courses for contract instruction:

Basic POST Academy and/or courses approved by the Assistant Dean, Criminal Justice Academies and specific to Criminal Justice and all other approved Criminal Justice related courses offered at Santa Ana College.

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

To: Board of Trustees	Date: May 06, 2013
Re: Approval of New OTA Agreement – NextStep Fitness, Inc.	
Action: Request for Approval	

BACKGROUND

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

Fiscal Impact: None	Board Date: May 06, 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 5th of April, 2013 by and between NextStep Fitness, Inc., 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: NextStep Fitness, Inc.

NextStep Fitness, Inc.
4447 Redondo Beach Blvd
Lawndale, CA 90260

Peter J. Hardash
Vice Chancellor

Business Operations & Fiscal Services

Christel Mitrovich

Director

Date: _____

Date: _____

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

To:	Board of Trustees	Date: May 06, 2013
Re:	Approval of New OTA Agreement – Clovis Unified School District	
Action:	Request for Approval	

BACKGROUND

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

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: May 06, 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 **9th of April, 2013** by and between **Clovis Unified School District**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

WHEREAS, the District provides programs in Occupational Therapy Assistant Program education, which require clinical experience for students, emolled 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 or 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:

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


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

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Date: _____

Agency: Clovis Unified School District

Clovis Unified School District
1450 Herndon Avenue
Clovis, CA 93611



Larry Corum
Director
Budget & Finance

Date: _____

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

To: Board of Trustees	Date: May 06, 2013
Re: Approval of New OTA Agreement – Compass-Health, Inc.	
Action: Request for Approval	

BACKGROUND

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

Fiscal Impact:	None	Board Date: May 06, 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 11th of April, 2013 by and between **Compass-Health Inc.**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV.

JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

PART V.

STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

A. Occupational Therapy Assistant Program students shall have the status as learners and shall not be considered to be Agency employees nor shall they replace Agency staff. Any service rendered by the student during the experience is to be considered in addition to planned patient care in that area. Clinical experience will be conducted as a laboratory learning experience. The Agency will provide regular staffing for patient care in areas where students are obtaining clinical experience.

B. Occupational Therapy Assistant Program students are subject to the authority, policies, and regulations of the district. They are also subject, during clinical assignment, to applicable agency regulations and must conform to the same standards as are for Agency employees in matters relating to the welfare of patients and general Agency operations.

- C. Occupational Therapy Assistant Program students shall be responsible for proper coverage in regard to malpractice insurance, or any other liability insurance that might be required by either the District or the Agency.
- D. The District will be responsible for assuring that health care students assigned to the Agency for clinical instruction meet both District and Agency standards of health and physical fitness.

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

**District: Rancho Santiago Community
College District**

Agency: Compass-Health Inc.

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

Compass-Health Inc.
200 South 13th Street
Grover Beach, CA 93433

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Jeff Clayton
Rehabilitation Director

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: May 06, 2013
Re: Approval of OTA Agreement Renewal – Santa Barbara Cottage 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 three (3) 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 Santa Barbara Cottage Hospital in Santa Barbara, California.

Fiscal Impact:	None	Board Date: May 06, 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 FOR USE OF CLINICAL FACILITIES

This agreement is made and entered into between:

SANTA BARBARA COTTAGE HOSPITAL
P.O. BOX 689
SANTA BARBARA, CA 93102

(Hereinafter known as "FACILITY") and

Rancho Santiago Community College District on behalf of Santa Ana College
1530 W 17th St
Santa Ana, CA 92706-3398

(Hereinafter known as "COLLEGE").

WITNESSETH

WHEREAS, it is agreed by the parties to be of mutual interest and advantage that students and faculty of the COLLEGE be given the opportunity to utilize FACILITY for Physical and Occupational Therapy Field Work/Internship purposes.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. PERIOD OF AGREEMENT/TERM

This agreement shall be effective as of April 26, 2013, and shall continue through April 26, 2016 at which point it shall terminate; provided, however, that this Agreement may be terminated prior to April 26, 2016 by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. Each party retains the right to terminate the agreement upon 30 days notice without "cause" or the obligation to show a breach of the agreement by the other party.

2. GENERAL OBLIGATIONS OF COLLEGE

The COLLEGE-agrees to the following:

- A. To accept responsibility for the development, organization, and implementation of the curricula under the direction of the Program Directors or Coordinator and the Dean.
- B. To accept responsibility for the selection and guidance of learning experiences to meet the objectives of the curricula.
- C. To furnish copies of class schedules and student rotation in clinical assignments to designated personnel employed by the FACILITY within six weeks of the beginning of the student rotation to allow FACILITY to properly plan.
- D. When applicable, COLLEGE shall be responsible for ensuring students possess and maintain current status of Basic Life Support (BLS) certification.

- E. The COLLEGE and the FACILITY will meet as deemed necessary to discuss the students' program, any existing problems and evaluation of student learning experiences in the FACILITY.
- F. COLLEGE shall ensure that students are informed that: (i) they shall not receive any wages or employee benefits, either from College or FACILITY; (ii) they shall be considered students who are receiving credit required as part of their curriculum; and (iii) they are not automatically entitled to a job at FACILITY upon the conclusion of their clinical training.
- G. COLLEGE shall maintain standards of accreditation as formulated by its professional bodies.
- H. COLLEGE will certify, via Exhibit A, all requirements set forth in this agreement are completed and that records will be maintained thereof. Exhibit A will be required for every student; student and appropriate COLLEGE representative will execute and submit Exhibit A prior to the students' arrival at FACILITY.

3. GENERAL OBLIGATIONS OF FACILITY

The FACILITY agrees to provide the following:

- A. Suitable learning experiences in the care of patients according to stated behavioral objectives. Opportunity will be provided for students to obtain experience in all educationally relevant phases of patient care dependent on their area of study. Although students will be under the supervision of COLLEGE faculty with periodically planned on-site supervision, they will receive the direct supervision of the Facility's staff. Students will pursue singular objectives with eventual pursuit of broad objectives all under instructor supervision. Students will have the privilege of consulting with members of medical and paramedical services of the FACILITY on an individual basis or in conferences as recommended by the faculty.
- B. The Administration of the FACILITY, in cooperation with the individual department heads, supervisors, and medical staff strives to ensure that a safe work environment is maintained at all times for students in the FACILITY. Work environment is composed of the physical location, equipment, materials processed or used, and the kinds of tasks performed in the course of an employee's work. Every effort is made to minimize the probability of exposure to occupational illnesses and injuries.
- C. As available, suitable conference room facilities, office space for instructors as available, storage space for teaching materials as available and lockers for students as available.
- D. Access to the professional library and medical records. (The latter must be arranged in advance, utilizing the usual FACILITY protocol.)
- E. Cooperation and intercommunication between the FACILITY administrative and staff personnel and the COLLEGE staff.
- F. Upon appointment, FACILITY will permit its clinical facilities to be inspected and its personnel to be interviewed by state and national accreditation or review representatives.
- G. Prior to clinical experience, FACILITY shall provide to students orientation and training to FACILITY policies, procedures, rules, regulations and concepts. FACILITY shall maintain records documenting this training.
- H. A liaison person or persons to whom the COLLEGE sends all notices, changes, etc.
 - a. Name of contact individual for FACILITY: Brad Smith, Recruitment Specialist

b. Name of contact individual for COLLEGE: Debbie Hyman, Fieldwork Coordinator, OTA Program

- I. The FACILITY provides support for various student learning experiences. If another institution wishes to use the Facility for learning experiences, and such experiences interferes with those provided by the COLLEGE, all involved major parties would enter into dialogue to resolve the issue.
- J. FACILITY shall, at all times, maintain accountability for the care of patients assigned to students. FACILITY shall at all times ensure that its staff is sufficient in number, quality, and stability to ensure safe and continuous service to patients and of FACILITY.
- K. Participation of students from COLLEGE in this instructional program shall in no way influence FACILITIES staffing decisions, including the displacement any regular paid employee of the FACILITY or cause the reduction of any FACILITY employee's hours.

4. USE OF CAFETERIA

The students and instructors shall be permitted use of the FACILITY cafeteria.

5. MEDICAL AID

FACILITY shall provide emergency first aid care for any student who becomes sick or injured by conditions arising out of or in the course of said student's participation in the clinical experience at the Facility. Facility will direct the student to appropriate health care facility for follow up care. Any costs incurred, will be the sole responsibility of the student.

Any student returning from an absence caused by any illness or injury shall be cleared by a physician as monitored by the COLLEGE.

6. CLINICAL EXPERIENCE

COLLEGE and FACILITY agree that:

- A. The schedule for the students' clinical experience at the FACILITY will be mutually agreed upon between the parties prior to the beginning of each clinical experience.
- B. The number of students participating in the clinical experience at the FACILITY at any given time shall be mutually agreed upon by the parties prior to the beginning of the clinical experience, and may be modified from time-to-time by mutual agreement upon the request of either party.
- C. The selection of patients for student experience by the COLLEGE clinical instructors shall be made in concurrence with the appropriate clinical manager of the FACILITY.
- D. Student will receive Orientation materials via email 3-5 weeks in advance of their placement at FACILITY. This will provide the student with information regarding the FACILITY'S History, Vision, Core Values, Policies & Procedures and general information to assist their clinical experience. Completion of Orientation materials is required prior to their first day at FACILITY and will be submitted digitally to the Volunteer Services Department along with the "Compliance Certification" document (see Exhibit A). COLLEGE and FACILITY will work together to ensure student is prepared for clinical experience. Email address will be required for every student, along with their anticipated start and completion dates; please provide this information 3 months in advance of their start date.

7. HEALTH CERTIFICATION AND CLEARANCE OF STUDENTS

The COLLEGE shall require the examination for physical fitness and 10-panel drug screening (positive testing for marijuana shall disqualify the student regardless of whether it is recommended by a physician) and shall maintain records that the students provide proof of current immunization (or immunity, when applicable) to rubella, rubeola, mumps, varicella, pertussis, Hepatitis B (or declination) and a current PPD or tuberculosis evaluation. Also, a completed criminal background check for each county in which the student has resided in the previous ten (10) years. Any criminal convictions revealed by such background check shall be disclosed in writing by COLLEGE to FACILITY and FACILITY shall have the right, in its sole discretion, to exclude any student on the basis of any criminal conviction. Social Security verification is required for each student. Specific requirements for the physical examination, drug screen, including immunizations and background check are required to be completed within 30 days of the students first day at FACILITY. COLLEGE and student will certify the preceding is met via Exhibit A; this document will be submitted to the Volunteer Services Department prior to the students' arrival at FACILITY. The COLLEGE shall comply with program health and OSHA requirements and maintain records thereof.

8. UNIFORMS

Each student and instructor shall adhere to the FACILITY'S dress code.

9. SUPERVISION OF STUDENTS

Each student shall be subject to the rules, regulations, policies and procedures of the FACILITY and the COLLEGE which are on file in the respective institutions and available to students. Students not following FACILITY policies may be removed from the FACILITY immediately.

10. DISCONTINUANCE OF STUDENT ASSIGNMENTS

The COLLEGE may, for cause and upon notice, discontinue the assignment of any students at any time during the period of this agreement. The FACILITY reserves the right to terminate the clinical experience of any student at any time for any reasons that is not illegal.

11. STATUS OF STUDENTS AND INSTRUCTORS

Students shall function under the direction and supervision of instructors of the COLLEGE who shall be licensees for the limited purposes expressed in this agreement. Such students and instructors shall not be deemed employees of the FACILITY for any purpose including but not limited to compensation for services, employee welfare and pension benefits or workers compensation insurance during the hours in which they are assigned to the Student Program.

Instructors are hired by the COLLEGE and meet the COLLEGE teaching requirements and the requirements of the appropriate licensing agency. The COLLEGE shall maintain records thereof.

12. RELATIONSHIP

It is agreed and understood that the parties to this Agreement are independent contractors and that neither is the employee or employer of the other and the students and employees of one are not the employees of the other.

13. NON-DISCRIMINATION POLICY

The FACILITY and the COLLEGE, in compliance with California State Regulations, Titles VI and VII of the U.S. Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of race, creed, color, gender, handicap, national origin, age, ancestry, sexual orientation, marital status, religious affiliation or non-affiliation, disability, medical condition (including but not limited to AIDS, HIV positive diagnosis or cancer) political affiliation or union membership.

14. RESPONSIBILITY FOR OWN ACTS

Each party shall be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by either party, their employees or representatives, in the performance or omission of any act or responsibility of either party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. However, both parties shall have the right to take any and all actions they believe necessary to protect their interest. Notwithstanding the forgoing, however, COLLEGE will defend, indemnify and hold harmless FACILITY from any claims (1) arising out of the negligence or willful misconduct of COLLEGE, or (2) by students claiming that they were employed by FACILITY or claiming entitlement to any benefits that FACILITY provides to its employees. FACILITY will defend, indemnify and hold harmless COLLEGE from any claims arising out of the negligence or willful misconduct of FACILITY.

15. INSURANCE

The COLLEGE agrees to maintain in full force and effect coverage of not less than one million dollars (\$1,000,000) for bodily injury, contractual liability and general liability insurance, including errors and omissions coverage of not less than three million (\$3,000,000) which protects and insures against any and all liability attributable to the COLLEGE, its employees, students, agents, officers, Board Members, and others arising from the activities required or contemplated under this agreement. Proof of the COLLEGE'S insurance coverage shall be provided to FACILITY. The COLLEGE or its insurer shall provide written notice to the FACILITY at least twenty (20) days prior to any cancellation, termination or change in the insurance coverage referenced in this agreement. In the event that the COLLEGE fails to maintain such insurance coverage in full force and effect during the term of this Agreement FACILITY can either terminate this agreement concurrently with such failure by COLLEGE or secure the required insurance at the sole cost of the COLLEGE.

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 per occurrence and three million dollars in the aggregate with coverage for incidental contracts. The FACILITY or its insurer shall provide written notice to the COLLEGE at least twenty (20) days prior to any cancellation, termination or change in the insurance coverage referenced in this agreement. FACILITY shall deliver proof of insurance to the COLLEGE before the date of execution of this agreement.

FACILITY shall carry professional liability insurance for itself and each of its employees, partners, and/or representatives providing professional services at FACILITY, except for District's students and College faculty in the amount of at least one million dollars per occurrence and three million dollars in the aggregate. FACILITY shall provide COLLEGE with twenty days written notice prior to any cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy. FACILITY shall carry workers compensation coverage with the statutory requirements of California law for each of its employees.

16. CONFIDENTIALITY OF HOSPITAL RECORDS AND INFORMATION

A. At all times during and after the term of this Agreement and any extension or renewals thereof, all business and patient records, including but not limited to medical records, all books of account, general administrative records and all information generated under or contained in the FACILITY'S management information systems and all list of patients and contracts of any kind or nature shall be and remain the sole property of FACILITY and shall be confidential to the fullest extent permitted by law and COLLEGE shall take all necessary precautions to prevent unauthorized disclosure of such information. Disclosure or dissemination of any such records and/or information shall only be made when expressly permitted by law, including without limitation the California Confidentiality of Medical information Act, the Lanterman-

Petris-Short Act, the Privacy, Security and Transaction Standards of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations there under, the provisions of the California Health and Safety code relating to HIV, and federal Confidentiality of Alcohol and Drug Abuse Patient COLLEGE disclose any such records or information to any other person. COLLEGE shall be responsible for maintaining confidentiality of such records and/or information and shall comply with all legal requirements relation to the confidentiality of such information. This clause shall survive the termination of this Agreement.

B. FACILITY retains to itself alone, without exception, professional and administrative responsibility for all patients' records and information, whether electronic, hard copy or other media to which COLLEGE has access during the course of their business. This clause shall survive the termination of this Agreement.

17. JURISDICTION

This Agreement is made and entered into in the County of Santa Barbara, State of California and shall in all respects be interpreted, enforced and governed by and under the laws of the State of California. Further, any action arising out of this Agreement shall be instituted and prosecuted only in a Court of proper jurisdiction in the County of Santa Barbara, State of California.

18. ASSIGNMENT

Neither party shall assign its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party. Any such attempted assignment shall be null and void. The parties agree that students are not "third party beneficiaries" of this agreement and may not bring any legal action to enforce its terms.

19. MODIFICATION

This Agreement may be modified or amended without additional consideration at any time in a written agreement signed by both parties, which specifically references this Agreement and states an intent to modify it.

20. NOTICES

Any and all notices required or permitted by this Agreement shall be deemed to have been duly given if written and mailed by United States registered and certified mail and addressed as follows:

For FACILITY:

Brad Smith, Recruitment
Santa Barbara Cottage Hospital
P.O. Box 689
Santa Barbara, CA 93102-0689

For COLLEGE:

Santa Ana College OTA Program
Attn: Debbie Hyman
1530 W 17th St
Santa Ana, CA 92706-3398

21. AUDIT STUDENT RECORDS

COLLEGE agrees to allow FACILITY's Human Resources department access to any records required for each student, as stipulated in this agreement, for verification and compliance purposes. If the documentation required by this Agreement to be maintained by FACILITY is not present when the audit is conducted, FACILITY reserves the right, at its sole discretion, to immediately remove the student from FACILITY and will send notice to COLLEGE providing ten (10) days in which the

deficiency must be corrected in order to allow student to continue to participate in the Program. COLLEGE and FACILITY may also agree to alternative remedial steps in the event of missing or deficient documentation, depending on the particular circumstances.

22. ATTORNEYS' FEES

COLLEGE and FACILITY agree that the prevailing party in any litigation arising out of or related to this Agreement shall be entitled, in addition to any other recovery, an award of reasonable attorneys' fees and costs incurred in connection with such litigation.

23. ENTIRE AGREEMENT

COLLEGE and FACILITY agree that this Agreement constitutes the full and complete understanding in agreement between them, super-ceding all prior understandings, representations and agreements, and that neither party is relying on any matter not set forth herein.

In witness whereof, the parties hereto have executed this agreement in duplicate by their duly authorized representatives.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT on behalf of:

EBH
SANTA ANA COLLEGE

By: _____
Signature

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

Date

SANTA BARBARA COTTAGE HOSPITAL

By: *Patrice Ryan*
Signature

Title: Patrice Ryan
Vice President, Human Resources

4/4/13
Date

By: *Joan Bricher*
Signature

Title: Joan Bricher
Senior Vice President and
Chief Financial Officer

4/9/2013
Date



Mailing Address: Volunteer Services
 PO Box 689
 Santa Barbara, CA
 93102-0689
Email: vis@sbch.org
Phone: 805-569-7357

EXHIBIT A

COMPLIANCE CERTIFICATION

I _____ certify the following have been completed in the required timeframe as set forth in the agreement between COLLEGE (**SANTA ANA COLLEGE**) and respective CHS' FACILITY:

Date Completed

1. Criminal background Check (w/ in 30 days of start) and written disclosure to FACILITY of any convictions: _____
2. Drug Screen, 10 Panel (w/ in 30 days of start), with negative results in all categories: _____
3. Immunization Records on file: _____
4. Online Orientation: _____

Name of COLLEGE:
SANTA ANA COLLEGE

Student:

COLLEGE Representative:

 Signature

 Signature

 Print Name

 Print Name

 Date

 Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: May 06, 2013
Re:	Approval of OTA Agreement Renewal – Interface Environments, dba Winways	
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 Interface Environments, dba Winways in Orange, California.

Fiscal Impact:	None	Board Date: May 06, 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 **14th of March, 2013** by and between **Interface Environments, dba Winways**, 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:

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

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

Agency: Interface Environments, dba Winways

Interface Environments, dba Winways
7732 E. Santiago Canyon Road
Orange, CA 92869

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Lawrence H. Goodman
President

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To:	Board of Trustees	Date: May 06, 2013
Re:	Approval of OTA Agreement Renewal – California Hand Therapy	
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 California Hand Therapy in Newport Beach, California.

Fiscal Impact:	None	Board Date: May 06, 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 13th of March, 2013 by and between **California Hand Therapy**, hereinafter called the Agency, and **Rancho Santiago Community College District on behalf of Santa Ana College**, hereinafter called the District.

PART I. BASIS AND PURPOSE OF AGREEMENT

WITNESSETH:

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

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

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

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

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

PART II. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE COLLEGE

A. For the Program in General

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

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

B. For Program Planning

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

C. For Occupational Therapy Assistant Program Students

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

PART III. GENERAL RESPONSIBILITIES AND PRIVILEGES OF THE AGENCY

A. For the Program in General

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

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

B. For Services and Facilities

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

C. For the Control of District Personnel

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

PART IV.

JOINT RESPONSIBILITIES AND PRIVILEGES

A. For publications

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

B. Insurance:

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

C. Indemnification

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

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

PART V.

STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

**District: Rancho Santiago Community
College District**


8815
**Rancho Santiago Community College
District**
2323 N. Broadway
Santa Ana, CA 92706

Agency: California Hand Therapy

California Hand Therapy

200 Newport Center Drive, #213
Newport Beach, CA 92660

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services



Ed Detels
President

Date: _____

Date: _____

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

To:	Board of Trustees	Date: May 06, 2013
Re:	Approval of OTA Agreement Renewal – Burger Rehabilitation Systems, Inc.	
Action:	Request for Approval	

BACKGROUND

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

Fiscal Impact:	None	Board Date: May 06, 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

TIDS AGREEMENT is made and entered into the 3/5/2013 by and between Burger Rehabilitation Systems, Inc. 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. Forpublications

- I. 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.

PARTY. STATUS OF OCCUPATIONAL THERAPY ASSISTANT STUDENTS

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

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

PART VI. PERIOD OF AGREEMENT, TERMINATION

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

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

**District: Rancho Santiago Community
College District**

Agency: Burger Rehabilitation Systems, Inc

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

Burger Rehabilitation Systems, Inc
1301 East Bidwell Street, Suite 201
Folsom, CA 95630

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Lauren Scott
Recruitment Coordinator

Date: _____

Date: _____



1301 E. Bidwell St.
Folsom, CA 95830

MEMORANDUM

TO: Contracted Educational Institutions/Programs **DATE:** 1/30/12

FROM: Elizabeth Johnson
HR Director
1-800-597-5627

SUBJECT: Updated requirements for Students

Because students have access to patient information and may communicate with patients, we have added additional requirements for students who are in Burger facilities. Please review and sign below as an addendum to any/all current and future contracts with Burger Rehabilitation to ensure the students you place with Burger have been trained and/or meet all of the following requirements. All requirements including the student packet, must be completed PRIOR to entering or placement in any Burger facility. If you need any further information or have any concerns, please feel free to contact me.

Rancho Santiago Community College District, on behalf of Santa Ana College, agrees to ensure that all students placed with Burger Rehabilitation are in compliance with the following:

- 1) Attestation and certification by the school that the student has had an independent background check verifying no criminal conviction(s) in the past 7 years.
- 2) If in the Pediatrics Clinic, must have recent fingerprinting with DOJ and FBI checks with no records found.
- 3) Student is in good standing relative to attendance, passing grades, etc., conducts him/herself in a professional manner and overall displays ethical conduct toward patients.
- 4) Trained in the HIPAA regulations and have agreed to comply with them and
- 5) Are free of contagious disease including Tuberculosis and
- 6) Are immune to rubella and rubeola and
- 7) Are able to perform the essential functions of the position safely and
- 8) Valid Driver's license (if traveling between facilities during day) and
- 9) Current auto insurance (if traveling between facilities during day).
- 10) Proof of personal health insurance or covered by school for Worker's Compensation.

Authorized Representative Name (Print) _____

Signature _____

Title: _____ Date _____

HIPAA: HIPPA Training memo Schools 1.30.12

EXHIBIT B

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (“Addendum”) supplements and constitutes a contract or is made a part of the contract (“Contract”) by and between **Burger Rehabilitation Systems, Inc., Burger Associates, Inc., CVPT known as Covered Entity (“CE”) and Rancho Santiago Community College District on behalf of Santa Ana College, known as Business Associate (“BA”)**. This addendum is effective as of the 5th of March, 2013.

- A. CE wishes to disclose certain information to BA pursuant to the terms of the Contract, some of which may constitute Protected Health Information (“PHI” or other protected information (“PI”)).
- B. CE and BA intend to protect the privacy and provide for the security of PHI/PI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“HITECH”) as applicable, and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA regulations”) and other applicable laws including Red Flags Rules as applicable and all State of California privacy laws.
- C. As part of the HIPAA regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with the BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations (“C.F.R.”) and contained in this addendum.

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. **Definitions**

- a. **Breach** shall have the meaning given to such term under HITECH Act (42 U.S.C. Section 17921).
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including, but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. ***Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.*
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. **Electronic Protected**

Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

- f. **Electronic Protected Health Information** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- h. **Privacy Rule** shall mean the HIPAA regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- i. **Protected Health Information or PHI/PI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information and Protected Information includes Electronic Protected Health Information (45 C.F.R. Sections 160.103, 164.501) or other PI as defined in any law.
- j. **Protected Information** shall mean PHI and PI provided by CE to BA or created or received by BA on CE's behalf.
- k. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- l. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932 (h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use PHI or PI except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. Further, BA shall not use PHI or PI in any manner that would constitute a violation of any privacy law or the HITECH Act if so used by the CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE (45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)).
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under the Contract and Addendum. BA shall not disclose Protected Information in any manner that would constitute a violation of any privacy law or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as

- provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach (42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)).
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and had paid out of pocket for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935 (a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. Section 17935 (d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.
- d. **Appropriate Safeguards.** BA shall implement appropriate safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by this Contract and/or Addendum including administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of CE's Protected Information (including CE's electronic protected information), in accordance with 45 C.F.R. Section 164.308(b). BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule including, but not limited to, 45 C.F.R. Section 164.316. (42 U.S.C. Section 17931). BA shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the BA's operations and the nature and scope of its activities.
- e. **Reporting of Improper Use or Disclosure.** BA shall report to CE *in writing* of any access, use or disclosure of Protected Information not permitted by the Contract and Addendum and any breach of Unsecured PHI of which it becomes aware of without unreasonable delay and in no case later than 10 calendar days after discovery (42 U.S.C. Section 1792); 45 C.F.R. Section 164.504(e)(2)(ii)©; 45 C.F.R. Section 164.308(b)).
- f. **Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree *in writing* to the same restrictions and conditions that apply to BA with respect to such PHI or PI and implement the safeguards required by paragraph d above with respect to electronic PHI (45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)) or PI. . BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1).)
- g. **Access to Protected Information.** If applicable (BA creates, maintains, receives or transmits electronic PHI on behalf of CE), BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying *within ten (10) days of a request by CE* to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 (45 C.F.R. Section 164.504(e)(2)(ii)(E)). If BA maintains an Electronic Health, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

- h. Amendment of PHI.** If applicable (BA creates, maintains, receives or transmits electronic PHI on behalf of CE), within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE (45 C.F.R. Section 164.504(e)(2)(ii)(F)).
- i. Accounting Rights.** As soon as possible, but at least within ten (10) days of notice by CE of a request for an accounting of disclosure(s) of Protected Information or promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosure to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall, within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum (45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528). The provisions of this subparagraph h shall survive the termination of this Agreement.
- j. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to *CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary")* for purposes of determining BA's compliance with the Privacy Rule (45 C.F.R. Section 164.504(e)(2)(ii)(H)). BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.
- k. Minimum Necessary.** BA (and its agents or subcontractors) shall request, use and disclose only the minimum amount of PI necessary to accomplish the purpose of the request, use or disclosure (42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)). BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of the guidance issued by the Secretary with respect to what constitutes "minimum necessary."

- l. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. Business Associate's Insurance.** If not defined in the contract, BA will carry adequate insurance or assets to mitigate and ensure cost responsibility associated with disclosure violations/breaches of PI in BA's possession. BA agrees to provide a certificate of insurance and name CE as additional insured.
- n. Notification of Breach.** BA shall notify CE *within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI or PI, of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.*
- o. Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Contract or Addendum or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If steps are unsuccessful, the BA must terminate the Contract or other arrangement as feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligation under the Contract or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problems as one of the reasonable steps to cure the breach or end the violation.
- p. Audits, Inspections and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE or a waiver of CE's enforcement rights under the Contract or Addendum. BA shall notify CE within ten (10) days of learning that BA has become the subject an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination

- a. Material Breach.** A breach by BA of any provision of this Addendum as determined by CE, shall constitute a material breach of the Contract and shall provide

grounds for *immediate* termination of the Contract, any provision in the Contract to the contrary notwithstanding. (45 C.F.R. Section 164.504(e)(2)(iii)).

- b. **Judicial or Administrative Proceedings.** CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or Privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. **Effect of Termination.** Upon termination of the Contract for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents of subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Addendum to such information, and limit further use of such PHI or PI to those purposes that make the return or destruction of such PHI infeasible (45 C.F.R. Section 164.504(e)(ii)(2)(I)). If CE elects destruction of the PHI or PI, BA shall certify in writing to CE that such PHI or PI has been destroyed.

4. **Disclaimer**

CE makes no warranty or representation that compliance by BA with this Addendum, HIPAA, the HITECH Act, or the HIPAA Regulations or any other privacy law/regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI/PI.

5. **Certification**

To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA, the HITECH Act, the HIPAA regulations or any other privacy law/regulation relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expenses, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA regulations and/or other privacy laws/regulations or this Addendum.

6. **Amendment**

- a. **Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Contract or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI and/or PI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment of this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, the Privacy Rule or other applicable laws. CE may terminate the Contract upon thirty (30)

days written notice in the event (i) BA does not promptly enter into negotiations to amend the Contract or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Contract or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

- b. **Amendment of Attachment A.** Attachment A (if applicable) may be modified or amended by mutual agreement of the parties at any time without amendment of the Contract or Addendum.

7. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Contract or Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the HIPAA regulations, the Privacy Rule or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

8. No Third-Party Beneficiaries

Nothing expressed or implied in the Contract or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Effect on Contract

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Contract shall remain in force and effect.

10. Interpretation

The provisions of this Addendum shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and/or any other Privacy law/regulation. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and/or any other Privacy law/regulation.

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

COVERED ENTITY

BUSINESS ASSOCIATE

By: _____

By: _____

Name: _____

Name: Peter J. Hardash

Title: _____

Title: Vice Chancellor

Business Operations & Fiscal Services

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Human Services and Technology Division

To: Board of Trustees	Date: May 06, 2013
Re: Approval of Amendment #1 to OTA Agreement – St. Mary 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 2012 to extend the agreement for one (1) year.

ANALYSIS

This amendment shall remain in effect for one 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 St. Mary Medical Center in Long Beach, California.

Fiscal Impact:	None	Board Date: May 06, 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	

FIRST AMENDMENT TO EDUCATION AFFILIATION AGREEMENT

THIS FIRST AMENDMENT TO EDUCATION AFFILIATION AGREEMENT ("First Amendment") is made and entered into by and between Dignity Health, a California nonprofit public benefit corporation ("Dignity Health") doing business as St. Mary Medical Center ("Hospital") and Rancho Santiago Community College District ("District") on behalf of Santa Ana College and Santiago Canyon College ("Entity"), amending that certain Education Affiliation Agreement entered into by the parties and dated effective April 1, 2012 (the "Agreement").

RECITALS

WHEREAS, Hospital and Entity desire to amend the Agreement to provide for certain changes in their obligations thereunder and to enter into this First Amendment in order to document those mutually agreed upon changes.

FIRST AMENDMENT

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

1. The parties hereby amend the first sentence of Section 8 of the Agreement to read as follows:

Term. Notwithstanding the initial commencement and expiration dates of this Agreement, the term of this Agreement shall be renewed effective April 1, 2013 ("Renewal Effective Date") for one (1) year, commencing on the Renewal Effective Date, unless sooner terminated as otherwise provided for hereunder, and may be renewed by mutual written agreement of the parties."

2. All other terms and conditions of the Agreement shall remain unchanged, and except as expressly modified by this First Amendment, the Agreement shall remain in full force and effect.

3. This First Amendment may be executed by the parties in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE TO FIRST AMENDMENT TO EDUCATION AFFILIATION
AGREEMENT

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed
at Long Beach, California to be effective as of the Renewal Effective Date.

