

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Board of Trustees (Regular meeting)
Monday, February 3, 2014
2323 North Broadway, #107
Santa Ana, CA 92706

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 pursuits 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, to act, to communicate and to think critically. We are committed to maintaining standards of excellence and providing accessible, transferable, and engaging education to a diverse community.

Americans with Disabilities Acts (ADA)

It is the intention of the Rancho Santiago Community College District to comply with the Americans with Disabilities Acts (ADA) in all respects. If, as an attendee or a participant at this meeting, you will need special assistance, the Rancho Santiago Community College District will attempt to accommodate you in every reasonable manner. Please contact the executive assistant to the board of trustees at 2323 N. Broadway, Suite 410-2, Santa Ana, California, 714-480-7452, on the Friday prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

A G E N D A

1.0 PROCEDURAL MATTERS

4:30 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance to the United States Flag

1.3 Approval of Additions or Corrections to Agenda

Action

1.4 Public Comment

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

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

1.5 Approval of Minutes – Regular meeting of January 13, 2014

Action

1.6 Approval of Consent Calendar

Action

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

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

1.7 Public Hearing – Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Center Teachers, CSEA Chapter 888

1.8 Presentation on Early Head Start Program

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from the Chancellor

- Accreditation
- Baccalaureate Degree Program

2.2 Reports from College Presidents

- Accreditation
- 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 INSTRUCTION

*3.1 Approval of Nursing Program Agreement Renewal – St. Jude Medical Center **With** Instructor Action

The administration recommends approval of the renewal of clinical affiliation agreement with St. Jude Medical Center located in Fullerton, California.

*3.2 Approval of Nursing Program Agreement Renewal – St. Jude Medical Center **Without** Instructor Action

The administration recommends approval of the renewal of clinical affiliation agreement with St. Jude Medical Center located in Fullerton, California.

*3.3 Approval of Nursing Program Agreement Renewal – Companion Hospice Action

The administration recommends approval of the renewal of clinical affiliation agreement with Companion Hospice located in Orange, California.

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

- *3.4 Approval of Amendment #6 to OTA Agreement – Cedars-Sinai Medical Center Action
The administration recommends approval of the agreement amendment with Cedars-Sinai Medical Center in Los Angeles, California.
- *3.5 Approval of Amendment #2 to OTA Agreement – Northridge Hospital Medical Center Action
The administration recommends approval of the agreement amendment with Northridge Hospital Medical Center in Northridge, California.
- *3.6 Approval of Consulting Agreement with Orange Unified School District (OUSD) Action
The administration recommends approval of the consulting agreement with OUSD to authorize Santiago Canyon College (SCC) Orange Education Center (OEC) to provide noncredit classes at OUSD facilities for the period of January 27, 2014, through May 30, 2014, as presented.
- *3.7 Approval of Agreement with Sheraton Cerritos for Los Angeles/Orange County Regional Consortia Chief Instructional Officer meeting on February 13, 2014 Action
The administration recommends approval of the agreement with Sheraton Cerritos for the Los Angeles/Orange County Regional Consortia California Community College Chief Instructional Officers meeting on February 13, 2014.
- *3.8 Approval of Renewal Agreement with Sheraton Cerritos for Los Angeles/Orange County Regional Consortia Monthly Meetings in April, May, and June 2014 Action
The administration recommends approval of the agreement with Sheraton Cerritos for the Los Angeles/Orange County Regional Consortia monthly meetings in April, May and June 2014.

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

- *4.1 Approval of Payment of Bills Action
The administration recommends payment of bills as submitted.
- 4.2 Quarterly Investment Report as of December 31, 2013 Information
The quarterly investment report as of December 31, 2013, is presented as information.
- *4.3 Approval of Budget Increases/Decreases and Budget Transfers Action
The administration recommends approval of budget increases, decreases and transfers during the month of December 2013.

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

- *4.4 Approval of Quarterly Financial Status Report (CCFS-311Q) for period Ended December 31, 2013 Action
The administration recommends approval of the CCFS-311Q report for the period ending December 31, 2013, as presented.
- *4.5 Adoption of Resolution No. 14-03 – Separate Bank and Investment Accounts Action
The administration recommends adoption of Resolution No. 14-03 regarding separate bank and investments accounts as presented.
- *4.6 Approval of Agreement with Newcomb, Anderson, and McCormick, Inc. for Consulting Services for Development of District Sustainability Plan Action
The administration recommends approval of the contract with Newcomb, Anderson, and McCormick, Inc. for consulting services for the development of a district sustainability plan as presented.
- *4.7 Approval of Agreement with R2A Architecture for Architectural Services for Orange Education Center Action
The administration recommends approval of the contract with R2A Architecture for architectural programming services for OEC as presented.
- *4.8 Approval of Agreement with LSA Associates, Inc. for California Environmental Quality Act (CEQA) and Parking Consulting Services for Santa Ana College (SAC) Action
The administration recommends approval of the contract with LSA Associates, Inc. for CEQA and parking consulting services for SAC as presented.
- *4.9 Approval of Change Order #1 for Bid #1189 – Contract with Optima RPM, Inc. for Building “G” Renovations at Santa Ana College Action
The administration recommends approval of change order #1 for Bid #1189 for the contract with Optima RPM, Inc. for Building “G” renovations at SAC as presented.
- *4.10 Approval of Notice of Completion for Bid #1189 – Contract with Optima RPM, Inc. for Building “G” Renovations at Santa Ana College Action
The administration recommends approval of the notice of completion for Bid #1189 for the contract with Optima RPM, Inc. for Building “G” renovations at SAC as presented.

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

- *4.11 Adoption of Resolution No. 14-02 for Change Order #7 for Bid #1180 - Contract with WoodCliff Corporation for Construction Services for Perimeter Site Improvements for Santa Ana College Action
The administration recommends adoption of Resolution No. 14-02 for change order #7 for Bid #1180 for WoodCliff Corporation for construction services for perimeter site improvements for SAC as presented.
- *4.12 Approval of Change Order #20 for Bid #1139 – Contract with Dynalectric, Inc. for Electrical Work for Humanities Building at Santiago Canyon College (SCC) Action
The administration recommends approval of change order #20 for Bid #1139 for Dynalectric, Inc. for the Humanities building at SCC as presented.
- *4.13 Approval of Award of Bid #1220 – Sports Field Netting Project at Santiago Canyon College Action
The administration recommends approval of awarding Bid #1220 to West Coast Netting, Inc. for the sports field netting project at SCC as presented.
- *4.14 Approval of Notice of Completion for Bid #1134 – Contract with Tropical Plaza Nursery Inc. for Landscaping for Humanities Building at Santiago Canyon College Action
The administration recommends approval of the notice of completion with Tropical Plaza Nursery Inc. for landscaping for the Humanities building at SCC as presented.
- *4.15 Approval of Independent Contractors Action
The administration recommends approval of the following independent contractor: Jennifer Walsvick, LCSW, for consulting services to provide supervision and field instruction to Master of Social Work Interns assigned to RSCCD Early Head Start (EHS) program. Dates of service are February 4, 2014, through December 31, 2014. The fee is estimated at \$21,000 at \$50 per hour.

5.0 GENERAL

- *5.1 Approval of Resource Development Items Action
The administration recommends approval of budgets, acceptance of grants, and authorization for the chancellor or his designee to enter into related contractual agreements on behalf of the district for the following:
- Cal WORKs/Work Study/TANF (SAC/SCC) \$513,392
 - First 5 California Child Signature Program (CSP) (District) \$ 55,000

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

*5.2 Adoption of Resolution No. 14-04 – Children and Families Commission of Orange County (FCI-CSP-03) Action

The administration recommends adoption of Resolution No. 14-04 regarding the Children and Families Commission of Orange County and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district.

*5.3 Approval of Contract with The Entrepreneurial Learning Initiative Action

The administration recommends approval of the agreement with The Entrepreneurial Learning Initiative and authorization be given to the Vice Chancellor, Business Operations/Fiscal Services or his designee to sign the contract on behalf of the district.

5.4 Approval of Board Legislative Committee Recommendations Action

It is recommended the board review and approve the Board Legislative Committee’s recommendations on the following bills:

AB 330	Chau	Student financial aid: disclosures	Watch
AB 548	Salas	Public postsecondary education: community college registered nursing programs	Support
AB 646	Cooley	Public education governance: regional P-20 councils: advisory committee	Watch
AB 675	Fong	Community colleges: employment of faculty	Support
AB 977	Salas	Community colleges: career technical education programs	Support
AB 1431	Gonzalez	School district and community college elections: conflict of interest	Watch
AB 1451	Holden	Concurrent enrollment in secondary school and community college	Support
SB 174	De León	Student financial aid: Cal Grant Programs	Support
SB 240	Yee	Vote by mail ballot drop boxes: higher education campuses	Watch
SB 798	De León	Income taxes: credits: contributions to education funds	Support
SB 845	Correa	Postsecondary education: electronic disbursement of student financial aid	Watch
SB 850	Block	Public postsecondary education: community college districts: baccalaureate degree pilot program	Watch

5.5 Reports from Board Committees Information

- Board Facilities Committee
- Board Legislative Committee

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

5.6 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. Professional Experts
 - e. Student Workers
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: California School Employees Association, Chapter 888
3. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])
4. Conference with Legal Counsel: Anticipated/Potential Litigation (pursuant to Government Code Section 54956.9[b]-[c]) (1 case)

RECONVENE

Issues discussed in Closed Session (Board Clerk)

Public Comment

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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.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

Action

- Approval of Changes in Position
- Approval of Changes in Title
- Approval of Extension of Interim Assignments
- Approval of Changes of Program
- Approval of Leaves of Absence

6.1 Management/Academic Personnel – (cont.)

- Approval of Adjusted Effective Dates of Ratification of Resignations/Retirements
- Ratification of Resignations/Retirements
- Approval of Stipends
- Approval of Part-time Hourly Hires/Rehires
- Approval of Non-paid Instructors of Record
- Approval of Non-paid Intern Service Forms & Waiver Agreements

6.2 Classified Personnel

Action

- Approval of New Appointments
- Approval of Hourly On Going to Contract Assignments
- Approval of Temporary to Contract Assignments
- Approval of Professional Growth Increments
- Approval of Longevity Increments
- Approval of Out of Class Assignments
- Approval of Leaves of Absence
- Ratification of Resignations/Retirements
- Approval of Temporary to Hourly On Going Assignments
- Approval of Changes in Position
- Approval of Temporary Assignments
- Approval of Changes in Temporary Assignments
- Approval of Additional Hours for On Going Assignments
- Approval of Substitute Assignments
- Approval of Instructional Associates/Associate Assistants
- Approval of Community Service Presenters and Stipends
- Approval of Volunteers
- Approval of Student Assistant Lists

6.3 Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to Child Development Center Teachers, CSEA Chapter 888

Action

The administration recommends approval of the district's initial bargaining proposal to the Child Development Center Teachers, CSEA Chapter 888.

7.0 ADJOURNMENT - The next regular meeting and Board Planning Session of the Board of Trustees will be held on Tuesday, February 18, 2014.

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

Board of Trustees (Regular meeting)

Monday, January 13, 2014

MINUTES

1.0 PROCEDURAL MATTERS

1.1 Call to Order

The meeting was called to order at 4:35 p.m. by Mr. Jose Solorio. Other members present were Ms. Claudia Alvarez, Mr. John Hanna, Mr. Larry Labrado, Ms. Nelida Mendoza Yanez, Mr. Phillip Yarbrough, and Mr. Luis Correa. Ms. Arianna Barrios arrived at the time noted.

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

1.2 Pledge of Allegiance to the United States Flag

The Pledge of Allegiance was led by Mr. Correa, Student Trustee, Rancho Santiago Community College District.

Ms. Barrios arrived at this time.

1.3 Approval of Additions or Corrections to Agenda

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to approve a revised page to the agenda, a revised page to the minutes, revised pages and an addendum for Item 6.1 (Academic/Management Personnel), and a revised page and an addendum for Item 6.2 (Classified Personnel).

1.4 Public Comment

Ms. Barbara Lamere spoke regarding the parking spaces at Centennial Park being used by students attending Centennial Education Center.

Mr. Sam Rodriguez spoke regarding renaming the library at Santiago Canyon College (SCC) to the Lorenzo Ramirez Library; Ms. Phyllis Ramirez Zepeda spoke on behalf of the Ramirez family.

1.4 Public Comment – (cont.)

On behalf of the California School Employees Association (CSEA), Chapter 579, Mr. Sean P. Small thanked the board for approving a fair contract for classified staff.

1.5 Approval of Minutes

It was moved by Ms. Alvarez, seconded by Mr. Yarbrough, and carried unanimously to approve the minutes of the meeting held December 9, 2013, as revised.

1.6 Approval of Consent Calendar

It was moved by Mr. Yarbrough, seconded by Ms. Alvarez, and carried unanimously to approve the recommended action on the following items (as indicated by an asterisk on the agenda) on the Consent Calendar, with the exception of Item 4.4 (Nonresident Fees for 2014-2015) removed by Mr. Solorio, Item 5.1 (Subcontract Agreements between RSCCD and CHOC/Help Me Grow, and MOMS Orange County for Early Head Start) removed by Mr. Labrado, and Item 5.2 (Revised and Renumbered Board Policies) removed by Mr. Hanna:

3.1 Approval of New Speech-Language Pathology Assistant Agreement - Dynamic Therapy Solutions, LLC

The board approved the agreement with Dynamic Therapy Solutions, LLC in Palmdale, California.

3.2 Approval of New Speech-Language Pathology Assistant Agreement - Bright Star Speech and Language Services

The board approved the agreement with Bright Star Speech and Language Services in Tustin, California.

3.3 Approval of Speech-Language Pathology Assistant Agreement Renewal - Irvine Unified School District

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

3.4 Approval of New OTA Agreement – Etiwanda School District

The board approved the agreement with Etiwanda School District in Etiwanda, California.

4.1 Approval of Payment of Bills

The board approved payment of bills as submitted.

4.2 Approval of Budget Increases/Decreases and Budget Transfers

The board approved budget increases, decreases and transfers during the month of November 2013.

1.6 Approval of Consent Calendar – (cont.)

4.3 Approval of Contract for Independent Audit Services

The board approved contracting with Vavrinek, Trine, Day & Co., LLP for auditing services for the 2013-2014 fiscal year audits and authorized the Vice Chancellor of Business Operations/Fiscal Services to enter into the contract agreement on the district's behalf as presented.

4.5 Approval of Agreement with Pezeshki Engineering, Inc. for Districtwide LED Lighting Upgrade

The board approved the agreement with Pezeshki Engineering, Inc. for engineering services for the districtwide LED lighting upgrade as presented.

4.6 Approval of Amendment to Agreement with Koury Engineering and Testing, Inc. for Geotechnical, Materials Testing and Special Inspections Services for Perimeter Site Improvements Project at Santa Ana College (SAC)

The board approved the amendment to agreement with Koury Engineering and Testing, Inc. to add additional fees for the perimeter site improvements project at SAC as presented.

4.7 Approval of Amendment to Agreement with Geo-Advantec, Inc. for Soil Inspection and Testing Services for Perimeter Site Improvements Project at Santa Ana College

The board approved the amendment to agreement with Geo-Advantec, Inc. to add additional fees for the perimeter site improvements project at SAC as presented.

4.8 Approval of Notice of Completion for Bid #1197 – Contract with Haitbrink Asphalt Paving, Inc. for Paving for Resurfacing of Parking Lots 6 and 8 at Santa Ana College

The board approved the Notice of Completion with Haitbrink Asphalt Paving, Inc. for paving for the resurfacing of parking lots 6 and 8 at SAC as presented.

4.9 Adoption of Resolution No. 14-01 for Change Order #10 for Bid #1134 – Contract with Tropical Plaza Nursery, Inc. for Landscaping for Humanities Building at Santiago Canyon College (SCC)

The board adopted Resolution No. 14-01 for Tropical Plaza Nursery, Inc. for Bid #1134 for landscaping for the Humanities building at SCC as presented.

4.10 Approval of Notice of Completion for Bid #1151 – Contract with Southern California Grading for Grading for Chapman Entry and Learning Resource Center (LRC) Parking Lot at Santiago Canyon College

The board approved the Notice of Completion with Southern California Grading for Grading for the Chapman entry and LRC parking lot at SCC as presented.

1.6 Approval of Consent Calendar – (cont.)

4.11 Approval of Notice of Completion for Bid #1196 – Contract with Marina Landscape, Inc. for Storm Water Pollution Prevention Plan Maintenance for Humanities Building at Santiago Canyon College

The board approved the Notice of Completion with Marina Landscape, Inc. for storm water pollution prevention plan maintenance for the Humanities building at SCC as presented.

4.12 Approval of Notice of Completion for Bid #1213 – Contract with Sylvester Roofing Company Inc. for Re-Roofing of Building “D” at Santiago Canyon College

The board approved the Notice of Completion with Sylvester Roofing Company Inc. for the re-roofing of Building “D” at SCC as presented.

4.13 Approval of Waiver and Release Agreement with Great American Insurance Company and Tidwell Concrete Construction, Inc. for Concrete for Humanities Building; Athletics and Aquatics Complex; Santiago Canyon Entry and Parking Lot; Chapman Entry and Roadway; and Loop Road Extension Projects at Santiago Canyon College

The board approved the waiver and release agreement with Great American Insurance Company and Tidwell Concrete Construction, Inc. for concrete for the Humanities building; Athletics and Aquatics Complex, Santiago Canyon entry and parking lot; Chapman entry and roadway; and Loop Road extension Projects at SCC as presented.

4.14 Approval of Agreement with Ellucian, Inc. for Student Planning Software, Training and Consulting, and Software Support Services

The board approved the agreement with Ellucian, Inc. for student planning software, training and consulting, and software support services.

4.15 Approval of Agreement with InCommon Federation for Digital Certificate Services

The board approved the InCommon Federation Participation Agreement and Certificate Service Addendum as presented.

4.16 Approval of Purchase Orders

The board approved the purchase order listing for the period November 10, 2013, through December 14, 2013.

1.7 Public Hearing – California School Employees Association, Chapter 888 Initial Proposal to Rancho Santiago Community College District

There were no public comments.

1.8 Presentation on Toll Roads

Mr. Neil Peterson, Chief Executive Officer, Transportation Corridor Agencies, provided a presentation on the Toll Roads.

2.0 INFORMATIONAL ITEMS AND ORAL REPORTS

2.1 Report from Chancellor

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

2.2 Reports from College Presidents

The following college representatives 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. Luis Correa, Student Trustee, provided a report to the board.

2.4 Reports from Student Presidents

Mr. Jorge Sandoval, Student President, Santa Ana College, provided a report to the board.

There was no representation from Santiago Canyon College.

2.5 Reports from Academic Senate Presidents

The following academic senate representatives provided reports to the board:

Ms. Corinna Evett, Academic Senate President, Santiago Canyon College
Mr. John Zarske, Academic Senate President, Santa Ana College

2.6 Informational Presentation on the Budget

Mr. Hardash provided an informational presentation on the budget.

3.0 INSTRUCTION

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

4.0 BUSINESS OPERATIONS/FISCAL SERVICES

Items 4.1, 4.2, 4.3, and 4.5 through 4.16 were approved as part of Item 1.6 (Consent Calendar).

4.0 BUSINESS OPERATIONS/FISCAL SERVICES – (cont.)

4.4 Approval of Nonresident Fees for 2014-2015

It was moved by Mr. Yarbrough and seconded by Mr. Labrado to establish the nonresident tuition fee at \$193 per unit, the capital outlay fee at \$27 per unit, and the application fee at \$25 for 2014-2015 as presented. Discussion ensued. The motion carried with one nay vote from Mr. Solorio.

5.0 GENERAL

5.1 Approval of Subcontract Agreements between RSCCD and CHOC/Help Me Grow, and MOMS Orange County for Early Head Start

It was moved by Mr. Yarbrough and seconded by Ms. Mendoza Yanez to approve the subcontract agreements and authorize the Vice Chancellor of Business Operations/ Fiscal Services or his designee to sign and enter into related contractual agreements on behalf of the district. Discussion ensued. The motion carried unanimously.

5.2 Adoption of Revised and Renumbered Board Policies

It was moved by Mr. Yarbrough and seconded by Mr. Hanna to adopt the following revised and renumbered board policies:

- BP 2305 Annual Organization Meeting
- BP 3250 Institutional Planning
- BP 3900 Speech: Time, Place, and Manner

Mr. Hanna explained the revisions and renumbering to the policies. The motion carried unanimously.

5.3 Authorization for Board Travel/Conferences

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

5.4 Reports from Board Committees

Mr. Labrado provided a report on the January 9, 2014, Board Facilities Committee meeting.

Ms. Barrios encouraged board members to attend legislative meetings the Orange County Community College Legislative Task Force is scheduling in Sacramento following the Community College League of California's conference. She asked that information be sent to the trustees regarding possible dates the task force is scheduling the meetings.

5.5 Board Member Comments

Student Trustee Correa spoke in favor of the Governor's budget.

Ms. Barrios spoke in favor of naming the SCC library after the Ramirez family and offered her assistance regarding the Mendez case display scheduled to be in the library.

Mr. Yarbrough spoke in favor of using Santa Ana College for arena football practice facilities for the Los Angeles KISS team.

Mr. Yarbrough reported he was offered a position to teach economics at Concordia University and after checking with Dr. Rodríguez, confirmed it was not a conflict of interest for him.

Mr. Yarbrough reported he completed the Accrediting Commission for Community and Junior Colleges course on Accreditation Basics.

Ms. Alvarez reported she conducted a radio interview in Burbank on 690 AM, a Spanish station. She thanked Mr. Didion for the information he provided regarding how the district is serving the Latino community.

Mr. Labrado stated that he is not in support of offering four-year degrees at a community college since he does not want to take away from the college's mission to have students in Santa Ana earn associate degrees. He indicated that classroom space that may be utilized to obtain four-year degrees should not infringe upon classroom space used by two-year students and current funding should not be used to fund four-year degrees. He is not in support of offering four-year degrees at a community college unless new monies become available to fund those courses.

Ms. Mendoza Yanez indicated further research needs to be done on the four-year degrees being offered at community colleges since it may take students away from universities.

Ms. Mendoza Yanez asked that informational presentations be provided at a future board meeting regarding English as a Second Language (ESL) and veterans' programs offered at the colleges.

Mr. Hanna indicated he looks forward to a study session or discussion regarding the possibility of offering four-year degrees at a community college, particularly referring to the nursing field.

In reference to the public comments including the renaming of the SCC Library, Mr. Hanna reminded staff that there is a district process (BP 6620 Naming District Properties and Facilities) to rename a building.

5.5 Board Member Comments – (cont.)

Mr. Hanna extended congratulations to Mr. Martin Stringer on his appointment as president of the Orange Empire Conference.

Mr. Hanna expressed thanks to Ms. Christina Romero for assisting Mr. Jess Araujo on his request to use Santa Ana College as a possible site for a film.

Mr. Hanna reported he recently toured the Carpenters' Union facility in Buena Park. He encouraged trustees and facilities staff to visit the district training facility and indicated that RSCCD students are receiving employment after completing the training at this site.

Mr. Solorio thanked the sound technicians that were overseeing use of the new audio system in the boardroom.

Mr. Solorio encouraged board members to be involved with the budget since legislators in Sacramento are defining new terms this year.

Mr. Solorio encouraged board members to advise the board president, chancellor, or board's assistant of future informational items requested.

RECESS TO CLOSED SESSION

The board convened into closed session at 6:35 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. Professional Experts
2. Conference with Labor Negotiator (pursuant to Government Code Section 54957.6)
Agency Negotiator: Mr. John Didion, Executive Vice Chancellor of Human Resources & Educational Services
Employee Organizations: California School Employees Association, Chapter 579
California School Employees Association, Chapter 888
3. Public Employee Performance Evaluation (pursuant to Government Code Section 54957)
 - a. Chancellor
4. Public Employee Discipline/Dismissal/Release (pursuant to Government Code Section 54957[b][1])

Mr. Yarbrough left the meeting at this time.

RECONVENE

The board reconvened at 7:47 p.m.

Closed Session Report

Ms. Alvarez reported the board discussed the aforementioned items and voted unanimously to release Ms. Luz Bejarno, Instructional Center Technician, from probation and terminate the employment of the following custodians: Mr. Adrian Aguirre and Mr. Antonio Munoz.

Public Comment

There were no public comments.

6.0 HUMAN RESOURCES

6.1 Management/Academic Personnel

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

- Approve Employment Agreements
- Approve New Job Descriptions
- Approve Revised Job Descriptions and Titles
- Permission to Accept Outside Assignments
- Approve Change of Assignments
- Approve Corrected Changes of Positions/Grade Levels/Effective July 1, 2013
- Approve Adjusted Effective Date of Resignations/Retirements
- Approve Corrected Division/College for 2013-2014 Additional Contract Extension Days
- Approve Change of Classifications
- Approve Adjusted End Date of Leaves of Absence
- Approve Leaves of Absence
- Approve Sabbatical Leaves of Absence
- Ratify Resignations/Retirements
- Approve Stipends
- Approve Step Increases for Long-term Substitutes (per E.C. 87481 & 87482)
- Approve Part-time Hourly Column Changes
- Approve Part-time Hourly Hires/Rehires
- Approve Non-paid Instructors of Record
- Approve Adjusted End Dates of Non-paid Intern Services
- Approve Extending Non-paid Intern Services
- Approve Non-paid Intern Services

6.2 Classified Personnel

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

- Approve New Classifications
- Approve New Appointments
- Approve Professional Growth Increments
- Approve Out of Class Assignments
- Approve Voluntary Furloughs
- Ratify Resignations/Retirements
- Approve Temporary to Hourly On Going Assignments
- Approve Professional Growth Increments
- Approve Leaves of Absence
- Approve Temporary Assignments
- Approve Correction of Temporary Assignments
- Approve Additional Hours for On Going Assignments
- Approve Substitute Assignments
- Approve Miscellaneous Positions
- Approve Instructional Associates/Associate Assistants
- Approve Community Service Presenters and Stipends
- Approve Volunteers

6.3 Presentation of Rancho Santiago Community College District Initial Bargaining Proposal to Child Development Center Teachers, CSEA Chapter 888

It was moved by Mr. Labrado, seconded by Ms. Mendoza Yanez, and carried unanimously for the board to receive and file the district's initial bargaining proposal to the Child Development Center Teachers, CSEA Chapter 888, and schedule a public hearing for February 3, 2014.

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

It was moved by Mr. Labrado, seconded by Ms. Mendoza Yanez, and carried unanimously to approve the agreement with the California School Employees Association, Chapter 579, for the period of July 1, 2013, through June 30, 2016.

7.0 ADJOURNMENT

The next regular meeting of the Board of Trustees will be held on February 3, 2014.

There being no further business, Mr. Solorio declared this meeting adjourned at 7:49 p.m.

Respectfully submitted,

Raúl Rodríguez, Ph.D.
Chancellor

Approved: _____
Clerk of the Board

Minutes approved: February 3, 2014

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Science, Math, and Health Sciences Division**

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of Nursing Program Agreement Renewal – St. Jude Medical Center with Instructor	
Action:	Request for Approval	

BACKGROUND

Students in the nursing programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed renewal of the clinical affiliation agreement with St. Jude Medical Center, located in Fullerton, California, will yield appropriate clinical rotation activities for the program.

ANALYSIS

The clinical affiliation agreement covers the scope of program's operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this renewal of clinical affiliation agreement with St. Jude Medical Center, located in Fullerton, California.

Fiscal Impact:	None	Board Date: February 3, 2014
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL TRAINING AFFILIATION AGREEMENT

(With School Instructor On Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of February 3, 2014 or the execution of the Agreement by both parties (the "Effective Date") by and between St. Jude Medical Center ("Hospital"), and Rancho Santiago Community College District ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of Nursing, Pharmacy Technician, Medical Laboratory Technician, Paramedic/EMT and Occupational Therapy Assistant. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

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. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

1.4 Supervision. School shall supervise all students in their clinical training at Hospital and provide the necessary qualified instructors for the Program(s) who must be satisfactory to Hospital. All such instructors shall be employees of School. School also shall be responsible for instruction, counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall ensure that each student and instructor is aware of and understands all applicable Hospital policies and procedures and shall require each student and instructor to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students or instructors as a result of the Program(s).

1.10 Confidentiality. School shall instruct students and instructors who supervise students regarding confidentiality of patient information. No student or instructor shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Program(s). School shall ensure that all students and instructors maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students and instructors do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students and instructors maintain

professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students and instructors, such evidence will be provided prior to the date when any new student or instructor commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to instructors and those students designated by School as eligible for participation in the Program(s) at Hospital, provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.

2.4 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School shall ensure its students and instructors conduct their activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives

for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.5 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability.

2.6 Removal of Students and Instructors. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student or instructor, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student or instructor from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital and with respect to instructors, School shall provide a replacement instructor acceptable to Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student or instructor represents a threat to patient safety or personnel, Hospital may immediately exclude any student or instructor from Hospital until final resolution of the matter with School.

2.7 Documentation. Hospital agrees to make available to instructors and qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.8 First Aid. Hospital shall be available to provide necessary emergency health care or first aid within its capacity to students and instructors participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student, instructor or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student or instructor.

2.9 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.10 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term, of this Agreement shall commence as of the Effective Date and shall continue for Three (3) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School and School's instructors are at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School or Hospital and School's instructors an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students or School's instructors. Such benefits not covered include, but are not limited to salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement and neither School, instructors, nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself, its instructors or its students and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School, its instructors or its students are determined to be employees of Hospital.

3.4 Role of Students and Instructors. It is not the intention of School or Hospital that any student or instructor occupies the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate

Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.5.1 The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital: St. Jude Medical Center
101 E. Valencia Mesa Drive
Fullerton, CA 92835

If to School: Rancho Santiago Community College District
2323 N. Broadway
Santa Ana, CA 92706
Attn: Vice Chancellor, Business Operations and
Fiscal Services

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

Signature page to follow.

**ST. JUDE MEDICAL CENTER
"HOSPITAL"**

By: Ed Salvador
Its Chief Financial Officer
Date: _____

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
"SCHOOL"**

By: Peter J. Hardash
Its Vice Chancellor of Business Operations/Fiscal Services
Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Science, Math, and Health Sciences Division**

To: Board of Trustees	Date: February 3, 2014
Re: Approval of Nursing Program Agreement Renewal – St. Jude Medical Center without Instructor	
Action: Request for Approval	

BACKGROUND

Students in the nursing programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed renewal of the clinical affiliation agreement with St. Jude Medical Center, located in Fullerton, California, will yield appropriate clinical rotation activities for the program.

ANALYSIS

The clinical affiliation agreement covers the scope of program's operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this renewal of clinical affiliation agreement with St. Jude Medical Center, located in Fullerton, California.

Fiscal Impact:	None	Board Date: February 3, 2014
Prepared by:	Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by:	Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

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RECITALS

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D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

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. RESPONSIBILITIES OF SCHOOL

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1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

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1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation coverage on any

individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability..

2.7 Removal of Students. Hospital shall have the absolute right to determine who will

administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for Three (3) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner, employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and

hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.5.1 The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries

regarding compliance and/or grievance procedures may be directed to District's Title IX Officer and/or Section 504/ADA Coordinator.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital: St. Jude Medical Center
101 E. Valencia Mesa Drive
Fullerton, CA 92835
Attn: Ed Salvador, CFO

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

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

Signature page to follow.

**ST. JUDE MEDICAL CENTER
“HOSPITAL”**

By: Ed Salvador
Its Chief Financial Officer
Date: _____

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
“SCHOOL”**

By: Peter J. Hardash
Title: Vice Chancellor of Business Operations/Fiscal Services
Date: _____

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT**Santa Ana College - Science, Math, and Health Sciences Division**

To: Board of Trustees	Date: February 3, 2014
Re: Approval of Nursing Program Agreement Renewal – Companion Hospice	
Action: Request for Approval	

BACKGROUND

Students in the nursing programs are required to participate in clinical rotation activities at sites throughout the community in order to gain practical field experiences and to apply knowledge and skills learned in college classes. The proposed renewal of the clinical affiliation agreement with Companion Hospice, located in Orange, California, will yield appropriate clinical rotation activities for the program.

ANALYSIS

The clinical affiliation agreement covers the scope of program's operations of the facility as well as other issues relating to responsibilities for both parties. The agreement has been reviewed by college staff. The agreement carries no costs or other financial arrangements.

RECOMMENDATION

It is recommended that the Board of Trustees approve this renewal of clinical affiliation agreement with Companion Hospice, located in Orange, California.

Fiscal Impact: None	Board Date: February 3, 2014
Prepared by: Linda Rose, Ed.D., Vice President of Academic Affairs	
Submitted by: Erlinda J. Martinez, Ed.D., President, Santa Ana College	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor, RSCCD	

STANDARD CLINICAL AFFILIATION AGREEMENT

This standard Clinical Affiliation Agreement (the “Agreement”) is made and entered into between the Rancho Santiago Community College District, a public educational agency (“District”) located at 2323 North Broadway, Santa Ana, California and Companion Hospice (“Clinical Facility”), located at 2041 Orangewood Avenue, Orange, California.

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

WHEREAS, District operates Santa Ana College (“College”) and College is a duly accredited educational institution that conducts Nursing/Health Sciences program(s) (the “Program”);

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

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

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

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

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

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

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

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

“Clinical Facility” shall refer to Companion Hospice, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

The “Program” shall refer to the Clinical training in health science programs; and

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

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation (“Rotation”), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.
2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the program, including, without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the Rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the program’s written objectives.
3. Exposure to Bloodborne Pathogens. Program students and college faculty will comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 (the “Regulations”), including but not limited to responsibility as the employer to provide all program students with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the program student should participate in hepatitis B vaccination and post-exposure evaluation and follow-up.
4. Applicable Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.
5. Nondiscrimination. The parties agree not to discriminate in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, marital status, age, handicap, and/or medical condition. The Rancho Santiago Community College District complies with all Federal and state rules and regulations and does not discriminate on the basis of race, color, national origin, gender or disability. This holds true for all students who are interested in participating in educational programs and/or extracurricular school activities. Harassment of any employee/student with regard to race, color, national origin, gender or disability is strictly prohibited. Inquiries regarding compliance and/or grievance procedures may be directed to District’s Title IX Officer and/or Section 504/ADA Coordinator.
6. Academic Year. The academic year consists of Fall, and Spring semesters, Summer session and Winter break intersession.

7. Rotation Schedule. The rotation schedule shall be determined by College and Clinical Facility and may be amended from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).
8. Orientation. Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.
9. Compliance with Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules.

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

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

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

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.
21. No Right to Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation, or other benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.
22. Insurance Carried by the District. District shall assure coverage of professional liability insurance for each student participating in the Rotation of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, and said policy shall remain in full force and effect during the term hereof.

District shall provide workers' compensation coverage for students participating in the rotation. These coverage's are in effect while the student is on-site at Clinical Facility.

23. Insurance Carried by Clinical Facility. Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy. Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

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

24. Student Health Records. Any student participating in a rotation shall, at the request of Clinical Facility, provide a current statement from his or her physician that the student is in good health and capable of participating in the rotation. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

Any student participating in a rotation shall provide verification of annual T.B. screening, immune status for rubeola, rubella, and chicken pox, hepatitis B (or signed waiver for hepatitis B).

25. Student Medical Care. To the extent that any first aid or emergency care is required in connection with an injury or illness incurred by a student during performance of his/her clinical training during a rotation, the student shall be treated by Clinical Facility as appropriate.
26. Confidentiality of Student Record. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student application; (ii) student health records or reports; and/or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure is ordered by a court of competent jurisdiction.

Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.
28. Indemnification. All parties to this Agreement shall agree to defend, indemnify, and hold harmless the other party, its officers, agents, employees, and volunteers, from and against all loss, cost, and expense arising out of any liability or claim of liability, sustained or claimed to have been sustained, arising out of the activities, or the performance or non-performance of obligations under this Agreement, of the indemnifying party, or those of any of its officers, agents, employees, or volunteers. The provisions of this Article do not apply to any damage or losses caused solely by the negligence or intentional acts of the non-indemnifying party or any of its agents or employees.
29. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.
30. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party which can and may be withheld by either party in its sole and absolute discretion.
31. Effective Date Termination. This Agreement shall become effective on February 19, 2014 and shall remain in effect until February 18, 2019 unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event a rotation is in progress, any written notice to terminate with or without cause shall become effective at the expiration of the rotation. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.
32. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal deliver, or by U. S. mail. Mailed notices shall be addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

To Clinical Facility:
Chief Operating Officer
Companion Hospice
2041 Oranewood Avenue
Orange, CA 92868

To College:
Director of Nursing
Santa Ana College
1530 West 17th Street
Santa Ana, CA 92706

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

33. Entire Agreement. This Agreement and all attachments hereto, constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modification of any of the terms hereof shall be valid unless in writing and signed by both parties.

Clinical Facility

**Rancho Santiago Community College
District**

By: _____

By: _____

Typed Name: _____

Typed 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: February 03, 2014
Re:	Approval of Amendment #6 to OTA Agreement – Cedars-Sinai Medical Center	
Action:	Request for Approval	

BACKGROUND

This is an amendment to an existing agreement that was approved by the RSCCD Board of Trustees in March, 2008.

ANALYSIS

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

RECOMMENDATION

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

Fiscal Impact:	None	Board Date: February 03, 2014
Prepared by:	Linda D. Rose, Ed.D., Vice President of Academic Affairs Simon B. Hoffman, Dean of Human Services & Technology	
Submitted by:	Erlinda J. Martinez, Ed. D., President, Santa Ana College	
Recommended by:	Raúl Rodriguez, Ph.D., Chancellor, RSCCD	



CEDARS-SINAI MEDICAL CENTER.

December 9, 2013

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

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

Dear Ms. Hyman:

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

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

"The term of this Agreement shall commence on the date first referenced above ("Commencement Date") and shall continue to remain in full force and effect until midnight of February 28, 2015, subject to renewal for additional one (1) year term based on the written agreement of the parties, unless sooner terminated in the manner set forth below."
2. Article 3(m)(viii)(a)(3)(iv) of the Agreement is modified to read as follows:

"Health Insurance Portability and Accountability Act of 1996, as amended from time to time, including the amendments and related laws of the Health Information Technology for Economic and Clinical Health Act, and regulations promulgated thereunder, California laws relating to the privacy of patient and individual information and other applicable laws."
3. All other terms and provisions of the Agreement shall remain in full force and effect.

If this Amendment to the Agreement is acceptable to you, please return one signed executed agreement to Cedars-Sinai Medical Center, Department of Rehabilitation, 8631 W. 3rd St., Suite #915E, Los Angeles, CA 90048, Attn: Maria Cecilia Alpasan, Education and Quality Coordinator.

Sincerely yours,

CEDARS-SINAI MEDICAL CENTER


Bryan Craft
Vice President, Service Line Operations

ACKNOWLEDGED AND AGREED TO
this 4th day of February, 2014


Rancho Santiago Community College District

By: _____
Name: Peter J. Hardash
Title: Vice Chancellor, Business Operations & Fiscal Services
8700 Beverly Blvd. ■ Los Angeles, CA 90048
Office (310) 423-3277 ■ www.cedars-sinai.edu

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

To:	Board of Trustees	Date: February 03, 2014
Re:	Approval of Amendment #2 to OTA Agreement – Northridge Hospital 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.

ANALYSIS

This amendment has mutually agreed upon changes to several sections of the original agreement. The amendment also extends the agreement for an additional one (1) year period. 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 Northridge Hospital Medical Center in Northridge, California.

Fiscal Impact:	None	Board Date: February 03, 2014
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	

SECOND AMENDMENT TO EDUCATIONAL AFFILIATION AGREEMENT

THIS SECOND AMENDMENT TO EDUCATIONAL AFFILIATION AGREEMENT ("Second Amendment") is made and entered into by and between Dignity Health, a California nonprofit public benefit corporation ("Dignity Health") doing business as Northridge Hospital Medical Center ("Hospital"), and Rancho Santiago Community College District ("District") on behalf of Santa Ana College and Santiago Canyon College ("Entity"), amending that certain Educational Affiliation Agreement entered into by the parties and dated effective January 19, 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 Second Amendment in order to document those mutually agreed upon changes.

SECOND 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 3.15 of the Agreement to read as follows:

"Entity represents and warrants that it has checked the OIG List of Excluded Providers and the General Services Administration list of parties excluded from participation in federal health care programs (collectively the 'List') no more than thirty (30) days prior to the first day of any Student participating in field experience at the Hospital, and will continue to do so every month thereafter, and upon request shall provide proof to Hospital that neither Entity, nor any of Entity's employees, Students, agents, or personnel, appear on said List."

2. The parties hereby amend Section 6 of the Agreement to read as follows:

"Entity at its sole expense will procure and maintain in full force and effect, with one or more approved California insurance companies, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicle and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least one million dollars (\$1,000,000) each occurrence and three million dollars (\$3,000,000) annual aggregate. Such insurance will cover Entity, its faculty and Students. Entity further agrees that it shall maintain

'continuous coverage,' as defined by this Section, for the entire relevant term. The relevant term shall commence with the effective date of this Agreement and shall continue through the effective term of this Agreement, as well as any extensions or renewals hereof, and for a period thereafter of no less than five (5) years after the termination of this Agreement. In order to maintain continuous coverage for the entire relevant term, Entity agrees that, if it changes insurers for any reason, it will provide continuous coverage by either obtaining 'tail' insurance from the preceding carriers, or 'nose' insurance from the subsequent carriers. It is understood and agreed that, in order to satisfy the requirements of this Section, the 'tail' insurance must be of either an unlimited type or of the type which would extend the discovery period beyond the last effective day of the last contract between the parties for a period of five (5) years. In order to satisfy the requirements of this Section for 'nose' insurance, the retroactive effective date for such insurance must be at least the first date of the relevant period noted above."

3. 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 January 19, 2014 ('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."

4. The parties hereby delete Exhibit E-1 of the Agreement in its entirety and replace it with the revised Exhibit E-1 attached hereto.

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

6. This Second 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 SECOND AMENDMENT TO EDUCATIONAL AFFILIATION AGREEMENT

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

Hospital:

Dignity Health, a California nonprofit public benefit corporation doing business as Northridge Hospital Medical Center

By: _____

Its: _____

Date: _____, 2014

Entity:



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

By: _____

**Peter J. Hardash, Vice Chancellor
Its: Business Operations & Fiscal Services**

Date: _____, 2014

EXHIBIT E-1

Background Screening Scoring Guidelines

Definitions

- Non-Conviction:** Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - o **Passing:** Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - o **Failing:** Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - o **Provisional:** Any active or pending case.
- Passing Disposition:** Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- Failing Disposition:** Any disposition resulting in a Conviction or Non-Conviction (adjudication differed/withheld) that has not led to the case being dismissed or expunged.

Pass

Score all candidates as "Pass" for the following conditions:

- Any Misdemeanor or Felony crime with a Passing Disposition.
- Any misdemeanor (or lower) traffic violations (DUI is not considered a traffic violation).
- Any Misdemeanor with a disposition date older than 7 years, with the exception of any Misdemeanor violent crimes, nonconsensual sexual crimes, and crimes against children with a Failing Disposition.
- For California Facilities:
 - o Any Misdemeanor Marijuana offense over two years old in the state of California.

Provisional

Provisional Applicants may be approved for hire upon consultation with and approval by Dignity Health legal counsel or if designated by counsel, the system office Vice President of Human Resources responsible for compliance. Score all candidates as "Provisional" for the following conditions:

1. Any Misdemeanor or Felony case that is currently active or pending.
2. Any Felony with a failing disposition that is greater than 7 yrs old.
3. Any Misdemeanor for a violent crime, nonconsensual sexual crime, or crime against children with a Failing Disposition, regardless of time elapsed from disposition date.
4. Any Misdemeanor crime with a Failing Disposition greater than 2 years*, but less than seven years.
5. Any outstanding warrants.
6. Any Bankruptcy within the last ten years or tax liens, accounts past due or accounts in collections within the last seven years.
7. Any SSN Trace where SSN was reported as used in a Death Benefits Claim.
8. Any other finding determined to be significant enough for further review and an individualized assessment.

Fail

Score all candidates as "Fail" for the following conditions:

1. Any Felony crime with a Failing Disposition within the last 7 years.
2. Any Misdemeanor crime with a Failing Disposition within the last 2 years.

*California Facilities: Exclude misdemeanor marijuana convictions more than two years old.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
SANTIAGO CANYON COLLEGE – ORANGE EDUCATION CENTER

To: Board of Trustees	Date: February 3, 2014
Re: Approval of Consulting Agreement with Orange Unified School District	
Action: Request for Approval	

BACKGROUND

Since 1986, RSCCD has provided college credit and noncredit courses in classrooms owned by the Orange Unified School District (OUSD). In some cases, RSCCD has leased classroom space and in other cases OUSD has provided the classrooms free of charge. This arrangement is to allow the SCC Orange Education Center (SCC-OEC) to provide noncredit classes, primarily English as a Second Language, at OUSD facilities free of charge to RSCCD for the period January 27, 2014 to May 30, 2014.

ANALYSIS

Through this agreement, the OUSD will provide classroom space, free-of-charge, to SCC-OEC to offer noncredit classes. It is anticipated that for the Spring 2014 semester, the instructional cost to offer classes under this agreement will be approximately \$13,500 and the apportionment earned will be approximately \$34,000. Attached is a copy of the required OUSD Consulting Agreement and a copy of the Statement of Work. The details of the Criminal Records Check Fingerprinting Certification and Employee/Volunteer List will be completed as identified needed classes are determined and commence.

RECOMMENDATION

It is recommended that the Board of Trustees approve the Consulting Agreement with OUSD to authorize SCC Orange Education Center to provide noncredit classes at OUSD facilities for the period of January 27, 2014 through May 30, 2014 as presented.

Fiscal Impact: Apportionment	Board Date: February 3, 2014
Prepared by: Jose Vargas, Vice President, Continuing Education, Santiago Canyon College	
Submitted by: Juan Vázquez, President	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	



CONSULTING AGREEMENT

THIS AGREEMENT is made effective on **January 24, 2014**, and it is made by and between **Rancho Santiago Community College District**, hereafter called "Consultant," and the **Orange Unified School District**, hereafter called "District."

RECITALS

- A. The District desires to obtain special services and advice regarding accounting, administrative, economic, engineering, financial, legal and like matters, as provided in this Agreement.
- B. The Consultant is specially trained, experienced, qualified, competent and authorized under State and Federal law as applicable, to provide the special services and advice required by the District.

Accordingly, the parties agree with the above and as follows:

AGREEMENTS

1. In consultation and cooperation with the District, the Consultant shall provide professional and diligent services consistent with generally acceptable industry practices or better as follows:

Describe Services Here

Attachments to this agreement – please check, if applicable:

- Statement of Work
- Proposal / Price Quotation
- Price / Fee Schedule
- Requirements Summary
- Other attachment described as: _____

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment.

2. The Consultant will commence providing services under this Agreement on **January 27, 2014**, and will diligently, properly and in full compliance perform as required and complete the performance of services by **May 30, 2014**. Time shall be of the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the District's Administrative Services or Purchasing Department in writing.
3. The Consultant is an independent contractor and will perform said services as an independent contractor and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant's agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District's employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes or any other purpose.

4. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
5. The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement shall not exceed \$-0.00.

If this is an Agreement to pay the Consultant by the hour, then this box shall be checked and the hourly rate indicated as follows: \$. It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not to exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, workers compensation, mileage, travel, incidentals, food and the like.

6. Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.
7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
8. The District may at any time and for any reason suspend performance by the Consultant or terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of such suspension or termination. Written notice by the District shall be sufficient to suspend or terminate any further performance of services by the Consultant. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of termination by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
9. The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, employees, and volunteers from every claim or demand made and every liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - (a) Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense sustained by the Consultant or any person, firm or corporation employed by the Consultant upon or in connection with the services called for in this Agreement except for liability for damages referred to above which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.
 - (b) Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, including the District, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or

off school district property, except for liability for damages which result from the sole negligence or willful misconduct of the District, its officers, agents, employees, or volunteers.

The Consultant, at Consultant's expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, employees, or volunteers in any action, suit or other proceedings as a result thereof.

10. During the term of this Agreement, the Consultant shall maintain liability insurance in an amount not less than \$1,000,000 unless otherwise agreed in writing by the District, automobile liability insurance to the amount required under California State law or more, and Workers Compensation as required under California State law. The Consultant shall provide Certificates of Insurance, with Additional Insured Endorsements, indicating applicable insurance coverages prior to the commencement of work.
11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g. hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.
12. This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.
13. The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants that it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement.
14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.
15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:
 - a) Increase dollar amounts;
 - b) Effect administrative changes; and
 - c) Effect other changes as required by law.
16. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.
17. This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in Orange County, California.
18. Consultant shall contemporaneously execute, as a part of this Agreement, the attached "Criminal Records Check Fingerprinting Certification" form and submit it to the District.

Authorized representatives of the parties have executed this Agreement as indicated below.

CONSULTANT:

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

DISTRICT:

Orange Unified School District
726 W. Collins Ave.
Orange, CA 92867

(Signature, Authorized Representative)
Peter Hardash, Vice Chancellor
Business Operations/Fiscal Services

(Signature, Authorized Representative)
Claudio (Joe) Sorrera
Assistant Superintendent/CBO
Business Services

(SSN or Federal ID number)

714-480-7340
(Telephone)

hardash_peter@rsccd.edu
(Email Address)

(Date)

(Date)

District Board of Education Approval Date:
Attachment: Criminal Records Check Fingerprinting Certification

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK

EDUCATION CODE SECTION 45125.1

Education Code Section 45125.1 provides if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

PENAL CODE SECTION 667.5(c)

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

PENAL CODE SECTION 1192.7

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

The contractor shall not permit an employee to come in contact with pupils until BOTH the Department of Justice and the Federal Bureau of Investigation have ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

**CRIMINAL RECORDS CHECK
FINGERPRINTING CERTIFICATION**



To the Governing Board of the Orange Unified School District:

I _____, acknowledge and certify as follows:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks ("Notice") (Education Code section 45125.1) required by the passage of AB 1610, 1612, and 2102.
2. Due to the nature of the work to be performed, my employees and volunteers may have contact with students of the District
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees or volunteers who will be performing the work has been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections 667.5 and 1192.7. This determination was made by a background check through the DOJ and the FBI.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California, on ____/____/____

Business Name (if applicable)

Address

Printed Name of Authorized Signer

City, State, Zip

Title of Authorized Signer

Telephone

Authorized Signature

E-Mail Address

**Statement of Work
Rancho Santiago Community College District
Spring 2014**

DESCRIPTION OF SERVICE:

Santiago Canyon College will:

- Provide continuing education (noncredit) courses through the Division of Continuing Education at the Orange Education Center (SCC-OEC) at schools and sites operated by Orange Unified School District (OUSD) during the 2014 spring semester, beginning on or after January 27, 2014 and ending by May 30, 2014, at no cost to OUSD
- Provide free continuing education English as a Second Language (ESL) courses to students, contingent upon continued state funding and a minimum of twenty (20) students in attendance
- Provide and pay faculty to teach these courses at OUSD schools/sites

OUSD will:

- Provide classroom space at no cost to SCC-OEC
- Allow a minimum of twenty (20) students to be enrolled in each SCC-OEC continuing education (noncredit) course; attendees not to exceed the maximum capacity of the assigned classroom space
- Adhere to SCC-OEC's "Open Entry/Open Exit" course policy
- Permit students referred by SCC-OEC to enroll in SCC-OEC courses held at OUSD schools/sites on a space available basis

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: February 3, 2014
Re: Approval of Agreement with the Sheraton Cerritos for the Los Angeles/Orange County Regional Consortia Chief Instructional Officer meeting on February 13, 2014.	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) was awarded the Los Angeles/Orange County Regional Consortia (LAOCRC) 2013/14 program grant through the State Chancellor's Office. The mission of this regional leadership grant is to bridge the skill and job gaps by connecting the community college system to business and industry, educational systems and other stakeholders in the workforce development community of practitioners.

ANALYSIS

Through the LAOCRC grant, RSCCD-SCC will convene a special meeting of regional California Community College Chief Instructional Officers (CCCCIO) to discuss regional policy and procedures. The regular meetings are held at the Sheraton Cerritos, a central location for both Los Angeles and Orange County participants. This request is to host this special meeting at the Sheraton Cerritos on February 13, 2014.

The contract binds RSCCD to a \$420 minimum expense for food & beverage. The actual cost will be based on the final attendee numbers. We expect approximately 70 participants, costing \$850, including room rental, food and beverage, and audio-visual. The cost would be charged to the LAOCRC grant budget.

RECOMMENDATION

It is recommended that the Board approve the Sheraton Cerritos contract for the Los Angeles-Orange County Regional Consortia CCCCCIO Meeting, for February 13, 2014.

Board Date: February 3, 2014
Fiscal Impact: \$420 minimum expense for food and beverage. The final fiscal impact to the college is contingent upon the number of confirmed participants. The cost will be charged to the LAOCRC grant budget.
Prepared by: Aracely Mora, Ed.D, Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education Kari Irwin, Director, Business and Career Technical Education
Submitted by: Juan A. Vázquez, President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor


Sheraton Cerritos
 HOTEL
 TOWNE CENTER
 Sheraton Cerritos Hotel

GROUP SALES AGREEMENT

This Agreement is made and entered into as of **December 18, 2013**, by and between **Interstate Management Company, LLC**, as agent for **Sunstone Court Lessee, Inc, dba Sheraton Cerritos Hotel** (hereinafter referred to as "Hotel") and **Rancho Santiago Community College District** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by **Rancho Santiago Community College District** below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

Company/Organization or Sponsor's Name:	Rancho Santiago Community College District		
Event Name:	CIO Meeting		
Contact Name	Karl Irwin		
Contact Phone:	Day: 714-628-5051	Fax:	
	Cell:	Email:	irwin_karl@sccollege.edu
Contact Address:	8045 E. Chapman Avenue Orange, CA 92869		

SECTION TWO: MEETING ROOM/BALLROOM AND CATERING SERVICES

2.1 **MEETING ROOMS:** Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room(s) space for the specified days/times:

Date	Start Time	End Time	Function	Setup	Agr	Room Rental
Thu, Feb 13, 2014	1:00 PM	4:00 PM	Refreshment Break	Existing	70	\$250.00
	1:00 PM	4:00 PM	Meeting	Rounds	70	

- ❖ Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.
 - ❖ If Group requests a specific meeting room that is already booked, Group shall be granted [first] option to occupy the specified room if the group currently occupying the room cancels its agreement. Hotel shall inform Group via telephone that the room is open. Group must respond within five (5) business days or Hotel will be entitled to book another event in the specified room.
 - ❖ Group requests the following set-up of chairs/tables, etc. for the meeting room: as outlined above
 - ❖ Changes or additions made to room set up on day of event will be subject to a minimum labor fee of \$250.00 plus service charge and sales tax. Final cost will be determined by the banquet manager after reviewing the final specifications.
 - ❖ **CHARGES:** The above space will be available at the rate of \$250.00 per day/event. Meeting room rental is subject to all applicable local and state taxes. If Group modifies the room block or food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly.
- 2.2 **CATERING SERVICES:** A minimum of \$420.00 in food and beverage must be spent at Group's function (the "F&B Revenues"). These F&B Revenues do not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full F&B Revenues, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the F&B Revenues.

2.3 **FOOD & BEVERAGE POLICY**

- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
- ❖ Menu prices will be confirmed 2 months prior to scheduled function.
- ❖ Food and beverage prices are subject to a 22% service charge and applicable taxes, subject to change without notice.

Page 1 of 6
 Reviewed and Approved By: _____
 Rancho Santiago Community College District

6

- ❖ Final menu selections must be submitted to Hotel's Catering Officer at least 2 weeks in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the General Manager or his designee, Hotel will not be responsible for any specific dietary requests or requirements.
- ❖ The Catering Office must be notified of the guaranteed attendance no later than noon 3 days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Guarantees of attendance are not subject to reduction and Hotel will charge the Group's Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.
- ❖ Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

SECTION THREE: BILLING/CREDIT PROCEDURES

- 3.1 **FUNCTION PAYMENT:** Rancho Santiago Community College District will be responsible for all other charges incurred pursuant to this Agreement, including function room rentals, audio visual charges, catered group food and beverage, and ancillary charges. All charges that are billed through the Hotel via Rancho Santiago Community College District's Master Account will be subject to a 22% service charge plus current state tax. Any remaining balance is to be made in cash, by credit card, certified or bank check, at least seven (7) business days prior to Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges
- 3.2 **MASTER ACCOUNT PAYMENT:** The Hotel must be notified in writing at least forty-five days prior to Group's arrival of those individuals authorized to sign on behalf of the Group for charges to the Master Account.

SIGNING AUTHORITY: The following individual(s) have the proper authority to sign for the Group's Master Account and/or bind the Group:

Name: _____ Signature: _____

Name: _____ Signature: _____

- ❖ **DIRECT BILLING APPROVED:** Direct Billing has been arranged for this event. Please provide any special billing address and contact below.

Contact: Kari Irwin
 Company: Rancho Santiago Community College District
 Address: 8045 E Chapman Ave, Orange, CA 92869

Any outstanding balance of the Master Account will be due and payable upon receipt of our invoice. If payment is not received within thirty (30) days, a Finance Charge of 1-1/2% per month (18% Annual Rate) [or the maximum allowed by law, whichever is less]* will be added to the unpaid balance commencing on the invoice date.

SECTION FOUR: CANCELLATION/MODIFICATION

- 4.1 **HOTEL'S CANCELLATION:** If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.
- 4.2 **GROUP'S CANCELLATION/MODIFICATION:** Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for Group's event. The anticipated revenue includes the revenue from the total revenue received from the food and beverage services Group may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges (the "Total Anticipated Revenues").

If Group decides to cancel this Agreement, reduce the size of Group's meeting and/or attendance, or reduce the amount of food and beverage services, Group agrees that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and /or the cost to the Hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

Page 2 of 6
 Reviewed and Approved By: _____
 Rancho Santiago Community College District

Attrition: The parties agree that the Group and the Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay a percentage of lost revenues. "Lost Revenues" shall mean:

Lost Revenues = Total Anticipated Revenues -- (actual F&B Revenues)

The Group will be responsible for paying the amount indicated by the chart below:

Percentage of rooms/services not utilized	Group Pays
10% or less	-0-
11 to 30%	40% of Lost Revenues
31 to 60%	60% of Lost Revenues
Over 61%	100% of Lost Revenues

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Less than 365 days, more than 181 days prior to arrival date:	\$167.50[\$ amount equal to 25% of Lost Revenues]
Less than 180 days, more than 91 days prior to arrival date:	\$335.00 [\$ amount equal to 50% of Lost Revenues]
Less than 90 days prior to arrival date:	\$ 670.00[\$ amount equal to 100% of Lost Revenues]

- 4.3 **MULTIPLE CONTRACTS:** Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel's sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel's opinion, any term of this Agreement.

SECTION FIVE: MISCELLANEOUS

- 5.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. The hotel prohibits the use of the following including but not limited to, flower petals, glitter, bubbles, confetti, silly string. No displaying or hanging items of any kind on the walls, chandeliers, ceiling, mirrors, wall fixtures and tracking, in the guestrooms or banquet space. Any damages caused as a result of any unauthorized use of décor and/or damages to the walls, fixtures or carpet will be billed to Group and applicable clean up fees may apply. Any items to be brought in and used on hotel property must receive written authorization from the hotel in advance of program commencement.
- 5.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the security services.
- 5.3 **SHIPPING AND PACKAGES:** In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel has no liability for the delivery, security or condition of the packages.
- 5.4 **PARKING:** Hotel parking is complimentary self parking, no valet services offered.
- 5.5 **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: 12725 Center Court Drive, Cerritos, CA 90703 Attn: Laura Soto. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

SECTION SIX: GENERAL PROVISIONS

- 6.1 **DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold

harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.

- 6.2 **GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.
- 6.3 **INSURANCE:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 6.4 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 6.5 **DISPUTE RESOLUTION:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.
- To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.**
- 6.6 **ENTIRE AGREEMENT:** This Agreement and any exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 6.7 **MISCELLANEOUS:** The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 6.8 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.
- 6.9 **PAYMENT:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. Any remaining balance is to be made in cash, by credit card, certified or bank check, at least seven (7) business days prior to Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.
- 6.10 **COMPLIANCE WITH LAWS:** Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.

6.11 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

SECTION SEVEN: ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to **Tuesday, December 31, 2013**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **Tuesday, December 31, 2013**, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) business days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

**Interstate Management Company, LLC,
AS AGENT FOR Sunstone Court Lessee, Inc,
DBA Sheraton Cerritos Hotel**

CIO Meeting

By: _____
Signature

Name: Laura Soto

Title: Sales Manager

Date: _____

By: _____ *KI*
Signature

Name: Peter Hardash

Title: Vice Chancellor, Business Operations &
Fiscal Services

Date: _____

DIRECTOR OF CATERING: _____ Initial

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Santiago Canyon College-Business & Career Technical Education

To: Board of Trustees	Date: February 3, 2014
Re: Approval of Renewal Agreement with the Sheraton Cerritos for the Los Angeles/Orange County Regional Consortia monthly meetings in April, May and June 2014.	
Action: Request for Approval	

BACKGROUND

Rancho Santiago Community College District-Santiago Canyon College (RSCCD-SCC) was awarded the Los Angeles/Orange County Regional Consortia (LAOCRC) 2013/14 program grant through the State Chancellor's Office. The mission of this regional leadership grant is to bridge the skills and jobs gap by connecting the community college system to business and industry, educational systems and other stakeholders in the workforce development community of practitioners.

ANALYSIS

Through the LAOCRC grant, RSCCD-SCC has been convening monthly meetings for community college workforce development professionals to align programs and curriculum to the needs of business and industry. The monthly meetings have been held at the Sheraton Cerritos, a central location for both Los Angeles and Orange County participants. This request is to continue to have the meetings at the Sheraton Cerritos for April, May and June 2014.

The contract binds RSCCD to a \$1,500 minimum expense for food & beverage for three months (\$4,500 total). The actual cost will be based on the final attendee numbers each month. We expect approximately 100 participants each month, costing \$4,000-\$5,000 monthly, including room rental, food & beverage, and audio-visual. The cost would be charged to the LAOCRC grant budget.

RECOMMENDATION

It is recommended that the Board approve the Sheraton Cerritos contract for the Los Angeles-Orange County Regional Consortia, April, May and June 2014 monthly meetings.

Board Date: February 3, 2014
Fiscal Impact: \$4,500 minimum for food & beverage. The final fiscal impact to the college is contingent upon the number of confirmed attendees each month. The cost will be charged to the LAOCRC grant budget.
Prepared by: Aracely Mora, Ed.D, Vice President, Academic Affairs Corine Doughty, Dean, Business & Career Technical Education Kari Irwin, Director, Business and Career Technical Education
Submitted by: Juan A. Vázquez, President
Recommended by: Raúl Rodríguez, Ph.D., Chancellor



Sheraton Cerritos

HOTEL
TOWNE CENTER

Sheraton Cerritos Hotel

GROUP SALES AGREEMENT

This Agreement is made and entered into as of November 20, 2013, by and between **Interstate Management Company, LLC**, as agent for **Sunstone Court Lessee, Inc, dba Sheraton Cerritos Hotel** (hereinafter referred to as "Hotel") and **Rancho Santiago Community College District** (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided by **Rancho Santiago Community College District** below. In the event that the information provided by Group materially change or is incorrect, then this Agreement may be terminated pursuant to Section 5.

SECTION ONE: DESCRIPTION OF THE EVENT

Company/Organization or Sponsor's Name:	Rancho Santiago Community College District		
Event Name:	LAORC Regional Consortium		
Contact Name	Peter Hardash / Kari Irwin		
Contact Phone:	Day: 714-628-5051	Fax:	
	Cell:	Email:	irwin_kari@sccollege.edu
Contact Address:	8045 E. Chapman Avenue Orange, CA 92869		

SECTION TWO: MEETING ROOM/BALLROOM AND CATERING SERVICES

2.1 **MEETING ROOMS:** Upon the signature of this Agreement, Hotel reserves and Group guarantees payment for the following meeting room(s) space for the specified days/times:

Date	Start Time	End Time	Function	Setup	Age	Room Rental
Thu, Apr 17, 2014	7:30 AM	8:30 AM	Setup	Existing	2	
	8:15 AM	9:50 AM	Break	Existing	25	
	8:30 AM	9:50 AM	Breakout	Rounds	25	\$ 250.00
	9:30 AM	10:30 AM	Break	Existing	50	
	9:30 AM	12:00 PM	Meeting	Classroom	50	
	11:45 AM	1:00 PM	Lunch	Rounds	50	
	12:00 PM	1:00 PM	Meeting	Existing	30	
	1:00 PM	2:00 PM	Meeting	Existing		
Thu, May 15, 2014	2:00 PM	4:00 PM	Meeting	Existing	100	
	7:30 AM	8:30 AM	Setup	Existing	2	
	8:15 AM	9:50 AM	Break	Existing	25	
	8:30 AM	9:50 AM	Breakout	Rounds	25	\$250.00
	9:30 AM	10:30 AM	Break	Existing	50	
	9:30 AM	12:00 PM	Meeting	Classroom	50	
	11:45 AM	1:00 PM	Lunch	Rounds	50	
	12:00 PM	1:00 PM	Meeting	Existing	30	
Thu, June 19, 2014	1:00 PM	2:00 PM	Meeting	Existing		
	2:00 PM	4:00 PM	Meeting	Existing	100	
	7:30 AM	8:30 AM	Setup	Existing	2	
	8:15 AM	9:50 AM	Break	Existing	25	
	8:30 AM	9:50 AM	Breakout	Rounds	25	\$ 250.00
	9:30 AM	10:30 AM	Break	Existing	50	
	9:30 AM	12:00 PM	Meeting	Classroom	50	
	11:45 AM	1:00 PM	Lunch	Rounds	50	
12:00 PM	1:00 PM	Meeting	Existing	30		
1:00 PM	2:00 PM	Meeting	Existing			
2:00 PM	4:00 PM	Meeting	Existing	100		

- ❖ Hotel reserves the right to assign and change specific meeting room space at its discretion. Group must obtain final approval from Hotel before publishing meeting room names.
- ❖ If Group requests a specific meeting room that is already booked, Group shall be granted [first] option to occupy the specified room if the group currently occupying the room cancels its agreement. Hotel shall inform Group via telephone that the room is open. Group must respond within five (5) business days or Hotel will be entitled to book another event in the specified room.
- ❖ Group requests the following set-up of chairs/tables, etc. for the meeting room: as outlined above

- ❖ Changes or additions made to room set up on day of event will be subject to a minimum labor fee of \$250.00 plus service charge and sales tax. Final cost will be determined by the banquet manager after reviewing the final specifications.
 - ❖ **CHARGES:** The above space will be available at the rate of \$250.00 per day/breakout as needed. Group has until 30 days prior to each meeting arrival to confirm breakout rooms may release up to 1 (one) breakout room without penalty. Meeting room rental is subject to all applicable local and state taxes. If Group modifies the room block or food and beverage functions, the Hotel reserves the right to increase meeting room rental charges accordingly.
- 2.2 **CATERING SERVICES:** A minimum of \$1,500.00 in food and beverage must be spent at each Group's function (the "F&B Revenues") as listed above. These F&B Revenues do not include room rental, meeting space rental, service charges, tax and labor charges, audio-visual, parking or any other miscellaneous charges incurred. Group is required to pay Hotel the full F&B Revenues, regardless of whether Group actually charges that amount. Group is required to pay Hotel any amounts exceeding the F&B Revenues.
- 2.3 **FOOD & BEVERAGE POLICY**
- ❖ Due to licensing and insurance requirements, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage becomes the property of Hotel.
 - ❖ Menu prices will be confirmed 2 months prior to scheduled function.
 - ❖ Food and beverage prices are subject to a 22% service charge and applicable taxes, subject to change without notice.
 - ❖ Final menu selections must be submitted to Hotel's Catering Officer at least 2 weeks in advance; otherwise, items selected cannot be guaranteed. At the time final menu selections are made, Group shall review, approve and initial the final menu. Other than specifically stated in the approved menu (or otherwise agreed in a separate writing signed by Group and the General Manager or his designee), Hotel will not be responsible for any specific dietary requests or requirements.
 - ❖ The Catering Office must be notified of the guaranteed attendance no later than noon 3 days prior to the scheduled function. Guaranteed attendance for functions scheduled Monday or Tuesday must be received by noon on the preceding Friday. Guarantees of attendance are not subject to reduction and Hotel will charge the Group's Master Account, at a minimum, the amount due in accordance with the guaranteed attendance.
 - ❖ Group will have available an authorized representative at the event who will be presented a check prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any changes and shall sign off on such check.

SECTION THREE: BILLING/CREDIT PROCEDURES

- 3.1 **FUNCTION PAYMENT:** Rancho Santiago Community College District will be responsible for all other charges incurred pursuant to this Agreement, including function room rentals, audio visual charges, catered group food and beverage, and ancillary charges. All charges that are billed through the Hotel via Rancho Santiago Community College District's Master Account will be subject to a 22% service charge plus current state tax. Any remaining balance is to be made in cash, by credit card, certified or bank check, at least seven (7) business days prior to Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges
- 3.2 **MASTER ACCOUNT PAYMENT:** The Hotel must be notified in writing at least forty-five days prior to Group's arrival of those individuals authorized to sign on behalf of the Group for charges to the Master Account.

SIGNING AUTHORITY: The following individual(s) have the proper authority to sign for the Group's Master Account and/or bind the Group:

Name: _____ Signature: _____
 Name: _____ Signature: _____

- ❖ **DIRECT BILLING APPROVED:** Direct Billing has been arranged for this event. Please provide any special billing address and contact below.

Contact: Kari Irwin
 Company: Rancho Santiago Community College District
 Address: 8045 E Chapman Ave, Orange, CA 92869

Page 2 of 7
 Reviewed and Approved By: _____
 Rancho Santiago Community College District

Any outstanding balance of the Master Account will be due and payable upon receipt of our invoice. If payment is not received within thirty (30) days, a Finance Charge of 1-1/2% per month (18% Annual Rate) [or the maximum allowed by law, whichever is less]* will be added to the unpaid balance commencing on the invoice date.

SECTION FOUR: CANCELLATION/MODIFICATION

- 4.1 **HOTEL'S CANCELLATION:** If Hotel cancels this Agreement or is unable to provide the requested rooms or meeting space, the Hotel will work with Group to arrange alternative accommodations and space at the prices set forth herein. Hotel will arrange for comparable space in the same vicinity of the Hotel and shall provide, without charge, necessary transportation between the alternative site and the Hotel. Hotel's liability is limited to these remedies and Hotel shall not be liable for any consequential, punitive or special damages.
- 4.2 **GROUP'S CANCELLATION/MODIFICATION:** Group and Hotel have entered into a binding commitment. The Hotel is committed to providing the services specified in this Agreement and the Hotel has offered special rates and other concessions based upon anticipated revenues for Group's event. The anticipated revenue includes the revenue from the total revenue received from the food and beverage services Group may have requested and any ancillary services, such as in-room movies, telephone tolls, room service and other charges (the "Total Anticipated Revenues").

If Group decides to cancel this Agreement, reduce the size of Group's meeting and/or attendance, or reduce the amount of food and beverage services, Group agrees that the Hotel will suffer damages. Such damages will be a result of Hotel's inability to offer your unused space or services to another group and /or the cost to the Hotel of trying to re-sell this space/services. The exact amount of damages will be difficult to determine. Therefore, Group agrees that the following liquidated damages clause is a reasonable effort by the parties to agree in advance on the amount of damages. It is agreed that these amounts will be due regardless of the Hotel's ultimate ability to re-sell some or all of the space or services.

Attrition: The parties agree that the Group and the Hotel will share in the loss of revenues suffered by the Hotel in the event of the Group's failure to utilize all of the rooms and services agreed to herein. The Group therefore agrees to pay a percentage of lost revenues. "Lost Revenues" shall mean:

$$\text{Lost Revenues} = \text{Total Anticipated Revenues} - (\text{actual F\&B Revenues})$$

The Group will be responsible for paying the amount indicated by the chart below:

Percentage of rooms/services not utilized	Group Pays
10% or less	-0-
11 to 30%	40% of Lost Revenues
31 to 60%	60% of Lost Revenues
Over 61%	100% of Lost Revenues

Cancellation: Group agrees that if it cancels this Agreement for any reason, the Hotel will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay Hotel at the time of cancellation a liquidated damages fee, as follows:

Less than 180 days, more than 91 days prior to arrival date: \$1,625.00 [\$ amount equal to 50% of Lost Revenues]

Less than 90 days prior to arrival date: \$3,250.00 [\$ amount equal to 100% of Lost Revenues]

- 4.3 **MULTIPLE CONTRACTS:** Hotel may cancel upon written notice to Group any future events booked by Group, or any entity or person affiliated with Group, whether included in this Agreement or pursuant to any agreements or orders signed prior to or after this Agreement, in any of the following circumstances: (1) Group fails to pay any amounts when due under this Agreement or any other agreement or arrangement with the Hotel; (2) Group causes any damage, in the Hotel's sole discretion, to the Hotel property or reputation; (3) Group violates, in Hotel's opinion, any term of this Agreement.

SECTION FIVE: MISCELLANEOUS

- 5.1 **SIGNS AND DISPLAYS/USE OF HOTEL NAME:** Group shall not display signs in Hotel nor use the name/logo of the Hotel in any promotional brochures or ads without prior approval of the General Manager of Hotel. It is further agreed that no sign, banner or display shall be affixed to any part of Hotel. The hotel prohibits the use of the following including but not limited to, flower petals, glitter, bubbles, confetti, silly string. No displaying or hanging items of any kind on the walls, chandeliers, ceiling, mirrors, wall fixtures and tracking, in the guestrooms or banquet space. Any damages caused as a result of any unauthorized use of décor and/or damages to the walls, fixtures or carpet will be billed to Group and applicable clean up fees may apply. Any items to be brought in and used on hotel property must receive written authorization from the hotel in advance of program commencement.

- 5.2 **SECURITY:** Hotel may, in its sole discretion, require Group to take certain security measures in light of the size or nature of the function, which may include the requirement to hire sufficient security personnel from the Hotel or Hotel may allow Group to retain an outside service that meets required bonding and insurance requirements and is approved by the Hotel prior to the function. If Group hires an outside service in accordance with the above, Group must provide Hotel with a copy of the agreement, which shall indemnify the Hotel and its owner, and their parent, subsidiary and affiliated companies and their employees, representatives and agent, from and against any liabilities related to the security services.
- 5.3 **SHIPPING AND PACKAGES:** In the event Group will be shipping packages to Hotel, Group must notify Hotel at least one week in advance. All packages sent to Hotel must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. Hotel has no liability for the delivery, security or condition of the packages.
- 5.4 **PARKING:** Hotel parking is complimentary self-parking, no valet services offered.
- 5.5 **HOTEL CONTACT/NOTICES:** All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Hotel, to the following address: Hotel Address: 12725 Center Court Drive, Cerritos, CA 90703 Attn: Laura Soto. Hotel may change Hotel's designated contact at any time upon notice. Hotel will not be bound by any notice unless delivered to Hotel in the manner specified herein.

SECTION SIX: GENERAL PROVISIONS

- 6.1 **DAMAGE CLAUSE:** In the event that damage to any Hotel property occurs as a result of any guest related to Group, Group assumes all liability and expense and agrees that, in addition to any other rights as against such guest or others, Hotel may charge Group's Master Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Hotel and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by Group's negligence or intentional misconduct. Group does not waive, by reason of this paragraph, any defense that it may have with respect to such Claims.
- 6.2 **GROUP'S PROPERTY:** Group agrees Hotel will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Hotel property other than the Hotel safe. State laws will govern Hotel's liability for items stolen in guestrooms or items kept in Hotel's safe. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Hotel staff, other than as provided in this Agreement.
- 6.3 **INSURANCE:** Property of Group is the sole responsibility of the Group and/or its owner. Group agrees that it has procured sufficient insurance to cover the loss of such property and waives any claims under Hotel's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.
- 6.4 **FORCE MAJEURE:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Hotel facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Hotel.
- 6.5 **DISPUTE RESOLUTION:** Hotel and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Hotel is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the Hotel is situated. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.
- To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.**
- 6.6 **ENTIRE AGREEMENT:** This Agreement and any exhibits hereto constitutes the entire agreement between the parties and supersede any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party.
- 6.7 **MISCELLANEOUS:** The persons signing this Agreement each warrants that they are authorized to bind the party for which they are signing. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.
- 6.8 **NO ASSIGNMENT:** Group may not assign or transfer this Agreement or any part thereof without the written consent of Hotel. Any attempted assignment or transfer by Group without such consent may, at the option of Hotel, be deemed to be a

cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.

- 6.9 **PAYMENT:** Payment of all invoices is due upon receipt. Invoices remaining unpaid after 30 days of the invoice date will incur an interest charge of the lesser of 18% or the highest amount allowed by law. Group shall be responsible for all collection and/or attorney fees or other costs in collecting all amounts due hereunder. No payment by Group or receipt by Hotel of a lesser amount than any amount due shall be deemed to be other than on account of the amount due, and no endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Hotel may accept such check or payment without prejudice to Hotel's right to recover the balance of all amounts due or pursue any other remedies available to Hotel under this Agreement or in law or in equity. Any remaining balance is to be made in cash, by credit card, certified or bank check, at least seven (7) business days prior to Event. If any such payment is not made, Hotel may, at its option, deem the Event to be canceled, in which case cancellation charges will apply as noted above and the Hotel will retain any deposits on hand and apply them to the cancellation charges.
- 6.10 **COMPLIANCE WITH LAWS:** Group shall comply with all Federal, State and local laws, rules and regulations with respect to its activities on Hotel property, including obtaining any permits required for Group's activities during the event. Hotel may require Group to present proof of such compliance prior to the event. Group relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Hotel reserves the right to take all necessary actions to cause the event to be in compliance with all laws, rules and regulations, including (1) closing the Event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. If the Hotel decides, in its discretion, to take any of the actions above, it shall do so without penalty and Group shall remain liable for all obligations under this Agreement.
- 6.11 **RIGHT OF INSPECTION/ENTRY:** Hotel will have the right to enter and inspect all functions. If Hotel observes any illegal activity or activity that may result in harm to persons or objects, Hotel has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the meeting room premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

SECTION SEVEN: ACCEPTANCE OF CONTRACT

If a signed original of this Agreement has not been received by the Hotel prior to **Wednesday, January 5, 2014**, Hotel shall have the right to contract with other parties for the use of the room block, meeting room and catering services without further notice to Group. In the event Hotel has a request for the rooms requested by Group prior to **Wednesday, January 5, 2014**, and Hotel has not received Group's signed Agreement, Hotel will contact the Group for a decision. In such event, if Hotel does not receive Group's signed Agreement within five (5) business days, Hotel will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Hotel and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

**Interstate Management Company, LLC,
AS AGENT FOR Sunstone Court Lessee, Inc,
DBA Sheraton Cerritos Hotel**

LAORC Regional Consortium

By: _____
Signature

By: _____
Signature

Name: Laura Soto

Name: Peter Hardash

Title: Sales Manager

Title: Vice Chancellor of Business Operations and Fiscal

Date: _____

Date: _____

DIRECTOR OF CATERING: _____ Initial

STARWOOD PREFERRED PLANNER POINTS

☐ CLIENT ACCEPTED POINTS:

Starwood Preferred Planner points, awarded through the Starwood Preferred Guest Program is available to qualified meeting planners for business contracted through the sales and catering departments of participating Starwood Hotels and Resorts Worldwide, Inc. The client acknowledges that such points have been offered in connection with the rooms and services purchased under this Contract, and that client consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants that he/she is authorized by client to accept such points. Once full payment is received by the Hotel for the rooms and services purchased under this Contract, points will be awarded according to the Starwood Preferred Planner Program Rules to the following person(s) and/or charitable organization(s) up to a maximum of three recipients:

Member Name or Charity Organization	Starwood Preferred Guest Membership Number

Rancho Santiago Comm Coll District

Board Meeting of 02/03/14

AP0020

Bank Code: 92 District Funds

Check Registers Submitted for Approval

Page: 1

Checks Written for Period 01/04/14 Thru 01/24/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58508	General Fund Unrestricted	4,900.98	0.00	4,900.98	92*0375171	92*0375171
58511	General Fund Unrestricted	2,459.00	0.00	2,459.00	92*0375191	92*0375200
58512	General Fund Unrestricted	770.47	0.00	770.47	92*0375201	92*0375203
58513	General Fund Unrestricted	2,646.44	0.00	2,646.44	92*0375209	92*0375215
58514	General Fund Unrestricted	3,652.61	0.00	3,652.61	92*0375216	92*0375221
58515	General Fund Unrestricted	9,203.66	0.00	9,203.66	92*0375222	92*0375225
58516	General Fund Unrestricted	23,866.87	0.00	23,866.87	92*0375228	92*0375230
58518	General Fund Unrestricted	716.68	0.00	716.68	92*0375235	92*0375238
58524	General Fund Unrestricted	3,098.99	0.00	3,098.99	92*0375258	92*0375258
58525	General Fund Unrestricted	51,625.00	0.00	51,625.00	92*0375259	92*0375293
58529	General Fund Unrestricted	7,825.24	0.00	7,825.24	92*0375308	92*0375310
58532	General Fund Unrestricted	26.60	0.00	26.60	92*0375329	92*0375329
58533	General Fund Unrestricted	2,522.80	0.00	2,522.80	92*0375331	92*0375342
58539	General Fund Unrestricted	1,721.00	0.00	1,721.00	92*0375360	92*0375364
58542	General Fund Unrestricted	1,268.90	0.00	1,268.90	92*0375373	92*0375380
58544	General Fund Unrestricted	1,849.76	0.00	1,849.76	92*0375389	92*0375393
58545	General Fund Unrestricted	8,027.00	0.00	8,027.00	92*0375398	92*0375400
58552	General Fund Unrestricted	1,635.77	0.00	1,635.77	92*0375418	92*0375425
58553	General Fund Unrestricted	8,839.00	0.00	8,839.00	92*0375426	92*0375432
58555	General Fund Unrestricted	2,929.76	0.00	2,929.76	92*0375443	92*0375449
58556	General Fund Unrestricted	7,833.74	0.00	7,833.74	92*0375453	92*0375456
58557	General Fund Unrestricted	1,358.26	0.00	1,358.26	92*0375457	92*0375463
58558	General Fund Unrestricted	3,359.24	0.00	3,359.24	92*0375466	92*0375470
58559	General Fund Unrestricted	2,232.95	0.00	2,232.95	92*0375471	92*0375479
58560	General Fund Unrestricted	198.30	0.00	198.30	92*0375480	92*0375481
58570	General Fund Unrestricted	17,280.00	0.00	17,280.00	92*0375531	92*0375532
58571	General Fund Unrestricted	2,329.96	0.00	2,329.96	92*0375535	92*0375541
58572	General Fund Unrestricted	376.63	0.00	376.63	92*0375542	92*0375547
58573	General Fund Unrestricted	80,412.03	0.00	80,412.03	92*0375548	92*0375548
58580	General Fund Unrestricted	1,265.25	0.00	1,265.25	92*0375563	92*0375568
58581	General Fund Unrestricted	2,883.69	0.00	2,883.69	92*0375569	92*0375575
58583	General Fund Unrestricted	2,933.18	0.00	2,933.18	92*0375583	92*0375588
58584	General Fund Unrestricted	7.10	0.00	7.10	92*0375594	92*0375594
58585	General Fund Unrestricted	4,658.84	0.00	4,658.84	92*0375595	92*0375597
58588	General Fund Unrestricted	2,514.30	0.00	2,514.30	92*0375615	92*0375624
58589	General Fund Unrestricted	6,772.00	0.00	6,772.00	92*0375625	92*0375638
58595	General Fund Unrestricted	68,965.71	0.00	68,965.71	92*0375659	92*0375660
58596	General Fund Unrestricted	1,412.00	0.00	1,412.00	92*0375661	92*0375661
58607	General Fund Unrestricted	2,968.90	0.00	2,968.90	92*0375736	92*0375745
58611	General Fund Unrestricted	3,003.17	0.00	3,003.17	92*0375750	92*0375754
58613	General Fund Unrestricted	1,731.02	0.00	1,731.02	92*0375763	92*0375767

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58615	General Fund Unrestricted	1,229.50	0.00	1,229.50	92*0375770	92*0375775
58616	General Fund Unrestricted	2,704.72	0.00	2,704.72	92*0375776	92*0375783
58617	General Fund Unrestricted	831.69	0.00	831.69	92*0375784	92*0375789
58618	General Fund Unrestricted	12,448.12	0.00	12,448.12	92*0375790	92*0375795
58627	General Fund Unrestricted	300.00	0.00	300.00	92*0375836	92*0375836
58628	General Fund Unrestricted	2,466.33	0.00	2,466.33	92*0375838	92*0375846
58629	General Fund Unrestricted	4,724.83	0.00	4,724.83	92*0375849	92*0375850
58630	General Fund Unrestricted	8,575.00	0.00	8,575.00	92*0375853	92*0375853
58636	General Fund Unrestricted	982.26	0.00	982.26	92*0375872	92*0375873
58637	General Fund Unrestricted	2,176.50	0.00	2,176.50	92*0375880	92*0375883
58638	General Fund Unrestricted	3,001.00	0.00	3,001.00	92*0375885	92*0375896
58644	General Fund Unrestricted	2,468.51	0.00	2,468.51	92*0375916	92*0375922
58645	General Fund Unrestricted	3,782.20	0.00	3,782.20	92*0375923	92*0375931
58646	General Fund Unrestricted	20,763.07	0.00	20,763.07	92*0375932	92*0375938
58647	General Fund Unrestricted	1,000.00	0.00	1,000.00	92*0375940	92*0375940
58648	General Fund Unrestricted	6,237.71	0.00	6,237.71	92*0375948	92*0375952
58650	General Fund Unrestricted	18,017.30	0.00	18,017.30	92*0375956	92*0375957
Total Fund 11 General Fund Unrestricted		<u>\$445,791.54</u>	<u>\$0.00</u>	<u>\$445,791.54</u>		

Checks Written for Period 01/04/14 Thru 01/24/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58512	General Fund Restricted	1,774.46	0.00	1,774.46	92*0375204	92*0375208
58515	General Fund Restricted	2,490.00	0.00	2,490.00	92*0375226	92*0375226
58518	General Fund Restricted	1,976.71	0.00	1,976.71	92*0375236	92*0375237
58526	General Fund Restricted	12,592.80	0.00	12,592.80	92*0375294	92*0375294
58527	General Fund Restricted	67,795.20	0.00	67,795.20	92*0375295	92*0375298
58528	General Fund Restricted	1,110.61	0.00	1,110.61	92*0375299	92*0375306
58529	General Fund Restricted	2,600.00	0.00	2,600.00	92*0375309	92*0375311
58530	General Fund Restricted	3,379.47	0.00	3,379.47	92*0375312	92*0375318
58531	General Fund Restricted	33,000.36	0.00	33,000.36	92*0375319	92*0375324
58532	General Fund Restricted	945.63	0.00	945.63	92*0375325	92*0375330
58538	General Fund Restricted	1,647.63	0.00	1,647.63	92*0375356	92*0375359
58542	General Fund Restricted	709.14	0.00	709.14	92*0375376	92*0375378
58543	General Fund Restricted	2,131.75	0.00	2,131.75	92*0375381	92*0375387
58545	General Fund Restricted	4,786.62	0.00	4,786.62	92*0375394	92*0375397
58547	General Fund Restricted	979.35	0.00	979.35	92*0375403	92*0375407
58553	General Fund Restricted	1,213.65	0.00	1,213.65	92*0375431	92*0375431
58554	General Fund Restricted	3,051.68	0.00	3,051.68	92*0375433	92*0375441
58555	General Fund Restricted	1,901.39	0.00	1,901.39	92*0375442	92*0375447
58556	General Fund Restricted	13,031.80	0.00	13,031.80	92*0375450	92*0375452
58557	General Fund Restricted	390.00	0.00	390.00	92*0375458	92*0375459
58558	General Fund Restricted	10,312.18	0.00	10,312.18	92*0375464	92*0375469
58560	General Fund Restricted	300.35	0.00	300.35	92*0375482	92*0375483
58561	General Fund Restricted	3,200.00	0.00	3,200.00	92*0375484	92*0375491
58562	General Fund Restricted	1,600.00	0.00	1,600.00	92*0375492	92*0375501
58563	General Fund Restricted	108,974.44	0.00	108,974.44	92*0375502	92*0375505
58570	General Fund Restricted	14,865.80	0.00	14,865.80	92*0375529	92*0375530
58571	General Fund Restricted	3,471.92	0.00	3,471.92	92*0375534	92*0375539
58582	General Fund Restricted	2,503.58	0.00	2,503.58	92*0375576	92*0375582
58584	General Fund Restricted	783.97	0.00	783.97	92*0375589	92*0375593
58585	General Fund Restricted	6,920.00	0.00	6,920.00	92*0375596	92*0375596
58586	General Fund Restricted	588.23	0.00	588.23	92*0375598	92*0375607
58587	General Fund Restricted	1,307.90	0.00	1,307.90	92*0375608	92*0375614
58601	General Fund Restricted	1,120.00	0.00	1,120.00	92*0375697	92*0375703
58602	General Fund Restricted	1,120.00	0.00	1,120.00	92*0375704	92*0375710
58603	General Fund Restricted	2,920.90	0.00	2,920.90	92*0375711	92*0375721
58604	General Fund Restricted	16,670.71	0.00	16,670.71	92*0375722	92*0375726
58606	General Fund Restricted	1,795.01	0.00	1,795.01	92*0375730	92*0375735
58612	General Fund Restricted	8,385.00	0.00	8,385.00	92*0375755	92*0375760
58613	General Fund Restricted	2,000.00	0.00	2,000.00	92*0375761	92*0375766
58617	General Fund Restricted	1,497.18	0.00	1,497.18	92*0375787	92*0375788
58618	General Fund Restricted	9,364.63	0.00	9,364.63	92*0375791	92*0375796