Hospital:

Dignity Health, a California nonprofit
public benefit corporation doing business as
St. Mary Medical Center

By: _____

Its: _____

Date: _____, 2013

Entity

 Rancho Santiago Community College District
("District") on behalf of Santa Ana College and
Santiago Canyon College

By: _____

Peter J. Hardash
Vice Chancellor
Business Operations & Fiscal Services

Date: _____, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santa Ana College – Disabled Student Programs & Services

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of Amendment to the Agreement between the Santa Ana College WorkAbility III Program (2013-14) and the California Department of Rehabilitation	
Action:	Request for Approval	

BACKGROUND

This Amendment is submitted as part of the continuation of a successful 28-year partnership effort between Santa Ana College and the California Department of Rehabilitation, a statewide cooperative program between the Department of Rehabilitation and the California Community Colleges which assists disabled persons/SAC students in finding employment. WorkAbility III provides job placement assistance and job search training skills, including resume writing and interview techniques. The purpose of this Agreement is to amend the 2012-2015 contract to eliminate the 2014-2015 program year and to update key functional protocols between the participating agencies.

ANALYSIS

This Agreement covers the scope of the Department of Rehabilitation (DOR) Orange San/Gabriel District for DOR clients, enabling them to attend Santa Ana College and receive job placement assistance and support provided by the WorkAbility III Program. This agreement has been reviewed and accepted by college staff.

RECOMMENDATION

It is recommended that the board of trustees approve the Amendment to the Agreement between RSCCD on behalf of Santa Ana College and the California Department of Rehabilitation.

Fiscal Impact:	\$379,125 (in revenue per program year)	Board Date: May 6, 2013
Prepared by:	Micki Bryant, Ph.D., Dean of Counseling Sara Lundquist, Ph.D., Vice President of Student Services	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

EXHIBIT A

COOPERATIVE CONTRACT Rancho Santiago Community College District/Santa Ana College WorkAbility III Program

SCOPE OF WORK

I. Introduction

Department of Rehabilitation and Santa Ana College (SAC) will combine staff and resources to provide vocational rehabilitation services to students/DOR clients who are also enrolled as SAC students. The purpose of the WorkAbility III (WA III) Program at SAC is to provide Employment Services, consisting of Employment Preparation, Job Development/Placement, and Follow-up services, to WA III students/DOR clients who are significantly and most significantly disabled, able to work independently up to their level of ability (with accommodations and assistive technology if needed) and job ready (participation/job readiness guidelines have been mutually agreed upon between DOR and WA III). Employment services will include limited English speaking clients (not to include monolingual). The service site is located on the SAC campus. All services provided through this agreement will only be for WA III students/DOR clients. The services and intended outcomes are to provide competitive employment in the community.

DSPS will assist in referring potential applicants to DOR liaisons.

The DOR counselor will refer DOR consumers who ~~meet the participation/job readiness guidelines (mutually agreed upon between DOR and WAIII)~~ **are job ready (Agree to regularly attend and participate in the full DSPS N83 JSSC – Job Search Skills Class – and follow up services. The ability to function in a classroom environment. Able to complete job search independently up to their abilities/capabilities – including any necessary accommodations and /or assistive technology devices).** The DOR will refer by sending WA III:

- 1) A complete referral form documenting the disability, functional limitations, strengths/abilities, and other related information per the referral form.
- 2) Both medical and non-medical consent to release information forms.
- 3) The Individualized Plan for Employment (IPE).
- 4) An authorization for health and registration fees.
- 5) **Medical reports to determine functioning, accommodations and capabilities.**

Once the referral information has been reviewed by the WA III staff, the staff will contact the DOR client to schedule an intake in a timely manner. If there are any questions or concerns before the intake, the WAIII staff will contact the DOR counselor to discuss them. After this discussion, the WA III will make the final decision regarding DOR client's participation in the program. If not accepted, the counselor will be notified in writing ~~the reason per the participation/job readiness guidelines~~ regarding the reason.

Per Santa Ana College DSPS policies, additional medical reports/ information may be required. If this is the case, WA III will first notify the DOR counselor of this need for more information before requesting it directly from the client. Upon collaboration and agreement from DOR and the client, WA III will ask the client for additional information and provide a copy to DOR, i.e. medical reports. All additional information should be used to assess accommodations, vocational functioning, functional limitations, and service needs. The request for reports/information should not result in a delay of services. If WA III determines the client is not job ready after obtaining additional information, WA III will contact the DOR counselor in writing with the reasons.

Once the intake interview is completed and the referral was accepted, the DOR client will be enrolled as a WA III student in the Job Search Skills Class (JSSC) in a timely matter. After the intake or during the provision of services, if there are questions or concerns the WAIII staff will contact the DOR counselor to discuss them. After this discussion, the WA III will make the final decision regarding DOR client's continued participation in the program. If not accepted after

intake or dropped while in the program, the WAIII will notify the DOR counselor in writing regarding the reason. ~~per the participation/job readiness guidelines.~~

WA III agrees to review as well as implement additional job support to be increasingly inclusive of DOR clients who have limited English proficiency, such as implementing a follow-up employment prep workshop for those with limited English proficiency to reinforce the Job Search Skills Class (JSSC) and be facilitated by WAIII bilingual staff. This workshop will only be applicable if five DOR clients with limited English proficiency are referred. If less than five are referred, the WAIII student/DOR client will attend the regular JSSC class with the support of WAIII bilingual staff. After the JSSC class, they will receive continued job club services from WAIII bilingual staff.

Fiscal Year 2012-2013

It is expected that 67 unduplicated WA III students/DOR clients will be served under the terms of this agreement. As a result, of the services provided through this contract it is expected that DOR will:

- Open 25 new applicants
- Develop 23 new Individual Plans for Employment (IPE)
- 34 Placements leading to being closed rehabilitated

Fiscal Year 2013-2014

It is expected that 68 unduplicated WA III students/DOR clients will be served under the terms of this agreement. As a result, of the services provided through this contract it is expected that DOR will:

- Open 25 new applicants
- Develop 23 new Individual Plans for Employment (IPE)
- 36 Placements leading to being closed rehabilitated

Fiscal Year 2014-2015

~~It is expected that 68 unduplicated WA III students/DOR clients will be served under the terms of this agreement. As a result, of the services provided through this contract it is expected that DOR will:~~

- ~~• Open 25 new applicants~~
- ~~• Develop 23 new Individual Plans for Employment (IPE)~~
- ~~• 36 Placements leading to being closed rehabilitated~~

II. Services To Be Provided

Employment Services

1. Description of Service:

Employment Preparation

All WA III students/DOR clients will participate in the Job Search Skills Class (JSSC). The course will be taught by the WA III ~~Coordinator~~ **Instructor** and the ~~Career Specialist~~ **(instructor)** on the SAC campus. The JSSC is a series of seminars across five consecutive days that are limited to WA III students/DOR clients. The WA III student/DOR client will receive .5 unit of college credit for participating in the JSSC. The class will include but is not limited to mock video taped job interview practice, proper completion of employment applications, resume development, cover letters, thank you letters, motivational exercises, and addresses various job search techniques. The focus of this particular service is to give WA III students/DOR clients an understanding of the process to obtain employment.

A new JSSC is offered on an ongoing basis as needed. While enrolled at SAC, the WA III student/DOR client has the opportunity to use the resources at SAC in order to contact employers for independent job development activities. WA III will provide office space, use of telephones, computer, laser printer, copier, fax machine, typewriter, guides, directories, resume paper, envelopes, and postage stamps to WA III students/DOR clients (within the Job Club) at SAC.

Job Development and Placement and Follow Up

The Workability III Career Technicians and the ~~Career Specialist~~ **(faculty)** will contact employers to develop specific job placements for WA III students/DOR clients. The Workability III Career Technicians and ~~Career Specialist~~ **(faculty)** will provide job search advisement services to WA III students/DOR clients.

The primary focus of the WA III Program at SAC continues to be job placement. Attendance in the job club is crucial to the success of the program. WA III staff requires that the WA III student/DOR client attend job club regularly to obtain job leads and conduct his/her job search. The WA III student/DOR client is expected to perform the activities of job search independently, up to their level of ability (with accommodations and assistive technology if needed), i.e., calling employers, arriving at specified companies, completing job applications, and participating in job interviews. Individualized assistance is provided for job ready WA III students/DOR clients as needed.

The WA III Career Technicians ~~will and Career Specialist (faculty)~~ obtain job leads in a variety of ways. They employ the more traditional methods of cold calling, mailings to prospective employers, and reviewing of classified ads. In addition to this, WA III staff obtains leads through Internet employment sites, and enjoys a good relationship with the on campus Career/Job Resource Center which is a great employment resource for WAIII students/DOR clients.

The Workability III Career Technicians ~~and Career Specialist (faculty)~~ provide daily guided Job Club. The Job Club is equipped with a variety of resources for the WA III student/DOR client including the following: current job openings, from Chamber of Commerce and other employer directories and telephone banks. Daily motivation/self-esteem exercises; such as, awareness of individual strengths and skills, discussion of motivational quotes, situational problem solving and goal setting take place. Daily assistance and guidance is provided by the Career Technicians ~~and Career Specialist (faculty)~~.

The Workability III **Student Services** Coordinator ~~and Career Specialist (faculty)~~ will meet regularly with Workability III Career Technicians in order to assess the WA III students'/DOR clients' progress and establish strategies for job development.

Employment services will be provided to WA III students/DOR clients for up to one year after intake. Monthly progress reports

will be submitted to DOR, which documents the services provided and collaboration with DOR staff. If any problems arise, the WA III staff will notify the DOR counselor immediately. This will be required until the WAIII student/client is successfully rehabilitated or no longer receiving WAIII services. If the WA III student/DOR client is no longer receiving services, the WAIII student/DOR client will be removed from the client list.

Job Retention

Upon being placed into competitive, unsubsidized employment, follow-up services will be provided for a minimum of 90 days with a minimum of two contacts/month. Monthly progress reports will be submitted to DOR, which documents the services provided and collaboration with DOR staff. If any problems arise, the WA III staff will notify the DOR counselor immediately. If the WAIII student/DOR client is no longer receiving services the WAIII student/DOR client will be removed from the client list.

2. Service Outcomes/Number to be Served:

During each fiscal year 2012-2013:

- 67 clients will receive Employment Services.
- 25 WA III students/DOR clients will receive employment preparation/JSSC services.
- **25 students/DOR clients will receive job development and placement services.**
- 44 job placements into competitive employment will be made by the WA III Program of which 34 will result in competitive employment leading to being closed rehabilitated.
- **44 students/DOR clients will receive retention services.**

During each fiscal year 2013-2014:

- 68 clients will receive Employment Services.
- 28 WA III students/DOR clients will receive employment preparation/JSSC services.

- **25 students/DOR clients will receive job development and placement services.**
- 45 job placements into competitive employment will be made by the WA III Program of which 36 will result in competitive employment leading to being closed rehabilitated.
- **44 students/DOR clients will receive retention services.**

During each fiscal year 2014-2015:

- ~~68 clients will receive Employment Services,~~
- ~~30 WA III students/DOR clients will receive employment preparation/JSSC services~~
- ~~45 job placements into competitive employment will be made by the WA III Program of which 36 will result in competitive employment leading to being closed rehabilitated.~~

III. Contract Administrator/Program Coordinator

Department of Rehabilitation

Stephen Icamen
DOR Contract Administrator
Orange/San Gabriel District
Office
222 S. Harbor Blvd., #300
Anaheim, CA 92805
Phone: (714) 518-2494
Fax: (714) 991-0844
Email: sicamen@dor.ca.gov

Santa Ana College, WA III

Jacquelyn Gerali
Agency Contract Administrator
1530 E. 17th St.
Santa Ana, CA 92706
Phone: (714) 564-6255
Fax: (714) 542-6985
Email: gerali_jacquelyn@sac.edu

IV. Linkages to Other Community Agencies

The WA III Program utilizes linkages with other programs such as the Employment Development Department (EDD), College Career/Job Resource Center, College Disabled Students Programs and Services (DSPS), and local One-Stop Centers.

V. In-Service Training

In-service cross-training in the other agency's mission, goals, services, policy, procedures, and professional approach, as well as other issues will occur at least twice a year. The WA III Program staff will visit the local DOR offices for staffing and workshops, and DOR staff will visit the WA III Program and participate in on-campus programs.

Existing Agreement

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 215 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 15 Pages

AGREEMENT NUMBER 28524	AMENDMENT NUMBER 1
REGISTRATION NUMBER eP 1226628	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of Rehabilitation
CONTRACTOR'S NAME
Rancho Santiago Community College District – Santa Ana College
- The term of this Agreement is July 1, 2012 through June 30, 2015
- The maximum amount of this Agreement after this amendment is: \$1,137,375.00 Certified Expenditure: \$587,931.00
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
CFDA # Basic Support 84.126A State Vocational Rehabilitation Services Program

The following documents are hereby revised as attached hereto for FY 2012/13, 2013/14 and 2014/15.

- Exhibit A
- Program Budget and Match Summary
- DOR Program Budget
- Service Budget
- Budget Narrative
- Certified Expenditure Budget

The maximum amount of the agreement is amended to read \$1,137,375.00 (changed from \$1,293,621). The Certified Expenditure is amended to read \$587,931.00 (changed from \$625,759).

All other terms and conditions shall remain the same.

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


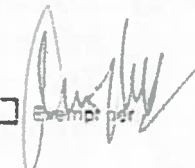

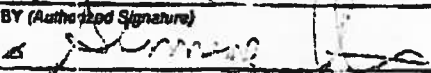
CONTRACTOR		CALIFORNIA Department of General Services Use Only
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small> <u>Rancho Santiago Community College District – Santa Ana College</u>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> <u>9/17/12</u>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> APPROVED <div style="border: 1px solid black; padding: 5px; display: inline-block;"> OCT 2 - 2012 </div> </div> DEPT OF GENERAL SERVICES 
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <u>Peter J. Hardash</u> <u>Vice Chancellor, Business Operations/Fiscal Services</u>		
<small>ADDRESS</small> <u>1530 E. 17th Street, Santa Ana, CA 92706</u> <u>Billing: 2323 N. Broadway, Santa Ana, CA 92706-1640</u>		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small> <u>Department of Rehabilitation</u>		<input type="checkbox"/> Exempt per 
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small> <u>9/27/12</u>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> <u>Simon Dumas, Chief, Contracts & Procurement Section</u>		
<small>ADDRESS</small> <u>721 Capitol Mall, Sacramento, CA 95814</u>		

EXHIBIT A

COOPERATIVE CONTRACT Rancho Santiago Community College District/Santa Ana College WorkAbility III Program

SCOPE OF WORK

I. Introduction

Department of Rehabilitation and Santa Ana College (SAC) will combine staff and resources to provide vocational rehabilitation services to students/DOR clients who are also enrolled as SAC students. The purpose of the WorkAbility III (WA III) Program at SAC is to provide Employment Services, consisting of Employment Preparation, Job Development/Placement, and Follow-up services, to WA III students/DOR clients who are significantly and most significantly disabled, able to work independently up to their level of ability (with accommodations and assistive technology if needed) and job ready (participation/job readiness guidelines have been mutually agreed upon between DOR and WA III). Employment services will include limited English speaking clients (not to include monolingual). The service site is located on the SAC campus. All services provided through this agreement will only be for WA III students/DOR clients. The services and intended outcomes are to provide competitive employment in the community.

The DOR counselor will refer DOR consumers who meet the participation/job readiness guidelines (mutually agreed upon between DOR and WAIII). The DOR will refer by sending WA III:

- 1) A complete referral form documenting the disability, functional limitations, strengths/abilities, and other related information per the referral form.
- 2) Both medical and non-medical consent to release information forms.
- 3) The Individualized Plan for Employment (IPE).
- 4) An authorization for health and registration fees.

Once the referral information has been reviewed by the WA III staff, the staff will contact the DOR client to schedule an intake in a timely manner. If there are any questions or concerns before the intake, the WAIII staff will contact the DOR counselor to discuss them. After this discussion, the WA III will make the final decision regarding DOR client's participation in the program. If not accepted, the counselor will be notified in writing the reason per the participation/job readiness guidelines.

Once the intake interview is completed and the referral was accepted, the DOR client will be enrolled as a WA III student in the Job Search Skills Class (JSSC) in a timely matter. After the intake or during the provision of services, if there are questions or concerns the WAIII staff will contact the DOR counselor to discuss them. After this discussion, the WA III will make the final decision regarding DOR client's continued participation in the program. If not accepted after intake or dropped while in the program, the WAIII will notify the DOR counselor in writing the reason per the participation/job readiness guidelines.

WA III agrees to review as well as implement additional job support to be increasingly inclusive of DOR clients who have limited English proficiency, such as implementing a follow-up employment prep workshop for those with limited English proficiency to reinforce the Job Search Skills Class (JSSC) and be facilitated by WAIII bilingual staff. This workshop will only be applicable if five DOR clients with limited English proficiency are referred. If less than five are referred, the WAIII student/DOR client will attend the regular JSSC class with the support of WAIII bilingual staff. After the JSSC class, they will receive continued job club services from WAIII bilingual staff.

Fiscal Year 2012-2013

It is expected that 67 unduplicated WA III students/DOR clients will be served under the terms of this agreement. As a result, of the services provided through this contract it is expected that DOR will:

- Open 25 new applicants
- Develop 23 new Individual Plans for Employment (IPE)
- 34 Placements leading to being closed rehabilitated

Fiscal Year 2013-2014

It is expected that **68** unduplicated WA III students/DOR clients will be served under the terms of this agreement. As a result, of the services provided through this contract it is expected that DOR will:

- Open 25 new applicants
- Develop 23 new Individual Plans for Employment (IPE)
- **36** Placements leading to being closed rehabilitated

Fiscal Year 2014-2015

It is expected that **68** unduplicated WA III students/DOR clients will be served under the terms of this agreement. As a result, of the services provided through this contract it is expected that DOR will:

- Open 25 new applicants
- Develop 23 new Individual Plans for Employment (IPE)
- **36** Placements leading to being closed rehabilitated

II. Services To Be Provided

Employment Services

1. Description of Service:

Employment Preparation

All WA III students/DOR clients will participate in the Job Search Skills Class (JSSC). The course will be taught by the WA III Coordinator and the Career Specialist (**instructor**) on the SAC campus. The JSSC is a series of seminars across five consecutive days that are limited to WA III students/DOR clients. The WA III student/DOR client will receive .5 unit of college credit for participating in the JSSC. The class will include but is not limited to mock video taped job interview practice, proper completion of employment applications, resume development, cover letters, thank you letters, motivational exercises, and addresses various job search techniques. The focus of this particular service is to give WA III

students/DOR clients an understanding of the process to obtain employment.

A new JSSC is offered on an ongoing basis as needed. While enrolled at SAC, the WA III student/DOR client has the opportunity to use the resources at SAC in order to contact employers for independent job development activities. WA III will provide office space, use of telephones, computer, laser printer, copier, fax machine, typewriter, guides, directories, resume paper, envelopes, and postage stamps to WA III students/DOR clients (within the Job Club) at SAC.

Job Development, Placement and Follow Up

The Workability III Career Technicians and the Career Specialist (**faculty**) will contact employers to develop specific job placements for WA III students/DOR clients. The Workability III Career Technician and Career Specialist (**faculty**) will provide job search advisement services to WA III students/DOR clients.

The primary focus of the WA III Program at SAC continues to be job placement. Attendance in the job club is crucial to the success of the program. WA III staff requires that the WA III student/DOR client attend job club regularly to obtain job leads and conduct his/her job search. The WA III student/DOR client is expected to perform the activities of job search independently, up to their level of ability (with accommodations and assistive technology if needed), i.e., calling employers, arriving at specified companies, completing job applications, and participating in job interviews. Individualized assistance is provided for job ready WA III students/DOR clients as needed.

The WA III Career Technicians and Career Specialist (**faculty**) obtain job leads in a variety of ways. They employ the more traditional methods of cold calling, mailings to prospective employers, and reviewing of classified ads. In addition to this, WA III staff obtains leads through Internet employment sites, and enjoys a good relationship with the on campus Career/Job

Resource Center which is a great employment resource for WAIII students/DOR clients.

The Workability III Career Technicians and Career Specialist **(faculty)** provide daily guided Job Club. The Job Club is equipped with a variety of resources for the WA III student/DOR client including the following: current job openings from Chamber of Commerce and other employer directories and telephone banks. Daily motivation/self-esteem exercises; such as, awareness of individual strengths and skills, discussion of motivational quotes, situational problem solving and goal setting take place. Daily assistance and guidance is provided by the Career Technicians and Career Specialist **(faculty)**.

The Workability III Coordinator and Career Specialist **(faculty)** meet regularly with Workability III Career Technicians in order to assess the WA III students'/DOR clients' progress and establish strategies for job development.

Employment services will be provided to WA III students/DOR clients for up to one year after intake. Monthly progress reports will be submitted to DOR, which documents the services provided and collaboration with DOR staff. If any problems arise, the WA III staff will notify the DOR counselor immediately. This will be required until the WAIII student/client is successfully rehabilitated or no longer receiving WAIII services. If the WA III student/DOR client is no longer receiving services, the WAIII student/DOR client will be removed from the client list.

Upon being placed into competitive, unsubsidized employment, follow-up services will be provided for a minimum of 90 days with a minimum of two contacts/month. Monthly progress reports will be submitted to DOR, which documents the services provided and collaboration with DOR staff. If any problems arise, the WA III staff will notify the DOR counselor immediately. If the WAIII student/DOR client is no longer receiving services the WAIII student/DOR client will be removed from the client list.

2. Service Outcomes/Number to be Served:

During each fiscal year 2012-2013:

- 67 clients will receive Employment Services
- 25 WA III students/DOR clients will receive employment preparation/JSSC services
- 44 job placements into competitive employment will be made by the WA III Program of which 34 will result in competitive employment leading to being closed rehabilitated.

During each fiscal year 2013-2014:

- 68 clients will receive Employment Services
- 28 WA III students/DOR clients will receive employment preparation/JSSC services
- 45 job placements into competitive employment will be made by the WA III Program of which 36 will result in competitive employment leading to being closed rehabilitated.

During each fiscal year 2014-2015:

- 68 clients will receive Employment Services
- 30 WA III students/DOR clients will receive employment preparation/JSSC services
- 45 job placements into competitive employment will be made by the WA III Program of which 36 will result in competitive employment leading to being closed rehabilitated.

III. Contract Administrator/Program Coordinator

Department of Rehabilitation
Stephen Icamen
DOR Contract Administrator
Orange/San Gabriel District
Office
222 S. Harbor Blvd., #300
Anaheim, CA 92805
Phone: (714) 518-2494
Fax: (714) 991-0844
Email: sicamen@dor.ca.gov

Santa Ana College, WA III
Jacquelyn Gerali
Agency Contract Administrator
1530 E. 17th St.
Santa Ana, CA 92706
Phone: (714) 564-6255
Fax: (714) 542-6985
Email: Gerali_Jacquelyn@sac.edu

IV. Linkages to Other Community Agencies

The WA III Program utilizes linkages with other programs such as the Employment Development Department (EDD), College Career/Job Resource Center, College Disabled Students Programs and Services (DSPS), and local One-Stop Centers.

V. In-Service Training

In-service cross-training in the other agency's mission, goals, services, policy, procedures, and professional approach, as well as other issues will occur at least twice a year. The WA III Program staff will visit the local DOR offices for staffing and workshops, and DOR staff will visit the WA III Program and participate in on-campus programs.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTA ANA COLLEGE – ACADEMIC AFFAIRS**

To:	Board of Trustees	Date:	May 6, 2013
Re:	Approval of Proposed Curricula Revisions for the 2013 – 2014 Santa Ana College Catalog Addendum		
Action:	Request for Approval		

BACKGROUND

The attached memo is the annual summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2012 – 2013. It includes course deletions, course revisions, program deletions, new programs, program revisions, and other curricula changes that are reflected in the 2013 – 2014 catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santa Ana College. Changes are recommended to the Board of Trustees by the Curriculum and Instruction council, which has faculty representation from each academic division, as well as administrative representation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the proposed revisions for the 2013 – 2014 catalog.

Fiscal Impact:	None	Board Date:	May 6, 2013
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs, SAC		
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College		
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD		

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: May 6, 2013

TO: Erlinda J. Martinez, Ed.D., President

FROM: Monica Porter, Chair of Curriculum and Instruction Council

RE: Approval of Proposed Revisions for the 2013 – 2014 Santa Ana College Catalog Addendum

This memorandum is a summary of the proposed changes to the college catalog from the Santa Ana College Curriculum & Instruction Council. All changes to academic policies, courses, and programs are reviewed by the Division Curriculum Committees before action is taken by the Council.

The Curriculum & Instruction Council is chaired by Monica Porter. Membership includes two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative and the Support Services Assistant.

The Curriculum & Instruction Council addresses the college-wide impact and changes in academic policies and monitors their acceptance by the CSU and UC systems and the Community College Chancellor's Office.

The following academic policies have been reviewed, revised, and are now recommended by the Curriculum and Instruction Council:

DELETED COURSES

Twenty-three courses which were outdated and/or not offered at SAC were removed from the catalog.

* (See Attachment #1)

REVISED COURSES

Eighty-seven course revisions which were updated to reflect changes in title, units, hours, or content.

* (See Attachment #2)

DELETED PROGRAM/CERTIFICATE

One program which had become outdated and/or not offered at SAC was removed from the catalog.

* (See Attachment #3)

NEW A.A-T/A.S-T PROGRAMS

Six new A.A-T/A.S-T programs were approved because of new and/or expanded programs or major changes in the discipline.

* (See Attachment #4)

REVISED PROGRAMS/CERTIFICATES

Three program revisions were updated to reflect changes in title, units, hours, or content.

* (See Attachment #5)

*Listings are attached

COURSE DELETIONS

Santa Ana College

1. ANTH 107, Introduction to Forensic Anthropology
2. CJ 095, Drug Use and Identification
3. CJA 047A, Mounted Unit Training
4. ENGL N10, Preparation for Nursing TEAS—English
5. ESL N40A, Introduction to Academic ESL I
6. ESL N40B, Introduction to Academic ESL II
7. ESL N49, Reading, Writing and Grammar I
8. FSA 060, Career Firefighter County Academy
9. HIST 122, American History-Dynamics of Change
10. HIST 128H, Honors America and the Quest for Global Reform
11. KNAC 220, Basketball (0.5 unit)
12. KNFI 108, Summer Circuit Training
13. KNFI 116, Summer Circuit Training for Summer Fitness
14. KNFI 124, Conditioning for Athletes-Men
15. KNFI 128, Conditioning for Athletes-Women (0.5 unit)
16. NRN 104, Communication for the Health Care Professional
17. READ N49, Reading for Non-Native Speakers of English
18. READ N49B, Reading for Non-Native Speakers of English - Part I
19. SPEC 098, Reading Development for the Deaf
20. SPEC N45, Introduction to Service Learning

Continuing Education

21. Vocational Business 122, Introduction to Keyboarding & Basic Windows
22. Vocational Guidance 277, Emerging Careers – Take Aim
23. Vocational Guidance 302, Job Development Skills

REVISED COURSES**Santa Ana College**

1. ANTH 100, Introduction to Cultural Anthropology
2. ANTH 100H, Honors Introduction to Cultural
3. ANTH 101L, Physical Anthropology Laboratory
4. ANTH 103, Introduction to Archaeology
5. ANTH 108, Religion, Magic, and Witchcraft
6. ART 104, Mexican and Chicano Art History
7. ART 106, Asian Art History
8. ART 111, Three-Dimensional Design
9. ART 130, Introduction to Drawing
10. ART 131, Beginning Life Drawing
11. ART 141, Beginning Painting
12. ART 182, Introduction to Jewelry
13. ART 230, Intermediate Drawing
14. AUTO 072, General Automotive Engine Service
15. CHNS 101 Elementary Chinese I
16. CHNS 102, Elementary Chinese II
17. CJ 102, Introduction to Corrections
18. CJ 209, Organized Crime
19. CJA 009C, Narcotics Related Training
20. CJA 068A, Investigations and Report Writing
21. CNSL 021, Math Study Strategies
22. CNSL 100, Lifelong Understanding and Self-Development
23. CNSL 116, Career/Life Planning and Personal Exploration
24. CNSL 120, Assertive Self Development
25. DNCE 119A, Introduction to Jazz Dance
26. DNCE 119B, Introduction to Jazz Dance
27. EMLS 055 Writing, Grammar and Reading I
28. EARTH 115, Earth Science for Educators
29. GEOG 100, World Regional Geography
30. GEOG 100H, Honors World Regional Geography
31. GEOG 101, Physical Geography
32. GEOG 101L, Physical Geography Laboratory
33. HUD 110, Child, Family and Community (DS2)
34. HUD 221, Teaching In A Diverse Society
35. KNAC 169, Wrestling (0.5 unit)
36. KNAC 169, Wrestling (1.0 unit)
37. KNAC 200, Intramural Sports- Basketball (1.0 unit)
38. KNAC 226, Water Polo (0.5 unit)
39. KNAC 262, Soccer-Men (1.0 unit)
40. KNAC 292, Advanced Volleyball-Women (1.0 unit)
41. KNAF 146, Stability Ball Training for Fitness (0.5 unit)
42. KNAQ 201, Swimming (0.5 unit)
43. KNAQ 206, Lap Swimming (1.0 unit)

44. KNIA 261, Soccer-Women
45. KNPR 155, Theory of Soccer
46. KNPR 165, Theory of Softball
47. KNSM 150, Athletic Training Internship
48. MATH 080, Intermediate Algebra
49. MATH 081, Intermediate Algebra with Lab
50. MATH 150, Calculus for Biological, Management and Social Sciences
51. MNFG 069, Job Shop Skills
52. MUS 115A, Applied Music (Private Instruction)
53. MUS 115B, Applied Music (Private Instruction)
54. MUS 115C, Applied Music (Private Instruction)
55. MUS 115D, Applied Music (Private Instruction)
56. MUS 135, Concert Chorale
57. MUS 137, Chamber Choir
58. MUS 171, Concert Band
59. MUS 175, Jazz Ensemble
60. MUS 181, Chamber Orchestra
61. MUS 271, Symphonic Band
62. PHIL 111, Introductory Logic
63. PHIL 112, World Religions
64. PHIL 118, History of Philosophy
65. PHYS 109, Survey of General Physics
66. PHYS 211, Principles of Physics II
67. POLT 101, Introduction to American Governments
68. POLT 101H, Honors Introduction to American Governments
69. POLT 200, American Political Thought
70. POLT 200H, Honors American Political Thought
71. POLT 235, Identity Politics
72. READ 102, Academic Reading
73. SOC 112, Relationships, Marriages, and Family Dynamics
74. SOC 140, Analysis of Social Trends and Problems
75. SOC 140H, Honors Analysis of Social Trends and Problems
76. SOC 240, Introduction to Social Psychology
77. SPAN 101, Elementary Spanish I
78. SPAN 101H, Honors Elementary Spanish I
79. SPAN 102, Elementary Spanish II
80. SPAN 102H, Honors Elementary Spanish II
81. SPAN 201, Intermediate Spanish I
82. SPAN 201H, Honors Intermediate Spanish I
83. SPAN 202H, Honors Intermediate Spanish II
84. SPEC N91, Computer Assisted Cognitive Learning
85. SPEC N94, Intermediate Cognitive Retraining
86. SPEC N95, Cognitive Retraining - Academic Transition
87. TELV 123, Advanced Writing Projects for TV, Film, the Internet, and Corporate Video

PROGRAM DELETION

Santa Ana College

1. Family and Consumer Studies/Home Economics Degree (sac.fcs.aa)

ADDENDUM NEW A.A-T/A.S-T PROGRAMS

Santa Ana College

1. Associate in Arts in Art History for Transfer (sac.arth.aat)
(Program Outline Attached)
2. Associate of Arts in Journalism for Transfer (sac.cmsd.aat)
(Program Outline Attached)
3. Associate in Arts in Music for Transfer (sac.mus.aat)
(Program Outline Attached)
4. Associate in Arts in Studio Arts for Transfer (sac.start.aat)
(Program Outline Attached)
5. Associate in Science in Early Childhood Education (sac.ece.ast)
(Program Outline Attached)
6. Associate in Science in Geology for Transfer (sac.geol.ast)
(Program Outline Attached)

PROGRAM OF STUDY

Associate in Arts in Art History for Transfer (sac.arth.aat) A.A-T Degree for Transfer

The Associate in Arts in Art History for Transfer (AA-T) prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree in Art History, and then into careers in fine arts include art education, interior design, gallery operation, art merchandising, studio artist, illustration, art criticism, computer graphics and animation and related fields. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AA-T degree also provides guaranteed admission with junior status to the CSU system (*admission is not guaranteed to a specific major or campus*), along with priority admission consideration to the local CSU in the Studio Arts major. See page ___**___ for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AS-T) degrees. Upon completion of the AA-T in Art History, students will be able to recognize specific styles of art, apply vocabulary pertinent to the discussion of art both in and out of the classroom, and demonstrate an understanding of the technical processes of various art media by developing an art portfolio that demonstrates a broad knowledge of subject matter. Furthermore, students will be able to demonstrate an understanding of the principles of design and the elements of art, as well as identify relationships between art and society in which it is created, and apply developed personal criteria for viewing and judging art.