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58619	General Fund Restricted	1,254.93	0.00	1,254.93	92*0375797	92*0375802
58620	General Fund Restricted	1,403.83	0.00	1,403.83	92*0375803	92*0375808
58621	General Fund Restricted	25,557.78	0.00	25,557.78	92*0375812	92*0375813
58627	General Fund Restricted	4,914.38	0.00	4,914.38	92*0375830	92*0375837
58628	General Fund Restricted	817.19	0.00	817.19	92*0375840	92*0375845
58629	General Fund Restricted	4,264.00	0.00	4,264.00	92*0375847	92*0375847
58630	General Fund Restricted	13,353.97	0.00	13,353.97	92*0375851	92*0375852
58634	General Fund Restricted	4,608.00	0.00	4,608.00	92*0375862	92*0375862
58635	General Fund Restricted	2,399.68	0.00	2,399.68	92*0375863	92*0375870
58636	General Fund Restricted	2,132.21	0.00	2,132.21	92*0375871	92*0375877
58637	General Fund Restricted	3,305.56	0.00	3,305.56	92*0375878	92*0375884
58642	General Fund Restricted	19,481.82	0.00	19,481.82	92*0375911	92*0375911
58644	General Fund Restricted	1,210.78	0.00	1,210.78	92*0375915	92*0375918
58646	General Fund Restricted	3,060.00	0.00	3,060.00	92*0375939	92*0375939
58647	General Fund Restricted	3,804.91	0.00	3,804.91	92*0375941	92*0375947
58648	General Fund Restricted	2,625.00	0.00	2,625.00	92*0375949	92*0375949
58650	General Fund Restricted	8,500.80	0.00	8,500.80	92*0375958	92*0375958
Total Fund 12 General Fund Restricted		<u>\$459,904.89</u>	<u>\$0.00</u>	<u>\$459,904.89</u>		

Checks Written for Period 01/04/14 Thru 01/24/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58509	GF Unrestricted One-Time Func	171,997.11	0.00	171,997.11	92*0375172	92*0375180
58510	GF Unrestricted One-Time Func	188,348.25	0.00	188,348.25	92*0375181	92*0375190
58516	GF Unrestricted One-Time Func	21,334.75	0.00	21,334.75	92*0375227	92*0375227
58517	GF Unrestricted One-Time Func	11,516.14	0.00	11,516.14	92*0375231	92*0375234
58529	GF Unrestricted One-Time Func	7,750.89	0.00	7,750.89	92*0375307	92*0375307
58537	GF Unrestricted One-Time Func	5,974.04	0.00	5,974.04	92*0375351	92*0375355
58541	GF Unrestricted One-Time Func	209,549.31	0.00	209,549.31	92*0375366	92*0375372
58544	GF Unrestricted One-Time Func	160.42	0.00	160.42	92*0375388	92*0375388
58545	GF Unrestricted One-Time Func	2,203.77	0.00	2,203.77	92*0375396	92*0375396
58546	GF Unrestricted One-Time Func	2,361.75	0.00	2,361.75	92*0375401	92*0375402
58551	GF Unrestricted One-Time Func	75,902.40	0.00	75,902.40	92*0375415	92*0375417
58569	GF Unrestricted One-Time Func	12,960.97	0.00	12,960.97	92*0375524	92*0375528
58571	GF Unrestricted One-Time Func	57.76	0.00	57.76	92*0375533	92*0375533
58573	GF Unrestricted One-Time Func	7,502.98	0.00	7,502.98	92*0375549	92*0375549
58597	GF Unrestricted One-Time Func	10,800.00	0.00	10,800.00	92*0375662	92*0375670
58598	GF Unrestricted One-Time Func	10,800.00	0.00	10,800.00	92*0375671	92*0375679
58599	GF Unrestricted One-Time Func	10,800.00	0.00	10,800.00	92*0375680	92*0375688
58600	GF Unrestricted One-Time Func	9,600.00	0.00	9,600.00	92*0375689	92*0375696
58605	GF Unrestricted One-Time Func	15,206.38	0.00	15,206.38	92*0375727	92*0375729
58614	GF Unrestricted One-Time Func	9,399.96	0.00	9,399.96	92*0375768	92*0375769
58621	GF Unrestricted One-Time Func	37,115.29	0.00	37,115.29	92*0375809	92*0375811
58622	GF Unrestricted One-Time Func	313.30	0.00	313.30	92*0375814	92*0375814
58623	GF Unrestricted One-Time Func	14,847.00	0.00	14,847.00	92*0375815	92*0375815
58629	GF Unrestricted One-Time Func	2,796.23	0.00	2,796.23	92*0375848	92*0375848
58631	GF Unrestricted One-Time Func	30,379.08	0.00	30,379.08	92*0375854	92*0375854
58633	GF Unrestricted One-Time Func	39,842.01	0.00	39,842.01	92*0375856	92*0375861
58649	GF Unrestricted One-Time Func	41,714.13	0.00	41,714.13	92*0375953	92*0375955

Total Fund 13 GF Unrestricted One-Time	<u>\$951,233.92</u>	<u>\$0.00</u>	<u>\$951,233.92</u>
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Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58519	Child Development Fund	1,781.43	0.00	1,781.43	92*0375239	92*0375242
58520	Child Development Fund	4,775.69	0.00	4,775.69	92*0375243	92*0375246
58535	Child Development Fund	4,337.55	0.00	4,337.55	92*0375345	92*0375349
58540	Child Development Fund	329.00	0.00	329.00	92*0375365	92*0375365
58548	Child Development Fund	1,874.79	0.00	1,874.79	92*0375408	92*0375411
58549	Child Development Fund	13,221.99	0.00	13,221.99	92*0375412	92*0375413
58564	Child Development Fund	8,377.52	0.00	8,377.52	92*0375506	92*0375509
58590	Child Development Fund	1,876.09	0.00	1,876.09	92*0375639	92*0375642
58624	Child Development Fund	4,910.59	0.00	4,910.59	92*0375816	92*0375821
58625	Child Development Fund	272.04	0.00	272.04	92*0375822	92*0375826
58640	Child Development Fund	12,327.00	0.00	12,327.00	92*0375899	92*0375902
58641	Child Development Fund	5,293.84	0.00	5,293.84	92*0375903	92*0375910
Total Fund 33 Child Development Fund		<u>\$59,377.53</u>	<u>\$0.00</u>	<u>\$59,377.53</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58522	Capital Outlay Projects Fund	136,490.29	0.00	136,490.29	92*0375253	92*0375256
58567	Capital Outlay Projects Fund	30,268.16	0.00	30,268.16	92*0375519	92*0375522
58577	Capital Outlay Projects Fund	98,720.56	0.00	98,720.56	92*0375559	92*0375560
58593	Capital Outlay Projects Fund	45,236.50	0.00	45,236.50	92*0375654	92*0375657
58609	Capital Outlay Projects Fund	16,407.80	0.00	16,407.80	92*0375748	92*0375748
58626	Capital Outlay Projects Fund	4,732.34	0.00	4,732.34	92*0375827	92*0375829
58651	Capital Outlay Projects Fund	650.00	0.00	650.00	92*0375959	92*0375959
Total Fund 41 Capital Outlay Projects Fu		<u>\$332,505.65</u>	<u>\$0.00</u>	<u>\$332,505.65</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58521	Bond Fund, Measure E	209,971.34	0.00	209,971.34	92*0375247	92*0375252
58534	Bond Fund, Measure E	4,383.07	0.00	4,383.07	92*0375343	92*0375344
58536	Bond Fund, Measure E	75,792.20	0.00	75,792.20	92*0375350	92*0375350
58550	Bond Fund, Measure E	75,000.00	0.00	75,000.00	92*0375414	92*0375414
58565	Bond Fund, Measure E	14,170.60	0.00	14,170.60	92*0375510	92*0375513
58566	Bond Fund, Measure E	52,610.00	0.00	52,610.00	92*0375514	92*0375518
58574	Bond Fund, Measure E	25,646.40	0.00	25,646.40	92*0375550	92*0375551
58575	Bond Fund, Measure E	39,042.24	0.00	39,042.24	92*0375552	92*0375554
58576	Bond Fund, Measure E	38,935.75	0.00	38,935.75	92*0375555	92*0375558
58591	Bond Fund, Measure E	67,021.09	0.00	67,021.09	92*0375643	92*0375650
58592	Bond Fund, Measure E	66,084.95	0.00	66,084.95	92*0375651	92*0375653
58608	Bond Fund, Measure E	12,438.51	0.00	12,438.51	92*0375746	92*0375747
58639	Bond Fund, Measure E	242.13	0.00	242.13	92*0375897	92*0375898
58643	Bond Fund, Measure E	50,778.19	0.00	50,778.19	92*0375912	92*0375914
Total Fund 42 Bond Fund, Measure E		<u>\$732,116.47</u>	<u>\$0.00</u>	<u>\$732,116.47</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58568	Property and Liability Fund	10,281.53	0.00	10,281.53	92*0375523	92*0375523
58610	Property and Liability Fund	9,959.14	0.00	9,959.14	92*0375749	92*0375749
Total Fund 61 Property and Liability Fund		<u><u>\$20,240.67</u></u>	<u><u>\$0.00</u></u>	<u><u>\$20,240.67</u></u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58578	Workers' Compensation Fund	1,837.50	0.00	1,837.50	92*0375561	92*0375561
Total Fund 62 Workers' Compensation Fu		<u>\$1,837.50</u>	<u>\$0.00</u>	<u>\$1,837.50</u>		

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
58523	Student Financial Aid Fund	195.78	0.00	195.78	92*0375257	92*0375257
58579	Student Financial Aid Fund	52.00	0.00	52.00	92*0375562	92*0375562
58594	Student Financial Aid Fund	139.00	0.00	139.00	92*0375658	92*0375658
58632	Student Financial Aid Fund	186.43	0.00	186.43	92*0375855	92*0375855
Total Fund 74 Student Financial Aid Fund		<u><u>\$573.21</u></u>	<u><u>\$0.00</u></u>	<u><u>\$573.21</u></u>		

SUMMARY

Total Fund 11 General Fund Unrestricted	445,791.54
Total Fund 12 General Fund Restricted	459,904.89
Total Fund 13 GF Unrestricted One-Time Fund	951,233.92
Total Fund 33 Child Development Fund	59,377.53
Total Fund 41 Capital Outlay Projects Fund	332,505.65
Total Fund 42 Bond Fund, Measure E	732,116.47
Total Fund 61 Property and Liability Fund	20,240.67
Total Fund 62 Workers' Compensation Fund	1,837.50
Total Fund 74 Student Financial Aid Fund	573.21
Grand Total:	<u><u>\$3,003,581.38</u></u>

Checks Written for Period 12/19/13 Thru 01/16/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
311312331	Bookstore Fund	52,440.13	0.00	52,440.13	31*0103931	31*0103935
311401316	Bookstore Fund	205,113.18	3,773.91	201,339.27	31*0103936	31*0103975
Total Fund 31 Bookstore Fund		<u>\$257,553.31</u>	<u>\$3,773.91</u>	<u>\$253,779.40</u>		

Checks Written for Period 12/19/13 Thru 01/16/14

Register #	Fund Title	Amount	Voided Checks	Adjusted Amount	Beg Check #	End Check #
711312331	Associated Students Fund	553.38	0.00	553.38	71*0007068	71*0007069
Total Fund 71 Associated Students Fund		<u>553.38</u>	<u>\$0.00</u>	<u>553.38</u>		

Checks Written for Period 12/19/13 Thru 01/16/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
761401211	Community Education Fund	3,067.07	0.00	3,067.07	76*0006417	76*0006419
Total Fund 76 Community Education Fund		<u>3,067.07</u>	<u>0.00</u>	<u>3,067.07</u>		

Checks Written for Period 12/19/13 Thru 01/16/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
791312331	Diversified Trust Fund	1,678.51	0.00	1,678.51	79*0018250	79*0018254
791401211	Diversified Trust Fund	9,754.10	0.00	9,754.10	79*0018255	79*0018257
791401316	Diversified Trust Fund	20,487.91	0.00	20,487.91	79*0018258	79*0018286
Total Fund 79 Diversified Trust Fund		<u><u>\$31,920.52</u></u>	<u><u>\$0.00</u></u>	<u><u>\$31,920.52</u></u>		

Checks Written for Period 12/19/13 Thru 01/16/14

<u>Register #</u>	<u>Fund Title</u>	<u>Amount</u>	<u>Voided Checks</u>	<u>Adjusted Amount</u>	<u>Beg Check #</u>	<u>End Check #</u>
811312331	Diversified Agency Fund	16,507.34	3,135.52	13,371.82	81*0044081	81*0044093
811401211	Diversified Agency Fund	20,304.86	0.00	20,304.86	81*0044094	81*0044138
811401316	Diversified Agency Fund	14,988.12	0.00	14,988.12	81*0044139	81*0044165
Total Fund 81 Diversified Agency Fund		<u><u>\$51,800.32</u></u>	<u><u>\$3,135.52</u></u>	<u><u>\$48,664.80</u></u>		

SUMMARY

Total Fund 31 Bookstore Fund	253,779.40
Total Fund 71 Associated Students Fund	553.38
Total Fund 76 Community Education Fund	3,067.07
Total Fund 79 Diversified Trust Fund	31,920.52
Total Fund 81 Diversified Agency Fund	48,664.80
Grand Total:	<u><u>\$337,985.17</u></u>

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

To:	Board of Trustees	Date: February 3, 2014
Re:	Quarterly Investment Report as of December 31, 2013	
Action:	For Information	

BACKGROUND

The Quarterly Investment Report for the quarter ended December 31, 2013 is submitted in accordance with §53646(b) of Title 5 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 December 31, 2013 for all District funds; (2) excerpts from the Orange County Treasurer's Investment Report for the month ended December 31, 2013, and (3) a copy of the State of California Local Agency Investment Fund (LAIF) "Remittance Advice" for the period ending December 31, 2013.

All investments for the quarter ended December 31, 2013 are in accordance with Board Policy 6320, which was updated at the September 9, 2013 Board of Trustees meeting.

RECOMMENDATION

The quarterly investment report as of December 31, 2013 is presented as information.

Fiscal Impact:	None	Board Date: February 3, 2014
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
December 31, 2013

Description	Amount	Interest Rate	QTR	% of Investment
Orange County Treasurer				
General Obligation Bonds	37,980,175	0.29%	Oct-Dec	22.83%
Bond Sinking Funds	15,743,779	0.29%	Oct-Dec	9.46%
All Other Funds	109,538,623	0.29%	Oct-Dec	65.85%
Local Agency Investment Fund (LAIF)	150,366	0.26%	Oct-Dec	0.09%
Revolving Fund, Refundable Deposits and Cash in Banks	2,942,457	0.00%	Oct-Dec	1.77%
	<u>166,355,400</u>			<u>100.00%</u>

Rancho Santiago Community College District

Cash Position December 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	33,269,630				2,767,457	100,000			36,137,087
Child Development Fund	12	33	(59,769)				-				(59,769)
Bond Fund Measure E	22	42	37,980,175								37,980,175
Bond Int & Red Fund	31	21-24				15,743,779					15,743,779
Capital Outlay Projects Fund	40	41	32,553,078								32,553,078
Workers' Compensation Fund	68	62	5,047,425						50,000		5,097,425
Property and Liability Fund	70	61	1,546,779						25,000		1,571,779
Retiree Benefits Fund	71	63	37,483,163							150,366	37,633,529
Student Financial Aid	74	74	(1,074,861)	24,704	748,474						(301,683)
Totals			146,745,620	24,704	748,474	15,743,779	2,767,457	100,000	75,000	150,366	166,355,400



OFFICE OF THE TREASURER-TAX COLLECTOR
SHARI L. FREIDENRICH, CPA, CCMT, CPFA, ACPFIM

INTERDEPARTMENTAL COMMUNICATION

Date: January 15, 2014
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 *SLF*
Subject: Treasurer's Investment Report for the Month Ended December 31, 2013

Attached, please find the Treasurer's Investment Report for the County of Orange for the month ended December 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 including charts on fund compositions of the Orange County Investment Pool. 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 December 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 57 and 58 respectively. The maximum maturity of the Extended Fund is five years, with duration not to exceed the Merrill Lynch 1-3 Year index +25% (2.39). The duration is currently at 1.69. 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 December, the job market added 74,000 new jobs, and November's job numbers were revised upward by 38,000 to 241,000. The unemployment rate decreased to a five-year low of 6.7% from 7.0% in November. Based on the Commerce Department's third estimate, third quarter U.S. gross domestic product (GDP) was revised up from a 3.6% to a 4.1% annualized rate, indicating higher economic growth for the quarter. Both the Empire State Manufacturing Index and the Philadelphia Fed Index rose in December to .98 and 7.0, respectively. The Federal Reserve uses these indexes as regional economic gauges, and a reading above zero signals economic expansion. With respect to housing, S&P/CaseShiller reported the housing prices continue to show positive momentum as they increased for the

seventeenth consecutive month in October, up 13.61% from a year ago. At the Federal Open Market Committee (FOMC) meeting on December 17-18, the Federal Reserve voted to reduce its asset purchase program to \$75 billion from \$85 billion per month. Starting January 2014, the Federal Reserve will purchase \$35 billion per month in agency mortgage-backed securities and \$40 billion per month in longer-term Treasury securities, a reduction of \$5 billion in each. The 10-year Treasury rate increased 29 basis points in December to 3.03%.

The short-term 90-day T-bill ended the month at .07% up from .06% in November, and the rate on the two-year note was .38% at the end of December, up from .28% in November.

INVESTMENT INTEREST YIELDS AND FORECAST

The current gross interest yield year-to-date for 2013/2014 is .32% for the Orange County Investment Pool and .29% for the Orange County Educational Investment Pool. The forecasted gross yield for the fiscal year 2013/2014 for the Orange County Investment Pool is .37% based on continued low short-term interest rates. The forecasted gross yield for the fiscal year 2013/2014 for the Orange County Educational Investment Pool is expected to be slightly lower than .37% primarily due to the receipt of significant unexpected state funds in this low short-term rate environment.

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 December 2013 interest apportionment is expected to be paid by January 31, 2014. The investment administrative fee for fiscal year 2013/2014 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 13-016, 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. In December 2013, the Orange County school districts paid in full the outstanding principal balance of \$67 million. There are no temporary transfers outstanding as of December 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. Municipal debt issued by the County of Orange is exempt from this credit rating requirement. 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 no longer own any pool participant debt. Prior to purchasing any pool participant debt, a standardized credit analysis is performed.

COMPLIANCE SUMMARY

The investment portfolios had one compliance exception for the month of December 2013. On December 16, 2013, the County Treasurer purchased an investment from the County's depository bank who was not on the authorized issuer list, and the purchase did not meet all of the County IPS restrictions. The investment matured the following day and brought the portfolio back into compliance. The County Treasurer will be implementing a control that will prevent this from occurring in the future.

CREDIT UPDATE

During December, there were two changes to the Treasurer's Approved Issuer List. Apple Inc. and Orange County Pension Obligation Bond Series 2014 were both added to the Approved Issuer List under the Commercial Paper/Medium Term Notes and Municipal Bond sections respectively. An ongoing credit analysis of all issuers owned in the Investment Pools is reviewed on a daily, monthly, quarterly, and annual basis.

I certify that this report includes all pool and non-pooled investments as of December 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

	DECEMBER 2013	NOVEMBER 2013	INCREASE (DECREASE)	NET CHANGE %	DECEMBER 2012	INCREASE (DECREASE)	NET CHANGE %
<u>Orange County Investment Pool (OCIP)</u>							
End Of Month Market Value ^{1,2}	\$ 3,755,775,867	\$ 3,498,722,902	\$ 257,052,965	7.35%	\$ 3,703,353,420	\$ 52,422,447	1.42%
End Of Month Book Value ²	\$ 3,755,971,783	\$ 3,497,802,437	\$ 258,169,346	7.38%	\$ 3,699,653,522	\$ 56,318,261	1.52%
Monthly Average Balance ²	\$ 4,038,228,460	\$ 3,302,258,226	\$ 735,970,234	22.29%	\$ 4,001,560,483	\$ 36,667,977	0.92%
Year-To-Date Average Balance	\$ 3,186,614,514	\$ 3,016,291,724	\$ 170,322,789	5.65%	\$ 3,150,074,301	\$ 36,540,213	1.16%
Monthly Accrued Earnings ⁴	\$ 837,870	\$ 827,033	\$ 10,836	1.31%	\$ 1,112,749	\$ (274,879)	-24.70%
Monthly Net Yield ^{3,4}	0.16%	0.22%	-0.06%	-27.13%	0.25%	-0.08%	-33.87%
Year-To-Date Net Yield ⁴	0.24%	0.26%	-0.02%	-6.88%	0.37%	-0.13%	-34.97%
Annual Estimated Gross Yield	0.37%	0.37%	0.00%	0.00%	0.38%	-0.01%	-2.63%
Weighted Average Maturity (WAM) ⁶	310	320	(10)	-3.13%	250	60	24.00%
<u>Orange County Educational Investment Pool (OCEIP)</u>							
End Of Month Market Value ^{1,2,5}	\$ 3,991,640,265	\$ 2,985,016,688	\$ 1,006,623,577	33.72%	\$ 3,464,844,518	\$ 526,795,747	15.20%
End Of Month Book Value ^{2,5}	\$ 3,991,961,363	\$ 2,984,223,358	\$ 1,007,738,005	33.77%	\$ 3,461,822,630	\$ 530,138,733	15.31%
Monthly Average Balance ^{2,5}	\$ 3,477,891,730	\$ 3,086,549,009	\$ 391,342,721	12.68%	\$ 2,947,808,087	\$ 530,083,643	17.98%
Year-To-Date Average Balance ⁵	\$ 3,246,909,618	\$ 3,200,713,195	\$ 46,196,422	1.44%	\$ 2,813,999,240	\$ 432,910,377	15.38%
Monthly Accrued Earnings ^{3,4}	\$ 860,161	\$ 752,806	\$ 107,354	14.26%	\$ 1,000,808	\$ (140,647)	-14.05%
Monthly Net Yield ⁴	0.21%	0.21%	-0.01%	-2.58%	0.32%	-0.11%	-34.16%
Year-To-Date Net Yield ⁴	0.21%	0.21%	0.00%	0.79%	0.36%	-0.15%	-40.71%
Annual Estimated Gross Yield	0.37%	0.37%	0.00%	0.00%	0.38%	-0.01%	-2.63%
Weighted Average Maturity (WAM) ⁶	342	314	28	8.92%	227	115	50.66%

¹ Market values provided by Bloomberg and Northern Trust.

² In December 2013, OCIP and OCEIP balances increased primarily due to incoming secured property tax receipts.

³ In December 2013, OCIP monthly net yield decreased due to incoming secured tax receipts that were deposited and invested in short maturities until distribution to County Agencies and school districts. Over 65% of OCIP secured tax receipts were distributed to County agencies and school districts in late December and January. OCEIP December 2013 monthly accrued earnings increased over November 2013 due to higher balances from incoming secured tax results.

⁴ In December 2012, OCIP and OCEIP primarily 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 December 2012.

⁵ In December 2013, the OCEIP end of month market and book values, and monthly and year-to-date average balances were higher than December 2012 due to increased General Obligation (GO) bond funds on deposit, redevelopment property tax trust fund distributions, and higher payments from the State, as the State is significantly reducing the deferred amount of required payments to school district.

⁶ In December 2013, OCIP and OCEIP WAMs were higher than December 2012, primarily due to investing in longer maturities during the second and third quarters of 2013 to capture higher interest rates offered during that period.

ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
 FOR THE MONTH AND QUARTER ENDED: DECEMBER 31, 2013

INVESTMENT STATISTICS - By Investment Pool***						
DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/13	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
COMBINED POOL BALANCES (includes the Extended Fund)						
Orange County Investment Pool (OCIP)	MARKET Value \$	3,755,775,867	310	0.26%	0.24%	1.00
	COST (Capital) \$	3,760,859,551				
	MONTHLY AVG Balance \$	4,038,228,460				
	QUARTERLY AVG Balance \$	3,435,899,098				
	BOOK Value \$	3,755,971,783				
Orange County Educational Investment Pool (OCEIP)	MARKET Value \$	3,991,640,265	342	0.29%	0.29%	1.00
	COST (Capital) \$	3,998,574,613				
	MONTHLY AVG Balance \$	3,477,891,730				
	QUARTERLY AVG Balance \$	3,241,044,058				
	BOOK Value \$	3,991,961,363				
INVESTMENT STATISTICS - Non Pooled Investments **						
DESCRIPTION	CURRENT BALANCE	BOOK BALANCE BY INVESTMENT TYPE				
Specific Investment						
Funds:	MARKET Value \$	51,033,595				
15B, 283, 505	COST (Capital) \$	51,111,944	Repurchase Agreement		\$	1,081,500
	MONTHLY AVG Balance \$	51,180,761	John Wayne Airport Investment Pool			49,922,781
	QUARTERLY AVG Balance \$	51,078,598	GNMA Mortgage-Backed Securities			107,663
	BOOK Value \$	51,009,296				
						\$ 51,111,944
MONTH END TOTALS						
INVESTMENTS & CASH			FUND ACCOUNTING & SPECIFIC INVESTMENTS			
COUNTY MONEY MARKET FUND (OCMMF)						
County Money Market Fund	\$	2,072,952,207	County Funds			\$ 3,783,888,729
County Cash		23,121,816	Educational Funds			3,998,701,723
EXTENDED FUND		3,705,907,344	Specific Investment Funds			51,111,944
EDUCATIONAL MONEY MARKET FUND (OCEMMF)						
Educational Money Market Fund		1,980,574,613				
Educational Cash		34,472				
NON-POOLED INVESTMENTS						
Non Pooled Investments @ Cost		51,111,944				
	\$	7,833,702,396				\$ 7,833,702,396
KEY POOL STATISTICS						
INTEREST RATE YIELD			WEIGHTED AVERAGE MATURITY (WAM)			
OCMMF - MONTHLY GROSS YIELD		0.09%	OCMMF			57
OCEMMF - MONTHLY GROSS YIELD		0.14%	OCEMMF			58
JOHN WAYNE AIRPORT - MONTHLY GROSS YIELD		0.15%	JOHN WAYNE AIRPORT WAM			54
OCIP - YTD NET YIELD****		0.24%	LGIP WAM (Standard & Poors)			50
OCEIP - YTD NET YIELD****		0.21%				
90-DAY T-BILL YIELD - MONTHLY AVERAGE		0.06%				

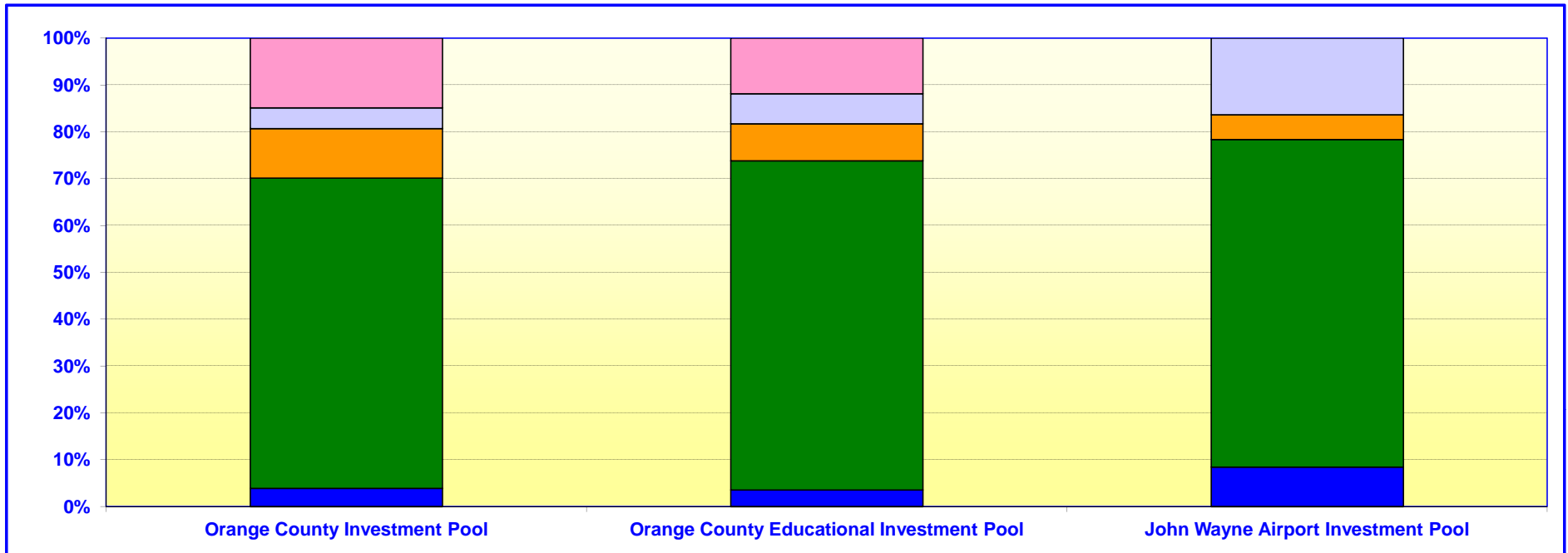
ORANGE COUNTY TREASURER-TAX COLLECTOR
INVESTMENT POOL STATISTICS
FOR THE MONTH AND QUARTER ENDED: DECEMBER 31, 2013

INVESTMENT STATISTICS - By Investment Fund*

DESCRIPTION	CURRENT BALANCES	Average Days to Maturity	Daily Yield as of 12/31/13	MONTHLY Gross Yield	QUARTER Gross Yield	Current NAV
<u>County Money Market Fund (OCMMF)</u>	MARKET Value \$ 2,072,049,497	57	0.10%	0.09%	0.11%	1.00
	COST (Capital) \$ 2,072,952,207					
	MONTHLY AVG Balance \$ 2,353,858,694					
	QUARTERLY AVG Balance \$ 1,750,846,893					
	BOOK Value \$ 2,071,892,371					
<u>Educational Money Market Fund (OCEMMF)</u>	MARKET Value \$ 1,978,638,884	58	0.11%	0.14%	0.14%	1.00
	COST (Capital) \$ 1,980,574,613					
	MONTHLY AVG Balance \$ 1,804,665,923					
	QUARTERLY AVG Balance \$ 1,783,302,123					
	BOOK Value \$ 1,978,537,898					
<u>Extended Fund</u>	MARKET Value \$ 3,696,727,752	621	0.48%	0.45%	0.47%	1.00
	COST (Capital) \$ 3,705,907,344					
	MONTHLY AVG Balance \$ 3,357,595,573					
	QUARTERLY AVG Balance \$ 3,142,794,140					
	BOOK Value \$ 3,697,502,877					
ALLOCATION OF EXTENDED FUND						
<u>Extended Fund</u> <i>OCIP Share</i>	MARKET Value \$ 1,683,726,370	621	0.48%	0.45%	0.48%	1.00
	COST (Capital) \$ 1,687,907,344					
	MONTHLY AVG Balance \$ 1,684,369,766					
	QUARTERLY AVG Balance \$ 1,685,052,204					
	BOOK Value \$ 1,684,079,412					
<i>OCEIP Share</i>	MARKET Value \$ 2,013,001,382	621	0.48%	0.45%	0.47%	1.00
	COST (Capital) \$ 2,018,000,000					
	MONTHLY AVG Balance \$ 1,673,225,806					
	QUARTERLY AVG Balance \$ 1,457,741,935					
	BOOK Value \$ 2,013,423,465					
<i>Modified Duration</i>	1.69					

- * 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 53646 (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
December 31, 2013



Orange County Investment Pool			
	In Thousands		%
CERTIFICATES OF DEPOSIT	\$ 146,508		3.90%
U.S. GOVERNMENT AGENCIES	2,488,659		66.26%
MONEY MARKET FUNDS	395,688		10.54%
MEDIUM - TERM NOTES	167,247		4.45%
U.S. TREASURIES	557,674		14.85%
	<u>\$ 3,755,776</u>		<u>100.00%</u>

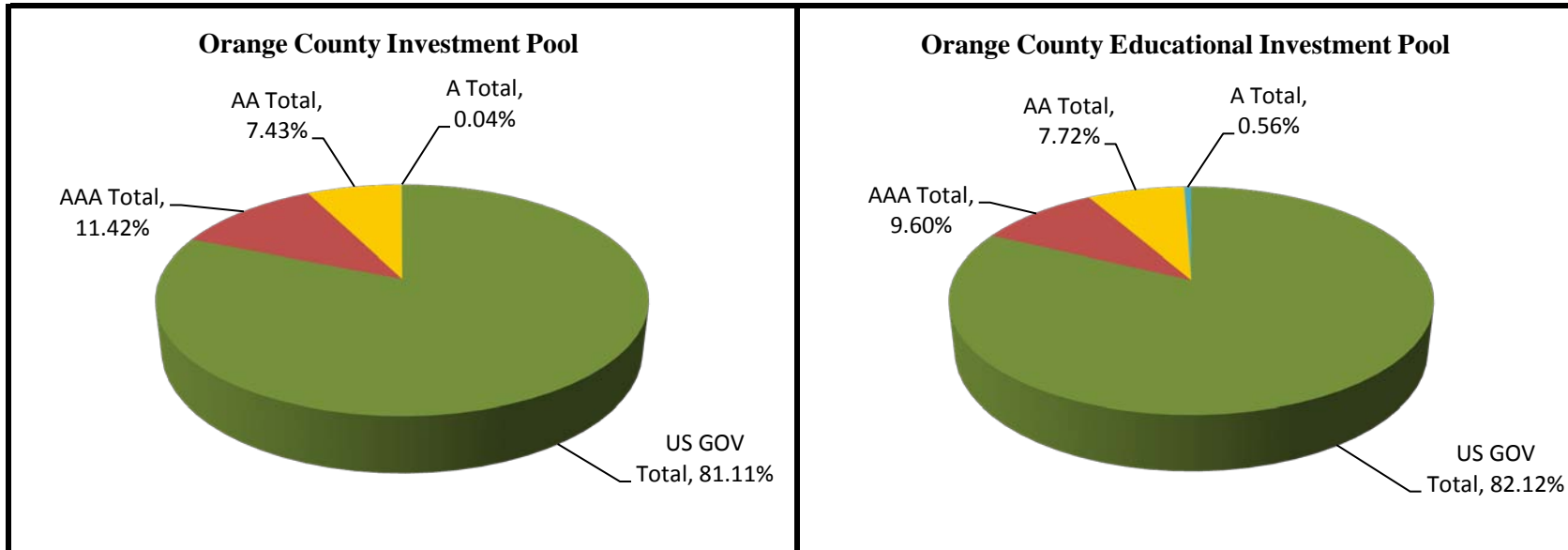
Orange County Educational Investment Pool			
	In Thousands		%
CERTIFICATES OF DEPOSIT	\$ 141,995		3.56%
U.S. GOVERNMENT AGENCIES	2,804,943		70.26%
MONEY MARKET FUNDS	316,459		7.93%
MEDIUM - TERM NOTES	255,365		6.40%
U.S. TREASURIES	472,878		11.85%
	<u>\$ 3,991,640</u>		<u>100.00%</u>

John Wayne Airport Investment Pool			
	In Thousands		%
CERTIFICATES OF DEPOSIT	\$ 4,200		8.43%
U.S. GOVERNMENT AGENCIES	34,860		69.95%
MONEY MARKET FUNDS	2,635		5.29%
MEDIUM - TERM NOTES	8,138		16.33%
	<u>\$ 49,833</u>		<u>100.00%</u>

Calculated Using Market Value at 12/31/2013

4.2 (9)

ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 December 31, 2013



US GOV Includes Agency & Treasury Debt

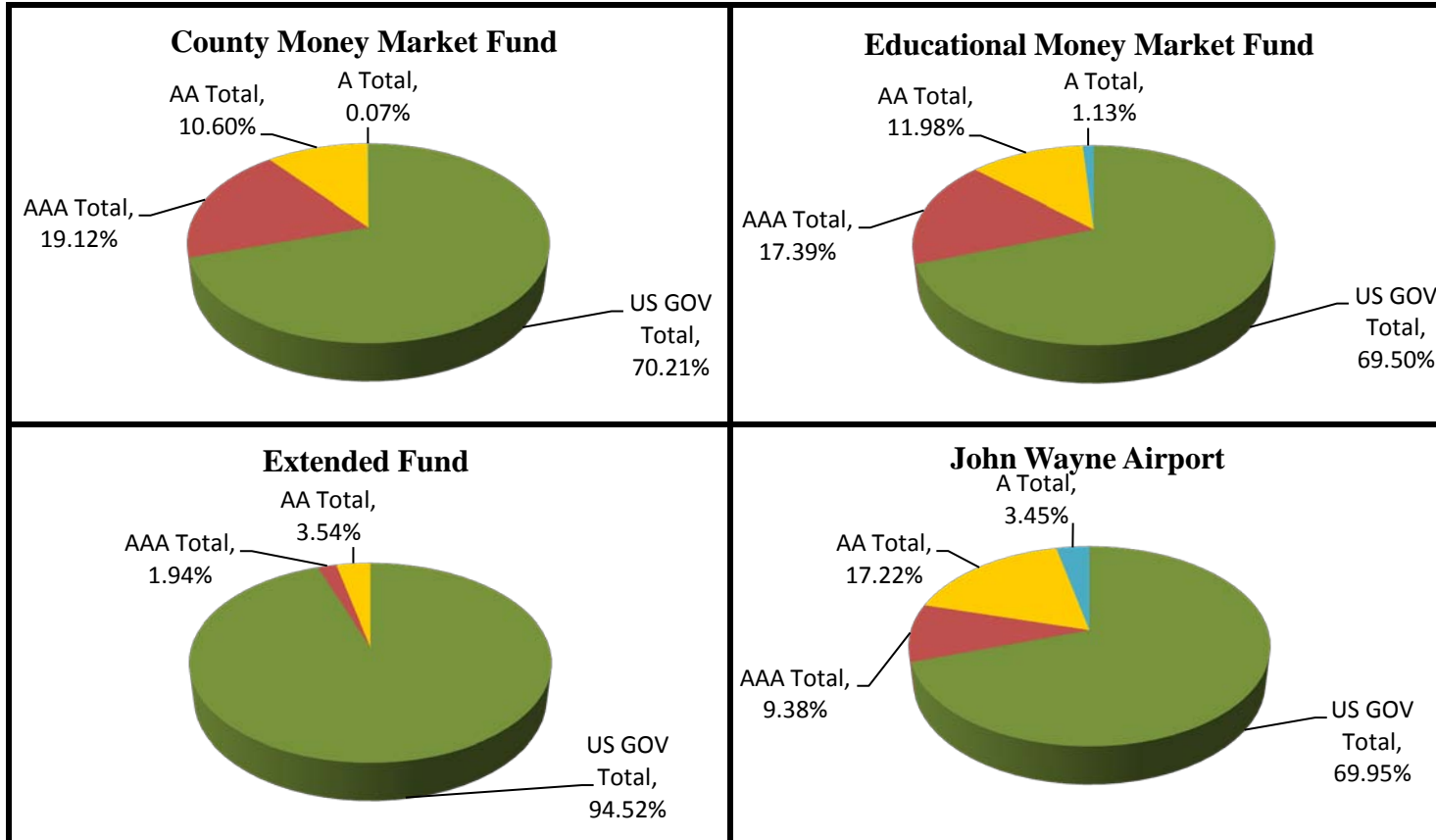
AA Includes AA+, AA- & AA

A Includes A+,A- & A

A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

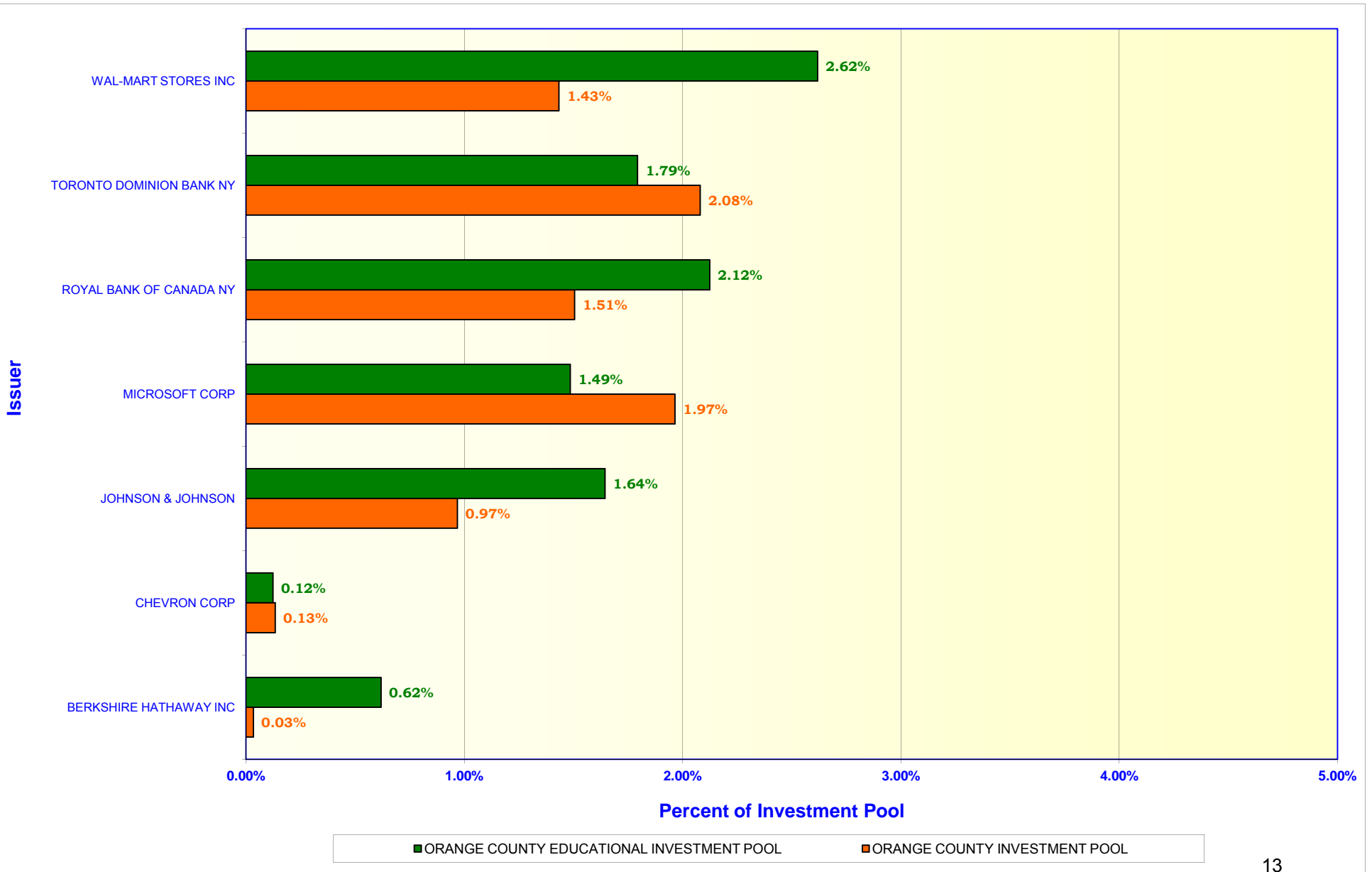
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ORANGE COUNTY TREASURER - TAX COLLECTOR
CREDIT QUALITY BY MARKET VALUE
 December 31, 2013



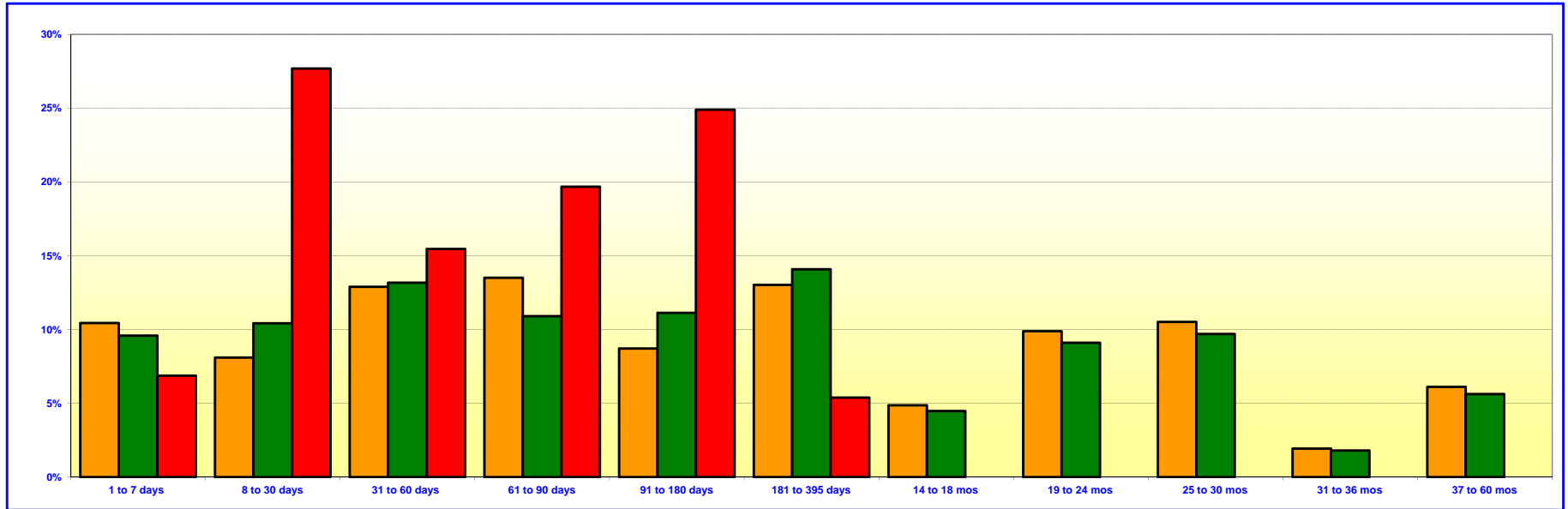
US GOV Includes Agency & Treasury Debt
AA Includes AA+, AA- & AA
A Includes A+,A- & A
A-1 Includes A-1+, F-1+, P-1, A-1 & F-1

ORANGE COUNTY TREASURER - TAX COLLECTOR
ISSUER CONCENTRATION-By Investment Pool
 December 31, 2013



4.2 (12)

ORANGE COUNTY TREASURER - TAX COLLECTOR
MATURITIES DISTRIBUTION
 December 31, 2013



ORANGE COUNTY INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 425,688	10.44%
8 TO 30 DAYS	330,343	8.10%
31 TO 60 DAYS	525,668	12.89%
61 TO 90 DAYS	551,628	13.52%
91 TO 180 DAYS	355,636	8.72%
181 TO 395 DAYS	531,147	13.02%
14 TO 18 MONTHS	198,374	4.86%
19 TO 24 MONTHS	402,801	9.88%
25 TO 30 MONTHS	429,038	10.52%
31 TO 36 MONTHS	79,058	1.94%
37 TO 60 MONTHS	249,178	6.11%
TOTAL	\$ 4,078,559	100.00%

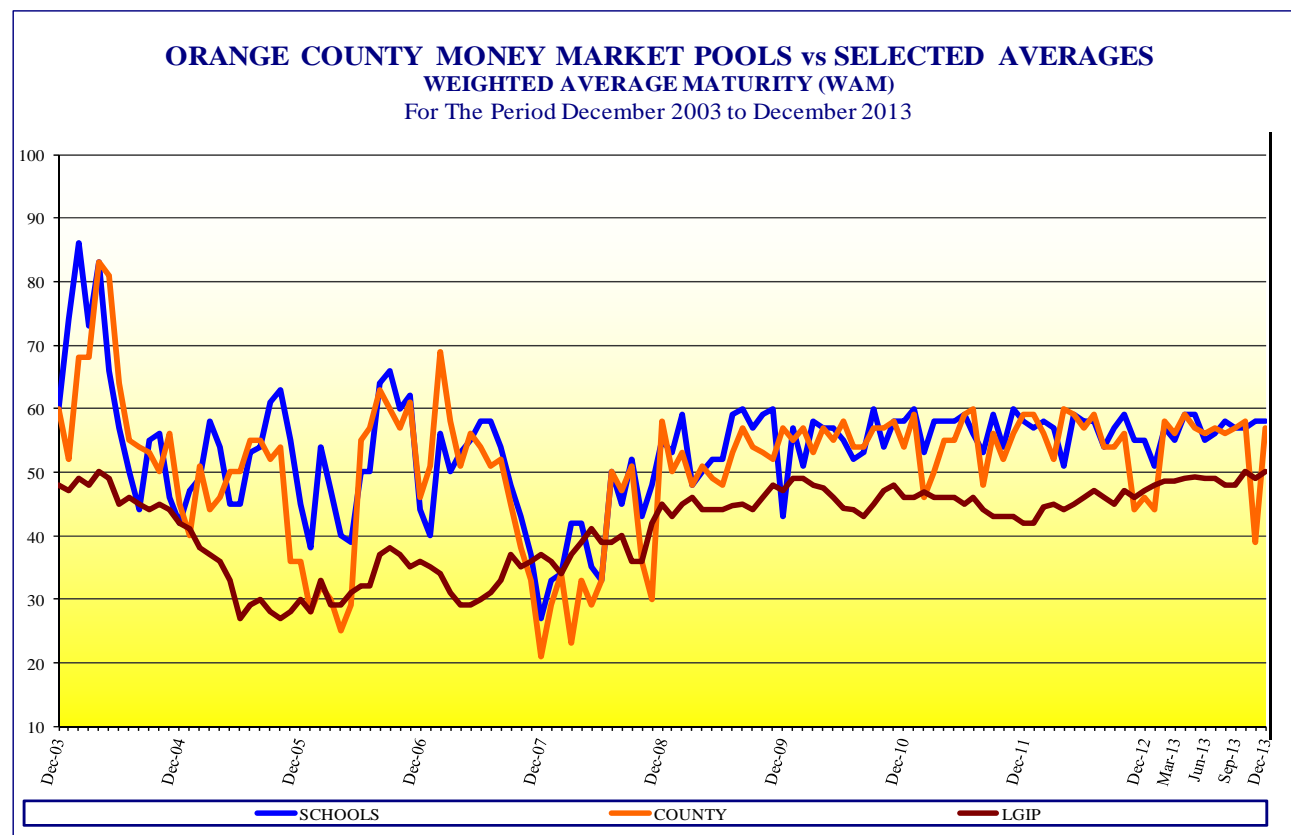
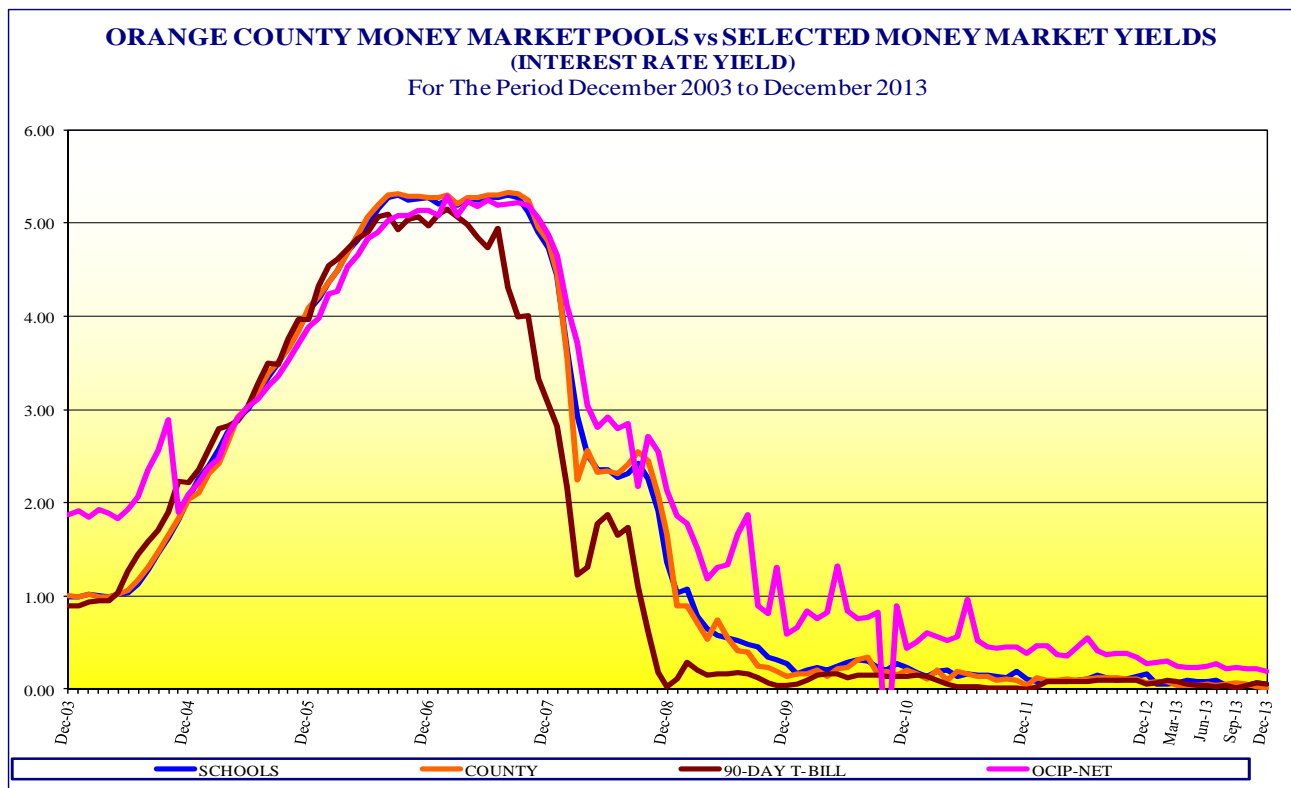
ORANGE COUNTY EDUCATIONAL INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 346,658	9.58%
8 TO 30 DAYS	376,757	10.42%
31 TO 60 DAYS	476,858	13.18%
61 TO 90 DAYS	394,644	10.91%
91 TO 180 DAYS	402,288	11.12%
181 TO 395 DAYS	509,725	14.09%
14 TO 18 MONTHS	162,116	4.48%
19 TO 24 MONTHS	329,178	9.10%
25 TO 30 MONTHS	350,620	9.69%
31 TO 36 MONTHS	64,610	1.80%
37 TO 60 MONTHS	203,634	5.63%
TOTAL	\$ 3,617,088	100.00%

JOHN WAYNE AIRPORT INVESTMENT POOL		
	In Thousands	%
1 TO 7 DAYS	\$ 3,413	6.87%
8 TO 30 DAYS	13,771	27.70%
31 TO 60 DAYS	7,682	15.46%
61 TO 90 DAYS	9,780	19.68%
91 TO 180 DAYS	12,379	24.91%
181 TO 395 DAYS	2,675	5.38%
TOTAL	\$ 49,700	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 12/31/2013, Floating Rate Notes comprise 7.09%, 9.26%, and 24.35% of the Orange County Investment Pool, Orange County Educational Investment Pool, and JWA Investment Pool respectively.



•LGIP: Standard and Poor’s Local Government Investment Pool

•As of December 31, 2013, LGIP – 0.05; LGIP WAM -50; 90-Day T-Bill – 0.06; OCIP – Net – 0.19

ORANGE COUNTY TREASURER-TAX COLLECTOR

INVESTMENT POOL YIELDS

January 1, 2013 - December 31, 2013

PERIOD ENDING - MONTH / YEAR	MONTH END MARKET VALUE	EARNINGS FOR MONTH	GROSS AVERAGE YIELD FOR MONTH	MONTH END WAM
<i>Current Month - December 2013</i>				
County Pool - Money Market Fund	\$ 2,072,049,497	\$ 184,296	0.09%	57
Educational Pool - Money Market Fund	\$ 1,978,638,884	\$ 219,931	0.14%	58
Extended Fund	\$ 3,696,727,752	\$ 1,293,803	0.45%	621
<i>November 2013</i>				
County Pool - Money Market Fund	\$ 1,819,042,131	\$ 153,214	0.12%	39
Educational Pool - Money Market Fund	\$ 1,638,204,004	\$ 213,523	0.15%	58
Extended Fund	\$ 3,026,493,454	\$ 1,213,102	0.49%	624
<i>October 2013</i>				
County Pool - Money Market Fund	\$ 1,486,030,115	\$ 139,691	0.13%	58
Educational Pool - Money Market Fund	\$ 1,702,755,698	\$ 186,370	0.12%	57
Extended Fund	\$ 3,026,539,250	\$ 1,242,521	0.48%	633
<i>September 2013</i>				
County Pool - Money Market Fund	\$ 1,198,565,150	\$ 153,257	0.15%	57
Educational Pool - Money Market Fund	\$ 1,834,425,928	\$ 187,335	0.12%	57
Extended Fund	\$ 3,024,399,465	\$ 1,233,682	0.49%	645
<i>August 2013</i>				
County Pool - Money Market Fund	\$ 1,221,480,067	\$ 134,037	0.13%	56
Educational Pool - Money Market Fund	\$ 1,837,942,532	\$ 253,357	0.16%	58
Extended Fund	\$ 3,017,453,110	\$ 1,266,459	0.49%	643
<i>July 2013</i>				
County Pool - Money Market Fund	\$ 1,257,658,076	\$ 140,811	0.12%	57
Educational Pool - Money Market Fund	\$ 1,949,109,733	\$ 245,925	0.15%	56
Extended Fund	\$ 2,995,745,835	\$ 1,479,702	0.58%	642
<i>June 2013</i>				
County Pool - Money Market Fund	\$ 1,422,436,315	\$ 162,341	0.13%	56
Educational Pool - Money Market Fund	\$ 1,965,410,761	\$ 232,017	0.16%	55
Extended Fund	\$ 3,018,335,297	\$ 1,343,357	0.54%	655
<i>May 2013</i>				
County Pool - Money Market Fund	\$ 1,751,637,453	\$ 193,558	0.12%	57
Educational Pool - Money Market Fund	\$ 1,765,877,752	\$ 249,444	0.17%	59
Extended Fund	\$ 3,021,491,404	\$ 1,287,435	0.50%	618
<i>April 2013</i>				
County Pool - Money Market Fund	\$ 2,003,879,874	\$ 258,923	0.12%	59
Educational Pool - Money Market Fund	\$ 1,849,615,014	\$ 230,688	0.18%	59
Extended Fund	\$ 3,022,972,361	\$ 1,330,367	0.54%	578
<i>March 2013</i>				
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
<i>February 2013</i>				
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
<i>January 2013</i>				
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
Fiscal Year July 1, 2013 - June 30, 2014	Average Month End Market Value Balance	YTD Interest Income	YTD Gross Yield	YTD Average
Orange County Investment Pool	\$ 3,183,774,216	\$ 5,129,429	0.32%	363
Orange County Educational Investment Pool	\$ 3,280,102,565	\$ 4,811,589	0.29%	19 312

ORANGE COUNTY TREASURER-TAX COLLECTOR

CASH AVAILABILITY PROJECTION

FOR THE SIX MONTHS ENDING JUNE 30, 2014

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 June 30, 2014, 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
December 2013 - Ending Cash				\$ 23,121,816
January	\$ 831,961,963	\$ 417,690,571	\$ 938,021,714	334,752,636
February	535,479,885	473,847,656	321,956,366	1,022,123,812
March	645,039,440	819,183,101	548,138,058	1,938,208,294
April	152,353,107	1,862,681,668	1,702,225,625	2,251,017,444
May	78,570,500	396,224,712	659,583,676	2,066,228,981
June	197,799,600	291,179,465	550,609,823	2,004,598,222

ORANGE COUNTY EDUCATIONAL INVESTMENT POOL				
Month	Investment Maturities	Projected Deposits	Projected Disbursements	Cumulative Available Cash
December 2013 - Ending Cash				\$ 34,472
January	\$ 786,895,790	\$ 391,433,724	\$ 699,334,878	479,029,108
February	421,182,257	316,458,510	499,185,200	717,484,675
March	307,251,634	522,633,213	517,099,141	1,030,270,381
April	131,532,118	1,061,825,764	517,269,912	1,706,358,352
May	104,896,370	221,679,863	509,942,711	1,522,991,874
June	104,217,581	230,798,697	542,247,613	1,315,760,539



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 01/15/2014, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2013.

Earnings Ratio		.00000700426120353
Interest Rate		0.26%
Dollar Day Total	\$	13,832,266.12
Quarter End Principal Balance	\$	150,365.51
Quarterly Interest Earned	\$	96.88

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 12/01/2013 To 12/31/2013
Board Meeting on 02/03/2014**

BACKGROUND

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

ANALYSIS

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

BUDGET TRANSFERS	From	To
<u>Fund 11: General Fund Unrestricted</u>		
1000 ACADEMIC SALARIES	8,646	
2000 CLASSIFIED SALARIES	20	
3000 EMPLOYEE BENEFITS		7,716
4000 SUPPLIES & MATERIALS		2,134
5000 OTHER OPERATING EXP & SERVICES	14,614	
6000 CAPITAL OUTLAY		13,430
Total Transfer Fund 11	\$23,280	\$23,280
<u>Fund 12: General Fund Restricted</u>		
1000 ACADEMIC SALARIES	6,053	
2000 CLASSIFIED SALARIES	20,769	
3000 EMPLOYEE BENEFITS	40,401	
4000 SUPPLIES & MATERIALS		16,644
5000 OTHER OPERATING EXP & SERVICES		5,431
6000 CAPITAL OUTLAY		62,424
7000 OTHER OUTGO		6,730
7900 RESERVE FOR CONTINGENCIES	24,006	
Total Transfer Fund 12	\$91,229	\$91,229
<u>Fund 13: GF Unrestricted One-Time Funds</u>		
2000 CLASSIFIED SALARIES	2,581	
4000 SUPPLIES & MATERIALS	4,275	
5000 OTHER OPERATING EXP & SERVICES		16,856
7900 RESERVE FOR CONTINGENCIES	10,000	
Total Transfer Fund 13	\$16,856	\$16,856
<u>Fund 33: Child Development Fund</u>		
1000 ACADEMIC SALARIES	8,387	
2000 CLASSIFIED SALARIES	15,551	
3000 EMPLOYEE BENEFITS	7,323	
4000 SUPPLIES & MATERIALS		10,945
5000 OTHER OPERATING EXP & SERVICES	9,645	
6000 CAPITAL OUTLAY		29,961
Total Transfer Fund 33	\$40,906	\$40,906
<u>Fund 41: Capital Outlay Projects Fund</u>		
5000 OTHER OPERATING EXP & SERVICES		31,000
7900 RESERVE FOR CONTINGENCIES	31,000	
Total Transfer Fund 41	\$31,000	\$31,000

BUDGET INCREASES AND DECREASES

Revenue Appropriation

Fund 12: General Fund Restricted

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT
From 12/01/2013 To 12/31/2013
Board Meeting on 02/03/2014**

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
8100	FEDERAL REVENUES	555,912	
8600	STATE REVENUES	100,000	
8800	LOCAL REVENUES	37,563	
1000	ACADEMIC SALARIES		64,067
2000	CLASSIFIED SALARIES		334,634
3000	EMPLOYEE BENEFITS		137,497
4000	SUPPLIES & MATERIALS		(4,424)
5000	OTHER OPERATING EXP & SERVICES		122,503
7900	RESERVE FOR CONTINGENCIES		39,198
Total Transfer Fund 12		\$693,475	\$693,475
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
8800	LOCAL REVENUES	4,790	
1000	ACADEMIC SALARIES		4,377
3000	EMPLOYEE BENEFITS		413
Total Transfer Fund 13		\$4,790	\$4,790
<u>Fund 33: Child Development Fund</u>			
8100	FEDERAL REVENUES	1,693,211	
1000	ACADEMIC SALARIES		541,294
2000	CLASSIFIED SALARIES		322,302
3000	EMPLOYEE BENEFITS		364,534
4000	SUPPLIES & MATERIALS		31,879
5000	OTHER OPERATING EXP & SERVICES		430,202
6000	CAPITAL OUTLAY		3,000
Total Transfer Fund 33		\$1,693,211	\$1,693,211

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

RECOMMENDATION

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

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 12/01/2013 To 12/31/2013

Board Meeting on 02/03/2014

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

BUDGET TRANSFERS		From	To
<u>Fund 12: General Fund Restricted</u>			
B012847	12/13/13		
2000	CLASSIFIED SALARIES	42,165	
3000	EMPLOYEE BENEFITS	17,767	
4000	SUPPLIES & MATERIALS		23,000
5000	OTHER OPERATING EXP & SERVICES		9,767
6000	CAPITAL OUTLAY		27,165
	Total Reference B012847	\$59,932	\$59,932
Reason:	Special Project Adjustment		
Description:	SP1102 SAC WIA/ESL non-persnrl		
B012857	12/16/13		
6000	CAPITAL OUTLAY		24,006
7900	RESERVE FOR CONTINGENCIES	24,006	
	Total Reference B012857	\$24,006	\$24,006
Reason:	Special Project Adjustment		
Description:	SP3610 DO S&S T3 elctr vehicle		
<u>Fund 13: GF Unrestricted One-Time Funds</u>			
B012808	12/06/13		
5000	OTHER OPERATING EXP & SERVICES		10,000
7900	RESERVE FOR CONTINGENCIES	10,000	
	Total Reference B012808	\$10,000	\$10,000
Reason:	Special Project Adjustment		
Description:	SP0001 SAC Scrr/wrstl playoffs		
<u>Fund 41: Capital Outlay Projects Fund</u>			
B012881	12/19/13		
5000	OTHER OPERATING EXP & SERVICES		31,000
7900	RESERVE FOR CONTINGENCIES	31,000	
	Total Reference B012881	\$31,000	\$31,000
Reason:	Special Project Adjustment		
Description:	SP3130 Dolinka RDA PhaseIII		
BUDGET INCREASES AND DECREASES		Revenue	Appropriation
<u>Fund 12: General Fund Restricted</u>			
B012795	12/04/13		
8600	STATE REVENUES	100,000	
4000	SUPPLIES & MATERIALS		3,000
5000	OTHER OPERATING EXP & SERVICES		97,000
	Total Reference B012795	\$100,000	\$100,000
Reason:	New Budget		
Description:	NEWB2311 ED-I-RI ICT/DM		

**RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
BUDGET BOARD REPORT- ATTACHMENT**

From 12/01/2013 To 12/31/2013

Board Meeting on 02/03/2014

BUDGET INCREASES AND DECREASES		Revenue	Appropriation
B012836	12/13/13		
8800	LOCAL REVENUES	37,563	
1000	ACADEMIC SALARIES		27,033
2000	CLASSIFIED SALARIES		(11,139)
3000	EMPLOYEE BENEFITS		(17,529)
7900	RESERVE FOR CONTINGENCIES		39,198
Total Reference B012836		\$37,563	\$37,563
Reason:	Special Project Adjustment		
Description:	Adj Health Center budget #3450		
B012841	12/13/13		
8100	FEDERAL REVENUES	555,912	
2000	CLASSIFIED SALARIES		369,437
3000	EMPLOYEE BENEFITS		151,062
4000	SUPPLIES & MATERIALS		4,770
5000	OTHER OPERATING EXP & SERVICES		30,643
Total Reference B012841		\$555,912	\$555,912
Reason:	New Budget		
Description:	NEWB1318 SBA/CSUF SBDC grant		
<u>Fund 33: Child Development Fund</u>			
B012858	12/16/13		
8100	FEDERAL REVENUES	43,536	
4000	SUPPLIES & MATERIALS		1,000
5000	OTHER OPERATING EXP & SERVICES		42,536
Total Reference B012858		\$43,536	\$43,536
Reason:	Special Project Adjustment		
Description:	SP1279 CDC EHS T&TA yr2		
B012865	12/17/13		
8100	FEDERAL REVENUES	1,649,675	
1000	ACADEMIC SALARIES		541,294
2000	CLASSIFIED SALARIES		322,302
3000	EMPLOYEE BENEFITS		364,534
4000	SUPPLIES & MATERIALS		30,879
5000	OTHER OPERATING EXP & SERVICES		387,666
6000	CAPITAL OUTLAY		3,000
Total Reference B012865		\$1,649,675	\$1,649,675
Reason:	Special Project Adjustment		
Description:	SP1274 CDC EHS Oper DO yr2/3		

RECOMMENDATION

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

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

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of the Quarterly Financial Status Report (CCFS-311Q) for period ended December 31, 2013	
Action:	Request for Approval	

BACKGROUND

Pursuant to §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 second quarter in fiscal year 2013-14 ended December 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 six months covered in this report, the District has recognized 48.4% of budgeted revenues and other financing sources and 49.9% 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 December 31, 2013 as presented.

Fiscal Impact:	Not Applicable	Board Date: February 3, 2014
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 2013-2014

District: (870) Rancho Santiago Community College

Quarter Ended: December 31, 2013

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

As of June 30 for fiscal year specified.

	FY 2010-11 Actual	FY 2011-12 Actual	FY 2012-13 Actual	FY 2013-14 Projected
Revenues:				
Unrestricted General Fund Revenues (Objects 8100, 8600, and 8800)	146,382,590	135,465,745	137,225,065	141,642,496
Other Financing Sources (Objects 8900)	17,279	41,176	20,007	5,000
Total Unrestricted Revenues	146,399,869	135,506,921	137,245,072	141,647,496
Expenditures:				
(Objects 1000-6000)	130,076,750	136,106,907	139,499,629	143,216,069
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,596,948	2,042,885	3,508,107	8,640,000
Total Unrestricted Expenditures	131,673,698	138,149,792	143,007,736	151,856,069
Revenues Over(Under)Expenditures	14,726,171	-2,642,871	-5,762,664	-10,208,573
Fund Balance, Beginning	31,418,493	46,173,393	43,608,426	37,633,190
Prior Year Adjustments + (-)	28,729	77,904	-212,572	0
Adjusted Fund Balance, Beginning	31,447,222	46,251,297	43,395,854	37,633,190
Fund Balance, Ending	46,173,393	43,608,426	37,633,190	27,424,617
% of GF Balance to GF Expenditures	35.1%	31.6%	26.3%	18.1%

II. Annualized Attendance FTES:

Annualized FTES				
(Excluding apprentices and non-residents)	30,745	27,708	28,185	28,766

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)	53,383,035	62,205,521	47,665,302	33,269,630

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)	141,468,719	141,642,496	68,553,641	48.4%
Other Financing Sources (Objects 8900)	5,000	5,000	0	0.0%
Total Unrestricted Revenues	141,473,719	141,647,496	68,553,641	48.4%
Expenditures:				
Unrestricted General Fund Expenditures (Objects 1000-6000)	142,543,001	143,216,069	67,232,175	46.9%
Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,640,000	8,640,000	8,500,000	98.4%
Total Unrestricted Expenditures	144,183,001	151,856,069	75,732,175	49.9%
Revenues Over(Under) Expenditures	(2,709,282)	(10,208,573)	(7,178,534)	
Adjusted Fund Balance, Beginning	37,633,190	37,633,190	37,633,190	
Fund Balance, Ending	34,923,908	27,424,617	30,454,656	
% of UGF Fund Balance to UGF Expenditures	24.2%	18.1%		

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 %	
2013-14	445,904	1.57%	1,299,026	1.57%		
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
2013-14	74,284	151,346	
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.:

The district intends to fund the salary and benefit increases with the fund balance and COLA increase.

VI. Did the district have significant events for the quarter (include incidence of long-term debt, settlement of audit citations 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: December 31, 2013

Governing Board Meeting Date: February 3, 2014

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

To: Board of Trustees	Date: February 3, 2014
Re: Adoption of Resolution No. 14-03 – Separate Bank and Investment Accounts	
Action: Request for Adoption	

BACKGROUND

Pursuant to Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, it is the intent of the Legislature, Board of Governors, and the State Chancellor's Office to encourage sound fiscal management practices among community college districts to facilitate the most efficient and effective use of monies under district control. To that end, the Board of Governors has recognized districts need to maintain authorized bank accounts for certain types of district/college functions and activities. Accordingly, the governing board of any community college district may, for the purpose of expediting business service transactions and in accordance with sound business practices, establish separate bank accounts.

In addition, the governing board of any community college district may establish clearing accounts for the deposit and subsequent withdrawal of any miscellaneous receipts. All monies in any such account shall be paid into the appropriate county treasury within a reasonable time period. Also, pursuant to Education Code §42800, the governing board of a community college district may establish a revolving cash fund account for the payment of services, material purchases, and supplemental salary payments when it has been determined that an error has been made in calculating or reporting employee payrolls.

ANALYSIS

In order to adequately safeguard and manage District assets, the District has verified and updated all bank and investment accounts and prepared the attached resolution to establish and maintain these accounts with the most current information as required. The accounts within the attached resolution are the only recognized and authorized District and Foundation accounts. This resolution will be kept on file with the Orange County Auditor-Controller and will be brought to the Board for any updates on a regular basis.

RECOMMENDATION

It is recommended that the Board of Trustees adopt Resolution No. 14-03, Separate Bank and Investment Accounts as presented.

Fiscal Impact: Not applicable	Board Date: February 3, 2014
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
BOARD OF TRUSTEES**

Resolution Regarding Separate Bank and Investment Accounts

Resolution No. 14-03

WHEREAS, the Board of Trustees finds there is a need to establish and maintain separate bank, investment, clearing and revolving accounts; and,

WHEREAS, pursuant to the California Community College Budget and Accounting Manual as authorized by Education Code §84030 and §84040 and in accordance with §58311 of Title 5 of the California Code of Regulations, the Board of Trustees is authorized to establish such accounts; and,

WHEREAS, Education Code §42800 requires the governing board to adopt a resolution setting forth the need for a revolving fund and the officers authorized to sign checks from the revolving fund; and

WHEREAS, the Board of Trustees hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provisions of §16429.1 of the Government Code for the purpose of investment as stated therein is in the best interest of the district.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees authorizes a general revolving cash fund in the amount of \$100,000; and

BE IT FURTHER RESOLVED that the Board of Trustees authorizes the deposit and withdrawal of monies in the Local Agency Investment Fund in the State Treasury in accordance with provisions of §16429.1 of the Government Code for the purpose of investment as stated therein; and

BE IT FURTHER RESOLVED that the accounts and custodians/account signers listed are duly authorized and approved.

Rancho Santiago Community College District

- | | |
|-----------------------|---|
| 1. Bank Name/Address: | City National Bank
Torrance Office
3424 Carson St.
Torrance, CA 90503
(213) 427-5050 |
| Account #: | 0014225544 |
| Account Name: | Rancho Santiago Community College District – Federal Funds |

Type: Checking Account

Purpose of Account: Serves as depository for all Perkins loan collections. It is the lock box used by Xerox Educational Services, our loan servicer.

Authorized Signatures R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 2 live signatures

2. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009156

Account Name: Rancho Santiago Community College District

Type: Business Interest Checking Account Depository Account

Purpose of Account: Serves as depository clearing account for all cash received for the general, capital outlay projects, child development, student financial, self-insurance and retiree benefit fund. A check is written to the OC Treasurer to transfer funds to the commingle investment fund.

Authorized Signatures R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 2 live signatures

3. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 030-791624

Account Name: Rancho Santiago Community College District - Santa Ana College Veterans Payment

Type: Business Checking Account

Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering at SAC.

Authorized Signatures: R. Raul Rodriguez - Chancellor
 John M. Didion - Executive Vice Chancellor
 Peter J. Hardash - Vice Chancellor
 Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 1 live signature

4. Bank Name/Address: **Bank of the West**
 103 E Memory Lane
 Santa Ana, CA 92705
 (714) 285-4500

Account #: 030-791640

Account Name: Rancho Santiago Community College District - Santiago Canyon College Veterans Payment

Type: Business Checking Account

Purpose of Account: This account was set up for the Department of Veteran Affairs (VA) to deposit payments to our school for the Post 9/11 GI Bill Program for our VA students. Title 31 section 3332 of the United States Code requires all federal payments be made by electronic funds transfer (EFT) and there are no exceptions at this point. An individual checking account was set up for each of the colleges and this account will be reconciled by the Accounting department as well as Cashiering at SAC.

Authorized Signatures: R. Raul Rodriguez - Chancellor
 John M. Didion - Executive Vice Chancellor
 Peter J. Hardash - Vice Chancellor
 Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 1 live signature

5. Bank Name/Address: **Bank of the West**

103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009149
Account Name: Rancho Santiago Community College District – Don Bookstore

Type: Business Interest Checking Account

Purpose of Account: Bookstore Fund Income/Expenses.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs

Signatures Required: 1 Facsimile and 1 live signature

6. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009222

Account Name: Rancho Santiago Community College District - Associated Students Fund

Type: Business Interest Checking Account

Purpose of Account: Associated Student Government Fund Income/Expenses.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs

Signatures Required: 1 Facsimile and 1 live signature

7. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009255
Account Name: Rancho Santiago Community College District -
Community Education Fund
Type: Business Interest Checking Account
Purpose of Account: Community Education Fund Income/Expenses.
Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs
Signatures Required: 1 Facsimile and 1 live signature

8. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-004009
Account Name: Rancho Santiago Community College District - Diversified
Agency Fund
Type: Business Interest Checking Account
Purpose of Account: Serves as a depository for clubs, organizations, and
affiliates where the district acts as the fiscal agent for the
organizations. The fund includes pass-through activities in
which the district collects fees and makes payments on
behalf of the students and the organizations.
Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs
Signatures Required: 1 Facsimile and 1 live signature

9. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-009180
Account Name: Rancho Santiago Community College District - Diversified Trust Fund
Type: Business Interest Checking Account
Purpose of Account: Serves as a depository for Auxiliary sales and commission revenues; entertainment ticket sales, bus pass sales and funding for athletic teams, college and district programs.
Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs

Signatures Required: 1 Facsimile and 1 live signature

10. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705
(714) 285-4500

Account #: 748-003738
Account Name: Rancho Santiago Community College District - Emergency Loan Fund
Type: Business Interest Checking Account
Purpose of Account: Serves as a depository for temporary loans to students for books. The account was funded by donations to assist students in purchasing textbooks at the beginning of the semester. The students must qualify for financial aid, and loans are repaid as the financial aid checks are processed.
Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs

Signatures Required: 1 live signature

11. Bank Name/Address: **Bank of the West**
103 E Memory Lane
Santa Ana, CA 92705

(714) 285-4500

Account #: 030-928010

Account Name: Rancho Santiago Community College District - District Student Representation Fee Fund

Type: Business Checking Account

Purpose of Account: The \$1 mandatory Student Representation Fee is used by the Associated Student Government (ASG) to represent the view of students with governmental agencies.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Rhonda Langston - Director of Auxiliary Svcs

Signatures Required: 1 live signature

12. Bank Name/Address: **Wells Fargo Bank**
2700 N Main St
Santa Ana, CA 92705
(714) 973-3636

Account #: 034-4063961

Account Name: Rancho Santiago Community College District Federal Programs

Type: Basic Business Checking Public Funds

Purpose of Account: Serves as depository for all electronic fund transfers for all federal programs.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice-Chancellor Fiscal

Signatures Required: 2 live signatures

13. Bank Name/Address: **Wells Fargo Bank**
2700 N Main St
Santa Ana, CA 92705
(714) 973-3636

Account #: 034-4059183
Account Name: Rancho Santiago Community College District
Type: Basic Business Checking Public Funds – Revolving Fund
Purpose of Account: A special \$100,000 fund established to meet the district’s emergency cash needs for payroll and other purposes. Replenishment of fund is usually done once a month.
Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O’Connor - Asst Vice Chancellor Fiscal

Signatures Required: 1 live signature

14. Bank Name/Address: **Wells Fargo Bank**
1300 SW 5th Avenue, Suite 2500
Portland, OR 97201
(800) 289-3557

Account #: 4123-586257
Account Name: Rancho Santiago Community College District
Corvel Enterprise Comp
Type: Business Checking Account
Purpose of Account: Property and Liability Fund \$25,000 imprest account maintained on our behalf by Corvel Enterprise Comp, Inc., and used to pay claims.
Authorized Signatures: Ed Burtnette, Vice President, Liability
Joan Weeks, Liability Claims Manager
Scott McCloud, Chief Financial Officer

Signatures Required: 1 live signature

15. Bank Name/Address: **Bank of America**
Grand & Diamond Bar Branch 2346
1196 South Diamond Bar Blvd.
Diamond Bar, CA 91765
(909) 865-2424

Account #: 23461-10097
Account Name: Rancho Santiago Community College District

Type: Business Checking Account

Purpose of Account: Workers' Compensation Fund \$50,000 imprest account maintained on our behalf by Corvel Enterprise Comp, Inc., and used to pay claims.

Authorized Signatures: Scott McCloud, Chief Financial Officer
Alan Schiller, Branch Manager

Signatures Required: 1 live signature

16. Investment Name: **Local Agency Investment Fund**
State of California
State Treasurer's Office

Investment Address: PO Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

Account #: 75-30-010

Account Name: Rancho Santiago Community College District

Type: Investment Fund

Purpose of Account: Retiree Benefit fund (part) and short term investment pool.

Authorized Signatures: R. Raul Rodriguez - Chancellor
Peter J. Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal

Signatures Required: 2 (typically phone in and must provide password)

District Foundation Accounts

17. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 103478-01

Account Name: Rancho Santiago Community College District Foundation

Type: Savings Account

Purpose of Account: This serves as a depository for all donations received for

fundraising events, programs and grants for the District Foundation. This earns higher interest rate and withdrawals are made only for immediate need of the District Foundation.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Enrique Perez -Asst Vice Chancellor Ed Svc

Signatures Required: 2

18. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 103478-06

Account Name: Rancho Santiago Community College District Foundation

Type: Money Market Account

Purpose of Account: This serves as a depository related to upcoming investments or sale of investments of the District Foundation. This usually yields a higher rate of return and withdrawals are made only for immediate need of the District Foundation.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Enrique Perez -Asst Vice Chancellor Ed Svc

Signatures Required: 2

19. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 103478-75

Account Name: Rancho Santiago Community College District Foundation

Type: Checking Account

Purpose of Account: This serves as a depository for all donations received by the District Foundation for fundraising events, programs and grants. Disbursements of expenditures are made for operating expenses and distribution of proceeds of the fundraising events to affiliated Foundations.

Authorized Signatures: R. Raul Rodriguez - Chancellor
John M. Didion - Executive Vice Chancellor
Peter Hardash - Vice Chancellor
Adam M. O'Connor - Asst Vice Chancellor Fiscal
Enrique Perez -Asst Vice Chancellor Ed Svc

Signatures Required: 2

20. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #110
Newport Beach, CA 92660
(949) 717-5300

Account #: 714-212540-037

Account Name: RSCCD Foundation

Type: Investment Account

Purpose of Account: Long Term investment accounts that hold unrestricted funds and programmatic funds.

Authorized Signatures: Peter Hardash - Vice Chancellor

Signatures Required: Phone call and password

Santa Ana College Foundation Accounts

21. Bank Name/Address: **Citizens Business Bank**
2000 E. 4th Street, Suite 100
Santa Ana, CA 92706
(888) 222-5432, (714) 967-7222

Account #: 30420144

Account Name: Santa Ana College Foundation

Type: Checking Account

Purpose of Account: Serves as a depository account for all donor contributions

and for disbursements for the expenses incurred. Any amount above \$200,000 in any given month gets transferred to interest account # 7006

- Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director
- Signatures Required: 2
22. Bank Name/Address: **Citizens Business Bank**
2000 E. 4th Street, Suite 100
Santa Ana, CA 92706
(888) 222-5432, (714) 967-7222
- Account #: 7006
- Account Name: Santa Ana College Foundation
- Type: Interest Account/Sweep Account
- Purpose of Account: Excess funds of \$200,000 in checking account #30420144 get transferred to this account for interest purposes.
- Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director
- Signatures Required: Phone call and password
23. Bank Name/Address: **Citizens Trust**
P. O. Box 2549
Rancho Cucamonga, CA 91729
(909) 483-4390
- Manager Address: Bob Swan
701 N Haven Ave., Suite 350
Ontario, CA 91764-4925
- Account #: 1035001086
- Account Name: Santa Ana College Foundation/Title V
- Type: Investment Account
- Purpose of Account: Long-term investment account that holds Title V

Endowment Funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Christina Romero - Foundation Director

Signatures Required: (phone call and password)

24. Bank Name/Address: **Citizens Trust**
P. O. Box 2549
Rancho Cucamonga, CA 91729
(909) 483-4390

Manager Address: Bob Swan
701 N Haven Ave., Suite 350
Ontario, CA 91764-4925

Account #: 1035001095

Account Name: Santa Ana College Foundation/Restricted

Type: Investment Account

Purpose of Account: Long-term investment account that holds Planetarium, Athletic Hall of Fame and Comi Roger Funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Christina Romero - Foundation Director

Signatures Required: (phone call and password)

25. Bank Name/Address: **Citizens Trust**
P. O. Box 2549
Rancho Cucamonga, CA 91729
(909) 483-4390

Manager Address: Bob Swan
701 N Haven Ave., Suite 350
Ontario, CA 91764-4925

Account #: 1035002913

Account Name: Santa Ana College Foundation/Scholarship

Type: Investment Account

Purpose of Account: Long Term investment account that holds invested and endowed scholarship funds. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Christina Romero - Foundation Director

Signatures Required: (phone call and password)

26. Bank Name/Address: **Citizens Trust**
P. O. Box 2549
Rancho Cucamonga, CA 91729
(909) 483-4390

Manager Address: Bob Swan
701 N Haven Ave., Suite 350
Ontario, CA 91764-4925

Account #: 1035002922

Account Name: Santa Ana College Foundation/Unrestricted

Type: Investment Account

Purpose of Account: Long Term investment account that holds unrestricted funds inclusive of but not limited to funds raised via President's Circle and Pageant of the Trees. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Christina Romero - Foundation Director

Signatures Required: (phone call and password)

27. Bank Name/Address: **Citizens Trust**
P. O. Box 2549
Rancho Cucamonga, CA 91729
(909) 483-4390

Manager Address: Bob Swan
701 N Haven Ave., Suite 350
Ontario, CA 91764-4925

Account #: 1035005331

Account Name: Santa Ana College Foundation/Centennial Scholarship

Type: Investment Account

Purpose of Account: Long Term investment account that holds all endowed scholarship funds established along with the Centennial Scholarship Campaign. Investment firm follows Foundation Investment Policy.

Authorized Signatures: Christina Romero - Foundation Director

Signatures Required: (phone call and password)

28. Bank Name/Address: **Citizens Trust**
P. O. Box 2549
Rancho Cucamonga, CA 91729
(909) 483-4390

Manager Address: Bob Swan
701 N Haven Ave., Suite 350
Ontario, CA 91764-4925

Account #: 1035005340

Account Name: Santa Ana College Foundation/Unrestricted from Rancho
Santiago Community College District Endowment

Type: Investment Account

Purpose of Account: Long Term investment account that holds unrestricted
funds received from the maturing of the RSCCD
endowment. These funds are to be used for capacity
building/growth. Investment firm follows Foundation
Investment Policy.

Authorized Signatures: Christina Romero - Foundation Director

Signatures Required: (phone call and password)

29. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-01

Account Name: Santa Ana College Foundation

Type: Savings/Regular Share Account

Purpose of Account: Bank deposited \$5.00 into this account when the checking
account was opened. It is a bank requirement to have this
account open at all times.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs

Christina Romero - Foundation Director

Signatures Required: Phone call and password

30. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-06

Account Name: Santa Ana College Foundation

Type: Liquid Advantage Money Market

Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Christina Romero - Foundation Director

Signatures Required: Phone call and password

31. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P. O. Box 11547
Santa Ana, CA 92711-1547
(714) 258-4000

Account #: 66102-75

Account Name: Santa Ana College Foundation

Type: Investment Checking

Purpose of Account: Serves as a secondary depository account for donor contributions and disbursements. The primary checking account is held with Citizens Business Bank.

Authorized Signatures: Erlinda Martinez - President
Sara Lundquist - Vice President Student Svcs
Christina Romero - Foundation Director

Signatures Required: 2

32. Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704

(714) 754-7675

Account #: 11538-01
Account Name: Santa Ana College Foundation
Type: Regular Savings Share
Purpose of Account: Bank deposited \$1.00 to this account when the cd account was opened. It is a bank requirement to have this account open at all times.
Authorized Signatures: Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director
Signatures Required: Phone call and password

33. Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-41
Account Name: Santa Ana College Foundation
Type: 24 Month CD (maturity date: 9/9/2015)
Purpose of Account: To hold General Operating Unrestricted Funds for short-term investment.
Authorized Signatures: Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director
Signatures Required: Phone call and password

34. Bank Name/Address: **Comunidad Latina Federal Credit Union**
1317 W. Warner
Santa Ana, CA 92704
(714) 754-7675

Account #: 11538-42
Account Name: Santa Ana College Foundation
Type: 12 Month CD (maturity date: 11/29/2013)
Purpose of Account: To hold General Operating Unrestricted Funds for short-

term investment.