Required Core Courses (9 units)

ART 101	Survey of Western Art History I: Prehistory through the Middle Ages	3
ART 102	Survey of Western Art History II: Renaissance through the Twentieth Century	3
ART 130	Introduction to Drawing	3
		9

List A: select one course (3 units)

		Units
ART 103	African Art History	3
or		
ART 104	Mexican and Chicano Art History	3
or		
ART 106	Asian Art History	3

List B: select one course (3 units)

		Units
ART 110	Two-Dimensional Design	3
ART 111	Three-Dimensional Design	3
ART 131	Beginning Life Drawing	3
ART 151	Ceramics-Introductory Level	3
ART 195	Introduction to Digital Media Arts	3
PHOT 180	Beginning Photography	3

List C: select one course (3 units)

Any course from List A or B not already used.

		Units
ART 105	History of Modern Art	3
ART 108	Contemporary Art History: Art Since Mid-Century	3
HIST 101	World Civilizations to the 16th Century	3
HIST 101H	Honors World Civilizations to the 16th Century	3
HIST 102	World Civilizations Since the 16th Century	3
HIST 102H	Honors World Civilizations Since the 16th Century	3
IDS 121	Humanities Through the Arts	3
PHIL 112	World Religions	3

Total General Education Units:

CSU-General Education Breadth OR 41*

Intersegmental General Education Transfer Curriculum (IGETC) 39*

Units

CSU Transferable Elective Units: As needed to Total 60 degree units

Total Number of Degree Units 60

Total Units

18

PID 430

PROGRAM OF STUDY

Associate of Arts in Journalism for Transfer (sac.cmsd.aat) A.A-T Degree for Transfer

The Associate in Arts in Journalism for Transfer (AA-T) prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree in Journalism, and then into careers in daily reporting, media editing, writing, Web-based multimedia reporting, visual reporting, photography, print and digital design, public relations, advertising, radio, digital media and television writing and production. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AA-T degree also provides guaranteed admission with junior status to the California State University System. Please see page ___**___ for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AA-S) degrees. Upon completion of the AA-T in Journalism, students will be able to define and execute newsgathering strategies, write articles under deadline, edit their own and others' articles for proper spelling, grammar and AP Style, define relevant news content, gather news information weekly, assess legal and ethical media issues at the final level of a traditional lower division Journalism sequence. Through news production, students will demonstrate proficiency in developing effective designs and layouts for story presentation, develop news stories through written, visual, audio, video or other multimedia formats, determine the best format –print, multimedia, visual —for telling basic news stories, and build a portfolio that demonstrates a range of storytelling formats and styles, and navigate content management software used to create online publications. Upon application to Journalism programs at four year institutions, students will likely be required to pass a portfolio review for acceptance as well as pass Associated Press style, grammar and spelling tests for placement into editing and production courses.

Required Core Courses:

	Units
CMSD 121 Introduction to Reporting and Newswriting	3
CMSD 123A News Media Production	4
TELV 105 Mass Media and Society	3
	10

List A: select 1 course from the following:

	Units
CMSD 103 Introduction to Visual Communications	3
or	
CMSD 123B Intermediate News Media Production	4
or	
CMSD 160 Introduction to Photojournalism	3
or	
CMSD 210 Intermediate Reporting and Newswriting	3

List B: select 2 courses from the following:

	Units
CMSD 111 Media, Race and Gender	3
or	
CMSD 298A Designing for Print and Digital Media	3
or	
CMST 102 Public Speaking	3
or	
CMST 140 Argumentation and Debate	3
or	
CNSL 144 Reasoning and Problem Solving	3
or	
ECON 120 Principles/Macro	3
or	
ECON 121 Principles/Micro	3

	or		
ENGL 102	Literature and Composition		4
	or		
ENGL 102H	Honors Literature and Composition		4
	or		
ENGL 103	Critical Thinking and Writing		4
	or		
ENGL 103H	Honors Critical Thinking and Writing		4
	or		
MATH 219	Statistics and Probability		4
	or		
MATH 219H	Honors Statistics and Probability		4
	or		
PHIL 110	Critical Thinking		4
	or		
PHIL 110H	Honors Critical Thinking		4
	or		
PHIL 111	Introductory Logic		4
	or		
PHIL 144	Reasoning and Problem Solving		3
	or		
PHOT 180	Beginning Photography		3
	or		
POLT 101	Introduction to American Governments		3
	or		
POLT 101H	Honors Introduction to American Governments		3
	or		
POLT 201	Introduction to Comparative Politics		3
	or		
READ 150	Critical Reading		3
	or		
SOCS 219	Statistics and Probability		4
	or		
SOCS 219H	Honors Statistics and Probability		4
Total Units for the Major 19-22			
Total General Education Units:			Units
CSU-General Education Breadth OR 41*			
Intersegmental General Education Transfer Curriculum (IGETC) 39*			
CSU Transferable Elective Units:as needed to Total 60 degree units			Units
Total Number of Degree Units 59 - 61			
Total Units			19 - 22

PID 429

PROGRAM OF STUDY

Associate in Arts in Music for Transfer (sac.mus.aat) A.A-T Degree for Transfer

The Associate in Arts in Music for Transfer (AA-T) prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree in music, and then into careers in public and private teaching, professional performance, church music, music therapy, composition, arranging and orchestration. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AA-T degree also provides guaranteed admission with junior status to the CSU system. See page ___**___ for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AA-S) degrees. Upon completion of the AA-T in Music, students will be able to demonstrate an understanding of music theory, harmony and musicianship at the final level of a traditional lower division music sequence. Through public performance, students will demonstrate proficiency on their primary instrument (or voice) that will allow them to perform accurately and musically within a large ensemble and in a solo setting. Upon application to music programs at four year institutions, students will need to pass an audition for acceptance as well as pass skills tests for placement into music theory, musicianship and piano classes.

Note: Although this Transfer Curriculum may provide sufficient preparation for some general Bachelor of Arts programs in Music, it is recommended that students supplement these degree requirements with four semesters of piano (MUS 161, 162, 163, 164), one music history class (MUS 101 or MUS 211), and one technology class (MUS 142 or MUS 146) if they intend to transfer into Bachelor of Music programs in Performance, History and Literature, Music Education, or Composition. Please consult a SAC counselor for course requirements for particular four-year institutions.

Required Core Courses: 23-24 units

MUS 111	Basic Music Theory and Musicianship I	4
MUS 112	Music Theory and Musicianship II	4
MUS 114A	Musicianship	1
MUS 114B	Musicianship	1
MUS 115A	Applied Music (Private Instruction)	1
MUS 115B	Applied Music (Private Instruction)	1
MUS 115C	Applied Music (Private Instruction)	1
MUS 115D	Applied Music (Private Instruction)	1
MUS 213	Theory 3	3
MUS 214	Theory 4	3
Ensembles, 1 unit required for each of 4 semesters*		4

24

***The ensemble course units may be chosen from the following list (take one ensemble four times or select different ensembles to meet this requirement):**

		Units
MUS 135	Concert Chorale	1
MUS 137	Chamber Choir	1
MUS 171	Concert Band	1
MUS 175	Jazz Ensemble	1
MUS 176	Jazz Band	1
MUS 181	Chamber Orchestra	1
MUS 271	Symphonic Band	1

0 - 0

Total Units for the Major 24

Total General Education Units:

CSU-General Education Breadth OR 41

Intersegmental General Education Transfer Curriculum (IGETC) 39

CSU Transferable Elective Units: as needed to total 60 degree units

Total Number of Degree Units 59 - 61

Units

Total Units

24

PID 361

PROGRAM OF STUDY

Associate in Arts in Studio Arts for Transfer (sac.start.aat) A.A-T Degree for Transfer

The Associate in Arts in Studio Arts for Transfer (AA-T) prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree in Studio Arts, and then into careers in fine arts include art education, interior design, gallery operation, art merchandising, studio artist, illustration, art criticism, computer graphics and animation and related fields. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AA-T degree also provides guaranteed admission with junior status to the CSU system (*admission is not guaranteed to a specific major or campus*), along with priority admission consideration to the local CSU in the Studio Arts major. See page ____**__ for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AS-T) degrees. Upon completion of the AA-T in Studio Arts, students will be able to recognize specific styles of art, apply vocabulary pertinent to the discussion of art both in and out of the classroom, and demonstrate an understanding of the technical processes of various art media by developing an art portfolio that demonstrates a broad knowledge of subject matter. Furthermore, students will be able to demonstrate an understanding of the principles of design and the elements of art, as well as identify relationships between art and society in which it is created, and apply developed criteria for viewing and judging art.

Required Core Course (12 units)

ART 102	Survey of Western Art History II: Renaissance through the Twentieth Century	3
ART 110	Two-Dimensional Design	3
ART 111	Three-Dimensional Design	3
ART 130	Introduction to Drawing	3
		12

List A: select one course (3 units)

		Units
ART 101	Survey of Western Art History I: Prehistory through the Middle Ages	3
ART 103	African Art History	3
ART 104	Mexican and Chicano Art History	3
ART 105	History of Modern Art	3
ART 106	Asian Art History	3

List B: select three courses (9 units)

		Units
ART 131	Beginning Life Drawing	3
ART 141	Beginning Painting	3
ART 151	Ceramics-Introductory Level	3
ART 182	Introduction to Jewelry	3
ART 195	Introduction to Digital Media Arts	3
ART 230	Intermediate Drawing	3
PHOT 180	Beginning Photography	3

Total General Education Units:

CSU-General Education Breadth OR 41*	Units
Intersegmental General Education Transfer Curriculum (IGETC) 39*	

CSU Transferable Elective Units: As needed to
Total 60 degree units

Units

Total Number of Degree Units 60

Total Units

24

PID 435

PROGRAM OF STUDY

Associate in Science in Early Childhood Education (sac.ece.ast) A.S-T Degree for Transfer

The Associate of Science in Early Childhood Education for Transfer (AS-T) prepares students to move into a curriculum at a four year institution leading to a baccalaureate degree in Child Development, Human Development, Early Childhood Education or Child and Adolescent Studies. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AS-T degree also provides guaranteed admission with junior status to the CSU system, along with priority admission to the local CSU, Fullerton, in the Child and Adolescent Studies major. See page __**_ for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AS-T) degrees. Upon completion of the AS-T in Early Childhood Education, students will have general understanding of the main developmental theories as they pertain to the development, care and education of young children. Additionally, students will have the capacity to evaluate and plan curriculum and environments for children based on observation of their physical, cognitive, emotional, social and creative characteristics.

Requirements

The following is required for all AA-T or AS-T degrees:

- A. Minimum of 60 CSU-transferable semester units (SAC courses numbered 100 and above).
- B. Minimum grade point average (GPA) of at least 2.0 in all CSU-transferable coursework. While a minimum of 2.0 is required for admission, some majors may require a higher GPA. Please consult with a counselor for more information.
- C. Completion of a minimum of 18 semester units in an "AA-T" or "AS-T" major as detailed in the College Credit Instructional Programs section of the catalog. All courses in the major must be completed with a grade of C or better or a "P" if the course is taken on a "pass-no pass" basis (title 5 § 55063).
- D. Certified completion of the California State University General Education-Breadth pattern (CSU GE Breadth) (see page 38 for more information); OR the Intersegmental General Education Transfer Curriculum (IGETC) pattern (see page 39 for more information). Completion of Santa Ana College local general education requirements (Plan A) does not meet the requirement for AA-T and AS-T degrees.

Required Core (24.5 units)

HUD 107	Child Growth and Development (DS1)	3
HUD 108A	Observation and Assessment for Early Learning and Development	3
HUD 110	Child, Family and Community (DS2)	3
HUD 111A	Principles and Practices of Teaching Young Children	3
HUD 111B	Introduction to Curriculum for Young Children	3
HUD 112	Health, Safety and Nutrition for Children	3
HUD 221	Teaching In A Diverse Society	3
HUD 298A	Practicum in Early Childhood Programs	3.5

24.5

Total General Education Units:

*CSU-General Education Breadth OR 41**

*Intersegmental General Education Transfer Curriculum (IGETC) 39**

CSU Transferable Elective Units: As needed to Total 60 degree units

Total Number of Degree Units 60

**Following the above program requirements guarantees minimally completion of the following GE areas utilizing major requirements: CSU GE (D7 or E1, and a 2nd course in D7); IGETC (4) This allows students a minimum of 6 units that can be double counted for both CSU GE and major requirements, and a minimum of 3 units that can be double counted for IGETC and major requirements.*

PROGRAM OF STUDY

The Associate in Science Degree in Geology for Transfer (sac.geol.ast) A.S-T Degree for Transfer

The Associate in Arts in Geology for Transfer (AS-T) prepares students to move into a curriculum at a four-year institution leading to a baccalaureate degree in Geology. Please consult a counselor regarding specific course requirements for your transfer institution. Completion of the AS-T degree also provides guaranteed admission with junior status to the CSU system, along with priority admission to the local CSU, Fullerton, in the Geology major. See page ___**___ for a list of additional requirements for all Associate in Arts for Transfer (AA-T) and Associate in Science for Transfer (AS-T) degrees. Upon completion of the AS-T in Geology students will have a foundation necessary for continued training at the upper division level for geology majors. It is a starting point for students who are preparing for careers in education, geoscience research, and government, where scientific and technical skills are in great demand.

GEOL 101	Introduction to Geology	3
GEOL 101L	Introduction to Geology Laboratory	1
GEOL 201	Introduction to Historical Geology	4
CHEM 219	General Chemistry	5
	or	
CHEM 219H	Honors General Chemistry	5
CHEM 229	General Chemistry and Qualitative Analysis	5
MATH 180	Analytic Geometry and Calculus	4
	or	
MATH 180H	Honors Analytic Geometry and Calculus	4
MATH 185	Analytic Geometry and Calculus	4

Total General Education Units:

*CSU-General Education Breadth OR 41**

*Intersegmental General Education Transfer Curriculum (IGETC) 39**

CSU Transferable Elective Units: As needed to Total 60 degree units

Total Number of Degree Units 60

Total Units

26

PID 383

REVISED PROGRAMS

Santa Ana College

1. Hospitality Option Certificate (sac.nutho.ca)
2. Medical Assistant - Administrative/Clinical (sac.ma.ca)

Continuing Education

3. Computer Maintenance And Repair Workers Certificate of Completion

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**SANTA ANA COLLEGE – ACADEMIC AFFAIRS**

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of New Courses for the 2014 – 2015 Santa Ana College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is a partial summary of actions taken by the Santa Ana College Curriculum and Instruction Council during 2013. It only includes new courses through April 15, 2013 which will appear in the 2014 – 2015 catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santa Ana College. Changes are recommended to the Board of Trustees by the council that has faculty representation from each academic division as well as administrative representation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the new courses for the 2014 – 2015 Santa Ana College Catalog.

Fiscal Impact:	None	Board Date: May 6, 2013
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs, SAC	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

SANTA ANA COLLEGE

CURRICULUM & INSTRUCTION COUNCIL

DATE: May 6, 2013
TO: Erlinda J. Martinez, Ed. D., President
FROM: Monica Porter, Chair of Curriculum & Instruction Council
RE: Proposed Revisions for 2014 – 2015 Catalog

This memorandum is a summary of the proposed changes to the college catalog from the Santa Ana College Curriculum and Instruction Council. All changes to academic policies, courses, and programs are reviewed by the division curriculum committees before action is taken by the Council.

The Curriculum & Instruction Council was chaired by Monica Porter, Designee, Academic Senate President. Membership included two administrators, sixteen faculty, the University Articulation Coordinator, the Matriculation Representative, one student representative and the Support Services Assistant.

The Curriculum & Instruction Council addresses the college-wide impact and changes in academic policies and monitors their acceptance by the CSU and UC systems and the Community College Chancellor's Office.

The following academic courses have been reviewed and are now recommended by the Curriculum and Instruction Council:

NEW COURSES

Four new courses were approved because of new and/or expanded programs or major changes in the discipline. (See Attachment #1)

SANTA ANA CATALOG 2014 – 2015

NEW COURSES

Santa Ana College

1. CJA 010E, Youth Academy
2. CNSL 121, Introduction to STEM Study Skills
3. CNSL 122, STEM Study Strategies
4. CNSL 220, The Child as Victim

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College
Academic Affairs

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of New Courses and New Programs for the 2014-2015 Santiago Canyon College Catalog	
Action:	Request for Approval	

BACKGROUND

The attached memo is a summary of actions taken by the Santiago Canyon College Curriculum and Instruction Council during 2013. It only includes new courses and programs from January 1 through April 29, 2013 which will appear in the 2014–2015 catalog.

ANALYSIS

The catalog is the ongoing legal representation of course/program offerings and annual academic policies at Santiago Canyon College. Changes are recommended to the Board of Trustees by the council that has faculty representation from each academic division as well as administrative representation.

RECOMMENDATION

It is recommended that the Board of Trustees approve the new courses and new programs for the 2014-2015 Santiago Canyon College catalog as presented.

Fiscal Impact:	None.	Board Date: May 6, 2013
Prepared by:	Aracely Mora, Ed.D., Vice President, Academic Affairs Craig Rutan, Chair, Curriculum and Instruction Council	
Submitted by:	Juan Vázquez, President, Santiago Canyon College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



CURRICULUM AND INSTRUCTION COUNCIL

DATE: April 24th, 2013
TO: Juan Vázquez, President of Santiago Canyon College
FROM: Craig Rutan, Chair of the Curriculum and Instruction Council
RE: **PROPOSED NEW CURRICULA FOR THE 2014-2015 CATALOG**

The following changes to the 2014-2015 college catalog are proposed by the Curriculum and Instruction Council (CIC) of Santiago Canyon College. All changes to academic policies, courses, and programs are reviewed and approved by departmental curriculum committees before action is taken by the CIC.

Santiago Canyon College's CIC is chaired by Craig Rutan, Designee of the Academic Senate President. Membership also includes the Vice President of Academic Affairs, 17 faculty representatives (including the Chair of the Committee), an Articulation Officer, a Support Services Assistant and a student representative.

The new curricula initiated at Santiago Canyon College for the 2014-2015 catalog are:

GENERAL EDUCATION REQUIREMENTS FOR THE ASSOCIATE DEGREE (Plan A):

The following options were added for general education requirements:

Area B2 – Social Sciences Elective
Political Science 240 added.

GENERAL EDUCATION REQUIREMENTS FOR THE CALIFORNIA STATE UNIVERSITY (Plan B):

The following options were added for general education requirements:

Area D7 – Interdisciplinary Social or Behavioral Science
Political Science 240 added.

INTERSEGMENTAL GENERAL EDUCATION TRANSFER CURRICULUM (Plan C):

The following options were added for general education requirements:

Area 4 – Social and Behavioral Sciences
Political Science 240 added.

NEW PROGRAMS, DEGREES AND CERTIFICATES:

A total of seven (7) new programs, degrees and certificates were added to the academic year.

(See Attachment #1)

NEW COURSES:

Twenty-three (23) new courses were approved due to new and/or expanded programs or major changes in the discipline.

(See Attachment #2)

Cc: Corinna Evett, Academic Senate President, Santiago Canyon College
Aracely Mora, Vice-President of Academic Affairs, Santiago Canyon College
John Hernandez, Vice-President of Student Services, Santiago Canyon College
Jose Vargas, Vice-President of Continuing Education, Orange Education Center
Corine Doughty, Dean of Business and Career Technical Education, Santiago Canyon College
Ruth Babeshoff, Dean of Counseling and Student Support Services, Santiago Canyon College
Melinda Womack, Interim Dean of Library, Arts, Humanities and Social Sciences, Santiago Canyon College
Martin Stringer, Interim Dean of Mathematics and Sciences and Athletics Director, Santiago Canyon College
Monica Porter, Chair of the Curriculum and Instruction Council, Santa Ana College
Erlinda Martinez, President of Santa Ana College
Raymond Hicks, Academic Senate President, Santa Ana College
Linda Rose, Vice-President of Academic Affairs, Santa Ana College
Raúl Rodríguez, Ph.D., Chancellor

NEW PROGRAMS, DEGREES AND CERTIFICATES

2014-2015 Catalog

Credit

Anthropology, Associate in Arts for Transfer degree
Astronomy, Associate in Science degree
Geology, Associate in Science for Transfer degree
Philosophy, Associate in Arts for Transfer degree
Spanish, Associate in Arts for Transfer degree

Non-Credit

ESL Advanced, Certificate of Completion
Shelter Dog Training, Certificate of Completion

NEW COURSES

2014-2015 Catalog

Credit

Apprenticeship Carpentry 029AJ*
 Apprenticeship Carpentry 029BJ*
 Apprenticeship Carpentry 040CJ*
 Apprenticeship Carpentry 040EJ*
 Apprenticeship Carpentry 094J*
 Art 159
 Mathematics N06L*
 Mathematics 070L*
 Mathematics 105L
 Mathematics 140L
 Mathematics 150L
 Mathematics 160L
 Mathematics 170L
 Mathematics 180L
 Mathematics 185L
 Mathematics 203L
 Mathematics 219L
 Mathematics 280L
 Mathematics 287L
 Political Science 240#

Rigging - Journeyman
 Rigging Qualification Studies – Journeyman
 Scaffold Erector, Standard 40 Hour – Journeyman
 Scaffold Erector, Systems Scaffold – Journeyman
 Confined Space – Journeyman
 Introduction to Mobile Application Development and Design
 Essential Mathematics Math Lab
 Geometry Math Lab
 Mathematics for Liberal Arts Students Math Lab
 College Algebra Math Lab
 Calculus for Biological, Management and Social Sciences Math Lab
 Trigonometry Math Lab
 Pre-Calculus Mathematics Math Lab
 Analytic Geometry and Calculus Math Lab
 Analytic Geometry and Calculus Math Lab
 Fundamental Concepts of Elementary Mathematics Math Lab
 Statistics and Probability Math Lab
 Intermediate Calculus Math Lab
 Introduction to Linear Algebra and Differential Equations Math Lab
 Introduction to Peace and Conflict Studies

Non-Credit

English as a Second Language 601
 Vocational: Shelter Dog Training 020
 Vocational: Shelter Dog Training 030

Advanced Grammar and Writing
 Concepts in Dog Training
 Practical Dog Training

* *Stand Alone course*# *Distance Education Addendum*

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Santiago Canyon College – Student Services

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of Agreement with Pet Partners	
Action:	Request for Approval	

BACKGROUND

Pet Partners is an all volunteer, non-profit organization in California with volunteer teams providing Animal-Assisted Activity (AAA) and Animal-Assisted Therapy (AAT) services for healthcare facilities, schools, and other social agencies; the services are designed to promote improvement in human physical, social, emotional, and/or cognitive functioning and provide opportunities for motivational, educational, recreational, and/or therapeutic benefits to enhance quality of life. Animal-assisted services are casual "meet and greet" activities that involve people visiting with animals in a designated areas.

ANALYSIS

This agreement is being renewed to continue providing services at Santiago Canyon College, specifically, the Paws for Stress activity held every term during finals week to assist students, faculty, and staff with end-of-semester stress relief. This activity is a grant objective under SCC's California Community College Student Mental Health Program grant and is one of several prevention and early intervention initiatives that utilize a full range of strategies at improving student mental health.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with Pet Partners.

Fiscal Impact: None	Board Date: May 6, 2013
Prepared by: John C. Hernandez, Ph.D., Vice President, Student Services	
Submitted by: Juan Vázquez, President, Santiago Canyon College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

- B. **TERMINATION.** This Agreement shall be subject to termination by either party at any time, upon 30 days' written notice to the other party.
- C. **RATES.** Agency will provide services at no cost to College.
- D. **INDEMNIFICATION**

1. 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.

- E. **INSURANCE** – Agency, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:
1. Commercial Form General Liability Insurance (contractual liability included) with a limit of \$2,000,000 Each Occurrence and \$4,000,000 General Aggregate.

If the above insurance is written on a claims-made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

It should be expressly understood, however, that the coverage required under this section E shall not in any way limit the liability of Agency.

Agency, upon the execution of this Agreement, shall furnish the College with Certificates of Insurance evidencing compliance with all requirements. Certificates shall further provide for thirty (30) days advance written notice to College of any modification, change, or cancellation of any of the above insurance coverage.

- F. **WHOLE AGREEMENT.** This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement. This Agreement supersedes any written or oral agreements, negotiations, discussions, or promises. This Agreement cannot be modified except by a written instrument executed by both parties.
- G. **NOTICE.** Any notice required hereunder shall be in writing and shall be addressed as follows:

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

With A Copy To: Santiago Canyon College
Attn: Melissa Campitelli-Smith
Psychologist
Orange, CA 92869

Agency: ~~Delta Society/Pet Partners~~
Attn: Stephen Browning, President & CEO
875 - 124th Ave NE #101
Bellevue, WA 98005

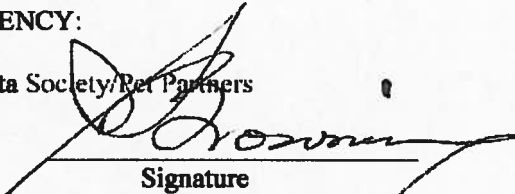
- H. ASSIGNMENT. This Agreement is not assignable and any attempt by Agency to assign any of its interests herein shall immediately terminate this Agreement.
- I. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of California
- J. WARRANTY OF AUTHORITY. The person whose signature appears below warrants that he/she is duly authorized to execute this Agreement on behalf of Agency.

The conditions in this Agreement are hereby accepted.

AGENCY:

Delta Society/Pet Partners

By



Signature

R. Stephen Browning
Print Name

President/CEO
Title

April 19, 2013
Date

COLLEGE:

Rancho Santiago Community College District

By

Signature

Peter J. Hardash
Print Name

Vice Chancellor, Business
Title

Operations & Fiscal Services
Title

Date

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santiago Canyon College – Upward Bound Math & Science**

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of Upward Bound Math and Science Summer Residential Program Contract with California State University Fullerton	
Action:	Request for Approval	

BACKGROUND

Under the auspices of Santiago Canyon College's federally funded Upward Bound Math and Science program, a partnership has been cultivated between SCC and the Orange Unified School District to provide educational services to its academically at-risk students in an effort to promote higher education, and enhance their learning experience by assisting them with their current educational needs. In our inaugural year of funding, and throughout the grant term, we have included a summer residential component that will be coordinated between SCC and California State University, Fullerton (CSUF). Students will reside in the dormitories for a two-week period, and will be provided with meals and classroom facilities. For our first year, 50 students will be invited to participate.

ANALYSIS

CSUF will provide accommodations within their residence facility which is to include meals, housekeeping services, use of recreational areas, classrooms, meeting rooms and labs throughout our agreed upon contracted days of two-weeks.

RECOMMENDATION

It is recommended that approval be granted by the RSCCD Board of Trustees regarding the residential contract established between Santiago Canyon College's Upward Bound Math and Science program and California State University, Fullerton.

Fiscal Impact: Not to exceed \$25,000 (grant funded)	Board Date: May 6, 2013
Prepared by: Loretta M. Jordan, Associate Dean of Student Development, Santiago Canyon College	
Submitted by: Juan Vázquez, President, Santiago Canyon College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	



GRANT OF LICENSE BY CAMPUS PRESIDENT

**HOUSING AND RESIDENCE LIFE
CONFERENCE SERVICES - SUMMER 2013**

Agreement No. 13-0012

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

This license agreement made and entered into between the Trustees of the California State University, hereinafter called "TRUSTEES", through the President of California State University, Fullerton, hereinafter called the "CAMPUS" and The Rancho Santiago Community College District, acting for and on behalf of its Santiago Canyon College campus, represented by Peter Hardash, herein after referred to as the "LICENSEE", for the period from July 28, 2013 through August 8, 2013.

The use of Housing Facilities is subject to Articles 5 and 6 of Subchapter 5 of Chapter 1 of Part V (Sections 42000 through 42103) of Title 5 of the California Administrative Code.

WITNESSETH:

WHEREAS, the President of the CAMPUS finds that the property of the CAMPUS hereinafter described is not needed for CAMPUS purposes at the time or times covered by this license and that this license will not interfere with requirements of the CAMPUS; and WHEREAS, the LICENSEE desires to utilize that property of the CAMPUS.

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

GENERAL TERMS

TRUSTEES, for and in consideration of the agreements of the LICENSEE hereinafter expressed, hereby grant to LICENSEE permission to enter and have limited use of the facilities and property of CAMPUS described in this license, for the terms and at the times therein specified. The LICENSEE shall use the said property only for the purpose specified on its *Application for Use of Housing and Residence Life Facilities*. All provisions of General Terms apply unless specifically excluded. No estate in real property is conveyed by this Agreement.

Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

Amendment

If the parties wish to extend or alter this license or further provide for goods or services consonant with it, such arrangements must be confirmed in a written amendment signed by both parties and thereby becoming a part of this license. No oral agreement shall be binding.

Conduct and Supervision

LICENSEE will maintain order and provide protection for persons and properties, shall not permit a breach of peace or any act which might endanger life, limb, health or property, and, upon determination of necessity by CAMPUS at any time, shall provide or increase the number of police/security personnel, at LICENSEE's sole expense.

LICENSEE is responsible to supervise all personnel whom LICENSEE hires, and all media representatives. LICENSEE shall ensure that all participants are properly notified of campus parking requirements, rates, and available parking lots. CAMPUS reserves the right to eject or cause to be ejected any objectionable person or persons. Neither CAMPUS nor its officers or employees shall be liable to LICENSEE for consequential damages.

Nondiscrimination

LICENSEE covehants that during the term of this license, LICENSEE will not deny its benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor will it discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex. LICENSEE will insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. (Reference Government Code Section 12900 et seq.)

Right of Entry

It is understood and agreed that the CAMPUS and their agents have the right to enter the said licensed areas or any part thereof at any time for the purpose of examination or supervision, or for the purpose of making repairs and alterations thereto as may be determined necessary by the CAMPUS.

Declaration of Civil Defense

It is agreed that this License is subject to a declaration of Civil Defense need, state or national emergency, or prior CAMPUS need, and that nothing in this License may prevent CAMPUS from using any portion of its real property not specified in the Special Provisions. LICENSEE'S right to the use of any property will cease upon written notice by CAMPUS to LICENSEE that the property is needed for the exclusive use of CAMPUS to meet unanticipated demands of its educational objectives.

Quiet Possession

LICENSEE agrees to so organize its activities as to cause as little disruption as possible to other uses of adjacent areas, and not to interfere in any way with the regular operations of CAMPUS.

Use of University Name

It is expressly understood by LICENSEE that the name "California State University, Fullerton" may not be used without prior written approval of CAMPUS. It is further understood that CAMPUS is not sponsoring the activities of LICENSEE in any way but is only providing facilities and services as outlined in this license. LICENSEE will provide the CAMPUS with an advance copy of its proposed advertising for approval.

Assignment

It is mutually understood and agreed that this license is not assignable by LICENSEE, either in whole or in part, nor shall LICENSEE license or sublet any part of the said property.

Termination

This License may be terminated (a) by mutual consent in writing, (b) upon the determination by CAMPUS of a misrepresentation by LICENSEE, (c) due to LICENSEE'S failure to perform promptly any act required by this License, (d) upon the determination by CAMPUS of an academic or administrative necessity, or (e) by either party for any reason upon ninety (90) days written notice to the other party. CAMPUS has final authority over use of its licensed facilities.