Authorized Signatures: Michael T. Collins - Vice President Admin Svcs
Christina Romero - Foundation Director

Signatures Required: Phone call and password

Santiago Canyon College Foundation

35. Bank Name/Address: **SchoolsFirst Federal Credit Union**
P.O Box 11547.
Santa Ana, CA 92711-1547
(714) 258-4000
- Account #: 285452
- Account Name: Santiago Canyon College Foundation
- Type: Checking and Savings
- Purpose of Account: Serves as a depository account for donor contributions to temporary restricted programs (Scholarships) and unrestricted programs; Also disbursements for Scholarship payments to students and other Foundation operational expenditures are handled through this account. (Funds from any account in SFFCU get transferred to this account before a check is issued).
- Authorized Signatures Juan Vazquez - President
Aracely Mora - Vice President Aca Affairs
John Hernandez - Vice President Student Svcs
Steve Kawa - Vice President Admin Svcs
- Signatures Required: Phone call and password
36. Bank Name/Address: **Grandpoint Bank (Orange Community Bank)**
1045 West Katella Ave., #100
Orange, CA 92867
(714) 532-0700
- Account #: 201-20001266
- Account Name: Santiago Canyon College Foundation
- Type: Merchant Account
- Purpose of Account: To accept credit card payments for fundraising events, make scholarship payments and payments for restricted

accounts.

- Authorized Signatures: Juan Vazquez - President
Aracely Mora - Vice President Aca Affairs
John Hernandez - Vice President Student Svcs
Steve Kawa - Vice President Admin Svcs
- Signatures Required: Phone call and password
37. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484
- Account #: 714-010480-034
- Account Name: Santiago Canyon College Foundation Short Term Pool
- Type: Short Term Pool
- Purpose of Account: Liquid funds for short term needs
- Authorized Signatures: John Hernandez - Vice President Student Svcs
- Signatures Required: Phone call and password
38. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484
- Account #: 714-212490-034
- Account Name: Santiago Canyon College Foundation – Select Unified
Managed Account
- Type: Investment Account
- Purpose of Account: Long Term Investment account that holds unrestricted
funds and programmatic program funds
- Authorized Signatures: John Hernandez - Vice President Student Svcs
- Signatures Required: Phone call and password
39. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**

660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-010481-034

Account Name: Santiago Canyon College Foundation Consulting Group
Advisor

Type: Investment Account

Purpose of Account: Long Term Investment account that holds unrestricted
funds and programmatic program funds

Authorized Signatures: John Hernandez - Vice President Student Svcs

Signatures Required: Phone call and password

40. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-212530-034

Account Name: Santiago Canyon College Foundation

Type: Investment Account

Purpose of Account: Long Term Investment account that holds unrestricted
funds and programmatic program funds

Authorized Signatures: John Hernandez - Vice President Student Svcs

Signatures Required: Phone call and password

41. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-212487-034

Account Name: Santiago Canyon College Scholarship 2000

Type: Investment Account

Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds

Authorized Signatures: John Hernandez - Vice President Student Svcs

Signatures Required: Phone call and password

42. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-219041-034

Account Name: Santiago Canyon College Sherrie Underwood Memorial

Type: Investment Account

Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds

Authorized Signatures: John Hernandez - Vice President Student Svcs

Signatures Required: Phone call and password

43. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-010371-034

Account Name: Santiago Canyon College Pirtle Memorial

Type: Investment Account

Purpose of Account: Long Term Investment account that holds Invested Restricted Scholarship funds

Authorized Signatures: John Hernandez - Vice President Student Svcs

Signatures Required: Phone call and password

44. Bank Name/Address: **Morgan Stanley Smith Barney (Citigroup)**
660 Newport Center Dr.
Suite #1100
Newport Beach, CA 92660
(949) 717-5484

Account #: 714-010370-034

Account Name: Santiago Canyon College Grace Alberts Memorial

Type: Investment Account

Purpose of Account: Long Term Investment account that holds Invested
Restricted Scholarship funds

Authorized Signatures: John Hernandez - Vice President Student Svcs

Signatures Required: Phone call and password

ADOPTED, SIGNED AND APPROVED this 3rd day of February, 2014.

President of the Board of Trustees of
Rancho Santiago Community College District - Jose Solorio

I, Raúl Rodríguez, Clerk of the Board of Trustees of Rancho Santiago Community College District, do hereby certify that the foregoing Resolution was adopted by the Board of said District at a meeting of said Board held on the 3rd day of February, 2014, and that it was so adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Clerk of the Board of Trustees of Rancho Santiago - Claudia C. Alvarez
Community College District

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

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of Agreement with Newcomb, Anderson, and McCormick, Inc. for Consulting Services for the Development of a District Sustainability Plan	
Action:	Request for Approval	

BACKGROUND:

The Rancho Santiago Community College District is interested in developing a District Sustainability Plan that follows the California Community College's Sustainability Plan Guidelines in furthering Board Policy 3406, including meeting the objectives of the Sustainable Resources Committee of the District which seeks to work with campus committees, raise awareness, and make recommendations concerning the conservation of energy and other resources.

ANALYSIS:

In continuing to be a responsible partner and steward for managing its resources, the District desires to create and establish a Sustainability Plan to further its vision, goals and objectives.

Utilizing the State Community College District Sustainability Template as a guideline, the consultant will assist the District in developing a Sustainability Plan and develop an Implementation Planning Checklist, including, a Sustainability Action Plan Document to assist in future planning associated with sustainability efforts. The services covered by this agreement shall commence February 04, 2014 and ends June 30, 2015. The contract is a not to exceed fee of \$80,740 (includes reimbursables).

This project is funded by Capital Facilities.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the contract with Newcomb, Anderson, and McCormick, Inc. for Consulting Services for the Development of a District Sustainability Plan as presented.

Fiscal Impact:	\$80,740 (includes reimbursables)	Board Date: February 3, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	4.6 (1)

Board Agreement Summary

Board Date: 2/3/14

Project: Development of a District Sustainability Plan

Site: District

Consultant: Newcomb, Anderson, and McCormick Energy Engineering and Consulting

Type of Service: Consulting

Agreement Summary	No.	Amount	Reimbursables	Start	Duration End
Contract Amount		\$ 75,240.00	\$ 5,500.00	2/4/2014	6/30/2015
Total Agreement Amount		<u>\$ 80,740.00</u>			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Energy Engineering and Consulting for Consulting Services for the Development of a District Sustainability Plan

Total Proposed Amount: \$ **80,740.00**

Contract End Date: **6/30/2015**

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

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of Agreement with R2A Architecture for Architectural Services for Orange Education Center	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for architectural services related to the programming of the Santiago Canyon College Orange Education Center (OEC) located on North Batavia Street in the City of Orange. Given the Board's previous approval on September 23, 2013 to fund the work necessary to retain Division of the State Architect certification for any building repairs, upgrades or other renovation work that may be needed, it is now necessary to start the planning and programming phase of work in order to properly develop the scope for the project.

ANALYSIS:

The District is in need of architectural programming and planning services for the Orange Education Center. This contract covers the initial programming for use of the building, including meeting with user groups and developing preliminary project recommendations for future implementation.

A Request for Qualifications was released and four firms responded. The District has requested the architectural programming and planning services of R2A Architecture. The services covered by this agreement shall commence February 4, 2014 and ends June 30, 2015. The contract is a not to exceed fee of \$89,603 (including reimbursables).

This project is funded by Measure E, Budget Stabilization, and Redevelopment Funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the contract with R2A Architecture for Architectural Programming Services for the Orange Education Center as presented.

Fiscal Impact:	\$89,603	Board Date: February 3, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning, District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	4.7 (1)

Board Agreement Summary

Board Date: 2/3/14

Project: Architecture Programming and Design Services

Site: Orange Education Center

Consultant: R2A Architecture

Type of Service: Architectural Consulting Services

Agreement Summary	No.	Amount	Reimbursables	Start	Duration End
Contract Amount		\$ 88,103.00	\$ 1,500.00	2/4/2014	6/30/2015
Total Agreement Amount		\$ 89,603.00			
		<i>(Not to exceed)</i>			

DESCRIPTION:

Agreement with R2A Architecture Programming and Design Services for Orange Education Center

Total Proposed Amount: \$ **89,603.00**

Contract End Date: **6/30/2015**

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

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of Agreement with LSA Associates, Inc. for CEQA and Parking Consulting Services for Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

This is a new agreement for California Environmental Quality Act (CEQA) and parking consulting services for Santa Ana College in support of the update to the Facility Master Plan.

ANALYSIS:

In 2005, a Facility Master Plan was adopted for Santa Ana College. Since then, there were additional updates to the plan in 2006 and 2011. The campus is currently updating its Facility Master Plan to update the sequencing of projects associated with the Measure Q Bond. The District has requested the CEQA and parking consulting services of LSA Associates, Inc in order to comply with the State's Environmental Quality Act laws and regulations. LSA Associates, Inc. was the original CEQA consultant and also completed the prior updates. The services covered by this agreement shall commence February 4, 2014 and ends June 30, 2015. The contract is a not to exceed fee of \$66,880 (includes reimbursables)

This project is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the contract with LSA Associates, Inc. for CEQA and Parking Consulting Services for Santa Ana College as presented.

Fiscal Impact:	\$66,880 (includes reimbursables)	Board Date: February 3, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

Board Agreement Summary

Board Date: 2/3/14

Project: CEQA and Parking Consulting Services

Site: Santa Ana

Consultant: LSA Associates, Inc.

Type of Service: Professional Consulting Services

Agreement Summary	No.	Amount	Reimbursables	Duration	
				Start	End
Contract Amount		\$ 35,900.00	\$ 30,980.00	2/4/2014	6/30/2015
Total Agreement Amount		\$ 66,880.00			
		<i>(Not to exceed)</i>			

DESCRIPTION:

CEQA and Parking Consulting Services for Santa Ana College

Total Proposed Amount: \$ 66,880.00

Contract End Date: 6/30/2015

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

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of Change Order #1, Bid #1189 – Contract with Optima RPM, Inc. for the Building “G” Renovations at Santa Ana College	
Action:	Request for Approval	

BACKGROUND

The District issued a contract to Optima RPM, Inc. to complete the Building “G” Renovations at Santa Ana College.

ANALYSIS

Change Order #1 decreases the contract by \$19,658. Contractor provided a credit to the district for the unused allowance. The revised contract amount is \$399,342. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are -4.7% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project is funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #1, Bid #1189 – Contract with Optima RPM, Inc. for the Building “G” Renovations at Santa Ana College as presented.

Fiscal Impact:	- \$19,658	Board Date: February 3, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	



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

Board Date: 2/13/2014
 Project No. Bid No. 1189; DSA No.04-111916
 Site: Santa Ana College
 Change Order (CO) No. : 1

Project Name: Building G Miscellaneous Upgrades
 Contractor: Optima RPM, Inc.
 Contract #: PO#13-P0026930

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
5/6/2013	110 days	9/14/2013	45	0	10/28/2013

Change Order Summary				Allowance Budget
Description	Number	Amount	% of Contract	Amount
Original Contract Amount		\$419,000.00		\$50,000.00
This Change Order	1	-\$19,658.00	-4.7%	
Total Change Order (s)		-\$19,658.00	-4.7%	
Revised Contract Amount		\$399,342.00		

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Final reconciliation of unused allowance.	District	5		\$ 19,658.00		\$ 19,658.00
Subtotal					\$ 19,658.00	\$ -	\$ 19,658.00
Grand Total							\$ 19,658.00

Reason Codes:

- 1- CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

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

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of Notice of Completion: Bid #1189 – Contract with Optima RPM, Inc. for the Building “G” Renovations at Santa Ana College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Optima RPM, Inc. to complete the Building “G” Renovations 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 November 29, 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 \$399,342.

This project is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion for the Bid #1189 – Building “G” Renovations at Santa Ana College as presented.

Fiscal Impact:	N/A	Board Date: February 3, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Carri Matsumoto
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 §9204 of the Civil Code of the State of California, that the Rancho Santiago Community College District of Orange County, California, as owner of the property known as Santa Ana College, located at 1530 W. 17th Street, Santa Ana, California, caused improvements to be made to the property to wit: Bid No. 1189 – Building “G” Renovations, the contract for the doing of which was heretofore entered into on the 15th day of April, 2013, which contract was made with Optima RPM, Inc. P.O.13-P0026930, as contractor; that said improvements were completed on the 29th day of November, 2013, and accepted by formal action of the governing Board of said District on the 3rd day of February, 2014; that title to said property is vested in the Rancho Santiago Community College District of Orange County, California; that the surety for the above named contractor is American Safety Casualty 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: February 3, 2014
Re:	Adoption of Resolution No. 14-02 – Change Order #7, Bid #1180 – Contract with WoodCliff Corporation for Construction Services for Perimeter Site Improvements for Santa Ana College	
Action:	Request for Adoption	

BACKGROUND:

On November 13, 2012, the Board of Trustees awarded a contract to WoodCliff Corporation for Bid #1180 for perimeter site improvements at Santa Ana College.

ANALYSIS:

In order to comply with Division of State Architect requirements, changes to the existing parking lot sidewalk, curb, asphalt, repairs to alarm conduits and repairs to utilities such as, storm drain and domestic water lines were needed.

Resolution No. 14-02 and Change Order #7 as outlined, increases the contract by \$91,609. Due to a number of existing field conditions the revised contract amount is \$5,681,424.11. Staff was able to negotiate a savings of \$30,036. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 10.6% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order. Legal counsel, Hugh Lee, has reviewed and approved the resolution.

This project is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 14-02, Change Order #7, Bid #1180 WoodCliff Corporation for Construction Services for Perimeter Site Improvements for Santa Ana College as presented.

Fiscal Impact:	\$91,609	Board Date: February 3, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

**RESOLUTION FOR APPROVAL OF AWARD OF CONTRACT TO WOODCLIFF
CORPORATION FOR CONSTRUCTION SERVICES FOR PERIMETER SITE
IMPROVEMENTS FOR SANTA ANA COLLEGE**

RESOLUTION NO. 14-02

WHEREAS, the Governing Board of the Rancho Santiago Community College District (“District”) previously awarded a contract for construction work for the Perimeter Site Improvements at Santa Ana College, (“Project”) to WoodCliff Corporation (“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”) in order to comply with Division of State Architect requirements changes to the existing parking lot sidewalk, curb, asphalt, repairs to alarm conduits and repairs to utilities such as, storm drain and domestic water lines were needed; as more fully set forth in Exhibit “A”;

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

WHEREAS, the total cost for the Change Order is \$91,609 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 3rd of February, 2014, by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAINED: _____

I, Jose Solorio, 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, Claudia C. Alvarez, 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 3rd of February, 2014, 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 3rd day of February 2014.

Clerk of the Board of Trustees
Rancho Santiago Community College District

EXHIBIT "A"

***CHANGE ORDER FOR ADDITIONAL WORK RELATED TO
THE PERIMETER SITE IMPROVEMENTS FOR SANTA ANA COLLEGE***



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

Board Date: 2/3/2014
 Project No. 1180
 Site: SAC
 Change Order (CO) No. : 7

Project Name: Santa Ana College - Perimeter Site Improvements
 Contractor: Woodcliff Corporation
 Contract #: 13-BP000260

Contract Schedule Summary					
Notice to Proceed Date	Original Contract Duration (Days)	Original Contract Completion Date	Previous Extension Days Approved	Proposed CO Days Requested	New Revised Completion Date
12/10/2012	375	12/31/2013	3	0	1/3/2014

Change Order Summary				Allowance Budget	
Description	Number	Amount	% of Contract	Amount	
Original Contract Amount		\$5,137,000.00		\$175,000.00	
Previous Change Orders	1	\$20,385.00	0.4%	Used	\$139,246.49
Previous Change Orders	2	\$7,755.00	0.2%	Balance	\$35,753.51
Previous Change Orders	3	\$103,796.00	2.0%		
Previous Change Orders	4	\$280,549.00	5.5%		
Previous Change Orders	5	\$37,744.00	0.7%		
Previous Change Orders	6	\$2,586.00	0.1%		
This Change Order	7	\$91,609.00	1.8%		
Total Change Order (s)		\$544,424.11	10.6%		
Revised Contract Amount		\$5,681,424.11			

Items in Change Order							
Item No.	Description	Requester	Reason	Ext. Day	Credit	Add	Net
1	Remove existing catch basin and 12" storm drain. Reduce 12" drain to 6" reroute around the new CMU footing and add an atrium drain per Bulletin 36. The storm drain had to be relocated as it was in conflict with the new block wall footing. (Original Quote \$10,564)	Architect	2			\$ 6,917.00	\$ 6,917.00
2	Extend sidewalk, curb and ADA ramp on the south side of building X. The planting plan was not obtainable due to two existing vaults in the area. (Original Quote \$13,684.00)	Architect	2			\$ 4,841.00	\$ 4,841.00
3	Repair existing fire alarm conduit adjacent to curb to be removed in parking lot 6. The existing conduit was poured into the existing curb and was unable to be protected.	Owner	2			\$ 4,924.00	\$ 4,924.00
4	RFI#121 Repair existing utilities uncovered while digging the 17th Street Entrance. The placement of the existing conduit is too shallow for the new driveway foundation (Original Quote \$1,179)	Architect	2			\$ 867.00	\$ 867.00
5	RFI#143 Provide power to the backlit letters at the 17th Street Entrance. The plans did not provide for power to the new signs.	Electrical Engineer	4			\$ 1,990.00	\$ 1,990.00



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

Board Date: 2/3/2014
 Project No. 1180
 Site: SAC
 Change Order (CO) No. : 7

Project Name: Santa Ana College - Perimeter Site Improvements
 Contractor: Woodcliff Corporation
 Contract #: 13-BP000260

6	RFI#122 Remove and relocate existing domestic water service to Building X. The existing domestic water line was in conflict with the new block wall footing. (Original Quote \$7,386.00)	Architect	2			\$ 4,869.00	\$ 4,869.00
7	Remove and replace asphalt and existing curb in Parking Lot 1 per Bulletin 45.2 to allow for the removal of the existing wall footing. (Original Quote \$25,739.00)	Architect	2			\$ 20,625.00	\$ 20,625.00
8	RFI#120 Remove unforeseen cement treated base at the 17th Street Entrance to allow for proper subgrade preparation. (Original Quote \$10,832.00)	Architect	2			\$ 4,076.00	\$ 4,076.00
9	Install new 6" water line and valve from the property line south to building H per Bulletin 47.1 because existing line was leaking and the valve was malfunctioning. (Original Quote \$41,874.00)	Owner	2			\$ 39,000.00	\$ 39,000.00
10	RFI195 Bridge the wet soil with rock in the area of the v-gutter on the west end on parking lot 1 to the satisfaction of the soils engineer.	Soil Engineer	2			\$ 3,500.00	\$ 3,500.00
							\$ -
Subtotal						\$ -	\$ 91,609.00
Grand Total							\$ 91,609.00

REASON CODES:

- 1- CODE REQUIREMENT
- 2 - FIELD CONDITION
- 3 - INSPECTION REQUIREMENT
- 4 - DESIGN REQUIREMENT
- 5 - OWNER REQUIREMENT

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

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of Change Order #20, Bid #1139 - Contract with Dynalectric Inc. for Electrical Work for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND

On March 22, 2010, the Board of Trustees awarded a contract to Dynalectric Inc. for Bid #1139, electricity for the Humanities Building at Santiago Canyon College.

ANALYSIS

Change Order #20 decreases the contract by \$2,875.54. Contractor provided a credit to the district for the unused allowance. The revised contract amount is \$3,982,098.99. The costs indicated in the change order are considered fair, reasonable and within industry standards by the architect, construction manager and staff. Total combined change orders for the project are 10.07% of construction cost. Pursuant to Administrative Regulation 3504, staff has approved this change order.

This project is funded by Measure E.

RECOMMENDATION

It is recommended that the Board of Trustees approve Change Order #20, Bid #1139 for Dynalectric Inc. for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	- \$2,875.54	Board Date: February 3, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

CHANGE ORDER	Rancho Santiago Community College District 2323 N. Broadway, Santa Ana, CA 92706-1640		
	Project: Santiago Canyon College Humanities Building	Bid No. 1139	P.O. # 10-BP000225
Contractor: Dynalectric	D.S.A. No. 04-110212		Change Order No. 20
Architect: LPA Inc	Date: December 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		\$3,617,900.00
Previous Change Orders	\$367,074.53	
This Change Order	-\$2,875.54	
Total Change Orders		\$364,198.99
Revised Contract Amount		\$3,982,098.99
Previous Time Extensions	0 calendar days	
Time Extension - This Change Order	0 calendar days	
Total Time Extensions		0 calendar days
Original Completion Date		September 24, 2011
Revised Contract Completion Date		June 6, 2013
RSCCD Board Approval Date		February 3, 2014

Architect Authorized Signature Date

Contractor Name Authorized Signature Date

Construction Manager - Seville CS Authorized Signature Date

District Inspector Authorized Signature Date

Director - District Construction and Support Services Date

Carri Matsumoto

Assistant Vice Chancellor - Facility Planning Authorized Signature Date

Peter J. Hardash

Vice Chancellor, Business Operations/Fiscal Services Date

CHANGE ORDER

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

Project: Santiago Canyon College Humanities Building		Bid No. 1139	P.O. # 10-BP000225
Contractor: Dynalectric		D.S.A. No. 04-110212	
Architect: LPA Inc		Change Order No. 20	
		Date: December 17, 2013	
ITEM NO.	EXPLANATION:	CREDIT	EXTRA
1.0	<p><u>DESCRIPTION:</u> Provide credit for Request to Exit devices at 32 locations.</p> <p><u>REASON:</u> This Request to Exit Devices were for doors equipped with card readers that don't require them and they are prone to overuse. This overuse will have a negative impact on the lock sets which would cause a continual maintenance issue for the District.</p> <p><u>REQUESTOR:</u> Construction Manager</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>	\$ 2,596.54	
2.0	<p><u>DESCRIPTION:</u> Provide credit to the District or unused allowance.</p> <p><u>REASON:</u> The District is entitled to credit for unused allowance.</p> <p><u>REQUESTOR:</u> Construction Manager</p> <p><u>TIME EXTENSION:</u> 0 calendar days</p>	\$ 279.00	
Sub-Total		\$2,875.54	\$0.00
Total			-\$2,875.54

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

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of Awarding Bid #1220 – Sports Field Netting Project at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

In compliance with Public Contract Code, Bid #1220 – Sports Field Netting Project at Santiago Canyon College was appropriately advertised and plans/specifications made available to prospective bidders.

ANALYSIS:

Bids were opened on December 17, 2013 for the work proposed at Santiago Canyon College as noted on the attached Bid Results Form. The lowest responsive and responsible bidder was West Coast Netting, Inc. with a base bid in the amount of \$112,500.

District staff has conducted a “due diligence” review of the lowest responsive and responsible bidder, West Coast Netting, Inc. to ensure compliance with license and bid bond requirements.

This project is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees award Bid #1220 to West Coast Netting, Inc. for the Sports Field Netting Project at Santiago Canyon College as presented.

Fiscal Impact:	\$112,500	Board Date: February 3, 2014
Prepared by:	Alex Oviedo, Construction Supervisor, District Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D, Chancellor	



RANCHO SANTIAGO
Community College District
2323 North Broadway
Santa Ana, CA 92706-1640

FACILITY PLANNING

BID RESULTS

BID #1220	PROJECT: Field Netting Project / Santiago Canyon College		DUE DATE: DECEMBER 17, 2013
BIDDER	BASE BID AMOUNT	BIDDER	BASE BID AMOUNT
West Coast Netting, Inc. 5075 Flightline Dr, Kingman, AZ 86401	\$ 112,500.00		
JRH Construction, Inc. 1185 Warner Ave, Tustin, CA 92780	\$ 163,853.00		
Marjani Builders 26091 Ravenna Road Mission Viejo, CA 92692	\$ 176,000.00		
IBN Construction, Inc. 2050 W. Chapman Ave, Suite 246 Orange CA 92868	\$ 180,000.00		
Worldwide Construction 1621 W. 25th Street #266 San Pedro, CA 90732	\$ 199,748.00		
Malibu Pacific Tennis Courts, Inc. 31133 Via Colinas Suite 107 Westlake Village, CA 91362	\$ 228,000.00		
Pacific Contractors Group, Inc. 19025 Parthenia St., Unit #122 Northridge, CA 91324	\$ 248,000.00		

4.13 (2)

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

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of Notice of Completion: Bid #1134 - Contract with Tropical Plaza Nursery Inc. for Landscaping for the Humanities Building at Santiago Canyon College	
Action:	Request for Approval	

BACKGROUND:

The District issued a contract to Tropical Plaza Nursery Inc. to complete the landscaping for the Humanities Building at Santiago Canyon College. As required by Public Contract Code, districts must file a Notice of Completion when a project is completed and all requirements of the contractual agreements are addressed.

ANALYSIS:

The project was substantially completed on May 6, 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 \$487,007.

This project is funded by Measure E.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion with Tropical Plaza Nursery Inc. for Landscaping for the Humanities Building at Santiago Canyon College as presented.

Fiscal Impact:	N/A	Board Date: February 3, 2014
Prepared by:	Carri Matsumoto, Assistant Vice Chancellor, Facility Planning & District Construction and Support Services	
Submitted by:	Peter J. Hardash, Vice Chancellor, Business Operations/Fiscal Services	
Recommended by:	Raúl Rodríguez, Ph.D., Chancellor	

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

GOVERNMENT CODE 6103

AND WHEN RECORDED MAIL TO:

Carri Matsumoto
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 §9204 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. 1134 – Landscaping for the Humanities Building, the contract for the doing of which was heretofore entered into on the 20th day of June, 2011, which contract was made with Tropical Plaza Nursery Inc. PO# 12-0019622 as contractor; that said improvements were completed on the 7th day of July, 2013, and accepted by formal action of the governing Board of said District on the 3rd day of February, 2014; 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 Arch 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
Board Meeting: February 3, 2014

INDEPENDENT CONTRACTORS

Jennifer Walsvick, LCSW

Attachment A – Independent Contractor Agreement

Attachment B – Scope of Work/Cost Proposal

Attachment C - Biography

Service: Consulting services to provide supervision and field instruction to Master of Social Work Interns assigned to RSCCD Early Head Start (EHS) program

Date(s) of Service: February 4, 2014 through December 31, 2014

Fee: Estimated at \$21,000.00 at \$50.00/hr

Requested by: Janneth Linnell

Funded by: Child Development Services
33-1274-692000-53329-5100

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into this 4th of **February, 2014** by and between **Jennifer Walsvick, LCSW** herein after referred to as INDEPENDENT CONTRACTOR and the RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, hereafter referred to as DISTRICT.

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

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

CONSULTING SERVICES TO PROVIDE SUPERVISION AND FIELD INSTRUCTION TO MASTER OF SOCIAL WORK INTERNS ASSIGNED TO RSCCD EARLY HEAD START (EHS) PROGRAM PER SCOPE OF WORK DATED 1/14/14

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

WHEREAS the DISTRICT under the terms of this agreement hereby agrees to pay the INDEPENDENT CONTRACTOR for services at **Twenty One Thousand Dollars & No Cents (\$21,000.00)**.

The contracted services are to commence on or about **February 4, 2014** and to be completed on or about, but not later than **December 31, 2014**.

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

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

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

WHEREAS the INDEPENDENT CONTRACTOR shall indemnify and hold harmless the DISTRICT, its officers, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever, which may be incurred by reason of:

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

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

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

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

INDEPENDENT CONTRACTOR

RANCHO SANTIAGO
COMMUNITY COLLEGE DISTRICT

Signature

By _____

Printed Name

Peter J. Hardash
Printed Name

Title

Vice Chancellor of Business Operations/
Fiscal Services
Title

Address City/State

Date

Date



Mental Health Services for RSCCD Early Head Start

SERVICES: *These consultant services may include, but not be limited to:*

Assist in meeting the Early Head Start Performance Standards by providing mental health education, mental health consults with families, and EHS activity programming for Santa Ana College Early Childhood Education Center (SAC) and home visits as needed and/or requested by referrals.

As referrals are provided by SAC and EHS partners such as RSCCD, SAC, MOMS Orange County, and Help Me Grow, provide mental health education for moms and their children and input data into Child Plus and medical records for families.

Coordinate with EHS to provide parent/family mental health education workshops/meetings on topics such as: providing nutritious snacks, meals, beverages for infants and toddlers, how to cook nutritious meals for infants and toddlers, accessing nutritious foods on a budget, health and more.

Assist in the coordination of mental health services between the community partners, center-based, and home-based components of the program as needed.

Assist all partners to problem solve difficulties that may arise related to mental health services and delivery.

Review and monitor documentation and record-keeping practices to assure compliance with Head Start Performance Standards. Propose any additions or revisions needed.

Assist in finding mental health services resources for program and individual children enrolled in Early Head Start as needed.

Serve as a resource to staff for enrolled children with special needs (as applicable to mental health needs).

Coordinate the provision of required mental health screenings and other activities within the required Early Head Start time constraints.

Participate on a regular basis at 1) case management consultation meetings; 2) Service Area Plan meetings; 3) Home-Based socializations; and 4) any other meetings designed to assist in meeting the Head Start Performance Standards.

Input and monitor documentation and timelines for all enrolled children using the Child Plus data system.

Communicate with staff via meetings/emails/phone calls and report preparation pertaining to EHS services and activities as directed by RSCCD Director.

Providing weekly meetings with the student interns

Providing supervised support and guidance on the child development site regarding child/family referrals and services

Ensuring that communication with Professors is handled in a timely and efficient manner and

Ensuring that the provision of quality Family Services are maintained through intern training, evaluation, and guidance in conjunction with the CDS executive director

Attachment "B"

Jennifer Walsvick, LCSW
12811 Dunas Rd.
Santa Ana, CA 92705
714-926-8270

COST PROPOSAL FOR SERVICES

January 14, 2014

This is a proposal for services to include but not be limited to provide mental health consulting, service coordination, record keeping/documentation to assure compliance with program standards. Consultant will also provide supervision and field instruction to Master of Social Work Student Interns assigned to RSCCD Early Head Start. (Please see attached Scope of Work for details.)

This work will begin on **February 3, 2014** and continue through **December 31, 2014** at the rate of \$50 an hour, not to exceed **420 hours** (total of **\$21,000**).

A handwritten signature in black ink, consisting of a large, stylized letter 'J' followed by a horizontal line extending to the right.

Attachment "C"

Jennifer Walsvick, LCSW

714-926-8270

jensmsw@yahoo.com

Biography

Jennifer has over 15 years' experience working with children and families here in Orange County. After completing a Bachelors of Psychology from the University of California Irvine, she went on to earn a Master's Degree in Social Work from the University of Southern California. Jennifer spent nearly ten years working in a large government child welfare agency where she provided case management, emergency response investigations, forensic interviewing of victims of crime and served as a Court Officer to Dependency Court. In 2004, Jennifer obtained her License in Clinical Social Work from the state of California. Most recently, she has worked as a Mental Health Consultant for the Rancho Santiago Community College District Early Head Start Program where she offers numerous services to bridge the gap between the barriers and needs of the families served.

Over the last 10 years, Jennifer has also provided clinical supervision for Masters in Social Work students in their internship. She has worked with the University of Southern California, California State University of Fullerton and California State University of Long Beach as a clinical field instructor and has received awards for her long partnership.

Jennifer's philosophy is that each individual has intrinsic value and importance. Her solution-focused and evidence based therapeutic interventions have helped numerous clients and students in their journey to a more fulfilling and productive life.

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
Educational Services

To: Board of Trustees	Date: February 3, 2014
Re: Approval of Resource Development Items	
Action: Request for Approval	

ANALYSIS

Items for the following categorical programs have been developed:

<u>Project Title</u>	<u>Award Date</u>	<u>Amount</u>
1. CalWORKs/Work Study/TANF (SAC/SCC) Annual allocations from the California Community Colleges Chancellor's Office to provide direct support services for welfare clients who are enrolled in educational programs as they prepare to transition out of the welfare setting and into gainful employment. (13/14)	10/8/2013	\$513,392
	<u>SAC</u>	<u>SCC</u>
CalWORKs Program	\$ 226,529	\$ 144,005
CalWORKs Work Study	\$ 25,850	\$ 12,000
TANF (Federal)	\$ 70,133	\$ 34,875
Total	\$ 322,512	\$ 190,880
 <i>The match required is 1-to-1 of the total for CalWORKs Program and Work Study allocations.</i>		
<i>-SAC match required is \$252,379 that consists of \$35,544 of district-funded staff costs and \$216,835 of need-based financial aid (Pell grants, BOG fee waiver, and Cal grants).</i>		
<i>-SCC match required is \$156,005 that consists of \$5,497 of district-funded staff costs and \$150,889 of need-based financial aid (Pell grants, SEOG, BOG fee waiver, and Cal grants).</i>		
2. First 5 California Child Signature Program (CSP) (District) Rancho Santiago Community College District's Child Development Services received a First 5 California Child Signature Program III grant from the Children and Families Commission of Orange County for the purpose of increasing quality in early learning programs for young children. This funding will support the costs of training and substitute services to support professional development for Early Head Start teachers and staff. (13/14, 14/15). <i>The match required over this two-year grant is \$350,000 (\$175,000/year). The match consists of salary and benefits of federally-funded staff in the Early Head Start Program (#1274).</i>	08/08/2013	\$55,000

Fiscal Impact: \$568,392	Board Date: February 3, 2014
Item Prepared by: Maria Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RECOMMENDATION

It is recommended that the board approve these items and that the Vice Chancellor of Business Operations/Fiscal Services or his designee be authorized to enter into related contractual agreements on behalf of the district.

Fiscal Impact: \$568,392	Board Date: February 3, 2014
Item Prepared by: Maria Gil, Resource Development Coordinator	
Item Submitted by: Enrique Perez, Assistant Vice Chancellor, Educational Services	
Item Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTA ANA COLLEGE
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014

CalWORKs Income: 131,306
 Work Study: 25,850
 (From Work Study to Program) 19,239
 (From Child Care to Program) 75,984
Total Amount 252,379

PROJ. ADM. Sara Lundquist

PROJ. DIR. Christine Leon

Date: 1/23/14

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2061-601000-18100-1210	Academic Management : Conti	30,417		-			30,417
11-2061-601000-18100-3115	STRS - Non-Instructional :	2,509		-			2,509
11-2061-601000-18100-3215	PERS - Non-Instructional :	1,715		-			1,715
11-2061-601000-18100-3315	OASDHI - Non-Instructional	1,002		-			1,002
11-2061-601000-18100-3325	Medicare - Non-Instructiona	681		-			681
11-2061-601000-18100-3415	H & W - Non-Instructional :	4,088		-			4,088
11-2061-601000-18100-3435	H & W - Retiree Fund Non-In	470		-			470
11-2061-601000-18100-3515	SUI - Non-Instructional : C	756		-			756
11-2061-601000-18100-3615	WCI - Non-Instructional : C	1,128		-			1,128
11-2061-601000-18100-3915	Other Benefits - Non-Instru	871		-			871
11-2061-620000-18100-2130	Classified Employees : Cont	15,696		-			15,696
11-2061-620000-18100-3415	H & W - Non-Instructional :	5,075		-			5,075
11-2061-647000-19410-2130	Classified Employees : Stud	3,112		-			3,112
11-2061-647000-19410-2340	Student Assistants - Hourly	-		365		365	
11-2061-647000-19410-3215	PERS - Non-Instructional :	2,210		-			2,210
11-2061-647000-19410-3315	OASDHI - Non-Instructional	1,264		39			1,225
11-2061-647000-19410-3325	Medicare - Non-Instructiona	299		9			290
11-2061-647000-19410-3415	H & W - Non-Instructional :	997		-			997
11-2061-647000-19410-3435	H & W - Retiree Fund Non-In	206		3			203
11-2061-647000-19410-3515	SUI - Non-Instructional : S	334		-			334
11-2061-647000-19410-3615	WCI - Non-Instructional : S	496		6			490
11-2061-647000-19410-3915	Other Benefits - Non-Instru	421		-			421
11-2061-649000-19100-1210	Academic Management : Stude	23,172		-			23,172

5.1(3)

Original Budget

Prepared by: H. Nguyen

Board Approval Date: 02/03/14

Accountant: Laurie Sandoval

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTA ANA COLLEGE
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014

CalWORKs Income: 131,306
 Work Study: 25,850
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Total Amount 252,379

PROJ. ADM. Sara Lundquist

PROJ. DIR. Christine Leon

Date: 1/23/14

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2061-649000-19100-3115	STRS - Non-Instructional :	1,912		-			1,912
11-2061-649000-19100-3325	Medicare - Non-Instructiona	344		-			344
11-2061-649000-19100-3415	H & W - Non-Instructional :	2,898		-			2,898
11-2061-649000-19100-3435	H & W - Retiree Fund Non-In	237		-			237
11-2061-649000-19100-3515	SUI - Non-Instructional : S	383		-			383
11-2061-649000-19100-3615	WCI - Non-Instructional : S	569		-			569
11-2061-649000-19100-3915	Other Benefits - Non-Instru	536		-			536
11-2061-649000-19505-1250	Contract Coordinator : Spe - Ann Lockhart (30%)	-		27,928		27,928	
11-2061-649000-19505-2130	Classified Employees : Spec	9,105		-			9,105
11-2061-649000-19505-3115	STRS - Non-Instructional :	-		2,335		2,335	
11-2061-649000-19505-3215	PERS - Non-Instructional :	1,132		-			1,132
11-2061-649000-19505-3315	OASDHI - Non-Instructional	656		-			656
11-2061-649000-19505-3325	Medicare - Non-Instructiona	153		410		257	
11-2061-649000-19505-3415	H & W - Non-Instructional :	3,018		3,099		81	
11-2061-649000-19505-3435	H & W - Retiree Fund Non-In	106		283		177	
11-2061-649000-19505-3515	SUI - Non-Instructional : S	170		14			156
11-2061-649000-19505-3615	WCI - Non-Instructional : S	254		679		425	
11-2061-649000-19505-3915	Other Benefits - Non-Instru	230		374		144	
Totals for PROJECT: 2061	CalWORKs - Coord/Workstu	118,622	-	35,544	-	31,712	114,790

5.1 (4)

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTA ANA COLLEGE
FISCAL YEAR: 2013/2014

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 Work Study: 25,850
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 (From Child Care to Program) 75,984
Total Amount 252,379

PROJ. ADM. Sara Lundquist

PROJ. DIR. Christine Leon

Date: 1/23/14

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2061-000000-10000-8625	CalWORKs : Santa Ana Colleg		199,710		252,379	-	52,669
12-2061-631000-18100-1430	Part-Time Counselors : Cont - Rhondi Johnson (Fall--13; \$9,867.99)	19,974		20,422		448	
12-2061-631000-18100-1435	Int/Sum - Counselors,Part-T - Rhondi Johnson (Sum-13; \$890.64)	3,491		5,409		1,918	
12-2061-631000-18100-2130	Classified Employees : Cont - Debora Gossett (8%)	-		3,632		3,632	
12-2061-631000-18100-3115	STRS - Non-Instructional :	1,936		2,131		195	
12-2061-631000-18100-3215	PERS - Non-Instructional :	-		416		416	
12-2061-631000-18100-3315	OASDHI - Non-Instructional	-		232		232	
12-2061-631000-18100-3325	Medicare - Non-Instructiona	340		429		89	
12-2061-631000-18100-3415	H & W - Non-Instructional :	-		1,695		1,695	
12-2061-631000-18100-3435	H & W - Retiree Fund Non-In	235		296		61	
12-2061-631000-18100-3515	SUI - Non-Instructional : C	258		15			243
12-2061-631000-18100-3615	WCI - Non-Instructional : C	563		710		147	
12-2061-631000-18100-3915	Other Benefits - Non-Instru	-		108		108	
12-2061-631000-19505-1430	Part-Time Counselors : Spec - Rhondi Johnson (Fall-13; \$10,438.95)	13,775		23,746		9,971	
12-2061-631000-19505-1434	Int/Sum Beyond Contr-Course - Ann Lockhart	4,722		5,348		626	
12-2061-631000-19505-1435	Int/Sum - Counselors,Part-T - Rhondi Johnson - Albert Molina	39,496		16,095			23,401
12-2061-631000-19505-3115	STRS - Non-Instructional :	4,784		3,728			1,056

5.1 (5)

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTA ANA COLLEGE
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014

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 (From Work Study to Program) 19,239
 (From Child Care to Program) 75,984
Total Amount 252,379

PROJ. ADM. Sara Lundquist

PROJ. DIR. Christine Leon

Date: 1/23/14

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2061-631000-19505-3325	Medicare - Non-Instructiona	841		655			186
12-2061-631000-19505-3435	H & W - Retiree Fund Non-In	580		452			128
12-2061-631000-19505-3515	SUI - Non-Instructional : S	637		23			614
12-2061-631000-19505-3615	WCI - Non-Instructional : S	1,392		1,085			307
12-2061-647000-19410-234C	Student Assistants - Hourly	8,400		25,000		16,600	
12-2061-647000-19410-3315	OASDHI - Non-Instructional	-		-		-	
12-2061-647000-19410-3325	Medicare - Non-Instructiona	-		-		-	
12-2061-647000-19410-3435	H & W - Retiree Fund Non-In	84		250		166	
12-2061-647000-19410-3615	WCI - Non-Instructional : S	202		600		398	
12-2061-647000-19540-2130	Classified Employees : Job/ - Deborah Gosset (52%)	26,821		23,610			3,211
12-2061-647000-19540-3215	PERS - Non-Instructional :	3,062		2,701			361
12-2061-647000-19540-3315	OASDHI - Non-Instructional	1,713		1,507			206
12-2061-647000-19540-3325	Medicare - Non-Instructiona	401		353			48
12-2061-647000-19540-3415	H & W - Non-Instructional :	12,944		13,099		155	
12-2061-647000-19540-3435	H & W - Retiree Fund Non-In	276		243			33
12-2061-647000-19540-3515	SUI - Non-Instructional : J	304		12			292
12-2061-647000-19540-3615	WCI - Non-Instructional : J	663		583			80
12-2061-647000-19540-3915	Other Benefits - Non-Instru	810		702			108
12-2061-647000-19540-431C	Instructional Supplies : Jo	2,700		-			2,700
12-2061-647000-19540-461C	Non-Instructional Supplies	3,515		7,338		3,823	
12-2061-647000-19540-471C	Food and Food Service Suppl	500		1,200		700	
12-2061-647000-19540-563C	Maint Contract - Office Equ	208		208		-	-

5.1 (6)

SPECIAL PROJECT DETAILED BUDGET #2061
NAME: CalWORKS - SANTA ANA COLLEGE
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014

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 (From Work Study to Program) 19,239
 (From Child Care to Program) 75,984
Total Amount 252,379

PROJ. ADM. Sara Lundquist

PROJ. DIR. Christine Leon

Date: 1/23/14

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2061-647000-19540-5845	Excess/Copies Usage : Job/	133		132			1
12-2061-649000-19505-1453	Beyond Contract - Coordinators - Ann Lockhart	-		4,432		4,432	
12-2061-649000-19505-2130	Classified Employees : Spec - Gloria Ramos (75%)	33,752		42,852		9,100	
12-2061-649000-19505-2320	Classified Employees - hourly - Job Development/Placement - Resource & Outreach Specialist	-		15,984		15,984	
12-2061-649000-19505-3115	STRS - Non-Instructional :	-		366		366	
12-2061-649000-19505-3215	PERS - Non-Instructional :	3,853		4,904		1,051	
12-2061-649000-19505-3315	OASDHI - Non-Instructional	2,143		3,017		874	
12-2061-649000-19505-3325	Medicare - Non-Instructiona	501		932		431	
12-2061-649000-19505-3335	PARS - Non-Instructional	-		208		208	
12-2061-649000-19505-3415	H & W - Non-Instructional :	72		98		26	
12-2061-649000-19505-3435	H & W - Retiree Fund Non-In	346		643		297	
12-2061-649000-19505-3515	SUI - Non-Instructional : S	380		32			348
12-2061-649000-19505-3615	WCI - Non-Instructional : S	829		1,543		714	
12-2061-649000-19505-3915	Other Benefits - Non-Instru	810		1,013		203	
12-2061-649000-19505-6419	Equip/Software	-		8,190		8,190	
12-2061-649000-19540-585C	Fingerprinting : Job/Career	64		-			64
12-2061-675000-19505-521C	Conference Expenses : Speci	1,200		4,000		2,800	
Totals for PROJECT: 2061	CalWORKs - Coord/Workstu	199,710	199,710	252,379	252,379	86,056	86,056

5.1 (7)

SPECIAL PROJECT DETAILED BUDGET #1680
NAME: TANF - WELFARE TO WORK - SANTA ANA COLLEGE
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014
 CONTRACT INCOME: \$70,133
 CFDA #: 93.558