If LICENSEE terminates this license ninety (90) days or more before the first date appearing in Part II hereof, all deposits to date will be refunded less a \$1,000 liquidated damages fee. If LICENSEE terminates this license less than ninety (90) days before the first date appearing in Part II hereof, all deposits will be forfeit as a liquidated damages fee. In the event that CAMPUS is unable to provide part or all of the facilities of services specified in this License, CAMPUS will give prompt notice to LICENSEE.

Insurance

CAMPUS requires evidence of insurance at all times during the term of this License and any extension thereof. Evidence of Insurance with policy endorsements must be provided *prior* to commencement of this License. LICENSEE is responsible for payment of all policy premiums and assessments.

The specific requirements are set forth below:

- General Liability: comprehensive or commercial form minimum limits each occurrence \$1,000,000, General Aggregate \$2,000,000, Products/Completed Operations Aggregate \$1,000,000
- Employer Liability: \$1,000,000
- Business Automobile Liability: minimum limits for Owned, Scheduled, Non-Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.
- Workers' Compensation: as required under California State Law with Employer's Liability \$1,000,000 (*Note: WC certificate or waiver is required for Sole Proprietors*).

All certificates of insurance issued to the University require the following:

Provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. Provide for Acceptability of Insurers rating, A.M. Best: A VII or equivalent unless otherwise agreed to by the University. Name the State of California, the Trustees of the California State University, the campus and the officers, employees, volunteers and agents of each of them as additional insureds, except for professional liability and workers' compensation insurance.

Possessory Interest

The Orange County Assessor may value the possessory interest created by this license. Under California Revenue and Taxation Code section 107, a property interest tax may be levied on that possessory interest. The LICENSEE is obligated to pay this property tax, and failure to do so may be considered a material breach of this license.

Taxes

LICENSEE shall bear in connection with the holding of an event at the facility, including, but not limited to, all costs arising from the use of patented, trademarked, or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated at the conduct of an event.

If event-related merchandise is to be sold, this must be arranged with CSUF Housing & Resident Life administrators. All sales are subject to the current California Sales Tax Rate for Orange County which be deducted from the gross sales, yielding adjusted gross sales. LICENSEE shall collect and pay all federal, state, local and county taxes, and all payroll taxes where applicable.

Indemnification

LICENSEE, to the fullest extent permitted by law, agrees to indemnify, defend and hold harmless the State of California, the TRUSTEES, the CAMPUS and their respective officers, agents, employees, and volunteers from any claim, action, damage, judgment, loss, liability, cost or expense, including reasonable attorney's fees and costs, arising out of or in any way connected with the performance of this Agreement, excluding however any claim, action, damage, judgment, loss, liability, cost or expense, including reasonable attorney's fees and costs, arising out of the sole negligence or willful misconduct of CAMPUS or its officers, agents, employees, or volunteers.

Limitation of Liability

CAMPUS assumes no responsibility for loss or theft of personal property, or damage to personal property of LICENSEE or any of its participants. CAMPUS assumes no liability whatever the cause for any property placed by LICENSEE or any of its guests/participants in CAMPUS buildings or property.

LODGING

A. Housing

Beginning the night of July 28, 2013 through the night of August 7, 2013

Without linen **With Linen** Without dining **With Dining (3 meals per day)**

B. Room assignments will be made by Licensee.

C. Keys will be checked out and in by Licensor.

D. Check-in times: (8:00 a.m.) on July 28, 2013

E. Check-out times: (5:00 p.m.) on August 8, 2013

LICENSEE will be charged an additional night of lodging for each person not checked out at agreed time.

FINANCIAL AGREEMENTS

A. Charges:

The charges for facilities and services listed above are subject to guaranteed head count numbers and shall be as follows:

1. The charge for lodging shall be:

2 hours \$100.00 /hr = \$200.00
(computer lab on Sunday 7/28/13 from 7:30-9:30pm)

4 people 8 days \$8.00 /day = \$256.00
(parking passes)

54 people X 6 nights X \$53.18 /night = \$17,230.08
(residence hall room and board)

54 people X 2 nights X \$39.18 /night = \$4,231.36
(residence hall room and board – breakfast and lunch)

54 people X 2 nights X \$21.18 /night = \$2,287.36
(residence hall rooms)

(29 apartments/residence hall rooms with 2 beds each)

TOTAL = \$24,204.79

2. There shall be a \$50.00 charge for each lost key, payable by the LICENSEE to CAMPUS. Keys not turned into the Housing and Residence Life Office within 72 hours after checkout will be considered lost.

3. All facilities of the residence halls are made available to all residence life students unless exclusively reserved for Conference. **No residence hall facilities have been exclusively reserved for this group; two computer labs (one seating 20 and one seating 30) and one classroom with moveable chairs have been reserved for July 28, 29, 30, 31 and August 1, 5, 6, 7, 8.**

4. Parking fees are not included and must be purchased separately. Free parking for buses is allowed in an assigned lot.

B. Payment:

**MAKE CHECK PAYABLE TO: California State University Fullerton – Housing
Account # 504802 THOPR 10130**

Deposit Due Date (25%): May 28, 2013

Payment Due Date: September 7, 2013

C. Final Billing:

CAMPUS will provide LICENSEE with a bill listing all charges and credits for the conference. LICENSEE will pay CAMPUS for all unpaid charges within thirty (30) days after receipt of the bill. If payment is not received as stated above, service charges of one and one-half (1-1/2) percent per month will be charged on the unpaid balance. California State University campuses and the Chancellor's Office agree to process payment by Cash Posting Order.

DAMAGES:

Prior to check-in and just after checkout, LICENSEE or its designee may make an inspection of the assigned residence halls and/or apartments in order to confirm conditions with a CAMPUS Housing Office staff member. A written report of each of these inspections will be made as a reference for any damages/repairs that may be billed after the conference. LICENSEE agrees that all participants are under the direct and complete supervision and control of LICENSEE. As such, LICENSEE is liable for all

damages resulting from participant utilization of the facilities and services provided by CAMPUS. LICENSEE will also reimburse CAMPUS for all damages to facilities and services of CAMPUS resulting from the use of those facilities and services by LICENSEE and/or its participants. In addition, the terms and conditions of this agreement do not require CAMPUS to relinquish its control of its facilities and services to LICENSEE. CAMPUS retains the right to require LICENSEE, or any of its participants, to leave CAMPUS licensed facilities if CAMPUS determines that circumstances require it.

D. Guarantee:

LICENSEE will provide CAMPUS with guaranteed numbers for lodging no later than **ten (10)** working days before the first date appearing in Part II hereof. The charges for which LICENSEE will be liable will be based on said guaranteed numbers or actual head counts subject to the following:

1. Amounts of charges shall be no less than 95% of the amount computed using the guaranteed numbers for head counts; and
2. CAMPUS does not guarantee availability of lodging in excess of that required for 105% of said guaranteed numbers for head counts.

ADDITIONS OR DELETIONS:

Any additional facilities and/or services **not specified in License are subject to additional charges.** These charges will be included in the balance due in the bill presented to LICENSEE by CAMPUS pursuant to Part III, C hereof. Otherwise, any additions to and/or deletions from this License must be initialed and dated by both parties to be valid. All documents must be signed and initialed by the same individual.

LICENSOR REGULATIONS:

LICENSEE is required to adhere to CAMPUS policies, regulations, guidelines, and all **applicable** local, state and federal laws concerning health, safety and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using CAMPUS licensed facilities and services, or termination of this license. CAMPUS regulations include, but are not limited to, the following in CAMPUS buildings and property:

- A. Shared rooms are reserved for married couples or occupants of the same sex.
- B. All individuals will abide by California law, federal law and CAMPUS regulations regarding intoxicants, narcotics and drugs. Alcohol is allowed only inside suites and in accordance with California Law.
- C. Firearms, weapons, ammunition, fireworks, explosives and highly flammable materials are not allowed within the residence hall buildings or on the grounds.
- D. Bicycles are not allowed in rooms, study rooms or stairwells.
- E. Remodeling or renovating of rooms or furniture, tampering with the electrical or mechanical fixtures in the rooms, placement of antennas for radios, television, etc. out of the windows, removal of or addition of furniture without prior arrangement with the Director of Housing and Residence Life, or designee, is not permitted.
- F. Attaching any object to any CAMPUS premise by nail, screw, or alteration of the premises in any manner whatsoever without the prior permission of the Director of Housing and Residence Life, or designee, is not permitted.
- G. Parking in the service or fire lanes adjacent to the residence halls is not allowed.
- H. Tampering with or removal of windows or window screens from any part of any building is not allowed.
- I. Tampering with the fire system or with firefighting equipment is a misdemeanor and is punishable by a \$1,000.00 fine or six (6) months in jail.
- J. Removal of lounge or common area furniture into individual rooms is not allowed and vice versa.

K. Gambling or solicitation in any form is not permitted.

L. California State University, Fullerton is a "No Smoking" campus. Smoking is not permitted in any building.

M. No pets allowed. Seeing Eye, Signal Dogs for the hearing impaired, or Canine Companion trained dogs for the physically disabled are an exception to this rule.

N. No participant or guest of a participant, under the age of 16 should be left unattended in suite.

CAMPUS AUTHORITY:

CAMPUS may exercise the following rights at its sole reasonable discretion:

A. Enter any room for the purpose of inspection, repair (upon prior notice), or emergency.

B. Reassign residents within a residence hall, after timely notification, in order to accomplish necessary repairs and renovation to the building.

C. Revoke the campus privilege including residency in or utilization of any buildings by any occupant whose conduct becomes injurious or potentially injurious to the academic community.

PARENTAL RELEASE AND SUPERVISION OF YOUTH:

Upon arrival LICENSEE agrees that every minor child, unaccompanied by a parent, shall have on file with CAMPUS a medical release for hospital treatment or treatment by a physician, signed by one or both of the child's parents, to allow for treatment should accident or injury occur. One live-in chaperone is required per five (5) participants under 16 years old and one (1) per 10 participants for ages 16-18.

CURTAILMENT:

In the event that CAMPUS housing buildings, property or facilities are destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, LICENSEE is obligated to pay only for those services, activities and events which occurred prior to said casualty or circumstance. LICENSEE hereby waives any claim for damages or compensation resulting from fire, casualty, or other circumstances causing curtailment of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the authorized parties, hereto, upon the dates indicated below.

CALIFORNIA STATE UNIVERSITY
FULLERTON

The Rancho Santiago Community College
District

Licensee Name

Sally Yassine
Associate Director
Contracts and Procurement

Peter Hardash
Vice Chancellor, Business Operations & Fiscal Services

Date

Date

Housing and Residence Life

California State University Fullerton

1509 East Campus Drive
Fullerton, CA 92834
Phone (657) 278-2168 Fax (657) 278-3994

Date: April 24, 2013
Invoice Number: 13-0012

Bill To:

Santiago Canyon College
Attn. Roslyn Soto
Upward Bound Math and Science
8045 East Chapman Ave
Orange, CA 92689-4512
(714) 628-5011

Comments or Special Instructions:

Guaranteed attendance: 50 Students (double occupancy), 4 staff (single occupancy)
Staff check-in July 28 at 8am, Student check-in July 28 at 5pm; Staff check-out August 8 at 8pm, Student check-out August 8 at 5pm
Checking out for the weekend August 2 - August 3
Reservations are needed as follows:
July 28 - a computer lab from 7:30-9:30pm
July 29, 30, 31, Aug 1, 5, 6, 7, 8 - a computer lab and study area reserved from 8:30am-12 noon and a classroom with moveable chairs from 1:30-5:30pm

Description				AMOUNT
Conference Check In Date: July 28, 2013				
Conference Check Out Date: August 8, 2013				
	# of people	# of nights	Rate	
Guaranteed Attendance:	54			
Residence Hall Rooms 7/28, 8/4	54	2	\$ 21.18	\$2,287.36
Residence Hall Room & Board (Breakfast and Lunch) 8/1, 8/8	54	2	\$ 39.18	4,231.36
Residence Hall Room & Board 7/29, 7/30, 7/31, 8/5, 8/6, 8/7	54	6	\$ 53.18	\$17,230.08
Parking Passes	4	8	\$ 8.00	\$256.00
Computer Lab 7/28			\$ -	\$200.00
Computer Labs 7/29, 7/30, 7/31, 8/1, 8/5, 8/6, 8/7, 8/8			\$ -	\$0.00
Classroom 7/29, 7/30, 7/31, 8/1, 8/5, 8/6, 8/7, 8/8			\$ -	\$0.00
Total				\$24,204.79
Deposit= 25% of overall conference to secure facility. Due by: May 28, 2013				6,051.20
Total Amount Due by: September 7, 2013				\$18,153.59

Residence Hall Room and Board Description:

Room includes linen (sheets, towels, blankets, pillows and pillowcases for each guest).
Weekday custodial service provided in the bathrooms and common areas.
One large activity room with cable TV and gaming table on each floor.
Unless otherwise noted, Board includes 3 all-you-care-to-eat meals per day.

If you have any questions concerning this quotation, contact Fred Lipscomb, flipscomb@fullerton.edu, 657-278-2168

Please make payments to: **California State University Fullerton**

THANK YOU FOR YOUR BUSINESS!

Check Registers Submitted for Approval
 Checks Written for Period 04/06/13 thru 04/26/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56383	General Fund Unrestricted	60,307.80	0.00	60,307.80	92*0347306	92*0347390
56384	General Fund Unrestricted	68,716.51	0.00	68,716.51	92*0347391	92*0347451
56385	General Fund Unrestricted	170,521.00	0.00	170,521.00	92*0347452	92*0347536
56386	General Fund Unrestricted	100,569.00	0.00	100,569.00	92*0347537	92*0347620
56387	General Fund Unrestricted	79,317.44	0.00	79,317.44	92*0347621	92*0347704
56388	General Fund Unrestricted	42,823.00	0.00	42,823.00	92*0347705	92*0347748
56416	General Fund Unrestricted	2,728.06	0.00	2,728.06	92*0347892	92*0347898
56418	General Fund Unrestricted	2,406.18	0.00	2,406.18	92*0347900	92*0347905
56419	General Fund Unrestricted	725.65	0.00	725.65	92*0347906	92*0347911
56420	General Fund Unrestricted	1,350.00	0.00	1,350.00	92*0347912	92*0347921
56421	General Fund Unrestricted	355.00	0.00	355.00	92*0347922	92*0347922
56427	General Fund Unrestricted	3,825.00	0.00	3,825.00	92*0347963	92*0347963
56429	General Fund Unrestricted	4,453.90	0.00	4,453.90	92*0347966	92*0347973
56431	General Fund Unrestricted	2,992.69	0.00	2,992.69	92*0347979	92*0347984
56432	General Fund Unrestricted	792.58	0.00	792.58	92*0347985	92*0347990
56433	General Fund Unrestricted	36.78	0.00	36.78	92*0347995	92*0347996
56437	General Fund Unrestricted	1,460.80	0.00	1,460.80	92*0348007	92*0348014
56441	General Fund Unrestricted	1,404.00	0.00	1,404.00	92*0348020	92*0348025
56442	General Fund Unrestricted	3,523.56	0.00	3,523.56	92*0348026	92*0348030
56443	General Fund Unrestricted	2,963.71	0.00	2,963.71	92*0348032	92*0348040
56444	General Fund Unrestricted	18,079.72	0.00	18,079.72	92*0348042	92*0348045
56445	General Fund Unrestricted	1,170.25	0.00	1,170.25	92*0348049	92*0348049
56447	General Fund Unrestricted	408.28	0.00	408.28	92*0348057	92*0348060
56454	General Fund Unrestricted	819.49	0.00	819.49	92*0348083	92*0348089
56455	General Fund Unrestricted	2,796.24	0.00	2,796.24	92*0348094	92*0348095
56456	General Fund Unrestricted	1,178.37	0.00	1,178.37	92*0348097	92*0348103
56457	General Fund Unrestricted	2,734.46	0.00	2,734.46	92*0348104	92*0348109
56458	General Fund Unrestricted	1,824.06	0.00	1,824.06	92*0348112	92*0348112
56462	General Fund Unrestricted	2,402.00	0.00	2,402.00	92*0348146	92*0348153
56467	General Fund Unrestricted	973.49	0.00	973.49	92*0348170	92*0348173
56469	General Fund Unrestricted	1,198.86	0.00	1,198.86	92*0348186	92*0348186
56470	General Fund Unrestricted	1,684.78	0.00	1,684.78	92*0348187	92*0348191
56471	General Fund Unrestricted	3,349.24	0.00	3,349.24	92*0348192	92*0348196
56472	General Fund Unrestricted	2,694.00	0.00	2,694.00	92*0348197	92*0348201
56473	General Fund Unrestricted	3,685.54	0.00	3,685.54	92*0348202	92*0348206
56474	General Fund Unrestricted	1,507.25	0.00	1,507.25	92*0348207	92*0348212
56475	General Fund Unrestricted	38,152.62	0.00	38,152.62	92*0348213	92*0348213
56480	General Fund Unrestricted	1,700.33	0.00	1,700.33	92*0348231	92*0348238
56481	General Fund Unrestricted	753.65	0.00	753.65	92*0348239	92*0348241
56482	General Fund Unrestricted	123.38	0.00	123.38	92*0348246	92*0348246
56483	General Fund Unrestricted	488.51	0.00	488.51	92*0348253	92*0348254

Check Registers Submitted for Approval
 Checks Written for Period 04/06/13 thru 04/26/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56484	General Fund Unrestricted	868.80	0.00	868.80	92*0348260	92*0348265
56485	General Fund Unrestricted	1,725.20	0.00	1,725.20	92*0348269	92*0348269
56486	General Fund Unrestricted	11,355.00	0.00	11,355.00	92*0348273	92*0348275
56489	General Fund Unrestricted	2,235.04	0.00	2,235.04	92*0348287	92*0348293
56490	General Fund Unrestricted	1,358.02	0.00	1,358.02	92*0348296	92*0348297
56493	General Fund Unrestricted	58,925.87	0.00	58,925.87	92*0348314	92*0348315
56494	General Fund Unrestricted	1,984.20	0.00	1,984.20	92*0348316	92*0348321
56496	General Fund Unrestricted	475.00	0.00	475.00	92*0348327	92*0348327
56497	General Fund Unrestricted	2,217.37	0.00	2,217.37	92*0348331	92*0348339
56498	General Fund Unrestricted	1,206.51	0.00	1,206.51	92*0348343	92*0348343
56502	General Fund Unrestricted	77,981.20	0.00	77,981.20	92*0348347	92*0348431
56503	General Fund Unrestricted	72,474.00	0.00	72,474.00	92*0348432	92*0348515
56504	General Fund Unrestricted	78,237.69	0.00	78,237.69	92*0348516	92*0348599
56505	General Fund Unrestricted	75,943.00	0.00	75,943.00	92*0348600	92*0348683
56506	General Fund Unrestricted	78,275.00	0.00	78,275.00	92*0348684	92*0348767
56507	General Fund Unrestricted	77,841.61	0.00	77,841.61	92*0348768	92*0348851
56508	General Fund Unrestricted	86,746.00	0.00	86,746.00	92*0348852	92*0348935
56509	General Fund Unrestricted	83,027.00	0.00	83,027.00	92*0348936	92*0349019
56510	General Fund Unrestricted	81,000.00	0.00	81,000.00	92*0349020	92*0349103
56511	General Fund Unrestricted	74,789.00	0.00	74,789.00	92*0349104	92*0349187
56512	General Fund Unrestricted	83,397.74	0.00	83,397.74	92*0349188	92*0349271
56513	General Fund Unrestricted	87,386.58	0.00	87,386.58	92*0349272	92*0349355
56514	General Fund Unrestricted	82,437.62	0.00	82,437.62	92*0349356	92*0349439
56515	General Fund Unrestricted	78,082.66	0.00	78,082.66	92*0349440	92*0349523
56516	General Fund Unrestricted	112,412.63	0.00	112,412.63	92*0349524	92*0349631
56518	General Fund Unrestricted	1,645.55	0.00	1,645.55	92*0349635	92*0349641
56519	General Fund Unrestricted	5,600.04	0.00	5,600.04	92*0349642	92*0349645
56522	General Fund Unrestricted	1,078.50	0.00	1,078.50	92*0349654	92*0349655
56524	General Fund Unrestricted	61,383.89	0.00	61,383.89	92*0349659	92*0349743
56525	General Fund Unrestricted	71,555.00	0.00	71,555.00	92*0349744	92*0349827
56526	General Fund Unrestricted	76,519.00	0.00	76,519.00	92*0349828	92*0349911
56527	General Fund Unrestricted	77,282.35	0.00	77,282.35	92*0349912	92*0349995
56528	General Fund Unrestricted	73,054.53	0.00	73,054.53	92*0349996	92*0350079
56529	General Fund Unrestricted	74,268.37	0.00	74,268.37	92*0350080	92*0350163
56530	General Fund Unrestricted	50,826.00	0.00	50,826.00	92*0350164	92*0350247
56531	General Fund Unrestricted	29,039.00	0.00	29,039.00	92*0350248	92*0350331
56532	General Fund Unrestricted	82,490.00	0.00	82,490.00	92*0350332	92*0350415
56533	General Fund Unrestricted	82,297.11	0.00	82,297.11	92*0350416	92*0350499
56534	General Fund Unrestricted	85,033.20	0.00	85,033.20	92*0350500	92*0350583
56535	General Fund Unrestricted	84,873.15	0.00	84,873.15	92*0350584	92*0350667
56536	General Fund Unrestricted	76,829.00	0.00	76,829.00	92*0350668	92*0350751

Check Registers Submitted for Approval
 Checks Written for Period 04/06/13 thru 04/26/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56537	General Fund Unrestricted	89,106.00	0.00	89,106.00	92*0350752	92*0350835
56538	General Fund Unrestricted	76,083.96	0.00	76,083.96	92*0350836	92*0350919
56539	General Fund Unrestricted	84,370.85	0.00	84,370.85	92*0350920	92*0351003
56540	General Fund Unrestricted	90,258.00	0.00	90,258.00	92*0351004	92*0351087
56541	General Fund Unrestricted	88,613.00	0.00	88,613.00	92*0351088	92*0351171
56542	General Fund Unrestricted	76,451.00	0.00	76,451.00	92*0351172	92*0351255
56543	General Fund Unrestricted	82,402.00	0.00	82,402.00	92*0351256	92*0351339
56544	General Fund Unrestricted	79,410.61	0.00	79,410.61	92*0351340	92*0351439
56545	General Fund Unrestricted	84,108.00	0.00	84,108.00	92*0351440	92*0351523
56546	General Fund Unrestricted	89,591.70	0.00	89,591.70	92*0351524	92*0351607
56547	General Fund Unrestricted	92,895.70	0.00	92,895.70	92*0351608	92*0351691
56548	General Fund Unrestricted	88,603.98	0.00	88,603.98	92*0351692	92*0351775
56549	General Fund Unrestricted	87,628.00	0.00	87,628.00	92*0351776	92*0351859
56550	General Fund Unrestricted	88,297.50	0.00	88,297.50	92*0351860	92*0351943
56551	General Fund Unrestricted	86,433.00	0.00	86,433.00	92*0351944	92*0352027
56552	General Fund Unrestricted	77,650.20	0.00	77,650.20	92*0352028	92*0352111
56553	General Fund Unrestricted	84,194.00	0.00	84,194.00	92*0352112	92*0352195
56554	General Fund Unrestricted	83,120.00	0.00	83,120.00	92*0352196	92*0352279
56555	General Fund Unrestricted	82,249.97	0.00	82,249.97	92*0352280	92*0352363
56556	General Fund Unrestricted	82,122.45	0.00	82,122.45	92*0352364	92*0352441
56557	General Fund Unrestricted	84,858.08	0.00	84,858.08	92*0352442	92*0352526
56558	General Fund Unrestricted	100,234.00	0.00	100,234.00	92*0352527	92*0352599
56561	General Fund Unrestricted	6,458.53	0.00	6,458.53	92*0352611	92*0352617
56562	General Fund Unrestricted	303.75	0.00	303.75	92*0352618	92*0352618
56563	General Fund Unrestricted	3,646.31	0.00	3,646.31	92*0352626	92*0352632
56564	General Fund Unrestricted	2,390.07	0.00	2,390.07	92*0352633	92*0352639
56568	General Fund Unrestricted	4,165.49	0.00	4,165.49	92*0352664	92*0352667
56569	General Fund Unrestricted	2,286.17	0.00	2,286.17	92*0352668	92*0352674
56570	General Fund Unrestricted	15,146.92	0.00	15,146.92	92*0352676	92*0352677
56571	General Fund Unrestricted	738.82	0.00	738.82	92*0352682	92*0352686
56573	General Fund Unrestricted	3,654.00	0.00	3,654.00	92*0352693	92*0352699
56578	General Fund Unrestricted	1,275.78	0.00	1,275.78	92*0352719	92*0352722
56579	General Fund Unrestricted	1,578.50	0.00	1,578.50	92*0352724	92*0352728
56581	General Fund Unrestricted	1,551.48	0.00	1,551.48	92*0352731	92*0352737
56582	General Fund Unrestricted	15,368.00	0.00	15,368.00	92*0352740	92*0352741
56593	General Fund Unrestricted	3,939.73	0.00	3,939.73	92*0352802	92*0352808
56594	General Fund Unrestricted	51.00	0.00	51.00	92*0352812	92*0352812
56595	General Fund Unrestricted	360.00	0.00	360.00	92*0352823	92*0352823
56597	General Fund Unrestricted	2,007.56	0.00	2,007.56	92*0352829	92*0352831
56602	General Fund Unrestricted	7,642.97	0.00	7,642.97	92*0352848	92*0352853
56603	General Fund Unrestricted	23,450.55	0.00	23,450.55	92*0352854	92*0352857

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56604	General Fund Unrestricted	27,268.56	0.00	27,268.56	92*0352860	92*0352862
56605	General Fund Unrestricted	1,620.26	0.00	1,620.26	92*0352863	92*0352870
56607	General Fund Unrestricted	2,662.08	0.00	2,662.08	92*0352879	92*0352890
56613	General Fund Unrestricted	2,051.00	0.00	2,051.00	92*0352912	92*0352919
56620	General Fund Unrestricted	31,576.28	0.00	31,576.28	92*0353260	92*0353270
56621	General Fund Unrestricted	1,066.85	0.00	1,066.85	92*0353272	92*0353276
56622	General Fund Unrestricted	742.95	0.00	742.95	92*0353279	92*0353280
56623	General Fund Unrestricted	18,382.46	0.00	18,382.46	92*0353281	92*0353281
56624	General Fund Unrestricted	3,850.51	0.00	3,850.51	92*0353284	92*0353290
Total Fund 11 General Fund Unrestricted		<u>\$4,949,073.19</u>	<u>\$0.00</u>	<u>\$4,949,073.19</u>		

Check Registers Submitted for Approval
 Checks Written for Period 04/06/13 thru 04/26/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56413	General Fund Restricted	2,013.12	0.00	2,013.12	92*0347868	92*0347874
56414	General Fund Restricted	3,574.26	0.00	3,574.26	92*0347875	92*0347881
56415	General Fund Restricted	825.00	0.00	825.00	92*0347882	92*0347890
56416	General Fund Restricted	5,258.47	0.00	5,258.47	92*0347891	92*0347896
56421	General Fund Restricted	1,520.00	0.00	1,520.00	92*0347923	92*0347935
56422	General Fund Restricted	8,363.19	0.00	8,363.19	92*0347936	92*0347941
56426	General Fund Restricted	78,226.01	0.00	78,226.01	92*0347961	92*0347962
56430	General Fund Restricted	1,682.07	0.00	1,682.07	92*0347974	92*0347978
56432	General Fund Restricted	374.60	0.00	374.60	92*0347986	92*0347988
56433	General Fund Restricted	300.00	0.00	300.00	92*0347991	92*0347994
56434	General Fund Restricted	325.00	0.00	325.00	92*0347997	92*0347997
56435	General Fund Restricted	1,750.62	0.00	1,750.62	92*0347998	92*0348004
56436	General Fund Restricted	5,118.92	0.00	5,118.92	92*0348005	92*0348006
56441	General Fund Restricted	1,123.74	0.00	1,123.74	92*0348019	92*0348023
56442	General Fund Restricted	601.02	0.00	601.02	92*0348031	92*0348031
56444	General Fund Restricted	5,845.50	0.00	5,845.50	92*0348041	92*0348046
56445	General Fund Restricted	4,929.84	0.00	4,929.84	92*0348047	92*0348051
56446	General Fund Restricted	911.74	0.00	911.74	92*0348052	92*0348056
56447	General Fund Restricted	973.96	0.00	973.96	92*0348058	92*0348059
56453	General Fund Restricted	4,894.54	0.00	4,894.54	92*0348080	92*0348082
56454	General Fund Restricted	2,267.80	0.00	2,267.80	92*0348084	92*0348090
56455	General Fund Restricted	3,650.00	0.00	3,650.00	92*0348093	92*0348096
56456	General Fund Restricted	1,058.53	0.00	1,058.53	92*0348099	92*0348101
56457	General Fund Restricted	429.54	0.00	429.54	92*0348105	92*0348105
56458	General Fund Restricted	7,446.74	0.00	7,446.74	92*0348110	92*0348113
56459	General Fund Restricted	3,200.00	0.00	3,200.00	92*0348114	92*0348121
56460	General Fund Restricted	1,920.00	0.00	1,920.00	92*0348122	92*0348133
56461	General Fund Restricted	1,920.00	0.00	1,920.00	92*0348134	92*0348145
56467	General Fund Restricted	1,030.94	0.00	1,030.94	92*0348174	92*0348175
56468	General Fund Restricted	1,205.73	0.00	1,205.73	92*0348176	92*0348180
56469	General Fund Restricted	12,886.64	0.00	12,886.64	92*0348181	92*0348185
56472	General Fund Restricted	338.58	0.00	338.58	92*0348199	92*0348199
56476	General Fund Restricted	1,905.38	0.00	1,905.38	92*0348214	92*0348221
56477	General Fund Restricted	13,817.00	0.00	13,817.00	92*0348223	92*0348224
56481	General Fund Restricted	718.48	0.00	718.48	92*0348240	92*0348244
56482	General Fund Restricted	289.10	0.00	289.10	92*0348245	92*0348252
56483	General Fund Restricted	820.67	0.00	820.67	92*0348255	92*0348259
56484	General Fund Restricted	696.06	0.00	696.06	92*0348263	92*0348266
56485	General Fund Restricted	7,259.28	0.00	7,259.28	92*0348267	92*0348272
56486	General Fund Restricted	5,500.00	0.00	5,500.00	92*0348276	92*0348277
56487	General Fund Restricted	2,746.73	0.00	2,746.73	92*0348278	92*0348284

Check Registers Submitted for Approval
 Checks Written for Period 04/06/13 thru 04/26/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56488	General Fund Restricted	25,000.00	0.00	25,000.00	92*0348286	92*0348286
56489	General Fund Restricted	688.11	0.00	688.11	92*0348289	92*0348290
56490	General Fund Restricted	278.32	0.00	278.32	92*0348294	92*0348294
56491	General Fund Restricted	2,578.40	0.00	2,578.40	92*0348298	92*0348305
56492	General Fund Restricted	1,050.99	0.00	1,050.99	92*0348306	92*0348313
56496	General Fund Restricted	1,840.00	0.00	1,840.00	92*0348328	92*0348330
56498	General Fund Restricted	3,250.00	0.00	3,250.00	92*0348340	92*0348340
56518	General Fund Restricted	840.76	0.00	840.76	92*0349636	92*0349640
56519	General Fund Restricted	8,500.00	0.00	8,500.00	92*0349643	92*0349644
56520	General Fund Restricted	2,577.45	0.00	2,577.45	92*0349646	92*0349652
56560	General Fund Restricted	3,264.72	0.00	3,264.72	92*0352605	92*0352610
56561	General Fund Restricted	5,032.00	0.00	5,032.00	92*0352612	92*0352615
56562	General Fund Restricted	4,033.31	0.00	4,033.31	92*0352619	92*0352625
56565	General Fund Restricted	2,159.21	0.00	2,159.21	92*0352641	92*0352646
56566	General Fund Restricted	2,101.62	0.00	2,101.62	92*0352647	92*0352652
56567	General Fund Restricted	561.50	0.00	561.50	92*0352654	92*0352660
56568	General Fund Restricted	15,274.76	0.00	15,274.76	92*0352661	92*0352665
56570	General Fund Restricted	2,619.62	0.00	2,619.62	92*0352675	92*0352680
56571	General Fund Restricted	769.50	0.00	769.50	92*0352684	92*0352684
56572	General Fund Restricted	7,332.48	0.00	7,332.48	92*0352687	92*0352692
56576	General Fund Restricted	3,816.90	0.00	3,816.90	92*0352710	92*0352712
56578	General Fund Restricted	739.75	0.00	739.75	92*0352717	92*0352723
56581	General Fund Restricted	2,118.95	0.00	2,118.95	92*0352734	92*0352736
56582	General Fund Restricted	5,083.61	0.00	5,083.61	92*0352739	92*0352744
56583	General Fund Restricted	99,120.36	0.00	99,120.36	92*0352745	92*0352749
56591	General Fund Restricted	4,572.57	0.00	4,572.57	92*0352790	92*0352796
56594	General Fund Restricted	1,094.51	0.00	1,094.51	92*0352809	92*0352815
56595	General Fund Restricted	3,130.35	0.00	3,130.35	92*0352816	92*0352822
56596	General Fund Restricted	59,765.88	0.00	59,765.88	92*0352824	92*0352825
56597	General Fund Restricted	6,939.85	0.00	6,939.85	92*0352826	92*0352830
56598	General Fund Restricted	1,071.12	0.00	1,071.12	92*0352832	92*0352839
56602	General Fund Restricted	3,315.53	0.00	3,315.53	92*0352850	92*0352852
56604	General Fund Restricted	22,245.98	0.00	22,245.98	92*0352858	92*0352859
56606	General Fund Restricted	3,020.67	0.00	3,020.67	92*0352871	92*0352878
56607	General Fund Restricted	1,639.06	0.00	1,639.06	92*0352881	92*0352885
56612	General Fund Restricted	601.54	0.00	601.54	92*0352906	92*0352911
56614	General Fund Restricted	8,573.95	0.00	8,573.95	92*0352920	92*0352920
56621	General Fund Restricted	2,642.03	0.00	2,642.03	92*0353271	92*0353274
56622	General Fund Restricted	375.73	0.00	375.73	92*0353277	92*0353277
56623	General Fund Restricted	20,000.00	0.00	20,000.00	92*0353282	92*0353282
56624	General Fund Restricted	6,723.45	0.00	6,723.45	92*0353283	92*0353287

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
Total Fund 12 General Fund Restricted		<u>\$546,063.34</u>	<u>\$0.00</u>	<u>\$546,063.34</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56417	GF Unrestricted One-Time Func	16,194.34	0.00	16,194.34	92*0347899	92*0347899
56427	GF Unrestricted One-Time Func	13,000.00	0.00	13,000.00	92*0347964	92*0347964
56428	GF Unrestricted One-Time Func	23,638.50	0.00	23,638.50	92*0347965	92*0347965
56454	GF Unrestricted One-Time Func	200.00	0.00	200.00	92*0348091	92*0348091
56455	GF Unrestricted One-Time Func	1,034.51	0.00	1,034.51	92*0348092	92*0348092
56477	GF Unrestricted One-Time Func	9,957.60	0.00	9,957.60	92*0348222	92*0348222
56479	GF Unrestricted One-Time Func	87,134.01	0.00	87,134.01	92*0348227	92*0348230
56486	GF Unrestricted One-Time Func	4,130.00	0.00	4,130.00	92*0348274	92*0348274
56488	GF Unrestricted One-Time Func	110,652.35	0.00	110,652.35	92*0348285	92*0348285
56490	GF Unrestricted One-Time Func	245.08	0.00	245.08	92*0348295	92*0348295
56498	GF Unrestricted One-Time Func	10,628.24	0.00	10,628.24	92*0348341	92*0348342
56517	GF Unrestricted One-Time Func	17,845.47	0.00	17,845.47	92*0349632	92*0349634
56521	GF Unrestricted One-Time Func	361,245.50	0.00	361,245.50	92*0349653	92*0349653
56559	GF Unrestricted One-Time Func	14,326.24	0.00	14,326.24	92*0352600	92*0352604
56565	GF Unrestricted One-Time Func	556.14	0.00	556.14	92*0352640	92*0352640
56566	GF Unrestricted One-Time Func	671.86	0.00	671.86	92*0352649	92*0352653
56571	GF Unrestricted One-Time Func	888.00	0.00	888.00	92*0352681	92*0352681
56577	GF Unrestricted One-Time Func	33,599.34	0.00	33,599.34	92*0352713	92*0352716
56580	GF Unrestricted One-Time Func	21,402.13	0.00	21,402.13	92*0352729	92*0352730
56581	GF Unrestricted One-Time Func	350.00	0.00	350.00	92*0352738	92*0352738
56582	GF Unrestricted One-Time Func	5,400.00	0.00	5,400.00	92*0352742	92*0352742
56592	GF Unrestricted One-Time Func	70,919.77	0.00	70,919.77	92*0352797	92*0352801
56608	GF Unrestricted One-Time Func	169,459.40	0.00	169,459.40	92*0352891	92*0352891
56622	GF Unrestricted One-Time Func	1,074.00	0.00	1,074.00	92*0353278	92*0353278
Total Fund 13 GF Unrestricted One-Time		<u>\$974,552.48</u>	<u>\$0.00</u>	<u>\$974,552.48</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56423	Child Development Fund	2,229.61	0.00	2,229.61	92*0347942	92*0347948
56424	Child Development Fund	14,784.99	0.00	14,784.99	92*0347949	92*0347956
56463	Child Development Fund	1,996.81	0.00	1,996.81	92*0348154	92*0348157
56495	Child Development Fund	1,356.99	0.00	1,356.99	92*0348322	92*0348326
56499	Child Development Fund	7,986.00	0.00	7,986.00	92*0348344	92*0348344
56574	Child Development Fund	2,421.82	0.00	2,421.82	92*0352700	92*0352706
56584	Child Development Fund	3,584.56	0.00	3,584.56	92*0352750	92*0352756
56585	Child Development Fund	816.32	0.00	816.32	92*0352757	92*0352765
56586	Child Development Fund	5,460.00	0.00	5,460.00	92*0352766	92*0352767
56609	Child Development Fund	5,313.90	0.00	5,313.90	92*0352892	92*0352896
56625	Child Development Fund	2,509.16	0.00	2,509.16	92*0353291	92*0353294
Total Fund 33 Child Development Fund		<u>\$48,460.16</u>	<u>\$0.00</u>	<u>\$48,460.16</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56438	Capital Outlay Projects Fund	58,456.25	0.00	58,456.25	92*0348015	92*0348016
56466	Capital Outlay Projects Fund	86,972.00	0.00	86,972.00	92*0348164	92*0348169
56478	Capital Outlay Projects Fund	17,289.08	0.00	17,289.08	92*0348225	92*0348226
56575	Capital Outlay Projects Fund	4,988.67	0.00	4,988.67	92*0352707	92*0352709
56590	Capital Outlay Projects Fund	192,519.59	0.00	192,519.59	92*0352786	92*0352789
Total Fund 41 Capital Outlay Projects Fu		<u>\$360,225.59</u>	<u>\$0.00</u>	<u>\$360,225.59</u>		

Check Registers Submitted for Approval
 Checks Written for Period 04/06/13 thru 04/26/13

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56425	Bond Fund, Measure E	5,632.79	0.00	5,632.79	92*0347957	92*0347960
56448	Bond Fund, Measure E	32,721.84	0.00	32,721.84	92*0348061	92*0348067
56449	Bond Fund, Measure E	487,324.75	0.00	487,324.75	92*0348068	92*0348073
56450	Bond Fund, Measure E	132,061.26	0.00	132,061.26	92*0348074	92*0348077
56451	Bond Fund, Measure E	5,880.00	0.00	5,880.00	92*0348078	92*0348078
56452	Bond Fund, Measure E	62,710.73	0.00	62,710.73	92*0348079	92*0348079
56464	Bond Fund, Measure E	212,260.98	0.00	212,260.98	92*0348158	92*0348161
56465	Bond Fund, Measure E	113,955.59	0.00	113,955.59	92*0348162	92*0348163
56500	Bond Fund, Measure E	647.66	0.00	647.66	92*0348345	92*0348345
56523	Bond Fund, Measure E	28,251.45	0.00	28,251.45	92*0349656	92*0349658
56587	Bond Fund, Measure E	6,992.20	0.00	6,992.20	92*0352768	92*0352773
56588	Bond Fund, Measure E	81,626.55	0.00	81,626.55	92*0352774	92*0352778
56589	Bond Fund, Measure E	81,297.89	0.00	81,297.89	92*0352779	92*0352785
56599	Bond Fund, Measure E	135,716.12	0.00	135,716.12	92*0352840	92*0352843
56610	Bond Fund, Measure E	130,362.50	0.00	130,362.50	92*0352897	92*0352900
56611	Bond Fund, Measure E	51,509.75	0.00	51,509.75	92*0352901	92*0352905
56626	Bond Fund, Measure E	42,609.40	0.00	42,609.40	92*0353295	92*0353295
Total Fund 42 Bond Fund, Measure E		<u>\$1,611,561.46</u>	<u>\$0.00</u>	<u>\$1,611,561.46</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56440	Property and Liability Fund	5,307.25	0.00	5,307.25	92*0348018	92*0348018
56501	Property and Liability Fund	2,383.53	0.00	2,383.53	92*0348346	92*0348346
56600	Property and Liability Fund	16,055.66	0.00	16,055.66	92*0352844	92*0352846
Total Fund 61 Property and Liability Fund		<u><u>\$23,746.44</u></u>	<u><u>\$0.00</u></u>	<u><u>\$23,746.44</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
56439	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0348017	92*0348017
Total Fund 62 Workers' Compensation Fu		<u>1,837.50</u>	<u>0.00</u>	<u>1,837.50</u>		

56601	Student Financial Aid Fund	194.10	0.00	194.10	92*0352847	92*0352847
Total Fund 74 Student Financial Aid Fund		<u><u>\$194.10</u></u>	<u><u>\$0.00</u></u>	<u><u>\$194.10</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	4,949,073.19
Total Fund 12 General Fund Restricted	546,063.34
Total Fund 13 GF Unrestricted One-Time Fund	974,552.48
Total Fund 33 Child Development Fund	48,460.16
Total Fund 41 Capital Outlay Projects Fund	360,225.59
Total Fund 42 Bond Fund, Measure E	1,611,561.46
Total Fund 61 Property and Liability Fund	23,746.44
Total Fund 62 Workers' Compensation Fund	1,837.50
Total Fund 74 Student Financial Aid Fund	194.10
Grand Total:	<u><u>\$8,515,714.26</u></u>

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Request for Public Hearing and Adoption of Education Protection Account Funding and Expenditures	
Action:	Request for Approval	

BACKGROUND

Proposition 30, The Schools and Local Public Safety Protection Act of 2012 passed in November 2012. This proposition temporarily raises the sales and use tax by .25 cents for four years and raises the income tax rate for high income earners (\$250,000 for individuals and \$500,000 for couples) for seven years to provide continuing funding for local school districts and community colleges. The Education Protection Account (EPA) is created in the General Fund to receive and disburse these temporary tax revenues.

Districts have sole authority to determine how the moneys received from the EPA are spent, provided that the governing board makes these spending determinations in open session of a public meeting of the governing board. Each entity receiving funds must annually publish on its Internet web site an accounting of how much money was received from the EPA and how that money was spent. Additionally, the annual independent financial and compliance auditors ascertain and verify whether the funds provided from the EPA have been properly disbursed and expended as required by law. Expenses incurred to comply with these additional auditing requirements may be paid from the EPA.

ANALYSIS

The revised 2012-13 First Principal Apportionment Exhibit C (P1) dated March 8, 2013 estimates the amount of \$21,147,689 will be received by the district in June as EPA funds. These are not additional new funds to the district, rather it is a component of the state "computational revenue" allocation to be accounted for and audited separately. The entire amount will be accounted for as instructional salaries and benefits in compliance with the EPA. The attached form will be posted on the district website and will be updated at year-end with actual figures when known.

RECOMMENDATION

The administration recommends approval of scheduling a public hearing for May 20. After the public hearing, the administration recommends approval of the use of the estimated \$21,147,689 of Education Protection Account proceeds resulting from the passage of Proposition 30 to be accounted for as instructional salaries and benefits as presented.

Fiscal Impact:	No additional impact	Board Date: May 6, 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	

CALIFORNIA COMMUNITY COLLEGES

CHANCELLOR'S OFFICE

1102 Q STREET, SUITE 4554
SACRAMENTO, CA 95811-6549
(916) 445-8752
<http://www.cccco.edu>



Memorandum

April 3, 2013

TO: Chief Business Officers

FROM: Frederick E. Harris, Assistant Vice Chancellor
College Finance and Facilities Planning

SUBJECT: Accounting Advisory: Proposition 30 Education Protection Account guidelines

Proposition 30, The Schools and Local Public Safety Protection Act of 2012 passed in November 2012. This proposition temporarily raises the sales and use tax by .25 cents for four years and raises the income tax rate for high income earners (\$250,000 for individuals and \$500,000 for couples) for seven years to provide continuing funding for local school districts and community colleges. The Education Protection Account (EPA) is created in the General Fund to receive and disburse these temporary tax revenues.

Districts have sole authority to determine how the moneys received from the EPA are spent, provided that the governing board makes these spending determinations in open session of a public meeting of the governing board. Each entity receiving funds must annually publish on its Internet web site an accounting of how much money was received from the EPA and how that money was spent. Additionally, the annual independent financial and compliance audit required of community colleges shall ascertain and verify whether the funds provided from the EPA have been properly disbursed and expended as required by law. Expenses incurred to comply with these additional audit requirements may be paid from the EPA.

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Adoption of Resolution No. 13-19 Regarding Expenditure Transfers to Permit Payment of Obligations	
Action:	Request for Adoption	

BACKGROUND

Each year the Orange County Department of Education requires the district to submit a board resolution which authorizes the County Superintendent of Schools to make necessary transfers between the reserve for contingencies and any expenditure classification or classifications of the district as are necessary to permit the payment of obligations. This resolution covers the fiscal year ending June 30, 2013.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 13-19 regarding expenditure transfers as presented.

Fiscal Impact:	None	Board Date: May 6, 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	

**RESOLUTION OF THE BOARD OF TRUSTEES
OF RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
OF ORANGE COUNTY, CALIFORNIA**

Resolution No. 13-19, dated this 6th day of May 2013

On motion of _____, duly seconded, it is hereby resolved that, at the close of the 2012-13 fiscal year, the County Superintendent of Schools may make such transfers between the Reserve for Contingencies and any expenditure classification or classifications or balance any expenditure classification of the budget of the District for such school year as are necessary to permit the payment of obligations of the District incurred during such school year. (Education Code Section 42601)

Trustee Claudia C. Alvarez

Trustee Nelida Mendoza Yanez

Trustee Arianna P. Barrios

Trustee Jose Solorio

Trustee John R. Hanna

Trustee Phillip E. Yarbrough

Trustee Lawrence R. "Larry" Labrado

FOR SCHOOL FINANCIAL SERVICES USE

The transfers below were made to permit the payment of final obligations and recording of the current liabilities of the District for such school year per the Resolution above.

By _____

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended March 31, 2013	
Action:	Request for Approval	

BACKGROUND

Pursuant to Section 58310 of Title 5 of the California Code of Regulations, each California community college district shall submit a report showing the financial and budgetary conditions of the district, including outstanding obligations, to the governing board on a quarterly basis. The CCFS-311Q is the prescribed, routine report submitted to the System Office satisfying this requirement.

Attached is the California Community Colleges Quarterly Financial Status Report form CCFS-311Q for the third quarter in fiscal year 2012-13 ended March 31, 2013.

ANALYSIS

The quarterly report shows the projected unrestricted General Fund revenues and expenditures for this year as well as the actual amounts from the previous three fiscal years. For the nine months covered in this report, the District has recognized 52.2% of budgeted revenues and other financing sources and 69.6% of budgeted expenditures and other outgo in the unrestricted General Fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the CCFS-311Q for the period ending March 31, 2013 as presented.

Fiscal Impact:	Not Applicable	Board Date: May 6, 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	

California Community Colleges
QUARTERLY FINANCIAL STATUS REPORT, CCFS-311Q
 Fiscal Year 2012-2013

District: (870) Rancho Santiago Community College

Quarter Ended: March 31, 2013

I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

As of June 30 for fiscal year specified.

	FY 2009-10 Actual	FY 2010-11 Actual	FY 2011-12 Actual	FY 2012-13 Projected
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	147,237,880	146,382,590	135,465,745	138,866,580
Other Financing Sources (Objects 8900)	18,428	17,279	41,176	9,912
Total Unrestricted Revenues	147,256,308	146,399,869	135,506,921	138,876,492
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	130,775,432	130,076,750	136,106,907	142,391,153
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,667,613	1,596,948	2,042,885	3,313,633
Total Unrestricted Expenditures	132,443,045	131,673,698	138,149,792	145,704,786
Revenues Over(Under) Expenditures	14,813,263	14,726,171	-2,642,871	-6,828,294
Fund Balance, Beginning	16,566,608	31,418,493	46,173,393	43,608,426
Prior Year Adjustments + (-)	38,622	28,729	77,904	0
Adjusted Fund Balance, Beginning	16,605,230	31,447,222	46,251,297	43,608,426
Fund Balance, Ending	31,418,493	46,173,393	43,608,426	36,780,132
% of GF Balance to GF Expenditures	23.7%	35.1%	31.6%	25.2%

II. Annualized Attendance FTES:

Annualized FTES				
(Excluding apprentices and non-residents)	30,564	30,745	27,708	28,192

III. Total General Fund Cash Balance (Unrestricted and Restricted)

	As of the specified quarter ended for each fiscal year presented			
	2009-10	2010-11	2011-12	2012-13
General Fund Cash Balance (Excluding Borrowed Funds)	31,387,125	40,884,876	36,537,850	20,664,438

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col.2)
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	136,569,262	138,866,580	72,448,250	52.2%
Other Financing Sources (Objects 8900)	5,000	5,000	9,912	198.2%
Total Unrestricted Revenues	136,574,262	138,871,580	72,458,162	52.2%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	142,305,117	142,391,153	98,013,487	68.8%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,500,000	3,290,000	3,313,633	100.7%
Total Unrestricted Expenditures	143,805,117	145,681,153	101,327,120	69.6%
Revenues Over(Under) Expenditures	(7,230,855)	(6,809,573)	(28,868,958)	
Adjusted Fund Balance, Beginning	43,608,426	43,608,426	43,608,426	
Fund Balance, Ending	36,377,571	36,798,853	14,739,468	
% of UGF Fund Balance to UGF Expenditures	25.3%	25.3%		

V. Has the district settled any employee contracts during this quarter? YES NO

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

SALARIES

Contract Period Settled (Specify)	Management		Academic**		Classified/Confidential	
	*Total Salary /Cost Increase %		*Total Salary /Cost Increase %		*Total Salary /Cost Increase %	
Year 1						
Year 2						
Year 3						

*As specified in Collective Bargaining Agreement.

BENEFITS

Contract Period Settled (Specify)	Management		Academic		Classified/Confidential	
	Total Salary Cost Increase		Total Salary Cost Increase		Total Salary Cost Increase	
Year 1						
Year 2						
Year 3						

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves from cost-of-living, etc.:

VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

YES NO

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

VII. Does the district have significant fiscal problems that must be addressed this year?

YES NO

Next Year? YES NO

CERTIFICATION

Rancho Santiago Community College District

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of that meeting.

District Chief Business Officer Date

District Chief Executive Officer Date

Quarter Ended: March 31, 2013

Governing Board Meeting Date: May 6, 2013

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Quarterly Investment Report as of March 31, 2013	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended March 31, 2013 is submitted in accordance with Section 53646(b) of the Government Code. The district's funds are held and invested with the Orange County Treasurer and the State of California Local Agency Investment Fund (LAIF).

ANALYSIS

The District's investments and any areas of noncompliance are shown on the following included documents: (1) the Statement of Cash as of March 31, 2013 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended March 31, 2013, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending March 31, 2013.

All investments for the quarter ended March 31, 2013 are in accordance with Board Policy 3211, and there has been no change in the policy during this quarter.

RECOMMENDATION

The quarterly investment report as of March 31, 2013 is presented as information.

Fiscal Impact:	None	Board Date: May 6, 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
Statement of Cash
March 31, 2013**

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	53,108,732	0.34%	Jan-Mar	35.40%
Bond Sinking Funds	12,699,978	0.34%	Jan-Mar	8.46%
All Other Funds	83,689,777	0.34%	Jan-Mar	55.78%
Local Agency Investment Fund (LAIF)	150,073	0.28%	Jan-Mar	0.10%
Revolving Fund, Refundable Deposits and Cash in Banks	393,221	0.00%	Jan-Mar	0.26%
	<u>150,041,781</u>			<u>100.00%</u>

Rancho Santiago Community College District

Cash Position

March 31, 2013

	County Fund	RSCCD Fund	Cash in County 9110	Cash in County- Perkins 9111	Cash in County - Cal Grants 9112	Restricted Cash for GO Bonds 9119	Cash Clearing 9121/9125	Revolving Cash 9130	Cash with Fiscal Agent 9135	LAIF 9150	Fund Total
General Fund (11 & 12)	1	11/12	20,664,438				218,221	100,000			20,982,659
Child Development Fund	12	33	31,650								31,650
Bond Fund Measure E	22	42	53,108,732								53,108,732
Bond Int & Red Fund	31	21				5,436,614					5,436,614
Bond Int & Red Fund	32	22				4,656,798					4,656,798
Bond Int & Red Fund	33	23				2,606,566					2,606,566
Capital Outlay Projects Fund	40	41	23,165,960								23,165,960
Workers' Compensation Fund	68	62	5,050,915						50,000		5,100,915
Property and Liability Fund	70	61	1,352,540						25,000		1,377,540
Retiree Benefits Fund	71	63	32,764,138							150,073	32,914,211
Student Financial Aid	74	74	(555,107)	39,769	1,175,474						660,136
Totals			135,583,266	39,769	1,175,474	12,699,978	218,221	100,000	75,000	150,073	150,041,781

5.5 (3)

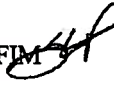


OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM

INTERDEPARTMENTAL COMMUNICATION

Date: April 15, 2013

To: Supervisor Shawn Nelson, Chair
Supervisor Patricia Bates, Vice-Chair
Supervisor John Moorlach
Supervisor Janet Nguyen
Supervisor Todd Spitzer

From: Shari L. Freidenrich, CPA, CCMT, CPFA, ACPFIM 

Subject: Treasurer's Investment Report for the Month Ended March 31, 2013

Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended March 31, 2013. The County Treasurer provides this report in compliance with California Government Code Sections 53607, 53646, and 27134 and the County's Investment Policy Statement (IPS). We have included some charts and other data for your information. This report is also publicly available on our website at ocgov.com/ocinvestments.

INVESTMENT POOL COMPOSITION

The investments contained within this report are as of March 31, 2013. The Investment Pool Statistics summary shows the total investment responsibility of the County Treasurer as delegated by the Board of Supervisors: the Orange County Investment Pool that includes the Voluntary participants' funds, the Orange County Educational Investment Pool, the John Wayne Airport Investment Pool, and various other small non-Pooled investment funds. The investment practices and policies of the Treasurer are based on compliance with State law and prudent money management. The primary goal is to invest public funds in a manner which will provide maximum security of principal invested with secondary emphasis on providing adequate liquidity to Pool Participants and lastly to achieve a market rate of return within the parameters of prudent risk management while conforming to all applicable statutes and resolutions governing the investment of public funds.

The County Treasurer established three Money Market Funds, the Orange County Money Market Fund, the Orange County Educational Money Market Fund, and the John Wayne Airport Investment Pool, which all are invested in cash-equivalent securities and provide liquidity for immediate cash needs. Standard & Poor's, on February 13, 2013, reaffirmed their highest rating of AAAM on the County and the Educational Money Market Funds. The County Treasurer also established the Extended Fund that is for cash requirements between one and five years. The Orange County Investment Pool is comprised of the Orange County Money Market Fund and portions of the Extended Fund. The Orange County Educational Investment Pool is comprised of the Orange County Educational Money Market Fund and portions of the Extended Fund.

The maximum maturity of investments for the County and Educational Money Market Funds is 13 months, with a maximum weighted average maturity (WAM) of 60 days, and they have a current WAM of 56 and 55 respectively. The maximum maturity of the Extended Fund is five years, with a duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.35). The duration is currently at 1.55. The investments in all of the funds are marked to market daily to determine the value of the funds. To further maintain safety, adherence to an investment strategy of only purchasing top-rated securities and diversification of instrument types and maturities is required.

ECONOMIC UPDATE

In March, the job market added only 88,000 new jobs, and February's job numbers were revised upward by 32,000 to 268,000. The unemployment rate fell to 7.6% from 7.7% posted in February, but the drop was primarily attributed to a decline in the number of job seekers. Initial jobless claims also edged up moving above its average for the last three months. In contrast, consumer spending remained strong during the month as retail sales and personal spending both rose

signaling modest economic growth. Retail sales rose 1.1% versus the previous month while personal spending increased 0.7% month-over-month, the most in five months.

Interest rates on Treasuries rose during the first half of the month, but closed out the month where they started due to continued instability in Europe. The short-term 90-day T-bill ended the month at 0.07% down from 0.10% in February, and the rate on the two-year note was unchanged at 0.24% at the end of March.

INVESTMENT INTEREST YIELDS AND FORECAST

The current gross interest yield year-to-date for 2012/2013 is .43% for the Orange County Investment Pool and .41% for the Orange County Educational Investment Pool. The forecasted gross yield for the fiscal year 2012/2013 remains at 0.38%. The forecasted gross yield for the fiscal year 2013/2014 is 0.37% based on continued low short-term interest rates.

APPORTIONMENT OF COMMINGLED POOL INTEREST EARNINGS

Each month, the County Treasurer apportions the accrued interest earnings to each pool participant. As of the first business day of the following month accrued, but unpaid, interest earnings are added to pool participants' average balances in determining a participant's relative share of the pool's monthly earnings. The actual cash distribution will generally be paid in the months following. The March 2013 interest apportionment is expected to be paid by April 30, 2013. The forecast of the investment administrative fee for fiscal year 2012/2013 is still expected to be 8.2 basis points.

TEMPORARY TRANSFERS

The County Treasurer, as required by California Constitution Article XVI, Section 6, and per the Board of Supervisor's Resolution 11-195, is authorized to make temporary transfers to school districts to address their short-term cash flow needs. The loans are secured by tax receipts to be received by the County Treasurer, as the banker for the school districts. Temporary transfers from the Educational Money Market Fund totaled \$87 million and will be repaid by August 31, 2013.

PORTFOLIO HOLDINGS OF DEBT ISSUED BY POOL PARTICIPANTS

Under guidelines outlined in the current IPS, the County Treasurer may invest in A or above rated securities issued by municipalities located in the County of Orange. The Investment Pools may invest no more than 5% of pool assets in any one issuer, with the exception of the County of Orange which has a 10% limit. The Investment Pools have a total market value of \$135 million invested in Orange County Pool Participants' debt which represents approximately 2.1% of assets. Prior to purchasing any Pool Participant debt, a standardized credit analysis is performed.

COMPLIANCE SUMMARY

The investment portfolios had no compliance exceptions for the month of March 2013. The Auditor-Controller Report on Compliance Monitoring for the Quarter of October through December 2012 identified no compliance deficiencies. The Auditor-Controller Report on Review of the Statement of Assets Held by the County Treasury as of September 30, 2012 stated that no material modifications needed to be made to the financial statements prepared on a modified cash basis.

CREDIT UPDATE

During March, there were no changes to the Treasurer's Approved Issuer List. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

POSSIBLE LITIGATION

The County Treasurer is working with County Counsel and the District Attorney on whether the County should initiate litigation on behalf of all the pool participants against banks involved in the scandal relating to the setting of the London Interbank Offer Rate (LIBOR). LIBOR is an average interest rate calculated through submissions of interest rates by major banks in London and is used as the benchmark for approximately \$350 trillion in financial securities. Between 2005 and 2007, Barclays, UBS and other major banks systematically conspired to manipulate these benchmark interest rates. The Orange County Investment Pool, the Orange County Educational Investment Pool, and the John Wayne Investment Pool held securities during this period whose coupons were based on some of these benchmarks. It is our belief that due to the actions of these banks, pool participants received lower interest income on our investments than were warranted during the relevant time period. In January, 2013, several other counties, and government bodies, filed lawsuits alleging similar circumstances.

I certify that this report includes all pool and non-pooled investments as of March 31, 2013 and is in conformity with all State laws and the IPS approved by the Board of Supervisors on January 8, 2013. The investments herein shown provide adequate liquidity to meet the next six months of projected cash flow requirements. I am available if you have any questions on this Investment Report at (714) 834-7625.

Enclosures

cc: Distribution List

ORANGE COUNTY TREASURER-TAX COLLECTOR

SUMMARY OF INVESTMENT DATA

INVESTMENT TRENDS

	MARCH 2013	FEBRUARY 2013	INCREASE (DECREASE)	NET CHANGE %	MARCH 2012	INCREASE (DECREASE)	NET CHANGE %
<u>Orange County Investment Pool (OCIP)</u>							
End Of Month Market Value ¹	\$ 3,421,265,373	\$ 3,262,114,980	\$ 159,150,393	4.88%	\$ 3,577,741,434	\$ (156,476,061)	-4.37%
End Of Month Book Value	\$ 3,418,888,633	\$ 3,259,429,933	\$ 159,458,700	4.89%	\$ 3,572,888,043	\$ (153,999,410)	-4.31%
Monthly Average Balance	\$ 3,262,737,972	\$ 3,129,617,366	\$ 133,120,605	4.25%	\$ 3,274,895,571	\$ (12,157,599)	-0.37%
Year-To-Date Average Balance	\$ 3,182,499,211	\$ 3,172,469,366	\$ 10,029,845	0.32%	\$ 3,242,170,638	\$ (59,671,427)	-1.84%
Monthly Accrued Earnings ²	\$ 934,859	\$ 991,309	\$ (56,451)	-5.69%	\$ 1,310,374	\$ (375,515)	-28.66%
Monthly Net Yield ^{2,5}	0.26%	0.33%	-0.08%	-22.83%	0.40%	-0.14%	-36.16%
Year-To-Date Net Yield ²	0.35%	0.36%	-0.01%	-3.23%	0.46%	-0.11%	-24.28%
Annual Estimated Gross Yield ³	0.38%	0.38%	0.00%	0.00%	0.55%	-0.17%	-30.91%
Weighted Average Maturity (WAM) ⁴	306	300	6	2.13%	266	40	15.04%
<u>Orange County Educational Investment Pool (OCEIP)</u>							
End Of Month Market Value ¹	\$ 2,745,675,327	\$ 2,883,294,044	\$ (137,618,717)	-4.77%	\$ 2,825,282,118	\$ (79,606,791)	-2.82%
End Of Month Book Value	\$ 2,743,780,370	\$ 2,881,062,987	\$ (137,282,617)	-4.76%	\$ 2,821,144,462	\$ (77,364,092)	-2.74%
Monthly Average Balance	\$ 2,886,794,329	\$ 3,064,230,056	\$ (177,435,727)	-5.79%	\$ 3,004,121,911	\$ (117,327,582)	-3.91%
Year-To-Date Average Balance	\$ 2,903,289,881	\$ 2,905,351,825	\$ (2,061,944)	-0.07%	\$ 3,006,398,333	\$ (103,108,452)	-3.43%
Monthly Accrued Earnings ²	\$ 822,729	\$ 817,906	\$ 4,823	0.59%	\$ 1,117,157	\$ (294,428)	-26.36%
Monthly Net Yield ²	0.25%	0.27%	-0.01%	-4.66%	0.36%	-0.11%	-29.57%
Year-To-Date Net Yield ²	0.32%	0.33%	-0.01%	-2.66%	0.43%	-0.11%	-24.55%
Annual Estimated Gross Yield ³	0.38%	0.38%	0.00%	0.00%	0.52%	-0.14%	-26.92%
Weighted Average Maturity (WAM) ⁴	308	278	30	10.79%	278	30	10.79%

¹ Market values provided by Bloomberg and Northern Trust.