PROJ. ADM. Sara Lundquist
 PROJ. DIR. Christine Leon
 Date: 1/23/14

GL Account	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1680-000000-10000-814C	TANF : Santa Ana College		70,817		70,133	684	
12-1680-631000-19505-1430	Part-Time Counselors : Spec - Albert Molina	56,137		44,327			11,810
12-1680-631000-19505-1435	Int/Sum - Counselors,Part-T - Albert Molina (\$7,099) - Rondi Johnson (\$5,277)	5,803		12,376		6,573	
12-1680-631000-19505-3115	STRS - Non-Instructional :	5,110		4,681			429
12-1680-631000-19505-3325	Medicare - Non-Instructiona	898		822			76
12-1680-631000-19505-3435	H & W - Retiree Fund Non-In	619		567			52
12-1680-631000-19505-3515	SUI - Non-Instructional : S	681		28			653
12-1680-631000-19505-3615	WCI - Non-Instructional : S	1,487		1,361			126
12-1680-631000-19505-510C	Contracted Services	-		271		271	
12-1680-732000-19505-763C	Supplies Paid for Students	82		5,700		5,618	
Totals for PROJECT: 1680	TANF - Welfare to Work	70,817	70,817	70,133	70,133	13,146	13,146

5.1 (8)

SPECIAL PROJECT DETAILED BUDGET #1680
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014

CalWORKs Income: 95,538
 Work Study: 11,279
 (From Child Care to Work Study) 721
 (From Child Care to Program) 48,467
Total Amount 156,005

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios
 Date: 1/23/14

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2061-631000-29305-1210	Academic Management : Counseling & Student Su	14,953		-			
11-2061-631000-29305-3115	STRS - Non-Instructional : Counseling & Stude	1,234		-			
11-2061-631000-29305-3325	Medicare - Non-Instructional : Counseling & S	220		-			
11-2061-631000-29305-3415	H & W - Non-Instructional : Counseling & Stud	2,043		-			
11-2061-631000-29305-3435	H & W - Retiree Fund Non-Inst : Counseling &	152		-			
11-2061-631000-29305-3515	SUI - Non-Instructional : Counseling & Studen	244		-			
11-2061-631000-29305-3615	WCI - Non-Instructional : Counseling & Studen	364		-			
11-2061-631000-29305-3915	Other Benefits - Non-Instruct : Counseling &	206		-			
11-2061-647000-29340-2130	Classified Employees : Student Placement <i>- Jacqueline Myers (5%)</i>	3,145		3,632			
11-2061-647000-29340-3215	PERS - Non-Instructional : Student Placement	344		416			
11-2061-647000-29340-3315	OASDHI - Non-Instructional : Student Placemen	199		229			
11-2061-647000-29340-3325	Medicare - Non-Instructional : Student Placem	47		54			
11-2061-647000-29340-3415	H & W - Non-Instructional : Student Placement	623		970			
11-2061-647000-29340-3435	H & W - Retiree Fund Non-Inst : Student Place	32		37			
11-2061-647000-29340-3515	SUI - Non-Instructional : Student Placement	52		2			
11-2061-647000-29340-3615	WCI - Non-Instructional : Student Placement	77		89			
11-2061-647000-29340-3915	Other Benefits - Non-Instruct : Student Place	68		68			
11-2061-649000-28100-2130	Classified Employees : Continuing Education D	7,229		-			
11-2061-649000-28100-3215	PERS - Non-Instructional : Continuing Educati	790		-			
11-2061-649000-28100-3315	OASDHI - Non-Instructional : Continuing Educa	457		-			
11-2061-649000-28100-3325	Medicare - Non-Instructional : Continuing Edu	107		-			
11-2061-649000-28100-3415	H & W - Non-Instructional : Continuing Educat	611		-			
11-2061-649000-28100-3435	H & W - Retiree Fund Non-Inst : Continuing Ed	74		-			

5.1 (9)

SPECIAL PROJECT DETAILED BUDGET #1680
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014

CalWORKs Income: 95,538
Work Study: 11,279
 (From Child Care to Work Study) 721
 (From Child Care to Program) 48,467
Total Amount 156,005

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios
 Date: 1/23/14

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
11-2061-649000-28100-3515	SUI - Non-Instructional : Continuing Educatio	119		-			
11-2061-649000-28100-3615	WCI - Non-Instructional : Continuing Educatio	177		-			
11-2061-649000-28100-3915	Other Benefits - Non-Instruct : Continuing Ed	135		-			
Total Project 2061 CalWORKs - Coord/Workstudy/JD (Fund 11 - Match)		33,702	-	5,497	-	-	-

5.1 (10)

SPECIAL PROJECT DETAILED BUDGET #1680
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014

CalWORKs Income: 95,538
 Work Study: 11,279
 (From Child Care to Work Study) 721
 (From Child Care to Program) 48,467
Total Amount 156,005

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios
 Date: 1/23/14

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2061-000000-20000-8625	CalWORKs : Santiago Canyon College		124,536		156,005		31,469
12-2061-631000-29325-1430	Part-Time Counselors : Counseling - Suzie Duarte (\$44,961) - Juana Galvan (\$20,908)	33,321		65,869		32,548	
12-2061-631000-29325-1433	Beyond Contract - Counselors : Counseling - Leonor Aguilera (\$1,396) - Nena Baldizon-Rios (\$22,887)	22,249		24,283		2,034	
12-2061-631000-29325-1434	Int/Sum Beyond Contr-Counselor : Counseling - Nena Baldizon-Rios (\$14,368)	15,274		14,368			906
12-2061-631000-29325-1435	Int/Sum - Counselors,Part-Time : Counseling - Suzie Duarte (\$13,082)	17,978		13,082			4,896
12-2061-631000-29325-3115	STRS - Non-Instructional : Counseling	7,411		9,700		2,289	
12-2061-631000-29325-3325	Medicare - Non-Instructional : Counseling	1,303		1,705		402	
12-2061-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	898		1,177		279	
12-2061-631000-29325-3515	SUI - Non-Instructional : Counseling	988		59			929
12-2061-631000-29325-3615	WCI - Non-Instructional : Counseling	2,156		2,822		666	
12-2061-631000-29325-4610	Non-Instructional Supplies : Counseling	843		500			343
12-2061-631000-29325-4710	Food and Food Service Supplies : Counseling	2,250		2,400		150	
12-2061-631000-29325-5100	Contracted Services : Counseling - 5000-marketing (\$3,101) - 5100-speaker fees (\$250)	-		3,351		3,351	
12-2061-631000-29325-5220	Mileage/Parking Expenses : Counseling	100		100		-	-
12-2061-631000-29325-5610	Lease Agreement - Equipment : Counseling	1,012		820			192
12-2061-631000-29325-5630	Maint Contract - Office Equip : Counseling	1,092		-			1,092
12-2061-631000-29325-5845	Excess/Copies Usage : Counseling	65		54			11

5.1 (11)

SPECIAL PROJECT DETAILED BUDGET #1680
NAME: CalWORKS - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014

CalWORKs Income: 95,538
 Work Study: 11,279
 (From Child Care to Work Study) 721
 (From Child Care to Program) 48,467
Total Amount 156,005

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios
 Date: 1/23/14

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-2061-631000-29325-5940	Reproduction/Printing Expenses : Counseling	200		-			200
12-2061-631000-29325-5950	Software License and Fees : Counseling	500		-			500
12-2061-631000-29325-5966	Transportation - Student : Counseling	800		-			800
12-2061-675000-29325-5210	Conference Expenses : Counseling	3,374		2,400			974
12-2061-675000-29325-6410	Equipment - All Other > \$1,000 : Counseling	7,418		1,314			6,104
12-2061-675000-29325-6419	Equip/Software - >\$200 <\$1,000 : Counseling	800		-			800
12-2061-647000-29340-2340	Student Assistants - Hourly : Student Placeme	4,355		11,712		7,357	
12-2061-647000-29340-3315	OASDHI - Non-Instructional : Student Placemen	-		-		-	-
12-2061-647000-29340-3325	Medicare - Non-Instructional : Student Placem	-		-		-	-
12-2061-647000-29340-3435	H & W - Retiree Fund Non-Inst : Student Place	44		6			38
12-2061-647000-29340-3615	WCI - Non-Instructional : Student Placement	105		283		178	
Total Project 2061 CalWORKs - Coord/Workstudy/JD		124,536	124,536	156,005	156,005	49,254	49,254

5.1 (12)

SPECIAL PROJECT DETAILED BUDGET #1680
NAME: TANF - WELFARE TO WORK - SANTIAGO CANYON COLLEGE
FISCAL YEAR: 2013/2014

CONTRACT PERIOD: 07/01/2013 - 06/30/2014
 CONTRACT INCOME: \$34,875
 CFDA #: 93.558

PROJ. ADM. Ruth Babeshoff
 PROJ. DIR. Nena Baldizon-Rios
 Date: 1/23/14

GL Accounts	Description	Allocated Budget		Revising Budget		Changes (+/-)	
		Debit	Credit	Debit	Credit	Debit	Credit
12-1680-000000-20000-8140	TANF : Santiago Canyon College		34,981		34,875	106	
12-1680-631000-29325-1430	Part-Time Counselors : Counseling - Juana Galvan	6,329		2,058			4,271
12-1680-631000-29325-1435	Int/Sum - Counselors,Part-Time : Counseling - Juana Galvan	-		3,066		3,066	
12-1680-631000-29325-3115	STRS - Non-Instructional : Counseling	522		356			166
12-1680-631000-29325-3325	Medicare - Non-Instructional : Counseling	92		74			18
12-1680-631000-29325-3335	PARS - Non-Instructional : Counseling	-		67		67	
12-1680-631000-29325-3435	H & W - Retiree Fund Non-Inst : Counseling	63		51			12
12-1680-631000-29325-3515	SUI - Non-Instructional : Counseling	70		3			67
12-1680-631000-29325-3615	WCI - Non-Instructional : Counseling	152		123			29
12-1680-631000-29325-4610	Non-Instructional Supplies : Counseling	-		2,863		2,863	
12-1680-631000-29325-6410	Equipment - All Other > \$1,000 : Counseling	-		3,000		3,000	
12-1680-647000-29340-2340	Student Assistants - Hourly : Student Placeme - Thelma Rodriguez	14,417		13,780			637
12-1680-647000-29340-3315	OASDHI - Non-Instructional : Student Placemen	1,066		1,033			33
12-1680-647000-29340-3325	Medicare - Non-Instructional : Student Placem	250		200			50
12-1680-647000-29340-3435	H & W - Retiree Fund Non-Inst : Student Place	172		7			165
12-1680-647000-29340-3615	WCI - Non-Instructional : Student Placement	413		331			82
12-1680-647000-29340-4710	Food and Food Service Supplies : Student Plac	1,635		500			1,135
12-1680-732000-29325-7630	Supplies Paid for Students : Counseling	9,800		7,363			2,437
Total Project 1680 TANF - Welfare to Work		34,981	34,981	34,875	34,875	9,102	9,102

5.1 (13)

SPECIAL PROJECT DETAILED BUDGET #2341
NAME: First 5 California Child Signature Program (CSP) (DISTRICT)
FISCAL YEAR: 2013/2014 and 2014/2015

CONTRACT TERM: 7/1/2013 - 6/30/2015
 CONTRACT INCOME: \$55,000
 CFDA #: N/A

PROJ ADM: Enrique Perez
 PROJ DIR: Janneth Linnell
 Date: 1/23/2014

Sub-agreement No. FCI-CSP-03 between the Children and Families Commission of Orange County and RSCCD's Child Development Services

GL Account String	Description	New Budget	
		Debit	Credit
33-2341-000000-50000-8659	Other Reimb Categorical Allow : District Operations		55,000
33-2341-692000-53327-1471	Sub Child Dev Teachr-Shortterm : CDC SAC - East CDC Substitute Teacher \$17.50/hr. x 190 hrs.	6,650	
33-2341-692000-53327-2320	Classified Employees - Hourly : CDC SAC - East CDC Intern I \$10/hr. x 58 hrs. (PARS)	1,160	
33-2341-692000-53327-2340	Student Assistants - Hourly : CDC SAC - East Student Assistant I \$8/hr. x 75 hrs.	1,200	
33-2341-692000-53327-3115	<i>STRS - Non-Instructional : CDC SAC - East</i>	552	
33-2341-692000-53327-3325	<i>Medicare - Non-Instructional : CDC SAC - East</i>	113	
33-2341-692000-53327-3335	<i>PARS - Non-Instructional : CDC SAC - East</i>	15	
33-2341-692000-53327-3435	<i>H & W - Retiree Fund Non-Inst : CDC SAC - East</i>	90	
33-2341-692000-53327-3515	<i>SUI - Non-Instructional : CDC SAC - East</i>	4	
33-2341-692000-53327-3615	<i>WCI - Non-Instructional : CDC SAC - East</i>	216	
33-2341-692000-53327-5100	Contracted Services : CDC SAC - East	10,000	
33-2341-675000-53327-5210	Conference Expenses : CDC SAC - East	7,500	
33-2341-692000-53328-1471	Sub Child Dev Teachr-Shortterm : EHS SAC CDC Substitute Teacher \$17.50/hr. x 190 hrs.	6,650	
33-2341-692000-53328-2320	Classified Employees - Hourly : EHS SAC CDC Intern I \$10/hr. x 58 hrs. (PARS)	1,160	
33-2341-692000-53328-2340	Student Assistants - Hourly : EHS SAC Student Assistant I \$8/hr. x 75 hrs.	1,200	
33-2341-692000-53328-3115	<i>STRS - Non-Instructional : EHS SAC</i>	552	
33-2341-692000-53328-3325	<i>Medicare - Non-Instructional : EHS SAC</i>	113	
33-2341-692000-53328-3335	<i>PARS - Non-Instructional : EHS SAC</i>	15	
33-2341-692000-53328-3435	<i>H & W - Retiree Fund Non-Inst : EHS SAC</i>	90	
33-2341-692000-53328-3515	<i>SUI - Non-Instructional : EHS SAC</i>	4	
33-2341-692000-53328-3615	<i>WCI - Non-Instructional : EHS SAC</i>	216	
33-2341-692000-53328-5100	Contracted Services : EHS SAC	10,000	
33-2341-675000-53328-5210	Conference Expenses : EHS SAC	7,500	
	Total 2341 - CSP (District)	55,000	55,000

The match required over this two-year grant is \$350,000 (\$175,000/year). The match consists of salary and benefits of federally-funded staff in the Early Head Start Program (#1274).

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 3, 2014
Re:	Adoption of Resolution No. 14-04 – Children and Families Commission of Orange County (FCI-CSP-03)	
Action:	Request for Approval	

BACKGROUND

Rancho Santiago Community College District's Child Development Services received a First 5 California Child Signature Program III grant from the Children and Families Commission of Orange County for the purpose of increasing quality in early learning programs for young children. This funding will support the costs of training and substitute services to support professional development for Early Head Start teachers and staff.

The grant award is \$55,000 with a match requirement of \$350,000 (\$175,000 per year over two years) that consists of federally-funded Early Head Start program staff, in accordance with the funding terms and conditions of sub-agreement number FCI-CSP-03. The project performance period is July 1, 2013 – June 30, 2015. The sub-agreement delineating the terms of RSCCD's Child Development Services participation in the First 5 California Child Signature Program III is enclosed for the Board's review and approval, as a fully signed copy is required for the participation and implementation of the program.

The project director is Janneth Linnell and the project administrator is Enrique Perez.

ANALYSIS

As part of the acceptance process, the Children and Families Commission of Orange County requires that the Board of Trustees approve the execution of the sub-agreement, and designate and approve an authorized representative of the district to sign any related contractual and amendment documents related to this sub-agreement.

RECOMMENDATION

It is recommended that the Board adopts this resolution with the Children and Families Commission of Orange County and that the Vice Chancellor, Business Operations/Fiscal Services or his designee be authorized to sign and enter into related contractual agreements on behalf of the district.

Fiscal Impact: none	Board Date: February 3, 2014
Prepared by: Maria Gil, Resource Development Coordinator	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RESOLUTION

This resolution is adopted in order to certify the approval of the Board of Trustees to **enter into and execute this contract agreement** with the Children and Families Commission of Orange County for the purpose of participating in the First 5 California Child Signature Program III to increase quality in early learning programs for young children in the Child Development centers, **and to authorize the designated personnel to sign related contractual and amendment documents for the fiscal years 2013/2014 through 2014/2015.**

RESOLUTION NO. 14-04

BE IT RESOLVED that the Board of Trustees of Rancho Santiago Community College District authorizes entering into and executing the contract agreement number **FCI-CSP-03** with the Children and Families Commission of Orange County and authorizes the person(s) listed below to sign the contract agreement and related documents on behalf of the Board of Trustees.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Raúl Rodríguez</u>	<u>Chancellor</u>	_____
<u>John Didion</u>	<u>Executive Vice Chancellor</u>	_____
<u>Peter J. Hardash</u>	<u>Vice Chancellor</u>	_____

PASSED AND ADOPTED THIS 3rd day of February, 2014, by the Board of Trustees of Rancho Santiago Community College District of Orange County, California.

I, Claudia C. Alvarez, Clerk of the Board of Trustees of Rancho Santiago Community College District, of Orange County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

AGREEMENT FCI-CSP-03

BY AND BETWEEN

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY

AND

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD),

FOR THE PROVISION OF SERVICES

This **AGREEMENT** (“Agreement”) entered into as of the 3rd day of July, 2013 (“Date of Agreement”) [which date is enumerated for purposes of reference only and corresponds to the date of action on and approval of funding for this Agreement by COMMISSION] is by and between the **CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**, a public body and legal public entity (“COMMISSION”), and **RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT (RSCCD)**, a college district organized and existing under that laws of the State of California (“CONTRACTOR”). This Agreement shall be administered by the Executive Director of COMMISSION or his/her authorized designee (“ADMINISTRATOR”).

RECITALS

A. In order to facilitate the creation and implementation of an integrated, comprehensive, and collaborative system of information and services to enhance optimal early childhood development, the legislature adopted legislation set forth in the California Children and Families Act of 1998, Health and Safety Code Section 130100, *et seq.* (as amended, the “Act”) implementing the Children and Families First Initiative passed by the California electorate in November, 1998 and establishing the California Children and Families Commission and providing for establishment in each county of Children and Families Commissions, including COMMISSION.

B. COMMISSION adopted its Strategic Plan to define how funds authorized under the Act should best be used to meet the critical needs of Orange County’s children prenatal through age five as codified in the Act, which plan has been amended and after the Date of Agreement may be further amended, updated, and/or revised (“Strategic Plan”).

C. CONTRACTOR is a public entity organized and existing under the laws of the State of California, and its powers include without limitation, provision of services to and activities for the benefit of Orange County’s children through age five.

D. COMMISSION desires to contract with CONTRACTOR to provide services and carry out certain performance obligations, and achieve certain outcomes, promoting the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement and the Project Summary, Exhibit A, Work Plan, Exhibit A-1, and Project Budget, Exhibit B (together, “Services”).

E. As and if applicable, COMMISSION and CONTRACTOR desire to enter into a matching fund program opportunity with the California Children and Families Commission (First 5 California).

F. CONTRACTOR desires to provide the services in furtherance of the purposes of the Act and the Strategic Plan on the terms and conditions set forth in this Agreement.

NOW, based on the Recitals, which are a substantive part of this Agreement, and agreed mutual consideration, COMMISSION and CONTRACTOR agree as follows:

1. **TERM OF AGREEMENT.** The term of this Agreement shall commence on July 1, 2013 and terminate on June 30, 2015, unless earlier terminated pursuant to the default provisions of Paragraph 24 of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, provided that COMMISSION's Maximum Payment Obligation in this Agreement does not increase as a result.

2. **ALTERATION OF TERMS.** This Agreement, together with the Project Summary, Exhibit A; Work Plan, Exhibit A-1, and Project Budget, Exhibit B that are attached to this Agreement and fully incorporated by this reference (together, "Exhibits"), express all understanding of the parties with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties, except as otherwise expressly provided in this Paragraph 2 and in Subparagraph 8.5. No amendment, addition to, or alteration of, the terms of this Agreement, whether written or oral, shall be valid unless the amendment is made in writing and formally approved and executed by both parties, except as provided in this Paragraph 2 or Subparagraph 8.5 in this Agreement.

2.1 CONTRACTOR work plans, budgets and scopes of services will be subject to an annual review to determine consistency with the COMMISSION's strategic direction. Changes to the work plan, budgets and scopes of services may be directed by ADMINISTRATOR to bring the Agreement scope into better alignment with the COMMISSION's evolving strategic direction. These changes may include, but are not limited to, reprioritization of the targeted service population, redirection of resources to provide more intensive services, and/or increased focus on sustainability strategies. If CONTRACTOR is unable to redirect its program to be consistent with this direction, COMMISSION may reduce funding provided in successive years of this agreement.

2.2 Administrator Modification Authority. Notwithstanding anything to the contrary and provided any modifications do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION's Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR has the authority to, with the agreement of CONTRACTOR, make modification(s) to the activities, tasks, deliverables, and/or performance timeframes specified in the Project Summary as set forth in the Scope of Work in Exhibit A and/or the Work Plan, Exhibit A-1, to the funding allocation between and among the line items and/or the "Funds Due" period(s) budgeted in the Project Budget, Exhibit B, to the Payment interval, to the percentage of Initial Payment(s), and/or to the percentage of Retention Amount(s), and/or to the timing of the Retention Amount(s) withheld as described in this Agreement.

3. **STATUS OF CONTRACTOR.** CONTRACTOR is and shall at all times be deemed to be an independent CONTRACTOR and shall be wholly responsible for the manner in which it performs the Services required of it by the terms of this Agreement. Nothing in this Agreement shall be construed as creating the relationship of employer and employee or principal and agent between COMMISSION and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR knowingly, voluntarily, and expressly assumes exclusively the responsibility for the acts of its employees or agents as they relate to the Services to be provided during the course and scope of their employment, whether the employee(s) are funded by program moneys or otherwise

related directly or indirectly to the performance of Services under this Agreement. CONTRACTOR, its elected or appointed officials, officers, agents, employees, and Subcontractors shall not, in any respect whatsoever, be entitled to any rights and/or privileges of COMMISSION employees and shall not be considered in any manner to be COMMISSION employees. COMMISSION shall neither have nor exercise any control or direction over the methods by which CONTRACTOR shall perform its obligations under this Agreement. COMMISSION shall not be responsible or liable for the acts or failure to act, whether intentional or negligent, of any employee, agent, or volunteer of CONTRACTOR.

3.1 **COMMISSION as Independent Entity.** Notwithstanding other provisions in this Agreement, such as insurance and indemnity provisions protecting COMMISSION and the County of Orange, CONTRACTOR acknowledges that pursuant to the Act, specifically Health & Safety Code Section 130140.1(a)(1), COMMISSION is a legal public entity separate from the County of Orange with independent powers and that in no event will CONTRACTOR look to the County of Orange for performance or indemnity under this Agreement, and CONTRACTOR expressly waives any rights it may have against the County of Orange in any way related to this Agreement. With respect to the above provisions CONTRACTOR agrees all rights under Section 1542 of the California Civil Code and any similar law of any state or territory of the United States are expressly waived. Section 1542 reads as follows:

CIVIL CODE SECTION 1542. CERTAIN CLAIMS NOT AFFECTED BY GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.

4. **CONTRACTOR DELEGATION AND ASSIGNMENT.** CONTRACTOR shall not delegate or assign or otherwise transfer its duties, nor assign its rights under this Agreement, either in whole or in part, without the prior written consent of ADMINISTRATOR. The request must be in writing with a full explanation for the request. Any consent granted by ADMINISTRATOR may be conditioned upon and subject to certain actions by CONTRACTOR as determined by ADMINISTRATOR. Any attempted assignment or delegation in derogation of this Paragraph 4 shall be deemed void.

5. **SUBCONTRACTS.** Except to the extent expressly provided for in the Project Summary, Exhibit A, or as approved by ADMINISTRATOR, CONTRACTOR shall not enter into a subcontract or a consulting agreement, or an agreement for professional services (each and all referred to as "Subcontract") for the provision of services or performance of tasks included within the scope of the Services required by this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing for CONTRACTOR to enter into a Subcontract, in no event shall the Subcontract alter in any way any legal responsibility or performance obligation of CONTRACTOR to COMMISSION to perform or cause performance of the Services required under this Agreement. ADMINISTRATOR may, but is not obligated to, require that CONTRACTOR submit a true copy of any permitted Subcontract. All records related to each Subcontract, if any, are subject to examination and audit by ADMINISTRATOR or his/her designee, for a period of the later of (i) three (3) years after the date of final disbursement of funds under this Agreement, or (ii) three (3) years after any pending audit is completed.

5.1 **Minimum Subcontract Terms.** Each permitted Subcontract and the terms and provisions in the Subcontract shall be independently negotiated between CONTRACTOR and its selected subcontractor, consultant, or other person or entity under contract to CONTRACTOR related to the Services to be provided under this Agreement (“Subcontractor”); provided however, each Subcontract shall include provisions that meet or exceed the following requirements: (i) any specific requirements set forth in the Project Summary, Exhibit A; (ii) clear and complete description of the nature, extent, and tasks of the work to be performed by the Subcontractor and the relation of the work to the Services required under this Agreement; (iii) identification of the personnel by classification, and, if available by name, who will work or provide services to CONTRACTOR under the Subcontract, including a description of the minimum qualifications, education, experience, and any required licensing for each classification of personnel, number of hours described in relation to full time equivalent (e.g., 1.0 FTE or 0.5 FTE); (iv) a compensation schedule, including hourly rates or fees for each classification of personnel and a not to exceed payment obligation under the Subcontract, which total amount shall in no event exceed and shall be limited to amounts set forth in the Project Budget, Exhibit B; (v) insurance and indemnification comparable to the requirements and provisions set forth in this Agreement for CONTRACTOR to provide to COMMISSION, which insurance shall protect CONTRACTOR and COMMISSION, and the County of Orange from any Claims and other liabilities that arise out of the Subcontract and performance of Subcontractor under the Subcontract; (vi) term of Subcontract, which term shall not exceed the term of this Agreement; (vii) obligation to maintain and retain accurate and complete client and financial records, which recordkeeping shall be fully compliant with applicable laws and regulations and records related to work and services provided under the Subcontract shall be maintained for the same retention period referenced in Paragraph 5 above, (viii) remedies and termination provisions which may be availed by CONTRACTOR in the event Subcontractor fails to perform under the Subcontract, and (ix) compliance with laws and regulations applicable to CONTRACTOR, as a public entity, entering into contracts, including without limitation that any subcontract is duly authorized, approved, and executed and in compliance with notice and bidding and contracting requirements, if any, and prevailing wage laws, if applicable, pursuant to applicable laws and regulations.

6. INDEMNIFICATION.

6.1 **CONTRACTOR Indemnification of COMMISSION.** CONTRACTOR agrees to and shall indemnify, defend with counsel approved in writing by COMMISSION, hold harmless COMMISSION, the County of Orange, and their officers, agents, and employees from and against all liability, claims, losses and demands, damages to property or injuries to or death of any person or persons, including property of officers, employees, or agents of COMMISSION or the County of Orange, including defense costs (together, “Claims”), whether resulting from court action or otherwise, resulting from, related in any manner to, or arising out of the intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement.

6.1.1 With regard to this indemnity clause, COMMISSION acknowledges CONTRACTOR does not assume responsibility for payment of Claims to the extent a court of competent jurisdiction determines CONTRACTOR was not responsible for all or a part of the Claim(s), i.e., liability did not result from intentional, malicious, negligent acts, inactions, errors or omissions of CONTRACTOR, its officers, employees, agents, and/or Subcontractors in the performance of this Agreement, but were the result of the negligent or intentional act or omission of COMMISSION or its officers or employees. CONTRACTOR agrees the above provisions do not

limit or affect its obligation to accept tender of defense and indemnification for a Claim from COMMISSION or ADMINISTRATOR. If judgment is entered against CONTRACTOR and COMMISSION by a court of competent jurisdiction because of the concurrent active negligence of COMMISSION, the County of Orange, or their officers, agents, and employees, CONTRACTOR and COMMISSION agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

6.1.2 Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement, the policy or policies of insurance covering its operations and performance under this Agreement in the form and amounts set forth in Paragraph 7, which insurance obligations shall apply independently of the indemnification provided under this Agreement.

6.1.3 No elected official, no public official, no officer, no committee member, no employee, and no agent of COMMISSION or the County of Orange shall be personally liable to CONTRACTOR, or any successor in interest, (or to any Subcontractor) in the event of any default or breach by COMMISSION or for any amount that may become due to CONTRACTOR or to its successor (or Subcontractor) or for breach of any obligation of the terms of this Agreement.

6.2 COMMISSION Indemnification of CONTRACTOR. COMMISSION agrees to indemnify and hold harmless CONTRACTOR from all Claims, including defense costs, whether resulting from court action or otherwise, arising out of the sole intentional or grossly negligent acts or omissions of COMMISSION and its officers, agents or employees in the performance of this Agreement.

6.2.1 COMMISSION warrants it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insures the perils of bodily injury, medical, professional liability and property damage.

6.2.2 No elected official, no public official, and no employee of CONTRACTOR shall be personally liable to COMMISSION in the event of any default or breach of any obligation of the terms of this Agreement, except as to intentional misconduct or gross negligence of the elected official, public official, or employee of CONTRACTOR.

6.3 Notice of Claim; Tender of Indemnification. Each party agrees to provide the indemnifying party with written notification of any Claim within thirty (30) days of notice of the Claim, to allow the indemnifying party control over the defense and settlement of the Claim, and to cooperate with the indemnifying party in its defense.

6.4 Defense of Claim. COMMISSION and CONTRACTOR, at their sole discretion and expense, may employ legal counsel and participate in the defense of any actions.

6.5 Cooperation with Claims. Each party to this Agreement shall cooperate with another party to this Agreement in the defense of any action brought for conduct resulting under this Agreement and shall make available to said party any and all records in their respective possessions or control reasonably required by a party for use in contesting or defending liability.

7. INSURANCE. Without limiting CONTRACTOR's liability for indemnification of COMMISSION as set forth in Paragraph 6 above, CONTRACTOR shall obtain and maintain, in

effect, during the term of this Agreement, certain minimum coverage of insurance through any or all of the following types of insurance, as further described, and as applicable, in Subparagraphs 7.1, 7.2, and/or 7.3 below: (a) self-insurance through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee; and/or (b) insurance via a pooled or joint powers insurance authority; and/or (c) insurance policies secured from insurance company(ies) that is/are admitted in California and rated A-:VIII or better or FPR Ratings of 9 through 7 and have a Financial Size Category (FSC) of VIII or better according to the current Best's Key Rating Guide/Property Casualty/United States, ambest.com, or from an insurance company of equal financial stability as approved by ADMINISTRATOR or his/her Risk Management designee. Evidence of required insurance coverage(s) obtained under (a), (b), and/or (c) in this Paragraph 7 shall be submitted to ADMINISTRATOR prior to and as a condition precedent to commencement of any Services or proceeding with any work under this Agreement. Submittal and approval of insurance coverage, including self-insurance or pooled coverage, shall neither relieve nor decrease the liability of CONTRACTOR.

7.1 Certificate of Self-Insurance Coverage. In lieu of maintaining insurance coverage by separate insurance policies secured through third party insurance companies as described in Paragraph 7 above and Subparagraph 7.3 below, CONTRACTOR may be self-insured with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.1.1 Certificate of Self-Insurance. A certificate signed by a duly authorized officer or member of CONTRACTOR shall be submitted to ADMINISTRATOR evidencing self-insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as self-insured for the required coverage. The self-insurance certificate(s) shall verify that on behalf of RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, CONTRACTOR has and maintains self-insurance in the following categories and amounts of coverage, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certification shall state that the self-insurance is intended to cover as additional insureds (or the equivalent of being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the self-insurance shall apply as primary insurance and that other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the self-insurance. In the event CONTRACTOR elects to no longer self-insure under any of the required types of coverage in this Subparagraph 7.1, then CONTRACTOR shall provide to ADMINISTRATOR not less than thirty (30) days prior written notice of the cancellation or change in coverage. In this event, CONTRACTOR shall obtain and maintain insurance coverages pursuant to Subparagraphs 7.2 and/or 7.3 below.

7.1.2 Types of Self-Insurance Coverage. CONTRACTOR shall evidence it is self-insured through the State or as otherwise approved by ADMINISTRATOR or his/her Risk Management designee in his/her sole discretion for the following required coverage:

(a) **Comprehensive General Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000)

annual aggregate, including self-insurance covering premises and operations, products/completed operations, contractual liability, and personal injury liability.

(b) **Comprehensive Automobile Liability** coverage for bodily injury (including death) and property damage equivalent to not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned, and hired vehicles/watercraft, with not less than One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation** coverage shall be maintained for workers' compensation risk claims in amounts equivalent to coverage required by the State of California, applicable statutory requirements, and including the equivalent of a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability** coverage for all employees engaged in Services or operations under this Agreement equivalent to not less than One Million Dollars (\$1,000,000) per occurrence.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or Services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then coverage for professional liability/errors and omissions is required equivalent to not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with Commission clients, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

7.2 Pooled and/or Joint Powers Insurance Coverage. CONTRACTOR may provide insurance coverage through membership and participation in a pooled insurance cooperative and/or joint powers insurance authority with respect to the minimum amounts and types of required insurance coverage under this Agreement.

7.2.1 Certificate re Pooled/Joint Powers Insurance. A certificate signed by an authorized officer or member of CONTRACTOR and by an authorized officer of the pooled and/or joint powers insurance authority shall be submitted to ADMINISTRATOR evidencing membership and participation in pooled and/or joint powers insurance prior to and as a condition precedent to commencement of Services or proceeding with any work under this Agreement. Further, during the term of this Agreement ADMINISTRATOR may in his reasonable discretion request reconfirmation of CONTRACTOR's status as a member in good standing and participant in pooled and/or joint powers insurance for the required coverage. The certificate shall verify that on behalf of RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT, CONTRACTOR has and maintains insurance in the categories and amounts of coverage described for self-insurance above in Subparagraph 7.1, including the amount(s) and company(ies), if any, that may provide any secondary or additional level of coverage. Further the certificate shall state that the pooled and/or joint powers insurance is intended to cover as additional insureds (or equivalent to being an additional insured) COMMISSION, the County of Orange, the members of COMMISSION and the Board of Supervisors of the County of Orange, and their officers, agents, and employees, individually and collectively, and that the pooled and/or joint powers insurance shall apply as primary insurance and

other insurance maintained by COMMISSION or the County of Orange (whether through insurance policies, self-insurance, or pooled/joint powers coverage) shall be excess only and not contributing with insurance provided under the pooled and/or joint powers insurance. Pooled and/or joint powers insurance provided under this Subparagraph 7.2 shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR.

7.3 Insurance Policies through Independent Insurance Companies. CONTRACTOR may obtain and maintain insurance policy(ies) for the required coverage under this Agreement.

7.3.1 Evidence of Coverage. Prior to commencement of any Services or proceeding with any work under this Agreement, CONTRACTOR shall provide on an insurance industry approved form a Certificate of Insurance (COI) certifying that coverage as required in this Subparagraph 7.3 has been obtained and remains in force for the period required by this Agreement. In addition, a certified copy of the policy or policies shall be provided by CONTRACTOR upon request of ADMINISTRATOR at the address specified in Paragraph 21. Each policy shall meet the following requirements:

(a) **Required Coverage Forms**

(i) Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(ii) Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

(b) **Required Endorsements.** Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

(i) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

(ii) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

(c) **Notice of Cancellation or Change of Coverage Endorsement.** Each policy shall include an endorsement evidencing that the policy shall not be canceled or changed so as to no longer meet the specified COMMISSION or County insurance requirements without thirty (30) days prior written notice of the cancellation or change being delivered to ADMINISTRATOR at the address shown on the COI; or, ten (10) days notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.

(d) **Separation Clause Endorsement.** Each policy shall include an endorsement evidencing that the policy provides coverage separately to each insured who is seeking coverage or against whom a Claim is made or a suit is brought, except with respect to the company's limit of liability (standard in the ISO CG 0001 policy).

(e) **Termination of Insurance.** If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two (2) years to report Claims arising from work performed, or any action or any inaction in connection with this Agreement.

(f) **Qualifying Insurers.** All coverages shall be issued by qualified insurance companies meeting the criteria described in Paragraph 7 above.

(g) **Deductible Amounts in Standard Policy.** COMMISSION acknowledges that a deductible amount on a policy of insurance is acceptable, but only as approved in writing in the sole discretion of ADMINISTRATOR or his/her Risk Management designee; provided no approved deductible shall in any way limit liabilities assumed by CONTRACTOR under this Agreement, including:

(i) Any policy deductible or self-insured retention on any insurance policy (except auto) which exceeds \$25,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(ii) Any policy deductible or self-insured retention on automobile liability over \$5,000 requires prior written approval of ADMINISTRATOR or his/her Risk Management designee.

(iii) All self-insured retentions or deductibles shall be clearly stated on the COI. If no self-insured retentions or deductibles apply, indicate this on the COI.

(h) **Subcontractor Insurance Requirements.** Should any of the Services under this Agreement be provided by a Subcontract, CONTRACTOR shall require each Subcontractor (of any tier) to provide the coverages mentioned in this Subparagraph 7.3, or CONTRACTOR may insure any Subcontractor under its own policies.

(i) **Occurrence Versus Claims Made Coverage.** It is the intent of COMMISSION to secure "occurrence" rather than "claims made" coverage whenever possible. If coverage is written on a "claims made" basis, the COI shall clearly so state. In addition to coverage requirements above, the policy shall provide that:

(i) Policy retroactive date coincides with or precedes CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).

(ii) CONTRACTOR will make every effort to maintain similar insurance during the required extended period of coverage following completion of services, including the requirement of adding all additional insureds.

(iii) Policy allows for reporting of circumstances or incidents that might give rise to future claims.

7.3.2 Types of Insurance Policies/Coverages. If CONTRACTOR provides insurance through a policy or policies, then the following types and coverages are required.

(a) **Comprehensive General Liability Insurance.** Comprehensive General Liability Insurance for bodily injury (including death) and property damage which provides not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence and not less than Two Million Dollars (\$2,000,000) annual aggregate.

(i) The coverage shall include:

(A) Premises and Operations

(B) Products/Completed Operations with limits of One Million Dollars (\$1,000,000) per occurrence/aggregate to be maintained for two (2) years following the end of the term of this Agreement.

(C) Contractual Liability expressly including liability assumed under this agreement, excepting the requirement does not apply for service contracts.

(D) Personal Injury Liability.

(b) **Comprehensive Automobile Liability Insurance.** Comprehensive Automobile Liability Insurance for bodily injury (including death) and property damage which

provides total limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles/watercraft, One Million Dollars (\$1,000,000) annual aggregate.

(c) **Workers' Compensation Insurance.** Workers' Compensation Insurance shall be maintained. Statutory California Workers' Compensation coverage shall include a broad form all-states endorsement and waiver of subrogation.

(d) **Employers' Liability Coverage.** Employers' Liability Coverage of not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in Services or operations under this Agreement.

(e) **Professional Liability.** If the Project Summary, Exhibit A, includes or requires staffing or services by a licensed professional, such as physician, dentist, pharmacist, registered nurse, psychologist, engineer, architect, etc., then insurance policy(ies) and coverage for professional liability/errors and omissions is required in an amount not less than One Million Dollars (\$1,000,000) per claims made or per occurrence and One Million Dollars (\$1,000,000) aggregate. If CONTRACTOR's professional liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two (2) years following the termination of this Agreement.

(f) **Sexual Misconduct Liability.** If the Project Summary, Exhibit A, includes services which require custody, transportation or unsupervised contact by CONTRACTOR, or any Subcontractor, with Commission clients, then insurance policy(ies) and coverage for Sexual Misconduct Liability is required in an amount not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) aggregate.

7.4 Change in Coverage. COMMISSION expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by ADMINISTRATOR or his/her Risk Management designee as appropriate to adequately protect COMMISSION. COMMISSION shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide copies of acceptable COIs and endorsements incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COMMISSION shall be entitled to all legal remedies.

7.5 Duration of Insurance. CONTRACTOR shall maintain all coverage and insurance for the entire term and for any extended period agreed upon within this Agreement.

7.6 Maintain Records re Insurance Coverage. CONTRACTOR will maintain records regarding all coverage and insurance for the term of this Agreement and for any extended period agreed upon within this Agreement.

7.7 Withhold Payment for Lack of Required Coverage. COMMISSION reserves the right to withhold payments to CONTRACTOR in the event of material noncompliance with the applicable insurance requirements outlined in this Paragraph 7.

7.8 Remedies for Failure to Provide or Maintain Required Insurance or Endorsements. In addition to any other remedies COMMISSION may have if CONTRACTOR (or any Subcontractor) fails to provide or maintain any insurance required by this Paragraph 7 to the extent and within the time required by this Agreement, COMMISSION may, at its sole option:

(a) Obtain the insurance and deduct and retain the amount of the premiums for the insurance from any monies due under this Agreement.

(b) Order CONTRACTOR (and any Subcontractor) to cease performance of the Services and/or withhold any payment(s) which become due to CONTRACTOR (or any Subcontractor) until CONTRACTOR (or any Subcontractor) demonstrates compliance with the insurance requirements of this Agreement.

(c) Immediately and without further cause terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to any other remedies COMMISSION may have and are not the exclusive remedies for CONTRACTOR's (or its Subcontractor's) failure to maintain or secure appropriate policies or endorsements. Nothing in this Agreement shall be construed as limiting in any way the extent to which CONTRACTOR (or any Subcontractor) may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's (or any Subcontractor) performance of work under this Agreement.

8. RESPONSIBILITIES OF CONTRACTOR.

8.1 Conditions to COMMISSION's Obligation to Proceed under Agreement.

COMMISSION's obligation to proceed with performance and the payment of each installment payment under this Agreement is expressly conditioned upon the satisfaction by CONTRACTOR of the following conditions precedent ("Conditions"). These Conditions are solely for the benefit of COMMISSION and shall be fulfilled by CONTRACTOR (or waived by ADMINISTRATOR in his/her sole discretion in the Project Summary, Exhibit A.) CONTRACTOR may satisfy (and submit evidence of its satisfaction to ADMINISTRATOR) one or more of the Conditions at any time prior or subsequent to the Date of Agreement, so that at the time of the first payment (and any subsequent payments), CONTRACTOR shall have provided satisfactory evidence of compliance with each of the Conditions.

8.1.1 **Evidence of CONTRACTOR Approval of Agreement.** CONTRACTOR shall submit evidence of the approval of this Agreement by resolution of CONTRACTOR's governing board, or a true copy of the minutes of the public meeting at which this Agreement was considered and approved, or other evidence of approval satisfactory to ADMINISTRATOR.

8.1.2 **Insurance.** All provisions and submittal of endorsements or other evidence of insurance required by Paragraph 7 shall be in place and approved by ADMINISTRATOR or his/her Risk Management designee.

8.1.3 **Other Conditions.** CONTRACTOR has complied with the other Conditions listed in the Project Summary, Exhibit A, if any.

8.2 **No Supplanting Government Funds.** CONTRACTOR shall not supplant government funds intended for the purposes of this Agreement with any other funds intended for the purposes of this Agreement. CONTRACTOR shall not submit an invoice for payment from COMMISSION, or apply sums received from COMMISSION with respect to that portion of its obligations which have been paid by another governmental source of revenue. As a material provision of this Agreement and substantive criterion in COMMISSION's selection of CONTRACTOR for the Services provided under this Agreement and in furtherance of the express directives of the Act, CONTRACTOR is required to ensure that in the performance of this Agreement all funding shall be expended and used to supplement, not supplant, existing levels of service.

8.3 Technical Requirements for PCs and Software Used by CONTRACTOR for all Recordkeeping and Reporting for the Services and Agreement. CONTRACTOR agrees to obtain and maintain all computer hardware and software necessary to meet the requirements of Paragraph 18 in its entirety with respect to COMMISSION's evaluation and contract management system. CONTRACTOR is required to contact COMMISSION's designated contractor for its evaluation and contract management system prior to the commencement of work pursuant to this Agreement to ensure that CONTRACTOR's computer hardware and software is capable of meeting CONTRACTOR's evaluation and contract management system obligations. In the event that CONTRACTOR's existing equipment does not meet the necessary standards, CONTRACTOR is required to obtain all requisite hardware and software to ensure its compliance with Paragraph 19 of this Agreement.

8.4 Staffing Obligations for Services. COMMISSION and CONTRACTOR agree that the Scope of Work, the level and description of Services, and the classification, number, and qualifications of personnel and staff necessary for the Services, and budget for staffing to be provided by CONTRACTOR in furtherance of the Strategic Plan and the Act are set forth in the Exhibits. CONTRACTOR agrees to provide the level and type of staffing, facilities, equipment and supplies necessary to provide the Services and meet the outcomes set forth in these Exhibits. CONTRACTOR shall perform continuously throughout the term of this Agreement in conformity with this Agreement, including all Exhibits.

8.4.1 Staffing Conferences. At ADMINISTRATOR's request, CONTRACTOR agrees to send appropriate staff to attend orientation session(s) and/or progress meeting(s) arranged and/or given by COMMISSION and/or ADMINISTRATOR. A requested meeting shall occur at a time and place mutually agreeable between the parties.