² In March 2012, OCIP and OCEIP held higher yielding securities, which over time have matured and were reinvested in lower yielding securities. As a result, the overall earnings and yield have dropped since March 2012.

³ Annual Estimated Gross Yield for March 2012 is reported at the actual annual gross yield for FY 2011-12. During FY 2011-12, the OCIP and OCEIP held higher yielding securities, which over time have matured and were reinvested in lower yielding securities. As a result, the actual yield in OCIP and OCEIP has dropped, and we have adjusted the estimated gross yield, for FY 2012-13 accordingly.

⁴ In March 2012, the WAM was lower in the OCIP and OCEIP because of a higher percentage of shorter term securities. In March 2013, the WAM in the OCEIP increased from the prior month primarily due to the purchase of longer term maturities.

⁵ In March 2013, the OCIP balance increased and earnings decreased primarily due to incoming secured property tax receipts that were deposited and invested in short-term maturities with lower yields. Over 65% of these funds will be paid out to the County agencies and school districts in April.

**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: MARCH 31, 2013**

INVESTMENT STATISTICS - By Investment Pool***						
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yields as of 3/31/13	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
COMBINED POOL BALANCES (Includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$	3,421,265,374	306	0.36%		1.00
	COST (Capital) \$	3,423,771,631			0.34%	
	MONTHLY AVG Balance \$	3,262,737,972			0.38%	
	QUARTERLY AVG Balance \$	3,247,349,032				
	BOOK Value \$	3,418,888,632				
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$	2,745,675,327	308	0.35%		1.00
	COST (Capital) \$	2,748,345,691			0.34%	
	MONTHLY AVG Balance \$	2,866,794,329			0.34%	
	QUARTERLY AVG Balance \$	3,061,671,164				
	BOOK Value \$	2,743,780,370				

INVESTMENT STATISTICS - Non Pooled Investments **			
DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE	
Specific Investment Funds: 15B, 283, 505, 510	MARKET Value \$	47,981,777	Money Market Mutual Funds \$ 525,923
	COST (Capital) \$	48,012,582	Repurchase Agreement 1,081,500
	MONTHLY AVG Balance \$	55,832,609	John Wayne Airport Investment Pool 46,292,943
	QUARTERLY AVG Balance \$	56,639,870	GNMA Mortgage-Backed Securities 112,216
			\$ 48,012,582

MONTH END TOTALS			
INVESTMENTS & CASH		FUND ACCOUNTING & SPECIFIC INVESTMENTS	
COUNTY MONEY MARKET FUND (OCMMF)			
County Money Market Fund	\$ 1,754,204,912	County Funds	\$ 3,466,309,003
County Cash	44,537,171	Educational Funds	2,800,199,241
EXTENDED FUND	3,019,566,919	Specific Investment Funds	48,012,582
EDUCATIONAL MONEY MARKET FUND (OCEMMF)			
Educational Money Market Fund	1,398,345,691		
Educational Cash	51,653,551		
NON-POOLED INVESTMENTS			
Non Pooled Investments @ Cost	48,012,582		
	\$ 6,316,520,626		\$ 6,316,520,626

KEY POOL STATISTICS			
INTEREST RATE YIELD		WEIGHTED AVERAGE MATURITY (WAM)	
OCMMF - MONTHLY GROSS YIELD	0.12%	OCMMF	56
OCEMMF - MONTHLY GROSS YIELD	0.15%	OCEMMF	55
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD	0.15%	JOHN WAYNE AIRPORT WAM	56
OCIP - YTD NET YIELD****	0.35%	LGIP WAM (Standard & Pooors)	49
OCEIP - YTD NET YIELD****	0.32%	IMoneyNet PRIME MMF WAM	43
IMoneyNet PRIME MONEY MARKET FUND - MONTHLY AVERAGE NET YIELD	0.04%		
90-DAY T-BILL YIELD - MONTHLY AVERAGE	0.08%		

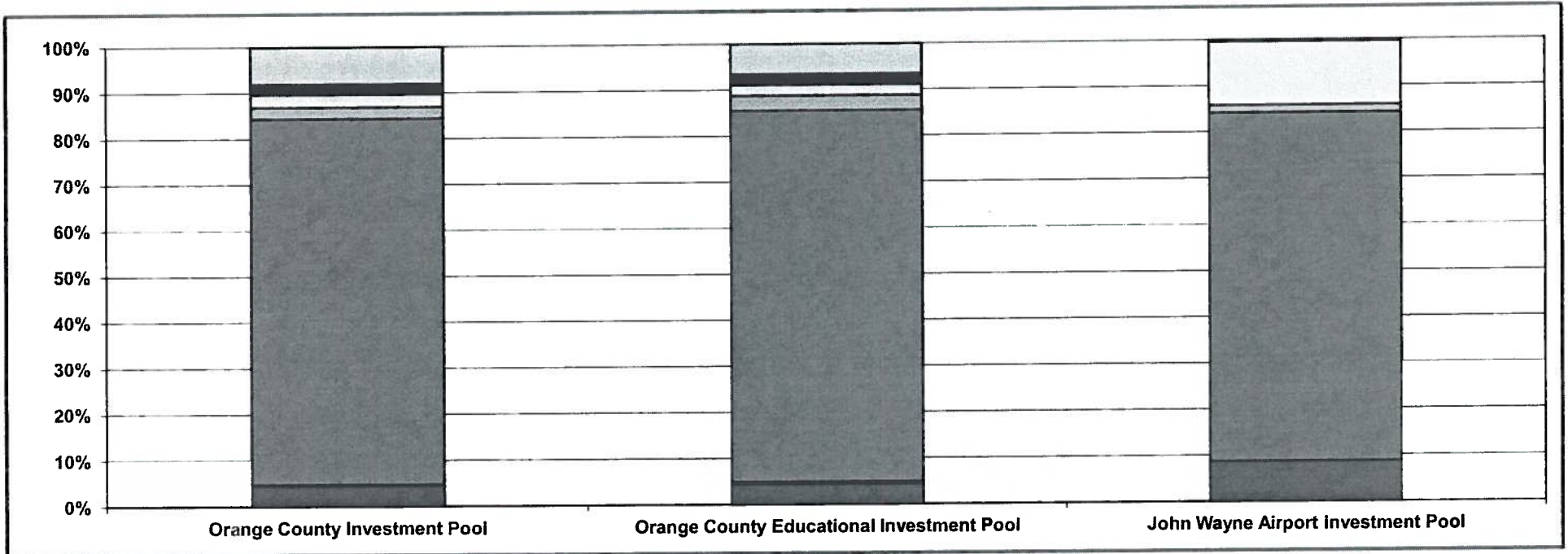
**ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: MARCH 31, 2013**

INVESTMENT STATISTICS - By Investment Fund*

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 3/31/13	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 1,753,914,514	56	0.15%			1.00
	COST (Capital) \$ 1,754,204,912			0.12%		
	MONTHLY AVG Balance \$ 1,591,456,160				0.15%	
	QUARTERLY AVG Balance \$ 1,577,026,626					
	BOOK Value \$ 1,753,755,585					
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$ 1,397,467,217	55	0.16%			1.00
	COST (Capital) \$ 1,398,345,691			0.15%		
	MONTHLY AVG Balance \$ 1,536,794,330				0.14%	
	QUARTERLY AVG Balance \$ 1,731,871,164					
	BOOK Value \$ 1,397,365,567					
<u>Extended Fund</u>	MARKET Value \$ 3,015,558,970	570	0.56%			1.00
	COST (Capital) \$ 3,019,566,919			0.54%		
	MONTHLY AVG Balance \$ 3,021,281,812				0.60%	
	QUARTERLY AVG Balance \$ 3,020,320,406					
	BOOK Value \$ 3,011,547,850					
ALLOCATION OF EXTENDED FUND						
<u>Extended Fund OCIP Share</u>	MARKET Value \$ 1,667,350,860	570	0.56%			1.00
	COST (Capital) \$ 1,669,566,919			0.54%		
	MONTHLY AVG Balance \$ 1,671,281,812				0.60%	
	QUARTERLY AVG Balance \$ 1,670,320,406					
	BOOK Value \$ 1,665,133,047					
<u>OCEIP Share</u>	MARKET Value \$ 1,348,208,110	570	0.56%			1.00
	COST (Capital) \$ 1,350,000,000			0.54%		
	MONTHLY AVG Balance \$ 1,350,000,000				0.60%	
	QUARTERLY AVG Balance \$ 1,350,000,000					
	BOOK Value \$ 1,346,414,803					
<u>Modified Duration</u>		1.55				

- * Book Value is computed as Cost reduced by amortization of premium and increased by the accretion of discount of the investment Portfolio. Net Asset Value (NAV) is equal to Market Value divided by Book Value.
- ** Specific non pooled investments are reported in compliance with Government Code Section 53846 (b)(1). Detailed descriptions are included in the inventory listing in Section VII of this report.
- *** The Combined Pool Balances include the County and Educational Money Market Funds and their respective portions of the Extended Fund.
- **** The Net Yield differs from the monthly average yield as it includes the Treasury administration fees.

ORANGE COUNTY TREASURER - TAX COLLECTOR
BY INVESTMENT TYPE - By Percentage Holdings
March 31, 2013



Orange County Investment Pool			
	In Thousands		%
CERTIFICATES OF DEPOSIT	\$ 152,980		4.47%
COMMERCIAL PAPER	9,999		0.29%
U.S. GOVERNMENT AGENCIES	2,723,899		79.62%
MONEY MARKET FUNDS	88,780		2.59%
MEDIUM - TERM NOTES	96,390		2.82%
MUNICIPAL DEBT	74,720		2.19%
U.S. TREASURIES	274,497		8.02%
	<u>\$ 3,421,265</u>		<u>100.00%</u>

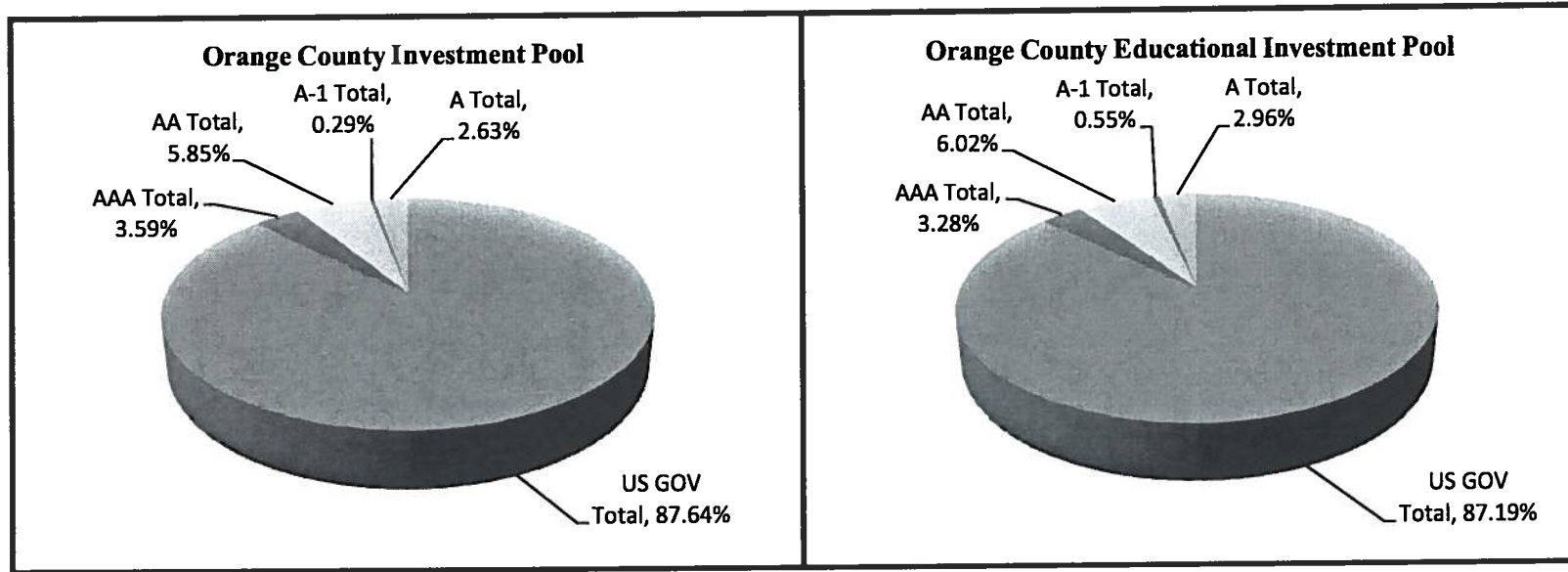
Orange County Educational Investment Pool			
	In Thousands		%
CERTIFICATES OF DEPOSIT	\$ 119,366		4.35%
COMMERCIAL PAPER	14,999		0.55%
U.S. GOVERNMENT AGENCIES	2,212,864		80.59%
MONEY MARKET FUNDS	90,104		3.28%
MEDIUM - TERM NOTES	66,938		2.44%
MUNICIPAL DEBT	60,418		2.20%
U.S. TREASURIES	180,986		6.59%
	<u>\$ 2,745,675</u>		<u>100.00%</u>

John Wayne Airport Investment Pool			
	In Thousands		%
CERTIFICATES OF DEPOSIT	\$ 4,001		8.65%
U.S. GOVERNMENT AGENCIES	34,896		75.49%
MONEY MARKET FUNDS	776		1.68%
MEDIUM - TERM NOTES	6,355		13.75%
MEDIUM - TERM NOTES - FDIC	-		0.00%
	<u>\$ 46,228</u>		<u>100.00%</u>

Investment Composition is In Compliance With The Orange County Treasurer's Investment Policy Statement

Calculated Using Market Value at 03/31/2013

**ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
March 31, 2013**



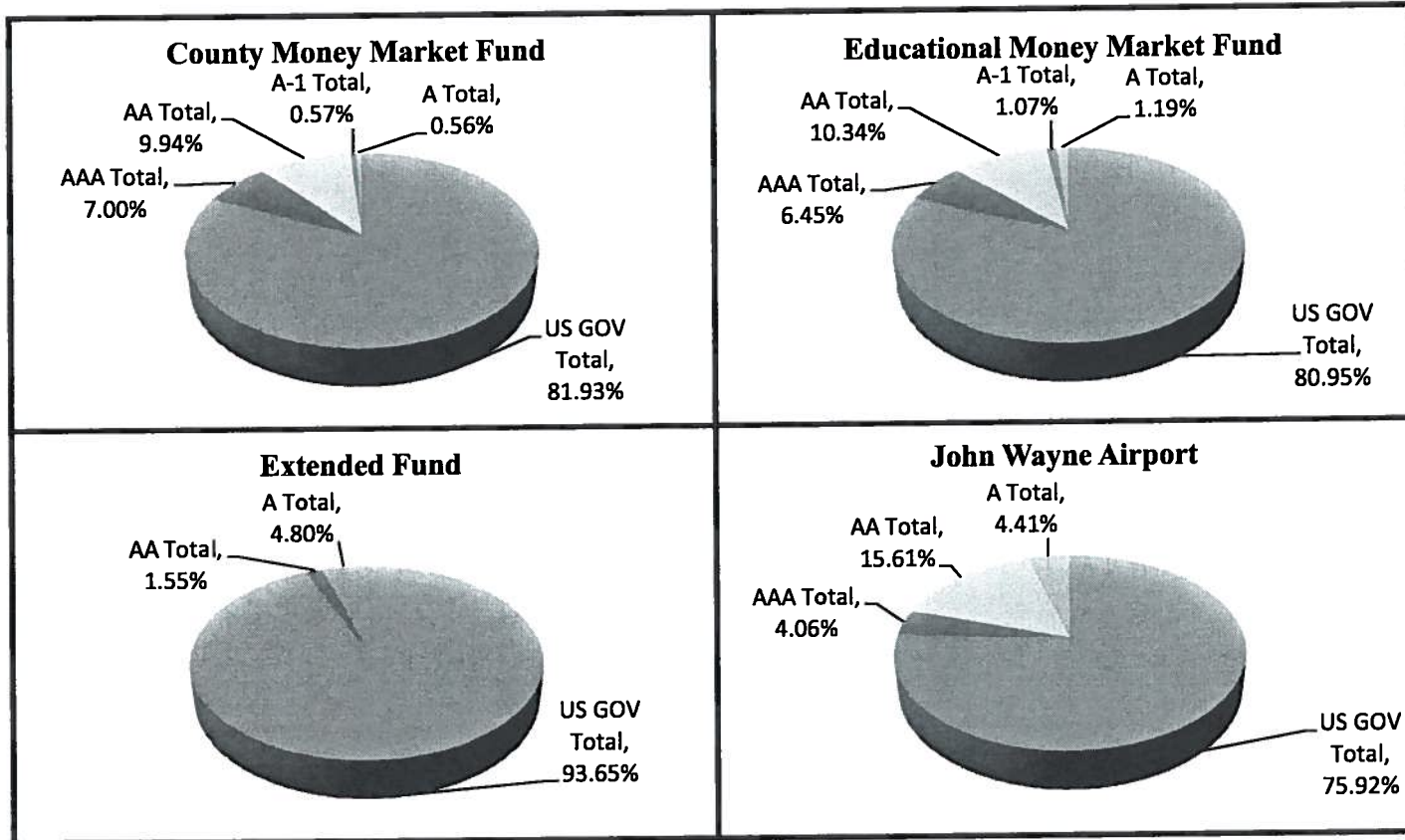
US GOV Includes Agency & Treasury Debt

AA Includes AA+, AA- & AA

A Includes A+,A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 March 31, 2013



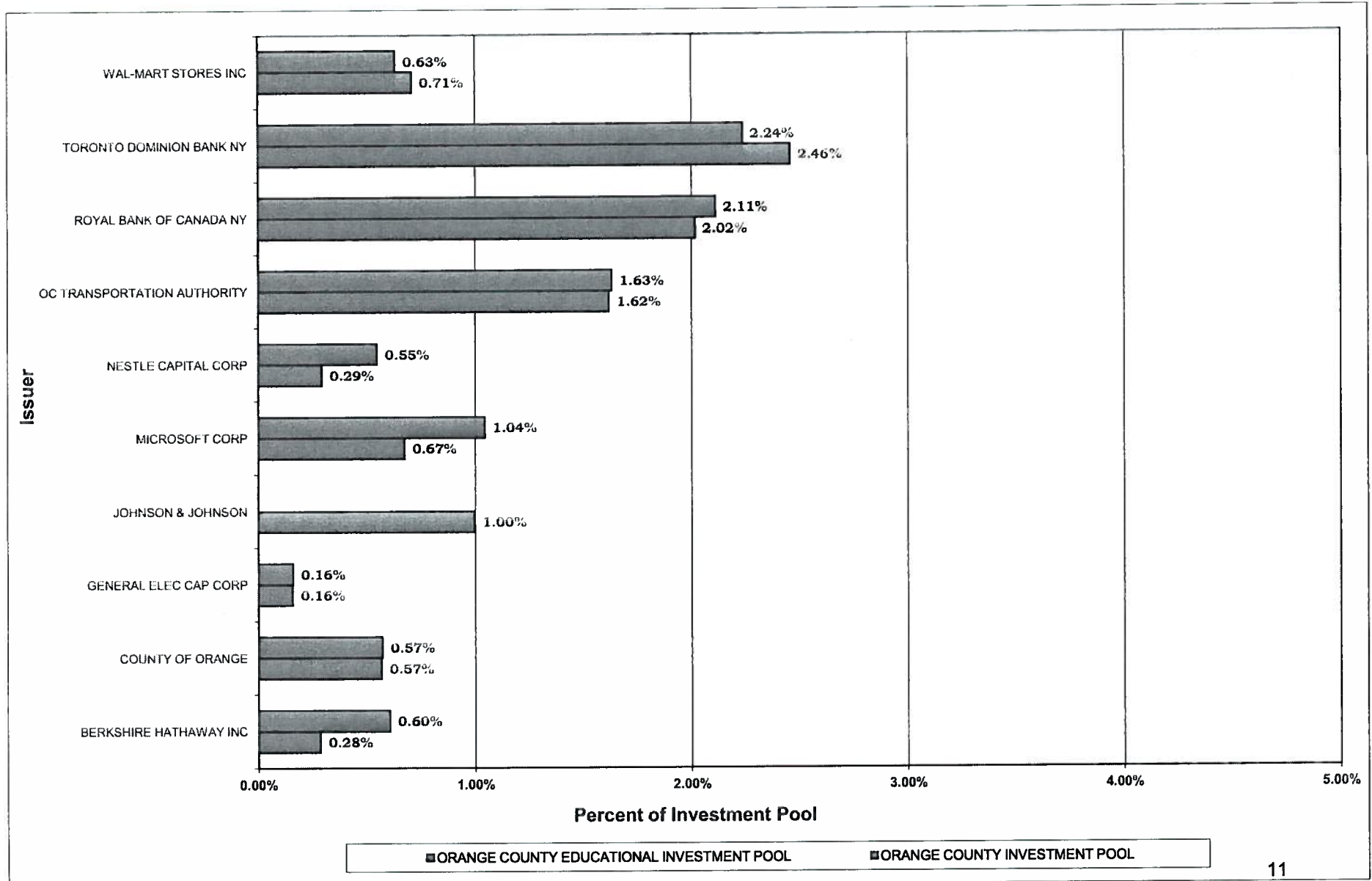
US GOV Includes Agency & Treasury Debt

AA Includes AA+, AA- & AA

A Includes A+, A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

ORANGE COUNTY TREASURER - TAX COLLECTOR
ISSUER CONCENTRATION-By Investment Pool
 March 31, 2013

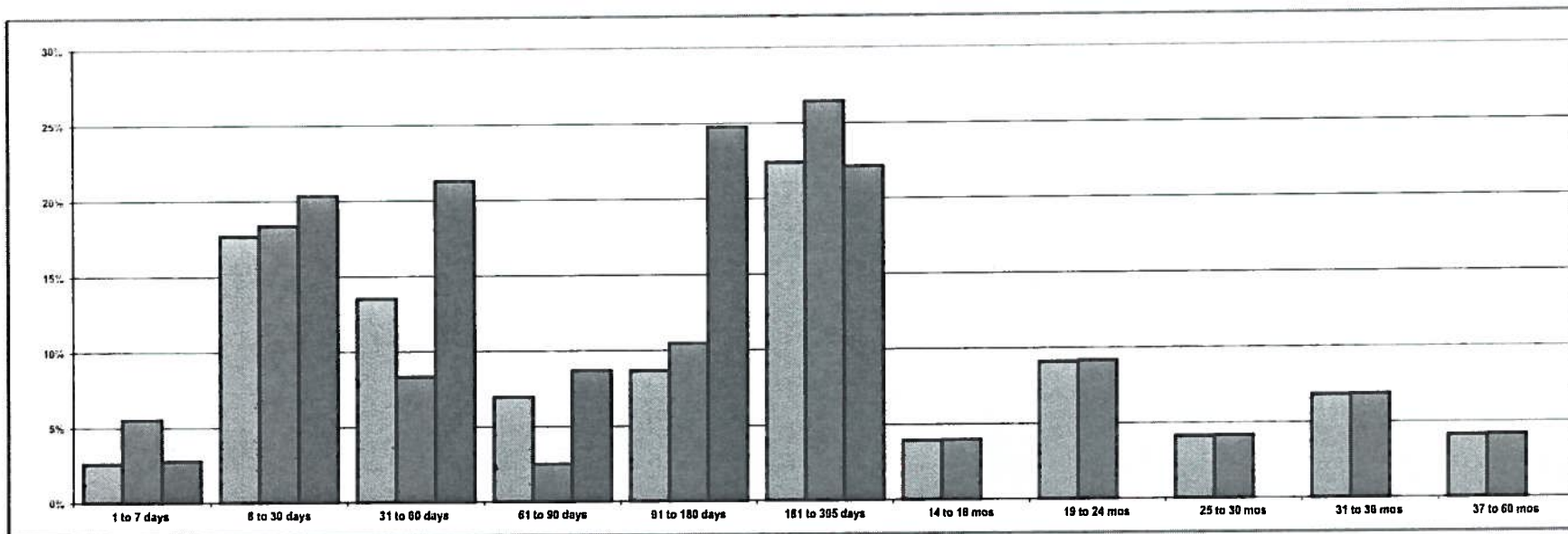


5.5 (12)

ORANGE COUNTY TREASURER - TAX COLLECTOR

MATURITIES DISTRIBUTION

March 31, 2013



ORANGE COUNTY INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 88,780	2.60%
8 TO 30 DAYS	604,175	17.70%
31 TO 60 DAYS	462,151	13.54%
61 TO 90 DAYS	237,927	6.97%
91 TO 180 DAYS	296,191	8.68%
181 TO 395 DAYS	765,074	22.41%
14 TO 18 MONTHS	134,328	3.93%
19 TO 24 MONTHS	310,686	9.10%
25 TO 30 MONTHS	140,612	4.12%
31 TO 36 MONTHS	233,013	6.82%
37 TO 60 MONTHS	140,909	4.13%
TOTAL	\$ 3,413,846	100.00%

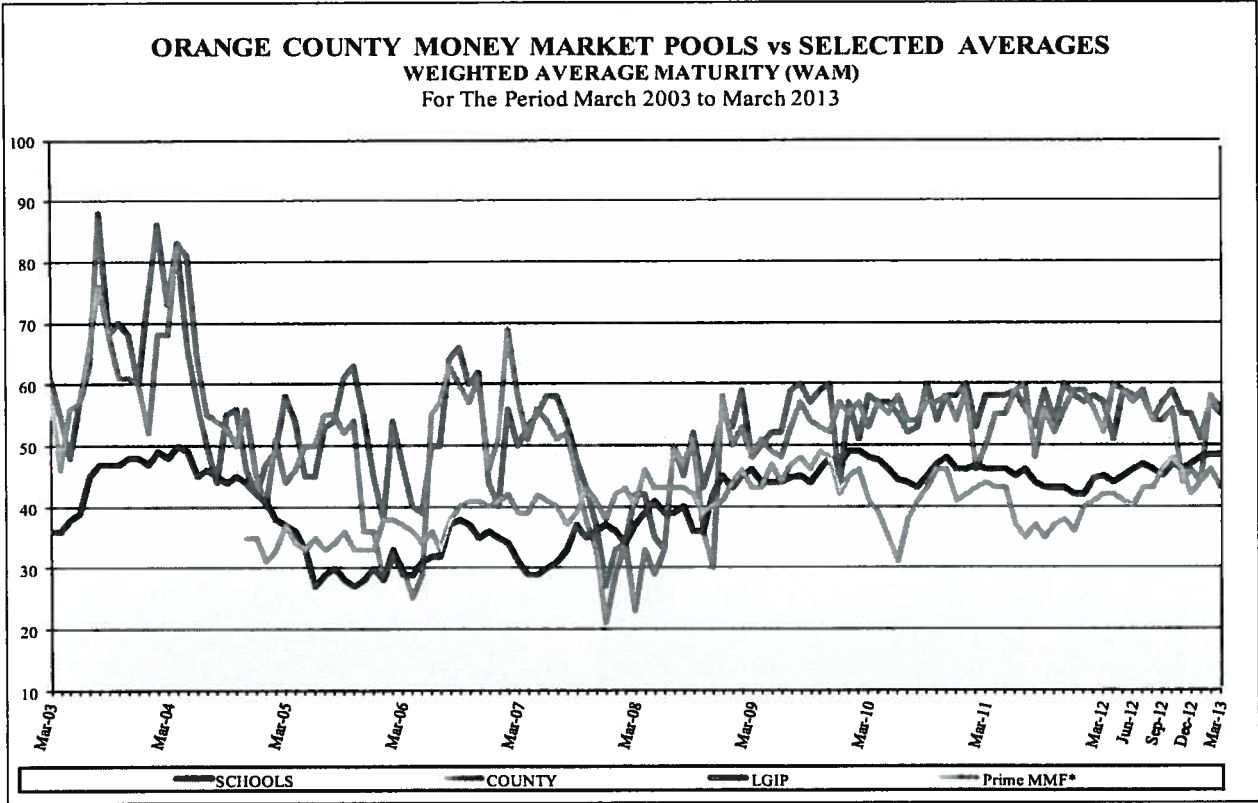
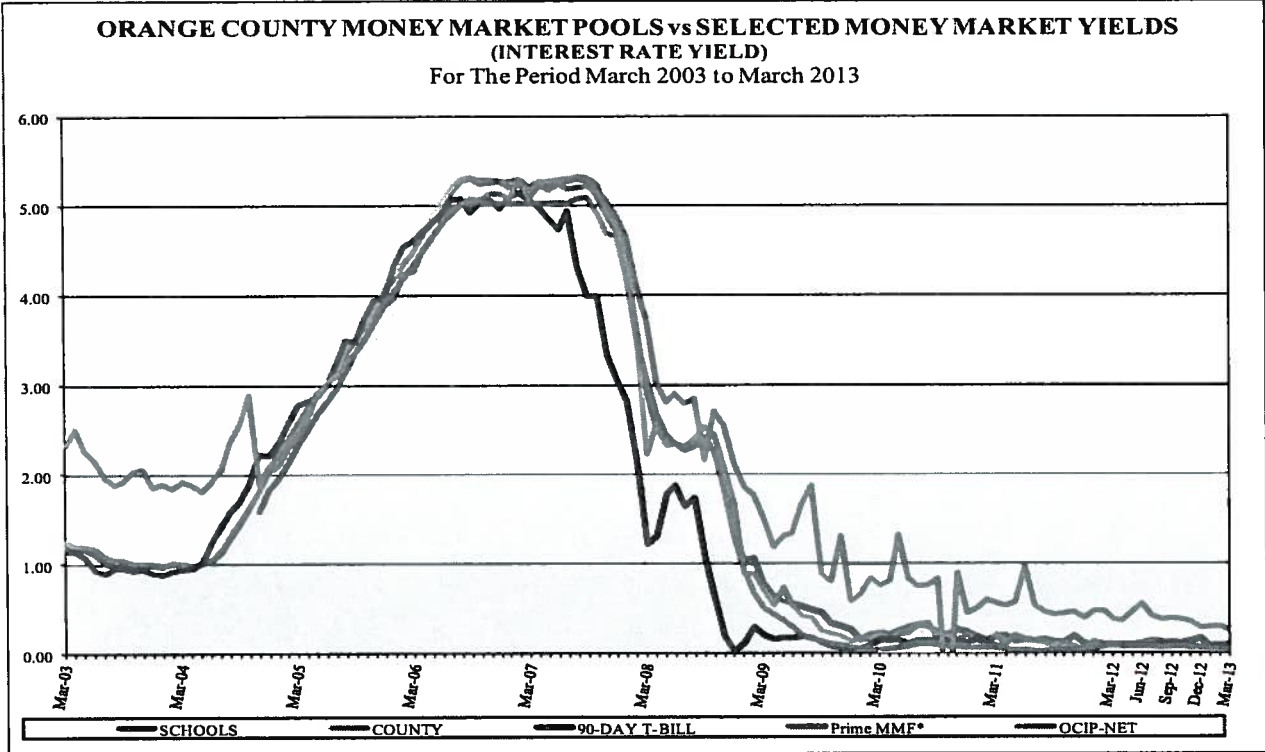
ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 151,104	5.52%
8 TO 30 DAYS	503,402	18.38%
31 TO 60 DAYS	228,137	8.33%
61 TO 90 DAYS	68,800	2.51%
91 TO 180 DAYS	286,857	10.47%
181 TO 395 DAYS	724,741	26.46%
14 TO 18 MONTHS	108,616	3.97%
19 TO 24 MONTHS	251,219	9.17%
25 TO 30 MONTHS	113,698	4.15%
31 TO 36 MONTHS	188,412	6.88%
37 TO 60 MONTHS	113,938	4.16%
TOTAL	\$ 2,738,924	100.00%

JOHN WAYNE AIRPORT INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 1,275	2.77%
8 TO 30 DAYS	9,381	20.35%
31 TO 60 DAYS	9,817	21.30%
61 TO 90 DAYS	4,005	8.69%
91 TO 180 DAYS	11,414	24.76%
181 TO 395 DAYS	10,200	22.13%
TOTAL	\$ 46,092	100.00%

Maturity Limits Are In Compliance With The Orange County Treasurer's Investment Policy Statement

Floating Rate Notes are deemed to have a maturity date equal to their next interest reset date.

At 03/31/2013, Floating Rate Notes comprise 13.63%, 16.45%, and 30.32% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Pool respectively.



•Prime MMF: Rated Money Fund Report Average-Prime Institutional from I-Money Net

•As of March 31, 2013 Prime MMF Yield – 0.04; Prime MMF WAM-43; LGIP WAM -49; 90-Day T-Bill – 0.08

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

April 1, 2012 - March 31, 2013

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
Current Month - March 2013				
County Pool - Money Market Fund	\$ 1,753,914,514	\$ 161,611	0.12%	56
Educational Pool - Money Market Fund	\$ 1,397,467,217	\$ 198,142	0.15%	55
Extended Fund	\$ 3,015,558,970	\$ 1,397,835	0.54%	570
February 2013				
County Pool - Money Market Fund	\$ 1,592,240,281	\$ 192,434	0.17%	58
Educational Pool - Money Market Fund	\$ 1,534,522,480	\$ 172,140	0.13%	57
Extended Fund	\$ 3,018,646,263	\$ 1,444,641	0.62%	530
January 2013				
County Pool - Money Market Fund	\$ 1,454,442,940	\$ 245,613	0.17%	44
Educational Pool - Money Market Fund	\$ 1,821,642,718	\$ 238,895	0.14%	51
Extended Fund	\$ 3,016,807,055	\$ 1,597,022	0.62%	506
December 2012				
County Pool - Money Market Fund	\$ 2,026,132,533	\$ 298,822	0.15%	46
Educational Pool - Money Market Fund	\$ 2,115,131,168	\$ 343,812	0.25%	55
Extended Fund	\$ 3,026,934,236	\$ 1,470,923	0.57%	495
November 2012				
County Pool - Money Market Fund	\$ 1,694,693,385	\$ 236,191	0.19%	44
Educational Pool - Money Market Fund	\$ 1,285,929,260	\$ 213,533	0.22%	55
Extended Fund	\$ 3,009,903,441	\$ 1,621,046	0.65%	505
October 2012				
County Pool - Money Market Fund	\$ 1,239,130,934	\$ 196,530	0.19%	56
Educational Pool - Money Market Fund	\$ 1,235,518,813	\$ 237,143	0.20%	59
Extended Fund	\$ 3,013,746,862	\$ 1,750,758	0.68%	530
September 2012				
County Pool - Money Market Fund	\$ 1,229,772,834	\$ 214,205	0.21%	54
Educational Pool - Money Market Fund	\$ 1,480,321,490	\$ 466,226	0.18%	57
Extended Fund	\$ 3,013,882,683	\$ 1,754,603	0.71%	541
August 2012				
County Pool - Money Market Fund	\$ 1,293,999,505	\$ 206,971	0.20%	54
Educational Pool - Money Market Fund	\$ 1,625,037,760	\$ 242,467	0.18%	54
Extended Fund	\$ 3,011,043,620	\$ 1,800,718	0.70%	580
July 2012				
County Pool - Money Market Fund	\$ 1,252,282,597	\$ 236,503	0.20%	59
Educational Pool - Money Market Fund	\$ 1,626,743,213	\$ 201,553	0.17%	58
Extended Fund	\$ 3,011,832,400	\$ 1,940,911	0.76%	610
June 2012				
County Pool - Money Market Fund	\$ 1,410,996,873	\$ 238,909	0.19%	57
Educational Pool - Money Market Fund	\$ 1,251,825,357	\$ 213,916	0.19%	58
Extended Fund	\$ 3,009,317,151	\$ 2,519,283	1.02%	616
May 2012				
County Pool - Money Market Fund	\$ 1,658,832,465	\$ 267,038	0.17%	59
Educational Pool - Money Market Fund	\$ 1,463,305,781	\$ 243,666	0.17%	59
Extended Fund	\$ 3,006,337,072	\$ 2,313,510	0.91%	629
April 2012				
County Pool - Money Market Fund	\$ 1,919,574,506	\$ 392,642	0.18%	60
Educational Pool - Money Market Fund	\$ 1,995,855,292	\$ 210,488	0.16%	51
Extended Fund	\$ 3,007,055,094	\$ 1,910,490	0.77%	559
Fiscal Year July 1, 2012 - June 30, 2013				
	Average Month End Market Value Balance	Interest Income: YTD	YTD Gross Yield	YTD Average
Orange County Investment Pool	\$ 3,169,386,195	\$ 10,149,539	0.43%	311
Orange County Educational Investment Pool	\$ 2,919,200,379	\$ 8,807,820	0.41%	17 282

**ORANGE COUNTY TREASURER-TAX COLLECTOR
CASH AVAILABILITY PROJECTION
FOR THE SIX MONTHS ENDING SEPTEMBER 30, 2013**

Government Code Section 53646 (b) (3), effective on January 1, 1996, requires the Treasurer-Tax Collector to include a statement in the investment report, denoting the ability of the Orange County Investment Pool (OCIP) and the Orange County Educational Investment Pool (OCEIP) to meet their expenditure requirements for the next six months.

The OCIP and OCEIP consist of funds in the treasury deposited by various entities required to do so by statute, as well as those entities voluntarily depositing monies in accordance with Government Code Section 53684.

The Treasurer-Tax Collector is required to disburse monies placed in the treasury as directed by the Auditor-Controller and the Department of Education, except for the making of legal investments, to the extent funds are transferred to one or more clearing funds in accordance with Government Code Section 29808.

The Treasurer-Tax Collector, in her projection of cash availability to disburse funds as directed by the Auditor-Controller and the Department of Education, is relying exclusively on historical activity involving deposits and disbursements and future cash flow projections. No representation is made as to an individual depositor's ability to meet their anticipated expenditures with anticipated revenues.

The Cash Availability Projection for the six months ending September 30, 2013, indicates the ability of the pools to meet projected cash flow requirements. However, there will usually be differences between projected and actual results because events and circumstances frequently do not occur as expected and those differences may be material.

ORANGE COUNTY INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
March 2013 - Ending Cash				\$ 44,537,171
April	\$ 786,411,070	\$ 1,607,830,826	\$ 1,582,565,138	856,213,929
May	490,456,198	267,558,142	625,186,257	989,042,012
June	286,099,414	298,503,631	483,243,415	1,090,401,642
July	160,970,902	365,452,383	582,208,444	1,034,616,484
August	202,332,681	433,737,572	415,041,727	1,255,645,010
September	92,888,426	294,954,728	407,858,894	1,235,629,270

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
March 2013 - Ending Cash				\$ 51,853,551
April	\$ 659,206,564	\$ 941,804,226	\$ 606,770,940	1,046,093,400
May	203,699,588	189,231,045	509,189,323	929,834,711
June	24,928,996	227,241,615	496,117,424	685,887,897
July	70,022,940	649,573,413	424,925,367	980,558,883
August	15,327,477	294,307,205	381,731,242	908,462,322
September	47,149,444	360,138,175	469,142,951	846,606,991



JOHN CHIANG
California State Controller

**LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE**

Agency Name RANCHO SANTIAGO COMM COLL DST
Account Number 75-30-010

As of 04/15/2013, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 03/31/2013.

Earnings Ratio		.00000773831888202
Interest Rate		0.28%
Dollar Day Total	\$	13,504,832.70
Quarter End Principal Balance	\$	150,072.62
Quarterly Interest Earned	\$	104.50

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/ FISCAL SERVICES

To: Board of Trustees	Date: May 6, 2013
Re: Approval of Lease Agreement with Canopy	
Action: Request for Approval	

BACKGROUND

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

ANALYSIS

Canopy is an I.T. company that strives to provide high-integrity, sustainable technological solutions for the future of the global community. Our first product offering, The Canopy, is a monumental new computing environment that harmonizes social networking, project-management and business operations through integrated tool suites.

The recommended lease conforms to the District's standard lease agreement for DMC tenants and is for a period of one year: April 11, 2013 to March 31, 2014. The square footage for the rentable area included in this lease agreement is 121 square feet.

RECOMMENDATION

It is recommended that the Board of Trustees approve the lease agreement with Canopy and authorize the Vice Chancellor of Business Operations and Fiscal Services to execute the agreement on behalf of the District as presented.

Fiscal Impact:	\$2,468.40	Board Date: May 06, 2013
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational 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: May 6, 2013
Re:	Approval of Consultant Agreement with Pezeshki Engineering, Inc. – District Office Energy Audit	
Action:	Request for Approval	

BACKGROUND

The District Office building's Heating Ventilating and Air Conditioning (HVAC) equipment has failed repeatedly on hot days for several years. Temporary repairs to maintain the system have not resolved the dependability problems of the HVAC system. In discussions with HVAC consultants and Southern California Edison (SCE), through the California Community Colleges Investor Owned Utilities (CCCIU) program, it was agreed that a detailed energy audit on the existing system is necessary to determine the correct course of action to repair or replace the systems. This energy audit will also identify potential energy savings options and document those savings in order to qualify for SCE energy rebates.

ANALYSIS

The district has asked Pezeshki Engineering, Inc. to perform an energy audit of the existing HVAC system at the District Office, 2323 N. Broadway, Santa Ana and prepare an energy audit report which is to include recommended energy efficiency measures to improve the overall building energy efficiency and reduce the overall energy consumption and associated carbon footprint of the facility.

The fee for the District Office energy audit proposal is a fixed fee of \$38,500.

This project will be funded by the capital outlay fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the consultant agreement with Pezeshki Engineering, Inc. for the District Office Energy Audit as presented.

Fiscal Impact:	\$38,500	Board Date: May 6, 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	



Pezeshki Engineering, Inc.
Mechanical Engineers

**District Office Energy Audit
Rancho Santiago Community College District
Santa Ana, CA
Fee Proposal**

April 23, 2013

**Rancho Santiago Community College District
Facility Planning Department
Mr. Alex Oviedo
Construction Supervisor
2323 North Broadway
Santa Ana, CA 92706**

**PROJECT: Rancho Santiago Community College District
District Office Energy Audit
Santa Ana, California**

PEI Project No.: 555.003

Dear Mr. Oviedo,

We are pleased to submit the following fee proposal, which will form the basis of a formal agreement between Rancho Santiago Community College District and Pezeshki Engineering, Inc. (PEI) for providing Mechanical Engineering services outlined in this letter of proposal.

If the attached letter of proposal is acceptable to you, please sign and return one copy of this proposal along with the District's purchase order for our records.

We are looking forward to working with you on this project and thank you for giving us the opportunity to be part of your team.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Pezeshki Engineering, Inc.

Matthew M. Pezeshki, PE, LEED AP, CEM
Principal



Pezeshki Engineering, Inc.

Mechanical Engineers

District Office Energy Audit
Rancho Santiago Community College District
Santa Ana, CA
Fee Proposal

Proposal made this 20th day of February 2013, by and between Rancho Santiago Community College District ("Client") and Pezeshki Engineering, Inc. ("Engineer").

1.0 Background and General Scope

1.1 General Scope

To perform an Energy Audit of the existing HVAC system for the four story District Office Building located on 2323 N. Broadway, Santa Ana, CA, and prepare an Energy Audit Report which includes recommend Energy Efficiency Measures to improve the overall building energy efficiency and reduce the overall energy consumption and associated carbon foot print of the facility.

1.2 Base line energy consumption of the existing HVAC systems is the foundation of a sound sustainable energy plan. The Energy Audit Report **which is the only deliverable** under this proposal will include the following information.

- A. Base line energy consumption of the existing HVAC systems.
- B. *Baseline energy consumption of a minimally Title 24 (T24) compliant system.*
- C. Current utility rates.
- D. List of the major HVAC equipment serving the building.
- E. Energy calculations of existing HVAC system.
- F. Energy calculation of proposed HVAC system.
 - 1) True savings (actual energy saved and bill reduction for the customer).
 - 2) Incentivizable energy savings, the difference between a hypothetical T24 compliant baseline and the energy consumption of the proposed lighting system.
- G. Complete the template provided by SCE which contains all the required information necessary for applying for utility incentive for the project.
- H. List of recommended "EEMs" energy efficiency measures.
- I. Energy saving calculations, and opinion of probable construction cost estimates for implementation of each measure.

2.0 Scope of Engineering Services

- A. Perform a site visit to obtain field data pertaining to the existing HVAC, Lighting and Domestic Hot Water systems.
- B. Review all existing as-built drawings.
- C. Review the existing EMS system and sequence of operation of the exiting HVAC system.
- D. Establish the current energy consumption of the existing HVAC system.
- E. Calculate the current utility rates for electricity and natural gas.
- F. Identify the status of all existing HVAC equipment.
- G. Perform energy calculation to determine the electrical energy consumption of the existing HVAC system *utilizing SCE's standard codes and Operating Hours. All Calculation will be performed in Microsoft Excel program and an unlocked, fully editable Excel Spreadsheet will be*

4611 Teller Avenue • Suite "A" • Newport Beach, CA 92660
Phone: 949-861-3396 • Fax: 949-861-3399

Page 2 of 7



Pezeshki Engineering, Inc.

Mechanical Engineers

District Office Energy Audit
Rancho Santiago Community College District
Santa Ana, CA
Fee Proposal

- provided as part of the deliverables of this project.*
- H. Perform energy calculation to establish baseline energy consumption of a minimally Title 24 (T24) compliant system. All Calculations will be performed in Microsoft Excel program and an unlocked, fully editable Excel Spreadsheet will be provided as part of the deliverables of this project.
 - I. Calculate the annual energy consumption of the proposed HVAC system.
 - J. Identify energy efficiency measures to improve the overall building efficiency.
 - K. Calculate the total energy and energy cost saving of each energy efficiency measure.
 - L. Calculate opinion of probable construction cost estimates for implementation of each measure.
 - M. Calculate the simple payback for each energy efficiency measure (based on energy cost saving and opinion of probable construction cost estimates for implementation of each measure).

3.0 Supplemental Services

Services which are not included in the scope of work and Section 2 of this proposal are considered "Supplemental Services" and compensation for such services shall be per requirements of paragraph 6.2 of this proposal. See Attachment "B" as part of services not included in the scope of work.

4.0 Next Step (phase)

Upon completion of the energy study indicated in this letter of proposal and identification of the energy efficiency measures (EEMs), Pezeshki Engineering, Inc. will provide a new proposal to Rancho Santiago Community College District for implementation of the EEMs selected by Rancho Santiago Community College District.

5.0 Reimbursable Expenses

5.1 Expenses

- A. Owner revisions to the scope of services after approval to proceed.
- B. Reproduction of as-built drawings and reports. (Attachment-A)
- C. Other necessary expenses incurred in the interest of the project, as approved by your office.
- D. Courier services, overnight express, etc.

6.0 Work And Services Not Included

6.1 Services not included in the scope of work:

- A. Any and all design work including but not limited to the design of HVAC and / or, Lighting, and / or Domestic Hot Water Systems, and / or building HVAC system conversions.

4611 Teller Avenue • Suite "A" • Newport Beach, CA 92660
Phone: 949-861-3396 • Fax: 949-861-3399



Pezeshki Engineering, Inc.

Mechanical Engineers

District Office Energy Audit
Rancho Santiago Community College District
Santa Ana, CA
Fee Proposal

7.0 Fees And Payments

7.1 Base Fee

- A. The fee for the District Office Energy Audit as described in this letter of proposal shall be at the fixed fee of \$ 38,500 (Thirty-Eight Thousand Five Hundred Dollars).

7.2 Compensation for Supplemental Services

- A. It is understood that where the Client or Owner approve changes to Engineer's work already completed, or there is a change in scope of the project, these are Supplemental Services for which the Engineer shall be paid additional compensation for Engineer's time actually expended at Billing Rates scheduled in Attachment A.

7.3 Billing and Payments

- A. Payments for Engineering Services shall be made based on payment schedule indicated in section 6.1 of this proposal. All invoices are net 30 days and a penalty of 1.5% per month applies to unpaid balance. Pezeshki Engineering, Inc. reserves the right to discontinue work upon seven (7) days written notice to the Client if payment for invoices submitted for the proportion of work completed is not received after 30 days of date of invoice.
- B. Payments for Supplemental Services and Reimbursable Expenses shall be made monthly for the portion of work completed or based on invoices submitted. All invoices are net 30 days and a penalty of 1.5% per month applies to unpaid balance.
- C. In any event, if the project is suspended or abandoned for any reason in whole or in part, the consultant shall be paid compensation proportional to work performed prior to suspension.
- D. If this agreement is not signed and returned in 10 days, and Pezeshki Engineering, Inc. is directed by the Owner or the Client or their agents, in writing or verbal, to proceed with the project, all conditions contained herein become a lawfully binding contract.
- E. This proposal will be honored by Pezeshki Engineering, Inc. for 90 days from the date of this proposal.

4611 Teller Avenue • Suite "A" • Newport Beach, CA 92660

Phone: 949-861-3396 • Fax: 949-861-3399

Page 4 of 7




Pezeshki Engineering, Inc.

Mechanical Engineers

District Office Energy Audit
Rancho Santiago Community College District
Santa Ana, CA
Fee Proposal

By signing this Proposal, both parties, Rancho Santiago Community College District ("Client") and Pezeshki Engineering, Inc. ("Engineer") agree to the terms and conditions set forth in this contract and this proposal will serve as the formal Agreement.

Client: Rancho Santiago Community College District	Engineer: Pezeshki Engineering, Inc.
Name:	Name: Matthew M. Pezeshki, P.E.
Signature:	Signature: 
Title:	Title: Principal
Date:	Date: April 23, 2013

4611 Teller Avenue • Suite "A" • Newport Beach, CA 92660
Phone: 949-861-3396 • Fax: 949-861-3399

Page 5 of 7



Pezeshki Engineering, Inc.
Mechanical Engineers

District Office Energy Audit
Rancho Santiago Community College District
Santa Ana, CA
Fee Proposal

ATTACHMENT "A"
Professional Engineering Services
Fee Schedule

<u>Classification</u>	<u>Rate per Hour (\$)</u>
1. Principal Engineer	\$190.00
2. Associate	\$170.00
3. Project Engineer/Manager	\$140.00
4. Design Drafter	\$95.00
5. Travel expenses	Cost
6. Per Diem Expenses	Cost
7. Reproductions	\$15.00 per sheet \$0.15 per Copy.
8. Outside consultants	Cost Plus 15%.
9. Outside Tests, Reports & Instrumentation.....	Cost Plus 15%



Pezeshki Engineering, Inc.

Mechanical Engineers

**District Office Energy Audit
Rancho Santiago Community College District
Santa Ana, CA
Fee Proposal**

ATTACHMENT "B" Supplemental Services

The following will be considered Supplemental Services and are not included in basic fee:

1. Services after owner's approval of scope of services.
2. Services to make measured drawings of or to investigate existing conditions or facilities to verify the accuracy of drawings or other information furnished by The Client.
3. Services to prepare documents out of sequence.
4. Services to prepare documents for design of central plant or building conversions or any design work not included in the scope of work of this proposal.
5. Consultation concerning of any work not included in the scope of work of this proposal.
6. Services resulting from the award of more than one prime contractor.
7. Engineering services for the design of site wet utilities.
8. Services or consultation after completion of the services indicated in this proposal.
9. Preparation of Record Drawings.
10. Preparing to serve or serving as a consultant or witness for Client or District in any litigation, arbitration, mediation, public hearing or other legal or administrative proceeding involving the Project.

4611 Teller Avenue • Suite "A" • Newport Beach, CA 92660
Phone: 949-861-3396 • Fax: 949-861-3399

Page 7 of 7

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of DSA Inspector of Record, Testing & Inspection for Building "G" – Gym Miscellaneous Upgrades at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District is about to commence with construction of Building "G" – Gym Miscellaneous Upgrades at Santa Ana College. As required for all major construction projects, the District must hire a full-time DSA certified inspector to insure the project is constructed in accordance with DSA approved plans. A Request for Qualifications (RFQ) was sent to nine (9) qualified firms.

ANALYSIS:

On November 26, 2012, the District received two (2) responses to RFQ for certified inspection firms. After reviewing submitted qualifications for similar work experience and references, it is recommended that the District enter into an agreement with TYR I.O.R. to provide DSA mandated inspection services for the Building "G" – Gym Miscellaneous Upgrades at Santa Ana College for a period of approximately four (4) months. Their proposal was based on the construction schedule and project scope of work.

TYR will provide one full-time inspector for one hundred (100) calendar days for an estimated total cost of \$25,000 at the hourly rates noted on the attached fee schedule.

Base Fee Schedule		
Inspector Classification	Inspection Firm/ Hr. Rate	Inspection Firm/ Hr. Rate
DSA Class 1 Inspector	TYR/ \$75	Sandy Pringle Associates/ \$75
DSA Class 2 Inspector	TYR/ \$67	Sandy Pringle Associates/ Not Included
DSA Class 3 Inspector	TRY/ \$63	Sandy Pringle Associates/ Not Included

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with TYR I.O.R. to provide DSA mandated inspection services for the Building "G" – Gym Miscellaneous Upgrades at Santa Ana College as presented.

Fiscal Impact:	\$25,000	Board Date: May 6, 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	



I.O.R. Services
DSA & OSHPD Inspection

March 7, 2013

Alex Oviedo
Construction Supervisor
Rancho Santiago Community College District
2323 North Broadway
Santa Ana, CA 92706

REFERENCE: SANTA ANA COLLEGE – BUILDING G DSA No. 04-111916

Dear Mr. Oviedo,

TYR, Inc. is honored to submit a proposal for inspection services to the above mentioned project for Rancho Santiago Community College District.

As requested, the following estimate is based on the duration of 100 calendar days, estimated at 325 hours and the expected starting month of May 2013 to August 9th, 2013. With an assigned part time Project Inspector, the estimated cost is \$25,000.00 (this estimate excludes overtime, off hours and legal holidays).

Thank you for your time and we look forward to continue working with your District.

Best regards,

Youssef Sobhi
President and Senior Inspector

Termination for Cause:

District may direct Service Provider to terminate, suspend, delay or interrupt Services, in whole or in part, for such periods of time as District may determine in its sole discretion. The District may terminate this Agreement for cause based upon the failure of the Service Provider to comply with its terms and/or conditions; provided that the District gives the Service Provider written notice specifying the Service Provider's failure. If within fifteen (15) working days after receipt of such notice, the Service Provider shall not have corrected such failure and thereafter proceeded diligently to complete such correction, then the District may, at its option, place the Service Provider in default and the Contract shall terminate on the date specified on such notice.



I.O.R. Services
 DSA & OSHPD Inspection

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT FEE SCHEDULE
 Revised Class 1 Rate for SAC-Building G DSA # 04-111916

PROJECT INSPECTOR	CLASSIFICATION	FULLY BURENED HOURLY RATES
Terry Martin Leonard Cloer Kamel Tadros Michael Agib Mohammed Maybed	DSA Class 1	\$75.00
Upon Request	DSA Class 2	\$67.00
Upon Request	DSA Class 3	\$63.00

The above hourly rates are with and without \$500,000 Professional Liability Insurance coverage.
 TYR, Inc. carries a \$2 million Professional Liability policy, in addition to \$1 million Auto Commercial.
 Please see attached Insurance Certificates.

An annual increase of 4% will be applied beginning July 2013.

REGULAR TIME:

First eight (8) hours, Monday through Friday, between the hours of 5:00 a.m. & 5:00 p.m.

OVERTIME:

Any work exceeding 8 hours on full day, Saturday, Sunday and any national recognized holiday will be billed as 1 ½ regular time.

Hourly rate is based on onsite inspection only, no minimum charge will apply.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	May 6, 2013
Re:	Approval of Agreement with HMC Architects to Provide Professional Planning Services – 2013 Capital Outlay Planning		
Action:	Request for Approval		

BACKGROUND

HMC Architects have been providing architecture and planning services for the district. HMC is currently assisting the district with updating all district Educational and Facilities Master Plans. They have also assisted in the preparation of the district’s Five Year Construction Plan, submitted Initial Project Proposals (IPPs) and Final Project Proposals (FPPs) for state funded capital outlay projects on behalf of the district and updated our space utilization inventories in the statewide FUSION database.

ANALYSIS

Architectural consulting services are necessary to prepare and submit the IPPs and FPPs for possible state funding of capital projects. It is recommended that the district enter into an agreement with HMC Architects to provide the following services:

1. Santa Ana College Fine and Performing Arts FPP (2015/16); IPP (2016/17)
2. Santiago Canyon College Student Services FPP (2015/16); IPP (2016/17)
3. Five Year Construction Plan

Anticipated planning services are not to exceed \$38,000 including reimbursable expenses.

This project will be charged to the capital outlay fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with HMC Architects to provide professional planning services – 2013 Capital Outlay Planning as presented.

Fiscal Impact:	Not to exceed \$38,000 including reimbursables	Board Date:	May 6, 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		

April 16, 2013

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



Regarding: 2013 Capital Outlay Planning
HMC #5002013000

Dear Peter:

HMC is pleased to submit our proposal for assisting the district in the development of the 2013 Five Year Construction Plan (FYCP), Final Project Proposals (FPPs) and Initial Project Proposals (IPPs).

We understand the projects to be as described in the approved 2011 Facilities Master Plans for each college and the 2012 Five Year Construction Plan.

A. SCOPE OF WORK:

We propose to collaborate with SAC and SCC and their designated user groups to develop the following:

SANTA ANA COLLEGE

Fine and Performing Arts FPP (2015/16)

- Meet with college defined user group to develop information required for FPP submittal – using new FPP format.
 - Outline building program
 - Conceptual building diagrams and site plan
 - Justification for the project
- Develop cost estimate using state guidelines.
- Up to 3 user group meetings included.

2016/17 IPP

- Coordinate with college to identify new IPP.

Five Year Construction Plan

- Coordinate with District to develop information required for FYCP.

SANTIAGO CANYON COLLEGE

Student Services FPP (2015/16)

- Update previously prepared FPP to new format.
- Up to 2 meetings with college.

2016/17 IPP

- Coordinate with college to identify new IPP



Peter Hardash
Vice Chancellor
April 15, 2013
Page 2

Five Year Construction Plan

- Coordinate with District to develop information required for FYCP.

We understand that this scope of work does not include Third Party Reports and that these will be provided by the District as required.

B. COMPENSATION:

Fee for the scope of work listed above shall be a fixed fee of Thirty Eight Thousand Dollars (\$38,000). Fee includes reimbursable expenses.

If this proposal accurately reflects the scope of services requested, please forward your agreement for signature. As always, thank you for this opportunity to continue our relationship, it is truly our honor to be part of your team.

Sincerely,

HMC GROUP



Deborah Shepley, AIA, LEED®AP, BD+C
Principal, Community College Practice Leader
MO License #006183

cc: Ron Beeler
Sheryl Sterry, Lynete Eloff (HMC)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUSINESS OPERATIONS/FISCAL SERVICES

To:	Board of Trustees	Date:	May 6, 2013
Re:	Approval of Agreement with HMC Architects to Provide Professional Planning Services – Santa Ana College Building Planning		
Action:	Request for Approval		

BACKGROUND

HMC Architects have been providing architecture and planning services for the district. HMC is currently assisting the district with updating all district Facilities Master Plans. They have also assisted in the preparation of the district's Five Year Construction Plan and updated our space utilization inventories in the statewide FUSION database.

ANALYSIS

The District has asked HMC Architects to develop a campus-wide space program to use for planning future facilities and to define the project scope for the new Science Building for use in selecting a design team.

Anticipated planning services are not to exceed \$40,000 including reimbursable expenses.

This project will be charged to the capital outlay fund.

RECOMMENDATION

It is recommended that the Board of Trustees approve the agreement with HMC Architects to provide professional planning services – Santa Ana College building planning as presented.

Fiscal Impact:	Not to exceed \$40,000 including reimbursables	Board Date:	May 6, 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		

April 16, 2013

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



Regarding: Santa Ana College Building Planning
HMC #5002014000

Dear Peter:

HMC is pleased to submit our proposal for assisting Santa Ana College (SAC) in the development of planning documents to assist in the following:

- Develop campus wide space program to use for planning facilities.
- Define project scope for the new Science Building to use for selecting the Design Team.

A. SCOPE OF WORK:

We propose to collaborate with SAC and their designated user groups in the following efforts:

Campus-wide Planning

- Collect educational planning data (WSCH) for all instructional disciplines.
- Coordinate with college and district to determine projected college growth rate.
- Meet with college to analyze data and determine growth rate for each discipline.
- Develop campus wide space program, including parameters for all facilities.

Science Building Planning

- Meet with college defined user group (3 meetings) to discuss the following:
 - Campus planning principles
 - Campus-wide space program
 - Approved Russell Hall FPP (Health Science)
 - Building complex goals
 - Programs to be housed in each building
 - Discipline groupings and adjacencies
 - High level space needs (by category)
- Deliverables will include the following (to align with new FPP requirements)
 - High level building program (JCAF31)
 - Building diagrams

B. COMPENSATION:

Fee for the scope of work listed above shall be a fixed fee of Forty Thousand Dollars (\$40,000). Fee includes reimbursable expenses.

Peter Hardash
Vice Chancellor
April 15, 2013
Page 2

If this proposal accurately reflects the scope of services requested, please forward your agreement for signature. As always, thank you for this opportunity to continue our relationship, it is truly our honor to be part of your team.

Sincerely,

HMC GROUP

A handwritten signature in black ink that reads "Deborah Shepley". The signature is written in a cursive, flowing style.

Deborah Shepley, AIA, LEED®AP, BD+C
Principal, Community College Practice Leader
MO License #006183

cc: Ron Beeler
Sheryl Sterry, Lynete Eloff (HMC)

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of Change Order #1, Fire Lane Improvements at Santa Ana College Orange County Sheriff's Regional Training Academy	
Action:	Request for Approval	

BACKGROUND

On February 4, 2013, the Board of Trustees awarded a contract to De La Torre Commercial Interiors Inc, for Fire Lane Improvements at the Santa Ana College Orange County Sheriff's Regional Training Academy.

ANALYSIS

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

Change Order #1 increases the contract by \$4,250. The revised contract amount is \$49,102. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 9.4% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project was funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #1, for Fire Lane Improvements at Santa Ana College Orange County Sheriff's Regional Training Academy as presented.

Fiscal Impact:	\$4,250	Board Date: May 6, 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	

CHANGE ORDER		Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640	
Project:	Sheriff's Training Academy Fire Lane Improvements	Bid No. Informal	P.O. # 13-P0026228
		D.S.A. No.	N/A
Contractor:	De La Torre Commercial Interiors Inc	Change Order No. 1	
Architect:	N/A	Date: April 18, 2013	

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		\$44,852.00
Previous Change Orders	\$0.00	
This Change Order	\$4,250.00	
Total Change Orders		\$4,250.00
Revised Contract Amount		\$49,102.00
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		April 5, 2013
Revised Contract Completion Date		April 5, 2013
RSCCD Board Approval Date		

_____ Architect	_____ Authorized Signature	_____ Date
_____ De La Torre Commercial Interiors Inc.	_____ Authorized Signature	_____ 4/18/2013
_____ Contractor Name		_____ Date
_____ Construction Manager - Bernards	_____ Authorized Signature	_____ Date
_____ District Inspector	_____ Authorized Signature	_____ Date
_____ Darryl A. Odum		_____ Date
_____ Director - District Construction and Support Services		
_____ Assistant Vice Chancellor - Facility Planning	_____ Authorized Signature	_____ Date
_____ Peter J. Hardash		_____ Date
_____ Vice Chancellor, Business Operations/Fiscal Services		_____ Date

CHANGE ORDER

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

Project: *Sheriff's Training Academy Fire Lane Improvements*

Bid No. *0* P.O. # *13-P0026228*

D.S.A. No. *N/A*

Contractor: *De La Torre Commercial Interiors Inc*

Change Order No. *1*

Architect: *N/A*

Date: *April 18, 2013*

ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Additional cost to saw, cut, break and remove damaged concrete curbs and haul off debris.</p> <p><u>REASON:</u></p> <p><u>REQUESTOR:</u></p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$1,785.00
2.0	<p><u>DESCRIPTION:</u> Additional cost to remove rock base section embedded in concrete.</p> <p><u>REASON:</u></p> <p><u>REQUESTOR:</u></p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		\$2,465.00
3.0	<p><u>DESCRIPTION:</u></p> <p><u>REASON:</u></p> <p><u>REQUESTOR:</u></p> <p><u>TIME EXTENSION:</u> ADDS 0 calendar days</p>		
Sub-Total		\$0.00	\$4,250.00
Total			\$4,250.00

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of Notice of Completion: Bid #1179 - Road Alignment/Cul-de-sac and Parking Lot Expansion at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Los Angeles Engineering, Inc. to complete the Road Alignment/Cul-de-sac and Parking Lot Expansion at Santa Ana College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on April 10, 2013, and in compliance with Public Contract Code, a Notice of Completion needs to be approved by the District and filed with the County Recorder. Total cost of the project was \$2,628,286.73

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for grading for the Road Alignment/Cul-de-sac and Parking Lot Expansion at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: May 6, 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	

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. 17th Street, Santa Ana, California, caused improvements to be made to the property to with: Bid No. 1179 –Road Alignment/Cul-de-sac and Parking Lot Expansion, the contract for the doing of which was heretofore entered into on the 17th day of January, 2012, which contract was made with Los Angeles Engineers Inc. PO# 12-BP000258, as contractor; that said improvements were completed on the 11th day of April, 2013, and accepted by formal action of the governing Board of said District on the 6th day of May, 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 Safeco Insurance Company of America.