8.4.2 Personnel Disclosure. If requested by ADMINISTRATOR, CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing Services or performing any work under this Agreement, including personnel of any Subcontractor. Changes to the list shall be immediately provided to ADMINISTRATOR. CONTRACTOR shall prepare and maintain up-to-date personnel records and information about its employees and, if requested by ADMINISTRATOR and to the extent permitted by applicable laws, make available to ADMINISTRATOR the following information/records:

(a) The required list of personnel, including any Subcontractor, shall include each of the following:

(i) All full time staff positions and all part-time staff positions by title, including volunteer positions, who are assigned to, performing under, and/or providing Services.

(ii) The qualifications and experience, including professional degree(s) and required licensing, if applicable, required for each position.

(iii) The language skill(s), if applicable, of the personnel, such as bi-lingual, sign language, Braille, or other communication skills.

(b) CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff providing Services under this Agreement when the information becomes known to CONTRACTOR.

8.4.3 **CONTRACTOR To Maintain Complete Records re Personnel.**

CONTRACTOR shall maintain complete and accurate records relating to all personnel listed (or required to be listed) in Subparagraph 8.4.2 above. The record keeping shall include evidence that CONTRACTOR has conducted adequate pre-employment (pre-volunteer) screening, such as information CONTRACTOR has conducted or caused to be conducted on each employee a pre-employment/hiring background check and CONTRACTOR has taken all reasonable steps to assure all employees (and volunteers) assigned to perform Services under this Agreement are suitable to perform the work and do not pose a reasonably foreseeable risk of harm to children or other persons receiving or participating in the Services. CONTRACTOR acknowledges it has a duty to disclose to COMMISSION and ADMINISTRATOR information within its knowledge that may pose a reasonably foreseeable risk of harm to children. Nothing in the above provisions shall obligate CONTRACTOR to disclose to COMMISSION or ADMINISTRATOR confidential personnel information about employees (or volunteers) except and to the extent disclosure is permitted by applicable laws or authorized by judicial or administrative order. Further, nothing in the above provisions shall affect or modify the provisions of this Agreement affirming the independent contractor status of CONTRACTOR.

8.5 **Implementing Exhibits.** As directed by ADMINISTRATOR during the term of this Agreement and pursuant to the Exhibits CONTRACTOR will be required to prepare and submit to ADMINISTRATOR certain planning and implementing documents regarding the Services under this Agreement aimed toward achieving the outcomes set forth in the Work Plan, Exhibit A-1. The planning and implementing documents may include, but not be limited to, service plan(s), and/or business plan(s), and/or supplements to the Work Plan, each of which may clarify and/or further describe and define the Services required under this Agreement and date(s) required for performance of certain tasks which comprise the Services. As each implementing document is prepared by CONTRACTOR and submitted to, reviewed by, and approved by ADMINISTRATOR, it shall become and be deemed to be part of the Exhibits to and fully incorporated as a part of this Agreement. CONTRACTOR shall perform and meet the tasks and requirements set forth in all Exhibits as performance obligations of this Agreement.

9. **GENERAL TERMS AND CONDITIONS.**

9.1 **Compliance with Laws.** CONTRACTOR shall provide all Services in accordance with all applicable federal and state laws, statutes and regulations and local ordinances and resolutions. CONTRACTOR shall comply with the Act, and all laws, rules or regulations applicable to the Scope of Work and provision of Services, as any may now exist or as changed or added after the Date of Agreement.

9.2 **Familiarity with Work.** By executing this Agreement and prior to performing or providing any Services, CONTRACTOR warrants and shall be satisfied that (a) it has thoroughly investigated and considered the Services, (b) it has carefully considered how the Services should be performed, will be implemented, and will be completed, and (c) it fully understands the facilities, difficulties, and restrictions, attending carrying out the performance obligations of this Agreement. Should CONTRACTOR discover any latent or unknown conditions materially differing from those inherent in the work or as represented by COMMISSION or ADMINISTRATOR, it shall immediately inform COMMISSION in writing of this fact and shall not proceed except at CONTRACTOR's risk until written instructions are received from ADMINISTRATOR.

9.3 **Care of Work.** CONTRACTOR shall adopt reasonable methods during the term of this Agreement to furnish continuous protection to the property (real and personal property), facilities, equipment, and persons providing and/or receiving Services, and to the work product, records, and other papers to prevent losses or damages. CONTRACTOR shall be responsible for all losses or damages, to persons or property (including real property, personal property, both tangible and intangible), except the losses or damages as may be caused by COMMISSION's sole negligence. The performance of Services by CONTRACTOR shall not relieve CONTRACTOR from any obligation to correct any incomplete, inaccurate, or defective work or service at no further cost to COMMISSION, when the inaccuracies are due to the negligence, action, or inaction of CONTRACTOR.

9.4 **Severability.** If a court of competent jurisdiction declares any provision of this Agreement or its application to any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal, state, or county statute, ordinance, or regulation, the remaining provisions of this Agreement or its application shall remain valid, and the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.

9.5 **California Law.** This Agreement shall be construed and interpreted both as to validity and to performance in accordance with the laws of the State of California. Legal actions concerning any default, dispute, interpretation, declaration of rights, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in the county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of the court in the event of any action.

9.6 **Waiver.** No delay or omission in the exercise of any right or remedy of a non-defaulting party on any default shall impair any right or remedy or be construed as a waiver. One party's consent or approval of any act by the other party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary the party's consent to or approval of any subsequent act of the party. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

9.7 **Rights and Remedies Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of the rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

9.8 **Covenant Against Discrimination.** In the performance of this Agreement, CONTRACTOR shall not engage in, nor permit any employee or agent to engage in discrimination in employment of persons or provision of services or assistance, nor exclude any person from participation in, nor deny any person the benefits of, nor or subject any person to discrimination under any program or activity funded in whole or in part with COMMISSION funds on the grounds of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender or sexual orientation, except as permitted by applicable provisions of Federal and State law. CONTRACTOR shall comply with Title II of the Americans with Disabilities Act, (42 U.S.C. §12101, *et seq.*) as it relates to public accommodations.

9.9 **Legal Action.** In addition to any other rights or remedies, either party may take legal action, at law or at equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

9.10 **Attorneys' Fees.** If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs of suit from the non-prevailing party.

9.11 **Waiver of Jury Trial.** Both COMMISSION and CONTRACTOR agree and acknowledge that each is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, expressly and knowingly waives and releases all rights to trial by jury in any action, proceeding or counterclaim brought by any party against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters of any kind or type arising out of or in any way connected with this Agreement and/or any other claim of injury or damage.

9.12 **Use of Commission Name and Logo.** Funded and partnering organizations are required to use the Commission's name and logo on all materials, promotional information and products that relate to Commission-funded program(s), unless otherwise agreed to between CONTRACTOR and ADMINISTRATOR at ADMINISTRATOR's sole discretion. CONTRACTOR shall comply with COMMISSION's guidelines related to the use of COMMISSION's name and logo as stated in its Policies and Procedures Guide.

9.13 **Time of Essence.** Time is of the essence in the performance of this Agreement.

9.14 **No Broker or Finder's Fee.** CONTRACTOR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

9.15 **No Use of Funds for Lobbying.** CONTRACTOR shall not expend any monies paid or payable under this Agreement for the purpose of influencing or attempting to influence an officer, member, or employee of COMMISSION, a member of the Orange County Board of Supervisors, any County of Orange officer or employee, any member or employee of the State Commission, any member of the State legislature or member of Congress, or any other officer or employee of any public agency or entity, in connection with the awarding of any contract, the making of any contract, the entering into of any cooperative agreement, and/or the extension, continuation, renewal, amendment, or modification of any contract, loan, or cooperative agreement.

9.16 **Constitutional Use of Funds.** As an express condition to this Agreement, CONTRACTOR agrees that the funds provided by COMMISSION to CONTRACTOR shall not be used to promote any religion, religious creed or cult, denomination, sectarian organization or religious belief or to fund any proselytizing activities. The parties agree the above covenant is intended to and shall be construed for the limited purpose of assuring compliance with respect to the use of COMMISSION funds by CONTRACTOR with applicable constitutional limitations respecting the establishment of religion as set forth in the establishment clause under the First Amendment of the United States Constitution and Article I, Section 4 of California Constitution, and is not in any manner intended to restrict other activities of CONTRACTOR.

9.17 **Child Abuse Reporting.** CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, agents, or Subcontractors performing Services under this Agreement, report child abuse or neglect to a child protective agency as defined in Penal Code Section 11165.9 to the extent required by applicable law. CONTRACTOR shall require each employee, volunteer, agent, and Subcontractor who provides Services to or for CONTRACTOR in implementation of the Scope of Work described in Exhibit A and funded by this Agreement (to the extent the person(s) are legally subject to the requirements), to sign a statement acknowledging the reporting requirements and to comply with the provisions of the code requirements to the extent required by applicable law.

9.18 **CONTRACTOR Cooperation with Other COMMISSION Service Providers.** A goal of COMMISSION and its Strategic Plan is to develop an integrated quality service system to ensure access to a quality child and family support services delivery system for Orange County children from the prenatal stage to age five. CONTRACTOR agrees to cooperate reasonably with COMMISSION and ADMINISTRATOR to achieve the objectives of the Strategic Plan and support COMMISSION by forming cooperative partnerships to serve prenatal through age five children and their families with other services funded through COMMISSION.

9.19 **Political Activity.** CONTRACTOR agrees that the funds provided by this Agreement shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

9.20 **Child Care Provider Notification; Admission Procedures and Parental and Authorized Representative's Rights.** If applicable to the Services, CONTRACTOR shall establish and carry out the requirements of California Code of Regulations (CCR) Title 22 relating to child care providers and provision of licensed child care, day care, or other early care and education. If applicable, CONTRACTOR shall comply with CCR Title 22, Section 101218.1 to ensure all parents and authorized representatives of minor children, in particular children prenatal through age five receiving Services under this Agreement, are notified regarding any employee, volunteer, consultant, or agent of CONTRACTOR with a criminal record exemption. In accordance with applicable laws and regulations CONTRACTOR shall (i) post a current copy of the California Department of Social Services (CDSS) Parents' Rights Poster in a prominent location; (ii) provide all parents and authorized representatives current copies of all CDSS notification forms and retain all parent signature or acknowledgement portions of those forms in the child's file; (iii) provide parents and authorized representatives on request the name of any adult associated with CONTRACTOR (including any employee, volunteer, consultant or agent of CONTRACTOR) who has been granted a criminal record exemption and that person's relationship to CONTRACTOR. To the extent required by applicable laws and regulations, CONTRACTOR shall document parent and authorized representative requests regarding criminal exemption and retain the documentation, jointly signed by an authorized representative of CONTRACTOR and the parent or authorized representative, in the child's file.

10. **REPRESENTATIONS AND WARRANTIES OF CONTRACTOR.** CONTRACTOR makes the following representations and warranties to COMMISSION. These representations and warranties are ongoing and CONTRACTOR shall advise ADMINISTRATOR in writing if there is any change pertaining to any matters set forth or referenced in the following Subparagraphs 10.1 through 10.6, inclusive.

10.1 **No Conflict.** To the best of CONTRACTOR's knowledge, participation by public officials of CONTRACTOR entity in the negotiation, consideration and action on this Agreement and CONTRACTOR's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which CONTRACTOR is a party or by which it is bound, nor is there a conflict of interest under the California Political Reform Act, Government Code Section 81000, *et seq.* and Section 87100, *et seq.*, or Government Code Section 1090, *et seq.*

10.1.1 CONTRACTOR agrees that no officer, employee, agent or assignee of COMMISSION having direct or indirect control of any monies allocated by COMMISSION, inclusive of the subject funds, shall serve as an officer or director of CONTRACTOR without the express written acknowledgement of COMMISSION.

10.1.2 Further, any conflict or potential conflict of interest of any public official of CONTRACTOR shall be fully disclosed in writing prior to the execution of this Agreement and shall be attached to and become a part of this Agreement.

10.2 **No Bankruptcy.** CONTRACTOR is not the subject of any current or threatened bankruptcy.

10.3 **No Pending Legal Proceedings.** CONTRACTOR is not the subject of a current or threatened litigation that would or may materially affect CONTRACTOR's performance under this Agreement.

10.4 **Application Veracity.** All provisions of and information provided in CONTRACTOR's application for funding submitted to COMMISSION including exhibits are true and correct in all material respects.

10.5 **No Pending Investigation.** CONTRACTOR is not aware that it is the subject of any current or threatened criminal or civil action investigation by any public agency, including without limitation a police agency or prosecuting authority, related, directly or indirectly, to the provision of Services under this Agreement.

10.6 **Licenses and Standards.** CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, any local jurisdiction in which it may do business and/or provide Services, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR shall only contract with Subcontractors that are duly licensed, insured, and qualified to provide Services under this Agreement, as applicable. Further, CONTRACTOR warrants that its employees, agents, contractors, and Subcontractors shall conduct themselves in compliance with the laws and licensure requirements including, without limitation, compliance with laws applicable to non discrimination, sexual harassment, and ethical behavior.

10.6.1 **Failure to Obtain or Maintain Licenses.** CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any of the permits, licenses, approvals, certificates, waivers and exemptions. The inability shall be cause for termination of this Agreement by COMMISSION or ADMINISTRATOR.

11. **[Intentionally Omitted].**

12. **CONFIDENTIALITY.** CONTRACTOR and COMMISSION shall maintain the confidentiality of all records, including any hard copies, and/or electronic or computer based data, and/or audio and/or video recordings, in accordance with all applicable state and federal codes and regulations relating to privacy and confidentiality, with COMMISSION's adopted Confidentiality and Data Sharing Protocol relating to privacy and confidentiality, as each now exists or may be amended after the Date of Agreement, and as may be required by any other funding sources allocated through this Agreement.

12.1 **CONTRACTOR Obligation.**

12.1.1 All records and information concerning any and all persons referred to CONTRACTOR by COMMISSION or COMMISSION's designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and volunteers.

12.1.2 CONTRACTOR shall require its employees, agents and volunteers to sign an acknowledgement or other certification which certifies that they will keep the identities and any information with respect to any and all service recipients of CONTRACTOR related to services authorized under this Agreement confidential except as may be required to provide Services under this Agreement to comply with any reporting and auditing requirements specified in this Agreement, and any other information required by COMMISSION in the administration of this Agreement, and as otherwise permitted by law.

12.1.3 CONTRACTOR agrees that any and all approved subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

12.1.4 CONTRACTOR shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision that any person knowingly and intentionally violating the provisions of federal, state or local confidentiality laws may be guilty of a crime and/or subject to civil action.

12.2 **COMMISSION Obligation.** COMMISSION shall maintain the confidentiality of patient or service recipient records made available pursuant to this Agreement in accordance with all provisions of the law, and regulations promulgated in implementation of these laws, relating to privacy and confidentiality, and the customary standards and practices of government third-party payors. CONTRACTOR acknowledges this confidentiality may be limited by public records and freedom of information laws.

12.3 **Authorized Data Sharing.** The provisions of Subparagraphs 12.1.1, 12.1.2, 12.1.3 and 12.1.4 are not applicable to authorized data sharing pursuant to COMMISSION funded projects.

13. **INTERPRETATION OF CONTRACT REQUIREMENTS.** If either party or the parties together identify a term or provision under this Agreement which is subject to interpretation or requires clarification or additional direction, the interpretation issue shall be identified in writing by either party and submitted to the other party, then CONTRACTOR's representative(s) and ADMINISTRATOR shall meet and seek to resolve the interpretation issue to the mutual satisfaction of the parties. In this regard, ADMINISTRATOR is vested with the right to issue interpretation(s) and waiver(s) and modification(s) to the terms and provisions of this Agreement so long as the

interpretation(s) and waiver(s) and modification(s) does/do not substantively or materially amend or modify this Agreement. If the interpretation issue is not or cannot be disposed of within a reasonable period of time between CONTRACTOR's representative(s) and ADMINISTRATOR, or other staff designee, the matter may be brought to the attention of COMMISSION, as elected by the ADMINISTRATOR. If consensus cannot be reached through this application, either party may assert its other rights and remedies within this Agreement or within a court of competent jurisdiction. COMMISSION and CONTRACTOR agree that, in the event of an interpretation issue, they will continue without delay to carry out all their responsibilities under this Agreement that are not affected by the issue.

14. REPORTING REQUIREMENTS.

14.1 **Reports.** Separate from any separate reports specified in the Project Summary, Exhibit A, or the Work Plan, Exhibit A-1, CONTRACTOR shall prepare and submit to ADMINISTRATOR reports concerning the performance of the Services required by this Agreement and any other reports as ADMINISTRATOR may reasonably require.

14.2 **Ancillary Reporting Requirement Related to Enforcement of Child Support Obligations.**

14.2.1 **County Requirements.** In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:

(a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;

(b) in the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

(c) a certification that contractor has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

(d) a certification that contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

14.2.2 **Failure to Comply Breach.** The failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 14.2.1 (a), (b), (c), or (d), or to comply with all federal and state employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from the County of Orange (or COMMISSION) shall constitute grounds for termination of this Agreement.

14.2.3 **Use of Data Solely for Government Enforcement of Child Support Orders.** It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

14.2.4 **Exemptions.** Agreements with public entities shall be exempt from the requirements of Subparagraph 14.2, above. Additionally, for agreements with non-profit

organizations which have no owners, the Agreement will be exempt from the owner's personal information requirements.

15. **AUDITS.** CONTRACTOR shall prepare and maintain adequate records of its performance under this Agreement in sufficient detail to permit an evaluation of the work and Services and an audit of records as described in this Agreement.

15.1 **Fiscal Audit of Contract.** CONTRACTOR shall employ an independent, licensed Certified Public Accountant ("CPA") who shall prepare and file with ADMINISTRATOR a "Fiscal Audit" of this Agreement that shall include a review of the invoices submitted and paid for the reasonable cost of Services under this Agreement and a sampling (test) of the supporting documentation.

15.1.1 **Multi-Year Funding.** For multi-year funding agreements there shall be a Fiscal Audit completed for each year, and each annual Fiscal Audit shall become due sixty (60) days after the anniversary date of the Date of this Agreement, with the final Fiscal Audit due sixty (60) days from the end of the term of the Agreement or earlier date of termination of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree via email to extend the date by which each Fiscal Audit is due.

15.1.2 **Retention Amount.** Upon successful completion of each Fiscal Audit, ADMINISTRATOR shall release the applicable Retention Amount.

15.1.3 **Scope of CPA Opinion for Fiscal Audit.** CONTRACTOR shall require the CPA who completes each Fiscal Audit to provide an unqualified professional written opinion that states whether the invoices for payment submitted by CONTRACTOR under this Agreement were for actual and reasonably necessary costs and expenses to pay for work performed or goods purchased pursuant to the terms and conditions of this Agreement and that the indirect cost rate applied to staffing for invoices submitted and paid, if any, is in accordance with the requirements of Subparagraph 16.5. CONTRACTOR shall ensure that corrective action is taken with respect to audit exceptions, if any, for lack of internal controls or adequate procedures noted in the Fiscal Audit within six (6) months after issuance of the applicable Fiscal Audit report.

15.2 **Retention Amount Withheld Pending Timely and Successful Completion of Each Fiscal Audit.** The Retention Amount shall be withheld pending timely and successful completion of each Fiscal Audit described in this Paragraph 15.

15.3 **Other and Additional Auditing Authority—Retention of Rights to Audit Performance under Agreement.** COMMISSION and ADMINISTRATOR and their authorized representatives, and the State Commission and any of its authorized representatives, reserve all rights and shall have access to any books, documents, papers and records, including medical records, of CONTRACTOR (and any Subcontractor) which any of them may determine to be pertinent to this Agreement for the purpose of financial monitoring or any audit conducted by an independent CPA concerning CONTRACTOR and its performance under this Agreement (including any Subcontractor.) Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

15.4 Availability of Records for Auditing Purposes. In the event that CONTRACTOR's corporate headquarters and its financial records are located outside the borders of Orange County, California, then CONTRACTOR shall make available its books and financial records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR for any audit purposes under this Agreement. All CONTRACTOR's books of accounts and records related and applicable to any costs of Services, client fees, charges, billings and revenues received directly or indirectly related to the Services shall be made available at one (1) location within the limits of the County of Orange. All records specified in this Subparagraph 15.4 and maintained pursuant to the terms of this Agreement shall be made available, after appropriate advance notice and during the party's normal business hours, to designated representatives of the Auditor General of the State of California, the State of California Children and Families Commission, an entity independent of the State of California, COMMISSION, an entity independent from the County of Orange, and any other entities as required by State statute or court order. In the event CONTRACTOR does not make available its books and financial records for the Services within the borders of Orange County for the Fiscal Audit, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COMMISSION, or ADMINISTRATOR, or their designee(s) necessary to obtain, review, and audit CONTRACTOR's books and financial records.

15.5 Monitoring. COMMISSION, ADMINISTRATOR, and the State Commission and/or their representatives are authorized to conduct on-site monitoring at their discretion during reasonable times, including the option of unannounced on-site monitoring as elected in the Exhibits. Monitoring activities may also include, but are not limited to, questioning employees (and volunteers) and participants for the subject Services and entering any premises or any site in which any of the Services funded by this Agreement are conducted or in which any of the records of CONTRACTOR (or any Subcontractor) are kept. Nothing in this Agreement shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

16. MAXIMUM PAYMENT OBLIGATION. The "Maximum Payment Obligation" of COMMISSION to CONTRACTOR under this Agreement shall be Fifty Five Thousand Dollars (\$55,000) or the actual reasonable cost incurred and paid for performance of the Services, whichever is *less*.

16.1 Multi-Year Contracts. For multi-year contracts, the Maximum Payment Obligation for each period shall be as follows:

16.1.1 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2013 through June 30, 2014 shall be \$27,500.

16.1.2 The Maximum Payment Obligation of COMMISSION to CONTRACTOR for the services to be provided for the period July 1, 2014 through June 30, 2015 shall be \$27,500.

16.2 Initial Payment. ADMINISTRATOR may, in his/her sole discretion, make an initial payment to CONTRACTOR in an amount(s) not to exceed twelve and a half percent (12.5%) of COMMISSION's Maximum Payment Obligation for the first year of funding upon receipt of a written request(s) by CONTRACTOR. Request(s) shall be accompanied by the justification as ADMINISTRATOR may require. ADMINISTRATOR may approve subsequent requests for initial payment(s) not to exceed twenty-five percent (25%) of any budget period, contingent upon CONTRACTOR having repaid all prior initial payment amounts in any prior budget period. The initial payment is intended to cover initial costs that are estimated to have been incurred or are

expected to be incurred in the performance of Services by CONTRACTOR. ADMINISTRATOR may, in his/her sole discretion, deduct the initial payment(s) from any one or more subsequent payments owed to CONTRACTOR during the term of this Agreement. If, at the end of the term of this Agreement, there is any balance of the initial payment not deducted from subsequent payment requests, CONTRACTOR shall owe and shall immediately refund said monies to COMMISSION.

16.3 Provisional Payment. At ADMINISTRATOR's sole discretion, CONTRACTOR may submit an invoice prior to the beginning of the mutually agreed upon billing period to perform the Services required by this Agreement, and COMMISSION shall pay CONTRACTOR's provisional payment invoice within a reasonable period of time estimated to be thirty (30) days after receipt of a correctly completed invoice. CONTRACTOR shall submit to ADMINISTRATOR a reconciliation of actual costs incurred during the billing period covered by the provisional payment no later than ninety (90) days after the provisional payment invoice is submitted or within thirty (30) days of the end date of this Agreement, whichever is earlier. Any overpayment resulting from a Provisional Payment(s) and subsequent reconciliation of actual cost incurred for the period shall be deducted from subsequent invoices submitted by CONTRACTOR; or, repaid by CONTRACTOR to COMMISSION in accordance with the provisions of Paragraph 17 below.

16.4 Billing/Payment Interval. COMMISSION shall pay CONTRACTOR installment payments monthly or quarterly in arrears, at ADMINISTRATOR's sole discretion, for actual reasonable costs incurred and paid by CONTRACTOR to perform the Services required by this Agreement in accordance with the amounts and categories specified in the Project Budget, Exhibit B, for the Services; provided, however, that payments for each line item shall not exceed the amount specified, and provided however, ADMINISTRATOR may approve adjustments of the amount set forth within each line item, so long as the total of all amounts within all line items, as adjusted, shall not exceed COMMISSION's Maximum Payment Obligation. Notwithstanding the monthly or quarterly installment payment(s) and exclusive of the initial payment and/or the provisional payment (if any), an amount equal to ten percent (10%) of each monthly or quarterly installment invoice shall be withheld by COMMISSION through ADMINISTRATOR as the Retention Amount (defined in Subparagraph 16.7 below) pending the timely and successful completion of each Fiscal Audit as more fully described in Paragraph 15. The total of all installment payments and provisional payments shall not exceed COMMISSION's Maximum Payment Obligation.

16.5 Indirect Cost Rate. CONTRACTOR shall apportion any indirect costs attributable to this Agreement determined by the Maximum Payment Obligation solely attributable and allocable to Services under this Agreement as the percentage of CONTRACTOR's total revenue received during the previous fiscal year. Notwithstanding anything to the contrary, CONTRACTOR's indirect cost rate shall in no event exceed ten percent (10%) of the applicable funding under this Agreement.

16.6 Invoices. CONTRACTOR shall submit completed invoices monthly or quarterly upon a form approved or supplied by ADMINISTRATOR.

16.6.1 Each monthly or quarterly invoice shall be submitted with an express written certification by CONTRACTOR representing and affirming to COMMISSION the following: (1) CONTRACTOR has and maintains accurate records evidencing the requested quarterly payment, including without limitation the following: (a) original invoice(s), (b) original and/or true copies of source documents including, *inter alia*, statement of work performed, itemized on a monthly basis, general ledgers, supporting journals, time sheets, invoices, canceled checks (if received) or bank

statements, receipts, and receiving records, and (c) originals and/or true copies of other receipts, agreement(s), or other documentation supporting and evidencing how the funds have been expended during the applicable quarter; provided however, for the first monthly or quarterly payment ADMINISTRATOR in his/her sole discretion may consider and approve an invoice from CONTRACTOR that includes reimbursement of CONTRACTOR expenses incurred prior to the Date of Agreement, as more fully set forth in the Project Budget, Exhibit B; and (2) the Services provided during the preceding quarter (or other period for which payment is requested) have not and do not supplant existing services but in fact enhance or establish new services to Orange County's prenatal through age five children.

16.6.2 CONTRACTOR shall maintain, at CONTRACTOR's facility, source documentation for all invoices including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

16.6.3 COMMISSION shall exercise reasonable efforts to cause the monthly or quarterly payments to be released within a reasonable time period from submittal of a complete invoice and current compliance with quarterly reporting obligations of Paragraphs 14 and 19, approximately thirty (30) days after receipt of the invoice.

16.7 Retention Amount. CONTRACTOR expressly acknowledges and agrees that an amount equal to ten percent (10%) of each monthly or quarterly invoice attributable and allocable to Services ("Retention Amount") shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15. At ADMINISTRATOR's sole discretion; in place of an amount equal to ten percent (10%) of each monthly or quarterly invoice attributable and allocable to Services withheld pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15; CONTRACTOR's entire final monthly or quarterly invoice may be withheld as the Retention Amount.

16.8 Final Invoice/Settlement. With the exception of the Retention Amount payment which may occur after the following date, any and all final invoices for Services must be received by ADMINISTRATOR no later than sixty (60) days after the end of the term of this Agreement or sixty (60) days from the date of the earlier termination under this Agreement. Invoices for Services received after this date and time may not be processed for payment or reimbursed. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to modify the date upon which the final invoice must be received.

16.9 Source of COMMISSION Funding. CONTRACTOR knowingly and expressly acknowledges and agrees that the sole source of funding provided and to be provided pursuant to this Agreement is and shall only be from monies allocated, received, and available to COMMISSION from the surcharges, taxes, and revenues collected and allocated to COMMISSION through the provisions of the Act, unless otherwise expressly stated in Exhibit A. To the extent, if at all, any or all provisions of the Act are found invalid, stayed, tolled, or are modified by litigation, subsequent initiative, or legislation, and the funding provided for under this Agreement is affected, then COMMISSION is and shall be relieved of obligations under this Agreement, or this Agreement shall be modified and/or amended to conform to the changes, if any, to the Act, as elected by COMMISSION. If COMMISSION is not allocated and/or does not receive adequate funding for its performance under this Agreement, then COMMISSION shall be relieved of obligations under this

Agreement, or this Agreement shall be amended to conform to the changes, if any, in funding allocations or changes, if any, to the Act, as elected by COMMISSION.

16.10 Leveraging Funds. For program sustainability, CONTRACTOR shall make all reasonable efforts to secure State of California and/or federal funds including, but not limited to certain State of California programs known to both parties as County-based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) where COMMISSION funds may be properly identified and used as a required eligible funding source to draw down such other funds. CONTRACTOR agrees that funds from this Agreement shall be used to perform CMAA and/or TCM claimable activities and that state and/or federal funds received as the direct result of its leveraging efforts shall be used for sustainability of and be reinvested in CONTRACTOR's COMMISSION funded programs. In order to receive CMAA or TCM funds, CONTRACTOR shall sign and maintain an agreement for the provision of CMAA or TCM Services with the County of Orange Health Care Agency (County) and comply with all County contracting requirements. CONTRACTOR shall not use COMMISSION funds identified as a match for another funding source for the purposes of drawing down CMAA or TCM funds.

16.11 PROGRAM FEES

16.11.1 The parties agree that the following guidelines apply in the event fees of any amount are charged by CONTRACTOR to COMMISSION's target population of Orange County's children 0-5 and their families (program participants) for any service(s) provided under this Agreement.

16.11.2 CONTRACTOR shall not charge fees to COMMISSION's program participants prior to obtaining ADMINISTRATOR's acknowledgement in writing.

16.11.3 CONTRACTOR shall advise each COMMISSION program participant that fees may be charged and shall notify the program participant of any such fees prior to rendering services.

16.11.4 CONTRACTOR shall advise each COMMISSION program participant that all fees will be waived if the participant indicates an inability to pay and CONTRACTOR shall waive all fees if the program participant is unable to pay.

16.11.5 CONTRACTOR shall not deny services to any COMMISSION program participant for any reason, including program participant's inability to pay for services.

16.11.6 A full accounting of all fees charged and collected shall be documented by CONTRACTOR and shall be provided to ADMINISTRATOR upon request. At no time is CONTRACTOR permitted to collect fees for any purpose other than to continually provide services identified in this Agreement.

17. All fees collected shall be fully accounted for and included in CONTRACTOR's Fiscal Audit as described in Paragraph 15.1 of this Agreement. **OVERPAYMENTS.** Any payment(s) made by COMMISSION to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be immediately due to COMMISSION and repaid by CONTRACTOR. In this regard, CONTRACTOR shall make repayment on any overpayment within thirty (30) days after the date COMMISSION or ADMINISTRATOR requests the repayment in writing. CONTRACTOR

agrees to pay all fees and costs, including attorneys' fees, incurred by COMMISSION necessary to enforce the provisions set forth in this Agreement.

17.1 Offset Permitted. In the event an overpayment has been made or exists, ADMINISTRATOR may reconcile and offset the amount of the overpayment against the next installment payment due or against the final invoice amount due and to be paid, as elected in the sole discretion of ADMINISTRATOR. In the event the overpayment exceeds the final payment, the amount is immediately due and payable and CONTRACTOR shall pay COMMISSION the sum within five (5) days of written notice from ADMINISTRATOR. Nothing in this Agreement shall be construed as limiting the remedies of COMMISSION in the event that an overpayment has been made.

17.1.1 Offset Permitted under Subsequent Renewal or Other Pending Contract. COMMISSION's Strategic Plan is implemented through funding of various initiatives and certain contractors/funding recipients are and have been awarded multiple or renewed funding for services related and/or comparable to the Services provided under this Agreement. CONTRACTOR agrees that if this Agreement is either (i) a renewal contract related to prior funding to CONTRACTOR for services comparable to the Services, or (ii) CONTRACTOR has one or more other contracts pending with COMMISSION with term or terms concurrent in whole or in part with this Agreement, then in the event an overpayment has been made or exists under this Agreement ADMINISTRATOR may reconcile and offset the amount of the overpayment against monies payable under the renewal contract or other contract pending with COMMISSION.

18. RECORDS.

18.1 Maintain Complete Books and Records. CONTRACTOR shall keep the books and records as shall be necessary relating to the Services so as to enable ADMINISTRATOR to evaluate the cost and the performance under this Agreement. Books and records pertaining to costs shall be kept and prepared in accordance with Generally Accepted Accounting Principles (GAAP). ADMINISTRATOR, COMMISSION, and their staff, general legal counsel, and other COMMISSION consultants (as approved by ADMINISTRATOR) shall have full and free access to all books and records of CONTRACTOR (and any Subcontractor), pertinent to this Agreement, at all reasonable times, including the right to inspect, copy, audit and make records and transcripts from the records.

18.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records of its business operations and in particular all records related to the Services. Financial records shall be retained by CONTRACTOR for a minimum of three (3) years from the date of payment on the final invoice submitted by CONTRACTOR to ADMINISTRATOR under this Agreement or three (3) years after all pending audits are completed, whichever is *later*.

18.2 Separation of Accounts. All funds received by CONTRACTOR from COMMISSION pursuant to this Agreement shall be maintained in an account in a federally insured banking or savings and loan institution with record keeping of the accounts maintained pursuant to reasonable and prudent business practices. CONTRACTOR is not required to maintain separate depository accounts for funds; provided however, CONTRACTOR must be able to account for receipt, obligation and expenditure of all COMMISSION funds.

18.3 **Form of Records.** CONTRACTOR may retain records in any reasonable and customary format and/or form as mutually determined in writing between CONTRACTOR and ADMINISTRATOR. The following forms of records are acceptable and preapproved between the parties:

- (a) original hard copies;
- (b) information may be saved/retained electronically in a readily retrievable basis through a Microsoft Word™ 2007 or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California;
- (c) financial data and other spreadsheet information may be saved/retained electronically in a readily retrievable basis through a Microsoft Excel™ or comparable or compatible format in accordance and consistent with standard business practices, customs, and records retention procedures of businesses in Orange County, California; or
- (d) other technology for maintaining and transmitting records as approved in advance by ADMINISTRATOR.

18.4 **Release of Records.** The records of Services, data, surveys, drawings, specifications, reports, records, documents, evaluation reports and other materials prepared by CONTRACTOR in the performance under this Agreement shall not be released publicly without the prior written approval of ADMINISTRATOR or as required by law. CONTRACTOR shall not disclose to any other private entity or person any information regarding the activities of COMMISSION, except as required by law or as authorized by ADMINISTRATOR. Further, COMMISSION and CONTRACTOR acknowledge and agree that the nature of the Services performed by CONTRACTOR under this Agreement is subject to specific statutory requirements of the Act. The parties agree to fully comply with applicable laws and regulations.

18.5 **Ownership of Records.** Specialized methodology, formulae, software programs of CONTRACTOR and other intellectual processes which have been specifically designed and developed by CONTRACTOR and which were not funded by or assisted in the development by COMMISSION or its agents which shall be deemed proprietary in nature and shall be and remain the proprietary property of CONTRACTOR. All other documents, information, software, and intellectual property and records, including without limitation, the originals of all drawings, specifications, reports, records, data, surveys, documents and other materials, whether in hard copy or electronic form, which are prepared by CONTRACTOR, its employees, Subcontractors and agents in the performance of this Agreement, are shall be and remain the property of COMMISSION and shall be delivered to ADMINISTRATOR, as appropriate, upon the termination of this Agreement or upon the earlier request of ADMINISTRATOR. CONTRACTOR shall have no right for further contracts, additional employment or employees, or additional compensation of whatever kind or nature as a result of the exercise by COMMISSION of its full rights of ownership of the documents and materials under this Agreement. CONTRACTOR may retain copies of the documents and materials for its own use, but shall not enter into any contract or license for use or for payment of the documents. CONTRACTOR shall cause each Subcontractor, if any, to assign to COMMISSION any documents or materials prepared by it, and in the event CONTRACTOR fails to secure the assignment, CONTRACTOR shall indemnify COMMISSION for all damages suffered by the failure to obtain the assignment. COMMISSION agrees that, if necessary, it will undertake reasonable and appropriate steps to maintain the proprietary nature of CONTRACTOR's proprietary property, except as may be required by applicable laws.

18.6 **Inspection and Access to Records.** ADMINISTRATOR and any authorized COMMISSION representatives, any authorized representatives of the State of California, and/or First 5 California shall have access to CONTRACTOR's records for the purpose of monitoring performance and provision of the Services pursuant to this Agreement. CONTRACTOR shall make available its records within the borders of Orange County within ten (10) days after receipt of written demand by ADMINISTRATOR. In the event CONTRACTOR does not make available its records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable direct and indirect expenses incurred by COMMISSION or COMMISSION's designee(s) necessary to obtain CONTRACTOR's records.

19. **CONTRACTOR OBLIGATION TO PROVIDE DATA FOR COMMISSION'S EVALUATION AND CONTRACTS MANGEMENT SYSTEM.** CONTRACTOR acknowledges and agrees the Services funded by COMMISSION through this Agreement are part of a larger Strategic Plan which has as its primary focus and objective to ensure the overall physical, social, emotional, and intellectual health of children from the prenatal stage through age five. CONTRACTOR acknowledges that COMMISSION has retained the services of a qualified information technology contractor to create, operate, and maintain an evaluation and contracts management system relating to the programs and services provided by each and all of COMMISSION's funding recipients/service providers in order to gather and analyze data and create a reporting and outcomes system about all COMMISSION activities, programs and services provided by and through COMMISSION to the target population of prenatal through age five children in Orange County.

19.1 **Evaluation and Contracts Management System.** COMMISSION projects and all services funded by COMMISSION, including the Services under this Agreement, will collectively track service data related to client outcomes about Orange County children from prenatal through age five in furtherance of the goals and objectives of COMMISSION's Strategic Plan adopted pursuant to the Act. The process by which data is gathered and shared shall be through COMMISSION's internet-based evaluation and contracts management system. COMMISSION's designated contractor/consultant for its evaluation and contracts management system acts as an Application Service Provider ("ASP") on behalf of COMMISSION and its contractors/funding recipients, including CONTRACTOR, with respect to all Services-related data (and all other COMMISSION funded projects.) Through this separate contract, COMMISSION's designated contractor/consultant for its evaluation and contract management system has created and operates, and will continue to operate and maintain, the evaluation and contract management system relating to all COMMISSION projects.

19.1.1 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there may be individual client shared core data elements. It is the responsibility of each funding recipient, including CONTRACTOR, to participate in the evaluation and contracts management system using confidentiality and consent protocols approved by COMMISSION. CONTRACTOR agrees it shall cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system (or other information technology contractors); it shall provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system; and it shall utilize the evaluation and contracts management system(or other data system, as elected by

COMMISSION and its ADMINISTRATOR in their sole discretion) for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all services provided by CONTRACTOR and each and all of COMMISSION's funding recipients. The level of participation with the evaluation and contracts management system required by CONTRACTOR shall be determined by ADMINISTRATOR.

19.1.2 CONTRACTOR acknowledges and agrees that as a part of the integrated data structure of the evaluation and contracts management system in its performance under this Agreement (and the performance of all other COMMISSION contractors/funding recipients under separate agreements) there shall be project level reporting to COMMISSION with respect to CONTRACTOR's work plan through the evaluation and contracts management system' Administrative Management Module ("AMM"), and in some instances also through the evaluation and contracts management system' Client Level Data Module ("CLDM"), as set forth in the Work Plan, Exhibit A-1. CONTRACTOR agrees to participate in AMM, and if applicable to the Services to CLDM, and to cooperate with COMMISSION, ADMINISTRATOR, and COMMISSION's designated contractor/consultant for its evaluation and contract management system (or other information technology contractor(s)); and provide data to COMMISSION's designated contractor/consultant for its evaluation and contract management system, utilize the AMM, , and if applicable to the Services to CLDM, for reporting data related to or created by the Services provided under this Agreement in order for COMMISSION to track, analyze, and evaluate all Services provided by CONTRACTOR and each and all of COMMISSION's funding recipients.

19.2 **Confidentiality.** Nothing in the above provisions relating to collection and reporting to the evaluation and contracts management system shall require CONTRACTOR to release or disclose confidential health data or other patient identification which is expressly protected from disclosure by applicable federal and state laws; provided however, any applicable exception set forth in applicable federal or state laws which permits disclosure by CONTRACTOR to COMMISSION (through ADMINISTRATOR) of health or other data shall require disclosure by CONTRACTOR to COMMISSION and ADMINISTRATOR in order to input to the evaluation and contracts management system. COMMISSION advises CONTRACTOR that by the separate agreement between COMMISSION's designated contractor/consultant for its evaluation and contract management system and COMMISSION, COMMISSION's designated contractor/consultant for its evaluation and contract management system is required to, and shall, maintain the confidentiality of all evaluation and contracts management system data in accordance with all applicable California and Federal codes and regulations relating to confidentiality, privacy, and/or security standards of patient records and other health care information, as they now exist or may be enacted or amended after the Date of Agreement.

20. **OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS.** To the extent any intellectual property, tangible or intangible, is developed, created, or modified with the monies provided by COMMISSION under this Agreement, or is otherwise separately funded by COMMISSION under other projects, programs, contracts, or agreements and utilized by CONTRACTOR under this Agreement, COMMISSION does and shall own all right, title and interest (including patent rights, copyrights, trade secret rights, and other intellectual property rights throughout the world) relating to any and all the inventions (whether or not patentable), works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by CONTRACTOR pursuant to the scope of Services provided by CONTRACTOR to COMMISSION under this Agreement (collectively the "Inventions"). CONTRACTOR agrees it

shall promptly disclose all Inventions to COMMISSION. CONTRACTOR agrees to make all assignments and execute the legal documents necessary to accomplish the ownership and control for the benefit of COMMISSION. CONTRACTOR shall further assist COMMISSION, at COMMISSION's expense, to further evidence, record, and perfect the assignments and documentation, and to perfect, obtain, maintain, enforce, and defend any rights relating to the Inventions. CONTRACTOR irrevocably designates and appoints COMMISSION as its agent to lawfully perfect ownership and control of the Inventions (and if legally required for force and effect in order to perfect the ownership and control of the Inventions as its attorney-in-fact). As agent, COMMISSION may act for and on CONTRACTOR's behalf to execute and file any document and to do all other lawfully permitted and required acts to effect the ownership and control of the Inventions. If CONTRACTOR uses, provides, or discloses any of the Inventions when acting within the scope of CONTRACTOR's performance of Services or otherwise on behalf of COMMISSION, COMMISSION will have and CONTRACTOR grants COMMISSION a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to exercise all rights to the Inventions.

21. **COPYRIGHT ACCESS.** COMMISSION, the County of Orange, and the State of California shall have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use now and continuing in the future all material and work product (both tangible and intangible), if any, developed under this Agreement including those materials covered by copyright.

22. **NOTICES.**

22.1 **Method and Form of Notice.** Unless otherwise specified, all formal notices, invoices, claims, correspondence, or reports shall be addressed as follows:

COMMISSION: Children and Families Commission of Orange County
Contracts Manager
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

CONTRACTOR: See Exhibit A

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. Any notices addressed in any other fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change the addresses to which notices are sent.

22.2 **Advisory Notices Required.** Notwithstanding the provisions of this Agreement relating to Claims, CONTRACTOR shall notify COMMISSION, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature which may expose COMMISSION to liability. These occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COMMISSION property in possession of CONTRACTOR.

23. **RIGHTS OF TERMINATION.**

23.1 **Termination Without Cause by Either Party Prior to Expiration of Term.** This Subparagraph 23.1 shall govern termination of this Agreement by either party without cause. Termination for cause shall be governed by Subparagraph 23.2 and the default provisions of this Agreement.

23.1.1 COMMISSION and CONTRACTOR each reserve the right to terminate this Agreement at any time, without cause, upon fifteen (15) days' written notice to the other party. Upon receipt of a notice of termination without cause, CONTRACTOR shall immediately cease performance under this Agreement, including all Services, except the Services that may be specifically approved and delineated by ADMINISTRATOR. CONTRACTOR shall be entitled to compensation for that part of the Services rendered prior to receipt of the notice of termination and for the part of the Services, if any, authorized by ADMINISTRATOR after the notice in accordance with the Project Budget, Exhibit B, or other arrangement for compensation as may be approved by the ADMINISTRATOR in writing.