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 _____ 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: May 6, 2013
Re:	Adoption of Resolution No. 13-20 - Concrete for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On April 11, 2011, the Board of Trustees 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 Resolution No. 13-20 as well as Exhibit A.

Resolution No. 13-20 and Change Order #11 as outlined, increases the contract by \$5,090. The revised contract amount is \$ 1,482,095.96 . The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total change orders for the project are 13.75% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 13-20, for Guy Yocom Construction, Inc, Bid #1136, concrete for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$5,090	Board Date: May 6, 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	

**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 HUMANITIES BUILDING**

RESOLUTION NO. 13-20

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 Guy Yocom Construction, Inc. (“Contractor”);

WHEREAS, subsequent to the award of the contract for the Project, it was determined that additional work was necessary on the Project (“Change Order”) including removing and reinstalling concrete panels to accommodate new storm drain connection. These items are more fully described in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$5,090 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 6th day of May, 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 6th day of May, 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 6th day of May, 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***

CHANGE ORDER		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. 11		
Architect: LPA Inc	Date: April 17, 2013		

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	\$174,105.96	
This Change Order	\$5,090.00	
Total Change Orders		\$179,195.96
Revised Contract Amount		\$1,482,095.96
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		May 6, 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. 1136	P.O. # 10-BP000253
		D.S.A. No.	04-110212
Contractor: Guy Yocom Construction		Change Order No.	11
Architect: LPA Inc		Date:	April 17, 2013
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p>DESCRIPTION: COR # 74 and CM# 305- Remove and reinstall concrete panels to accommodate new storm drain connection.</p> <p>REASON: The District requested the added scope in order to accommodate the storm drain connection.</p> <p>REQUESTOR: District</p> <p>TIME EXTENSION: ADDS 0 calendar days</p>	\$0.00	\$5,090.00
Sub-Total		\$0.00	\$5,090.00
Total			\$5,090.00

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Adoption of Resolution No. 13-21 – Plumbing for the Humanities Building at Santiago Canyon College	
Action:	Request for Adoption	

BACKGROUND:

On March 22, 2010, the Board of Trustees 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 13-21 as well as Exhibit A.

Resolution 13-21 and Change Order #9 as outlined, increases the contract by \$3,500. The revised contract amount is \$874,030.90. 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 15.75% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved these changes.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 13-21, Interpipe Construction, Inc. for Bid #1140, plumbing for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	\$3,500	Board Date: May 6, 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	

**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. 13-21

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 was necessary on the Project (“Change Order”) including labor and materials to install a new storm drain line connection to Building D. 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 \$3,500 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 6th day of May, 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 6th day of May, 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 6th day of May, 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***

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 Contracting Inc	D.S.A. No.	04-110212	
Architect: LPA Inc	Change Order No.	9	
	Date:	April 16, 2013	

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	\$115,470.90	
This Change Order	\$3,500.00	
Total Change Orders		\$118,970.90
Revised Contract Amount		\$874,030.90
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		
RSCCD Board Approval Date		May 6, 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 Contracting Inc		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 9	
		Date: April 16, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<u>DESCRIPTION:</u> Labor and material to install new storm drain line connection to Building D <u>REASON:</u> Existing site utilities were not shown on the contract drawings (Unforeseen Condition) <u>REQUESTOR:</u> District <u>TIME EXTENSION:</u> ADDS 0 calendar days		\$3,500.00
Sub-Total		\$0.00	\$3,500.00
Total			\$3,500.00

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of Notice of Completion: Bid #1136 - Concrete for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Guy Yocom Construction, Inc. to complete the concrete for the Loop Road Extension at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on April 5, 2013, 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 \$469,100.83

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for concrete for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 6, 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	

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 Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: Bid No. 1136 – Concrete for Loop Road Extension, the contract for the doing of which was heretofore entered into on the 11th day of April, 2011, which contract was made with Guy Yocom Construction Inc. PO# 10-BP000257, as contractor; that said improvements were completed on the 5th day of April, 2013, and accepted by formal action of the governing Board of said District on the 6th day of May, 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 Travelers Casualty and Surety.

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: May 6, 2013
Re:	Approval of Notice of Completion: Bid #1139 - Electrical for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Dynalectric, Inc. to complete the electrical for the Loop Road Extension at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on April 5, 2013, 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 \$469,236.61

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for electrical for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 6, 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	

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 Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: Bid No. 1139 – Electrical for Loop Road Extension, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Dynalectric Inc. PO# 10-BP000229, as contractor; that said improvements were completed on the 5th day of April, 2013, and accepted by formal action of the governing Board of said District on the 6th day of May, 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 Travelers Casualty and Surety.

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: May 6, 2013
Re:	Approval of Notice of Completion: Bid #1140 - Plumbing for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Interpipe, Contracting Inc. to complete the plumbing for the Loop Road Extension at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on April 5, 2013, 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 \$155,523.45

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for plumbing for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 6, 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	

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 Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: Bid No. 1140 – Plumbing for Loop Road Extension, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Interpipe Construction Inc. PO# 10-P0014554, as contractor; that said improvements were completed on the 5th day of April, 2013, and accepted by formal action of the governing Board of said District on the 6th day of May, 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 Merchants Bonding Company.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

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

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

Executed at _____ California, on

_____, 20____.

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

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of Notice of Completion: Bid #1146 - Framing for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Inland Building Construction Company, Inc. to complete the framing for the Loop Road Extension at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on April 5, 2013, 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 \$3,000.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for framing for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 6, 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	

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 Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: Bid No. 1146 – Framing for Loop Road Extension, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Inland Building Construction Company Inc. PO# 10-BP000248, as contractor; that said improvements were completed on the 5th day of April, 2013, and accepted by formal action of the governing Board of said District on the 6th day of May, 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 International Fidelity Insurance Company.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

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

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

Executed at _____ California, on

_____, 20____.

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

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of Notice of Completion: Bid #1147 - Interior System for Signage for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Inland Empire Architectural to complete the interior system for signage for the Loop Road Extension at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on April 5, 2013, 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 \$17,052.

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for interior system signage for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 6, 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	

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 Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: Bid No. 1147 – Interior System Signage for Loop Road Extension, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Inland Empire Architectural PO# 10-P0014651 as contractor; that said improvements were completed on the 5th day of April, 2013, and accepted by formal action of the governing Board of said District on the 6th day of May, 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 First National Insurance Company.

Rancho Santiago Community College District of Orange
County, California

by _____

State of California)
 §
County of Orange)

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

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

Executed at _____ California, on

_____, 20____.

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

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

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of Notice of Completion: Bid #1151 - Grading for the Loop Road Extension at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Southern California Grading to complete the grading for the Loop Road Extension at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially complete on April 5, 2013, 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 \$187,061.46

This project was funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for grading for the Loop Road Extension at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: May 6, 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	

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 Santiago Canyon College, located at 8045 E. Chapman Avenue, Orange, California, caused improvements to be made to the property to with: Bid No. 1151 – Grading for Loop Road Extension, the contract for the doing of which was heretofore entered into on the 22nd day of March, 2010, which contract was made with Southern California Grading PO# 10-P0014382, as contractor; that said improvements were completed on the 5th day of April, 2013, and accepted by formal action of the governing Board of said District on the 6th day of May, 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 Hartford Fire Insurance.

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: May 6, 2013
Re: Approval of Consulting Agreement – Raubolt Consulting Services, Inc.	
Action: Request for Approval	

BACKGROUND

Currently, the ITS department has a shortage of Network Specialist IV positions. These positions maintain our current network, complete the upgrade to the new Brocade network equipment, and work with architects to design new cable infrastructure at the Santa Ana College and Santiago Canyon College.

ANALYSIS

In order to continue progress on current and future projects, augment network support services, and assist with various network architecture design projects, it is requested that the proposed agreement for consulting services be approved through June 30, 2014. The contract proposal is on an as needed basis not to exceed \$57,000.

This project is funded by ITS Operating Budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the consulting agreement with Raubolt Consulting Services, Inc. as presented.

Fiscal Impact: \$57,000	Board Date: May 6, 2013
Prepared by: Sylvia LeTourneau, Assistant Vice Chancellor, Information Technology Services	
Submitted by: Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

**Rancho Santiago Community College District
Consultant Services as Senior Network Analyst**

By Raubolt Consulting Services, Inc.

Presented to Sylvia LeTourneau, Assistant Vice Chancellor, ITS

April 15, 2013

Background:

Thank you for the opportunity to submit this proposal to provide services for May 7, 2013 to June 30, 2014. The proposal is based on a time and material as needed basis.

Scope of Work:

RCS will provide consulting services as a Senior Network Analyst for Information Technology Services. Including:

- As the department readies the District for the new Brocade/Dark Fiber network, give the network analysts guidance on methods, processes and technology.
- Provide assistance to the Assistant Vice Chancellor to create a stable network environment.
- Assist the networking staff in preparing network readiness and recommend changes as appropriate.
- Provide guidance to other technical staff concerning network testing and capabilities.
- Provide analysis of the network functionality for ITS projects.
- Work closely with the networking staff and project managers on various network issues and progress.
- Provide guidance to the Assistant Vice Chancellor on needed action to remedy network project delays.
- Provide assistance in knowledge transfer to the incoming Senior Network Analyst.
- Other activities as requested by the Assistant Vice Chancellor.

District's Responsibility:

- Provide access to needed systems and processes as required per the above.
- Provide all necessary reports and documents including, but not limited to, project plans, budgets and planning documents.
- Provide timely consultation on recommendations set forward in the course of the engagement.
- Provide advance notice and coordination with consultant's commitments for on-site visits.
- Provide suitable work space when consultant is on site.

Consultant's Responsibility:

- Attend and participate in meetings as required.
- With proper notice, be available to attend administrative meetings as decided by the Assistant Vice Chancellor.
- Be available remotely by phone or E-mail as planned and required.
- Provide an active E-mail address or phone number with voice mail.

Duration:

- The terms of this proposal are from May 7, 2013 to June 30, 2014.
- The consultant will be available up to 10 hours per week for on-site visits and remote consultation.
- With 30 days' notice, the college can terminate the agreements. All service hours worked will be paid upon termination.

Investment:

- RCS guarantees the hourly rate of \$95 not exceed 600 hours or \$57,000 for duration of the agreement.
- The RCS will carry liability insurance of one million dollars.
- The District waives the requirement to carry worker's compensation insurance.
- The Consultant will invoice the District monthly.
- The District will process payment net 30 days.

Rancho Santiago Community College

Raubolt Consulting Services, Inc.

By: _____

By: _____

Name: Peter Hardash

Name: Jack Raubolt

Title: Vice Chancellor, Business Operations
and Fiscal Services

Title: Principal

Date: _____

Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
DISTRICT OFFICE – EDUCATIONAL SERVICES

To:	Board of Trustees	Date: May 6, 2013
Re:	Approval of Provision of Services Agreement between Internacionales de la Moda, S.A. de C.V. and Rancho Santiago Community College District	
Action:	Request for Approval	

BACKGROUND

The CITD provides international business consulting, seminars, training, and trade missions to local small businesses looking to create jobs and increase revenue through exports. Through the California STEP (State Trade Export Promotion) program, a program funded in part through a grant award by the U.S. Small Business Administration, Rancho Santiago CITD is coordinating a trade mission to Mexico to assist local small businesses in the fashion industry to increase exports.

ANALYSIS

The Rancho Santiago CITD requires the service of Internacionales de la Moda, S.A. de C.V. (Intermoda) to lease exhibition space to be used by twelve California companies participating at Intermoda Fashion Expo in Guadalajara, Mexico from July 16 to July 19, 2013. Participating companies will showcase their apparel and fashion products at the Intermoda Fashion Expo.

Project Administrator is Enrique Perez and Project Director is Jetza Torres.

RECOMMENDATION

It is recommended that the Board of Trustees approve the provision of services agreement with the Internacionales de la Moda, S.A. de C.V. as presented.

Fiscal Impact:	\$26,220.00	Board Date: May 6, 2013
Prepared by:	Enrique Perez, Assistant Vice Chancellor, Educational Services	
Submitted by:	John Didion, Executive Vice Chancellor, Human Resources and Educational Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



**PROVISION OF SERVICES AGREEMENT
(TEMPORARY LEASE OF SPACES "BOOTH")**

ENTERED INTO BY AND BETWEEN THE COMPANY KNOWN AS "INTERNACIONALES DE LA MODA, S.A. DE C.V." REPRESENTED HEREIN BY MR. **JORGE CASTELLANOS VAZQUEZ**, HEREINAFTER AND FOR THE EFFECTS OF THIS AGREEMENT REFERRED TO AS "INTERMODA" AND COMPANY ARTIFICIAL OR NATURAL PERSON, WHOSE NAME AND OTHER GENERAL INFORMATION IS DETAILED ON THE FRONT PAGE OF THIS AGREEMENT, HEREINAFTER AND FOR THE EFFECTS OF THIS AGREEMENT REFERRED TO AS "THE EXHIBITOR". BOTH PARTIES HAVING THE CAPACITY TO ENTER INTO AND BE BOUND BY AGREEMENTS, DECLARE THEY WISH TO ENTER INTO THIS AGREEMENT ACCORDING TO THE FOLLOWING STATEMENTS AND CLAUSES:

STATEMENTS:

I.- "INTERMODA" through its legal representative states:

- a) That it was legally established according to Mexican laws through Public Deed No. 9414, dated February 28, 2003, executed and witnessed before Notary Public number 10 of the municipality of Guadalajara, Jalisco, Mr. Jesús Manzaneros Lejarazu and duly recorded in the Public Registry of Property in the corresponding section.
- b) That it has its address at Tonantzin # 1061 Col. Jardines del Bosque, Guadalajara, Jalisco, which is duly registered in the Federal Taxpayers' Registry with code IMO-990712-9P9.
- c) That its representative has the necessary powers to oblige its client and they have not been revoked, modified, or limited in any way.
- d) That it has entered into a sublease agreement with the company named Operadora de Ferias y Exposiciones, S.A. de C.V., hereinafter referred to as "EXPO GUADALAJARA" to carry out the event called "INTERMODA JULY 2013" which will take place during the days **16,17,18,19** of **JULY 2013**, in the International Exhibitions and Conventions Center called "Expo Guadalajara-Centro de Exposiciones", located in the city of Guadalajara, Jalisco, Mexico, having all of the authorizations, permits, and licenses which according to the applicable laws are necessary for the operation and execution of the event.
- e) That it is its interest to provide the temporary lease of delimited spaces "BOOTH" exclusively for the event called "INTERMODA JULY 2013" which are defined as spaces delimited by white melanin screens, including labeled canopy, 1 electric socket of 500 watts, and carpet, stating that it has the necessary and trained personnel to assemble and disassemble the space subject matter of this agreement. It also applies in the temporary lease of spaces with international design which includes all of the institutional assembly plus a table, three chairs, counter, rack or panel, as the case may be.

II.- "THE EXHIBITOR" through its legal representative states:

- a) That it is a Trading Company legally established in accordance with the law, up to date in the payment of the corresponding taxes, declaring it ratifies all of the data that appears on the "FRONT PAGE" of this agreement as they are true.
- b) That its legal representative, who is present in the execution of this act, has the sufficient legal powers to oblige its client, as his mandate has not been revoked, modified, or limited in any way
- c) That it is its interest to enter into this agreement so as to take in temporary lease the spaces "BOOTH" whose description, characteristics, and location are detailed in the "FRONT PAGE" of this agreement, to be used exclusively during the event "INTERMODA JULY 2013" for the exhibition of articles of clothing, accessories, and technology related to the clothing industry.

III.- Both parties agree that the contracting request is subject to acceptance and approval on behalf of "INTERMODA" and to the availability of the requested space, thus its sending and/or delivery does not generate rights or obligations for any of the parties. Consequently, this agreement is the only agreement that exists between the parties with regards to the agreed purpose, thus any promise, offer, or agreement, verbal or written, carried out between the parties, its representatives, employees, commission agents, salespersons, or intermediaries that is not expressly contained in this agreement and its exhibits is completely void.

IV.- In consideration of the foregoing statements and mutually acknowledging the capacity in which they appear, both parties agree to enter into this agreement according to the following:

CLAUSES

FIRST.- PURPOSE OF THE AGREEMENT

"INTERMODA" shall provide in favor of "THE EXHIBITOR" the service of temporary lease for a determined and fixed period of the spaces "BOOTH" which are described in the "FRONT PAGE" of this agreement, and "THE EXHIBITOR" shall receive them accordingly and in a good state on the hired date to be used exclusively for the commercial purposes of promotion and exhibition during the event called "INTERMODA JULY 2013" to be carried out on the days **16 to 19 of JULY 2013** in the International Exhibitions and Conventions Center called "Expo Guadalajara-Centro de Exposiciones", located on Avenida

Mariano Otero number 1499 of the city of Guadalajara, Jalisco, Mexico. Any change of the agreed use shall give rise to the immediate termination of this agreement without responsibility to **"INTERMODA"**.

The service hired includes, in addition to the lease of the **"BOOTH"**, the services of general cleaning of the common areas, control and registration of visitors, insertion of information of **"THE EXHIBITOR"** in the exhibitors directory and elaboration of fliers and invitations for direct advertising and their delivery, provided the service is hired within the dates established by **"INTERMODA"**, advertising of the event in specialized media, permanent surveillance 24 hours a day of common areas, not in the **"BOOTH"** specifically; **"THE EXHIBITOR"** is exclusively responsible for the safekeeping of its goods and belongings, insurance against fire, civil responsibility, and damage to third parties, and badges for its personnel. These services are subject to the terms, conditions, limitations, and restrictions that are set forth in the document called **"EXHIBITOR'S MANUAL"** which is sent before the event and of which **"THE EXHIBITOR"** states to know its content.

SECOND.- TERM

This agreement shall have validity for a determined and fixed period in accordance with the term specified in the **"FRONT PAGE"** of this agreement. Any obligation that extends beyond the termination term of this agreement because of its nature shall continue valid until its fulfillment.

Once the term has expired, **"THE EXHIBITOR"** is obliged to vacate the hired spaces and return the **BOOTH** in the same conditions in which they were received, with the understanding that in order to remove the displays and vacate the **"BOOTH"**, **"THE EXHIBITOR"** shall not have any debts with **"INTERMODA"**. At the end of the stipulated term, **"INTERMODA"** has the power to remove without responsibility and at the expense of **"THE EXHIBITOR"**, in case the latter has not done so in the agreed form and terms, the goods and advertisements that occupy the leased space. **"INTERMODA"** shall have the right to withhold in guarantee of the obligations of **"THE EXHIBITOR"** the goods and advertisements property of the latter installed in the leased space.

"THE EXHIBITOR" is obliged, if the case may be, to replace and/or repair the goods whose destruction, deterioration, or loss is attributable to him.

THIRD.- CONSIDERATION AND FORM OF PAYMENT

In accordance to the commercial policies and prices that are established in the **"FRONT PAGE"**, **"THE EXHIBITOR"** shall pay **"INTERMODA"** as consideration the corresponding amounts as is set forth in the **"FRONT PAGE"** of this agreement in the form and terms established therein, with the understanding that the amount of the agreed consideration shall be completely covered before the celebration of the event **"INTERMODA JULY 2013"**. In case the payments are not covered in the agreed form and terms, it shall be a special cause of termination of this agreement without responsibility to **"INTERMODA"**.

Intermoda reserves the right to relocate exhibitors who do not comply with the stipulated schedule of payments.

All of the payments shall be made in the address of **"INTERMODA"** in the city of Guadalajara, Jalisco, through check. Likewise, the payments may be made through electronic transfer to the bank account of **"INTERMODA"**

FOURTH.- SPECIAL SERVICES IN THE ASSEMBLY OF THE BOOTH

"INTERMODA" is obliged to hand over the exhibition **"BOOTH"** under the terms, conditions, and characteristics of an Institutional Assembly, as it is described in the **"EXHIBITOR'S MANUAL"**. Any modification of the design, furniture, equipment, and accessories of the **BOOTH** must be previously authorized by **"INTERMODA"** and shall be at the exclusive expense of the **"THE EXHIBITOR"**.

"THE EXHIBITOR" is obliged to follow the regulations, schedules, and procedures for the assembly, exhibition, and disassembly of the **"BOOTH"** which are expressly established in the **"EXHIBITOR'S MANUAL"**.

FIFTH.- RELOCATION OF STANDS

"INTERMODA" reserves the right to relocate the **"BOOTH"** in order to improve the aesthetic aspect of the exhibition and organization, as well as to adjust the ornamentation elements of the exhibition.

SIXTH.- OPERATION REGULATIONS

During the event **"INTERMODA JULY 2013"**, the activities of the exhibition area shall be strictly regulated by the norms contained in the Operation Regulations included in the **"EXHIBITOR'S MANUAL"**, for which **"THE EXHIBITOR"** jointly with the companies he hires for the works of assembly and disassembly of the **"BOOTH"** are invariably obliged to strictly follow.

SEVENTH.- PROHIBITIONS

"THE EXHIBITOR" is forbidden from:

- a.- Making any changes to the form and/or dimensions of the **BOOTH**, without the previous authorization of **"INTERMODA"**.
- b.- Having dangerous, corrosive, or flammable substances before, during, and after the event.
- c.- Hammering, drilling, stapling, painting or using adhesives that leave residues, as well as from using materials that deteriorate the floor or walls of the exhibitions center (paint, plaster, oils, etc.)
- d).- Admitting anyone under 14 years old.

- e).- Having sound systems and live music.
- f).- It is strictly forbidden to sell retail during the event.
- G).-Introducing food and beverage other than those offered at the venue Expo Guadalajara.

EIGHTH.- RESTRICTIONS TO "THE EXHIBITOR"

"**THE EXHIBITOR**" may not in any way assign, transfer, or transmit the services hired through this agreement partially or completely. Any act that contravenes what is set forth in this clause shall be null and inoperable with regards to "**INTERMODA**" and shall give rise to the immediate termination of this agreement.

NINTH.- RESPONSIBILITIES WITH THIRD PARTIES

"**THE EXHIBITOR**" must have all of the required licenses, permits, and authorizations and obliges itself to abide by all the applicable laws and norms, including those with regards to intellectual property, copyright, administrative, labor, and social security.

"**THE EXHIBITOR**" is solely and exclusively responsible for having all of the custom, fiscal, registration, and legal permits and paperwork corresponding to its brand, samples, and merchandises, freeing "**INTERMODA**" of any responsibility to the matter.

"**THE EXHIBITOR**" expressly acknowledges that it is an established independent company with its own elements to fulfill its activities and that this agreement does not create any type of relationship of agency or representation between the parties, or between "**INTERMODA**" and the personnel of "**THE EXHIBITOR**". Thus, "**THE EXHIBITOR**" shall be solely responsible for the work relations that exist with its hired personnel, whether individual or collective, in the terms of the Federal Labor Law and its Regulations, as well as the Social Security Law, the "INFONAVIT" Law, and other applicable judicial codes. In consequence, "**THE EXHIBITOR**" shall be responsible for any work accident that may come about during the event (including assembly and disassembly of the "**BOOTH**", assuring that all the personnel it may use wear the safety equipment needed to avoid work accidents, being obliged to follow all of the relative provisions of the General Regulations regarding Safety and Hygiene in the Workplace.

Likewise, "**THE EXHIBITOR**" shall be directly responsible for its relations with its clients and suppliers with regards to the goods or services used in the event, in this case freeing "**INTERMODA**" of any responsibility.

"**THE EXHIBITOR**" shall be exclusively responsible for each and every obligation referred to in this Clause, even if the latter sub-hires a service completely or partially, thus he is obliged to free and safeguard "**INTERMODA**" from such claims and their consequences.

"**THE EXHIBITOR**" shall be exclusively responsible for any damages caused to third parties due to his participation in the event subject matter of this agreement and shall respond to them even when the claims are made to "**INTERMODA**", who he is obliged to free and safeguard from such claims and their consequences if the case may be.

TENTH.- CAUSES FOR TERMINATION

The parties agree and "**THE EXHIBITOR**" expressly accepts that "**INTERMODA**" can unilaterally terminate this agreement with previous written notification delivered to "**THE EXHIBITOR**" without any responsibility to "**INTERMODA**" and without the need for legal statements or intervention, for any of the following causes, including but not limited to:

- a).- In case "**THE EXHIBITOR**" fails to comply in any way with the payment of the agreed consideration.
- b).- In case "**THE EXHIBITOR**" shares or sub-leases, assigns or transfers in any way the use of the hired "**BOOTH**".
- c).- In case "**THE EXHIBITOR**" fails to comply with any of the regulations, restrictions, and prohibitions contained in the EXHIBITOR'S MANUAL and the OPERATION REGULATIONS contained therein.
- d).- If before entering into this agreement or during its performance, "**THE EXHIBITOR**" provides false information to "**INTERMODA**", or real information that has changed without giving notice to "**INTERMODA**", provided such change can affect or limit the compliance of the obligations of "**THE EXHIBITOR**" in any way.
- e).- If "**THE EXHIBITOR**" does not appear to receive the spaces hired in the agreed form and terms.
- f).- If "**THE EXHIBITOR**" refuses to correct, repair, or replace any good that he deteriorated, lost, or removed.
- g) If it is the expressed will of the "**THE EXHIBITOR**".
- h).- In general, for the failure to comply on behalf of "**THE EXHIBITOR**" with any of the obligations agreed upon and deriving from his agreement and its exhibits, or to the instructions of "**INTERMODA**" regarding the services subject matter of this agreement.
- i).- Others set forth by Laws.

In any case in which for causes attributable to "**THE EXHIBITOR**" the termination of this agreement is carried out, "**INTERMODA**" shall have the powers to deny or suspend the hired services, even having the powers to proceed to evacuate "**THE EXHIBITOR**" and/or non-authorized third parties from the "**BOOTH**" with no further processing, even during the event, without any responsibility.

Likewise, in case the termination of this agreement is carried out for causes attributable to "**THE EXHIBITOR**", "**THE EXHIBITOR**" accepts that the payments made up to that moment shall not be refunded or accredited to subsequent events, continuing in benefit of "**INTERMODA**".

ELEVENTH.- USE OF THE BRAND INTERMODA

The name "INTERMODA" is a registered brand property of "INTERNACIONALES DE LA MODA, S.A. DE C.V." and may only be used to promote the products or services in benefit of "THE EXHIBITOR" during the development of the event referred to in this agreement.

TWELFTH.- UNFORESEEN CIRCUMSTANCE OR FORCE MAJEURE

"INTERMODA" is freed from any obligation derived from this agreement in case the event "INTERMODA JULY 2013" is not carried out in the terms agreed upon due to causes beyond its will or force majeure.

THIRTEENTH.- RESERVE OF RIGHTS

"INTERMODA" reserves the right to change or assign places for subsequent events, thus "THE EXHIBITOR" shall not be able to demand the future right over spaces assigned after the established reservation date.

FOURTEENTH.- COMMUNICATIONS AND MODIFICATIONS TO THE AGREEMENT

All of the modifications to the terms, duration, and conditions of this agreement or its exhibits shall be expressly communicated in writing to both parties.

FIFTEENTH.- ADDRESS

The parties set forth as address to receive all types of notifications with regards to this agreement those stipulated on the FRONT PAGE of this agreement.

SIXTEENTH.- LEGALITY

The contracting parties declare that all of the stipulations contained in this agreement were agreed upon without error, fraud, violence, or bad faith that could invalidate it, thus they explicitly waive invoking such causes for nullity. Notwithstanding the aforementioned, in case one or more provision contained in this agreement is, for any reason, invalid, illegal, or not feasible in any aspect, such invalidity or illegality shall not affect any other provision set forth herein and this agreement shall be interpreted as if such invalid or illegal provision was never included.

SEVENTEENTH.- TITLES OF CLAUSES

The headings of the clauses of this agreement are only included to facilitate its reference and do not limit or affect the terms or provisions of this Agreement in any way.

EIGHTEENTH.- APPLICABLE LAWS AND JURISDICTION

For everything related to the interpretation and compliance of this Agreement, the parties expressly submit themselves to the provisions of the Civil Code for the State of Jalisco and the jurisdiction and competence of the Courts of the First Judicial District of the State of Jalisco located in Guadalajara, expressly waiving any other jurisdiction that may correspond to them by virtue of their present or future addresses, or for any other reason

The parties having read this agreement ratify its content and legal value and sign it in the city of Guadalajara, Jalisco, on the date set forth on the "FRONT PAGE" of this agreement.

"THE EXHIBITOR"

"INTERMODA"

INTERNACIONALES DE LA MODA SA DE CV

Company, Name, and Signature

Company, Name, and Signature

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Chancellor's Office)

To: Board of Trustees	Date: May 6, 2013
Re: Approval of Privileges for Student Trustee	
Action: Request for Action	

BACKGROUND

Board Policy 2015 (formerly BP 9006) delineates the qualifications and responsibilities of the student trustee. In accordance with requirements contained in the Education Code, the board of trustees must take action on or before May 15 of each year to delineate the privileges of the student trustee for the following year, which begins June 1.

RECOMMENDATION

It is recommended that the Board of Trustees approve the following privileges for the student trustee:

- The privilege to make and second motions;
- The privilege to attend closed sessions on matters relating to student discipline;
- The privilege to receive the same compensation as the other members of the board;
- The privilege to serve on board committees.

Fiscal Impact: \$9,300	Board Date: May 6, 2013
Prepared by: Anita Lucarelli, Executive Assistant to the Board of Trustees	
Submitted by: Raúl Rodríguez, Ph.D., Chancellor	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

BP 2015 Student Member

Reference:

Education Code Section 72023.5

The Board shall include one non-voting student member. The term of office shall be one year commencing June 1.

The student member shall be enrolled in and maintain a minimum of five (5) semester units in the District at the time of nomination and throughout the term of service. The student member is not required to give up employment with the District. The student shall maintain the standards of scholarship and eligibility criteria enumerated in Administrative Regulation 2015.

The student member shall be seated with the Board and shall be recognized as a full member of the Board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The student member shall be entitled to any mileage allowance necessary to attend board meetings and reimbursement for travel (see BP 2735) to the same extent as publicly elected trustees.

The student member shall have the privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the board. The student member may, prior to the vote on any item before the Board, advise the President of the Board that the student member would like to cast his/her vote first as a means of providing advice to the Board.

The student member shall not be liable for any acts of the Governing Board.

On or before May 15 of each year, the Board shall consider whether to afford the student member any of the following privileges:

- The privilege to make and second motions;
- The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
- The privilege to receive compensation for meeting attendance and the amount of that compensation, up to the amount prescribed by Education Code Section 72425.
- The privilege to serve a term commencing on May 15.
- The privilege to serve on Board committees.

Revised: October 8, 2012 (Previously BP9006)