23.2 **Termination for Cause Due to Default of CONTRACTOR.** COMMISSION reserves the express right to terminate this Agreement for cause due to the default (as defined in Paragraph 24) by CONTRACTOR in its performance obligations under this Agreement. COMMISSION may in any notice of default advise CONTRACTOR it also intends to terminate the Agreement for cause. The notice of default from COMMISSION shall advise CONTRACTOR if COMMISSION intends to elect to terminate the Agreement and in this event CONTRACTOR shall immediately cease performance and provision of Services as of the date the notice of default is received or deemed received, whichever is earlier. In the event of termination, COMMISSION may, but is not required, to take over the work and prosecute the same to completion by contract or otherwise. Also, in the event of termination for cause, CONTRACTOR shall be liable to the extent that the total cost for completion of the Services required by this Agreement exceeds the compensation stipulated in this Agreement (provided that COMMISSION shall use reasonable efforts to mitigate damages), and COMMISSION expressly reserves the right to withhold any outstanding payments to CONTRACTOR for the purpose of set off or partial payment of the amounts owed COMMISSION as previously set forth in this Agreement.

24. **DEFAULT.**

24.1 **Default by CONTRACTOR.** Failure by CONTRACTOR to perform and/or comply with any provision, covenant, or condition of this Agreement shall be a default of this Agreement. In the event of default ADMINISTRATOR, in his/her sole discretion, may avail on behalf of COMMISSION (or COMMISSION may avail itself) of any remedies available at law, in equity, or otherwise specified in this Agreement (including immediate termination for cause as set forth above in Subparagraph 23.2 above) and may elect any of the following:

24.1.1 Afford CONTRACTOR a time period of fifteen (15) days from the date notice is mailed to cure the default, or to commence to cure the breach and diligently pursue to completion the cure of the breach within thirty (30) days of date notice is mailed; and/or

24.1.2 Discontinue payment and eligibility for payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which payment may not be entitled to later recovery; and/or

24.1.3 Offset against any funds invoiced by CONTRACTOR but yet unpaid by COMMISSION those monies disallowed pursuant to the above offset authority; and/or

24.1.4 Withhold from any monies payable to CONTRACTOR sufficient funds to compensate COMMISSION for any losses, costs, liabilities or damages it reasonably believes were

suffered by or have been incurred by COMMISSION due to the default of CONTRACTOR in the performance of the Services required by this Agreement.

25. REVERSION OF ASSETS.

25.1 Unencumbered or Unexpended Funds. Upon the termination or expiration of the term of this Agreement, CONTRACTOR shall transfer to COMMISSION any unexpended and unencumbered COMMISSION funds on hand at the time of the termination or expiration and any accounts receivable attributable to the use of subject funds.

25.2 Real or Personal Property Assets. Any real property or moveable or immovable personal property under CONTRACTOR's control or ownership that was acquired or improved in whole or in part with COMMISSION funds disbursed under this Agreement, the original cost of the property exceeded five thousand dollars (\$5,000) shall either be, at the election of ADMINISTRATOR: (1) used by CONTRACTOR for the Services or comparable services meeting the purposes of the Act and Strategic Plan for a period of five (5) years after termination or expiration of this Agreement, unless a longer period is specified in the Project Summary, Exhibit A; or (2) disposed of and proceeds paid to COMMISSION in a manner that results in COMMISSION being reimbursed in the amount of the current fair market value (assuming depreciation in accordance with customary business practices) of the real or personal property less any portion of the current value attributable to CONTRACTOR's out of pocket expenditures using non-commission funds for acquisition of, or improvements to, the real or personal property and less any direct and reasonable costs of disposition, including a reasonable and customary broker's fee incurred in listing and completion of sale of the asset.

25.2.1 In furtherance of the above provisions, if ADMINISTRATOR selects continued use of the capital asset, then CONTRACTOR agrees that it shall be subject to an ongoing operating and use covenant relating to the subject real or personal property. This covenant shall survive the termination or expiration of this Agreement and shall be actionable at law or in equity by COMMISSION against CONTRACTOR and its successors in interest.

25.2.2 In the event ADMINISTRATOR selects disposition of the subject real or personal property, then CONTRACTOR shall exercise due diligence to dispose of the property in conformity with applicable laws and regulations and in accordance with customary business practices. The net proceeds of the disposition shall be disbursed directly to and be payable to COMMISSION upon the close of the applicable disposition transaction, such as close of escrow for the sale of real property, transfer of motor vehicle "pink slip" in accordance with applicable California Vehicle Code requirements, or completion of sale of personal property by bill of sale in accordance with UCC requirements.

26. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which shall constitute but one and the same instrument. Faxed and/or electronically scanned signatures shall have the same force and effect as an original signature.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS, COMMISSION and CONTRACTOR have executed this Agreement in the County of Orange, State of California.

COMMISSION

CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY, a public body and legal public entity

Dated: _____ By: _____
Chair

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIR OF COMMISSION

By: _____
Susan Novak
Clerk of the Commission

Dated: _____

APPROVED AS TO FORM:
WOODRUFF, SPRADLIN & SMART

By: _____
James M. Donich, Commission Counsel

[Signature block for CONTRACTOR on next page.]

[Signature block continued from previous page.]

**RANCHO SANTIAGO COMMUNITY
COLLEGE DISTRICT (RSCCD), CHILD
DEVELOPMENT SERVICES (CDS), a California
college district**

Dated: _____

By: _____

Peter J. Hardash, RS Vice Chancellor,
Business Operations/Fiscal Services

RSCCD Board Approval Date: February 3, 2014

EXHIBIT A

PROJECT SUMMARY

**Rancho Santiago Community College District (RSCCD)
Agreement # FCI-CSP-03
First 5 California Child Signature Program (CSP)
Term: July 1, 2013 through June 30, 2015**

1. FUNDING RECIPIENT

Rancho Santiago Community College District (RSCCD),
Child Development Services (CDS)
A California College District
2323 N. Broadway, Suite 350-2
Santa Ana, CA 92706

Contact: Janneth Linnell, Executive Director, 714-480-7546,
linnell_janneth@rsccd.edu

Invoices/Documentation Contact: Janneth Linnell, Executive Director, 714-480-7546,
linnell_janneth@rsccd.edu

Signatories: Peter J. Hardash, Vice Chancellor Business Operations/Fiscal Services

2. BACKGROUND

The First 5 California Child Signature Program (CSP) provides funding for local commissions to increase quality in early learning programs for young children. The COMMISSION was applied to participate in the expanded program offered through the CSP Request for Application (RFA) #3. Through RFA CSP3 an expanded program opportunity to provide for “essential staff” and funding to support classrooms in achieving key program components was awarded.

3. PURPOSE AND SCOPE OF WORK

The purpose of this Agreement is to provide enhanced services to 34 subsidized early childhood programs in Orange County including family support services, screening and assessment of children, mental health services, training and technical assistance for teaching staff and case management.

CONTRACTOR has two (2) classrooms selected to participate in CSP3:

- Early Head Start Rancho SAC
- State Preschool Rancho SAC E CDC

CONTRACTOR has one (1) classroom selected to participate in Infant Toddler Training

CONTRACTOR shall provide Services described in Exhibit A to achieve the outcomes described in the Work Plan, Exhibit A-1, within the funding limitations of the Project Budget, Exhibit B, and the staffing described in Attachment 1 to Exhibit B. CONTRACTOR shall:

3.1 Participate in individualized teacher training and purchase curriculum-related materials and supplies.

EXHIBIT A

Page 1 of 3

3.2 Receive extensive training and coaching services.

3.3. Allow a Family Support Specialist hired through Children’s Hospital of Orange County to be located on the site to provide home visitation, resource and referral and case management services.

3.4 Complete the requirements for the CSP3 program, including managing staff requirements, completing surveys and forms, arranging and coordinating staff training release time, purchasing materials and participating in leadership meetings.

3.5 Complete the documentation requirements for the CSP3.

3.5.1 All Readiness Assessment results should have appropriate back-up documentation on-file at the site or administrative offices. This includes, but is not limited to a) teacher/teacher aide/director diplomas and transcripts, b) child and teacher assessment and screening results, c) copies of forms, policies and procedures and d) parent and staff training agendas/sign-in sheets (if applicable).

3.5.2 COMMISSION staff and sub-contractors will not collect or retain copies of Readiness Assessment documentation, with the exception of teacher/classroom assessments. It is the sole responsibility of the CSP programs to retain this information.

3.5.3 Both the COMMISSION and First 5 California may conduct site visits and/or audits to review program compliance. All documentation will need to be made available for these visits.

3.5.4 Any staffing or program changes should be reported to the COMMISSION immediately. Staffing or program changes that impact the readiness assessment results could result in CSP ineligibility.

3.6 Participate in a one-on-one local match.

3.6.1 Rancho Santiago Community College District CSP3 cash match obligation for the period July 1, 2013 through June 30, 2014 shall be \$175,000.

3.6.2 Rancho Santiago Community College District CSP3 cash match obligation for the period July 1, 2014 through June 30, 2015 shall be \$175,000.

3.7 CONTRACTOR acknowledges that CSP program service providers, under contract to the COMMISSION, will be providing CSP related services at CONTRACTOR’s sites and in the homes of the parents/children, and that these CSP service providers are required to maintain appropriate liability insurance coverage for all staff as required by their COMMISSION contracts, and will provide documentation of such liability insurance coverage to CONTRACTOR upon request, and that the CSP service providers will ensure that their staff have completed the necessary background check clearances, including fingerprint checks, and provide documentation of such clearances to CONTRACTOR upon request.

4 ATTACHMENTS TO EXHIBIT B

4.1 Staffing

4.2 Direct Project Expenses

4.3 Location of Services to be Provided

EXHIBIT A

Page 2 of 3

5. WAIVERS/AMENDMENTS TO AGREEMENT

None.

6. INVOICING/PAYMENT ELECTIONS

As of the Date of Agreement, the Parties mutually agree to the following invoicing/payment elections. Notwithstanding anything to the contrary and provided that any modifications to these elections do not alter the overall goals and basic purpose of the Agreement, and provided these modifications do not increase COMMISSION’s Maximum Payment Obligation during the term of the Agreement, ADMINISTRATOR and CONTRACTOR may, in accordance with the authority described in Section 2.2 of this Agreement; make future modifications to the following invoicing/payment elections.

6.1 Initial Payment. The Parties do not anticipate an Initial Payment request as described in Paragraph 16.2 of this Agreement.

6.2 Billing/Payment Interval. The Parties agree that the interval for Billing and/or Payment for this Agreement as described in Paragraph 16.4 is quarterly.

6.3 Retention Timing. The Parties agree an amount equal to ten percent (10%) of each quarterly invoice attributable and allocable to Services (“Retention Amount”) as described in Paragraph 16.7 shall be withheld by COMMISSION through ADMINISTRATOR pending the timely and successful completion and performance of each Fiscal Audit for the Services as described in Paragraph 15 of this Agreement.

7. FUNDING SOURCE AND ADDITIONAL REQUIREMENTS

7.1 The parties acknowledge that funding for this Agreement includes (federal funding, or California Child Signature Program grant funds).

7.2 The records retention period, as previously described in Subparagraphs 5, 5.1 and 18.1.1 of the Agreement, is hereby modified from three (3) years to five (5) years from the date of final disbursement of funds under this Agreement or the completion of any pending audits, whichever is *later*.

EXHIBIT A

Page 3 of 3

EXHIBIT A-1
July 1, 2013 through June 30, 2014
Child Signature Program 3 (CSP-3) Work Plan Template

Date of Draft: 10/28/13
 Commission Lead: Cinda Muckenthaler
 Work plan template approved by: Sharon Boles, Ph.D., Evaluation Manager, 10/28/13
 Work plan approved by: Sharon Boles, Ph.D., Evaluation Manager, 10/29/13

Part I. Organization / Collaborative Name	Project Name	Work Plan Contact Name	Contact's Phone and Email	Contract Number
Rancho Santiago Community College District	RSCCD - CSP 3	Janneth Linnell, Executive Director, Child Development Services	714.480.7546 jl92871@rsccd.edu	FCI-CSP-03
Part II. Project Abstract (a short description of the project):				
Participate in the Child Signature Program 3 project. Will coordinate with CSP Essential Staff to provide enhanced services to families and teaching staff.				
General GEMS Instructions				
<ul style="list-style-type: none"> • Monthly service update: Update ALL services every month whether or not you have provided a service during that month. Enter 0 New Clients and 0 Repeat Clients. For services, please record the dollars expended in that month. • Update beginning and end date: For each monthly update, the beginning date is the first day of the month and the end date is the last day of the month; e.g., July 1, 2013 - July 31, 2013. • By the 15th of the month, email excel sheet with CSP match dollars for the previous month to Dr. Sharon Boles, Evaluation Manager, at sharon.boles@cfoc.ocgov.com. Dr. Boles will then enter this information into the GEMS data system on your behalf. 				

Goal 4. CAPACITY BUILDING

Outcome	Indicator	Objective	Service	Program Data		Target #	Start Date	End Date	GEMS Instructions
				Unit	Client Type				
CB.1 Increase sustainability	Fund development	CB.1.1 Increase funds	CB1.1.1a CSP match dollars submitted	Dollars	Program	\$175,000	7/1/13	6/30/14	Clients: N/A Services: \$ expended in month reported Notes: Document and submit eligible match \$. Include brief description of funding source(s) and how \$'s are supporting CSP.

5.2 (39)

EXHIBIT B

PROJECT BUDGET

Rancho Santiago Community College District (RSCCD)	Funds Due 07/01/13 – 06/30/14	Funds Due 07/01/14 – 06/30/15
Staffing	\$10,000	\$10,000
Direct Project Expenses	\$17,500	\$17,500
Capital Equipment	\$0	\$0
Indirect/Administrative	\$	\$
Subcontracts	\$0	\$0
TOTAL FUNDS DUE	\$27,500	\$27,500

MAXIMUM PAYMENT OBLIGATION: \$55,000

EXHIBIT B

Page 1 of 1

Attachment 1 to Exhibit B

STAFFING TABLE

	7/1/13 - 6/30/14	7/1/14 - 6/30/15	Estimated
	FTE	FTE	Annualized
Position Title: Master Teacher and Teacher	Salary & Benefits	Salary & Benefits	Salary & Benefits
	N/A FTE	N/A FTE	
	\$5,000	\$5,000	\$10,000

Minimum Qualifications: Posses a Child Development Teacher Permit. Requirements for this permit include completion of 24 semester units of course work in Early Childhood Education/Child Development, including core courses plus 16 semester units of general education. Completion of 175 days of experience in an instructional capacity in a child care and development program, working at least 3 hours per day within the last 4 year; demonstration of basic skills proficiency; or completion of an Associate of Arts degree or higher in Early Childhood Education or Child Development or a related field, with a three semester unit supervising field experience in an early childhood education setting; or completion of equivalent training approved by the California Commission on Teacher Credentialing.

Job Duties: Provide services as described in subparagraph **3.6** of Exhibit A to this Agreement.

Position Title: Intern and Student Assistant	N/A FTE	N/A FTE	
	\$2,500	\$2,500	\$5,000

Minimum Qualifications: Completion of 9 to 24 units of Early Childhood Education/Child Development.

Job Duties: Provide services as described in subparagraph **3.6** of Exhibit A to this Agreement.

Position Title: Site Supervisor/Assistant Director	N/A FTE	N/A FTE	
	\$2,500	\$2,500	\$5,000

Minimum Qualifications: Posses a Child Development Site Supervisor Director Permit. Requirements for this permit include completion of an Associate of Arts degree or 60 units with 24 Early Childhood Education/Child Development units (including core courses). Six semester units in the administration and supervision of Child Development programs and two units of adult supervision.

Job Duties: Provide services as described in subparagraph **3.6** of Exhibit A to this Agreement.

Attachment 1 to EXHIBIT B

Attachment 1 to Exhibit B

Summary Table of Staffing Costs

Year 1
\$10,000

Year 2
\$10,000

2 Year TOTAL
\$20,000

5.2 (42)

Attachment 1 to EXHIBIT B

Page 2 of 2

Attachment 2 to Exhibit B

DIRECT PROJECT EXPENSES TABLE

Expense Type	Year 1	Year 2	1-2 sentence narrative description of expenses.
Category Supplies and Materials	\$17,500	\$17,500	Annual cost for supplies and materials to augment quality in the participating CSP classrooms.
Category			Annual cost for
Category			Annual cost for
Category			Annual cost for
Category			Annual cost for
Category			Annual cost for
Category			Annual cost for
Total Direct Project Expenses	\$17,500	\$17,500	

Attachment 2 to EXHIBIT B

5.2 (43)

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Educational Services

To:	Board of Trustees	Date: February 3, 2014
Re:	Approval of Contract with The Entrepreneurial Learning Initiative	
Action:	Request for Approval	

BACKGROUND

The Statewide BEC Director hosted an entrepreneurship training program for California community colleges interested in developing entrepreneurship programs on their campuses. The event, The Ice House – Operation Entrepreneurship, was held on January 9-10, 2014, and was a train-the-trainer model. The enclosed agreement is to purchase the instructional materials that the attendee colleges will be using to implement the program on their campuses.

ANALYSIS

As it is one of the goals of the Statewide BEC project to support development of new and existing entrepreneurship programs at California Community Colleges, grant funds have been allocated to purchase resources that will increase the colleges' capacity to provide entrepreneurship instruction. The enclosed contract with ELI will provide sufficient instructional materials at a reduced rate to support the colleges' effort to build their entrepreneurship programs.

Administrator: Enrique Perez. Project Director: Michael Roessler.

RECOMMENDATION

It is recommended that the Board approved this agreement and that the Vice Chancellor, Business/Operations/Fiscal Services or his designee be authorized to sign and authorize the contract on behalf of the district.

Fiscal Impact: \$70,000	Board Date: February 3, 2014
Prepared by: Sarah Santoyo, Director of Grants	
Submitted by: Enrique Perez, Assistant Vice Chancellor of Educational Services	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

Operation Entrepreneurship Project Implementation

This document, dated December 19, 2013, serves as a memorandum of understanding by Rancho Santiago Community College District (RSCCD) and the Entrepreneurial Learning Initiative, LLC (ELI) whereby these parties will work together to deliver the Operation Entrepreneurship Project (OE).

Facilitator Training

On January 9-10, 2014, ELI will provide a two-day Ice House facilitator training program in California in connection with the OE initiative in partnership with RSCCD and Solano Community College District. Participants who successfully complete the two-day training program will become authorized to facilitate the Ice House Entrepreneurship Program and Operation Entrepreneurship. These facilitators will be selected by RSCCD specifically for participation in the OE program. RSCCD will manage the process and share the information with ELI upon request. This paragraph describing the facilitator training is provided for informational purposes only and does not constitute part of the agreement for the Course Packs as defined below.

Licenses

RSCCD will purchase five hundred (500) Ice House Entrepreneurship Program Blended Course Packs at a discounted rate of \$140.00 per pack. Each blended course pack will include a printed copy of the Who Owns the Ice House book, a printed student companion workbook, and a unique access code that will provide access to the Ice House Entrepreneurship Program online course materials that will be implemented in the OE program (Course Packs). RSCCD may distribute the Course Packs only to certified Ice House facilitators and only in conjunction with the implementation of the OE program. RSCCD will distribute all OE Course Packs during the 2014 calendar year.

Implementation of Course Pack Licenses

As part of the facilitator training, mentioned above, ELI and RSCCD will work together to shape the OE program components, including the pre and post assignments. RSCCD and ELI will work together to craft a short incoming and outgoing short survey, to measure pre-determined outcomes. RSCCD will require its OE implementation partners to utilize the program as created and provide evaluation data as determined by RSCCD and ELI. RSCCD will provide redacted data to ELI and both parties may use this data for promotional purposes. All intellectual property, including any customized materials, will remain the sole property of ELI.

Promotion

ELI and RSCCD will work together to promote OE. ELI will work to promote the program through its own existing channels including web, email and social media and will provide information to the Kauffman Foundation for possible promotion through its channels. RSCCD will also work to promote the program through its channels such as email, web and social media marketing. RSCCD will create marketing materials for OE, subject to ELI approval. RSCCD and ELI will work together to draft and publish up to four press releases to be distributed through RSCCD and ELI channels.

License Discount Confirmation

In order to secure this agreement and the reduced Course Materials rate, RSCCD must sign and return this agreement, accompanied by a non-refundable check or electronic bank transfer of \$35,000.00 (USD) payable to ELI on or before February 5, 2014. The remaining \$35,000.00 (USD) will be payable to ELI within 30 days of shipment of the Course Packs to RSCCD or its designees which will occur on or before April 1, 2014.

Confidentiality

With the exception of press releases and other agreed upon promotions, the terms of this agreement shall remain confidential. The parties acknowledge that RSCCD is receiving a significant discount on Course Materials in exchange for its input relating to customized materials for the OE student population and sharing data from this implementation with ELI.

Signatures:

Rancho Santiago Community College District (RSCCD), authorized representative

Print name: _____

Date: _____



Entrepreneurial Learning Initiative, LLC

Pamela Morgan, Director

Date: December 19, 2013

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

(Board of Trustees Office)

To: Board of Trustees	Date: Feb. 3, 2014
Re: Approval of Board Legislative Committee Recommendations	
Action: Request for Action	

BACKGROUND

The Board Legislative Committee met on January 22, 2014, to review legislative bills and recommend positions on each bill to the full board.

ANALYSIS

After review of the following bills, Chairperson Claudia Alvarez and committee members John Hanna and Phillip Yarbrough, recommend the following action:

AB 330	Chau	Student financial aid: disclosures	Watch
AB 548	Salas	Public postsecondary education: community college registered nursing programs	Support
AB 646	Cooley	Public education governance: regional P-20 councils: advisory committee	Watch
AB 675	Fong	Community colleges: employment of faculty	Support
AB 977	Salas	Community colleges: career technical education programs	Support
AB 1431	Gonzalez	School district and community college elections: conflict of interest	Watch
AB 1451	Holden	Concurrent enrollment in secondary school and community college	Support
SB 174	De León	Student financial aid: Cal Grant Programs	Support
SB 240	Yee	Vote by mail ballot drop boxes: higher education campuses	Watch
SB 798	De León	Income taxes: credits: contributions to education funds	Support
SB 845	Correa	Postsecondary education: electronic disbursement of student financial aid	Watch
SB 850	Block	Public postsecondary education: community college districts: baccalaureate degree pilot program	Watch

RECOMMENDATION

It is recommended that the board review and approve the Board Legislative Committee's recommendations on the abovementioned bills.

Fiscal Impact: None	Board Date: Feb. 3, 2014
Prepared by: Anita Lucarelli, Exec. Assistant to the Board of Trustees	
Submitted by: Board Legislative Committee	
Recommended by: Raúl Rodríguez, Ph.D., Chancellor	

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

February 3, 2014

MANAGEMENT

Change in Position

Davis, Stuart
From: Application Specialist III
Information Technology Services
District Office

Effective: January 7, 2014
To: Director, Information Systems
Salary Placement: D-1 \$105,701.93/Year

Johnson, Douglas
From: Application Specialist IV
Information Technology Services
District Office

Effective: January 7, 2014
To: Director, Information Systems
Salary Placement: D-3 \$114,335.22/Year

Change in Title

Oviedo, Alex
From: Construction Supervisor
Facility Planning & District Construction
& Support Services
District Office

Effective: January 14, 2014
To: District Support Services Supervisor
Salary Placement: I-7 \$99,457.09/Year

Extension of Interim Assignment

Winter, Alistair
Director, District Safety & Security
Business Operations & Fiscal Services
District Office

Effective: January 1 – June 30, 2014
Salary Placement: G-1 \$83,272.76

FACULTY

Change of Program

Morris-Pfyl, Sandy
From: Career Specialist/Job Developer,
Workability Program
Student Services
Santa Ana College

Effective: February 3, 2014
To: Career Specialist/Job Developer,
Career/Job Resource Center
Student Services
Santa Ana College

FACULTY (CONT'D)

Leave of Absence

Sneddon, Donald
Professor, Kinesiology
Head Coach, Baseball
Kinesiology, Health & Athletics Division
Santa Ana College

Effective: February 3 – June 7, 2014
Reason: Banked Leave (15 LHE)

Adjusted Effective Date for Ratification of Resignation/Retirement

Hogue, Tom
Professor, Diesel Technology
Human Services & Technology Division
Santa Ana College

From: June 30, 2014
To: June 7, 2014
(Last Day in Paid Status)

Ratification of Resignation/Retirement

Morgan-Bezell, Gwendolyn
Professor, Human Development
Human Services & Technology Division
Santa Ana College

Effective: June 7, 2014
(Last Day in Paid Status)
Reason: Retirement

Stipends

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

Effective: December 2, 2013
Amount: \$300.00
Reason: Staff Development
(Project 1678)

Hauscarriague, Anne
Associate Professor, Biology
Mathematics & Sciences Division
Santiago Canyon College

Effective: December 2, 2013
Amount: \$300.00
Reason: Staff Development
(Project 1678)

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

Effective: December 2, 2013
Amount: \$300.00
Reason: Staff Development
(Project 1678)

Wada, Jeffrey
Assistant Professor, Chemistry
Mathematics & Sciences Division
Santiago Canyon College

Effective: December 2, 2013
Amount: \$300.00
Reason: Staff Development
(Project 1678)

FACULTY (CONT'D)

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

Anderson, Richard
Instructor, Yoga
Kinesiology Division
Santa Ana College
Effective: February 3, 2014
Hourly Lab Rate: II-3 \$47.86

Arneson, Ryan
Instructor, Astronomy
Mathematics and Sciences Division
Santiago Canyon College
Effective: February 3, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Aquino, Antonio
Instructor, Criminal Justice (equivalency)
Human Services & Technology Division
Santa Ana College
Effective: February 3, 2014
Hourly Lecture/Lab Rates: I-3 \$53.63/\$45.58

Avalos, Ronald
Instructor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: February 3, 2014
Hourly Lecture Rate: II-3 \$56.31

Bamidele, Jeremy
Instructor, High School Subjects/ABE
Continuing Education Division (CEC)
Santa Ana College
Effective: January 27, 2014
Hourly Lecture Rate: I-2 \$42.47

Bradley, Michael
Instructor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: February 3, 2014
Hourly Lecture Rate: II-3 \$56.31

Burnette, David
Assistant Women's Track & Field Coach
Mathematics and Sciences Division
Santiago Canyon College
Effective: February 3, 2014 – June 20, 2014
Stipend Amount: \$4,500.00

Chaves, Tiffany
Instructor, Nutrition
Mathematics and Sciences Division
Santiago Canyon College
Effective: February 3, 2014
Hourly Lecture Rate: II-3 \$56.31

Friedman, Katie C
Instructor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: February 3, 2014
Hourly Lecture Rate: II-3 \$56.31

FACULTY (CONT'D)

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

Gonzales, Jenna
Instructor, High School Subjects
Continuing Education Division (CEC)
Santa Ana College
Effective: January 17, 2014
Hourly Lecture Rate: I-2 \$42.47

Ghuloum, Adam J
Instructor, Economics
Humanities & Social Sciences Division
Santa Ana College
Effective: February 3, 2014
Hourly Lecture Rate: II-3 \$56.31

Greear, Kelly M
Instructor, Clinical Nursing
Science, Mathematics and
Health Sciences Division
Santa Ana College
Effective: February 3, 2014
Hourly Lab Rate: II-3 \$47.86

Hannah, Valerie
Instructor, Reading
Arts, Humanities & Social Sciences Division
Santiago Canyon College
Effective: February 3, 2014
Hourly Lecture Rate: II-3 \$56.31

Hunt, Kevin
Instructor, Water Utility Science
Business & Career Technical Education
Santiago Canyon College
Effective: March 1, 2014
Hourly Lecture Rate: I-3 \$53.63

Kordich, Jason
Instructor, English
Humanities & Social Sciences Division
Santa Ana College
Effective: February 3, 2014
Hourly Lecture Rate: III-3 \$59.12

Malouf, Terri C
Instructor, Mathematics
Mathematics and Sciences Division
Santiago Canyon College
Effective: February 3, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Malsack, Dorothy
Instructor, Nutrition & Foods/Culinary Arts
Human Services & Technology Division
Santa Ana College
Effective: February 3, 2014
Hourly Lecture/Lab Rates: I-3 \$ 53.63/\$45.58

FACULTY (CONT'D)

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

Nguyen, Linda
Instructor, Mathematics
Science, Mathematics and
Health Sciences Division
Santa Ana College
Effective: February 3, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Pavelek, Karin L
Instructor, Human Development
Human Services & Technology Division
Santa Ana College
Effective: February 3, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Petrie, Caleb J
Instructor, Mathematics
Mathematics and Sciences Division
Santiago Canyon College
Effective: February 3, 2014
Hourly Lecture/Lab Rates: III-3 \$59.12/\$50.26

Pratt, Cynthia
Instructor, Chemistry
Science, Mathematics and
Health Sciences Division
Santa Ana College
Effective: February 3, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Romero Hernandez, Abraham
Instructor, Mathematics
Mathematics and Sciences Division
Santiago Canyon College
Effective: February 3, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Salcedo, Jessica
Instructor, High School Subjects/Math (equivalency)
Continuing Education Division (CEC)
Santa Ana College
Effective: January 27, 2014
Hourly Lecture Rate: II-2 \$43.51

Silva, Mathew
Instructor, High School Subjects/Bridge
Continuing Education Division (CEC)
Santa Ana College
Effective: February 5, 2014
Hourly Lecture Rate: I-2 \$42.47

Truong, Vietly John
Instructor, Vocational/Business Skills
Continuing Education Division (OEC)
Santiago Canyon College
Effective: January 21, 2014
Hourly Lecture Rate: I-2 \$42.47

FACULTY (CONT'D)

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

Velasco Torrijos, Ivan
Instructor, Economics
Humanities & Social Sciences Division
Santa Ana College

Effective: January 17, 2014
Hourly Lecture Rate: II-3 \$56.31

Velasco Torrijos, Ivan
Instructor, Vocational/Business Skill
Continuing Education Division (OEC)
Santiago Canyon College

Effective: January 17, 2014
Hourly Lecture Rate: I-2 \$43.51

Vu, Nhat L
Instructor, Philosophy
Arts, Humanities & Social Sciences Division
Santiago Canyon College

Effective: February 3, 2014
Hourly Lecture Rate: III-3 \$59.12

Williams, Dahlene
Instructor, Sign Language
Arts, Humanities & Social Sciences
] Division/Library
Santiago Canyon College

Effective: February 3, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Williams, Dahlene
Instructor, Sign Language
Student Services
Santa Ana College

Effective: February 3, 2014
Hourly Lecture/Lab Rates: II-3 \$56.31/\$47.86

Non-paid Instructors of Record

Jacketti, Steven A
Instructor, Apprenticeship/Mechanical Maintenance
Business & Career Technical Education Division
Santiago Canyon College

Effective: February 4, 2014

Nonemacher, John
Instructor, Apprenticeship/Electrical JATC
Business & Career Technical Education Division
Santiago Canyon College

Effective: February 3, 2014

Wright, Jeffrey J
Instructor, Apprenticeship/Surveying
Business & Career Technical Education Division
Santiago Canyon College

Effective: February 3, 2014

FACULTY (CONT'D)

Non-paid Intern Service Form & Waiver Agreement

Barajas, Olivia
Counseling Intern
Counseling Division
Santa Ana College

Effective: February 4 – June 30, 2014
College Affiliation: CSU, Long Beach
Discipline: Counseling

Bay, Shalom
Student ESL Teacher Intern
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: February 13 – June 8, 2014
College Affiliation: Biola University
Discipline: TESL

Espinosa, Sandra
Talent Search Intern
Talent Search
Student Affairs
Santa Ana College

Effective: February 19 – June 30, 2014
College Affiliation: CSU, Fullerton
Discipline: Human Services

Felkema, Kimberly
Student ESL Teacher Intern
Centennial Education Center
Continuing Education Division
Santa Ana College

Effective: February 13 – June 8, 2014
College Affiliation: Biola University
Discipline: ESL

Hernandez, Corinne
Counseling Intern
Counseling Division
Santa Ana College

Effective: February 4 – June 13, 2014
College Affiliation: UC, Los Angeles
Discipline: Counseling

Mejia, Rosa
Counseling Intern
Counseling Division
Santa Ana College

Effective: February 4 – June 30, 2014
College Affiliation: University of Southern California
Discipline: Counseling

Salce, Jose
Human Services Intern
Extended Opportunities Programs
& Services
Santiago Canyon College

Effective: February 4 – June 30, 2014
College Affiliation: CSU, Fullerton
Discipline: Mental Health

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**HUMAN RESOURCES DOCKET
CLASSIFIED
FEBRUARY 03, 2014**

CLASSIFIED

New Appointment

Carroll, Ryan
Network Specialist III/ (CL13-0492)
ITS/ District
Effective: January 24, 2014
Grade 19, Step 4 \$78,421.20

Sehm Kellett, Mary
Administrative Secretary (CL13-0463)
DSPS/ SAC
Effective: January 27, 2014
Grade 12, Step 1 \$45,443.00

Hourly On Going to Contract

Jensen, Ashley
From: Learning Facilitator
To: Science Lab Coordinator (CL13-0470)
Science & Math/ SCC
Effective: January 21, 2014
Grade 13, Step 1 \$47,092.11

Nguyen, Dao
From: Admissions & Records Spec II
To: International Student Program Spec.
(CL13-0458)/ SAC
Effective: January 2, 2014
Grade 11, Step 1 + 4PG \$44,178.94

Nguyen, Mai
From: Admissions/Records Spec I
To: Admissions/Records Spec II
(CL13-0488)/ SCC
Effective: January 24, 2014
Grade 8, Step 1 \$37,954.17

Temporary to Contract

Landa, Alejandra
Business Services Coordinator
(CL13-0479)
Global Trade & Logistics Initiative/District
Effective: January 21, 2014
Grade 13, Step 1 \$47,831.46

Professional Growth Increments

Betancourt, Uriydiche
Student Services Coordinator/ School of
Continuing Education/SAC
Effective: March 1, 2014
Grade 15, Step 6 + 6 PG (3000)
\$70,959.23

Professional Growth Increments cont'd

Duong, Linda Applications Specialist I/ Library/ SAC	Effective: July 1, 2013 – Retro Grade 13, Step 2 + 7PG (2000) \$52,207.48
Easter, Candi Sr. Account Clerk/ Accounts Payable/District	Effective: March 1, 2014 Grade 10, Step 6 + 1PG (500) \$53,270.10
Ediss, Michael Lead Custodian/ Admin. Services/ SAC	Effective: July 1, 2013 – Retro Grade 8, Step 3 + 7PG(3500) \$45,360.30
Garcia, Andrea Financial Aid Coordinator/ SCC	Effective: March 1, 2014 Grade 15, step 3 + 5PG (2500) \$61,203.94
Hurtado, Alejandra Financial Aid Analyst/ SAC	Effective: July 1, 2013 – Retro Grade 11, Step 6 + 2.5%L + 7PG (2750) \$59,274.77
Nguyen, Jimmy Administrative Secretary/ Fine & Performing Arts/ SAC	Effective: July 1, 2013 – Retro Grade 12, Step 1 + 7PG (2000) \$47,443.00
Rodriguez, Maria Admissions & Records Specialist II/ SCC	Effective: July 1, 2013 – Retro Grade 8, Step 6 + 7PG (3500) \$52,015.65
Thor, Shawn Mail/Warehouse Assistant/ SAC	Effective: July 1, 2013 – Retro Grade 8, Step 6 + 7PG (3500) \$52,015.65
Tran, Angela Alternate Media Specialist/ DSPS/SAC	Effective: July 1, 2013 – Retro Grade 13, Step 6 + 2.5%L + 7PG (3500) \$66,119.71
Wolf Sandoval, Laura Sr. Accountant/ Fiscal Services/ District	Effective: March 1, 2014 Grade 15, Step 4 + 2PG (1000) \$62,614.88

Longevity Increment

Connally, Christopher Library Technician/ SAC	Effective: January 1, 2014 Grade 9, Step 6 + 2.5%L \$51,819.71
Contreras Bright, Dora Career Guidance Coord./ Student Services/ SCC	Effective: February 1, 2014 Grade 13, Step 6 + 5PG + 7.5%L \$68,174.33
Cruz, Claudia Administrative Clerk/ Financial Aid/ SAC	Effective: February 1, 2014 Grade 10, Step 6 + 1PG + 5%L \$55,908.61
Duenas, Veronica Human Resources Tech./ District	Effective: March 1, 2014 Grade 11, Step 6 + 2.5%Bil + 2PG +5%L \$60,282.08
Gidding, Sonia Administrative Secretary/ Continuing Ed./ SCC	Effective: January 1, 2014 Grade 12, Step 6 + 2.5%L \$59,508.50
Gitonga, Kanana International Student Coord./ Student Services/ SCC	Effective: February 1, 2014 Grade 16, Step 2 + 5PG + 5%L \$64,792.24
Gossett, Deborah Intermediate Clerk/ EOPS/ SAC	Effective: March 1, 2014 Grade 5, Step 6 + 7.5% L \$46,484.22
Jimenez, Connie Lead Publications Assistant/ Human Services & Tech./ SAC	Effective: February 1, 2014 Grade 7, Step 6 + 5%L \$48,942.96
Knorr, David District Safety Officer/ District	Effective: January 1, 2014 Grade 9, Step 6 + 5%SW + 2.5%L \$54,347.50
Mai, Ilene Sr. Clerk-Communications Center District Safety/ SAC	Effective: January 1, 2014 Grade 8, Step 6 + 2.5%Bil + 6PG + 10%L \$57,580.11
Olivera, Martin Sr. Clerk/ Human Services & Tech./ SAC	Effective: March 1, 2014 Grade 8, Step 6 + 2.5%Bil + 3PG + 2.5%L \$52,441.43

Longevity Increment cont'd

Perales, Debra Sr. Account Clerk/ Fiscal Services/ District	Effective: March 1, 2014 Grade 10, Step 6 + 2PG + 2.5%L \$56,089.35
Pham, Chi Financial Aid Tech/ SAC	Effective: March 1, 2014 Grade 8, Step 6 + 1PG + 2.5%L \$49,978.54
Ruiz, Luisa High School & Comm. Outreach Spec./ Student Services/ SAC	Effective: January 1, 2014 Grade 13, Step 6 + 2.5%Bil + 2PG + 5%L \$66,674.33
Tran, Anh Phuong Support Services Assistant/ Academic Affairs/ SAC	Effective: January 1, 2014 Grade 11, Step 5 + 5PG + 2.5% L \$56,334.33

Out of Class Assignment

Gouldsmith, Kenneth District Safety & Security Supervisor	Effective: 01/01/14 – 06/30/14 Grade M, Step 2 \$63,679.91 <i>Supervisory</i>
Rodriguez, Maria Graduation Specialist/ Admissions/ SCC	Effective: 03/01/14 – 06/30/14 Grade 15, Step 1 + 7PG \$56,742.82
Treat, Amy Administrative Secretary/ DSPS/ SAC	Effective: 01/01/14 – 01/24/14 Grade 12, Step 5 \$55,320.28

Leave of Absence

Bailey, Debra Intermediate Clerk/ Health Center/ SAC	Effective: 12/16/13 – 12/20/13 01/13/14 – 01/17/14 02/03/14 – 02/07/14 06/09/14 – 06/14/14 Reason: Revised Non Work Days 11 Month Contract
Gaytan, Rafaela CDC Cook/Nutrition Specialist/ District	Effective: 01/14/14 – 05/12/14 Reason: Maternity Leave

Ratification of Resignation/Retirement

Galvan, Juana
High School & Comm. Outreach Spec./
Counseling/ SCC

Effective: February 7, 2014
Reason: Resignation

CLASSIFIED HOURLY

New Appointments

Gomez, Lisa
Intermediate Clerk (CL13-0481)
Career/Job Resources/ SAC

Effective: January 14, 2014
19 Hours/Week 12 Month/Year
Grade 5, Step A \$16.21/Hour

Patel, Riki
Instructional Assistant (CL13-0466)
Science & Math/ SCC

Effective: January 27, 2014
Up to 19 Hours/Week School Session
Grade 5, Step A \$16.21/Hour

Romero, Guadalupe
Learning Facilitator (CL13-0485)
EOPS/ SAC

Effective: February 3, 2014
Up to 19 Hours/Week School Session
Grade 8, Step A \$18.17/Hour

Temporary to Hourly On Going

Bui, Annette
Learning Facilitator (CL13-0486)
EOPS/ SAC

Effective: January 27, 2014
Up to 19 Hours/Week School Session
Grade 8, Step A \$18.17/Hour

Change in Position

Garcia, Anaisabelle
From: Instructional Assistant/ SCC
To: Intermediate Clerk (CL13-0490)
Heath Center/ SCC

Effective: January 22, 2014
19 Hours/Week 12 Month
Grade 5, Step A \$16.21/Hour

Longevity Increment

Hermen, Lisa
Sr. Clerk/ Science & Math/ SCC

Effective: January 1, 2014
Grade 8, Step A + 2P + 2.5%L
\$18.63/Hour + \$41.67/Mo. PG

Kohlhas, Paul
Accompanist/ Fine & Performing Arts/
SAC

Effective: February 1, 2014
Grade 10, Step A + 2.5%L \$20.30/Hour

Out of Class Assignment

Barker, Hillary Administrative Clerk/Human Services & Tech./ SAC	Effective: 01/02/14 – 01/21/14 Grade 10, Step A \$19.80/Hour
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Ratification of Resignation/Retirement

Arroyo, Anabel Student Program Specialist/ Scholarship/ SAC	Effective: January 23, 2014 Reason: Resignation
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TEMPORARY ASSIGNMENT

Carpenter, Amanda Student Program Specialist/ DSPS/ SCC	Effective: 02/04/14 – 06/30/14
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Fernandez Martinez, Alexander Instructional Assistant/ School of Continuing Education/SAC	Effective: 02/04/14 – 06/30/14
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Gomez, Brittany Instructional Assistant/ Counseling/ SAC	Effective: 02/10/14 – 06/13/14
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Macias, Anthony Instructional Assistant/ Science & Math/ SAC	Effective: 02/10/14 – 06/08/14
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Nguyen, My Hanh Instructional Assistant/ Counseling/ SAC	Effective: 02/10/14 – 06/06/14
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Nguyen, Thi Instructional Assistant/ Counseling/ SAC	Effective: 02/10/14 – 06/06/14
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Niveo-Samao, Samira Instructional Assistant-DSPS/ DSPS/ SCC	Effective: 02/10/14 – 06/30/14
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Palencia, Debora Instructional Assistant/ Counseling/ SAC	Effective: 02/10/14 – 06/30/14
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Pineda, Edward Instructional Assistant/ Student Affairs/ SAC	Effective: 02/04/14 – 06/30/14
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Additional Hours for On Going Assignment cont'd

Zambrano, Adalberto Instructional Assistant/ Counseling/ SAC	Effective: 02/10/14 – 06/06/14 Not to exceed 19 consecutive days in any given period.
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Substitute Assignments

Barker, Hillary Administrative Clerk/ Human Services/ SAC	Effective: 01/02/14 – 01/21/14 Not to exceed 19 consecutive days in any given period.
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Rosales, Mauro Video Technician/ Fine & Performing Arts/ SAC	Effective: 02/10/14 – 06/0/14
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Sallee, Jennifer Administrative Clerk/ Facilities Planning/ District	Effective: 01/24/14 – 04/18/14
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Shay, Stephan Administrative Clerk/ Human Services/ SAC	Effective: 01/02/14 – 02/07/14 Not to exceed 19 consecutive days in any given period.
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MISCELLANEOUS POSITIONS

Instructional Associates/Associate Assistants

Criminal Justice

Frederick, Jason	Effective: 02/04/14
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Miller, Ronald	Effective: 02/04/14
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Plano, Jordan	Effective: 02/04/14
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COMMUNITY SERVICE PRESENTERS

Stipends Effective October 11 – November 10, 2013

Hagelbarger, Theresa	Amount: \$ 344.52
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RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Human Resources and Educational Services

To:	Board of Trustees	Date: February 3, 2014
Re:	Adoption of Rancho Santiago Community College District's Initial Bargaining Proposal to the Child Development Center Teachers, CSEA Chapter 888	
Action:	Request for Approval	

BACKGROUND

Pursuant to Government Code Section 3547(a) the Rancho Santiago Community College District's initial bargaining proposal to the Child Development Center Teachers, CSEA Chapter 888 was presented for information and public review at the January 13, 2014 Board of Trustees meeting. At that time, a public hearing on this proposal was scheduled for the February 3, 2014 Board of Trustees meeting.

ANALYSIS

After considering any comment received during the public hearing, the Board of Trustees may now take action to approve its bargaining proposal.

RECOMMENDATION

It is recommended that the Board of Trustees adopt the district's initial bargaining proposal to the Child Development Center Teachers, CSEA Chapter 888.

Fiscal Impact: To Be Determined	Board Date: February 3, 2014
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
CHILD DEVELOPMENT CENTERS - CSEA CHAPTER 888
February 3, 2014**

Article 8 – Wages and Hours

8.1 Salary

Maintain current salary schedule.

8.2 Calendar

Adjust annual work days to match college credit and continuing education instructional calendars.

Article 11 – Health and Welfare

Maintain current district contributions.